

DECLARATION OF HORIZONTAL PROPERTY REGIME
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
CAMPBELL GREEN CONDOMINIUM
A Condominium

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AMENDMENTS AND RESTATEMENT OF THE
DECLARATIONS OF COVENANTS, CONDITIONS and RESTRICTIONS OF
CAMPBELL GREEN NO. 1 AND NO. 2

Condominiums

Declarations of Horizontal Property Regimes and Covenants, Conditions, Restrictions and Reservations dated July 18, 1979, and September 1, 1981, constituted the covenants, conditions, restrictions and reservations creating and establishing plans for condominiums to be known, respectively, as Campbell Green No. 1, a Condominium, and Campbell Green Condominiums No. 2, pursuant to the Horizontal Property Regimes Act as set forth in Chapter 34.07 of the Alaska Statutes, as amended (herein "the Act").

THIS IS AN AMENDMENT AND RESTATEMENT OF THE DECLARATION made on the 18th day of July, 1979, and recorded on the 26th day of September, 1979 in Book 439 at Pages 564-626, Records of the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 1 dated October 15, 1979, and recorded October 31, 1979 in Book 450 at Page 30; Amendment No. 2 dated December 4, 1981, and recorded December 15, 1981, in Book 679 at Page 900; and Amendment No. 3 dated October 18, 1984, and recorded November 14, 1984, in Book 1188 at Page 29, and the declaration made on September 1, 1981, and recorded on September 15, 1982, in Book 779 at Pages 233-307, Records of the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 1 dated December 6, 1982, and recorded January 3, 1983, in Book 829 at Page 919; Amendment No. 2 dated July 11, 1984, and recorded August 14, 1984, in Book 1143 at Page 762; and Amendment No. 3 dated April 11, 1986, and recorded on April 17, 1986, in Book 1410 at Pages 83-94.

This Restatement of the Declarations as amended replaces the original Declarations dated July 18, 1979, and September 1, 1981, as recorded, and all amendments thereto, by Campbell Creek Development Company, a joint venture, (herein called "Declarant"). This Restatement and Amendment of the Declarations shall be known as:

DECLARATION OF HORIZONTAL PROPERTY REGIME
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
CAMPBELL GREEN CONDOMINIUM
A Condominium

RECITALS:

A. Campbell Creek Development Co., an Alaska Corporation, Successor in Interest to Keyway Enterprises, Inc., a Washington Corporation, Successor in Interest to Campbell Creek Development Company, a joint venture composed of Woodlands West Corporation, a Washington Corporation, and Keyway Enterprises, Inc., a Washington Corporation (herein called "Declarant"), and other owners of portions of the property described in Schedule "A", represented by the respective Presidents of the Apartment Associations for Campbell Green No. 1, a Condominium, and Campbell Green Condominiums No. 2 (herein called the "Unit Owners") are the owners of certain property situated in the Anchorage Recording District, Third Judicial District, Anchorage, Alaska, described in Schedule "A" attached hereto and by this reference made a part hereof (the "Property").

B. Declarant and the Unit Owners desire hereby to submit Phase I of the property described in Schedule "A" to this Declaration in accordance with the Act, and to make provision hereof to submit additional phases to this condominium.

C. Tracts 17A, 18A and 19A, included as a part of the land described in Schedule A are submitted as common areas and shall be used by the Unit Owners for recreational vehicle parking and recreational facilities, pursuant to rules, regulations and parking assignments adopted by the Board.

D. Declarant owns additional property which is contiguous with the property described in Schedule "A" to this Declaration that is described in Schedule "D" attached hereto and by this reference made a part hereof (the "Additional Land"), on which declarant may construct additional phases to this condominium and thereby expand the condominium. Such additional phases may be designated as part of the Campbell Green condominium plan. Declarant reserves the right to use the name "Campbell Green" and so identify each of the phases that become a part of the Campbell Green condominium plan.

E. As used herein, the term "the Campbell Green condominium plan" consists of Declarant's intention to construct additional apartments and supporting facilities on the property referred to in paragraph D above, according to a General Plan of development described in Schedule "E" attached hereto and by this reference incorporated herein; provided, however, nothing herein shall obligate Declarant to construct any of such phases, apartments or facilities nor to submit any such apartments or facilities to the Campbell Green condominium plan.

F. The Campbell Green Apartment Association, Inc. an Alaska nonprofit corporation, shall be the manager of the

condominium created pursuant to this Declaration and of all such other apartments as may hereafter be submitted to the condominium by Declarant or its assigns, and declared to be subject to and a part of the Campbell Green condominium plan.

NOW, THEREFORE, Declarant and the Unit Owners, being the sole owners of the real property hereinafter described, pursuant to the Act for the purpose of submitting the real property hereinafter described to the provisions of the Act, make the following Declaration. It is agreed by acceptance of a conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges of use or enjoyment of or respecting the real property or any apartment in the horizontal property regime created by this Declaration, that this Declaration, together with the Survey Map and Plans referred to herein, states covenants, conditions, restrictions and reservations effecting a common plan for the condominium development mutually beneficial to all of the described apartments, and that the covenants, conditions, restrictions, reservations, Survey Map and Plans are binding upon the entire real property and upon each such apartment as a parcel of realty, and upon its owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the real property or any security interests therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments and regardless of any subsequent forfeitures, foreclosures or sales of apartments under security instruments.

ARTICLE 1
PHASED DEVELOPMENT; DESCRIPTION OF LAND

1.1 Development in Phases

1.1.1 Subject to and in accordance with the provisions of Article 25, Expansion of the Condominium, it is proposed to establish this condominium in phases. This Declaration provides a description of the land, apartments, and common and limited common areas for the first phase. The provisions regarding Phase I shall be effective immediately to establish Phase I as a condominium. All the apartments, facilities, common area, and limited common area in any future phase which is to be incorporated into this condominium will be incorporated into the preceding phase. The provisions contained herein regarding phases subsequent to Phase I shall supersede those for Phase I at such time as Declarant records a Survey Map and Plans or a

certificate amending this Declaration stating that the Survey Map and Plans filed from time to time, or therewith filed, accurately depict, as-built, all the apartments included in each subsequent phase. In conjunction with any amendment to the Declaration containing the as-built certificate, an updated Survey Map or updated Plans or both as required by statute shall be filed if not previously filed, or if previous drawings filed affecting such phase lack required detail or the required certification.

1.1.2 All common facilities for each phase will be utilized by apartment owners of the next succeeding phase as it may be established and the additional owners will, after the commencement of the subsequent phase, also share in the expense of such common facilities in accordance with the provisions of Section 25.4 of this Declaration. Present owners in Phase I and then present owners in any future phase will utilize the common facilities for the subsequent phases added and also share in the expense thereof, in accordance with the provisions of Section 25.4.

1.1.3 Declarant expects to complete all phases but is not required to complete any phases subsequent to Phase I. If any such additional phase is not in fact completed, Phase I or the number of phases which are completed shall constitute a complete, fully operational condominium, and the land described herein for subsequent phases not completed may be used for any other lawful purpose in Declarant's discretion.

ARTICLE 2 DESCRIPTION OF LAND, BUILDINGS AND IMPROVEMENTS

2.1 Description of Land

The land on which the buildings and improvements of the Condominium are located is described in Schedule "A".

2.2 Description of Apartment Buildings

2.2.1 There are 88 townhouse apartments situated in 17 buildings in Phase I. Each of the apartment buildings in Phase I contains the number of stories set forth in Schedule "B" attached hereto and by this reference made a part hereof. The garage in models C, D and E described on Schedule B is a basement. Models F, G and J have basements. Models A and H have attached garages and crawl spaces. Each of the apartment buildings is constructed

of wood with a wood siding exterior and is constructed on concrete footings and all-weather wood foundation.

ARTICLE 3
DESCRIPTION OF APARTMENTS:
LOCATION, AREA, AND NUMBER OF ROOMS

3.1 Building Location

There are 88 townhouse apartments situated in 17 buildings in Phase I of the Campbell Green Condominium. The townhouse apartment buildings are located on Tracts 1, 2, 3, 4A, 5A, 6, 7A, 20 and 21 of the Property.

3.2 Apartment Location

Each apartment is identified by tract, building and apartment number. The first number of the apartment designates the tract, the second designates the building and the third designates the apartment. Thus, for example, Apartment 1-1-1 is on Tract 1 in Building 1 and is Apartment Unit 1.

3.3 Apartment Description

In Schedule "B" each apartment is described by apartment number, number of stories, kind and number of rooms in the apartment, and total square foot floor area of each apartment and of the garage which is a part thereof. Ceiling heights for each unit is contained in Schedule "G" attached hereto and by this reference made a part hereof.

ARTICLE 4
ACCESS

4.1 Access of Common Ways

Each apartment in Phase I has direct access to the roads and driving areas adjacent to such apartments which roads and driving areas have direct access to either Fairweather Drive, Fairweather Court or Fairweather Place. The roads and driving areas, including without limitation, Fairweather Drive, Fairweather Court or Fairweather Place are common areas as set forth in Article 5 below, subject to the right of use by apartment owners

in the Campbell Green Condominium plan and others having the right of use.

4.2 Access to Public Streets

Fairweather Court has direct access to Fairweather Place. Fairweather Place has direct access to Fairweather Drive. Fairweather Drive has direct access via a nonexclusive private road easement over that portion of Sylvan Drive which is private, which easement extends to that portion of Sylvan Drive which is a public street. Fairweather Drive also has direct access to Austin Avenue and Lynnwood Drive which are public streets.

ARTICLE 5 DESCRIPTION OF COMMON AREAS AND FACILITIES; CERTAIN ITEMS MAY BE MADE OWNER'S RESPONSIBILITY

5.1 Common Areas

Except as otherwise specifically reserved, assigned, or limited by the provisions hereof including, without limitation Articles 1 and 6 hereof, the common areas and facilities consist of the following:

5.1.1 The land described in Schedule "A" and all easements appurtenant thereto.

5.1.2 The roofs, foundations, columns, girders, studding, joists, beams, supports, main walls (excluding only nonbearing interior partitions of apartments) and all structural parts of the buildings, to the interior surfaces of the apartments' perimeter walls, floors, ceilings, windows and doors; that is, to the boundaries of the apartments as the boundaries are defined in the Act, and any replacements thereto; provided, that the term "interior surfaces" shall not include paint, wallpaper, carpeting, tiles or other such decorative surface coverings or finishes.

5.1.3 Installations of central services, if any, including but not limited to, power, light, hot and cold water, heating, refrigeration, pipes, conduits and wires, wherever they may be located, whether in partitions or otherwise; tanks, pumps, motors, fans, compressors and ducts; and in general all apparatus and installations existing for common use.

5.1.4 Nonexclusive easements hereby granted for ingress and egress and utilities over, through, under and across the roads and driving areas which provide access to the buildings, apartments and over, through, under and across all parking areas, if any, including those parking areas, if any, which are limited common areas pursuant to Section 6.2.

5.1.5 The yards, gardens, landscaped areas, and walkways which surround and provide access to the buildings and apartments.

5.1.6 The halls, passages and corridors, if any, not within individual apartments, garbage chutes, storage areas, stairways and stairs, and entrances and exits of the buildings, except for the single access stairs and entries to apartments which are limited common areas.

5.1.7 Premises for the lodging or use of persons in charge of, or maintaining, the property.

5.1.8 All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

5.1.9 The following items which could ordinarily be considered common areas are hereby designated as items to be furnished and maintained in good order by apartment owners at their individual expense: screen doors, window screens, awnings, windows, doors leading to common areas or limited common areas from apartments, planter boxes, and the like.

5.1.10 All utilities and facilities, including the recreational facilities, and roads now or hereafter constructed and made a part of the Campbell Green Condominium Plan on the land described in Schedule "A".

5.1.11 Tracts 17A, 18A and 19A as described in Schedule "A" for use as recreational vehicle parking and recreational facilities.

ARTICLE 6
DESCRIPTION OF LIMITED COMMON AREAS;
EASEMENTS FOR EXCLUSIVE USE RESERVED FOR CERTAIN APARTMENTS

6.1 Limited Common Areas

The limited common areas and facilities are reserved for the

exclusive use of the apartment or apartments to which they are adjacent or assigned and consist of:

6.1.1 The yard area, balcony or balconies or deck or decks, if any, which are adjacent to each apartment, as more particularly shown on the Survey Map and Plans, the boundaries of said balconies and decks being defined by the interior surfaces of the walls, floor, ceiling, doors, windows, ground, railings, fence or curb enclosing said balconies.

6.1.2 Single access stairs and entries to each apartment and the storage room or storage rooms, if any, located outside of and separate from any apartment (the boundaries of said storage room being defined by the interior surfaces of top, bottom, door and sides of said storage room) and parking stall, if any, assigned to each apartment pursuant to Section 6.2.

6.1.3 As used in this Section 6.1, the term "interior surfaces" shall not mean decorative finishes and coverings applied to such surfaces (including paint, wallpaper, paneling, carpeting and tiles). Said decorative finishes and coverings, along with fixtures and other tangible personal property (including furniture, planters, mirrors and the like) located in and used in connection with said limited common area, shall be deemed a part of said limited common area.

6.2 Parking Stall and Storage Room

Each apartment owner in Phase I has, as part of such owner's apartment, a parking garage which includes storage space. There are no storage facilities separate from the apartments in Phase I. In the event subsequent apartments do not include a parking garage as part of each owner's apartment the following provisions shall apply:

(a) Each apartment owner will have the right to the use of a parking stall for at least one automobile. Declarant reserves the right to make the initial assignment of a parking stall and storage room, if any, to each apartment, such assignment being made either by this Declaration or the Survey Map and Plans or by amendment to the Declaration or the Survey Map and Plans. In the event Declarant fails to assign parking stalls or storage rooms,

if any, to each apartment, then such assignment may be made by the Apartment Association by resolution of the Board.

(b) After initial assignment by Declarant or by the Board an apartment owner may rent or lease the parking stall and/or storage room, if any, assigned to that apartment to any other apartment owner; provided, that the rental or lease term shall automatically expire on the date the lessor/apartment owner disposes of its interest in the apartment (whether such disposition is voluntary or involuntary including, without limitation, by deed, contract, foreclosure or otherwise). In addition, any two apartment owners may, by jointly executed instrument in recordable form approved by the Board, exchange, on either a permanent or temporary basis, the parking stalls and/or storage rooms, if any, assigned to their respective apartment; provided, however, any such exchange shall not be effective until all first mortgagees of any apartments affected by such exchange consent to the same.

(c) "Parking Stall" shall mean an area designated by paint striping or other suitable method, defining an area of sufficient size to accommodate a full size automobile in an enclosed structure or basement which may contain other similar parking stalls.

ARTICLE 7

VALUE AND PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS

7.1 Value and Maximum Percentages

Subject to the provisions of Articles 1 and 25 hereof, the value of Phase I apartment units within Campbell Green Condominium is established in Schedule "C" attached hereto and by this reference made a part hereof. The units in Phase I represent the minimum number of units which shall give each unit owner a maximum percentage of interest in the common elements. Maximum percentages of interest for each apartment in Phase I are expressed in Schedule "C". Each apartment includes the use of all the limited common areas appertaining thereto and the percentage of undivided interest in the common and limited common areas appertaining thereto. The values are schedules to establish the percentages required by the Act and do not necessarily reflect the amount for which an apartment will be sold, from time to time, by Declarant or others.

7.2 Formula for Percentage Interest

The percentages set forth in Schedule "C" have been computed by dividing the value of each apartment by the value of the property as a whole, with the quotient equaling the percentage of undivided interest for each individual apartment.

7.3 Adjustment of Percentages

The maximum percentage of undivided interest in the common area appurtenant to each unit set forth in Schedule "C" shall be subject to diminution, to accommodate expansion under the provisions of Article 25 herein. Except as provided for in Article 25, the percentage of undivided interest in the common area appurtenant to any unit shall not be changed, except with the unanimous consent of all of the owners of all of the apartments expressed in an amendment to this Declaration duly consented to and executed by all such owners.

ARTICLE 8 OWNERS' ASSOCIATION

8.1 Form of Association

The term "Apartment Association" as used herein shall mean the association of apartment owners as defined in the Act. The term "Board" as used herein shall mean the Board of Directors of the Apartment Association. The Apartment Association shall be deemed to be The Campbell Green Apartment Association, Inc. an Alaska nonprofit corporation.

8.2 Membership

8.2.1 Each fee owner (including Declarant) shall be a member of the Apartment Association and shall be entitled to one membership for each apartment so owned; provided, that if an apartment has been sold on contract, the contract purchaser shall be deemed to be an owner and shall exercise the rights of the apartment owner for purposes of the Apartment Association, this Declaration and the Apartment Association's bylaws, except as hereinafter limited, and shall be the voting owner unless otherwise specified. Ownership of an apartment shall be the sole qualification for membership in the Apartment Association.

8.2.2 The Apartment Association membership of each owner (including Declarant) shall be appurtenant to the apartment giving rise to such membership and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to the apartment and then only to the transferee of title to the apartment. Any attempt to make a prohibited transfer shall be void. Any transfer of title to an apartment shall operate automatically to transfer the membership in the Apartment Association appurtenant thereto to the new owner of the apartment.

8.3 Voting

8.3.1 The total voting power of all owners shall be 100 votes. The total number of votes available to owners of any one apartment shall be equal to the percentage of undivided interest in the common areas and facilities appertaining to such apartment, multiplied by 100. The percentage of undivided interest for each apartment shall be adjusted to the amounts herein set forth in the event additional apartments are made subject to this Declaration.

8.3.2 There shall be one voting representative for each apartment. Declarant shall be the voting representative with respect to any apartment or apartments owned by Declarant. If a person owns more than one apartment, he or she shall have the votes for each apartment owned. The voting representative shall be designated by the owner or owners of each apartment by written notice to the Board and need not be an owner. The designation shall be revocable at any time by actual notice to the Board from a party having an ownership interest in an apartment or by actual notice to the Board of the death or judicially declared incompetence of any party with an ownership interest in the apartment. This power of designation and revocation may be exercised by the guardian of an apartment owner and the administrators or executors of an owner's estate. Where no designation is made, or where a designation has been made but is revoked and no new designation has been made, the voting representative of each apartment shall be the group composed of all of its owners.

8.3.3 The vote of an apartment must be cast as a single vote. Fractional votes shall not be allowed. In the event joint owners of an apartment are unable to agree among themselves as to how their vote or votes shall be cast, they

shall lose their right to vote on the matter in question. In the event that more than one vote is cast by a particular apartment, none of those votes shall be counted, and those votes shall be deemed void.

8.3.4 In the event the record owner or owners have pledged their votes regarding special matters to a mortgagee or beneficiary of a deed of trust under a duly recorded mortgage or deed of trust or to the seller under a duly recorded real estate contract, only the vote of such mortgagee, beneficiary or seller will be recognized in regard to the special matters upon which the vote is so pledged, if a copy of the instrument with this pledge has been filed with the Board. Amendments to this Section 8.3.4 shall be effective only upon the written consent of all the voting owners and their respective mortgagees, deed of trust beneficiaries and sellers, if any.

8.3.5 The mortgagee of the condominium, if any, as defined in Section 18.1, shall be entitled to exercise the votes of Declarant (a) arising from apartments owned by Declarant and against which the mortgagee of the condominium holds a mortgage or deed of trust, and (b) with respect to amendments to this Declaration, subdivision or combining of apartments, abandonment of the condominium status of the property, or reconstruction; provided, however, that the mortgagee may, as to any specific matter on which it has a right to vote in place of Declarant, waive its voting right in writing, in which event Declarant shall be entitled to exercise its votes as to those matters specifically as set forth in the written waiver.

8.4 Meetings, Audits, Notices of Meetings

8.4.1 There shall be an annual meeting of the owners in each fiscal year of the Apartment Association on a date established by resolution of the Board. If not otherwise established, the meeting shall be on the second Saturday of June. The meeting shall be at such reasonable place and time as may be designated by written notice of the Board delivered to the owners no less than ten (10) days nor more than fifty (50) days prior to the date fixed for the meeting. At the annual meeting, there shall be presented an audit of the common expenses, itemizing receipts and disbursements for the preceding calendar year, and the allocation thereof to each owner, and the estimated common expenses for the coming calendar year. The Board at any

time, or the owners upon written request of the owners having at least twenty-five percent (25%) of the total votes, may require that an audit of the Apartment Association and management books relating to the Apartment Association be presented at any special meeting. An apartment owner, at his or her own expense, may at any reasonable time make an audit of the books of the Board and the Apartment Association.

8.4.2 Special meetings of the owners may be called at any time for the purpose of considering matters which by the terms of the Act or of this Declaration require the approval of all or some of the owners, or for any other reasonable purpose. Such meetings shall be called by written notice of the president of the Board upon the decision of the president, or after request signed by a majority of the Board, or by written request of the owners having at least twenty-five percent (25%) of the total votes, which notice shall be delivered not less than ten (10) days nor more than fifty (50) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting and the matters to be considered.

8.5 Bylaws of Association

8.5.1 Bylaws for the administration of the Apartment Association and the Property, and for other purposes not inconsistent with the Act or with the intent of this Declaration, shall be adopted by the Apartment Association by concurrence of those voting owners holding sixty percent (60%) of the voting power. Adoption may take place at a regular or special meeting. Notice of the time, place and purpose of such meeting shall be delivered to each apartment owner at least ten (10), but not more than fifty (50), days prior to such meeting. Amendments to the Bylaws may be adopted according to procedures provided in the Bylaws. Declarant may adopt initial Bylaws.

8.5.2 The Bylaws shall contain provisions identical to those provided in this Article 8 and may contain supplementary, but not inconsistent provisions regarding the operation of the condominium and administration of the property. The Bylaws shall establish such provisions for quorum, ordering of meetings, and details regarding the giving of notice as may be required for the proper administration of the Apartment Association and the Property.

ARTICLE 9
MANAGEMENT OF CONDOMINIUM

9.1 Management by the Board of the Apartment Association

9.1.1 The Board, for the benefit of the condominium and the apartment owners, shall enforce the provisions of this Declaration and the Bylaws; and shall acquire and pay for, out of the common expense fund hereinafter provided for, all goods and services and services necessary for the proper functioning of the condominium, the condominium's common area, and the Apartment Association, including, but not limited to, the following:

(a) Water, sewer, garbage collection, electrical, telephone, gas and any other necessary utility service. If one or more apartments or the common areas are not separately metered, the utility service may be paid as a common expense, and the Board may by reasonable formula allocate a portion of such expense to each such apartment involved as a portion of its common expense.

(b) Policies of insurance or bonds providing coverage for fire and other hazard, liability for personal injury and property damage, and fidelity of Apartment Association officers and other employees, as the same are more fully required hereafter and in the Bylaws of the Apartment Association.

(c) The services of persons or firms as required to properly manage the affairs of the condominium to the extent deemed advisable by the Board, as well as such other personnel as the Board shall determine are necessary or proper for the operation of the common area whether such personnel are employed directly by the Board or are furnished by the manager or management firm or agent.

(d) Legal and accounting services necessary or proper in the operation of the affairs of the Apartment Association, administration of the common area or the enforcement of this Declaration.

(e) Painting, maintenance, snow removal, repair and all landscaping and gardening work, and such furnishings and equipment as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the common area provided, however, that the interior

surfaces of each apartment shall be painted, maintained and repaired by the owners thereof, all such maintenance to be at the sole cost and expense of the particular owner as more particularly provided in Section 10.6.

(f) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure by law or which in its opinion shall be necessary or proper for the operation of the common area or for the enforcement of this Declaration; provided, that if for any reason such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for particular apartments or their owners, the cost thereof shall be specially assessed to the owners of such apartments.

(g) Maintenance and repair of any apartment, its appurtenances and appliances, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the common area or preserve the appearance and value of the condominium development, and the owner or owners of said apartment have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the owner or owners; provided, that the Board shall levy a special assessment against the apartment of such owner or owners for the cost of such maintenance or repair.

(h) The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the entire property or any part thereof which is claimed to or may, in the opinion of the Board, constitute a lien against the property or against the common areas, rather than merely against the interest of particular owners. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs and expenses incurred by the Board by reason of such lien or liens shall be assessed against the owners and the apartments responsible, to the extent of their responsibility.

(i) The Board's power hereinabove enumerated shall be limited in that the Board shall have no

authority to acquire and pay for out of the maintenance fund capital additions and improvements (other than for purposes of restoring, repairing or replacing portions of the common areas) having a total cost in excess of One Hundred Fifty and No/100 Dollars (\$150.00) multiplied by the number of apartments from time to time subject to this Declaration, without first obtaining the affirmative vote of the owners holding a majority of the voting power present or represented at a meeting called for such purpose or, if no such meeting is held, then the written consent of voting owners having a majority of the voting power; provided, that any expenditure or contract for capital additions or improvements in excess of Twenty Thousand and No/100 (\$20,000.00) must be approved by owners having not less than seventy-five percent (75%) of the voting power. The dollar amounts specified in this Section 9.2.1(i) may, in the discretion of the Board, be increased proportionately by the increase from the date hereof to the date of any such increase by the Board (or the closest date to either of the foregoing for which such index is published) in the Consumer Price Index for Urban Wage Earners and Clerical Workers for All Items Anchorage, Alaska, 1967=100 (or any successor index thereto) prepared by the United States Department of Labor to adjust for any inflation in the value of the dollar.

(j) The Board shall have the exclusive right to contract for all goods and services, payment of which is to be made from the maintenance fund. The Board may delegate such powers subject to the terms hereof.

(k) The Board may, from common funds of the Apartment Association, acquire and hold in the name of the Apartment Association, for the benefit of the owners, tangible and intangible personal property and real property and interests therein and may dispose of the same by sale or otherwise; and the beneficial interests in such property shall be owned by the owners in the same proportion as their respective interests in the common areas, and such property shall thereafter be held, sold, leased, rented, mortgaged or otherwise dealt with for the benefit of the common fund of the Apartment Association as the Board may direct. The Board shall not, however, in any case acquire real

property or personal property on behalf of the Apartment Association valued in excess of One Hundred Fifty and No/100 Dollars (\$150.00) multiplied by the number of apartments from time to time subject to the Declaration, by lease or purchase without first obtaining the affirmative vote of the owners holding a majority of the voting power present or represented at a meeting called for such purpose or, if no such meeting is held, then the written consent of voting owners having a majority of the voting power.

(l) The Board and its agents or employees may enter any apartment or limited common area when necessary in connection with any maintenance, landscaping or construction for which the Board is responsible or in the event of emergencies or other necessary repairs the apartment owner has failed to perform. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Board out of the common expense fund if the entry was due to an emergency (unless the emergency was caused by the owner of the apartment entered, in which case the cost shall be specially assessed to the unit entered) or for the purpose of maintenance or repairs to common or limited common areas where the repairs were undertaken by or under the direction or authority of the Board. If the repairs or maintenance were necessitated by or for the apartment entered or its owners or requested by its owners, the costs thereof shall be specially assessed to that apartment.

(m) Each owner, by the mere act of becoming an owner or contract purchaser of an apartment, irrevocably appoints the Apartment Association as his or her attorney-in-fact, with full power of substitution, to take such action as is reasonably necessary to promptly perform the duties of the Apartment Association and its Board hereunder, including but not limited to the duties to maintain, repair and improve the property; to deal with the apartment upon damage or destruction; and to secure insurance proceeds.

ARTICLE 10
USE; REGULATION OF USES; ARCHITECTURAL UNIFORMITY

10.1 Residential Use

The buildings and apartments shall be used for single-family residential purposes only and for the common social, recreational or other reasonable uses normally incident to such purposes. Apartments may be used for the purposes of operating the Apartment Association and for the management of the condominium, if required.

10.2 Leasing

The Board may, by resolution or bylaw provision, adopt guidelines for leasing or rental of apartments which shall be no more restrictive than those leasing guidelines adopted by Alaska Housing Finance Corporation. Any lease agreement shall provide that the terms of the lease or rental agreement shall be subject in all respects to the provisions of this Declaration, the Articles and Bylaws adopted for the administration of the Apartment Association and the Property and such resolutions, rules or regulations as may be adopted by the Board. Any failure of a lessor or lessee to comply with the terms of this Declaration, the Articles, Bylaws, resolutions, or applicable rules and regulations shall be a default under the lease or rental agreement.

10.3 Sales Facilities of Declarant

Notwithstanding any provision in Section 10.1, Declarant, its agents, employees and contractors shall be permitted to maintain during the period of sale of the condominium, upon such portion of the property as Declarant may choose, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the sale or rental of condominium apartments and interests, including but not limited to a business office, storage area, signs, model units, sales office and parking areas for all prospective tenants or purchasers.

10.4 Vehicle Parking

Parking spaces are restricted to use for parking of operative automobiles; other items and equipment may be parked or kept therein only subject to the rules or regulations of the

Board. The Board may require removal of any inoperative vehicle or any unsightly vehicle and any other equipment or item improperly stored in parking spaces. If the same is not removed, the Board may cause removal at the risk and expense of the owner thereof. Use of any or all parking areas may be regulated by the Board. All parking areas are subject to the provisions of Article 6 of this Declaration.

10.5 Common Drives and Walks

Common drives, walks, corridors and stairways shall be used exclusively for normal transit, and no obstructions shall be placed thereon or therein except by express written consent of the Board.

10.6 Interior Apartment Maintenance

10.6.1 Each apartment owner shall, at his or her sole expense, have the right and the duty to keep the interior of his or her apartment and its equipment, appliances and appurtenances in good order, condition and repair, and shall do all redecorating and painting at any time necessary to maintain the good appearance and condition of his or her apartment. Each owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, fans, heating or other equipment, electrical fixtures or appliances which may be in or connected with his or her apartment.

10.6.2 Without limiting the generality of the foregoing, each owner shall have the right and the duty, at his or her sole cost and expense, to maintain, repair, paint, paper, panel, plaster, tile and finish the interior surfaces of the ceilings, floors, window frames, door frames, trim and perimeter walls of the apartment and the surfaces of the bearing walls located within his or her apartment and shall not permit or commit waste of his or her apartment or the common areas. Each owner shall have the right to substitute new finished surfaces for the finished surfaces then existing on said ceilings, floors and walls. Each owner shall have the right to maintain, repair, paint, finish, alter, substitute, add or remove any fixtures attached to said ceilings, floors or walls. This section shall not be construed as permitting any work which will jeopardize the soundness or safety of the Property, reduce its value, or impair any easement or hereditament or interfere or damage the structural integrity of the building or interfere with

the use and enjoyment of the common areas or of the other apartments or any of them, nor shall it be construed to limit the powers or obligations of the Board hereunder.

10.6.3 Limited common areas, as defined in Article 6, are for the sole and exclusive use of the apartments for which they are reserved or assigned, although the use, condition and appearance thereof may be regulated under provisions of this Declaration or the Bylaws or rules. Apartment owners will be responsible for care and maintenance of the limited common areas reserved for or assigned to their apartments. Owners may not, however, modify, paint or otherwise decorate or in any way alter their respective limited common areas without prior approval of the Board. With respect to a limited common area reserved for or assigned to more than one apartment for the mutual and joint use thereof, if any, the cost of caring for and maintaining such limited common area shall be divided in equal shares among the apartments for which such limited common area is reserved, with each such share being collected as a special assessment owed by each such apartment.

10.7 Exterior Appearance

In order to preserve a uniform exterior appearance of the building and the common and limited common areas visible to the public, the Board may require and provide for the painting and other decorative finish of the building, lanais or patio/deck areas, or other common or limited common areas and prescribe the type and color of such decorative finishes and may prohibit, require or regulate any modification or decoration of the building, lanais, balconies or other common or limited common areas undertaken or proposed by any owner. This power of the Board extends to screens, doors, awnings, rails or other visible portions of each apartment and apartment building.

10.8 Effect on Insurance

Nothing shall be done or kept in any apartment or in the common area which will increase the rate of insurance on the common area or apartments without the prior written consent of the Board. No owner shall permit anything to be done or kept in his apartment or in the common or limited common areas which will result in the cancellation of insurance on any apartment or any part of the common or limited areas or which would be in violation of any laws.

10.9 Signs

No sign of any kind shall be displayed to the public view on or from any apartment or common area or limited common area without the prior consent of the Board; provided, that this section shall not apply to Declarant or Declarant's agents nor shall it apply to "For Sale" or "For Rent (or Lease)" signs of reasonable dimension.

10.10 Pets

No animals, livestock, reptiles or poultry shall be kept in any apartment, except that domestic dogs, cats, fish and birds in inside cages may be kept as household pets within any apartment, provided that they are not kept, bred or raised therein for commercial purposes or in unreasonable numbers. As used herein, "unreasonable numbers", shall be deemed to limit the number of dogs and cats to one each and birds to two each. The Apartment Association shall have the right to prohibit maintenance of any animal which, in the opinion of the Board, constitutes a nuisance to any other apartment owner. Dogs and cats belonging to apartment owners, occupants, licensees, guests or invitees, must be either kept within an enclosure or on a leash being held by a person capable of controlling the animal. The enclosure must be maintained so that the animal cannot escape therefrom, and shall be subject to the approval of the Board. Nothing contained herein shall be construed so as to permit any permanent animal enclosure in the common areas or limited common areas. Should any dog or cat belonging to an apartment owner be found on the Property and unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, the animal may be removed by Declarant or an apartment owner or occupant or by the Board or by a person designated by them so to do, to a pound under the jurisdiction of the local municipality and subject to the laws and rules governing the pound, or to a comparable animal shelter. Further, any apartment owner shall be absolutely liable to each and all other apartment owners, their families, guests and invitees for any damage to persons 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.

10.11 Rubbish Removal

Trash, garbage or other waste shall be disposed of only by depositing same, wrapped in a secure package, into designated trash containers. No owner shall permit or cause any trash or

refuse to be disposed of on any portion of the property subject to this Declaration, except for such designated trash containers. No garbage/trash cans shall be stored in such manner so as to be visible from a road or from the common area. No garbage/trash cans shall be set out for pick-up more than twenty-four (24) hours in advance of the designated pick-up time and all garbage/trash cans shall be removed from the pick-up area by 6:30 p.m. on collection day and returned to their storage space. No portion of the property shall be used for the storage of building materials, refuse or any other materials other than in connection with approved construction. There shall be no exterior fires whatsoever except barbeque fires contained within receptacles therefor.

10.12 Offensive Activity

No noxious or offensive activity shall be carried on in any apartment or common area, nor shall anything be done therein which may be or become an annoyance or nuisance to other owners. The Board may, by resolution or bylaw provision, adopt rules and regulations to define and enforce this provision.

10.13 Common-Area Alterations

Nothing shall be altered or constructed in or removed from the common area except upon the written consent of the Board and after following procedures required herein, by law or established by the Board.

10.14 House Rules

The Board or the Apartment Association members are empowered to pass, amend and revoke detailed administrative rules and regulations, or "House Rules," necessary or convenient from time to time to insure compliance with the general guidelines of this Article 10 and the other provisions of this Declaration or the Bylaws.

ARTICLE 11 COMMON EXPENSES AND ASSESSMENTS

11.1 Estimated Expenses

Within thirty (30) days prior to the beginning of each calendar year, or prior to the beginning of any fiscal year that

may hereafter be adopted by the Board pursuant to the Bylaws, the Board shall estimate the charges (including common expenses of the Apartment Association and any special assessments for particular apartments) to be paid during such year; shall make provision for creating, funding and maintaining reasonable reserves for contingencies, operations, and repair, replacement and acquisition of common areas and facilities; and shall take into account any expected income and any surplus available from the prior year's operating fund. The Declarant may at any suitable time establish the first such estimate. In addition, the Board shall establish a working capital fund for the initial months of operation of this condominium equal to at least two (2) months' estimated charges for each apartment. The charges calculated as above provided shall be levied by the Board against each owner and shall be paid in equal monthly installments as provided below. If the sum estimated and budgeted at any time proves inadequate for any reason (including nonpayment for any reason of any owner's assessment), the Board (or Declarant during development) may at any time levy a further assessment, which shall be assessed to the owners in like proportions.

11.2 Payment By Owners

The initial assessments shall begin for each phase of this condominium on the first day of the calendar month following the date of recording of the first deed conveying an apartment in each respective phase which is submitted to the Condominium. Each owner shall be obligated to pay annual assessments made pursuant to this Article 11 to the Apartment Association in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board shall designate. Any unpaid assessments shall bear interest at the rate of eighteen percent (18%) per annum or at such other rate as may be established by the Board, but not to exceed the maximum non-usurious rate established by law, from the due date until paid. Failure to pay assessments when due shall constitute a default. Upon default, the Association may bring an action for all in default, including interest. The budget may be reviewed and revised by the members at any annual meeting or any special meeting called for such purpose, but if not so reviewed or if no change is made, shall be deemed approved.

11.3 Purpose

All funds collected hereunder shall be expended for the purposes designated in this Declaration.

11.4 Separate Accounts

The Board shall maintain separate accounts for current operations and reserves of the Apartment Association. All assessments shall be collected and held in trust for, and administered and expended for the benefit of, the apartment owners.

The initial assessments shall begin for each apartment conveyed by the Declarant in each phase of this condominium on the first day of the calendar month following the date of recording of the first deed conveying an apartment in each respective phase. At such time the units conveyed in the new phase shall become subject to management and control by the Apartment Association, pursuant to Section 9.1 herein. The charges calculated as above provided shall be levied by the Board against the apartments and owners thereof and shall be paid in equal monthly installments as provided below.

11.5 Based on Percentage

Except for certain special assessments which may be levied against particular apartments under the provisions of this Declaration, all assessments for common expenses shall be assessed to apartments and the owners thereof on the basis of the percentages set forth in Schedule "C" and any amendments thereto.

11.6 Omission of Assessment

The omission by the Board before the expiration of any year to fix the estimate and assessments hereunder for that or the next year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the owner from the obligation to pay the assessments or any installment thereof for that or any subsequent year. The assessment fixed for the preceding year shall continue until a new assessment is fixed.

11.7 Records

The Board shall cause to be kept, in the form established by the Apartment Association's accountant, detailed, accurate records of the receipts and expenditures of the Apartment Association specifying and itemizing the maintenance and repair expenses and any other expense incurred. Such records and any resolutions authorizing the payments involved shall be available

for examination by any owner at convenient hours on weekdays.

11.8 Declarant Liability

Declarant shall be liable for all common expense assessments with respect to any apartment owned by Declarant in a new phase from the time the first unit owner of any apartment conveyed in the new phase becomes liable for common expense assessments pursuant to Section 11.4 herein, or from the time any apartment owned by Declarant in the new phase is occupied by or with the permission of Declarant, whichever occurs earlier.

11.9 Lien Indebtedness

Each monthly payment on the annual assessment and each special assessment shall be joint and several personal debts and obligations of the owner or owners and contract purchasers of apartments for which the same are assessed as of the time the same become due and shall be collectible as such. The amount of any assessment, whether regular or special, assessed to any apartment and the owner and/or purchaser of any apartment, plus interest at the rate of eighteen percent (18%) per annum or at such other rate as may be established by the Board, but not to exceed the maximum non-usurious rate established by law, from the date the same are due, and costs incurred by the Association in the collection of the same, shall be a lien upon such apartment and the appurtenant limited common area and the exclusive use thereof. "Costs" will include actual attorneys fees unless unreasonable, cost of credit reporting agency fees and reports, service of process fees, and management agent fees for waiting to appear in court and for appearance in court. The lien for payment of such assessments shall have priority over all other liens and encumbrances, recorded or unrecorded, except as priority may be limited by Alaska Statute 34.07.230. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosure or waiving the assessment lien.

11.10 Certificate of Assessment

A certificate executed and acknowledged by the treasurer or the president of the Board, or an authorized agent thereof if neither the president nor treasurer is available, stating the indebtedness for assessments or lack thereof secured by the assessment lien upon any apartment, shall be conclusive upon the Board and the owners as to the amount of such indebtedness on the

date of the certificate, in favor of all persons who rely thereon in good faith. Such a certificate shall be furnished to any owner or any encumbrancer of an apartment within a reasonable time after request, in recordable form, at a reasonable fee. Unless otherwise prohibited by law, any encumbrancer holding a lien on an apartment may pay any unpaid common expenses payable with respect to such apartment, and upon such payment such encumbrancer shall have a lien on the apartment for the amounts paid of the same rank as the lien of his or her encumbrance.

11.11 Security Deposit

An apartment owner may be required, by the Board or by the managing agent, from time to time, to make and maintain a security deposit not in excess of three (3) months' estimated monthly assessments, which may be collected as are other assessments. Such deposit shall be held in a separate fund, credited to the owner. Resort may be had thereto by the Board at any time when such owner is in ten (10) days or more delinquent in paying monthly or other assessments.

11.12 Foreclosure of Assessment Lien; Attorneys' Fees and Costs

The Declarant, managing agent or Board may initiate action to foreclose the lien of any assessment. In any action to foreclose a lien against any apartment for nonpayment of delinquent assessments, any judgment rendered against the owners of such apartment in favor of the Apartment Association shall include actual attorney's fees unless unreasonable and all costs and expenses reasonably incurred in the preparation for or in the prosecution of said action, in addition to taxable costs permitted by law.

11.13 Rental Value

From the time of commencement of any action to foreclose a lien against an apartment for nonpayment of delinquent assessments, the owner or purchaser of such apartment shall pay to the Board the reasonable rental value of the apartment, to be fixed by the Board. The plaintiff in any such foreclosure shall be entitled to the appointment of a receiver to collect the same, who may, if said rental is not paid, obtain possession of the apartment, refurbish it for rental, up to a reasonable standard for rental units in this type of condominium, rent the apartment or permit its rental to others and apply rents first to costs of the receivership and attorneys' fees thereof, then to costs of refurbishing the apartment, then to costs, fees and charges of

the foreclosure action, then to the payment of the delinquent assessment charges; provided, however, the provisions of this Section 11.13 shall not be effective with respect to any apartment until and unless the holder of the first mortgage, if any, on such apartment shall consent to the same.

11.14 Rental Apartments

If an apartment is rented by its owner, the Board may collect, and the tenant or lessee shall pay over to the Board, so much of the rent for such apartment as is required to pay any amounts due the Board hereunder, plus interest and costs, if the same are in default over thirty (30) days. The renter or lessee shall not have the right to question payment over to the Board, and such payment will discharge the lessee's or renter's duty of payment to the owner for rent, to the extent such rent is paid to the Board but will not discharge the liability of the owner or purchaser and the apartment under this Declaration for assessments or operate as an approval of the lease. The Board shall not exercise this power where a receiver has been appointed.

11.15 Termination of Utility Service

In addition to and not by way of limitation upon other methods of collecting any assessments, the Board shall have the right, after having given ten (10) days' notice to any apartment owner who is delinquent in paying his assessments, to cut off any and all utility services to the delinquent owner's apartment until such assessments are paid.

11.16 Remedies Cumulative

The remedies provided are cumulative, and the Board may pursue them concurrently with any other remedies which may be available under law or in equity although not expressed herein.

ARTICLE 12 INSURANCE

12.1 Insurance Coverage

The Board shall obtain and maintain at all times as a common expense a policy or policies and bonds required to provide:

12.1.1 Fire insurance, with extended coverage endorsement, in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation, but less any other deductions which the board may find reasonable after consultation with insurance consultants) of the common and limited common areas and the apartments, with the Board named as insured as trustee for the benefit of owners and mortgagees as their interests may appear, or such other fire and casualty insurance as the Board shall determine to give substantially equal or greater protection insuring the owners, and their mortgagees, as their interests may appear. Said policy or policies shall provide for separate protection for each apartment to the full insurable replacement value thereof (limited as above provided), and a separate loss-payable endorsement, in favor of the mortgagee or mortgagees of each apartment, if any, and further, a separate loss-payable clause in favor of the mortgagee of the condominium, if any. All insurance shall be obtained from an insurance carrier rated Triple A by Best's Insurance Reports or an equivalent rating service, licensed to do business in the State of Alaska.

12.1.2 General comprehensive liability insurance insuring the Board, the Apartment Association, the owners, Declarant and managing agent against any liability to the public or to the owners of apartments and of the common and limited common areas, and their invitees or tenants, incident to the ownership or use of the common and limited common areas and apartments (including but not limited to owned and non-owned automobile liability). The liability under such insurance shall be not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage for any occurrence. This policy limit shall be reviewed at least annually by the Board and increased in its discretion. Directors and officers insurance shall be obtained by the Board of Directors, if available at a cost and on terms and conditions acceptable to the Board.

12.1.3 Workmen's compensation insurance to the extent required by applicable laws.

12.1.4 Insurance against loss of personal property of the Apartment Association by fire, theft and other causes, with deductible provisions as the Board deems advisable.

12.1.5 Fidelity bonds in such amounts as the Board deems advisable covering any person or entity handling funds of the Apartment Association including, without limitation, employees of any professional managers.

12.1.6 Such other insurance or fidelity bonds as the Board deems advisable.

12.1.7 In the event that the Board should secure an insurance policy with a deductible greater than Five Hundred Dollars (\$500) then, in that event, the Board shall place the deductible amount into the annual budget as a reserve item.

12.2 Owner's Additional Insurance

Each owner may obtain additional insurance respecting his or her apartment as contemplated under Alaska Statute 34.07.400 at his or her own expense; no owner shall, however, be entitled to exercise his or her right to maintain insurance coverage in any manner which would decrease the amount which the Board or any trustee for the Board, on behalf of all of the owners, will realize under any insurance policy which the Board may have in force on the condominium at any particular time. Each owner is required to and agrees to notify the Board of all improvements by the owner to his or her apartment the value of which is in excess of One Thousand and No/100 Dollars (\$1,000.00). Any owner who obtains individual insurance policies covering any portion of the condominium other than personal property belonging to such owner is hereby required to file a copy of such individual policy or policies with the Board within thirty (30) days after purchase of such insurance, and the Board shall immediately review its effect with the Board's insurance broker, agent or carrier.

12.3 Insurance Proceeds

Insurance proceeds for damage to or destruction of any part of the Property shall be paid to the Board on behalf of the Apartment Association, which shall segregate such proceeds from other funds for use and payment as provided for in Article 13. The Board shall have the authority to settle and compromise any claim under insurance obtained by the Apartment Association, and the insurer may accept a release and discharge of liability made by the Board on behalf of the named insureds under the policy.

12.4 Additional Policy Provisions

To the extent deemed practicable and desirable by the Board after consultation with the Apartment Association's insurance broker, agent or carrier, the insurance policy or policies required under Section 12.1 shall:

12.4.1 Provide that the liability of the insurer thereunder shall not be affected by, and the insurer shall not claim any right of setoff, counterclaim, apportionment, proration or contribution by reason of, any other insurance obtained by or for any apartment owner;

12.4.2 Contain no provisions relieving the insurer from liability for loss occurring while the hazard to such buildings is increased, whether or not within the knowledge or control of the Board, or because of any breach of warranty or condition or any other act or neglect by the Board or any apartment owner or any other persons under either of them;

12.4.3 Provide that such policy may not be cancelled (whether or not requested by the Board) except by the insurer giving at least sixty (60) days' prior written notice thereof to the Board and every other person in interest who shall have requested such notice of the insurer;

12.4.4 Contain a waiver by the insurer of any right of subrogation to any right of the Apartment Association and the Board or either, against the owner or lessee of any apartment; and

12.4.5 Contain a standard mortgagee clause which shall:

(a) Provide that any reference to a mortgagee or beneficiary in such policy shall mean and include all holders of mortgages and deeds of trust of any apartment or apartment lease or sublease, in their respective order and preference, whether or not named therein;

(b) Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Board or apartment owners or any persons under any of them;

(c) Waive any provision invalidating such mortgage clause by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium thereon and any contribution clause; and

(d) Provide that, without affecting any protection afforded by such mortgage clause, any proceeds payable under such policy shall be payable to the Board or the insurance trustee.

ARTICLE 13
DAMAGE OR DESTRUCTION; RECONSTRUCTION

13.1 Initial Board Determinations

In the event of damage to or destruction of any part of the Property, the Board shall promptly, and in all events within thirty (30) days after the date of damage or destruction, make the following determinations with respect thereto, employing such advice as the Board deems advisable:

13.1.1 The nature and extent of the damage or destruction, together with an inventory of the improvements and Property directly affected thereby;

13.1.2 A reasonably reliable estimate of the cost to repair the damage or destruction, which estimate shall, if reasonably practicable, be based upon two or more firm bids obtained from responsible contractors;

13.1.3 The anticipated insurance proceeds, if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer;

13.1.4 The amount, if any, that the estimated cost of repair and restoration exceeds the anticipated insurance proceeds therefor and the amount of assessment to each apartment if such excess was paid as a maintenance expense and specifically assessed against all the apartments in proportion to their percentage of interest in the common areas;

13.1.5 The requirements of municipal ordinances, land use and zoning provisions, necessary permits and state law with respect to the proposed repair, reconstruction or rebuilding; and

13.1.6 The Board's recommendation, taking the above considerations into account, as to whether such damage or destruction should be repaired.

13.2 Notice of Damage or Destruction

The Board shall promptly, and in all events within thirty-five (35) days after the date of damage or destruction, provide each owner, and each mortgagee who has requested such a notice in writing, with a written notice summarizing the Board's initial determination made under Section 13.1. If the Board fails to do so within said thirty-five (35) days, then any owner or mortgagee may make the determinations required under Section 13.1 and give the notice required under this Section 13.2.

13.3 Definitions: Restoration; Emergency Work

13.3.1 As used in this Article 13, the words "repair," "reconstruct," or "rebuild" shall mean restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each apartment and the common and limited common areas having substantially the same vertical and horizontal boundaries as before. Modifications to conform to applicable governmental laws, rules and regulations or available means of construction may be made.

13.3.2 As used in this Article 13, the term "emergency work" shall mean that work which the Board deems reasonably necessary to avoid further damage to, destruction of, or substantial diminution in value of the improvements or the common area and to reasonably protect the owners from liability due to the condition of the site.

13.4 Owners' Meeting; Determination to Repair

13.4.1 The Board shall promptly, and in all events within thirty-five (35) days after the date of damage or destruction, call a special owners' meeting to consider repair of the damage or destruction. If the Board fails to do so within said thirty-five (35) day period, then, notwithstanding the provisions of subsection 8.4.2, any

owner or mortgagee may convene and conduct the meeting required under this section 13.4.1.

13.4.2 Except for emergency work, no repair and restoration work shall be commenced until the conclusion of the special owners' meeting required under Section 13.4.1.

13.4.3 The owners shall determine at the special owners' meeting whether to repair, reconstruct or rebuild or whether to do otherwise. A majority vote of all the owners shall be required to authorize the repair, reconstruction or rebuilding and a unanimous vote of all the owners shall be required to do otherwise. If within sixty (60) days of damage or destruction of all or part of the Property it is not determined by a majority of all apartment owners to repair, reconstruct, or rebuild in accordance with the original plan, or by a unanimous vote of all apartment owners to do otherwise, then any common funds including, without limitation, insurance proceeds, if any, and the common areas shall be held and distributed in accordance with the provisions of section 13.6.

13.5 Restoration by Board

13.5.1 After the owners shall have decided to repair and reconstruct in accordance with the provisions of Section 13.4.3, the Board shall promptly repair the damage and destruction, use the available insurance proceeds therefor and pay for the actual cost of repair and restoration in excess of insurance proceeds secured as a common expense which shall be specially assessed against all apartments subject to this Declaration in proportion to their percentages of interest in the common areas.

13.5.2 The Board shall have the authority to employ architects and attorneys, advertise for bids, let contracts to contractors and others, and take such other action as is reasonably necessary to effectuate the repair and restoration. Contracts for such repair and restoration shall be awarded when the Board, by means of insurance proceeds and sufficient assessments, has made provisions for payment of the cost thereof. The Board may further authorize the insurance carrier to proceed with repair and restoration upon satisfaction of the Board that such work will be appropriately carried out.

13.5.3 The Board may enter into a written agreement in recordable form with any reputable financial institution or trust or escrow company that such firm or institution shall act as an insurance trustee to adjust and settle any claim for such loss in excess of Fifty Thousand and No/100 Dollars (\$50,000.00), or for such firm or institution to collect the insurance proceeds and carry out the provisions of this Article 13.

13.6 Decision Not to Restore; Disposition

In the event of a determination under subsection 13.4.3 not to repair the damage or destruction or, if within sixty (60) days of damage or destruction of all or part of the property it is not determined by a majority of all apartment owners to repair, reconstruct, or rebuild in accordance with the original plan, or by a unanimous vote of all apartment owners to do otherwise, the Board may nevertheless expend such of the insurance proceeds and common funds as the Board deems reasonably necessary for emergency work (which emergency work may include but is not necessarily limited to removal of the damaged or destroyed buildings and clearing, filling and grading the real property), and the remaining common funds including, without limitation, insurance proceeds, if any, and common areas shall thereafter be held and distributed as follows:

13.6.1 Such remaining funds and property shall be owned in common by the apartment owners and shall no longer be subject to this Declaration or to condominium ownership;

13.6.2 The undivided interest in such remaining funds and property owned in common which appertains to each apartment owner shall be the percentage of undivided interest previously owned by such owner in the common areas and facilities;

13.6.3 Any mortgages or liens affecting any of the apartments shall be deemed transferred, in accordance with the existing priorities, to the undivided percentage interest of the apartment owner in such remaining funds and property; and

13.6.4 Such remaining funds and property shall be subject to an action for partition at the suit of any apartment owner, in which event the net proceeds of sale, together with the net proceeds of the insurance of the property, if any, shall be considered as one fund; such fund shall be

divided into separate shares, one for each apartment owner in a percentage equal to the percentage of undivided interest owned by each such owner in the property, then, after first paying out of the respective share of each apartment owner, to the extent sufficient for the purpose, all mortgages and liens on the undivided interest in the property owned by such apartment owner, the balance remaining in each share shall be distributed to each apartment owner respectively.

13.7 Miscellaneous

The provisions of this Article 13 shall constitute the procedure by which a determination is made by the apartment owners to repair, restore, reconstruct or rebuild as provided in the Act. By the act of accepting an interest in the Property, each apartment owner and party claiming by, through or under such owner hereby consents and agrees to the provisions hereof. In the event that any provision of this Article 13 shall be determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect the validity of any other provision of this Declaration. The purpose of this Article 13 shall be to provide a fair and equitable method of allocating the costs of repair and restoration and making a determination to repair and restore if all or a portion of the improvements are damaged or destroyed. The provisions of this Article 13 shall be liberally construed to accomplish that purpose. The dollar amounts specified in this Article 13 may, in the discretion of the Board, be increased proportionately by the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (or any successor index thereto), all Items (1967-100), for Anchorage, Alaska, prepared by the United States Department of Labor for the first month for which such index is published preceding the damage over the same month in year 1979 to adjust for any inflation in the value of the dollar. By unanimous vote, which vote shall be taken within sixty (60) days after the damage or destruction, the apartment owners may determine to do otherwise than as provided in this Article 13.

ARTICLE 14 CONDEMNATION

14.1 Condemnation

If all or any part of the Property is taken by any power having the authority of eminent domain, all compensation and

damages for an on account of the taking shall be payable in accordance with A.S. 34.08.740.

14.2 Reconstruction and Repair

Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article 13 above; provided, that the Board shall be entitled to receive or retain and apply such portion of each owner's share of the condemnation award as is necessary to discharge said owner's liability for any special assessment arising from the operation of Article 13.

ARTICLE 15 COMPLIANCE WITH DECLARATION

15.1 Enforcement

Each owner shall comply strictly with the provisions of this Declaration, the Articles and Bylaws of the Apartment Association, and rules and regulations adopted and promulgated by the Board, as the same may be lawfully amended from time to time, and with all decisions adopted pursuant to this Declaration, the Articles and Bylaws of the Apartment Association, and rules and regulations. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board acting through its respective officers on behalf of the owners or by the aggrieved owner on his or her own behalf.

15.2 No Waiver of Strict Performance

The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration or of the Articles, Bylaws or rules or regulations thereof, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a future waiver or relinquishment of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board of any assessment from an owner, whether or not the Board has knowledge of any such breach shall not be deemed a waiver of such breach, and no waiver of any provision

hereof shall be deemed to have been made unless expressed in writing and signed for the Board. This section also extends to Declarant or Declarant's managing agent exercising the powers of the Board during the initial period of operation of either the Board or the Association during the Development Period.

ARTICLE 16
LIMITATION OF LIABILITY

16.1 Liability for Utility Failure, Etc.

Except to the extent covered by insurance obtained by the Board pursuant to Article 12, neither the Apartment Association, or the Board (or Declarant or Declarant's managing agent exercising the powers herein granted) shall be liable for: any failure of any utility or other services to be obtained and paid for; or for injury or damage to person or property caused by the elements or resulting from electricity, water, rain, dust or sand which may lead or flow from outside or from any parts of the buildings or from any of its pipes, drains, conduits, appliances or equipment, or from any other place; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of common expense assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

16.2 No Personal Liability

So long as a member of the Board, or committee member of the Association, or an officer of the Association, or Declarant or Declarant's managing agent exercising the powers herein granted, has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person, then no such person shall be personally liable to any owner or to any other party for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person; provided, that this section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance pursuant to Article 12.

16.3 Indemnification of Board Members

Each member of the Board, each member of a committee of the Apartment Association and each officer of the Apartment Association and Declarant or Declarant's managing agent exercising the powers herein granted shall be indemnified by the owners against all expenses and liabilities, including actual attorneys' fees if not unreasonable, reasonably incurred by or imposed in connection with any proceeding to which he or she may be a party or in which he or she may become involved by reason of having held any such position, or any settlement thereof, whether or not he or she holds such position at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided, that, in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Apartment Association. This section shall extend to and apply also for the indemnification of Declarant or the indemnification of the managing agent, if any.

ARTICLE 17 MORTGAGEE PROTECTION

17.1 Priority of Mortgages

Notwithstanding all other provisions hereof and as provided in the Act, the liens created under this Declaration upon any apartment for assessments shall be subject to the rights of the secured party in the case of any indebtedness secured by mortgages or deeds of trust which were made in good faith and for value upon the apartment. Where such mortgagee of the apartment, as defined in Section 18.1, or other purchaser of an apartment obtains possession of an apartment as a result of mortgage foreclosure or deed of trust sale, or by deed or assignment in lieu of foreclosure, such possessor and his successors and assigns shall not be liable for the share of the common expenses or assessments imposed by the owners or Apartment Association chargeable to such apartment which became due prior to such possession, but will be liable for the common expenses and assessments accruing after such possession. The unpaid share of common expenses or assessments which become due prior to such possession shall be deemed to be common expenses collectible from

all of the apartment owners, including such possessor, his successor and assigns.

17.2 Change in Manager

In the event that professional management is employed by the Apartment Association the contract of employment shall provide that at least thirty (30) days' notice of any contemplated change in the professional manager shall be given to any institutional first mortgagee or institutional deed of trust beneficiary of any apartment. The contract of employment with such professional manager shall also permit cancellation with or without cause on thirty (30) days' written notice by either party and shall have a term not in excess of one (1) year, renewable by agreement of the parties for successive one-year periods; provided, however, notwithstanding the foregoing, in the event that professional management is once employed by the Apartment Association, any decision by the Apartment Association to terminate such professional management and assume self-management shall not be effective until and unless the prior written consent of seventy-five percent (75%) of all institutional holders of first mortgages or deeds of trust is obtained.

17.3 Abandonment or Termination of Condominium Status

Except when acting pursuant to the provisions of the Act involving damage, destruction or condemnation, neither the Apartment Association or any other person including, without limitation, Declarant shall seek to abandon or terminate the condominium status of the project without first having received the prior written consent of seventy-five percent (75%) of all institutional first mortgagees and institutional first deed of trust beneficiaries of any apartments.

17.4 Partitions and Subdivisions

Except as otherwise specifically provided for in this Declaration, no apartment shall be partitioned or subdivided without the prior written approval of seventy-five (75%) of all institutional first mortgagees or institutional first deed of trust beneficiaries of the apartment being subdivided or partitioned.

17.5 Copies of Notices

In the event the Apartment Association gives to any owner of an apartment any notice that such owner has for more than thirty

(30) days failed to meet any obligation under the condominium documents, it shall also give a copy of such notice to any institutional first mortgagee or institutional first deed of trust beneficiary which has requested to be so notified.

17.6 Effect of Declaration Amendments

Except as otherwise specifically provided for in this Declaration, no amendment of this Declaration shall be effective to modify, change, limit or alter the rights expressly conferred upon institutional holders of a first mortgage or deed of trust in this instrument with respect to any unsatisfied mortgage duly recorded unless the amendment shall be first consented to in writing by the holder of such mortgage or deed of trust.

17.7 Insurance

Where the mortgagee of an apartment as defined in Section 18.1 has filed a written request with the Board or where the mortgagee of the condominium has filed a written request with the Board or is known to the Board, the Board shall:

17.7.1 Furnish the mortgagee with a copy of any insurance policy or evidence thereof which is intended to cover the apartment on which such mortgagee has a lien;

17.7.2 Require any insurance carrier to give such mortgagee at least ten (10) days written notice before cancelling any insurance with respect to such property on which the mortgagee has a lien;

17.7.3 Not make any settlement of any insurance claims for loss or damage to any such apartment exceeding Three Thousand and No/100 Dollars (\$3,000.00) without the approval of such mortgagee; provided that the withholding of such approval shall not be unreasonable or in conflict with the provisions of Article 13,

17.7.4 Give the mortgagee timely written notice of the initiation of any condemnation or eminent domain proceedings affecting the common areas or any portion thereof or any such proceeding affecting the apartment or portion thereof in which such mortgagee has an interest.

17.8 Inspection of Books/Meeting

Upon request, institutional first mortgagees and institutional deed of trust beneficiaries shall be entitled to

inspect during normal business hours on weekdays all of the books and records of the Apartment Association, to require and receive annual audited financial statements regarding the financial status of the Apartment Association and other reasonable financial data with respect thereto within ninety (90) days following the end of any fiscal year of the Association and to receive written notice of all meetings of the Association and to designate a representative to attend all such meetings.

17.9 Use of Hazard Insurance Proceeds

Hazard insurance proceeds shall not be used for any purpose other than the repair, replacement or reconstruction of the property, except as provided by statute or otherwise herein in case of substantial loss to the apartments or common area without the prior written approval of at least seventy-five percent (75%) of all institutional holders of first mortgages of first deeds of trust on the apartments.

ARTICLE 18 MORTGAGEE'S RIGHTS AFTER FORECLOSURE

18.1 Apartment and Condominium Mortgage

When used in this Declaration: (a) Mortgage shall also mean deed of trust; (b) Deed of Trust shall also mean mortgage; (c) Beneficiary of a deed of trust shall also mean mortgage; and (d) Mortgagee shall also mean beneficiary of a deed of trust. Mortgagee of the apartment refers to the holder of the mortgage or deed of trust on an apartment which was recorded simultaneously with or after the recordation of this Declaration. Mortgagee of the condominium refers to the holder, if any, of a deed of trust or mortgage on the real property which this Declaration affects which was executed and recorded prior to the recordation of this Declaration.

18.2 Obtaining Declarant's Powers

In the event the mortgagee of the condominium becomes bound by this Declaration by granting one or more partial releases or otherwise and forecloses its mortgage or deed of trust and obtains possessory rights, legal title, or certificates of sale to the unsold apartment or apartments and appurtenant common areas covered by the respective deed of trust or mortgage liens.

then the mortgagee of the condominium shall be exempt from any "Right of first refusal" and may succeed to and assume, to the exclusion of Declarant, the powers of Declarant as set forth in this Declaration.

18.3 Liability of Mortgagee

In the event the mortgagee of the condominium is conveyed the unsold apartments in lieu of foreclosure or obtains possessory rights, legal title or purchaser's certificate to said unsold apartments as a result of the foreclosure of the mortgage or deed of trust covering the condominium, then said mortgagee will be liable for only that portion of any assessment against any completed apartment unit so owned by mortgagee (or to which mortgagee has a certificate of purchase) for which Declarant would be liable under Section 11.8; provided, that in no event will the mortgagee be liable for any past-due assessments which accrued or became due prior to the time the mortgagee obtained possession by foreclosure or by deed in lieu of foreclosure; and provided further, that after initial sale, if the mortgagee reacquires any apartment, or if at any time the mortgagee retains any apartment and grants, rents or leases the same, the mortgagee shall be liable for assessments to such apartment.

ARTICLE 19 EASEMENTS

19.1 In General

It is intended that, in addition to rights under the Act, each apartment has an easement in, under, over and through each other apartment and the common and limited common areas for all support elements and utility, wiring, heating and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of this condominium plan. Without limiting the generality of the foregoing, each apartment and all common and limited common areas are specifically subject to an easement for the benefit of each of the other apartments in the building for all duct work for the several apartments for fireplaces and associated flues and chimneys. In addition, each apartment and all the common and limited common areas are specifically subject to easements as required for the intercom and electrical entry system, if any, for the electrical wiring and plumbing, for the air-conditioning lines and equipment, if any, for each apartment, for the vacuum

system roughed-in in each apartment, if any, and for the master antenna cable system. Finally, each apartment as it is constructed is granted an easement to which each other apartment and all common and limited common areas are subject for the location and maintenance of all the original equipment and facilities and utilities for such apartment. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for common facilities reserved by law.

19.2 Association Functions

There is hereby reserved to Declarant, the Apartment Association and the Board, or their duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Apartment Association and the Board as are set forth in the Declaration, the Articles and Bylaws of the Apartment Association, and the Apartment Association Rules.

19.3 Encroachments

Each apartment and all common and limited common areas are hereby declared to have an easement over all adjoining apartments and common and limited common areas for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, reconstruction or repair, settlement or shifting or movement of buildings or improvements on the property or any portion thereof, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of owners shall not be altered in any way by said encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner or owners if said encroachment occurred due to the willful act or acts with full knowledge of said owner or owners. In the event an apartment area or common or limited common area is partially or totally destroyed and then repaired or rebuilt, the owners agree that minor encroachments over adjoining apartments and common and limited common areas shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any apartment.

19.4 Reservation of Easements by Declarant

Declarant hereby reserves to itself, and to its successors and assigns an exclusive easement under, over, through and across the Property described in Schedule "A" for the benefit of the property described in Schedule "D" including, without limitation, all roads, streets, driveways, parking areas, walks, lawns and other open areas and all main conduits, lift stations, transformers and other facilities thereon for the installation, operation, maintenance and repair of a Broadband Communications System ("BCS") which system may include, but is not limited to, providing or prescribing regulated or unregulated cable or microwave television service, M.A.T.V., interactive telephone and television services and monitored health and security devices and such other services as may be provided by the BCS operator. In this connection, Declarant (or other BCS Operator, as herein provided) shall be entitled, but shall not be required, to install, in connection with its development of the property described in Schedules "A" and "D", a BCS to serve such property.

Declarant further reserves a perpetual nonexclusive easement under, over, through and across the Property described in Schedule "A" for the benefit of the property described in Schedule "D" including, without limitation, all roads, streets, driveways, parking areas, walks, lawns and other open areas and all main conduits, lift stations, transformers and other facilities thereon for the purposes set forth in (a) through (c) below:

(a) Ingress and egress for the benefit of all or any portion of the property described in Schedule "D" and for exercise of the easements herein reserved;

(b) Providing sewer, water, power, drainage, telephone, television antenna systems and other utility services to all or any portion of the property described in Schedule "D"; and

(c) Constructing, using, maintaining, repairing and replacing such recreational facilities that Declarant in its exclusive judgment may establish for the use of other persons, including without limitation, such persons hereafter acquiring an interest in all or any portion of the lands described in Schedule "D"; provided, however, that any such recreational facilities may also be used by the apartment owners under such terms, conditions and

limitations established by Declarant during development and as thereafter may be established by the Board.

Without limitation to the foregoing, Declarant hereby reserves a perpetual nonexclusive easement for the purposes set forth above under, over, through and across the Property described as Phase I in Schedule "A" for the benefit of the property described in Schedule "D".

19.5 Repair of Easement Areas

Any exercise of the easements herein reserved obligates the user to repair and replace the easement area to the condition that existed prior to such exercise.

ARTICLE 20 INTERPRETATION

20.1 Liberal Construction

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of this Horizontal Property Regime under the provisions of Alaska's Horizontal Property Regimes Act, (the "Act"), AS 34.07.010 et seq. and the Alaska Common Interest Ownership Act, AS 34.08.010 et seq., after its effective date, insofar as applicable as provided in AS 34.08.040. It is intended and covenanted also that, insofar as it affects this Declaration and condominium, the provisions of the Acts referenced herein under which this Declaration is operative shall be liberally construed to effectuate the intent of this Declaration insofar as reasonably possible.

20.2 Consistent with Act

The terms such as, but not limited to, "apartment," "apartment owner," "association of apartment owners," "building," "common areas and facilities," "common expenses," "land," "limited common areas" and "property" used herein are intended to have the same meaning given in the Act unless the context clearly requires otherwise or to so define the terms would produce an illegal or improper result.

20.3 Covenant Running with Land

It is intended that this Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, supplementing and interpreting the Act and operating independently of the Act should the Act be, in any respect, inapplicable.

20.4 Apartment and Building Boundary

In interpreting the Survey Map and Plans, the existing physical boundaries of the building and each apartment as constructed shall be conclusively presumed to be its boundaries.

20.5 "Person," Etc.

When interpreting this Declaration, the term "person" may include natural persons, partnerships, corporations, associations and personal representatives. The term "owners" means the owners of the apartments created by this Declaration. The term "mortgage" may be read to include deeds of trust. The singular may include the plural, and the masculine may include the feminine and the neuter where the context so admits or requires.

20.6 Declarant is Original Owner

Declarant is the original owner of all apartments and property and will continue to be deemed the owner thereof except as conveyances or documents changing such ownership regarding specifically described apartments are recorded or filed of record.

20.7 Captions and Schedules

Captions given to the various Articles and sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The various schedules referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth where such reference is made.

20.8 Mortgage

The words "mortgagee" or "beneficiary" where used herein shall include mortgagee and deed of trust beneficiaries.

ARTICLE 21
PROCEDURES FOR SUBDIVIDING OR COMBINING

21.1 Procedure

Subdivision and/or combining of any apartment or apartments, common areas and facilities, or limited common areas and facilities are authorized only as follows:

21.1.1 Any owner or owners of an apartment or apartments may propose any subdividing or combining of any such apartment or apartments and appurtenant common areas or limited common areas. All such proposals shall be in writing together with complete plans and specifications, appropriate approvals, permits, engineering reports, architectural review statements, or such other documents the Board may require to be assured that the work proposed will comply with all applicable state, local and municipal laws, codes, ordinances and regulations. The proposal shall also include a proposed amendment to the Declaration, Survey Map and Plans covering such subdividing or combining and shall be submitted to the Board, which shall then notify all other apartment owners of the requested subdivision or combination. No subdivision or combining of apartments may take place during the development period without also obtaining the written consent of Declarant.

21.1.2 Upon written approval of such proposal by sixty (60%) percent of the owners and by Declarant, if required, the owner making the proposal may proceed according to the approved plans and specifications, provided, that the Board may in its discretion (but it is not mandatory that the Board exercise this authority) impose reasonable conditions upon construction, establish deadlines for completion of the work, or may require that the Board administer the work or the provisions for the protection of other apartments or common areas.

21.1.3 The Board may, but is not required, to retain one or more inspectors of applicable discipline, experience and background to inspect work performed, at the cost and expense of the unit owner or owners making the proposal. The Board may require progress reports to be made to the Board. Costs of amending the declaration, resurvey, redrafting of plans and replatting shall be borne by the u

unit owner or owners making the proposal for subdivision or combination.

21.1.4 The changes in the Survey Map, if any, and the changes in the Plans and Declaration shall be placed of record as amendments to the Survey Map, Plans, and Declaration of Condominium in accordance with the provisions of Section 22.1.

ARTICLE 22
AMENDMENT OF DECLARATION, SURVEY MAP, PLANS

22.1 Declaration Amendment

Amendments to the Declaration shall be made by an instrument in writing entitled "Amendment to Declaration" which sets forth the entire amendment. Except as otherwise specifically provided for in this Declaration, any proposed amendment must be approved by a majority of the Board prior to its adoption by the owners. Amendments may be adopted at a meeting of the owners if sixty (60%) percent of the owners vote for such amendment or without any meeting if all owners have been duly notified and sixty (60%) percent of the owners consent in writing to such amendment. In all events, the amendment when adopted shall bear the signature of the president of the Apartment Association and shall be attested by the secretary, who shall state whether the amendment was properly adopted, and shall be acknowledged by them as officers of the Apartment Association. Amendments once properly adopted shall be effective upon recording in the appropriate governmental offices. Except as otherwise set forth in Article 25, any material amendment including, but not limited to, any amendment altering the value of the property and of each apartment and the percentage of undivided interest in the common areas and facilities, shall require the consent of seventy-five percent (75%) of the apartment owners and seventy-five percent (75%) of the mortgagees of the apartments (this provision and other like provisions, do not require that a mortgagee of an apartment and the owner thereof each consent but only requires the consent of seventy-five percent (75%) of each designated group). It is specifically covenanted and understood that any amendment to this Declaration properly adopted will be completely effective to amend any or all of the covenants, conditions and restrictions contained herein which may be affected and any or all clauses of this Declaration or Survey Map and Plans unless otherwise specifically provided in the section being amended or the amendment itself.

22.2 Map and Plans Amendment

Except as otherwise provided herein, the Survey Map and Plans may be amended by revised versions or revised portions thereof referred to and described as to effect in an amendment to the Declaration adopted as provided for herein. Copies of any such proposed amendment to the Survey Map and Plans shall be made available for the examination of every owner. An amendment to the Survey Map and Plans shall also be effective, once properly adopted, upon recordation in the appropriate recording district office in conjunction with the Declaration amendment.

22.3 Amendments to Conform to Construction

Declarant, upon Declarant's sole signature, may file an amendment to the Declaration and to the Survey Map and Plans, from time to time, to conform them to the actual location of any of the constructed improvements and to establish, vacate, and relocate utility easements, access-road easements and parking areas.

22.4 Phase Amendments

It is specifically covenanted and agreed that Declarant, at any time and upon Declarant's sole signature, may file an amendment to the Declaration and to the Survey Map and Plans indicating that a phase of the condominium development has been completed pursuant to Article 25 herein and including an as-built certificate for such phase, detailed drawings for such phase and any other changes or any information required to effect the completion of such phase pursuant and subject to the provisions of Article 25 hereof.

22.5 Discontinuance of Condominium

It is further specifically covenanted that any decision or failure to act by the owners under this Declaration or any applicable provision of law which intends or requires discontinuance of this condominium or removal of the property from the provisions of the Act shall, if such decision or failure to act is sufficient in respect to Horizontal Property Regimes under the Act, also terminate and discontinue the effect of any and all of the covenants, conditions and restrictions set forth herein and all provisions of the Survey Map and Plans, unless other specific provision is made by recorded amendments to the Declaration, and, if required, to the Survey Map and Plans.

ARTICLE 23
MISCELLANEOUS

23.1 Due Process Provisions

Procedures governing notice and opportunity to be heard or issues related to fines or other enforcements taken by the Board of Directors or by Committees established by the Board shall be as provided in the Rules and Regulations of the Apartment Association.

23.2 Service of Process

William L. McNall, whose address is 3333 Denali Street, Suite 120, Anchorage, Alaska 99503, is the person upon whom process may be served as provided for in the Act. After organization of the Apartment Association, service of process for the purposes provided in the Act may also be made upon the president of the Apartment Association. The Board may at any time designate a new or different person or agency for such purposes by filing an amendment to this Declaration limited to the sole purpose of making such change and such amendment need only be signed and acknowledged by the then president of the Apartment Association. Declarant may at any time before the Board is organized change such designation by amendment to the Declaration signed and acknowledged only by Declarant.

23.3 Notices for All Purposes

23.3.1 Delivery of Notice

Any notice permitted or required to be delivered under the provisions of this Declaration or the Articles or Bylaws of the Apartment Association may be delivered either personally or by mail. If delivery is made by mail, notice shall be deemed to have been delivered when deposited in the United States mail, postage prepaid for first class mail addressed to the person entitled to the notice at the most recent address given by such person to the Board in writing for the purpose of service of such notice or to the most recent address known to the Board. Notice to the owner or owners of any apartment shall be sufficient if mailed to the apartment of such person or persons if no other mailing address has been given to the Board by any of the persons so entitled. Mailing addresses may be changed from time to time by notice in writing to the Board. Notice to be given

to the Board may be given to Declarant until the Apartment Association and its Board have been constituted and thereafter shall be given to the president or secretary of the Board.

23.3.2 Mortgagee Notice

Upon written request therefor, and for a period of five (5) years (or such longer time as the Board may set) after such request, a vendor, mortgagee or deed of trust beneficiary of any apartment shall be entitled to be sent a copy of any notices respecting the apartment covered by his security instrument until the request is withdrawn or the security interest discharged. Such written request may be renewed an unlimited number of times.

23.4 Severability

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof if the remainder complies with the Act or as covenants affect the common plan.

23.5 Effective Date

This Declaration shall take effect upon recording.

23.6 Reference to Survey Map, and Plans, and Floor Plan

The Survey Map and Plans of the buildings referred to herein were filed with the Anchorage Recording District on September 26, 1979, and September 15, 1982, simultaneously with the recording of the Declarations, under, respectively, File No. 79-175 and File No. 82-285. The Floor Plans of the building showing the layout, apartment numbers and dimensions of the apartments were filed with the Anchorage Recording District on September 26, 1979, under File No. 79-175, and September 15, 1982, under File No. 82-285. The Survey Map and Plans and the Floor Plans referred to herein were refiled with the Anchorage Recording District on March 1, 1986, under Plat No. 86-66, simultaneously with the recording of the Amendments and Restatement of the Declaration.

ARTICLE 24
GOVERNMENTAL REQUIREMENTS

A copy of Municipality of Anchorage Planning and Zoning Commission Resolution No. 195-75B, as amended, granting final approval for the Campbell Green Planned Unit Development (formerly known as "Woodlands West Planned Unit Development") is attached hereto as Schedule "F" and by this reference is incorporated herein. Apartment owners shall at all times comply with the provisions of such resolution, including, without limitation, the following provisions:

24.1 Conversion of Garages

No apartment owner may convert his garage to a living space.

24.2 Recreational Vehicle Parking

No recreational type vehicle may be parked outside of the garages except in the recreational vehicle parking areas. Allocation and assignment of spaces in the recreational vehicle parking areas shall be made by Declarant during the development period and by the Board thereafter.

24.3 Failure to Comply

In the event an apartment owner fails to comply with the provisions of Anchorage Planning & Zoning Commission Resolution No. 195-75B, as amended, or to comply with any constituent documents thereof and fails to cure such default within sixty (60) days of written notice thereof, the Board may take such steps as reasonably necessary to cure such default and shall have a lien for the costs and expenses thereof on the apartment owner's apartment. Upon written request, the Board shall give written notice to the holders of any mortgage or beneficial interest in a deed of trust on such apartment of the apartment owner's failure to cure such default within such sixty (60) day period.

ARTICLE 25
EXPANSION OF THE CONDOMINIUM

25.1 Option to Expand the Condominium

25.1.1 Reservation

Subject to the provisions of this Article 25, the Declarant explicitly reserves an option until the seventh anniversary of the recordation of this Amended and Restated Declaration to expand the Condominium from time to time without the consent of any unit owner or mortgagee, provided, however, that prior to requesting approval from the Planning and Zoning Commission of the Municipality of Anchorage for expansion of the Condominium, Declarant shall notify the Apartment Association in writing of its intent to do so. The option to expand may be terminated prior to the seventh anniversary only upon the filing by the Declarant of an amendment to this Declaration that specifically terminates Declarant's option to expand the Condominium. The Declarant reserves the right to add any or all Phases at any time, at different times, in any order, without limitation; provided, however, that the Additional Land added to the Condominium shall not exceed the area described in Schedule D hereto.

25.1.2 Proposed Phases

Declarant may amend this Declaration by adding additional property from time to time, thereby creating additional units and/or common areas described in Schedule "E" attached hereto and by this reference made a part hereof. Schedule "E" is summarized as follows:

Phase II	Phase IV	Phase VI	Phase VIII
Phase III	Phase V	Phase VII	

25.1.3 If the Condominium is expanded, the maximum number of units in the Condominium will not exceed three hundred ninety nine (399). Notwithstanding the development plan proposed and the phases described in Schedule "E", the Declarant makes no assurances as to what improvements may be constructed on the Additional Land, but those improvements, if any are constructed, will be consistent with the quality, materials and style of the initial improvements of the Condominium. No assurances are made by the Declarant as to the size or type of units that may be created in the future

on the Additional Land although such units will be consistent with the scheme of this Declaration. The Declarant expressly reserves the right to designate common areas therein that subsequently may be assigned as limited common areas. The Declarant makes no assurances as to type, size or maximum number of those common elements or limited common elements. If the Declarant does not add, or adds and then subsequently withdraws, any portion of the Additional Land, the Declarant shall nevertheless have the right to construct all or any portion of any building on the Additional Land and operate it without restriction.

25.1.4 Liens on Additional Land

Liens arising in connection with the Declarant's ownership of, and construction of improvements upon, the Additional Land shall not adversely affect the rights of existing unit owners, or the priority of first mortgages on units on the existing condominium property. All taxes, assessments, mechanics liens, and any other charges affecting the Additional Land, covering any period prior to the addition of all or any portion of the Additional Land, shall be paid or otherwise satisfactorily provided for by the Declarant.

25.1.5 Insurance on Additional Land

In the event that the Declarant exercises this option to expand the Condominium, the Declarant must purchase at Declarant's own expense a general liability insurance policy in an amount not less than One Million Dollars (\$1,000,000.00) to cover any liability which owners of previously sold units are exposed to as a result of further condominium project development by the Declarant.

25.2 Power of Attorney

In furtherance of the foregoing, a power coupled with an interest is hereby reserved by and granted to Declarant as attorney-in-fact, to shift and reallocate the percentages of ownership in the common areas appurtenant to each apartment to the percentages set forth in each such Amended Declaration recorded pursuant to this Article 25 and to periodically reappraise the apartments and the common areas and facilities and to recompute the percentages of ownership in the common areas appurtenant to each apartment, if necessary in the sole discretion of the Declarant to equitably adjust the same. Each deed, mortgage or other instrument with respect to an apartment

and the acceptance thereof shall be deemed a grant and acknowledgment of and consent to such power to said attorney-in-fact and shall be deemed to reserve to said attorney-in-fact the power to reappraise the apartments and to recompute, adjust, shift and reallocate from time to time the percentages of ownership in the common areas appurtenant to each apartment to the percentages set forth in each such recorded Amended Declaration.

25.3 Contents of Amended Declaration

The Amended Declaration to add an additional phase to the Condominium shall include the following:

25.3.1 Each Amended Declaration shall include an amended Schedule "A" which shall amend Schedule "A" attached hereto by setting forth the amended legal description of the property to include the parcel or parcels annexed thereto, as well as a separate legal description of such addition. The Amended Declaration shall also contain an amended Survey Map and Plans showing the boundaries of such addition and of the entire property as amended, and delineating the additional apartments on such addition.

25.3.2 Each Amended Declaration shall also include an amended Schedule "B" which shall amend Schedule "B" attached hereto by setting forth the description of the apartments added by such Amended Declaration, as well as all previous apartments.

25.3.3 Each Amended Declaration shall also include an Amended Schedule "C" which shall amend Schedule "C" attached hereto by setting forth the stated values and amended percentages of the undivided interests in the common areas (as amended and added to by such Amended Declaration) allocated to each apartment including all previous apartments and the additional apartments added by such Amended Declaration.

25.3.4 Each Amended Declaration shall include an Amended Schedule "D" which shall amend Schedule "D" attached hereto so as to delete from the Additional Land the parcel or parcels added to the amended Schedule "A".

25.3.5 Each Amended Declaration may include such other changes as may be required to accomplish the foregoing purposes of this Article 25.

25.4 Determination of New Percentages; Formula

The percentages of undivided ownership interest in the common areas as amended by each Amended Declaration, and as set forth in the amended Schedule "C", shall be determined and adjusted in the following manner:

25.4.1 The common areas as amended by such Amended Declaration shall be deemed to consist of:

(a) the common areas existing immediately prior to the recording of such Amended Declaration (hereinafter referred to as the "existing common areas"); and

(b) the common areas added by such Amended Declaration (hereinafter referred to as the "added common areas").

25.4.2 The apartments as amended by such Amended Declaration shall be deemed to consist of:

(a) the apartments existing immediately prior to the recording of such Amended Declaration (hereinafter referred to as the "existing apartments"); and

(b) the apartment added by such Amended Declaration (hereinafter referred to as the "added apartments").

25.4.3 The stated value of each of the added apartments shall be added to the aggregate stated value of the existing apartments and the total thereof shall be deemed to be the new value of the property as a whole. The stated value of each of the added apartments shall be the same as the stated value of comparable existing apartments without regard to the respective sales price or fair market value of either the existing apartments or the added apartments. "Value" as used in this paragraph shall be determined by Declarant as of the date of the recording of the Amended Declaration in order to establish the percentages required by the Act. Such determination by Declarant shall be conclusive and binding upon all apartment owners, mortgagees and other parties who then or in the future have any interest in the property.

25.4.4 The percentages of undivided ownership interest, as amended and adjusted by such Amended Declaration, in the entire common area, consisting of the existing common areas plus the added common areas to be allocated among all the

apartments, consisting of the existing apartments plus added apartments, shall be computed by taking as a basis the value of each apartment in relation to the value of the property as a whole, determined as aforesaid.

25.4.5 The existing apartments shall be entitled to their respective percentages of ownership as amended and adjusted and set forth in amended Schedule "C" in the added common areas as well as in the existing common areas.

25.4.6 The added apartments shall be entitled to their respective percentages of ownership, as set forth in amended Schedule "C", not only in the added common areas but also in the existing common areas.

25.4.7 Notwithstanding the foregoing, the minimum amended or adjusted percentage of undivided ownership shall be .002506266 per apartment, based on Declarant's submission to the Condominium of the maximum number of units as set out in section 25.1.3 herein.

25.5 Effect of Amended Declaration

Each and all of the provisions of this Declaration and the Schedules attached hereto, as amended by each such successive Amended Declaration and the amended Schedules attached thereto, shall be deemed to apply to each and all of the apartments, including all added apartments as well as all existing apartments, and to all of the common areas, including all added common areas as well as all existing common areas.

25.6 Existing Liens for Common Expenses

The recording of an Amended Declaration shall not alter or affect the amounts of any liens for common expenses due from any existing apartment owners prior to the recording, nor the respective amounts theretofore assessed to or due from existing apartment owners for common expenses or other assessments.

25.7 Existing Mortgage Liens

The lien of any mortgage encumbering any existing apartment, together with its appurtenant percentage of undivided ownership interest in the existing common areas, shall automatically be deemed to be adjusted and amended when an Amended Declaration is recorded, in accordance with the respective percentage of undivided ownership interest in the common areas for such

existing apartment as set forth in the amended Schedule "C" attached to such Amended Declaration, and the lien of the mortgage shall automatically attach in such percentage to the added common areas.

25.8 Consent to Amended Declaration

25.8.1 Each and every apartment owner of all existing apartments and of all apartments added hereafter, and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any apartment, shall be deemed to have expressly agreed, assented and consented to each and all of the provisions of this Declaration, including, without limitation, those with respect to the recording of any and all Amended Declarations as aforesaid which may amend, adjust and reallocate from time to time their respective percentages of undivided ownership interest in the common areas, including the existing common areas and added common areas, from time to time as provided in this Article 25; and hereby further agree to each and all of the provisions of each and all of said Amended Declarations which may hereafter be recorded in accordance with the foregoing provisions of this Declaration.

25.8.2 The Declarant may add future phases implementing the previously approved General Development Plan without the prior written approval of any institutional lender, including, but not limited to, Alaska Housing Finance Corporation or the Veteran's Administration, provided however, that a copy of the Amendment to the Declaration evidencing the addition of future phases shall be submitted to such lender prior to the guaranty of the first loan in the new phase, and further provided no such amendment which serves to merge the Condominium with a successor condominium regime may be recorded before written approval of the proposed legal documentation accomplishing the merger is obtained from such institutional lender.

25.9 Miscellaneous; New Percentages For All Purposes

Each and every apartment owner of all existing apartments and of all apartments added hereafter, and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any

apartment, further acknowledges, consents and agrees, as to each such Amended Declaration that is recorded, as follows:

25.9.1 The portion of the Additional Land described in each such Amended Declaration shall be governed in all respects by the provisions of this Declaration, as amended.

25.9.2 The percentage of ownership in the common areas appurtenant to each apartment shall automatically be shifted and reallocated to the extent set forth in each such recorded Amended Declaration and upon the recording of each such Amended Declaration, the amount by which such percentage appurtenant to an apartment is reduced, as set forth in each such recorded Amended Declaration, shall thereby be and be deemed to be released and divested from such apartment owner and reconveyed and reallocated among the other apartment owners as set forth in each such recorded Amended Declaration.

25.9.3 The percentage of undivided ownership interest as reallocated pursuant to this Article 25 shall be deemed to be the new percentage for purposes of common expense liability as described in Section 11.5 herein and voting rights as described in Section 8.3.1 herein.

25.9.4 Each deed, mortgage or other instrument affecting an apartment or any lien thereon shall be deemed given subject to the conditional limitation that the percentage of ownership in the common areas appurtenant to each apartment shall, upon the recording of each Amended Declaration, be divested pro tanto to the reduced percentage set forth in such Amended Declaration. The percentage interest thus divested shall be automatically vested among the other owners, mortgagees and others owning an interest in the other apartments in accordance with the terms and percentages of each such recorded Amended Declaration.

25.9.5 A right of revocation is hereby reserved by the grantor in each such deed, mortgage or other instrument of an apartment to so amend and reallocate the percentages of ownership in the common areas appurtenant to each apartment.

25.9.6 The percentage of ownership in the common areas appurtenant to each apartment shall include and be deemed to include any additional common areas annexed hereto by a recorded Amended Declaration and each deed, mortgage or other instrument affecting an apartment shall be deemed to

include such additional common areas and the ownership of any such apartment and lien of any such mortgage shall automatically include and attach to such additional common areas as Amended Declarations are recorded.

25.9.7 Each owner shall have a perpetual easement, appurtenant to his or her apartment, for the use of any additional common areas annexed thereto by and described in any recorded Amended Declaration, for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the owners of specific apartments as may be provided in any Amended Declaration or this Declaration.

25.9.8 Each owner by acceptance of the deed conveying his or her apartment, agrees for himself or herself and all those claiming under him or her, including mortgagees, that this Declaration and each Amended Declaration is and shall be deemed to be in accordance with the Act. For purposes of this Declaration and the Act, any changes in the respective percentages of ownership in the common areas as set forth in each Amended Declaration shall be deemed to be made by agreement of all apartment owners.

25.9.9 Declarant reserves the right to amend this Declaration in such manner, and each owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this Article 25 to comply with the Act as it may be amended from time to time.

25.9.10 The foregoing provisions of this Declaration and deeds and mortgages of the apartments and common areas contain and will contain clauses designed to accomplish a shifting of the common areas. None of these provisions shall invalidate the others, but each shall be deemed supplementary to the others toward the end that a valid shifting of the common areas can be accomplished as intended by this Article 25.

DATED as of the 16th day of April, 1986, as an amendment and restatement of the original declaration dated July 18, 1979, and recorded September 26, 1979, in Book 439 at Pages 564-626, in the Anchorage Recording District, Alaska, as previously amended, and the original declaration dated September 1, 1981, and recorded September 15, 1982 in Book 779 at

Pages 233-307 in the Anchorage Recording District, Alaska, as previously amended.

CAMPBELL GREEN APARTMENT ASSOCIATION NO. 1

By William P Baker
William Paul Baker, President

CAMPBELL GREEN APARTMENT ASSOCIATION NO. 2

By Frederick A Jones
Frederick A. Jones, President

DECLARANT:

CAMPBELL CREEK DEVELOPMENT CO., an Alaska Corporation, Successor in Interest to KEYWAY ENTERPRISES, INC., a Washington Corporation, Successor in Interest to CAMPBELL CREEK DEVELOPMENT COMPANY, a joint venture composed of Woodlands West Corporation, a Washington corporation, and Keyway Enterprises, Inc., a Washington Corporation

By James S. Munn
James S. Munn, President

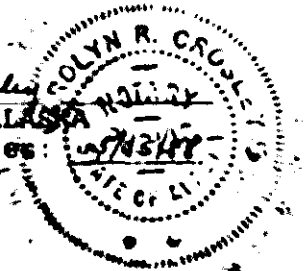
STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

On this 21st day of April, 1986, before me personally appeared William Paul Baker, to me known to be the President of Campbell Green Apartment Association No. 1, who executed the within and foregoing instrument and acknowledged the

same instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the corporation.

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

Catalyn R. Crowley
NOTARY PUBLIC FOR ALASKA
My commission expires: 4/7/88

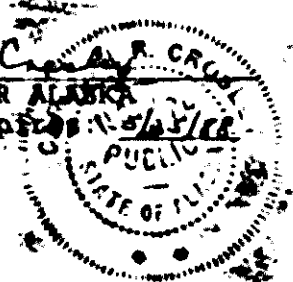


STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this 15th day of April, 1986, before me personally appeared Frederick A. Jones, to me known to be the President of Campbell Green Apartment Association No. 2, who executed the within and foregoing instrument and acknowledged the same instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the corporation.

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

Catalyn R. Crowley
NOTARY PUBLIC FOR ALASKA
My commission expires: 4/7/88



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 17th day of April, 1986, before me personally appeared James S. Munn, to me known to be the President of Campbell Creek Development Co., an Alaska Corporation, Successor in Interest to Keyway Enterprises, Inc., a Washington Corporation, Successor in Interest to Campbell Creek Development Company, a joint venture composed of Woodlands West Corporation, a Washington Corporation, and Keyway Enterprises,

Inc., a Washington Corporation, who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the corporation and that the corporation was authorized to execute such instrument on behalf of the joint venture.

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



Marie C. Hewelling
 Notary Public in and for the State
 of Washington residing at *hattie*

CERTIFICATION

The undersigned Secretaries of Campbell Green Apartment Association No. 1 and Campbell Green Apartment Association No. 2 hereby certify:

(1) We are, respectively, the duly elected and acting Secretary of Campbell Green Apartment Association No. 1 and Secretary of Campbell Green Apartment Association No. 2, the Apartment Associations (the "Associations") called for under Article 8 of the Declarations of Campbell Green No. 1, a Condominium and Campbell Green Condominiums, No. 2 (the "Declarations").

(2) The foregoing Amendment was duly adopted pursuant to the provisions of Section 22.1 of the Declarations by resolution duly adopted by the Boards of Directors of the Associations on March 20, 1986, and by the affirmative vote of at least seventy-five percent (75%) of the members on April 16, 1986.

(3) Pursuant to Section 22.1 of the Declarations, the foregoing Amendment was consented to by at least seventy-five percent (75%) of the mortgagees of the apartments of each Apartment Association, as evidenced by the consents attached as Schedule H hereto.

Dated as of the 16th day of April, 1986.

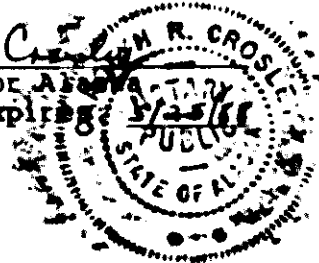
Ida L. Solomon
Ida L. Solomon, Secretary of
Campbell Green Apartment
Association No. 1

Glenda Johnson
Glenda Johnson, Secretary of
Campbell Green Apartment
Association No. 2

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this 16th day of April, 1986, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Ida L. Solomon to be known to be the person who signed as Secretary of Campbell Green Apartment Association No. 1, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that she was duly elected, qualified and acting as said officer of the corporation, that she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.


WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Cynthia R. Crossley
Notary Public for Alaska
My Commission Expires 5/25/88


STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this 16th day of April, 1986, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Glenda Johnson to be known to be the person who signed as Secretary of Campbell Green Apartment Association No. 2, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that she was duly elected, qualified and acting as said officer of the corporation, that she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Caryn R. Crockett
Notary Public for Alaska
My Commission Expires 10/15/87


SCHEDULESSchedule

- A Legal Description of Property Subject to Declaration
- B Description of Buildings and Apartments
- C Value of Apartment Units; Percentage Interest
- D Legal Description of Additional Land
- E General Plan of Development; Future Phases
- F Resolution 195-75B,
Anchorage Planning and Zoning Commission
- G Apartment Ceiling Elevations
- H Mortgagee Consents

SCHEDULE A
TO
CAMPBELL GREEN CONDOMINIUM DECLARATION

Legal Description of Property Subject to Declaration

This Schedule A is a part of and by this reference incorporated into the Amendments and Restatement of the Declarations of Covenants, Conditions and Restrictions of Campbell Green No. 1 and No. 2.

Description of Property submitted to Declaration of Horizontal Property Regime and Covenants, Conditions, Restrictions and Reservations for Campbell Green Condominium, a condominium:

Tracts 1 (except the south 15 feet of Tract 1), 2 and 3 of Campbell Green, according to the plat filed under Plat No. 79-156; being within the Anchorage Recording District, Third Judicial District, State of Alaska.

EXCEPTING therefrom reservations of all oil, gas and mineral rights lying below 500 feet of the surface as disclosed by Quitclaim Deed recorded May 17, 1976, in Book 102, page 74, Records of the Anchorage Recording District;

SUBJECT TO:

1. Easements, notes, reservations and other terms of plat referred to above;
2. Easement in favor of Chugach Electric Association, Inc. to construct, operate and maintain an electric transmission or distribution line or system, recorded August 1, 1952, Book 76, page 249, Records of Anchorage Recording District;
3. Three easements to Anchorage, a municipal corporation, for sewer and storm drainage by instruments recorded March 31, 1978, October 13, 1978 and December 8, 1978 in Book 284 at page 491, Book 344 at page 646 and Book 362 at page 174, respectively.

TOGETHER with all easements appurtenant to the above-described property including, without limitation, that perpetual nonexclusive easement under, over, through and across the above-described property reserved to Declarant for the benefit of the development of the property described

in Schedule D to the Declaration dated July 18, 1979, and recorded September 26, 1979, in Book 439, pages 564-626, Records of the Anchorage Recording District, that appurtenant easement for the purpose of ingress and egress and the installation of sewers and other utilities as disclosed by instrument recorded July 29, 1977, in Book 214, page 871, Records of the Anchorage Recording District; and

TOGETHER WITH all rights of reversion to the south fifteen feet of Tract 1 as noted in Deed recorded July 29, 1977 at Book 214, page 874, Records of the Anchorage Recording District.

Tracts 6, 20 and 21 (except the South 15 feet of Tract 21) of Campbell Green, according to the plat filed under Plat No. 80-41 (Plat No. 79-156), Anchorage Recording District, Third Judicial District, State of Alaska;

Tracts 4A, 5A and 7A, of Campbell Green Addition No. 1 according to plat filed under Plat No. 82-155, Anchorage Recording District, Third Judicial District, State of Alaska;

Tracts 17A, 18A and 19A of Campbell Green Addition No. 1, according to plat filed under plat No. 82-155, Anchorage Recording District, Third Judicial District, State of Alaska, submitted as common area for use as recreational vehicle parking and recreational facilities.

EXCEPTING therefrom all oil, gas and mineral rights as reserved in instrument recorded November 29, 1968, Book 374, page 437 and instrument recorded December 16, 1968, Book 375, page 281, Records of Anchorage Recording District;

EXCEPTING therefrom all oil, gas and mineral rights as conveyed by quitclaim Deed recorded May 17, 1976 in Book 102, page 74, Records of the Anchorage Recording District;

SUBJECT TO:

Reservations and exceptions as contained in the U. S. Patent;

Right-of-Way Easement in favor of Chugach Electric Association, Inc. recorded December 20, 1978, Book 365, page 572, Records of Anchorage Recording District;

Storm Drain Easement granted in favor of the Municipality of Anchorage, dated November 7, 1979 and recorded November 13, 1979 in Book 452 at Page 700;

Waterline Easement granted in favor of the Municipality of Anchorage, dated November 7, 1979 in Book 452 at Page 704;

Sanitary Sewer Easement granted in favor of the Municipality of Anchorage, dated November 7, 1979 and recorded November 13, 1979 in Book 452 at Page 708;

Slope reservation as set forth in dedication of Subdivision Plats;

Pipeline Easement granted in favor of Alaska Gas and Service Company, dated November 7, 1979, recorded December 9, 1981, Book 678, page 169, Records of Anchorage Recording District;

Pipeline Easement granted in favor of Alaska Gas and Service Company, dated November 7, 1979, recorded December 9, 1981, Book 678, page 173, Records of Anchorage Recording District;

Pipeline Easement granted in favor of Alaska Gas and Service Company, dated November 7, 1979, recorded December 9, 1981, Book 678, page 185, Records of Anchorage Recording District;

Storm Drainage Easement in favor of City of Anchorage, a Municipal corporation, dated September 29, 1978, recorded December 8, 1978, Book 362, page 174, Records of Anchorage Recording District;

TOGETHER WITH all easements appurtenant to the above-described property including, without limitation, that perpetual nonexclusive easement under, over, through and across the above-described property reserved to Declarant for the benefit of the development of the property described in Schedule D to the Declaration dated September 1, 1981, and recorded September 15, 1982, in Book 779, pages 233-307, Records of the Anchorage Recording District, that appurtenant easement for the purpose of ingress and egress and the installation of sewers and other utilities as disclosed by instrument recorded July 29, 1977, in Book 214, page 871, Records of the Anchorage Recording District;

TOGETHER WITH all rights of reversion to the south fifteen feet of Tract 21 as noted in Deed recorded July 29, 1977 at Book 214, page 874, Records of the Anchorage Recording District.

DATED as of the 16th day of April, 1986, as an amendment and restatement of the original declaration dated July 18, 1979 and recorded September 26, 1979 in Book 439 at Pages 564-626, in the Anchorage Recording District, Alaska, as

previously amended, and the original declaration dated September 1, 1981, and recorded September 15, 1982 in Book 779 at Pages 233-307 in the Anchorage Recording District, Alaska, as previously amended.

CAMPBELL GREEN APARTMENT
ASSOCIATION NO. 1

By William P. Baker
William Paul Baker, President

CAMPBELL GREEN APARTMENT
ASSOCIATION NO. 2

By Frederick A. Jones
Frederick A. Jones, President

DECLARANT:

CAMPBELL CREEK DEVELOPMENT CO.,
an Alaska Corporation, Successor
in Interest to KEYWAY ENTERPRISES,
INC., a Washington Corporation,
Successor in Interest to CAMPBELL
CREEK DEVELOPMENT COMPANY, a joint
venture composed of Woodlands
West Corporation, a Washington
corporation, and Keyway Enterprises,
Inc., a Washington Corporation

By James S. Munn
James S. Munn, President

SCHEDULE "B"
TO
CAMPBELL GREEN CONDOMINIUM DECLARATION

Description of Buildings and Apartments

This Schedule B is a part of and by this reference incorporated into the Amendments and Restatement of the Declarations of Covenants, Conditions and Restrictions of Campbell Green No. 1 and No. 2.

TOWNHOUSE APARTMENT NUMBER	TOWNHOUSE APARTMENT ADDRESS	NUMBER OF STORIES/ NUMBER & DESCRIP. OF ROOMS BY TYPE OF UNIT	SIZE OF APT. (S.F.)	SIZE OF GARAGE (S.F.)
1-1-1	6952 Fairweather	A	1494 S.F.	456 S.F.
1-1-2	6948 Fairweather	B	1491 S.F.	440 S.F.
1-1-3	6944 Fairweather	B	1488 S.F.	444 S.F.
1-1-4	6940 Fairweather	B	1491 S.F.	442 S.F.
1-1-5	6936 Fairweather	B	1492 S.F.	444 S.F.
1-1-6	6932 Fairweather	A	1496 S.F.	456 S.F.
1-2-1	6930 Fairweather	C	1513 S.F.	767 S.F.
1-2-2	6934 Fairweather	C	1522 S.F.	774 S.F.
1-2-3	6938 Fairweather	C	1523 S.F.	772 S.F.
1-2-4	6942 Fairweather	C	1523 S.F.	771 S.F.
1-2-5	6946 Fairweather	D	1536 S.F.	810 S.F.
1-2-6	6950 Fairweather	D	1536 S.F.	810 S.F.
1-2-7	6954 Fairweather	E	1511 S.F.	748 S.F.
2-1-1	6928 Fairweather	D	1530 S.F.	808 S.F.
2-1-2	6924 Fairweather	D	1540 S.F.	811 S.F.
2-1-3	6920 Fairweather	C	1528 S.F.	776 S.F.
2-1-4	6916 Fairweather	C	1525 S.F.	775 S.F.
2-1-5	6912 Fairweather	E	1515 S.F.	751 S.F.
2-2-1	6914 Fairweather	E	1516 S.F.	748 S.F.
2-2-2	6918 Fairweather	D	1532 S.F.	811 S.F.
2-2-3	6922 Fairweather	D	1533 S.F.	811 S.F.
2-2-4	6926 Fairweather	E	1513 S.F.	751 S.F.
3-1-1	6900 Fairweather	A	1494 S.F.	456 S.F.
3-1-2	6902 Fairweather	B	1490 S.F.	442 S.F.
3-1-3	6904 Fairweather	B	1492 S.F.	446 S.F.
3-1-4	6906 Fairweather	B	1494 S.F.	448 S.F.
3-1-5	6908 Fairweather	B	1490 S.F.	446 S.F.

3-1-6	6910 Fairweather	A	1494 S.F.	459 S.F.
4A-1-1	6676 Fairweather	E	1,503.2 SF	741.5 SF
4A-1-2	6674 Fairweather	G	1,569.0 SF	798.7 SF
4A-1-3	6672 Fairweather	J	1,567.2 SF	798.7 SF
4A-1-4	6670 Fairweather	E	1,500.2 SF	741.5 SF
4A-2-1	6680 Fairweather	E	1,470.2 SF	741.5 SF
4A-2-2	6682 Fairweather	F	1,558.8 SF	762.3 SF
4A-2-3	6684 Fairweather	F	1,558.2 SF	765.6 SF
4A-2-4	6686 Fairweather	E	1,475.0 SF	747.7 SF
4A-3-1	6510 Fairweather	E	1,507.0 SF	744.6 SF
4A-3-2	6508 Fairweather	J	1,581.2 SF	802.0 SF
4A-3-3	6506 Fairweather	G	1,563.5 SF	802.0 SF
4A-3-4	6504 Fairweather	F	1,559.6 SF	765.6 SF
4A-3-5	6502 Fairweather	F	1,557.4 SF	768.9 SF
4A-3-6	6500 Fairweather	E	1,503.4 SF	744.6 SF
5A-1-1	6660 Fairweather	A	1,489.0 SF	451.5 SF
5A-1-2	6658 Fairweather	H	1,578.9 SF	451.5 SF
5A-1-3	6656 Fairweather	H	1,577.0 SF	451.5 SF
5A-1-4	6654 Fairweather	H	1,571.0 SF	451.5 SF
5A-1-5	6652 Fairweather	H	1,578.3 SF	451.5 SF
5A-1-6	6650 Fairweather	A	1,488.2 SF	451.5 SF
6-1-1	6532 Fairweather	E	1,512.1 SF	744.6 SF
6-1-2	6534 Fairweather	F	1,560.4 SF	768.9 SF
6-1-3	6536 Fairweather	F	1,557.7 SF	768.9 SF
6-1-4	6538 Fairweather	G	1,573.1 SF	804.9 SF
6-1-5	6540 Fairweather	J	1,568.0 SF	802.0 SF
6-1-6	6542 Fairweather	E	1,507.4 SF	744.6 SF
6-2-1	6530 Fairweather	E	1,500.8 SF	743.4 SF
6-2-2	6528 Fairweather	F	1,563.9 SF	777.9 SF
6-2-3	6526 Fairweather	F	1,566.9 SF	775.9 SF
6-2-4	6524 Fairweather	G	1,556.2 SF	805.1 SF
6-2-5	6522 Fairweather	J	1,570.8 SF	803.9 SF
6-2-6	6520 Fairweather	E	1,513.3 SF	746.9 SF
7A-1-1	6640 Fairweather	A	1,506.0 SF	445.2 SF
7A-1-2	6642 Fairweather	H	1,589.8 SF	445.2 SF
7A-1-3	6644 Fairweather	H	1,603.3 SF	445.2 SF
7A-1-4	6646 Fairweather	A	1,505.6 SF	445.2 SF
20-1-1	6631 Fairweather	A	1,496.3 SF	443.1 SF
20-1-2	6629 Fairweather	H	1,592.7 SF	443.1 SF
20-1-3	6627 Fairweather	H	1,574.8 SF	441.0 SF
20-1-4	6625 Fairweather	A	1,503.3 SF	445.2 SF

20-2-1	6611	Fairweather	E	1,511.0 SF	741.5 SF
20-2-2	6609	Fairweather	F	1,549.8 SF	768.9 SF
20-2-3	6607	Fairweather	F	1,550.8 SF	768.9 SF
20-2-4	6605	Fairweather	G	1,563.4 SF	804.9 SF
20-2-5	6603	Fairweather	J	1,566.0 SF	805.3 SF
20-2-6	6601	Fairweather	E	1,524.8 SF	753.1 SF
20-3-1	6613	Fairweather	E	1,504.3 SF	741.5 SF
20-3-2	6615	Fairweather	F	1,558.3 SF	768.9 SF
20-3-3	6617	Fairweather	F	1,552.7 SF	768.9 SF
20-3-4	6619	Fairweather	G	1,560.2 SF	805.3 SF
20-3-5	6621	Fairweather	J	1,566.9 SF	805.7 SF
20-3-6	6623	Fairweather	E	1,509.3 SF	744.6 SF
21-1-1	6715	Fairweather	E	1,508.4 SF	741.9 SF
21-1-2	6713	Fairweather	G	1,573.3 SF	799.3 SF
21-1-3	6711	Fairweather	J	1,569.8 SF	803.4 SF
21-1-4	6709	Fairweather	E	1,505.1 SF	742.3 SF
21-2-1	6701	Fairweather	A	1,505.8 SF	443.1 SF
21-2-2	6703	Fairweather	H	1,588.4 SF	443.1 SF
21-2-3	6705	Fairweather	H	1,586.3 SF	441.0 SF
21-2-4	6707	Fairweather	A	1,499.5 SF	441.0 SF

TOTAL.....88 Units

NOTE THAT ALL FLOOR AREAS ARE APPROXIMATE BASED ON FIELD MEASUREMENT AND ARE CONSIDERED AS A MORE OR LESS VALUE. FLOOR AREAS EXCLUDE DECKS. AREAS ARE MEASURED FROM THE INSIDE OF STUDS WITH NO DEDUCTIONS FOR STAIR OPENINGS.

Type of Unit

- A 2 stories, 3 bedrooms, 2-1/2 baths, kitchen, living/dining room area; contains 8 rooms; double garage
- B 2 stories, with basement, 3 bedrooms with option of fourth bedroom or retreat/wardrobe, 2 1/2 baths, kitchen, living-dining room area; contains 9 rooms; double garage
- C 2 stories, with basement, 3 bedrooms, 2 1/2 baths, kitchen, living-dining room area; contains 8 rooms; double garage

- D 2 stories, with basement, 2 bedrooms, retreat area off master bedroom, 2 1/2 baths, kitchen, living-dining room area with alcove; contains 7 rooms; double garage
- E 2 stories, with basement, 3 bedrooms, 2-1/2 baths, kitchen, living room, dining room, family room; contains 8 rooms; double garage
- F 2 stories, with basement, 3 bedrooms, 2-1/2 baths, kitchen, living/dining room area; contains 8 rooms; double garage
- G 2 stories, with basement, 3 bedrooms, 2-1/2 baths, kitchen, living/dining room area with alcove; contains 8 rooms; double garage
- H 2 stories, 3 bedrooms with retreat/wardrobe, 2-1/2 baths, kitchen, living/dining room area; contains 8 rooms; double garage
- J 2 stories, with basement, 2 bedrooms, 2-1/2 baths, kitchen, living/dining room area with alcove; contains 7 rooms; double garage

DATED as of the 16th day of April, 1986, as an amendment and restatement of the original declaration dated July 18, 1979, and recorded September 26, 1979 in Book 439 at Pages 439-626, in the Anchorage Recording District, Alaska, as previously amended, and the original declaration dated September 1, 1981 and recorded September 15, 1982 in Book 779 at Pages 233-307 in the Anchorage Recording District, Alaska, as previously amended.

CAMPBELL GREEN APARTMENT
ASSOCIATION NO. 1

By William Paul Baker
William Paul Baker, President

CAMPBELL GREEN APARTMENT
ASSOCIATION NO. 2

By *Frederick A. Jones*
Frederick A. Jones, President

DECLARANT:

CAMPBELL CREEK DEVELOPMENT CO.,
an Alaska Corporation, Successor
in Interest to KEYWAY ENTERPRISES,
INC., a Washington Corporation,
Successor in Interest to CAMPBELL
CREEK DEVELOPMENT COMPANY, a joint
venture composed of Woodlands
West Corporation, a Washington
corporation, and Keyway Enterprises,
Inc., a Washington Corporation

By *James S. Munn*
James S. Munn, President

SCHEDULE C
TO
CAMPBELL GREEN CONDOMINIUM DECLARATION

Value of Apartment Units; Percentage Interest

This Schedule C is a part of and by this reference incorporated into the Amendments and Restatement of the Declarations of Covenants, Conditions and Restrictions of Campbell Green No. 1 and No. 2.

The values set forth below are those used pursuant to the Act for the purposes of determining the percentage of undivided interest in the common areas appurtenant to each apartment, and do not necessarily reflect the purchase price for which any particular apartment now or hereafter may be sold, or the true fair market value thereof.

TOWNHOUSE APARTMENT NUMBER	TOWNHOUSE APARTMENT ADDRESS	VALUE	PERCENTAGE
1-1-1	6952 Fairweather	\$105,000	.011363636
1-1-2	6948 Fairweather	\$105,000	.011363636
1-1-3	6944 Fairweather	\$105,000	.011363636
1-1-4	6940 Fairweather	\$105,000	.011363636
1-1-5	6936 Fairweather	\$105,000	.011363636
1-1-6	6932 Fairweather	\$105,000	.011363636
1-2-1	6930 Fairweather	\$105,000	.011363636
1-2-2	6934 Fairweather	\$105,000	.011363636
1-2-3	6938 Fairweather	\$105,000	.011363636
1-2-4	6942 Fairweather	\$105,000	.011363636
1-2-5	6946 Fairweather	\$105,000	.011363636
1-2-6	6950 Fairweather	\$105,000	.011363636
1-2-7	6954 Fairweather	\$105,000	.011363636
2-1-1	6928 Fairweather	\$105,000	.011363636
2-1-2	6924 Fairweather	\$105,000	.011363636
2-1-3	6920 Fairweather	\$105,000	.011363636
2-1-4	6916 Fairweather	\$105,000	.011363636
2-1-5	6912 Fairweather	\$105,000	.011363636
2-2-1	6914 Fairweather	\$105,000	.011363636
2-2-2	6918 Fairweather	\$105,000	.011363636
2-2-3	6922 Fairweather	\$105,000	.011363636
2-2-4	6926 Fairweather	\$105,000	.011363636

3-1-1	6900 Fairweather	\$105,000	.011363636
3-1-2	6902 Fairweather	\$105,000	.011363636
3-1-3	6904 Fairweather	\$105,000	.011363636
3-1-4	6906 Fairweather	\$105,000	.011363636
3-1-5	6908 Fairweather	\$105,000	.011363636
3-1-6	6910 Fairweather	\$105,000	.011363636
4A-1-1	6676 Fairweather	\$105,000	.011363636
4A-1-2	6674 Fairweather	\$105,000	.011363636
4A-1-3	6672 Fairweather	\$105,000	.011363636
4A-1-4	6670 Fairweather	\$105,000	.011363636
4A-2-1	6680 Fairweather	\$105,000	.011363636
4A-2-2	6682 Fairweather	\$105,000	.011363636
4A-2-3	6684 Fairweather	\$105,000	.011363636
4A-2-4	6686 Fairweather	\$105,000	.011363636
4A-3-1	6510 Fairweather	\$105,000	.011363636
4A-3-2	6508 Fairweather	\$105,000	.011363636
4A-3-3	6506 Fairweather	\$105,000	.011363636
4A-3-4	6504 Fairweather	\$105,000	.011363636
4A-3-5	6502 Fairweather	\$105,000	.011363636
4A-3-6	6500 Fairweather	\$105,000	.011363636
5A-1-1	6660 Fairweather	\$105,000	.011363636
5A-1-2	6658 Fairweather	\$105,000	.011363636
5A-1-3	6656 Fairweather	\$105,000	.011363636
5A-1-4	6654 Fairweather	\$105,000	.011363636
5A-1-5	6652 Fairweather	\$105,000	.011363636
5A-1-6	6650 Fairweather	\$105,000	.011363636
6-1-1	6532 Fairweather	\$105,000	.011363636
6-1-2	6534 Fairweather	\$105,000	.011363636
6-1-3	6536 Fairweather	\$105,000	.011363636
6-1-4	6538 Fairweather	\$105,000	.011363636
6-1-5	6540 Fairweather	\$105,000	.011363636
6-1-6	6542 Fairweather	\$105,000	.011363636
6-2-1	6530 Fairweather	\$105,000	.011363636
6-2-2	6528 Fairweather	\$105,000	.011363636
6-2-3	6526 Fairweather	\$105,000	.011363636
6-2-4	6524 Fairweather	\$105,000	.011363636
6-2-5	6522 Fairweather	\$105,000	.011363636
6-2-6	6520 Fairweather	\$105,000	.011363636

7A-1-1	6640 Fairweather	\$105,000	.011363636
7A-1-2	6642 Fairweather	\$105,000	.011363636
7A-1-3	6644 Fairweather	\$105,000	.011363636
7A-1-4	6646 Fairweather	\$105,000	.011363636
20-1-1	6631 Fairweather	\$105,000	.011363636
20-1-2	6629 Fairweather	\$105,000	.011363636
20-1-3	6627 Fairweather	\$105,000	.011363636
20-1-4	6625 Fairweather	\$105,000	.011363636
20-2-1	6611 Fairweather	\$105,000	.011363636
20-2-2	6609 Fairweather	\$105,000	.011363636
20-2-3	6607 Fairweather	\$105,000	.011363636
20-2-4	6605 Fairweather	\$105,000	.011363636
20-2-5	6603 Fairweather	\$105,000	.011363636
20-2-6	6601 Fairweather	\$105,000	.011363636
20-3-1	6613 Fairweather	\$105,000	.011363636
20-3-2	6615 Fairweather	\$105,000	.011363636
20-3-3	6617 Fairweather	\$105,000	.011363636
20-3-4	6619 Fairweather	\$105,000	.011363636
20-3-5	6621 Fairweather	\$105,000	.011363636
20-3-6	6623 Fairweather	\$105,000	.011363636
21-1-1	6715 Fairweather	\$105,000	.011363636
21-1-2	6713 Fairweather	\$105,000	.011363636
21-1-3	6711 Fairweather	\$105,000	.011363636
21-1-4	6709 Fairweather	\$105,000	.011363636
21-2-1	6701 Fairweather	\$105,000	.011363636
21-2-2	6703 Fairweather	\$105,000	.011363636
21-2-3	6705 Fairweather	\$105,000	.011363636
21-2-4	6707 Fairweather	\$105,000	.011363636

TOTAL VALUE OF ALL UNITS

\$9,240,000

100%

DATED as of the 16th day of April, 1986, as an amendment and restatement of the original declaration dated July 18, 1979, and recorded September 26, 1979 in Book 439 at Pages 564-626, in the Anchorage Recording District, Alaska, as previously amended, and the original declaration dated September 1, 1981, and recorded September 15, 1982 in Book 779 at

Pages 233-307, in the Anchorage Recording District, Alaska, as previously amended.

CAMPBELL GREEN APARTMENT ASSOCIATION NO. 1

By William Paul Baker
William Paul Baker, President

CAMPBELL GREEN APARTMENT ASSOCIATION NO. 2

By Frederick A. Jones
Frederick A. Jones, President

DECLARANT:

CAMPBELL CREEK DEVELOPMENT CO., an Alaska Corporation, Successor in Interest to KEYWAY ENTERPRISES, INC., a Washington Corporation, Successor in Interest to CAMPBELL CREEK DEVELOPMENT COMPANY, a joint venture composed of Woodlands West Corporation, a Washington corporation, and Keyway Enterprises, Inc., a Washington Corporation

By James S. Munn
James S. Munn, President

SCHEDULE D
TO
CAMPBELL GREEN CONDOMINIUM DECLARATION

Legal Description of Additional Land

This Schedule D is a part of and by this reference incorporated into the Amendments and Restatement of the Declarations of Covenants, Conditions and Restrictions of Campbell Green No. 1 and No. 2.

Tracts 8 through 11 and Tracts 22 through 30 of Campbell Green, according to the plats filed under Plats No. 79-156 and 80-41; being within the Anchorage Recording District, Third Judicial District, State of Alaska; EXCEPT the north 15 feet of Tracts 22 and 23;

Tracts 7B, 12A, 13A, 14A, 15A and 16A, of Campbell Green Addition No. 1, according to plat filed under Plat No. 82-155, Anchorage Recording District, Third Judicial District, State of Alaska;

EXCEPTING therefrom all oil, gas and mineral rights as reserved in instrument recorded November 29, 1968, Book 374, page 437 and instrument recorded December 16, 1968, Book 375, page 281, Records of Anchorage Recording District;

EXCEPTING therefrom reservations of all oil, gas and mineral rights lying below 500 feet of the surface as disclosed by Quitclaim Deed recorded May 17, 1976, in Book 102, page 74, Records of Anchorage Recording District;

SUBJECT TO:

1. Easements, notes, reservations and other terms of plat referred to above;
2. Easement in favor of Chugach Electric Association, Inc. to construct, operate and maintain an electric transmission or distribution line or system, recorded August 1, 1952, Book 76, page 249, Records of Anchorage Recording District.

3. Three easements to Anchorage, a municipal corporation, for sewer and storm drainage by instruments recorded March 31, 1978, October 13, 1978 and December 8, 1978 in Book 284 at page 491, Book 344 at page 646 and Book 362 at page 174, respectively.

TOGETHER WITH all easements appurtenant to the above-described property including, without limitation, that appurtenant easement for the purpose of ingress and egress and the installation of sewers and other utilities as disclosed by instrument recorded July 29, 1977, in Book 214, page 871, Records of Anchorage Recording District;

TOGETHER WITH all rights or reversion to the north fifteen feet of Tracts 22 and 23 as noted in Deed recorded July 29, 1977 at Book 214, page 874, Records of Anchorage Recording District;

DATED as of the 16th day of April, 1986, as an amendment and restatement of the original declaration dated July 18, 1979 and recorded September 26, 1979, in Book 439 at Pages 564-626, in the Anchorage Recording District, Alaska, as previously amended, and the original declaration dated September 1, 1981 and recorded September 15, 1982 in Book 779 at Pages 233-307, in the Anchorage Recording District, Alaska, as previously amended.

CAMPBELL GREEN APARTMENT
ASSOCIATION NO. 1

By William P. Baker
William Paul Baker, President

CAMPBELL GREEN APARTMENT
ASSOCIATION NO. 2

By Frederick A. Jones
Frederick A. Jones, President

DECLARANT:

CAMPBELL CREEK DEVELOPMENT CO.,
an Alaska Corporation, Successor
in Interest to KEYWAY ENTERPRISES,
INC., a Washington Corporation,
Successor in Interest to CAMPBELL
CREEK DEVELOPMENT COMPANY, a joint
venture composed of Woodlands
West Corporation, a Washington
corporation, and Keyway Enterprises,
Inc., a Washington Corporation

By 

James S. Munn, President

SCHEDULE E

General Plan of Development
Proposed Phases

This Schedule E is a part of and by this reference incorporated into the Amendments and Restatement of the Declarations of Covenants, Conditions and Restrictions of Campbell Green No. 1 and No. 2.

Phase II:

Tracts 8 and 9, according to Plat No. 80-41, and Tract 7B according to Plat No. 82-155, located in the Anchorage Recording District, Third Judicial District, State of Alaska.

Phase III:

Tracts 10 and 11, according to Plat No. 80-41, and Tract 12A according to Plat No. 82-155, located in the Anchorage Recording District, Third Judicial District, State of Alaska.

Phase IV:

Tracts 13A and 14A, according to Plat No. 82-155, located in the Anchorage Recording District, Third Judicial District, State of Alaska.

Phase V:

Tracts 15A and 16A, according to Plat No. 82-155, located in the Anchorage Recording District, Third Judicial District, State of Alaska.

Phase VI:

Tracts 22, 23 and 25, according to Plat No. 80-41, located in the Anchorage Recording District, Third Judicial District, State of Alaska.

Phase VII:

Tracts 24, 26 and 27, according to Plat No. 80-41, located in the Anchorage Recording District, Third Judicial District, State of Alaska.

Phase VIII:

Tracts 28, 29 and 30, according to Plat No. 80-41, located in the Anchorage Recording District, Third Judicial District, State of Alaska.

Phase II will not exceed 31 units, each unit not to exceed the value of ONE HUNDRED AND FIVE THOUSAND DOLLARS for voting, assessment and common area ownership purposes.

Phase III will not exceed 26 units, each unit not to exceed the value of ONE HUNDRED AND FIVE THOUSAND DOLLARS for voting, assessment and common area ownership purposes.

Phase IV will not exceed 72 units, each unit not to exceed the value of ONE HUNDRED AND FIVE THOUSAND DOLLARS for voting, assessment and common area ownership purposes.

Phase V will not exceed 72 units, each unit not to exceed the value of ONE HUNDRED AND FIVE THOUSAND DOLLARS for voting, assessment and common area ownership purposes.

Phase VI will not exceed 22 units, each unit not to exceed the value of ONE HUNDRED AND FIVE THOUSAND DOLLARS for voting, assessment and common area ownership purposes.

Phase VII will not exceed 34 units, each unit not to exceed the value of ONE HUNDRED AND FIVE THOUSAND DOLLARS for voting, assessment and common area ownership purposes.

Phase VIII will not exceed 54 units, each unit not to exceed the value of ONE HUNDRED AND FIVE THOUSAND DOLLARS for voting, assessment and common area ownership purposes.

DATED as of the 16th day of April, 1986, as an amendment and restatement of the original declaration dated July 18, 1979, and recorded September 26, 1979, in Book 439, at Pages 564-626, in the Anchorage Recording District, as previously amended, and the original declaration dated September 1, 1981 and

recorded September 15, 1982, in Book 779 at Pages 233-307 in the Anchorage Recording District, Alaska, as previously amended.

CAMPBELL GREEN APARTMENT
ASSOCIATION NO. 1

By William Paul Baker
William Paul Baker, President

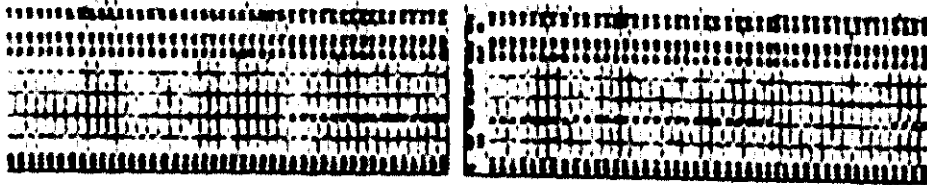
CAMPBELL GREEN APARTMENT
ASSOCIATION NO. 2

By Frederick A. Jones
Frederick A. Jones, President

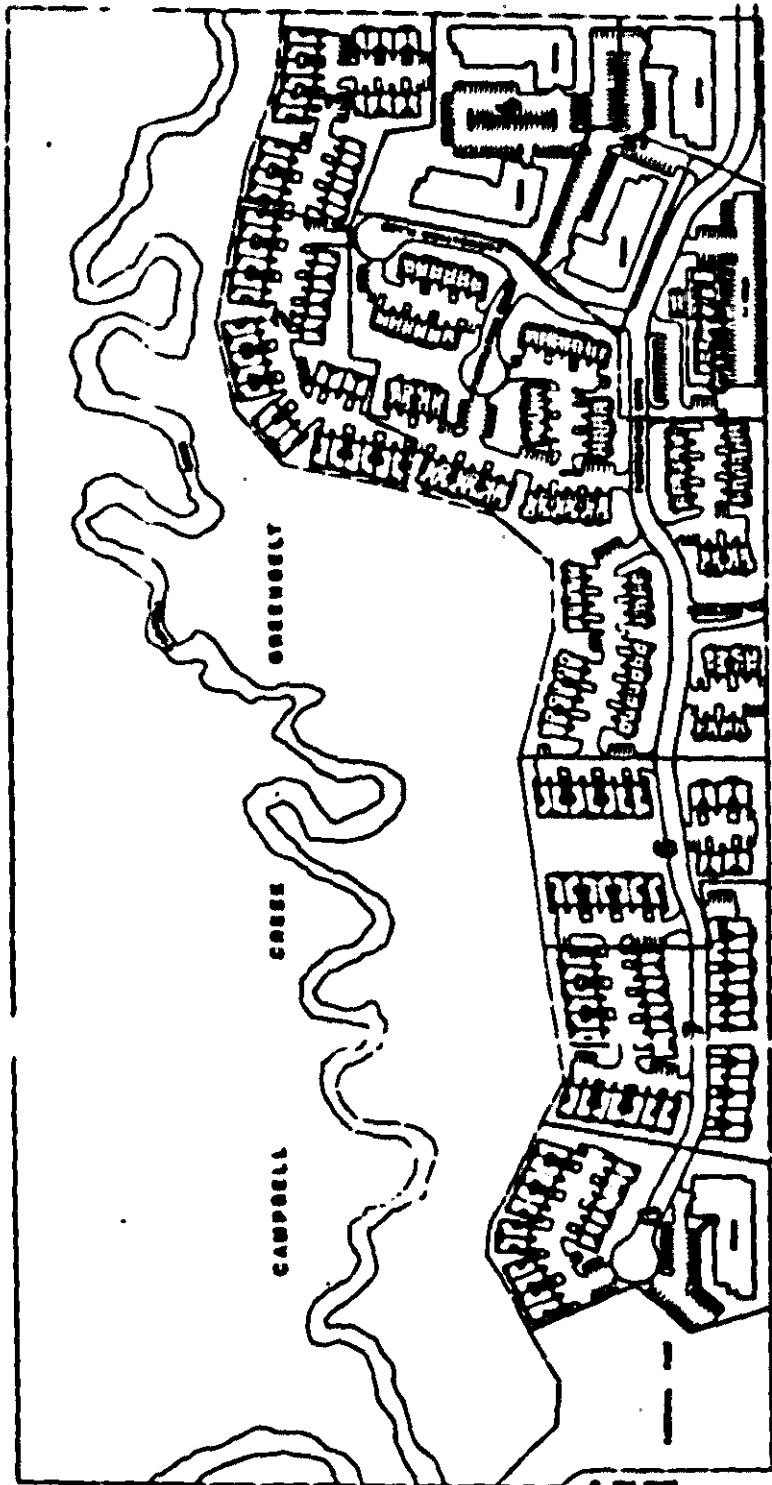
DECLARANT:

CAMPBELL CREEK DEVELOPMENT CO.,
an Alaska Corporation, Successor
in Interest to KEYWAY ENTERPRISES,
INC., a Washington Corporation,
Successor in Interest to CAMPBELL
CREEK DEVELOPMENT COMPANY, a joint
venture composed of Woodlands
West Corporation, a Washington
corporation, and Keyway Enterprises,
Inc., a Washington Corporation

By James S. Munn
James S. Munn, President

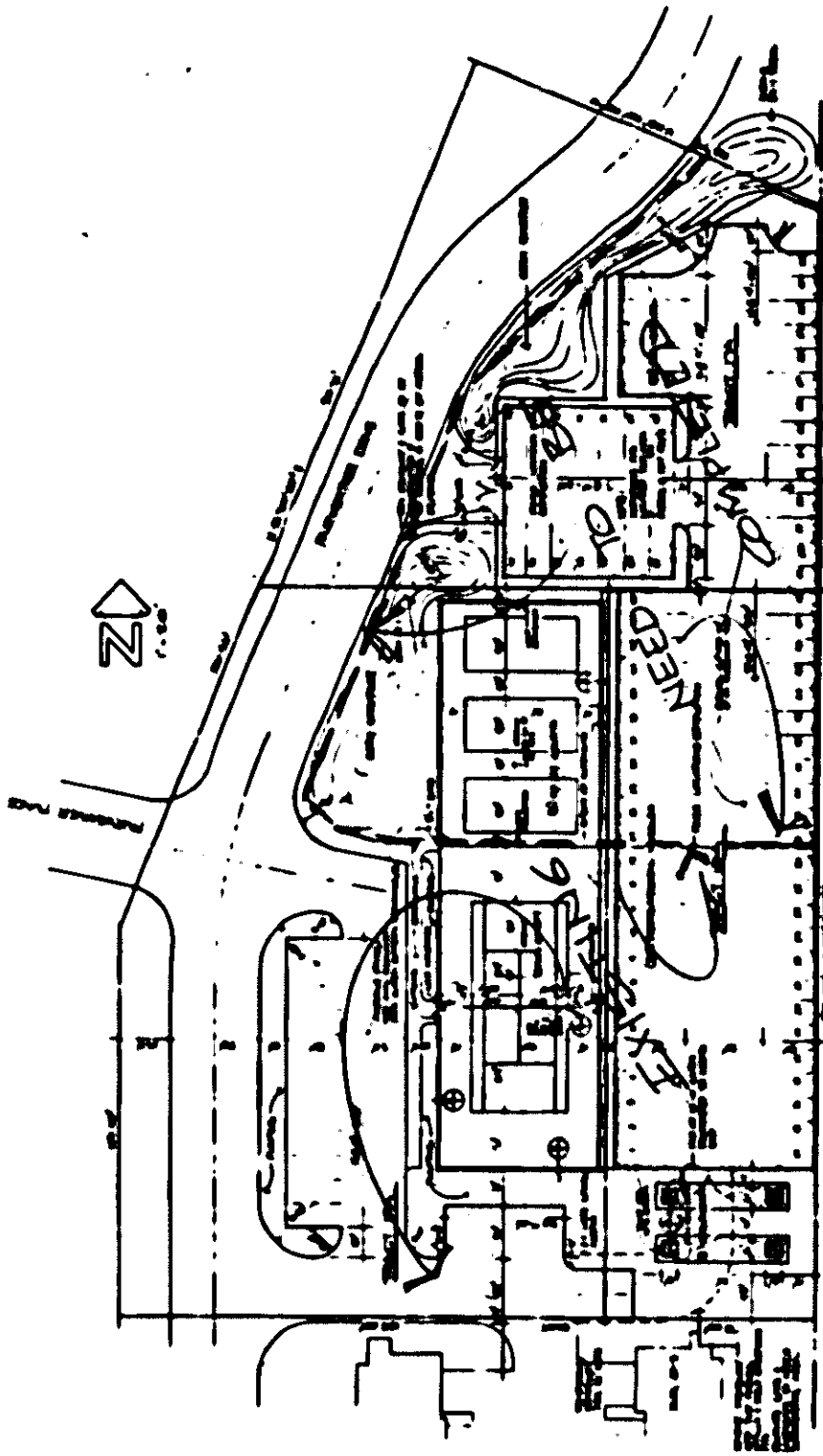


CAMPBELL CREEK
 DEVELOPER'S GENERAL PLAN
 A GENERAL PLAN DEVELOPMENT
 GENERAL DEVELOPMENT



POOR FILMING QUALITY

AMENDMENTS AND RESTATEMENT - 85 (a)



POOR FILMING QUALITY

AMENDMENTS AND RESTATEMENT - 85(b)

RECREATIONAL VEHICLE PARKING
AND RECREATIONAL FACILITIES

DATE: 11/10/85	PROJECT: CAPITAL CITY COMMUNITY CENTER
SCALE: 1/4" = 1'-0"	LOCATION: MOBILE, ALABAMA
DESIGNER: [Illegible]	CLIENT: [Illegible]
REVISIONS:	
1. [Illegible]	
2. [Illegible]	
3. [Illegible]	
4. [Illegible]	
5. [Illegible]	
6. [Illegible]	
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RESOLUTION GRANTING FINAL APPROVAL FOR THE WOODLANDS WEST PLANNED UNIT DEVELOPMENT LOCATED IN SECTION 6, T12N, R14W

WHEREAS, a request has been received from the Campbell Creek Development Co. for Final Approval for the Woodlands West Planned Unit Development (formerly known as the westerly portion of the Campbell Creek Estates Planned Unit Development); containing approximately 31.67 acres; located along the east side of the Campbell Creek Greenbelt between W. 64th Avenue and W. 72nd Avenue, and

WHEREAS, notices were published, notices were posted, notices were mailed and a public hearing was held, and

WHEREAS, the standards for a Planned Unit Development as prescribed by the zoning regulations have been satisfied, and

WHEREAS, the proposed design is generally acceptable.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Planning and Zoning Commission that the proposal submitted during the public hearing for the above described development be approved subject to the following conditions:

1. Prior to the issuance of building permits, a revised site plan shall be approved by the Planning Department. The revised plan shall provide a minimum 30' building setback from the Campbell Creek Greenbelt.
2. Building plans or other information shall be submitted to the Planning Department for review of the private open space. The private open space shall be approved by the Planning Department prior to the issuance of building permits.
3. A landscaping plan including a schedule of plan types shall be approved by the Planning Department prior to the issuance of building permits. The landscaping plan shall delineate pedestrian paths to provide access to the Campbell Creek Greenbelt and a 30' heavily landscaped buffer along the north property boundary.
4. Landscaping and path construction within a given phase shall be completed within 18 months after the last Certificate of Occupancy is issued for that particular phase.
5. Building locations along the internal collector streets shall be set back so as to accommodate a 60' right-of-way dedication.
6. Building height shall not exceed 30'.
7. Roof construction design and layout shall be approved by the Municipal Engineer prior to the issuance of building permits.
8. Roadways, driveways, and parking areas within a given phase shall be asphalt paved and permanently marked prior to the issuance of the last Certificate of Occupancy for that particular phase.

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9. The petitioner shall enter into subdivision agreement for the installation of a traffic signal at the intersection of Old Seward Highway and Sylvan Drive prior to the issuance of building permits.

10. "No Parking-Fire Lane" signs shall be posted along the internal collector streets within each phase prior to the issuance of the Last Certificate of Occupancy for that particular phase.

11. A snow storage/removal plan shall be approved by the Municipal Engineer prior to the issuance of building permits.

12. Drainage shall be resolved with the Public Works Department prior to the issuance of building permits.

13. Prior to the issuance of building permits, the petitioner shall demonstrate to the satisfaction of the Municipal Attorney financial security for the construction of the recreational building. The guarantee may be in the form of mandatory escrow payments, posting of performance bonds, letter of credit or any other form deemed sufficient by the Municipal Attorney.

14. Plans relating to the Woodlands West Planned Unit Development shall be reviewed and approved by the Planning Department via the abbreviated plat process. The Department shall insure that subsequent plans conform to the building and roadway layout and phasing boundaries of the approved site plan.

- a. The corners of each individual tract do not have to be staked by the Developer until such time as the improvements on each tract are completed and a final certificate of occupancy is issued.
- b. Temporary Certificates of Occupancy shall be issued with respect to each individual living unit as soon as such unit is completed, notwithstanding that other units in the same tract shall not have been completed.
- c. Utility easements do not need to be recorded until construction of such utility is completed and the utility is ready for acceptance by the Municipality.

15. A replat for the petition area shall be approved by the Department prior to the issuance of building permits. The plat shall reflect the park reserve at the south end of the property. Also, a note shall be placed on the plat stating that the park tract shall be held in reserve for 15 months from the date of recordation to permit the Municipality to acquire the tract for park purposes.

16. An amended site plan for that portion of the Planned Unit Development adjoining the park reserve shall be approved by the Planning Department prior to the issuance of building permits. In the event the park reserve is not acquired by the Municipality, the site plan submitted during the public hearing shall prevail.

17. The Homeowner's Association Agreement shall be reviewed and

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approved by the Planning Department prior to the issuance of a Certificate of Occupancy. The Agreement shall include the conditions of approval associated with the Woodlands West Planned Unit Development and a notation that the development is under the jurisdiction of the Municipal Planning and Zoning Commission. The Agreement shall also include a provision:

- Restricting recreational vehicle parking in any area except the recreational vehicle storage area.
- prohibiting the conversion of garages to living spaces;
- governing the allocation of recreational vehicle parking spaces.

28. This approval is subject to compliance with all standards for Special Exceptions, the site plan and application narrative.

29. A Notice of Zoning Action reflecting this approval shall be filed with the District Recorder prior to the issuance of building permits.

PASSED AND APPROVED by the Municipal Planning and Zoning Commission this 27th day of July, 1978.


Michael J. Michael
Secretary


Shari T. Holmes
for Chairman

This Schedule F is a part of and by this reference incorporated into the Amendments and Restatement of the Declaration of Covenants, Conditions and Restrictions of Campbell Green No. 1 and No. 2.

DATE this 16th day of April, 1986, as an amendment and restatement of the original declaration dated July 18, 1979, and recorded September 26, 1979, in Book 439 at Pages 564-626, in the Anchorage Recording District, Alaska, as previously amended, and the original declaration dated September 1, 1981 and recorded September 15, 1982 in Book 779 at Pages 233-307, in the Anchorage Recording District, Alaska, as previously amended.

CAMPBELL GREEN APARTMENT
ASSOCIATION NO. 1

By 
William Paul Baker, President

CAMPBELL GREEN APARTMENT
ASSOCIATION NO.

By 
Frederick A. Jones, President

POOR FILING QUALITY

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EXHIBIT G
CEILING ELEVATIONS

CARROLL GREEN CONDOMINIUM

NO.	UNIT TYPE	TRACT	BLDG.	UNIT	COMDU PLAT	DRWG NO	GARAGE - BASEMENT		FIRST LEVEL		SECOND LEVEL	
							FLOOR	CEILING	FLOOR	CEILING	FLOOR	CEILING
6932	A	1	1	1	79-175	1/5	92.47	101.83	93.75	101.83	102.74	110.72
6948	B	1	1	2	79-175	1/5	92.52	101.83	93.79	101.83	102.74	110.72
6944	B	1	1	3	79-175	1/5	92.51	101.83	93.79	101.83	102.74	110.72
6940	B	1	1	4	79-175	1/5	92.53	101.83	93.79	101.83	102.74	110.72
6936	B	1	1	5	79-175	1/5	92.50	101.83	93.79	101.83	102.74	110.72
6932	A	1	1	6	79-175	1/5	92.49	101.83	93.79	101.83	102.74	110.72
6930	C	1	1	2	79-175	2/5	92.69	101.10	102.00	110.10	111.00	119.00
6934	C	1	1	2	79-175	2/5	92.69	101.10	102.00	110.10	111.00	119.00
6938	C	1	1	3	79-175	2/5	92.69	101.10	102.00	110.10	111.00	119.00
6942	C	1	1	4	79-175	2/5	92.69	101.10	102.00	110.10	111.00	119.00
6946	D	1	1	5	79-175	2/5	92.69	101.10	102.00	110.10	111.00	119.00
6950	D	1	1	6	79-175	2/5	92.69	101.10	102.00	110.10	111.00	119.00
6954	E	1	1	7	79-175	2/5	92.69	101.10	102.00	110.10	111.00	119.00
6928	D	2	1	1	79-175	3/5	90.10	98.49	99.39	107.46	108.36	116.34
6924	D	2	1	2	79-175	3/5	90.10	98.49	99.39	107.46	108.36	116.34
6920	C	2	1	3	79-175	3/5	90.10	98.49	99.39	107.46	108.36	116.34
6916	C	2	1	4	79-175	3/5	90.10	98.49	99.39	107.46	108.36	116.34
6912	E	2	1	5	79-175	3/5	90.10	98.49	99.39	107.46	108.36	116.34
6914	E	2	2	1	79-175	4/5	92.25	100.47	101.37	109.44	110.34	118.32
6918	D	2	2	2	79-175	4/5	92.25	100.47	101.37	109.44	110.34	118.32
6922	D	2	2	3	79-175	4/5	92.25	100.47	101.37	109.44	110.34	118.32
6926	E	2	2	4	79-175	4/5	92.25	100.47	101.37	109.44	110.34	118.32
6900	A	3	1	1	79-175	5/5	93.46	102.99	94.93	102.99	103.90	111.88
6902	B	3	1	2	79-175	5/5	93.46	102.99	94.93	102.99	103.90	111.88
6904	B	3	1	3	79-175	5/5	93.45	102.99	94.93	102.99	103.90	111.88
6906	B	3	1	4	79-175	5/5	93.42	102.99	94.93	102.99	103.90	111.88

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CARPPELL GREEN CONDOMINIUM

NO.	UNIT TYPE	TRACT	BLDG.	UNIT	CONDO PLAT	DRWG NO	GARAGE FLOOR	BASEMENT CEILING	FIRST FLOOR	LEVEL CEILING	SECOND FLOOR	LEVEL CEILING
6908	B	3	1	5	79-175	5/5	93.36	102.99	94.93	102.99	103.90	111.88
6910	A	3	1	6	79-175	5/5	93.46	102.99	94.93	102.99	103.90	111.88
6631	A	20	1	1	82-285	1/12	98.41	107.71	99.71	107.74	106.64	116.67
6629	M	20	1	2	82-285	1/12	98.36	107.66	99.66	107.69	106.59	116.62
6627	M	20	1	3	82-285	1/12	98.38	107.68	99.68	107.71	106.61	116.64
6625	A	20	1	4	82-285	1/12	98.44	107.74	99.74	107.77	106.67	116.70
6611	E	20	2	1	82-285	2/12	98.74	107.23	106.17	116.20	117.10	125.13
6609	F	20	2	2	82-285	2/12	98.74	107.23	106.17	116.20	117.10	125.13
6607	F	20	2	3	82-285	2/12	98.75	107.24	106.18	116.21	117.11	125.14
6605	G	20	2	4	82-285	2/12	98.74	107.23	106.17	116.20	117.10	125.13
6603	J	20	2	5	82-285	2/12	98.76	107.25	106.19	116.22	117.12	125.15
6601	E	20	2	6	82-285	2/12	98.74	107.23	106.17	116.20	117.10	125.13
6613	E	20	3	1	82-285	3/12	99.63	106.12	109.06	117.09	117.99	126.02
6615	F	20	3	2	82-285	3/12	99.63	106.12	109.06	117.09	117.99	126.02
6617	F	20	3	3	82-285	3/12	99.63	106.12	109.06	117.09	117.99	126.02
6619	G	20	3	4	82-285	3/12	99.59	106.08	109.02	117.05	117.95	125.98
6621	J	20	3	5	82-285	3/12	99.59	106.08	109.02	117.05	117.95	125.98
6623	E	20	3	6	82-285	3/12	99.60	106.09	109.03	117.06	117.96	125.99
6715	E	21	1	1	82-285	4/12	97.98	106.47	107.41	115.44	116.34	124.37
6713	G	21	1	2	82-285	4/12	97.99	106.48	107.42	115.45	116.35	124.38
6711	J	21	1	3	82-285	4/12	98.02	106.51	107.45	115.48	116.38	124.41
6709	E	21	1	4	82-285	4/12	97.97	106.46	107.40	115.43	116.33	124.36
6701	A	21	2	1	82-285	5/12	98.43	107.73	99.73	107.76	106.66	116.69
6703	M	21	2	2	82-285	5/12	98.44	107.74	99.74	107.77	106.67	116.70
6705	M	21	2	3	82-285	5/12	98.45	107.75	99.75	107.78	106.68	116.71
6707	A	21	2	4	82-285	5/12	98.47	107.77	99.77	107.80	106.70	116.73

CAMPBELL GREEN CONDOMINIUM

NO.	UNIT TYPE	TRACT BLDG.	UNIT	CONDO PLAT	DRWG NO	GARAGE FLOOR	BASEMENT CEILING	FIRST FLOOR	LEVEL CEILING	SECOND FLOOR	LEVEL CEILING
6676	E	4A	1	82-285	6/12	95.50	103.99	104.93	112.96	113.86	121.89
6674	G	4A	2	82-285	6/12	95.50	103.99	104.93	112.96	113.86	121.89
6672	J	4A	3	82-285	6/12	95.50	103.99	104.93	112.96	113.86	121.89
6670	E	4A	4	82-285	6/12	95.50	103.99	104.93	112.96	113.86	121.89
6668	E	4A	2	82-285	7/12	95.80	104.29	105.23	113.26	114.16	122.19
6682	F	4A	2	82-285	7/12	95.80	104.29	105.23	113.26	114.16	122.19
6694	F	4A	3	82-285	7/12	95.80	104.29	105.23	113.26	114.16	122.19
6686	E	4A	4	82-285	7/12	95.80	104.29	105.23	113.26	114.16	122.19
6510	L	4A	3	82-285	8/12	97.10	105.59	106.53	114.56	115.46	123.49
6508	J	4A	2	82-285	8/12	97.00	105.49	106.43	114.46	115.36	123.39
6506	G	4A	3	82-285	8/12	97.00	105.49	106.43	114.46	115.36	123.39
6504	F	4A	4	82-285	8/12	97.00	105.49	106.43	114.46	115.36	123.39
6502	F	4A	3	82-285	8/12	97.00	105.49	106.43	114.46	115.36	123.39
6500	E	4A	3	82-285	8/12	97.10	105.59	106.53	114.56	115.46	123.49
6660	A	5A	1	82-285	9/12	93.80	103.11	95.11	103.14	104.04	112.07
6658	M	5A	2	82-285	9/12	93.70	103.01	95.01	103.04	103.94	111.97
6656	M	5A	3	82-285	9/12	93.70	103.01	95.01	103.04	103.94	111.97
6654	M	5A	4	82-285	9/12	93.80	103.11	95.11	103.14	104.04	112.07
6652	M	5A	3	82-285	9/12	93.80	103.11	95.11	103.14	104.04	112.07
6650	A	5A	6	82-285	9/12	93.80	103.11	95.11	103.14	104.04	112.07
6532	E	6	1	82-285	10/12	99.09	107.59	108.52	116.55	117.45	125.48
6534	F	6	2	82-285	10/12	99.06	107.55	108.49	116.52	117.42	125.45
6536	F	6	3	82-285	10/12	99.06	107.55	108.49	116.52	117.42	125.45
6538	G	6	4	82-285	10/12	99.06	107.55	108.49	116.52	117.42	125.45
6540	J	6	5	82-285	10/12	99.14	107.63	108.57	116.60	117.50	125.53
6542	E	6	6	82-285	10/12	99.17	107.66	108.60	116.63	117.53	125.56

CARPELL GREEN CONDOMINIUM

NO.	UNIT TYPE	TRACT	BLDG.	UNIT	CONDO PLAT	DRWG NO	GARAGE FLOOR	BASEMENT CEILING	FIRST FLOOR	LEVEL CEILING	SECOND FLOOR	LEVEL CEILING
6530	C	6	2	1	82-285	11/12	98.20	106.69	107.63	115.66	117.56	124.59
6528	F	6	2	2	82-285	11/12	98.20	106.69	107.63	115.66	116.56	124.59
6526	F	6	2	3	82-285	11/12	98.30	106.79	107.73	115.76	116.66	124.69
6524	G	6	2	4	82-285	11/12	98.20	106.69	107.63	115.66	116.56	124.59
6522	J	6	2	5	82-285	11/12	98.20	106.69	107.63	115.66	116.56	124.59
6520	E	6	2	6	82-285	11/12	98.20	106.69	107.63	115.66	116.56	124.59
6640	A	7A	1	1	82-285	12/12	96.20	105.40	97.40	105.43	106.33	114.36
6642	H	7A	1	2	82-285	12/12	96.20	105.40	97.40	105.43	106.33	114.36
6644	H	7A	1	3	82-285	12/12	96.20	105.40	97.40	105.43	106.33	114.36
6646	A	7A	1	4	82-285	12/12	96.20	105.40	97.40	105.43	106.33	114.36

DATE: U. S. S. 1972 ADJUSTMENT

I hereby certify that to the best of my knowledge, the foregoing data is true and correct.



By Stephen D. Brown, Jr., A.L.S.

Stephen D. Brown, Jr.

SCHEDULE H

**MORTGAGEE CONSENT TO AMENDMENTS AND RESTATEMENT
OF THE DECLARATIONS OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF CAMPBELL GREEN NO. 1 AND 2**

This Consent is executed by Alaska Housing Finance Corporation, an Alaska corporation ("AHFC"), as of this 25th day of April, 1986.

RECITALS

A. Campbell Green No. 1 and Campbell Green Condominiums, No. 2 (the "Condominiums") plan to merge into one entity under the terms of that certain Amendment and Restatement of the Declarations and Covenants, Conditions and Restrictions of Campbell Green No. 1 and 2 (the "Amended Declaration") and that certain Agreement and Plan of Merger ("Merger Agreement").

B. The present declarations governing amendments to the Condominiums provide at Section 22.1 for consent by seventy-five percent (75%) of the mortgagees of the apartments of each condominium for the adoption of any material amendment to that declaration, including any amendment altering the percentage of undivided interest in the common areas and facilities ("Material Amendment").

C. Because the adoption of the Amended Declaration and the merger constitute a Material Amendment, the consent of seventy-five percent (75%) of the mortgagees is being sought.

D. AHFC has been assigned the beneficial interest of the deeds of trusts or mortgages encumbering certain units in the Condominiums, more particularly described in Exhibit A hereto (the "Units"), and has agreed as a mortgagee to consent to the amendment described in paragraph A.

CONSENT

1. AHFC has reviewed the Amended Declaration and Merger Agreement affecting the Condominiums, and thereby affecting its interest in the Units.

2. As the holder of the beneficial interest of the mortgages or deeds of trust encumbering the Units, AHFC hereby consents to the amendment to the declarations governing the Condominiums as described in the Amended Declaration and the Merger Agreement.

ALASKA HOUSING FINANCE CORPORATION

Date Signed:

4-25-86

By Betty M Cook
Its Mortgage Operations Director

EXHIBIT A

CAMPBELL GREEN NO. 1

Beneficial Interest Held By
Alaska Housing Finance Corporation

<u>UNIT NUMBER</u>	<u>UNIT ADDRESS</u>
1-1-1	6952 Fairweather
1-1-2	6948 Fairweather
1-1-3	6944 Fairweather
1-1-4	6940 Fairweather
1-1-5	6936 Fairweather
1-1-6	6932 Fairweather
1-2-1	6930 Fairweather
1-2-2	6934 Fairweather
1-2-3	6938 Fairweather
1-2-4	6942 Fairweather
1-2-6	6950 Fairweather
1-2-7	6954 Fairweather
2-1-1	6928 Fairweather
2-1-2	6924 Fairweather
2-1-3	6920 Fairweather
2-1-4	6916 Fairweather
2-1-5	6912 Fairweather
2-2-2	6918 Fairweather
2-2-3	6922 Fairweather
2-2-4	6926 Fairweather
3-1-2	6902 Fairweather
3-1-3	6904 Fairweather
3-1-4	6906 Fairweather
3-1-5	6908 Fairweather

EXHIBIT A

CAMPBELL GREEN NO. 2 CONDOMINIUMS

Beneficial Interest Held By
Alaska Housing Finance Corporation

<u>UNIT NUMBER</u>	<u>UNIT ADDRESS</u>
4A-1-4	6670 Fairweather
4A-2-2	6682 Fairweather
4A-3-2	6508 Fairweather
4A-3-4	6504 Fairweather
5A-1-1	6660 Fairweather
5A-1-3	6656 Fairweather
5A-1-5	6652 Fairweather
6-1-4	6538 Fairweather
6-1-6	6542 Fairweather
6-2-5	6522 Fairweather
6-2-6	6520 Fairweather
20-1-1	6631 Fairweather
20-1-3	6627 Fairweather
20-2-5	6603 Fairweather
20-3-4	6619 Fairweather
20-3-5	6621 Fairweather
20-3-6	6623 Fairweather
21-1-4	6709 Fairweather

**MORTGAGEE CONSENT TO AMENDMENTS AND RESTATEMENT
OF THE DECLARATIONS OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF CAMPBELL GREEN NO. 1 AND 2**

This Consent is executed by Campbell Creek Development Co., an Alaska Corporation (the "Corporation"), as of this 16th day of April, 1986.

RECITALS

A. Campbell Green No. 1 and Campbell Green Condominiums, No. 2 (the "Condominiums") plan to merge into one entity under the terms of that certain Amendment and Restatement of the Declarations and Covenants, Conditions and Restrictions of Campbell Green No. 1 and 2 (the "Amended Declaration") and that certain Agreement and Plan of Merger ("Merger Agreement").

B. The present declarations governing amendments to the Condominiums provide at Section 22.1 for consent by seventy-five percent (75%) of the mortgagees of the apartments of each condominium for the adoption of any material amendment to that declaration, including any amendment altering the percentage of undivided interest in the common areas and facilities ("Material Amendment").

C. Because the adoption of the Amended Declaration and the merger constitute a Material Amendment, the consent of seventy-five percent (75%) of the mortgagees is being sought.

D. The Corporation holds the beneficial interest of the deeds of trusts or mortgages encumbering certain units in the Condominiums, more particularly described in Exhibit A hereto (the "Units"), and has agreed as a mortgagee to consent to the amendment described in paragraph A.

CONSENT

1. The Corporation has reviewed the Amended Declaration and Merger Agreement affecting the Condominiums, and thereby affecting its interest in the Units.

2. As the holder of the beneficial interest of the mortgages or deeds of trust encumbering the Units, the Corporation hereby consents to the amendment to the declarations governing the Condominiums as described in the Amended Declaration and the Merger Agreement.

CAMPBELL CREEK DEVELOPMENT CO.,
Successor in Interest to KEYWAY
ENTERPRISES, INC., a Washington
Corporation, Successor in Interest to
CAMPBELL CREEK DEVELOPMENT COMPANY, a
joint venture composed of Woodlands
West Corporation, a Washington
Corporation, and Keyway Enterprises
Inc., a Washington Corporation

President

EXHIBIT A

CAMPBELL GREEN NO. 2 CONDOMINIUMS

<u>UNIT NUMBER</u>	<u>UNIT ADDRESS</u>
4A-1-1	6676 Fairweather
4A-1-2	6674 Fairweather
4A-1-3	6672 Fairweather
4A-2-1	6680 Fairweather
4A-2-3	6684 Fairweather
4A-2-4	6686 Fairweather
4A-3-1	6510 Fairweather
4A-3-3	6506 Fairweather
4A-3-6	6500 Fairweather
5A-1-6	6650 Fairweather
6-1-1	6532 Fairweather
6-1-2	6534 Fairweather
6-1-5	6540 Fairweather
6-2-1	6530 Fairweather
6-2-2	6528 Fairweather
6-2-3	6526 Fairweather
6-2-4	6524 Fairweather
7A-1-1	6640 Fairweather
7A-1-2	6642 Fairweather
7A-1-4	6646 Fairweather
20-2-2	6609 Fairweather
20-2-3	6607 Fairweather
20-2-4	6605 Fairweather
20-2-6	6601 Fairweather
20-3-1	6613 Fairweather
20-3-2	6615 Fairweather
20-3-3	6617 Fairweather
21-1-3	6711 Fairweather

AMENDMENTS AND RESTATEMENT - 97

JG 027616

322 CC

RECORDED-FILED
ANCHORAGE REC.
DISTRICT

MAY 1 2 33 PM '06

REQUESTED BY PERKINS COLE

ADDRESS 420 2ND ST.Suite 301
Anch, AK 99501