

DECLARATION OF CONDOMINIUM OWNERSHIP
 CONTEMPO ONE CONDOMINIUM ASSOCIATION

Pursuant to the Alaska Horizontal Property Regimes Act, the following condominium plan for Contempo One Condominium Owners' Association including the covenants, conditions, restrictions, and preservation of easements contained herein and filed of record is hereby adopted.

This declaration made and entered into this 16 day of OCTOBER, 1981, by DICKINSON ENTERPRISES, INC., hereinafter called "Declarant".

ARTICLE I

Ownership and Submission

1. Ownership. The Declarant's address is SR Box 2402, Wasilla, Alaska, 99687. The Property as described in Exhibit "A", including any improvements, shall be referred to as "Contempo One Condominiums".
2. Submission to the Act. The Declarant hereby submits Contempo One Condominiums to the provisions of the Horizontal Property Regimes Act (Condominiums) of the State of Alaska (A.S. 34.07.010 et seq.) as now existing or hereafter amended.
3. General Use and Covenants. Declarant hereby declares that all of the property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, easements, conditions and covenants, all of which are declared and agreed to in furtherance of a plan for the protection maintenance, improvement and sale of the property for the purpose of enhancing the value and desirability of the property. All provisions of this Declaration are hereby imposed as equitable servitudes upon the property. All of the limitations, restrictions, easements, conditions and covenants herein shall run with the land and shall be binding upon and for the benefit of all the property and all parties having or acquiring any right, title or interest in the property or any part thereof.
4. Conveyance of Unit, Common Area, and Limited Common Area. Declarant, its successors, assigns, and grantees covenants and agrees that the undivided interest in the common area and limited common area and fee titles to the respective units conveyed therewith shall not be separated or separately conveyed and each individual interest shall be deemed to be conveyed or encumbered with its respective unit even though the description in the instrument of conveyance or encumbrance may refer only to the unit. Subsequent to the initial sales of the condominiums, any conveyance of a condominium unit, or any portion thereof, shall be presumed to convey the entire condominium unit and its respective interest in the common areas and limited common areas.

ARTICLE II

Definitions

For the purpose of brevity and clarity, certain words and terms used in this Declaration are described as follows:

1. Parcel. The entire tract of real estate referred to as Exhibit "A".

2. Property. Property means the land, the building, all its improvements and structures, and all easements, rights, and appurtenances belonging to it, none of which shall be considered a security or security interest, and all articles of personalty intended for use in connection with it, which have been or are intended for the mutual use, benefit, or enjoyment of the unit owners.

3. Unit. Unit shall mean and include the elements of a condominium not owned in common with the owners of the other condominiums and the property; each of the apartments in a multi-family structure, each separately described and designated on Exhibit "B" which is attached and incorporated herein by this reference, shall be a separate freehold estate consisting of the space bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows, and doors of each apartment. In interpreting deeds, declaration and plans, the existing physical boundaries of the unit or units constructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the description expressed in the deed, plan or declaration, regardless of settling or lateral movement of the building and regardless of minor variances within boundaries as shown on the plan or on the deed and declaration and those of the building as constructed. Concurrently with the recording of this Declaration, a survey map and floor plan of the project is being filed in the Anchorage Recording District, Third Judicial District, State of Alaska, under File No. 81-242.

4. Unit Owner. Unit owner shall mean the person or persons owning a unit in fee simple estate, together with an undivided interest in a like estate in the common areas and facilities in the percentage specified and established herein.

5. Contempo One Condominiums. Contempo One Condominiums shall mean the entire property divided into condominiums, including all the structures thereon, the common areas, the limited common areas, and the units within the property.

6. Limited Common Areas and Facilities. Limited common areas and facilities shall mean and include all areas for which exclusive easements are reserved for the benefit of unit owners, namely, balconies for certain unit owners and one parking space per unit and one inside storage space as those spaces are set forth on a survey map and/or the set of floor plans filed simultaneously herewith or are designated in this declaration as reserved for the use of certain owners to the exclusion of other unit owners as listed in Exhibit "C" attached hereto and incorporated herein by reference.

7. Common Areas. Common areas shall mean and include all areas on the property and all the land described in Exhibit "A" and the mechanical room and every air space above, except the units, and shall further include for maintenance purposes of the Association, all gas, water, and waste pipes, all sewers, all ducts, chutes, conduits, wires, boilers, hot water heaters in the mechanical room, and other utility installation of the multi-family structures wherever located except the outlets thereof when located within the units, all bearing walls, columns, floors, the roof, slab, foundation, stairways, landscaping and all recreational facilities, partition walls between all units except for surfaces of such partition walls facing the unit, and all other parts and property necessary or convenient to its existence.

8. Association. Association shall mean the Contempo One Condominium Owners' Association.

9. Common Assessment. Common assessment shall mean a charge against each unit owner and his condominium unit representing a portion of the cost to the Association for maintaining, improving, repairing and managing Contempo One Condominiums and all other common expenses, including reserves for future repairs and replacement.

10. Special Assessments. All further assessments provided by this Declaration which are not common assessments shall be deemed Special Assessments. Special Assessments shall include but not be limited to the following:

(a) Capital Improvement Assessment shall mean a charge against each unit owner and his condominium unit, representing a portion of the cost to the Association for installation or construction of any capital improvements on any of the common areas or the limited common areas which the Association may from time to time authorize.

(b) Reconstruction Assessment shall mean a charge against each unit owner and his condominium unit, representing a portion of the cost of the Association for reconstruction of any portion or portions of the project pursuant to this Declaration.

(c) Other Special Assessments shall mean a charge against a particular unit owner and his condominium, directly attributable to the unit owner, equal to the cost incurred or levied by the Association for late charges, fines, interest charges, corrective actions, or other items pursuant to the provisions of this Declaration.

11. Common Expenses. Common expenses shall mean the actual and estimated costs of maintenance, management, operation, repair and replacement of the common areas and limited common areas (to the extent not paid by the unit owner when responsible for payment), including unpaid special reconstruction and capital improvement assessments; costs of management and administration of the Association, including but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of utilities, gardening and other services benefiting the common areas and limited common areas; the costs of fire, casualty, liability, directors and officers, workmen's compensation, and other insurance covering the project; the costs of bonding of the members of the management body; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the entire project or portions thereof; and the costs of any other item or items designated by, or in accordance with the provisions of this Declaration and Bylaws incurred by the Association.

12. Mortgage, Mortgagee, Mortgagor. Reference in this Declaration to a mortgage shall be deemed to include a deed of trust; reference to a mortgagor shall be deemed to include the trustor of a deed of trust. Reference to a mortgagee shall be deemed to include the Beneficiary of a deed of trust.

13. Board of Directors. Board of Directors shall mean the Board of Directors of the Association.

ARTICLE IIIResidence and Use Restrictions

1. Residence and Use of Units. Each unit shall be used by the unit owner for residential purposes only, except as provided in Article III, paragraphs 8 and 11. The use of any residence shall not violate the terms of this declaration, the Bylaws of the Association, or the rules or regulations of the Association.
2. Description of Buildings. The buildings constructed on the property consist of two (2) two and one-half (2-1/2) story fram buildings with seventeen (17) units in each building for a total of thirty-four (34) units. Additional details to the buildings are set forth on the survey and floor plan filed simultaneously herewith.
3. Nuisances. No noxious or offensive activities (including but not limited to the repair of automobiles) shall be carried on upon the project. No horns, whistles, bells or other sound devices audible outside the unit, except security devices used exclusively to protect the security of a residence and its contents, shall be placed or used in any such residence. No loud noises shall be permitted on the property, and the Board of Directors of the Association shall have the right to determine if any noise or activity producing noise constitutes a nuisance. No unit owner shall permit or cause anything to be done or kept upon the property which will increase the rate of insurance thereon or which will obstruct or interfere with the rights of other unit owners, nor will he commit or permit any nuisance on the premises, or commit any illegal act thereon. Each unit owner shall comply with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to the occupancy and use of a residence.
4. Signs. No signs, posters, displays or other advertising devices of any character shall be erected or maintained on or shown or displayed from the residences without prior written approval having been obtained from the Board of Directors of the Association; provided, however, that the restrictions of this paragraph shall not apply to any sign or notice of customary and reasonable dimension, as determined by the Board of Directors, which states that the premises are for rent or sale. Address, identification signs and mailboxes shall be maintained by the Association. The Association may at any time place and maintain upon the common areas such signs as the Association may deem necessary for the identification, regulation use of the common areas for the health, safety and general welfare of the unit owners. The Board of Directors may summarily cause all unauthorized signs to be removed and destroyed. This section shall not apply to any signs used by Declarant or its agents in connection with the original construction and sale of the condominiums.
5. Hold Harmless and Indemnification. Each unit owner shall be liable to the Association for any damage to the common areas or any equipment thereon which may be sustained by the reason of the negligence of said unit owner or of his guests or invitees, to the extent that any such damage shall not be covered by insurance. Each unit owner does further, by the acceptance of his deed, agree to indemnify each and every other unit owner, and to hold him or her harmless, from any claim of any person for personal injuries or property damage occurring within the residence of the unit owner, unless said injury or damage shall occur by reason of the negligence of any other unit owner, and each unit owner further agrees to defend, at his expense, any and all remaining owners who may be sued by any person for a claim for personal injury or property damage alleged to have been sustained within the residence of that unit owner.

6. Outside Installation. No outside radio pole or clothes-line shall be constructed, erected or maintained on the property. No outside television antenna, wiring or installation or air conditioning or other machines shall be installed on the exterior of the building of the project or be allowed to protrude through the walls or roof of the building, unless prior written approval of the Board of Directors is secured. No basketball backboards or fixed sports apparatus shall be allowed on the property without the prior written approval of the Board of Directors.

7. View Obstruction. No vegetation or other obstruction shall be planted or maintained in location or of such height as to unreasonably obstruct the view from any other unit in the vicinity thereof. In the event of a dispute between owners of units as to the obstruction of a view from a unit, such dispute shall be submitted to the Board of Directors, whose decision in such matters shall be binding. Any such obstruction shall, upon request of the Board, be removed or otherwise altered to the satisfaction of the Board by the unit owner obstructing such view.

8. Business or Commercial Activity. Except as provided herein, no business or commercial activity shall be maintained or conducted in any residence, except that Declarant or his agents or a person designated by the Association as agent of the Association for purposes of sale or managing the property may maintain management offices and facilities in a unit or in a temporary structure constructed on the project; provided, however, that professional and administrative occupations in accordance with ordinances of the Municipality of Anchorage may be carried on within the residences so long as there exists no external evidence thereof. Declarant has the right to establish, use, maintain and relocate models and/or sale offices within any of Declarant's units.

9. Temporary Structure. No temporary structure, boat, truck, trailer, camper or recreation vehicle of any kind shall be used as a living area while located on the project.

10. Rubbish Removal. Trash, garbage, or other waste shall be disposed of only by depositing same, wrapped in a secure package, into trash facilities as designated by the Board of Directors. There shall be no exterior fires whatsoever except barbeque fires contained within receptacles therefor, as regulated by the Board of Directors.

11. Lease of Units. Unit owners may lease their unit to third parties for a period equal to or greater than one (1) month. The lease agreements must be in writing and shall provide that the failure to comply in all respects with the provisions of the Declaration, the Association Bylaws and the Rules and Regulations of the Association shall be a default under the terms of the lease. All unit owners shall notify the management agent or the Board of Directors of the name and address of each tenant, number of persons allowed to occupy each unit, the length of the lease term, and provide a copy of the lease to the Management Agent.

12. Notice to Association. A unit owner shall promptly notify the management agent or the Association of any sale, transfer, lease, mortgage, or security agreement, in any way affecting the unit.

13. Pet Regulations. No animals, livestock or poultry shall be kept in any residence, except customary household pets may be kept within the project, provided that they are not kept, bred or

raised therein for commercial purposes. The Association shall have the right to prohibit maintenance of any pet which constitutes, in the opinion of the Board of Directors, a nuisance to any other unit owner. Within three (3) days of receipt of written notice from the Board of Directors or Management Agent, all such pets shall be promptly removed from the property.

Pets belonging to an owner, members of his family, guests, licensees, or invitees must be either kept within a unit or on a leash being held by a person capable of controlling the animal, or otherwise under the direct control of such a person. Should any pet belonging to a unit owner or otherwise be found unattended or not being controlled as stated above, such pet may be removed by the Board of Directors or a person designated by them to a pound under the jurisdiction of the local municipality in which the property is situated. Furthermore, any unit owner shall be absolutely liable to each and all remaining owners, their families, guests and invitees, for any damage to person or property caused by any pets brought or kept upon the property by an owner, members of his family, guests, licensees, or invitees. The failure to comply with this section shall subject a unit owner to a fine in an amount determined by the Board of Directors.

14. Outside Storage of Recreational Vehicles. There shall be no recreational vehicles, snow machine trailers, camper storage, boat storage, or any other type of recreational vehicle storage, tents, motorcycles or trailers, of any nature whatsoever stored on the project other than in the limited common area for parking as designated in Exhibit "C", for more than forty-eight (48) hours. Any such recreational vehicles shall be stored for a longer period only in a designated parking space approved by the Board of Directors.

15. Outside Storage. There shall be no outside storage of any nature whatsoever. All storage shall be placed in the storage space as limited common area allocated for each unit.

ARTICLE IV

Architectural Provisions

Excepting the interior of units, no replacement, addition, or alteration of the building, structure, fence, drainage facility, common or limited common area landscaping or planting shall be effected on the property other than by Declarant until the plans, specifications and plot plan showing the location and nature of such replacement, addition, alteration or removal have been submitted to and approved in writing by the Board of Directors; nor shall any exterior painting or decorative alteration be commenced until the Board has approved the plans therefor, including the proposed color schemes, design thereof and the quality of materials to be used. Plans and submittals thereof shall be approved or disapproved within sixty (60) days. Failure of the Board to respond to a submittal or resubmittal of plans within such period shall be deemed to be approval of the plans as submitted or resubmitted. The approval of the plans and specifications may be withheld not only because of non-compliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by reason of reasonable dissatisfaction of the Board with the location of the structure on the residence, the elevation, color scheme, finish, propor-

tions, architecture, shape, height, style and appropriateness of the proposed structure or altered structure, the materials used therein, or because of its reasonable dissatisfaction with any or all other matters or things which in the reasonable judgment of the Board will render the proposed alteration inharmonious or out of keeping with the general plan of improvement of the property or with the improvements erected on other residences. If, after such plans and specifications have been approved, the improvements are altered, erected or maintained upon the residence otherwise than as approved by the Board, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Board having been obtained as required by the Declaration.

After the expiration of one (1) year from the date of completion of any improvement, said improvement shall, in favor of purchasers and encumbrancers, in good faith and for value, be deemed to comply with all of the provisions hereof, unless a notice of such noncompliance or noncompletion, executed by one member of the Board, shall appear of record in the Office of the Recorder, Anchorage Recording District, or legal proceedings shall have been instituted to enforce compliance with these provisions. The approval of the Board of any plans or specifications submitted for approval as herein specified for use on any residence shall not be deemed to be a waiver by the Board of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other residences. No member of the Board shall be liable to any person for his decisions or failure to act in making decisions as a member of said Board. The members of the Board shall receive no compensation for their services performed pursuant to this Declaration. Upon approval of the Board, it shall be conclusively presumed that the location and height of any improvement does not violate the provisions of this Declaration.

ARTICLE V

Repair and Maintenance

1. Repair and Maintenance Duties of Association. The Association shall maintain, repair, and make necessary improvements to, and pay for out of the Association's funds:

- (a) all common areas and limited common areas;
- (b) all work within a unit referred to in 2(a) below if not timely performed by the unit owner.

2. Repair and Maintenance Duties of Unit Owner.

(a) Every unit owner shall from time to time and at all times well and substantially repair, maintain, amend and keep his apartment with all necessary reparations and amendments whatsoever in good order and condition, except as otherwise provided by law or the Declaration, and without limitation shall perform promptly all such work within his apartment the omission of which would affect any common or limited common area or other units and shall be responsible for all loss and damage caused by his failure to do so.

(b) All repairs of internal installations within each apartment such as water, light, gas, power, sewage, telephones, air conditioning, sanitation, doors, windows, lamps and all other fixtures and accessories belonging to such unit, including

interior walls and partitions and the inner decorated or finished surfaces of the perimeter walls, floors and ceilings of such unit, shall be at the unit owner's expense.

ARTICLE VI

Destruction of Improvements

1. Partial Destruction. Except as otherwise provided in this Declaration, in the event of partial destruction of less than all of the units, it shall be the duty of the Association to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to Article X hereof shall be used for such purpose subject to the prior rights of beneficiaries of deeds of trust whose interest may be protected by said policies. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be at least eighty-five percent (85%) of the estimated cost of restoration and repair, a special assessment of the owners, with each owner contributing a percentage equal to the owners' percentage interest in the common areas as set forth in Exhibit "D", may be levied by the Association to provide the necessary funds for such reconstruction, over and above the amount of any insurance proceeds available for such purpose. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be less than eighty-five (85%) of the estimated cost of restoration and repair, the Owners shall proceed as set forth in paragraph 2 below as if there were total destruction.

2. Total Destruction. In the event of the total destruction of all the units, the Association shall rebuild as provided herein, unless the unit owners, by a vote of seventy-five percent (75%) of the unit owners vote as provided herein, not to rebuild. The unit owners must make such determination within sixty (60) days from the date of any such destruction or the Association shall automatically rebuild.

In the event of any authorization to rebuild, the necessary funds shall be raised as provided in paragraph 1 above, and the Association shall be authorized to have prepared the necessary plans, specifications and maps, and to execute the necessary documents to effect such reconstruction as promptly as practical. The project shall be reconstructed or rebuilt in accordance with the original plans of construction unless changes shall have been approved in writing by seventy-five percent (75%) of the unit owners and by the holders of record of encumbrances upon their condominiums. A certificate of the resolution authorizing such reconstruction shall be filed with the District Recorder within six (6) months from the date of such destruction and in the event of a failure to record such certificate within said period, it shall be conclusively presumed that the owners have determined not to rebuild said improvements.

In the event of a determination not to rebuild, the Association shall be authorized to have prepared and to file as promptly as practical, a corrected survey map or withdrawal of the property from the Horizontal Property Regimes Act as appropriate. The property shall be offered for sale at the highest and best price obtainable, either in its damaged condition, or after damaged structures have been razed. The net proceeds of such sale, and the proceeds, if any, of insurance carried by the Association shall be divided among the unit owners in such percentage equal to the percentage of undivided interest of the unit owner as set forth in Exhibit "D", provided that the balance then due on any valid encumbrance of record shall be first paid in order of priority before the distribution of any proceeds to an owner whose condominium is so encumbered.

3. Reorganization. In the event of a decision not to build a portion of the property destroyed pursuant to the paragraph above, the Owners of said portion of the property not to be rebuilt shall cease to be a member of the Association. Thereafter, the Association shall reallocate the ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principals employed in this Declaration at its inception and shall submit such reallocation to the Owners of the remaining units for amendment of this Declaration as provided in Article XI hereof.

4. Notice to Mortgagee. Any institutional holder of a first mortgage on any unit shall be given written notice of any substantial damage or destruction as set forth herein.

ARTICLE VII

Assessments

1. Levy and Payment. Each unit owner shall pay all Common Assessments and all applicable Special Assessments imposed against his unit by the Association. Such assessments, together with late charges, interest, costs and reasonable attorney's fees, shall be the personal obligation of the person who was the owner of such property at the time when the assessments fall due. This personal obligation cannot be avoided by abandonment of the condominium or by an offer to waive use of the common areas. The assessments levied by the Association shall be used exclusively to promote the health, safety and general welfare of the residents of the condominiums and for the improvement, operation replacement and maintenance of the project.

Not later than thirty (30) days prior to the beginning of each calendar year, the Board of Directors shall estimate the total expenses for the ensuing year and calculate the charges to be assessed against each unit. Written notice of the annual assessments shall be sent to every unit owner subject thereto. Each owner shall thereafter pay to the Association his assessment in installments as established by the Board of Directors. In the event the Board of Directors shall determine that the total assessed charges for the current year are, or will become, inadequate to meet all expenses of the property for any reason, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the total expenses for the year and the additional charges to be assessed against each year.

The initial unit owners (not the Declarant) shall pay to the Association a sum equal to two months projected common assessments which shall be maintained by the Association as an operating reserve fund. The funds shall not be returned to the unit owners unless the Association is dissolved or the project is totally destroyed and not rebuilt. Until the Association makes a common assessment by its duly elected Board of Directors after the Declarant has passed control of the Association to its members, the Declarant shall pay all the common expenses of the Association. Declarant shall pass control of the Association to its members within five years from the date this Declaration is executed or upon the completion of the transfer of title to purchase condominium units with 75% of the voting control, whichever occurs first. The Declarant shall call a meeting of the Association within 30 days of the transfer of title of 75% of the voting control or 30 days prior to the expiration of five years or upon the date of execution, whichever occurs first. At said meeting the Association shall establish the assessments as set forth herein. Once the Association has established the common assessments, the Declarant shall pay any common or special assessments for any unsold units as any other owner. However, the Declarant shall not be required to pay a reserve sum of two months of the common projected expenses of the Association until a period 90 days after the Association has been established. Ninety days after the Association has been established, the Declarant shall pay a reserve fund equal to the Association of two months common assessments.

2. Delinquencies. There shall accrue with each delinquent assessment, a late charge as determined by the Board of Directors together with interest at the maximum rate permitted by law on such delinquent sums, calculated from the date of delinquency to and until payment is received by the Association. The

of the Recorder for the Anchorage Recording District, a notice of any delinquent sums due the Association from any condominium owner. Such notice shall state the amount of such delinquent sums and other authorized charges and interest, collection expenses in connection with the delinquent sums, reasonable attorneys' fees, a sufficient description of the condominium against which the same has been assessed, the name and address of the Association and the name of the record owner thereof. Such notice shall be signed by an authorized representative of the Association. Any payment of any nature whatsoever due the Association by a member shall be deemed to be delinquent if not received by the Association fifteen (15) days after said payment is due. Any payment not received thirty (30) days after said payment is due shall be in default and entitle the Association to take any legal remedy which it may have available against the unit owner or respective condominium interest as set forth in the Bylaws, this Declaration or by Alaska law.

Upon payment to the Association of such delinquent sums and charges in connection therewith, or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction and release of such delinquent sums and charges. The Association may demand and receive the cost of recordation of such release before recording the same. Any purchaser or encumbrancer, acting in good faith and for value may rely upon such notice of satisfaction and release as conclusive evidence of the full satisfaction of the sums stated in the notice of the delinquent sums. In the event of default by any unit owner in the payment of any assessment, the Association shall notify all persons and firms holding a mortgage or deed of trust by any unit owner on any condominium on the project provided the owner has notified the Association as set forth in Article III, paragraph 12.

3. Liens, Enforcement. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on the respective condominium unit prior and superior to all other liens except (1) all taxes, bonds, assessments, and other liens which, by law, would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deed of trust, with first priority or seniority over other mortgages or deeds of trust) made in good faith and for value and recorded prior to the date on which the lien became effective. This lien may be foreclosed by private sale as provided herein as an alternative means of relief afforded by this Declaration. Such lien, when in default, may be enforced by sale by the Association, its attorney or other person authorized to make the sale, after failure of the owner to pay an assessment in accordance with its terms, such sale to be conducted in accordance with the provisions of the Alaska Statutes applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any manner permitted by law. In any foreclosure, the unit owner shall be required to pay the reasonable rental value to the Association. The Association may acquire, hold, lease, mortgage and convey the condominium. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same, and this provision or any institution of suit to recover a money judgment shall not constitute an election of remedies. Any recovery resulting from a suit in law or equity initiated pursuant to this section may include reasonable attorneys' fees as fixed by the court.

ARTICLE VIII

The Association

1. Formation and Membership. The Association shall be incorporated under the name of Contempo One Condominium Owners'

Association, as a corporation not for profit under the laws of the State of Alaska. Every unit owner shall automatically, upon becoming the owner of a condominium, be a member of the Association, and shall remain a member thereof, until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. A person shall be deemed a owner of a condominium only upon the recordation of a conveyance of the condominium to him, and the membership shall be appurtenant to the condominium conveyed.

2. Duties and Powers. The duties and powers of the Association are those set forth in this Declaration, the Articles of Incorporation and the Bylaws, together with those reasonably implied to the effect the purposes of the Association and this Declaration. The initial Board of Directors shall adopt the initial Bylaws of the Association.

(a) General Powers of the Association The Association shall have all of the powers set forth in its Articles of Incorporation, together with its general powers as a nonprofit corporation, generally to do any and all things that a corporation organized under the laws of the State of Alaska may lawfully do in operating for the benefit of its members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, Bylaws and in this Declaration and to do any and all acts which may be necessary or proper for, or incidental to the exercise of any of the express powers of the Association or for the health, safety and general welfare of the unit owners.

(b) Special Powers of Association Without in any way limiting the generality of the foregoing, in the event that the Association determines that an improvements made by a unit owner is in need of repair, restoration or painting, or that an improvement is in existence without proper approval of the Board, or that there is a violation of any provisions of this Declaration, then the Association shall give written notice to the responsible unit owner of the condition or violation complained of, and unless the Board has approved in writing corrective plans proposed by the unit owner to remedy the conditions complained of and the cost thereof shall be charged to the unit owner and his condominium whose residence is the subject matter of corrective work, and such cost shall be deemed to be a special assessment to such unit owner, and his condominium, and subject to levy, enforcement and collection by the Association in accordance with the assessment lien procedure provided for in this Declaration. In addition, the Association shall be entitled to maintain any action for damages or injunctive relief, or both, against any unit owner who fails to abide by any of the terms and conditions of this Declaration, the Bylaws of the Association, or the rules and regulations of the Association.

(c) Miscellaneous Duties and Powers. The Association shall have the right to install and construct capital improvements on any of the common or limited common areas. The Association may at any time and from time to time reconstruct, replace or refinish any improvement or portion thereof upon the common or limited common areas in accordance with the original design, finish or standard of construction of such improvement; replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the common or limited common areas. The Association may delegate any or all of the powers contained in the Declaration to any management agent as described in Article XIV, Paragraph 8, and the Association may employ personnel necessary for the effective operation and maintenance of the common and limited common areas of any type described herein, and retain legal, accounting and other counseling services as they deem necessary.

2(d) Additional Powers in Bylaws. In addition to those powers as listed in this Declaration, the Board of Directors shall adopt Bylaws of the Association within thirty (30) days after the formation of the Association. The Bylaws may be amended by a majority of the Board of Directors. The Bylaws may provide the rules and regulations for the use, occupancy and management of the property not inconsistent with this Declaration nor inconsistent with the provisions of the Horizontal Property Regimes Act of Alaska.

3. Rights of Entry. The Association shall have a limited right of entry in and upon all limited common areas and the exterior of all units for the purpose of taking whatever action deemed necessary or proper by the Association. Nothing in this Article shall in any manner limit the right of the unit owner to exclusive control over the interior of his unit; provided, however, that an owner shall permit a right of entry to the Association, or any other person authorized by the Association, in case of any emergency originating in or threatening his unit, whether the owner is present or not. An owner shall permit the Association or its representatives to enter his unit for the purpose of performing installation, alterations or repair of the mechanical or electrical services to a residence, common area or limited common area, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner whose unit is to be entered. Any person who enters a unit for the purpose of performing installation, alterations or repair of the mechanical or electrical services to a residence shall be liable for any damage incurred to such unit. In case of an emergency, such right of entry shall be immediate.

4. Use of Agent. This Association may contract with a management company as agent for the performance of maintenance and repair and for conducting other activities on behalf of the Association.

5. Fidelity Bonds. Any person or entity authorized to in any way control, disburse, deposit, receive or pay funds of the Association, including all employees, professional managers, and employees of professional managers of the Association, shall be required to obtain appropriate bond coverage in the amounts as set forth by the Board of Directors.

6. Shares and Voting. At any meeting of the Association, each condominium owner including Declarant as to those condominiums not sold, shall be entitled to vote the percentage set forth in Exhibit "D". Where there is more than one record owner of a condominium, any or all of such persons may attend any meeting of the Association, but it shall be necessary for those owners present to act unanimously in order to cast the vote to which the condominium is entitled. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, shall be deemed to be binding on all owners of condominiums, their successors and assigns.

ARTICLE IX

Rights of Mortgagee

1. Priority. Where the mortgagee of a first mortgage of record which is recorded prior to the date on which the assessment lien became effective, obtains title as a result of foreclosure of any such first mortgage, the acquirer of title, his successor and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such condominium unit which became due prior to such acquisition of title, but shall be subject to any future assessments which became due subsequent to his acquisition of title. Such unpaid

share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners including such acquirer, his successors and assigns.

2. Default. A breach of any of the provisions, covenants, restrictions or limitations hereof, or the recordation of any lien or assessment hereunder, or the pursuit of any remedy hereunder, shall not defeat or render invalid the lien of any mortgage made by a unit owner in good faith and for value upon the interest of a unit owner. All of the provisions herein shall be binding upon and effective against any owner whose title to said property is hereafter acquired through foreclosure or trustee's sale.

3. Right to Inspect Association Records and Notice. The holder of a first mortgage of record, its successors or assigns, shall have the right to inspect the Association's books of account and other financial records, and shall also be able to require the Association to provide to it such additional financial data as may be reasonably requested to protect its interests, including annual audited financial statements within ninety (90) days after the expiration of the calendar year. Written notice of all meetings of the Owners' Association shall be sent to first mortgagees of record, who may designate an agent to attend such meetings.

4. Abandonment. The condominium status of the project shall not be abandoned without first obtaining the prior written approval of all first mortgage holders, nor shall there be any change in the percentage interests of unit owners without first obtaining the prior written approval of the first mortgage holders involved.

5. Notice of Default. Anything to the contrary herein notwithstanding, the Association shall give the holders of all first mortgages written notice of any default of any unit owner's obligation of any kind created by the Declaration, Articles of Incorporation, the Bylaws, or the rules and regulations of the Association, which default has not been cured within thirty days from the date of said default.

ARTICLE X

Insurance

1. Types. The Association shall obtain and continue in effect adequate blanket public liability insurance for the common areas, and fire insurance with extended coverage for the full replacement value of the project. Such insurance shall be maintained by the Association for the benefit of the Association, the unit owners, and the encumbrancers upon the property or any part thereof as their interests may appear with underlying coverage on the individual units. The Association may purchase such other insurance as it may deem necessary, including but not limited to, fidelity bonds and workmen's compensation. The Association shall provide a copy of all policies to the unit owners and encumbrancers. Each owner may provide insurance on his personal property. Nothing herein shall preclude any individual owner from carrying any public liability insurance as he may deem advisable to cover his individual liability for damages to person or property occurring inside his individual unit or elsewhere upon the premises.

2. Premiums and Proceeds. Insurance premiums for any such blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Association shall become

a common expense to be included in the regular assessments levied by the Association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as provided in Article V of this Declaration. The Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers.

ARTICLE XI

Duration and Amendment

1. Duration. This Declaration shall be perpetual, unless a Declaration of Termination or Withdrawal is recorded in the public records of the Anchorage Recording District, State of Alaska, meeting the requirements of an amendment to this Declaration as set forth in paragraph 2 of this Article. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any unit from the concomitant membership in the Association as long as this Declaration shall continue in full force and effect.

2. Amendment. Except as set forth in Article XIV, 12, notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered. A resolution adopting a proposed amendment may be proposed by a condominium owner at a meeting of members of the Association. The resolution shall be adopted by approval of unit owners owing in the aggregate not less than sixty-six and two-thirds percent (66 2/3%) of the unit owners' vote as set forth in Exhibit "D". A copy of each amendment shall be certified by the President and Secretary of the Association and the amendment shall be effective when recorded in the public records, Anchorage Recording District, State of Alaska; provided that any of the following amendments to be effective must be approved in writing by the record holders of all encumbrances on any condominiums at the time of such amendment:

(1) Any amendment which affects or purports to affect the validity or priority of encumbrances or the rights or protection granted to encumbrancers as provided herein,

(2) Any amendment which would necessitate an encumbrancer after it has acquired a condominium through foreclosure to pay more than its proportionate share of any unpaid assessment or assessments accruing prior to such foreclosure,

(3) Any amendment which would or could result in an encumbrance being cancelled by forfeiture, or in the individual condominiums not being separately assessed for tax purposes,

(4) Any amendment relating to the insurance provisions as set out in Article X hereof, or to the application of insurance proceeds as set out in Article VI hereof, or to the disposition of any money received in any taking under condemnation proceedings, and

(5) Any change in the percentage interest of the unit owners as set forth in Exhibit "D".

A certificate, signed and sworn to by the President and Secretary of the Association certifying that the record owners of sixty-six and two-thirds percent (66 2/3%) of the unit owners' vote have either voted for or consented in writing to any amendment adopted as provided herein, when recorded, shall be conclusive evidence of such fact. The Association shall maintain in its files the record of all votes or written consents for a

period of at least four (4) years. Any amendment which requires the written consent of all the record holders of encumbrances shall be signed and sworn to by all such encumbrances.

3. Amendment by Declarant. Notwithstanding the foregoing, the Declarant shall have the right to terminate or modify this Declaration by recordation of a supplement thereto setting forth such termination or modification, until the first close of any escrow for the sale of a condominium unit or subsequently with the consent of one hundred percent (100%) of all other then closed unit owners. Declarant or its successors may amend this declaration pursuant to Article XIV, 12, at anytime for a period of seven years from the date this declaration is executed.

ARTICLE XII

Condemnation

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

2. Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award", shall be payable to the Association.

3. Complete Taking. In the event that the entire project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant thereto shall terminate. The condemnation award shall be apportioned among the unit owners in proportion to the respective undivided interests in the common elements, provided that if a standard different from the value of the project as a whole employed to measure the condemnation award in negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of principle set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the condemnation award to which each owner is entitled and make payment accordingly.

4. Partial Taking. In the event that less than the entire project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each owner shall be entitled to a share of the condemnation award to be determined in the following manner:

(a) The Association shall, reasonably and in good faith, allocate the condemnation award between compensation damages and other proceeds, and shall apportion the amounts so allocated to:

(1) The taking of, or injury to, the common areas shall be apportioned among owners in proportion to their respective undivided interests in the common areas;

(2) The taking of or injury to a particular unit and/or improvements to the particular unit involved; and

(3) Severance damages shall be apportioned to those condominium units which were not taken or condemned; and

(4) Consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances.

(b) If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by check payable jointly to the respective owners and their respective mortgagees.

5. Reorganization. In the event a partial taking results in the taking of a complete unit, the owner thereof automatically shall cease to be a member of the Association. Thereafter, the Association shall reallocate the ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the owners of remaining units for amendment of this Declaration as provided in Article XI hereof.

6. Notice to Mortgagee. The institutional holder of a first mortgage on any unit shall be given written notice of any condemnation proceeding described herein.

ARTICLE XIII

Declarant's Right to Rent

The Declarant, its agents, assignees or survivor of Declarant, hereby reserves the right to rent any of the units described in Exhibit "B" upon acceptable terms and conditions until leasehold interests in the respective units are initially conveyed. Nevertheless, the tenants of said unit must agree to be bound by all rules and regulations of the Declarant and the Association, but the Declarant shall not be relieved of responsibility as a Declarant or owner because of said renting.

ARTICLE XIV

Miscellaneous

1. Legal Proceedings. Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief which may include, without limiting same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof, which relief may be sought by the Association. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the project, and any violation of this Declaration shall be deemed to be a nuisance. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision, or any other provision hereof. Any unit owner not at the time in default hereunder, or Declarant, shall be entitled to bring an action for damages against any defaulting unit owner, and in addition may enjoin any violation of this Declaration. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorneys' fees in such amount as the court may deem reasonable, in favor of the prevailing party. Each remedy provided for in this Declaration shall be cumulative and not exclusive or exhaustive.

2. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provisions hereof.

3. Construction by Declarant. Nothing in this Declaration shall limit the right of Declarant to complete construction of improvements to the common areas and to units owned by Declarant or to alter the foregoing, or to construct such additional improvements as Declarant deems advisable prior to completion and sale of the entire project. Such right shall include but shall not be limited to erecting, constructing and maintaining on the project such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease or otherwise. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title by a purchaser from the Declarant to establish on the project additional easements, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the project. Prospective purchasers and Declarant shall have the right to use all common areas and limited common areas for access to the sales facilities of Declarant. Declarant reserves the right to alter its construction plans and designs as it deems appropriate. The rights of Declarant hereunder may be assigned by Declarant to any successor to all or part of Declarant's interest in the project, by an express assignment incorporated in a recorded lease transferring such interest to such successor.

4. Easements. Declarant expressly reserves for the benefit of owners in the project reciprocal easements of access, ingress and egress over all of the common areas. Such easements may be used by Declarant, its successors, purchasers and all unit owners, their guests, tenants and invitees, residing or temporarily visiting the project, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a unit in the project. Such easements shall be appurtenant to and shall pass with the title to every unit conveyed.

5. Valuation of Unit and Property and Voting Rights. Each unit described herein is valued for the purpose of this Declaration as set forth in Exhibit "D". The total value of such units being the value of property comprising the project. Nevertheless, each unit owner may provide for additional improvements which may increase the actual cost or value of his unit. Such increase shall not allow the individual unit owner any greater interest in the common areas or greater vote. The percentage of ownership for each unit in the common areas and facilities and for all purposes including voting is set forth in Exhibit "D".

6. Responsibility to Develop Budget. After formation, the Board of Directors shall have the sole responsibility for adopting or modifying the proposed budget initially established by the Declarant.

7. Declarant's Rights Not Changed. Any provision or article of this Declaration affecting the Declarant's rights contained herein shall not be amended without the consent of the Declarant, its agents, assigns, or survivors of Declarant so long as they own any unit.

8. Managing Agent. If required by the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC), the Board of Directors of the Association shall employ a professional manager selected by the Board, to perform such duties and services as the Board shall authorize and delegate. The professional management required hereunder shall not be terminated and such management assumed by the Board without first obtaining the prior consent of all institutional mortgagees holding first mortgages on the units. This contract shall conform to the guidelines established by the Federal

National Mortgage Association (FNMA) regarding the term and termination of that agreement during such periods of time as FNMA is a mortgagee on a unit in the project or is the owner of such a unit, but in any event said contract cannot exceed three (3) years and must be terminable upon thirty (30) days' written notice by the Association to the professional manager.

9. Priorities and Inconsistencies. If there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the Bylaws, the terms and provisions of this Declaration shall prevail.

10. Subdividing or Combining Apartments. Without written consent of the Board of Directors and holders of all mortgage liens on the units and approval by all of the unit owners, there shall not be subdividing or combining of any unit or units, common areas or limited common areas.

10(a) Partition. No owner shall have the right to partition his interest in the condominium except that in the event the certificate of resolution to rebuild or restore has not been recorded as provided in Article VI, Paragraph 2, within six (6) months from the date of any partial or total destruction, or if restoration is not actually commenced with said period.

11. Service of Process. The name and residence of the person to receive service of process in the cases provided for in the Horizontal Property Regimes Act of the State of Alaska is:

Dickinson Enterprises, Inc.
2607 Arctic Boulevard
Anchorage, Alaska 99503

12. Amendments to Establish Subsequent Phases. Notwithstanding any language to the contrary contained in this Declaration, Declarant shall have the right at its sole option, for a period of seven years from the date of execution of this Declaration to amend this Declaration under the Horizontal Property Regimes Act created hereby pursuant to the terms of this paragraph.

(a) Number of Phases. Declarant, or its successors or assigns may amend this Declaration under the Horizontal Property Regime created hereby by adding units and common areas to the tract of land described in Exhibit A as follows:

Phase II, Lot C2-B, WONDER PARK SUBDIVISION, Anchorage Recording District, Third Judicial District, State of Alaska.

Phase III, Lot C-3, WONDER PARK SUBDIVISION, Anchorage Recording District, Third Judicial District, State of Alaska.

Should such other phases be established, they shall be expressly subject to these declarations as well as the bylaws of the owners' association provided for herein as from time to time amended.

(b) No Obligation to Complete Phases. Declarant expects to establish all three phases, but is not required to establish Phases II and III. If the land described as Phases II and III is not used to establish a condominium phase, then it may be used for any other lawful purpose at the discretion of the Declarant, its successors or assigns. Access over and across the property described in this Declaration and any other phase subsequently established is reserved to Declarant or Declarant's successors or assigns over the easement, roadways and utility lines specified or in any way established in and for such phases and the right to construct to each and all of them is also reserved. Such reservations are for the purpose either of completing and establishing subsequent phases or of otherwise developing

portions of the land not utilized in completing a condominium phase or for the development of contiguous or other lands belonging to the Declarant, its successors or assigns for other purposes. If the land described for Phases II and III is used to establish a condominium phase, then all lands described in this Declaration at any other phase subsequent established shall constitute the property and shall be administered together as one fully operational condominium.

(c) Amendment of this Declaration. In altering the project to create the additional units and common areas, the Declarant may, without the joinder or consent of any persons having an interest in the existing units, amend this Declaration to:

(i) Create additional apartments and common areas.

(ii) Decrease the common interest appurtenant to each apartment existing prior to the amendment so that after the amendment each apartment shall have appurtenant to it an interest in the common elements as calculated according to the formula set forth in sub-paragraph g below.

(iii) Add, withdraw, realign and grant utility easements over, under, across and upon the common areas, including but not limited to easements and/or rights-of-way for electric, gas or telephone services, water, sewer and storm pipe lines, refuse disposal, driveways, parking areas and roadways. Provided that such easements or rights-of-way do not materially impair the use of any existing apartment or its appurtenant interest in the common areas, and/or rearrange or add additional parking spaces on the common areas as may be an additional common elements appurtenant to apartment units and add additional limited common areas of balcony space and inside storage space. The alteration shall not require the alteration or demolition of any existing apartment unit. Existing buildings or improvements on the common areas shall not be demolished or diminished. Such amended Declaration may contain such complementary editions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. It is contemplated that the future buildings and improvements shall be of comparable style, quality and size. Those established in this Declaration. Nevertheless, the Declarant reserves the right to change the style, quality and size of additional units, at Declarant's option.

(d) Effective Amendments. The amendments and additions authorized under this paragraph shall be made effective by filing of record the amendment to this Declaration with respect to the project as expanded which shall extend the Horizontal Property Regimes and the Covenants and Restrictions of this Declaration as so amended to the additional property and the owners thereof. Such additional property shall be subject to the existing bylaws as to time to time amended of the association.

(e). Use by Declarant. Until such time as all construction and all phases are complete and all units sold, Declarant shall have the right to use any common areas and facilities and any additional model units in the future phases for the purpose of showing and sales, and to display signs and advertisements as deemed required by Declarant.

(f). Prohibition of Amendment Without Declarant's Permission. No amendment to this paragraph 12 shall affect the rights of Declarant unless Declarant joins in the execution thereof.

(g). Formula to Be Used in Establishing and Amending Percentages of Undivided Interest and Vote In the Event Subsequent Phases are Established. In the event Phases II and III become a part of this condominium, the percentage of

EXHIBIT "A"

Lot C-2A, WONDER PARK SUBDIVISION, Anchorage
Recording District, Third Judicial District,
State of Alaska. Plat Number 81-10B.

EXHIBIT "B"

The Contempo One Condominiums are comprised of two buildings, Building I and Building II, located on property which legal description is set forth in Exhibit "A". For the exact location of each building, see a survey map as filed herewith in the Anchorage Recording District, Third Judicial District, State of Alaska, under File No. _____ . Each building contains seventeen (17) units. For the exact location of each unit, see the survey and floorplans filed herewith. The entrance and access to each unit is more particularly described below and is furthermore set forth in the survey and floorplans filed herewith.

These units are constructed of two and one-half story wooden frame buildings with concrete block foundations and asphalt shingle roof. The exterior walls (except for the lower floors which are 2 x 6) are 2 x 4 studded walls with 3-1/2 inches of fiberglass insulation and finished exterior walls with vertical T-1-11 plywood. The finished interior walls are 5/8 inch gypsum board. To provide sound control, the common walls between the units are separated by 1/2 inch clear space, 3 inch fiberglass insulation on both sides and two 5/8 inch gypsum boards on each interior wall with 2 x 4 studs on each side of the common wall with R.C. channel between the 2 x 4 studs and the sheetrock with caulking at joists of the floor and ceiling.

The basement floor is a 4 inch concrete finished floor. The first and second floors are 3/4 inch CDX over 10 inch TJI floor joists 16 inches on center with 3 inches of bat insulation between each floor and 12 inches of double layer 6 inch glass insulation over the common wall, 9 inches of insulation in the roof.

There are three types of units which are more particularly described as follows:

Type A is comprised of approximately 587.24 square feet of livable area. It has a living room, cloak closet, kitchen, bathroom, and one bedroom with a closet. The bathroom contains a water closet, tub and shower combination, and lavatory. The kitchen contains a refrigerator, range/oven, dishwasher, garbage disposal, stainless steel sink, and appropriate cabinets. A washing machine and dryer connection are located in a closet adjacent to the bathroom. The unit is carpeted throughout except for the bathroom and kitchen. The unit is heated by hot water/baseboard heat from central gas fired boilers from a common mechanical room. Hot water for the unit is supplied by a central gas fired hot water heater. Entrance to the unit is by stairway entry area. All units located on the second and third story of each building have a balcony designated limited common area located off the kitchen and inside storage in the basement, (see Exhibit "C") and a fireplace. The Type A units located in the basement level do not have any balcony but have a fireplace.

Type B is comprised of approximately 812.84 square feet of livable area. It has two bedrooms, with a closet located in each bedroom, a living room, cloak closet, kitchen, and one bathroom. The bathroom contains a water closet, tub and shower combination and lavatory. The kitchen contains a refrigerator, range/oven, dishwasher, garbage disposal, stainless steel sink and appropriate cabinets. A washing machine and dryer connection are located adjacent to the master bedroom entry. The unit is

carpeted through except for the bathroom and kitchen. The unit is heated by hot water/baseboard heat from central gas fired boilers from a common mechanical room. Hot water for the unit is supplied by a central gas fired hot water heater. Entrance to the unit is by stairway entry area. All units have a balcony designated as limited common area located off one of the bedrooms (see Exhibit "C"), and a fireplace and inside storage in the basement. The Type B units located in the basement level do not have any balcony but have a fireplace.

Type C is comprised of approximately 815.64 square feet of livable area. It has two bedrooms, with a closet located in each bedroom, a living room, cloak closet, kitchen, linen closet and one bathroom. The bathroom contains a water closet, tub and shower combination and lavatory. The kitchen contains a refrigerator, range/oven, dishwasher, garbage disposal, stainless steel sink and appropriate cabinets. A washing machine and dryer connection are located adjacent to the master bedroom entry. The unit is carpeted throughout except for the bathroom and kitchen. The unit is heated by hot water/baseboard heat from central gas fired boilers from a common mechanical room. Hot water for the unit is supplied by a central gas fired hot water heater. Entrance to the unit is by stairway entry area. All units have a balcony designated as limited common area located off one of the bedrooms (see Exhibit "C"), and a fireplace and inside storage in the basement. The Type C units located in the basement level do not have any balcony but have a fireplace.

There is a fire alarm system located in each building which serves all the units. The heating for each unit is supplied from a mechanical room with one mechanical room located in each building and consists of two (2) gas fired boilers with each unit having an independent zone valve controlled by a thermostat. Each boiler room contains two (2) hot water heaters for all the units. There are two mechanical rooms as shown as common area on the survey and floorplans filed herewith.

The units are numbered by reference to the building and the type of unit. Example: Unit No. I-1A is located in Building I, Unit 1 of the Type A as set forth in this exhibit.

<u>Unit No.</u>	<u>Entry</u>
I-1A	Entry will be located by common stairway located on the Southeast portion of Building I. Entry will be through a front door located on the North side of each respective unit.
I-2B	Entry will be made by common stairway located on the Southeast portion of Building I. Entry will be through a front door located on the Southern side of each respective unit.

- I-3B Entry will be made by common stairway located in the center on the Easterly portion of Building I. Entry will be through a front door located on the North side of each respective unit.
- I-5B Entry will be made by common stairway located on the Northeast portion of Building I. Entry will be through a front door located on the North side of each respective unit.
- I-6C Entry will be made by common stairway located on the Northeast portion of Building I. Entry will be through a front door located on the South side of each respective unit.
- I-7A Entry will be located by common stairway located on the Southeast portion of Building I. Entry will be through a front door located on the North side of each respective unit.
- I-8B Entry will be made by common stairway located on the Southeast portion of Building I. Entry will be through a front door located on the South side of each respective unit.
- I-9B Entry will be made by common stairway located in the center on the Easterly portion of Building I. Entry will be through a front door located on the North side of each respective unit.
- I-10C Entry will be made by common stairway located in the center on the Easterly portion of Building I. Entry will be through a front door located on the South side of each respective unit.
- I-11B Entry will be made by common stairway located on the Northeast portion of Building I. Entry will be through a front door located on the North side of each respective unit.
- I-12C Entry will be made by common stairway located on the Northeast portion of Building I. Entry will be through a front door located on the South side of each respective unit.
- I-14A Entry will be located by common stairway located on the Southeast portion of Building I. Entry will be through a front door located on the North side of each respective unit.
- I-15B Entry will be made by common stairway located on the Southeast portion of Building I. Entry will be through a front door located on the South side of each respective unit.

- I-16B Entry will be made by common stairway located in the center on the Easterly portion of Building I. Entry will be through a front door located on the North side of each respective unit.
- I-17C Entry will be made by common stairway located in the center on the Easterly portion of Building I. Entry will be through a front door located on the South side of each respective unit.
- I-18B Entry will be made by common stairway located on the Northeast portion of Building I. Entry will be through a front door located on the North side of each respective unit.
- I-19C Entry will be made by common stairway located on the Northeast portion of Building I. Entry will be through a front door located on the South side of each respective unit.
- II-1A Entry will be located by common stairway located on the Northwest portion of Building II. Entry will be through a front door located on the South side of each respective unit.
- II-2B Entry will be made by common stairway located on the Northwest portion of Building II. Entry will be through a front door located on the North side of each respective unit.
- II-3B Entry will be made by common stairway located in the center on the Westerly portion of Building II. Entry will be through a front door located on the South side of each respective unit.
- II-5B Entry will be made by common stairway located on the Southwest portion of Building II. Entry will be through a front door located on the South side of each respective unit.
- II-6C Entry will be made by common stairway located on the Southwest portion of Building II. Entry will be through a front door located on the North side of each respective unit.

- II- 7A Entry will be located by common stairway located on the Northwest portion of Building II. Entry will be through a front door located on the South side of each respective unit.
- II- 8B Entry will be made by common stairway located on the Northwest portion of Building II. Entry will be through a front door located on the North side of each respective unit.
- II- 9B Entry will be made by common stairway located in the center on the Westerly portion of Building II. Entry will be through a front door located on the South side of each respective unit.
- II-10C Entry will be made by common stairway located in the center on the Westerly portion of Building II. Entry will be through a front door located on the North side of each respective unit.
- II-11B Entry will be made by common stairway located on the Southwest portion of Building II. Entry will be through a front door located on the South side of each respective unit.
- II-12C Entry will be made by common stairway located on the Southwest portion of Building II. Entry will be through a front door located on the North side of each respective unit.
- II-14A Entry will be located by common stairway located on the Northwest portion of Building II. Entry will be through a front door located on the South side of each respective unit.
- II-15B Entry will be made by common stairway located on the Northwest portion of Building II. Entry will be through a front door located on the North side of each respective unit.
- II-16B Entry will be made by common stairway located in the center on the Westerly portion of Building II. Entry will be through a front door located on the South side of each respective unit.
- II-17C Entry will be made by common stairway located in the center on the Westerly portion of Building II. Entry will be through a front door located on the North side of each respective unit.
- II-18B Entry will be made by common stairway located on the Southwest portion of Building II. Entry will be through a front door located on the South side of each respective unit.
- II-19C Entry will be made by common stairway located on the Southwest portion of Building II. Entry will be through a front door located on the North side of each respective unit.

EXHIBIT "C"

Description of Limited Common Areas and Facilities.

Parking Space. Every unit has a covered carport with a designated parking space which is hereby designated as limited common area for the exclusive use and benefit of that unit set forth below and designated on the survey plans as filed in the Anchorage Recording District, Third Judicial District, State of Alaska, under File No. _____ pursuant to this Declaration. Electrical outlets are provided to each parking space set forth in Exhibit "C". The project has additional parking spaces which are not designated as limited common areas. These spaces will be assigned by the Board of Directors at the discretion of the Board.

<u>Parking</u>	<u>Unit</u>		<u>Unit</u>
P-I- 1A	I-1A	P-II- 1A	II-1A
P-I- 2B	I-2B	P-II- 2B	II-2B
P-I- 3B	I-3B	P-II- 3B	II-3B
P-I- 5B	I-5B	P-II- 5B	II-5B
P-I- 6C	I-6C	P-II- 6C	II-6C
P-I- 7A	I-7A	P-II- 7A	II-7A
P-I- 8B	I-8B	P-II- 8B	II-8B
P-I- 9B	I-9B	P-II- 9B	II-9B
P-I-10C	I-10C	P-II-10C	II-10C
P-I-11B	I-11B	P-II-11B	II-11B
P-I-12C	I-12C	P-II-12C	II-12C
P-I-14A	I-14A	P-II-14A	II-14A
P-I-15B	I-15B	P-II-15B	II-15B
P-I-16B	I-16B	P-II-16B	II-16B
P-I-17C	I-17C	P-II-17C	II-17C
P-I-18B	I-18B	P-II-18B	II-18B
P-I-19C	I-19C	P-II-19C	II-19C

Balcony. The following units have a covered balcony which is not enclosed and which is hereby designated as limited common area for the exclusive use and benefit of that unit set forth below and designated on the survey plans as filed in the Anchorage Recording District, Third Judicial District, State of Alaska, under File No. _____ pursuant to this Declaration.

<u>Balcony</u>	<u>Unit</u>		<u>Unit</u>
B-I- 7A	I-7A	B-II-7A	II-7A
B-I- 8B	I-8B	B-II- 8B	II-8B
B-I- 9B	I-9B	B-II- 9B	II-9B
B-I-10C	I-10C	B-II-10C	II-10C
B-I-11B	I-11B	B-II-11B	II-11B
B-I-12C	I-12C	B-II-12C	II-12C
B-I-15B	I-15B	B-II-15B	II-15B
B-I-16B	I-16B	B-II-16B	II-16B
B-I-17C	I-17C	B-II-17C	II-17C
B-I-18B	I-18B	B-II-18B	II-18B
B-I-19C	I-19C	B-II-19C	II-19C

Inside Storage. The following units have inside storage located in the basement of each building which is hereby designated as limited common area for the exclusive use and benefit of that unit set forth below and designated on the survey plans as filed in the Anchorage Recording District, Third Judicial District, State of Alaska, under File No. _____ pursuant to this Declaration.

<u>Storage</u>	<u>Unit</u>		<u>Unit</u>
S-I- 1A	I-1A	S-II- 1A	II-1A
S-I- 2B	I-2B	S-II- 2B	II-2B
S-I- 3B	I-3B	S-II- 3B	II-3B
S-I- 5B	I-5B	S-II- 5B	II-5B
S-I- 6C	I-6C	S-II- 6C	II-6C
S-I- 7A	I-7A	S-II- 7A	II-7A
S-I- 8B	I-8B	S-II- 8B	II-8B
S-I- 9B	I-9B	S-II- 9B	II-9B
S-I-10C	I-10C	S-II-10C	II-10C
S-I-11B	I-11B	S-II-11C	II-11C
S-I-12C	I-12C	S-II-12C	II-12C
S-I-14A	I-14A	S-II-14A	II-14A
S-I-15B	I-15B	S-II-15B	II-15B
S-I-16B	I-16B	S-II-16B	II-16B
S-I-17C	I-17C	S-II-17C	II-17C
S-I-18B	I-18B	S-II-18B	II-18B
S-I-19C	I-19C	S-II-19C	II-19C

EXHIBIT "D"

Valuation of each unit and the percentage of undivided interest and voting percentages to the common areas of the project are as follows:

<u>Unit</u>	<u>Percentage of Undivided Interest and Voting Percentage</u>	<u>Unit Value</u>
I-1A	2.574%	\$53,000
I-2B	2.941%	64,000
I-3B	2.941%	64,000
I-5B	2.941%	64,000
I-6C	2.941%	64,000
I-7A	2.666%	58,000
I-8B	2.987%	65,000
I-9B	2.987%	65,000
I-10C	2.987%	65,000
I-11B	2.987%	65,000
I-12C	3.010%	65,500
I-14A	2.735%	59,500
I-15B	3.056%	66,500
I-16B	3.056%	66,500
I-17C	3.079%	66,500
I-18B	3.056%	66,500
I-19C	3.056%	67,000
II-1A	2.574%	\$53,000
II-2B	2.941%	64,000
II-3B	2.941%	64,000
II-5B	2.941%	64,000
II-6C	2.941%	64,000
II-7A	2.666%	58,000
II-8B	2.987%	65,000
II-9B	2.987%	65,000
II-10C	2.987%	65,000
II-11B	2.987%	65,000
II-12C	3.010%	65,500
II-14A	2.735%	59,500
II-15B	3.056%	66,500
II-16B	3.056%	66,500
II-17C	3.079%	66,500
II-18B	3.056%	66,500
II-19C	3.056%	67,000
Total:	100.00%	\$2,038,000

Exhibit "E"

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned person denominated "Buyers" for themselves, their successors, assigns or personal representatives hereby grant to the President of DICKINSON ENTERPRISES, INC. namely Douglas Dickinson, (but this power of attorney shall not be personal to said Douglas Dickinson alone, but extends to the President of the corporation at anytime during said corporation's existence) the following Special Power of Attorney relating to the following described real property or portions thereof which power is acknowledged to be coupled with an interest and is irrevocable:

Lots C-2A, C-2B, C-3, WONDER PARK SUBDIVISION, Anchorage Recording District, Third Judicial District, State of Alaska; and

Unit No. _____ of the CONTEMPO ONE CONDOMINIUMS, according to the Declaration of Condominium Ownership, recorded on the ___ day of _____, 198___, in Volume _____, at Page _____, Anchorage Recording District, Third Judicial District, State of Alaska, as shown on the floor plans filed in the office of the Recorder for the Anchorage Recording District, Third Judicial District, State of Alaska on the ___ day of _____, 198___, File No. _____.

Authority Granted

Buyer grants to his attorney-in-fact, the power to complete the buildings on the additional real property for Phases II and III of the CONTEMPO ONE CONDOMINIUMS and to add such buildings and units contained therein to the condominium already established as the CONTEMPO ONE CONDOMINIUMS and Phase II and Phase III and to file an amendment to the above referenced Declaration under the sole signature of DICKINSON ENTERPRISES, INC. or such other parties as it elects to have sign the same containing as as-built certification of the structures and units on the real property to be added in Phase II or Phase III of such condominium. In addition the attorney is authorized to file an amended survey map and floor plans and amend the percentage of undivided interest and vote pursuant to the formula set forth in the Declaration, Article XIV, Paragraph 12, signed in the same manner detailing as required by law the additional units added in Phase II or Phase III. The attorney-in-fact is further empowered to make any changes in the documents of the condominium project which may be required by FNMA and/or AHFC Financing. The Buyer by granting its attorney-in-fact this power, is granting said attorney-in-fact the powers to effect changes of percentage of ownership for the CONTEMPO ONE CONDOMINIUMS.

This power is expressly limited, however, to authority to take such action in the Buyer's name, place and stead only in such manner as will conform to the above-described Declaration and so long as this requirement is met, the power of authority of attorney is extended for the signing for the Buyer and all subsequent documents required to carry on the plans stated in the Declaration for the creation of the condominium and Phases II and III. This power of attorney shall extend to each subsequent purchaser including each mortgagee of said condominium unit. Each mortgagee takes expressly subject to the ability of the Declarant to so amend the Declaration.

AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP FOR
CONTEMPO ONE CONDOMINIUM ASSOCIATION

This amendment to the Declaration of Condominium Ownership for Contempo One Condominium Association recorded in Book 658 at Page 559 to Page 589 is hereby executed on October 16, 1981 which was recorded on October 23, 1981 is hereby amended as follows:

1. All references to the survey number as set forth in Article II, Section 3; Exhibit B (recorded in page 580) and Exhibit C (recorded in Page 585 and 586) should have file number 81-255 as the file number for survey map and floor plans of the project for all purposes of the Declaration as set forth above.

2. This Amendment of Declaration of Condominium Ownership for Contempo One Condominium Association is necessary because of the original file number 81-242 had the storage units incorrectly labeled.

3. All of the provisions of the Declaration of Condominium Ownership of Contempo One Condominium Association executed on October 16, 1981 by Dickinson Enterprises, Inc. and recorded in Book 658 at Page 559 through Page 589 are hereby expressly incorporated in this amendment except for the changes in survey number.

This amendment executed this 3 day of November, 1981 by the Dickinson Enterprises, Inc., Declarant.

DICKINSON ENTERPRISES, INC.

By: Douglas J. Dickinson
Its President

81-084501
800

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ANCHORAGE REC.
DISTRICT

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STATE OF ALASKA)

THIRD JUDICIAL DISTRICT)

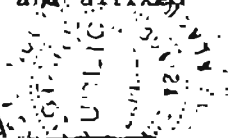
REQUESTED BY St. SE Engineers

ADDRESS 5630 Silverside Suite
Anch. Ak. 99502 A-3

THIS IS TO CERTIFY that on this 3 day of November, 1981, before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came DOUGLAS DICKINSON to me known to be the President of DICKINSON ENTERPRISES, INC. and who executed the foregoing document and acknowledged that he signed and sealed the same freely and voluntarily for the purposes therein mentioned and being authorized to do so.

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

Carol Booth



AMENDMENT #1 TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR CONTEMPO ONE CONDOMINIUM ASSOCIATION
TO ESTABLISH PHASE II OF SAID CONDOMINIUM

A-1919

WHEREAS, the Declaration of Condominium Ownership for Contempo One Condominium Association was executed on October 16, 1981, by Dickinson Enterprises, Inc., hereinafter called "Declarant"; and

WHEREAS, said Declaration was recorded in Book 658, Page 559-589 of the Records of the Anchorage Recording District, Third Judicial District, State of Alaska, on October 23, 1981; and

WHEREAS, subsequent to said recording of the Declaration, said Declaration was amended to correct the survey, which amendment was executed on November 3, 1981, by Declarant and recorded in Book 664, Page 309, of the Records of the Anchorage Recording District, Third Judicial District, State of Alaska; and

WHEREAS, pursuant to Article XIV, Paragraph 12, Declarant desires to include Phase II of the Contempo One Condominium by executing this amendment to said Declaration.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and in consideration of the authority vested in the Declarant by Article XIV, Section 12, of the original Declaration, the said Declaration is hereby amended as follows:

1. The Declaration is amended to include Phase II of the Contempo One Condominium project.
2. Exhibits A, B, C and D of the original Declaration are hereby expanded as set forth in "Exhibit A", "Exhibit B", "Exhibit C", and "Exhibit D" of this second amendment to the Declaration of Condominium Ownership for Contempo One Condominium Association, which for all purposes are incorporated herein.
3. The survey number as set forth in the original Declaration, the original file number 81-242, which was amended by First Amendment to Declaration of Condominium Ownership for Contempo One Condominium Ownership for Contempo One Condominium Association, is hereby amended in all respects to reflect the new survey number 82-3.

4. All of the provisions and condominium declarations of condominium ownership executed on October 16, by Dickinson Enterprises, Inc. and recorded in Book 658 at Page 559-589 are expressly incorporated in this amendment, except for the changes in the survey number, which were reflected by amendment to Condominium Ownership for Contempo One Condominium Association, and the addition of Phase II.

5. All references to the survey number as set forth in Article II, Section 3, Exhibit B, and Exhibit C, in the original Declaration as set forth herein by this amendment, shall have as a file number for a survey map and floor plans of the project for all purposes as follows: 82-3.

6. This amendment, executed this 4th day of January, 1982, by Dickinson Enterprises, Inc., Declarant, and by Dickinson Enterprises, Inc., as attorney in fact for:

<u>Virginia A. Bergert (I-3B)</u>	<u>Robert L. & Ruth A. Ward (II-1A)</u>
<u>Sharon O. Avery (I-11B)</u>	<u>Mary E. Clarkson (II-9B)</u>
<u>Loretta M. Bullard (I-8B)</u>	<u>Matthew G. Weaver (II-3B)</u>
<u>Carla McDowell (I-1A)</u>	<u>Susan C. Gossard (II-10C)</u>
<u>Donald A. Cutler (I-16B)</u>	<u>Peggy A. Turner (II-5B)</u>
<u>Allen E. Richlie (I-19C)</u>	<u>Rodney L. Brown (II-8B)</u>
<u>Terry L. Roodhouse (I-7A)</u>	<u>Ester M. Morgan (II-12C)</u>
<u>Thomas R. MacPhail (I-15B)</u>	<u>Brett D. Bechtel (II-2B)</u>
<u>Bartley C. Hawkins (I-10C)</u>	<u>Brian P. Haller (II-16B)</u>
<u>Robert D. Boyer (I-2B)</u>	<u>Donald W. Wells (I-12C)</u>
<u>Ronald M. Downey (I-17C)</u>	<u>Janis M. Harris (I-6C)</u>
<u>C. Allen Gutierrez (I-14A)</u>	
<u>Francis D. & Marla C. McSwiney (II-19C)</u>	
<u>Adah M. Sand (II-17C)</u>	
<u>Jo Anne Evans (II-7A)</u>	
<u>Ral T. West (II-18B)</u>	

pursuant to that power of attorney executed by the buyers.

DATED this 4th day of January, 1982.

DICKINSON ENTERPRISES, INC.

By: Douglas J. Dickinson
President

Douglas J. Dickinson

As Attorney in Fact for Buyers

STATE OF ALASKA

)
) ss.
)

THIRD DISTRICT

THIS IS TO CERTIFY that on the 4th day of January, 1982, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Donald T. Dickinson, to me known to be the President of DICKINSON ENTERPRISES, INC., and acknowledged to me that he signed the foregoing instrument as the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and being authorized to do so.

IN WITNESS whereof I have hereunto set my hand and seal this 4th day of January, 1982, at Anchorage, Alaska.



Bettie Jo Schultz
Notary Public in and for Alaska.
My commission expires: 7/23/84

STATE OF ALASKA

)
) ss.
)

THIRD DISTRICT

THIS IS TO CERTIFY that on the 4th day of January, 1982, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Donald T. Dickinson as Attorney in Fact for the buyers listed in Paragraph 6 of this document, who executed the foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS whereof I have hereunto set my hand and seal this 4th day of January, 1982, at Anchorage, Alaska.



Bettie Jo Schultz
Notary Public in and for Alaska.
My commission expires: 7/23/84

"EXHIBIT A"PHASE I: Building I and Building II, containing Unit Numbers:

I-1A, I-2B, I-3B, I-5B, I-6C, I-7A, I-8B, I-9B, I-10C, I-11B, I-12C, I-14A, I-15B, I-16B, I-17C, I-18B, I-19C, II-1A, II-2B, II-3B, II-5B, II-6C, II-7A, II-8B, II-9B, II-10C, II-11B, II-12C, II-14A, II-15B, II-16B, II-17C, II-18B, II-19C.

are located on:

Lot C-2A, WONDER PARK SUBDIVISION, Anchorage Recording District, Third Judicial District, State of Alaska. Plat Number 81-108.

PHASE II: Building III and Building IV, containing Unit Numbers:

III-1A, III-2B, III-3B, III-5B, III-6C, III-7A, III-8B, III-9B, III-10C, III-11B, III-12C, III-14A, III-15B, III-16B, III-17C, III-18B, III-19C, IV-1A, IV-2B, IV-3B, IV-5B, IV-6C, IV-7A, IV-8B, IV-9B, IV-10C, IV-11B, IV-12C, IV-14A, IV-15B, IV-16B, IV-17C, IV-18B, IV-19C.

are located on:

Lot C-2B, WONDER PARK SUBDIVISION, Anchorage Recording District, Third Judicial District, State of Alaska. Plat Number 82-3.

"EXHIBIT B"

The Contempo One Condominiums are comprised of four buildings, Building I, Building II, Building III and Building IV, located on property which legal description is set forth in "Exhibit A". For the exact location of each building, see a survey map as filed herewith in the Anchorage Recording District, Third Judicial District, State of Alaska, under File No. 82-3. Each building contains seventeen (17) units. For the exact location of each unit, see the survey and floorplans filed herewith. The entrance and access to each unit is more particularly described below and is furthermore set forth in the survey and floorplans filed herewith.

These units are constructed of two and one-half story wooden frame buildings with concrete block foundations and asphalt shingle roof. The exterior walls (except for the lower floors which are 2 x 6) are 2 x 4 studded walls with 3-1/2 inches of fiberglass insulation and finished exterior walls with vertical T-1-11 plywood. The finished interior walls are 5/8 inch gypsum board. To provide sound control, the common walls between the units are separated by 1/2 inch clear space, 3 inch fiberglass insulation on both sides and two 5/8 inch gypsum boards on each interior wall with 2 x 4 studs on each side of the common wall with R.C. channel between the 2 x 4 studs and the sheetrock with caulking at joists of the floor and ceiling.

The basement floor is a 4 inch concrete finished floor. The first and second floors are 3/4 inch CDX over 11-7/8 inch TJI floor joists 16 inches on center with 3 inches of bat insulation between each floor and 12 inches of double layer 6 inch glass insulation over the common wall, 9 inches of insulation in the roof.

There are three types of units which are more particularly described as follows:

Type A is comprised of approximately 587.24 square feet of livable area. It has a living room, cloak closet, kitchen, bathroom, and one bedroom with a closet. The bathroom contains a water closet, tub and shower combination, and lavatory. The kitchen contains a refrigerator, range/oven, dishwasher, garbage disposal, stainless steel sink, and appropriate cabinets. A washing machine and dryer connection are located in a closet adjacent to the bathroom. The unit is carpeted throughout except for the bathroom and kitchen. The unit is heated by hot water/baseboard heat from central gas fired boilers from a common mechanical room. Hot water for the unit is supplied by a central gas fired hot water heater. Entrance to the unit is by stairway entry area. All units located on the second and third story of each building have a balcony designated limited common area located off the kitchen and inside storage in the basement, (see "Exhibit C") and a fireplace. The Type A units located in the basement level do not have any balcony but have a fireplace.

Type B is comprised of approximately 812.84 square feet of livable area. It has two bedrooms, with a closet located in each bedroom, a living room, cloak closet, kitchen, and one bathroom. The bathroom contains a water closet, tub and shower combination and lavatory. The kitchen contains a refrigerator, range/oven, dishwasher, garbage disposal, stainless steel sink and appropriate cabinets. A washing machine and dryer connection are located adjacent to the master bedroom entry. The unit is carpeted through except for the bathroom and kitchen. The unit is heated by hot water/baseboard heat from central gas fired boilers from a common mechanical room. Hot water for the unit

is supplied by a central gas fired hot water heater. Entrance to the unit is by stairway entry area. All units have a balcony designated as limited common area and a fireplace and inside storage in the basement. The Type B units located in the basement level do not have any balcony but have a fireplace.

Type C is comprised of approximately 815.64 square feet of livable area. It has two bedrooms, with a closet located in each bedroom, a living room, cloak closet, kitchen, linen closet and one bathroom. The bathroom contains a water closet, tub and shower combination and lavatory. The kitchen contains a refrigerator, range/oven, dishwasher, garbage disposal, stainless steel sink and appropriate cabinets. A washing machine and dryer connection are located adjacent to the master bedroom entry. The unit is carpeted throughout except for the bathroom and kitchen. The unit is heated by hot water/baseboard heat from central gas fired boilers from a common mechanical room. Hot water for the unit is supplied by a central gas fired hot water heater. Entrance to the unit is by stairway entry area. All units have a balcony designated as limited common area located off one of the bedrooms (see "Exhibit C"), and a fireplace and inside storage in the basement. The Type C units located in the basement level do not have any balcony but have a fireplace.

There is a fire alarm system located in each building which serves all the units. The heating for each unit is supplied from a mechanical room with one mechanical room located in each building and consists of two (2) gas fired boilers with each unit having an independent zone valve controlled by a thermostat. Each boiler room contains two (2) hot water heaters for all the units. There are two mechanical rooms as shown as common area on the survey and floorplans filed herewith.

The units are numbered by reference to the building and the type of unit. Example: Unit No. I-1A is located in building I, Unit 1 of the Type A as set forth in this exhibit.

<u>Unit Number</u>	<u>Entry</u>
I-1A	Entry will be located by common stairway located on the Southeast portion of Building I. Entry will be through a front door located on the North side of each respective unit.
I-2B	Entry will be made by common stairway located on the Southeast portion of Building I. Entry will be through a front door located on the Southern side of each respective unit.
I-3B	Entry will be made by common stairway located in the center on the Easterly portion of Building I. Entry will be through a front door located on the North side of each respective unit.
I-5B	Entry will be made by common stairway located on the Northeast portion of Building I. Entry will be through a front door located on the North side of each respective unit.
I-6C	Entry will be made by common stairway located on the Northeast portion of Building I. Entry will be through a front door located on the South side of each respective unit.

- I-7A Entry will be located by common stairway located on the Southeast portion of Building I. Entry will be through a front door located on the North side of each respective unit.
- I-8B Entry will be made by common stairway located on the Southeast portion of Building I. Entry will be through a front door located on the South side of each respective unit.
- I-9B Entry will be made by common stairway located in the center on the Easterly portion of Building I. Entry will be through a front door located on the North side of each respective unit.
- I-10C Entry will be made by common stairway located in the center on the Easterly portion of Building I. Entry will be through a front door located on the South side of each respective unit.
- I-11B Entry will be made by common stairway located on the Northeast portion of Building I. Entry will be through a front door located on the North side of each respective unit.
- I-12C Entry will be made by common stairway located on the Northeast portion of Building I. Entry will be through a front door located on the South side of each respective unit.
- I-14A Entry will be located by common stairway located on the Southeast portion of Building I. Entry will be through a front door located on the North side of each respective unit.
- I-15B Entry will be made by common stairway located on the Southeast portion of Building I. Entry will be through a front door located on the South side of each respective unit.
- I-16B Entry will be made by common stairway located in the center on the Easterly portion of Building I. Entry will be through a front door located on the North side of each respective unit.
- I-17C Entry will be made by common stairway located in the center on the Easterly portion of Building I. Entry will be through a front door located on the South side of each respective unit.
- I-18B Entry will be made by common stairway located on the Northeast portion of Building I. Entry will be through a front door located on the North side of each respective unit.
- I-19C Entry will be made by common stairway located on the Northeast portion of Building I. Entry will be through a front door located on the South side of each respective unit.

- II-1A Entry will be located by common stairway located on the Northwest portion of Building II. Entry will be through a front door located on the South side of each respective unit.
- II-2B Entry will be made by common stairway located on the Northwest portion of Building II. Entry will be through a front door located on the North side of each respective unit.
- II-3B Entry will be made by common stairway located in the center on the Westerly portion of Building II. Entry will be through a front door located on the South side of each respective unit.
- II-5B Entry will be made by common stairway located on the Southwest portion of Building II. Entry will be on the South side of each respective unit.
- II-6C Entry will be made by common stairway located on the Southwest portion of Building II. Entry will be through a front door located on the North side of each respective unit.
- II-7A Entry will be located by common stairway located on the Northwest portion of Building II. Entry will be through a front door located on the South side of each respective unit.
- II-8B Entry will be made by common stairway located on the Northwest portion of Building II. Entry will be through a front door located on the North side of each respective unit.
- II-9B Entry will be made by common stairway located in the center on the Westerly portion of Building II. Entry will be through a front door located on the South side of each respective unit.
- II-10C Entry will be made by common stairway located in the center on the Westerly portion of Building II. Entry will be through a front door located on the North side of each respective unit.
- II-11B Entry will be made by common stairway located on the Southwest portion of Building II. Entry will be through a front door located on the South side of each respective unit.
- II-12C Entry will be made by common stairway located on the Southwest portion of Building II. Entry will be through a front door located on the North side of each respective unit.
- II-14A Entry will be located by common stairway located on the Northwest portion of Building II. Entry will be through a front door located on the South side of each respective unit.

- II-15B Entry will be made by common stairway located on the Northwest portion of Building II. Entry will be through a front door located on the North side of each respective unit.
- II-16B Entry will be made by common stairway located in the center on the Westerly portion of Building II. Entry will be through a front door located on the South side of each respective unit.
- II-17C Entry will be made by common stairway located in the center on the Westerly portion of Building II. Entry will be through a front door located on the North side of each respective unit.
- II-18B Entry will be made by common stairway located on the Southwest portion of Building II. Entry will be through a front door located on the South side of each respective unit.
- II-19C Entry will be made by common stairway located on the Southwest portion of Building II. Entry will be through a front door located on the North side of each respective unit.
- III-1A Entry will be located by common stairway located on the Southeast portion of Building III. Entry will be through a front door located on the North side of each respective unit.
- III-2B Entry will be made by common stairway located on the Southeast portion of Building III. Entry will be through a front door located on the Southern side of each respective unit.
- III-3B Entry will be made by common stairway located in the center on the Easterly portion of Building III. Entry will be through a front door located on the North side of each respective unit.
- III-5B Entry will be made by common stairway located on the Northeast portion of Building III. Entry will be through a front door located on the North side of each respective unit.
- III-6C Entry will be made by common stairway located on the Northeast portion of Building III. Entry will be through a front door located on the South side of each respective unit.
- III-7A Entry will be located by common stairway located on the Southeast portion of Building III. Entry will be through a front door located on the North side of each respective unit.
- III-8B Entry will be made by common stairway located on the Southeast portion of Building III. Entry will be through a front door located on the South side of each respective unit.

- III-9B Entry will be made by common stairway located in the center on the Easterly portion of Building III. Entry will be through a front door located on the North side of each respective unit.
- III-10C Entry will be made by common stairway located in the center on the Easterly portion of Building III. Entry will be through a front door located on the South side of each respective unit.
- III-11B Entry will be made by common stairway located on the Northeast portion of Building III. Entry will be through a front door located on the North side of each respective unit.
- III-12C Entry will be made by common stairway located on the Northeast portion of Building III. Entry will be through a front door located on the South side of each respective unit.
- III-14A Entry will be located by common stairway located on the Southeast portion of Building III. Entry will be through a front door located on the North side of each respective unit.
- III-15B Entry will be made by common stairway located on the Southeast portion of Building III. Entry will be through a front door located on the South side of each respective unit.
- III-16B Entry will be made by common stairway located in the center on the Easterly portion of Building III. Entry will be through a front door located on the North side of each respective unit.
- III-17C Entry will be made by common stairway located in the center on the Easterly portion of Building III. Entry will be through a front door located on the South side of each respective unit.
- III-18B Entry will be made by common stairway located on the Northeast portion of Building III. Entry will be through a front door located on the North side of each respective unit.
- III-19C Entry will be made by common stairway located on the Northeast portion of Building III. Entry will be through a front door located on the South side of each respective unit.
- IV-1A Entry will be located by common stairway located on the Northwest portion of Building IV. Entry will be through a front door located on the South side of each respective unit.
- IV-2B Entry will be made by common stairway located on the Northwest portion of Building IV. Entry will be through a front door located on the North side of each respective unit.

- IV-3B Entry will be made by common stairway located in the center on the Westerly portion of Building IV. Entry will be through a front door located on the South side of each respective unit.
- IV-5B Entry will be made by common stairway located on the Southwest portion of Building IV. Entry will be on the South side of each respective unit.
- IV-6C Entry will be made by common stairway located on the Southwest portion of Building IV. Entry will be through a front door located on the North side of each respective unit.
- IV-7A Entry will be located by common stairway located on the Northwest portion of Building IV. Entry will be through a front door located on the South side of each respective unit.
- IV-8B Entry will be made by common stairway located on the Northwest portion of Building IV. Entry will be through a front door located on the North side of each respective unit.
- IV-9B Entry will be made by common stairway located in the center on the Westerly portion of Building IV. Entry will be through a front door located on the South side of each respective unit.
- IV-10C Entry will be made by common stairway located in the center on the Westerly portion of Building IV. Entry will be through a front door located on the North side of each respective unit.
- IV-11B Entry will be made by common stairway located on the Southwest portion of Building IV. Entry will be through a front door located on the South side of each respective unit.
- IV-12C Entry will be made by common stairway located on the Southwest portion of Building IV. Entry will be through a front door located on the North side of each respective unit.
- IV-14A Entry will be located by common stairway located on the Northwest portion of Building IV. Entry will be through a front door located on the South side of each respective unit.
- IV-15B Entry will be made by common stairway located on the Northwest portion of Building IV. Entry will be through a front door located on the North side of each respective unit.
- IV-16B Entry will be made by common stairway located in the center on the Westerly portion of Building IV. Entry will be through a front door located on the South side of each respective unit.

IV-17C

Entry will be made by common stairway located in the center on the Westerly portion of Building IV. Entry will be through a front door located on the North side of each respective unit.

IV-18B

Entry will be made by common stairway located on the Southwest portion of Building IV. Entry will be through a front door located on the South side of each respective unit.

IV-19C

Entry will be made by common stairway located on the Southwest portion of Building IV. Entry will be through a front door located on the North side of each respective unit.

"EXHIBIT C"

Description of Limited Common Areas and Facilities.

Parking Space. Every unit has a covered carport with a designated parking space which is hereby designated as limited common area for the exclusive use and benefit of that unit set forth below and designated on the survey plans as filed in the Anchorage Recording District, Third Judicial District, State of Alaska, under File No. 82-3 pursuant to this Declaration. Electrical outlets are provided to each parking space set forth in "Exhibit C". The project has additional parking spaces which are not designated as limited common areas. These spaces will be assigned by the Board of Directors at the discretion of the Board.

<u>Parking</u>	<u>Unit</u>	<u>Parking</u>	<u>Unit</u>
P-I-1A	I-1A	P-II-1A	II-1A
P-I-2B	I-2B	P-II-2B	II-2B
P-I-3B	I-3B	P-II-3B	II-3B
P-I-5B	I-5B	P-II-5B	II-5B
P-I-6C	I-6C	P-II-6C	II-6C
P-I-7A	I-7A	P-II-7A	II-7A
P-I-8B	I-8B	P-II-8B	II-8B
P-I-9B	I-9B	P-II-9B	II-9B
P-I-10C	I-10C	P-II-10C	II-10C
P-I-11B	I-11B	P-II-11B	II-11B
P-I-12C	I-12C	P-II-12C	II-12C
P-I-14A	I-14A	P-II-14A	II-14A
P-I-15B	I-15B	P-II-15B	II-15B
P-I-16B	I-16B	P-II-16B	II-16B
P-I-17C	I-17C	P-II-17C	II-17C
P-I-18B	I-18B	P-II-18B	II-18B
P-I-19C	I-19C	P-II-19C	II-19C
P-III-1A	III-1A	P-IV-1A	IV-1A
P-III-2B	III-2B	P-IV-2B	IV-2B
P-III-3B	III-3B	P-IV-3B	IV-3B
P-III-5B	III-5B	P-IV-5B	IV-5B
P-III-6C	III-6C	P-IV-6C	IV-6C
P-III-7A	III-7A	P-IV-7A	IV-7A
P-III-8B	III-8B	P-IV-8B	IV-8B
P-III-9B	III-9B	P-IV-9B	IV-9B
P-III-10C	III-10C	P-IV-10C	IV-10C
P-III-11B	III-11B	P-IV-11B	IV-11B
P-III-12C	III-12C	P-IV-12C	IV-12C
P-III-14A	III-14A	P-IV-14A	IV-14A
P-III-15B	III-15B	P-IV-15B	IV-15B
P-III-16B	III-16B	P-IV-16B	IV-16B
P-III-17C	III-17C	P-IV-17C	IV-17C
P-III-18B	III-18B	P-IV-18B	IV-18B
P-III-19C	III-19C	P-IV-19C	IV-19C

Balcony. The following units have a covered balcony which is not enclosed and which is hereby designated as limited common area for the exclusive use and benefit of that unit set forth below and designated on the survey plans as filed in the Anchorage Recording District, Third Judicial District, State of Alaska, under File No. 82-3 pursuant to this Declaration.

<u>Balcony</u>	<u>Unit</u>	<u>Balcony</u>	<u>Unit</u>
B-I-7A	I-7A	B-II-7A	II-7A
B-I-8B	I-8B	B-II-8B	II-8B
B-I-9B	I-9B	B-II-9B	II-9B
B-I-10C	I-10C	B-II-10C	II-10C
B-I-11B	I-11B	B-II-11B	II-11B
B-I-12C	I-12C	B-II-12C	II-12C
B-I-14A	I-14A	B-II-14A	II-14A

<u>Balcony</u>	<u>Unit</u>	<u>Balcony</u>	<u>Unit</u>
B-I-15B	I-15B	B-II-15B	II-15B
B-I-16B	I-16B	B-II-16B	II-16B
B-I-17C	I-17C	B-II-17C	II-17C
B-I-18B	I-18B	B-II-18B	II-18B
B-I-19C	I-19C	B-II-19C	II-19C
B-III-7A	III-7A	B-IV-7A	IV-7A
B-III-8B	III-8B	B-IV-8B	IV-8B
B-III-9B	III-9B	B-IV-9B	IV-9B
B-III-10C	III-10C	B-IV-10C	IV-10C
B-III-11B	III-11B	B-IV-11B	IV-11B
B-III-12C	III-12C	B-IV-12C	IV-12C
B-III-15B	III-15B	B-IV-15B	IV-15B
B-III-16B	III-16B	B-IV-16B	IV-16B
B-III-17C	III-17C	B-IV-17C	IV-17C
B-III-18B	III-18B	B-IV-18B	IV-18B
B-III-19C	III-19C	B-IV-19C	IV-19C
B-III-14 A	III-14 A	B-IV-14A	IV-14A

Inside Storage. The following units have inside storage located in the basement of each building which is hereby designated as limited common area for the exclusive use and benefit of that unit set forth below and designated on the survey plans as filed in the Anchorage Recording District, Third Judicial District, State of Alaska, under File No. 82-3 pursuant to this Declaration.

<u>Storage</u>	<u>Unit</u>	<u>Storage</u>	<u>Unit</u>
S-I-1A	I-1A	S-II-1A	II-1A
S-I-2B	I-2B	S-II-2B	II-2B
S-I-3B	I-3B	S-II-3B	II-3B
S-I-5B	I-5B	S-II-5B	II-5B
S-I-6C	I-6C	S-II-6C	II-6C
S-I-7A	I-7A	S-II-7A	II-7A
S-I-8B	I-8B	S-II-8B	II-8B
S-I-9B	I-9B	S-II-9B	II-9B
S-I-10C	I-10C	S-II-10C	II-10C
S-I-11B	I-11B	S-II-11B	II-11B
S-I-12C	I-12C	S-II-12C	II-12C
S-I-14A	I-14A	S-II-14A	II-14A
S-I-15B	I-15B	S-II-15B	II-15B
S-I-16B	I-16B	S-II-16B	II-16B
S-I-17C	I-17C	S-II-17C	II-17C
S-I-18B	I-18B	S-II-18B	II-18B
S-I-19C	I-19C	S-II-19C	II-19C
S-III-1A	III-1A	S-IV-1A	IV-1A
S-III-2B	III-2B	S-IV-2B	IV-2B
S-III-3B	III-3B	S-IV-3B	IV-3B
S-III-5B	III-5B	S-IV-5B	IV-5B
S-III-6C	III-6C	S-IV-6C	IV-6C
S-III-7A	III-7A	S-IV-7A	IV-7A
S-III-8B	III-8B	S-IV-8B	IV-8B
S-III-9B	III-9B	S-IV-9B	IV-9B
S-III-10C	III-10C	S-IV-10C	IV-10C
S-III-11B	III-11B	S-IV-11B	IV-11B
S-III-12C	III-12C	S-IV-12C	IV-12C
S-III-14A	III-14A	S-IV-14A	IV-14A
S-III-15B	III-15B	S-IV-15B	IV-15B
S-III-16B	III-16B	S-IV-16B	IV-16B
S-III-17C	III-17C	S-IV-17C	IV-17C
S-III-18B	III-18B	S-IV-18B	IV-18B
S-III-19C	III-19C	S-IV-19C	IV-19C

"EXHIBIT D"

Valuation of each unit and the percentage of undivided interest and voting percentages to the common areas of the project are as follows:

<u>Unit</u>	<u>Percentage of Undivided Interest and Voting Percentage</u>	<u>Unit Value</u>
I-1A	1.187	\$53,000.00
I-2B	1.429	64,000.00
I-3B	1.429	64,000.00
I-5B	1.429	64,000.00
I-6C	1.429	64,000.00
I-7A	1.299	58,000.00
I-8B	1.451	65,000.00
I-9B	1.451	65,000.00
I-10C	1.451	65,000.00
I-11B	1.451	65,000.00
I-12C	1.462	65,500.00
I-14A	1.332	59,500.00
I-15B	1.485	66,500.00
I-16B	1.485	66,500.00
I-17C	1.485	66,500.00
I-18B	1.485	66,500.00
I-19C	1.496	67,000.00
II-1A	1.187	53,000.00
II-2B	1.429	64,000.00
II-3B	1.429	64,000.00
II-5B	1.429	64,000.00
II-6C	1.429	64,000.00
II-7A	1.299	58,000.00
II-8B	1.451	65,000.00
II-9B	1.451	65,000.00
II-10C	1.451	65,000.00
II-11B	1.451	65,000.00
II-12C	1.462	65,500.00
II-14A	1.332	59,500.00
II-15B	1.485	66,500.00
II-16B	1.485	66,500.00
II-17C	1.485	66,500.00
II-18B	1.485	66,500.00
II-19C	1.496	67,000.00
III-1A	1.342	\$60,000.00
III-2B	1.496	67,000.00
III-3B	1.496	67,000.00
III-5B	1.496	67,000.00
III-6C	1.496	67,000.00
III-7A	1.384	62,000.00
III-8B	1.540	69,000.00
III-9B	1.540	69,000.00
III-10C	1.540	69,000.00
III-11B	1.540	69,000.00
III-12C	1.540	69,000.00
III-14A	1.429	64,000.00
III-15B	1.585	71,000.00
III-16B	1.585	71,000.00
III-17C	1.585	71,000.00
III-18B	1.585	71,000.00
III-19C	1.585	71,000.00
IV-1A	1.342	60,000.00
IV-2B	1.496	67,000.00
IV-3B	1.496	67,000.00
IV-5B	1.496	67,000.00

<u>Unit</u>	<u>Percentage of Undivided Interest and Voting Percentage</u>	<u>Unit Value</u>
IV-6C	1.496	67,000.00
IV-7A	1.384	62,000.00
IV-8B	1.540	69,000.00
IV-9B	1.540	69,000.00
IV-10C	1.540	69,000.00
IV-11B	1.540	69,000.00
IV-12C	1.540	69,000.00
IV-14A	1.429	69,000.00
IV-15B	1.585	64,000.00
IV-16B	1.585	71,000.00
IV-17C	1.585	71,000.00
IV-18B	1.585	71,000.00
IV-19C	1.585	71,000.00
TOTAL:	<u>100%</u>	<u>\$4,478,000.00</u>

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REC'D - FILED
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DISTRICT

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REQUESTED BY *Lawyers*
ADDRESS _____

A-2328

AMENDMENT #3 TO DECLARATION OF CONDOMINIUM
OWNERSHIP FOR CONTEMPO ONE CONDOMINIUM ASSOCIATION
TO ESTABLISH PHASE III OF SAID CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Contempo One Condominium Association was executed on October 16, 1981, by Contempo One Condominium Association, Inc., hereinafter called "Declarant"; and

WHEREAS, said Declaration was recorded in Book 558, Page 559-589 of the Records of the Anchorage Recording District, Third Judicial District, State of Alaska, on October 23, 1981; and

WHEREAS, subsequent to said recording of the Declaration, said Declaration was amended to correct the survey, which amendment was executed on November 3, 1981, by Declarant and recorded in Book 664, Page 309, of the Records of the Anchorage Recording District, Third Judicial District, State of Alaska; and

WHEREAS, pursuant to Article XIV, Paragraph 12, Declarant subsequently included Phase II of the Contempo One Condominium by executing Amendment #2 to Declaration of Condominium Ownership for Contempo One Condominium Association on Jan. 5, 1981 and recorded same in Book 686, Page 270, of the Records of the Anchorage Recording District, Third Judicial District, State of Alaska; and

WHEREAS, pursuant to Article XIV, Paragraph 12, Declarant desires to include Phase III of the Contempo One Condominium by executing this amendment to said Declaration.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, and in consideration of the authority vested in the Declarant by Article XIV, Section 12, of the original Declaration, the said Declaration is hereby amended as follows:

1. The Declaration is amended to include Phase III of the Contempo One Condominium project.
2. Exhibits A, B, C and D of the second amendment to the declaration are hereby expanded as set forth in Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D" of this third amendment to the Declaration of Condominium Ownership for Contempo One Condominium Association, which for all purposes are incorporated

3. The survey number as set forth in the original Declaration, the original file number 81-242, was amended by First Amendment to Declaration of Condominium Ownership for [redacted] Condominium Ownership for Contempo One Condominium Association, and reflects the new survey number 81-255, and is expressly incorporated herein.

4. All of the provisions and condominium declarations of condominium ownership executed on October 16, 1981 by Dickinson Enterprises, Inc., and recorded in Book 658 at Page 559-589 are expressly incorporated in this amendment, except for the changes in the survey number, which were reflected by amendment to Condominium Ownership for Contempo One Condominium Association, survey number 81-255. All of the provisions and condominium declarations of condominium ownership executed on January 4, 1982 by Dickinson Enterprises, Inc., and recorded in Book 686 at Page 270 are expressly incorporated in this amendment.

5. This amendment, executed this ___ day of _____, 1982, by Dickinson Enterprises, Inc., Declarant, and by Dickinson Enterprises, Inc., as attorney-in-fact for purchasers and successors thereto of the following described units in Phases I and II, Contempo One Condominiums:

- Building I, Units 1 through 19
- Building II, Units 1 through 19
- Building III, Units 1 through 19
- Building IV, Units 1 through 19

pursuant to that power of attorney executed by the buyers.

DATED this 29 day of June, 1982.

DICKINSON ENTERPRISES, INC.

By: Donald J. Dickinson
President

Donald J. Dickinson
As Attorney-in-fact for Buyers
Listed in Paragraph 5 above

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN to before me this 29 day of June, 1982, before me a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came DOUGLAS L. Enterprises, Inc., and acknowledged to me that he is the President of Dickinson and voluntarily for the corporation and for the uses and purposes therein mentioned and being authorized to do so.

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

Marian Curran
Notary Public in and for Alaska
My Commission Expires: 4-27-84

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN to before me this 20th day of June, 1982, before me a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came DOUGLAS L. DICKINSON to me known to be the Attorney-in-fact for the buyers listed in paragraph 5 of this document, who executed the foregoing document and who acknowledged to me that he signed the same freely and voluntarily for the corporation and for the uses and purposes therein mentioned and being authorized to do so.

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

Marian Curran
Notary Public in and for Alaska
My Commission Expires: 4-27-84

EXHIBIT "A"PHASE I: Building I and Building II, containing Unit Numbers:

I-1A, I-2B, I-3B, I-5B, I-6C, I-7A, I-8B, I-9B, I-10C, I-11B, I-12C, I-14A, I-15B, I-16B, I-17C, I-18B, I-19C, II-1A, II-2B, II-3B, II-5B, II-6C, II-7A, II-8B, II-9B, II-10C, II-11B, II-12C, II-14A, II-15B, II-16B, II-17C, II-18B, II-19C.

are located on:

Lot C-2A, Wonder Park Subdivision, Anchorage Recording District, Third Judicial District, State of Alaska, Plat Number 81-108.

PHASE II: Building III and Building IV, containing Unit Numbers:

III-1A, III-2B, III-3B, III-5B, III-6C, III-7A, III-8B, III-9B, III-10C, III-11B, III-12C, III-14A, III-15B, III-16B, III-17C, III-18B, III-19C, IV-1A, IV-2B, IV-3B, IV-5B, IV-6C, IV-7A, IV-8B, IV-9B, IV-10C, IV-11B, IV-12C, IV-14A, IV-15B, IV-16B, IV-17C, IV-18B, IV-19C.

are located on:

Lot C-2B, Wonder Park Subdivision, Anchorage Recording District, Third Judicial District, State of Alaska. Plat Number 82-3.

PHASE III: Building V and Building VI, containing Unit Numbers:

V-1A, V-2B, V-3A, V-4B, V-5A, V-6B, V-7B, V-8C, V-9B, V-10C, V-11B, V-12C, V-14B, V-16B, V-17C, V-18B, V-19C, V-20B, V-21C, V-22B, V-23C, V-24B, V-25C, V-26B, V-27B, V-28B, VI-1A, VI-2B, VI-3A, VI-4B, VI-5A, VI-6B, VI-7B, VI-9B, VI-10C, VI-11B, VI-12C, VI-14B, VI-15C, VI-16B, VI-17C, VI-18B, VI-19C.

are located on:

Lot C-3, Wonder Park Subdivision, Anchorage Recording District, Third Judicial District, State of Alaska. Plat Number 77-210.

EXHIBIT "B"

The Contempo One Condominiums are comprised of six buildings, Building I, Building II, Building III, Building IV, Building V and Building VI, located on property which legal description is set forth in Exhibit "A". For the exact location of buildings V and VI, see a survey map as filed herewith in the Anchorage Recording District, Third Judicial District, State of Alaska under File Number 82-169. For the exact location of the respective Buildings, see the survey and floorplans filed herewith. The units to each unit is more particularly described below and is located in the survey and floorplans filed herewith.

These units are constructed of two and one-half story wooden frame buildings with concrete block foundations and asphalt shingle roof. The exterior walls (except for the lower floors which are 2x6) are 2x4 studded walls with 3-1/2 inches of fiberglass insulation and finished exterior walls with vertical T-1-11 plywood. The finished interior walls are 5/8 inch gypsum board. To provide sound control, the common walls between the units are separated by 1/2 inch clear space, 3 inch fiberglass insulation on both sides and two 5/8 inch gypsum boards on each interior wall with 2x4 studs on each side of the common wall with R.C. channel between the 2x4 studs and the sheetrock with caulking at joists on the floor and ceiling.

The basement floor is a 4 inch concrete finished floor. The first and second floors are 3/4 inch CDX over 11-7/8 inch TJI floor joists 16 inches on center with 3 inches of bat insulation between each floor and 12 inches of double layer 6 inch glass insulation over the common wall, 9 inches of insulation in the roof.

There are three types of units which are more particularly described as follows:

Type A is comprised of approximately 587.24 square feet of livable area. It has a living room, cloak closet, kitchen, bathroom, and one bedroom with a closet. The bathroom contains a water closet, tub and shower combination and lavatory. The kitchen contains a refrigerator, range/oven, dishwasher, garbage disposal, stainless steel sink, and appropriate cabinets. A washing machine and dryer connection are located in a closet adjacent to the bathroom. The unit is carpeted throughout except for the bathroom and kitchen. The unit is heated by hot water/baseboard heat from central gas fired boilers from a common mechanical room. Hot water for the unit is supplied by a central gas fired hot water heater. Entrance to the unit is by stairway entry area. All units located on the second and third story of each building have a balcony designated limited common area located off the kitchen and inside storage in the basement (See Exhibit "C") and a fireplace. The Type A Units located in the basement level do not have any balcony but have a fireplace.

Type B is comprised of approximately 812.84 square feet of livable area. It has two bedrooms with a closet located in each bedroom, a living room, cloak closet, kitchen, and one bathroom. The bathroom contains a water closet, tub and shower combination and lavatory. The kitchen contains a refrigerator, range/oven, dishwasher, garbage disposal, stainless steel sink, and appropriate cabinets. A washing machine and dryer connection are located adjacent to the master bedroom entry. The unit is carpeted throughout except for the bathroom and kitchen. The unit is heated by hot water/baseboard heat from central gas fired boilers from a common mechanical room. Hot water for the unit is supplied by a central gas fired hot water heater.

Entrance to the unit is by stairway entry area. All units have a balcony designated limited common area and a fireplace and inside storage in the basement. The Type B Units located in the basement level do not have any balcony but have a fireplace.

Type C is comprised of approximately 815.64 square feet of livable area. It has two bedrooms with a closet, a living room, cloak closet, kitchen, and bathroom. The bathroom contains a water closet, tub and shower combination and lavatory. The kitchen contains a refrigerator, range/oven, dishwasher, garbage disposal, stainless steel sink, and appropriate cabinets. A washing machine and dryer connection are located adjacent to the master bedroom entry. The unit is carpeted throughout except for the bathroom and kitchen. The unit is heated by hot water/baseboard heat from central gas fired boilers from a common mechanical room. Hot water for the unit is supplied by a central gas fired hot water heater. Entrance to the unit is by stairway entry area. All units have a balcony designated limited common area located off one of the bedrooms (See Exhibit "C") and a fireplace and inside storage in the basement. The Type C Units located in the basement level do not have any balcony but have a fireplace.

There is a fire alarm system located in each building which serves all the units. The heating for each unit is supplied from a mechanical room with one mechanical room located in each building and consists of two (2) gas fired boilers with each unit having an independent zone valve controlled by a thermostat. Each boiler room contains two (2) hot water heaters for all the units. There are two mechanical rooms as shown as common areas on the survey and floorplans filed herewith.

The units are numbered by reference to the building and the type of unit. Example: Unit No. I-1A is located in Building I, Unit 1 of the type A as set forth in this exhibit.

<u>Unit Number</u>	<u>Entry</u>
I-1A	Entry will be located by common stairway located on the Southeast portion of Building I. Entry will be through a front door located on the West side of the respective unit.
I-2B	Entry will be made by common stairway located on the Northeast portion of Building I. Entry will be through a front door located on the East side of the respective unit.
I-3B	Entry will be made by common stairway located on the center on the Easterly portion of Building I. Entry will be through a front door located on the West side of the respective unit.
I-5B	Entry will be made by common stairway located on the Northeast portion of Building I. Entry will be through a front door located on the West side of the respective unit.
I-6C	Entry will be made by common stairway located on the Northeast portion of Building I. Entry will be through a front door located on the South side of the respective unit.

- I-7A Entry will be located by common stairway located on the Southeast portion of Building I. Entry will be through a front door located on the North side of each respective unit.
- I-8B Entry will be made by common stairway located on the Southeast portion of Building I. Entry will be through a front door located on the North side of each respective unit.
- I-9B Entry will be made by common stairway located in the center on the Easterly portion of building I. Entry will be through a front door located on the North side of each respective unit.
- I-10C Entry will be made by common stairway located in the center on the Easterly portion of Building I. Entry will be through a front door located on the South side of each respective unit.
- I-11B Entry will be made by common stairway located on the Northeast portion of Building I. Entry will be through a front door located on the North side of each respective unit.
- I-12C Entry will be made by common stairway located on the Northeast portion of Building I. Entry will be through a front door located on the South side of each respective unit.
- I-14A Entry will be located by common stairway located on the Southeast portion of building I. Entry will be through a front door located on the North side of each respective unit.
- I-15B Entry will be made by common stairway located on the Southeast portion of Building I. Entry will be through a front door located on the South side of each respective unit.
- I-16B Entry will be made by common stairway located in the center of the Easterly portion of Building I. Entry will be through a front door located on the North side of each respective unit.
- I-17C Entry will be made by common stairway located in the center of the Easterly portion of Building I. Entry will be through a front door located on the South side of each respective unit.
- I-18B Entry will be made by common stairway located on the Northeast portion of Building I. Entry will be through a front door located on the North side of each respective unit.
- I-19C Entry will be made by common stairway located on the Northeast portion of Building I. Entry will be through a front door located on the South side of each respective unit.

II-1A

Entry will be located by common stairway located on the Northwest portion of Building II. Entry will be through a front door located on the West side of the respective unit.

II-2B

Entry will be made by common stairway located on the Northwest portion of Building II. Entry will be through a front door located on the North side of the respective unit.

II-3B

Entry will be made by common stairway located on the center on the Westerly portion of Building II. Entry will be through a front door located on the South side of the respective unit.

II-5B

Entry will be made by common stairway located on the Southwest portion of Building II. Entry will be through a front door located on the South side of the respective unit.

II-6C

Entry will be made by common stairway located on the Southwest portion of Building II. Entry will be through a front door located on the North side of the respective unit.

II-7A

Entry will be located by common stairway located on the Northwest portion of Building II. Entry will be through a front door located on the South side of each respective unit.

II-8B

Entry will be made by common stairway located on the Northwest portion of Building II. Entry will be through a front door located on the North side of each respective unit.

II-9B

Entry will be made by common stairway located in the center on the Westerly portion of Building II. Entry will be through a front door located on the South side of each respective unit.

II-10C

Entry will be made by common stairway located in the center on the Westerly portion of Building II. Entry will be through a front door located on the North side of each respective unit.

II-11B

Entry will be made by common stairway located on the Southwest portion of Building II. Entry will be through a front door located on the South side of each respective unit.

II-12C

Entry will be made by common stairway located on the Southwest portion of Building II. Entry will be through a front door located on the North side of each respective unit.

II-14A

Entry will be located by common stairway located on the Northwest portion of Building II. Entry will be through a front door located on the South side of each respective unit.

- II-15B Entry will be made by common stairway located on the Northwest portion of Building II. Entry will be through a front door located on the North side of each respective unit.
- II-16B Entry will be made by common stairway of the Easterly portion of Building II. Entry will be through a front door located on the South side of each respective unit.
- II-17C Entry will be made by common stairway located in the center of the Westerly portion of Building II. Entry will be through a front door located on the North side of each respective unit.
- II-18B Entry will be made by common stairway located on the Southwest portion of Building II. Entry will be through a front door located on the South side of each respective unit.
- II-19C Entry will be made by common stairway located on the Southwest portion of Building II. Entry will be through a front door located on the North side of each respective unit.
- III-1A Entry will be located by common stairway located on the Southeast portion of Building III. Entry will be through a front door located on the North side of the respective unit.
- III-2B Entry will be made by common stairway located on the Southeast portion of Building III. Entry will be through a front door located on the South side of the respective unit.
- III-3B Entry will be made by common stairway located on the center on the Easterly portion of Building III. Entry will be through a front door located on the North side of the respective unit.
- III-5B Entry will be made by common stairway located on the Northeast portion of Building III. Entry will be through a front door located on the North side of the respective unit.
- III-6C Entry will be made by common stairway located on the Northeast portion of Building III. Entry will be through a front door located on the South side of the respective unit.
- III-7A Entry will be made by common stairway located on the Southeast portion of Building III. Entry will be through a front door located on the North side of each respective unit.
- III-8B Entry will be made by common stairway located on the Southeast portion of Building III. Entry will be through a front door located on the South side of

- III-9B Entry will be made by common stairway located in the center on the Easterly portion of Building III. Entry will be through a front door located on the North side of each respective unit.
- III-10C Entry will be made by common stairway located in the center on the Easterly portion of Building III. Entry will be through a front door located on the South side of each respective unit.
- III-11B Entry will be made by common stairway located on the Northeast portion of Building III. Entry will be through a front door located on the North side of each respective unit.
- III-12C Entry will be made by common stairway located on the Northeast portion of Building III. Entry will be through a front door located on the South side of each respective unit.
- III-14A Entry will be located by common stairway located on the Southeast portion of Building III. Entry will be through a front door located on the North side of each respective unit.
- III-15B Entry will be made by common stairway located on the Southeast portion of Building III. Entry will be through a front door located on the South side of each respective unit.
- III-16B Entry will be made by common stairway located in the center of the Easterly portion of Building III. Entry will be through a front door located on the North side of each respective unit.
- III-17C Entry will be made by common stairway located in the center of the Easterly portion of Building III. Entry will be through a front door located on the South side of each respective unit.
- III-18B Entry will be made by common stairway located on the Northeast portion of Building III. Entry will be through a front door located on the North side of each respective unit.
- III-19C Entry will be made by common stairway located on the Northeast portion of Building III. Entry will be through a front door located on the South side of each respective unit.
- IV-1A Entry will be located by common stairway located on the Northwest portion of Building IV. Entry will be through a front door located on the South side of the respective unit.
- IV-2B Entry will be made by common stairway located on the Northwest portion of Building IV. Entry will be through a front door located on the North side of the respective unit.

- IV-3B Entry will be made by common stairway located on the center on the Westerly portion of Building IV. Entry will be through a front door located on the South side of the respective unit.
- IV-5B Entry will be made by common stairway located on the Southwest portion of Building IV. Entry will be through a front door located on the South side of the respective unit.
- IV-6C Entry will be made by common stairway located on the Southwest portion of Building IV. Entry will be through a front door located on the North side of the respective unit.
- IV-7A Entry will be located by common stairway located on the Northwest portion of Building IV. Entry will be through a front door located on the South side of each respective unit.
- IV-8B Entry will be made by common stairway located on the Northwest portion of Building IV. Entry will be through a front door located on the North side of each respective unit.
- IV-9B Entry will be made by common stairway located in the center on the Westerly portion of Building IV. Entry will be through a front door located on the South side of each respective unit.
- IV-10C Entry will be made by common stairway located in the center on the Westerly portion of Building IV. Entry will be through a front door located on the North side of each respective unit.
- IV-11B Entry will be made by common stairway located on the Southwest portion of Building IV. Entry will be through a front door located on the South side of each respective unit.
- IV-12C Entry will be made by common stairway located on the Southwest portion of Building IV. Entry will be through a front door located on the North side of each respective unit.
- IV-14A Entry will be located by common stairway located on the Northwest portion of Building IV. Entry will be through a front door located on the South side of each respective unit.
- IV-15B Entry will be made by common stairway located on the Northwest portion of Building IV. Entry will be through a front door located on the North side of each respective unit.
- IV-16B Entry will be made by common stairway located in the center of the Westerly portion of Building IV. Entry will be through a front door located on the South side of each respective unit.

- IV-17C Entry will be made by common stairway located in the center of the Westerly portion of Building IV. Entry will be through a front door located on the North side of each respective unit.
- IV-18B Entry will be made by common stairway located on the Southwest portion of Building IV. Entry will be through a front door located on the South side of each respective unit.
- IV-19C Entry will be made by common stairway located on the Southwest portion of Building IV. Entry will be through a front door located on the North side of each respective unit.
- V-1A Entry will be located by common stairway located on the Northeast portion of Building V. Entry will be through a front door located on the West side of the respective unit.
- V-2B Entry will be made by common stairway located on the Northeast portion of Building V. Entry will be through a front door located on the East side of the respective unit.
- V-3A Entry will be made by common stairway located on the Northeast portion of Building V. Entry will be through a front door located on the West side of the respective unit.
- V-4B Entry will be made by common stairway located on the Northeast portion of Building V. Entry will be through a front door located on the East side of the respective unit.
- V-5A Entry will be made by common stairway located on the Northeast portion of Building V. Entry will be through a front door located on the West side of the respective unit.
- V-6B Entry will be made by common stairway located on the Northeast portion of Building V. Entry will be through a front door located on the East side of the respective unit.
- V-7B Entry will be located by common stairway located on the Northeast portion of Building V. Entry will be through a front door located on the West side of each respective unit.
- V-8C Entry will be made by common stairway located on the Northeast portion of Building V. Entry will be through a front door located on the East side of each respective unit.
- V-9B Entry will be made by common stairway located on the Northeast portion of Building V. Entry will be through a front door located on the West side of

- V-10C Entry will be made by common stairway located on the Northeast portion of Building V. Entry will be through a front door located on the East side of each respective unit.
- V-11B Entry will be made by common stairway located on the Northeast portion of Building V. Entry will be through a front door located on the West side of each respective unit.
- V-12C Entry will be made by common stairway located on the Northeast portion of Building V. Entry will be through a front door located on the East side of each respective unit.
- V-14B Entry will be made by common stairway located in the center on the North portion of Building V. Entry will be through a front door located on the West side of each respective unit.
- V-16B Entry will be made by common stairway located in the center of the North portion of Building V. Entry will be through a front door located on the West side of each respective unit.
- V-17C Entry will be made by common stairway located in the center of the North portion of Building V. Entry will be through a front door located on the East side of each respective unit.
- V-18B Entry will be made by common stairway located in the center on the North portion of Building V. Entry will be through a front door located on the West side of each respective unit.
- V-19C Entry will be made by common stairway located in the center on the North portion of Building V. Entry will be through a front door located on the East side of each respective unit.
- V-20B Entry will be made by common stairway located on the Northwest portion of Building V. Entry will be through a front door located on the West side of the respective unit.
- V-21C Entry will be made by common stairway located on the Northwest portion of Building V. Entry will be through a front door located on the East side of the respective unit.
- V-22B Entry will be made by common stairway located on the Northwest portion of Building V. Entry will be through a front door located on the West side of the respective unit.
- V-23C Entry will be made by common stairway located on the Northwest portion of Building V. Entry will be through a front door located on the East side of the respective unit.

- V-24B Entry will be made by common stairway located on the Northwest portion of Building V. Entry will be through a front door located on the West side of the respective unit.
- V-25C Entry will be made by common stairway located on the Northwest portion of Building V. Entry will be through a front door located on the West side of the respective unit.
- V-26B Entry will be made by common stairway located on the Northwest portion of Building V. Entry will be through a front door located on the West side of the respective unit.
- V-27B Entry will be made by common stairway located on the Northwest portion of Building V. Entry will be through a front door located on the West side of the respective unit.
- V-28B Entry will be made by common stairway located on the Northwest portion of Building V. Entry will be through a front door located on the West side of the respective unit.
- VI-1A Entry will be made by common stairway located on the Northwest portion of Building VI. Entry will be through a front door located on the South side of the respective unit.
- VI-2B Entry will be made by common stairway located on the Northwest portion of Building VI. Entry will be through a front door located on the North side of the respective unit.
- VI-3A Entry will be made by common stairway located on the Northwest portion of Building VI. Entry will be through a front door located on the South side of the respective unit.
- VI-4B Entry will be made by common stairway located on the North portion of Building VI. Entry will be through a front door located on the South side of the respective unit.
- VI-5A Entry will be made by common stairway located on the Northwest portion of Building VI. Entry will be through a front door located on the South side of the respective unit.
- VI-6B Entry will be made by common stairway located on the Northwest portion of Building VI. Entry will be through a front door located on the North side of the respective unit.
- VI-7B Entry will be made by common stairway located in the center on the West portion of Building VI. Entry will be through a front door located on the South side of each respective unit.

- VI-9B Entry will be made by common stairway located in the center on the West portion of Building VI. Entry will be through a front door located on the South side of each respective unit.
- VI-10C Entry will be made by common stairway located in the center on the West portion of Building VI. Entry will be through a front door located on the North side of each respective unit.
- VI-11B Entry will be made by common stairway located in the center on the West portion of Building VI. Entry will be through a front door located on the South side of each respective unit.
- VI-12C Entry will be made by common stairway located in the center on the West portion of Building VI. Entry will be through a front door located on the North side of each respective unit.
- VI-14B Entry will be located by common stairway located on the West portion of Building VI. Entry will be through a front door located on the South side of each respective unit.
- VI-15C Entry will be made by common stairway located on the West portion of Building VI. Entry will be through a front door located on the North side of each respective unit.
- VI-16B Entry will be made by common stairway located of the West portion of Building VI. Entry will be through a front door located on the South side of each respective unit.
- VI-17C Entry will be made by common stairway located on the West portion of Building VI. Entry will be through a front door located on the North side of each respective unit.
- VI-18B Entry will be made by common stairway located on the West portion of Building VI. Entry will be through a front door located on the South side of each respective unit.
- VI-19C Entry will be made by common stairway located on the West portion of Building VI. Entry will be through a front door located on the North side of each respective unit.

EXHIBIT "C"

Description of Limited Common Areas and Facilities

Parking Space. Every unit has a covered carport with a designated parking space which is hereby designated as limited common area for the exclusive use and benefit of that unit set forth below and designated on the survey plans as filed in the Anchorage Recording District, Third Judicial District, State of Alaska under File No. 82-69 pursuant to this Declaration. Additional space set forth in Exhibit 5 are provided to each parking space set forth in Exhibit 5 which are not designated as limited common areas. These spaces will be assigned by the Board of Directors at the discretion of the Board.

<u>Parking</u>	<u>Unit</u>	<u>Parking</u>	<u>Unit</u>
P-I-1A	I-1A	P-II-1A	II-1A
P-I-2B	I-2B	P-II-2B	II-2B
P-I-3B	I-3B	P-II-3B	II-3B
P-I-5B	I-5B	P-II-5B	II-5B
P-I-6C	I-6C	P-II-6C	II-6C
P-I-7A	I-7A	P-II-7A	II-7A
P-I-8B	I-8B	P-II-8B	II-8B
P-I-9B	I-9B	P-II-9B	II-9B
P-I-10C	I-10C	P-II-10C	II-10C
P-I-11B	I-11B	P-II-11B	II-11B
P-I-12C	I-12C	P-II-12C	II-12C
P-I-14A	I-14A	P-II-14A	II-14A
P-I-15B	I-15B	P-II-15B	II-15B
P-I-16B	I-16B	P-II-16B	II-16B
P-I-17C	I-17C	P-II-17C	II-17C
P-I-18B	I-18B	P-II-18B	II-18B
P-I-19C	I-19C	P-II-19C	II-19C
P-III-1A	III-1A	P-IV-1A	IV-1A
P-III-2B	III-2B	P-IV-2B	IV-2B
P-III-3B	III-3B	P-IV-3B	IV-3B
P-III-5B	III-5B	P-IV-5B	IV-5B
P-III-6C	III-6C	P-IV-6C	IV-6C
P-III-7A	III-7A	P-IV-7A	IV-7A
P-III-8B	III-8B	P-IV-8B	IV-8B
P-III-9B	III-9B	P-IV-9B	IV-9B
P-III-10C	III-10C	P-IV-10C	IV-10C
P-III-11B	III-11B	P-IV-11B	IV-11B
P-III-12C	III-12C	P-IV-12C	IV-12C
P-III-14A	III-14A	P-IV-14A	IV-14A
P-III-15B	III-15B	P-IV-15B	IV-15B
P-III-16B	III-16B	P-IV-16B	IV-16B
P-III-17C	III-17C	P-IV-17C	IV-17C
P-III-18B	III-18B	P-IV-18B	IV-18B
P-III-19C	III-19C	P-IV-19C	IV-19C
P-V-1A	V-1A	P-VI-1A	VI-1A
P-V-2B	V-2B	P-VI-2B	VI-2B
P-V-3A	V-3A	P-VI-3A	VI-3A
P-V-4B	V-4B	P-VI-4B	VI-4B
P-V-5A	V-5A	P-VI-5A	VI-5A
P-V-6B	V-6B	P-VI-6B	VI-6B
P-V-7B	V-7B	P-VI-7B	VI-7B
P-V-8C	V-8C	P-VI-9B	VI-9B
P-V-9B	V-9B	P-VI-10C	VI-10C
P-V-10C	V-10C	P-VI-11B	VI-11B
P-V-11B	V-11B	P-VI-12C	VI-12C
P-V-12C	V-12C	P-VI-14B	VI-14B
P-V-14B	V-14B	P-VI-15C	VI-15C
P-V-16B	V-16B	P-VI-16B	VI-16B
P-V-17C	V-17C	P-VI-17C	VI-17C
P-V-18B	V-18B	P-VI-18B	VI-18B
P-V-19C	V-19C	P-VI-19C	VI-19C
P-V-20B	V-20B		

P-V-21C	V-21C
P-V-22B	V-22B
P-V-23C	V-23C
P-V-24B	V-24B
P-V-25C	V-25C
P-V-26B	V-26B
P-V-27B	V-27B
P-V-28B	V-28B

Balcony. The following balcony which is not enclosed and which is hereby designated as a limited common area for the exclusive use and benefit of that unit set forth below and designated on the survey plans as filed in the Anchorage Recording District, Third Judicial District, State of Alaska, under File No. 82-169 pursuant to this Declaration.

<u>Balcony</u>	<u>Unit</u>	<u>Balcony</u>	<u>Unit</u>
B-I-7A	I-7A	B-II-7A	II-7A
B-I-8B	I-8B	B-II-8B	II-8B
B-I-9B	I-9B	B-II-9B	II-9B
B-I-10C	I-10C	B-II-10C	II-10C
B-I-11B	I-11B	B-II-11B	II-11B
B-I-12C	I-12C	B-II-12C	II-12C
B-I-14A	I-14A	B-II-14A	II-14A
B-I-15B	I-15B	B-II-15B	II-15B
B-I-16B	I-16B	B-II-16B	II-16B
B-I-17C	I-17C	B-II-17C	II-17C
B-I-18B	I-18B	B-II-18B	II-18B
B-I-19C	I-19C	B-II-19C	II-19C
B-III-7A	III-7A	B-IV-7A	IV-7A
B-III-8B	III-8B	B-IV-8B	IV-8B
B-III-9B	III-9B	B-IV-9B	IV-9B
B-III-10C	III-10C	B-IV-10C	IV-10C
B-III-11B	III-11B	B-IV-11B	IV-11B
B-III-12C	III-12C	B-IV-12C	IV-12C
B-III-14A	III-14A	B-IV-14A	IV-14A
B-III-15B	III-15B	B-IV-15B	IV-15B
B-III-16B	III-16B	B-IV-16B	IV-16B
B-III-17C	III-17C	B-IV-17C	IV-17C
B-III-18B	III-18B	B-IV-18B	IV-18B
B-III-19C	III-19C	B-IV-19C	IV-19C
B-V-3A	V-3A	B-VI-3A	VI-3A
B-V-4B	V-4B	B-VI-4B	VI-4B
B-V-5A	V-5A	B-VI-5A	VI-5A
B-V-6B	V-6B	B-VI-6B	VI-6B
B-V-9B	V-9B	B-VI-9B	VI-9B
B-V-10C	V-10C	B-VI-10C	VI-10C
B-V-11B	V-11B	B-VI-11B	VI-11B
B-V-12C	V-12C	B-VI-12C	VI-12C
B-V-16B	V-16B	B-VI-16B	VI-16B
B-V-17C	V-17C	B-VI-17C	VI-17C
B-V-18B	V-18B	B-VI-18B	VI-18B
B-V-19C	V-19C	B-VI-19C	VI-19C
B-V-22B	V-22B		
B-V-23C	V-23C		
B-V-24B	V-24B		
B-V-25C	V-25C		
B-V-27B	V-27B		
B-V-28B	V-28B		

Inside Storage. The following units have inside storage located in the basement of each building which is hereby designated as limited common area for the exclusive use and benefit of that unit set forth below and designated on the survey plans as filed in the Anchorage Recording District, Third Judicial District, State of Alaska, under file No. 82-169 pursuant to this Declaration.

<u>Storage</u>	<u>Unit</u>	<u>Storage</u>	<u>Unit</u>
S-I-1A	I-1A	S-II-1A	II-1A
S-I-2B	I-2B	S-II-2B	II-2B
S-I-3B	I-3B	S-II-3B	II-3B
S-I-5B	I-5B	S-II-5B	II-5B
S-I-6C	I-6C	S-II-6C	II-6C
S-I-7A	I-7A	S-II-7A	II-7A
S-I-8B	I-8B	S-II-8B	II-8B
	I-9B	S-II-9B	II-9B
S-I-10C			II-10C
S-I-11B	I-11B	S-II-11B	II-11B
S-I-12C	I-12C	S-II-12C	II-12C
S-I-14A	I-14A	S-II-14A	II-14A
S-I-15B	I-15B	S-II-15B	II-15B
S-I-16B	I-16B	S-II-16B	II-16B
S-I-17C	I-17C	S-II-17C	II-17C
S-I-18B	I-18B	S-II-18B	II-18B
S-I-19C	I-19C	S-II-19C	II-19C
S-III-1A	III-1A	S-IV-1A	IV-1A
S-III-2B	III-2B	S-IV-2B	IV-2B
S-III-3B	III-3B	S-IV-3B	IV-3B
S-III-5B	III-5B	S-IV-5B	IV-5B
S-III-6C	III-6C	S-IV-6C	IV-6C
S-III-7A	III-7A	S-IV-7A	IV-7A
S-III-8B	III-8B	S-IV-8B	IV-8B
S-III-9B	III-9B	S-IV-9B	IV-9B
S-III-10C	III-10C	S-IV-10C	IV-10C
S-III-11B	III-11B	S-IV-11B	IV-11B
S-III-12C	III-12C	S-IV-12C	IV-12C
S-III-14A	III-14A	S-IV-14A	IV-14A
S-III-15B	III-15B	S-IV-15B	IV-15B
S-III-16B	III-16B	S-IV-16B	IV-16B
S-III-17C	III-17C	S-IV-17C	IV-17C
S-III-18B	III-18B	S-IV-18B	IV-18B
S-III-19C	III-19C	S-IV-19C	IV-19C
S-V-1A	V-1A	S-VI-1A	VI-1A
S-V-2B	V-2B	S-VI-2B	VI-2B
S-V-3A	V-3A	S-VI-3A	VI-3A
S-V-4B	V-4B	S-VI-4B	VI-4B
S-V-5A	V-5A	S-VI-5A	VI-5A
S-V-6B	V-6B	S-VI-6B	VI-6B
S-V-7B	V-7B	S-VI-7B	VI-7B
S-V-8C	V-8C	S-VI-9B	VI-9B
S-V-9B	V-9B	S-VI-10C	VI-10C
S-V-10C	V-10C	S-VI-11B	VI-11B
S-V-11B	V-11B	S-VI-12C	VI-12C
S-V-12C	V-12C	S-VI-14B	VI-14B
S-V-14B	V-14B	S-VI-15C	VI-15C
S-V-16B	V-16B	S-VI-16B	VI-16B
S-V-17C	V-17C	S-VI-17C	VI-17C
S-V-18B	V-18B	S-VI-18B	VI-18B
S-V-19C	V-19C	S-VI-19C	VI-19C
S-V-20B	V-20B		
S-V-21C	V-21C		
S-V-22B	V-22B		
S-V-23C	V-23C		
S-V-24B	V-24B		
S-V-25C	V-25C		
S-V-26B	V-26B		
S-V-27B	V-27B		
S-V-28B	V-28B		