

# State of Alaska

## Department of Commerce and Economic Development

### Certificate

NONPROFIT CORPORATION

The undersigned, as Commissioner of Commerce and Economic Development of the State of Alaska, hereby certifies that duplicate originals of the Articles of Incorporation of

WOODLAKE CONDOMINIUM ASSOCIATION

have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as such Commissioner of Commerce and Economic Development, and by virtue of the authority vested in him by law, hereby issues the Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.



IN TESTIMONY WHEREOF, I execute this certificate and affix the Great Seal of the State of Alaska this

10th day of September, A. D. 1984

RICHARD A LYON  
COMMISSIONER OF COMMERCE AND  
ECONOMIC DEVELOPMENT

ARTICLES OF INCORPORATION

OF

WOODLAKE CONDOMINIUM ASSOCIATION

FILED FOR RECORD  
STATE OF ALASKA  
SEP 10 1984

DEPARTMENT OF COMMERCE  
& ECONOMIC DEVELOPMENT

We, the undersigned, being natural persons over the age of nineteen (19) years, desiring to form a nonprofit corporation pursuant to AS 10.20.005, et seq., do hereby certify as follows:

ARTICLE I

The name of this corporation ("Association" herein) is Woodlake Condominium Association.

ARTICLE II

The purposes for which the corporation is formed are as follows:

1. The specific and primary purposes are to provide for maintenance, preservation and architectural control of a condominium project on real property located in the Municipality of Anchorage, Alaska, known as Woodlake Condominiums and the structures and improvements thereon.

2. The general purposes and powers are:

(a) To promote the health, safety and welfare of the residents within said real property.

(b) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising from the Declaration of Covenants, Conditions and Restrictions, Reservation of Easements and Condominium Plan applicable to the property described above ("Declaration").

(c) To fix, levy, collect and enforce payment by lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.



(d) To have and to exercise any and all powers, rights and privileges which a corporation organized under the nonprofit corporation law of the State of Alaska by law may now or hereafter have or exercise.

(e) To act in the capacity of principal, agent, joint venturer, partner or otherwise. The foregoing statements of purposes shall be construed as a statement both of purposes and of powers, and purposes and powers in each clause shall not be limited or restricted by reference to, or inference from, the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

### ARTICLE III

The duration of the Association shall be perpetual.

### ARTICLE IV

The Association shall be a nonprofit corporation, without shares of stock.

### ARTICLE V

The authorized number and qualifications of members of the Association, the different classes of membership, if any, the property, voting and other rights and privileges of members, and their liability to dues and assessments and the method of collection thereof, shall be as set forth in the Bylaws and Declaration.

### ARTICLE VI

The initial registered office of the corporation shall be located at 1225 East International Airport Road, Suite 100, Anchorage, Alaska 99502.

### ARTICLE VII

The initial registered agent of the corporation shall be Peter A. DeLeuw, whose business address is 1225 East International Airport Road, Suite 100, Anchorage, Alaska 99502.

## ARTICLE VIII

The initial Board of Directors shall consist of three persons, and said number may be changed by a duly adopted amendment to the Bylaws, except that in no event may the number of Directors be less than three. The names and addresses of the persons who shall serve as Directors until their successors shall be elected and qualified are as follows:

Peter A. DeLeuw  
1225 East International Airport Road  
Suite 100  
Anchorage, Alaska 99502

Donald F. Kline  
1225 East International Airport Road  
Suite 100  
Anchorage, Alaska 99502

Donald M. Jasper  
1225 East International Airport Road  
Suite 100  
Anchorage, Alaska 99502

## ARTICLE IX

The names and addresses of the incorporators are as follows:

Patricia Kilmain  
420 L Street  
Suite 500  
Anchorage, Alaska 99501-1989

Constance A. Hanser  
420 L Street  
Suite 500  
Anchorage, Alaska 99501-1989

Elaine M. Murray  
420 L Street  
Suite 500  
Anchorage, Alaska 99501-1989

ARTICLE X

Amendment of these Articles shall require the assent of at least seventy-five percent (75%) of the unit owners of all condominiums in the project as shown in the Declaration.

IN WITNESS WHEREOF, the undersigned incorporators have hereunto set their hands and seals this 7th day of June, 1984.

Patricia Kilmain (SEAL)  
Patricia Kilmain

Constance A. Hanser (SEAL)  
Constance A. Hanser

Elaine M. Murray (SEAL)  
Elaine M. Murray

STATE OF ALASKA

)

) ss.

THIRD JUDICIAL DISTRICT

)

THIS IS TO CERTIFY that on this 7th day of June, 1984, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared PATRICIA KILMAIN, CONSTANCE A. HANSER, and ELAINE M. MURRAY, known to me to be the persons named in and who executed the within and foregoing instrument, and they acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

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

Shelly J. Strickland  
Notary Public in and for Alaska  
My Commission Expires: 11/3/86



State of Alaska  
Department of Commerce and Economic Development  
Division of Banking, Securities and Corporations

CERTIFICATE  
OF  
REINSTATEMENT

The undersigned, as Commissioner of Commerce and Economic Development of the State of Alaska, and custodian of corporation records for said state, hereby certifies that

WOODLAKE CONDOMINIUM ASSOCIATION

a nonprofit corporation organized under the laws of the State of Alaska, which was involuntary dissolved for failure to file corporate reports and/or pay filing fees, filed all reports, fees and penalties due at this time on 9/13/1993

I FURTHER CERTIFY that said corporation is hereby reinstated on the records of this state.



IN TESTIMONY WHEREOF, I execute this certificate  
and affix the Great Seal of the State of Alaska on  
9/13/1993

Paul Fuhs  
COMMISSIONER OF COMMERCE  
AND ECONOMIC DEVELOPMENT

08-131 (NP)(Rev. 6/89)  
7362M-3

Issued By: Corporations Section, P.O. Box D, Juneau, Alaska 99811, Telephone (907) 465-2530

SEP 03 1993

Department of Commerce  
and Economic Development

ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF  
WOODLAKE CONDOMINIUM ASSOCIATION

Pursuant to the authority of AS 10.20.171-10.20.211,  
the undersigned non-profit corporation adopts the following  
Articles of Amendment to its Articles of Incorporation as  
follows:

FIRST: The name of the non-profit corporation is  
Woodlake Condominium Association.

SECOND: The following amendments to the Articles of  
Incorporation were adopted by the Association at a duly  
constituted meeting on the 12th day of January, 1987.

ARTICLE V

The authorized number and qualifications of  
members of the Association, the different classes of  
membership, if any, the property, voting and other rights  
and privileges of the members, and their liability to dues  
and assessments and the method of collection thereof, shall  
be set forth in the Bylaws and Declaration. Upon  
dissolution of the Association, and termination of the  
Project, the monies of the Association will be distributed  
to the owners on a pro-rata basis equal to their percentage  
of undivided interest in the project after all obligations  
of the Association have been met.

ARTICLE VI

The registered office of the corporation shall be  
located at P. O. Box 111587, Anchorage, Alaska, 99511.

ARTICLE VII

The registered agent of the corporation shall be  
Pioneer Management Service, Inc., whose business address is  
P. O. Box 111587, Anchorage, Alaska 99511.

ARTICLE X

Amendment of these Articles shall require the  
assent of at least sixty-six and two-thirds (66-2/3%)  
percent of the unit owners of all condominiums in the  
project as shown in the Declaration.

THIRD: The amendments to the Articles of Incorporation were adopted pursuant to Article X of the Declaration by a vote of 91.67% of the owners entitled to vote in person or by proxy at a meeting of the Association held on the 12th day of January, 1987. A quorum of the Association was present pursuant to Article II, Section 3 of the Bylaws.

DATED this 22<sup>nd</sup> day of July, 1993.

WOODLAKE CONDOMINIUM ASSOCIATION

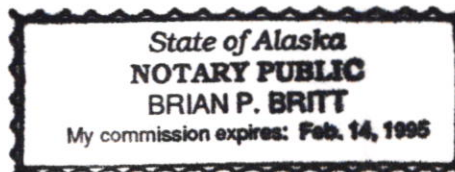
BY: B. Hoffmann  
Bernd Hoffmann, President

BY: Jeri Walters  
Jeri Walters, Vice-President

STATE OF ALASKA                    )  
  ) SS.  
THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this 22 day of July, 1993, before me appeared Bernd Hoffmann and Jeri Walters, to me known and known to me, acknowledged being the President and Vice-President of WOODLAKE CONDOMINIUM ASSOCIATION, an Alaska corporation, and voluntarily signing and sealing the foregoing instrument on behalf of said corporation, and being authorized so to do.

Brian P. Britt  
Notary Public in and for Alaska  
My Commission Expires: Feb 14, 1995





## Section 1. LEVY AND PAYMENT

All unit owners shall pay all common assessments for common expenses and all applicable special assessments and capital improvement assessments imposed by the Board of Directors. The common assessments and applicable capital improvement assessments, together with interest, costs and reasonable attorneys' fees, shall be the personal obligation of the person who was the owner of the condominium at the time when the assessment fell due. The assessment shall include payments to a general operating reserve fund for replacement as deemed necessary by the Board of Directors. The assessments levied by the Board of Directors shall be used exclusively to promote the recreation, health, safety and 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 fiscal year, the Board of Directors shall estimate the total charges to be assessed against each condominium.

Within 30 days after adoption of a proposed budget for the Association, the Board of Directors shall provide a summary of the budget to each unit owner, and shall set a date for a meeting of the unit owners to consider ratification of the budget not less than 14 nor more than 30 days after mailing of the summary. Unless at that meeting seventy-five percent (75%) of all unit owners reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the unit owners continues until the unit owners ratify a budget proposed by the Board of Directors.

Each owner thereof 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 estimate of total charges for the current year is, 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 invoice of the total charges to be assessed against each condominium.

The rest of the section being unaffected remains the same.

Article VI, Section 2 shall be amended to read as follows:



Section 2. DELINQUENCIES.

There shall accrue with each delinquent assessment a reasonable late charge in an amount to be determined by the Board of Directors, if not paid by the last day of the month in which it becomes due. 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.

Article VI, Section 3 shall be amended to read as follows:

Section 3. LIENS, ENFORCEMENT

All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on the respective condominium prior and superior to all other liens, except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any mortgage of record. A lien under this section is also prior to all security interests described in (2) of this subsection if the common expense assessments based on the periodic budget adopted by the Association would have become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce the lien. This subsection does not affect the priority of a mechanic's or materialman's lien, or the priority of a lien for other assessments made by the Association. A lien under this section is not subject to the provisions of AS 09.38.010.

(a) The recording of the declaration constitutes record notice and perfection of the lien. Further recording of a claim of lien for assessment under this section is not required.

(b) A lien for an unpaid assessment is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the assessment becomes due. It shall be the duty of the Association to enforce such lien in any manner permitted by law. In any such foreclosure, the condominium owner shall be required to pay a reasonable rental for the condominium and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to bid on the condominium at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(c) A judgment or decree in an action brought under this section is enforceable by execution under AS 09.35.010. 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 affirmation of the adequacy of money damages. 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.

(d) This section does not prohibit an action to recover sums for which this section creates a lien or prohibit an Association from taking a deed in lieu of foreclosure.

(e) The Association upon written request shall furnish to a unit owner a statement setting out the amount of unpaid assessments against the unit. If the interest of the unit owner is real estate, the statement must be in recordable form. The statement must be furnished within 10 business days after the receipt of the request and is binding on the Association, the Board of Directors, and each unit owner.

(f) The Association's lien may be foreclosed under this subsection as a lien is foreclosed under AS 34.35.005.

Article VII, Section 9 shall be added:

Section 9. ASSIGNMENT OF FUTURE INCOME.

Upon an affirmative majority vote of the Unit Owners in attendance at a meeting at which a quorum is present, the Association may assign its future income, including its right to receive common assessments, subject to any consent requirements of Article VIII.

Article XII, Section 6 shall be amended to read as follows:

Section 6. 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:

Skore's Management Service, Inc.  
9200 Kirkwall Circle  
Anchorage, Alaska 99515-1133



This amendment shall be binding upon and shall inure to the benefit of the parties hereto and the respective successors, executors, administrators, and assigns.

DATED this 27 day of January, 1987.

WOODLAKE CONDOMINIUM ASSOCIATION

BY: Jon Lockert  
Its President

BY: Jim Warr  
Its Vice President

WHEREAS Article VI of the Association Declaration outlines the provision for payment of Assessments and Section 3 charges the Association with the duty to enforce the collection of said dues;  
and

WHEREAS it is the intent of the Board of Directors to establish a uniform procedure for the enforcement of the collection of said dues;

NOW THEREFORE BE IT RESOLVED THAT EACH account which shall have failed to make payment within fifteen days after said payment become delinquent shall be sent a friendly letter of reminder. In the event payment is not made within forty-five days after said payment shall have become delinquent, a demand letter shall be sent which requires payment be made within fifteen days. If no payment is received within sixty days after said payment shall have become delinquent, the file shall be forwarded to an attorney for legal action.

Dated this 21 day of November, 1985.

M. S. [Signature]  
President

ATTEST:

[Signature]  
Secretary