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DECLARATION
OF
GLENN ABBEY SQUARE
ANCHORAGE RECORDING DISTRICT

AFTER RECORDATION RETURN TO:

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TABLE OF CONTENTS

ARTICLE I - Definitions.....5
 Section 1.1 - Act.....5
 Section 1.2 - Allocated Interests5
 Section 1.3 - Association5
 Section 1.4 - Bylaws5
 Section 1.5 - Common Elements5
 Section 1.6 - Common Expenses5
 Section 1.7 - Common Interest Community6
 Section 1.8 - Declarant.....6
 Section 1.9 - Declaration.....6
 Section 1.10 - Development Rights6
 Section 1.11 - Director6
 Section 1.12 - Documents6
 Section 1.13 - Eligible Insurer6
 Section 1.14 - Eligible Mortgagee6
 Section 1.15 - Executive Board6
 Section 1.16 - Improvements6
 Section 1.17 - Limited Common Elements6
 Section 1.18 - Majority or Majority of Unit Owners.....7
 Section 1.19 - Manager7
 Section 1.20 - Notice and Comment.....7
 Section 1.21 - Notice and Hearing7
 Section 1.22 - Person7
 Section 1.23 - Plans.....7
 Section 1.24 - Plat7
 Section 1.25 - Property.....7
 Section 1.26 - Public Offering Statement7
 Section 1.27 - Rules7
 Section 1.28 - Security Interest7
 Section 1.29 - Special Declarant Rights7
 Section 1.30 - Trustee8
 Section 1.31 - Unit8
 Section 1.32 - Unit Owner8

ARTICLE II – Name and Type of Common Interest Community and Association.....8
 Section 2.1 - Common Interest Community8
 Section 2.2 - Association8

ARTICLE III – Description of Land8

ARTICLE IV – Maximum Number of Units; Boundaries8
 Section 4.1 - Maximum Number of Units8
 Section 4.2 - Boundaries9



ARTICLE V – Limited Common Elements	9
ARTICLE VI – Maintenance, Repair, and Replacement	10
Section 6.1 - Common Elements	10
Section 6.2 - Units.....	12
Section 6.3 - Access	12
Section 6.4 - Repairs Resulting From Negligence	12
Section 6.5 - No additional component or element may be attached without consent of the Executive Board	13
ARTICLE VII – Development Rights and Other Special Declarant Rights	13
Section 7.1 - Reservation of Development Rights	13
Section 7.2 - Limitations on Development Rights	14
Section 7.3 - Phasing of Development Rights.....	15
Section 7.4 - Special Declarant Rights	15
Section 7.5 - Models, Sales Offices and Management Offices.....	15
Section 7.6 - Construction; Declarant's Easement.....	15
Section 7.7 - Signs and Marketing.....	16
Section 7.8 - Declarant's Personal Property.....	16
Section 7.9 - Declarant Control of the Association.....	16
Section 7.10 - Limitations on Special Declarant Rights	17
Section 7.11 - Interference with Special Declarant Rights.....	17
ARTICLE VIII – Allocated Interests	17
Section 8.1 - Allocation of Interests	17
Section 8.2 - Formulas for the Allocation of Interests	17
Section 8.3 - Assignment of Allocated Interests Upon Creation of Units Pursuant to Exercise of Development Rights.....	18
Section 8.4 - Allocation of Common Element and Development Expenses (CEDE).....	18
ARTICLE IX – Restrictions on Use, Alienation and Occupancy	19
Section 9.1 - Use and Occupancy Restrictions.....	19
Section 9.2 - Restrictions on Alienation.....	26
ARTICLE X – Easements and Licenses	26
ARTICLE XI – Allocation and Reallocation of Limited Common Elements	26
ARTICLE XII – Additions, Alterations and Improvements.....	27
Section 12.1 - Additions, Alterations and Improvements by Unit Owners	27
Section 12.2 - Additions, Alterations and Improvements by Executive Board.....	28
ARTICLE XIII – Relocation of Boundaries Between Adjoining Units.....	28
Section 13.1 - Application and Amendment	28
Section 13.2 - Recording Amendments.....	28



ARTICLE XIV – Amendments to Declaration	28
Section 14.1 - General.....	28
Section 14.2 - Limitation of Challenges.....	29
Section 14.3 - Recordation of Amendments	29
Section 14.4 - When Unanimous Consent Required.....	29
Section 14.5 - Execution of Amendments.....	29
Section 14.6 - Special Declarant Rights	29
Section 14.7 - Consent of Holders of Security Interests	29
Section 14.8 - Amendments to Create Units	29
ARTICLE XV – Amendments to Bylaws.....	29
ARTICLE XVI - Termination.....	30
ARTICLE XVII – Mortgagee Protection.....	30
Section 17.1 - Introduction.....	30
Section 17.2 - Percentage of Eligible Mortgagees	30
Section 17.3 - Notice of Actions.....	30
Section 17.4 - Consent Required	31
Section 17.5 - Development Rights.....	33
Section 17.6 - Inspection of Books.....	33
Section 17.7 - Financial Statements.....	33
Section 17.8 - Enforcement.....	34
Section 17.9 - Attendance at Meetings.....	34
Section 17.10 - Appointment of Trustee	34
ARTICLE XVIII – Assessment and Collection of Common Expenses.....	34
Section 18.1 - Apportionment of Common Expenses.....	34
Section 18.2 - Common Expenses Attributable to Fewer Than All Units	34
Section 18.3 - Lien	35
Section 18.4 - Budget Adoption and Ratification	36
Section 18.5 - Ratification of Non-budgeted Common Expense Assessments.....	36
Section 18.6 - Certificate of Payment of Common Expense Assessments.....	36
Section 18.7 - Monthly Payment of Common Expenses	37
Section 18.8 - Acceleration of Common Expense Assessments	37
Section 18.9 - Commencement of Common Expense Assessments	37
Section 18.10 - No Waiver of Liability for Common Expenses.....	37
Section 18.11 - Personal Liability of Unit Owners	37
Section 18.12 – Capitalization of the Association	37
ARTICLE XIX – Right to Assign Future Income	37
ARTICLE XX – Persons and Units Subject to Documents	38
Section 20.1 - Compliance with Documents	38
Section 20.2 - Adoption of Rules	38



ARTICLE XXI - Insurance	38
Section 21.1 - Coverage	38
Section 21.2 - Property Insurance	38
Section 21.3 - Liability Insurance	40
Section 21.4 - Fidelity Bonds.....	40
Section 21.5 - Unit Owner Policies	41
Section 21.6 - Workers' Compensation Insurance.....	41
Section 21.7 - Directors' and Officers' Liability Insurance.....	41
Section 21.8 - Other Insurance.....	41
Section 21.9 - Premiums.....	41
Section 21.9 - Insurer's Rating and Reinsurance.....	41
 ARTICLE XXII - Damage to or Destruction of Property	 42
Section 22.1 - Duty to Restore	42
Section 22.2 - Cost	42
Section 22.3 - Plans.....	42
Section 22.4 - Replacement of Less Than Entire Property	42
Section 22.5 - Insurance Proceeds	43
Section 22.6 - Certificates by the Executive Board.....	43
Section 22.7 - Title Insurance Policies	43
 ARTICLE XXIII - Rights to Notice and Comment; Notice and Hearing	 43
Section 23.1 - Right to Notice and Comment	43
Section 23.2 - Right to Notice and Hearing.....	43
Section 23.3 - Appeals	44
 ARTICLE XXIV - Executive Board	 44
Section 24.1 - Minutes of Executive Board Meetings	44
Section 24.2 - Powers and Duties	44
Section 24.3 - Executive Board Limitations.....	46
 ARTICLE XXV - Open Meetings.....	 46
Section 25.1 - Access	46
Section 25.2 - Meetings and Notice of Meetings	46
Section 25.3 - Executive Sessions	46
 ARTICLE XXVI - Condemnation	 46
 ARTICLE XXVII - Miscellaneous	 47
Section 27.1 - Captions	47
Section 27.2 - Gender.....	47
Section 27.3 - Waiver.....	47
Section 27.4 - Invalidity.....	47
Section 27.5 - Conflict	47



DECLARATION

GLENN ABBEY SQUARE

Declarant, Cody Homes, Inc., an Alaska corporation, with an office at 351 E. 104th Avenue, Suite 200, Anchorage, Alaska 99515, does hereby submit the real property in Anchorage, Alaska, described in Schedule A-1, to the provisions of the Common Interest Ownership Act, Title 34, Chapter 8, of the Alaska Statutes, for the purpose of creating Glenn Abbey Square, and making the Improvements shown in the Plat and Plans attached as Schedules A-3.

ARTICLE I

Definitions

In the Documents, the following words and phrases shall have the following meanings:

Section 1.1 - Act. The Uniform Common Interest Ownership Act, AS 34.08 of the Alaska Statutes as it may be amended from time to time.

Section 1.2 - Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability, and votes in the Association allocated to Units in the Common Interest Community. The Allocated Interests are described in Article VIII of this Declaration and shown on Schedule A-2.

Section 1.3 - Association. Glenn Abbey Square Owners Association, Inc. is a non-profit corporation organized under Title 10, Chapter 20 of the statutes of the State of Alaska. It is the Association of Unit Owners pursuant to Section 34.08.310 of the Act.

Section 1.4 - Bylaws. The Bylaws of the Association as they may be amended from time to time.

Section 1.5 - Common Elements. Each portion of the Common Interest Community other than a Unit.

Section 1.6 - Common Expenses. The expenses or financial liabilities for the operation of the Common Interest Community. These include:

- (a) Expenses of administration, maintenance, repair or replacement of the Common Elements;
- (b) Expenses declared to be Common Expenses by the Documents or by the Act;
- (c) Expenses agreed upon as Common Expenses by the Association; and



(d) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

Section 1.7 - Common Interest Community. The real property described in Schedule A-1, subject to the Declaration of Glenn Abbey Square.

Section 1.8 - Declarant. Whisperwood Court, LLC., an Alaska limited liability company, or its successor as defined in Subsection 34.08.990(12) of the Act.

Section 1.9 - Declaration. This document, including any amendments.

Section 1.10 - Development Rights. The rights reserved by the Declarant under Article VII of this Declaration to create Units, Common Elements, and Limited Common Elements within the Common Interest Community, and to withdraw property from the Common Interest Community.

Section 1.11 - Director. A member of the Executive Board.

Section 1.12 - Documents. The Declaration, Plat, and Plans filed and recorded pursuant to the provisions of the Act, the Bylaws, and the Rules as they may be amended from time to time. Any exhibit, schedule or certification accompanying a Document is a part of that Document.

Section 1.13 - Eligible Insurer. An insurer or guarantor of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Unit. Such notice shall be deemed to include a request that the eligible insurer be given the notices and other rights described in Article XVII.

Section 1.14 - Eligible Mortgagee. The holder of a first Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVII.

Section 1.15 - Executive Board. The board of directors of the Association.

Section 1.16 - Improvements. Any construction, structure, fixture or facilities existing or to be constructed on the land included in the Common Interest Community, including but not limited to, buildings, trees and shrubbery planted by the Declarant, a Unit Owner or the Association, paving, utility wires, pipes, and light poles.

Section 1.17 - Limited Common Elements. The portion of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units by the Declaration or by operation of Subsections (2) and (4) of Section 34.08.100. The Limited Common Elements in the Common Interest Community are described in Article V of this Declaration.



Section 1.18 - Majority or Majority of Unit Owners. The owners of more than fifty percent (50%) of the votes in the Association.

Section 1.19 - Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 1.20 - Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 23.1 of this Declaration.

Section 1.21 - Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 23.2 of this Declaration.

Section 1.22 - Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision, agency, or other legal or commercial entity.

Section 1.23 - Plans. The plans filed with this Declaration as Schedule A-3, as they may be amended from time to time.

Section 1.24 - Plat. The plat filed with this Declaration as Schedule A-3, as it may be amended from time to time.

Section 1.25 - Property. The land, all Improvements, easements, rights and appurtenances which have been submitted to the provisions of the Act by this Declaration.

Section 1.26 - Public Offering Statement. The current document prepared pursuant to 34.08.530 of the Act as it may be amended from time to time, and provided to purchasers.

Section 1.27 - Rules. Rules for the use of Units and Common Elements, and for the conduct of persons within the Common Interest Community adopted by the Executive Board pursuant to this Declaration.

Section 1.28 - Security Interest. An interest in real estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.29 - Special Declarant Rights. Right reserved for the benefit of a Declarant to (a) complete Improvements indicated on Plats and Plans filed with the Declaration; (b) exercise any Development Right; (c) maintain sales offices, management offices, signs advertising the Common Interest Community, and models; (d) use easements through the Common Elements for the purpose



of making Improvements within the Common Interest Community or within real estate that may be added to the Common Interest Community or (e) appoint or remove an officer of the Association or any Executive Board member during any period of Declarant control.

Section 1.30 - Trustee. The entity which may be designated by the Executive Board as the Trustee for the receipt, administration, and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources as defined in the Bylaws. If no Trustee has been designated, the Trustee will be the Executive Board from time to time constituted, acting by majority vote, as executed by the president and attested by the secretary.

Section 1.31 - Unit. A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Section 4.2 of this Declaration.

Section 1.32 - Unit Owner. The Declarant or other Person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by this Declaration.

ARTICLE II

Name and Type of Common Interest Community and Association

Section 2.1 - Common Interest Community. The name of the Common Interest Community is "Glenn Abbey Square." Glenn Abbey Square is a condominium.

Section 2.2 - Association. The name of the Association is Glenn Abbey Square Owners Association, Inc.

ARTICLE III

Description of Land

The entire Common Interest Community is situated in the Anchorage Recording District, Third Judicial District, State of Alaska and is located on land described in Schedule A-1.

ARTICLE IV

Maximum Number of Units; Boundaries

Section 4.1 - Maximum Number of Units. The Common Interest Community upon creation contains six (6) Units. As each building is added it contains the number of Units listed in the most current Schedule A-2. The Declarant reserves the right to create up to a maximum of twenty-one (21) Units.



Section 4.2 - Boundaries. Boundaries of each Unit created by the Declaration are shown on the Plat and Plans as numbered Units with their identifying number and are described as follows:

(a) Upper Boundary: The horizontal or sloping plane or planes of the unfinished lower surfaces of the ceiling bearing structure surfaces, beams and rafters, and of closed fireplace dampers extended to an intersection with the vertical perimeter boundaries.

(b) Lower Boundary: The horizontal plane or planes of the undecorated or unfinished upper surfaces of the floors, extended to an intersection with the vertical perimeter boundaries and open horizontal unfinished surfaces of trim, sills, and structural components.

(c) Vertical Perimeter Boundaries: The planes defined by the inner surfaces of the studs and framing of the perimeter walls; the unfinished inner surfaces of poured concrete walls; the unfinished surfaces of the interior trim, fireplaces, and thresholds along perimeter walls and floors; the unfinished exterior surfaces of closed windows and closed perimeter doors; and the innermost unfinished planes of all interior bearing studs and framing of bearing walls, columns, bearing partitions, and partition walls between separate Units.

(d) Inclusions: Each Unit will include the spaces and Improvements lying within the boundaries described in Sections 4.2(a), 4.2(b), and 4.2(c) above, and will also include the spaces and the Improvements within such spaces containing any heating, water heating air conditioning apparatus, smoke detector systems and all electrical switches, wiring, pipes, ducts, conduits, smoke detector system, and television, telephone, and electrical receptacles and light fixtures and boxes serving that Unit exclusively, the surface of the foregoing being the boundaries of such Unit, whether or not such spaces are contiguous.

(e) Exclusions: Except when specifically included by other provisions of Section 4.2, the following are excluded from each Unit: the spaces and Improvements lying outside of the boundaries described in Sections 4.2(a), 4.2(b), and 4.2(c), above, and all chutes, pipes, flues, ducts, wires, conduits, and other facilities running through or within any interior wall or partition for the purpose of furnishing utility and similar services to other Units and Common Elements or both.

(f) Inconsistency with Plans: If this definition is inconsistent with the Plans, then this definition will control.

ARTICLE V

Limited Common Elements

The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:



(a) If a chute, flue, pipe, duct, wire, conduit, bearing wall, bearing column or other fixture lies partially within and partially outside the designated boundaries of a Unit, the portion serving only the Unit is a Limited Common Element, allocated solely to the Unit, the use of which is limited to that Unit, and any portion thereof serving more than one Unit or a portion of the Common Elements is a part of the Common Elements.

(b) Any doorsteps, entryways, decks, patios and windows designed to serve a single Unit that are located outside the boundaries of the Unit, are Limited Common Elements allocated exclusively to the Unit and their use is limited to that Unit.

(c) Yards, the use of which is limited to the Unit as shown on the Plat and Plans.

(d) Walkways leading to Units the front entryway of the Unit, the use of which is limited to the Unit as shown on the Plat and Plans.

(e) Garage entryways and parking spaces appurtenant to Units, the use of which is limited to the Unit as shown on the Plat and Plans.

ARTICLE VI

Maintenance, Repair, and Replacement

Section 6.1 - Common Elements. The Association shall maintain, repair and replace all of the Common Elements, except for certain Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners. Common Expenses associated with the cleaning, maintenance, repair or replacement of Limited Common Elements which are not the specific maintenance responsibility of a Unit or Units or a maintenance expense of the Association which is to be specifically assessed to the Unit Owner or owners to whose Unit the Limited Common Element is appurtenant will be assessed against all Units in accordance with their Allocated Interests in the Common Expenses. If any Limited Common Element, required to be maintained, repaired or replaced by the Unit Owner is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element will be assessed and shared equally among the Units to which it is assigned.

(a) Certain Limited Common Elements to be maintained by the Association and assessed to the Units. The Association shall maintain, repair, and replace the Limited Common Element walkways, driveways entryways and decks, and shall assess the cost against the Unit or Units to which such Limited Common Elements are assigned.

(b) Maintenance, Repair, and Replacement Obligations of Unit Owners with Respect to Certain Limited Common Elements. Maintenance responsibilities with respect to the Limited Common Element deck, entryway and fenced yard areas referenced herein,



shall be performed in accordance with the standards promulgated and provided to Unit Owners from time to time by the Executive Board.

(i) Limited Common Element Deck and Entryway. Each Unit Owner shall be responsible for the maintenance repair and replacement of their deck and entryway, including the removal of snow and debris from the deck and entryway appurtenant to their Unit.

(ii) Limited Common Element Yards.

(A) Fenced Yards. Unit Owners are responsible for the maintenance, repair, and replacement of any grass, shrubs, and trees located within the fenced Limited Common Element yard area appurtenant to their Unit, including the removal of all cut grass, leaves, dirt, and debris.

(B) Unfenced Yards. Unit Owners may make exterior Improvements within or as a part of their unfenced Limited Common Element yard areas, including planting of gardens, hedges, shrubs, walks, benches, and architectural conceits, provided such improvements do not obstruct the Association's ability to mow the yard grass areas. Such improvements must be permitted by the Executive Board following submission of plans and review by the Board. The intent is to provide for limited individualization of the appearance of yard areas while complying with the approved MoA Landscape Plan and retaining a style and character consistent with the Common Interest Community.

(c) Maintenance, repair or replacement of Limited Common Elements which are not either the specific responsibility of a Unit or the Association. Common Expenses associated with the cleaning, maintenance, repair or replacement of Limited Common Elements which are not either the specific responsibility of a Unit or the Association for maintenance, repair, and replacement will be assessed against all Units in accordance with their Allocated Interests in the Common Expenses. If any Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element will be assessed and shared equally among the Units to which it is assigned.

(d) Construction and Maintenance of Limited Common Element Fences. Unit Owners may construct a fence enclosing the rear yard area assigned to their Unit. Fence material, design and location shall be determined by the Executive Board. The Executive Board may change the designated materials and design from time to time without amending this Declaration.

(i) To the extent that a fence separates yard areas appurtenant to separate Units; the responsibility for the maintenance, repair, and replacement of that portion of the fence shall be the joint responsibility of the Units to which such yards are appurtenant. The cost of construction of the fence shall be that of the Unit



Owner constructing the fence enclosing the yard appurtenant to that Unit. To the extent that a fence constructed by a Unit Owner joins an existing fence dividing the yards between the two Units, then such Unit Owner shall pay to the owner of the adjoining Unit one-half (1/2) of the reasonable costs of the shared fence at reasonable commercial rates in effect at the time. No Unit Owner may construct a fence around a portion of its yard without completely enclosing that Unit Owner's yard.

(ii) Provided, however, that the requirements of 6.1(d)(i) above, shall not be construed to compel a Unit Owner to erect and maintain a fence separating two yard areas, who does not agree to the erection of the fence. In such circumstances the fence construction costs shall be responsibility of the Unit Owner desiring the construction of the fence. If the adjoining Unit Owner not originally in agreement with construction of the fence, should subsequently decide to enclose their yard with a fence, then at such time, the Unit Owner not originally in agreement shall contribute an equitable portion of fence construction costs to the Unit Owner who erected the fence separating their yard areas, including a reasonable adjustment for the remaining economic life of the existing fence.

(e) Common Element Arterial Landscape Easement. The Common Element arterial landscape easement located along the eastern boundary of Lot 1, Block 2 Whisperwood Subdivision-Phase 1 shall be maintained by the Association in accordance with landscape plans approved by the Municipal Planning Department or any other Municipal Department responsible for such acceptance and approvals. Natural vegetation and, or landscaping within the Common Element landscape easements disturbed by the Declarant and, or Unit Owners shall be restored as closely as possible to its original condition by the Declarant during the development of Glenn Abbey Square and after the period of Declarant control by the Association.

Section 6.2 - Units. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit.

Section 6.3 - Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

Section 6.4 - Repairs Resulting From Negligence. Each Unit Owner will reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally or negligently by the Unit Owner or by his or her failure to properly maintain, repair or make replacements to his or her Unit. The Association will be responsible for damage to Units caused



intentionally or negligently by the Association or by its failure to maintain, repair or make replacements to the Common Elements. If such expense is caused by misconduct, it will be assessed following Notice and Hearing.

Section 6.5 - No additional component or element may be attached without consent of the Executive Board. No additional component or element may be attached to any Common Element without the written consent of the Executive Board. In the event that any additional component or element of a Limited Common Element attached thereto by the Unit Owner becomes deteriorated or unsightly or is inconsistent with conditions of installation it may be removed or repaired at the Unit Owner's expense as a Common Expense Assessment under this section, after Notice and Hearing.

ARTICLE VII

Development Rights and Other Special Declarant Rights

Section 7.1 - Reservation of Development Rights. The Declarant reserves the following Development Rights:

(a) The right by amendment, to create a maximum of twenty-one (21) Units, together with Common Elements, and Limited Common Elements in the locations shown on the Plat as "Development Rights Reserved, and which is identified in Schedule A-1 as " Development Rights Reserved".

(b) The right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the land not designated "Development Rights Reserved " on the Plat for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the land designated "Development Rights Reserved in this Area" on the Plat.. The Declarant also reserves the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community for the above-mentioned purposes. If the Declarant grants any such easements, Schedule A-1 will be amended to include reference to the recorded easement.

(c) The right to withdraw property listed in Schedule A-1 as "Development Rights Reserved" from the Common Interest Community, in which case there is reserved for the benefit of the withdrawn property;

(i) A non-exclusive easement for vehicular and pedestrian ingress and egress over and across the road and any sidewalks and paths located on the Property. This shall be for the benefit of the owners, occupants and guests and invitees of each owner or occupant of any lot, dwelling unit or other building located on any land withdrawn from the Common Interest Community by Declarant pursuant to its special Declarant rights.



(ii) A non-exclusive right and easement to connect to and use Community utility lines which may at any time be constructed on the Property for the purpose of servicing Property that the Declarant withdraws from the Common Interest Community to the extent that such utility lines are designed for or intended to serve Units on the portion of the property that is withdrawn from the Common Interest Community. The easement for construction and placement of the connections to utility lines shall be at reasonable locations on the Common Elements within the Property remaining in the Common Interest Community. Each person within the property withdrawn, who connects to such utility lines, shall be responsible for the payment of charges for use and maintenance equitably charged both to that person.

(iii) The rights provided for in Section 7.1(c)(i) and (ii) with respect to easements are subject to the obligation of the owner of the withdrawn property to pay a reasonable share of the cost of maintenance repair and replacement with respect to utility lines, sidewalks, roads and paths. Prior to connecting to the such utility lines, streets, paths or sidewalks, the owner of the property withdrawn from the Common Interest Community shall enter into a reasonable agreement with the Association equitably allocating the shared costs and expenses of operation, maintenance, repair and replacement of those improvements. The easements and rights granted hereby with respect to the streets, sidewalks, paths, and utility lines, shall be easements appurtenant to the portion of the Property that is withdrawn and shall accrue to the benefit of Declarant, its successors and assigns.

Section 7.2 - Limitations on Development Rights. The Development Rights reserved in Section 7.1 are limited as follows:

(a) The Development Rights may be exercised at any time, but not more than five (5) years after the recording of the initial Declaration;

(b) Not more than fifteen (15) additional Units may be created under the Development Rights;

(c) The quality of construction of any buildings and Improvements to be created on the Property shall be consistent with the quality of those constructed pursuant to this Declaration as initially recorded.

(d) All Units and Common Elements created pursuant to the Development Rights will be restricted to residential use in the same manner and to the same extent as the Units created under this Declaration as initially recorded.

(e) No Development Rights may be exercised unless approved pursuant to Section 17.5 of this Declaration.



(f) In accordance with AS 34.08.540(12), all assurances made by the Declarant will continue to apply whether Development Rights are exercised by the Declarant or not.

Section 7.3 - Phasing of Development Rights. No assurances are made by the Declarant regarding the portions of the areas shown as "Development Rights Reserved" on the Plat and Plans as to the portions where the Declarant will exercise its Development Rights or the order in which such portions, or all of the areas, will be developed. The exercise of Development Rights as to some portions will not obligate the Declarant to exercise them as to other portions.

Section 7.4 - Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Common Interest Community:

- (a) To complete Improvements indicated on Plats and Plans filed with the Declaration;
- (b) To exercise a Development Right reserved in this Declaration;
- (c) To maintain sales offices, management offices, signs advertising the Common Interest Community, and models;
- (d) To use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community;
- (e) To appoint or remove an officer of the Association or an Executive Board member during a period of Declarant control subject to the provisions of Section 7.9 of this Declaration.

Section 7.5 - Models, Sales Offices and Management Offices. As long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model Unit or sales office or management office.

Section 7.6 - Construction; Declarant's Easement. The Declarant reserves the right to perform warranty work, and repairs and construction work, and to store materials in secure areas, in Units and Common Elements, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of or exercising Special Declarant Rights, whether arising under the Act or reserved in the Declaration. Such easement includes the right to convey utility and drainage easements to public utilities, municipalities, the State, riparian owners or upland owners to fulfill the plan of development.



Section 7.7 - Signs and Marketing. The Declarant reserves the right to post signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Unit Owners.

Section 7.8 - Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove from the property, promptly after the sale of the last Unit, any and all goods and Improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 7.9 - Declarant Control of the Association.

(a) Subject to Subsection 7.9(b), there shall be a period of Declarant control of the Association, during which a Declarant or persons designated by the Declarant, may appoint and remove the officers and members of the Executive Board. The period of Declarant control terminates no later than the earlier of:

- (i) Sixty (60) days after conveyance of seventy-five percent (75%) of the Units that may be created to Unit Owners other than a Declarant;
- (ii) two (2) years after all Declarants have ceased to offer Units for sale in the ordinary course of business;
- (iii) two (2) years after any right to add new Units was last exercised.

A Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board, as described in a recorded instrument approved by the Declarant before they become effective.

(b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units that may be created to Unit Owners other than a Declarant, and in any event no later than one (1) year after conveyance of the first Unit to a Unit Owner other than Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that may be created to Unit Owners other than a Declarant, not less than thirty-three-and-one-third percent (33-1/3%) of the members of the Executive Board must be elected by Unit Owners other than the Declarant.

(c) Not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least three (3) members, at least a majority of



whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers take office upon election.

(d) Notwithstanding any provision of this Declaration or the Bylaws to the contrary, following notice under AS 34.08.390, the Unit Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at a meeting of the Unit Owners at which a quorum is present, may remove a member of the Executive Board with or without cause, other than a member appointed by the Declarant.

Section 7.10 - Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant until the earliest of the following events occur:

- (a) So long as the Declarant is obligated under any warranty or other obligation;
- (b) So long as the Declarant holds a Development Right to create additional Units or Common Elements;
- (c) So long as the Declarant owns any Unit;
- (d) So long as the Declarant holds any mortgage on any Units; or
- (e) For five (5) years after this Declaration is recorded.

Earlier termination of certain rights may occur by statute.

Section 7.11 - Interference with Special Declarant Rights. Neither the Association nor any Unit Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

ARTICLE VIII

Allocated Interests

Section 8.1 - Allocation of Interests. The table showing Unit numbers and their Allocated Interests is attached as Schedule A-2. These interests have been allocated in accordance with the formulas set out in this Article VIII. These formulas are to be used in reallocating interests if Units are added to the Common Interest Community.

Section 8.2 - Formulas for the Allocation of Interests. The Interests allocated to each Unit have been calculated on the following formulas:

(a) Undivided Interest in the Common Elements. Each Unit in the Common Interest Community shall have an equal percentage of the undivided interest in the Common Elements. The Declarant has reserved development rights to create twenty-one (21) Units



in the Common Interest Community. If all twenty-one (21) Units are created each Unit will have a 4.761% allocated interest in the Common Elements and liability for Common Expenses.

(b) Liability for the Common Expenses. Each Unit in the Common Interest Community shall have an equal percentage of liability for Common Expenses. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article XVIII of this Declaration.

(c) Votes. Each Unit in the Common Interest Community shall have one equal Vote. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the votes as allocated in Schedule A-2.

Section 8.3 - Assignment of Allocated Interests Upon Creation of Units Pursuant to Exercise of Development Rights. The effective date for assigning Allocated Interests to Units created pursuant to Section 7.1 of this Declaration shall be the date on which the amendment creating the Units is recorded in the records of the Anchorage Recording District.

Section 8.4 - Allocation of Common Element and Development Expenses (CEDE).

(a) The Declarant has developed the project and conveyed significant Common Elements to the Association for the benefit and enhanced value of the Community of Glenn Abbey Square. In consideration for such development and conveyance, for a period of thirty (30) years from the recording date of the initial Declarant sale to Purchaser(s) for each Unit (the "Declarant Sale"), the Declarant shall receive payment for the Common Element and Development Expenses (the "CEDE"), as set forth below. The CEDE shall be paid by each Unit Owner and subsequent Unit Owners in the chain of ownership for each Unit, until the expiration of the thirty (30) year period from the date of the Declarant Sale for that Unit. Declarant-owned Units are exempt from payment of CEDE.

(b) Each Unit Owner's pro-rated share of the CEDE is Twelve Dollars and Fifty Cents (\$12.50) per Unit per month for each calendar year following the recording of each Declarant Sale. The CEDE shall increase and not decrease, every year at the start of each calendar year in the amount of any increase in the Consumer Price Index ("CPI") over the Base Year for each Unit.

(c) The CEDE shall be a common expense of the Association collected on behalf of the Declarant by the Association as part of its annual assessment and budget process. Payment shall be made to the Declarant within forty-five (45) days of receipt by the Association. Should the Association for any reason fail to exist or fail in a good faith manner to collect and pay the CEDE, Declarant shall have and is assigned, all lien and other collection rights of the Association under this Declaration or by operation of law. Anything herein or within Alaska Statute 34.08 et seq. to the contrary notwithstanding, this section may not be altered, amended or repealed without the prior written consent of the Declarant. Further, the annual CEDE obligation herein created shall be a lien



running with the land for the entire thirty (30) year period, commencing on the Declarant Sale date for each Unit.

ARTICLE IX

Restrictions on Use, Alienation and Occupancy

Section 9.1 - Use and Occupancy Restrictions. Subject to the Special Declarant Rights reserved under Article VII, the following use restrictions apply to all Units and to the Common Elements:

(a) Residential Use. Each Unit is restricted to construction of one (1) single-family residence for residential use including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign indicating commercial or professional uses may be displayed outside a unit. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, and non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area. The number of permitted occupants in a single family residence shall not exceed the requirements contained in the Anchorage Code of Ordinances, Chapter 15.10.020, Section 8.01, Housing Maintenance and Occupancy code as follows:

The maximum occupancy of any dwelling unit shall not exceed the lesser value of the following two requirements:

(i) For the first occupant there shall be at least one hundred and fifty square feet (150 sf) of floor-space and there shall be at least fifty square feet (50 sf) of floor-space for every additional occupant thereof; the floor-space shall be calculated on the basis of total habitable room area in the dwelling unit.

(ii) A total number of persons shall be less than two times the number of habitable rooms within the dwelling unit. A habitable room is a room used or intended to be used for living, sleeping, cooking or eating purposes and excludes bathrooms, utility rooms and hallways and storage spaces

(b) Bylaws and Rules. The use of Units and Common Elements is subject to the Bylaws and the Rules of the Association.

(c) Unit Maintenance. Each Unit Owner shall keep their Unit and the Limited Common Elements that they are responsible to maintain, in a good state of preservation and cleanliness.

(d) Home Occupations and Businesses. A lawful home business or home occupation may be conducted within a Unit in accordance AMC 21.45.150 and the following restrictions:



(i) The home business shall be conducted by the Unit Owner or occupant or a Unit and no more than one (1) other person who is not an occupant of the Unit.

(ii) Traffic or deliveries generated by a home occupation shall not exceed more than one (1) vehicle per Unit per day.

(iii) No equipment or process shall be employed in a home occupation which creates and emits noise, vibration, glare, fumes or odors. No equipment or process shall be used which creates visual or audible interference to the radio or television reception for other Unit Owners. Business occupations shall not cause fluctuations in line voltage within the Community.

(iv) No home business dealing with raising, breeding and/or pertaining to animals, livestock or poultry may be conducted in the Community.

(v) Home businesses shall not be conducted between the hours of 10:00 p.m. and 7:00 a.m.

(e) Nuisance. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done therein which may become an annoyance or nuisance to the neighborhood. Motor bikes, motorcycles and automobiles shall have operable mufflers. Use of snow machines, three wheelers or four wheelers, all terrain vehicles or motorcycles within the Community is prohibited. Unit Owners with Pets shall contain or control their animals to the extent necessary to prevent their becoming a nuisance to other Unit Owners, including, but not limited to barking dogs.

(f) No Improper and Unlawful Use. No improper, offensive or unlawful use may be made of the Units. Unit Owners shall comply with and conform to applicable Federal and State of Alaska laws and regulations and all ordinances, rules and regulations of the Municipality of Anchorage. The violating Unit Owner shall hold the Association and other Unit Owners harmless from fines, penalties, costs and prosecutions for the violation thereof or non-compliance therewith.

(g) Signs. Except for Common Element monument, parking and street signage, no signs whatsoever shall be displayed to the public view except as follows:

(i) Signage of not more than (5) square feet advertising the property for sale or rent, or

(ii) Signage used by the Declarant to advertise the Property during the Unit sales or construction period.



(h) Garbage and Refuse Disposal. Unit owners shall have individual trash collection service. Trash containers shall not be placed in the street until the day of garbage pick-up and shall be promptly removed no later than the evening on the day of garbage pick-up.

No portion of the Property shall be used for the storage of building materials, refuse, or any other materials. No outside burning of trash or garbage is permitted.

(i) Parking and Vehicles and Storage

(i) Limited common element driveways and parking spaces may be used as a parking space for vehicles only, in accordance with the Rules. Any vehicle parked on the Property shall be properly licensed and in operating condition.

(ii) No parking is permitted on the Community driveway areas. Vehicles parked illegally may be towed by the Association and/or property management company.

(iii) No commercial trucks, trailers, campers, boats, aircraft, recreational vehicles, snow machines or other such vehicles may be stored on the Common Elements or Limited Common Elements, except that recreation equipment and vehicles may be parked in a driveway for no more than forty-eight (48) consecutive hours in a seven day week.

(iv) No repair, restoration or disassembly of vehicles shall be permitted within a Limited Common Element area or Common Element except for emergency repairs thereto and only to the extent necessary to enable movement thereof to a proper repair facility.

(v) No junk vehicle shall be parked in the Community. A junk vehicle is a vehicle which is missing essential parts, such as, but not limited to, tires, wheels, engine, brakes, windows, lights and lenses, exhaust system, and such other parts that are necessary for the legal operation of a vehicle.

(vi) Except during the period of Declarant construction, no commercial vans or business related vehicles (e.g., dump trucks), or heavy equipment such as bulldozers and graders may be kept on the Limited Common Elements or Common Elements. Storage of equipment, materials or merchandise used or to be sold in a business or trade shall be contained within a Unit.

(vii) No vehicle other than a vehicle operated by or for a disabled person may be parked in any space reserved for disabled persons.

(j) Natural Resource Operations. No oil, gas or natural resource drilling, development operations, refining, quarrying or mining operations whatsoever shall be



permitted on a Unit, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in a Unit. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on a Unit.

(k) Antennas and Satellite Dishes.

(i) The Declarant imposes the following restrictions relating to the installation of satellite dishes and antennae if compliance does not (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal to the Unit Owner.

(ii) Satellite Wiring. Satellite wiring installation shall be completed in a professional workmanlike manner by a licensed bonded and insured installer, approved by the Association. Wiring shall be installed in a neat, secure and inconspicuous manner so as to minimize exposed satellite wiring on the exterior of the Unit. No loose sagging wiring is permitted. Exposed satellite wiring shall be painted to match siding color of the dwelling.

(iii) Acceptable Locations. Subject to the requirements contained in 9.1(k)(i) above, satellite dishes and antennas shall be installed in the following locations.

(A) Common Element Roof. Not more than two (2) satellite dishes or antennas shall be placed behind the roof ridge-line a minimum of two (2) feet from the rear roof edge and shall not protrude beyond five feet (5') above the rear roof line of the Unit. Installation of antennas or satellite dishes in or on the Common Elements, except upon the roof in accordance with the terms hereof, is strictly prohibited.

(B) Limited Common Elements. If a Unit Owner chooses to place a satellite dish within a Limited Common Element appurtenant to their Unit as shown on the Plat and Plans attached as Schedule A-3, such installation shall be completed in a professional workmanlike manner by a licensed, bonded and insured installer approved by the Association. No satellite wiring or equipment shall protrude beyond Limited Common Element boundaries and on to the Common Elements.

(C) Unit. Location of antennas and satellite dishes within the Unit is unrestricted provided that no portion of the antenna or satellite dish extends beyond the boundaries of the Unit or its Limited Common Elements.



(iv) Safety and Non-interference. Installation shall comply with reasonable safety standards and may not interfere with cable, telephone or electrical systems of neighboring Units.

(v) Neutral Color. Satellite dish and antenna color shall be neutral tones of gray only. No commercial advertising on the satellite dish is permitted other than the brand name.

(vi) Maintenance. Unit Owners shall maintain, repair and replace their satellite dish or antenna. In the event that a satellite dish installed on the roof by the Unit Owner becomes deteriorated or unsightly or is inconsistent with conditions of installation it may be removed or repaired by the Association, at the Unit Owner's expense.

(vii) Removal and Damages. If a satellite dish, antenna and other related equipment is removed, any damage to the roof or Unit shall be repaired at the Unit Owner's expense. The Association may repair damages not repaired by the Unit Owner and assess the reasonable cost thereof against the Unit Owner.

(l) Mailboxes and Newspaper Tubes. Unit Owners shall use cluster mailboxes approved by the U.S. Postal Service and provided for the Community. Newspaper stands and receptacles are not permitted.

(m) Water and Sewer. Each Unit Owner has an undivided interest in the Community Common Element water and sewer lines.

(i) To preserve and minimize potential damage and deterioration to the sewer and water lines, Units Owners shall not pour grease, oils or cooking fat residues into sinks, garbage disposal units or other drains. No diapers, sanitary napkins, newspapers, solid rags or paper towels are to be disposed in toilets. No used oil, oil-based paints, solvents or other chemicals are to be disposed into the Community sewer lines, storm drains or drainage ditches.

(ii) No individual well, water system, or septic system shall be allowed.

(n) Pets shall mean domestic cats and domestic dogs only. No other animals may be kept as household pets, without the approval of the Board. Due to health, safety and infestation concerns, the following animals are prohibited as pets; reptiles, rodents, insects, rabbits, ferrets, birds and pigs.

(i) No more than two (2) pets are permitted per Unit.

(ii) Unit Owners with fenced Limited Common Element yards may maintain their pets within the fenced yard area appurtenant to their Unit.



(iii) Unit Owner's shall hold the Association harmless from all claims resulting from the actions of his or her pet. Pets demonstrating behaviors within the classifications defined in Anchorage Municipal Code ("AMC") 17.40.020(A), and not falling within any of the exceptions contained AMC 17.40.020(B) are not permitted on the Property.

(iv) Unit Owners shall be responsible for keeping their Units and Limited Common Element areas free and clear of pet feces and shall immediately remove their pet's animal feces from all areas of the Common Interest Community.

(v) The provisions of the Municipal leash law (AMC 17.10.010) shall be observed and pets shall be leashed and kept under control at all times, when outside a Unit. Pets shall be licensed, vaccinated and maintained in accordance with Municipal law.

(vi) Pets causing or creating a nuisance or unreasonable disturbance or noise, so as to interfere with the rights, comfort or convenience of other Unit Owners shall be permanently removed from the Property upon three (3) days' written Notice and Hearing from the Executive Board. Pets in the control of Unit Owners that are repeat offenders of the pet rules may be deemed a nuisance, and upon demand of the Executive Board shall be permanently removed from the Community.

(o) Limited Common Element Decks.

(i) Equipment including satellite dishes or satellite antennae, personal property (such as tables and chairs) and plants, shall not protrude beyond the deck boundary. Barbecue units are expressly prohibited on decks. Plants on plant shelves are permitted within deck areas provided they do not exceed the height of the deck rail.

(ii) No storage is permitted within deck areas, including, but not limited to, bicycles, gym equipment, boxes, tires, ladders, cleaning supplies (such as mops), garbage, trash containers, appliances (such as refrigerators), storage cabinets and wood piles.

(iii) No article, such as towels, rugs, or clothing may be hung or shaken from a deck.

(iv) No shades or blinds may be hung from a deck or within the deck area.



(v) No light fixtures may be installed on a deck except Association approved light fixtures and temporary holiday lights commencing the day after Thanksgiving and shall be removed no later than February 1st.

(vi) No noxious or offensive activities are permitted on deck areas, nor shall anything be done therein which may become an annoyance, nuisance or disturbance to the Community.

(p) Window Coverings. Unit Owners shall install only the following types of window coverings: (1) mini blinds, (2) shades (3) duettes and (4) sheers. Window coverings shall be white, neutral or light in color when viewed from the street and must be installed on all windows and glass doors within three (3) months of closing or occupancy, whichever is sooner. No window shall be covered with garments, sheets, blankets, aluminum foil or similar materials.

(q) Holiday Lighting. Temporary decorative holiday lighting is permitted commencing the day after Thanksgiving and shall be removed no later than February 1st. Such lighting may be displayed at the either in the window or at the Limited Common Element entryway and porch areas appurtenant to each Unit. No holiday lighting is permitted on the Common Elements.

(r) Leasing. No Unit may be leased except by written leases in excess of six (6) months. Each lease will be filed with the Association, and written notice given of commencement and termination of possession. Each lessee will incorporate the terms and restrictions of the Documents as a personal obligation of the tenant. Each lease will attorn to the Association as landlord solely for the purpose of enforcing the restrictions of the Documents following Notice and Hearing to the Unit Owner/landlord, and an opportunity to cure the violation, and then by direct levy, injunction and/or eviction by summary process, against the tenant. The Association will not otherwise assume the responsibilities or obligations of the landlord. The Association will have the right and power to exercise the landlord's rights of summary eviction against any tenant of the Unit Owner who violates the restrictions of the Documents, provided the landlord has received Notice and Hearing and is given a reasonable opportunity to cure the violation following the Hearing. A copy of all written occupancy agreements conforming to the foregoing requirements shall be submitted to the Executive Board to verify compliance with these requirements.

(s) Landscaping & Perimeter Fencing. Unit Owners shall not alter or disturb Common Element landscaping or the Declarant constructed perimeter fencing without approval of the Board.

(t) Utility and Drainage Easements. The obstruction or re-channeling of drainage flows after the original location and installation of drainage swales, storm sewers, or storm drains is not permitted, except that the Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of a Unit without the Owner's consent. Easements for



installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat as shown on Schedule A-3.

(u) Basketball and Baseball Equipment. Basketball hoops, backboards, baseball cages and recreation apparatus shall be portable and stored out of sight from the street and other adjoining Unit Owners during the winter season. No permanent basketball hoops, backboards, baseball, soccer or hockey cages or recreation apparatus may be attached to the Common Elements. No such temporary equipment shall be placed on Common Element driveway areas.

Section 9.2 - Restrictions on Alienation. A Unit may not be conveyed pursuant to a time-sharing plan.

ARTICLE X

Easements and Licenses

All easements or licenses to which the Common Interest Community is presently subject are recited in Schedule A-1 to this Declaration. In addition, the Common Interest Community may be subject to other easements or licenses granted by the Declarant pursuant to its powers under Article VII of this Declaration.

ARTICLE XI

Allocation and Reallocation of Limited Common Elements

No Limited Common Element depicted on the Plat or Plans may be reallocated by an amendment to this Declaration except pursuant to this Article XI or as part of a relocation of boundaries of Units pursuant to Article XIII of this Declaration. Such amendment shall require the approval of all holders of Security Interests in the affected Units and such approval shall be endorsed thereon. The person executing the amendment shall provide an executed copy thereof to the Association, which, if the amendment complies with the provisions of this Declaration and the Act shall record it. The amendment shall contain words of conveyance and must be recorded and indexed in the names of the parties and the Common Interest Community.

The parties executing the amendment shall be responsible for the preparation of the amendment, and shall reimburse the Association for its reasonable attorneys' fees in connection with the review of the amendment and for the recording costs.

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ARTICLE XII

Additions, Alterations and Improvements

Section 12.1 - Additions, Alterations and Improvements by Unit Owners.

(a) No Unit Owner will make any structural addition, structural alteration, or Improvement in or to the Common Interest Community without the prior written consent thereto of the Executive Board in accordance with Subsection 12.1(c).

(b) Subject to Subsection 12.1(a), a Unit Owner:

(i) May make any other Improvements or alterations to the interior of his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community;

(ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community, without permission of the Association;

(iii) After acquiring an adjoining Unit or an adjoining part of an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community. Removal of partitions or creation of apertures under this subsection is not an alteration of boundaries

(c) A Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Subsection 12.1(a) or 12.1(b). The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of its rules.

(d) Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, sub-contractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

(e) All additions, alterations, and Improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change.



The provisions of this Section shall not apply to the Declarant in the exercise of any Special Declarant Right.

Section 12.2 - Additions, Alterations and Improvements by Executive Board. Subject to the limitations of Sections 18.4 and 18.5 of this Declaration, the Executive Board may make any additions, alterations or Improvements to the Common Elements which, in its judgment, it deems necessary.

ARTICLE XIII

Relocation of Boundaries Between Adjoining Units

Section 13.1 - Application and Amendment. Subject to approval of any structural changes and required permits pursuant to Article XII, the boundaries between adjoining Units may be relocated by an amendment to the Declaration upon application to the Association by the owners of the Units affected by the relocation. If the owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application shall state the proposed reallocations. Unless the Executive Board determines, within thirty (30) days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocations and indicates the Association's consent. The amendment must be executed by those Unit Owners and contain words of conveyance between them, and the approval of all holders of Security Interests in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

Section 13.2 - Recording Amendments. The Association shall prepare and record Plats or Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers.

The applicants will pay for the costs of preparation of the amendment, Plat and Plans, recording costs, and the reasonable consultant fees of the Association if it is deemed necessary to employ a consultant by the Executive Board.

ARTICLE XIV

Amendments to Declaration

Section 14.1 - General. Except in cases of amendments that may be executed by the Declarant in the exercise of its Development Rights or by the Association under Article XI of this Declaration and Section 34.08.740 of the Act, or by certain Unit Owners under Article XI and Section 13.1 of this Declaration and 34.08.260 of the Act, and except as limited by Section 14.4 and Article XVII of this Declaration, this declaration, including the Plat and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.



Section 14.2 - Limitation of Challenges. An action to challenge the validity of an amendment adopted by the Association pursuant to this Article may not be brought more than one year after the amendment is recorded.

Section 14.3 - Recordation of Amendments. Each amendment to the Declaration must be recorded and the amendment is effective only upon recording. An amendment, except an amendment pursuant to Article XIII of this Declaration, must be indexed in the grantee's index in the name of the Common Interest Community and the Association and in the name of the parties executing the amendment.

Section 14.4 - When Unanimous Consent Required. Except to the extent expressly permitted or required by other provisions of the Act and this Declaration, an amendment may not create or increase Special Declarant Rights, increase the number of Units, change the boundaries of a Unit, the Allocated Interests of a Unit, or the uses to which a Unit is restricted, in the absence of unanimous consent of the Unit Owners.

Section 14.5 - Execution of Amendments. An amendment to the Declaration required by the Act to be recorded by the Association, which have been adopted in accordance with this Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 14.6 - Special Declarant Rights. Special Declarant Rights are rights that may be executed by the Declarant in the exercise of its Development Rights. Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 14.7 - Consent of Holders of Security Interests. Amendments are subject to the consent requirements of Article XVII.

Section 14.8 - Amendments to Create Units. To exercise any Development Right reserved under Section 7.1 of this Declaration, the Declarant shall prepare, execute and record an amendment to the Declaration. The Declarant shall also record either new Plats and Plans necessary to conform to the requirements of Subsections (a), (b) and (d) of Section 170 of the Act or new certifications of Schedule A-3 previously recorded if the Schedule otherwise conforms to the requirements of those Subsections.

The amendment to the Declaration shall assign an identifying number to each new Unit created and reallocate the Allocated Interests among all Units. The amendment shall describe any Common Elements and any Limited Common Elements created thereby and designate the Unit to which each Limited Common Element is allocated to the extent required by Subsection 160(a) of the Act.



ARTICLE XV

Amendments to Bylaws

The Bylaws may be amended only by vote of two-thirds (2/3) of the members of the Executive Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose.

ARTICLE XVI

Termination

Termination of the Common Interest Community may be accomplished only in accordance with Section 34.08.260 of the Act.

ARTICLE XVII

Mortgagee Protection

Section 17.1 - Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall control.

Section 17.2 - Percentage of Eligible Mortgagees. Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage of votes in the Association when compared to the total allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

Section 17.3 - Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

(a) Any condemnation loss or any casualty loss exceeding Ten Thousand Dollars and Zero Cents (\$10,000.00) which affects a portion of the Common Interest Community or any Unit in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;

(b) Any delinquency in the payment of Common Expense assessments owed by an Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days;



(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 17.4; and

(e) Any judgment rendered against the Association.

Section 17.4 - Consent Required.

(a) Document Changes. Notwithstanding any lower requirement permitted by this Declaration or the Act, no amendment of any material provision of the Documents by the Association or Unit Owners described in this Subsection 17.4(a) may be effective without the vote of at least sixty-seven percent (67%) of the Unit Owners (or any greater Unit Owner vote required in this Declaration or the Act) and until approved in writing by at least fifty-one percent (51%) of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration). The foregoing approval requirements do not apply to amendments effected by the exercise of any Development Right. Material includes, but is not limited to, any provision affecting:

(i) Assessments, assessment liens or subordination of assessment liens;

(ii) Voting rights;

(iii) Reserves for maintenance, repair and replacement of Common Elements;

(iv) Responsibility for maintenance and repairs;

(v) Reallocation of interests in the Common Elements or Limited Common Elements, including any change in the pro rata interest or obligations of any Unit Owner for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees holding Security Interests in such Units must approve such action;

(vi) Rights to use Common Elements and Limited Common Elements;

(vii) Boundaries of Units except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding Security Interests in such Unit or Units must approve such action;



(viii) Convertibility of Units into Common Elements or Common Elements into Units;

(ix) Abandonment, partition, subdivision, expansion or contraction of the Common Interest Community, or the addition, annexation, partition, subdivision or withdrawal of property to or from the Common Interest Community;

(x) Insurance or fidelity bonds, including the use of hazard insurance proceeds for losses to any property in the Common Interest Community for other than the repair, replacement or reconstruction of such property except as provided by AS 34.08.440(h);

(xi) Leasing of Units;

(xii) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;

(xiii) Establishment of self-management when professional management had been required previously by any Eligible Mortgagee;

(xiv) Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than that specified in the Documents;

(xv) Termination of the Common Interest Community for reasons other than the substantial destruction or condemnation, as to which a sixty-seven percent (67%) Eligible Mortgagee approval is required; and

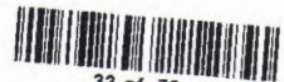
(xvi) The benefits of mortgage holders, insurers or guarantors.

(b) Actions. Notwithstanding any lower requirement permitted by the Declaration or the Act, the Association may not take any of the following actions other than rights reserved to the Declarant as special Declarant rights without the approval of at least fifty-one percent (51%) of the Eligible Mortgagees:

(i) Convey or encumber the Common Elements or any portion thereof (as to which an eighty percent (80%) Eligible Mortgagee approval is required). (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Common Interest Community will not be deemed a transfer within the meaning of this clause);

(ii) The establishment of self-management when professional management had been required previously by any Eligible Mortgagee;

(iii) The restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Documents;



(iv) The termination of the Common Interest Community for reasons other than substantial destruction or condemnation, as to which a sixty-seven percent (67%) Eligible Mortgagee approval is required;

(v) The alteration of any partition or creation of any aperture between adjoining Units (when Unit boundaries are not otherwise being affected), in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;

(vi) The merger of this Common Interest Community with any other common interest community;

(vii) The granting of any easements, leases, licenses and concessions through or over the Common Elements (excluding, however, any utility easements serving or to serve the Common Interest Community and excluding any leases, licenses or concessions for no more than one year);

(viii) The assignment of the future income of the Association, including its right to receive Common Expense assessments; and

(ix) Any action taken not to repair or replace the Property.

(c) The Association may not change the period for collection of regularly budgeted Common Expense assessments to other than monthly without the consent of all Eligible Mortgagees.

(d) The failure of an Eligible Mortgagee to respond within thirty (30) days to any written request of the Association for approval of a non-material addition or amendment to the Documents shall constitute an implied approval of the addition or amendment.

Section 17.5 - Development Rights. No Development Rights may be exercised or voluntarily abandoned or terminated by the Declarant unless all persons holding Security Interests in the Development Rights consent to the exercise, abandonment, or termination.

Section 17.6 - Inspection of Books. The Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the books and records of the Association during normal business hours.

Section 17.7 - Financial Statements. The Association shall provide any Eligible Mortgagee or Eligible Insurer which submits a written request, with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer shall bear the cost of the audit.



Section 17.8 - Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law, or in equity.

Section 17.9 - Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

Section 17.10 - Appointment of Trustee. In the event of damage or destruction or condemnation of all or a portion of the community, any Eligible Mortgagee may require that such proceeds be payable to a Trustee established pursuant to Section 1.30. Such Trustee may be required to be a corporate trustee licensed by the State of Alaska. Proceeds will thereafter be distributed pursuant to Article XXII or pursuant to a condemnation award. Unless otherwise required, the members of the Executive Board acting by majority vote through the president may act as Trustee.

ARTICLE XVIII

Assessment and Collection of Common Expenses

Section 18.1 - Apportionment of Common Expenses. Except as provided in Section 18.2, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Expenses as shown on Schedule A-2 to this Declaration.

Section 18.2 - Common Expenses Attributable to Fewer Than All Units.

- (a) If any Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.
- (b) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.
- (c) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.
- (d) An assessment to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was entered, in proportion to their Common Expense liabilities.
- (e) If Common Expense is caused by the misconduct of a Unit Owner, the Association may assess that expense exclusively against the Unit.



(f) Fees, charges, late charges, fines, collection costs, and interest charged against a Unit Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments.

Section 18.3 - Lien.

(a) The Association has a lien on a Unit for an assessment levied against the Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes due. Fees, charges late charges, fines and interest charged pursuant to the Act and the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) a lien and encumbrances recorded before the recordation of the Declaration; (2) a first Security Interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments charges against the Unit. A lien under this Section is also prior to all Security Interests described in 18.3(b)(2) herein, if the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section 18.4 of this Article which would have become due (in the absence of acceleration) during the six (6) months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest described in Subdivision (2) of this Subsection. This Subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of a lien for other assessments made by the Association. A lien under this Section is not subject to the provision of AS 09.38.010.

(c) Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required.

(d) A lien for an unpaid assessment is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessment becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

(e) This Section does not prohibit an action to recover sums for which Subsection 18.3(a) creates a lien or prohibit an Association from taking a deed in lieu of foreclosure.

(f) A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.



(g) A judgment or decree in an action brought under this Section is enforceable by execution under AS 09.35.010.

(h) The Association's lien must be foreclosed as a mortgage or deed of trust on real estate is foreclosed, or as a lien is foreclosed under AS 34.35.005.

(i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 18.5 of this Declaration.

(j) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 18.4(b). Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

(k) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

Section 18.4 - Budget Adoption and Ratification. Within thirty (30) days after adoption of a proposed budget for the Common Interest Community, the Executive Board 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 eleven (11) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority 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 Executive Board.

Section 18.5 - Ratification of Non-budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 18.2 of this Declaration, in an amount greater than fifteen (15%) percent of the current annual operating budget, the Executive Board shall submit such Common Expense to the Unit Owners for ratification in the same manner as a budget under Section 18.4.

Section 18.6 - Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Unit Owner a statement in recordable form setting out the amount of unpaid assessments against the Unit. The statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and each Unit Owner.



Section 18.7 - Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 18.1 and 18.2 shall be due and payable on the first of each month.

Section 18.8 - Acceleration of Common Expense Assessments. In the event of default for a period of thirty (30) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 18.9 - Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first day of the month following the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

Section 18.10 - No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 18.11 - Personal Liability of Unit Owners. The owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

Section 18.12 - Capitalization of the Association. Declarant will establish a working capital fund in an amount at least equal to two (2) months' installments of the Annual Assessment for each Unit in the Project. Upon the first conveyance of record title to a Unit from Declarant, the owner shall contribute to the working capital of the Association an amount equal to two (2) months' installments of the Annual Assessment at the rate in effect at the time of the sale, and upon the sale of each Unit from the Declarant to an owner, Declarant will receive a refund of the contribution to the working capital fund made by Declarant for such Unit. The Association shall maintain the working capital funds to meet unforeseen expenditures. Such payments to this fund shall not be considered advance payments of Annual Assessments and except for refunds to Declarant, shall not be refundable. Declarant may not use any working capital funds to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits.

ARTICLE XIX

Right to Assign Future Income

The Association may assign its future income, including its right to receive Common Expense assessments, only by the affirmative vote of Unit Owners of Units to which at least fifty-one (51%) percent of the votes in the Association are allocated, at a meeting called for that purpose.



ARTICLE XX

Persons and Units Subject to Documents

Section 20.1 - Compliance with Documents. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions recorded in the records of the Anchorage Recording District of the Third Judicial District are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

Section 20.2 - Adoption of Rules. The Executive Board may adopt Rules regarding the use and occupancy of Units, Common Elements, and Limited Common Elements and the activities of occupants, subject to Notice and Comment.

ARTICLE XXI

Insurance

Section 21.1 - Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

Section 21.2 - Property Insurance.

(a) Property insurance covering:

(i) The project facilities (which term means all buildings on the Property, including the Units and all fixtures, equipment and any Improvements and betterments whether part of a Unit or a Common Element, and such personal property of Unit Owners as is normally insured under building coverage), but excluding land, excavations, portions of foundations below the undersurfaces of the lowest crawlspace floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; and

(ii) All personal property owned by the Association.

(b) Amounts. The project facilities for an amount (after application of any deductions) equal to one hundred percent (100%) of their actual cash value, but not less than their insurable replacement cost, at the time the insurance is purchased and at each



renewal date. Personal property owned by the Association for an amount equal to its actual cash value.

The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

The maximum deductible for insurance policies shall be the lesser of Ten Thousand Dollars and Zero Cents (\$10,000.00) or one percent (1%) of the policy face amount.

The difference between the policy deductible and Two Hundred Fifty Dollars and Zero Cents (\$250.00) shall be paid by the Association as a common expense. Of the deductible portion, the amount of Two Hundred Fifty Dollars and Zero Cents (\$250.00) shall be paid by each of the Unit Owner(s) suffering the loss.

(c) Risks Insured Against. The insurance shall afford protection against "all risks", except earthquake and flood, of direct physical loss commonly insured against.

(d) Other Provisions. Insurance policies required by this Section shall provide that:

(i) The insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of a Unit Owner;

(ii) An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition of recovery under the policy.

(iii) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance.

(iv) Loss must be adjusted with the Association.

(v) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and in the absence of such designation to the Association, in either case to be held in trust for each Unit Owner and such Unit Owner's mortgagee.

(vi) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.



(vii) The name of the insured shall be substantially as follows:

"Glenn Abbey Square Owners Association, Inc., for the use and benefit of the individual Owners".

Section 21.3 - Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than One Million Dollars and Zero Cents (\$1,000,000.00), covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements, and the activities of the Association.

Insurance policies carried pursuant to this Section shall provide that:

(a) Each Unit Owner is an insured person under the policy with respect to liability arising out of interest of the Unit Owner in the Common Elements or membership in the Association.

(b) The insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of a Unit Owner;

(c) An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy.

(d) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance.

(e) The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known addresses.

Section 21.4 - Fidelity Bonds. A blanket fidelity bond is required for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force and in no event less than the sum of three months' assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days' written notice to the Association, to each holder of a Security Interest in a Unit, to each Eligible Mortgagee and Eligible Insurer that services an AHFC-owned, FNMA-owned or FHLMC-owned mortgage on a Unit and to the insurance trustee, if any, before the bond can be cancelled or substantially modified for any reason.



Section 21.5 - Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

Section 21.6 - Workers' Compensation Insurance. The Executive Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Alaska.

Section 21.7 - Directors' and Officers' Liability Insurance. The Executive Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

Section 21.8 - Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 21.9 - Premiums. Insurance premiums shall be a Common Expense.

Section 21.10 - Insurer's Rating and Reinsurance.

(a) Unless FNMA has approved alternative arrangements in advance, the hazard insurance securing the blanket policy shall be written by an insurance carrier that meets one of the following rating requirements as set forth in Section B7-3-02, Hazard Insurance Policy Requirements, per *FNMA Selling Guide*, April 1, 2009:

(i) Carriers rated by the A.M. Best Company, Inc. having either a "B" or better Financial Strength Rating in *Best's Insurance Reports* or an "A" or better Financial Strength Rating and a Financial Size Category of "VIII" or greater in *Best's Insurance Reports Non-US Edition*.

(ii) Carriers rated by Standard and Poor's having a "BBB" or better Insurer Financial Strength Rating in *Standard and Poor's Ratings Direct Insurance Service*.

(iii) FNMA will also accept the following types of hazard insurance policies:

(A) Policies underwritten by a state's Fair Access to Insurance Requirements (FAIR) plan, if it is the only coverage that can be obtained.

(B) Policies obtained through state insurance plans or other state-mandated insurance if that is the only coverage that is available.

(b) Both insurer and reinsurer shall execute an assumption of liability agreement or similar endorsement providing for one hundred percent (100%) reinsurance of the insurer's policy. Further, the reinsurer shall give the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued and the insurer ninety (90) days written notice before canceling or substantially changing the reinsurance.



ARTICLE XXII

Damage to or Destruction of Property

Section 22.1 - Duty to Restore. A portion of the Common Interest Community for which insurance is required under Section 34.08.440 of the Act or for which insurance carried by the Association is in effect, whichever is more extensive, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (a) The Common Interest Community is terminated;
- (b) Repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety; or
- (c) Eighty percent (80%) of the Unit Owners, including each owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

Section 22.2 - Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 22.3 - Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a majority of Unit Owners and fifty-one percent (51%) of Eligible Mortgagees.

Section 22.4 - Replacement of Less Than Entire Property.

(a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community;

(b) Except to the extent that other persons will be distributees,

(i) The insurance proceeds attributable to a Unit and Limited Common Elements that is not rebuilt must be distributed to the owner of the Unit and the owner of the Unit to which the Limited Common Elements were allocated, or to lien holders, as their interests may appear; and

(ii) The remainder of the proceeds must be distributed to each Unit Owner or lien holder, as their interests may appear, in proportion to the Common Element interests of all the Units;

(c) If the Unit Owners vote not to rebuild a Unit, the Allocated Interests of the Unit are reallocated upon the vote as if the Unit had been condemned under Subsection



34.08.860(a) of the Act, and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

Section 22.5 - Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Executive Board of the Association, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Subsection 22.1(a) through Subsection 22.1(c), the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Common Interest Community is terminated.

Section 22.6 - Certificates by the Executive Board. The Trustee, if any, may rely on the following certifications in writing made by the Executive Board:

- (a) Whether or not damaged or destroyed Property is to be repaired or restored;
- (b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 22.7 - Title Insurance Policies. If payments are to be made to Unit Owners or mortgagees, the Executive Board, and the Trustee, if any, shall obtain and may rely on a title insurance policy based on a search of the records of the Anchorage Recording District of the Third Judicial District from the date of the recording of the original Declaration stating the names of the Unit Owners and the lienholders.

ARTICLE XXIII

Rights to Notice and Comment; Notice and Hearing

Section 23.1 - Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the Documents require that an action be taken after "Notice and Comment", and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. It shall invite comment to the Executive Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 23.2 - Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.)



shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 23.3 - Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XXIV

Executive Board

Section 24.1 - Minutes of Executive Board Meetings. The Executive Board shall permit any Unit Owner to inspect the minutes of Executive Board meetings during normal business hours. The minutes shall be available for inspection within fifteen (15) days after any such meeting.

Section 24.2 - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws, Rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents, other than managing agents, and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Association's Declaration, Bylaws or Rules in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Common Interest Community;



- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) Cause additional Improvements to be made as a part of the Common Elements;
- (j) Acquire, hold, encumber and convey in this Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 34.08.430 of the Act;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Elements;
- (l) Impose and receive a payment, fee or charge for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Subsections (2) and (4) of Section 34.08.100 of the Act or as described in Article V of this Declaration services provided to Unit Owners;
- (m) Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy a reasonable fine for violations of this Declaration, Bylaws, Rules and regulations of the Association;
- (n) Impose a reasonable charge for the preparation and recordation of amendments to this Declaration, resale certificates required by Section 34.08.590 of the Act or a statement of unpaid assessments;
- (o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;
- (p) Assign the Association's right to future income, including the right to receive Common Expense assessments;
- (q) Exercise any other powers conferred by this Declaration or the Bylaws;
- (r) Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;
- (s) Exercise any other power necessary and proper for the governance and operation of the Association; and



(t) By resolution, establish committees of Directors, and Unit Owners, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice (unless such Unit Owner has been given notice of the proposed action under the provisions of Article XXIII, in which case that Article shall govern appeals), and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 24.3 - Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Common Interest Community or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

ARTICLE XXV

Open Meetings

Section 25.1 - Access. All meetings of the Executive Board, at which action is to be taken by vote at such meeting will be open to the Unit Owners, except as hereafter provided.

Section 25.2 - Meetings and Notice of Meetings. Regular meetings may be set by a schedule appointed by resolution of the Executive Board and no further notice will be required. Special meetings of the Executive Board may be called by the President or by a majority of the Directors on at least three (3) business days' notice to each member. The notice will be hand-delivered or mailed and will state the time, place and purpose of the meeting.

Section 25.3 - Executive Sessions. Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Unit Owners, in either of the following situations only: (1) no action is taken at the executive session requiring the affirmative vote of Directors; or (2) the action taken at the executive session involves personnel, pending litigation, contract negotiations, or enforcement actions.

ARTICLE XXVI

Condemnation

If part or all of the Common Interest community is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with Section 34.08.740 of the Act.



ARTICLE XXVII

Miscellaneous

Section 27.1 - Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents or the intent of any provision thereof.

Section 27.2 - Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so require.

Section 27.3 - Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 27.4 - Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

Section 27.5 - Conflict. The Documents are intended to comply with the requirements of the Act and Title 10, Chapter 20 of the Alaska Statutes (Non Profit Corporation Law). In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

In Witness Whereof, the Declarant has caused this Declaration to be executed this _____ day of April 5th, 20 11.

Signed, Sealed and Delivered
in the Presence of:

CODY HOMES, INC.

By: Cody D. Huuquist
Cody D. Huuquist
Its: President



STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 1 day of April, 2011, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **CODY D. HULTQUIST**, to me known and known to me to be the **PRESIDENT OF CODY HOMES, INC.**, acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal on the day and year in this certificate first above written.



[Signature]
Notary Public in and for Alaska
My Commission Expires: May 28, 2011

Place Notary Seal Above this line and do not encroach into 1" margin



APPROVAL OF LENDER

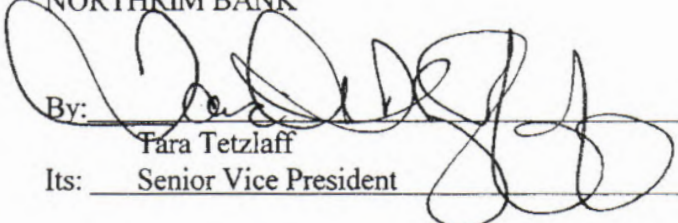
The undersigned as beneficiaries under the following Deeds of Trust:

1. Construction Deed of Trust recorded the 19th day of January, 2007, under Serial No. 2007-004129-0, in the Anchorage Recording District, Third Judicial District, State of Alaska; and
2. Modification of Deed of Trust recorded the 7th day of December, 2007, under Serial No. 2007-075855-0, in the Anchorage Recording District, Third Judicial District, State of Alaska.
3. Fixture Statement recorded the 12th day of December, 2007, under Serial No. 2007-076970-0, in the Anchorage Recording District, Third Judicial District, State of Alaska.

The undersigned beneficiary approves the foregoing Declaration of Glenn Abbey Square ("Declaration"), and the undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under these Deeds of Trust shall not render void or otherwise impair the validity of the Declaration and the covenants running with the land described in the Declaration.

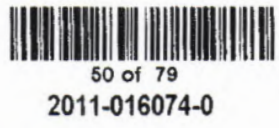
DATED: April 4, 2011.

NORTHRIM BANK

By: 
 Tara Tetzlaff
 Its: Senior Vice President

STATE OF ALASKA)
) ss.
 THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 4th day of April, 2011, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **TARA TETZLAFF**, known to me to be **SENIOR VICE PRESIDENT OF NORTHRIM BANK**, and she acknowledged to me that she signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.



WITNESS my hand and official seal on the day and year in this certificate first above written.



Ligia E. Lutan

Notary Public in and for Alaska
My Commission Expires: March 17, 2013

Place Notary Seal Above this line and do not encroach into 1" margin perimeters.

DESCRIPTION OF COMMON INTEREST COMMUNITY

(Declaration Schedule A-1)



SCHEDULE A-1

DESCRIPTION OF COMMON INTEREST COMMUNITY

PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS

That portion of Lot 1, Block 2, WHISPERWOOD SUBDIVISION – PHASE 1, according to the official plat thereof, filed under Plat Number 2004-122 records of the Anchorage Recording District, Third Judicial District, State of Alaska, which is labeled on Schedule A-3 as “Property Not Subject to Development Rights.”

PROPERTY SUBJECT TO DEVELOPMENT RIGHTS

That portion of Lot 1, Block 2, WHISPERWOOD SUBDIVISION – PHASE 1, according to the official plat thereof, filed under Plat Number 2004-122 records of the Anchorage Recording District, Third Judicial District, State of Alaska, which is labeled on Schedule A-3 as “Development Rights Reserved”

ENCUMBRANCES AFFECTING THE
COMMON INTEREST COMMUNITY

SUBJECT TO:

1. Reservations and exceptions as contained in the U.S. Patent
2. Restrictions regarding access to a “Controlled Access Facility” and abutting frontage road thereof, and the terms and provisions contained therein as disclosed by Warranty Deed recorded on January 18, 1972, in Book 438, at Page 481, in the Anchorage Recording District, Third Judicial District, State of Alaska.
3. Notice of Zoning Action including the terms and provisions thereof recorded on January 12, 2001, in Book 3752, at Page 265, in the Anchorage Recording District, Third Judicial District, State of Alaska.
4. Reservation of all oil, gas and mineral rights, together with the right to remove sale below a distance of 250 feet below the surface without damaging or disturbing the surface or surface improvements in Warranty Deed recorded December 3, 2003, as instrument No. 2003-125834-0.



5. Sanitary sewer Extension Agreement, including the terms and provisions thereof, by and between Municipality of Anchorage and White Raven Development, Inc., recorded February 24, 2004 as Instrument No. 2004-011706-0, amended by instrument recorded May 23, 2005, as Instrument No. 2005-033821-0; and Water Main Extension Agreement, including the terms and provisions thereof, by and between Municipality of Anchorage and White Raven Development, Inc., recorded February 24, 2004, as Instrument No. 2004-011707-0, amended by instrument recorded May 23, 2005, as Instrument No. 2005-033820-0.
6. Notice of Subdivision Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded on March 16, 2004, under Serial No. 2004-017078-0, in the Anchorage Recording District, Third Judicial District, State of Alaska.
7. The effect of the notes which appear on the Plat 2004-122 of said subdivision.
8. Slope easements as dedicated and reserved on Plat 2004-122 of said subdivision.
9. Easements as dedicated and shown on Plat 2004-122 of said subdivision.



TABLE OF INTERESTS

(Declaration Schedule A-2)



SCHEDULE A-2

TABLE OF INTERESTS

<u>Unit No.</u>	<u>Street Address</u>	<u>Percentage Share of Common Elements</u>	<u>Percentage Share of Common Expenses</u>	<u>Vote in the Affairs of the Association</u>	<u>Limited Common Elements Yard (Y), Deck (D) Entry (E) & Parking (P)</u>
1	265 Glenn Abbey	16.666%	16.666%	1	P-1A/E-1/Y-1
2	263 Glenn Abbey	16.666%	16.666%	1	P-2A/E-2/Y-2
3	261 Glenn Abbey	16.666%	16.666%	1	P-3A & P-3B/E-3/Y-3
19	250 Glenn Abbey	16.666%	16.666%	1	P-19A & P-19B/D-19/Y-19
20	252 Glenn Abbey	16.666%	16.666%	1	P-20A & P-20B /D-20/Y-20
21	254 Glenn Abbey	16.666%	16.666%	1	P-21A/D-21/Y-21
TOTAL		100.000%	100.000%	6	



PLAT AND PLANS
(Declaration Schedule A-3)

PLAT NO. 2011-16

PLAT S/N: 2011-016075-0

GLENN ABBEY SQUARE

UNITS 1 THROUGH 3

AND

UNITS 19 THROUGH 21





WHISPERWOOD SUBDIVISION PHASE 1

Frontage Rd.

Sta
D01

S89°37'17"

LOT 2



S42°20'47" W 183.59'
5" Gas Easement
Dwight location

LOT 1
54,287 sq. ft.
1.25 acres

PROPOSED
BUILDING 3
Need Not Be Built

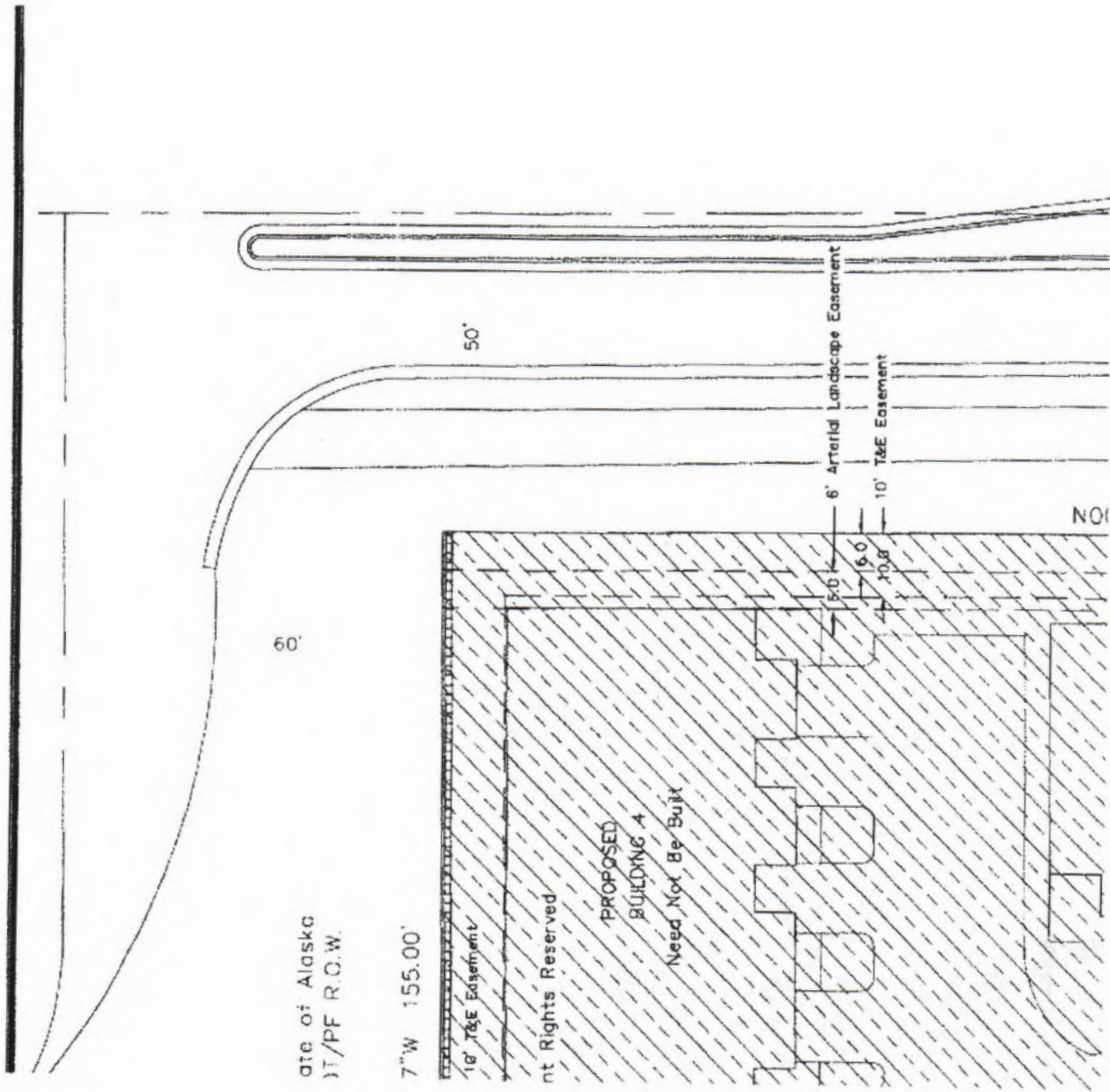
Development Rights Reserved

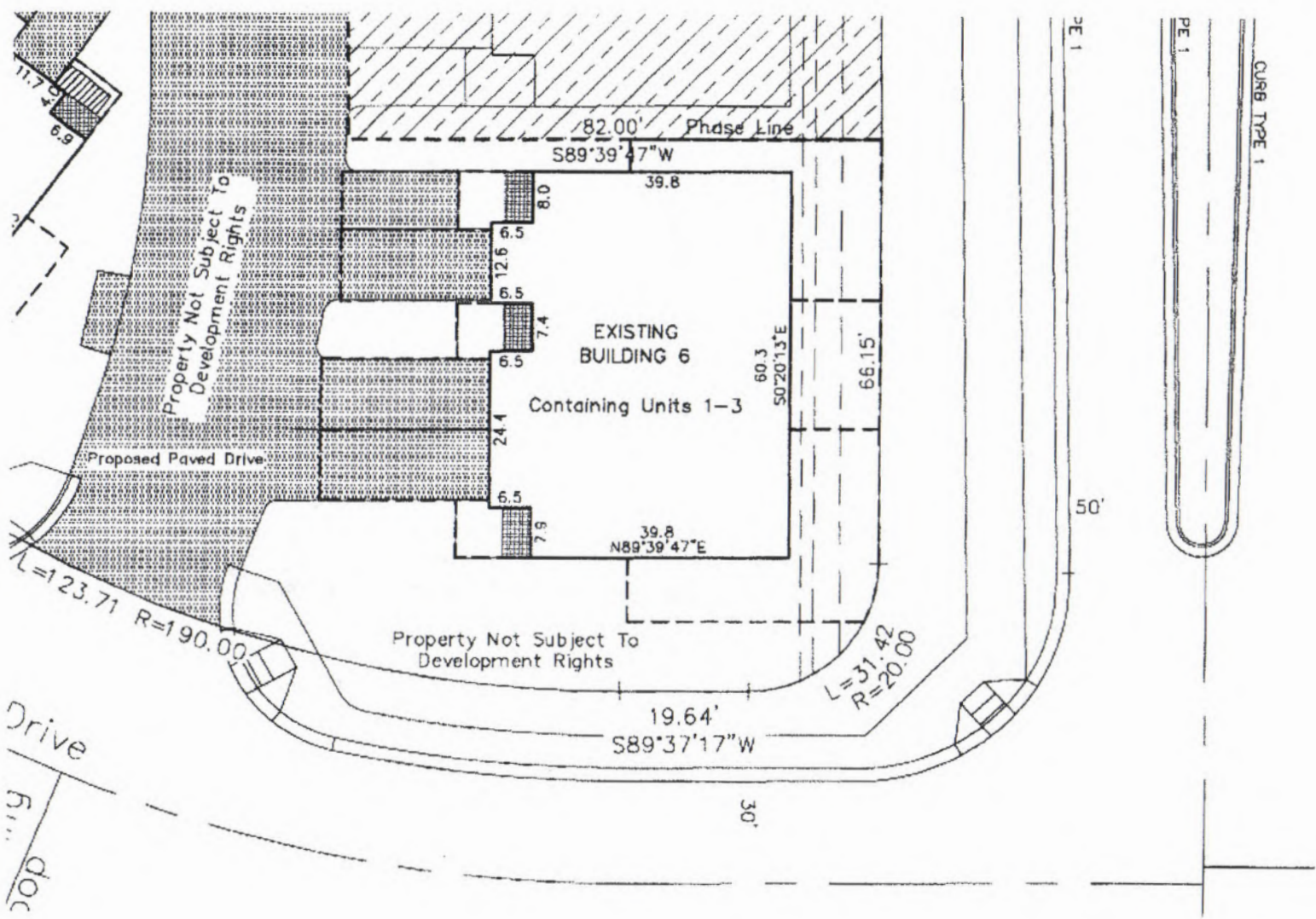
Development

2011-016074-0

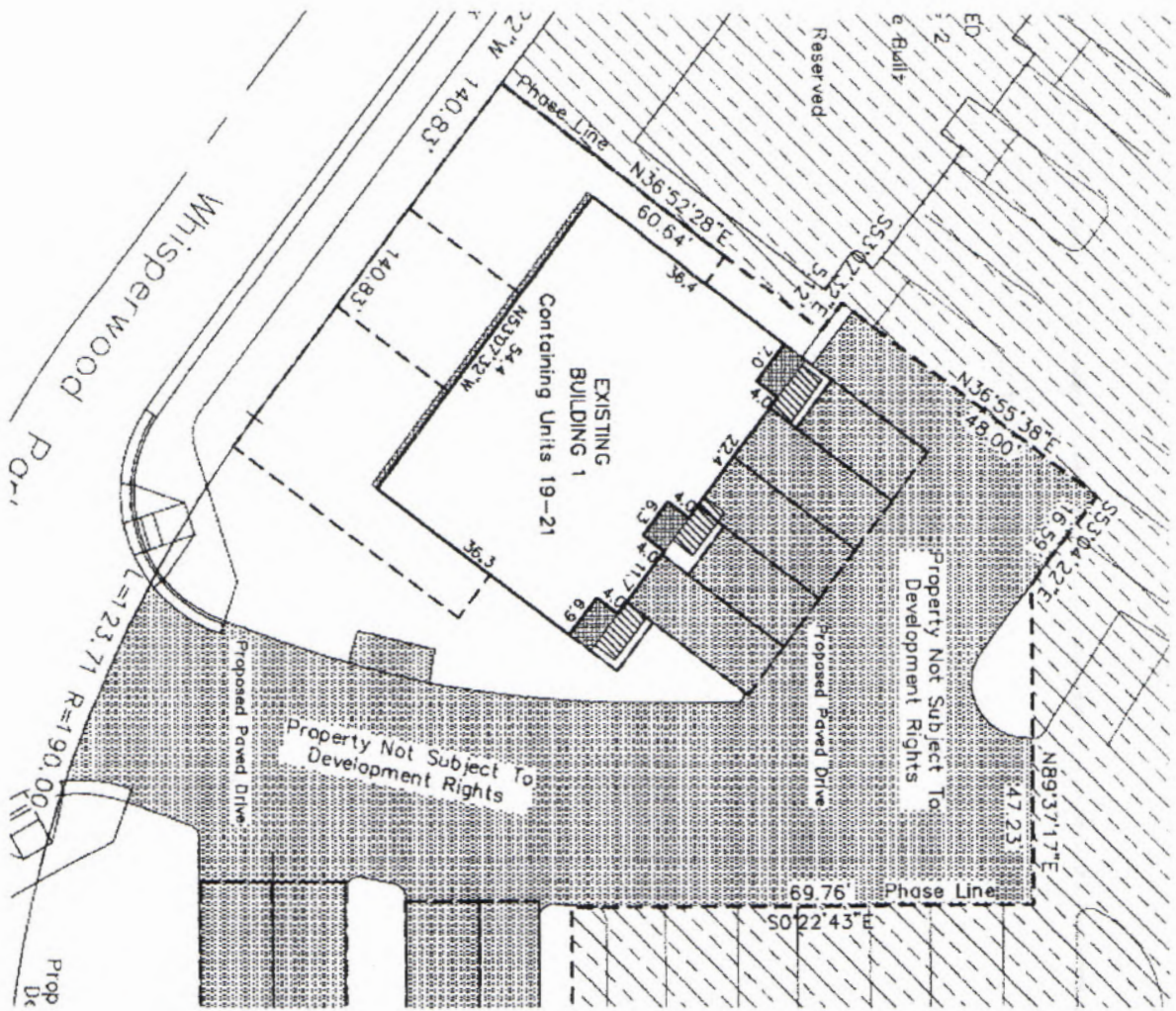


59 of 79





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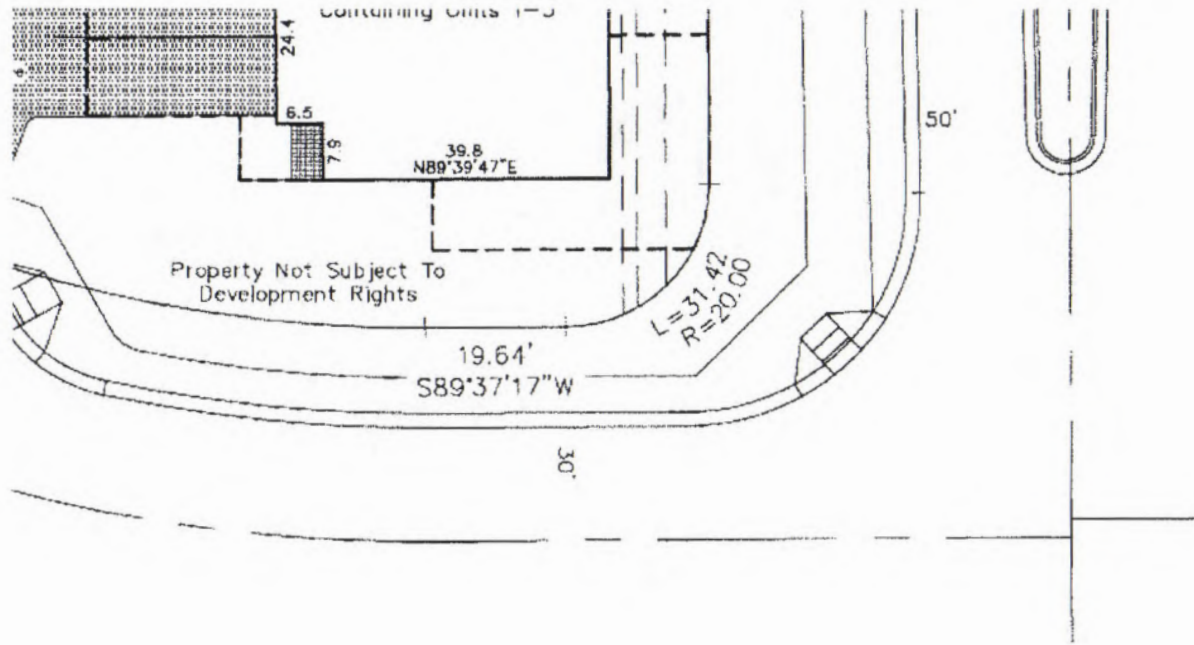





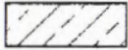


Unit Numbers	Total LCE Area*
Unit 1	1040 SF
Unit 2	657 SF
Unit 3	984 SF
Unit 19	1069 SF
Unit 20	854 SF
Unit 21	1031 SF

* Total LCE area includes LCE parking, LCE yard, LCE front deck if applicable and LCE front entry of the unit. Any rear deck is included in the yard.





Legend:

- | | |
|---|-----------------------------|
|  | Deck |
|  | Development Rights Reserved |
|  | Pavement |
|  | Building overhand |

CERTIFICATE OF COMPLETION

SECTION 34.08.090 OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT PROVIDES THAT A DECLARATION FOR A CONDOMINIUM MAY NOT BE RECORDED AND A PLAT OR PLAN THAT IS PART OF THE DECLARATION FOR A CONDOMINIUM MAY NOT BE FILED UNLESS A CERTIFICATE OF COMPLETION IS RECORDED WITH THE DECLARATION AS EVIDENCE THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS OF EACH BUILDING CONTAINING OR COMPRISING A UNIT OF THE CONDOMINIUM ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLAT AND PLANS.

I DO HEREBY CERTIFY THAT THE STRUCTURAL COMPONENTS ARE SUBSTANTIALLY COMPLETE. THE UNITS ARE CONTAINED WITHIN AN EXISTING BUILDING. NO CERTIFICATION IS GIVEN AS TO MECHANICAL SYSTEMS CONTAINED IN THE BUILDING.

[Handwritten Signature]

Tom H Dreyer, PLS
S4 Group
124 E 7th Ave.
ANCHORAGE, ALASKA 99501

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 5th DAY OF April 2011.

FOR: Tom H Dreyer

Oct 19, 2014
MY COMMISSION EXPIRES

[Handwritten Signature]
NOTARY PUBLIC



SURVEYOR'S CERTIFICATE

SECTION 34.08.170 OF THE COMMON INTEREST OWNERSHIP ACT REQUIRES THAT A CERTIFICATION BE MADE WHICH STATES THAT PLAT AND PLAN CONTAINS THE INFORMATION AS SET FORTH IN SECTION 34.08.170.

I DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT LAYOUT OF THE UNITS ACCURATELY SURVEYED TO DEPICT AN AS-BUILT SURVEY AND THAT THE INFORMATION REQUIRED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THE PLAT AND PLANS FILED HEREWITH. THE VERTICAL AND HORIZONTAL BOUNDARIES AND DIMENSIONS DEPICTED ON THE PLANS ARE REPRODUCED DIRECTLY FROM ACTUAL CONSTRUCTION DRAWINGS AND ACCORDINGLY ARE NOT INCLUDED IN THIS CERTIFICATION.

[Handwritten Signature]

Tom H Dreyer, PLS
S4 Group
124 E 7th Ave.
ANCHORAGE, ALASKA 99501



OWNER'S CERTIFICATE

THE UNDERSIGNED, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOT 1, BLOCK 2, WHISPERWOOD SUBDIVISION PHASE 1, PLAT 2004-122, LOCATED WITHIN THE NW 1/4 OF THE NE 1/4 OF SEC. 14, T13N, R3W, SEWARD MERIDIAN, ALASKA, ANCHORAGE RECORDING DISTRICT.

THE UNDERSIGNED AS "DECLARANT" PURSUANT DECLARATION RECORDED ON THE ____TH DAY OF _____ 2011, AT SERIAL NUMBER _____ IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, PURSUANT TO SECTION 34.08.100 OF THE ALASKA COMMON INTEREST OWNERSHIP ACT DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT THE CREATION OF THE UNITS AND COMMON AREAS AS SHOWN HEREIN.

Cody Homes Inc.

By: *Cody D. Hultquist*
Cody D. Hultquist

Its: President

STATE OF ALASKA)

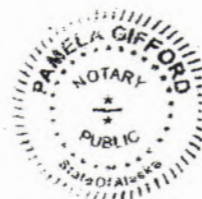
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on this 5th day of April, 2011, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared CODY D. HULTQUIST, to me known and known to me to be the PRESIDENT OF CODY HOMES, INC., and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal on the day and year in this certificate first above written.

Pamela Gifford
Notary Public in and for Alaska

My Commission Expires: May 28, 2011



BENEFICIARY SIGNATURE AND NOTARY BLOCKS



66 of 79
2011-016074-0

BENEFICIARY SIGNATURE AND NOTARY BLOCKS

State of Alaska

Northrim Bank
By: [Signature]
Tara Tetzlaff
Its: Senior Vice President



STATE OF ALASKA

) ss.

THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on this 4th day of April, 2011, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared TARA TETZLAFF, to me known and known to me to be the SENIOR VICE PRESIDENT FOR NORTHRIM BANK, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal on the day and year in this certificate first above written.

[Signature]
Notary Public in and for Alaska
My Commission Expires: October 19, 2013

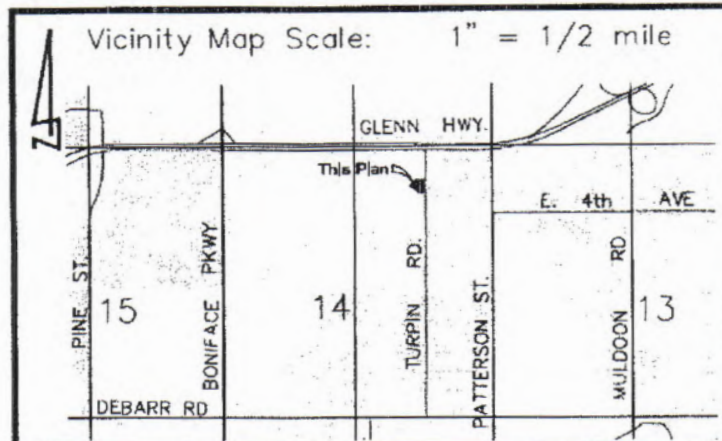


GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

Page 1 of 2



A CONDOMINIUM PLAT OF:

Glenn Abbey Square

Units 1, 2, 3, 19, 20 & 21

Lot 1, Block 2,
Whisperwood Subdivision - Phase 1

Located within the NW 1/4 of the NE 1/4 of Section 14,
T13N, R3W, Seward Meridian, Anchorage Recording
District, Plat 2004-122

S4
Group

Land Surveying
Land Development Consultants
Subdivision Specialists
Construction Surveying

Tom H Dreyer, P.L.S.
124 E 7th Ave.
Anchorage, Alaska 99501
(907) 306-8104
Tom@S4AK.com

Drawn by: CB	Scale 1" = 20'	Grid 1239
Field Book: 103	Job Number 2010-13	Date: 3/24/2011

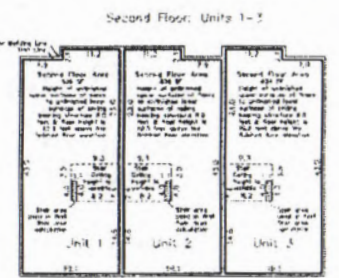
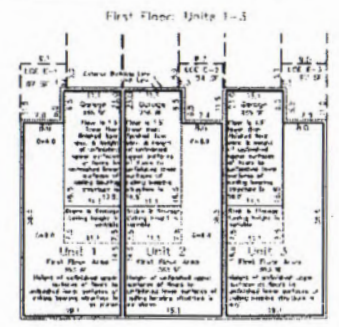
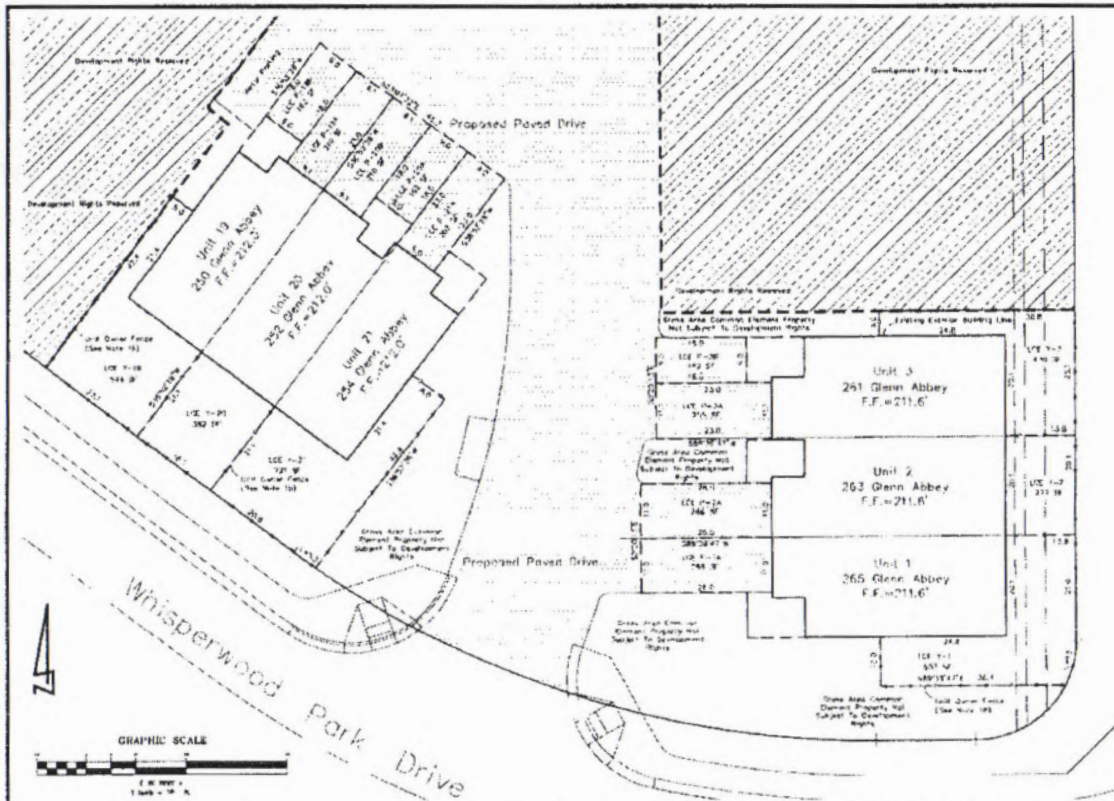


68 of 79
2011-016074-0

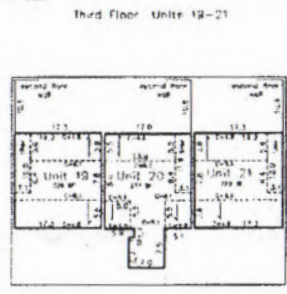
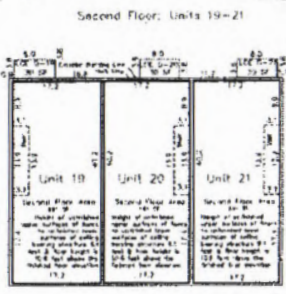
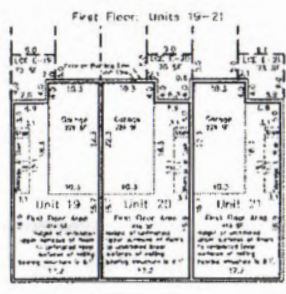
NOTES:

- 1) ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND DECIMAL PORTIONS OF FEET.
- 2) ELEVATION DATUM FOR THE BUILDINGS IS GREATER ANCHORAGE AREA BOROUGH, POST QUAKE, U.S. GEODETIC SURVEY, MEAN SEA LEVEL OF 1972.
- 3) EACH UNIT IS DESIGNATED BY A NUMBER INDICATING THE DESIGNATION OF THE UNIT WITHIN THE PROJECT (I.e. UNIT 1).
- 4) THIS PROJECT IS LOCATED ON LOT 1, BLOCK 2, WHISPERWOOD SUBDIVISION PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NO 2004-122, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA. LOCATED WITHIN THE NW 1/4 OF THE NE 1/4 OF SEC. 14, T13N, R3W, SEWARD MERIDIAN, ALASKA, ANCHORAGE RECORDING DISTRICT.
- 5) THE CONDOMINIUM DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE "COMMON INTEREST OWNERSHIP ACT", ALASKA STATUTE 34.08.
- 6) AREAS OUTSIDE OF UNIT BOUNDARIES AND LIMITED COMMON ELEMENTS, AS SPECIFIED IN THE DECLARATION, ARE COMMON ELEMENTS.
- 7) CERTAIN IMPROVEMENTS WHICH MAY BE BUILT BY DECLARANT AS PART OF ITS SPECIAL DECLARANT RIGHTS, IN ADDITION TO BUILDINGS AND IMPROVEMENTS SHOWN, MAY INCLUDE ROADS, PAVEMENT AND CURBS, STREET LIGHTING, RETAINING WALLS, DRAINAGE SYSTEMS, GRADING, LANDSCAPING, PLANTS, SHRUBS AND TREES, FENCES, SIGNS, PIPES, DUCTS, CABLES, UTILITY WAYS, INFRASTRUCTURE, AND ACCESSORY OR RELATED STRUCTURES AND FIXTURES AND IMPROVEMENTS WHICH ARE REQUIRED BY APPROPRIATE GOVERNMENTAL AUTHORITIES, OR UTILITY COMPANIES, OR WHICH WILL ENHANCE THE COMMUNITY IN THE DISCRETION OF THE DECLARANT. THE IMPROVEMENTS NEED NOT BE BUILT IN ANY PARTICULAR ORDER OR AT ANY PARTICULAR LOCATION IN THE PROPERTY AND WILL HAVE DIMENSIONS CONSISTENT WITH THEIR PURPOSES. PLEASE REFER TO ARTICLE VII OF THE DECLARATION OF LIMITATIONS AND RESERVATIONS FOR THESE RIGHTS.
- 8) UNIT BOUNDARIES SHOWN ARE ACTUAL UNIT BOUNDARIES PER THE DEFINITION OF UNIT IN ARTICLE IV.
- 9) THE PROPERTY DESCRIBED ON THE PLAT AS "PROPERTY SUBJECT TO DEVELOPMENT RIGHTS" IS PROPERTY SUBJECT TO DEVELOPMENT RIGHTS, INCLUDING THE RIGHT OF WITHDRAWAL AND DEVELOPMENT RIGHTS TO ADD UNITS AND CREATE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS, AND OTHER RIGHTS AND LIMITATIONS OF DEVELOPMENT RIGHTS DESCRIBED IN ARTICLE VII OF THE DECLARATION. UNIT AND BUILDING LOCATIONS, DIMENSIONS, AND SHAPES ARE APPROXIMATE AND MAY VARY IN ACCORDANCE WITH DECLARANT OR SITE REQUIREMENT (OR AT DECLARANT'S OPTION). SEE ARTICLE VII OF THE DECLARATION FOR RESERVATIONS AND LIMITATIONS ON DEVELOPMENT RIGHTS.
- 10) LIMITED COMMON ELEMENT YARD ASSIGNED TO UNITS ARE DEPICTED AS Y-1, Y-2
- 11) DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
- 12) AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 19,653.2 S.F. - .45AC.
- 13) DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (I.e. 4'=4.00').
- 14) FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED FEBRUARY 18TH, 2009, SERIAL 2009-010098-0, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
- 15) IMPROVEMENTS WITHIN AREAS DESIGNATED AS PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS MUST BE BUILT SUBJECT TO SPECIAL DECLARANT RIGHTS RESERVED IN ARTICLE VII OF THE DECLARATION.
- 16) UNIT OWNERS MAY CONSTRUCT A LIMITED COMMON ELEMENT FENCE ENCLOSING THEIR YARD IN ACCORDANCE WITH SECTION 6.1(d) OF THE DECLARATION AT THE LOCATIONS SHOWN ON THE PLAT AS 'UNIT OWNER FENCE LOCATION'. IT NEED NOT BE BUILT.
- 17) LIMITED COMMON ELEMENT PARKING SPACES ASSIGNED TO UNITS ARE DEPICTED AS P-1A, P-1B.
- 18) LIMITED COMMON ELEMENT ENTRY INCLUDE UNIT WALKWAYS AND ARE SHOWN ON SHEET 2 AND ARE DEPICTED AS LCE E-1.





- Legend**
- Not part of floor unit area
 - Ceiling height
 - Ceiling slope
 - Limited Common Element
 - Proposed Unit Owner Fence



Page 2 of 2

CONDAMNED PLAT OF
Glenn Abbey Square
 Units 1, 2, 3, 19, 20 & 21

Lot 1, Block 2,
 Whisperwood Subdivision - Phase I

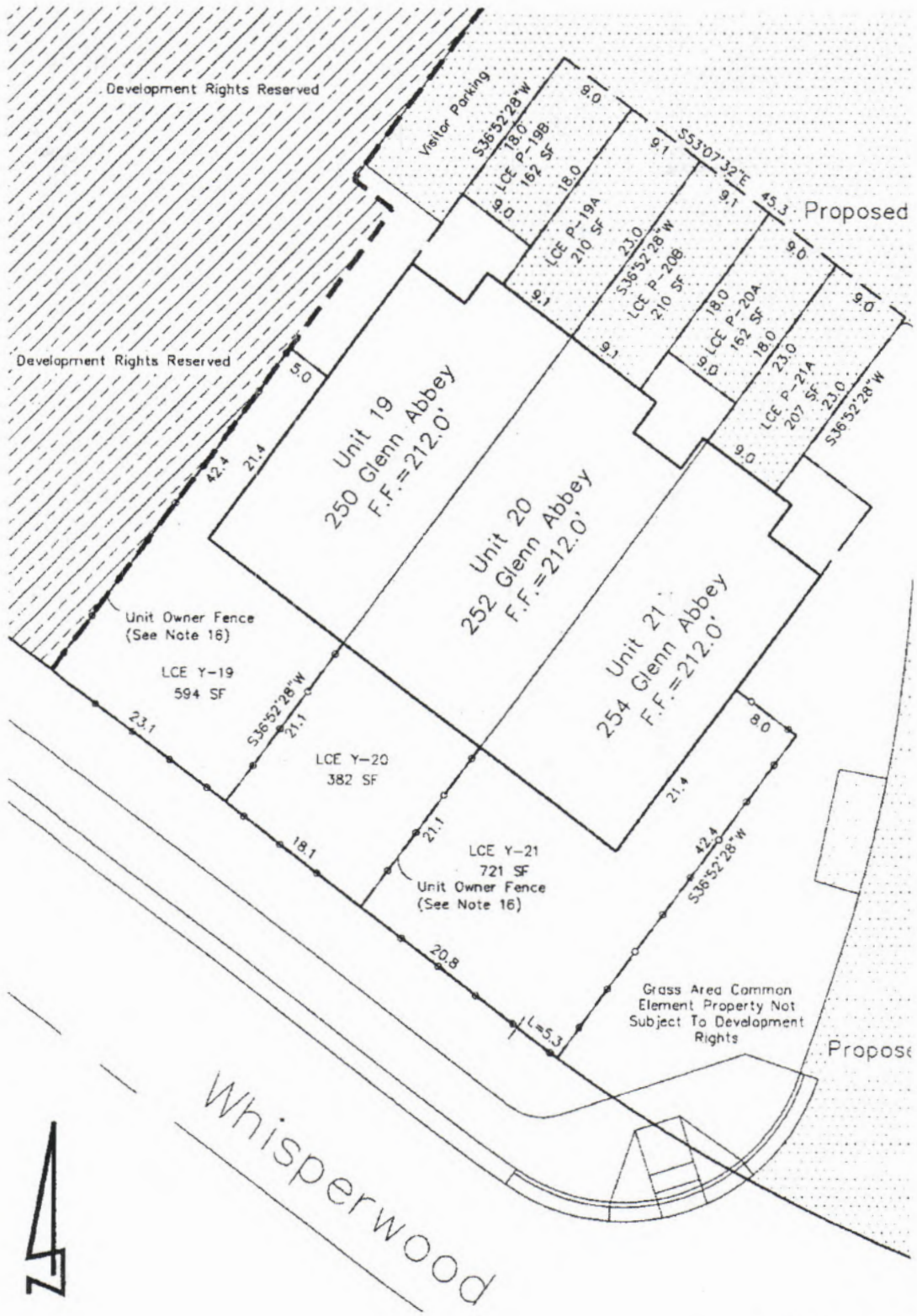
Located within the NW 1/4 of the NE 1/4 of Section 14,
 T11N, R37W, Seward Meridian, Assessor's Recording
 District, Plat 2004-122

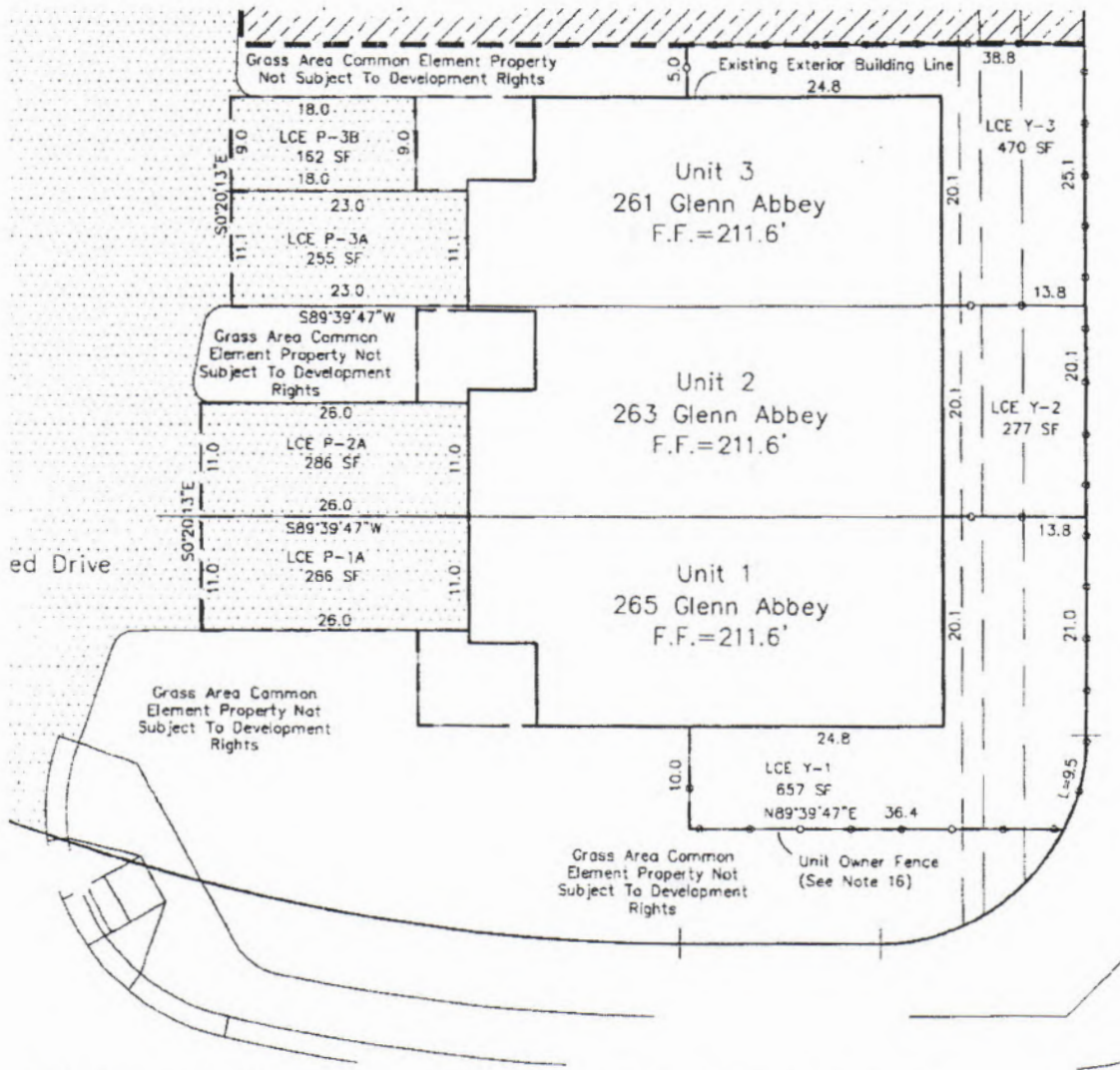
S4
 Group

Prepared by: S4 Group
 Date: 11/11/11

2011-016074-0

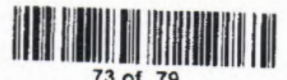


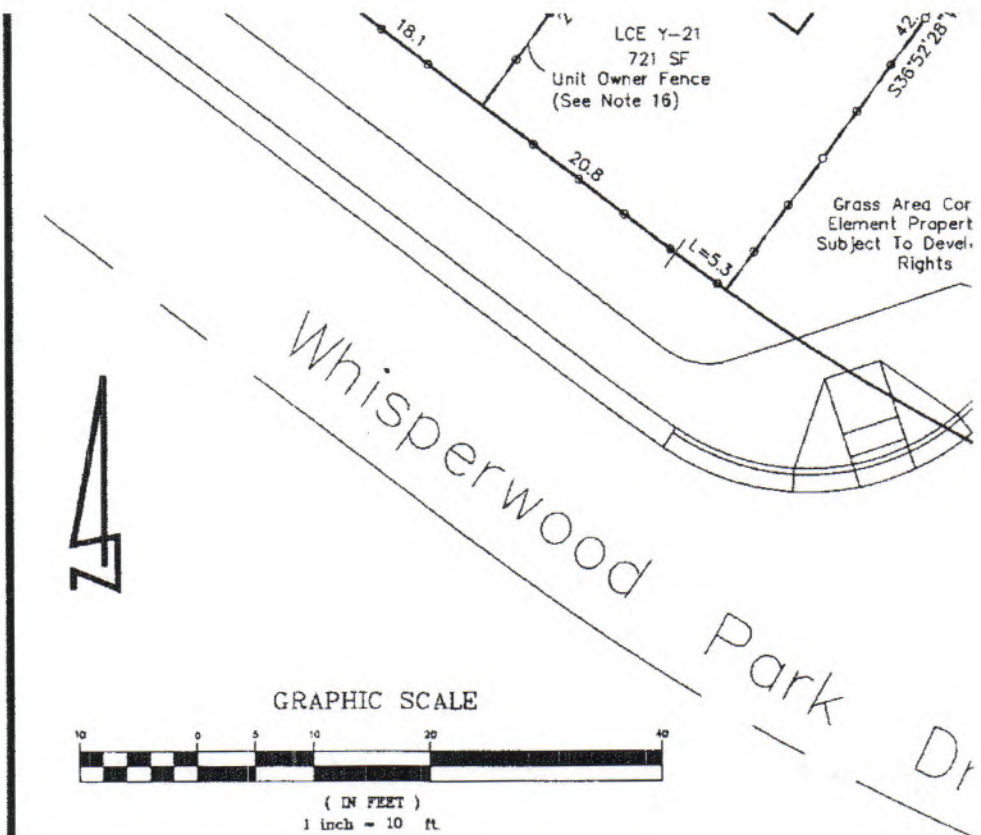




Floor: Units 19-21

Third Floor: Units 19-21



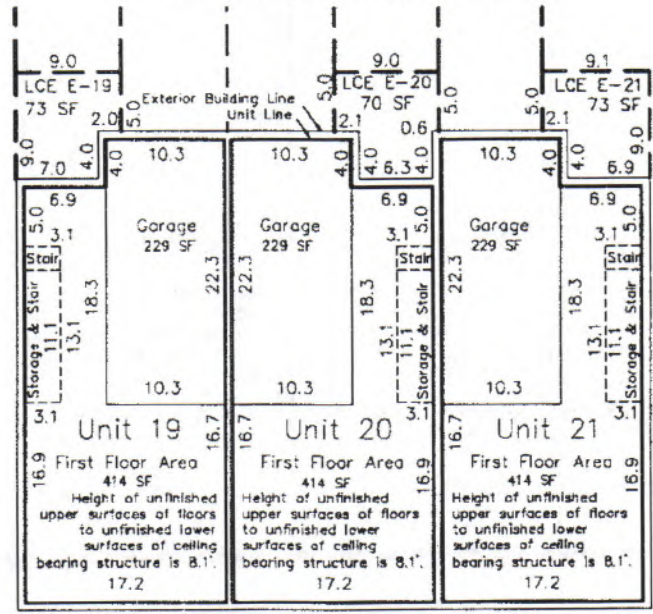


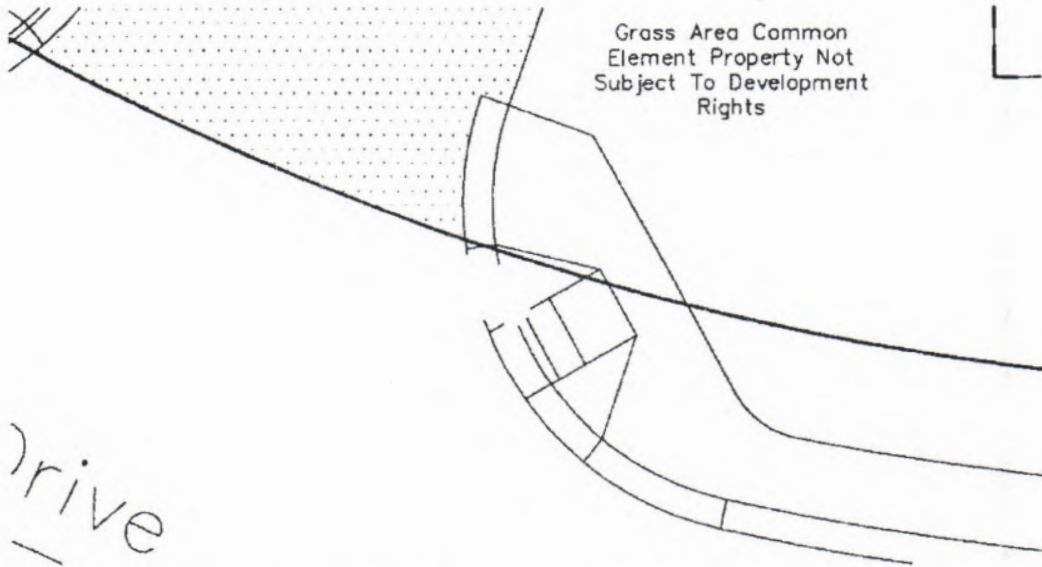
GRAPHIC SCALE



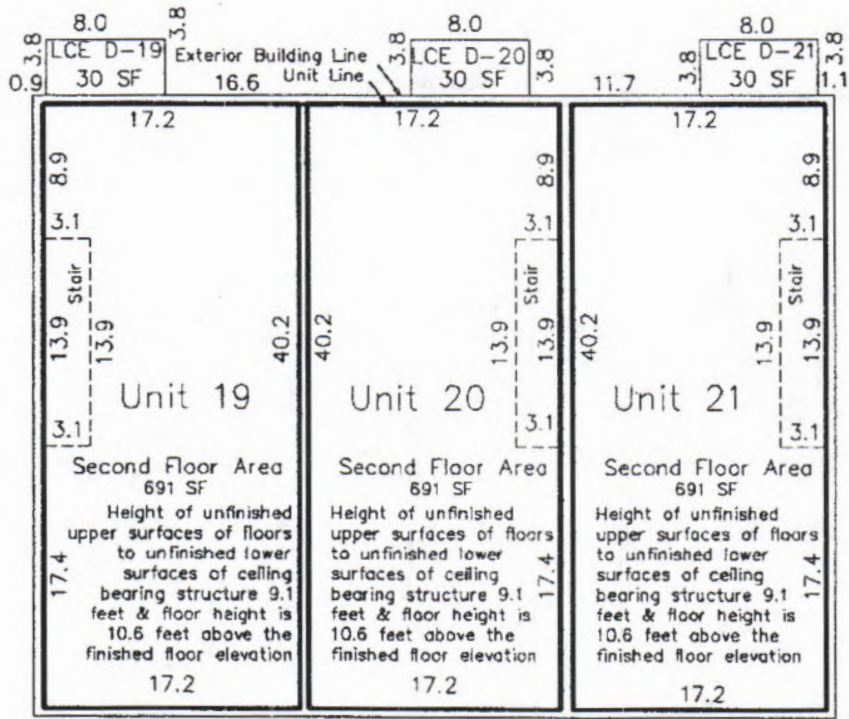
(IN FEET)
1 inch = 10 ft.

First Floor: Units 19-21





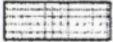


Second Floor: Units 19-21



Stairs
Ceiling height variable and ceiling slopes down.



Legend:

-  Not part of floor unit area
- C= Ceiling height
-  Ceiling slope
- LCE Limited Common Element
-  Proposed Unit Owner Fence

Page 2 of 2

A CONDOMINIUM PLAT OF:

Glenn Abbey Square

Units 1, 2, 3, 19, 20 & 21

Lot 1, Block 2,
Whisperwood Subdivision - Phase 1

Located within the NW 1/4 of the NE 1/4 of Section 14,
T13N, R3W, Seward Meridian, Anchorage Recording
District, Plat 2004-122

S4
Group

Land Surveying
Land Development Consultants
Subdivision Specialists
Construction Surveying

Tom H Dreyer, PLS.
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Anchorage, Alaska 99501
(907) 306-8104
Tom@S4AK.com

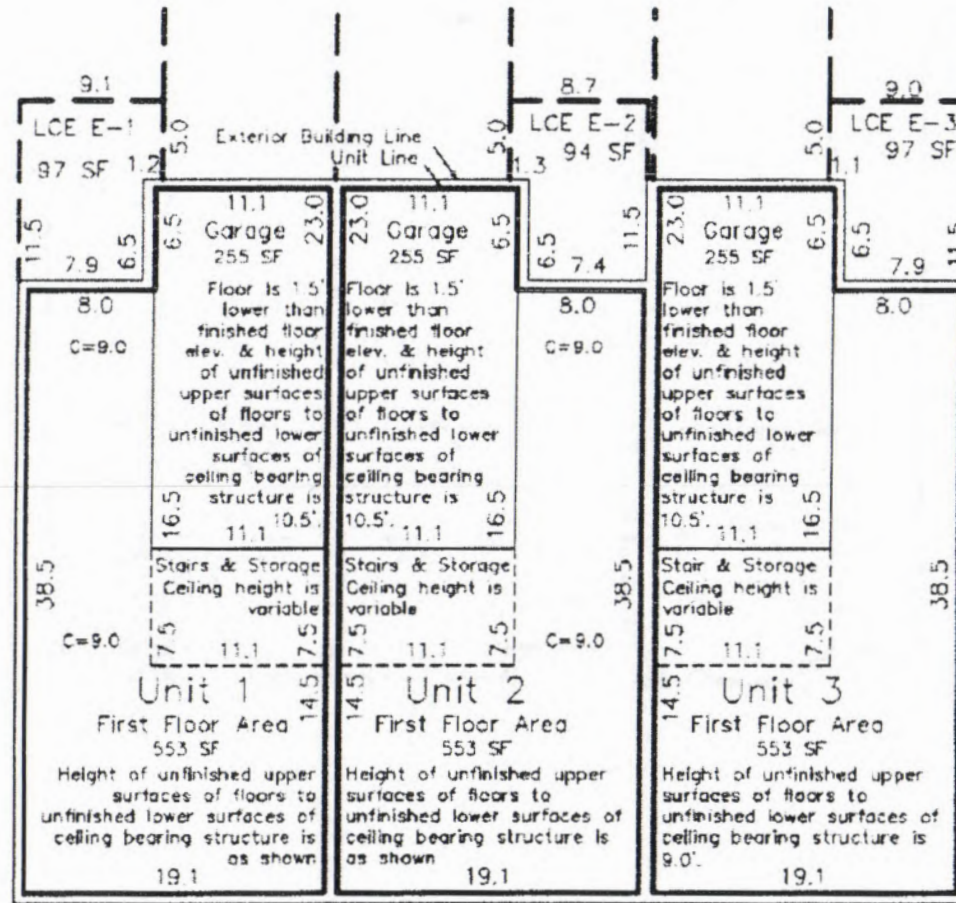
Drawn by: CB	Scale 1" = 10'	Grid 1239
Field Book: 103	Job Number 2010-13	Date: 3/24/2011

2011-016074-0

77 of 79



First Floor: Units 1-3



2011-016074-0

79 of 79

