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ALASKA

DECLARATION

OF

WHISPERWOOD HILL CONDOMINIUMS

AFTER RECORDATION RETURN TO:

James H. McCollum
Law Offices of James H. McCollum, LLC
510 L Street, Suite 540
Anchorage, Alaska 99501

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DECLARATION

WHISPERWOOD HILL CONDOMINIUMS

Declarant, Hultquist Homes Inc., an Alaska corporation, with an office at 360 E. 100th Avenue, 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 Whisperwood Hill Condominiums, 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. Whisperwood Hill Condominiums 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 Whisperwood Hill Condominiums.

Section 1.8 - Declarant. Hultquist Homes Inc., an Alaska corporation, 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 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 to 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 "Whisperwood Hill Condominiums." Whisperwood Hill Condominiums are condominiums.

Section 2.2 - Association. The name of the Association is Whisperwood Hill Condominiums 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 situated on three (3) lots. 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 a maximum of forty-eight (48) Units situated on twenty-four (24) lots.

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 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, porches, and decks 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) Chimneys and the flue thereof will be Limited Common Elements allocated to the Unit containing the fireplace.

(d) Driveways and concrete walkways, the use of which is limited to the Unit as shown on the Plat and Plans.

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

(f) Fences constructed on the yards, the use of which is limited to the Units whose yards adjoin said fence.

(g) Exterior surfaces, trim, and siding will bc Limited Common Elements allocated to the Units sheltered

(h) Address number, Unit letter, and exterior lighting affixed to the building will be Limited Common Elements allocated to the Units served.

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 driveways, walkways, porches, and decks, and 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. Unit Owners are responsible for the maintenance, repair, and replacement of any grass, shrubs, and trees located within the Limited Common Element yard appurtenant to their Unit. Maintenance of the grass, shrubs, and trees on the yards shall be performed in accordance with standards promulgated and provided to Unit Owners from time to time by the Executive Board. Each Unit Owner shall be responsible for removing all cut grass, leaves, dirt, and debris from the porch, yard and deck which are Limited Common Elements appurtenant to his or her Unit. Each Unit Owner shall be responsible for snow and debris removal from their limited common element driveway and walkway appurtenant to their Unit.

(c) Construction and Maintenance of Limited Common Element Fences. Unit Owner's shall have the right to construct a fence that encloses the yard assigned to their Unit at the locations shown on Schedule A-3 of the Declaration. The Executive Board shall specify fence materials and fence design which may be revised from time to time without amending this Declaration. To the extent that a fence separates two fenced yards appurtenant to separate Units, then 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 fenced yards are appurtenant. The cost of construction of the fence shall be that of the Unit Owner constructing the fence around 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 the fences are joined and thereafter shall pay one-half (1/2) of the cost of maintenance, repair and replacement of the shared fence. Upon construction, the fence shall become a part of the Limited Common Elements appurtenant to the Unit or Units responsible for the maintenance of that portion of the fence.

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 forty-four (42) Units situated on twenty-one (21) Lots, Common Elements, and Limited Common Elements on the area shown on the Plat as "Property Subject to Development Rights."

(b) The right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the Common Interest Community for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the Property. 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 "Property Subject to Development Rights" from the Common Interest Community.

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 forty-two (42) additional Units may be created on twenty-one (21) Lots 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 Property Subject to Development Rights 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 and create new Units was last exercised.

(iv) five (5) years after the first Unit is conveyed to a Unit Owner other than a Declarant.

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 forty-eight (48) Units in the Common Interest Community. If all forty-eight (48) Units are created each Unit will have a 2.083% 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 (1) 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.

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 residential use as a single-family residence 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, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more permanent occupants than two per bedroom (pursuant to Anchorage Code of Ordinances, Chapter 15.10.020 Housing Maintenance and Occupancy code), as designated on the plans on file with the building official of the Municipality of Anchorage.

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

(c) 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) 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. Off road use of snow machines, three wheelers or four wheelers, all terrain vehicles or motorcycles within the Community is expressly prohibited. Unit Owners permitted to have 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.

(e) Immoral and Improper Use. No immoral, improper, offensive or unlawful use may be made of the Units, and 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.

(f) Signs. Except for Community Common Element monument, parking and street signage, no signs whatsoever shall be displayed to the public view except a sign of not more than five (5) square feet advertising the property for sale or rent, or a sign used by the Declarant to advertise the Property during the Unit sales or construction period.

(g) Garbage and Refuse Disposal. Trash, garbage or other waste shall be wrapped in a secure package and deposited into a container approved by the Association. No outside burning of trash or garbage is permitted. No portion of the Property shall be used for the storage of building materials, refuse, or any other materials. Individual arrangements by Unit Owners for the removal of bulky items, not being normal household refuse, such as mattresses, furniture, appliances and construction materials shall not be placed outside earlier than the day of pick-up scheduled by the Unit Owner.

(h) Parking and Vehicles and Storage.

(i) No campers, boats or motor homes, dump trucks, or heavy equipment such as bulldozers and graders may be kept on Limited Common Element driveways or on the Community streets. Recreational vehicles, campers, boats and snow machines may be kept within each Unit's Limited Common Element rear yard area.

(ii) Street parking is permitted in the Community in accordance with Anchorage Municipal Code and Regulations.

(iii) No repair, restoration or disassembly of vehicles shall be permitted within a Limited Common Element driveway or on the Common Elements except

for emergency repairs thereto and only to the extent necessary to enable movement thereof to a proper repair facility.

(iv) No junk vehicle shall be parked within Limited Common Element driveways or on the Common Elements. 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.

(v) Except for vehicles belonging to Declarant and its subcontractors 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. No part of the Property may be used for the storage of equipment, materials or merchandise used or to be sold in a business or trade.

(vi) Vehicles parked in violation of these restrictions may be towed by the Association.

(i) 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.

(j) Antennas and Satellite Dishes.

(i) Federal Communications Regulations. The Declarant is permitted by Federal Communications Commission (FCC) Regulations to impose reasonable restrictions relating to the installation of satellite dishes and antenna on the Common Elements and Limited Common Elements. Unit Owners who choose to place a single satellite dish on the Common Element roof directly over their Unit or within their deck area shall comply with the following restrictions as a condition of installing such equipment. The intent is to permit satellite dish or antenna installation and concurrently maintain the existing architectural integrity, harmony of general design and character of Whisperwood Hill Condominiums. Placement of a satellite dish or antenna within the Unit is unrestricted.

(ii) Color Options. Satellite dish color shall be neutral tones of gray only. No commercial advertising on the Satellite Dish itself is permitted other than the brand name.

(iii) Satellite Placement and Wiring. Roof or deck penetration providing satellite wiring connectivity to the satellite dish shall be completed in a professional workmanlike manner by a licensed bonded and insured installer, approved by the Association and such approval shall not be unreasonably

withheld. Installation shall not interfere with cable, telephone or electrical systems of neighboring Units.

(iv) Location. A satellite dish installed on the roof shall be installed so as not to protrude beyond four feet (4') above the roof line of the Unit. A satellite dish or antenna installed within a Unit deck area shall not be placed on or hung from a deck railing or protrude beyond the Limited Common Element deck or patio boundary. Installation in or on the Common Elements, except upon the roof is strictly prohibited.

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

(vi) Maintenance. No satellite or antenna installation on the roof shall be permitted to fall into disrepair or to become unsightly. Unit Owners have the sole responsibility of maintaining the installation and repair of their satellite dish, antenna and related equipment. In the event that a satellite dish or antenna 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 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 Common Elements or Limited Common Elements of the Unit must be repaired. The Owners Association may repair damages not repaired by the Unit Owner and assess reasonable costs against the Unit Owner.

(k) Pets. No animals, livestock, or poultry shall be kept on a Unit except that domestic dogs, cats, fish, and birds inside bird cages may be kept as household pets, provided they are not kept, bred, or raised for commercial purposes or in unreasonable quantities.

(i) Two (2) domestic pets, being either two (2) dogs or two (2) cats or one (1) dog and one (1) cat, of gentle disposition may be kept in a Unit.

(ii) Unit Owner's shall hold the Association harmless from all claims resulting from the actions of his or her pet. No vicious dog (as defined by the Anchorage Municipal Code) shall be kept in a Unit.

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

(iv) 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.

(v) 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 Board of Directors shall be permanently removed from the Community.

(l) 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.

(m) Holiday Lighting. Temporary decorative holiday lighting is permitted commencing the day after Thanksgiving and shall be removed no later than February 1st.

(n) 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.

(o) Landscaping. The Common Elements shall be maintained by the Association. Unit Owners are not permitted to alter Common Element landscaping without approval of the Board.

(p) 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**.

(q) Water and Sewer. No individual well, water system, or septic system shall be allowed.

(r) Basketball and Baseball Equipment. Basketball hoops, backboards, baseball cages, hockey 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 cages or recreation apparatus may be attached to the Common Elements.

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

A Common Element not previously allocated as a Limited Common Element may be so allocated only pursuant to provisions in Article 23.2 of the Declaration. The allocations will be made by amendment to the Declaration, specifying to which Unit or Units the Limited Common Element is allocated.

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.

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.

Section 12.3 - Landscaping Within Limited Common Elements. Unit Owners may make exterior Improvements within or as a part of Limited Common Element yard area as shown on the Plat attached as Schedule A-3 to the Declaration, to include planting of gardens, hedges, shrubs, walks, benches, and architectural conceits, provided they are undertaken with the permission of the Executive Board or a covenants control committee established for such purpose, if any. Unit Owners shall first submit complete plans for review by the Executive Board as to consistency with the style and character of the Common Interest Community. No approval will be awarded without Notice and Comment given to the Unit Owners. It is the intent to provide for limited individualization of the appearance of the yards while retaining a style and character consistent with the Common Interest Community.

The applicant will pay for the cost of preparation of the application, the cost of professional review, if deemed required by the review entity and all costs of permits and fees.

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. 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 Schedules A-3 previously recorded if the Schedules otherwise conform 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 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:

(a) the Common Interest Community contains fifty (50) or more Units, in which case the cost of the audit shall be a Common Expense; or

(b) 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 under Article XXI or XXII 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 in segregated accounts 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 Two Hundred Fifty Dollars and Zero Cents ($250.00) as per Unit Owner affected 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:

"Whisperwood Hill Condominiums 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.

(a) Other Provisions. Insurance policies carried pursuant to this Section shall provide that:

(i) 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.

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

(iii) 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.

(iv) 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.

(v) 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.

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 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 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 nor 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 3rd day of March, 2005.

Signed, Sealed and Delivered
in the Presence of:

HULTQUIST HOMES, INC.
Declarant

By: David D Hultquist
David D. Hultquist
Its: President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 3rd day of March, 2005, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **DAVID D. HULTQUIST**, to me known and known to me to be the President of HULTQUIST HOMES, INC., and known to me to be the person who signed the foregoing instrument, on behalf of said corporation.

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

KARA S. STRONG NOTARY PUBLIC State Of Alaska

Kara S Strong
Notary Public in and for Alaska
My Commission Expires: 3-18-06

APPROVAL OF LENDER

The undersigned is the beneficiary under the following Deeds of Trust:

1. Construction Deed of Trust dated January 6, 2005 and recorded on the 14th day of January, 2005, Serial No. 2005-002893-0, in the Anchorage Recording District, Third Judicial District, State of Alaska; and

2. Deed of Trust dated January 7, 2005 and recorded on the 14th day of January, 2005, Serial No. 2005-002894-0, in the Anchorage Recording District, Third Judicial District, State of Alaska.

The undersigned beneficiary approves the foregoing Declaration of Whisperwood Hill Condominiums ("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: March 3, 2005.

KEY BANK OF WASHINGTON

By: _____
Kathleen Herdlein
Vice President

STATE OF ~~WASHINGTON~~ Alaska)
) ss.
COUNTY OF _____)

THIS IS TO CERTIFY that on this 3 day of March, 2005, before me, the undersigned Notary Public in and for the State of ~~Washington~~ Alaska, duly commissioned and sworn, personally appeared **KATHLEEN HERDLEIN**, to me known and known to me to be the Vice President of KEY BANK of Washington and known to me to be the person who signed the foregoing instrument, on behalf of said corporation.

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

PAMELA GIFFORD NOTARY PUBLIC State Of Alaska

_____
Notary Public in and for State of ~~Washington~~ Alaska
My Commission Expires: 5-28-2007

DESCRIPTION OF COMMON INTEREST COMMUNITY

(Declaration Schedule A-1)

SCHEDULE A-1

DESCRIPTION OF COMMON INTEREST COMMUNITY

PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS

Lot 28, Block 3, WHISPERWOOD SUBDIVISION, according to the official plat thereof, filed under Plat No. 2004-122, records of the Anchorage Recording District, Third Judicial District, State of Alaska; and

Lots 3 and 5, Block 3, WHISPERWOOD SUBDIVISION, according to the official plat thereof, filed under Plat No. 2004-138, records of the Anchorage Recording District, Third Judicial District, State of Alaska;

and as shown on the Plat as "Property Not Subject To Development Rights."

PROPERTY SUBJECT TO DEVELOPMENT RIGHTS

Lot 27 and Lots 29 through 36, Block 3, WHISPERWOOD SUBDIVISION, according to the official plat thereof, filed under Plat No. 2004-122, records of the Anchorage Recording District, Third Judicial District, State of Alaska; and

Lots 1,2,4,6 and Lots 37 through 44 Block 3, WHISPERWOOD SUBDIVISION, according to the official plat thereof, filed under Plat No. 2004-138, records of the Anchorage Recording District, Third Judicial District, State of Alaska;

and shown on the Plat as "Property Subject To Development Rights."

EASEMENTS AFFECTING THE COMMON INTEREST COMMUNITY

SUBJECT TO Reservations and exceptions as contained in the U.S. Patent

FURTHER SUBJECT TO Rights of way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded August 2, 1952, Book 78, Page 56. (Blanket Easement).

FURTHER SUBJECT TO Easement for Sewer lines and appurtenances thereto granted to the GREATER ANCHORAGE AREA BOROUGH, recorded January 19, 1970, Misc. Book 184, Page 41. (Affects: the South 10 feet).

FURTHER SUBJECT TO Right of Way Easement, including terms and provisions thereof, granted to the CITY OF ANCHORAGE, and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded June 17, 1971, Misc. Book 203, Page 167. (Affects a northerly portion).

FURTHER SUBJECT TO Storm Drain Easement and appurtenances thereto granted to the CITY OF ANCHORAGE, recorded May 20, 1982, Book 732, Page 783. (Affects a southerly portion).

FURTHER SUBJECT TO Public Use Easement and appurtenances thereto granted to the CITY OF ANCHORAGE, recorded August 2, 1982, Book 760, Page 809 (Affects a southerly portion).

FURTHER SUBJECT TO Conditions and provisions as contained in NOTES as shown on the Plat of said subdivision.

FURTHER SUBJECT TO SLOPE EASEMENTS, as dedicated and reserved on the Plat of said subdivision.

FURTHER SUBJECT TO EASEMENTS as shown on the Plat of said subdivision.

FURTHER SUBJECT TO Notice of Subdivision Agreement including terms and provisions therof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded March 16, 2004 Instrument No. 2004-017078-0.
NOTE: The above Subdivision Agreement does not create a lien on the subject property.

FURTHER SUBJECT TO Notice of Subdivision Agreement including terms and provisions therof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded April 5, 2004 Instrument No. 2004-022877-0.
NOTE: The above Subdivision Agreement does not create a lien on the subject property.

FURTHER SUBJECT TO Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded August 2, 2004, Instrument No. 2004-056939. (See instrument for areas affected).

TABLE OF INTERESTS

(Declaration Schedule A-2)

SCHEDULE A-2

TABLE OF INTERESTS

Unit No.	Street Address	Percentage Share of Common Elements	Percentage Share of Common Expenses	Vote in the Affairs of the Association	Limited Common Element - Deck (D) Driveway (DW)
3L	6614-L Whisperwood Park Drive	16.666%	16.666%	1	DW-3L/D-3L
3R	6614-R Whisperwood Park Drive	16.666%	16.666%	1	DW-3R/D-3R
5L	6683-L Whispering Loop	16.666%	16.666%	1	DW-5L/D-5L
5R	6683-R Whispering Loop	16.666%	16.666%	1	DW-5R/D-5R
28L	222-L Whisper Knoll Circle	16.666%	16.666%	1	DW-28L/D-28L
28R	222-R Whisper Knoll Circle	16.666%	16.666%	1	DW-28R/D-28R
TOTAL		**100.000%**	**100.000%**	**6**	

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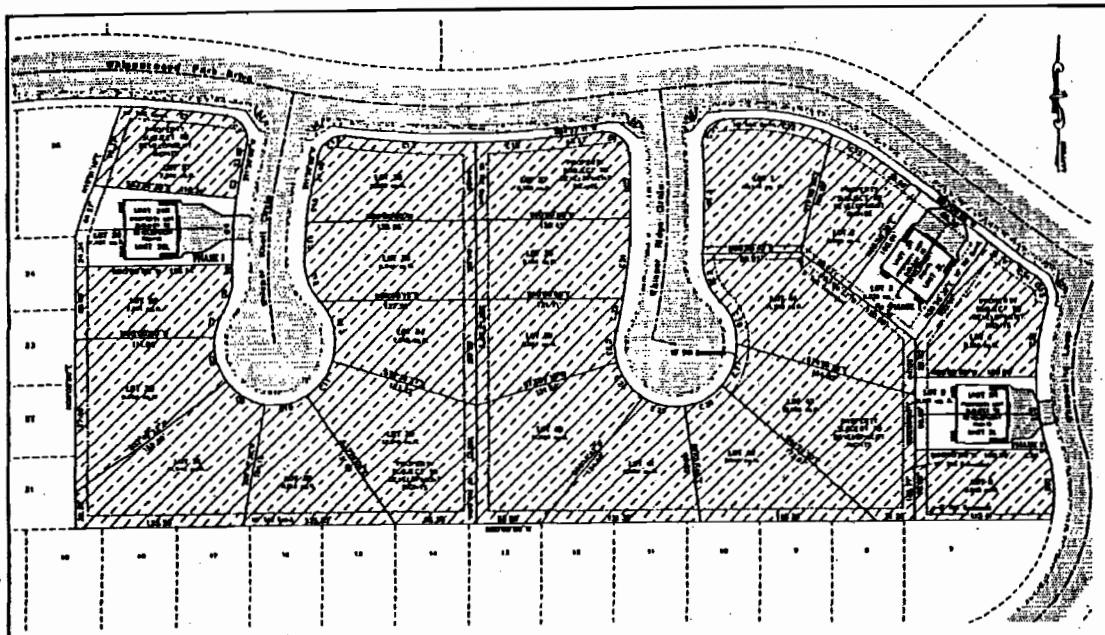
PLAT AND PLANS

(Declaration Schedule A-3)

2005-22

2005-013802-0



WHISPERWOOD HILL CONDOMINIUMS
PHASE 1

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C1	30.00'	25.00'	68°45'00"	S00°37'30"E	28.22'
C2	30.00'	25.00'	68°45'00"	S68°07'30"W	28.22'
C3	30.00'	25.00'	68°45'00"	N22°52'30"W	28.22'
C4	30.00'	25.00'	68°45'00"	N45°22'30"E	28.22'
C5	30.00'	25.00'	68°45'00"	S00°37'30"E	28.22'
C6	30.00'	25.00'	68°45'00"	S68°07'30"W	28.22'
C7	30.00'	25.00'	68°45'00"	N22°52'30"W	28.22'
C8	30.00'	25.00'	68°45'00"	N45°22'30"E	28.22'
C9	30.00'	25.00'	68°45'00"	S00°37'30"E	28.22'
C10	30.00'	25.00'	68°45'00"	S68°07'30"W	28.22'
C11	30.00'	25.00'	68°45'00"	N22°52'30"W	28.22'
C12	30.00'	25.00'	68°45'00"	N45°22'30"E	28.22'
C13	30.00'	25.00'	68°45'00"	S00°37'30"E	28.22'
C14	30.00'	25.00'	68°45'00"	S68°07'30"W	28.22'
C15	30.00'	25.00'	68°45'00"	N22°52'30"W	28.22'
C16	30.00'	25.00'	68°45'00"	N45°22'30"E	28.22'
C17	30.00'	25.00'	68°45'00"	S00°37'30"E	28.22'
C18	30.00'	25.00'	68°45'00"	S68°07'30"W	28.22'
C19	30.00'	25.00'	68°45'00"	N22°52'30"W	28.22'
C20	30.00'	25.00'	68°45'00"	N45°22'30"E	28.22'
C21	30.00'	25.00'	68°45'00"	S00°37'30"E	28.22'
C22	30.00'	25.00'	68°45'00"	S68°07'30"W	28.22'
C23	30.00'	25.00'	68°45'00"	N22°52'30"W	28.22'
C24	30.00'	25.00'	68°45'00"	N45°22'30"E	28.22'
C25	30.00'	25.00'	68°45'00"	S00°37'30"E	28.22'
C26	30.00'	25.00'	68°45'00"	S68°07'30"W	28.22'
C27	30.00'	25.00'	68°45'00"	N22°52'30"W	28.22'
C28	30.00'	25.00'	68°45'00"	N45°22'30"E	28.22'
C29	30.00'	25.00'	68°45'00"	S00°37'30"E	28.22'
C30	30.00'	25.00'	68°45'00"	S68°07'30"W	28.22'
C31	30.00'	25.00'	68°45'00"	N22°52'30"W	28.22'
C32	30.00'	25.00'	68°45'00"	N45°22'30"E	28.22'
C33	30.00'	25.00'	68°45'00"	S00°37'30"E	28.22'
C34	30.00'	25.00'	68°45'00"	S68°07'30"W	28.22'
C35	30.00'	25.00'	68°45'00"	N22°52'30"W	28.22'
C36	30.00'	25.00'	68°45'00"	N45°22'30"E	28.22'
C37	30.00'	25.00'	68°45'00"	S00°37'30"E	28.22'
C38	30.00'	25.00'	68°45'00"	S68°07'30"W	28.22'
C39	30.00'	25.00'	68°45'00"	N22°52'30"W	28.22'
C40	30.00'	25.00'	68°45'00"	N45°22'30"E	28.22'
C41	30.00'	25.00'	68°45'00"	S00°37'30"E	28.22'
C42	30.00'	25.00'	68°45'00"	S68°07'30"W	28.22'
C43	30.00'	25.00'	68°45'00"	N22°52'30"W	28.22'
C44	30.00'	25.00'	68°45'00"	N45°22'30"E	28.22'
C45	30.00'	25.00'	68°45'00"	S00°37'30"E	28.22'
C46	30.00'	25.00'	68°45'00"	S68°07'30"W	28.22'
C47	30.00'	25.00'	68°45'00"	N22°52'30"W	28.22'
C48	30.00'	25.00'	68°45'00"	N45°22'30"E	28.22'
C49	30.00'	25.00'	68°45'00"	S00°37'30"E	28.22'
C50	30.00'	25.00'	68°45'00"	S68°07'30"W	28.22'
C51	30.00'	25.00'	68°45'00"	N22°52'30"W	28.22'
C52	30.00'	25.00'	68°45'00"	N45°22'30"E	28.22'
C53	30.00'	25.00'	68°45'00"	S00°37'30"E	28.22'
C54	30.00'	25.00'	68°45'00"	S68°07'30"W	28.22'
C55	30.00'	25.00'	68°45'00"	N22°52'30"W	28.22'
C56	30.00'	25.00'	68°45'00"	N45°22'30"E	28.22'
C57	30.00'	25.00'	68°45'00"	S00°37'30"E	28.22'
C58	30.00'	25.00'	68°45'00"	S68°07'30"W	28.22'
C59	30.00'	25.00'	68°45'00"	N22°52'30"W	28.22'
C60	30.00'	25.00'	68°45'00"	N45°22'30"E	28.22'
C61	30.00'	25.00'	68°45'00"	S00°37'30"E	28.22'
C62	30.00'	25.00'	68°45'00"	S68°07'30"W	28.22'
C63	30.00'	25.00'	68°45'00"	N22°52'30"W	28.22'
C64	30.00'	25.00'	68°45'00"	N45°22'30"E	28.22'
C65	30.00'	25.00'	68°45'00"	S00°37'30"E	28.22'
C66	30.00'	25.00'	68°45'00"	S68°07'30"W	28.22'
C67	30.00'	25.00'	68°45'00"	N22°52'30"W	28.22'
C68	30.00'	25.00'	68°45'00"	N45°22'30"E	28.22'
C69	30.00'	25.00'	68°45'00"	S00°37'30"E	28.22'
C70	30.00'	25.00'	68°45'00"	S68°07'30"W	28.22'
C71	30.00'	25.00'	68°45'00"	N22°52'30"W	28.22'
C72	30.00'	25.00'	68°45'00"	N45°22'30"E	28.22'
C73	30.00'	25.00'	68°45'00"	S00°37'30"E	28.22'
C74	30.00'	25.00'	68°45'00"	S68°07'30"W	28.22'
C75	30.00'	25.00'	68°45'00"	N22°52'30"W	28.22'
C76	30.00'	25.00'	68°45'00"	N45°22'30"E	28.22'
C77	30.00'	25.00'	68°45'00"	S00°37'30"E	28.22'
C78	30.00'	25.00'	68°45'00"	S68°07'30"W	28.22'
C79	30.00'	25.00'	68°45'00"	N22°52'30"W	28.22'
C80	30.00'	25.00'	68°45'00"	N45°22'30"E	28.22'
C81	30.00'	25.00'	68°45'00"	S00°37'30"E	28.22'
C82	30.00'	25.00'	68°45'00"	S68°07'30"W	28.22'
C83	30.00'	25.00'	68°45'00"	N22°52'30"W	28.22'
C84	30.00'	25.00'	68°45'00"	N45°22'30"E	28.22'
C85	30.00'	25.00'	68°45'00"	S00°37'30"E	28.22'
C86	30.00'	25.00'	68°45'00"	S68°07'30"W	28.22'
C87	30.00'	25.00'	68°45'00"	N22°52'30"W	28.22'
C88	30.00'	25.00'	68°45'00"	N45°22'30"E	28.22'
C89	30.00'	25.00'	68°45'00"	S00°37'30"E	28.22'
C90	30.00'	25.00'	68°45'00"	S68°07'30"W	28.22'
C91	30.00'	25.00'	68°45'00"	N22°52'30"W	28.22'
C92	30.00'	25.00'	68°45'00"	N45°22'30"E	28.22'
C93	30.00'	25.00'	68°45'00"	S00°37'30"E	28.22'
C94	30.00'	25.00'	68°45'00"	S68°07'30"W	28.22'
C95	30.00'	25.00'	68°45'00"	N22°52'30"W	28.22'
C96	30.00'	25.00'	68°45'00"	N45°22'30"E	28.22'
C97	30.00'	25.00'	68°45'00"	S00°37'30"E	28.22'
C98	30.00'	25.00'	68°45'00"	S68°07'30"W	28.22'
C99	30.00'	25.00'	68°45'00"	N22°52'30"W	28.22'
C100	30.00'	25.00'	68°45'00"	N45°22'30"E	28.22'

GRAPHIC SCALE

PHASE 1 LOTS 1, 3 & 4 DEC 9-04

CERTIFICATE OF COMPLETION

NOTARY ACKNOWLEDGEMENT

May 13, 2005

SURVEYOR'S CERTIFICATE

OWNERS CERTIFICATE

NOTARY ACKNOWLEDGEMENT

NOTARY ACKNOWLEDGEMENT

NOTARY ACKNOWLEDGEMENT

NOTES:

SHEET 1 OF 3

A SUBDIVISION PLAT OF
WHISPERWOOD HILL CONDOMINIUMS
UNITS 3L, 3R, 5L, 5R, 28L & 28R
PHASE 1

LOCATED ON:

LOT 3 & 4, BLOCK 2 WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA

LOT 28, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

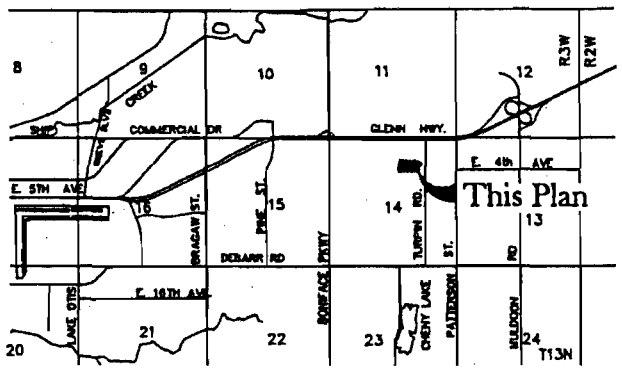
Lantech
PLANNERS
ENGINEERS

51 of 74
2005-013803-0

LS-7839

SHEET 1 OF 3

Vicinity Map Scale: 1"= 1 Mile



A CONDOMINIUM PLAT OF:

WHISPERWOOD HILL CONDOMINIUMS
UNITS 3L, 3R, 5L, 5R, 28L & 28R
PHASE 1

LOCATED ON:

LOTS 3 & 5, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOT 28, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT NO. 2004-122, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ANCHORAGE RECORDING DISTRICT, ALASKA.

lantech

LAND & CONSTRUCTION SURVEYORS-AUTOCAD
440 W BENSON BLVD. SUITE 103
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)
PLANNERS
ENGINEERS

GRID: 1239	SCALE: 1"=40'	DATE: FEB. 14/2005	WO# 2003M42
DRAWN BY: CB			

OWNERS CERTIFICATE

THE UNDERSIGNED, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOTS 27-36, BLOCK 3, WHISPERWOOD SUBDIVISON-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; AND LOTS 1-6 AND 37-44 BLOCK 3, WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NO. 2004-138, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA. LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA, ANCHORAGE RECORDING DISTRICT.

THE UNDERSIGNED AS DECLARANT UNDER THAT CERTAIN DECLARATION FOR WHISPERWOOD HILL CONDOMINIUMS, RECORDED ON THE _____ DAY OF _____, 20__, UNDER SERIAL NO. _____-_____-0 AND AS SET FORTH IN PLAT NO. _____ 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 ELEMENTS AS SHOWN HEREIN.

David D Hultquist

DAVID D. HULTQUIST, PRESIDENT
HULTQUIST HOMES INC.
360 EAST 100TH AVENUE
ANCHORAGE, AK. 99515

NOTARY ACKNOWLEDGMENT

Subscribed and sworn to before me this 1st day of March 2005.

FOR: KARA S. STRONG NOTARY PUBLIC STATE OF ALASKA

3-18-06 — Kara S Strong

My commission expires — Notary Public

BENEFICIARY:

Kathleen K Herdlein

KEY BANK OF WASHINGTON — AUTHORIZED SIGNER/POSITION
601 108TH AVENUE NE
BELLEVUE, WA 98004
KATHLEEN HERDLEIN
VICE PRESIDENT

NOTARY ACKNOWLEDGMENT

Subscribed and sworn to before me this 3 day of March 2005.

FOR: PAMELA A. CLIFFORD NOTARY PUBLIC STATE OF ALASKA

5-28-07 — Pamela A Clifford

My commission expires — Notary Public

LEGEND:

- 8' Long 6' High Privacy Fence
- Concrete
- Pavement
- Overhang
- Deck
- Property Subject To Development Rights

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FT.

PHASE 1 LOTS 1, 3 & 4 DEC 9-04

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C1	85.98	670.00	7°21'10"	N83°37'09"W	85.92
C2	31.90	20.00	91°22'43"	N34°15'13"W	28.62
C3	23.07	400.00	3°18'18"	S09°47'00"W	23.07
C4	53.71	400.00	7°41'39"	S04°17'02"W	53.67
C5	11.71	400.00	1°40'39"	S00°24'07"E	11.71
C6	28.68	50.00	32°51'36"	N15°11'21"E	28.28
C7	22.36	50.00	25°37'34"	S18°48'22"W	22.18
C8	37.73	50.00	43°13'54"	S15°37'22"E	36.84
C9	37.71	50.00	43°12'43"	S58°50'41"E	36.82
C10	36.32	50.00	41°37'29"	N78°44'13"E	35.53
C11	35.42	50.00	40°35'34"	N37°37'41"E	34.69
C12	51.43	50.00	58°56'24"	N12°08'18"W	49.20
C13	37.04	50.00	42°26'40"	S20°23'10"E	36.20
C14	31.10	340.00	5°14'27"	S03°27'24"W	31.09
C15	31.80	340.00	5°21'31"	S08°45'23"W	31.79
C16	30.08	20.00	86°10'39"	S54°31'28"W	27.33
C17	106.14	730.00	8°19'51"	S86°33'08"E	106.05
C18	62.59	730.00	4°54'46"	N86°49'34"E	62.57
C19	31.81	20.00	91°08'25"	N50°03'37"W	28.56
C20	54.31	490.00	6°21'03"	N01°18'53"W	54.28
C21	65.27	490.00	7°37'54"	N05°40'35"E	65.22
C22	27.20	490.00	3°10'51"	N11°04'57"E	27.20
C23	25.03	50.00	28°41'13"	S01°40'14"E	24.77
C24	35.76	50.00	40°58'29"	S36°30'05"E	35.00
C25	35.76	50.00	40°58'29"	S77°28'33"E	35.00
C26	35.76	50.00	40°58'29"	N61°32'58"E	35.00
C27	35.76	50.00	40°58'29"	N20°34'29"E	35.00
C28	38.99	50.00	44°40'50"	N22°15'10"W	38.01
C29	42.94	50.00	49°12'24"	S19°59'23"E	41.63
C30	89.31	550.00	9°18'13"	N00°02'17"W	89.21
C31	31.20	20.00	89°22'02"	S38°59'37"W	28.13
C32	91.07	190.00	27°27'43"	N81°35'30"W	90.20
C33	49.04	190.00	14°47'17"	N60°28'00"W	48.90
C34	17.35	250.00	3°58'34"	S55°03'39"E	17.35
C35	25.48	20.00	72°59'10"	N20°33'21"W	23.79
C36	59.21	210.00	16°09'16"	S07°51'36"W	59.01
C37	60.88	210.00	16°36'40"	S08°31'22"E	60.67
C38	2.58	210.00	0°42'11"	S17°10'47"E	2.58
C39	58.22	120.00	27°47'59"	N03°37'53"W	57.65

WHISPERWOOD HILL CONDOMINIUMS

PHASE 1

A COMMON INTEREST COMMUNITY

INTEREST OWNERSHIP ACT PROVIDES THAT A
IE RECORDED AND A PLAT OR PLAN THAT IS
JM MAY NOT BE FILED UNLESS A
H THE DECLARATION AS EVIDENCE THAT THE
YSTEMS OF EACH BUILDING CONTAINING OR
COMPLETED SUBSTANTIALLY IN

COMPONENTS AND MECHANICAL SYSTEMS
E PLANS.

5th day of February 2005.

State of Alaska
Notary Public
Timothy L. Creary
My commission expires 5-17-2006

Timothy L Creary
Notary Public

OWNERSHIP ACT REQUIRES THAT A
PLAT AND PLAN CONTAINS THE INFORMATION

LANS ARE A TRUE AND CORRECT LAYOUT OF
AN AS-BUILT SURVEY AND THAT THE
34.08.170 IS PROVIDED FOR ON THE PLAT
IND HORIZONTAL BOUNDARIES AND
PRODUCED DIRECTLY FROM ACTUAL
ARE NOT INCLUDED IN THIS CERTIFICATION.

NOTES:

1) ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND DECIMAL PORTIONS OF FEET.
2) ALL BUILDING TIES ARE AT 90° TO THE PROPERTY LINES UNLESS OTHERWISE NOTED.
3) ELEVATION DATUM FOR THE BUILDINGS IS GREATER ANCHORAGE AREA BOROUGH, POST QUAKE, U.S. GEODETIC SURVEY, MEAN SEA LEVEL OF 1972.
4) EACH UNIT IS DESIGNATED BY A NUMBER INDICATING THE DESIGNATION OF THE UNIT WITHIN THE PROJECT(i.e. UNIT 1R).
5) THIS PROJECT IS LOCATED ON LOTS 27-36 BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT 2004-122, AND LOTS 1-6 & 37-44, BLOCK 3, WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT 2004-138 WITHIN NW 1/4 OF NE 1/4, SEC. 14, T13N, R3W, S.M. ALASKA, ANCHORAGE RECORDING DISTRICT.
6) THE CONDOMINIUM DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE "COMMON INTEREST OWNERSHIP ACT", ALASKA STATUTE 34.08.
7) AREAS OUTSIDE OF UNIT BOUNDARIES AND LIMITED COMMON ELEMENTS, AS SPECIFIED IN THE DECLARATION, ARE COMMON ELEMENTS.
8) 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, SIGN, 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.
9) UNIT BOUNDARIES SHOWN ON THIS SHEET ARE ACTUAL UNIT BOUNDARIES DEFINITION OF UNIT IN ARTICLE IV
10) 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.
11) THE PARKING AREAS WITHIN THE ELEMENTS AREAS ARE TEMPORARY PARKING ONLY.
12) DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
13) AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 20,577 S.F. = .47 AC.
14) DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e.4'=4.00')
15) FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED _____, _____, 20__, SERIAL _____-_____-0, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
16) 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.
17) UNIT OWNERS MAY CONSTRUCT A LIMITED COMMON ELEMENT FENCE ENCLOSING THEIR YARD IN ACCORDANCE WITH SECTION 6.1(c) OF THE DECLARATION AT THE LOCATIONS SHOWN ON THE PLAT AS 'UNIT OWNER' FENCE LOCATION.

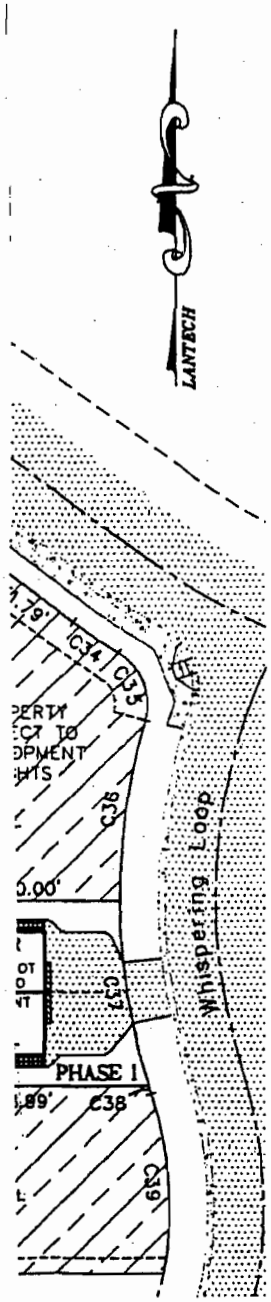
STATE OF ALASKA

2005-013803-0

WHISPERWOOD HILL C

PHASE 1

A COMMON INTEREST COMMUI



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 AND MECHANICAL SYSTEMS ARE SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS.

MICHAEL L. JOKELA, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

NOTARY ACKNOWLEDGMENT

Subscribed and sworn to before me this 28th day of February 2005.

FOR: MICHAEL L. JOKELA

State of Alaska
Notary Public
Timothy L. Creary
My commission expires 5-17-2006

May 17, 2005
My commission expires

Timothy L Creary
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 AND PLANS ARE 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.

MICHAEL L. JOKELA, PLS
LANTECH INC.

NOTE

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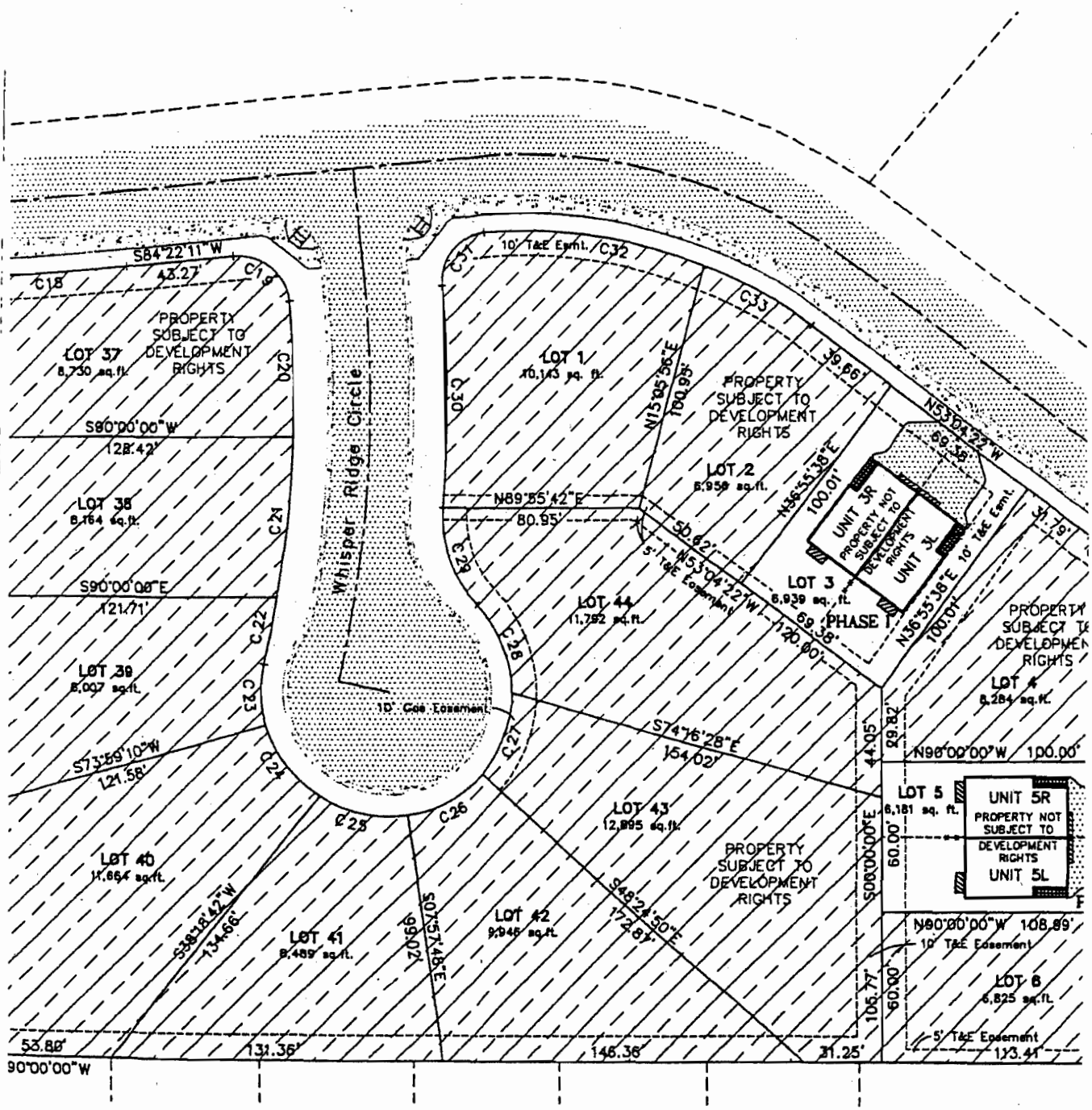
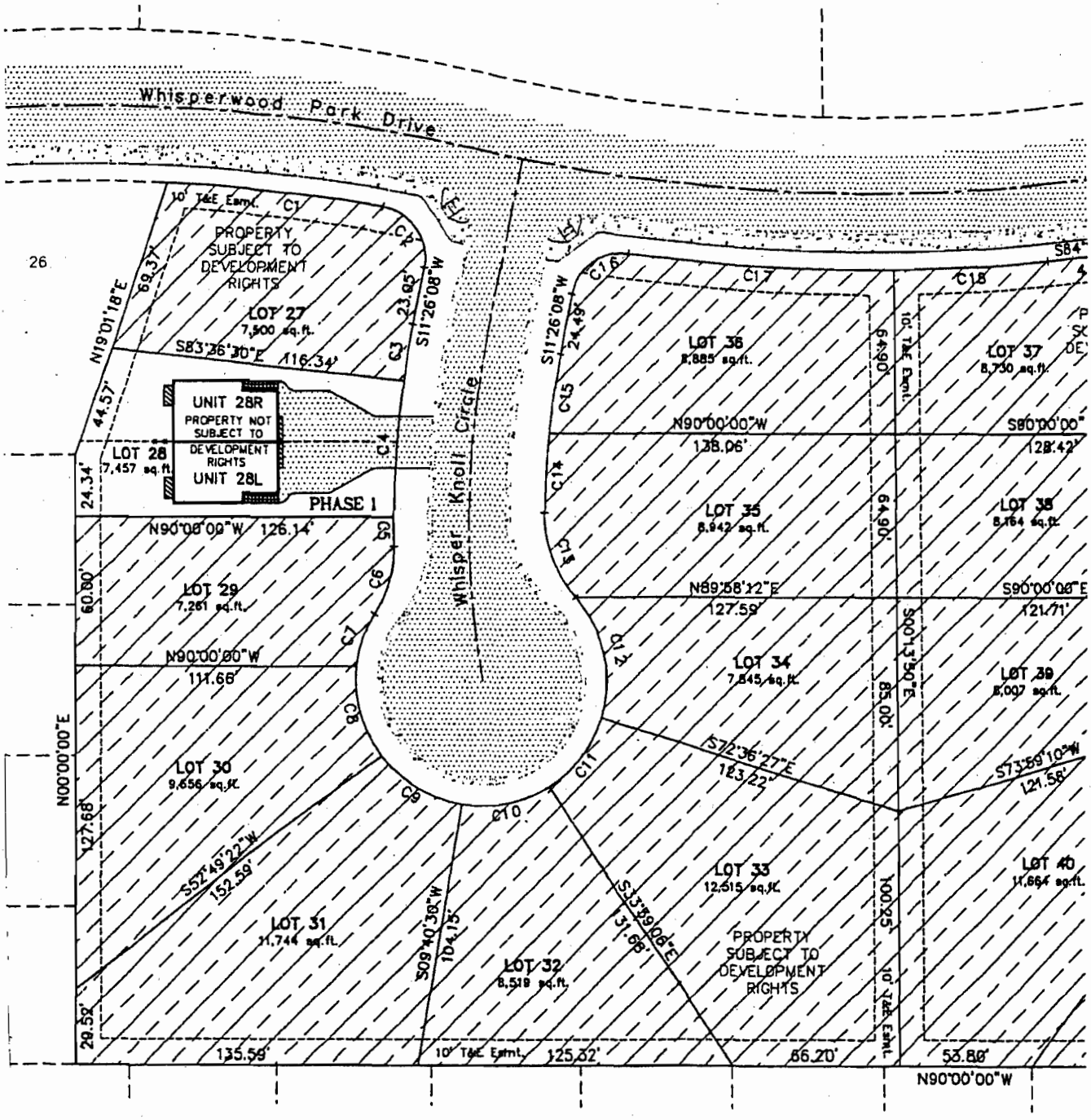
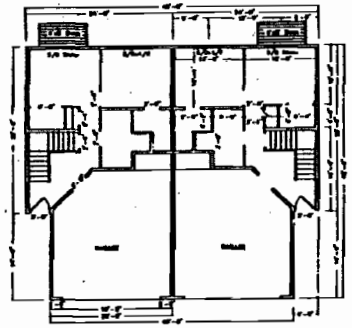
2005-013803-0

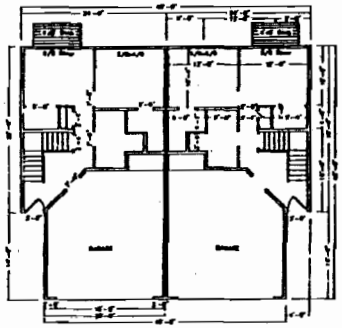

Whisper Ridge Circle
LOT 37
8,730 sq.ft.
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
LOT 38
8,164 sq.ft.
LOT 39
8,007 sq.ft.
LOT 40
11,664 sq.ft.
LOT 41
8,489 sq.ft.
LOT 42
9,945 sq.ft.
LOT 43
12,895 sq.ft.
LOT 44
11,782 sq.ft.
LOT 1
10,143 sq. ft.
LOT 2
6,959 sq.ft.
LOT 3
6,939 sq. ft.
PHASE I
LOT 4
8,284 sq.ft.
LOT 5
6,181 sq. ft.
LOT 6
6,825 sq.ft.
UNIT 3R
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
UNIT 3L
UNIT 5R
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
UNIT 5L
10' Cable Easement
10' T&E Esmt.
5' T&E Easement
S84°22'11"W 43.27'
S80°00'00"W 128.42'
S90°00'00"E 121.71'
S73°59'10"W 121.58'
S38°18'42"W 134.66'
S07°57'48"E 20.66'
S48°24'50"E 172.67'
S74°16'28"E 154.02'
N89°55'42"E 80.95'
N15°05'56"E 100.95'
N53°04'22"W 69.38'
N36°55'38"E 100.01'
N53°04'22"W 120.80'
N90°00'00"W 100.00'
N90°00'00"W 108.89'
S00°00'00"E 60.00'
53.88'
131.36'
146.36'
31.25'
105.77'
113.41'
90°00'00"W

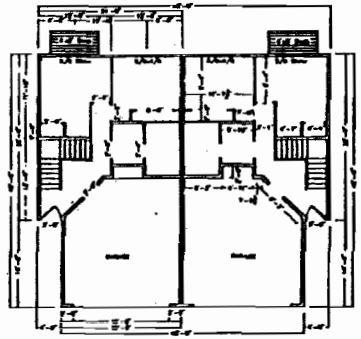

Whisperwood Park Drive
Whisper Knoll Circle
10' T&E Esmt.
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
LOT 27
7,500 sq.ft.
UNIT 28R
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
UNIT 28L
LOT 28
7,457 sq.ft.
PHASE 1
LOT 29
7,261 sq.ft.
LOT 30
9,656 sq.ft.
LOT 31
11,744 sq.ft.
LOT 32
8,518 sq.ft.
LOT 33
12,515 sq.ft.
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
LOT 34
7,845 sq.ft.
LOT 35
8,942 sq.ft.
LOT 36
8,885 sq.ft.
LOT 37
8,730 sq.ft.
LOT 38
8,764 sq.ft.
LOT 39
8,097 sq.ft.
LOT 40
11,664 sq.ft.
N19°01'18"E
69.37'
44.57'
24.34'
S83°36'30"E
116.34'
S11°26'08"W
23.85'
N90°00'00"W
126.14'
60.80'
N90°00'00"W
111.66'
N00°00'00"E
127.68'
S52°49'22"W
152.59'
S09°40'38"W
104.15'
29.52'
135.59'
10' T&E Esmt.
125.32'
S11°26'08"W
24.48'
N90°00'00"W
138.06'
N89°58'12"E
127.59'
S72°36'27"E
123.22'
S13°59'08"E
31.68'
66.20'
64.90'
10' T&E Esmt.
S80°00'00"
128.42'
S90°00'00"E
121.71'
S00°13'50"E
85.00'
S73°59'10"W
121.58'
100.25'
10' T&E Esmt.
53.80'
N90°00'00"W
C1
C2
C3
C4
C5
C6
C7
C8
C9
C10
C11
C12
C13
C14
C15
C16
C17
C18

60 of 74
2006-013803-0

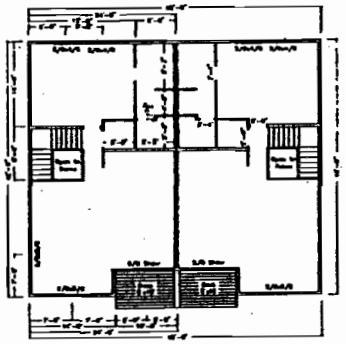
FIRST FLOOR



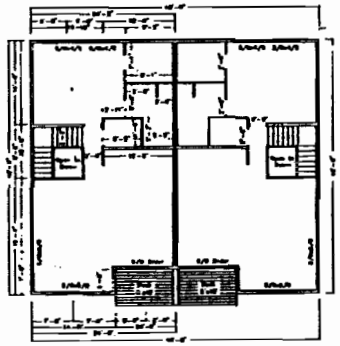




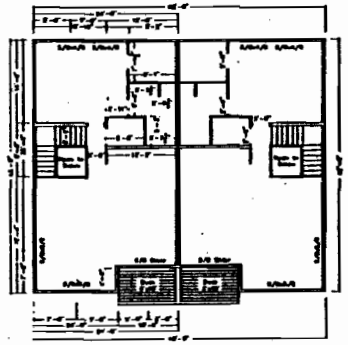
SECOND FLOOR



BARNACLE
UNITS 3L & 3R

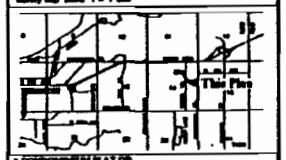


TIDEWATER
UNITS 28L & 28R



BEACHCOMBER
UNITS 5L & 5R

SHEET 3 OF 3



A CONDOMINIUM PLAT OF:
WHISPERWOOD HILL CONDOMINIUMS
UNITS 3L, 3R, 5L, 5R, 28L & 28R
PHASE I

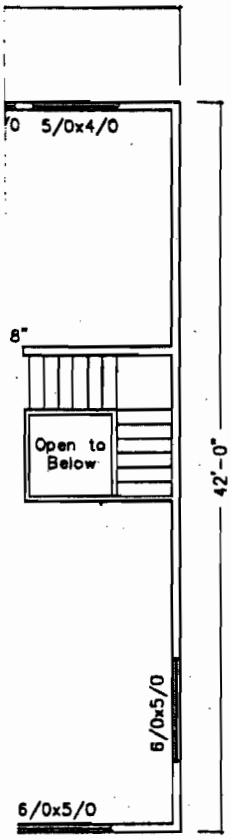
LOCATED ON:
LOTS 3 & 5, BLOCK 3 WHISPERWOOD SUBDIVISION PHASE 2
ACCORDING TO PLAT NO. 2004-135, ANCHORAGE RECORDING
DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOT 28, BLOCK 3 WHISPERWOOD SUBDIVISION PHASE 1
ACCORDING TO PLAT NO. 2004-135, ANCHORAGE RECORDING
DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA

LOCATED WITHIN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15,
TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN,
DISTRICT, ALASKA

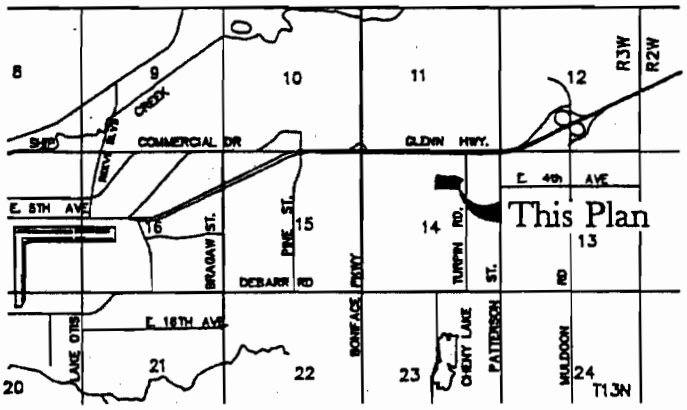
Lantech
PLANNERS
ENGINEERS

UNIT INTERIOR AREAS PER BUILDING PLANS & FIN FLR ELEVATIONS					
UNIT #	FIRST FLOOR S.F.	SECOND FLOOR S.F.	TOTAL LIVING AREA	GARAGE S.F.	FIN FLR. ELEV.
UNIT 3L	524 sq.ft.	846 sq.ft.	1370 sq.ft.	380 sq.ft.	210.0'
UNIT 3R	524 sq.ft.	846 sq.ft.	1370 sq.ft.	380 sq.ft.	209.9'
UNIT 5L	524 sq.ft.	846 sq.ft.	1370 sq.ft.	380 sq.ft.	210.6'
UNIT 5R	524 sq.ft.	846 sq.ft.	1370 sq.ft.	380 sq.ft.	210.8
UNIT 28L	524 sq.ft.	846 sq.ft.	1370 sq.ft.	380 sq.ft.	212.8'
UNIT 28R	524 sq.ft.	846 sq.ft.	1370 sq.ft.	380 sq.ft.	212.8'



SHEET 3 OF 3

Vicinity Map Scale: 1"= 1 Mile



A CONDOMINIUM PLAT OF:

WHISPERWOOD HILL CONDOMINIUMS UNITS 3L, 3R, 5L, 5R, 28L & 28R PHASE 1

LOCATED ON:

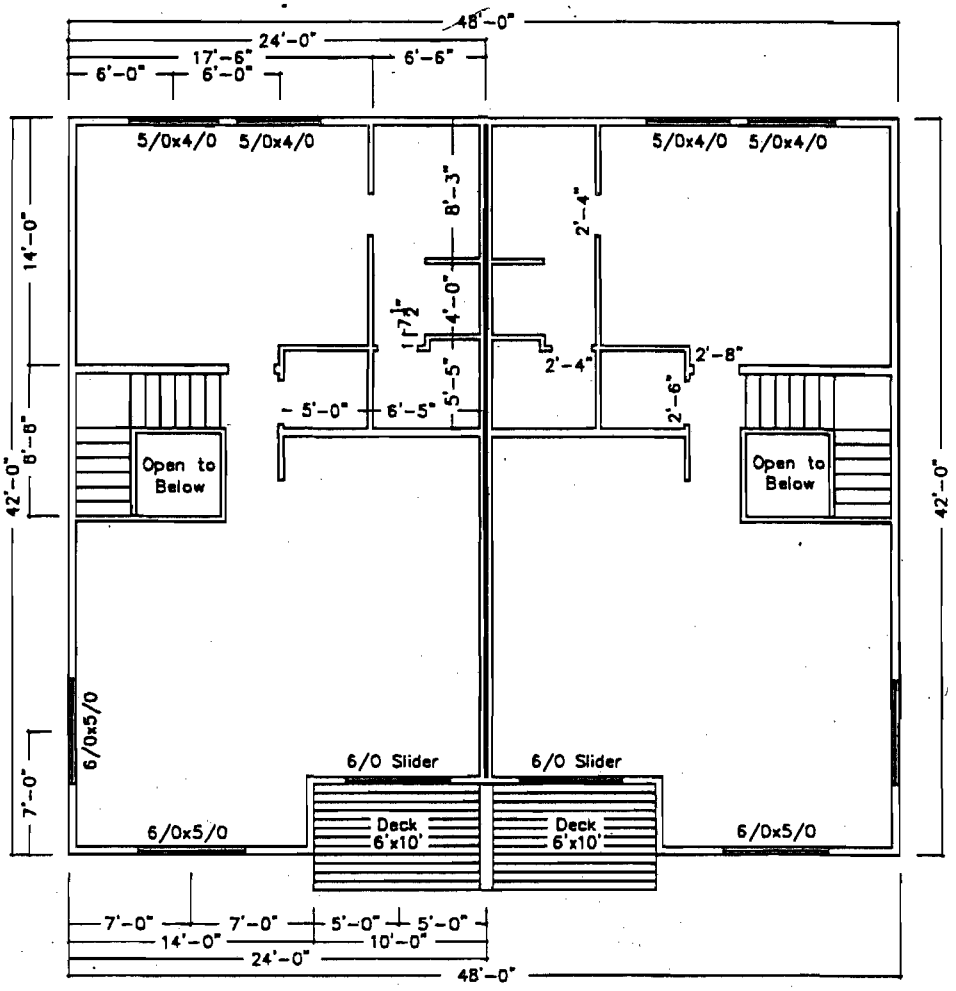
LOTS 3 & 5, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOT 28, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE I ACCORDING TO PLAT NO. 2004-122, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

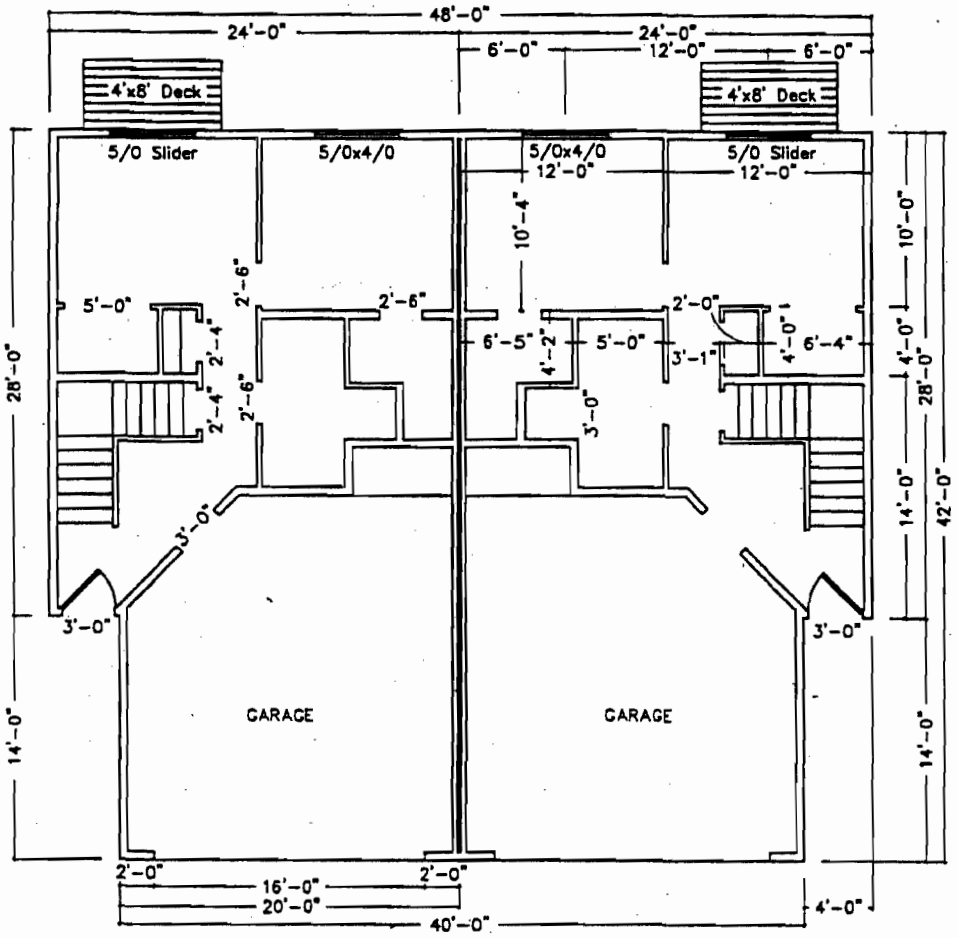
LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ANCHORAGE RECORDING DISTRICT, ALASKA.

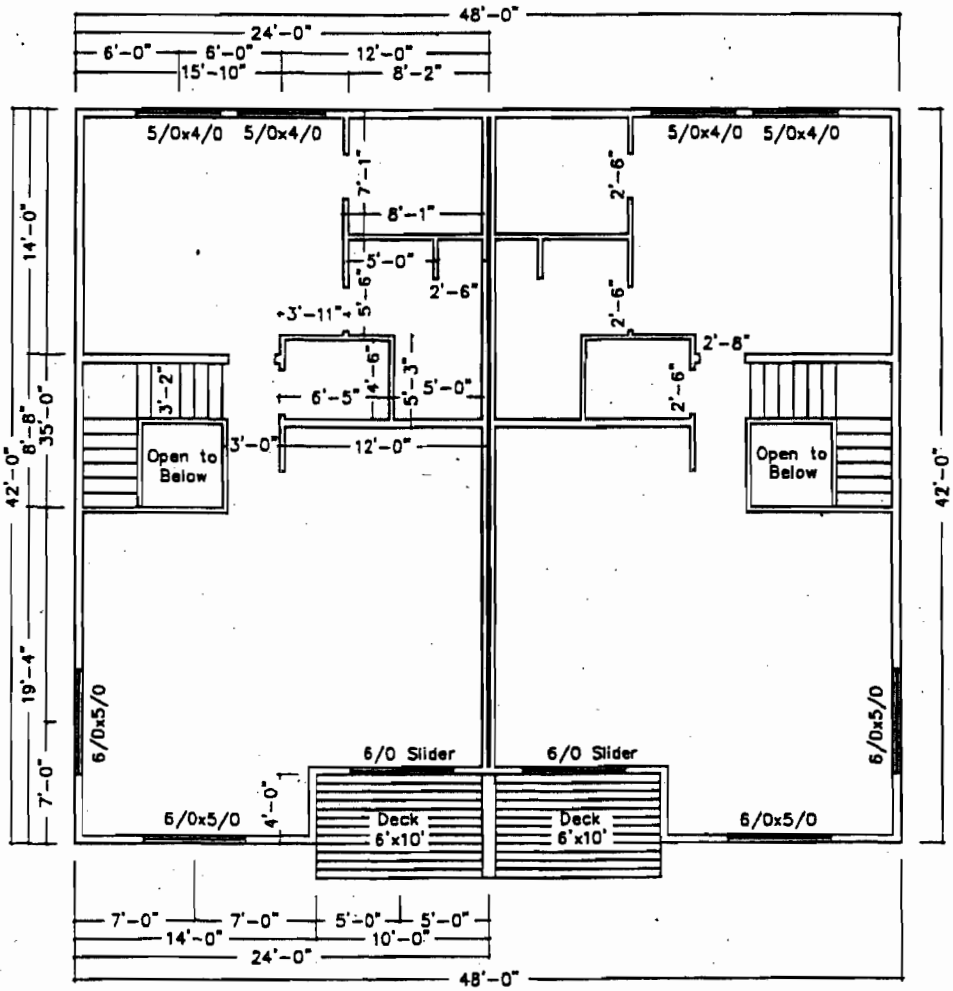
LAND & CONSTRUCTION SURVEYORS*AUTOCAD
PLANNERS
ENGINEERS
440 W BENSON BLVD. SUITE 103
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)

GRID: 1239	SCALE: 1/8"=1'	DATE: FEB. 14/2005	WO# 2003M42
DRAWN BY: CB			



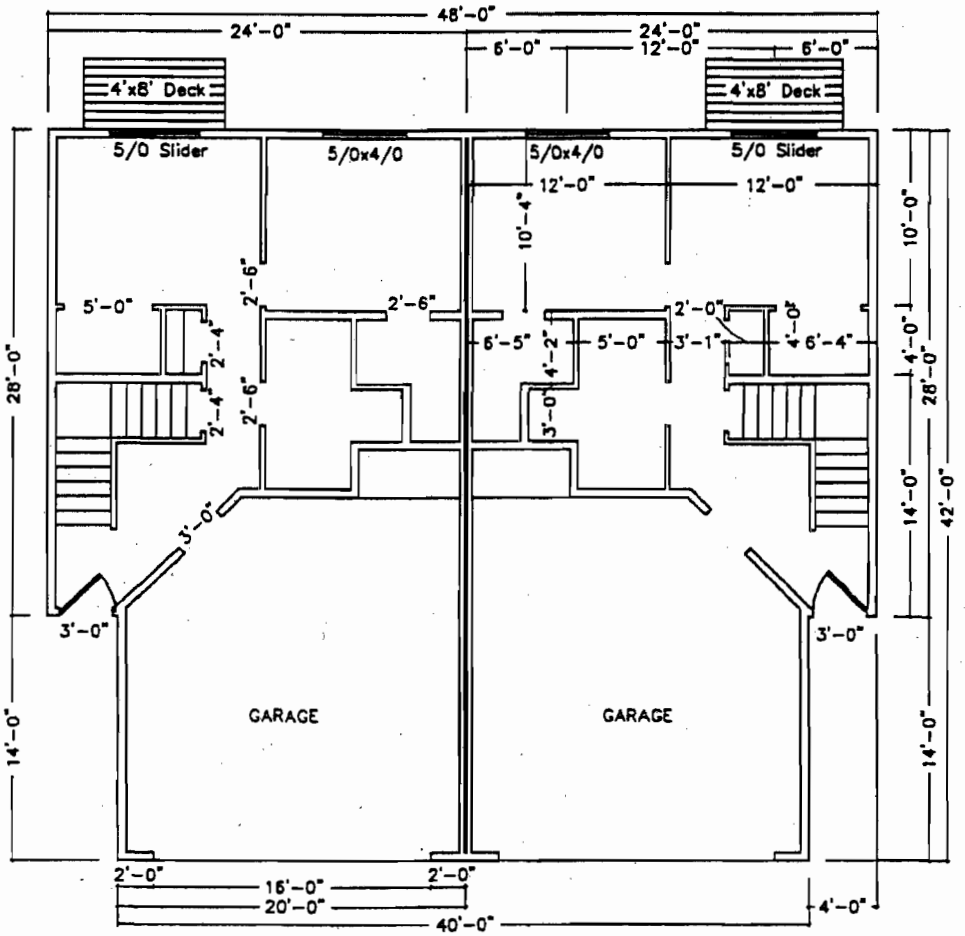
BARNACLE
UNITS 3L & 3R


48'-0"
24'-0"
24'-0"
6'-0"
12'-0"
6'-0"
4'x8' Deck
4'x8' Deck
5/0 Slider
5/0x4/0
5/0x4/0
5/0 Slider
12'-0"
12'-0"
10'-4"
10'-0"
2'-6"
5'-0"
2'-6"
2'-0"
6'-5"
4'-2"
5'-0"
3'-1"
4'-0"
6'-4"
4'-0"
28'-0"
2'-4"
2'-4"
2'-6"
3'-0"
28'-0"
3'-0"
14'-0"
42'-0"
3'-0"
3'-0"
CARAGE
CARAGE
14'-0"
14'-0"
2'-0"
2'-0"
16'-0"
20'-0"
40'-0"
4'-0"

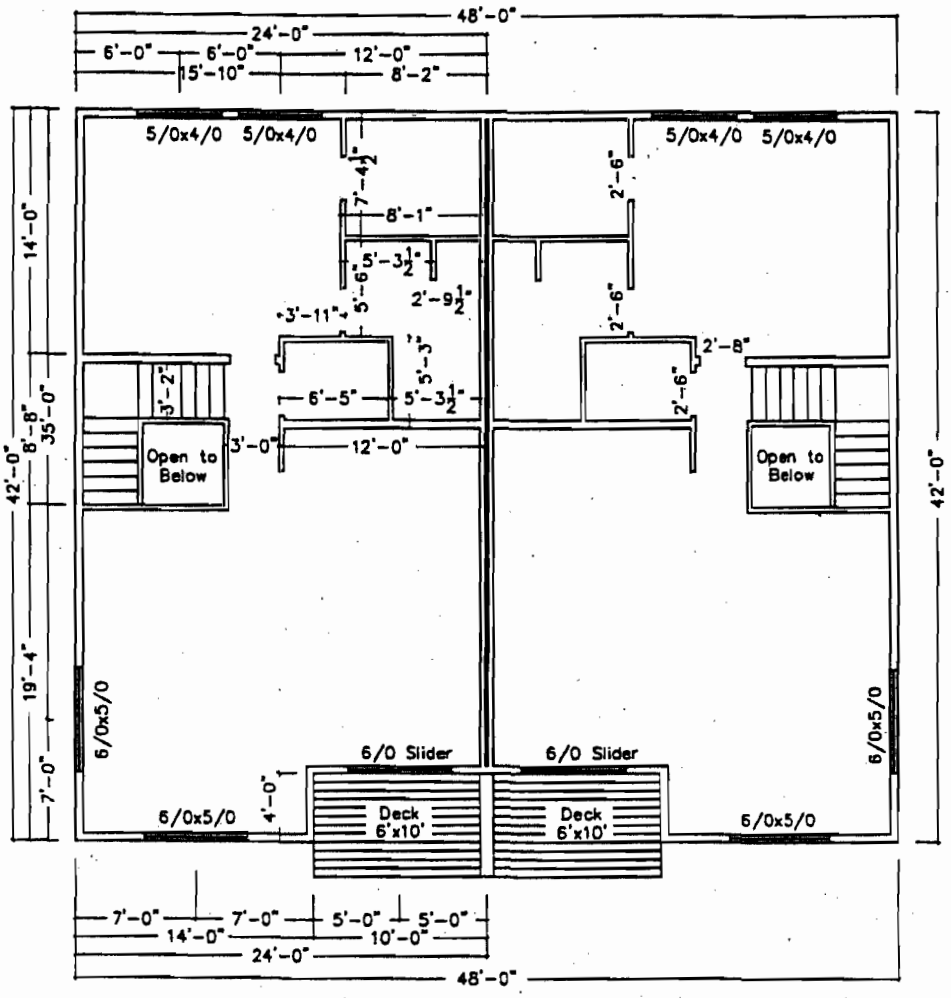


TIDEWATER
UNITS 28L & 28R

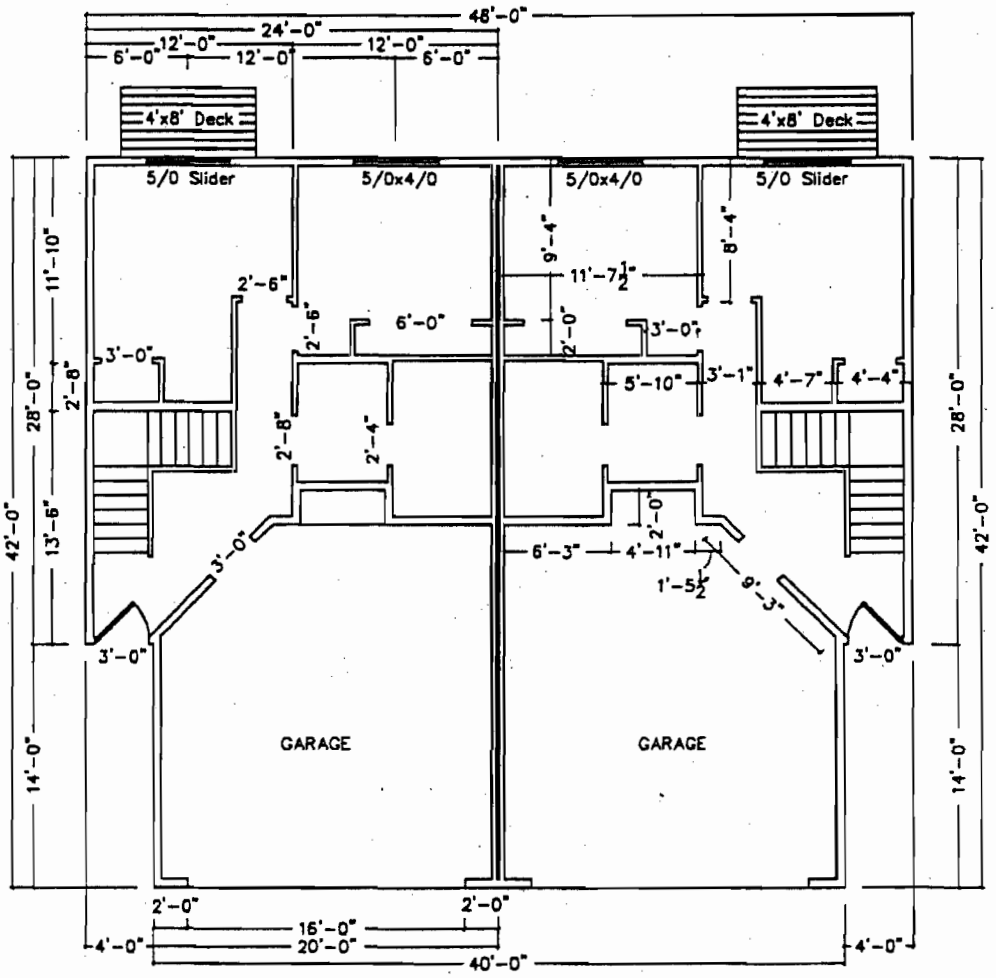
FIRST FLOOR



SECOND FLOOR

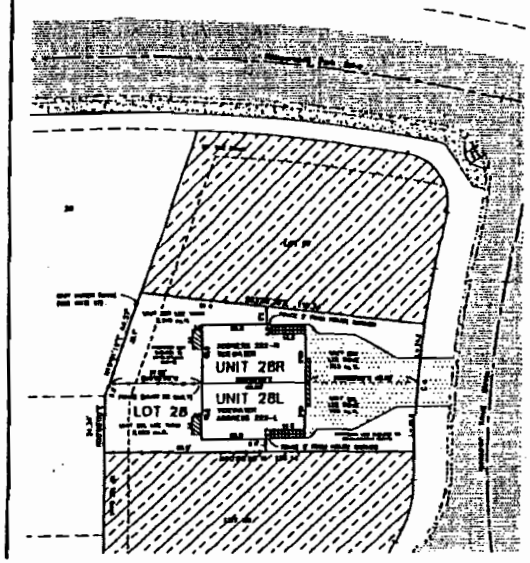


BEACHCOMBER
UNITS 5L & 5R



2006-013803-0

WHISPERWOOD HILL CONDOMINIUMS
PHASE 1
A COMMON INTEREST COMMUNITY

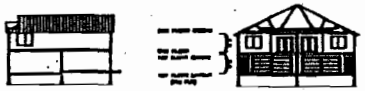


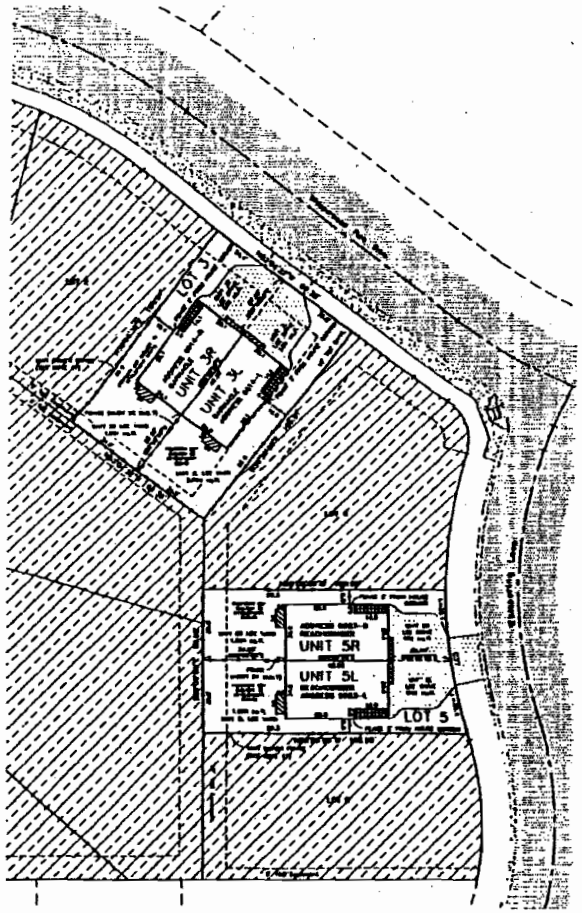
UNITS 28L & 28R

LEGEND:

- 6' Long 6' High Privacy Fence
- Unit Owner Fence
- Concrete
- Paved Drive (must be built)
- Overhang
- Deck
- Existing Paved Road
- Property Subject To Development Rights

FLOOR TO CEILING HEIGHTS





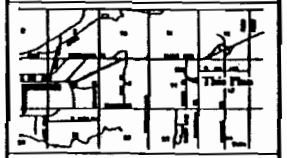
UNITS 3L, 3R, 5L & 5R

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C1	49.74'	100.00'	7°06'39"	S89°39'47"E	49.69'
C2	49.74'	100.00'	28°29'40"	S75°12'54"E	49.24'

GRAPHIC SCALE

(IN FEET)
1 INCH = 20 FT.

SHEET 2 OF 3



A CONDOMINIUM PLAT OF
WHISPERWOOD HILL CONDOMINIUMS
UNITS 3L, 3R, 5L, 5R, 28L & 28R
PHASE 1

LOCATED ON:

LOTS 5 & 6, BLOCK 3 WHISPERWOOD SUBDIVISION PHASE 2 ACCORDING TO PLAT NO. 2004-120, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOT 28, BLOCK 3 WHISPERWOOD SUBDIVISION PHASE 1 ACCORDING TO PLAT NO. 2004-22, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

Lantech

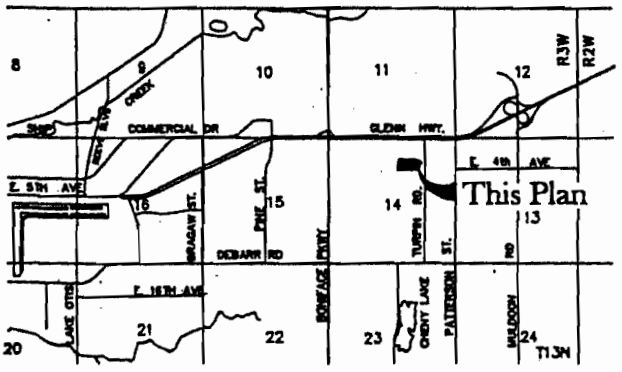
LAND & CONSULTING SURVEYORS AND LAND PLANNING ENGINEERS

20 0 10 20 40 80

(IN FEET)
1 INCH = 20 FT.

SHEET 2 OF 3

Vicinity Map Scale: 1"= 1 Mile



A CONDOMINIUM PLAT OF:

WHISPERWOOD HILL CONDOMINIUMS UNITS 3L, 3R, 5L, 5R, 28L & 28R PHASE 1

LOCATED ON:

LOTS 3 & 5, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOT 28, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT NO. 2004-122, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ANCHORAGE RECORDING DISTRICT, ALASKA.

lantech
LAND & CONSTRUCTION SURVEYORS-AUTOCAD
PLANNERS
ENGINEERS
440 W BENSON BLVD. SUITE 103
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)

GRID: 1239	SCALE: 1"=20'	DATE: FEB. 14/2005	WO# 2003M42
DRAWN BY: CB			

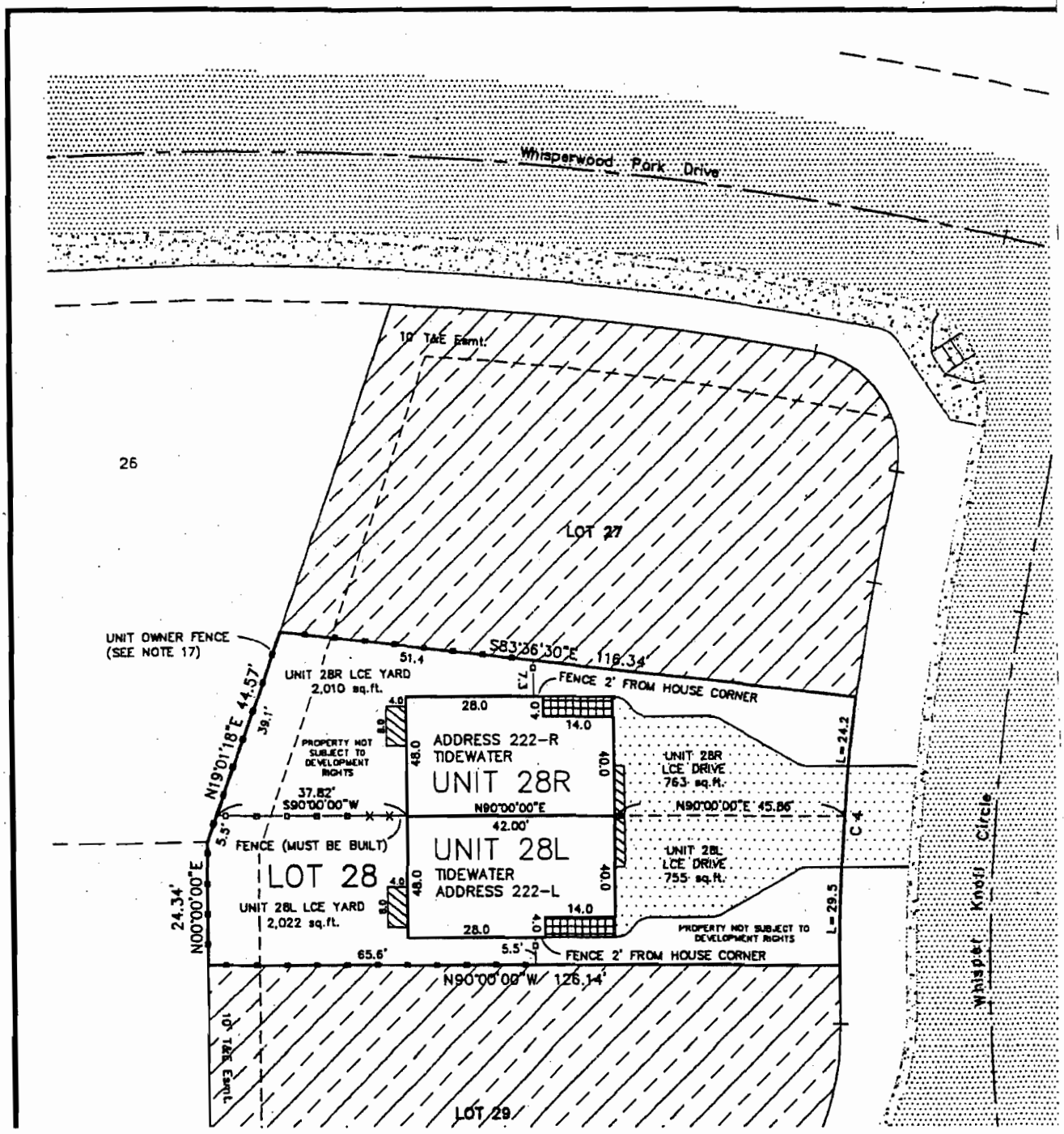
WHISPERWOOD HILL CONDOMINIUMS

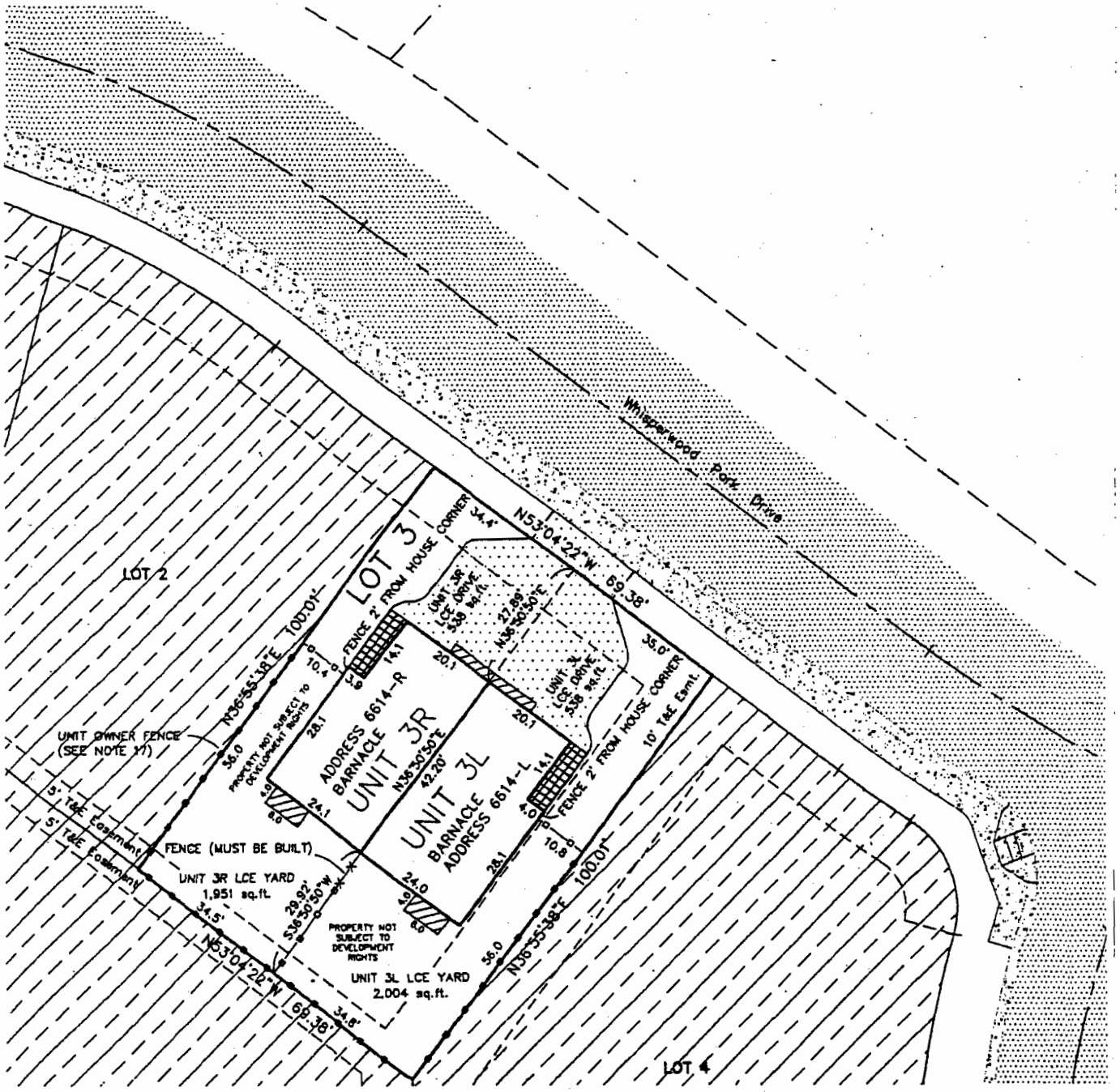
PHASE 1

A COMMON INTEREST COMMUNITY

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C4	53.71	400.00	7°41'39"	S04°17'02"W	53.67
C37	60.88	210.00	16°36'40"	S08°31'22"E	60.67

2006-013803-0


Whisperwood Park Drive
10' T&E Esmt.
26
LOT 27
UNIT OWNER FENCE
(SEE NOTE 17)
N19°01'18"E 44.57'
39.1'
51.4
S83°36'30"E 116.34'
7.3'
FENCE 2' FROM HOUSE CORNER
UNIT 28R LCE YARD
2,010 sq.ft.
4.0
28.0
4.0
14.0
8.0
48.0
ADDRESS 222-R
TIDEWATER
UNIT 28R
40.0
PROPERTY NOT
SUBJECT TO
DEVELOPMENT
RIGHTS
37.82'
S90°00'00"W
N90°00'00"E
42.00'
UNIT 28R
LCE DRIVE
763 sq.ft.
L=24.2
N90°00'00"E 45.86'
C4
5.5'
FENCE (MUST BE BUILT)
UNIT 28L
TIDEWATER
ADDRESS 222-L
LOT 28
UNIT 28L
LCE DRIVE
755 sq.ft.
24.34'
N00°00'00"E
UNIT 28L LCE YARD
2,022 sq.ft.
L=29.5
PROPERTY NOT SUBJECT TO
DEVELOPMENT RIGHTS
65.6'
5.5'
FENCE 2' FROM HOUSE CORNER
N90°00'00"W 126.14'
10' T&E Esmt.
LOT 29
Whisper Knoll Circle

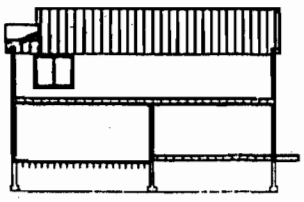

Whisperwood Park Drive
LOT 2
LOT 3
FENCE 2' FROM HOUSE CORNER
N53°04'22"W 69.38'
34.4'
UNIT 3R LCE DRIVE 538 sq.ft.
27.89'
N36°30'50"E
35.0'
UNIT 3L LCE DRIVE 538 sq.ft.
N36°55'38"E 100.01'
UNIT OWNER FENCE (SEE NOTE 17)
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
ADDRESS 6614-R BARNACLE UNIT 3R
UNIT 3L BARNACLE ADDRESS 6614-L
42.20'
N36°30'50"E
FENCE 2' FROM HOUSE CORNER
10' T&E Esmt.
5' T&E Easement
FENCE (MUST BE BUILT)
UNIT 3R LCE YARD 1,951 sq.ft.
29.92'
S36°30'50"W
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
UNIT 3L LCE YARD 2,004 sq.ft.
34.5'
N53°04'22"W 69.38'
34.5'
N36°55'38"E 100.01'
LOT 4

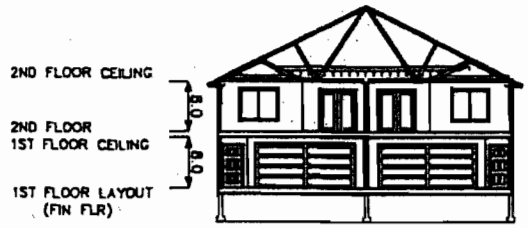
UNITS 28L & 28R

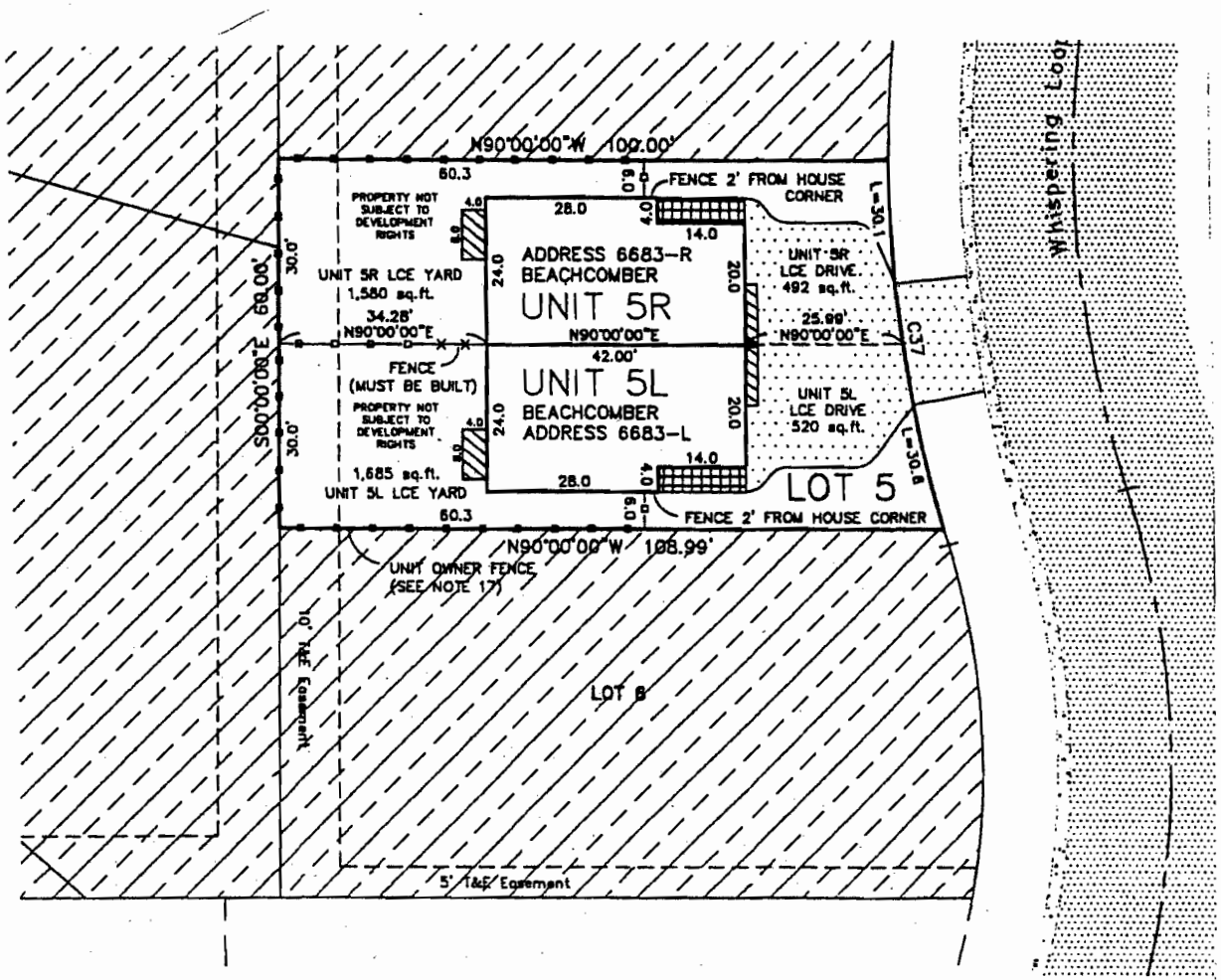
LEGEND:

- 8' Long 6' High Privacy Fence
- Unit Owner Fence
- Concrete
- Paved Drive (must be built)
- Overhang
- Deck
- Existing Paved Road
- Property Subject To Development Rights

FLOOR TO CEILING HEIGHTS







UNITS 3L, 3R, 5L & 5R

2005-030590-0
Recording Dist: 301 - Anchorage
5/9/2005 2:39 PM Pages: 1 of 35
ALASKA

CC

AMENDMENT NO. 1 TO DECLARATION

OF

WHISPERWOOD HILLS CONDOMINIUMS

EXERCISING DEVELOPMENT RIGHTS

AFTER RECORDATION RETURN TO:

James H. McCollum
Law Offices of James H. McCollum, LLC
510 L Street, Ste.540
Anchorage, Alaska 99501

AMENDMENT NO. 1 TO

DECLARATION
OF
WHISPERWOOD HILLS CONDOMINIUMS

EXERCISING DEVELOPMENT RIGHTS

Hultquist Homes, Inc., an Alaska corporation, with an office at 360 E. 100th Avenue, Anchorage, Alaska 99515, "Declarant" under tbat certain Declaration for Whisperwood Hills Condominiums, dated the 3rd day of March, 2005 and recorded on the 4th day of March, 2005, at Serial No. 2005-013803-0 and as set forth in Plat No. 2005-22 at Serial No. 2005-013802-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, ("Declaration") pursuant to Section 34.08.180 of the Alaska Uniform Common Interest Ownership Act, and pursuant to reservations of Development Rights reserved pursuant to Section 34.08.130(a) (8) of the Act and Article VII of the Declaration, does hereby amend the Declaration and does hereby declare:

ARTICLE I. Schedule A-1, Description of Common Interest Community, attached hereto is substituted for the current Schedule A-1 of the Declaration which is declared null and void.

ARTICLE II. Schedule A-2, Table of Interests, attached hereto, adding six (6) Units being Units 37L, 37R, 38L, 38R, 40L through 40R, together with their appurtenant Limited Common Elements, on Lots 37, 38 and 40, Block 3, WHISPERWOOD SUBDIVISION-Phase 2, according to Plat No. 2004-138, Anchorage Recording District, as shown on Schedule A-3, and interests is substituted for the current Schedule A-2 of the Declaration which is declared null and void.

ARTICLE III. Schedule A-3, the Plat attached hereto and filed under Plat No. 2005-56, supplements the current Schedule A-3 of the Declaration as filed under Plat No. 2005-22, Anchorage Recording District, Third Judicial District, State of Alaska, by reflecting the addition of Units and Limited Common Elements on that portion of the Property shown on the Plat as "Property Not Subject to Development Rights".

ARTICLE IV. Development rights reserved in the Declaration within that portion of the Property, shown on Plat No. 2005-56, Anchorage Recording District, Third Judicial District, State of Alaska as 'Property Not Subject to Development Rights' are hereby declared terminated. Limited Common Elements depicted on Schedule A-3 hereto are hereby assigned as appurtenant to the Units indicated. Those Limited Common Elements described in Article V and not otherwise depicted on Schedule A-3 hereto, are hereby assigned to their appurtenant Units as applicable.

2 of 35
2006-030690-0

HULTQUIST HOMES, INC.,

By: David D Hultquist
David D. Hultquist
It's President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 29 day of April, 2005, before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **DAVID D. HULTQUIST** , to me known and known to me to be the President of **HULTQUIST HOMES, INC.,** , and known to me to be the person who signed the foregoing instrument, on behalf of said corporation.

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

PAMELA GIFFORD NOTARY PUBLIC State Of Alaska

Notary Public in and for Alaska
My Commission Expires:

My Commission Expires
May 28, 2007

3 of 35
2005-030690-0

APPROVAL OF LENDER

The undersigned is the beneficiary under the following Deeds of Trust:

1. Construction Deed of Trust dated January 6, 2005 and recorded on the 14th day of January, 2005, Serial No. 2005-002893-0, in the Anchorage Recording District, Third Judicial District, State of Alaska; and

2. Deed of Trust dated January 7, 2005 and recorded on the 14th day of January, 2005, Serial No. 2005-002894-0, in the Anchorage Recording District, Third Judicial District, State of Alaska.

The undersigned beneficiary approves the foregoing Declaration of Whisperwood Hill Condominiums ("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: May 2, 2005.

KEY BANK ~~OF WASHINGTON~~ NATIONAL ASSOCIATION

By: _____
Kathleen Herdlein
Vice President

STATE OF WASHINGTON)
) ss.
~~COUNTY OF~~ KING)

THIS IS TO CERTIFY that on this 2nd day of May, 2005, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **KATHLEEN HERDLEIN**, to me known and known to me to be the Vice President of KEY BANK ~~of Washington~~ NATIONAL ASSOCIATION and known to me to be the person who signed the foregoing instrument, on behalf of said corporation.

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

ANN L. HOLMBERG NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 2-08-09

_____
Notary Public in and for State of Washington
My Commission Expires: 02-08-09

DESCRIPTION OF COMMON INTEREST COMMUNITY
SCHEDULE A-1

DESCRIPTION OF COMMON INTEREST COMMUNITY

PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS

Lot 28, Block 3, 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; and

Lots 3, 5, 37, 38 and 40 Block 3, WHISPERWOOD SUBDIVISION, Phase 2, according to the official plat thereof, filed under Plat No. 2004-138, records of the Anchorage Recording District, Third Judicial District, State of Alaska;

and as shown on the Plat as "Property Not Subject To Development Rights."

PROPERTY SUBJECT TO DEVELOPMENT RIGHTS

Lot 27 and Lots 29 through 36, Block 3, WHISPERWOOD SUBDIVISION, according to the official plat thereof, filed under Plat No. 2004-122, records of the Anchorage Recording District, Third Judicial District, State of Alaska; and

Lots 1,2,4,6 and Lots 39 and 41 through 44 Block 3, WHISPERWOOD SUBDIVISION, according to the official plat thereof, filed under Plat No. 2004-138, records of the Anchorage Recording District, Third Judicial District, State of Alaska;

and shown on the Plat as "Property Subject To Development Rights."

EASEMENTS AFFECTING THE COMMON INTEREST COMMUNITY

SUBJECT TO Reservations and exceptions as contained in the U.S. Patent

FURTHER SUBJECT TO Rights of way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded August 2, 1952, Book 78, Page 56. (Blanket Easement).

FURTHER SUBJECT TO Easement for Sewer lines and appurtenances thereto granted to the GREATER ANCHORAGE AREA BOROUGH, recorded January 19, 1970, Misc. Book 184, Page 41. (Affects: the South 10 feet).

FURTHER SUBJECT TO Right of Way Easement, including terms and provisions thereof, granted to the CITY OF ANCHORAGE, and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded June 17, 1971, Misc. Book 203, Page 167. (Affects a northerly portion).

FURTHER SUBJECT TO Storm Drain Easement and appurtenances thereto granted to the CITY OF ANCHORAGE, recorded May 20, 1982, Book 732, Page 783. (Affects a southerly portion).

FURTHER SUBJECT TO Public Use Easement and appurtenances thereto granted to the CITY OF ANCHORAGE, recorded August 2, 1982, Book 760, Page 809 (Affects a southerly portion).

FURTHER SUBJECT TO Conditions and provisions as contained in NOTES as shown on the Plat of said subdivision.

FURTHER SUBJECT TO SLOPE EASEMENTS, as dedicated and reserved on the Plat of said subdivision.

FURTHER SUBJECT TO EASEMENTS as shown on the Plat of said subdivision.

FURTHER SUBJECT TO Notice of Subdivision Agreement including terms and provisions therof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded March 16, 2004 Instrument No. 2004-017078-0.
NOTE: The above Subdivision Agreement does not create a lien on the subject property.

FURTHER SUBJECT TO Notice of Subdivision Agreement including terms and provisions therof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded April 5, 2004 Instrument No. 2004-022877-0.
NOTE: The above Subdivision Agreement does not create a lien on the subject property.

FURTHER SUBJECT TO Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded August 2, 2004, Instrument No. 2004-056939. (See instrument for areas affected).

SCHEDULE A-2

TABLE OF INTERESTS

Unit No.	Street Address	Percentage Share of Common Elements	Percentage Share of Common Expenses	Vote in the Affairs of the Association	Limited Common Element - Deck (D) Driveway (DW)
3L	6614-L Whisperwood Park Drive	8.333%	8.333%	1	DW-3L/D-3L
3R	6614-R Whisperwood Park Drive	8.333%	8.333%	1	DW-3R/D-3R
5L	6683-L Whispering Loop	8.333%	8.333%	1	DW-5L/D-5L
5R	6683-R Whispering Loop	8.333%	8.333%	1	DW-5R/D-5R
28L	222-L Whisper Knoll Circle	8.333%	8.333%	1	DW-28L/D-28L
28R	222-R Whisper Knoll Circle	8.333%	8.333%	1	DW-28R/D-28R
37L	202-L Whisper Ridge Circle	8.333%	8.333%	1	DW-37L/D-37L
37R	202-R Whisper Ridge Circle	8.333%	8.333%	1	DW-37R/D-37R
38L	224-L Whisper Ridge Circle	8.333%	8.333%	1	DW-38L/D-38L
38R	224-R Whisper Ridge Circle	8.333%	8.333%	1	DW-38R/D-38R
40L	268-L Whisper Ridge Circle	8.333%	8.333%	1	DW-40L/D-40L
40R	268-R Whisper Ridge Circle	8.333%	8.333%	1	DW-40R/D-40R
TOTAL		**100.000%**	**100.000%**	**12**	

PLAT AND PLANS

(Declaration Schedule A-3)

2005-56

2005-030589-0

8 of 35
2005-030590-0

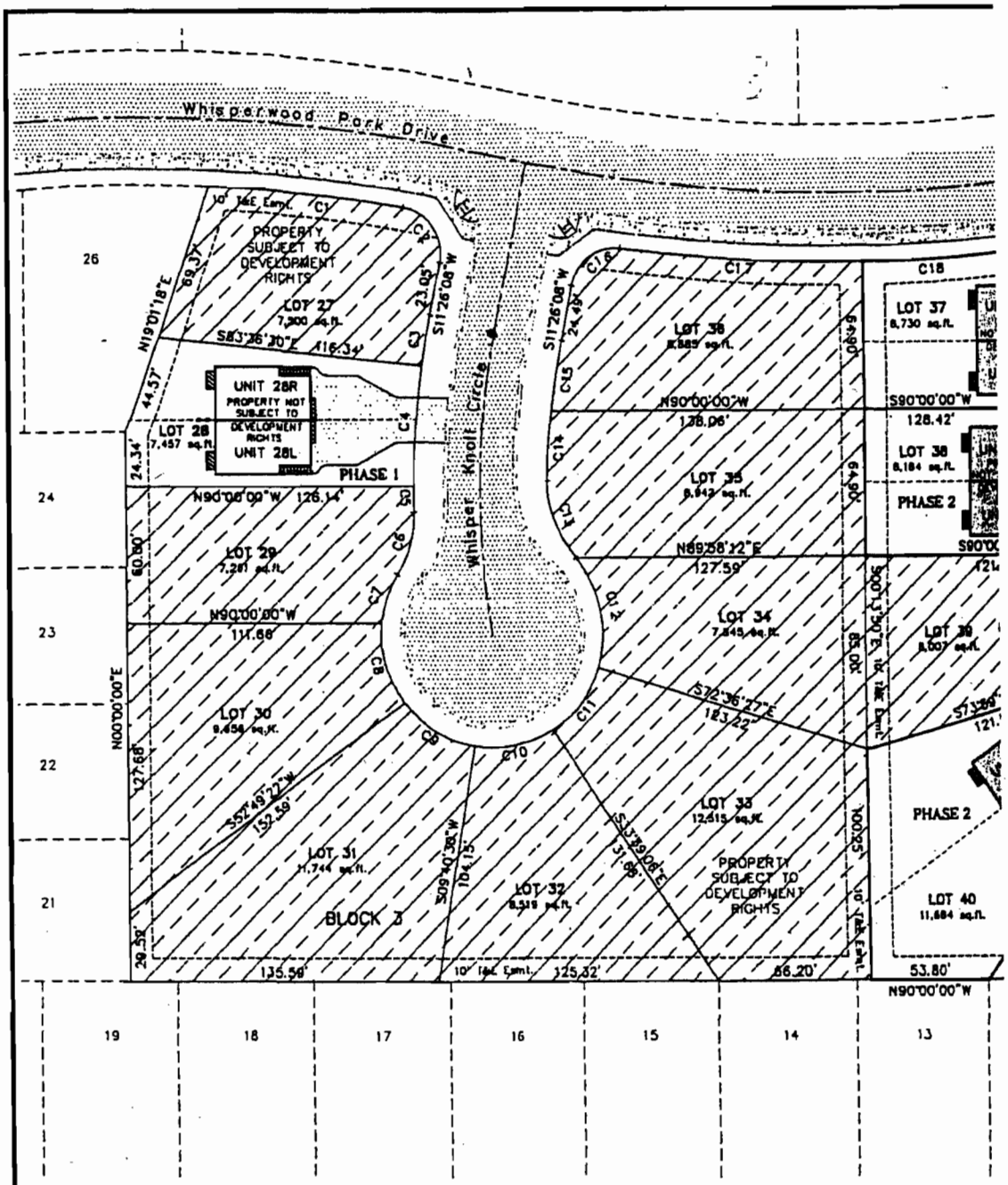
WHISPERWOOD HILL CONDOMINIUMS
PHASE 2

SHEET 1 OF 3

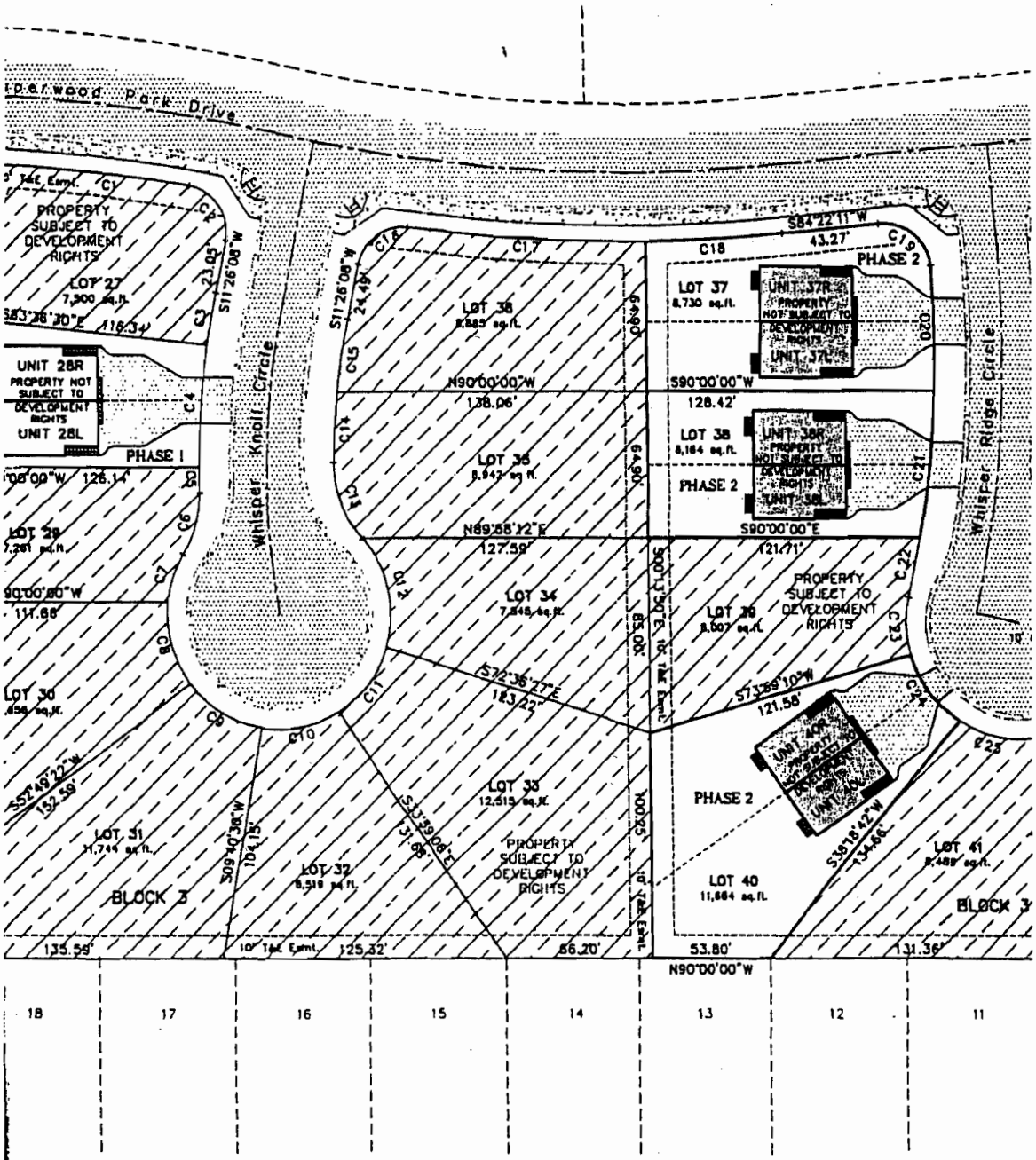
WHISPERWOOD HILL CONDOMINIUMS
PHASE 2 ADDING UNITS

Lantech

2006-030690-0



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C1	85.98	670.00	7°21'10"	N83°37'09"W	85.92
C2	31.90	20.00	91°22'43"	N34°15'13"W	28.62
C3	23.07	400.00	3°18'18"	S08°47'00"W	23.07
C4	53.71	400.00	7°41'39"	S04°17'02"W	53.67
C5	11.71	400.00	1°40'39"	S00°24'07"E	11.71
C6	28.68	50.00	32°51'36"	N15°11'21"E	28.28
C7	22.36	50.00	25°37'34"	S18°48'22"W	22.18
C8	37.73	50.00	43°13'34"	S15°37'22"E	36.84
C9	37.71	50.00	43°12'43"	S58°50'41"E	36.82



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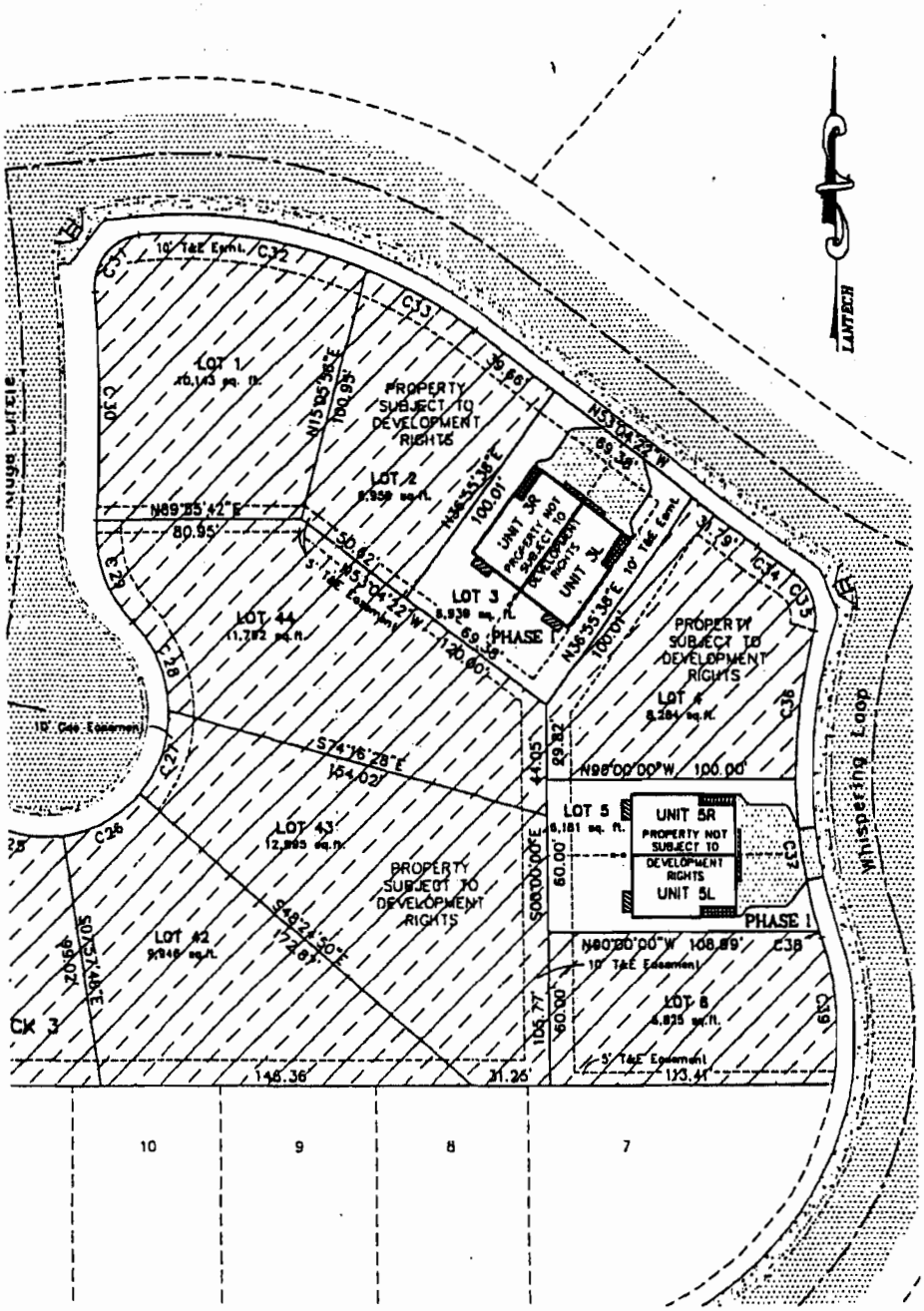
C4	53.71	400.00	7°41'38"	S04°17'02"W	53.67
C5	11.71	400.00	1°40'38"	S00°24'07"E	11.71
C6	28.68	50.00	32°51'36"	N15°11'21"E	28.28



CERTIFICATE OF COMPLET

SECTION 34.08.090 OF THE UN
DECLARATION FOR A CONDOMI
PART OF THE DECLARATION FO
CERTIFICATE OF COMPLETION IS
STRUCTURAL COMPONENTS AN
COMPRISING A UNIT OF THE CO
ACCORDANCE WITH THE PLAT /

I DO HEREBY CERTIFY THAT TH
ARE SUBSTANTIALLY IN ACCOR

MICHAEL L. JOKELA, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

NOTARY ACKNOWLEDGMEI

SUBSCRIBED AND SWORN TO B

FOR: MICHAEL L. JOKELA

May 17, 2005
MY COMMISSION EXPIRES

SURVEYOR'S CERTIFICATE

SECTION 34.08.170 OF THE CO
CERTIFICATION BE MADE WHIC
AS SET FORTH IN SECTION 34.

I DO HEREBY CERTIFY THAT TH
THE UNITS ACCURATELY SURVE
INFORMATION REQUIRED BY AL
AND PLANS FILED HEREWITH.
DIMENSIONS DEPICTED ON THE
CONSTRUCTION DRAWINGS AND

MICHAEL L. JOKELA, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

OWNERS CERTIFICATE

THE UNDERSIGNED, DOES HERE
3, WHISPERWOOD SUBDIVISON-I
UNDER PLAT NO. 2004-122, R
JUDICIAL DISTRICT, STATE OF A
SUBDIVISION-PHASE 2 ACCORD
2004-138, RECORDS OF THE A
STATE OF ALASKA. LOCATED
SECTION 14, TOWNSHIP 13 NOR
ANCHORAGE RECORDING DISTR

THE UNDERSIGNED AS DECLARA
MILL RECORDED ON THE 4TH D
AND AS SET FORTH IN PLAT N
JUDICIAL DISTRICT, STATE OF A
COMMON INTEREST OWNERSHIP
THE CREATION OF THE UNITS

OWNER
HULTQUIST HOMES INC.
360 EAST 100TH AVENUE
ANCHORAGE, AK. 99515

RECERTIFICATION OF PLANS PREVIOUSLY FILED

SECTION 34.08.170(f) OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT REQUIRES THAT, UPON THE EXERCISE OF A DEVELOPMENT RIGHT A NEW CERTIFICATION BE MADE OF PLAT AND PLANS PREVIOUSLY FILED AND RECORDED AND ALSO CONTAINING THE INFORMATION AS SET FORTH IN SECTION 34.08.170.

WHISPERWOOD HILL CONDOMINIUMS
PHASE 2

A COMMON INTEREST COMMUNITY

F COMPLETION

O OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT PROVIDES THAT A
: A CONDOMINIUM MAY NOT BE RECORDED AND A PLAT OR PLAN THAT IS
LARATION FOR A CONDOMINIUM MAY NOT BE FILED UNLESS A
OMPLETION IS RECORDED WITH THE DECLARATION AS EVIDENCE THAT THE
PONENTS AND MECHANICAL SYSTEMS OF EACH BUILDING CONTAINING OR
IT OF THE CONDOMINIUM ARE COMPLETED SUBSTANTIALLY IN
1 THE PLAT AND PLANS.

:TIFY THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS
LY IN ACCORDANCE WITH THE PLANS.

4-26-05

A, PLS

N #200
SKA 99503

OWLEDGMENT

SWORN TO BEFORE ME THIS 26th DAY OF April 2005.

JOKELA

State of Alaska
Notary Public
Timothy L Creary
My commission expires 5-17-2008

2005

EXPIRES

Timothy L Creary

NOTARY PUBLIC

ERTIFICATE

O OF THE COMMON INTEREST OWNERSHIP ACT REQUIRES THAT A
MADE WHICH STATES THAT PLAT AND PLAN CONTAINS THE INFORMATION
I SECTION 34.08.170.

:TIFY THAT THIS PLAT AND PLANS ARE A TRUE AND CORRECT LAYOUT OF
RATELY SURVEYED TO DEPICT AN AS-BUILT SURVEY AND THAT THE
URED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THE PLAT
1 HEREWITH. THE VERTICAL AND HORIZONTAL BOUNDARIES AND
:TED ON THE PLANS ARE REPRODUCED DIRECTLY FROM ACTUAL
RAWINGS AND ACCORDINGLY ARE NOT INCLUDED IN THIS CERTIFICATION.

4-26-05

A, PLS

4 #200
SKA 99503

FICATE

, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOTS 27-36, BLOCK
SUBDIVISON-PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED
2004-122, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD
. STATE OF ALASKA; AND LOTS 1-6 AND 37-44 BLOCK 3, WHISPERWOOD
SE 2 ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NO.
DS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT,
- LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF
SHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA,
RDING DISTRICT.

AS DECLARANT UNDER THAT CERTAIN DECLARATION FOR WHISPERWOOD
N THE 4TH DAY OF MARCH, 2005, UNDER SERIAL NO. 2005-013803-0
H IN PLAT NO. 2005-32 IN THE ANCHORAGE RECORDING DISTRICT, THIRD
STATE OF ALASKA, PURSUANT TO SECTION 34.08.100 OF THE ALASKA
OWNERSHIP ACT DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT
THE UNITS AND COMMON ELEMENTS AS SHOWN HEREIN.

David D Hatfield

INC.
AVENUE
99515

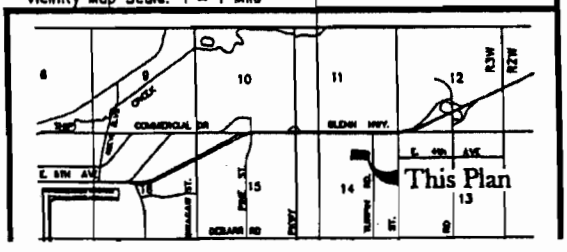
NOTES:

1) ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND DECIMAL PORTIONS OF FEET.
2) ALL BUILDING TIES ARE AT 90° TO THE PROPERTY LINES UNLESS OTHERWISE NOTED.
3) ELEVATION DATUM FOR THE BUILDINGS IS GREATER ANCHORAGE AREA BOROUGH, POST QUAKE, U.S. GEODETIC SURVEY, MEAN SEA LEVEL OF 1972.
4) EACH UNIT IS DESIGNATED BY A NUMBER INDICATING THE DESIGNATION OF THE UNIT WITHIN THE PROJECT(i.e. UNIT 1R).
5) THIS PROJECT IS LOCATED ON LOTS 27-36 BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT 2004-122, AND LOTS 1-6 & 37-44, BLOCK 3, WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT 2004-138 WITHIN NW 1/4 OF NE 1/4, SEC. 14, T13N, R3W, S.M. ALASKA, ANCHORAGE RECORDING DISTRICT.
6) THE CONDOMINIUM DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE "COMMON INTEREST OWNERSHIP ACT", ALASKA STATUTE 34.08.
7) AREAS OUTSIDE OF UNIT BOUNDARIES AND LIMITED COMMON ELEMENTS, AS SPECIFIED IN THE DECLARATION, ARE COMMON ELEMENTS.
8) 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, SIGN, 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.
9) UNIT BOUNDARIES SHOWN ON THIS SHEET ARE ACTUAL UNIT BOUNDARIES DEFINITION OF UNIT IN ARTICLE IV
10) 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.
11) THE PARKING AREAS WITHIN THE ELEMENTS AREAS ARE TEMPORARY PARKING ONLY.
12) DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
13) AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 40,405 S.F. = .93 AC.
14) DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e.4'=4.00')
15) FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED MARCH 4TH, 2005, SERIAL 2005-013803-0, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
16) 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.
17) UNIT OWNERS MAY CONSTRUCT A LIMITED COMMON ELEMENT FENCE ENCLOSING THEIR YARD IN ACCORDANCE WITH SECTION 8.1(c) OF THE DECLARATION AT THE LOCATIONS SHOWN ON THE PLAT AS 'UNIT OWNER' FENCE LOCATION.

STATE OF ALASKA
49TH
Michael L. Jokela
LS-7839
Licensed Professional Land Surveyor

SHEET 1 OF 3

Vicinity Map Scale: 1" = 1 Mile



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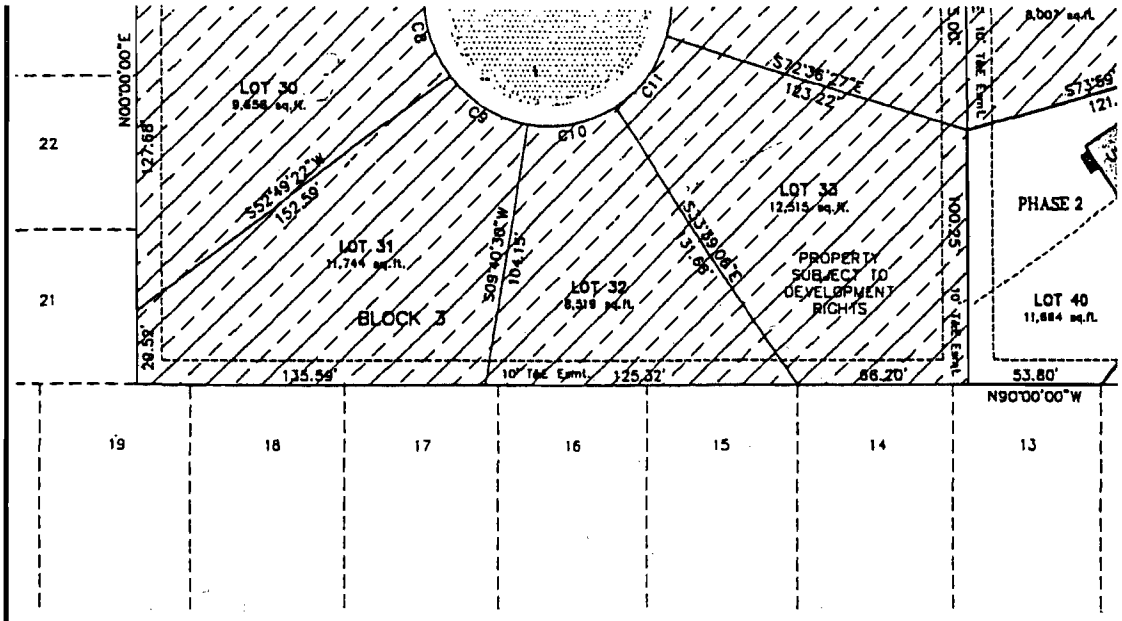

CURVE TABLE					
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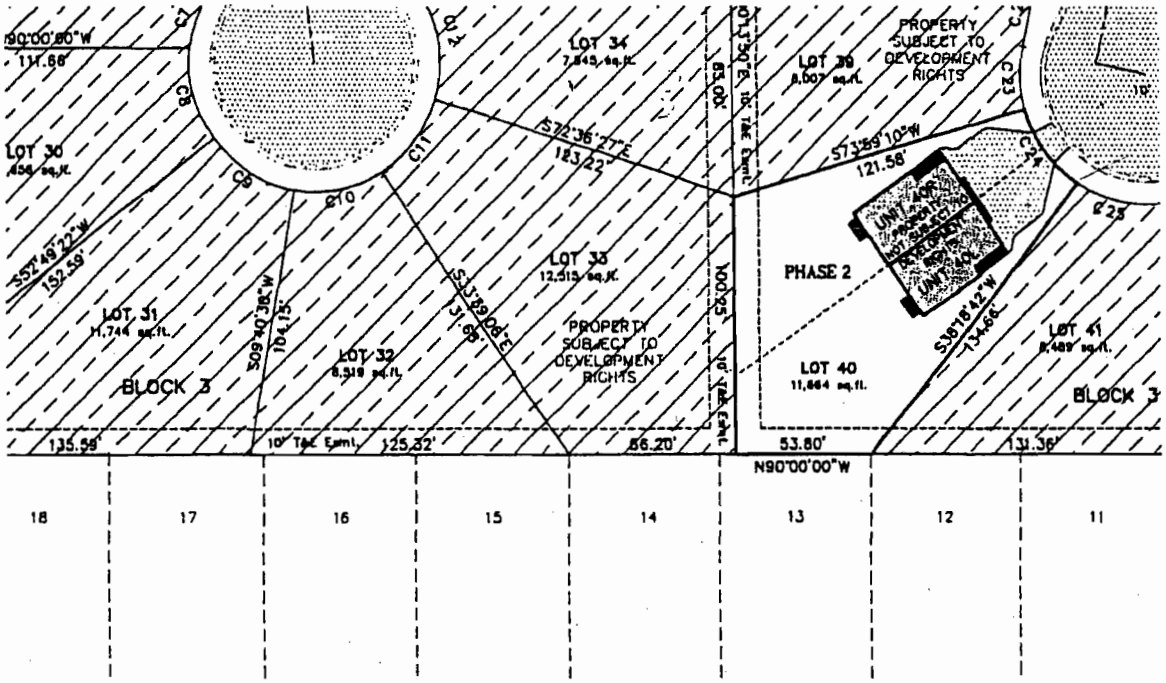
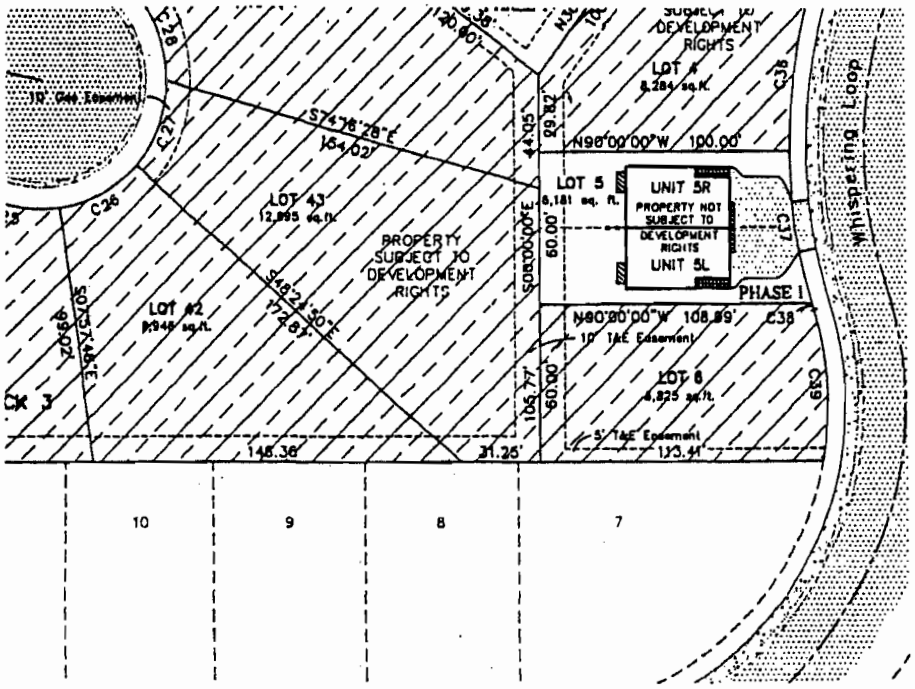
C4	53.71	400.00	7°41'39"	S04°17'02"W	53.67
C5	11.71	400.00	1°40'39"	S00°24'07"E	11.71
C6	28.68	50.00	32°51'36"	N15°11'21"E	28.28
C7	22.38	50.00	25°37'34"	S18°48'22"W	22.18
C8	37.73	50.00	43°13'54"	S15°37'22"E	36.84
C9	37.71	50.00	43°12'43"	S58°50'41"E	36.82
C10	36.32	50.00	41°37'29"	N78°44'13"E	35.53
C11	35.42	50.00	40°35'34"	N37°37'41"E	34.69
C12	51.43	50.00	58°56'24"	N12°08'18"W	49.20
C13	37.04	50.00	42°26'40"	S20°23'10"E	36.20
C14	31.10	340.00	5°14'27"	S03°27'24"W	31.09
C15	31.80	340.00	5°21'31"	S08°45'23"W	31.79
C16	30.08	20.00	86°10'39"	S54°31'28"W	27.33
C17	108.14	730.00	8°18'51"	S86°33'08"E	108.09
C18	62.89	730.00	4°54'46"	N86°49'34"E	62.87
C19	31.81	20.00	91°08'25"	N50°03'37"W	28.56
C20	54.31	490.00	6°21'03"	N01°18'53"W	54.28
C21	65.27	490.00	7°37'54"	N05°40'35"E	65.22
C22	27.20	490.00	3°10'51"	N11°04'57"E	27.20
C23	25.03	50.00	28°41'13"	S01°40'14"E	24.77
C24	35.76	50.00	40°58'29"	S36°30'06"E	35.00
C25	35.76	50.00	40°58'29"	S77°28'35"E	35.00
C26	35.76	50.00	40°58'29"	N61°32'58"E	35.00
C27	35.76	50.00	40°58'29"	N20°34'28"E	35.00
C28	38.99	50.00	44°40'50"	N22°15'10"W	38.01
C29	42.94	50.00	49°12'24"	S18°59'23"E	41.63
C30	89.31	550.00	9°18'13"	N00°02'17"W	89.21
C31	31.20	20.00	89°22'02"	S36°56'37"W	28.13
C32	91.07	190.00	27°27'43"	N81°35'30"W	90.20
C33	49.04	190.00	14°47'17"	N60°28'00"W	48.90
C34	17.35	250.00	3°58'34"	S55°03'38"E	17.35
C35	25.48	20.00	72°59'10"	N20°33'21"W	23.79
C36	58.21	210.00	15°09'16"	S07°31'36"W	58.01
C37	60.88	210.00	16°36'40"	S08°31'22"E	60.67
C38	2.58	210.00	0°42'11"	S17°10'47"E	2.58
C39	58.22	120.00	27°47'59"	N03°37'53"W	57.65



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C1	85.98	670.00	7°21'10"	N83°37'08"W	85.92
C2	31.90	20.00	91°22'43"	N34°15'13"W	28.62
C3	23.07	400.00	3°18'18"	S09°47'00"W	23.07
C4	53.71	400.00	7°41'39"	S04°17'02"W	53.67
C5	11.71	400.00	1°40'39"	S00°24'07"E	11.71
C6	28.88	50.00	32°31'36"	N15°11'21"E	28.28
C7	22.36	50.00	25°37'34"	S18°48'22"W	22.18
C8	37.73	50.00	43°13'54"	S15°37'22"E	36.84
C9	37.71	50.00	43°12'43"	S58°50'41"E	36.82
C10	36.32	50.00	41°37'29"	N78°44'13"E	35.53
C11	35.42	50.00	40°35'34"	N37°37'41"E	34.68
C12	51.43	50.00	58°56'24"	N12°08'18"W	49.20
C13	37.04	50.00	42°26'40"	S20°23'10"E	36.20
C14	31.10	340.00	5°14'27"	S03°27'24"W	31.09
C15	31.80	340.00	5°21'31"	S08°45'23"W	31.79
C16	30.08	20.00	86°10'39"	S54°31'28"W	27.33
C17	108.14	730.00	8°19'51"	S86°33'08"E	108.05
C18	62.59	730.00	4°54'46"	N88°49'34"E	62.57
C19	31.81	20.00	91°08'25"	N50°03'37"W	28.56
C20	54.31	490.00	6°21'03"	N01°18'53"W	54.28
C21	65.27	490.00	7°37'54"	N05°40'35"E	65.22
C22	27.20	490.00	3°10'51"	N11°04'57"E	27.20
C23	25.03	50.00	28°41'13"	S01°40'14"E	24.77
C24	35.76	50.00	40°58'29"	S36°30'05"E	35.00
C25	35.76	50.00	40°58'29"	S77°28'33"E	35.00
C26	35.76	50.00	40°58'29"	N61°32'58"E	35.00
C27	35.76	50.00	40°58'29"	N20°34'29"E	35.00
C28	38.99	50.00	44°40'50"	N22°15'10"W	38.01
C29	42.84	50.00	49°12'24"	S19°56'23"E	41.63
C30	89.31	550.00	9°18'13"	N00°02'17"W	89.21
C31	31.20	20.00	89°22'02"	S38°56'37"W	28.13
C32	91.07	190.00	27°27'43"	N81°35'30"W	90.20
C33	48.04	190.00	14°47'17"	N60°28'00"W	48.90
C34	17.35	250.00	3°58'34"	S55°03'38"E	17.35
C35	25.48	20.00	72°59'10"	N20°33'21"W	23.79
C36	59.21	210.00	16°09'16"	S07°51'36"W	59.01
C37	60.88	210.00	16°36'40"	S08°31'22"E	60.67
C38	2.58	210.00	0°42'11"	S17°10'47"E	2.58
C39	58.22	120.00	27°47'58"	N03°37'53"W	57.65

LEGEND:

- Concrete
- Paved Drive (must be built
- Overhang
- Deck
- Existing Pavement



May 17, 2005
MY COMMISSION EXPIRES

SURVEYOR'S CERTIFICATE

SECTION 34.08.170 OF THE CO
CERTIFICATION BE MADE WHICH
AS SET FORTH IN SECTION 34.

I DO HEREBY CERTIFY THAT TH
THE UNITS ACCURATELY SURVE
INFORMATION REQUIRED BY ALA
AND PLANS FILED HEREWITH.
DIMENSIONS DEPICTED ON THE
CONSTRUCTION DRAWINGS AND

MICHAEL L. JOKELA, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

OWNERS CERTIFICATE

THE UNDERSIGNED, DOES HEREB
3, WHISPERWOOD SUBDIVISION-P
UNDER PLAT NO. 2004-122, RE
JUDICIAL DISTRICT, STATE OF A
SUBDIVISION-PHASE 2 ACCORDI
2004-138, RECORDS OF THE A
STATE OF ALASKA. LOCATED I
SECTION 14, TOWNSHIP 13 NORT
ANCHORAGE RECORDING DISTRIC

THE UNDERSIGNED AS DECLARA
HILL, RECORDED ON THE 4TH D
AND AS SET FORTH IN PLAT NO
JUDICIAL DISTRICT, STATE OF A
COMMON INTEREST OWNERSHIP
THE CREATION OF THE UNITS A

OWNER
HULTQUIST HOMES INC.
360 EAST 100TH AVENUE
ANCHORAGE, AK. 99515

NOTARY ACKNOWLEDGMEN

SUBSCRIBED AND SWORN TO B

FOR:

My Commission Expires
May 28, 2007

MY COMMISSION EXPIRES

RECERTIFICATION OF PLANS PREVIOUSLY FILED

SECTION 34.08.170(f) OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT REQUIRES THAT, UPON THE EXERCISE OF A DEVELOPMENT RIGHT A NEW CERTIFICATION BE MADE OF PLAT AND PLANS PREVIOUSLY FILED AND RECORDED AND ALSO CONTAINING THE INFORMATION AS SET FORTH IN SECTION 34.08.170.

I DO HEREBY CERTIFY THAT THE INFORMATION AS REQUIRED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THE PLANS DESCRIBED AS THE BARNACLE PLAN, FOR UNITS 3L 3R; THE TIDEWATER PLAN FOR UNITS 28L AND 28R AND THE BEACHCOMBER PLAN FOR UNITS 5L AND 5R, AS FILED UNDER PLAT NO. 2005-22, AT SERIAL RECORDING NO. 2005-013802-0, RECORDED ON THE 4TH DAY OF MARCH, 2005, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA;

4-26-05

MICHAEL L. JOKELA, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

be built)

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 26th DAY OF April 2005.
FOR: Michael L. Jokela

Timothy L Creary
NOTARY FOR ALASKA

May 17, 2005
MY COMMISSION EXPIRES

State of Alaska
Notary Public
Timothy L. Creary
My commission expires 5-17-2005

BENEFICIARY:

Kathleen
NATIONAL AS
KEY BANK OF WASHINGTON
601 108TH AVENUE NE
BELLEVUE, WA 98004
KATHLEEN HERDLEIN
VICE PRESIDENT

NOTARY ACKNOWLEDGME

SUBSCRIBED AND SWORN TO B

FOR:

February 8, 2008
My commission expires

PHASE 1 DEC-9-04 LOTS 3, 5 & 28
PHASE 2 FEB-14-05 LOTS 37, 38 & 40

Notary Public
Timothy L. Creary
My commission expires 6-17-2008

2005
XPIRES

Timothy L Creary
NOTARY PUBLIC

ERTIFICATE

) OF THE COMMON INTEREST OWNERSHIP ACT REQUIRES THAT A
MADE WHICH STATES THAT PLAT AND PLAN CONTAINS THE INFORMATION
SECTION 34.08.170.

TIFY THAT THIS PLAT AND PLANS ARE A TRUE AND CORRECT LAYOUT OF
:ATELY SURVEYED TO DEPICT AN AS-BUILT SURVEY AND THAT THE
UIRED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THE PLAT
HEREWITH. THE VERTICAL AND HORIZONTAL BOUNDARIES AND
:TED ON THE PLANS ARE REPRODUCED DIRECTLY FROM ACTUAL
IAWINGS AND ACCORDINGLY ARE NOT INCLUDED IN THIS CERTIFICATION.

4-26-05

A, PLS

I #200
IKA 99503

FICATE

, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOTS 27-36, BLOCK
SUBDIVISION-PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED
2004-122, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD
STATE OF ALASKA; AND LOTS 1-6 AND 37-44 BLOCK 3, WHISPERWOOD
SE 2 ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NO.
DS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT,
L LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF
SHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA,
RDING DISTRICT.

AS DECLARANT UNDER THAT CERTAIN DECLARATION FOR WHISPERWOOD
N THE 4TH DAY OF MARCH, 2005, UNDER SERIAL NO. 2005-013803-0
TH IN PLAT NO. 2005-22 IN THE ANCHORAGE RECORDING DISTRICT, THIRD
STATE OF ALASKA, PURSUANT TO SECTION 34.08.100 OF THE ALASKA
OWNERSHIP ACT DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT
THE UNITS AND COMMON ELEMENTS AS SHOWN HEREIN.

David D Hatfield

INC.
AVENUE
99515

OWLEDGMENT

SWORN TO BEFORE ME THIS 29 DAY OF April 2005.

PAMELA GIFFORD NOTARY PUBLIC State of Alaska

on Expires
2007
XPIRES

NOTARY PUBLIC

Kathleen L Shidler

ROBE ASSOCIATION
SHINGTON AUTHORIZED SIGNER/POSITION
E ME
004
EN

OWLEDGMENT

SWORN TO BEFORE ME THIS 2nd DAY OF May 2005.

ANN L. HOLMBERG NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 2-09-09

8, 2009
xpires

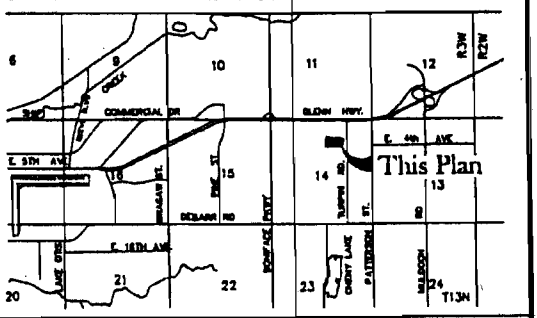
Ann L Holmberg
Notary Public

DEFINITION OF UNIT IN ARTICLE IV
10) 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.
11) THE PARKING AREAS WITHIN THE ELEMENTS AREAS ARE TEMPORARY PARKING ONLY.
12) DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
13) AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 40,405 S.F. = .93 AC.
14) DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e.4'=4.00')
15) FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED MARCH 4TH, 2005, SERIAL 2005-013803-0, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
16) 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.
17) UNIT OWNERS MAY CONSTRUCT A LIMITED COMMON ELEMENT FENCE ENCLOSING THEIR YARD IN ACCORDANCE WITH SECTION 6.1(c) OF THE DECLARATION AT THE LOCATIONS SHOWN ON THE PLAT AS 'UNIT OWNER' FENCE LOCATION.

STATE OF ALASKA 49TH
Michael L. Jokela
LS-7839
Registered Professional Land Surveyor

SHEET 1 OF 3

Vicinity Map Scale: 1"= 1 Mile



A CONDOMINIUM PLAT OF:

WHISPERWOOD HILL CONDOMINIUMS

UNITS 3L, 3R, 5L, 5R, 28L, 28R, 37L, 37R, 38L, 38R, 40L & 40R

PHASE 2 ADDING UNITS

UNITS 37L, 37R, 38L, 38R, 40L & 40R

LOCATED ON:

LOTS 3, 5, 37, 38, 40, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOT 28, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT NO. 2004-122, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

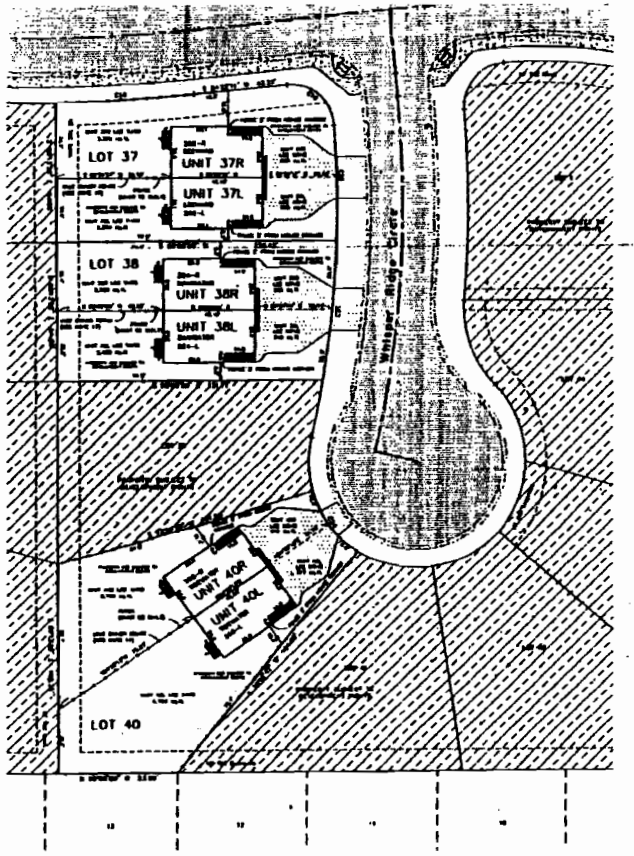
LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ANCHORAGE RECORDING DISTRICT, ALASKA.

Lantech
LAND & CONSTRUCTION SURVEYORS-AUTOCAD
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)
PLANNERS
ENGINEERS

GRID: 1238	SCALE: 1"=40'	DATE: FEB. 14/2005	WO# 2003M42
DRAWN BY: CB			

2006-030690-0
18 of 35

WHISPERWOOD HILL CONDOMINIUMS
PHASE 2
A CONDOMINIUM COMMUNITY



UNITS 37L, 37R, 38L, 38R, 40L & 40R

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD

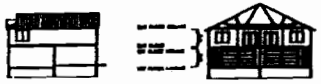
LEGEND:

- Concrete
- Paved Drive (must be built)
- Overhang
- Deck
- Existing Paved Road
- Fence (must be built)
- Unit Owner Fence (see note 17)

GRAPHIC SCALE

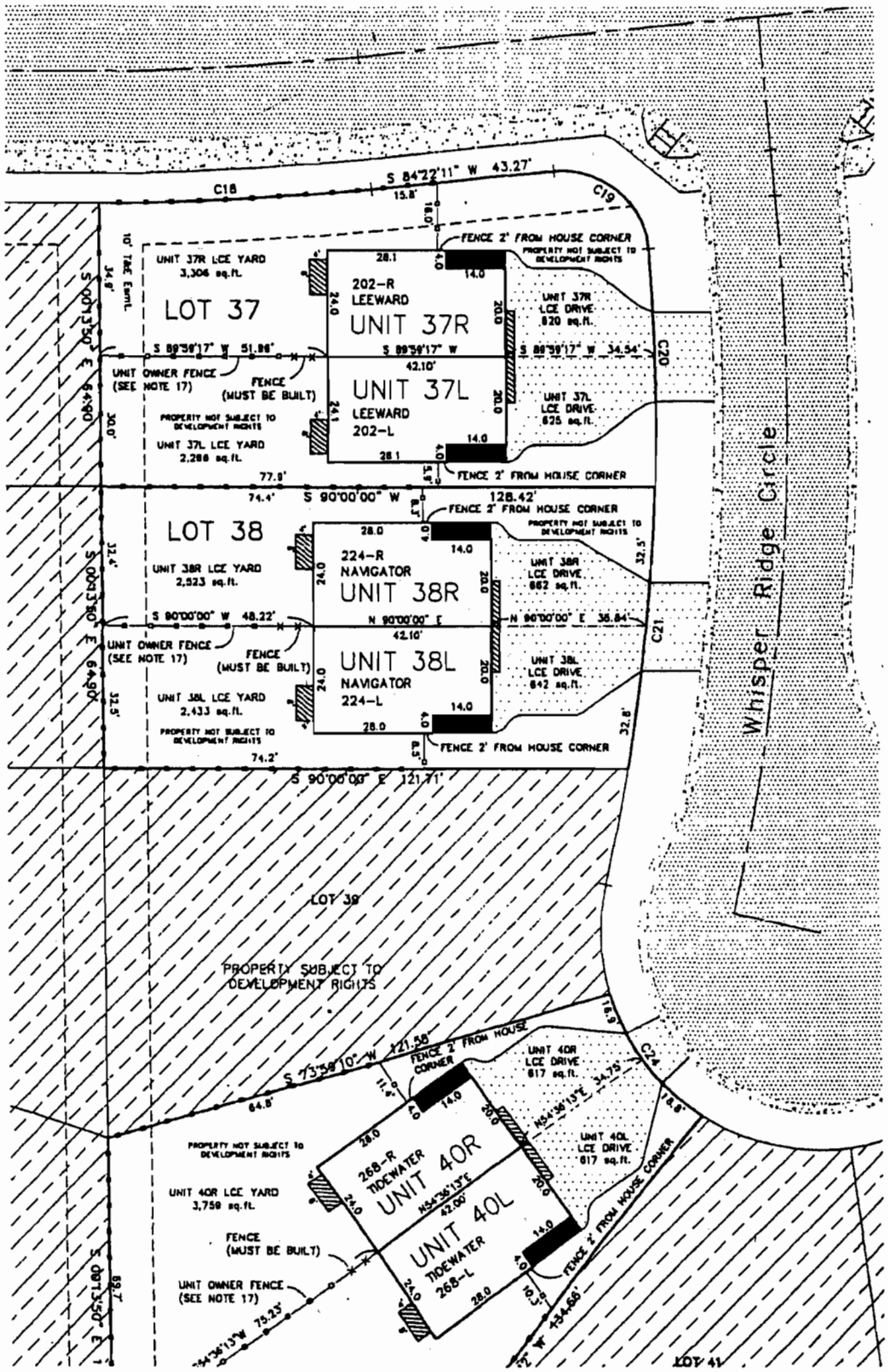
SHEET 2 OF 3

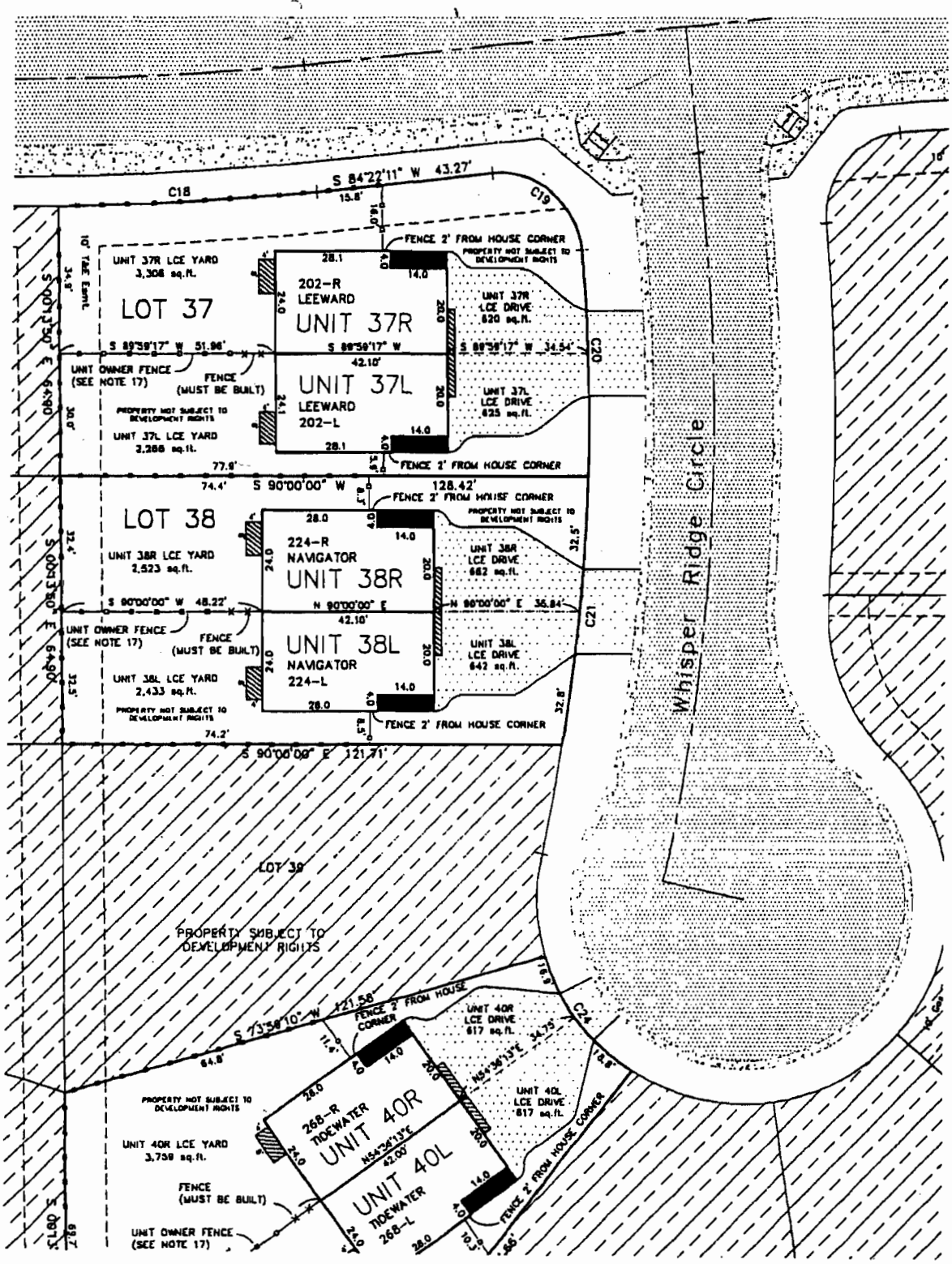
FLOOR TO CEILING HEIGHTS
NOT TO SCALE

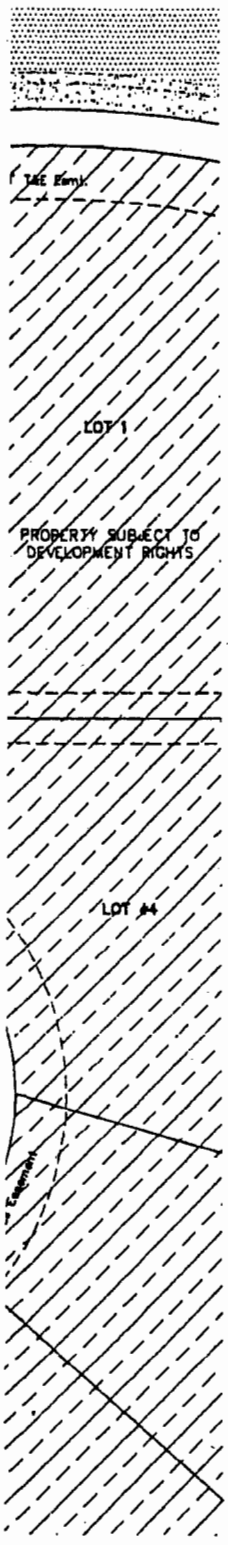


WHISPERWOOD HILL CONDOMINIUMS
PHASE 2 ADDING UNITS

Landtech


Whisper Ridge Circle
LOT 37
LOT 38
LOT 39
UNIT 37R
UNIT 37L
UNIT 38R
UNIT 38L
UNIT 40R
UNIT 40L
202-R LEEWARD
202-L LEEWARD
224-R NAVIGATOR
224-L NAVIGATOR
268-R TIDEWATER
268-L TIDEWATER
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
FENCE (MUST BE BUILT)
UNIT OWNER FENCE (SEE NOTE 17)
FENCE 2' FROM HOUSE CORNER
S 84°22'11" W 43.27'
S 90°00'00" W 128.42'
S 90°00'00" E 121.71'
S 73°36'10" W 121.26'
N 54°36'13" E 134.66'
S 00°13'50" E 649.90'
S 00°13'50" E 649.90'
S 00°13'50" E 58.7'
N 54°36'13" W 75.23'
S 89°59'17" W 51.86'
S 89°59'17" W 34.54'
S 90°00'00" W 48.22'
N 90°00'00" E 35.84'
UNIT 37R LCE YARD 3,306 sq.ft.
UNIT 37L LCE YARD 2,288 sq.ft.
UNIT 38R LCE YARD 2,523 sq.ft.
UNIT 38L LCE YARD 2,433 sq.ft.
UNIT 40R LCE YARD 3,758 sq.ft.
UNIT 37R LCE DRIVE 820 sq.ft.
UNIT 37L LCE DRIVE 825 sq.ft.
UNIT 38R LCE DRIVE 882 sq.ft.
UNIT 38L LCE DRIVE 842 sq.ft.
UNIT 40R LCE DRIVE 817 sq.ft.
UNIT 40L LCE DRIVE 817 sq.ft.
10' TIME Esmt.
C18
C19
C20
C21
C24
LOT 41


Whisper Ridge Circle
LOT 37
LOT 38
LOT 39
202-R LEEWARD UNIT 37R
UNIT 37L LEEWARD 202-L
224-R NAVIGATOR UNIT 38R
UNIT 38L NAVIGATOR 224-L
268-R TIDEWATER UNIT 40R
UNIT 40L TIDEWATER 268-L
UNIT 37R LCE YARD 3,306 sq.ft.
UNIT 37L LCE YARD 3,288 sq.ft.
UNIT 38R LCE YARD 2,523 sq.ft.
UNIT 38L LCE YARD 2,433 sq.ft.
UNIT 40R LCE YARD 3,758 sq.ft.
UNIT 37R LCE DRIVE 620 sq.ft.
UNIT 37L LCE DRIVE 625 sq.ft.
UNIT 38R LCE DRIVE 662 sq.ft.
UNIT 38L LCE DRIVE 642 sq.ft.
UNIT 40R LCE DRIVE 617 sq.ft.
UNIT 40L LCE DRIVE 617 sq.ft.
FENCE 2' FROM HOUSE CORNER
FENCE (MUST BE BUILT)
UNIT OWNER FENCE (SEE NOTE 17)
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
10' TIE Easmt.
S 84°22'11" W 43.27'
S 89°59'17" W 51.96'
S 89°59'17" W 34.54'
S 90°00'00" W 128.42'
S 90°00'00" W 48.22'
N 90°00'00" E 36.84'
S 90°00'00" E 121.71'
S 73°58'10" W 121.58'
N54°36'13"E
C18
C19
C20
C21
C22



LEGEND:

- Concrete
- Paved Drive (must
- Overhang
- Deck
- Existing Paved Roc
- Fence (must be bi
- Unit Owner Fence

WHISPERWOOD HILL CONDOMINIUMS
PHASE 2

A COMMON INTEREST COMMUNITY

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C18	62.58	730.00	4°54'46"	N88°48'34"E	62.57
C19	31.81	20.00	91°08'25"	N50°03'37"W	28.56
C20	54.31	490.00	6°21'03"	N01°18'53"W	54.28
C21	65.27	490.00	7°37'54"	N05°40'35"E	65.22
C24	35.76	50.00	40°58'29"	S38°30'05"E	35.00

st be built)

oad

built)

e (see note 17)

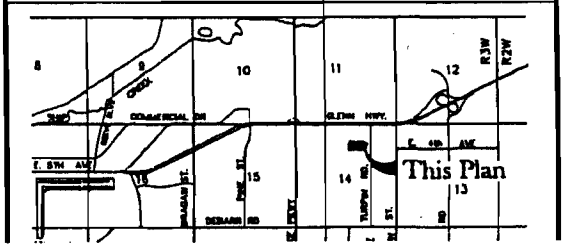
GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 INCH = 20 FT.

SHEET 2 OF 3

Vicinity Map Scale: 1"= 1 Mile



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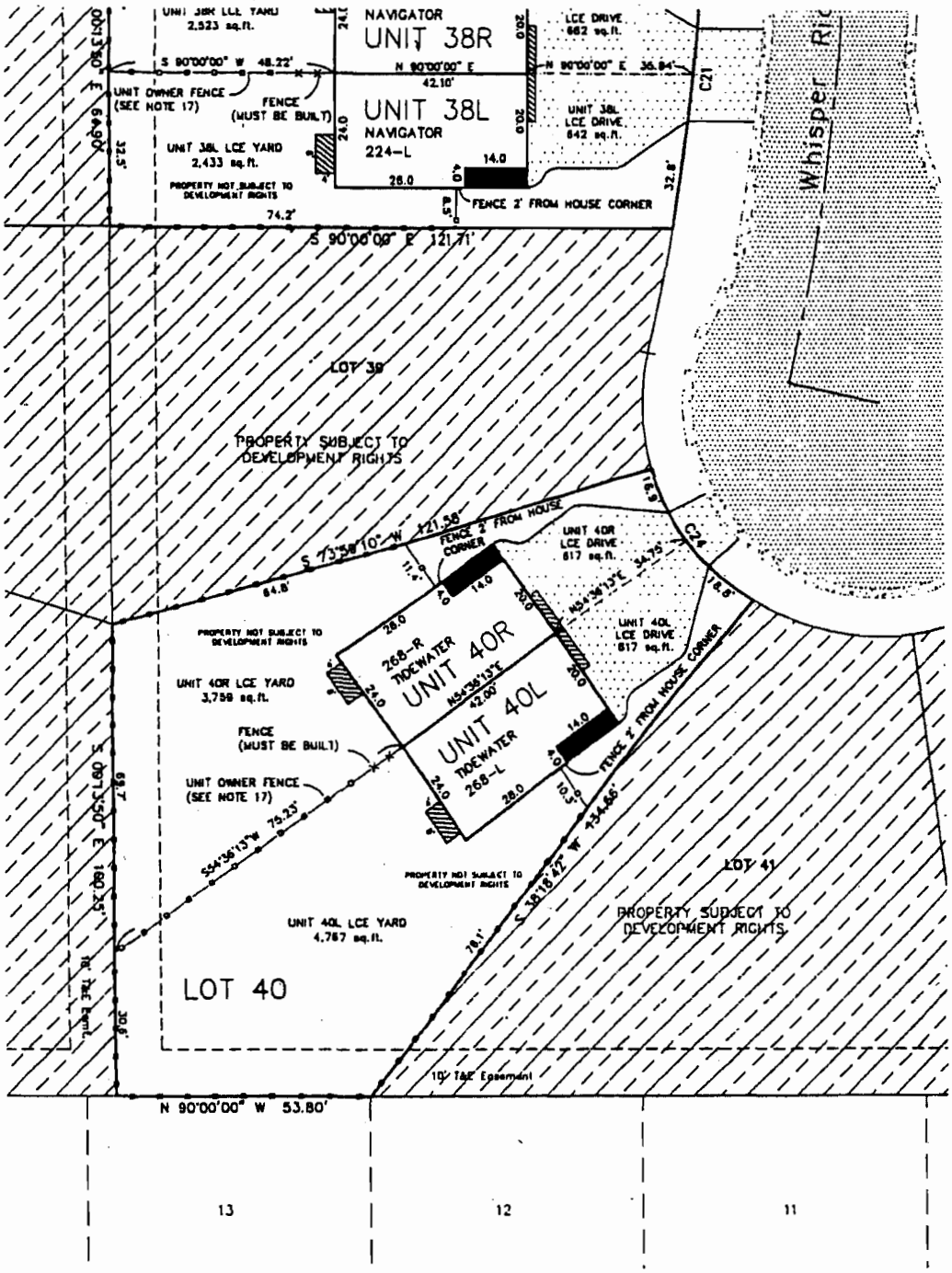
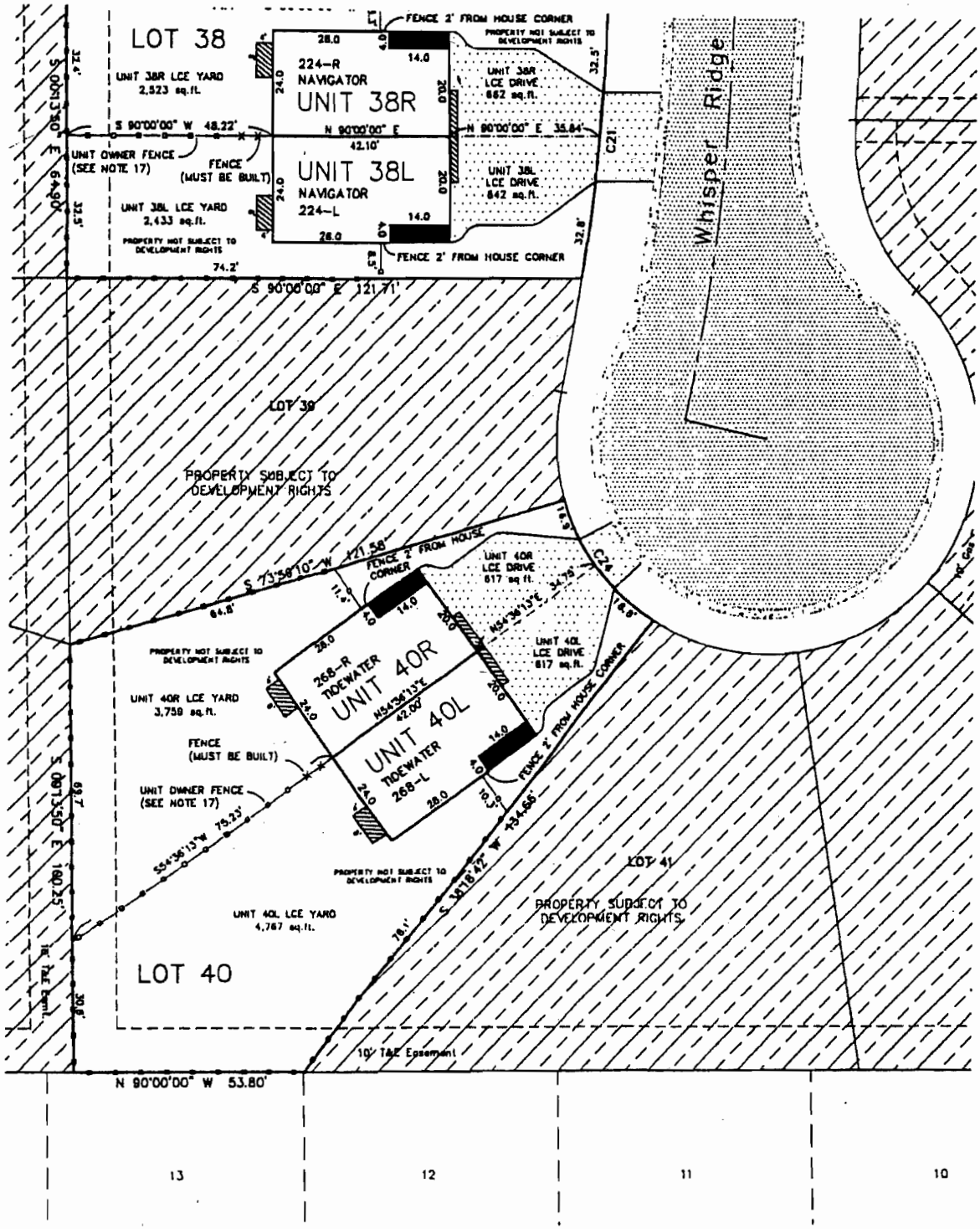
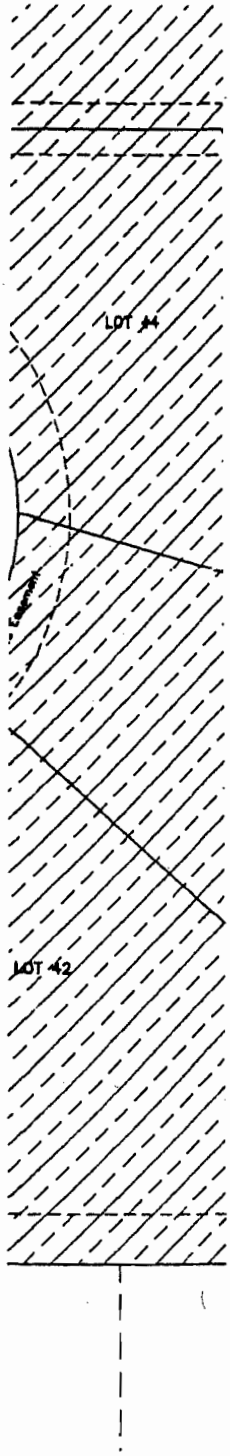


UNITS 37L, 37R, 38L, 40L



UNITS 37L, 37R, 38L, 38R, 40L & 40R

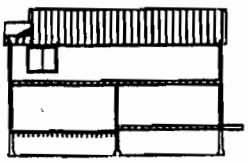


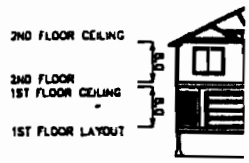
LEGEND:

- Concrete
- Paved Drive (must
- Overhang
- Deck
- Existing Paved Roc
- Fence (must be bı
- Unit Owner Fence

FLOOR TO CEILING HEIGHT

NOT TO SCALE





CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C18	62.59	730.00	4°54'46"	N86°49'34"E	62.57
C19	31.81	20.00	91°08'25"	N50°03'37"W	28.56
C20	54.31	490.00	6°21'03"	N01°18'53"W	54.28
C21	65.27	490.00	7°37'54"	N05°40'35"E	65.22
C24	35.76	50.00	40°58'28"	S36°30'05"E	35.00

t be built)

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 INCH = 20 FT.

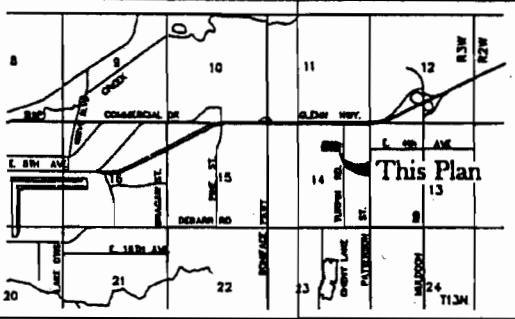
SHEET 2 OF 3

ɔad

built)

: (see note 17)

Vicinity Map Scale: 1"= 1 Mile



A CONDOMINIUM PLAT OF:

WHISPERWOOD HILL CONDOMINIUMS

UNITS 3L, 3R, 5L, 5R, 28L, 28R, 37L, 37R, 38L, 38R, 40L & 40R

PHASE 2 ADDING UNITS

UNITS 37L, 37R, 38L, 38R, 40L & 40R

LOCATED ON:

LOTS 3, 5, 37, 38, 40, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOT 28, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT NO. 2004-122, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ANCHORAGE RECORDING DISTRICT, ALASKA.

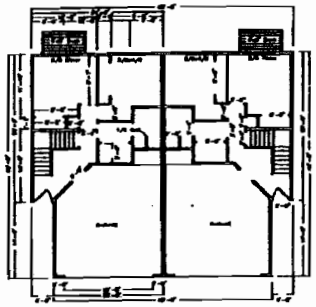
LAND & CONSTRUCTION SURVEYORS • AUTOCAD
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)
PLANNERS
ENGINEERS

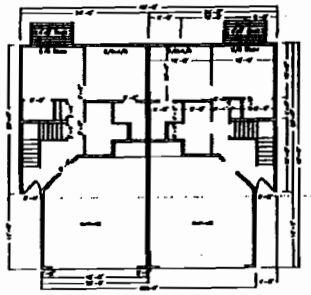
GRID: 1238	SCALE: 1"=20'	DATE: FEB. 14/2005	WO# 2003M42
DRAWN BY: CB			

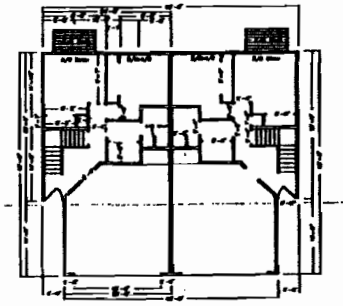
ITS

27 of 35
2006-030590-0

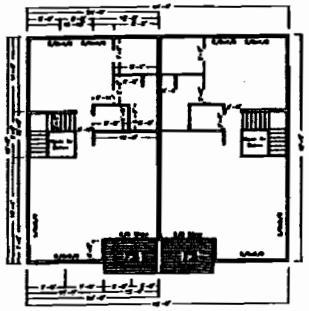
FIRST FLOOR



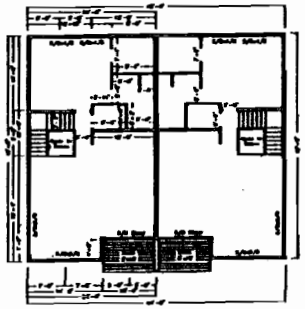




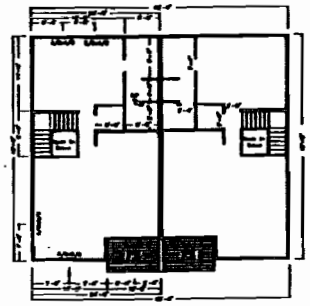
SECOND FLOOR



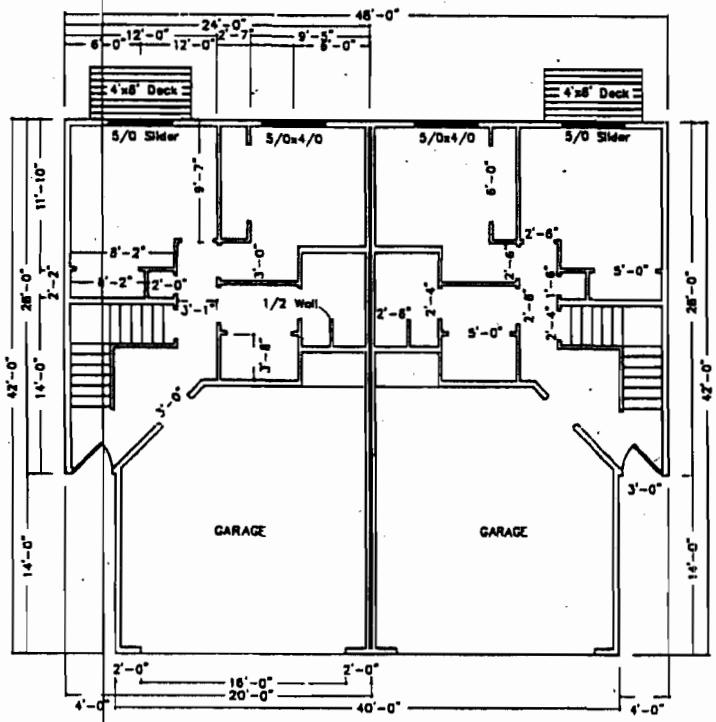
NAVIGATOR
UNITS 38L & 38R

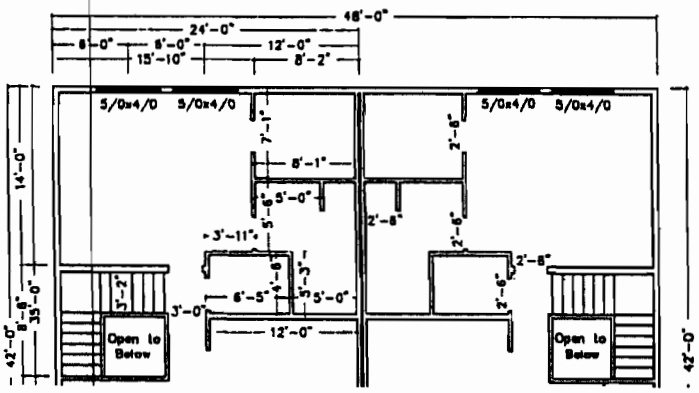


TIDEWATER
UNITS 40L & 40R



LEEWARD
UNITS 37L & 37R





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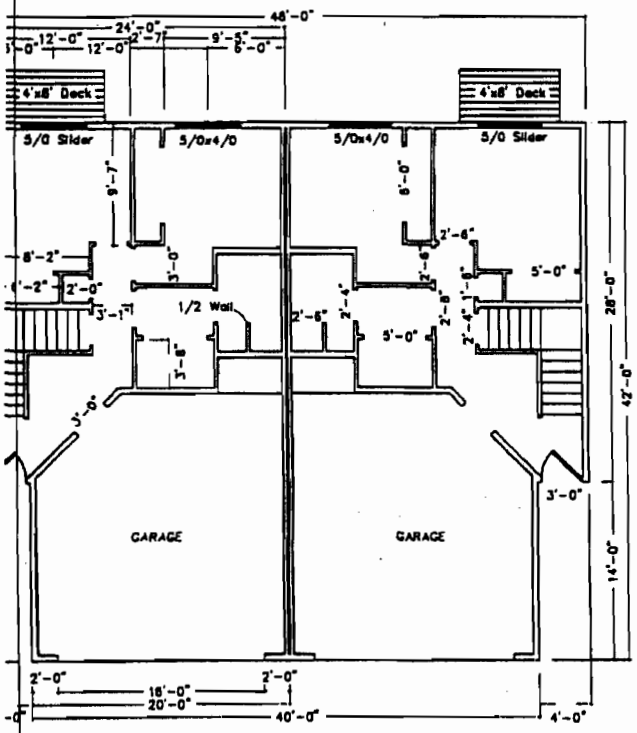
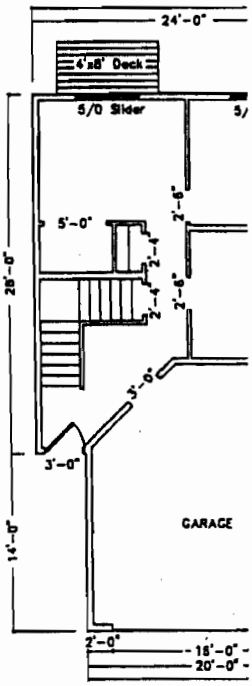
FIR





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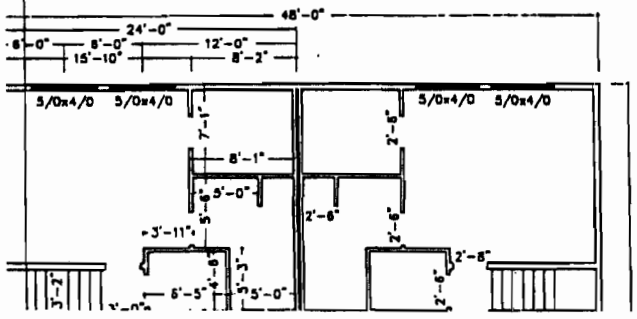
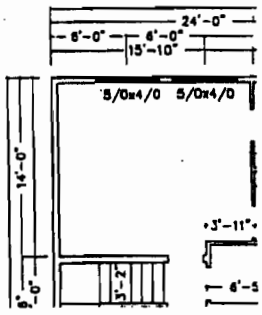
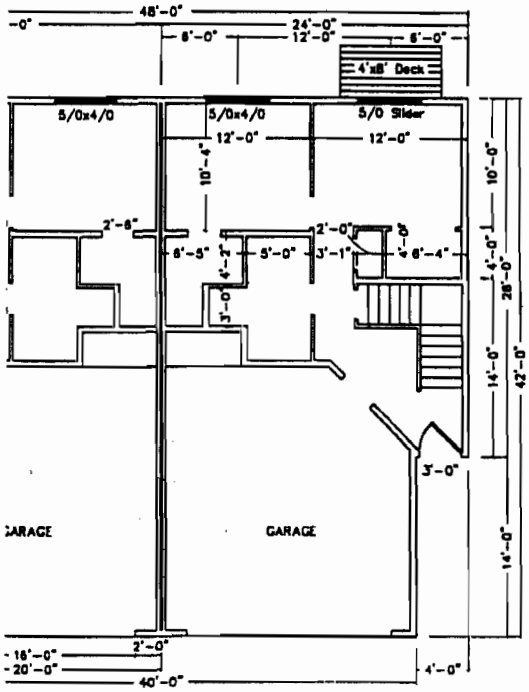
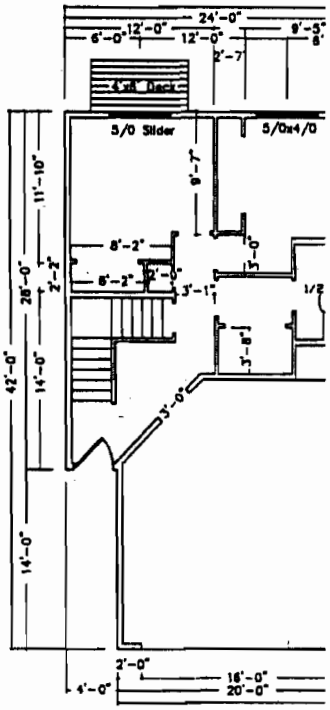




2006-030690-0

[RST FLOOR





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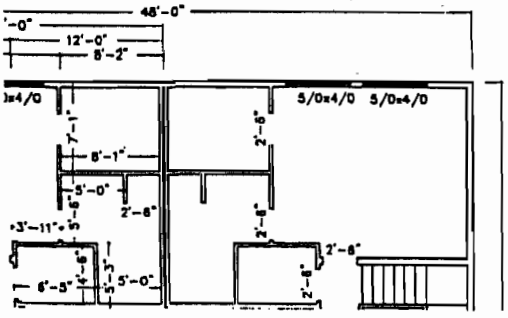
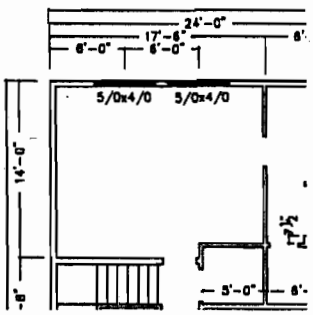
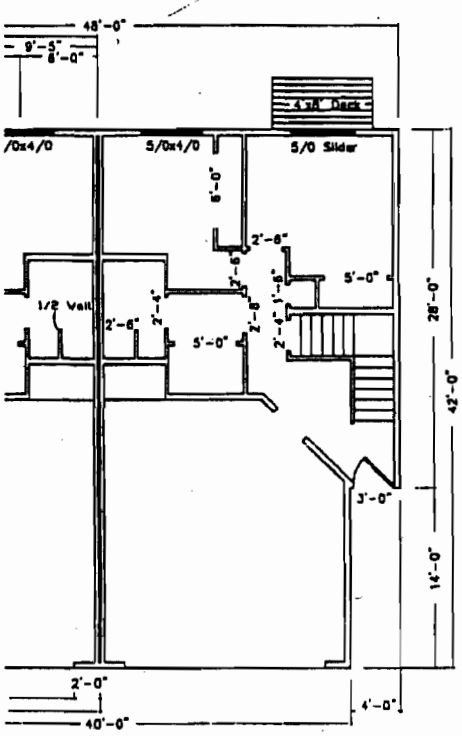
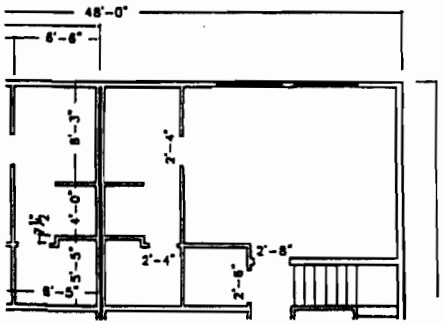


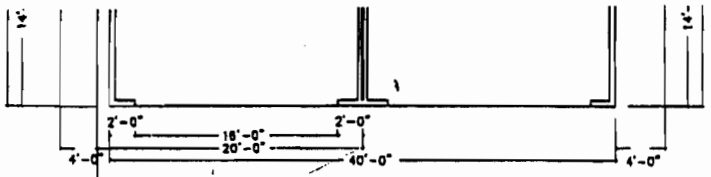


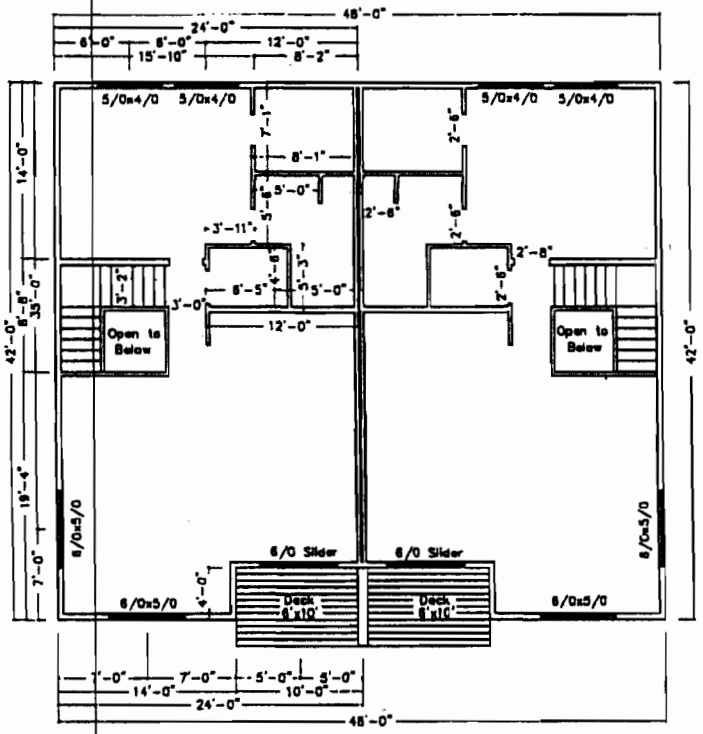
30 of 35
2005-030590-0



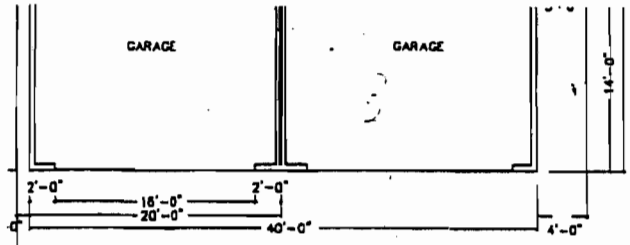
UNIT INTERIOR AREAS PER BUILDING PLANS				
UNIT #	FIRST FLOOR S.F.	SECOND FLOOR S.F.	TOTAL LIVING AREA	GARAGE S.F.
UNIT 37L	524 sq.ft.	846 sq.ft.	1370 sq.ft.	380 sq.ft.
UNIT 37R	524 sq.ft.	846 sq.ft.	1370 sq.ft.	380 sq.ft.
UNIT 38L	524 sq.ft.	846 sq.ft.	1370 sq.ft.	380 sq.ft.
UNIT 38R	524 sq.ft.	846 sq.ft.	1370 sq.ft.	380 sq.ft.
UNIT 40L	524 sq.ft.	846 sq.ft.	1370 sq.ft.	380 sq.ft.
UNIT 40R	524 sq.ft.	846 sq.ft.	1370 sq.ft.	380 sq.ft.

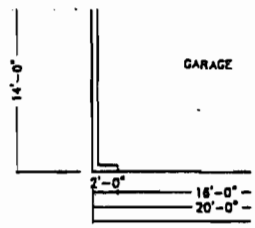






NAVIGATOR
UNITS 38L & 38R





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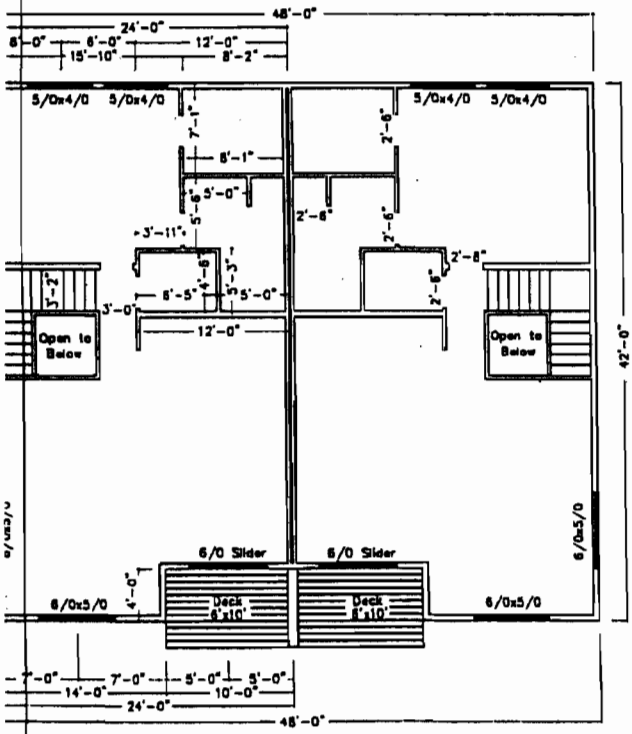
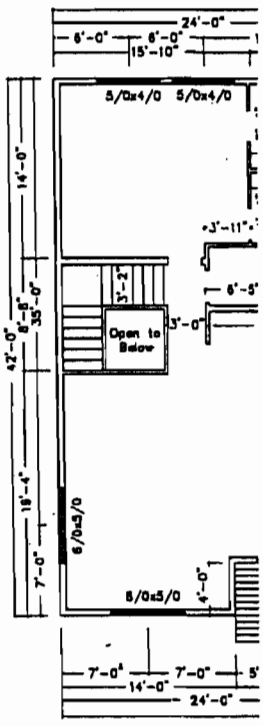
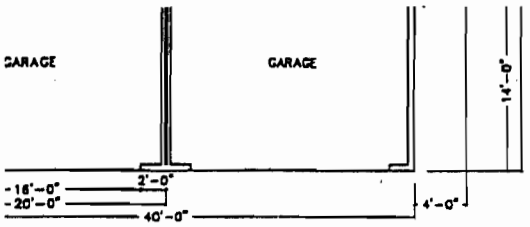


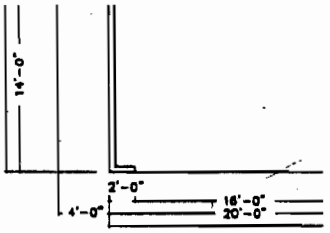


NAVIGATOR
UNITS 38L & 38R

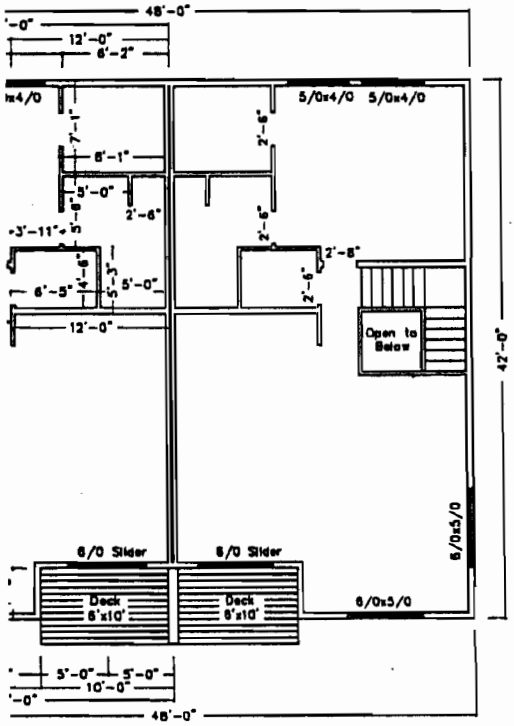
TI
UNI

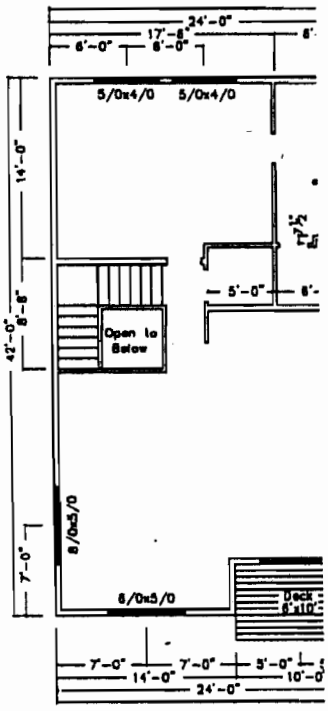
2006-030690-0





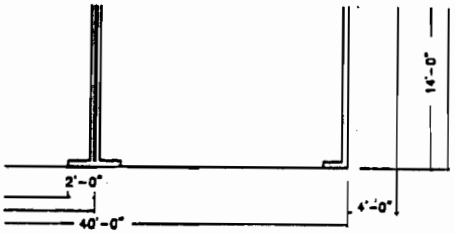
COND FLOOR





TIDEWATER
NITS 40L & 40R

LEE
UNITS



UNIT INTERIOR AREAS PER BUILDING PLANS				
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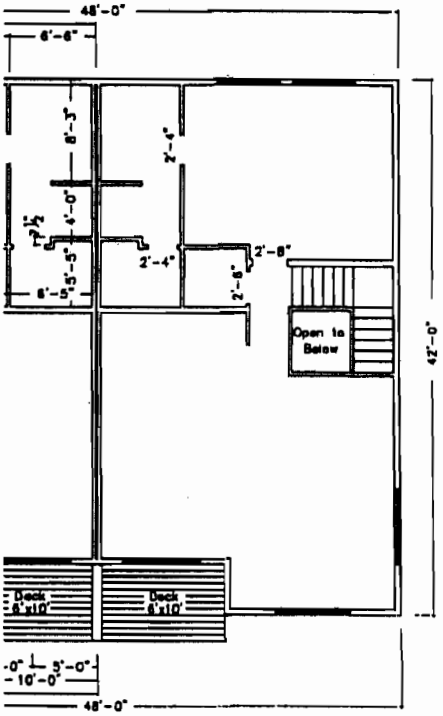
UNIT 38R	524 sq.ft.	846 sq.ft.	1370 sq.ft.	380 sq.ft.
UNIT 40L	524 sq.ft.	846 sq.ft.	1370 sq.ft.	380 sq.ft.
UNIT 40R	524 sq.ft.	846 sq.ft.	1370 sq.ft.	380 sq.ft.



SHEET 3 OF 3

A CONDOMINIUM PLAT OF:

WHISPERWOOD HILL CONDOMINIUMS

UNITS 3L, 3R, 5L, 5R, 28L, 28R, 37L, 37R, 38L, 38R, 40L & 40R

PHASE 2 ADDING UNITS

UNITS 37L, 37R, 38L, 38R, 40L & 40R

LOCATED ON:

LOTS 3, 5, 37, 38, 40, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOT 28, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT NO. 2004-122, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ANCHORAGE RECORDING DISTRICT, ALASKA.

lantech
LAND & CONSTRUCTION SURVEYORS • AUTOCAD
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)
PLANNERS
ENGINEERS

GRID: 1238	SCALE: 1/8"=1'	DATE: FEB. 14/2005	WO# 2003M42
DRAWN BY: CB			

EEWARD
'S 37L & 37R

ALASKA
2005-052226-0
Recording Dist: 301 - Anchorage
7/27/2005 2:21 PM Pages: 1 of 36

AMENDMENT NO. 2 TO DECLARATION

OF

WHISPERWOOD HILL CONDOMINIUMS

EXERCISING DEVELOPMENT RIGHTS

AFTER RECORDATION RETURN TO:

James H. McCollum
Law Offices of James H. McCollum, LLC.
510 L Street, Ste. 540
Anchorage, Alaska 99501

AMENDMENT NO. 2 TO

DECLARATION
OF
WHISPERWOOD HILL CONDOMINIUMS

EXERCISING DEVELOPMENT RIGHTS

Hultquist Homes, Inc., an Alaska corporation, with an office at 360 E. 100th Avenue, Anchorage, Alaska 99515, "Declarant" under that certain Declaration for Whisperwood Hill Condominiums, dated the 3rd day of March, 2005 and recorded on the 4th day of March, 2005, at Serial No. 2005-013803-0 and as set forth in Plat No. 2005-22 at Serial No. 2005-013802-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, and as amended by Amendment No. 1, recorded on the 9th day of May, 2005 at Serial Recording No. 2005-030590-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, ("Declaration") pursuant to Section 34.08.180 of the Alaska Uniform Common Interest Ownership Act, and pursuant to reservations of Development Rights reserved pursuant to Section 34.08.130(a) (8) of the Act and Article VII of the Declaration, does hereby amend the Declaration and does hereby declare:

ARTICLE I. Schedule A-1, Description of Common Interest Community, attached hereto is substituted for the current Schedule A-1 of the Declaration which is declared null and void.

ARTICLE II. Schedule A-2, Table of Interests, attached hereto, adding six (6) Units being Units 39L, 39R, 41L, 41R, 43L and 43R, together with their appurtenant Limited Common Elements, on Lots 39, 40 and 41, Block 3, WHISPERWOOD SUBDIVISION-Phase 2, according to Plat No. 2004-138, Anchorage Recording District, as shown on Schedule A-3, and interests is substituted for the current Schedule A-2 of the Declaration which is declared null and void.

ARTICLE III. Schedule A-3, the Plat attached hereto and filed under Plat No. 2005-97, supplements the current Schedule A-3 of the Declaration as filed under Plat No. 2005-56, Anchorage Recording District, Third Judicial District, State of Alaska, by reflecting the addition of Units and Limited Common Elements on that portion of the Property shown on the Plat as "Property Not Subject to Development Rights"

ARTICLE IV. Development rights reserved in the Declaration within that portion of the Property, shown on Plat No. 2005-97, Anchorage Recording District, Third Judicial District, State of Alaska as 'Property Not Subject to Development Rights' are hereby declared terminated. Limited Common Elements depicted on Schedule A-3 hereto are hereby assigned as appurtenant to the Units indicated. Those Limited Common

Elements described in Article V and not otherwise depicted on Schedule A-3 hereto, are hereby assigned to their appurtenant Units as applicable.

HULTQUIST HOMES, INC.,

By: David D Hult
David D. Hultquist
It's President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 15 day of July, 2005, before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **DAVID D. HULTQUIST** , to me known and known to me to be the President of **HULTQUIST HOMES, INC.,** , and known to me to be the person who signed the foregoing instrument, on behalf of said corporation.

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

PAMELA GIFFORD NOTARY PUBLIC State Of Alaska

Notary Public in and for Alaska
My Commission Expires:

My Commission Expires
May 28, 2007

3 of 36
2005-052226-0

APPROVAL OF LENDER

The undersigned is the beneficiary under the following Deeds of Trust:

1. Construction Deed of Trust dated January 6, 2005 and recorded on the 14th day of January, 2005, Serial No. 2005-002893-0, in the Anchorage Recording District, Third Judicial District, State of Alaska; and

2. Deed of Trust dated January 7, 2005 and recorded on the 14th day of January, 2005, Serial No. 2005-002894-0, in the Anchorage Recording District, Third Judicial District, State of Alaska.

The undersigned beneficiary approves Amendment No. 2 herein, to the Declaration of Whisperwood Hill Condominiums ("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: July 22, 2005.

KEY BANK NATIONAL ASSOCIATION

By: _____
Kathleen Herdlein
Vice President

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

THIS IS TO CERTIFY that on this 22nd day of July, 2005, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **KATHLEEN HERDLEIN**, to me known and known to me to be the Vice President of KEY BANK NATIONAL ASSOCIATION and known to me to be the person who signed the foregoing instrument, on behalf of said corporation.

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

ROBIN PARSONS NOTARY PUBLIC STATE OF WASHINGTON COMM. EXP. APRIL 26, 2008

_____
Notary Public in and for State of Washington
My Commission Expires: 4-26-08

4 of 36
2005-052226-0

DESCRIPTION OF COMMON INTEREST COMMUNITY
SCHEDULE A-1

DESCRIPTION OF COMMON INTEREST COMMUNITY

PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS

Lot 28, Block 3, 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; and

Lots 3, 5, 37 through 41 and 43, Block 3, WHISPERWOOD SUBDIVISION, Phase 2, according to the official plat thereof, filed under Plat No. 2004-138, records of the Anchorage Recording District, Third Judicial District, State of Alaska;

and as shown on the Plat as "Property Not Subject To Development Rights."

PROPERTY SUBJECT TO DEVELOPMENT RIGHTS

Lot 27 and Lots 29 through 36, Block 3, WHISPERWOOD SUBDIVISION, according to the official plat thereof, filed under Plat No. 2004-122, records of the Anchorage Recording District, Third Judicial District, State of Alaska; and

Lots 1, 2, 4, 6, 42 and 44, Block 3, WHISPERWOOD SUBDIVISION, according to the official plat thereof, filed under Plat No. 2004-138, records of the Anchorage Recording District, Third Judicial District, State of Alaska;

and shown on the Plat as "Property Subject To Development Rights."

EASEMENTS AFFECTING THE COMMON INTEREST COMMUNITY

SUBJECT TO

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

2. Rights of way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or

telephone distribution line or system by instrument recorded August 2, 1952, Book 78, Page 56. (Blanket Easement).

3. Easement for Sewer lines and appurtenances thereto granted to the GREATER ANCHORAGE AREA BOROUGH, recorded January 19, 1970, Misc. Book 184, Page 41. (Affects: the South 10 feet).

4. Right of Way Easement, including terms and provisions thereof, granted to the CITY OF ANCHORAGE, and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded June 17, 1971, Misc. Book 203, Page 167. (Affects a northerly portion).

5. Storm Drain Easement and appurtenances thereto granted to the CITY OF ANCHORAGE, recorded May 20, 1982, Book 732, Page 783. (Affects a southerly portion).

6. Public Use Easement and appurtenances thereto granted to the CITY OF ANCHORAGE, recorded August 2, 1982, Book 760, Page 809 (Affects a southerly portion).

7. Conditions and provisions as contained in NOTES as shown on the Plat of said subdivision.

8. Slope Easements, as dedicated and reserved on the Plat of said subdivision.

9. Easements as shown on the Plat of said subdivision.

10. Notice of Subdivision Agreement including terms and provisions therof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded March 16, 2004 Instrument No. 2004-017078-0.
NOTE: The above Subdivision Agreement does not create a lien on the subject property.

11. Notice of Subdivision Agreement including terms and provisions therof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded April 5, 2004 Instrument No. 2004-022877-0.
NOTE: The above Subdivision Agreement does not create a lien on the subject property.

12. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded August 2, 2004, Instrument No. 2004-056939. (See instrument for areas affected).

SCHEDULE A-2

TABLE OF INTERESTS

Unit No.	Street Address	Percentage Share of Common Elements	Percentage Share of Common Expenses	Vote in the Affairs of the Association	Limited Common Element - Deck (D) Driveway (DW)
3L	6614-L Whisperwood Park Drive	5.555%	5.555%	1	DW-3L/D-3L
3R	6614-R Whisperwood Park Drive	5.555%	5.555%	1	DW-3R/D-3R
5L	6683-L Whispering Loop	5.555%	5.555%	1	DW-5L/D-5L
5R	6683-R Whispering Loop	5.555%	5.555%	1	DW-5R/D-5R
28L	222-L Whisper Knoll Circle	5.555%	5.555%	1	DW-28L/D-28L
28R	222-R Whisper Knoll Circle	5.555%	5.555%	1	DW-28R/D-28R
37L	202-L Whisper Ridge Circle	5.555%	5.555%	1	DW-37L/D-37L
37R	202-R Whisper Ridge Circle	5.555%	5.555%	1	DW-37R/D-37R
38L	224-L Whisper Ridge Circle	5.555%	5.555%	1	DW-38L/D-38L
38R	224-R Whisper Ridge Circle	5.555%	5.555%	1	DW-38R/D-38R
39L	246-L Whisper Ridge Circle	5.555%	5.555%	1	DW-39L/D-39L
39R	246-R Whisper Ridge Circle	5.555%	5.555%	1	DW-39R/D-39R
40L	268-L Whisper Ridge Circle	5.555%	5.555%	1	DW-40L/D-40L

40R	268-R Whisper Ridge Circle	5.555%	5.555%	1	DW-40R/D-40R
41L	290-L Whisper Ridge Circle	5.555%	5.555%	1	DW-41L/D-41L
41R	290-R Whisper Ridge Circle	5.555%	5.555%	1	DW-41R/D-41R
43L	259-L Whisper Ridge Circle	5.555%	5.555%	1	DW-43L/D-43L
43R	259-R Whisper Ridge Circle	5.555%	5.555%	1	DW-43R/D-43R
TOTAL		**100.000%**	**100.000%**	**18**	

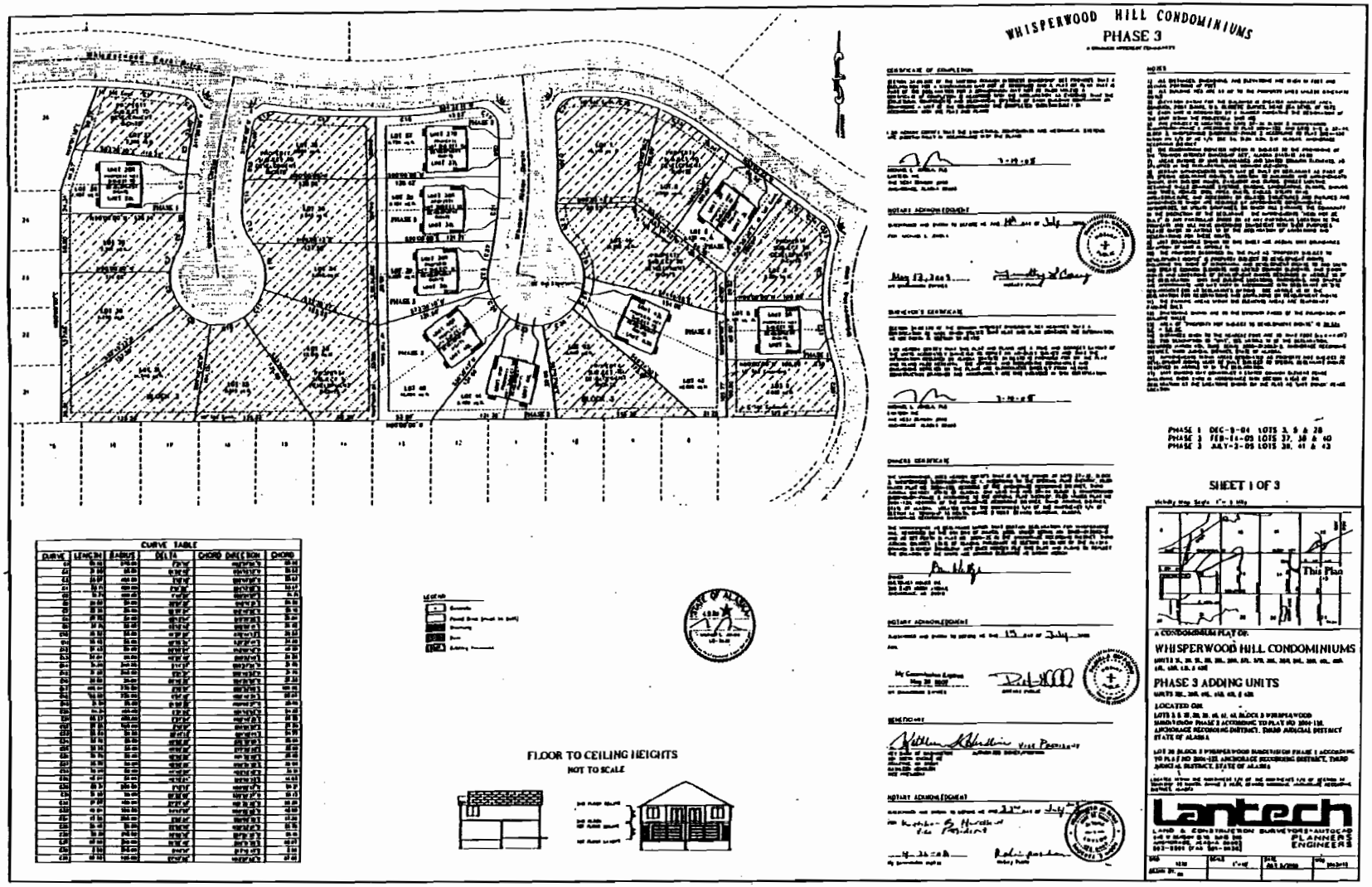
2005-052226-0
8 of 36

PLAT AND PLANS

(Declaration Schedule A-3)

2005-97

2005-052225-0



WHISPERWOOD HILL CONDOMINIUMS
PHASE 3

CERTIFICATE OF COMPLETION

NOTARY ACKNOWLEDGMENT

SURVEYOR'S CERTIFICATE

OWNERS CERTIFICATE

NOTARY ACKNOWLEDGMENT

BENEFICIARY

NOTARY ACKNOWLEDGMENT

NOTES

PHASE 1 DEC-9-04 LOTS 3, 5 & 28
PHASE 2 FEB-11-05 LOTS 37, 38 & 40
PHASE 3 JULY-2-05 LOTS 39, 41 & 42

SHEET 1 OF 3

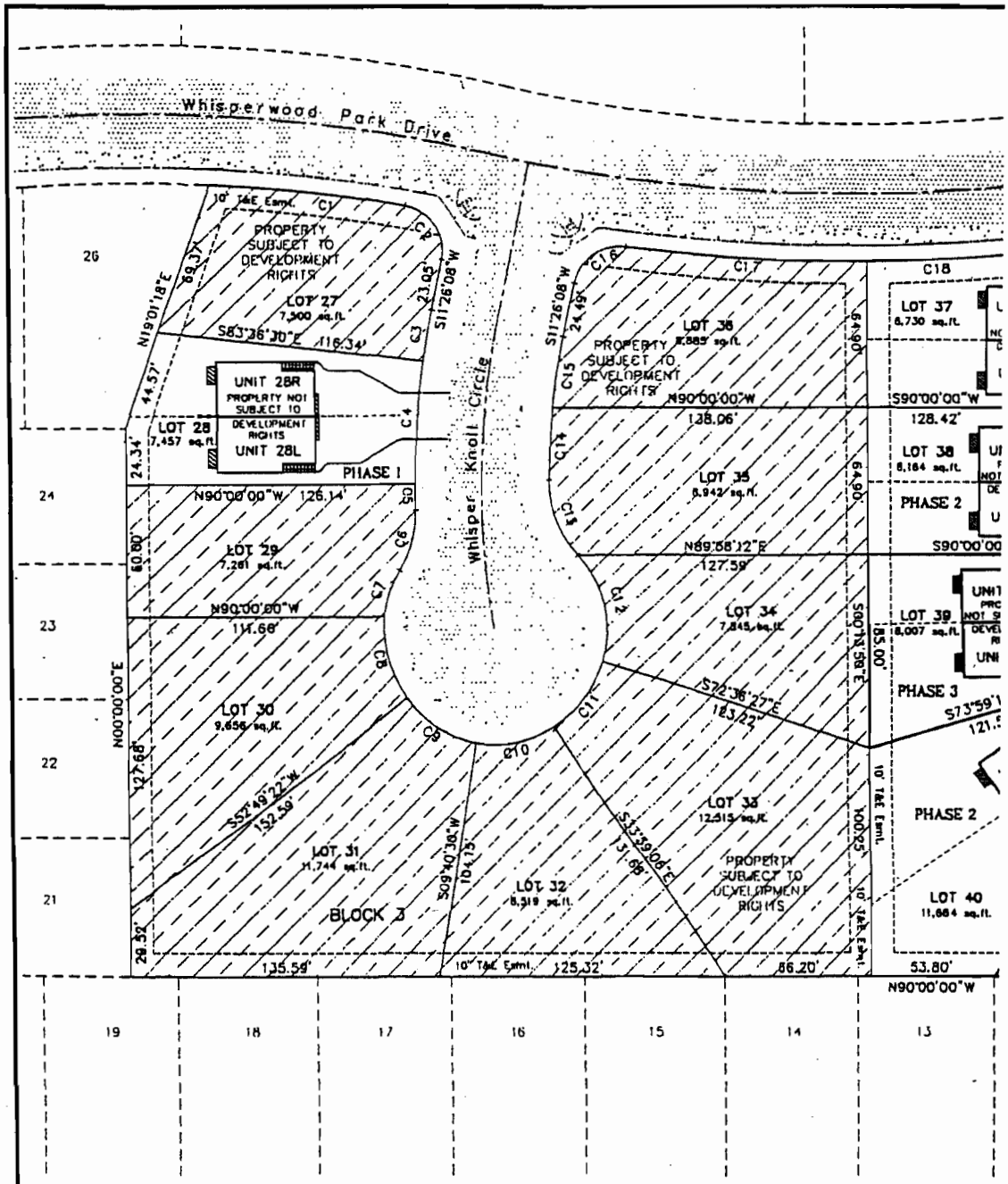
Vicinity Map Scale: 1" = 1 Mile

This Plan

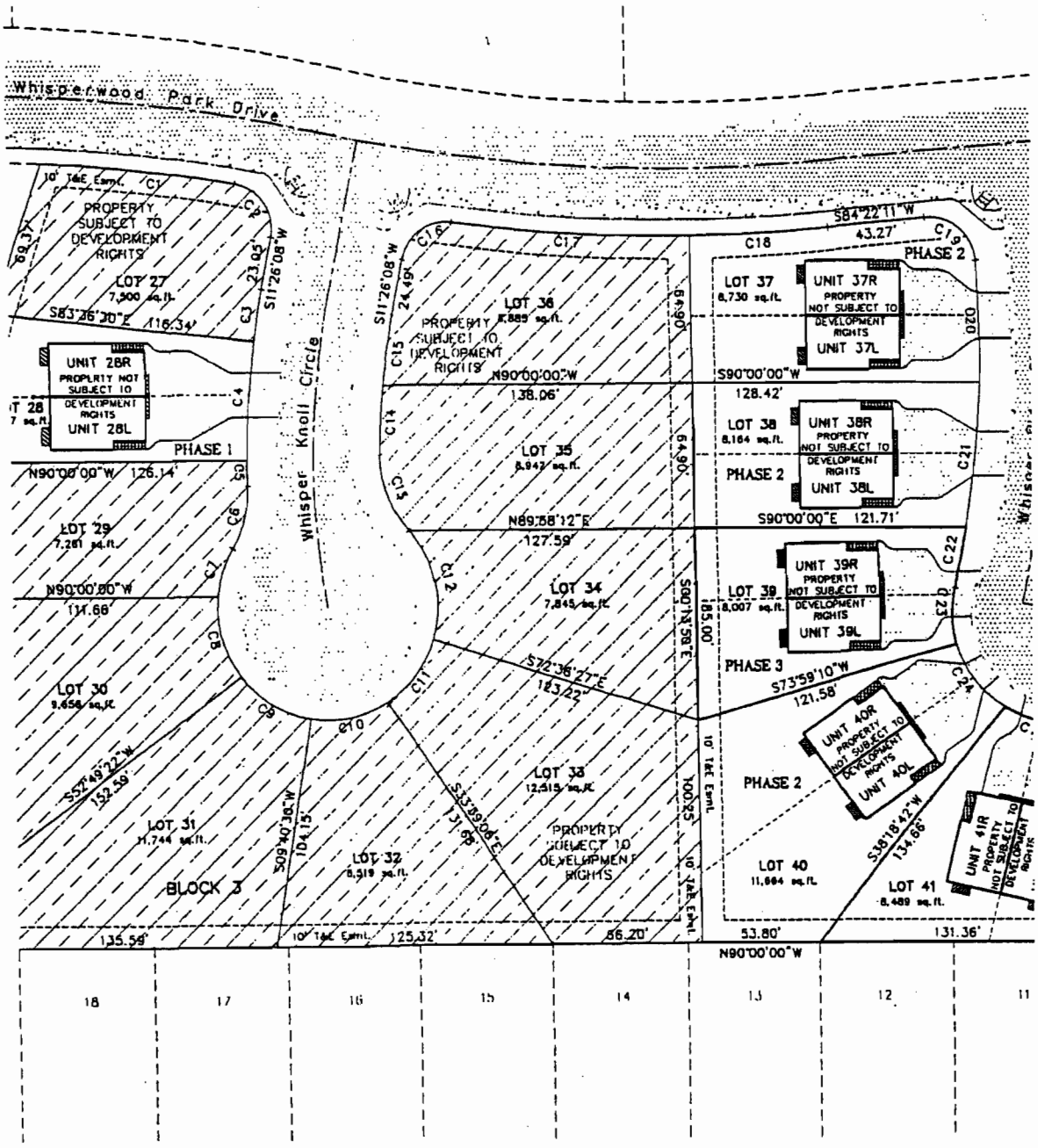
A CONDOMINIUM PLAT OF:

WHISPERWOOD HILL CONDOMINIUMS

UNITS 3, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67,



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C1	85.88	670.00	7°21'10"	N83°37'09"W	85.82
C2	31.90	20.00	91°22'43"	N34°15'13"W	28.62
C3	23.07	400.00	3°18'18"	S09°47'00"W	23.07
C4	53.71	400.00	7°41'39"	S04°17'02"W	53.67
C5	11.71	400.00	1°40'39"	S00°24'07"E	11.71
C6	28.68	50.00	32°51'38"	N15°11'21"E	28.28
C7	22.36	50.00	25°37'34"	S18°48'22"W	22.18
C8	37.73	50.00	43°13'54"	S15°37'22"E	36.84
C9	37.71	50.00	43°12'43"	S58°30'41"E	36.82
C10	36.32	50.00	41°37'28"	N78°44'13"E	35.53



CURVE TABLE				
NGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
85.88	670.00	7°21'10"	N83°37'09"W	85.82
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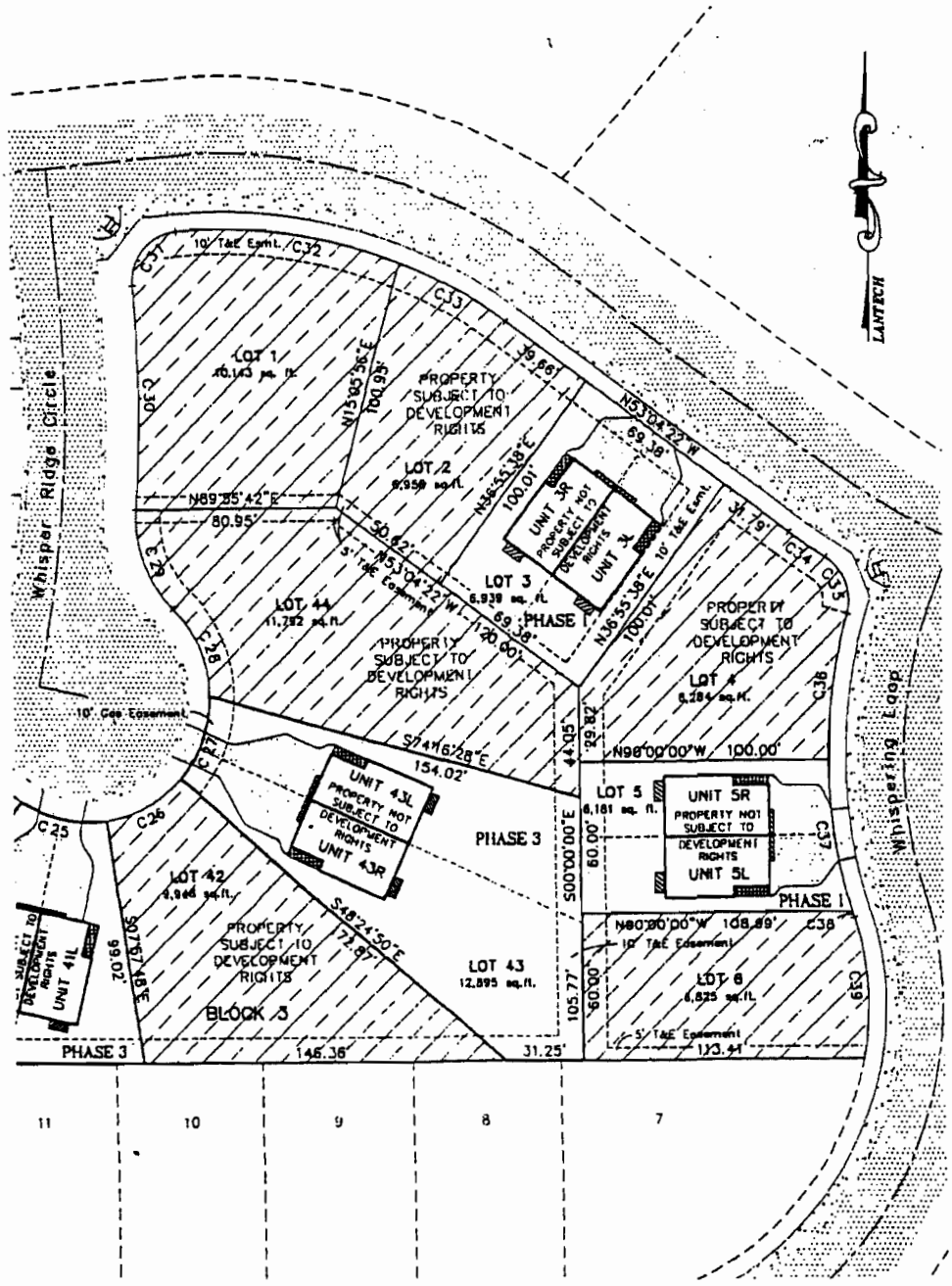
53.71	400.00	7°41'38"	S04°17'02"W	53.67
11.71	400.00	1°40'39"	S00°24'07"E	11.71
28.68	50.00	32°51'36"	N15°11'21"E	28.28
22.38	50.00	25°37'34"	S18°48'22"W	22.18

LEGEND:

Concrete



CERTIFICATE OF CON

SECTION 34.08.090 OF T
DECLARATION FOR A CO
PART OF THE DECLARATI
CERTIFICATE OF COMPLE
STRUCTURAL COMPONEN
COMPRISING A UNIT OF
ACCORDANCE WITH THE

I DO HEREBY CERTIFY TH
ARE SUBSTANTIALLY IN

MICHAEL L. JOKELA, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99

NOTARY ACKNOWLE

SUBSCRIBED AND SWOR

FOR: MICHAEL L. JOKEL

May 17, 200
MY COMMISSION EXPIRES

SURVEYOR'S CERTIF

SECTION 34.08.170 OF
CERTIFICATION BE MADE
AS SET FORTH IN SECTI

I DO HEREBY CERTIFY T
THE UNITS ACCURATELY
INFORMATION REQUIRED
AND PLANS FILED HERE
DIMENSIONS DEPICTED O
CONSTRUCTION DRAWING

MICHAEL L. JOKELA, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99

OWNERS CERTIFICAT

THE UNDERSIGNED, DOES
3, WHISPERWOOD SUBDI
UNDER PLAT NO. 2004-
JUDICIAL DISTRICT, STAT
SUBDIVISION--PHASE 2
2004-138, RECORDS OF
STATE OF ALASKA. LO
SECTION 14, TOWNSHIP
ANCHORAGE RECORDING

THE UNDERSIGNED AS O
HILL, RECORDED ON THE
AND AS SET FORTH IN
JUDICIAL DISTRICT, STAT
COMMON INTEREST OWN
THE CREATION OF THE

OWNER
MULTOUIST HOMES INC.
360 EAST 100TH AVENU
ANCHORAGE, AK. 99515

STATE OF ALASKA

13 of 36
2005-052226-0

WHISPERWOOD HILL CONDOMINIUMS
PHASE 3

A COMMON INTEREST COMMUNITY

F COMPLETION

O OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT PROVIDES THAT A
I A CONDOMINIUM MAY NOT BE RECORDED AND A PLAT OR PLAN THAT IS
CLARATION FOR A CONDOMINIUM MAY NOT BE FILED UNLESS A
OMPLETION IS RECORDED WITH THE DECLARATION AS EVIDENCE THAT THE
PONENTS AND MECHANICAL SYSTEMS OF EACH BUILDING CONTAINING OR
IT OF THE CONDOMINIUM ARE COMPLETED SUBSTANTIALLY IN
H THE PLAT AND PLANS.

TIFY THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS
LY IN ACCORDANCE WITH THE PLANS.

7-14-05

A, PLS

N #200
SKA 99503

OWLEDGMENT

SWORN TO BEFORE ME THIS 14th DAY OF July 2005

JOKELA

TIMOTHY L CREANY NOTARY PUBLIC State of Alaska

2009

EXPIRES

NOTARY PUBLIC

ERTIFICATE

O OF THE COMMON INTEREST OWNERSHIP ACT REQUIRES THAT A
MADE WHICH STATES THAT PLAT AND PLAN CONTAINS THE INFORMATION
SECTION 34.08.170.

TIFY THAT THIS PLAT AND PLANS ARE A TRUE AND CORRECT LAYOUT OF
RATELY SURVEYED TO DEPICT AN AS-BUILT SURVEY AND THAT THE
URRED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THE PLAT
HEREWITH. THE VERTICAL AND HORIZONTAL BOUNDARIES AND
ITED ON THE PLANS ARE REPRODUCED DIRECTLY FROM ACTUAL
RAWINGS AND ACCORDINGLY ARE NOT INCLUDED IN THIS CERTIFICATION.

7-14-05

A, PLS

N #200
SKA 99503

FICATE

, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOTS 27-36, BLOCK
SUBDIVISON-PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED
2004-122, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD
, STATE OF ALASKA; AND LOTS 1-8 AND 37-44 BLOCK 3, WHISPERWOOD
SE 2 ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NO.
DS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT,
L LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF
SHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA,
RDING DISTRICT.

AS DECLARANT UNDER THAT CERTAIN DECLARATION FOR WHISPERWOOD
IN THE 4TH DAY OF MARCH, 2005, UNDER SERIAL NO. 2005-013803-0
TH IN PLAT NO. 2005-22 IN THE ANCHORAGE RECORDING DISTRICT, THIRD
, STATE OF ALASKA, PURSUANT TO SECTION 34.08.100 OF THE ALASKA
OWNERSHIP ACT DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT
THE UNITS AND COMMON ELEMENTS AS SHOWN HEREIN.

INC.
AVENUE
99515

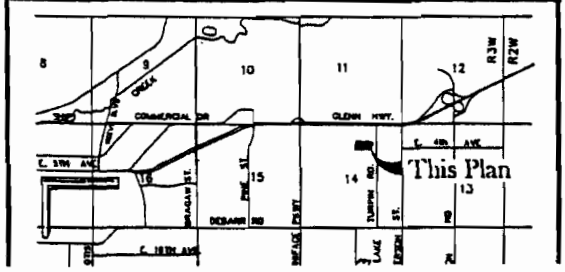
NOTES:

1) ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND DECIMAL PORTIONS OF FEET.
2) ALL BUILDING TIES ARE AT 90° TO THE PROPERTY LINES UNLESS OTHERWISE NOTED.
3) ELEVATION DATUM FOR THE BUILDINGS IS GREATER ANCHORAGE AREA BOROUGH, POST QUAKE, U.S. GEODETIC SURVEY, MEAN SEA LEVEL OF 1972.
4) EACH UNIT IS DESIGNATED BY A NUMBER INDICATING THE DESIGNATION OF THE UNIT WITHIN THE PROJECT(i.e. UNIT 1R).
5) THIS PROJECT IS LOCATED ON LOTS 27-36 BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT 2004-122, AND LOTS 1-8 & 37-44, BLOCK 3, WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT 2004-138 WITHIN NW 1/4 OF NE 1/4, SEC. 14, T13N, R3W, S.M. ALASKA, ANCHORAGE RECORDING DISTRICT.
6) THE CONDOMINIUM DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE "COMMON INTEREST OWNERSHIP ACT", ALASKA STATUTE 34.08.
7) AREAS OUTSIDE OF UNIT BOUNDARIES AND LIMITED COMMON ELEMENTS, AS SPECIFIED IN THE DECLARATION, ARE COMMON ELEMENTS.
8) 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, SIGN, 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.
9) UNIT BOUNDARIES SHOWN ON THIS SHEET ARE ACTUAL UNIT BOUNDARIES DEFINITION OF UNIT IN ARTICLE IV
10) 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.
11) THE PARKING AREAS WITHIN THE ELEMENTS AREAS ARE TEMPORARY PARKING ONLY.
12) DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
13) AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 78,524 S.F. = 1.8 AC.
14) DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e. 4'=4.00')
15) FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED MARCH 4TH, 2005, SERIAL 2005-013803-0, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
16) 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.
17) UNIT OWNERS MAY CONSTRUCT A LIMITED COMMON ELEMENT FENCE ENCLOSING THEIR YARD IN ACCORDANCE WITH SECTION 8.1(c) OF THE DECLARATION AT THE LOCATIONS SHOWN ON THE PLAT AS 'UNIT OWNER' FENCE LOCATION.

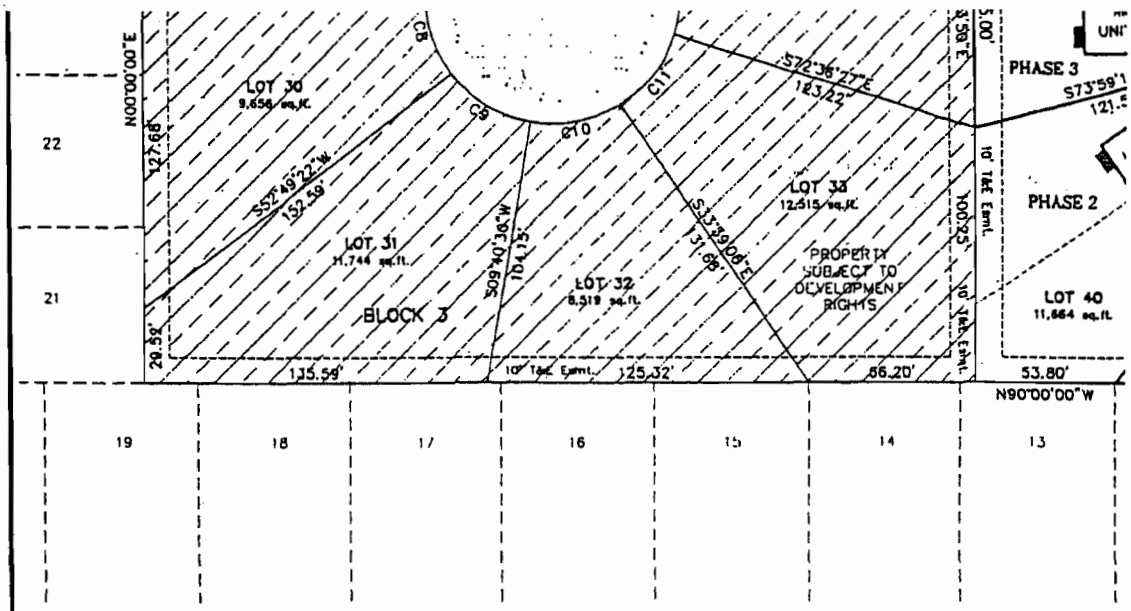
PHASE 1 DEC-9-04 LOTS 3, 5 & 28
PHASE 2 FEB-14-05 LOTS 37, 38 & 40
PHASE 3 JULY-2-05 LOTS 39, 41 & 43

SHEET 1 OF 3

Vicinity Map Scale: 1"= 1 Mile

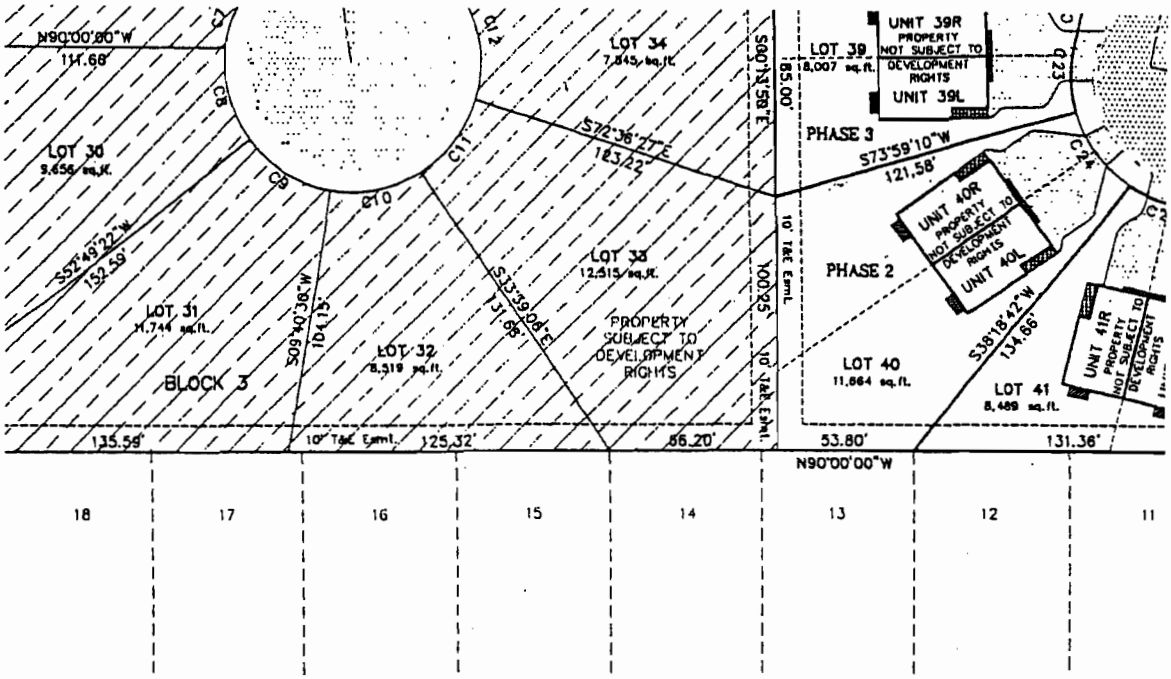


2005-052226-0



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C1	85.98	670.00	7°21'10"	N83°37'09"W	85.92
C2	31.90	20.00	91°22'43"	N34°15'13"W	28.62
C3	23.07	400.00	3°18'18"	S09°47'00"W	23.07
C4	53.71	400.00	7°41'39"	S04°17'02"W	53.67
C5	11.71	400.00	1°40'39"	S00°24'07"E	11.71
C6	28.66	50.00	32°51'38"	N19°11'21"E	28.26
C7	22.36	50.00	25°37'34"	S18°48'22"W	22.18
C8	37.73	50.00	43°13'54"	S15°37'22"E	36.84
C9	37.71	50.00	43°12'43"	S58°50'41"E	36.82
C10	36.32	50.00	41°37'29"	N78°44'13"E	35.53
C11	35.42	50.00	40°35'34"	N37°37'41"E	34.69
C12	51.43	50.00	58°56'24"	N12°08'18"W	49.20
C13	37.04	50.00	42°28'40"	S20°23'10"E	36.20
C14	31.10	340.00	5°14'27"	S03°27'24"W	31.09
C15	31.80	340.00	5°21'31"	S08°45'23"W	31.79
C16	30.06	20.00	86°10'39"	S54°31'28"W	27.33
C17	106.14	730.00	8°19'31"	S86°33'08"E	106.05
C18	62.59	730.00	4°54'46"	N88°49'34"E	62.57
C19	31.81	20.00	91°08'25"	N50°03'37"W	28.56
C20	54.31	490.00	6°21'03"	N01°18'33"W	54.28
C21	65.27	490.00	7°37'54"	N05°40'35"E	65.22
C22	27.20	490.00	3°10'51"	N11°04'57"E	27.20
C23	25.03	50.00	28°41'13"	S01°40'14"E	24.77
C24	35.76	50.00	40°58'29"	S36°30'05"E	35.00
C25	35.76	50.00	40°58'29"	S77°28'33"E	35.00
C26	35.76	50.00	40°58'29"	N61°32'58"E	35.00
C27	35.76	50.00	40°58'29"	N20°34'29"E	35.00
C28	38.99	50.00	44°40'50"	N22°15'10"W	38.01
C29	42.94	50.00	49°12'24"	S19°59'23"E	41.63
C30	89.31	550.00	9°18'13"	N00°02'17"W	89.21
C31	31.20	20.00	89°22'02"	S39°59'37"W	28.13
C32	91.07	190.00	27°27'43"	N81°35'30"W	90.20
C33	48.04	190.00	14°47'17"	N60°28'00"W	48.90
C34	17.35	250.00	3°58'34"	S55°03'39"E	17.35
C35	25.48	20.00	72°59'10"	N20°33'21"W	23.79
C36	59.21	210.00	16°09'16"	S07°31'38"W	59.01
C37	60.66	210.00	16°36'40"	S08°31'22"E	60.47
C38	2.58	210.00	0°42'11"	S17°10'47"E	2.58
C39	58.22	120.00	27°47'59"	N03°37'53"W	57.65

LEG



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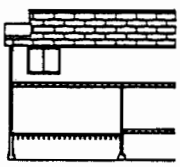
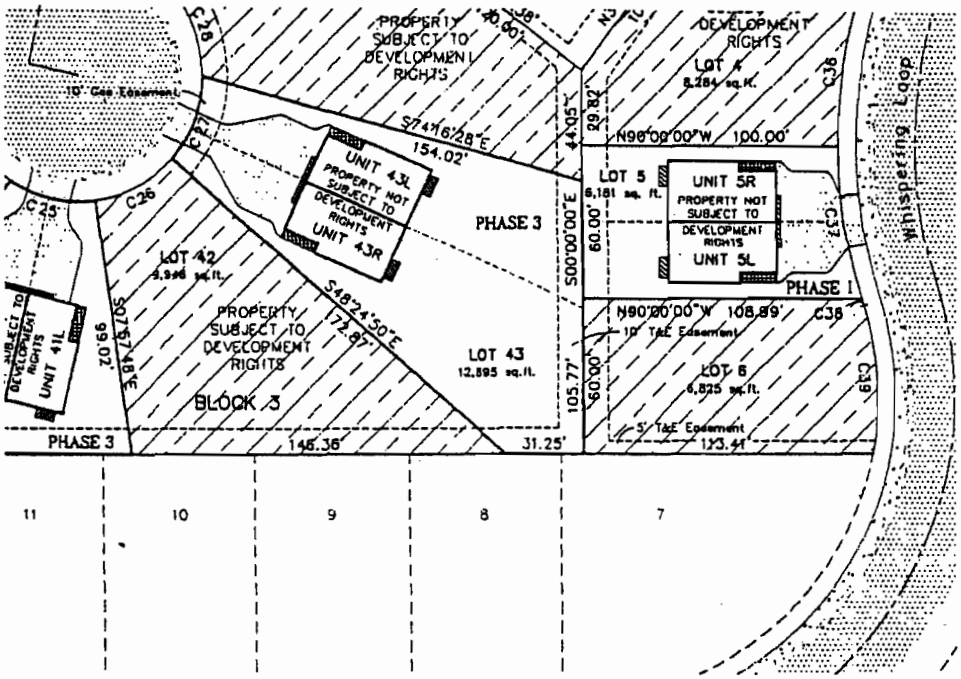
53.71	400.00	7°41'39"	S04°17'02"W	53.67
11.71	400.00	1°40'39"	S00°24'07"E	11.71
28.68	50.00	32°51'36"	N15°11'21"E	28.28
22.38	50.00	25°37'34"	S18°48'22"W	22.18
37.73	50.00	43°13'54"	S15°37'22"E	36.84
37.71	50.00	43°12'43"	S58°50'41"E	36.82
36.32	50.00	41°37'29"	N78°44'13"E	35.53
35.42	50.00	40°35'34"	N37°37'41"E	34.69
51.43	50.00	58°56'24"	N12°08'18"W	49.20
37.04	50.00	42°26'40"	S20°23'10"E	36.20
31.10	340.00	5°14'27"	S03°27'24"W	31.09
31.80	340.00	5°21'31"	S08°45'23"W	31.79
30.08	20.00	86°10'39"	S54°31'28"W	27.33
108.14	730.00	8°18'31"	S86°33'08"E	108.05
62.58	730.00	4°54'46"	N88°49'34"E	62.57
31.81	20.00	91°08'25"	N50°03'37"W	28.56
54.31	490.00	6°21'03"	N01°18'53"W	54.28
65.27	490.00	7°37'54"	N05°40'35"E	65.22
27.20	490.00	3°10'51"	N11°04'57"E	27.20
25.03	50.00	28°41'13"	S01°40'14"E	24.77
35.78	50.00	40°58'29"	S36°30'05"E	35.00
35.78	50.00	40°58'29"	S77°28'33"E	35.00
35.78	50.00	40°58'29"	N61°32'58"E	35.00
35.78	50.00	40°58'29"	N20°34'29"E	35.00
38.98	50.00	44°40'50"	N22°15'10"W	38.01
42.94	50.00	49°12'24"	S19°59'23"E	41.63
89.31	550.00	9°18'13"	N00°02'17"W	89.21
31.20	20.00	89°22'02"	S38°59'37"W	28.13
91.07	190.00	27°27'43"	N81°35'30"W	90.20
48.04	190.00	14°47'17"	N60°28'00"W	48.90
17.35	250.00	3°58'34"	S55°03'39"E	17.35
25.48	20.00	72°59'10"	N20°33'21"W	23.79
59.21	210.00	16°09'16"	S07°51'36"W	59.01
60.88	210.00	16°36'40"	S08°31'22"E	60.67
2.58	210.00	0°42'11"	S17°10'47"E	2.58
58.22	120.00	27°47'39"	N03°37'33"W	57.65

LEGEND:

- Concrete
- Paved Drive (must be built)
- Overhang
- Deck
- Existing Pavement



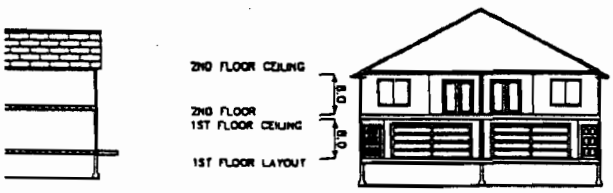


built)

STATE OF ALASKA
49TH
Michael L. Jokela
LS-7839
Registered Professional Land Surveyor

FLOOR TO CEILING HEIGHTS

NOT TO SCALE



May 17, 200
MY COMMISSION EXPIRES

SURVEYOR'S CERTIF

SECTION 34.08.170 OF
CERTIFICATION BE MADE
AS SET FORTH IN SECTI

I DO HEREBY CERTIFY T
THE UNITS ACCURATELY
INFORMATION REQUIRED
AND PLANS FILED HERE
DIMENSIONS DEPICTED C
CONSTRUCTION DRAWING

MICHAEL L. JOKELA, PLS
LANTECH INC.
440 WEST BENSON #20
ANCHORAGE, ALASKA 9

OWNERS CERTIFICAT

THE UNDERSIGNED, DOES
3, WHISPERWOOD SUBDI
UNDER PLAT NO. 2004-
JUDICIAL DISTRICT, STA
SUBDIVISION--PHASE 2 /
2004-138, RECORDS OF
STATE OF ALASKA. LO
SECTION 14, TOWNSHIP
ANCHORAGE RECORDING

THE UNDERSIGNED AS D
HILL, RECORDED ON TH
AND AS SET FORTH IN
JUDICIAL DISTRICT, STA
COMMON INTEREST OWN
THE CREATION OF THE

OWNER
MULTOURIST HOMES INC.
360 EAST 100TH AVENU
ANCHORAGE, AK. 99515

NOTARY ACKNOWLE

SUBSCRIBED AND SWOR

FOR:

My Commission I
May 28, 20

MY COMMISSION EXPIRE

BENEFICIARY:

KEY BANK OF WASHING
601 108TH AVENUE NE
BELLEVUE, WA 98004
KATHLEEN HEROLEIN
VICE PRESIDENT

NOTARY ACKNOWLE

SUBSCRIBED AND SWOR

FOR: Kathleen
Vice

4-26-0

My commission expires

2005-052226-0

2009
EXPIRES

Timothy L Creany
NOTARY PUBLIC

CERTIFICATE

70 OF THE COMMON INTEREST OWNERSHIP ACT REQUIRES THAT A
MADE WHICH STATES THAT PLAT AND PLAN CONTAINS THE INFORMATION
SECTION 34.08.170.

RTIFY THAT THIS PLAT AND PLANS ARE A TRUE AND CORRECT LAYOUT OF
RATELY SURVEYED TO DEPICT AN AS-BUILT SURVEY AND THAT THE
UIRED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THE PLAT
HEREWITH. THE VERTICAL AND HORIZONTAL BOUNDARIES AND
CTED ON THE PLANS ARE REPRODUCED DIRECTLY FROM ACTUAL
RAWINGS AND ACCORDINGLY ARE NOT INCLUDED IN THIS CERTIFICATION.

7-14-05

A, PLS

200
SKA 99503

FICATE

I, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOTS 27-36, BLOCK
SUBDIVISON-PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED
2004-122, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD
, STATE OF ALASKA; AND LOTS 1-6 AND 37-44 BLOCK 3, WHISPERWOOD
SE 2 ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NO.
OS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT.
L. LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF
SHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA.
RDING DISTRICT.

) AS DECLARANT UNDER THAT CERTAIN DECLARATION FOR WHISPERWOOD
ON THE 4TH DAY OF MARCH, 2005, UNDER SERIAL NO. 2005-013803-0
TH IN PLAT NO. 2005-22 IN THE ANCHORAGE RECORDING DISTRICT, THIRD
, STATE OF ALASKA, PURSUANT TO SECTION 34.08.100 OF THE ALASKA
T OWNERSHIP ACT DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT
THE UNITS AND COMMON ELEMENTS AS SHOWN HEREIN.

, INC.
AVENUE
99515

OWLEDGMENT

SWORN TO BEFORE ME THIS 15 DAY OF July 2005.

sion Expires
1, 2007
EXPIRES

NOTARY PUBLIC

PAMELA GIFFORD
NOTARY PUBLIC
State Of Alaska

een L Herdlein VICE PRESIDENT
SHINGTON AUTHORIZED SIGNER/POSITION
E NE
004
3N

OWLEDGMENT

SWORN TO BEFORE ME THIS 22nd DAY OF July 2005

en L Herdlein
e President

28

Notary Public

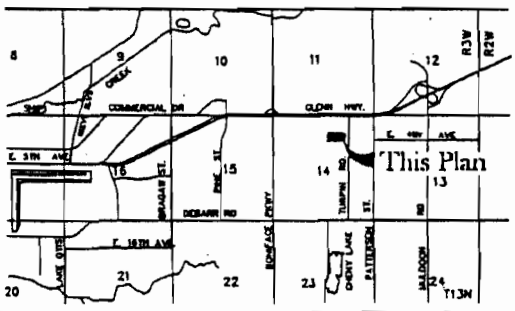
STATE OF WASHINGTON
ROBIN E. PARSONS
NOTARY PUBLIC

DEFINITION OF UNIT IN ARTICLE IV
10) 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.
11) THE PARKING AREAS WITHIN THE ELEMENTS AREAS ARE TEMPORARY PARKING ONLY.
12) DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
13) AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 78,524 S.F. = 1.8 AC.
14) DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e. 4'=4.00')
15) FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED MARCH 4TH, 2005, SERIAL 2005-013803-0, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
16) 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.
17) UNIT OWNERS MAY CONSTRUCT A LIMITED COMMON ELEMENT FENCE ENCLOSING THEIR YARD IN ACCORDANCE WITH SECTION 6.1(e) OF THE DECLARATION AT THE LOCATIONS SHOWN ON THE PLAT AS 'UNIT OWNER' FENCE LOCATION.

PHASE 1 DEC-9-04 LOTS 3, 5 & 28
PHASE 2 FEB-14-05 LOTS 37, 38 & 40
PHASE 3 JULY-2-05 LOTS 39, 41 & 43

SHEET 1 OF 3

Vicinity Map Scale: 1"= 1 Mile



A CONDOMINIUM PLAT OF:

WHISPERWOOD HILL CONDOMINIUMS

UNITS 3L, 3R, 5L, 5R, 28L, 28R, 37L, 37R, 38L, 38R, 39L, 39R, 40L, 40R, 41L, 41R, 43L & 43R

PHASE 3 ADDING UNITS

UNITS 39L, 39R, 41L, 41R, 43L & 43R

LOCATED ON:

LOTS 3, 5, 37, 38, 39, 40, 41, 43, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOT 28, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT NO. 2004-122, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

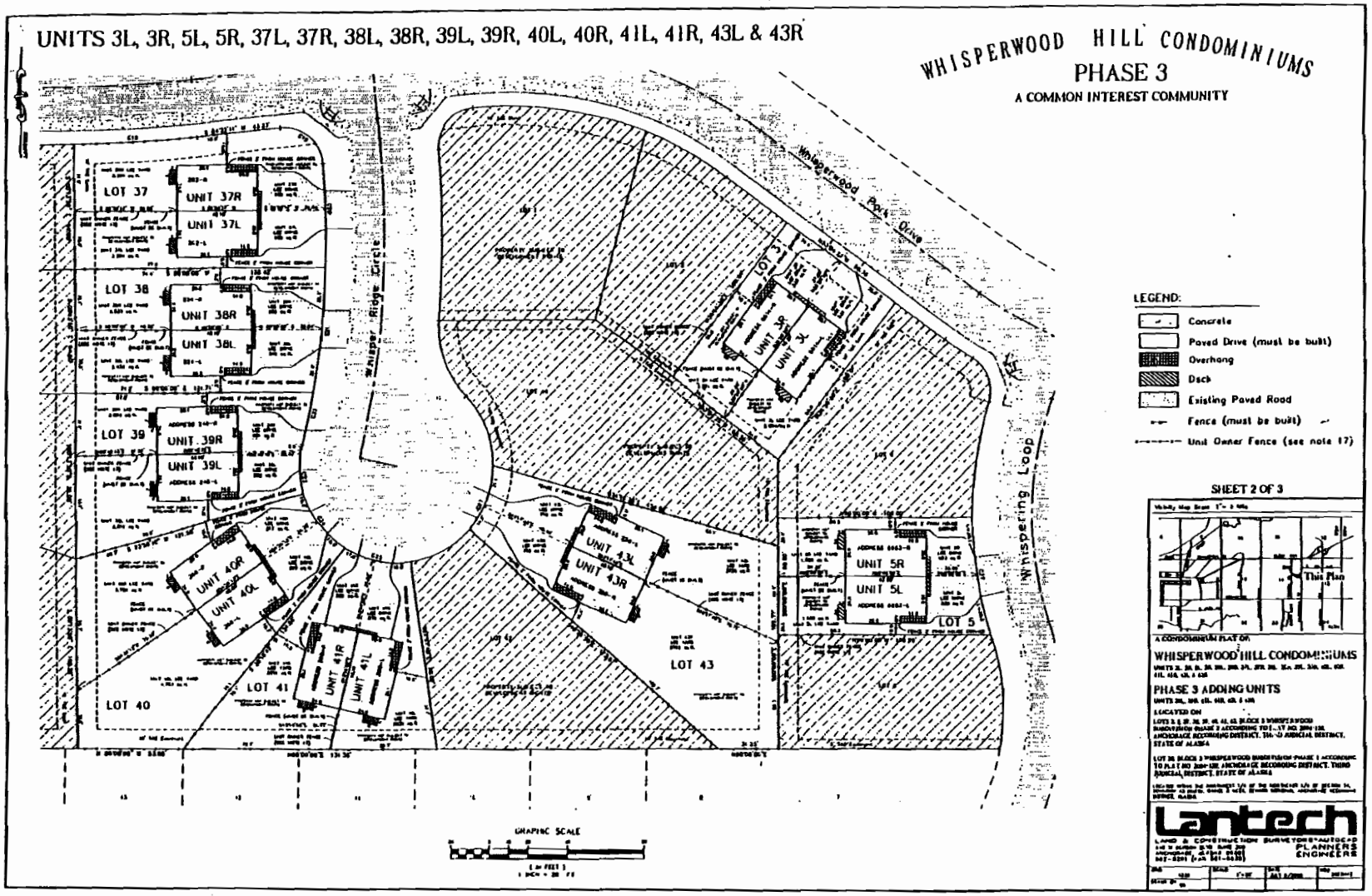
LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ANCHORAGE RECORDING DISTRICT, ALASKA.

Lantech
LAND & CONSTRUCTION SURVEYORS*AUTOCAD
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)
PLANNERS
ENGINEERS

GRID: 1239	SCALE: 1"=40'	DATE: JULY 5/2005	WO# 2003M42
DRAWN BY: CB			

UNITS 3L, 3R, 5L, 5R, 37L, 37R, 38L, 38R, 39L, 39R, 40L, 40R, 41L, 41R, 43L & 43R

WHISPERWOOD HILL CONDOMINIUMS
PHASE 3
A COMMON INTEREST COMMUNITY



LEGEND:
- Concrete
- Paved Drive (must be built)
- Overhang
- Deck
- Existing Paved Road
- Fence (must be built)
- Unit Owner Fence (see note 17)

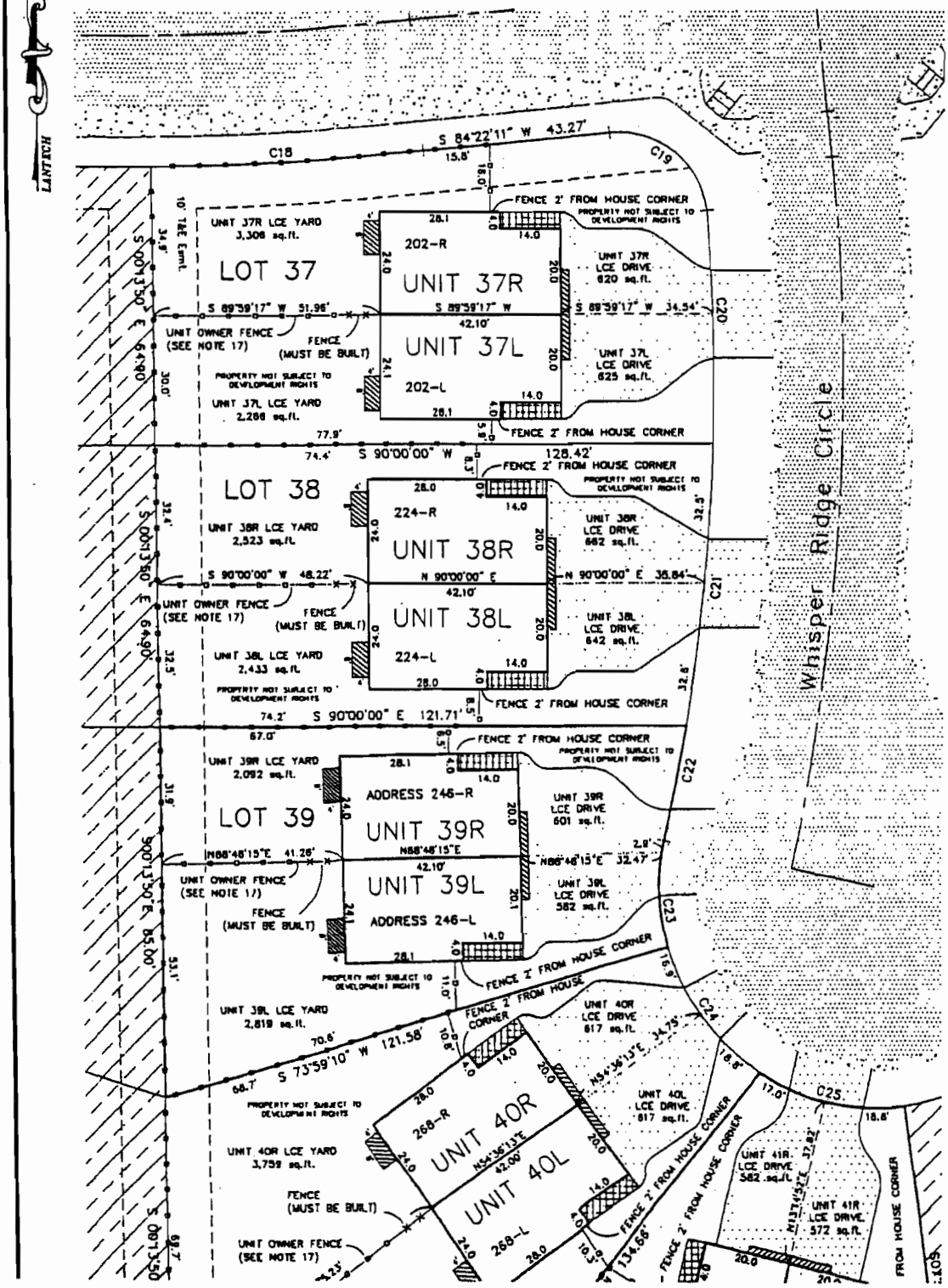
SHEET 2 OF 3

A CONDOMINIUM PLAT OF
WHISPERWOOD HILL CONDOMINIUMS
UNITS 3L, 3R, 5L, 5R, 37L, 37R, 38L, 38R, 39L, 39R, 40L, 40R, 41L, 41R, 43L & 43R
PHASE 3 ADDING UNITS
UNITS 3L, 3R, 5L, 5R, 40L, 40R, & 43R
LOCATED ON
LOTS 3, 5, & 37, 38, 39, 40, 41, & 43, BLOCK 3 WHISPERWOOD SUBDIVISION PHASE 2 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA
LOT 38, BLOCK 3 WHISPERWOOD SUBDIVISION PHASE 1 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA

Lantech
LAND & CONSTRUCTION SURVEYORS • AUTOCAD
PLANNERS
ENGINEERS

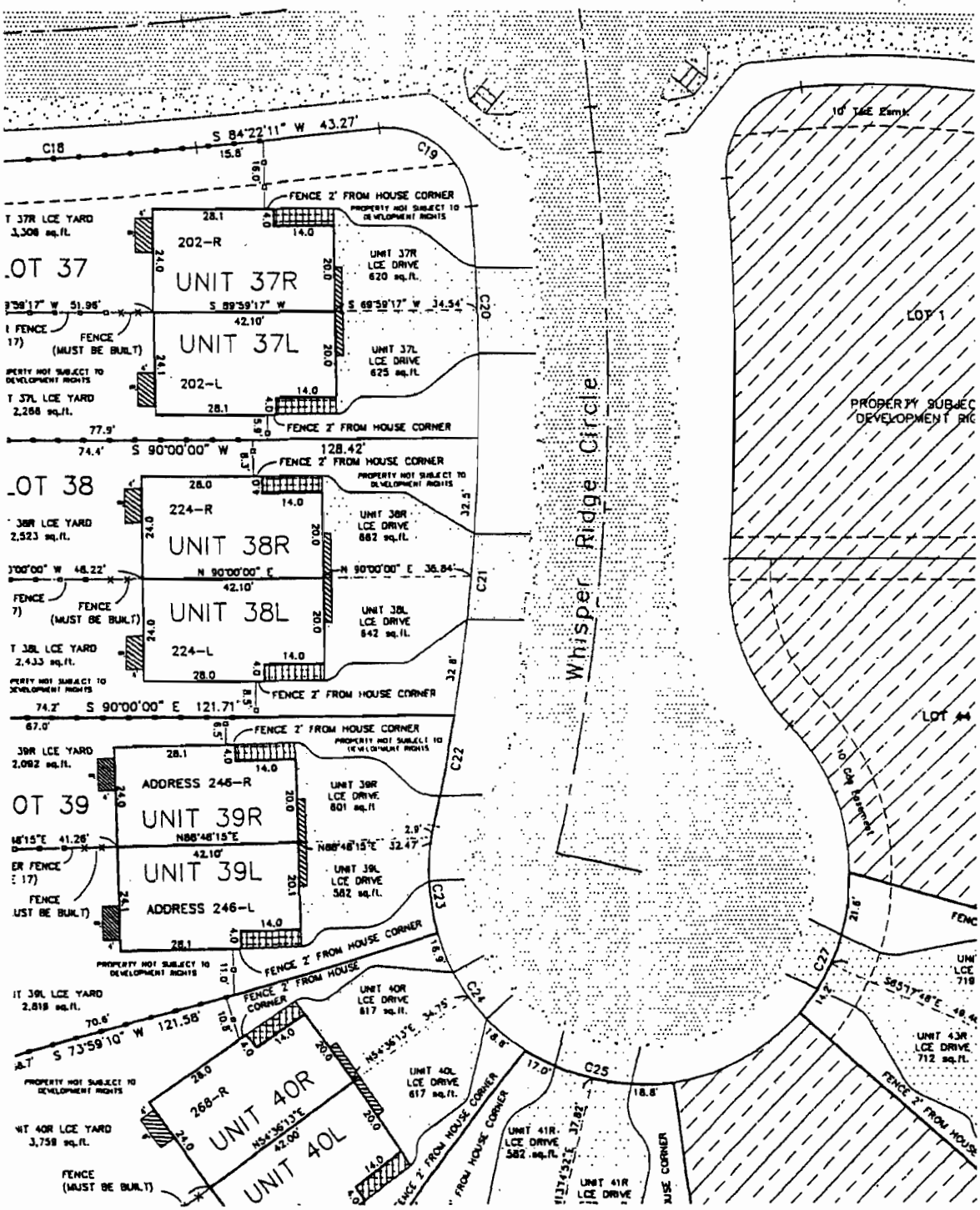
2005-052226-0
19 of 36

UNITS 3L, 3R, 5L, 5R, 37L, 37R, 38L, 38R,



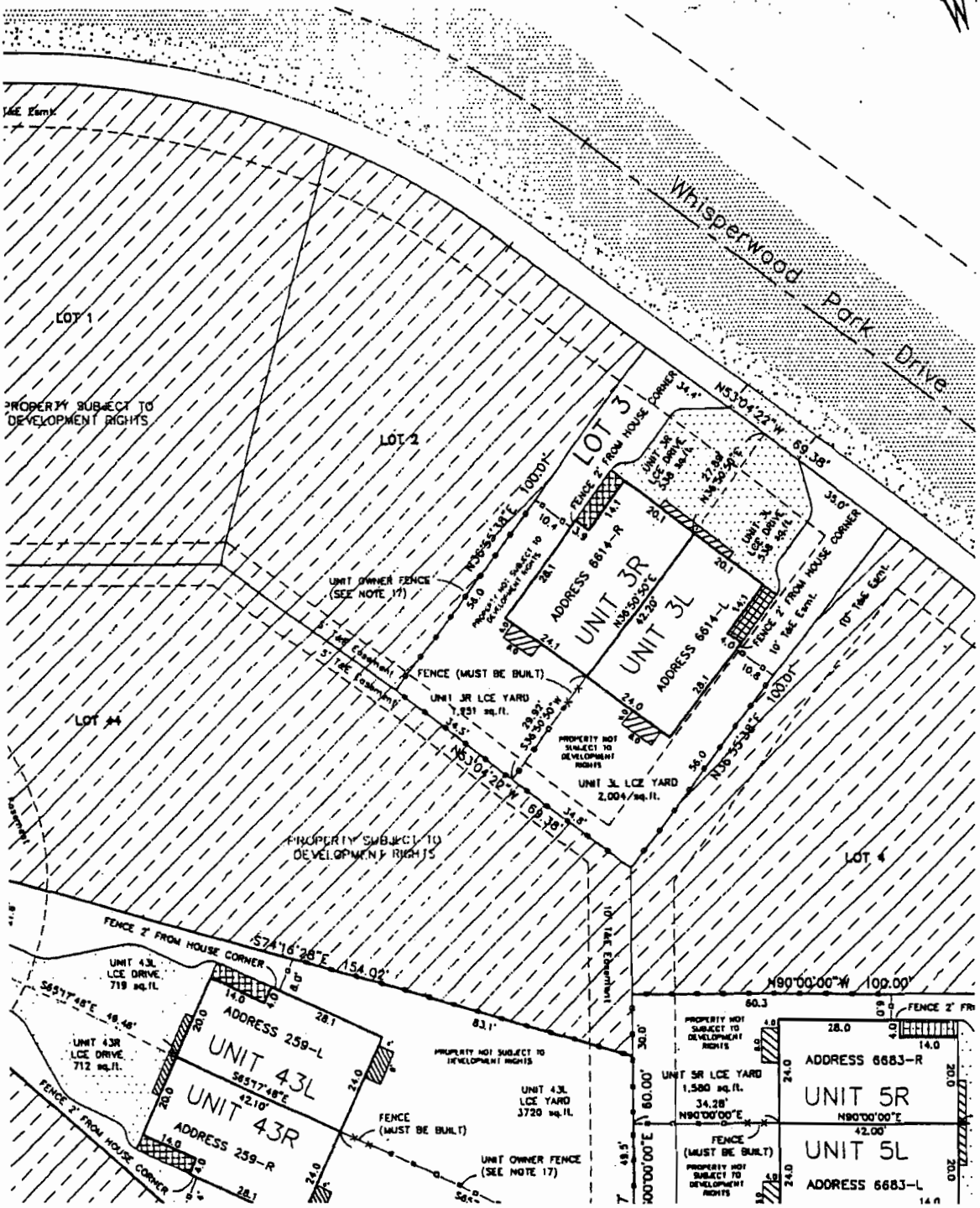
2005-052226-0

3L, 3R, 5L, 5R, 37L, 37R, 38L, 38R, 39L, 39R, 40



2005-052226-0

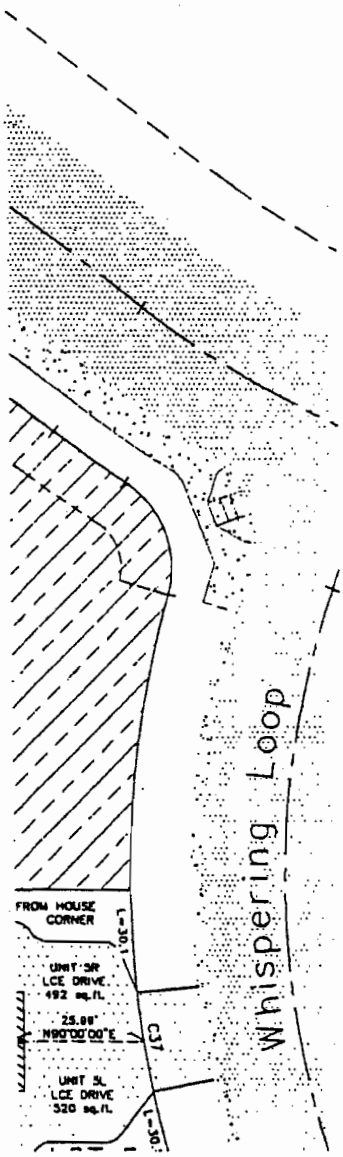
)R, 40L, 40R, 41L, 41R, 43L & 43R



WHISPERWOOD HILL CONDOMINIUMS

PHASE 3

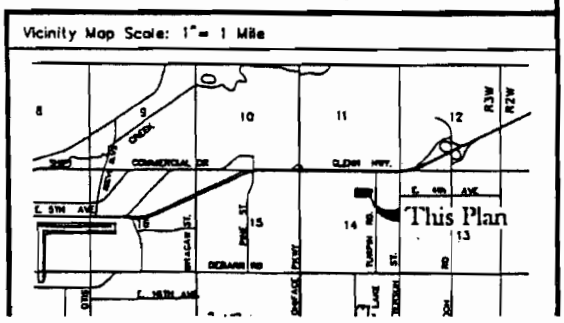
A COMMON INTEREST COMMUNITY



LEGEND:

- Concrete
- Paved Drive (must be built)
- Overhang
- Deck
- Existing Paved Road
- Fence (must be built)
- Unit Owner Fence (see note 17)

SHEET 2 OF 3



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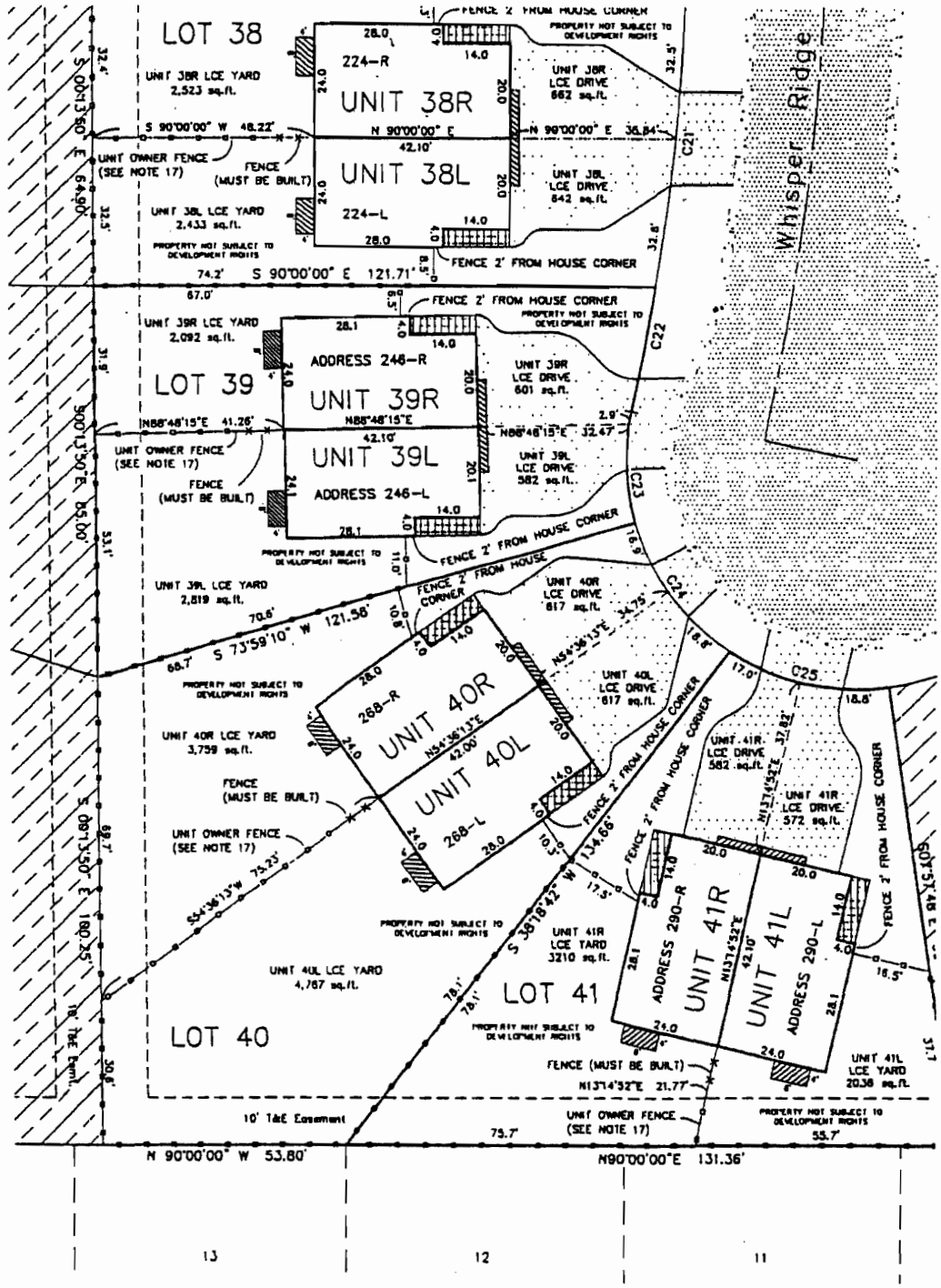

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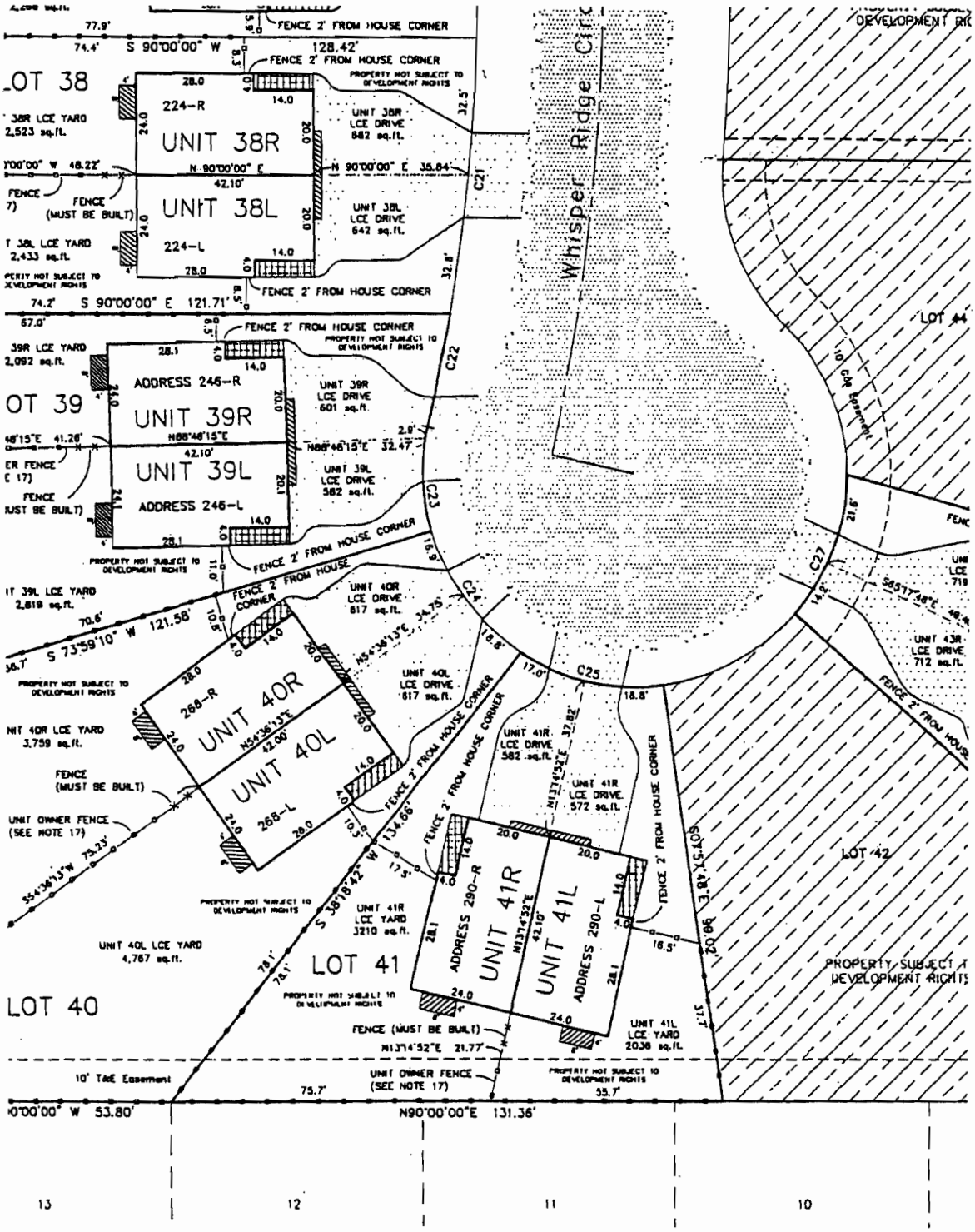
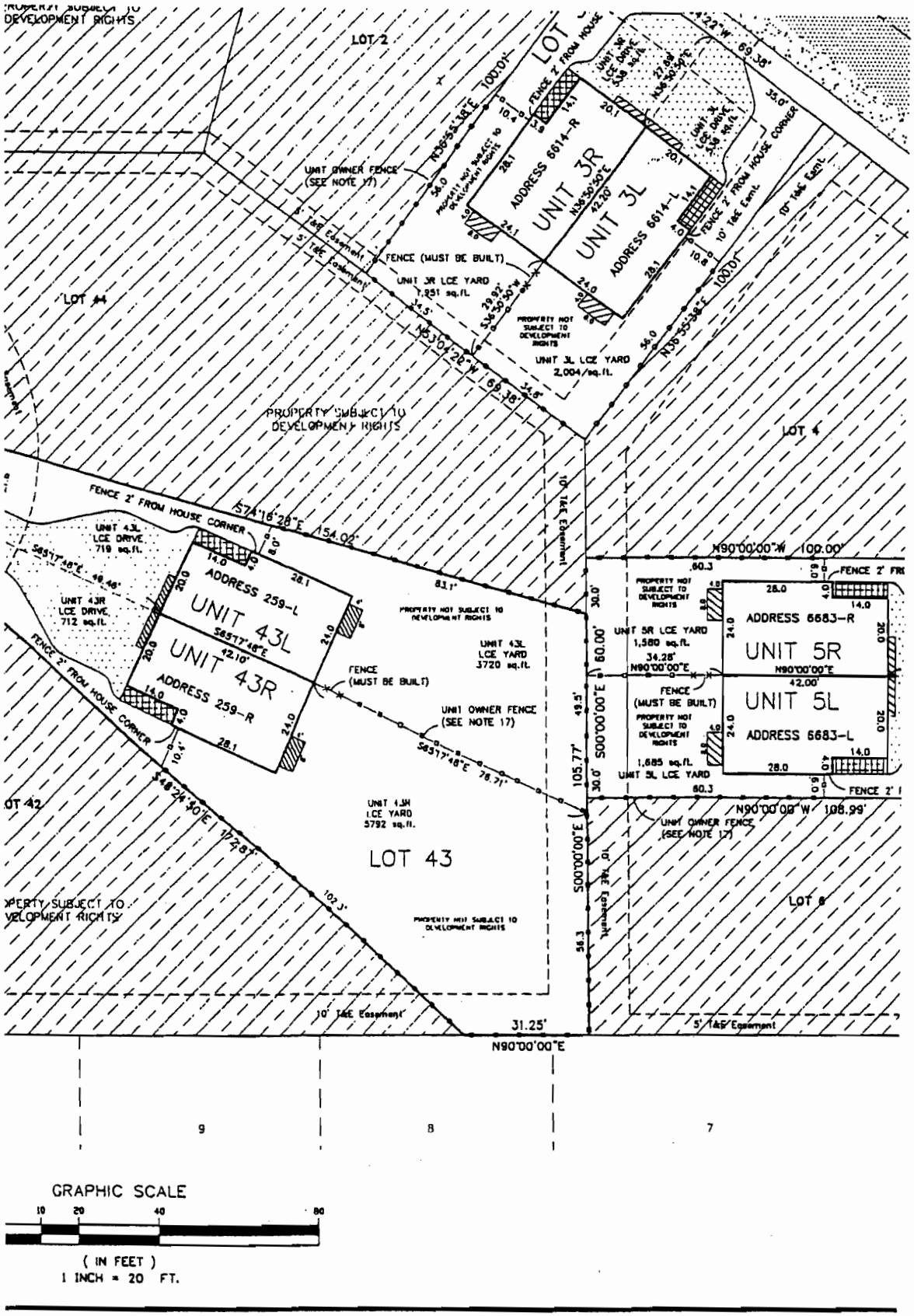
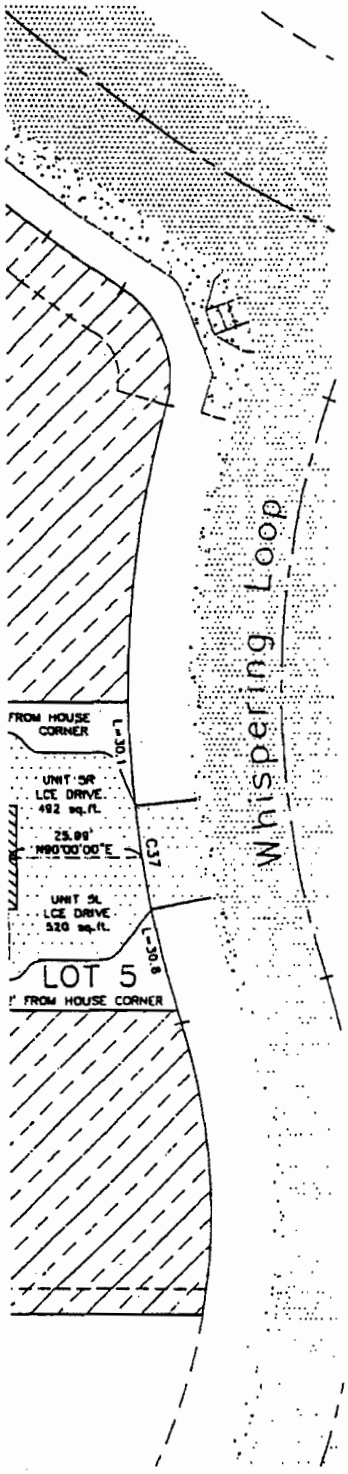

Whisper Ridge Cir.
LOT 38
224-R
UNIT 38R
224-L
UNIT 38L
UNIT 38R LCE DRIVE 842 sq.ft.
UNIT 38L LCE DRIVE 642 sq.ft.
38R LCE YARD 2,523 sq.ft.
38L LCE YARD 2,433 sq.ft.
FENCE (MUST BE BUILT)
FENCE 2' FROM HOUSE CORNER
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
S 90°00'00" W 128.42'
S 90°00'00" E 121.71'
LOT 39
ADDRESS 246-R
UNIT 39R
ADDRESS 246-L
UNIT 39L
UNIT 39R LCE DRIVE 601 sq.ft.
UNIT 39L LCE DRIVE 582 sq.ft.
39R LCE YARD 2,092 sq.ft.
39L LCE YARD 2,619 sq.ft.
S 73°59'10" W 121.58'
LOT 40
268-R
UNIT 40R
268-L
UNIT 40L
UNIT 40R LCE DRIVE 617 sq.ft.
UNIT 40L LCE DRIVE 617 sq.ft.
40R LCE YARD 3,759 sq.ft.
40L LCE YARD 4,767 sq.ft.
UNIT OWNER FENCE (SEE NOTE 17)
S 38°18'42" W 134.66'
LOT 41
ADDRESS 290-R
UNIT 41R
ADDRESS 290-L
UNIT 41L
UNIT 41R LCE DRIVE 582 sq.ft.
UNIT 41R LCE DRIVE 572 sq.ft.
UNIT 41R LCE YARD 3210 sq.ft.
UNIT 41L LCE YARD 2038 sq.ft.
FENCE (MUST BE BUILT)
N13°14'52"E 21.77'
10' T&E Easement
UNIT OWNER FENCE (SEE NOTE 17)
N90°00'00"E 131.36'
S0°00'00" W 53.80'
LOT 42
LOT 44
UNIT 43R LCE DRIVE 712 sq.ft.
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
C21
C22
C23
C24
C25
C27
13
12
11
10
GRAPHIC
20 0 10 20
(IN F
1 INCH =


PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
LOT 2
LOT 3
UNIT 3R
ADDRESS 6614-R
UNIT 3L
ADDRESS 6614-L
UNIT 3R LCE YARD 1,251 sq.ft.
UNIT 3L LCE YARD 2,004 sq.ft.
UNIT 3R LCE DRIVE 538 sq.ft.
UNIT 3L LCE DRIVE 538 sq.ft.
FENCE (MUST BE BUILT)
UNIT OWNER FENCE (SEE NOTE 17)
FENCE 2' FROM HOUSE CORNER
10' T&E Easement
LOT 4
LOT 41
UNIT 43L
ADDRESS 259-L
UNIT 43R
ADDRESS 259-R
UNIT 43L LCE DRIVE 719 sq.ft.
UNIT 43R LCE DRIVE 712 sq.ft.
UNIT 43L LCE YARD 3720 sq.ft.
UNIT 43H LCE YARD 5792 sq.ft.
LOT 43
LOT 42
UNIT 5R
ADDRESS 6683-R
UNIT 5L
ADDRESS 6683-L
UNIT 5R LCE YARD 1,580 sq.ft.
UNIT 5L LCE YARD 1,685 sq.ft.
LOT 6
5' T&E Easement
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
N90°00'00"E
S57°16'28"E 154.02'
S68°24'30"E 112.87'
N90°00'00"W 100.00'
N90°00'00"W 108.99'
S00°00'00"E 105.77'
S00°00'00"E 56.3'
31.25'
9
8
7
GRAPHIC SCALE
10 20 40 80
(IN FEET)
1 INCH = 20 FT.

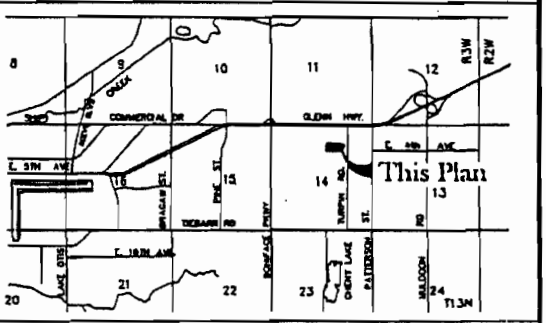


LEGEND:

- Concrete
- Paved Drive (must be built)
- Overhang
- Deck
- Existing Paved Road
- x—x— Fence (must be built)
- o—o—o—o— Unit Owner Fence (see note 17)

SHEET 2 OF 3

Vicinity Map Scale: 1"= 1 Mile



A CONDOMINIUM PLAT OF:

WHISPERWOOD HILL CONDOMINIUMS

UNITS 3L, 3R, 5L, 5R, 28L, 28R, 37L, 37R, 38L, 38R, 39L, 39R, 40L, 40R, 41L, 41R, 43L & 43R

PHASE 3 ADDING UNITS

UNITS 39L, 39R, 41L, 41R, 43L & 43R

LOCATED ON:

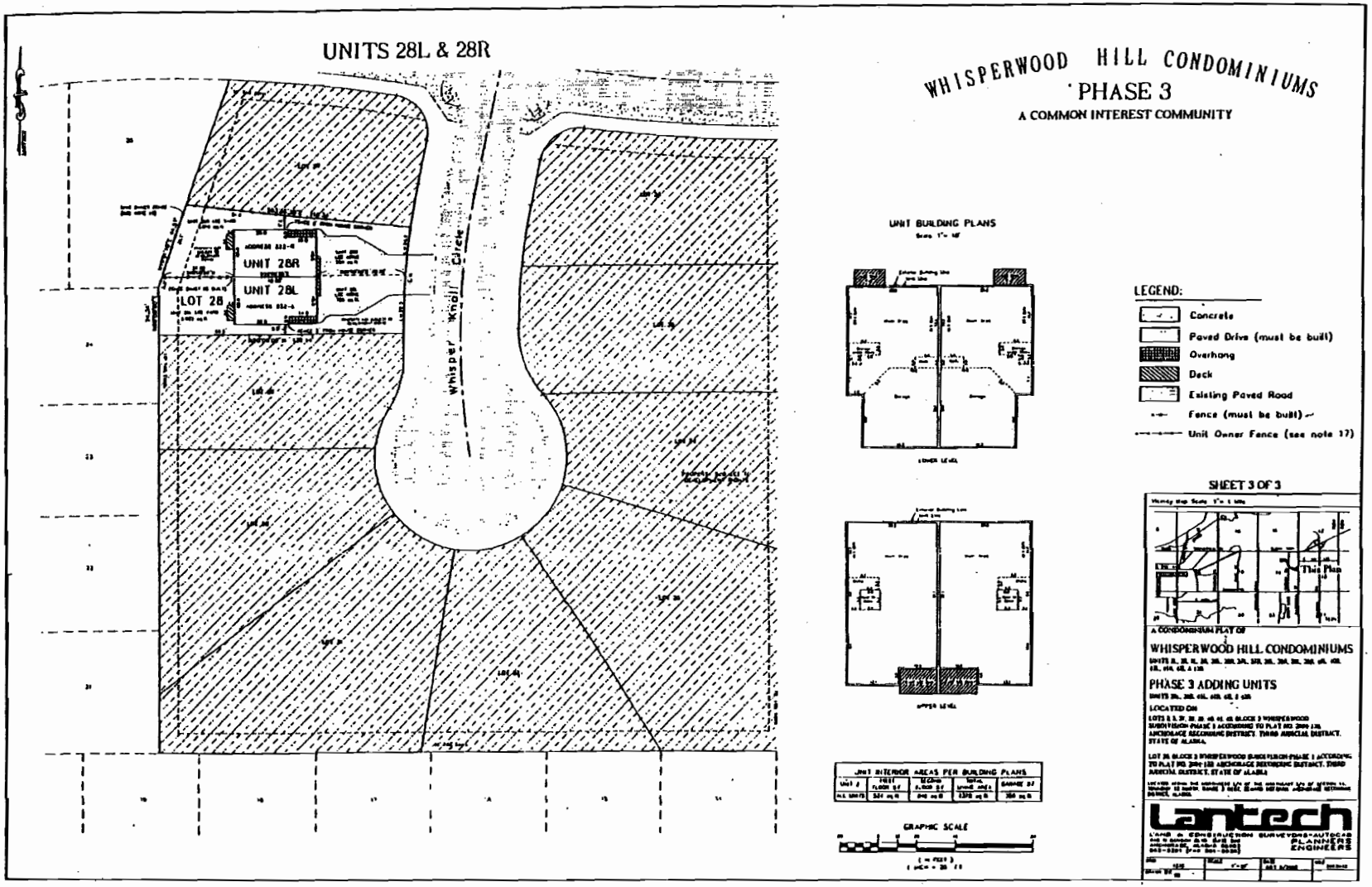
LOTS 3, 5, 37, 38, 39, 40, 41, 43, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOT 28, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT NO. 2004-122, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ANCHORAGE RECORDING DISTRICT, ALASKA.

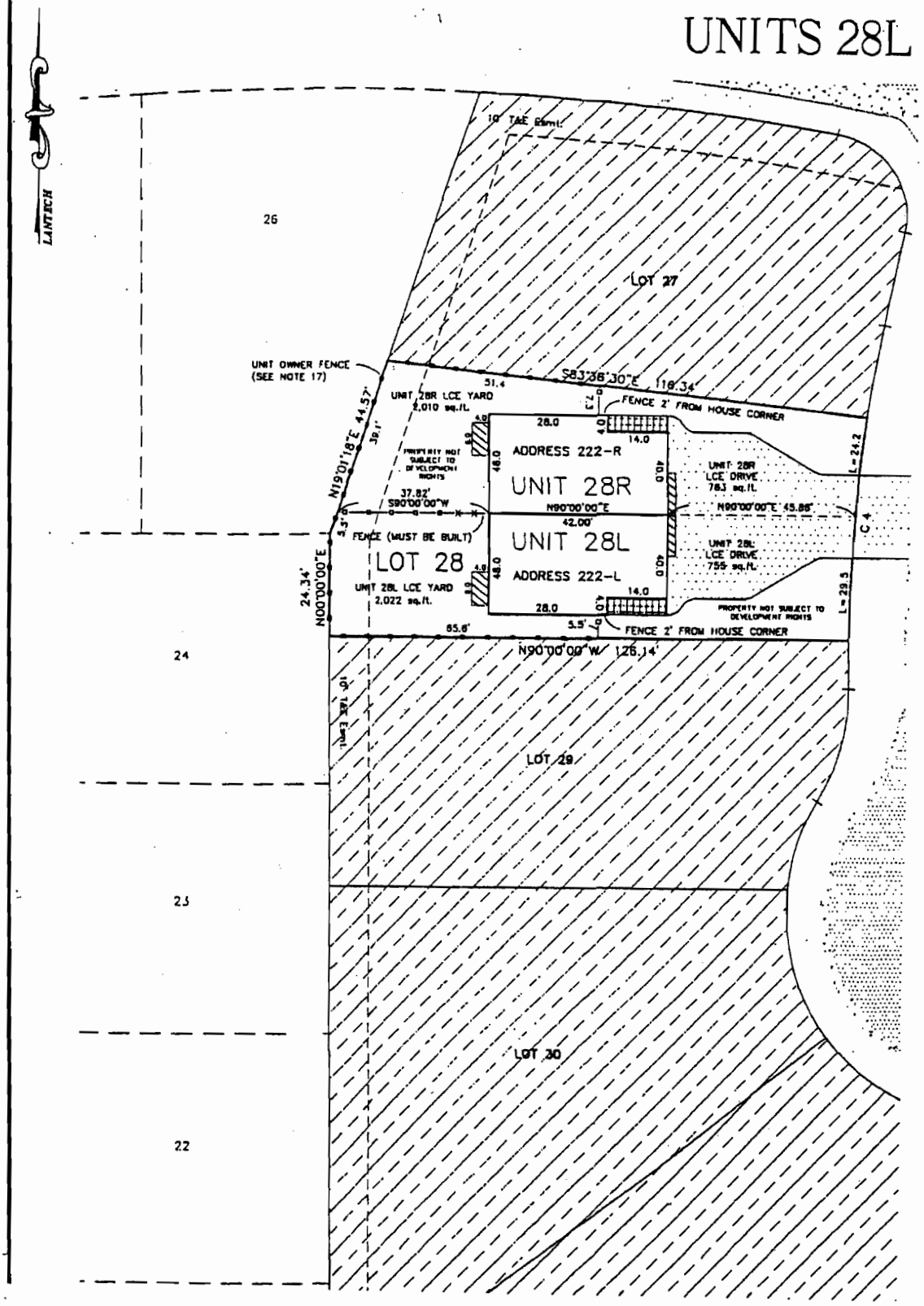
lantech
LAND & CONSTRUCTION SURVEYORS*AUTOCAD
PLANNERS
ENGINEERS
440 W BENSON BLVD, SUITE 200
ANCHORAGE, ALASKA 99503
562-3291 (FAX 561-6626)

GRID: 1239	SCALE: 1"=20'	DATE: JULY 5/2005	WO# 2003M42
DRAWN BY: CB			

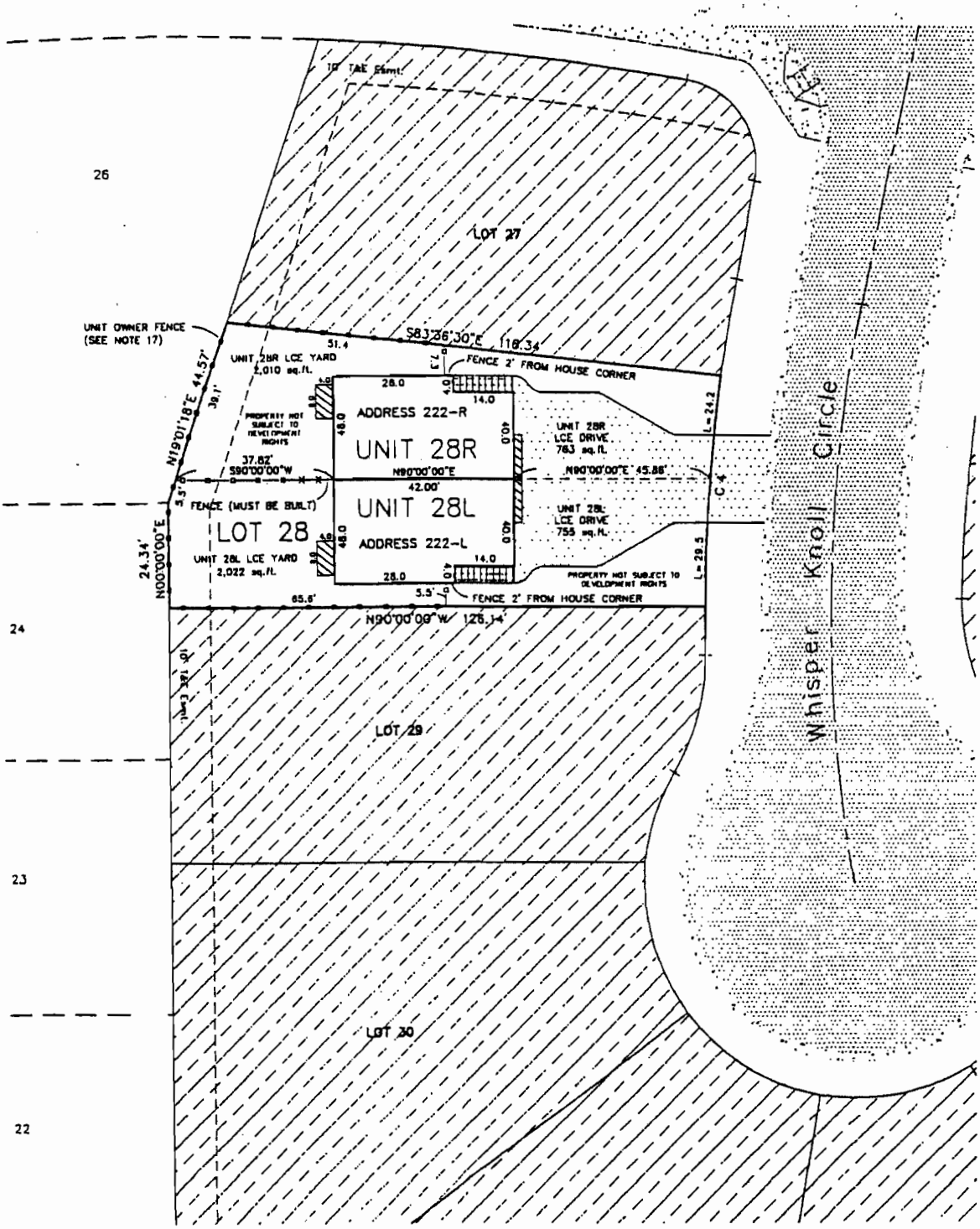


2005-052226-0
28 of 36

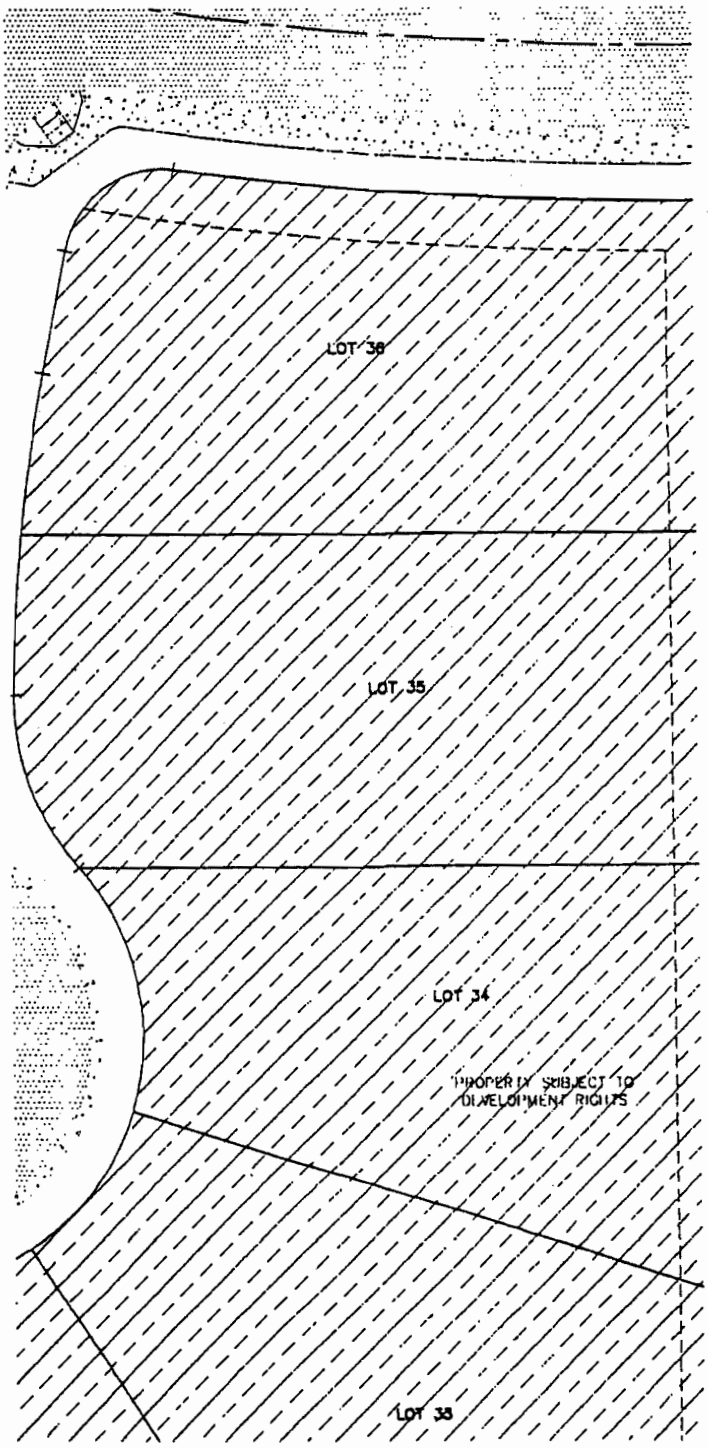
UNITS 28L


LANTECH
10' T&E Esmt.
26
LOT 27
UNIT OWNER FENCE
(SEE NOTE 17)
51.4
S83°36'30"E 118.34'
UNIT 28R LCE YARD
2,010 sq.ft.
FENCE 2' FROM HOUSE CORNER
N19°01'18"E 44.57'
36.1'
28.0
4.0
14.0
ADDRESS 222-R
UNIT 28R
48.0
40.0
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
UNIT 28R
LCE DRIVE
763 sq.ft.
L=24.2
37.82'
S90°00'00"W
N90°00'00"E
42.00'
N90°00'00"E 45.86'
C4
FENCE (MUST BE BUILT)
UNIT 28L
LCE DRIVE
755 sq.ft.
LOT 28
ADDRESS 222-L
UNIT 28L LCE YARD
2,022 sq.ft.
24.34'
N00°00'00"E
L=29.5
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
85.6'
N90°00'00"W 126.14'
FENCE 2' FROM HOUSE CORNER
24
10' T&E Esmt.
LOT 29
23
LOT 30
22

UNITS 28L & 28R



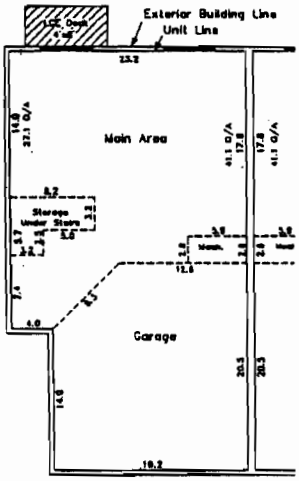
2005-052226-0



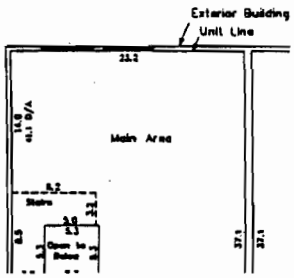
WH

UNIT BUILDING

Scale: 1"= 1



LOWER LEVE



2005-052226-0

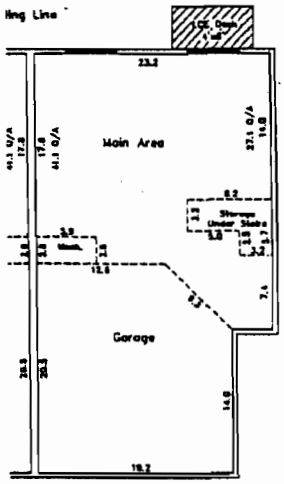
WHISPERWOOD HILL CONDOMINIUMS

PHASE 3

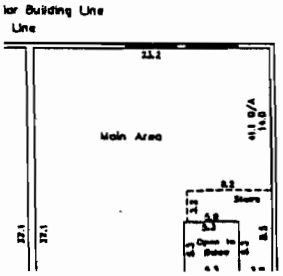
A COMMON INTEREST COMMUNITY

ILDING PLANS

= 1"= 10'



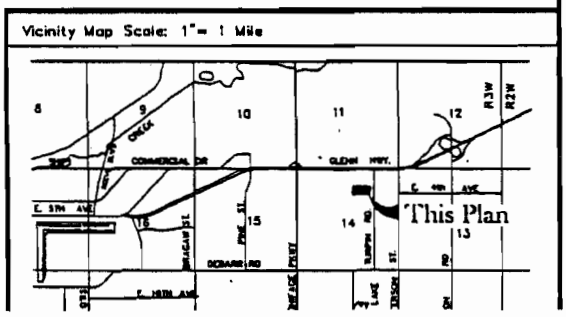
VER LEVEL



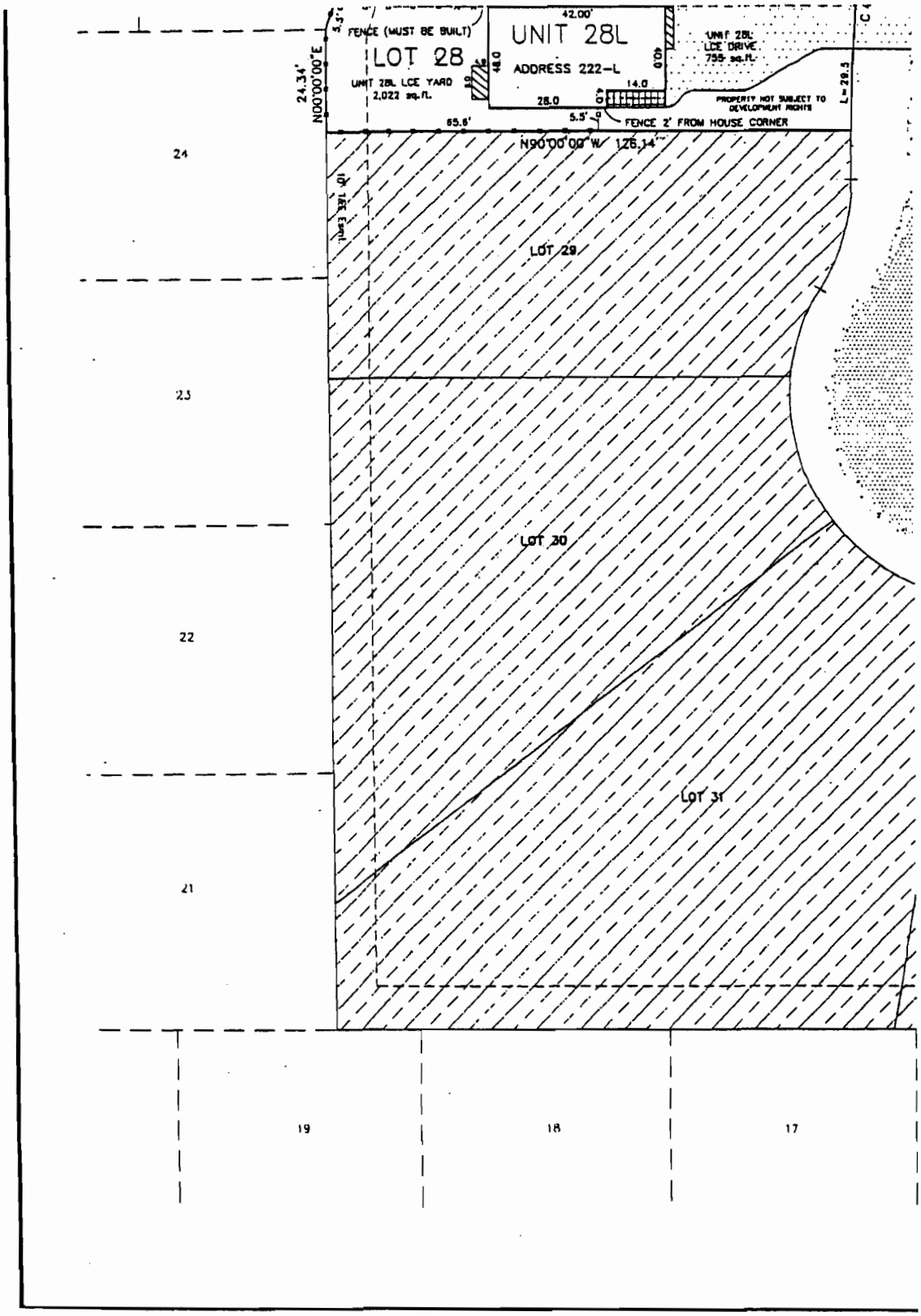
LEGEND:

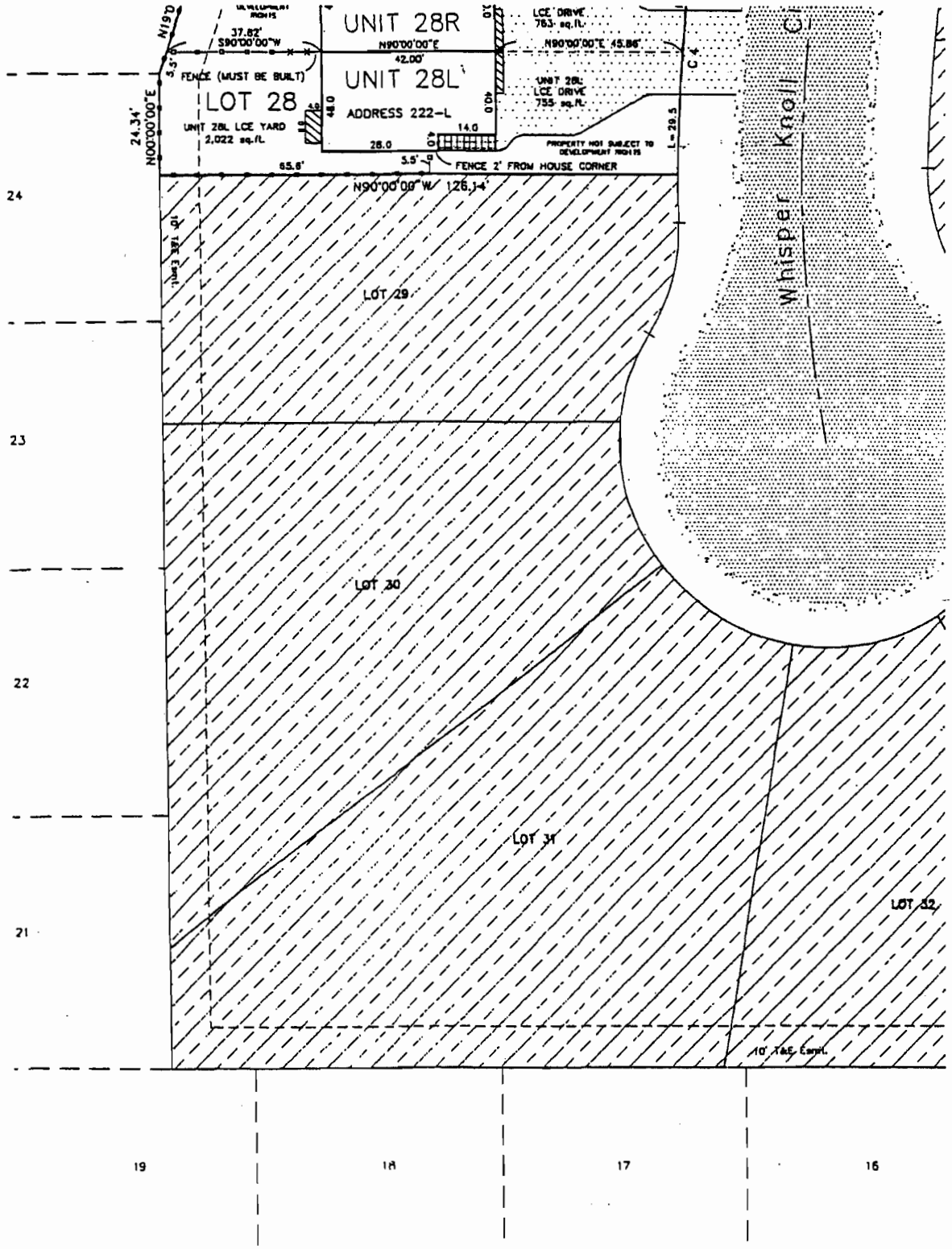
- Concrete
- Paved Drive (must be built)
- Overhang
- Deck
- Existing Paved Road
- Fence (must be built)
- Unit Owner Fence (see note 17)

SHEET 3 OF 3



2005-052226-0


FENCE (MUST BE BUILT)
LOT 28
UNIT 28L LCE YARD
2,022 sq.ft.
UNIT 28L
ADDRESS 222-L
42.00'
48.0
40.0
14.0
28.0
5.5'
FENCE 2' FROM HOUSE CORNER
UNIT 28L
LCE DRIVE
755 sq.ft.
PROPERTY NOT SUBJECT TO
DEVELOPMENT RIGHTS
L=29.5
C4
24.34'
N00°00'00"E
65.6'
N90°00'00"W 126.14'
LOT 29
LOT 30
LOT 31
24
23
22
21
19
18
17



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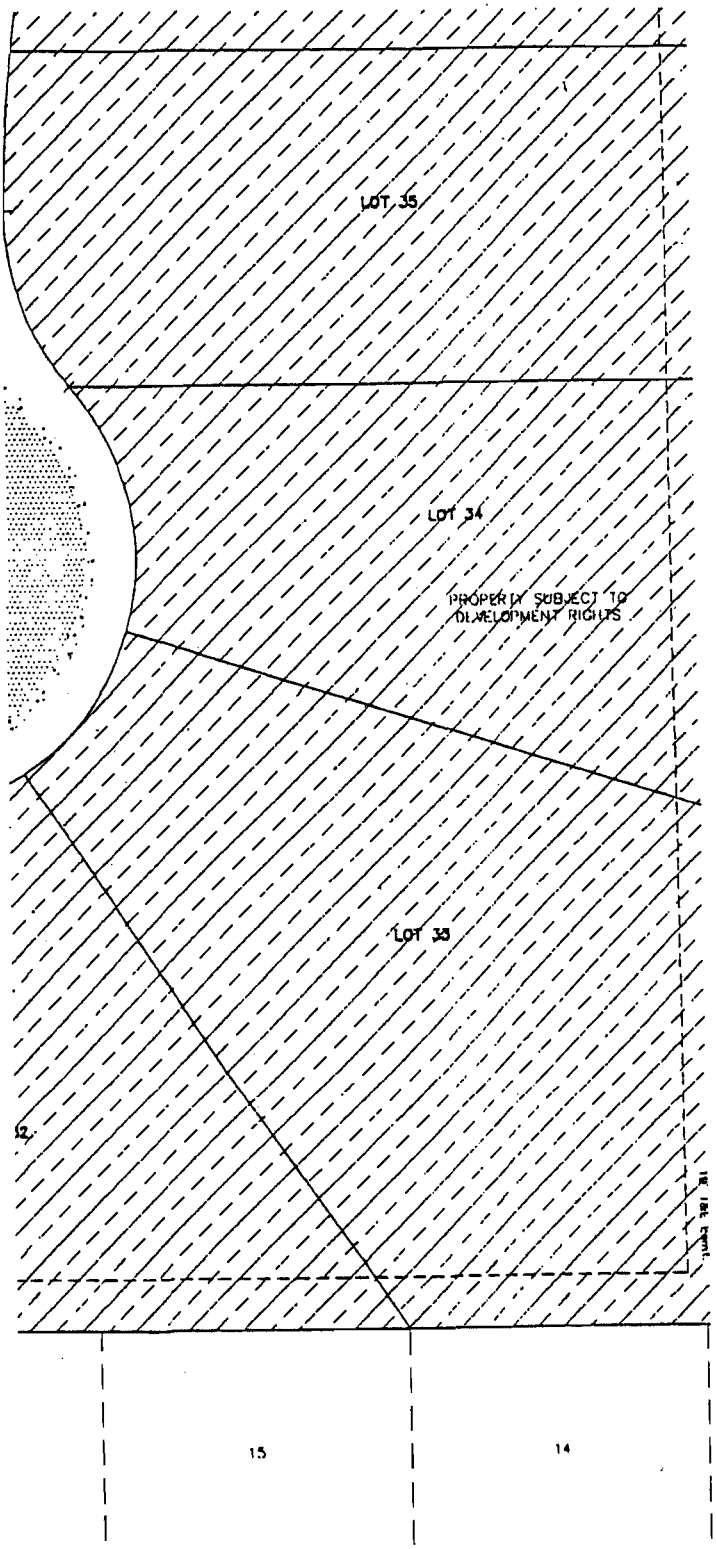
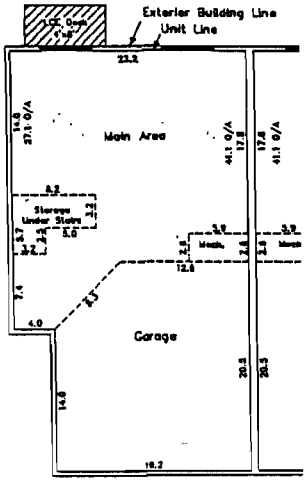
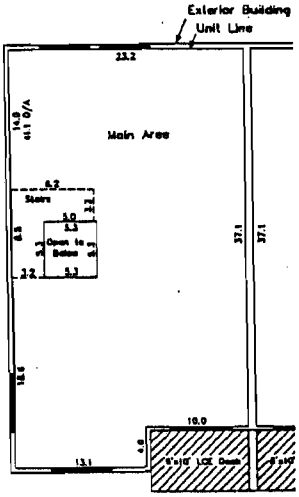




LOWER LEVEL



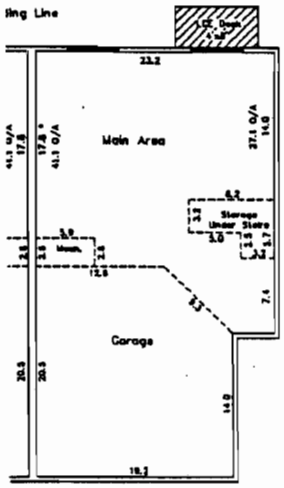
UPPER LEVEL

UNIT INTERIOR AREAS PE		
UNIT #	FIRST FLOOR S.F.	SECOND FLOOR S.F.
ALL UNITS	524 sq.ft.	846 sq.ft.

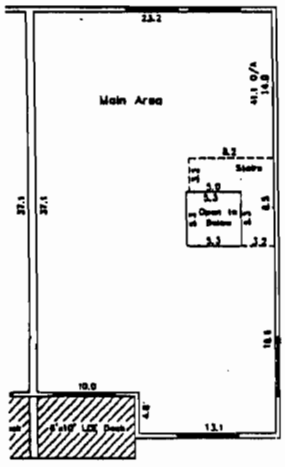
GRAPHIC SC

20 0 10 20

(IN FEET
1 INCH = 20



ER LEVEL



ER LEVEL

AS PER BUILDING PLANS		
COND IR S.F.	TOTAL LIVING AREA	GARAGE S.F.
sq.ft.	1370 sq.ft.	380 sq.ft.

HIC SCALE

40 80

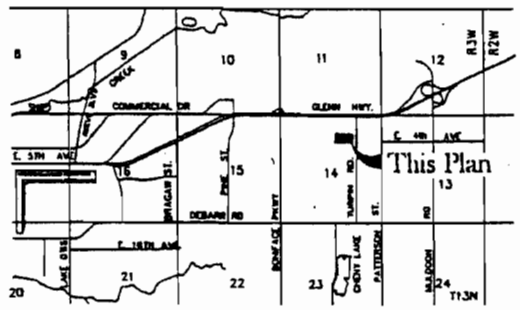
(FEET)
= 20 FT.

LEGEND:

- Concrete
- Paved Drive (must be built)
- Overhang
- Deck
- Existing Paved Road
- Fence (must be built)
- Unit Owner Fence (see note 17)

SHEET 3 OF 3

Vicinity Map Scale: 1" = 1 Mile



A CONDOMINIUM PLAT OF:

WHISPERWOOD HILL CONDOMINIUMS

UNITS 3L, 3R, 5L, 5R, 28L, 28R, 37L, 37R, 38L, 38R, 39L, 39R, 40L, 40R, 41L, 41R, 43L & 43R

PHASE 3 ADDING UNITS

UNITS 39L, 39R, 41L, 41R, 43L & 43R

LOCATED ON:

LOTS 3, 5, 37, 38, 39, 40, 41, 43, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOT 28, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT NO. 2004-122, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ANCHORAGE RECORDING DISTRICT, ALASKA.

lantech
LAND & CONSTRUCTION SURVEYORS-AUTOCAD
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)
PLANNERS
ENGINEERS

GRID: 1238	SCALE: 1"=20'	DATE: JULY 5/2005	W.O.# 2003M42
DRAWN BY: CB			

A
L
A
S
K
A

Recording Dist: 301 - Anchorage
8/15/2005 2:46 PM Pages: 1 of 36

AMENDMENT NO. 3 TO DECLARATION

OF

WHISPERWOOD HILL CONDOMINIUMS

EXERCISING DEVELOPMENT RIGHTS

AFTER RECORDATION RETURN TO:

James H. McCollum
Law Offices of James H. McCollum, LLC.
510 L Street, Ste. 540
Anchorage, Alaska 99501

AMENDMENT NO. 3 TO

DECLARATION
OF
WHISPERWOOD HILL CONDOMINIUMS

EXERCISING DEVELOPMENT RIGHTS

Hultquist Homes, Inc., an Alaska corporation, with an office at 360 E. 100th Avenue, Anchorage, Alaska 99515, "Declarant" under that certain Declaration for Whisperwood Hill Condominiums, dated the 3rd day of March, 2005 and recorded on the 4th day of March, 2005, at Serial No. 2005-013803-0 and as set forth in Plat No. 2005-22 at Serial No. 2005-013802-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, and as amended by Amendment No. 1, recorded on the 9th day of May, 2005 at Serial Recording No. 2005-030590-0 in the Anchorage Recording District, Third Judicial District, State of Alaska and as amended by Amendment No. 2, recorded on the 27th day of July, 2005 at Serial Recording No. 2005-052226-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, ("Declaration") pursuant to Section 34.08.180 of the Alaska Uniform Common Interest Ownership Act, and pursuant to reservations of Development Rights reserved pursuant to Section 34.08.130(a) (8) of the Act and Article VII of the Declaration, does hereby amend the Declaration and does hereby declare:

ARTICLE I. Schedule A-1, Description of Common Interest Community, attached hereto is substituted for the current Schedule A-1 of the Declaration which is declared null and void.

ARTICLE II. Schedule A-2, Table of Interests, attached hereto, adding six (6) Units being Units 1L, 1R, 33L, 33R, 42L and 42R, together with their appurtenant Limited Common Elements, on Lots 1 and 42, Block 3, WHISPERWOOD SUBDIVISION-Phase 2, according to Plat No. 2004-138, and Lot 33, Block 3 WHISPERWOOD SUBDIVISION-Phase 1, according to Plat 2004-122, Anchorage Recording District, as shown on Schedule A-3, and interests is substituted for the current Schedule A-2 of the Declaration which is declared null and void.

ARTICLE III. Schedule A-3, the Plat attached hereto and filed under Plat No. 2005-104, supplements the current Schedule A-3 of the Declaration as filed under Plat No. 2005-97, Anchorage Recording District, Third Judicial District, State of Alaska, by reflecting the addition of Units and Limited Common Elements on that portion of the Property shown on the Plat as "Property Not Subject to Development Rights".

ARTICLE IV. Development rights reserved in the Declaration within that portion of the Property, shown on Plat No. 2005-104, Anchorage Recording District, Third Judicial District, State of Alaska as 'Property Not Subject to Development Rights' are hereby declared terminated. Limited Common Elements depicted on Schedule A-3 hereto are hereby assigned as appurtenant to the Units indicated. Those Limited Common Elements described in Article V and not otherwise depicted on Schedule A-3 hereto, are hereby assigned to their appurtenant Units as applicable.

HULTQUIST HOMES, INC.,

By: David D. Hultquist
David D. Hultquist
It's President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 10TH day of AUG., 2005, before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **DAVID D. HULTQUIST** , to me known and known to me to be the President of **HULTQUIST HOMES, INC.,** , and known to me to be the person who signed the foregoing instrument, on behalf of said corporation.

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

KARA S. STRONG NOTARY PUBLIC State Of Alaska

Kara S. Strong
Notary Public in and for Alaska
My Commission Expires: 3-18-06

APPROVAL OF LENDER

The undersigned is the beneficiary under the following Deeds of Trust:

1. Construction Deed of Trust dated January 6, 2005 and recorded on the 14th day of January, 2005, Serial No. 2005-002893-0, in the Anchorage Recording District, Third Judicial District, State of Alaska; and

2. Deed of Trust dated January 7, 2005 and recorded on the 14th day of January, 2005, Serial No. 2005-002894-0, in the Anchorage Recording District, Third Judicial District, State of Alaska.

The undersigned beneficiary approves Amendment No. 3 herein, to the Declaration of Whisperwood Hill Condominiums ("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: August 11, 2005.

KEY BANK NATIONAL ASSOCIATION

By: Kathleen Herdlein

Kathleen Herdlein
Vice President

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

THIS IS TO CERTIFY that on this 11th day of August, 2005, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **KATHLEEN HERDLEIN**, to me known and known to me to be the Vice President of **KEY BANK NATIONAL ASSOCIATION** and known to me to be the person who signed the foregoing instrument, on behalf of said corporation.

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

ANN L. HOLMBERG NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 2-08-09

Ann L Holmberg

Notary Public in and for State of Washington
My Commission Expires: FEBRUARY 8, 2009

4 of 36
2005-057694-0

DESCRIPTION OF COMMON INTEREST COMMUNITY
SCHEDULE A-1

DESCRIPTION OF COMMON INTEREST COMMUNITY

PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS

Lots 28 and 33, Block 3, 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; and

Lots 1, 3, 5 and 37 through 43, Block 3, WHISPERWOOD SUBDIVISION, Phase 2, according to the official plat thereof, filed under Plat No. 2004-138, records of the Anchorage Recording District, Third Judicial District, State of Alaska;

and as shown on the Plat as "Property Not Subject To Development Rights."

PROPERTY SUBJECT TO DEVELOPMENT RIGHTS

Lot 27 and Lots 29 through 32 and Lots 34 through 36, Block 3, 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; and

Lots 2, 4, 6 and 44, Block 3, WHISPERWOOD SUBDIVISION-Phase 2, according to the official plat thereof, filed under Plat No. 2004-138, records of the Anchorage Recording District, Third Judicial District, State of Alaska;

and shown on the Plat as "Property Subject To Development Rights."

EASEMENTS AFFECTING THE COMMON INTEREST COMMUNITY

SUBJECT TO

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

2. Rights of way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or

telephone distribution line or system by instrument recorded August 2, 1952, Book 78, Page 56. (Blanket Easement).

3. Easement for Sewer lines and appurtenances thereto granted to the GREATER ANCHORAGE AREA BOROUGH, recorded January 19, 1970, Misc. Book 184, Page 41. (Affects: the South 10 feet).

4. Right of Way Easement, including terms and provisions thereof, granted to the CITY OF ANCHORAGE, and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded June 17, 1971, Misc. Book 203, Page 167. (Affects a northerly portion).

5. Storm Drain Easement and appurtenances thereto granted to the CITY OF ANCHORAGE, recorded May 20, 1982, Book 732, Page 783. (Affects a southerly portion).

6. Public Use Easement and appurtenances thereto granted to the CITY OF ANCHORAGE, recorded August 2, 1982, Book 760, Page 809 (Affects a southerly portion).

7. Conditions and provisions as contained in NOTES as shown on the Plat of said subdivision.

8. Slope Easements, as dedicated and reserved on the Plat of said subdivision.

9. Easements as shown on the Plat of said subdivision.

10. Notice of Subdivision Agreement including terms and provisions therof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded March 16, 2004 Instrument No. 2004-017078-0.
NOTE: The above Subdivision Agreement does not create a lien on the subject property.

11. Notice of Subdivision Agreement including terms and provisions therof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded April 5, 2004 Instrument No. 2004-022877-0.
NOTE: The above Subdivision Agreement does not create a lien on the subject property.

12. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded August 2, 2004, Instrument No. 2004-056939. (See instrument for areas affected).

SCHEDULE A-2

TABLE OF INTERESTS

Unit No.	Street Address	Percentage Share of Common Elements	Percentage Share of Common Expenses	Vote in the Affairs of the Association	Limited Common Element - Deck (D) Driveway (DW)
1L	221-L Whisper Knoll Circle	4.166%	4.166%	1	DW-1L/D-1L
1R	221-R Whisper Knoll Circle	4.166%	4.166%	1	DW-1R/D-1R
3L	6614-L Whisperwood Park Drive	4.166%	4.166%	1	DW-3L/D-3L
3R	6614-R Whisperwood Park Drive	4.166%	4.166%	1	DW-3R/D-3R
5L	6683-L Whispering Loop	4.166%	4.166%	1	DW-5L/D-5L
5R	6683-R Whispering Loop	4.166%	4.166%	1	DW-5R/D-5R
28L	222-L Whisper Knoll Circle	4.166%	4.166%	1	DW-28L/D-28L
28R	222-R Whisper Knoll Circle	4.166%	4.166%	1	DW-28R/D-28R
33L	277-L Whisper Knoll Circle	4.166%	4.166%	1	DW-33L/D-33L
33R	277-R Whisper Knoll Circle	4.166%	4.166%	1	DW-33R/D-33R
37L	202-L Whisper Ridge Circle	4.166%	4.166%	1	DW-37L/D-37L
37R	202-R Whisper Ridge Circle	4.166%	4.166%	1	DW-37R/D-37R
38L	224-L Whisper Ridge Circle	4.166%	4.166%	1	DW-38L/D-38L

38R	224-R Whisper Ridge Circle	4.166%	4.166%	1	DW-38R/D-38R
39L	246-L Whisper Ridge Circle	4.166%	4.166%	1	DW-39L/D-39L
39R	246-R Whisper Ridge Circle	4.166%	4.166%	1	DW-39R/D-39R
40L	268-L Whisper Ridge Circle	4.166%	4.166%	1	DW-40L/D-40L
40R	268-R Whisper Ridge Circle	4.166%	4.166%	1	DW-40R/D-40R
41L	290-L Whisper Ridge Circle	4.166%	4.166%	1	DW-41L/D-41L
41R	290-R Whisper Ridge Circle	4.166%	4.166%	1	DW-41R/D-41R
42L	281-L Whisper Ridge Circle	4.166%	4.166%	1	DW-42L/D-42L
42R	281-R Whisper Ridge Circle	4.166%	4.166%	1	DW-42R/D-42R
43L	259-L Whisper Ridge Circle	4.166%	4.166%	1	DW-43L/D-43L
43R	259-R Whisper Ridge Circle	4.166%	4:166%	1	DW-43R/D-43R
TOTAL		**100.000%**	**100.000%**	**24**	

8 of 36

PLAT AND PLANS

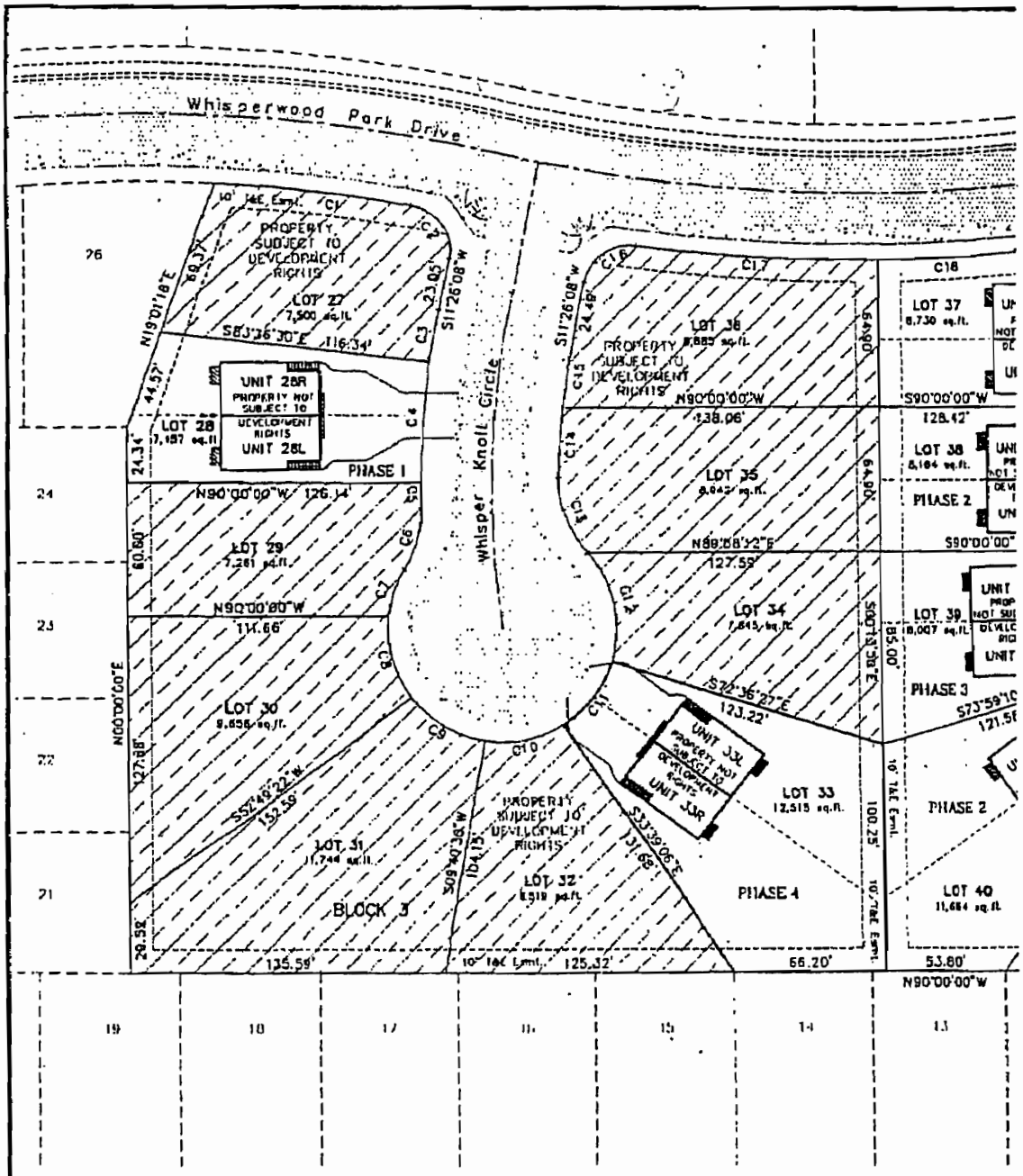
(Declaration Schedule A-3)

2005-104

2005-057693-0

2005-057694-0

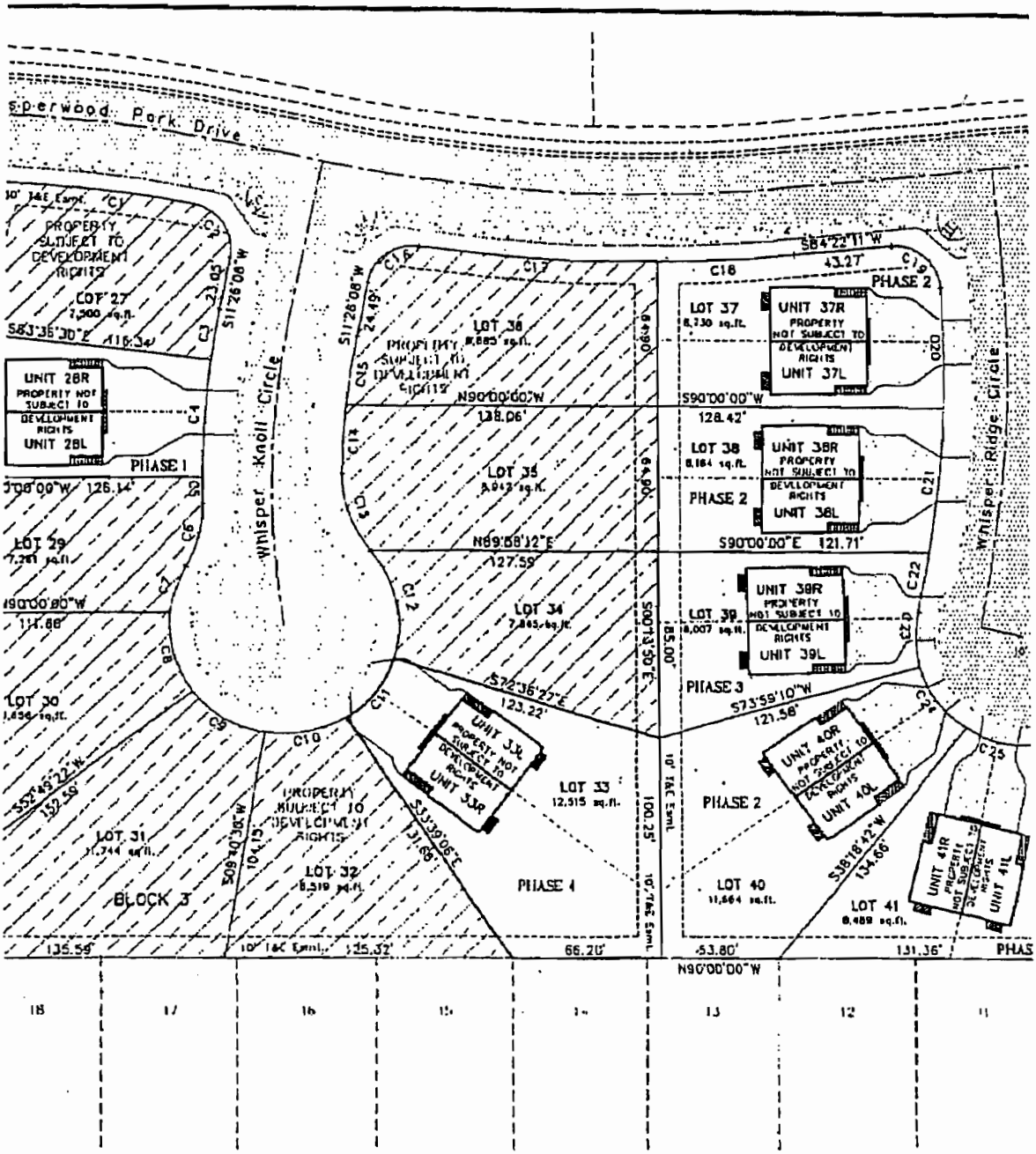
WHISPERWOOD HILL CONDOMINIUMS
PHASE 4
SHEET 1 OF 3
WHISPERWOOD HILL CONDOMINIUMS
PHASE 4 ADDING UNITS
Lantech



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C1	85.98	670.00	7°21'10"	N83°31'09"W	85.92
C2	31.90	20.00	91°22'43"	N34°15'13"W	28.62
C3	23.07	400.00	3°18'18"	S09°41'00"W	23.07
C4	53.71	400.00	7°41'39"	S04°17'02"W	53.67
C5	11.71	400.00	1°40'39"	S00°24'07"E	11.71
C6	28.88	50.00	32°51'36"	N15°11'24"E	28.28
C7	22.36	50.00	25°37'34"	S18°16'22"W	22.18
C8	37.73	50.00	43°13'34"	S15°37'22"E	36.84
C9	37.71	50.00	43°12'43"	S58°50'41"E	36.82
C10	36.32	50.00	41°37'29"	N78°44'13"E	35.53

LEGE

2005-057694-0

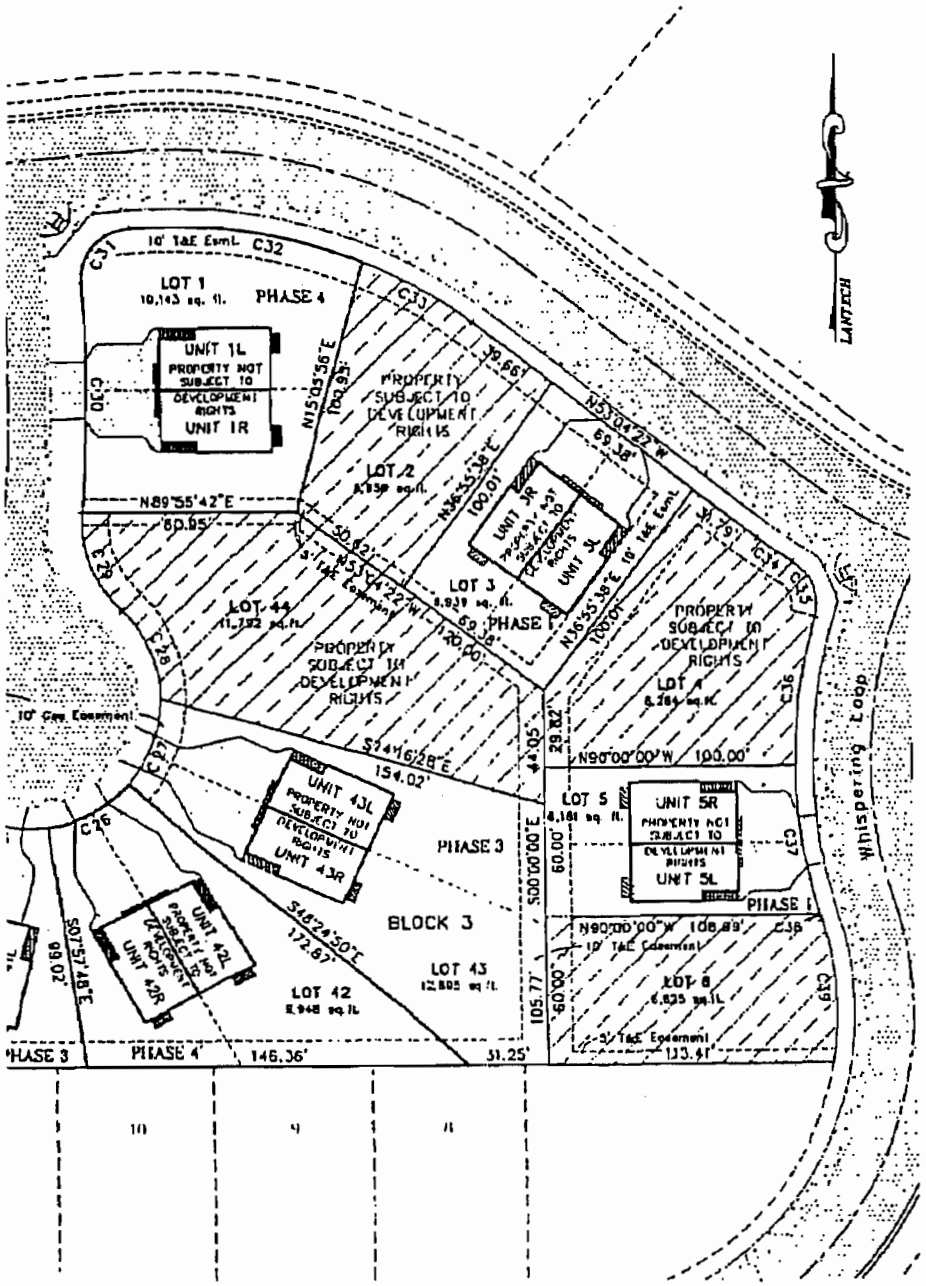


CURVE TABLE				
H	RADIUS	DELTA	CHORD DIRECTION	CHORD
18	670.00	7°21'10"	N83°37'09"W	85.92
10	20.00	91°22'43"	N34°15'13"W	26.62
17	400.00	3°18'18"	S09°47'00"W	23.07
71	400.00	7°41'39"	S04°17'02"W	53.67
71	400.00	1°40'39"	S00°24'07"E	11.71
18	50.00	32°51'36"	N15°11'21"E	28.28
38	50.00	25°37'14"	S18°48'22"W	22.18

LEGEND:

Concrete

2005-057694-0



CERTIFICATE OF COMPLETIC

SECTION 34.08.080 OF THE UNIF
DECLARATION FOR A CONDOMINIU
PART OF THE DECLARATION FOR
CERTIFICATE OF COMPLETION IS F
STRUCTURAL COMPONENTS AND I
COMPRISING A UNIT OF THE CON
ACCORDANCE WITH THE PLAT AN

I DO HEREBY CERTIFY THAT THE
ARE SUBSTANTIALLY IN ACCORD

MICHAEL L. JOKELA, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

NOTARY ACKNOWLEDGMEN

SUBSCRIBED AND SWORN TO BE

FOR: MICHAEL L. JOKELA

May 17, 2009
MY COMMISSION EXPIRES

SURVEYOR'S CERTIFICATE

SECTION 34.08.170 OF THE COU
CERTIFICATION BE MADE WHICH
AS SET FORTH IN SECTION 34.0

I DO HEREBY CERTIFY THAT TH
THE UNITS ACCURATELY SURVEY
INFORMATION REQUIRED BY ALA
AND PLANS FILED HEREWITH
DIMENSIONS DEPICTED ON THE
CONSTRUCTION DRAWINGS AND

MICHAEL L. JOKELA, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

OWNERS CERTIFICATE

THE UNDERSIGNED, DOES HEREB
3, WHISPERWOOD SUBDIVISION-P
UNDER PLAT NO. 2004-122, RE
JUDICIAL DISTRICT, STATE OF A
SUBDIVISION-PHASE 2 ACCORDI
2004-136, RECORDS OF THE A
STATE OF ALASKA, LOCATED W
SECTION 14, TOWNSHIP 13 NOR
ANCHORAGE RECORDING DISTRIC

THE UNDERSIGNED AS DECLARA
HILL, RECORDED ON THE 4TH D
AND AS SET FORTH IN PLAT NO
JUDICIAL DISTRICT, STATE OF A
ON THE 9TH DAY OF MAY, 200
ANCHORAGE RECORDING DISTRIC
AMENDED BY AMENDMENT NO.
RECORDING NO. 2005-052228-
JUDICIAL DISTRICT STATE OF AL
COMMON INTEREST OWNERSHIP
THE CREATION OF THE UNITS A

OWNER
MULTOURIST HOMES INC.

STATE OF ALA

2005-057694-0

WHISPERWOOD HILL CONDOMINIUMS
PHASE 4

A COMMON INTEREST COMMUNITY

COMPLETION

OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT PROVIDES THAT A A CONDOMINIUM MAY NOT BE RECORDED AND A PLAT OR PLAN THAT IS ARATION FOR A CONDOMINIUM MAY NOT BE FILED UNLESS A MPLETION IS RECORDED WITH THE DECLARATION AS EVIDENCE THAT THE DINGS AND MECHANICAL SYSTEMS OF EACH BUILDING CONTAINING OR OF THE CONDOMINIUM ARE COMPLETED SUBSTANTIALLY IN THE PLAT AND PLANS.

FY THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS Y IN ACCORDANCE WITH THE PLANS.

PLS

#200
KA 99503

NOWLEDGMENT

SWORN TO BEFORE ME THIS 9th DAY OF August 2005.

OKLA

TIMOTHY L. CREAIG NOTARY PUBLIC STATE OF ALASKA

2009
PIRES

NOTARY PUBLIC

RTIFICATE

OF THE COMMON INTEREST OWNERSHIP ACT REQUIRES THAT A MADE WHICH STATES THAT PLAT AND PLAN CONTAINS THE INFORMATION SECTION 34.08.170.

FY THAT THIS PLAT AND PLANS ARE A TRUE AND CORRECT LAYOUT OF RELY SURVEYED TO DEPICT AN AS-BUILT SURVEY AND THAT THE IRED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THE PLAT HEREWITH. THE VERTICAL AND HORIZONTAL BOUNDARIES AND ED ON THE PLANS ARE REPRODUCED DIRECTLY FROM ACTUAL MINGS AND ACCORDINGLY ARE NOT INCLUDED IN THIS CERTIFICATION

, PLS

#200
A 99503

ICATE

DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOTS 27-36, BLOCK UBDIVISON-PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED 004-122, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD STATE OF ALASKA; AND LOTS 1-8 AND 37-44 BLOCK 3, WHISPERWOOD 2 ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NO S OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF HIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA, DING DISTRICT.

AS DECLARANT UNDER THAT CERTAIN DECLARATION FOR WHISPERWOOD THE 4TH DAY OF MARCH, 2005, UNDER SERIAL NO. 2005-013803-0 IN PLAT NO. 2005-22 IN THE ANCHORAGE RECORDING DISTRICT, THIRD STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 1, RECORDED OF MAY, 2005 AT SERIAL RECORDING NO. 2005-030590-0 IN THE DING DISTRICT, THIRD JUDICIAL DISTRICT STATE OF ALASKA, AND AS DMENT NO. 2, RECORDED ON THE 27TH DAY OF JULY, 2005 AT SERIAL 05-052226-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD STATE OF ALASKA, PURSUANT TO SECTION 34.08.100 OF THE ALASKA OWNERSHIP ACT DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT THE UNITS AND COMMON ELEMENTS AS SHOWN HEREIN.

INC.
VENUE

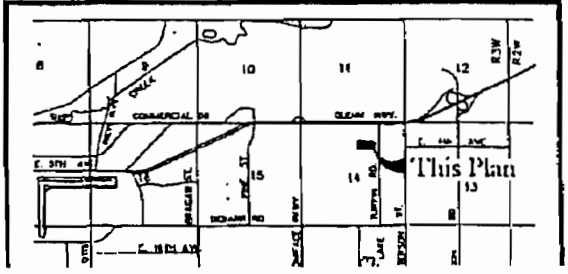
NOTES:

1) ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND DECIMAL PORTIONS OF FEET.
2) ALL BUILDING TIES ARE AT 90° TO THE PROPERTY LINES UNLESS OTHERWISE NOTED.
3) ELEVATION DATUM FOR THE BUILDINGS IS GREATER ANCHORAGE AREA BOROUGH, POST QUAKE, U.S. GEODETIC SURVEY, MEAN SEA LEVEL OF 1972.
4) EACH UNIT IS DESIGNATED BY A NUMBER INDICATING THE DESIGNATION OF THE UNIT WITHIN THE PROJECT(i.e. UNIT 1R).
5) THIS PROJECT IS LOCATED ON LOTS 27-36 BLOCK 3 WHISPERWOOD SUBDIVISON-PHASE 1 ACCORDING TO PLAT 2004-122, AND LOTS 1-8 & 37-44, BLOCK 3, WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT 2004-138 WITHIN NW 1/4 OF NE 1/4, SEC. 14, T13N, R3W, S.M. ALASKA, ANCHORAGE RECORDING DISTRICT.
6) THE CONDOMINIUM DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE "COMMON INTEREST OWNERSHIP ACT", ALASKA STATUTE 34.08
7) AREAS OUTSIDE OF UNIT BOUNDARIES AND LIMITED COMMON ELEMENTS, AS SPECIFIED IN THE DECLARATION, ARE COMMON ELEMENTS.
8) 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, SIGN, 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.
9) UNIT BOUNDARIES SHOWN ON THIS SHEET ARE ACTUAL UNIT BOUNDARIES DEFINITION OF UNIT IN ARTICLE IV
10) 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.
11) THE PARKING AREAS WITHIN THE ELEMENTS AREAS ARE TEMPORARY PARKING ONLY.
12) DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
13) AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 111,130 S.F. = 2.6 AC.
14) DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e.1'=1.00')
15) FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED MARCH 4TH, 2005, SERIAL 2005-013803-0, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
16) 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.
17) UNIT OWNERS MAY CONSTRUCT A LIMITED COMMON ELEMENT FENCE ENCLOSING THEIR YARD IN ACCORDANCE WITH SECTION 6.1(c) OF THE DECLARATION AT THE LOCATIONS SHOWN ON THE PLAT AS 'UNIT OWNER' FENCE LOCATION.

PHASE 1 DEC-9-04 LOTS 3, 5 & 28
PHASE 2 FEB-14-05 LOTS 37, 38 & 40
PHASE 3 JULY-2-05 LOTS 39, 41 & 43
PHASE 4 JULY-25-05 LOTS 1, 33 & 42

SHEET 1 OF 3

Vicinity Map Scale: 1"= 1 Mile



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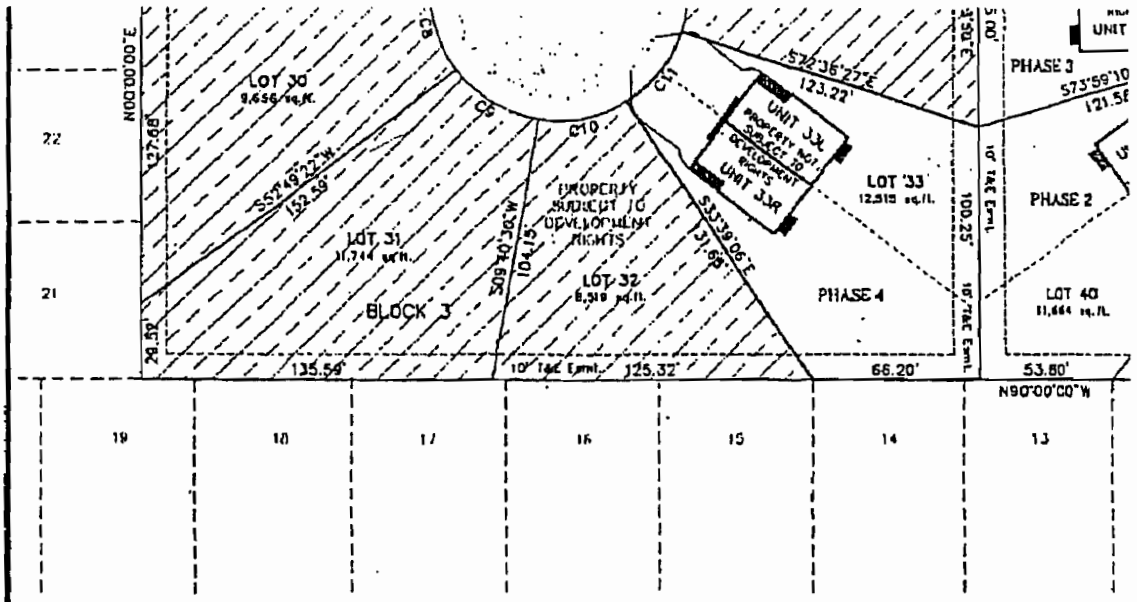
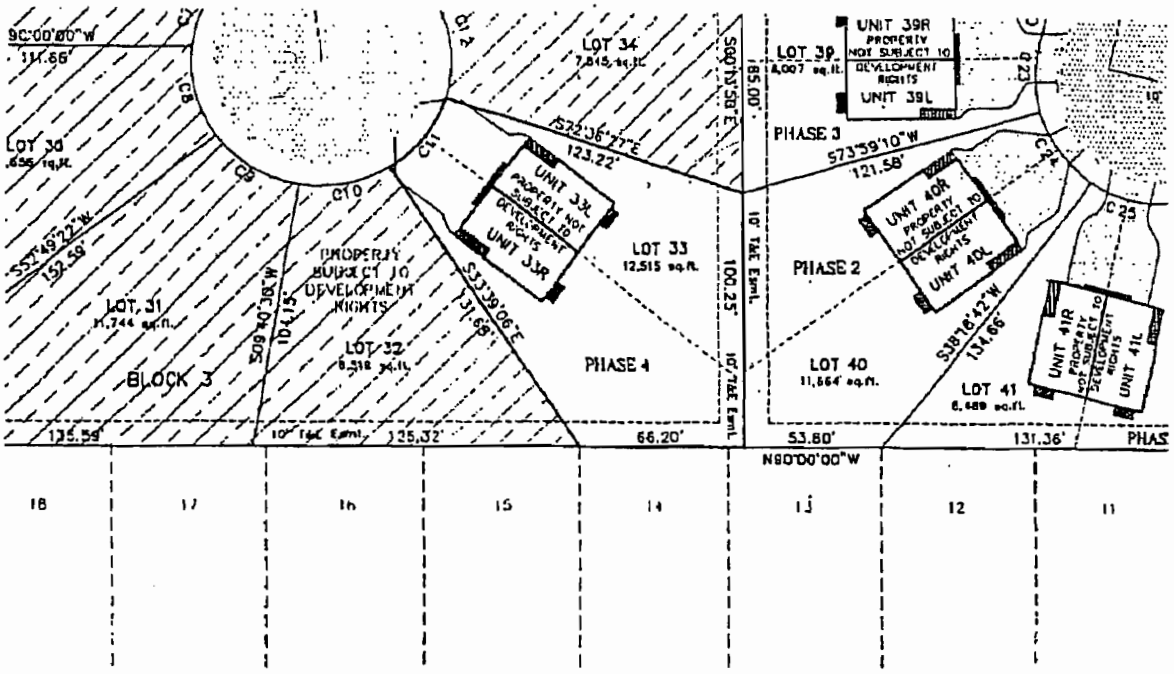


CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C1	85.88	670.00	7°21'10"	N83°37'09"W	85.82
C2	31.80	20.00	91°22'43"	N34°19'13"W	28.62
C3	23.07	400.00	3°18'18"	S08°47'00"W	23.07
C4	53.71	400.00	7°41'39"	S04°17'02"W	53.67
C5	11.71	400.00	1°40'39"	S00°24'07"E	11.71
C6	28.68	50.00	32°51'36"	N19°11'21"E	28.28
C7	22.36	50.00	25°37'34"	S18°48'22"W	22.18
C8	37.73	50.00	43°13'54"	S13°37'22"E	36.84
C9	37.71	50.00	43°12'43"	S56°50'41"E	36.82
C10	36.32	50.00	41°37'29"	N78°44'13"E	35.53
C11	35.42	50.00	40°35'34"	N37°37'41"E	34.69
C12	51.43	50.00	58°56'24"	N13°08'18"W	49.20
C13	37.04	50.00	42°26'40"	S20°23'10"E	36.20
C14	31.10	340.00	5°14'27"	S05°27'24"W	31.09
C15	31.80	340.00	5°21'31"	S08°45'23"W	31.79
C16	30.08	20.00	86°10'39"	S54°31'28"W	27.33
C17	108.14	730.00	8°19'51"	S86°13'08"E	108.05
C18	82.59	730.00	4°54'48"	N86°49'34"E	82.57
C19	31.81	20.00	91°08'25"	N55°03'37"W	28.58
C20	94.31	490.00	6°21'01"	N01°18'53"W	94.28
C21	65.27	490.00	7°37'54"	N05°40'35"E	65.22
C22	27.10	490.00	3°10'51"	N11°04'37"E	27.10
C23	25.03	50.00	28°41'13"	S01°40'14"E	24.77
C24	35.76	50.00	40°58'29"	S36°30'05"E	35.00
C25	35.76	50.00	40°58'29"	S77°28'33"E	35.00
C26	35.76	50.00	40°58'29"	N61°32'58"E	35.00
C27	35.76	50.00	40°58'29"	N20°34'29"E	35.00
C28	38.99	50.00	44°40'50"	N22°15'10"W	38.01
C29	42.94	50.00	49°12'24"	S18°38'23"E	41.63
C30	89.31	550.00	9°18'13"	N00°02'17"W	89.21
C31	31.20	20.00	89°22'02"	S39°58'37"W	28.13
C32	91.07	190.00	27°27'43"	N81°39'30"W	90.20
C33	49.04	190.00	14°47'17"	N60°26'00"W	48.90
C34	17.35	250.00	3°58'34"	S89°03'39"E	17.35
C35	25.46	20.00	72°59'10"	N20°33'21"W	23.78
C36	59.21	210.00	16°09'16"	S07°51'36"W	59.01
C37	60.68	210.00	16°33'40"	S08°31'22"E	60.47
C38	2.58	210.00	0°42'11"	S17°10'47"E	2.58
C39	58.22	120.00	27°47'59"	N03°37'53"W	57.65

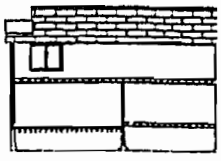


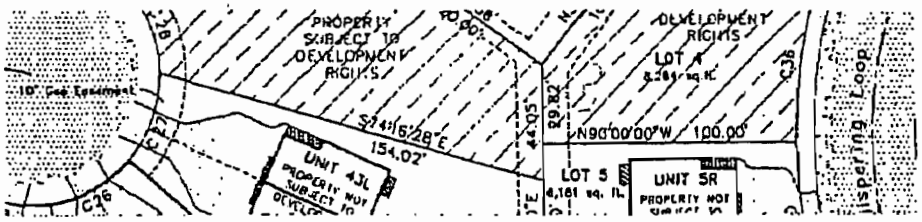
CURVE TABLE				
	RADIUS	DELTA	CHORD DIRECTION	CHORD
C8	670.00	7°21'10"	N83°37'09"W	85.97
C9	20.00	91°22'43"	N34°15'13"W	28.62
C10	100.00	3°18'18"	S09°47'00"W	23.07
C11	100.00	3°41'36"	S04°17'02"W	53.67
C12	400.00	1°40'39"	S00°24'01"E	11.71
C13	50.00	32°51'38"	N15°11'21"E	28.28
C14	50.00	25°37'34"	S18°46'22"W	22.18
C15	50.00	43°13'54"	S15°37'22"E	36.84
C21	50.00	43°12'43"	S56°30'41"E	36.82
C22	50.00	41°37'29"	N78°44'13"E	35.53
C23	50.00	40°35'34"	N37°37'41"E	34.69
C24	50.00	56°56'24"	N12°08'18"W	69.20
C25	50.00	42°26'40"	S20°23'10"E	36.30
C10	340.00	5°14'27"	S03°27'24"W	31.09
C9	340.00	5°21'31"	S08°45'23"W	31.79
C8	20.00	86°10'39"	S36°31'28"W	27.33
C14	730.00	8°18'51"	S88°33'08"E	106.05
C9	730.00	4°34'46"	N86°49'34"E	62.57
C1	20.00	91°06'25"	N50°03'37"W	28.56
C31	490.00	6°21'03"	N01°16'33"W	54.28
C7	490.00	7°37'34"	N05°40'35"E	65.32
C30	490.00	3°19'51"	N11°04'57"E	27.20
C33	50.00	28°41'13"	S01°40'14"E	24.77
C76	50.00	40°56'29"	S38°30'09"E	35.00
C75	50.00	40°56'29"	S77°28'33"E	35.00
C78	50.00	40°56'29"	N61°32'58"E	35.00
C76	50.00	40°56'29"	N20°34'29"E	35.00
C59	50.00	44°40'30"	N22°15'10"W	38.01
C24	50.00	48°12'24"	S18°59'23"E	41.83
C31	550.00	9°16'13"	N00°02'17"W	89.20
C20	20.00	89°22'02"	S39°50'37"W	28.13
C37	190.00	27°27'43"	N81°35'30"W	90.26
C34	190.00	14°47'17"	N60°26'00"W	48.90
C35	250.00	3°56'34"	S59°03'38"E	17.35
C48	20.00	72°39'10"	N20°33'21"W	23.79
C21	210.00	18°09'18"	S07°31'36"W	59.01
C55	210.00	16°36'40"	S08°31'22"E	60.67
C45	210.00	0°42'11"	S17°10'47"E	2.58
C22	120.00	27°47'39"	N03°37'53"W	57.65

LEGEND:

- Concrete
- Paved Drive (must be built)
- Overhang
- Deck
- Existing Pavement

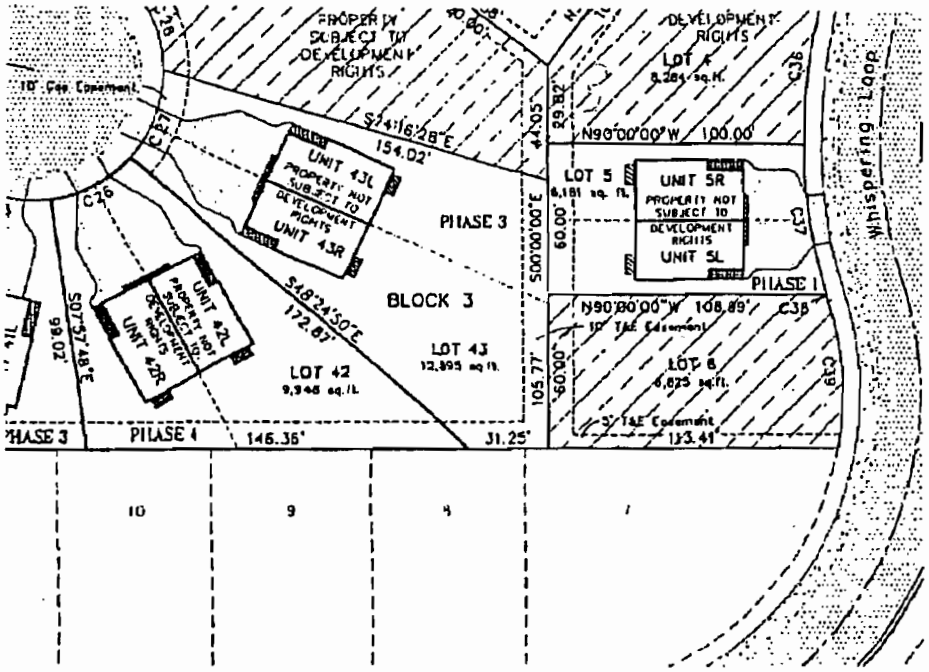
FL





May 17, 2009
MY COMMISSION EXPIRES

SURVEYOR'S CERTIFICATE



May 17, 2009
MY COMMISSION EXPIRES

SURVEYOR'S CERTIFICATE

SECTION 34.08.170 OF THE COM
CERTIFICATION BE MADE WHICH
AS SET FORTH IN SECTION 34.0

I DO HEREBY CERTIFY THAT TH
THE UNITS ACCURATELY SURVEY
INFORMATION REQUIRED BY AS
AND PLANS FILED HEREWITH.
DIMENSIONS DEPICTED ON THE
CONSTRUCTION DRAWINGS AND

MICHAEL L. JOKELA, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

OWNERS CERTIFICATE

THE UNDERSIGNED, DOES HEREB
3, WHISPERWOOD SUBDIVISION-PH
UNDER PLAT NO. 2004-122, RE
JUDICIAL DISTRICT, STATE OF A
SUBDIVISION-PHASE 2 ACCORDI
2004-138, RECORDS OF THE A
STATE OF ALASKA. LOCATED W
SECTION 16, TOWNSHIP 13 NORT
ANCHORAGE RECORDING DISTRIC

THE UNDERSIGNED AS DECLARA
HILL, RECORDED ON THE 4TH D
AND AS SET FORTH IN PLAT NO
JUDICIAL DISTRICT, STATE OF A
ON THE 8TH DAY OF MAY, 200
ANCHORAGE RECORDING DISTRIC
AMENDED BY AMENDMENT NO. 2
RECORDING NO. 2003-052228-
JUDICIAL DISTRICT STATE OF AL
COMMON INTEREST OWNERSHIP
THE CREATION OF THE UNITS A

OWNER
MULTIQUIST HOMES INC.
360 EAST 100TH AVENUE
ANCHORAGE, AK. 99515

NOTARY ACKNOWLEDGMEN

SUBSCRIBED AND SWORN TO BE
FOR: DAVID HULTQUIST

3-8-06
MY COMMISSION EXPIRES

BENEFICIARY:

KEY BANK OF WASHINGTON
601 108TH AVENUE NE
BELLEVUE, WA 98004
KATHLEEN HEROLDEN
VICE PRESIDENT

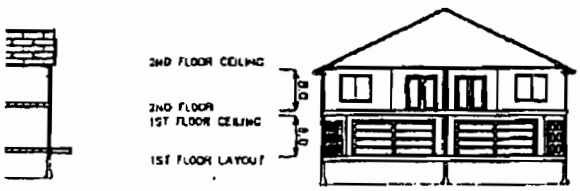
NOTARY ACKNOWLEDGMEN

SUBSCRIBED AND SWORN TO BE
FOR: KATHLEEN S.

02-08-09
My commission expires

FLOOR TO CEILING HEIGHTS

NOT TO SCALE



009
IRES

Timothy L Creasy
NOTARY PUBLIC

RTIFICATE

OF THE COMMON INTEREST OWNERSHIP ACT REQUIRES THAT A
ADE WHICH STATES THAT PLAT AND PLAN CONTAINS THE INFORMATION
ECTION 34.08.170.

FY THAT THIS PLAT AND PLANS ARE A TRUE AND CORRECT LAYOUT OF
TELY SURVEYED TO DEPICT AN AS-BUILT SURVEY AND THAT THE
RED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THE PLAT
HEREWITH. THE VERTICAL AND HORIZONTAL BOUNDARIES AND
ED ON THE PLANS ARE REPRODUCED DIRECTLY FROM ACTUAL
WINGS AND ACCORDINGLY ARE NOT INCLUDED IN THIS CERTIFICATION.

PLS

7200
A 99503

CATE

DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOTS 27-34, BLOCK
ISONSON-PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED
106-122, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD
STATE OF ALASKA; AND LOTS 1-6 AND 37-44 BLOCK 3, WHISPERWOOD
2 ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NO
OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT,
LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF
HIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA,
DING DISTRICT.

AS DECLARANT UNDER THAT CERTAIN DECLARATION FOR WHISPERWOOD
THE 4TH DAY OF MARCH, 2005, UNDER SERIAL NO. 2005-013803-0
IN PLAT NO. 2005-23 IN THE ANCHORAGE RECORDING DISTRICT, THIRD
STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 1, RECORDED
OF MAY, 2005 AT SERIAL RECORDING NO 2005-030280-0 IN THE
DING DISTRICT, THIRD JUDICIAL DISTRICT STATE OF ALASKA, AND AS
DMENT NO. 2, RECORDED ON THE 27TH DAY OF JULY, 2005 AT SERIAL
15-052226-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD
STATE OF ALASKA, PURSUANT TO SECTION 34.08.100 OF THE ALASKA
OWNERSHIP ACT DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT
THE UNITS AND COMMON ELEMENTS AS SHOWN HEREIN.

INC.
VENUE
9515

WLEDGMENT

WORN TO BEFORE ME THIS 9TH DAY OF August 2005.

KARA S. STRONG
NOTARY PUBLIC
STATE OF ALASKA

IRES

NOTARY PUBLIC

HINGTON
NE
34

AUTHORIZED SIGNER/POSITION

WLEDGMENT

WORN TO BEFORE ME THIS 11TH DAY OF AUGUST 2005
EN S HEEPLEIN

NOTARY PUBLIC
STATE OF ALASKA

IRES

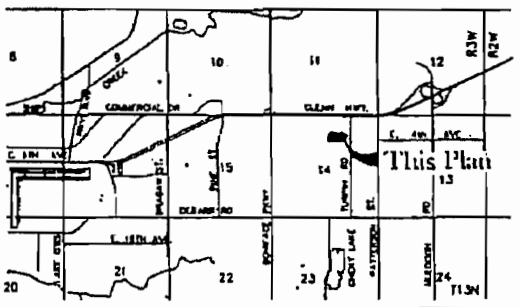
Notary Public

DEFINITION OF UNIT IN ARTICLE II.
10) 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 VI 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.
11) THE PARKING AREAS WITHIN THE ELEMENTS AREAS ARE TEMPORARY PARKING ONLY.
12) DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
13) AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 111,130 S.F. = 2.5 AC.
14) DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e.4'=4.00')
15) FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED MARCH 4TH, 2005, SERIAL 2005-013803-0, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
16) 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.
17) UNIT OWNERS MAY CONSTRUCT A LIMITED COMMON ELEMENT FENCE ENCLOSING THEIR YARD IN ACCORDANCE WITH SECTION 6.1(c) OF THE DECLARATION AT THE LOCATIONS SHOWN ON THE PLAT AS "UNIT OWNER" FENCE LOCATION.

PHASE 1 DEC-8-04 LOTS 3, 5 & 28
PHASE 2 FEB-14-05 LOTS 37, 38 & 40
PHASE 3 JULY-2-05 LOTS 39, 41 & 43
PHASE 4 JULY-25-05 LOTS 1, 33 & 42

SHEET 1 OF 3

Vicinity Map Scale: 1" = 1 Mile



A CONDOMINIUM PLAT OF:

WHISPERWOOD HILL CONDOMINIUMS

PHASE 4 ADDING UNITS

UNITS 1R, 11R, 33R, 42R, & 42R

LOCATED ON:

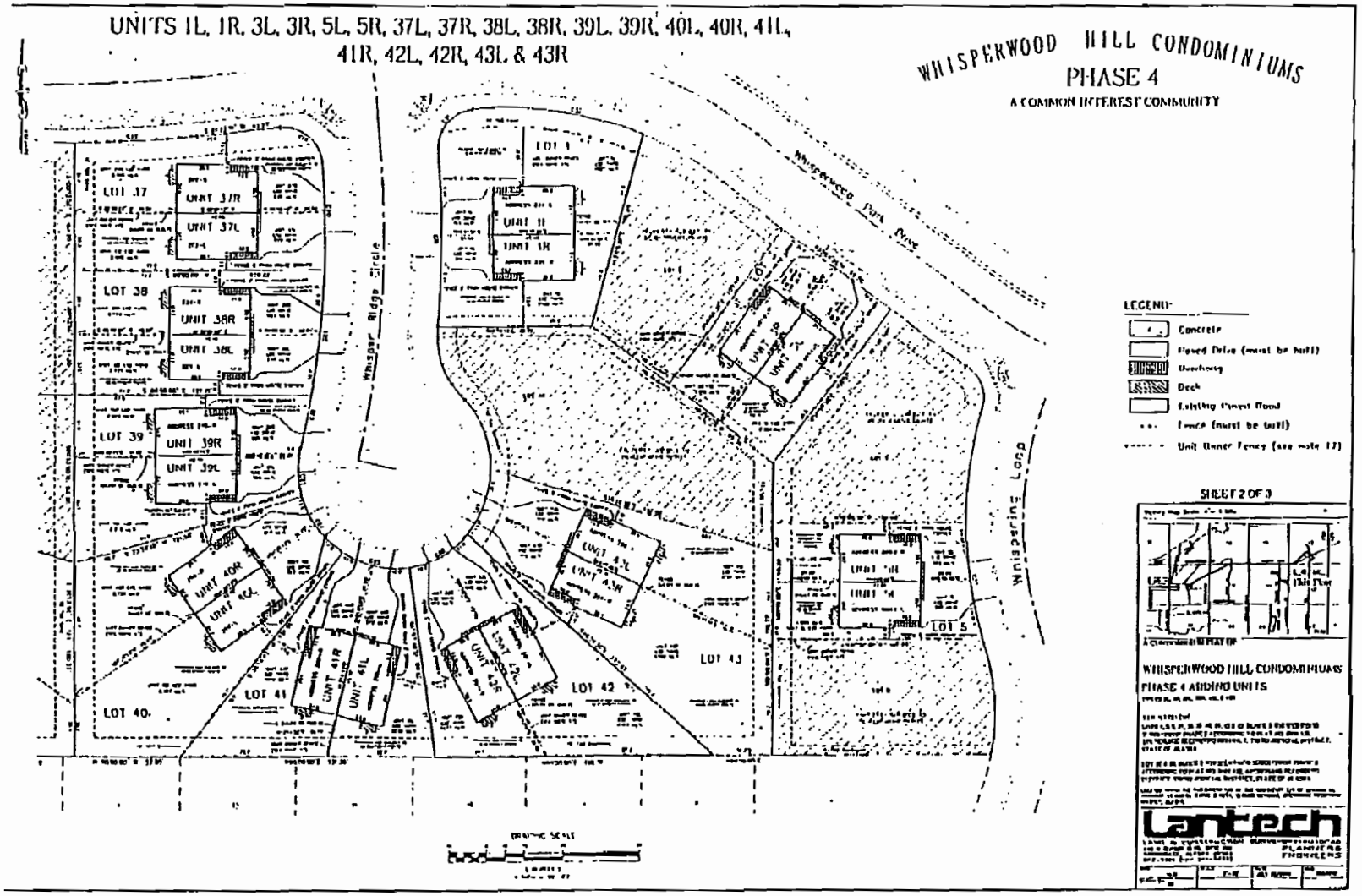
LOTS 1, 3, 5, 37, 38, 39, 40, 41, 42 & 43, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOT 28 & 33, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT NO. 2004-122, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ANCHORAGE RECORDING DISTRICT, ALASKA.

Lantech
LAND & CONSTRUCTION SURVEYORS • AUTOCAD
PLANNERS
ENGINEERS
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)

GRID: 1219	SCALE: 1"=40'	DATE: JULY 25/2005	WO# 2003M41
DRAWN BY: CB			



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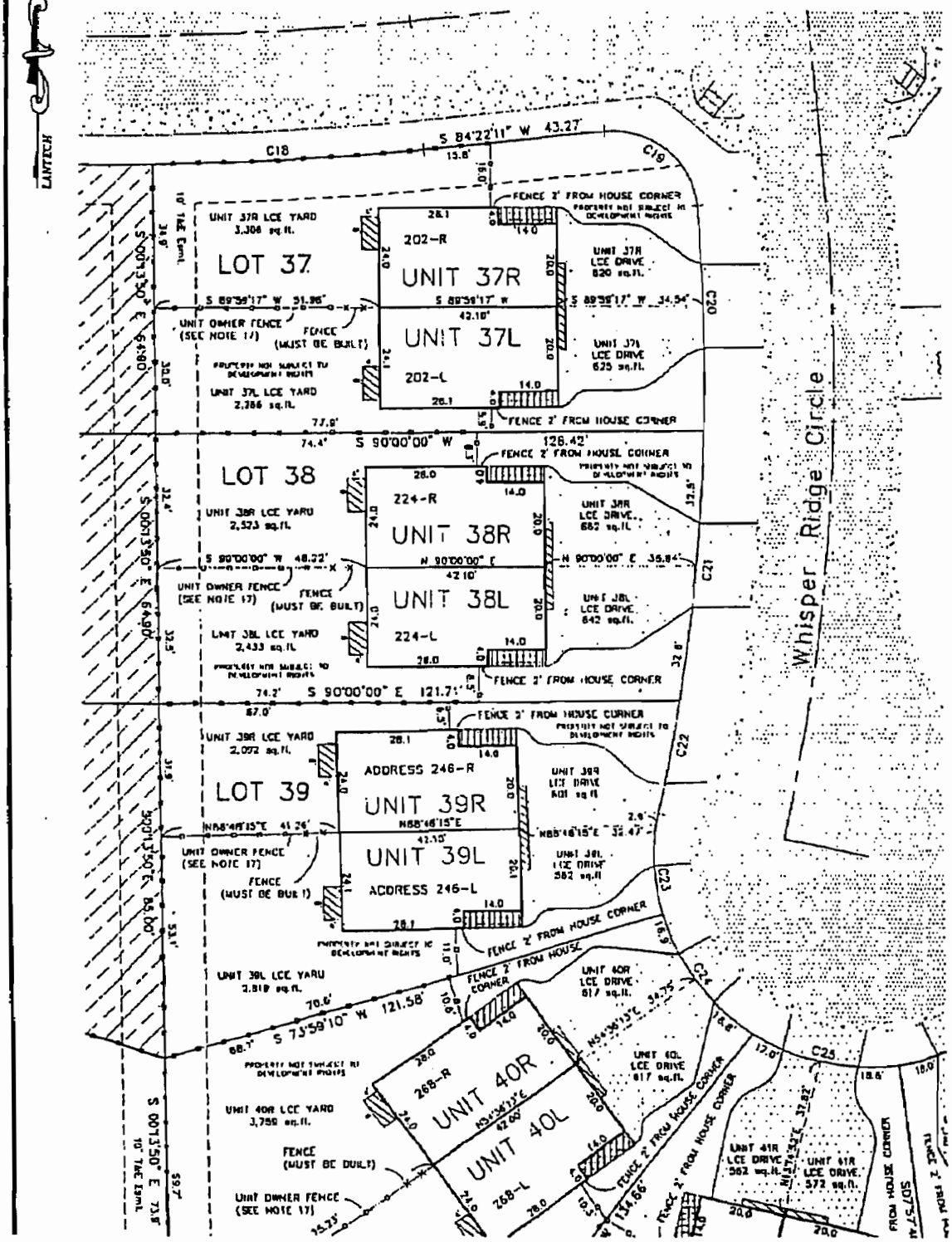
18 of 35

UNITS 1L, 1R, 3L, 3R, 5L, 5R, 37L, 41R, 42L, 4



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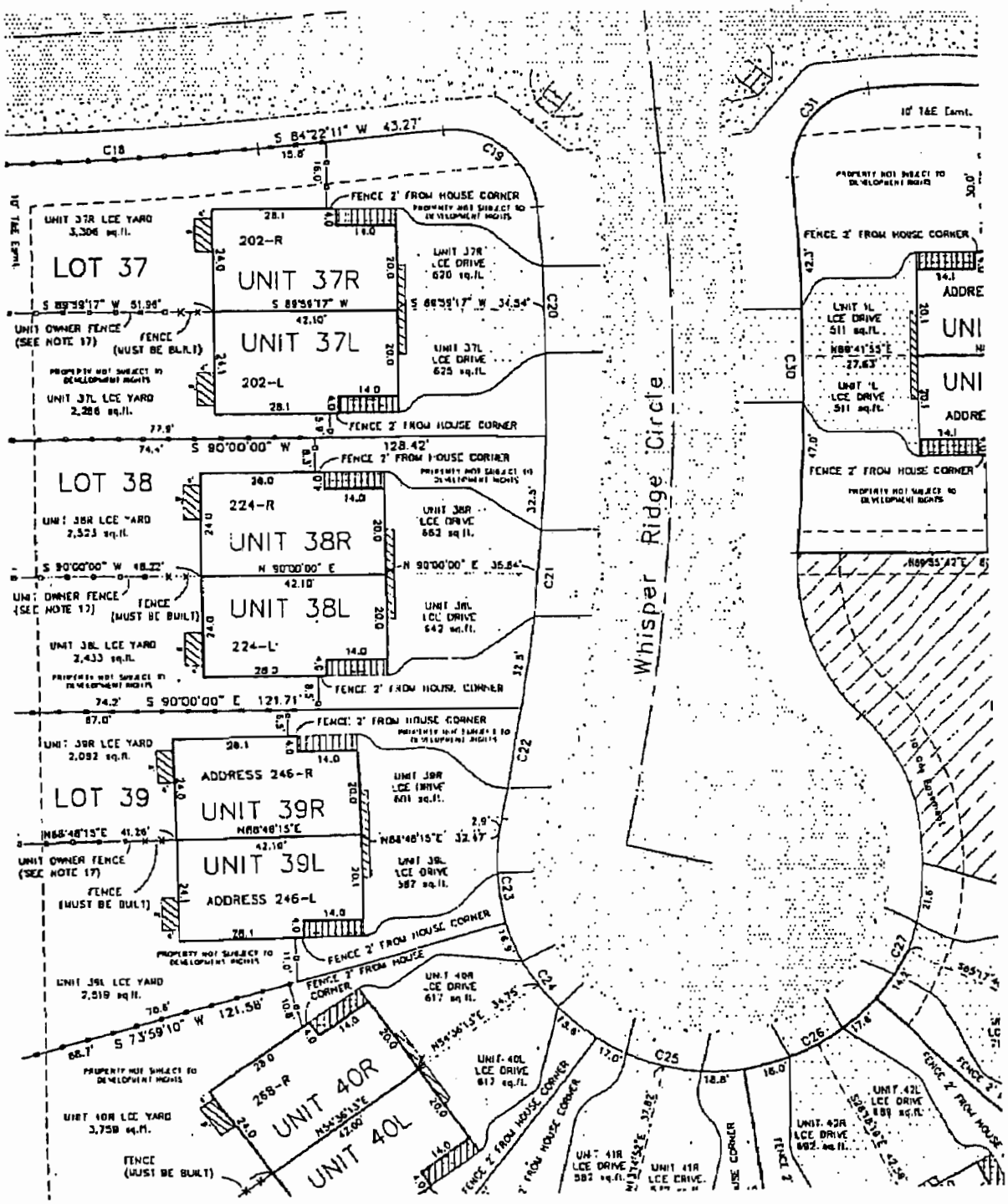
UNITS 1L, 1R, 3L, 3R, 5L, 5R, 37L, 37R, 38L, 41R, 42L, 42R, 43L &



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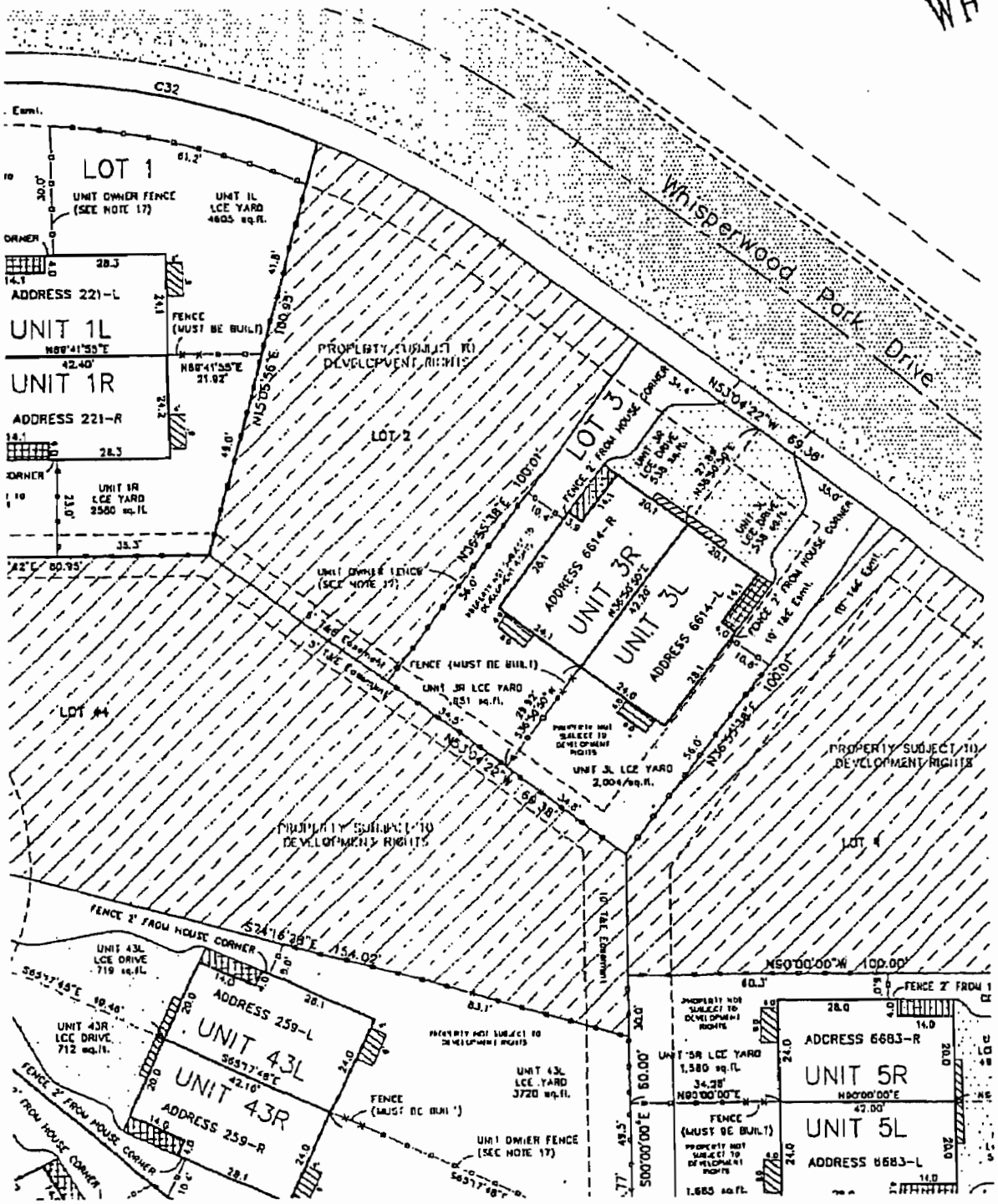
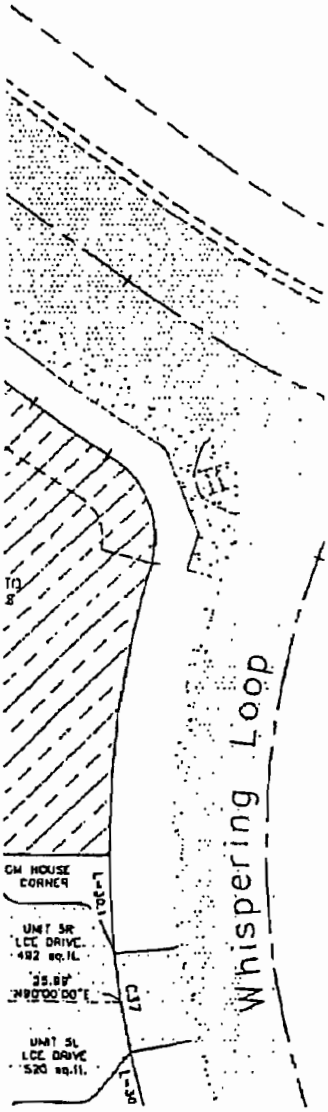
L, 38R, 39L, 39R, 40L, 40R, 41L,
& 43R



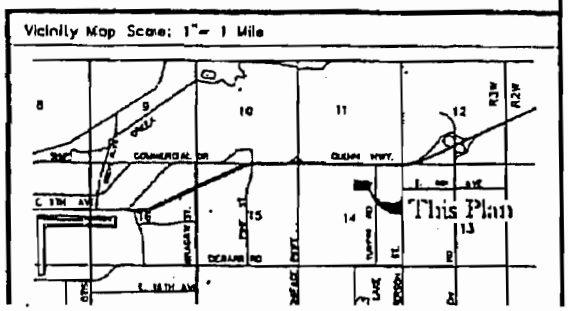
HISPERWOOD HILL CONDOMINIUMS
PHASE 4
A COMMON INTEREST COMMUNITY



LEGEND:

- Concrete
- Paved Drive (must be built)
- Overhang
- Deck
- Existing Paved Road
- Fence (must be built)
- Unit Owner Fence (see note 17)

SHEET 2 OF 3



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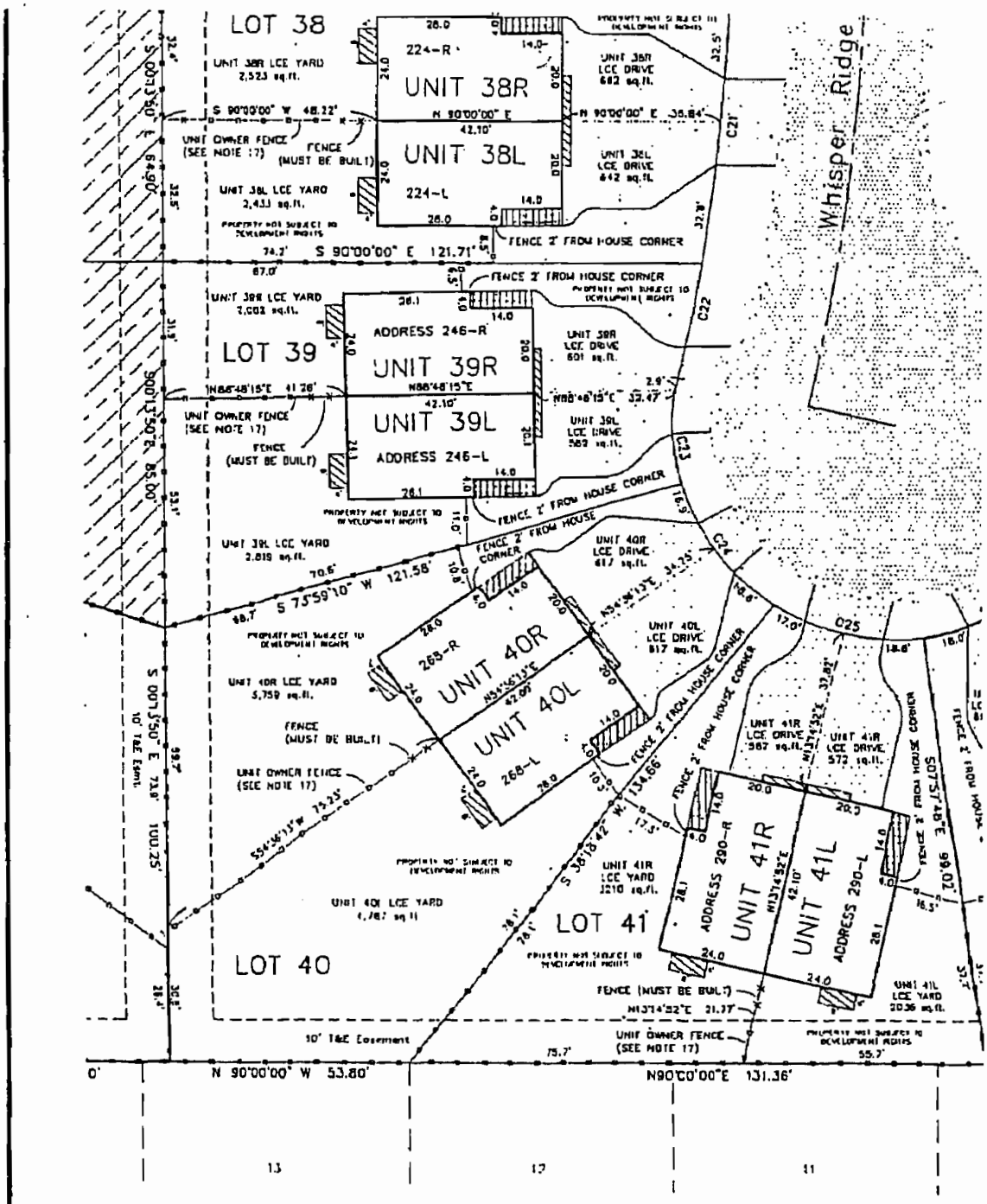

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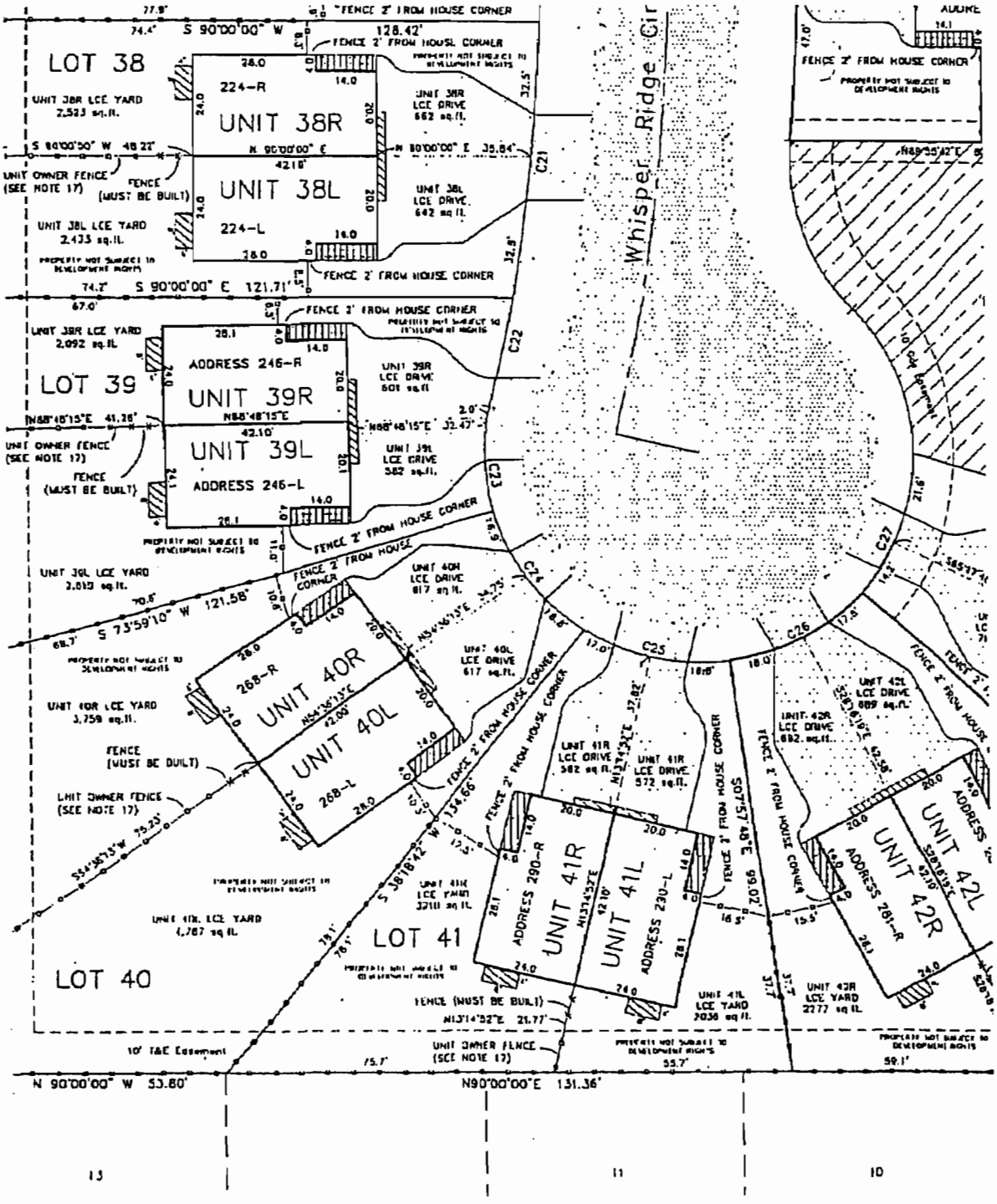
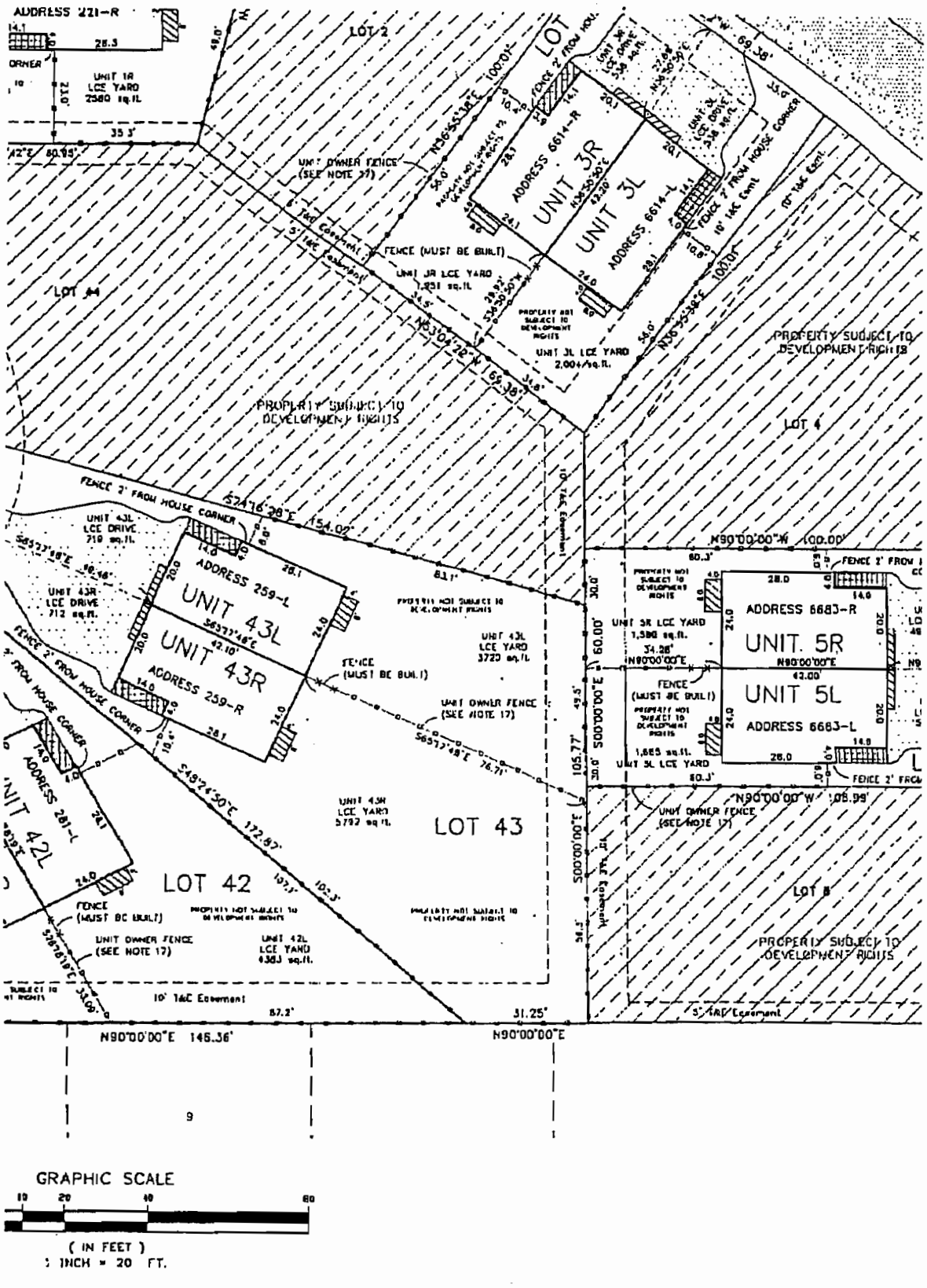
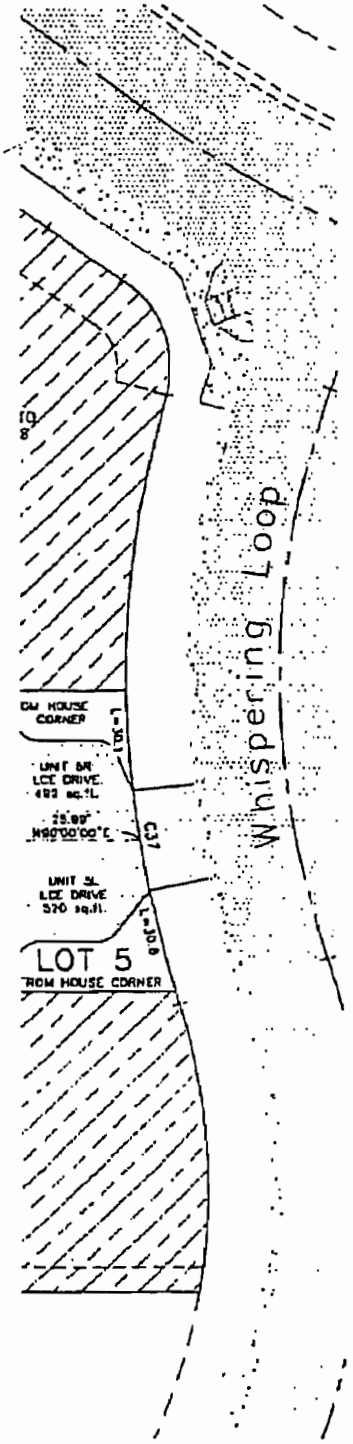

LOT 38
UNIT 38R
224-R
UNIT 38L
224-L
LOT 39
ADDRESS 246-R
UNIT 39R
UNIT 39L
ADDRESS 246-L
LOT 40
268-R
UNIT 40R
UNIT 40L
268-L
LOT 41
ADDRESS 290-R
UNIT 41R
UNIT 41L
ADDRESS 230-L
ADDRESS 281-R
UNIT 42R
UNIT 42L
Whisper Ridge Cir
S 90°00'00" W 128.42'
S 90°00'00" E 121.71'
S 73°59'10" W 121.58'
N 90°00'00" W 53.80'
N90°00'00"E 131.36'
FENCE 2' FROM HOUSE CORNER
FENCE (MUST BE BUILT)
UNIT OWNER FENCE (SEE NOTE 17)
10' T&E Easement
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS


ADDRESS 221-R
UNIT 1R
LCE YARD
2580 sq.ft.
LOT 2
UNIT 3R
ADDRESS 6614-R
UNIT 3L
ADDRESS 6614-L
UNIT 3R LCE YARD
1,931 sq.ft.
UNIT 3L LCE YARD
2,004 sq.ft.
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
LOT 4
FENCE (MUST BE BUILT)
UNIT OWNER FENCE (SEE NOTE 17)
10' T&C Easement
FENCE 2' FROM HOUSE CORNER
UNIT 43L
LCE DRIVE
710 sq.ft.
UNIT 43R
LCE DRIVE
712 sq.ft.
ADDRESS 259-L
UNIT 43L
ADDRESS 259-R
UNIT 43R
UNIT 43L
LCE YARD
3720 sq.ft.
UNIT 43R
LCE YARD
5792 sq.ft.
LOT 43
ADDRESS 281-L
UNIT 42L
LOT 42
UNIT 42L
LCE YARD
4383 sq.ft.
ADDRESS 6683-R
UNIT 5R
UNIT 3R LCE YARD
1,580 sq.ft.
ADDRESS 6683-L
UNIT 5L
UNIT 5L LCE YARD
1,685 sq.ft.
LOT 5
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
5' ARE Easement
N90°00'00"E 146.36'
N90°00'00"E
GRAPHIC SCALE
(IN FEET)
1 INCH = 20 FT.

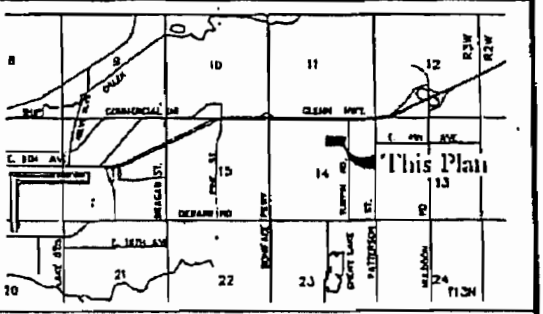


LEGEND:

- Concrete
- Paved Drive (must be built)
- Overhang
- Deck
- Existing Paved Road
- Fence (must be built)
- Unit Owner Fence (see note 17)

SHEET 2 OF 3

Vicinity Map Scale: 1" = 1 Mile



A CONDOMINIUM PLAT OF:

WHISPERWOOD HILL CONDOMINIUMS

PHASE 4 ADDING UNITS

UNITS 1L, 1R, 33L, 33R, 42L & 42R

LOCATED ON:

LOTS 1, 3, 5, 37, 38, 39, 40, 41, 42 & 43, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

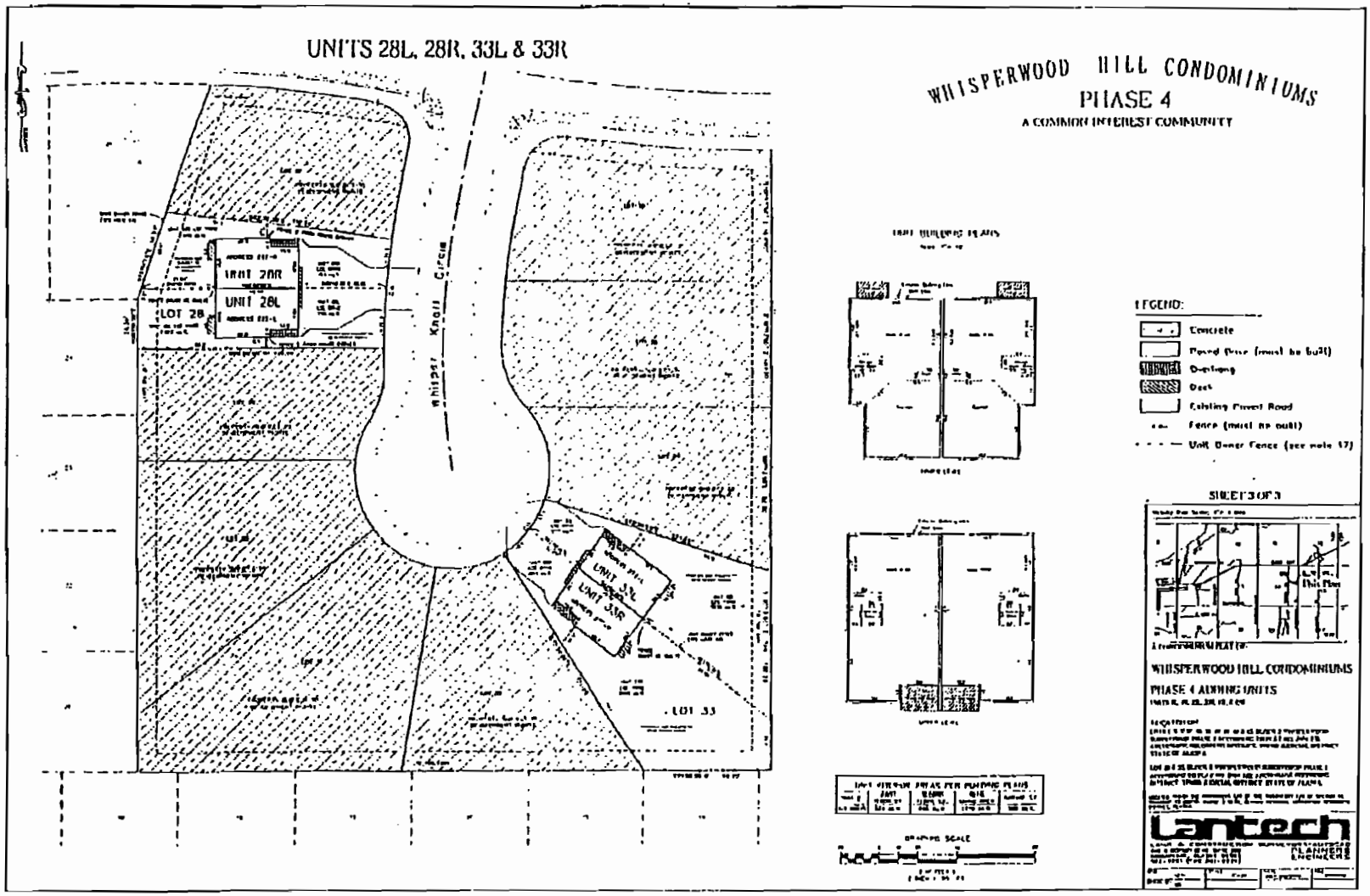
LOT 28 & 33, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT NO. 2004-122, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ANCHORAGE RECORDING DISTRICT, ALASKA.

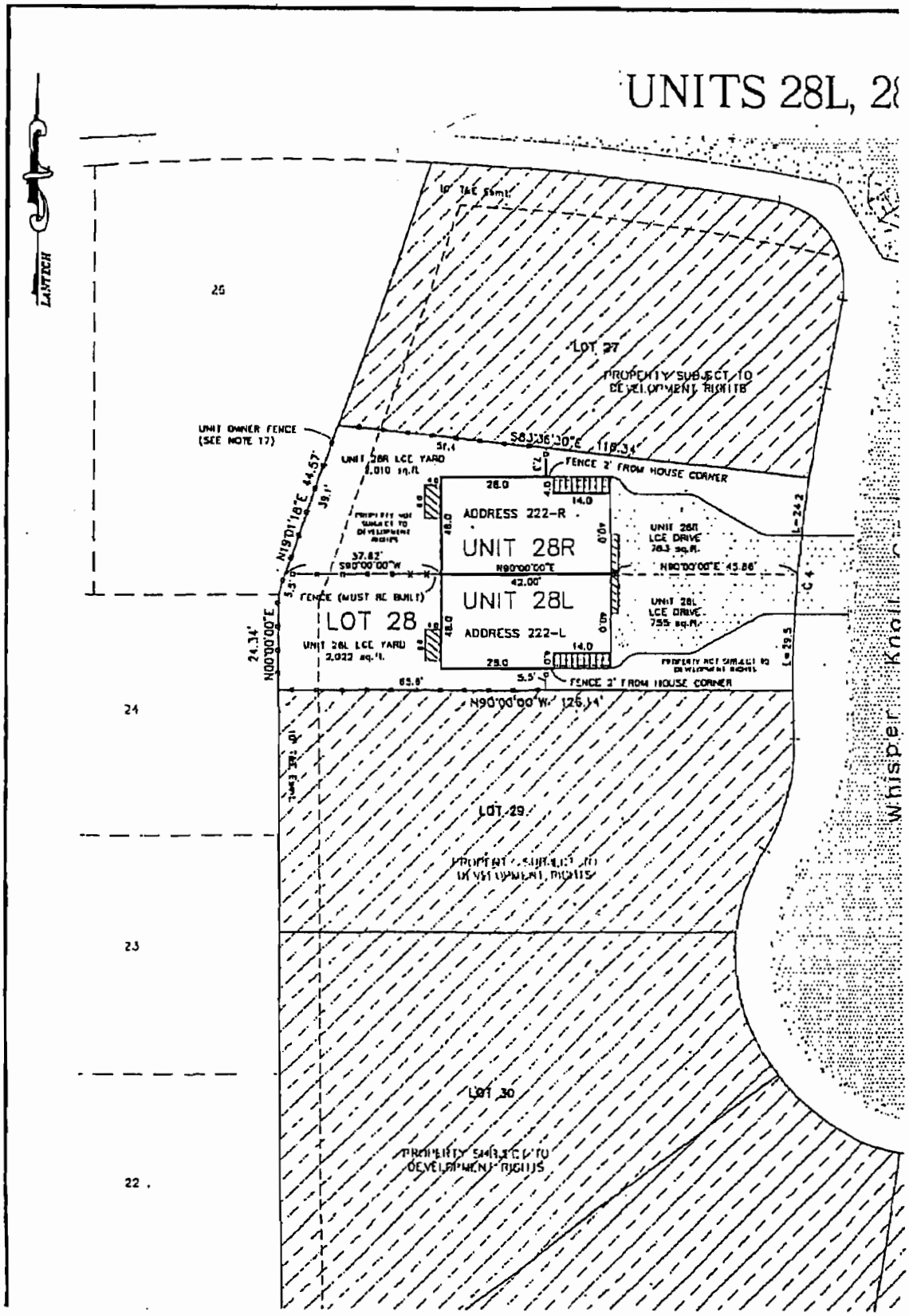
lantech
LAND & CONSTRUCTION SURVEYORS • AUTOCAD
PLANNERS
ENGINEERS
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6628)

GRID: 1339	SCALE: 1"=20'	DATE: JULY 25/2005	W.O.# 2003147
DRAWN BY: CB			

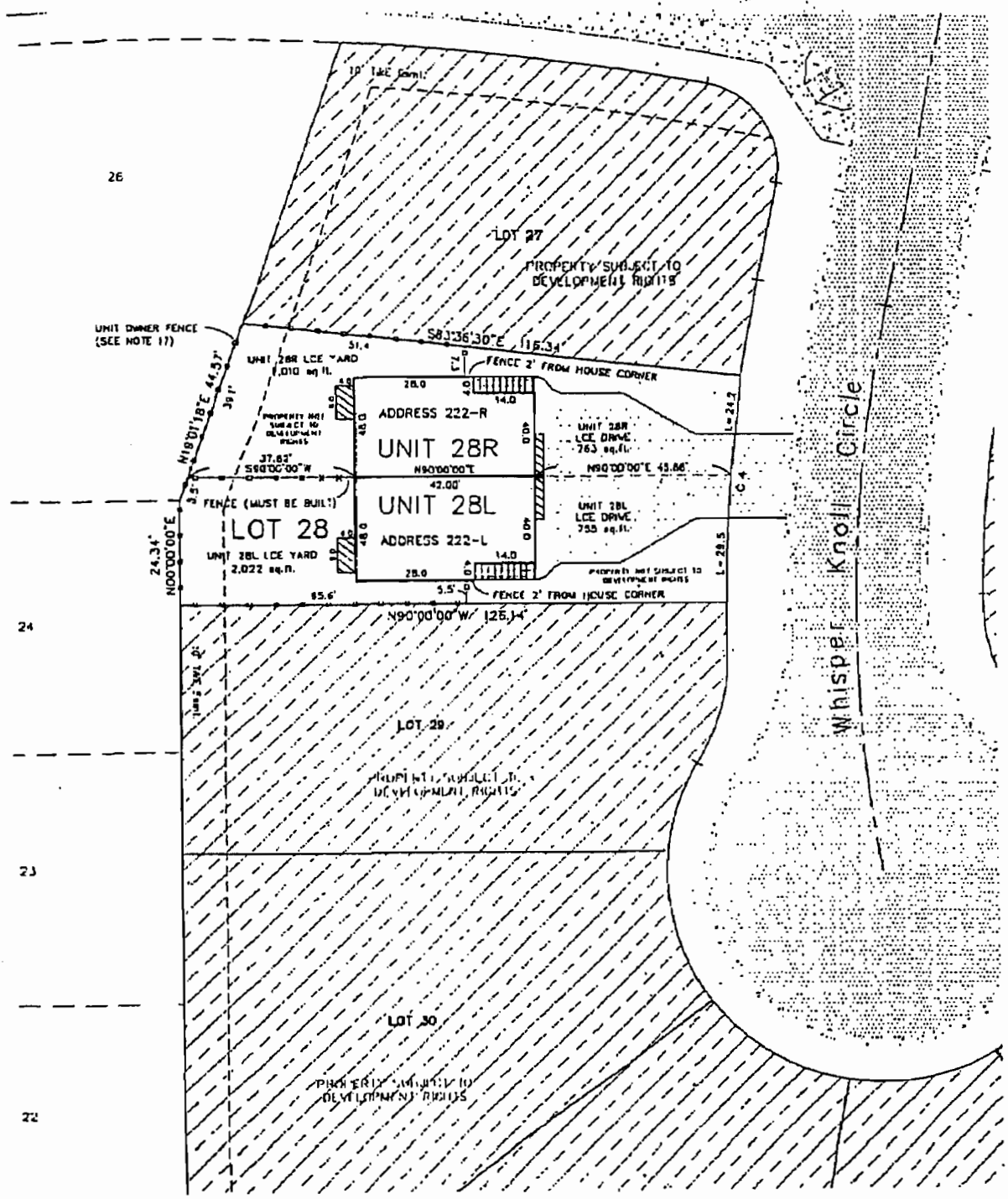
2005-057694-0



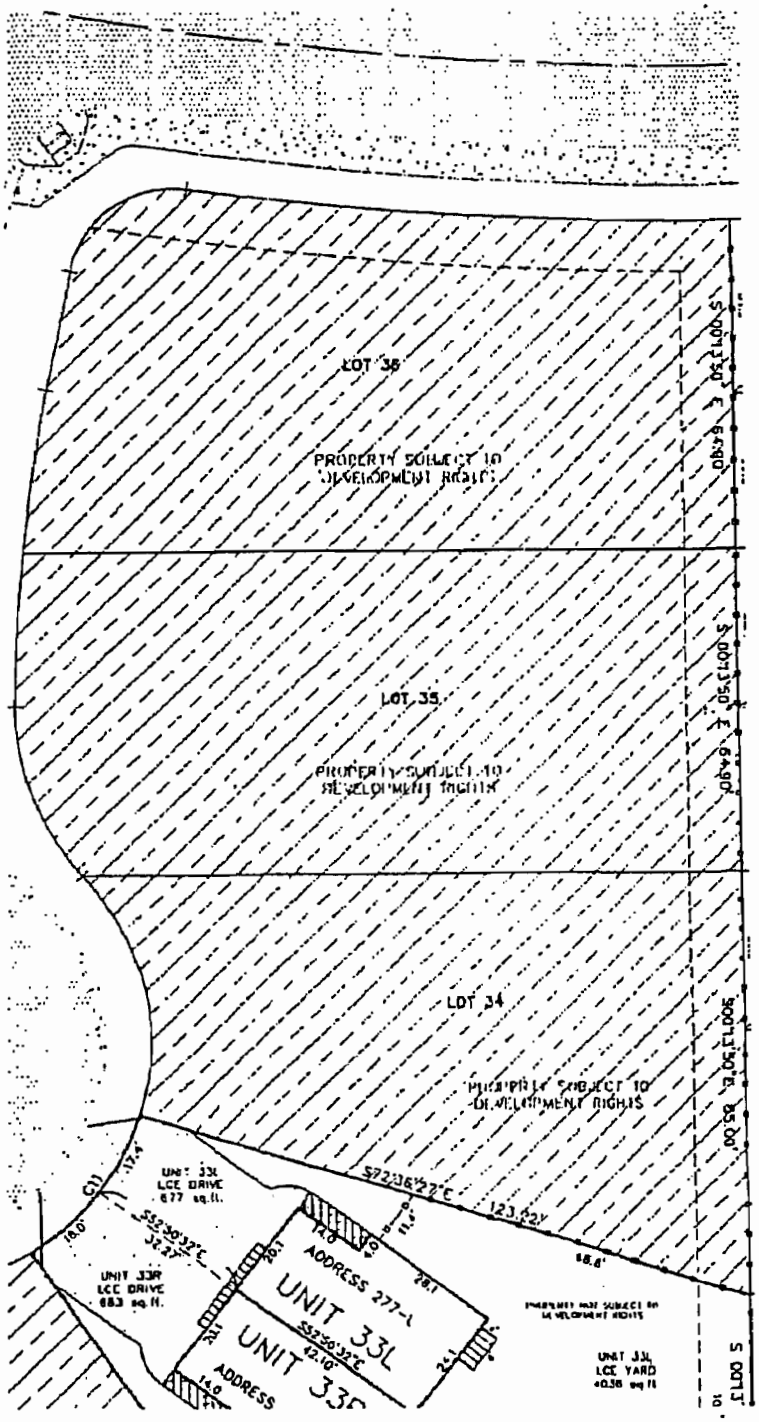
2005-057694-0
28 of 36


UNITS 28L, 2
LAYTECH
25
24
23
22
10' T&E Esmt.
LOT 27
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
UNIT OWNER FENCE (SEE NOTE 17)
UNIT 28R LCE YARD 1,010 sq.ft.
S89°36'30"E 118.34'
FENCE 2' FROM HOUSE CORNER
ADDRESS 222-R
UNIT 28R
UNIT 28R LCE DRIVE 763 sq.ft.
N90°00'00"E 45.86'
N19°01'18"E 44.57'
S90°00'00"W 37.82'
FENCE (MUST BE BUILT)
UNIT 28L
ADDRESS 222-L
LOT 28
UNIT 28L LCE YARD 2,022 sq.ft.
UNIT 28L LCE DRIVE 755 sq.ft.
N00°00'00"E 24.34'
N90°00'00"W 125.14'
LOT 29
LOT 30
Whisper Knoll

UNITS 28L, 28R, 33L



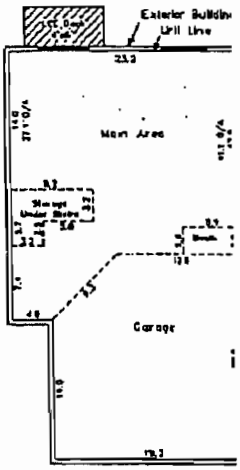
& 33R



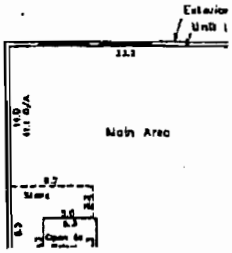
W

UNIT BUIL

Scale:

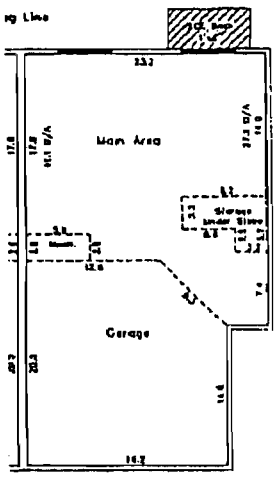


LONE



WHISPERWOOD HILL CONDOMINIUMS
PHASE 4
A COMMON INTEREST COMMUNITY

LDING PLANS
1"= 10'

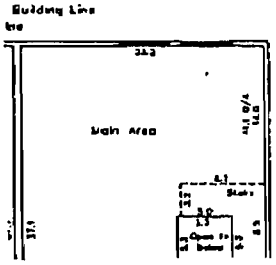


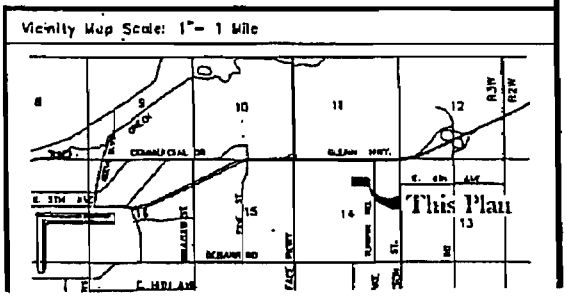
R LEVEL

LEGEND:

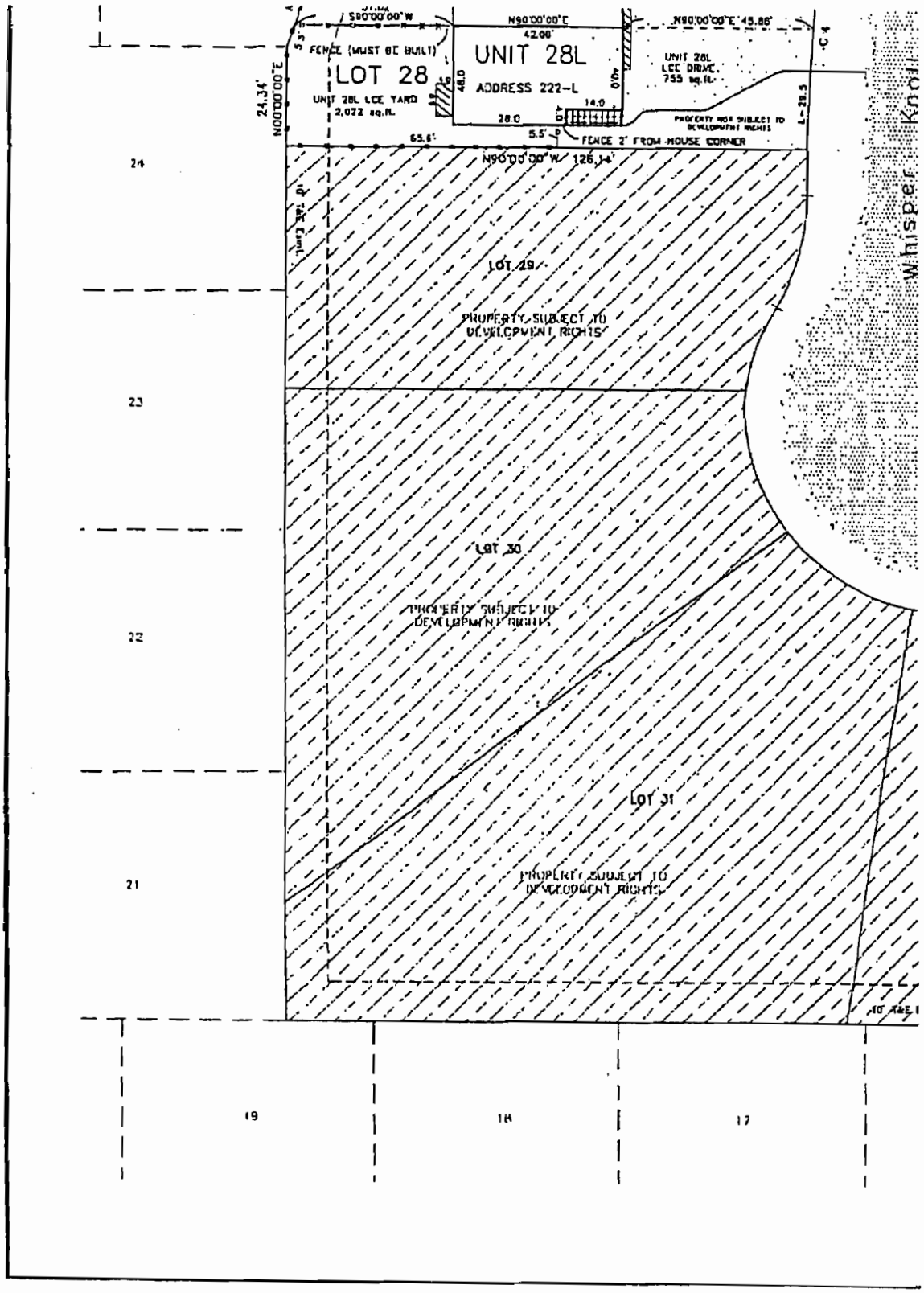
- Concrete
- Paved Drive (must be built)
- Overhang
- Deck
- Existing Paved Road
- Fence (must be built)
- Unit Owner Fence (see note 17)

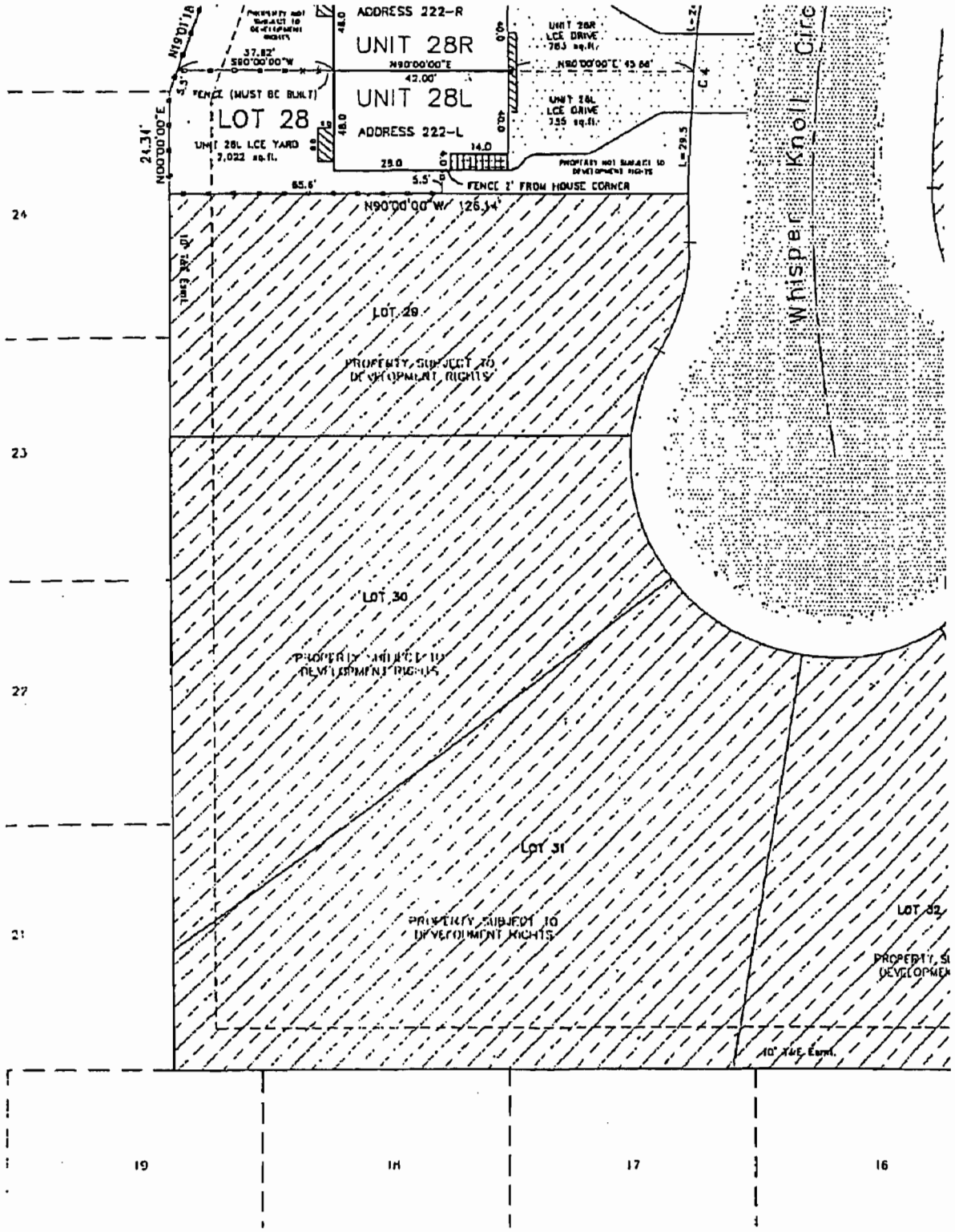
SHEET 3 OF 3

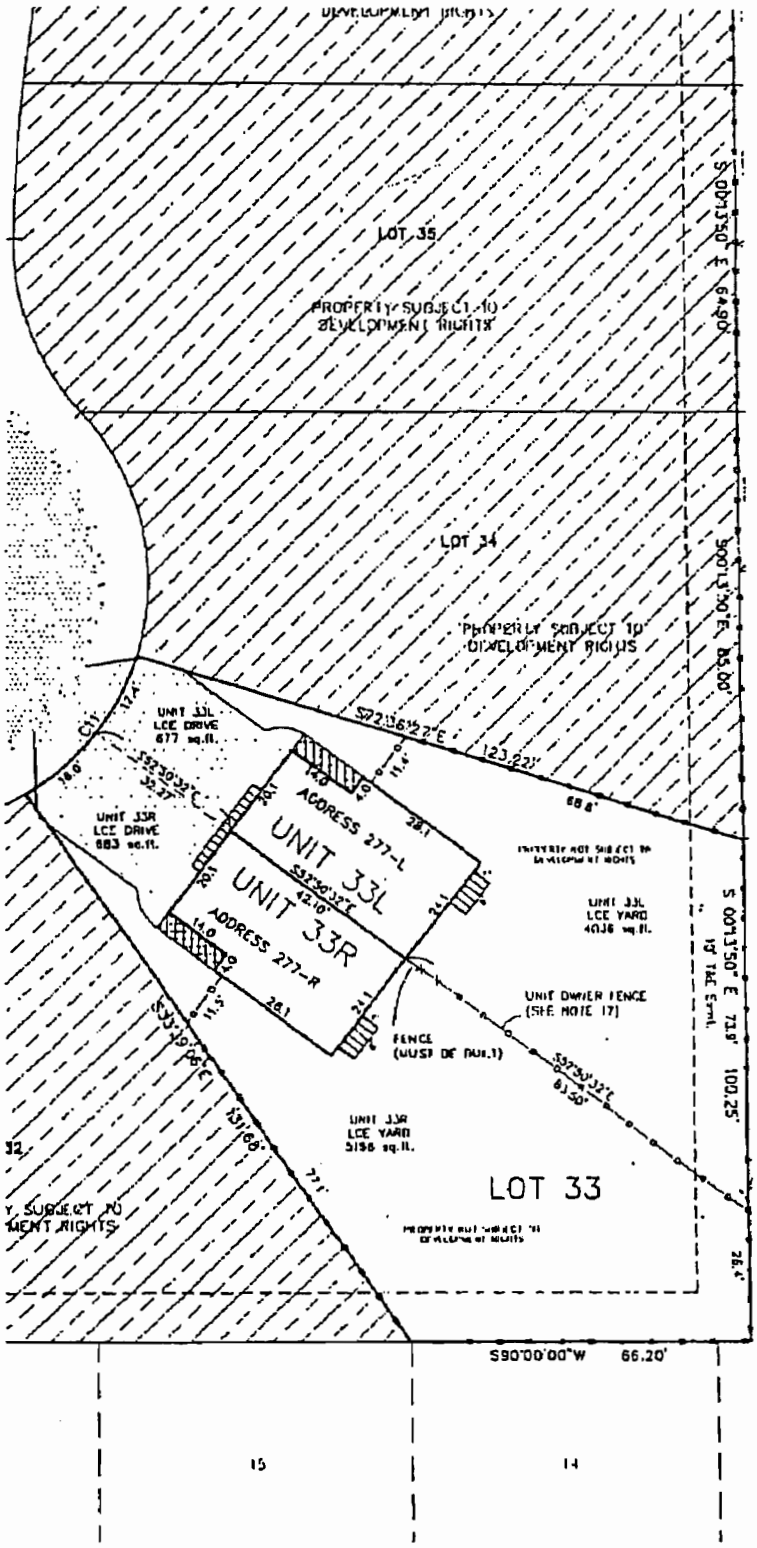


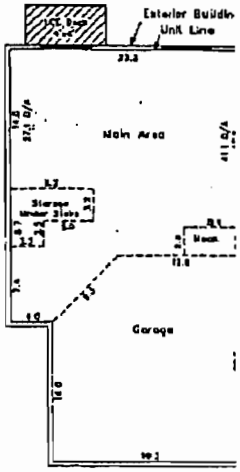


2005-057694-0

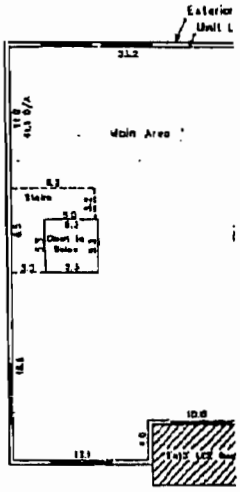

UNIT 28L
LOT 28
ADDRESS 222-L
UNIT 28L LCE YARD
2,022 sq.ft.
UNIT 28L LCE DRIVE
755 sq.ft.
FENCE (MUST BE BUILT)
FENCE 2' FROM HOUSE CORNER
N90°00'00"W 126.14'
N90°00'00"E 42.00'
N90°00'00"E 45.86'
S00°00'00"W
N00°00'00"E
24.34'
42.00'
48.0'
14.0'
28.0'
55.6'
5.5'
5.3'
L=28.5'
C4
LOT 29
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
LOT 30
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
LOT 31
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
Whisper Knoll
24
23
22
21
19
18
17


ADDRESS 222-R
UNIT 28R
UNIT 28L
ADDRESS 222-L
LOT 28
UNIT 28L LCE YARD
7,022 sq.ft.
UNIT 28R LCE DRIVE
783 sq.ft.
UNIT 28L LCE DRIVE
355 sq.ft.
FENCE (MUST BE BUILT)
FENCE 2' FROM HOUSE CORNER
N90°00'00"W 126.14'
Whisper Knoll Circ
LOT 29
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
LOT 30
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
LOT 31
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
LOT 32
10' TUE Easmt.
24
23
22
21
19
18
17
16





LOWE



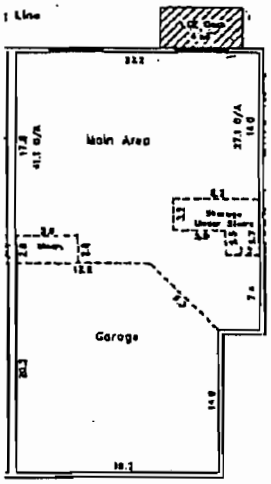
UPPE

UNIT INTERIOR AREA		
UNIT #	FIRST FLOOR S.F.	SEC FLOOR
ALL UNITS	524 sq.ft.	846

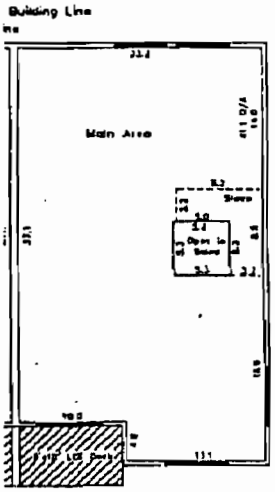
GRAPH

20 0 10 20

(IN
1 INCH



2 LEVEL



1 LEVEL

S PER BUILDING PLANS		
ND S.F.	TOTAL LIVING AREA	GARAGE S.F.
q. ft.	1370 sq.ft.	380 sq.ft.

C SCALE

40 80

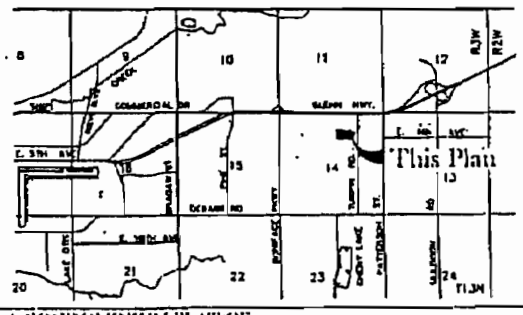
FEET)
= 20 FT.

LEGEND:

- Concrete
- Paved Drive (must be built)
- Overhang
- Deck
- Existing Paved Road
- Fence (must be built)
- Unit Owner Fence (see note 17)

SHEET 3 OF 3

Vicinity Map Scale: 1"= 1 Mile



A CONDOMINIUM PLAT OF:

WHISPERWOOD HILL CONDOMINIUMS

PHASE 4 ADDING UNITS

UNITS 1L, 1R, 33L, 33R, 42L & 42R

LOCATED ON:

LOTS 1, 3, 5, 37, 38, 39, 40, 41, 42 & 43, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOT 28 & 33, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT NO. 2004-122, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ANCHORAGE RECORDING DISTRICT, ALASKA.

lantech
LAND & CONSTRUCTION SURVEYORS • AUTOCAD PLANNERS ENGINEERS
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)

GRID: 1209	SCALE: 1"=20'	DATE: JULY 25/2005	WO# 2003112
DRAWN BY: CB			

ALASKA
2005-083197-0
Recording Dist: 301 - Anchorage
11/16/2005 2:28 PM Pages: 1 of 37

AMENDMENT NO. 4 TO DECLARATION

OF

WHISPERWOOD HILL CONDOMINIUMS

EXERCISING DEVELOPMENT RIGHTS

AFTER RECORDATION RETURN TO

James H. McCollum
Law Offices of James H. McCollum, LLC
510 L Street, Ste. 540
Anchorage, Alaska 99501

AMENDMENT NO. 4 TO

DECLARATION
OF
WHISPERWOOD HILL CONDOMINIUMS

EXERCISING DEVELOPMENT RIGHTS

Hultquist Homes, Inc., an Alaska corporation, with an office at 360 E. 100th Avenue, Anchorage, Alaska 99515, "Declarant" under that certain Declaration for Whisperwood Hill Condominiums, dated the 3rd day of March, 2005 and recorded on the 4th day of March, 2005, at Serial No. 2005-013803-0 and as set forth in Plat No. 2005-22 at Serial No. 2005-013802-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, and as amended by Amendment No. 1, recorded on the 9th day of May, 2005 at Serial Recording No. 2005-030590-0 in the Anchorage Recording District, Third Judicial District, State of Alaska and as amended by Amendment No. 2, recorded on the 27th day of July, 2005 at Serial Recording No. 2005-052226-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, and as amended by Amendment No. 3, recorded on the 15th day of August, 2005 at Serial Recording No. 2005-057694-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, ("Declaration") pursuant to Section 34.08.180 of the Alaska Uniform Common Interest Ownership Act, and pursuant to reservations of Development Rights reserved pursuant to Section 34.08.130(a)(8) of the Act and Article VII of the Declaration, does hereby amend the Declaration and does hereby declare:

ARTICLE I. Schedule A-1, Description of Common Interest Community, attached hereto is substituted for the current Schedule A-1 of the Declaration which is declared null and void.

ARTICLE II. Schedule A-2, Table of Interests, attached hereto, adding twelve (12) Units being Units 2L, 2R, 4L, 4R, 6L, 6R, 27L 27R, 35L, 35R, 36L and 36R, together with their appurtenant Limited Common Elements, on Lots 2, 4 and 6, Block 3, WHISPERWOOD SUBDIVISION-Phase 2, according to Plat No. 2004-138, and Lots 27, 36 and 36, Block 3 WHISPERWOOD SUBDIVISION-Phase 1, according to Plat 2004-122, Anchorage Recording District, as shown on Schedule A-3, and interests is substituted for the current Schedule A-2 of the Declaration which is declared null and void.

ARTICLE III. Schedule A-3, the Plat attached hereto and filed under Plat No. 2005-161, supplements the current Schedule A-3 of the Declaration as filed under Plat No. 2005-104, Anchorage Recording District, Third Judicial District, State of Alaska, by reflecting the addition of Units and Limited Common Elements on that portion of the Property shown on the Plat as "Property Not Subject to Development Rights".

APPROVAL OF LENDER

The undersigned is the beneficiary under the following Deeds of Trust:

1. Construction Deed of Trust dated January 6, 2005 and recorded on the 14th day of January, 2005, Serial No. 2005-002893-0, in the Anchorage Recording District, Third Judicial District, State of Alaska; and

2. Deed of Trust dated January 7, 2005 and recorded on the 14th day of January, 2005, Serial No. 2005-002894-0, in the Anchorage Recording District, Third Judicial District, State of Alaska.

The undersigned beneficiary approves Amendment No. 4 herein, to the Declaration of Whisperwood Hill Condominiums ("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: 11/14, 2005.

KEY BANK NATIONAL ASSOCIATION

By: Kathleen Herdlein

Kathleen Herdlein
Vice President

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

THIS IS TO CERTIFY that on this 14th day of November, 2005, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **KATHLEEN HERDLEIN**, to me known and known to me to be the Vice President of **KEY BANK NATIONAL ASSOCIATION** and known to me to be the person who signed the foregoing instrument, on behalf of said corporation.

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

MARTHANNE L. NORTHUP
Commission Expires
NOTARY
PUBLIC
JUNE 16, 2006
STATE OF WASHINGTON

Marthanne Northup

Notary Public in and for State of Washington.
My Commission Expires: 6-16-2006

DESCRIPTION OF COMMON INTEREST COMMUNITY
SCHEDULE A-1

DESCRIPTION OF COMMON INTEREST COMMUNITY

PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS

Lots 27, 28, 33, 35 and 36 Block 3, 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; and

Lots 1 through 6 and 37 through 43, Block 3, WHISPERWOOD SUBDIVISION, Phase 2, according to the official plat thereof, filed under Plat No. 2004-138, records of the Anchorage Recording District, Third Judicial District, State of Alaska;

and as shown on the Plat as "Property Not Subject To Development Rights."

PROPERTY SUBJECT TO DEVELOPMENT RIGHTS

Lots 29 through 32 and Lot 34, Block 3, 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; and

Lot 44, Block 3, WHISPERWOOD SUBDIVISION- Phase 2, according to the official plat thereof, filed under Plat No. 2004-138, records of the Anchorage Recording District, Third Judicial District, State of Alaska;

and shown on the Plat as "Property Subject To Development Rights."

EASEMENTS AFFECTING THE COMMON INTEREST COMMUNITY

SUBJECT TO

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

2. Rights of way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or

telephone distribution line or system by instrument recorded August 2, 1952, Book 78, Page 56. (Blanket Easement).

3. Easement for Sewer lines and appurtenances thereto granted to the GREATER ANCHORAGE AREA BOROUGH, recorded January 19, 1970, Misc. Book 184, Page 41. (Affects: the South 10 feet).

4. Right of Way Easement, including terms and provisions thereof, granted to the CITY OF ANCHORAGE, and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded June 17, 1971, Misc. Book 203, Page 167. (Affects a northerly portion).

5. Storm Drain Easement and appurtenances thereto granted to the CITY OF ANCHORAGE, recorded May 20, 1982, Book 732, Page 783. (Affects a southerly portion).

6. Public Use Easement and appurtenances thereto granted to the CITY OF ANCHORAGE, recorded August 2, 1982, Book 760, Page 809 (Affects a southerly portion).

7. Conditions and provisions as contained in NOTES as shown on the Plat of said subdivision.

8. Slope Easements, as dedicated and reserved on the Plat of said subdivision.

9. Easements as shown on the Plat of said subdivision.

10. Notice of Subdivision Agreement including terms and provisions therof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded March 16, 2004 Instrument No. 2004-017078-0.
NOTE: The above Subdivision Agreement does not create a lien on the subject property.

11. Notice of Subdivision Agreement including terms and provisions therof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded April 5, 2004 Instrument No. 2004-022877-0.
NOTE: The above Subdivision Agreement does not create a lien on the subject property.

12. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded August 2, 2004, Instrument No. 2004-056939. (See instrument for areas affected).

SCHEDULE A-2

TABLE OF INTERESTS

Unit No.	Street Address	Percentage Share of Common Elements	Percentage Share of Common Expenses	Vote in the Affairs of the Association	Limited Common Element - Deck (D) Driveway (DW)
1L	221-L Whisper Knoll Circle	2.777%	2.777%	1	DW-1L/D-1L
1R	221-R Whisper Knoll Circle	2.777%	2.777%	1	DW-1R/D-1R
2L	6602-L Whisperwood Park Drive	2.777%	2.777%	1	DW-2L/D-2L
2R	6602-R Whisperwood Park Drive	2.777%	2.777%	1	DW-2R/D-2R
3L	6614-L Whisperwood Park Drive	2.777%	2.777%	1	DW-3L/D-3L
3R	6614-R Whisperwood Park Drive	2.777%	2.777%	1	DW-3R/D-3R
4L	6695-L Whispering Loop	2.777%	2.777%	1	DW-4L/D-4L
4R	6695-R Whispering Loop	2.777%	2.777%	1	DW-4R/D-4R
5L	6683-L Whispering Loop	2.777%	2.777%	1	DW-5L/D-5L
5R	6683-R Whispering Loop	2.777%	2.777%	1	DW-5R/D-5R
6L	6671-L Whispering Loop	2.777%	2.777%	1	DW-6L/D-6L
6R	6671-R Whispering Loop	2.777%	2.777%	1	DW-6R/D-6R

Unit No.	Street Address	Percentage Share of Common Elements	Percentage Share of Common Expenses	Vote in the Affairs of the Association	Limited Common Element - Deck (D) Driveway (DW)
27L	200-L Whisper Knoll Circle	2.777%	2.777%	1	DW-27L/D-27L
27R	200-R Whisper Knoll Circle	2.777%	2.777%	1	DW-27R/D-27R
28L	222-L Whisper Knoll Circle	2.777%	2.777%	1	DW-28L/D-28L
28R	222-R Whisper Knoll Circle	2.777%	2.777%	1	DW-28R/D-28R
33L	277-L Whisper Knoll Circle	2.777%	2.777%	1	DW-33L/D-33L
33R	277-R Whisper Knoll Circle	2.777%	2.777%	1	DW-33R/D-33R
35L	233-L Whisper Knoll Circle	2.777%	2.777%	1	DW-35L/D-35L
35R	233-R Whisper Knoll Circle	2.777%	2.777%	1	DW-35R/D-35R
36L	211-L Whisper Knoll Circle	2.777%	2.777%	1	DW-36L/D-36L
36R	211-R Whisper Knoll Circle	2.777%	2.777%	1	DW-36R/D-36R
37L	202-L Whisper Ridge Circle	2.777%	2.777%	1	DW-37L/D-37L
37R	202-R Whisper Ridge Circle	2.777%	2.777%	1	DW-37R/D-37R
38L	224-L Whisper Ridge Circle	2.777%	2.777%	1	DW-38L/D-38L
38R	224-R Whisper Ridge Circle	2.777%	2.777%	1	DW-38R/D-38R

Unit No.	Street Address	Percentage Share of Common Elements	Percentage Share of Common Expenses	Vote in the Affairs of the Association	Limited Common Element - Deck (D) Driveway (DW)
39L	246-L Whisper Ridge Circle	2.777%	2.777%	1	DW-39L/D-39L
39R	246-R Whisper Ridge Circle	2.777%	2.777%	1	DW-39R/D-39R
40L	268-L Whisper Ridge Circle	2.777%	2.777%	1	DW-40L/D-40L
40R	268-R Whisper Ridge Circle	2.777%	2.777%	1	DW-40R/D-40R
41L	290-L Whisper Ridge Circle	2.777%	2.777%	1	DW-41L/D-41L
41R	290-R Whisper Ridge Circle	2.777%	2.777%	1	DW-41R/D-41R
42L	281-L Whisper Ridge Circle	2.777%	2.777%	1	DW-42L/D-42L
42R	281-R Whisper Ridge Circle	2.777%	2.777%	1	DW-42R/D-42R
43L	259-L Whisper Ridge Circle	2.777%	2.777%	1	DW-43L D-43L
43R	259-R Whisper Ridge Circle	2.777%	2.777%	1	DW-43R/D-43R
TOTAL		**100.000%**	**100.000%**	**36**	

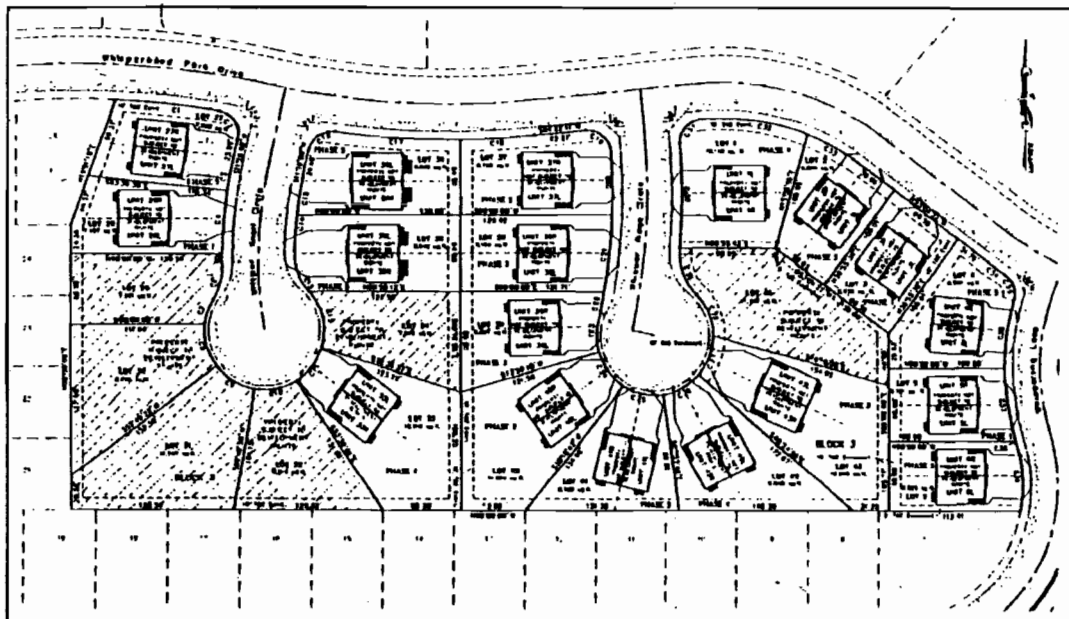
2005-083197-0
9 of 37

PLAT AND PLANS

(Declaration Schedule A-3)

2005-161

2005-083196-0



WHISPERWOOD HILL CONDOMINIUMS
PHASE 5

SHEET 1 OF 3

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	47.12'	30.00'	90°00'00"	S45°00'00"E	42.43'
C2	47.12'	30.00'	90°00'00"	S45°00'00"W	42.43'
C3	47.12'	30.00'	90°00'00"	N45°00'00"W	42.43'
C4	47.12'	30.00'	90°00'00"	N45°00'00"E	42.43'
C5	23.56'	15.00'	90°00'00"	S45°00'00"E	21.21'
C6	23.56'	15.00'	90°00'00"	S45°00'00"W	21.21'
C7	23.56'	15.00'	90°00'00"	N45°00'00"W	21.21'
C8	23.56'	15.00'	90°00'00"	N45°00'00"E	21.21'
C9	31.42'	20.00'	90°00'00"	S45°00'00"E	28.28'
C10	31.42'	20.00'	90°00'00"	S45°00'00"W	28.28'
C11	31.42'	20.00'	90°00'00"	N45°00'00"W	28.28'
C12	31.42'	20.00'	90°00'00"	N45°00'00"E	28.28'
C13	15.71'	10.00'	90°00'00"	S45°00'00"E	14.14'
C14	15.71'	10.00'	90°00'00"	S45°00'00"W	14.14'
C15	15.71'	10.00'	90°00'00"	N45°00'00"W	14.14'
C16	15.71'	10.00'	90°00'00"	N45°00'00"E	14.14'
C17	39.27'	25.00'	90°00'00"	S45°00'00"E	35.36'
C18	39.27'	25.00'	90°00'00"	S45°00'00"W	35.36'
C19	39.27'	25.00'	90°00'00"	N45°00'00"W	35.36'
C20	39.27'	25.00'	90°00'00"	N45°00'00"E	35.36'
C21	7.85'	5.00'	90°00'00"	S45°00'00"E	7.07'
C22	7.85'	5.00'	90°00'00"	S45°00'00"W	7.07'
C23	7.85'	5.00'	90°00'00"	N45°00'00"W	7.07'
C24	7.85'	5.00'	90°00'00"	N45°00'00"E	7.07'
C25	47.12'	30.00'	90°00'00"	S45°00'00"E	42.43'
C26	47.12'	30.00'	90°00'00"	S45°00'00"W	42.43'
C27	47.12'	30.00'	90°00'00"	N45°00'00"W	42.43'
C28	47.12'	30.00'	90°00'00"	N45°00'00"E	42.43'
C29	23.56'	15.00'	90°00'00"	S45°00'00"E	21.21'
C30	23.56'	15.00'	90°00'00"	S45°00'00"W	21.21'
C31	23.56'	15.00'	90°00'00"	N45°00'00"W	21.21'
C32	23.56'	15.00'	90°00'00"	N45°00'00"E	21.21'
C33	31.42'	20.00'	90°00'00"	S45°00'00"E	28.28'
C34	31.42'	20.00'	90°00'00"	S45°00'00"W	28.28'
C35	31.42'	20.00'	90°00'00"	N45°00'00"W	28.28'
C36	31.42'	20.00'	90°00'00"	N45°00'00"E	28.28'
C37	15.71'	10.00'	90°00'00"	S45°00'00"E	14.14'
C38	15.71'	10.00'	90°00'00"	S45°00'00"W	14.14'
C39	15.71'	10.00'	90°00'00"	N45°00'00"W	14.14'
C40	15.71'	10.00'	90°00'00"	N45°00'00"E	14.14'
C41	39.27'	25.00'	90°00'00"	S45°00'00"E	35.36'
C42	39.27'	25.00'	90°00'00"	S45°00'00"W	35.36'
C43	39.27'	25.00'	90°00'00"	N45°00'00"W	35.36'
C44	39.27'	25.00'	90°00'00"	N45°00'00"E	35.36'
C45	7.85'	5.00'	90°00'00"	S45°00'00"E	7.07'
C46	7.85'	5.00'	90°00'00"	S45°00'00"W	7.07'
C47	7.85'	5.00'	90°00'00"	N45°00'00"W	7.07'
C48	7.85'	5.00'	90°00'00"	N45°00'00"E	7.07'

UNFINISHED UPPER SURFACES OF FLOORS TO UNFINISHED LOWER SURFACES OF CEILING BEARING STRUCTURE UNITS

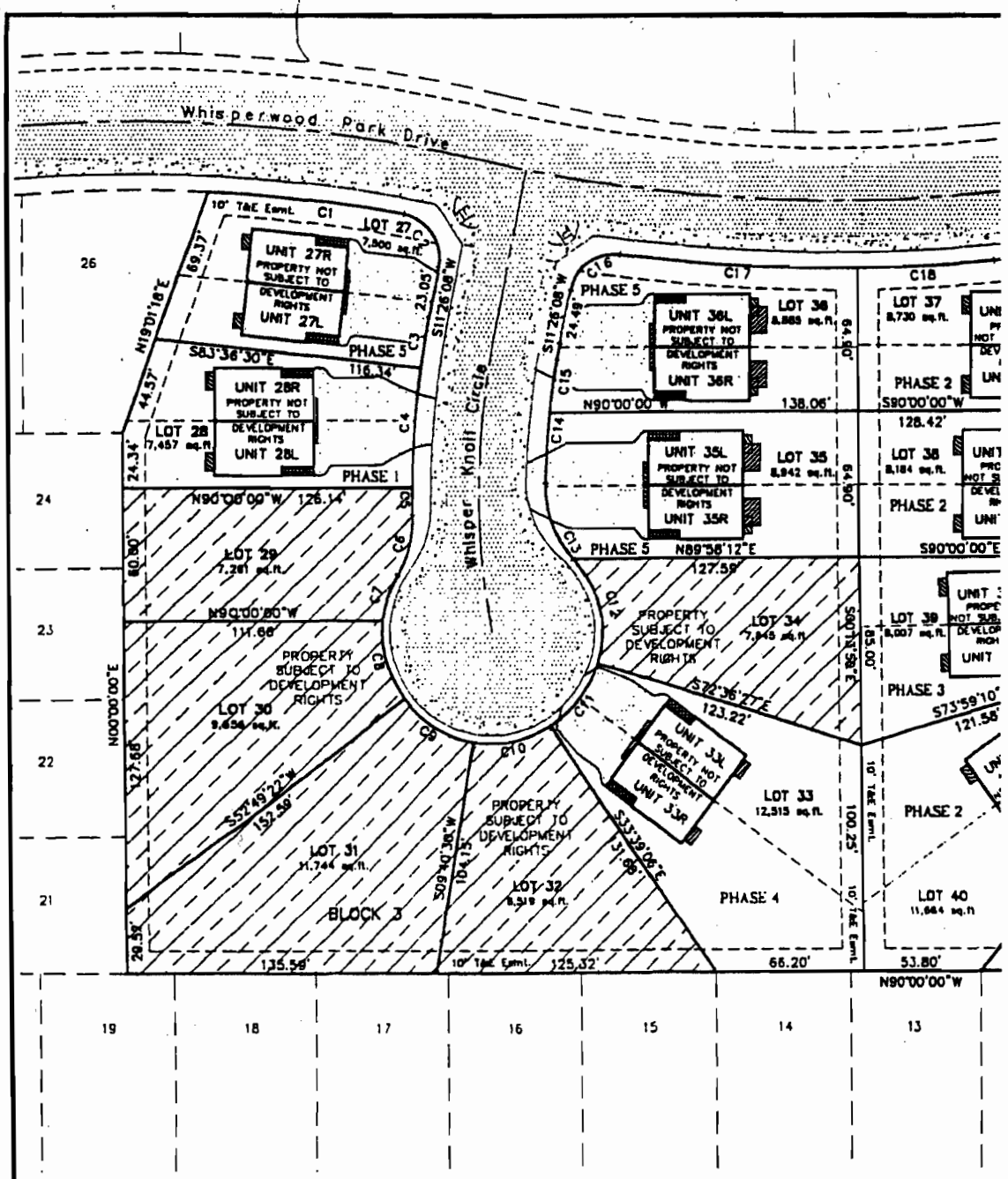
NOT TO SCALE

PHASE 1 DEC 9 2004 LOTS 3, 5 & 29
PHASE 2 FEB 14 2005 LOTS 27, 28 & 40
PHASE 3 JULY 8 2005 LOTS 30, 31 & 42
PHASE 4 JULY 25 2005 LOTS 1, 33 & 34
PHASE 5 OCT 20 2005 LOTS 2, 4, 6, 27, 39 & 39

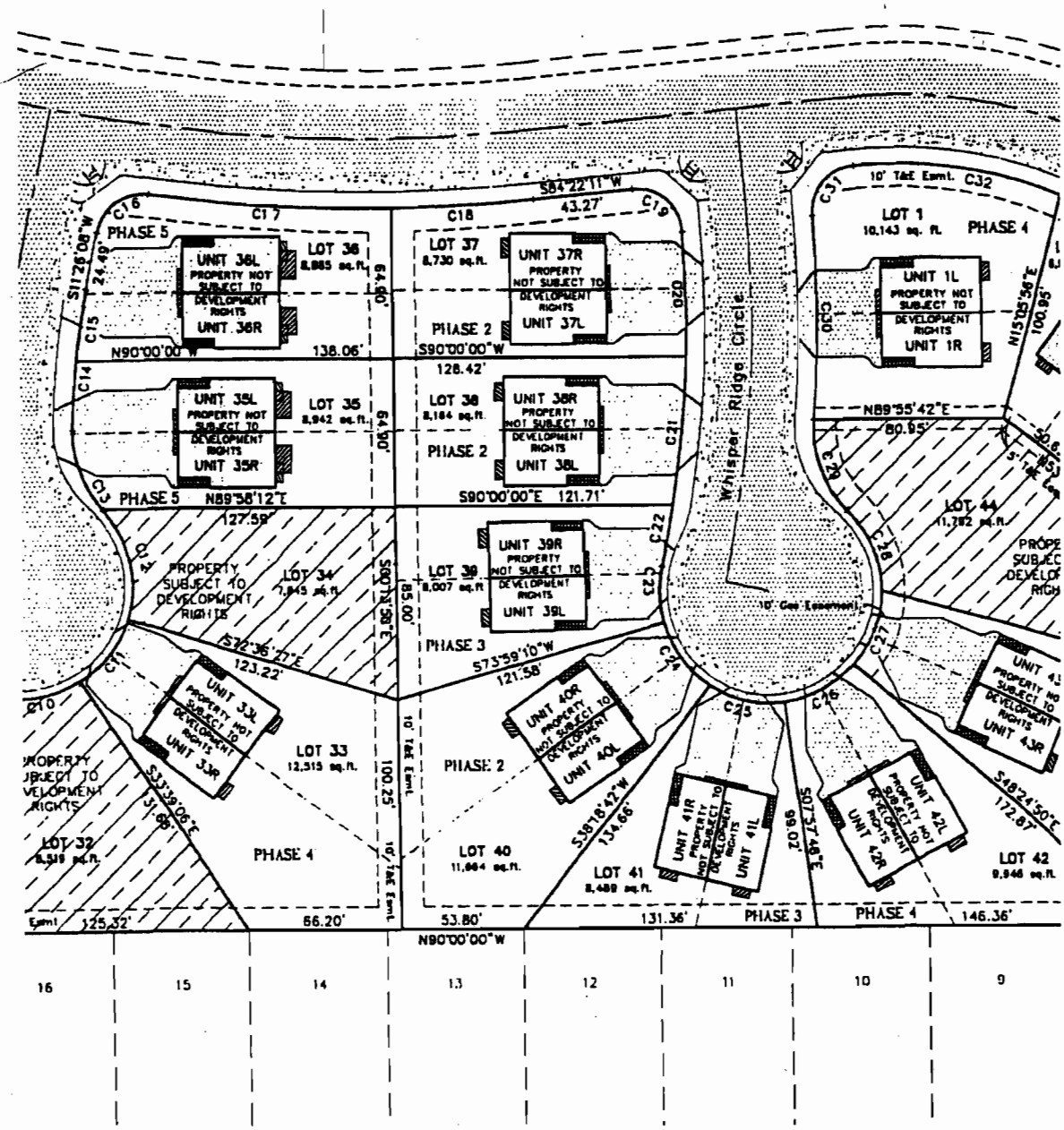
SPERWOOD HILL CONDOMINIUMS
SE 5 ADDING UNITS

Lantech
LAND & CONSTRUCTION SURVEYORS
PLANNERS
ENGINEERS

2005-083197-0
11 of 37

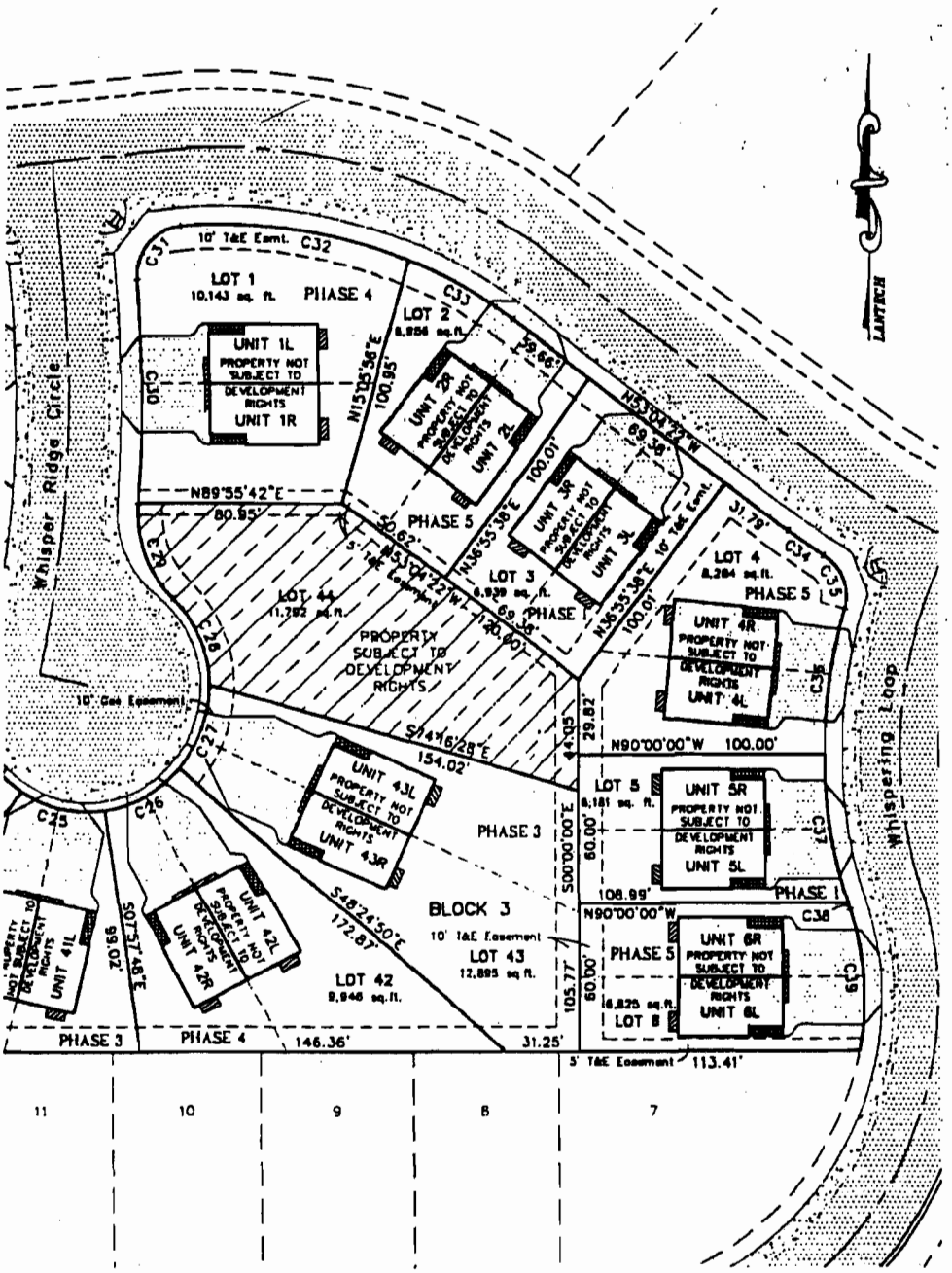


CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C1	85.98	870.00	7°21'10"	N83°37'09"W	85.92
C2	31.90	20.00	91°22'43"	N34°19'13"W	28.62
C3	23.07	400.00	3°18'18"	S09°47'00"W	23.07
C4	53.71	400.00	7°41'38"	S04°17'02"W	53.67
C5	11.71	400.00	1°40'38"	S00°24'07"E	11.71
C6	28.88	50.00	32°31'38"	N15°11'21"E	28.28
C7	22.36	50.00	25°37'34"	S18°48'22"W	22.18
C8	37.73	50.00	43°13'54"	S15°37'22"E	36.84
C9	37.71	50.00	43°13'43"	S58°50'41"E	36.82
C10	36.32	50.00	41°37'39"	N78°44'13"E	35.53



DIRECTION	CHORD
N83°37'09"W	88.92
N34°18'13"W	28.62
N08°47'00"W	23.07
N04°17'02"W	53.67
S00°24'07"E	11.71
N15°11'21"E	28.28

LEGEND:



CERTIFICATE OF CO

SECTION 34.08.090 OF
DECLARATION FOR A CO
PART OF THE DECLARA
CERTIFICATE OF COMPLI
STRUCTURAL COMPONEN
COMPRISING A UNIT OF
ACCORDANCE WITH THE

I DO HEREBY CERTIFY
ARE SUBSTANTIALLY IN

MICHAEL L. JOKELA, PL
LANTECH INC.
440 WEST BENSON #20
ANCHORAGE, ALASKA 9

NOTARY ACKNOWLI

SUBSCRIBED AND SWOR

FOR: MICHAEL L. JOKE

May 17, 20

MY COMMISSION EXPIR

SURVEYOR'S CERTI

SECTION 34.08.170 OF
CERTIFICATION BE MAD
AS SET FORTH IN SEC

I DO HEREBY CERTIFY
THE UNITS ACCURATEL
INFORMATION REQUIRE
AND PLANS FILED HER
DIMENSIONS DEPICTED
CONSTRUCTION DRAWI

MICHAEL L. JOKELA, PL
LANTECH INC.
440 WEST BENSON #20
ANCHORAGE, ALASKA 9

OWNERS CERTIFICA

THE UNDERSIGNED, DO
3, WHISPERWOOD SUBD
UNDER PLAT NO. 2004
JUDICIAL DISTRICT, STA
SUBDIVISION--PHASE 2
2004-138, RECORDS O
STATE OF ALASKA. U
SECTION 14, TOWNSHIP
ANCHORAGE RECORDIN

THE UNDERSIGNED AS
HILL, RECORDED ON T
AND AS SET FORTH IN
JUDICIAL DISTRICT, STA
ON THE 9TH DAY OF
ANCHORAGE RECORDIN
AMENDED BY AMENDM
RECORDING NO. 2005-
JUDICIAL DISTRICT STA
ON THE 15TH DAY OF
ANCHORAGE RECORDIN
TO SECTION 34.08.100
FILE THIS PLAT AND F
ELEMENTS AS SHOWN

STATE OF ALASKA

2005-083197-0

WHISPERWOOD HILL CONDOMINIUMS

PHASE 5

A COMMON INTEREST COMMUNITY

COMPLETION

I OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT PROVIDES THAT A A CONDOMINIUM MAY NOT BE RECORDED AND A PLAT OR PLAN THAT IS ARATION FOR A CONDOMINIUM MAY NOT BE FILED UNLESS A MPLETION IS RECORDED WITH THE DECLARATION AS EVIDENCE THAT THE ONENTS AND MECHANICAL SYSTEMS OF EACH BUILDING CONTAINING OR T OF THE CONDOMINIUM ARE COMPLETED SUBSTANTIALLY IN THE PLAT AND PLANS.

IFY THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS Y IN ACCORDANCE WITH THE PLANS.

PLS

200
KA 99503

OWLEDGMENT

SWORN TO BEFORE ME THIS 9th DAY OF November 2005.

JOKELA

2009
XPIRES

NOTARY PUBLIC

TIMOTHY L. CROSSEY NOTARY PUBLIC State of Alaska

ERTIFICATE

) OF THE COMMON INTEREST OWNERSHIP ACT REQUIRES THAT A MADE WHICH STATES THAT PLAT AND PLAN CONTAINS THE INFORMATION SECTION 34.08.170.

IFY THAT THIS PLAT AND PLANS ARE A TRUE AND CORRECT LAYOUT OF ATELY SURVEYED TO DEPICT AN AS-BUILT SURVEY AND THAT THE URED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THE PLAT HEREWITH. THE VERTICAL AND HORIZONTAL BOUNDARIES AND TED ON THE PLANS ARE REPRODUCED DIRECTLY FROM ACTUAL AWINGS AND ACCORDINGLY ARE NOT INCLUDED IN THIS CERTIFICATION.

PLS

200
KA 99503

ICATE

DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOTS 27-36, BLOCK UBDIVISION-PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED 2004-122, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD STATE OF ALASKA; AND LOTS 1-6 AND 37-44 BLOCK 3, WHISPERWOOD E 2 ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NO. 25 OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA, RDING DISTRICT.

AS DECLARANT UNDER THAT CERTAIN DECLARATION FOR WHISPERWOOD N THE 4TH DAY OF MARCH, 2005, UNDER SERIAL NO. 2005-013803-0 H IN PLAT NO. 2005-22 IN THE ANCHORAGE RECORDING DISTRICT, THIRD STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 1, RECORDED OF MAY, 2005 AT SERIAL RECORDING NO. 2005-030590-0 IN THE RDING DISTRICT, THIRD JUDICIAL DISTRICT STATE OF ALASKA, AND AS DMENT NO. 2, RECORDED ON THE 27TH DAY OF JULY, 2005 AT SERIAL 05-052226-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 3, RECORDED OF AUGUST, 2005 AT SERIAL RECORDING NO. 2005-057894-0 IN THE RDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, PURSUANT .100 OF THE ALASKA COMMON INTEREST OWNERSHIP ACT DOES HEREBY D PLANS TO REFLECT THE CREATION OF THE UNITS AND COMMON N HEREIN.

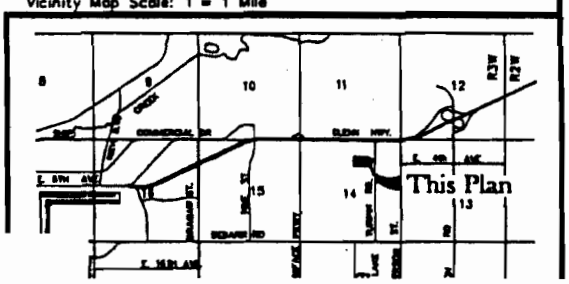
NOTES:

1) ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND DECIMAL PORTIONS OF FEET.
2) ALL BUILDING TIES ARE AT 90° TO THE PROPERTY LINES UNLESS OTHERWISE NOTED.
3) ELEVATION DATUM FOR THE BUILDINGS IS GREATER ANCHORAGE AREA BOROUGH, POST QUAKE, U.S. GEODETIC SURVEY, MEAN SEA LEVEL OF 1972.
4) EACH UNIT IS DESIGNATED BY A NUMBER INDICATING THE DESIGNATION OF THE UNIT WITHIN THE PROJECT(i.e. UNIT 1R).
5) THIS PROJECT IS LOCATED ON LOTS 27-36 BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT 2004-122, AND LOTS 1-6 & 37-44, BLOCK 3, WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT 2004-138 WITHIN NW 1/4 OF NE 1/4, SEC. 14, T13N, R3W, S.M. ALASKA, ANCHORAGE RECORDING DISTRICT.
6) THE CONDOMINIUM DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE "COMMON INTEREST OWNERSHIP ACT", ALASKA STATUTE 34.08.
7) AREAS OUTSIDE OF UNIT BOUNDARIES AND LIMITED COMMON ELEMENTS, AS SPECIFIED IN THE DECLARATION, ARE COMMON ELEMENTS.
8) 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, SIGN, 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.
9) UNIT BOUNDARIES SHOWN ON THIS SHEET ARE ACTUAL UNIT BOUNDARIES DEFINITION OF UNIT IN ARTICLE IV
10) 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.
11) THE PARKING AREAS WITHIN THE ELEMENTS AREAS ARE TEMPORARY PARKING ONLY.
12) DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
13) AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 158,522 S.F. = 3.64 AC.
14) DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e.4'=4.00')
15) FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED MARCH 4TH, 2005, SERIAL 2005-013803-0, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
16) 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.
17) UNIT OWNERS MAY CONSTRUCT A LIMITED COMMON ELEMENT FENCE ENCLOSING THEIR YARD IN ACCORDANCE WITH SECTION 8.1(c) OF THE DECLARATION AT THE LOCATIONS SHOWN ON THE PLAT AS 'UNIT OWNER' FENCE LOCATION.
18) FENCE FOR UNITS 27R, 36L AND 37R SHALL BE FOUR(4) FEET IN HEIGHT WITHIN THE TEN FOOT SECONDARY FRONT YARD SETBACK ADJACENT TO WHISPERWOOD PARK DRIVE.

PHASE 1	DEC 9 2004	LOTS 3, 5 & 28
PHASE 2	FEB 14 2005	LOTS 37, 38 & 40
PHASE 3	JULY 2 2005	LOTS 39, 41 & 43
PHASE 4	JULY 25 2005	LOTS 1, 33 & 42
PHASE 5	OCT 20 2005	LOTS 2, 4, 6, 27, 35 & 36

SHEET 1 OF 3

Vicinity Map Scale: 1"= 1 Mile



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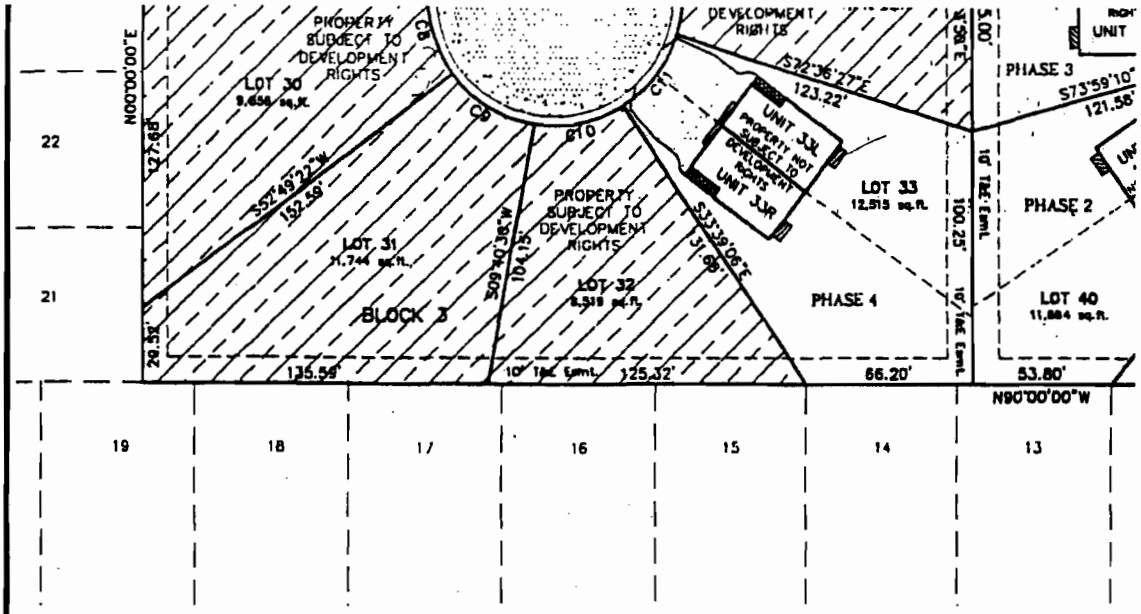
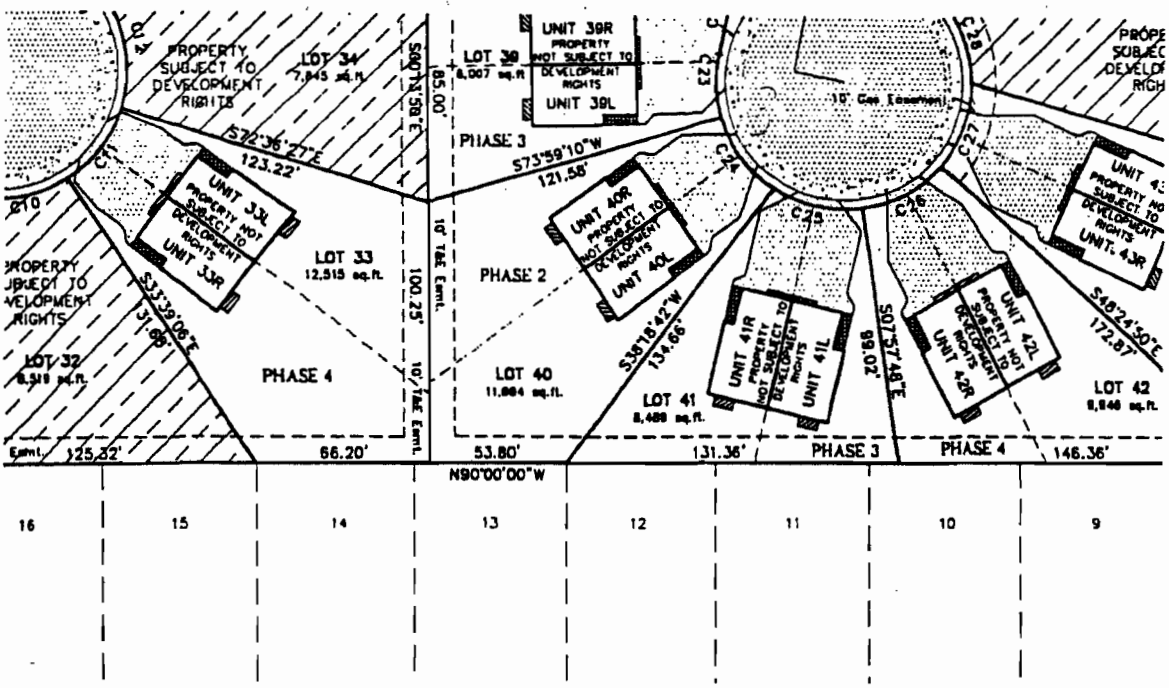


CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C1	85.98	670.00	7°21'10"	N83°37'09"W	85.92
C2	31.90	20.00	91°22'43"	N34°19'13"W	28.62
C3	23.07	400.00	3°18'18"	S08°47'00"W	23.07
C4	53.71	400.00	7°41'39"	S04°17'02"W	53.67
C5	11.71	400.00	1°40'39"	S00°24'07"E	11.71
C6	28.68	50.00	32°51'36"	N15°11'21"E	28.28
C7	22.36	50.00	25°37'34"	S18°48'22"W	22.18
C8	37.73	50.00	43°13'54"	S15°37'22"E	36.84
C9	37.71	50.00	43°12'43"	S58°50'41"E	36.82
C10	36.32	50.00	41°37'26"	N78°44'13"E	35.53
C11	35.42	50.00	40°35'34"	N37°37'41"E	34.69
C12	51.43	50.00	58°56'24"	N12°08'18"W	49.20
C13	37.04	50.00	42°26'40"	S20°23'10"E	36.20
C14	31.10	340.00	5°14'27"	S03°27'24"W	31.09
C15	31.80	340.00	5°21'31"	S08°45'23"W	31.79
C16	30.08	20.00	86°10'39"	S54°31'28"W	27.33
C17	108.14	730.00	8°19'51"	S86°33'08"E	108.05
C18	62.59	730.00	4°54'46"	N85°48'34"E	62.57
C19	31.81	20.00	91°08'25"	N50°03'37"W	28.56
C20	54.31	490.00	6°21'03"	N01°18'53"W	54.28
C21	65.27	490.00	7°37'54"	N05°40'38"E	65.22
C22	27.20	490.00	3°10'51"	N11°04'57"E	27.20
C23	25.03	50.00	28°41'13"	S01°40'14"E	24.77
C24	35.76	50.00	40°58'29"	S38°30'05"E	35.00
C25	35.76	50.00	40°58'29"	S77°28'33"E	35.00
C26	35.76	50.00	40°58'29"	N61°32'58"E	35.00
C27	35.76	50.00	40°58'29"	N20°34'29"E	35.00
C28	38.99	50.00	44°40'50"	N22°15'10"W	38.01
C29	42.94	50.00	49°12'24"	S18°58'23"E	41.63
C30	89.31	550.00	9°18'13"	N00°02'17"W	89.21
C31	31.20	20.00	89°22'02"	S38°38'37"W	28.13
C32	91.07	190.00	27°27'43"	N81°35'30"W	90.20
C33	49.04	190.00	14°47'17"	N60°28'00"W	48.90
C34	17.35	280.00	3°36'34"	S58°03'39"E	17.35
C35	25.48	20.00	72°59'10"	N20°33'21"W	23.79
C36	59.21	210.00	16°09'16"	S07°31'38"W	59.01
C37	60.88	210.00	16°36'40"	S08°31'22"E	60.67
C38	2.58	210.00	0°42'11"	S17°10'47"E	2.58
C39	58.22	120.00	27°47'59"	N03°37'53"W	57.65

LEGEN



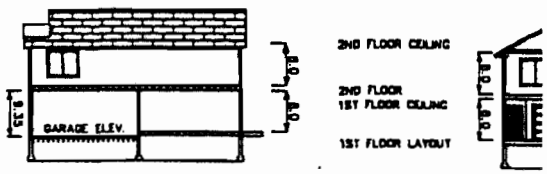
DIRECTION	CHORD
N83°37'09"W	85.92
N34°15'13"W	28.62
S09°47'00"W	23.07
S04°17'02"W	53.67
S00°24'07"E	11.71
N15°11'21"E	28.28
S18°48'22"W	22.18
S15°37'22"E	36.84
S58°50'41"E	36.82
N78°44'13"E	35.53
N37°37'41"E	34.69
N12°06'18"W	48.20
S20°23'10"E	36.20
S03°27'24"W	31.09
S08°45'23"W	31.79
S54°31'28"W	27.33
S88°33'08"E	106.05
N86°48'34"E	62.57
N50°03'37"W	28.56
N01°18'53"W	94.28
N05°40'36"E	85.22
N11°04'57"E	27.20
S01°40'14"E	24.77
S38°30'05"E	35.00
S77°28'33"E	35.00
N61°32'58"E	35.00
N20°34'29"E	35.00
N22°15'10"W	38.01
S18°58'23"E	41.63
N00°02'17"W	89.21
S39°58'37"W	28.13
N81°36'30"W	90.20
N60°28'00"W	48.90
S85°03'38"E	17.35
N20°33'21"W	23.79
S07°31'36"W	58.01
S08°31'22"E	60.67
S17°10'47"E	2.58
N03°37'53"W	57.65

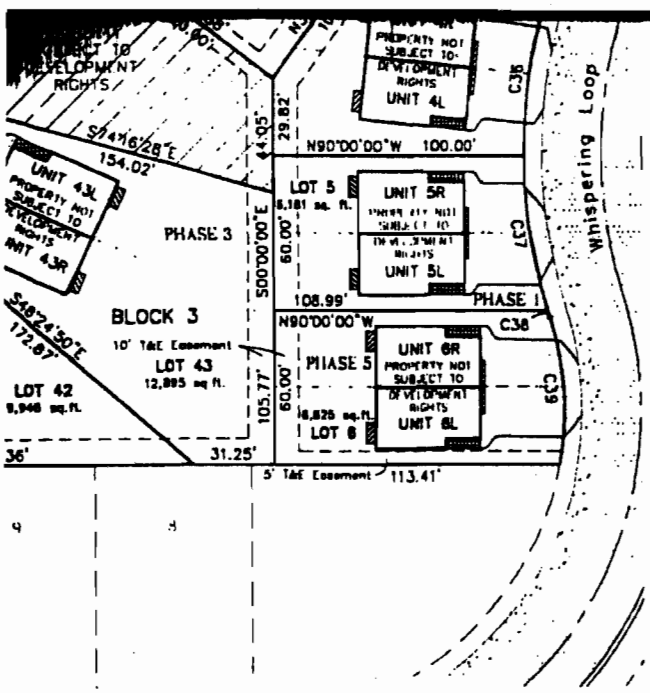
LEGEND:

- Concrete
- Paved Drive (must be built)
- Overhang
- Deck
- Existing Pavement

UNFINISHED UPPER SURFACES OF FLOO
LOWER SURFACES OF CEILING BEARING S

NOT TO SCALE





May 17, 2009
MY COMMISSION EXPIRES

NOTARY

SURVEYOR'S CERTIFICATE

SECTION 34.08.170 OF THE COMMON INTEREST OWNERS CERTIFICATION BE MADE WHICH STATES THAT PLAT AND AS SET FORTH IN SECTION 34.08.170.

I DO HEREBY CERTIFY THAT THIS PLAT AND PLANS ARE THE UNITS ACCURATELY SURVEYED TO DEPICT AN AS-I INFORMATION REQUIRED BY ALASKA STATUTE 34.08.170 AND PLANS FILED HEREWITH. THE VERTICAL AND HORI DIMENSIONS DEPICTED ON THE PLANS ARE REPRODUCEI CONSTRUCTION DRAWINGS AND ACCORDINGLY ARE NOT

MICHAEL L. JOKELA, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

OWNERS CERTIFICATE

THE UNDERSIGNED, DOES HEREBY CERTIFY THAT IT IS T J. WHISPERWOOD SUBDIVISION-PHASE 1, ACCORDING TO UNDER PLAT NO. 2004-122, RECORDS OF THE ANCHOR JUDICIAL DISTRICT, STATE OF ALASKA; AND LOTS 1-6 / SUBDIVISION-PHASE 2 ACCORDING TO THE OFFICIAL PLA 2004-138, RECORDS OF THE ANCHORAGE RECORDING D STATE OF ALASKA. LOCATED WITHIN THE NORTHWEST I SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEW ANCHORAGE RECORDING DISTRICT.

THE UNDERSIGNED AS DECLARANT UNDER THAT CERTAIN HILL, RECORDED ON THE 4TH DAY OF MARCH, 2005, UN AND AS SET FORTH IN PLAT NO. 2005-22 IN THE ANC JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDE ON THE 9TH DAY OF MAY, 2005 AT SERIAL RECORDIN ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DIST AMENDED BY AMENDMENT NO. 2, RECORDED ON THE 27 RECORDING NO. 2005-052226-0 IN THE ANCHORAGE R JUDICIAL DISTRICT STATE OF ALASKA, AND AS AMENDEI ON THE 15TH DAY OF AUGUST, 2005 AT SERIAL RECOR ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTR TO SECTION 34.08.100 OF THE ALASKA COMMON INTERE FILE THIS PLAT AND PLANS TO REFLECT THE CREATION ELEMENTS AS SHOWN HEREIN.

OWNER
HULTQUIST HOMES INC.
360 EAST 100TH AVENUE
ANCHORAGE, AK. 99515

STATE OF ALASKA
49TH
Michael L. Jokela
LS-7830
Registered Professional Land Surveyor

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15th
FOR:
September 12, 2006
MY COMMISSION EXPIRES

NOTARY

BENEFICIARY:

KEY BANK OF WASHINGTON
601 108TH AVENUE NE
BELLEVUE, WA 98004
KATHLEEN HERDLEIN
VICE PRESIDENT

AUTHORIZED SIGNER/
KATHLEEN
VICE PRES

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 14th
FOR: Washington State
6-16-2006
My commission expires

Notary Pu

MARTHANNE L. NORTHUP
NOTARY PUBLIC
STATE OF WASHINGTON
JUNE 16, 2006

FLOORS TO UNFINISHED
JNG STRUCTURE HEIGHTS

Timothy L Casey
NOTARY PUBLIC

TE

OMMON INTEREST OWNERSHIP ACT REQUIRES THAT A
PH STATES THAT PLAT AND PLAN CONTAINS THE INFORMATION
4.08.170.

THIS PLAT AND PLANS ARE A TRUE AND CORRECT LAYOUT OF
VEYED TO DEPICT AN AS-BUILT SURVEY AND THAT THE
LASKA STATUTE 34.08.170 IS PROVIDED FOR ON THE PLAT
THE VERTICAL AND HORIZONTAL BOUNDARIES AND
E PLANS ARE REPRODUCED DIRECTLY FROM ACTUAL
D ACCORDINGLY ARE NOT INCLUDED IN THIS CERTIFICATION.

EBY CERTIFY THAT IT IS THE OWNER OF LOTS 27-38, BLOCK
-PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED
RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD
ALASKA; AND LOTS 1-8 AND 37-44 BLOCK 3, WHISPERWOOD
DING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NO.
ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT,
) WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF
RTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA,
RICT.

RANT UNDER THAT CERTAIN DECLARATION FOR WHISPERWOOD
DAY OF MARCH, 2005, UNDER SERIAL NO. 2005-013803-0
NO. 2005-22 IN THE ANCHORAGE RECORDING DISTRICT, THIRD
ALASKA, AND AS AMENDED BY AMENDMENT NO. 1, RECORDED
005 AT SERIAL RECORDING NO. 2005-030580-0 IN THE
RICT, THIRD JUDICIAL DISTRICT STATE OF ALASKA, AND AS
1, 2, RECORDED ON THE 27TH DAY OF JULY, 2005 AT SERIAL
6-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD
ALASKA, AND AS AMENDED BY AMENDMENT NO 3, RECORDED
ST, 2005 AT SERIAL RECORDING NO. 2005-057894-0 IN THE
RICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, PURSUANT
HE ALASKA COMMON INTEREST OWNERSHIP ACT DOES HEREBY
TO REFLECT THE CREATION OF THE UNITS AND COMMON
.

IENT

BEFORE ME THIS 15th DAY OF November 2005.

2006 Sandra L Andrews
NOTARY PUBLIC

SANDRA L. ANDREWS NOTARY PUBLIC STATE OF ALASKA

AUTHORIZED SIGNER/POSITION
KATHLEEN S. HEEDLEIN
VICE PRESIDENT

ENT

BEFORE ME THIS 14th DAY OF November 2005.
State

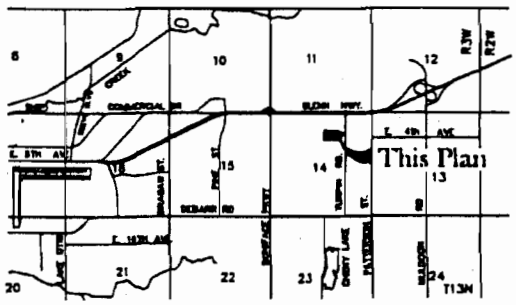
Matthanne Northrup
Notary Public

10) 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.
11) THE PARKING AREAS WITHIN THE ELEMENTS AREAS ARE TEMPORARY PARKING ONLY.
12) DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
13) AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 158,122 S.F. = 3.64 AC.
14) DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e.4'=4.00")
15) FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED MARCH 4TH, 2005, SERIAL 2005-013803-0, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
16) 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.
17) UNIT OWNERS MAY CONSTRUCT A LIMITED COMMON ELEMENT FENCE ENCLOSING THEIR YARD IN ACCORDANCE WITH SECTION 6.1(e) OF THE DECLARATION AT THE LOCATIONS SHOWN ON THE PLAT AS 'UNIT OWNER' FENCE LOCATION.
18) FENCE FOR UNITS 27R, 36L AND 37R SHALL BE FOUR(4) FEET IN HEIGHT WITHIN THE TEN FOOT SECONDARY FRONT YARD SETBACK ADJACENT TO WHISPERWOOD ~~BARD~~ DRIVE.
PAUL

PHASE 1 DEC 9 2004 LOTS 3, 5 & 28
PHASE 2 FEB 14 2005 LOTS 37, 38 & 40
PHASE 3 JULY 2 2005 LOTS 39, 41 & 43
PHASE 4 JULY 25 2005 LOTS 1, 33 & 42
PHASE 5 OCT 20 2005 LOTS 2, 4, 6, 27, 35 & 36

SHEET 1 OF 3

Vicinity Map Scale: 1"= 1 Mile



A CONDOMINIUM PLAT OF:

WHISPERWOOD HILL CONDOMINIUMS

PHASE 5 ADDING UNITS

UNITS 2L, 2R, 4L, 4R, 6L, 6R, 27L, 27R, 35L, 35R, 36L & 36R

LOCATED ON:

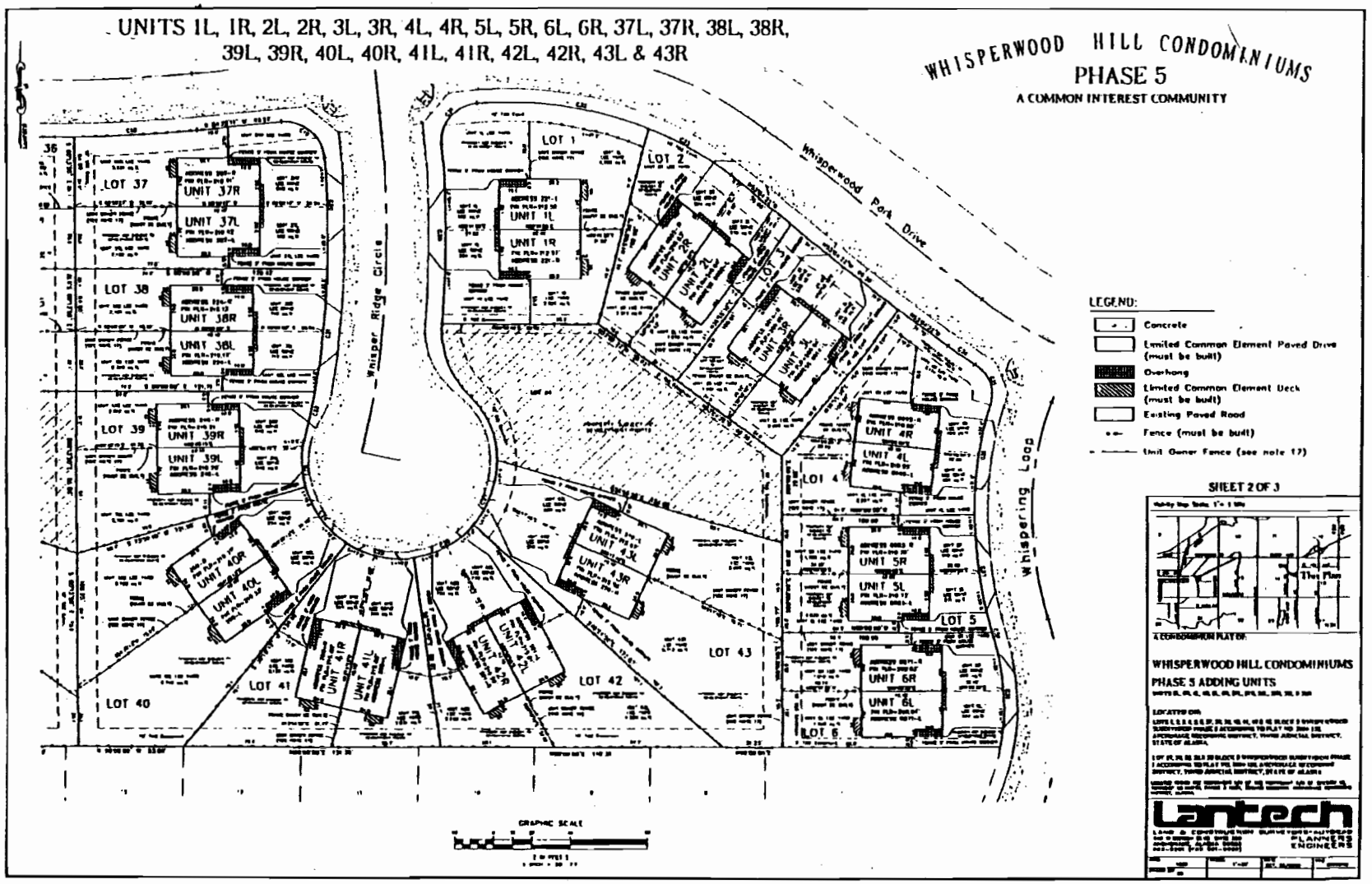
LOTS 1, 2, 3, 4, 5, 6, 37, 38, 39, 40, 41, 42 & 43, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOT 27, 28, 33, 35 & 36 BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT NO. 2004-122, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ANCHORAGE RECORDING DISTRICT, ALASKA.

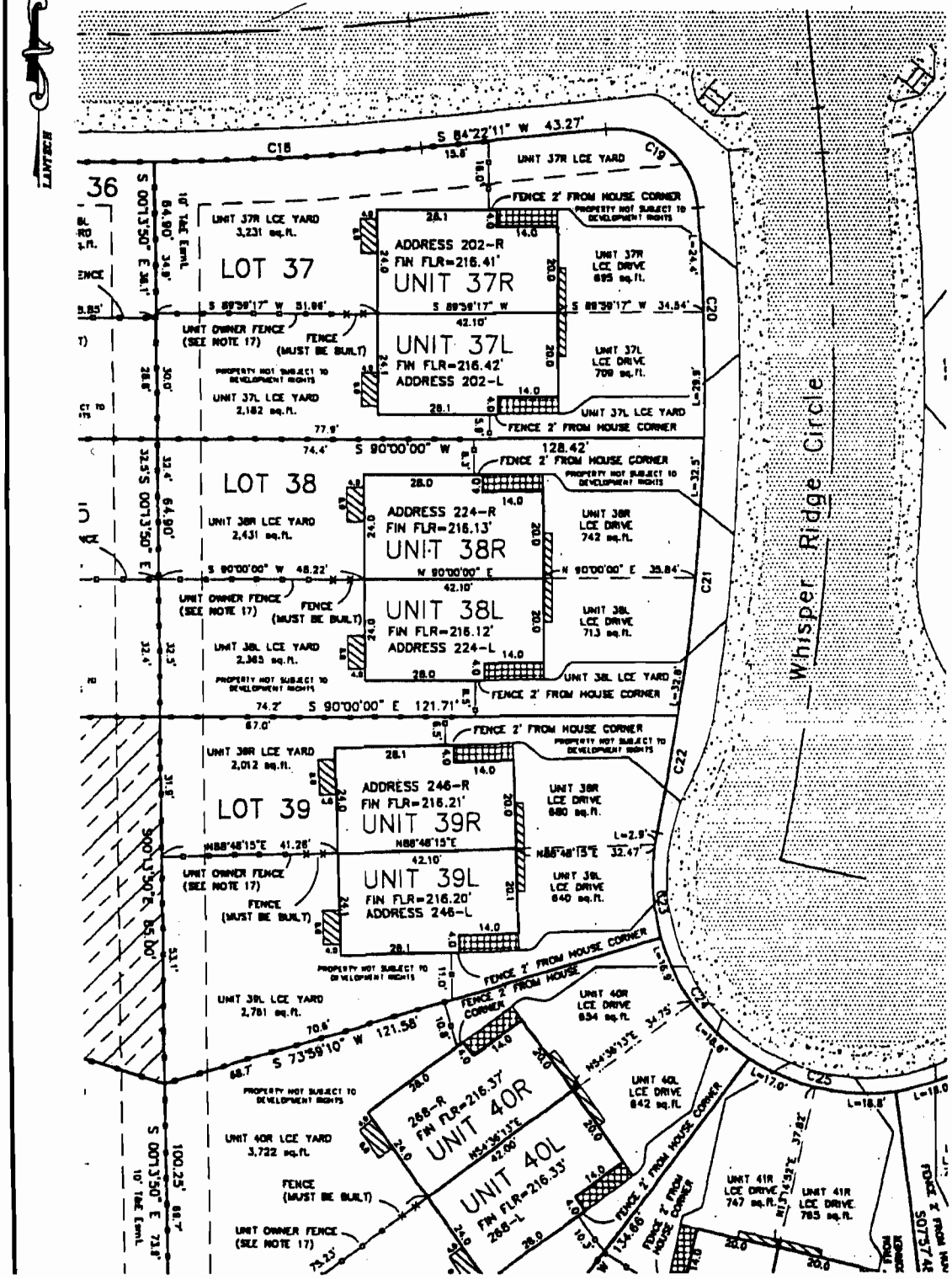
Lantech
LAND & CONSTRUCTION SURVEYORS • AUTOCAD
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-8626)
PLANNERS
ENGINEERS

GRID: 1238	SCALE: 1"=40'	DATE: OCT 25/2005	WO# 2003142
DRAWN BY: CE			

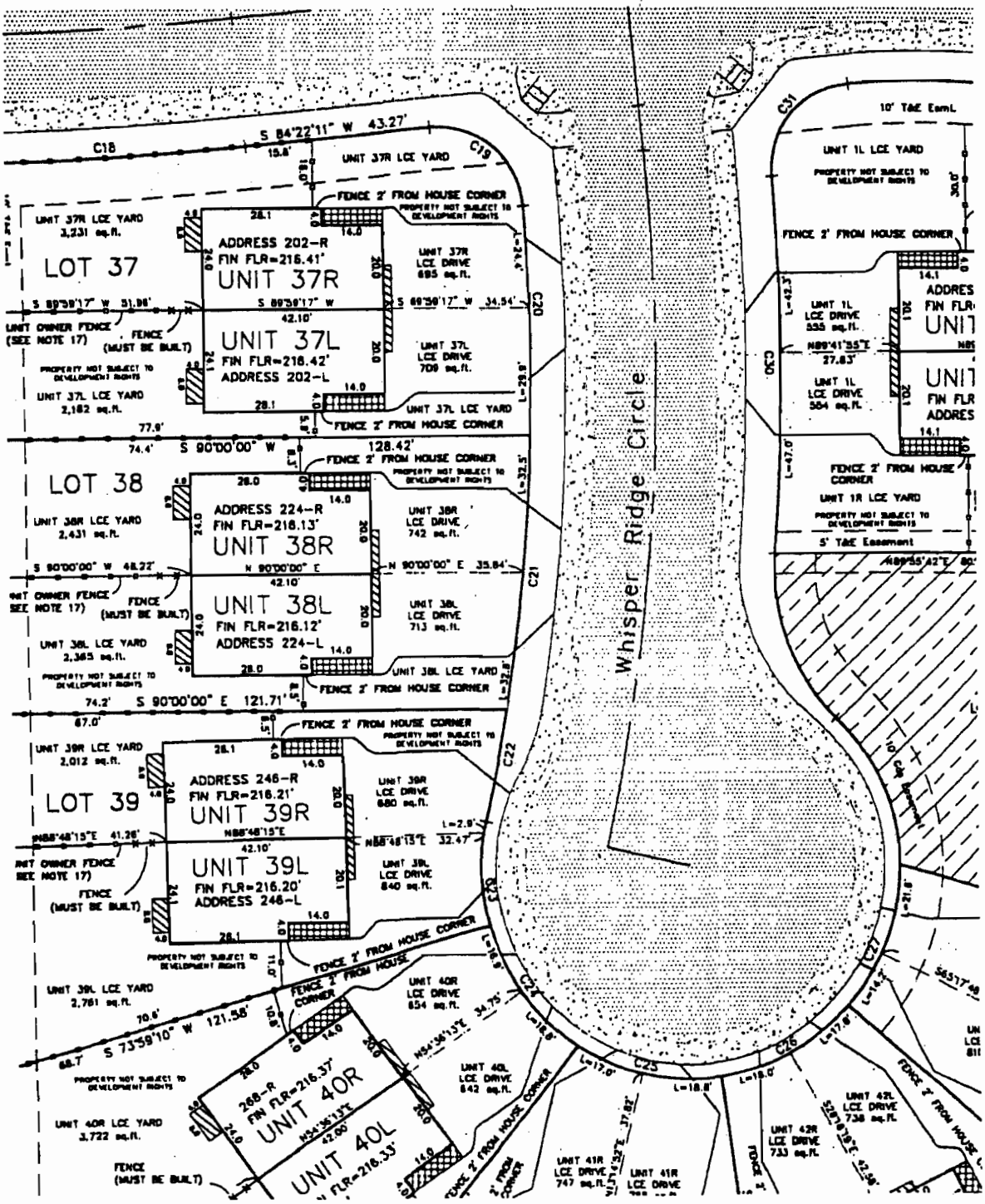


2005-0831970

UNITS 1L, 1R, 2L, 2R, 3L, 3R, 4L, 39L, 39R, 40L, 40R, 41I

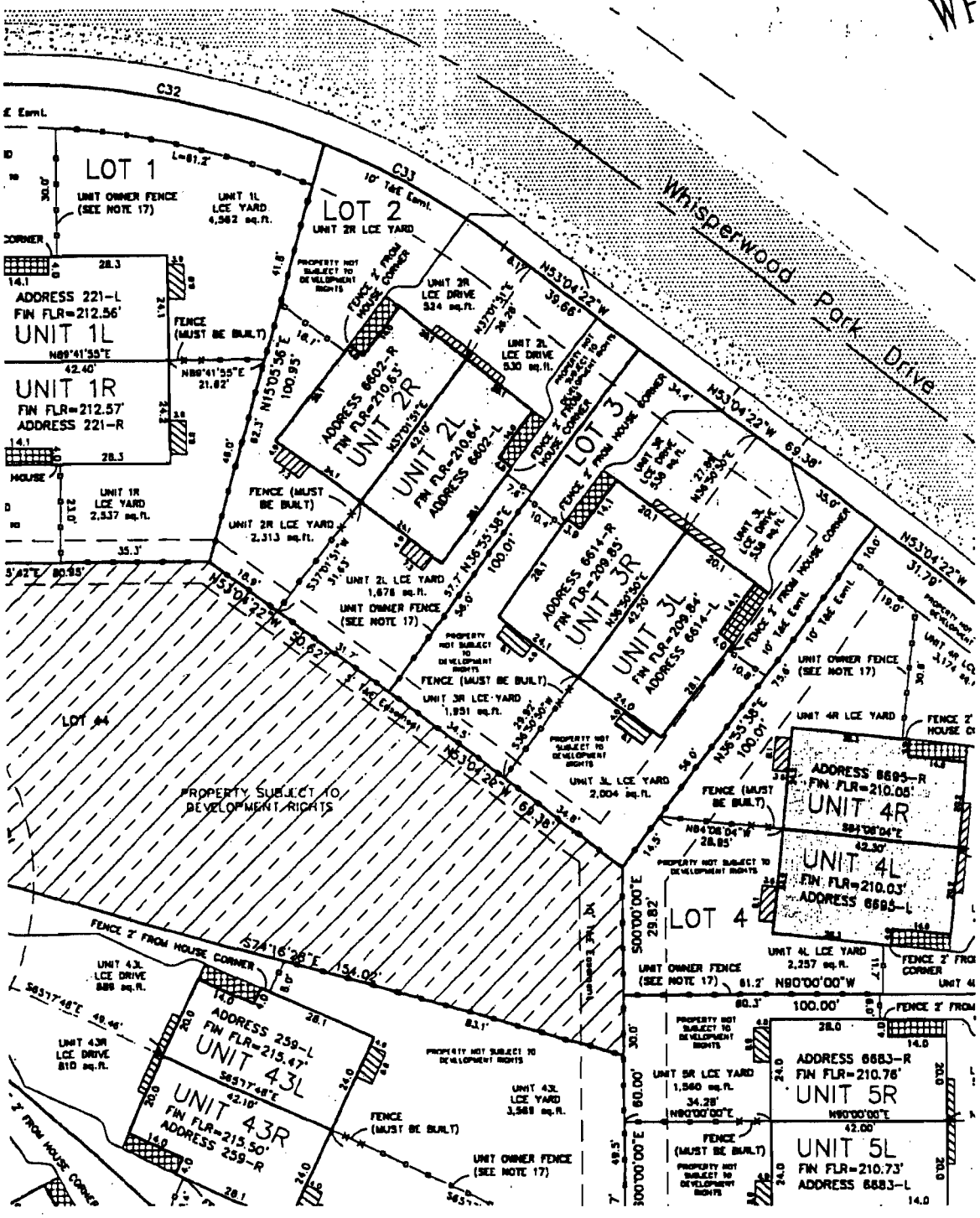


UNITS 1L, 1R, 2L, 2R, 3L, 3R, 4L, 4R, 5L, 5R
39L, 39R, 40L, 40R, 41L, 41R, 42L



2005-083197-0

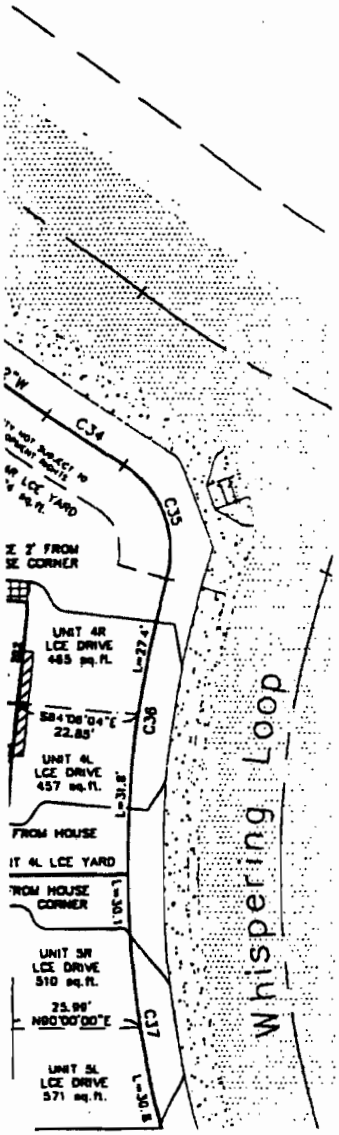
5R, 6L, 6R, 37L, 37R, 38L, 38R, 12L, 42R, 43L & 43R



WHISPERWOOD HILL CONDOMINIUMS

PHASE 5

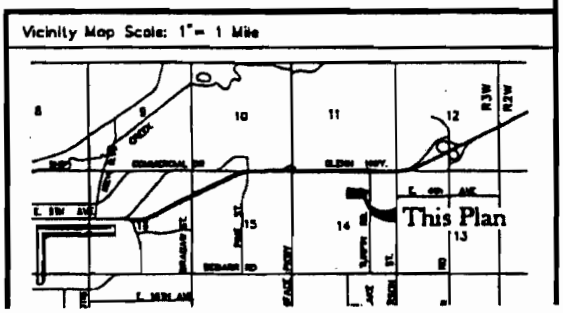
A COMMON INTEREST COMMUNITY



LEGEND:

- Concrete
- Limited Common Element Paved Drive (must be built)
- Overhang
- Limited Common Element Deck (must be built)
- Existing Paved Road
- Fence (must be built)
- Unit Owner Fence (see note 17)

SHEET 2 OF 3



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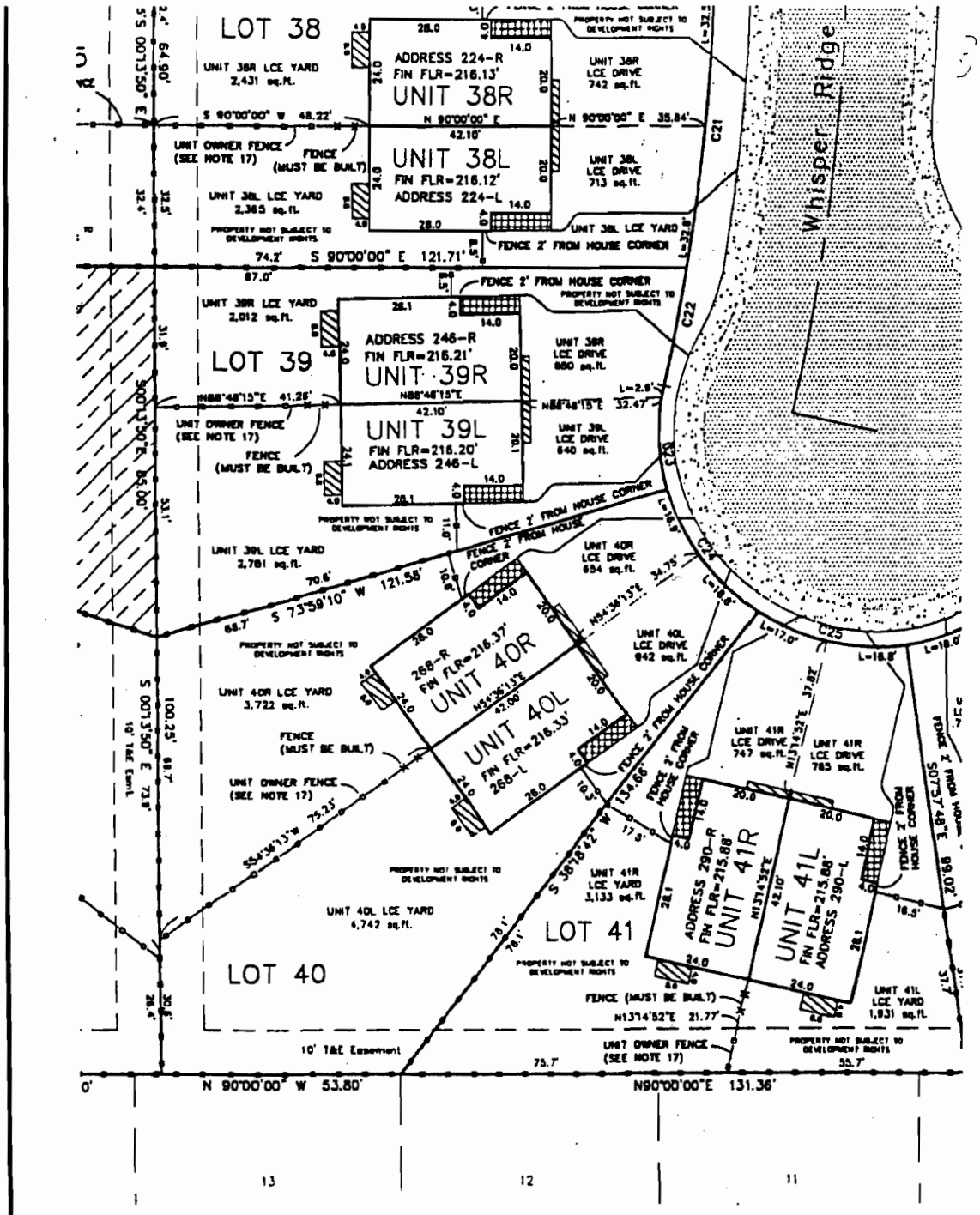
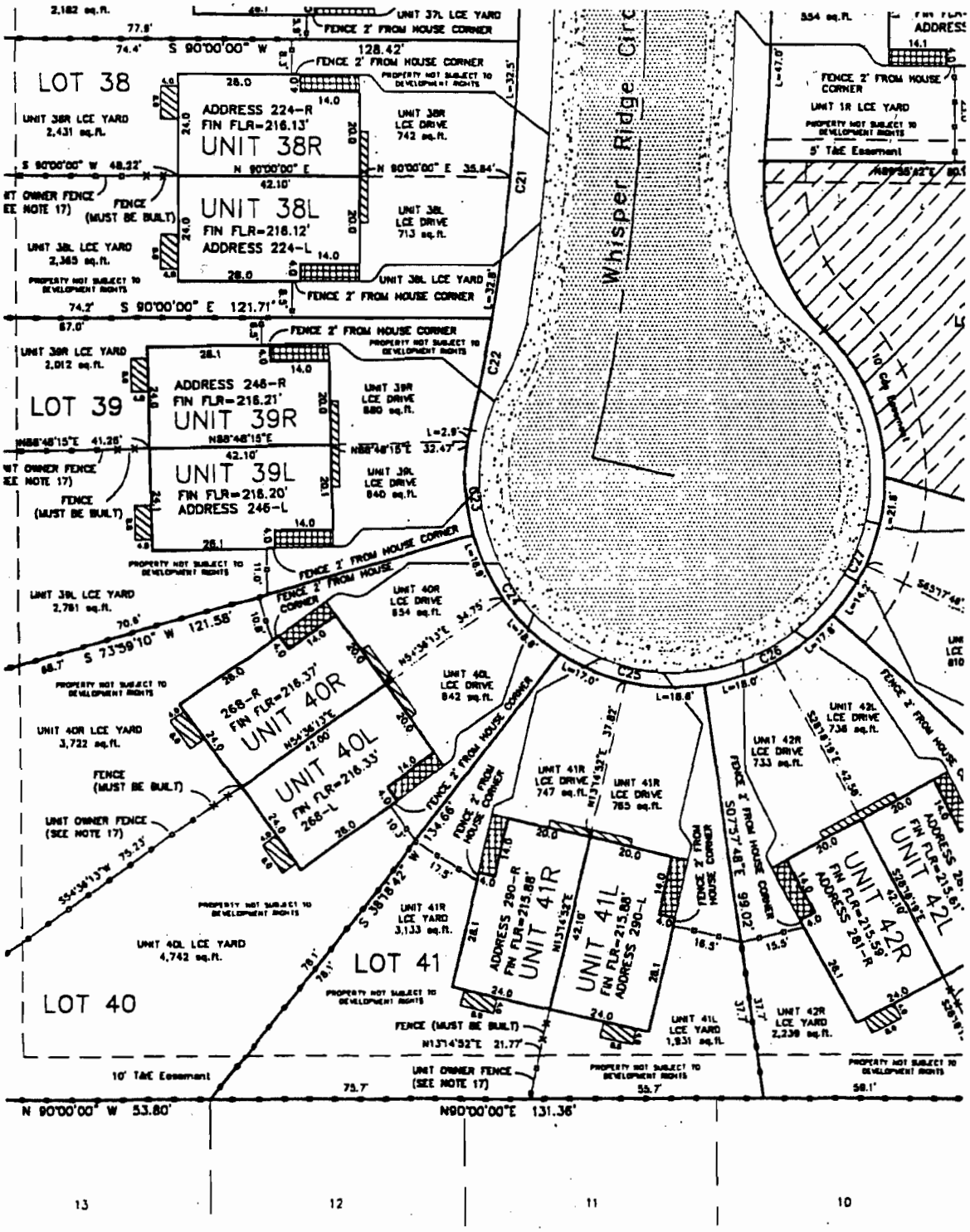
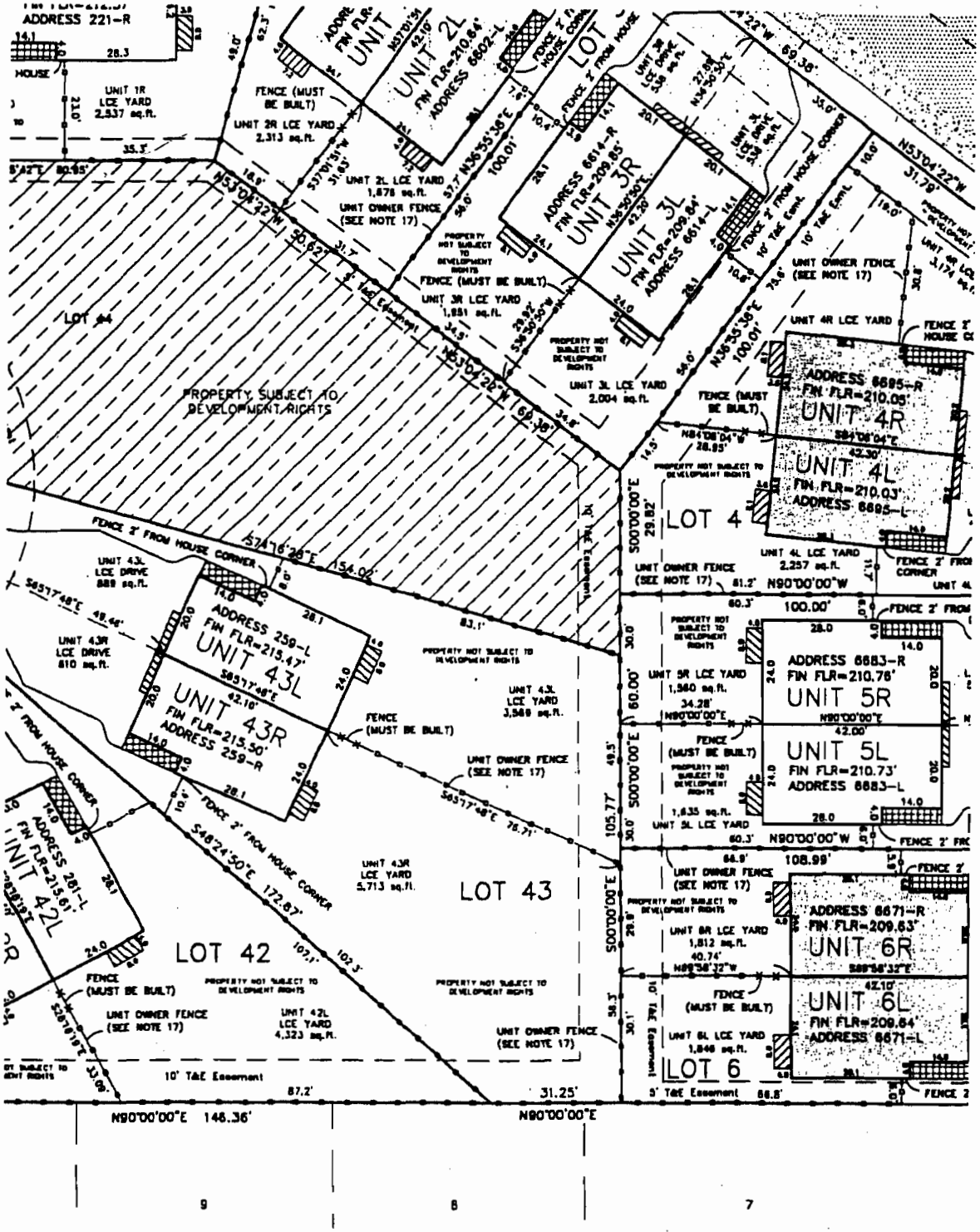

LOT 38
UNIT 38R LCE YARD 2,431 sq.ft.
ADDRESS 224-R
FIN FLR=216.13'
UNIT 38R
UNIT 38R LCE DRIVE 742 sq.ft.
UNIT 38L
FIN FLR=216.12'
ADDRESS 224-L
UNIT 38L LCE DRIVE 713 sq.ft.
UNIT 38L LCE YARD 2,365 sq.ft.
UNIT 38L LCE YARD
FENCE 2' FROM HOUSE CORNER
S 90°00'00" E 121.71'
UNIT 39R LCE YARD 2,012 sq.ft.
LOT 39
ADDRESS 246-R
FIN FLR=216.21'
UNIT 39R
UNIT 39R LCE DRIVE 680 sq.ft.
UNIT 39L
FIN FLR=216.20'
ADDRESS 246-L
UNIT 39L LCE DRIVE 640 sq.ft.
UNIT 39L LCE YARD 2,781 sq.ft.
S 73°59'10" W 121.58'
UNIT 40R LCE DRIVE 654 sq.ft.
UNIT 40L LCE DRIVE 642 sq.ft.
UNIT 40R LCE YARD 3,722 sq.ft.
268-R
FIN FLR=216.37'
UNIT 40R
UNIT 40L
FIN FLR=216.33'
268-L
UNIT 41R LCE DRIVE 747 sq.ft.
UNIT 41R LCE DRIVE 785 sq.ft.
ADDRESS 290-R
FIN FLR=215.88'
UNIT 41R
UNIT 41L
FIN FLR=215.88'
ADDRESS 290-L
UNIT 41R LCE YARD 3,133 sq.ft.
UNIT 40L LCE YARD 4,742 sq.ft.
LOT 41
LOT 40
UNIT 41L LCE YARD 1,931 sq.ft.
FENCE (MUST BE BUILT)
UNIT OWNER FENCE (SEE NOTE 17)
10' T&E Easement
N 90°00'00" W 53.80'
N90°00'00"E 131.36'
Whisper Ridge
C21
C22
C23
C24
C25
13
12
11


LOT 38
LOT 39
LOT 40
LOT 41
Whisper Ridge Circ
ADDRESS 224-R
FIN FLR=216.13'
UNIT 38R
UNIT 38L
FIN FLR=216.12'
ADDRESS 224-L
ADDRESS 246-R
FIN FLR=216.21'
UNIT 39R
UNIT 39L
FIN FLR=216.20'
ADDRESS 246-L
268-R
FIN FLR=216.37'
UNIT 40R
UNIT 40L
FIN FLR=216.33'
268-L
ADDRESS 290-R
FIN FLR=215.88'
UNIT 41R
UNIT 41L
FIN FLR=215.88'
ADDRESS 290-L
UNIT 42R
FIN FLR=215.59'
ADDRESS 281-R
UNIT 42L
FIN FLR=215.61'
ADDRESS 281-L
FENCE (MUST BE BUILT)
UNIT OWNER FENCE (SEE NOTE 17)
10' T&E Easement
5' T&E Easement
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
FENCE 2' FROM HOUSE CORNER
S 90°00'00" W 128.42'
S 90°00'00" E 121.71'
S 73°59'10" W 121.58'
S 38°18'42" W 134.66'
S05°37'48"E 99.02'
N 90°00'00" W 53.80'
N90°00'00"E 131.36'
N13°14'52"E 21.77'
554 sq.ft.
2,182 sq.ft.
UNIT 38R LCE YARD 2,431 sq.ft.
UNIT 38L LCE YARD 2,365 sq.ft.
UNIT 39R LCE YARD 2,012 sq.ft.
UNIT 39L LCE YARD 2,781 sq.ft.
UNIT 40R LCE YARD 3,722 sq.ft.
UNIT 40L LCE YARD 4,742 sq.ft.
UNIT 41R LCE YARD 3,133 sq.ft.
UNIT 41L LCE YARD 1,931 sq.ft.
UNIT 42R LCE YARD 2,239 sq.ft.
UNIT 1R LCE YARD
UNIT 38R LCE DRIVE 742 sq.ft.
UNIT 38L LCE DRIVE 713 sq.ft.
UNIT 39R LCE DRIVE 880 sq.ft.
UNIT 39L LCE DRIVE 840 sq.ft.
UNIT 40R LCE DRIVE 854 sq.ft.
UNIT 40L LCE DRIVE 842 sq.ft.
UNIT 41R LCE DRIVE 747 sq.ft.
UNIT 41R LCE DRIVE 785 sq.ft.
UNIT 42R LCE DRIVE 733 sq.ft.
UNIT 42L LCE DRIVE 738 sq.ft.
13
12
11
10



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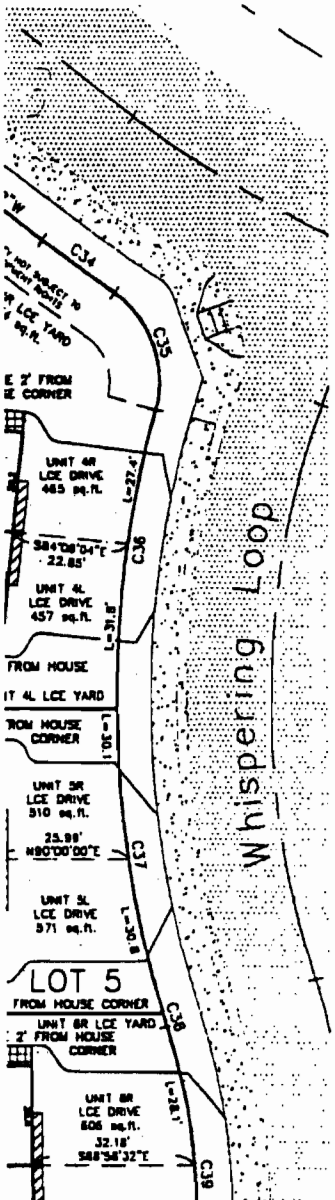
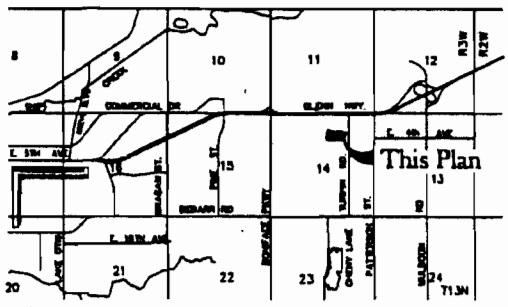


LEGEND:

- Concrete
- Limited Common Element Paved Drive (must be built)
- Overhang
- Limited Common Element Deck (must be built)
- Existing Paved Road
- Fence (must be built)
- Unit Owner Fence (see note 17)

SHEET 2 OF 3

Vicinity Map Scale: 1"= 1 Mile



A CONDOMINIUM PLAT OF:

WHISPERWOOD HILL CONDOMINIUMS

PHASE 5 ADDING UNITS

UNITS 2L, 2R, 4L, 4R, 6L, 6R, 27L, 27R, 35L, 35R, 36L & 36R

LOCATED ON:

LOTS 1, 2, 3, 4, 5, 6, 37, 38, 39, 40, 41, 42 & 43, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

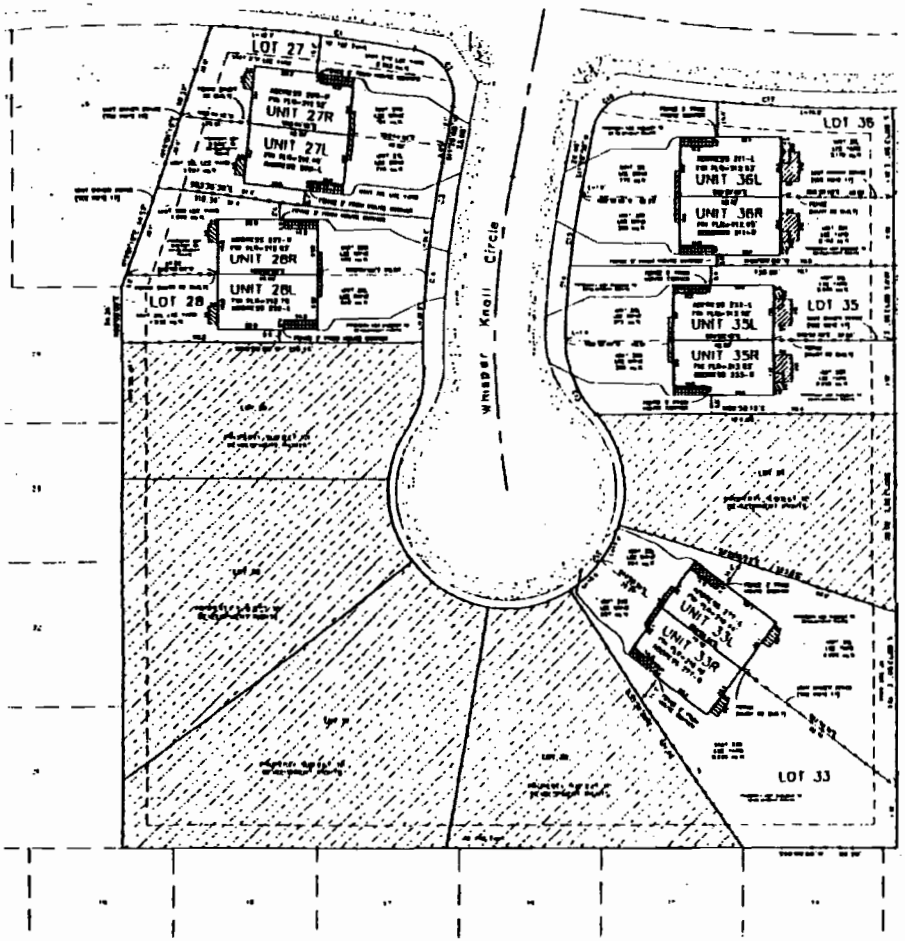
LOT 27, 28, 33, 35 & 36 BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT NO. 2004-122, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ANCHORAGE RECORDING DISTRICT, ALASKA.

lantech
LAND & CONSTRUCTION SURVEYORS*AUTOCAD
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)
PLANNERS
ENGINEERS

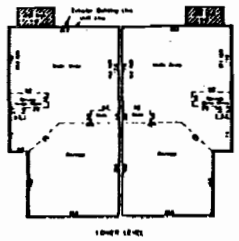
GRID: 1238	SCALE: 1"=20'	DATE: OCT. 25/2005	WO# 2003M42
DRAWN BY: CB			

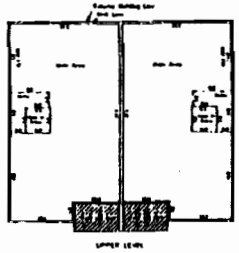
UNITS 27L, 27R, 28L, 28R, 33L, 33R, 35L, 35R, 36L & 36R



WHISPERWOOD HILL CONDOMINIUMS
PHASE 5
A COMMON INTEREST COMMUNITY

UNIT BUILDING PLANS





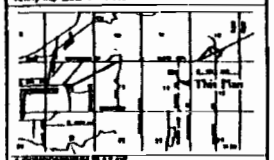
LEGEND:

- Concrete
- Limited Common Element Paved Drive (must be built)
- Overhang
- Limited Common Element Deck (must be built)
- Existing Paved Road
- Fence (must be built)
- Unit Owner Fence (see note 17)

UNIT INTERIOR AREAS PER BUILDING PLANS

GRAPHIC SCALE

SHEET 3 OF 3



WHISPERWOOD HILL CONDOMINIUMS

PHASE 5 ADDING UNITS

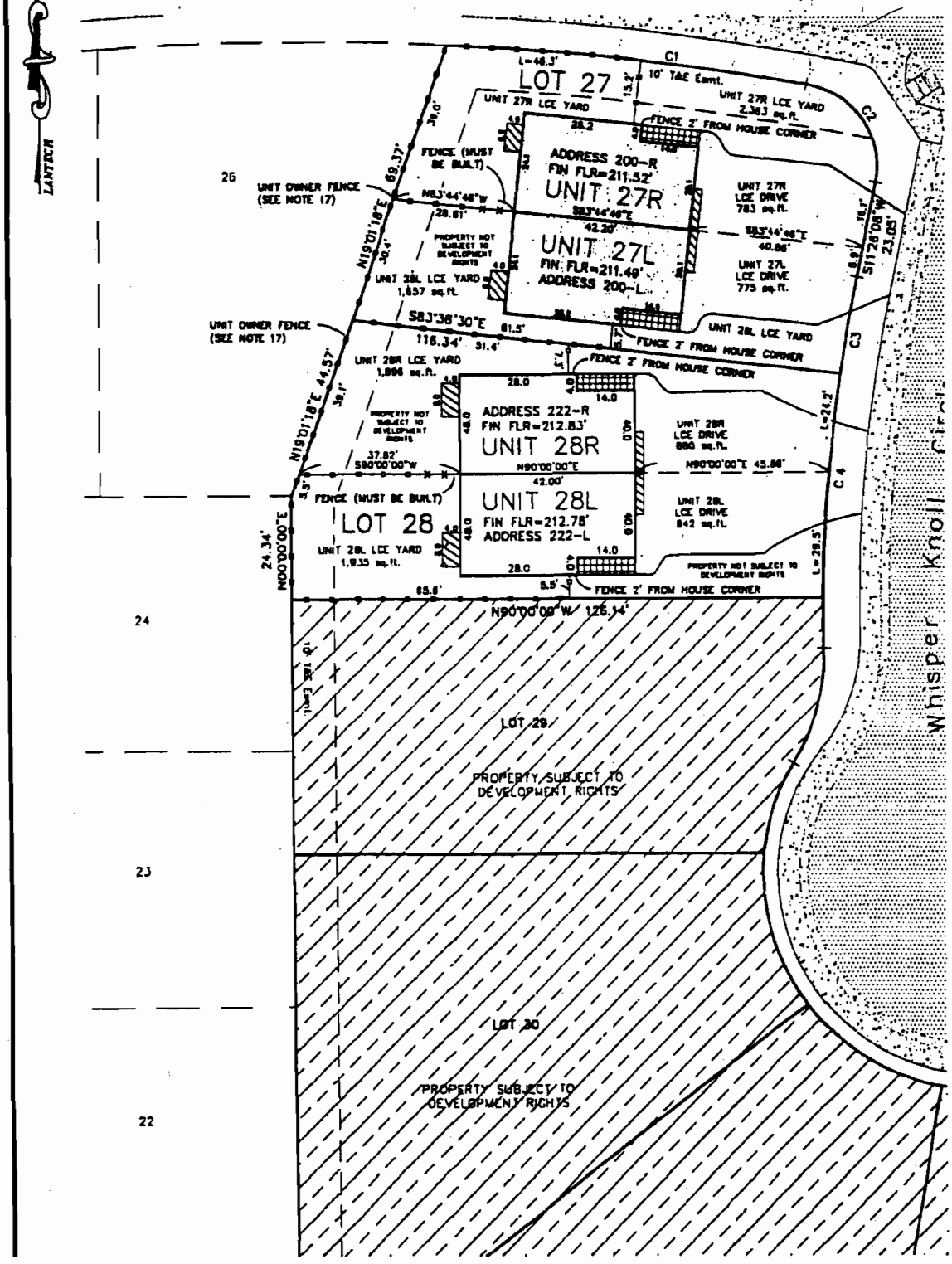
LOCATED ON

Lantech

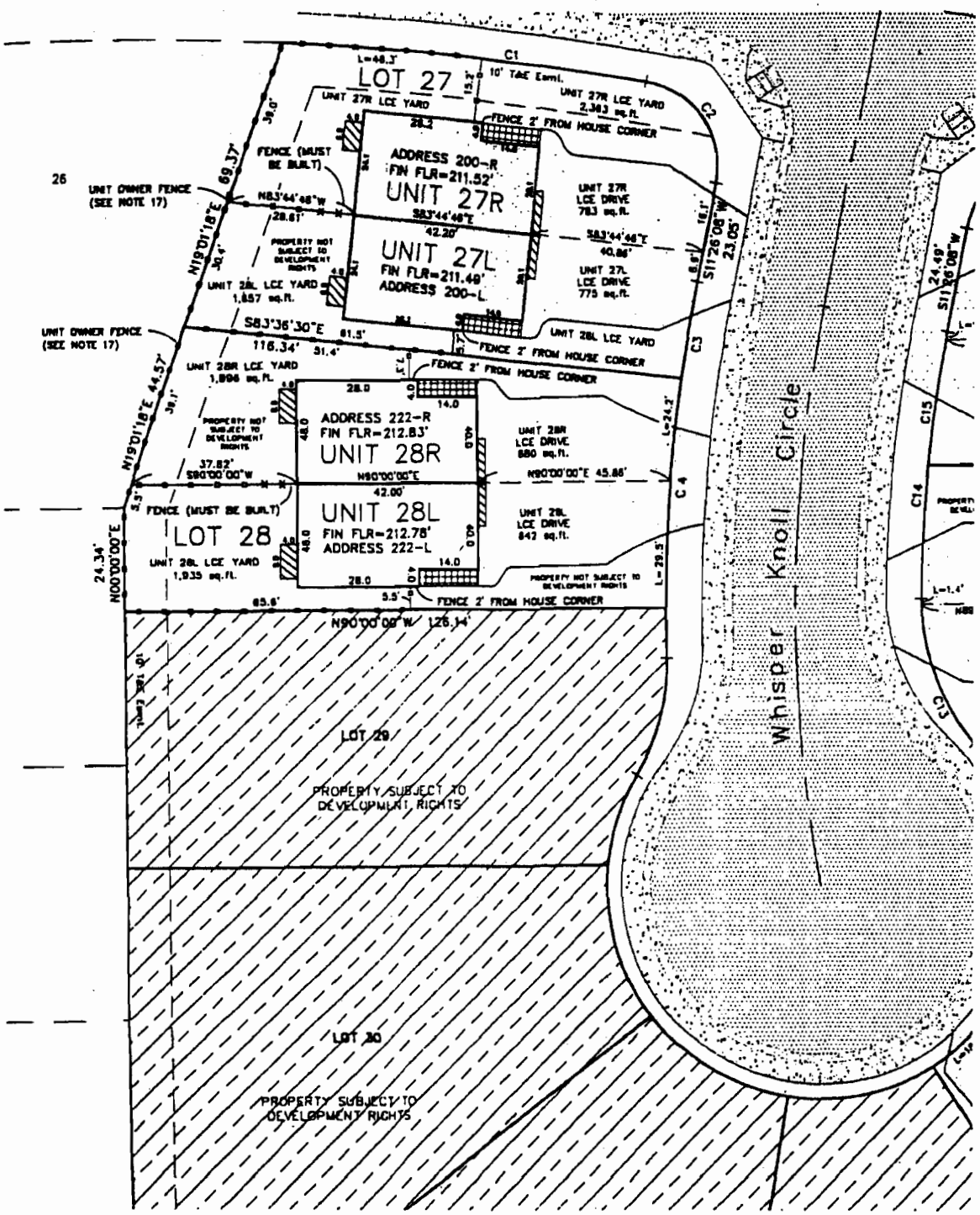
LAND & CONSTRUCTION SURVEYORS/AUTOCAD PLANNERS ENGINEERS

29 of 37
2005-083197-0

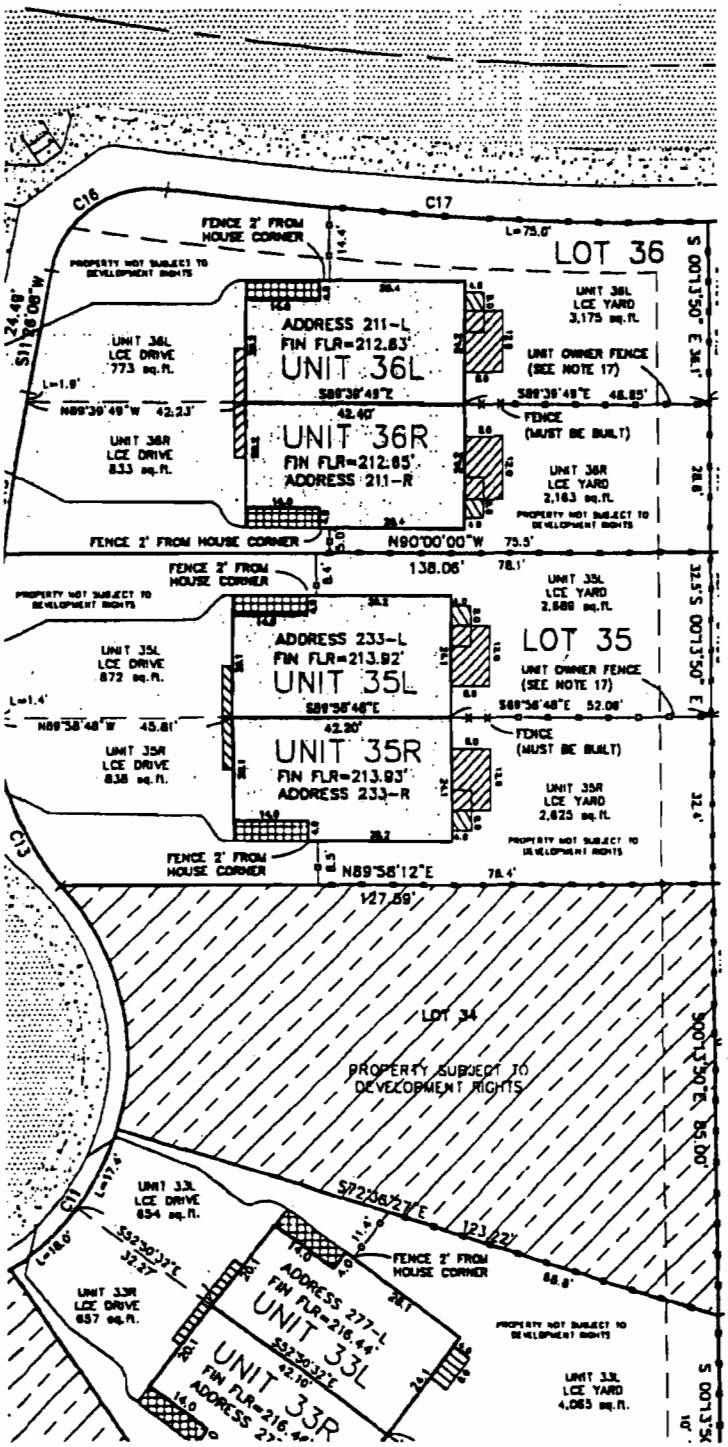
UNITS 27L, 27R, 28L, 28R, 33L,



UNITS 27L, 27R, 28L, 28R, 33L, 33R, 35L,



5L, 35R, 36L & 36R


LOT 36
ADDRESS 211-L
FIN FLR=212.83'
UNIT 36L
UNIT 36R
FIN FLR=212.65'
ADDRESS 211-R
LOT 35
ADDRESS 233-L
FIN FLR=213.92'
UNIT 35L
UNIT 35R
FIN FLR=213.93'
ADDRESS 233-R
LOT 34
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
ADDRESS 277-L
FIN FLR=216.4'
UNIT 33L
UNIT 33R
FIN FLR=216.4'
ADDRESS 277-R
FENCE 2' FROM HOUSE CORNER
UNIT OWNER FENCE (SEE NOTE 17)
FENCE (MUST BE BUILT)
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
UNIT 36L LCE DRIVE 773 sq.ft.
UNIT 36L LCE YARD 3,175 sq.ft.
UNIT 36R LCE DRIVE 833 sq.ft.
UNIT 36R LCE YARD 2,163 sq.ft.
UNIT 35L LCE DRIVE 872 sq.ft.
UNIT 35L LCE YARD 2,688 sq.ft.
UNIT 35R LCE DRIVE 838 sq.ft.
UNIT 35R LCE YARD 2,825 sq.ft.
UNIT 33L LCE DRIVE 854 sq.ft.
UNIT 33L LCE YARD 4,065 sq.ft.
UNIT 33R LCE DRIVE 857 sq.ft.
C16
C17
C13
C11
L=75.0'
N90°00'00"W 75.5'
138.06'
N89°38'12"E
127.89'
S00°13'50"E 85.00'
S89°39'49"E 48.85'
S89°36'48"E 52.08'
S89°38'48"W 45.81'
N89°39'49"W 42.23'
S89°38'48"E 42.20'
S89°39'49"E 42.40'
S89°38'48"W 42.10'
S72°08'27"E 123.62'
S11°26'08"W 24.48'
L=1.9'
L=1.4'
L=18.0'
L=17.6'
S89°38'48"W 32.27'
S89°38'48"E 42.10'
S00°13'50"E 78.1'
S00°13'50"E 78.4'
S00°13'50"E 10.0'
S00°13'50"E 32.6'
S00°13'50"E 28.1'
S00°13'50"E 28.1'
S00°13'50"E 28.1

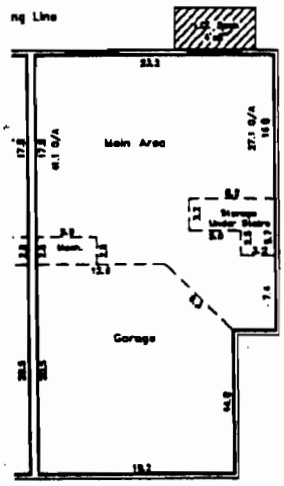
WHISPERWOOD HILL CONDOMINIUMS

PHASE 5

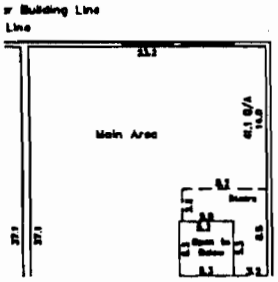
A COMMON INTEREST COMMUNITY

LDING PLANS

: 1"= 10'



ER LEVEL

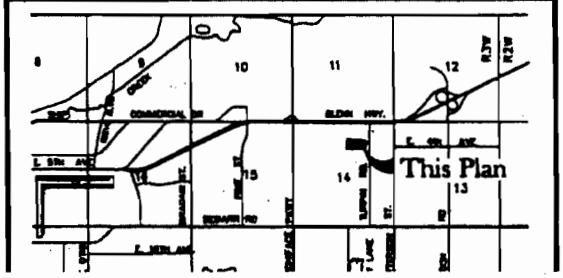


LEGEND:

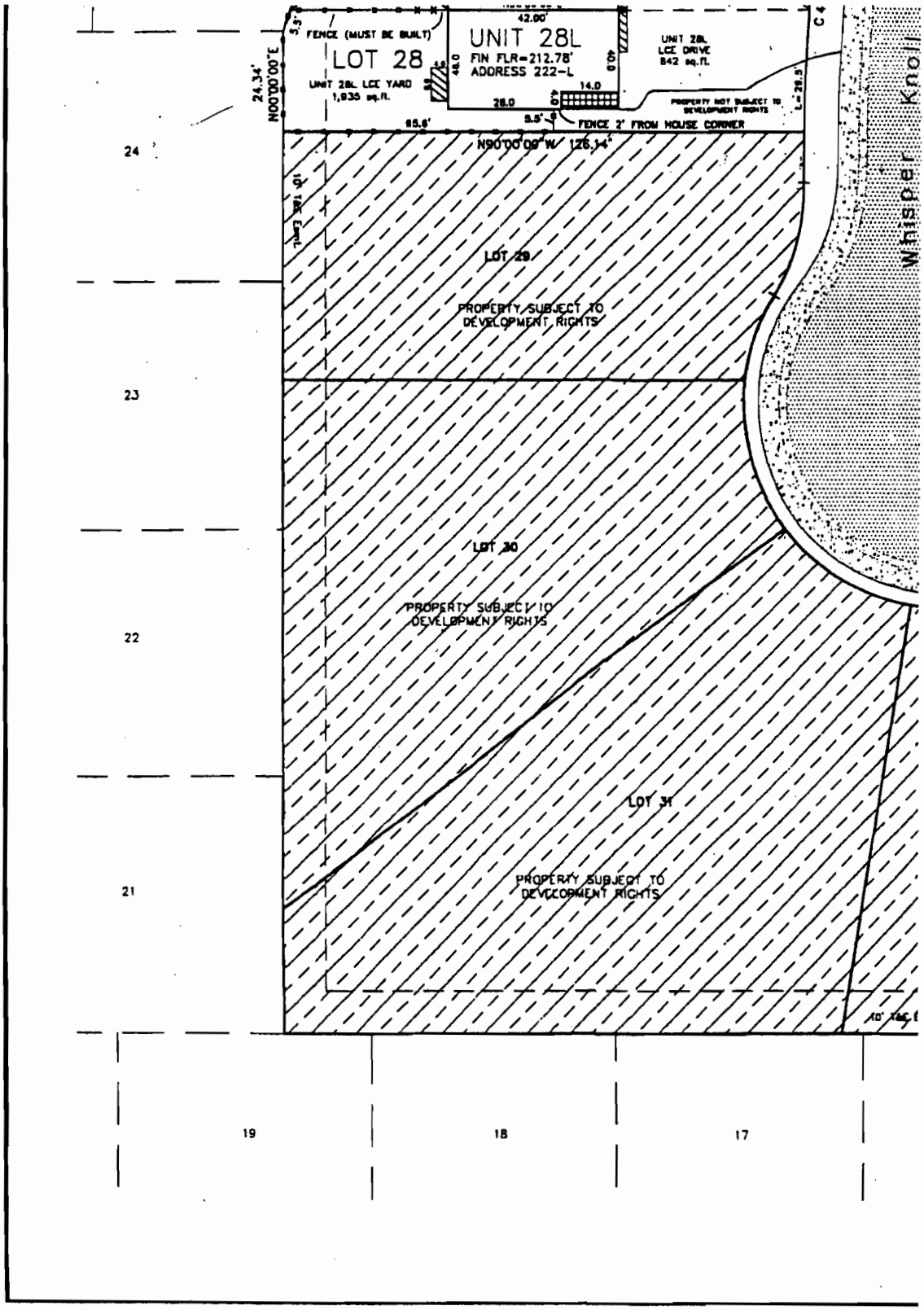
- Concrete
- Limited Common Element Paved Drive (must be built)
- Overhang
- Limited Common Element Deck (must be built)
- Existing Paved Road
- Fence (must be built)
- Unit Owner Fence (see note 17)

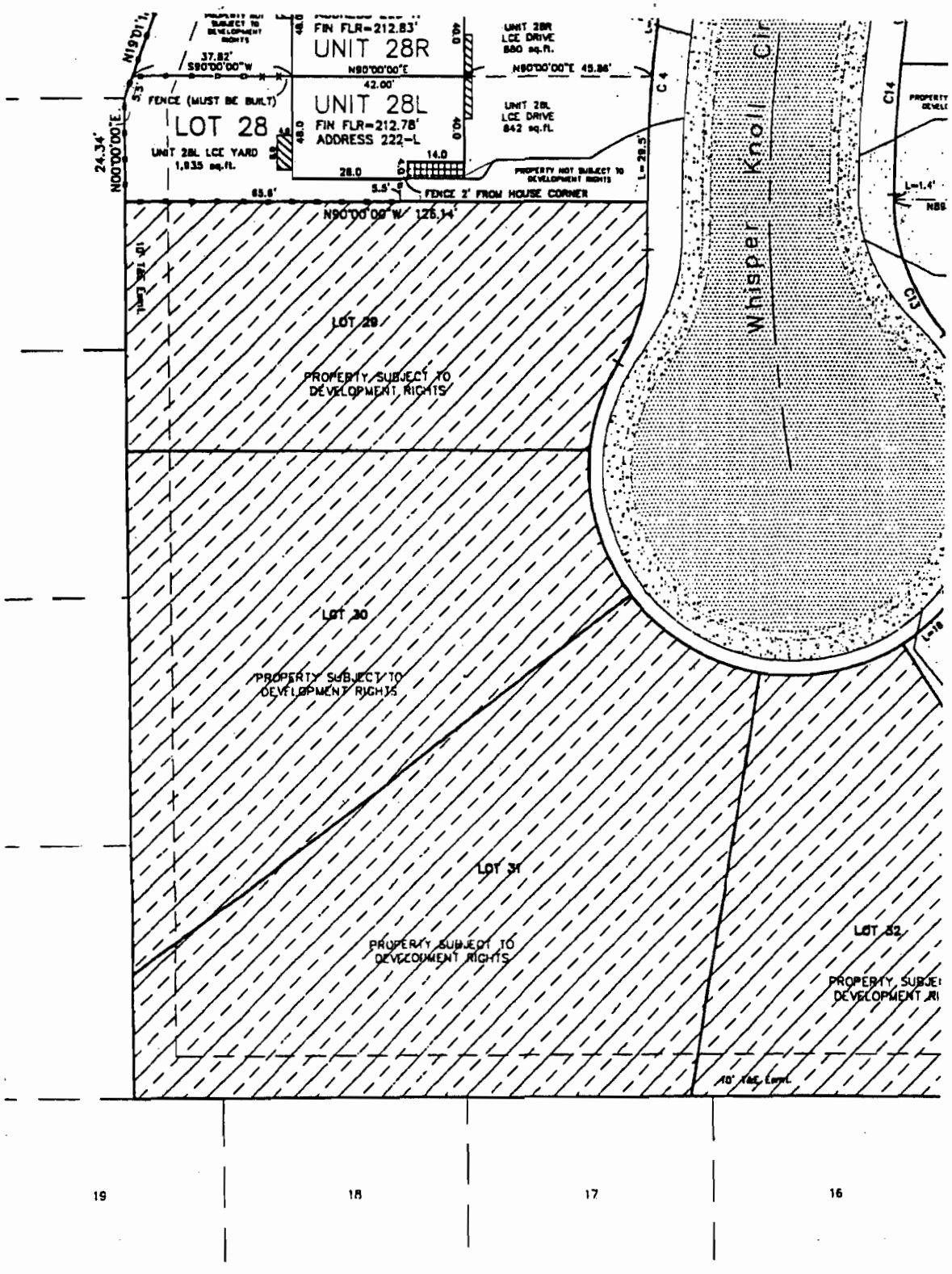
SHEET 3 OF 3

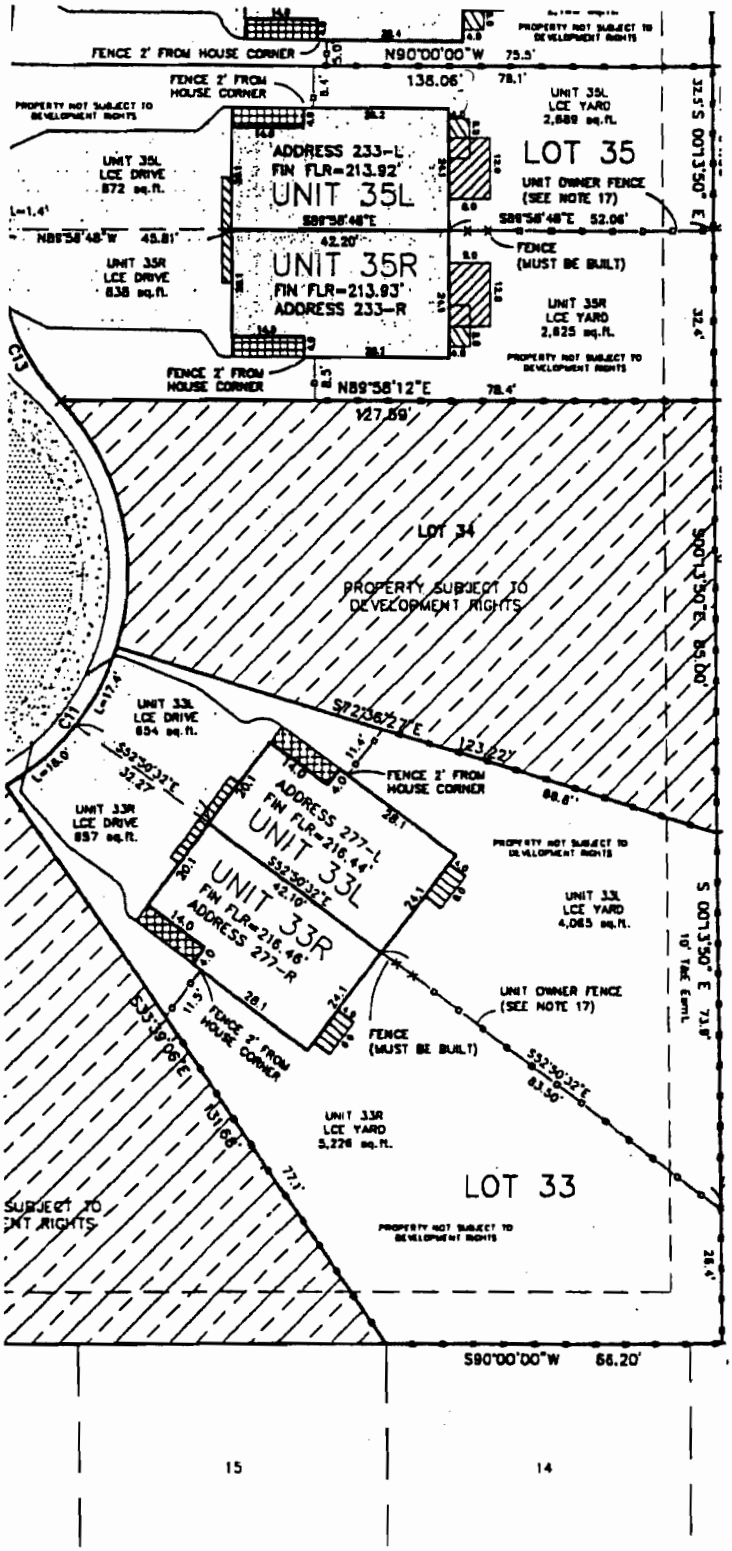
Vicinity Map Scale: 1"= 1 Mile

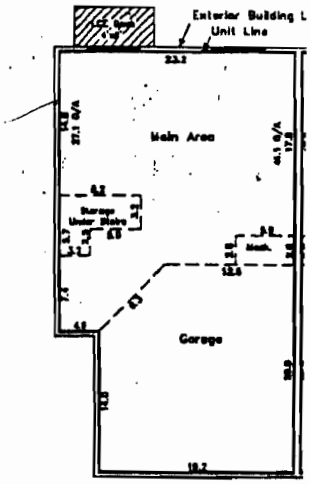


2005-083197-0

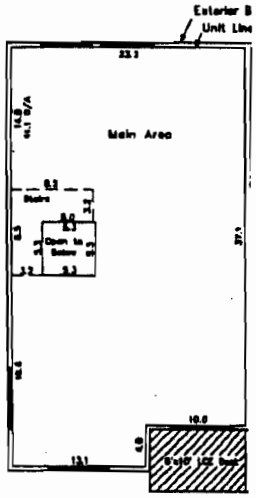

FENCE (MUST BE BUILT)
LOT 28
UNIT 28L LCE YARD
1,935 sq.ft.
UNIT 28L
FIN FLR=212.78'
ADDRESS 222-L
42.00'
48.0'
6.0'
14.0'
28.0'
UNIT 28L
LCE DRIVE
842 sq.ft.
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
L=28.9'
C4
24.34'
N00°00'00"E
65.6'
9.5'
FENCE 2' FROM HOUSE CORNER
N90°00'00"W 126.14'
10' T&E Easmt.
LOT 29
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
LOT 30
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
LOT 31
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
Whisper Knoll
24
23
22
21
19
18
17


UNIT 28R
FIN FLR=212.83'
UNIT 28L
FIN FLR=212.78'
ADDRESS 222-L
LOT 28
UNIT 28L LCE YARD
1,935 sq.ft.
UNIT 28R
LCE DRIVE
880 sq.ft.
UNIT 28L
LCE DRIVE
842 sq.ft.
FENCE (MUST BE BUILT)
FENCE 2' FROM HOUSE CORNER
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
N90°00'00"W 126.14'
Whisper Knoll Cir.
LOT 29
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
LOT 30
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
LOT 31
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
LOT 32
PROPERTY SUBJE
DEVELOPMENT RI
10' Tree Easmt.
19
18
17
16





LOWER



UPPER

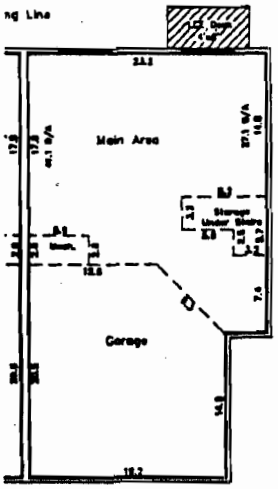
UNIT INTERIOR AREAS		
UNIT #	FIRST FLOOR S.F.	SECOND FLOOR
ALL UNITS	524 sq.ft.	848 sq

GRAPHIC

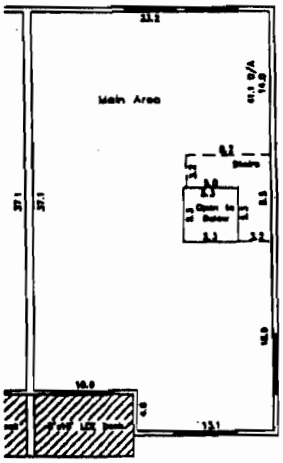
20 0 10 20

(IN FEET)
1 INCH =

2005-083197-0



ER LEVEL



ER LEVEL

AS PER BUILDING PLANS		
COND OR S.F.	TOTAL LIVING AREA	GARAGE S.F.
sq.ft.	1370 sq.ft.	380 sq.ft.

HIC SCALE

40 80

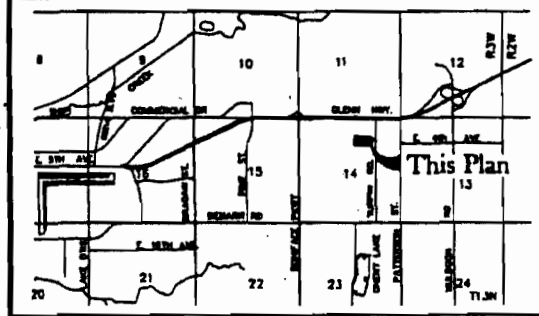
N FEET)
1 = 20 FT.

LEGEND:

- Concrete
- Limited Common Element Paved Drive (must be built)
- Overhang
- Limited Common Element Deck (must be built)
- Existing Paved Road
- Fence (must be built)
- Unit Owner Fence (see note 17)

SHEET 3 OF 3

Vicinity Map Scale: 1"= 1 Mile



A CONDOMINIUM PLAT OF:

WHISPERWOOD HILL CONDOMINIUMS

PHASE 5 ADDING UNITS

UNITS 2L, 2R, 4L, 4R, 6L, 6R, 27L, 27R, 35L, 35R, 36L & 36R

LOCATED ON:

LOTS 1, 2, 3, 4, 5, 6, 37, 38, 39, 40, 41, 42 & 43, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOT 27, 28, 33, 35 & 36 BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT NO. 2004-122, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ANCHORAGE RECORDING DISTRICT, ALASKA.

lantech
LAND & CONSTRUCTION SURVEYORS • AUTOCAD
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)
PLANNERS
ENGINEERS

DRG: 1238	SCALE: 1"=20'	DATE: OCT. 25/2005	WO# 2003142
DRAWN BY: CB			

ALASKA

2006-000945-0
Recording Dist: 301 - Anchorage
1/5/2006 1:22 PM Pages: 1 of 39

AMENDMENT NO. 5 TO DECLARATION

OF

WHISPERWOOD HILL CONDOMINIUMS

EXERCISING DEVELOPMENT RIGHTS

AND

CORRECTIVE AMENDMENT

AFTER RECORDATION RETURN TO

James H. McCollum
Law Offices of James H. McCollum, LLC
510 L Street, Ste. 540
Anchorage, Alaska 99501

AMENDMENT NO. 5 TO

DECLARATION
OF
WHISPERWOOD HILL CONDOMINIUMS

EXERCISING DEVELOPMENT RIGHTS

AND CORRECTIVE AMENDMENT

Hultquist Homes, Inc., an Alaska corporation, with an office at 360 E. 100th Avenue, Anchorage, Alaska 99515, "Declarant" under that certain Declaration for Whisperwood Hill Condominiums, dated the 3rd day of March, 2005 and recorded on the 4th day of March, 2005, at Serial No. 2005-013803-0 and as set forth in Plat No. 2005-22 at Serial No. 2005-013802-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, and as amended by Amendment No. 1, recorded on the 9th day of May, 2005 at Serial Recording No. 2005-030590-0 in the Anchorage Recording District, Third Judicial District, State of Alaska and as amended by Amendment No. 2, recorded on the 27th day of July, 2005 at Serial Recording No. 2005-052226-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, and as amended by Amendment No. 3, recorded on the 15th day of August, 2005 at Serial Recording No. 2005-057694-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, and as amended by Amendment No. 4, recorded on the 16th day of November, 2005 at Serial Recording No. 2005-083197-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, ("Declaration") pursuant to Section 34.08.180 of the Alaska Uniform Common Interest Ownership Act, and pursuant to reservations of Development Rights reserved pursuant to Section 34.08.130(a) (8) of the Act and Article VII of the Declaration, does hereby amend the Declaration and does hereby declare:

ARTICLE I. Schedule A-1, Description of Common Interest Community, attached hereto is substituted for the current Schedule A-1 of the Declaration which is declared null and void.

ARTICLE II. Schedule A-2, Table of Interests, attached hereto, adding six (6) Units being Units 29L, 29R, 34L, 34R, 44L and 44R, together with their appurtenant Limited Common Elements, on Lots 29 and 34, Block 3, WHISPERWOOD SUBDIVISION-Phase 2, according to Plat No. 2004-138, and Lot 44, Block 3 WHISPERWOOD SUBDIVISION-Phase 1, according to Plat 2004-122, Anchorage Recording District, as shown on Schedule A-3, and interests is substituted for the current Schedule A-2 of the Declaration which is declared null and void.

ARTICLE III. Schedule A-3, the Plat attached hereto and filed under Plat No. 2006-4, supplements the current Schedule A-3 of the Declaration as filed under Plat No. 2005-161, Anchorage Recording District, Third Judicial District, State of Alaska, by reflecting the addition of Units and Limited Common Elements on that portion of the Property shown on the Plat as "Property Not Subject to Development Rights".

ARTICLE IV. Development rights reserved in the Declaration within Lots 29 and 34, Block 3, WHISPERWOOD SUBDIVISION-Phase 2, according to Plat No. 2004-138, and Lot 44, Block 3 WHISPERWOOD SUBDIVISION-Phase 1, according to Plat 2004-122, Anchorage Recording District, and shown on Plat No. 2006-4, as 'Property Not Subject to Development Rights' are hereby declared terminated. Limited Common Elements depicted on Schedule A-3 hereto are hereby assigned as appurtenant to the Units indicated. Those Limited Common Elements described in Article V and not otherwise depicted on Schedule A-3 hereto, are hereby assigned to their appurtenant Units as applicable.

ARTICLE V. Articles II and IV of Amendment No. 4 recorded on November 16, 2005 at Serial No. 2005-083197-0 are corrected to reflect the legal descriptions as Lots 2, 4 and 6, Block 3, WHISPERWOOD SUBDIVISION-Phase 2, according to Plat No. 2004-138, and Lots 27, 35 and 36, Block 3 WHISPERWOOD SUBDIVISION-Phase 1, according to Plat 2004-122, Anchorage Recording District, Third Judicial District, State of Alaska.

HULTQUIST HOMES, INC.,

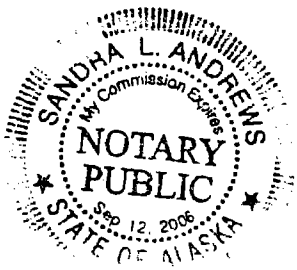
By: David D. Hultquist
David D. Hultquist
President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 28th day of December 2005, before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **DAVID D. HULTQUIST**, to me known and known to me to be the President of **HULTQUIST HOMES, INC.**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation.

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

SANDRA L. ANDREWS
My Commission Expires
NOTARY PUBLIC
Sep. 12, 2006
STATE OF ALASKA



Sandra L. Andrews
Notary Public in and for Alaska
My Commission Expires: 9/12/2006

APPROVAL OF LENDER

The undersigned is the beneficiary under the following Deeds of Trust:

1. Construction Deed of Trust dated January 6, 2005 and recorded on the 14th day of January, 2005, Serial No. 2005-002893-0, in the Anchorage Recording District, Third Judicial District, State of Alaska; and

2. Deed of Trust dated January 7, 2005 and recorded on the 14th day of January, 2005, Serial No. 2005-002894-0, in the Anchorage Recording District, Third Judicial District, State of Alaska.

The undersigned beneficiary approves Amendment No. 5 herein, to the Declaration of Whisperwood Hill Condominiums ("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: DECEMBER 30, 2005

KEY BANK NATIONAL ASSOCIATION

By: Kathleen L Herdlein
Kathleen Herdlein
Vice President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this 30TH day of December, 2005, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **KATHLEEN HERDLEIN**, to me known and known to me to be the Vice President of **KEY BANK NATIONAL ASSOCIATION** and known to me to be the person who signed the foregoing instrument, on behalf of said corporation.

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

ANN L. HOLMBERG
COMMISSION EXPIRES
NOTARY
PUBLIC
2-08-09
STATE OF WASHINGTON

Ann L Holmberg
Notary Public in and for State of Washington
My Commission Expires: FEB 8, 2009

DESCRIPTION OF COMMON INTEREST COMMUNITY

PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS

Lots 27, 28, 29, 33 through 36 Block 3, 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; and

Lots 1 through 6 and 37 through 44, Block 3, WHISPERWOOD SUBDIVISION, Phase 2, according to the official plat thereof, filed under Plat No 2004-138, records of the Anchorage Recording District, Third Judicial District, State of Alaska;

and as shown on the Plat as "Property Not Subject To Development Rights."

PROPERTY SUBJECT TO DEVELOPMENT RIGHTS

Lots 30 through 32, Block 3, 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, and shown on the Plat as "Property Subject To Development Rights."

EASEMENTS AFFECTING THE COMMON INTEREST COMMUNITY

SUBJECT TO

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

2. Rights of way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded August 2, 1952, Book 78, Page 56. (Blanket Easement).

3. Easement for Sewer lines and appurtenances thereto granted to the GREATER ANCHORAGE AREA BOROUGH, recorded January 19, 1970, Misc. Book 184, Page 41 (Affects: the South 10 feet).

4 Right of Way Easement, including terms and provisions thereof, granted to the CITY OF ANCHORAGE, and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded June 17, 1971, Misc. Book 203, Page 167. (Affects a northerly portion).

5. Storm Drain Easement and appurtenances thereto granted to the CITY OF ANCHORAGE, recorded May 20, 1982, Book 732, Page 783 (Affects a southerly portion).

6. Public Use Easement and appurtenances thereto granted to the CITY OF ANCHORAGE, recorded August 2, 1982, Book 760, Page 809 (Affects a southerly portion).

7. Conditions and provisions as contained in NOTES as shown on the Plat of said subdivision.

8. Slope Easements, as dedicated and reserved on the Plat of said subdivision.

9. Easements as shown on the Plat of said subdivision.

10. Notice of Subdivision Agreement including terms and provisions therof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded March 16, 2004 Instrument No. 2004-017078-0.
NOTE: The above Subdivision Agreement does not create a lien on the subject property.

11. Notice of Subdivision Agreement including terms and provisions therof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded April 5, 2004 Instrument No. 2004-022877-0.
NOTE: The above Subdivision Agreement does not create a lien on the subject property.

12. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded August 2, 2004, Instrument No. 2004-056939. (See instrument for areas affected).

SCHEDULE A-2

TABLE OF INTERESTS

Unit No.	Street Address	Percentage Share of Common Elements	Percentage Share of Common Expenses	Vote in the Affairs of the Association	Limited Common Element - Deck (D) Driveway (DW)
1L	221-L Whisper Knoll Circle	2.380%	2.380%	1	DW-1L/D-1L
1R	221-R Whisper Knoll Circle	2.380%	2.380%	1	DW-1R/D-1R
2L	6602-L Whisperwood Park Drive	2.380%	2.380%	1	DW-2L/D-2L
2R	6602-R Whisperwood Park Drive	2.380%	2.380%	1	DW-2R/D-2R
3L	6614-L Whisperwood Park Drive	2.380%	2.380%	1	DW-3L/D-3L
3R	6614-R Whisperwood Park Drive	2.380%	2.380%	1	DW-3R/D-3R
4L	6695-L Whispering Loop	2.380%	2.380%	1	DW-4L/D-4L
4R	6695-R Whispering Loop	2.380%	2.380%	1	DW-4R/D-4R
5L	6683-L Whispering Loop	2.380%	2.380%	1	DW-5L/D-5L
5R	6683-R Whispering Loop	2.380%	2.380%	1	DW-5R/D-5R
6L	6671-L Whispering Loop	2.380%	2.380%	1	DW-6L/D-6L
6R	6671-R Whispering Loop	2.380%	2.380%	1	DW-6R/D-6R

2006-000945-0
8 of 39

Unit No	Street Address	Percentage Share of Common Elements	Percentage Share of Common Expenses	Vote in the Affairs of the Association	Limited Common Element - Deck (D) Driveway (DW)
27L	200-L Whisper Knoll Circle	2.380%	2.380%	1	DW-27L/D-27L
27R	200-R Whisper Knoll Circle	2.380%	2.380%	1	DW-27R/D-27R
28L	222-L Whisper Knoll Circle	2.380%	2.380%	1	DW-28L/D-28L
28R	222-R Whisper Knoll Circle	2.380%	2.380%	1	DW-28R/D-28R
29L	244-L Whisper Knoll Circle	2.380%	2.380%	1	DW-29L/D-29L
29R	244-R Whisper Knoll Circle	2.380%	2.380%	1	DW-29R/D-29R
33L	277-L Whisper Knoll Circle	2.380%	2.380%	1	DW-33L/D-33L
33R	277-R Whisper Knoll Circle	2.380%	2.380%	1	DW-33R/D-33R
34L	255-L Whisper Knoll Circle	2.380%	2.380%	1	DW-34L/D-34L
34R	255-R Whisper Knoll Circle	2.380%	2.380%	1	DW-34R/D-34R
35L	233-L Whisper Knoll Circle	2.380%	2.380%	1	DW-35L/D-35L
35R	233-R Whisper Knoll Circle	2.380%	2.380%	1	DW-35R/D-35R
36L	211-L Whisper Knoll Circle	2.380%	2.380%	1	DW-36L/D-36L
36R	211-R Whisper Knoll Circle	2.380%	2.380%	1	DW-36R/D-36R

9 of 39

Unit No.	Street Address	Percentage Share of Common Elements	Percentage Share of Common Expenses	Vote in the Affairs of the Association	Limited Common Element - Deck (D) Driveway (DW)
37L	202-L Whisper Ridge Circle	2.380%	2.380%	1	DW-37L/D-37L
37R	202-R Whisper Ridge Circle	2.380%	2.380%	1	DW-37R/D-37R
38L	224-L Whisper Ridge Circle	2.380%	2.380%	1	DW-38L/D-38L
38R	224-R Whisper Ridge Circle	2.380%	2.380%	1	DW-38R/D-38R
39L	246-L Whisper Ridge Circle	2.380%	2.380%	1	DW-39L/D-39L
39R	246-R Whisper Ridge Circle	2.380%	2.380%	1	DW-39R/D-39R
40L	268-L Whisper Ridge Circle	2.380%	2.380%	1	DW-40L/D-40L
40R	268-R Whisper Ridge Circle	2.380%	2.380%	1	DW-40R/D-40R
41L	290-L Whisper Ridge Circle	2.380%	2.380%	1	DW-41L/D-41L
41R	290-R Whisper Ridge Circle	2.380%	2.380%	1	DW-41R/D-41R
42L	281-L Whisper Ridge Circle	2.380%	2.380%	1	DW-42L/D-42L
42R	281-R Whisper Ridge Circle	2.380%	2.380%	1	DW-42R/D-42R
43L	259-L Whisper Ridge Circle	2.380%	2.380%	1	DW-43L/D-43L
43R	259-R Whisper Ridge Circle	2.380%	2.380%	1	DW-43R/D-43R

10 of 39
2006 000945 0

Unit No.	Street Address	Percentage Share of Common Elements	Percentage Share of Common Expenses	Vote in the Affairs of the Association	Limited Common Element - Deck (D) Driveway (DW)
44L	239-L Whisper Ridge Circle	2.380%	2.380%	1	DW-44L/D-44L
44R	239-R Whisper Ridge Circle	2.380%	2.380%	1	DW-44R/D-44R
TOTAL		**100.000%**	**100.000%**	**42**	

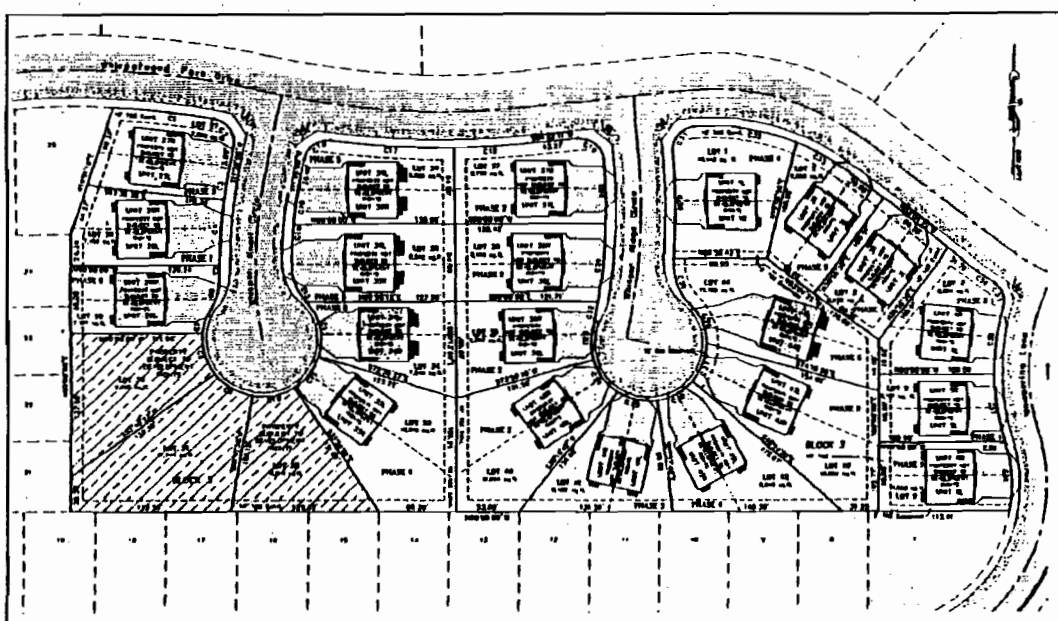
2006-000945-0
11 of 39

PLAT AND PLANS

(Declaration Schedule A-3)

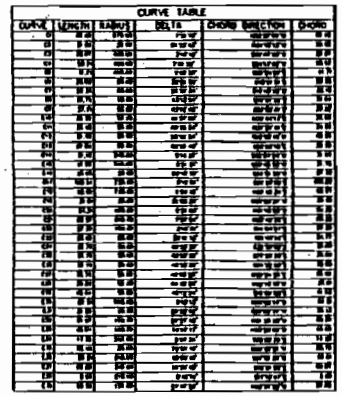
2006-4

2006-000945-0



WHISPERWOOD HILL CONDOMINIUMS
PHASE 6

SHEET 1 OF 3

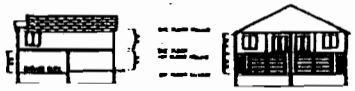


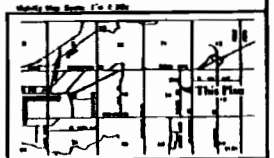
CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD

UNFINISHED UPPER SURFACES OF FLOORS TO UNFINISHED LOWER SURFACES OF CEILING BEARING STRUCTURE HEIGHTS

NOT TO SCALE





A CONDOMINIUM PLAT OF:

WHISPERWOOD HILL CONDOMINIUMS

PHASE 6

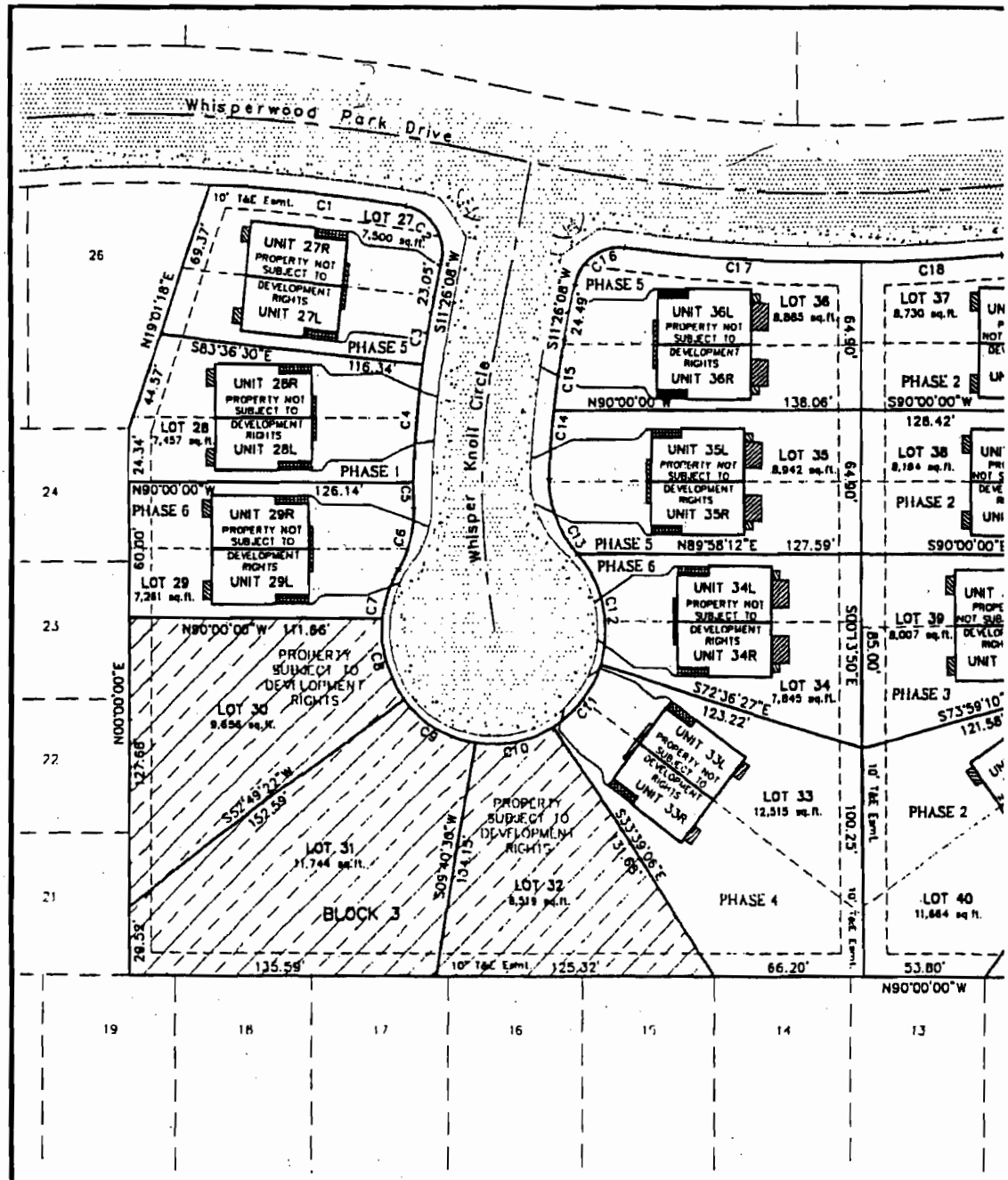
LOCATED ON

Lantech

PLANNERS ENGINEERS

2006-000945-0

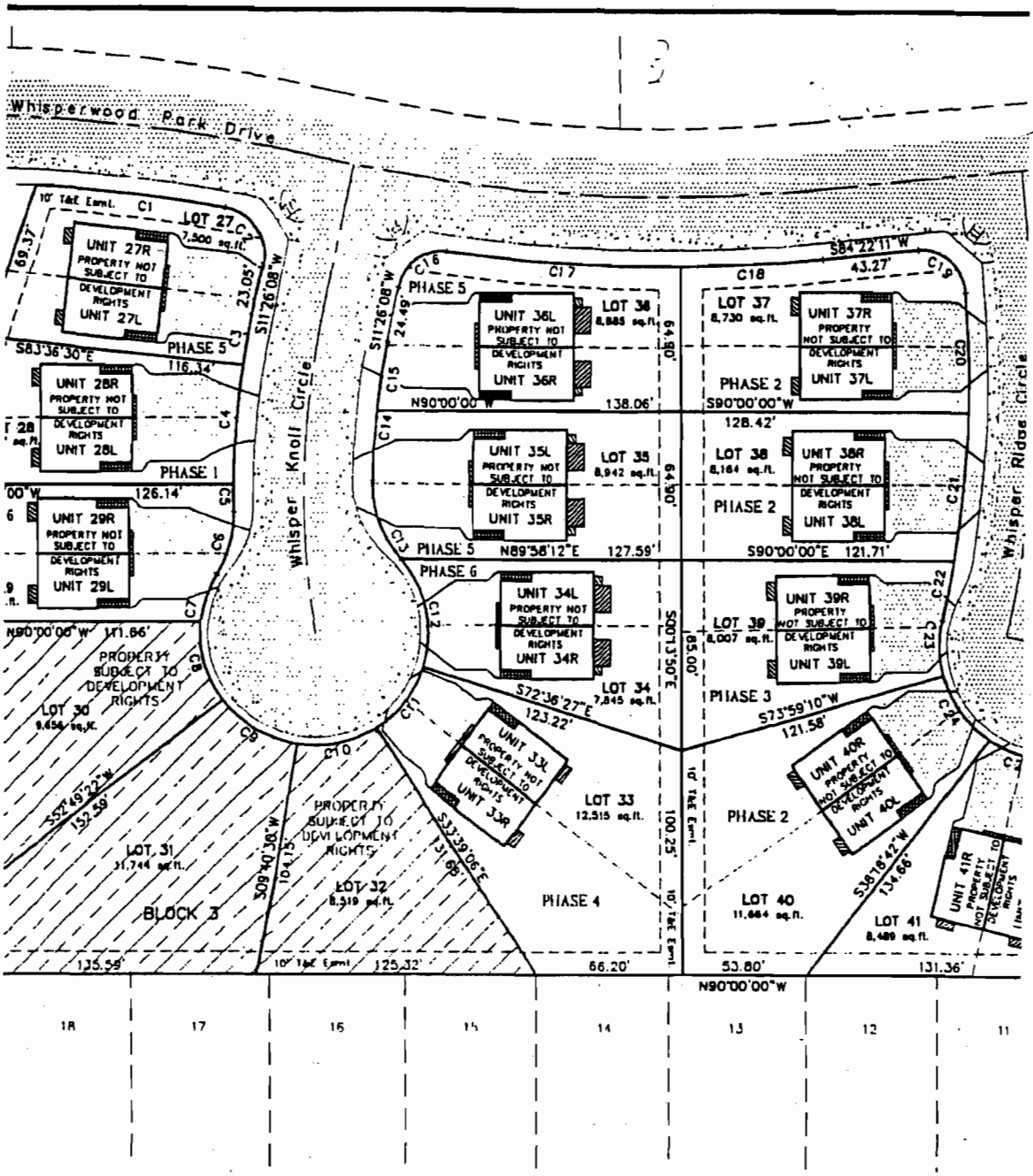
13 of 39



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C1	85.98	670.00	7°21'10"	N83°37'09"W	85.92
C2	31.90	20.00	91°22'43"	N34°15'13"W	28.62
C3	23.07	400.00	3°18'18"	S09°47'00"W	23.07
C4	53.71	400.00	7°41'39"	S04°17'02"W	53.67
C5	11.71	400.00	1°40'36"	S00°24'07"E	11.71
C6	28.68	50.00	32°51'36"	N15°11'21"E	28.28
C7	22.36	50.00	25°37'34"	S18°48'22"W	22.18
C8	37.73	50.00	43°13'54"	S15°37'22"E	36.84
C9	37.71	50.00	43°12'43"	S58°50'41"E	36.82

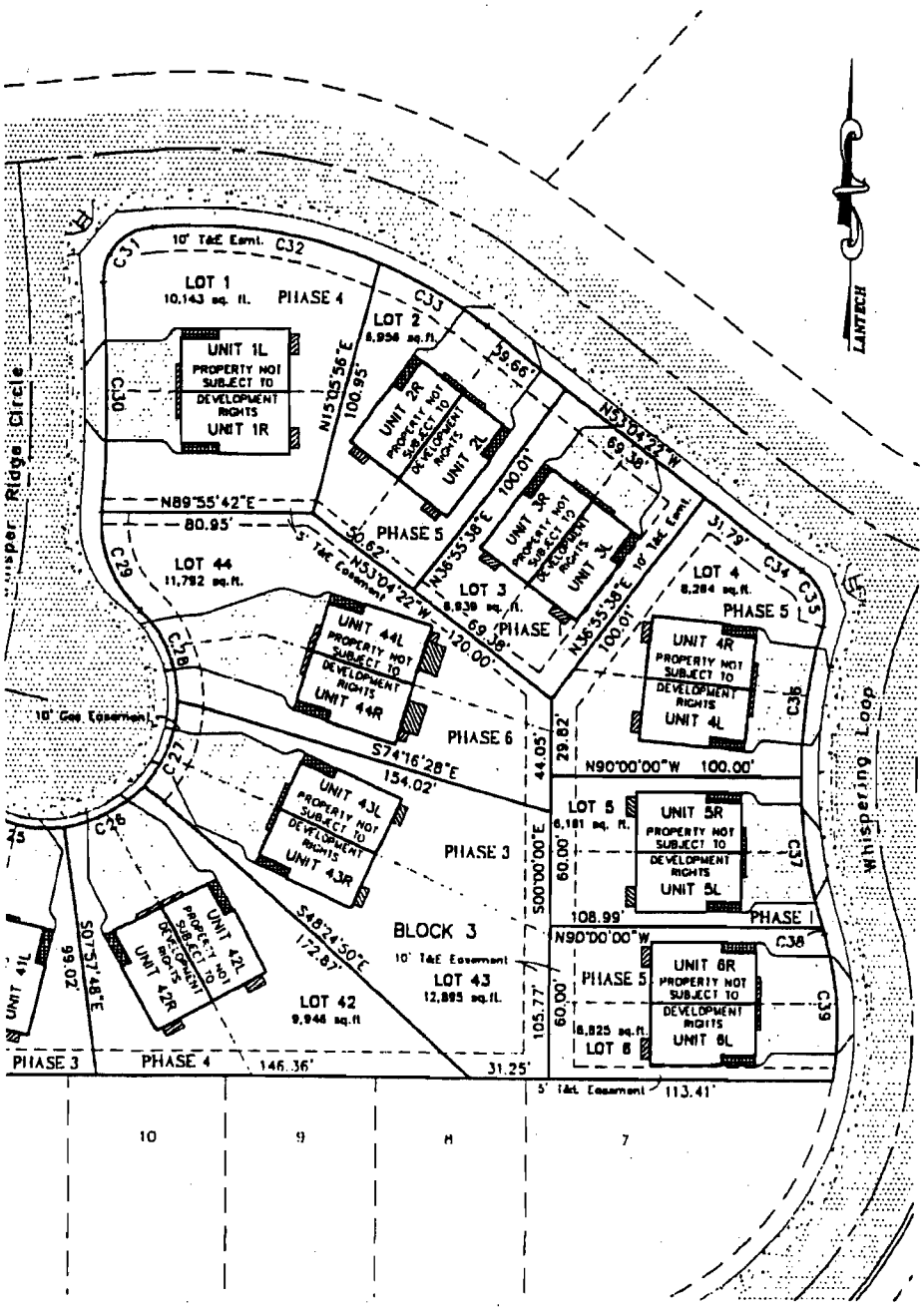
LEGEN

2006-000945-0



CURVE TABLE				
NGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
85.86	670.00	7°21'10"	N83°37'06"W	85.82
31.80	20.00	91°22'43"	N34°15'13"W	28.62
23.07	400.00	3°18'18"	S09°47'00"W	23.07
53.71	400.00	7°41'39"	S04°17'02"W	53.67
11.71	400.00	1°40'30"	S00°24'07"E	11.71

LEGEND:



CERTIFICATE OF COMPLI

SECTION 34.08.080 OF THE I
DECLARATION FOR A CONDO
PART OF THE DECLARATION
CERTIFICATE OF COMPLETION
STRUCTURAL COMPONENTS A
COMPRISING A UNIT OF THE
ACCORDANCE WITH THE PLA

I DO HEREBY CERTIFY THAT
ARE SUBSTANTIALLY IN ACC

HOFFMAN P. ANTHONY, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

NOTARY ACKNOWLEDGM

SUBSCRIBED AND SWORN TO

FOR: ANTHONY P. HOFFMAN

08/21/08

MY COMMISSION EXPIRES

SURVEYOR'S CERTIFICAT

SECTION 34.08.170 OF THE C
CERTIFICATION BE MADE WHC
AS SET FORTH IN SECTION 3

I DO HEREBY CERTIFY THAT
THE UNITS ACCURATELY SUR
INFORMATION REQUIRED BY A
AND PLANS FILED HEREWITH.
DIMENSIONS DEPICTED ON TH
CONSTRUCTION DRAWINGS AN

ANTHONY P. HOFFMAN, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

OWNERS CERTIFICATE

THE UNDERSIGNED, DOES HERE
3, WHISPERWOOD SUBDIVISON-
UNDER PLAT NO. 2004-122, I
JUDICIAL DISTRICT, STATE OF
SUBDIVISION-PHASE 2 ACCORI
2004-138, RECORDS OF THE
STATE OF ALASKA. LOCATED
SECTION 14, TOWNSHIP 13 NOI
ANCHORAGE RECORDING DISTR

THE UNDERSIGNED AS DECLAR
HILL, RECORDED ON THE 4TH
AND AS SET FORTH IN PLAT I
JUDICIAL DISTRICT, STATE OF
ON THE 9TH DAY OF MAY, 20
ANCHORAGE RECORDING DISTR
AMENDED BY AMENDMENT NO.
RECORDING NO. 2005-052228
JUDICIAL DISTRICT STATE OF
ON THE 15TH DAY OF AUGUST
ANCHORAGE RECORDING DISTR
AMENED BY AMENDMENT NO.
SERIAL RECORDING NO. 2005-
JUDICIAL DISTRICT, STATE OF
COMMON INTEREST OWNERSHIP
THE CREATION OF THE UNITS

2006-000945-0

WHISPERWOOD HILL CONDOMINIUMS
PHASE 6

A COMMON INTEREST COMMUNITY

F COMPLETION

) OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT PROVIDES THAT A A CONDOMINIUM MAY NOT BE RECORDED AND A PLAT OR PLAN THAT IS LARATION FOR A CONDOMINIUM MAY NOT BE FILED UNLESS A MPLETION IS RECORDED WITH THE DECLARATION AS EVIDENCE THAT THE PONENTS AND MECHANICAL SYSTEMS OF EACH BUILDING CONTAINING OR IT OF THE CONDOMINIUM ARE COMPLETED SUBSTANTIALLY IN I THE PLAT AND PLANS.

TIFY THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS LY IN ACCORDANCE WITH THE PLANS.

ONEY, PLS

1 #200
KA 99503

OWLEDGMENT

SWORN TO BEFORE ME THIS 21 DAY OF DECEMBER 2005.

HOFFMAN

8

XPIRES

NOTARY PUBLIC

ERTIFICATE

) OF THE COMMON INTEREST OWNERSHIP ACT REQUIRES THAT A MADE WHICH STATES THAT PLAT AND PLAN CONTAINS THE INFORMATION SECTION 34.08.170.

TIFY THAT THIS PLAT AND PLANS ARE A TRUE AND CORRECT LAYOUT OF ATELY SURVEYED TO DEPICT AN AS-BUILT SURVEY AND THAT THE UIRED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THE PLAT HEREWITH. THE VERTICAL AND HORIZONTAL BOUNDARIES AND ITED ON THE PLANS ARE REPRODUCED DIRECTLY FROM ACTUAL AWINGS AND ACCORDINGLY ARE NOT INCLUDED IN THIS CERTIFICATION

MAN, PLS

1 #200
KA 99503

TICATE

DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOTS 27-36, BLOCK SUBDIVISON-PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED 2004-122, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD STATE OF ALASKA; AND LOTS 1-6 AND 37-44 BLOCK 3, WHISPERWOOD E 2 ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NO. 05 OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, . LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA, RDING DISTRICT.

AS DECLARANT UNDER THAT CERTAIN DECLARATION FOR WHISPERWOOD N THE 4TH DAY OF MARCH, 2005, UNDER SERIAL NO. 2005-013803-0 H IN PLAT NO. 2005-22 IN THE ANCHORAGE RECORDING DISTRICT, THIRD STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 1, RECORDED OF MAY, 2005 AT SERIAL RECORDING NO. 2005-030590-0 IN THE RDING DISTRICT, THIRD JUDICIAL DISTRICT STATE OF ALASKA, AND AS DMENT NO. 2, RECORDED ON THE 27TH DAY OF JULY, 2005 AT SERIAL 05-052726-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO 3, RECORDED OF AUGUST, 2005 AT SERIAL RECORDING NO. 2005-057884-0 IN THE RDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS MENT NO. 4, RECORDED ON THE 16TH DAY OF NOVEMBER, 2005 AT NO. 2005-083197-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD STATE OF ALASKA, PURSUANT TO SECTION 34.08.100 OF THE ALASKA OWNERSHIP ACT DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT THE UNITS AND COMMON ELEMENTS AS SHOWN HEREIN.

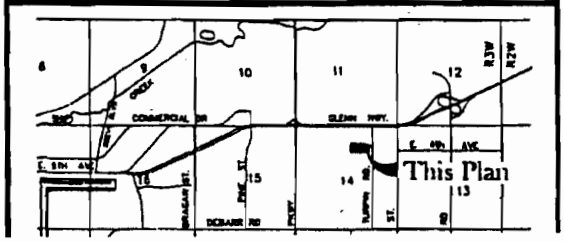
NOTES:

1) ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND DECIMAL PORTIONS OF FEET.
2) ALL BUILDING TIES ARE AT 90° TO THE PROPERTY LINES UNLESS OTHERWISE NOTED.
3) ELEVATION DATUM FOR THE BUILDINGS IS GREATER ANCHORAGE AREA BOROUGH, POST QUAKE, U.S. GEODETIC SURVEY, MEAN SEA LEVEL OF 1972.
4) EACH UNIT IS DESIGNATED BY A NUMBER INDICATING THE DESIGNATION OF THE UNIT WITHIN THE PROJECT(i.e. UNIT 1R).
5) THIS PROJECT IS LOCATED ON LOTS 27-36 BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT 2004-122, AND LOTS 1-6 & 37-44, BLOCK 3, WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT 2004-138 WITHIN NW 1/4 OF NE 1/4, SEC. 14, T13N, R3W, S.M. ALASKA, ANCHORAGE RECORDING DISTRICT.
6) THE CONDOMINIUM DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE "COMMON INTEREST OWNERSHIP ACT", ALASKA STATUTE 34.08.
7) AREAS OUTSIDE OF UNIT BOUNDARIES AND LIMITED COMMON ELEMENTS, AS SPECIFIED IN THE DECLARATION, ARE COMMON ELEMENTS.
8) 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, SIGN, 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.
9) UNIT BOUNDARIES SHOWN ON THIS SHEET ARE ACTUAL UNIT BOUNDARIES DEFINITION OF UNIT IN ARTICLE IV
10) 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.
11) EACH UNIT HAS A LIMITED COMMON ELEMENT DRIVE.
12) DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
13) AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 158,522 S.F. = 3.64 AC.
14) DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e.4'=4.00')
15) FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED MARCH 4TH, 2005, SERIAL 2005-013803-0, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
16) 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
17) UNIT OWNERS MAY CONSTRUCT A LIMITED COMMON ELEMENT FENCE ENCLOSING THEIR YARD IN ACCORDANCE WITH SECTION 6.1(c) OF THE DECLARATION AT THE LOCATIONS SHOWN ON THE PLAT AS "UNIT OWNER" FENCE LOCATION.
18) FENCE FOR UNITS 27R, 36L AND 37R SHALL BE FOUR(4) FEET IN HEIGHT WITHIN THE TEN FOOT SECONDARY FRONT YARD SETBACK ADJACENT TO WHISPERWOOD YARD DRIVE.

PHASE 1 DEC 9 2004 LOTS 3, 5 & 28
PHASE 2 FEB 14 2005 LOTS 37, 38 & 40
PHASE 3 JULY 2 2005 LOTS 39, 41 & 43
PHASE 4 JULY 25 2005 LOTS 1, 33 & 42
PHASE 5 OCT 20 2005 LOTS 2, 4, 6, 27, 35 & 36
PHASE 6 DEC 19 2005 LOTS 29, 34 & 44

SHEET 1 OF 3

Vicinity Map Scale: 1"= 1 Mile



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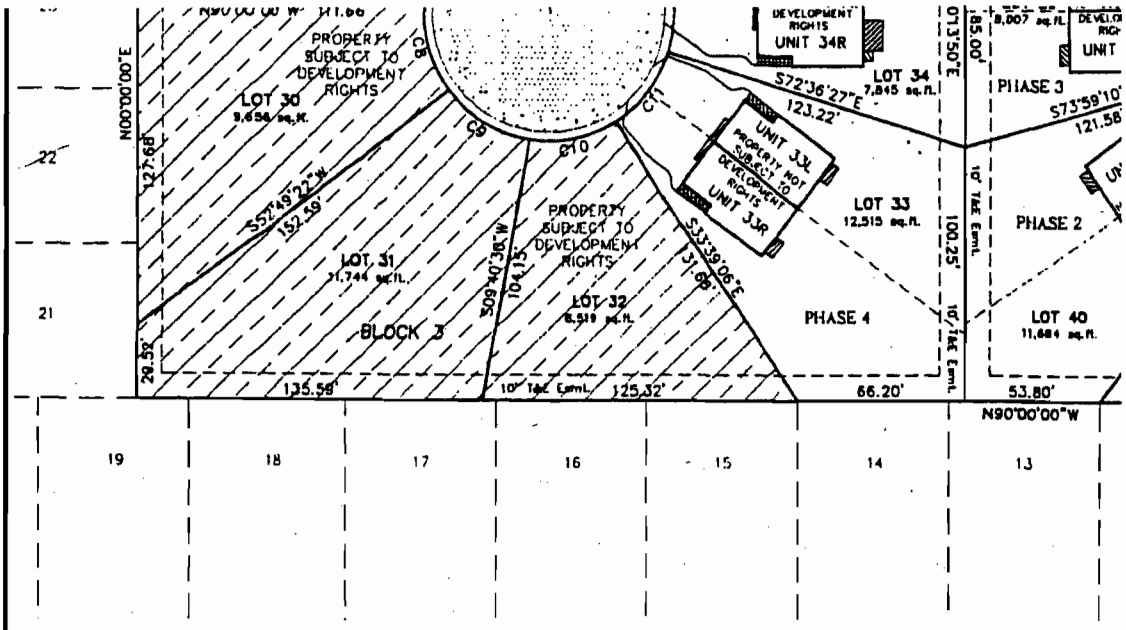
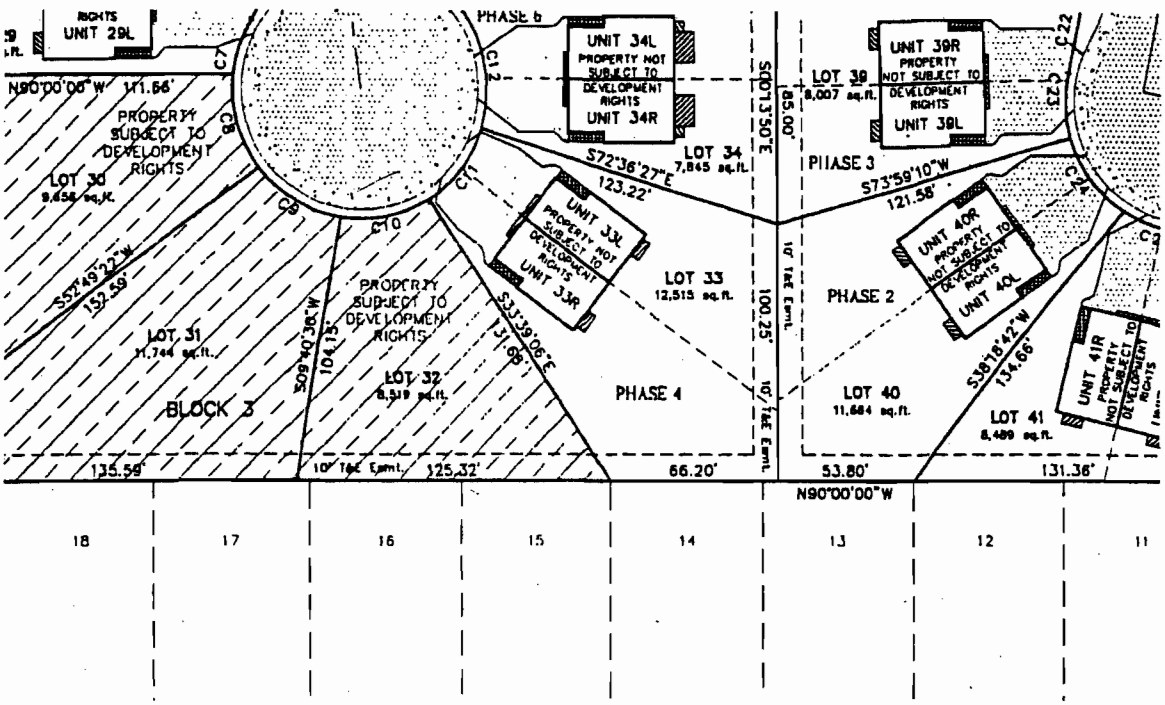


CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C1	85.98	670.00	7°21'10"	N83°37'09"W	85.92
C2	31.90	20.00	91°22'43"	N34°15'13"W	28.62
C3	23.07	400.00	3°18'18"	S09°47'00"W	23.07
C4	53.71	400.00	7°41'38"	S04°17'02"W	53.67
C5	11.71	400.00	1°40'39"	S00°24'07"E	11.71
C6	28.68	50.00	32°51'36"	N15°11'21"E	28.28
C7	22.36	50.00	25°37'34"	S18°48'22"W	22.18
C8	37.73	50.00	43°13'54"	S15°37'22"E	36.84
C9	37.71	50.00	43°12'43"	S58°50'41"E	36.82
C10	36.32	50.00	41°37'29"	N78°44'13"E	35.53
C11	35.42	50.00	40°35'34"	N37°37'41"E	34.69
C12	51.43	50.00	58°56'24"	N12°08'18"W	49.20
C13	37.04	50.00	42°26'40"	S20°23'10"E	36.20
C14	31.10	340.00	5°14'27"	S03°27'24"W	31.09
C15	31.80	340.00	5°21'31"	S08°45'23"W	31.79
C16	30.08	20.00	86°10'39"	S54°31'28"W	27.33
C17	108.14	730.00	8°19'51"	S86°33'08"E	108.05
C18	62.59	730.00	4°54'46"	N86°49'34"E	62.57
C19	31.81	20.00	91°08'25"	N50°03'37"W	28.56
C20	54.31	490.00	6°21'03"	N01°18'53"W	54.28
C21	65.27	490.00	7°37'54"	N05°40'35"E	65.22
C22	27.20	490.00	3°10'51"	N11°04'57"E	27.20
C23	25.03	50.00	28°41'13"	S01°40'14"E	24.77
C24	35.78	50.00	40°58'29"	S36°30'05"E	35.00
C25	35.78	50.00	40°58'29"	S77°28'33"E	35.00
C26	35.78	50.00	40°58'29"	N61°32'58"E	35.00
C27	35.78	50.00	40°58'29"	N20°34'29"E	35.00
C28	38.89	50.00	44°40'50"	N22°15'10"W	38.01
C29	42.94	50.00	49°12'24"	S19°59'23"E	41.63
C30	89.31	550.00	9°18'13"	N00°02'17"W	89.21
C31	31.20	20.00	89°22'02"	S39°39'37"W	28.13
C32	91.07	190.00	27°27'43"	N81°35'30"W	90.20
C33	49.04	190.00	14°47'17"	N60°28'00"W	48.90
C34	17.35	250.00	3°58'34"	S59°03'39"E	17.35
C35	25.48	20.00	72°58'10"	N20°33'21"W	23.79
C36	59.21	210.00	16°09'16"	S07°31'36"W	59.01
C37	60.86	210.00	16°36'40"	S08°31'22"E	60.67
C38	2.58	210.00	0°42'11"	S17°10'47"E	2.58
C39	58.22	120.00	27°47'59"	N03°37'53"W	57.65

LEGEN



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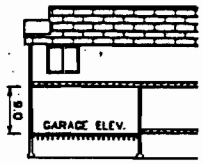
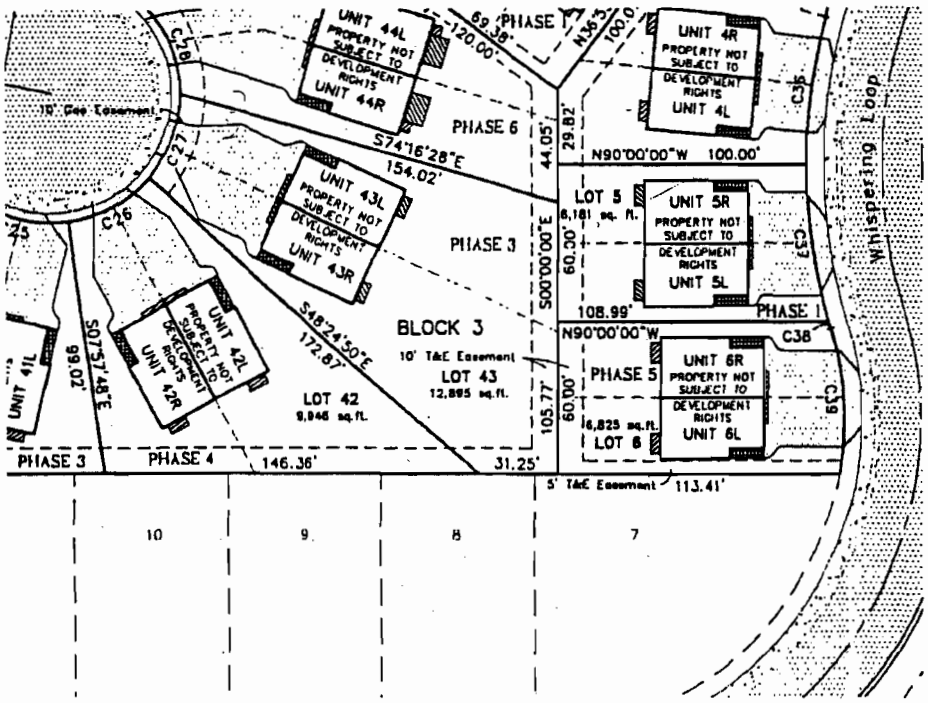
53.71	400.00	7°41'39"	S04°17'02"W	53.67
11.71	400.00	1°40'39"	S00°24'07"E	11.71
28.88	50.00	32°31'36"	N15°11'21"E	28.28
22.36	50.00	25°37'34"	S18°48'22"W	22.18
37.73	50.00	43°13'54"	S15°37'22"E	36.84
37.71	50.00	43°12'43"	S58°50'41"E	36.82
36.37	50.00	41°37'28"	N78°44'13"E	35.53
35.42	50.00	40°35'34"	N37°37'41"E	34.69
51.43	50.00	58°56'24"	N12°08'18"W	49.20
37.04	50.00	42°26'40"	S20°23'10"E	36.20
31.10	340.00	5°14'27"	S03°27'24"W	31.09
31.80	340.00	5°21'31"	S08°45'23"W	31.79
30.06	20.00	86°10'39"	S54°31'28"W	27.33
106.14	730.00	8°19'51"	S86°33'08"E	106.05
82.59	730.00	6°54'48"	N86°49'34"E	82.57
31.81	20.00	91°08'25"	N50°03'37"W	28.56
54.31	490.00	6°21'03"	N01°18'53"W	54.28
65.27	490.00	7°37'54"	N05°40'35"E	65.22
27.20	490.00	3°10'51"	N11°04'57"E	27.20
25.03	50.00	28°41'13"	S01°40'14"E	24.77
35.76	50.00	40°58'29"	S36°30'05"E	35.00
35.76	50.00	40°58'29"	S77°28'33"E	35.00
35.76	50.00	40°58'29"	N61°32'58"E	35.00
35.76	50.00	40°58'29"	N20°34'29"E	35.00
38.99	50.00	44°40'50"	N22°15'10"W	38.01
42.94	50.00	49°12'24"	S19°59'23"E	41.63
88.31	550.00	9°18'13"	N00°02'17"W	88.21
31.20	20.00	89°22'02"	S38°39'37"W	28.13
91.07	190.00	27°27'43"	N81°35'30"W	90.20
49.04	190.00	14°47'17"	N60°28'00"W	48.90
17.35	250.00	3°58'34"	S55°03'39"E	17.35
25.48	20.00	72°59'10"	N20°33'21"W	23.79
58.21	210.00	15°09'16"	S07°51'38"W	58.01
60.88	210.00	16°36'40"	S08°31'22"E	60.67
2.58	210.00	0°42'11"	S17°10'47"E	2.58
58.22	120.00	27°47'58"	N03°37'53"W	57.65

LEGEND:

- Concrete
- Paved Drive (must be built)
- Overhang
- Deck
- Existing Pavement

UNFINISHE
LOWER SURF





08/21/08

MY COMMISSION EXPIRES

SURVEYOR'S CERTIFICAT

SECTION 34.08.170 OF THE C
CERTIFICATION BE MADE WHC
AS SET FORTH IN SECTION 3

I DO HEREBY CERTIFY THAT
THE UNITS ACCURATELY SUR
INFORMATION REQUIRED BY A
AND PLANS FILED HEREWITH.
DIMENSIONS DEPICTED ON TH
CONSTRUCTION DRAWINGS AN

ANTHONY P. HOFFMAN, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

OWNERS CERTIFICATE

THE UNDERSIGNED, DOES HERI
3, WHISPERWOOD SUBDIVISON-
UNDER PLAT NO. 2004-122, I
JUDICIAL DISTRICT, STATE OF
SUBDIVISION-PHASE 2 ACCOR
2004-138, RECORDS OF THE
STATE OF ALASKA. LOCATED
SECTION 14, TOWNSHIP 13 NO
ANCHORAGE RECORDING DISTR

THE UNDERSIGNED AS DECLAR
HILL, RECORDED ON THE 4TH
AND AS SET FORTH IN PLAT I
JUDICIAL DISTRICT, STATE OF
ON THE 9TH DAY OF MAY, 20
ANCHORAGE RECORDING DISTR
AMENDED BY AMENDMENT NO.
RECORDING NO. 2005-052726
JUDICIAL DISTRICT STATE OF
ON THE 15TH DAY OF AUGUS
ANCHORAGE RECORDING DISTR
AMENED BY AMENDMENT NO.
SERIAL RECORDING NO. 2005-
JUDICIAL DISTRICT, STATE OF
COMMON INTEREST OWNERSHIP
THE CREATION OF THE UNITS

OWNER
MULTOUIST HOMES INC.
360 EAST 100TH AVENUE
ANCHORAGE, AK. 99515

NOTARY ACKNOWLEDGME

SUBSCRIBED AND SWORN TO I

FOR:

9-12-06

MY COMMISSION EXPIRES

BENEFICIARY:

KEY BANK OF WASHINGTON
901 108TH AVENUE NE NA
BELLEVUE, WA 98004
KATHLEEN HERDLEIN
VICE PRESIDENT

NOTARY ACKNOWLEDGME

SUBSCRIBED AND SWORN TO B

FOR: KATHLEEN S.
NATIONAL A

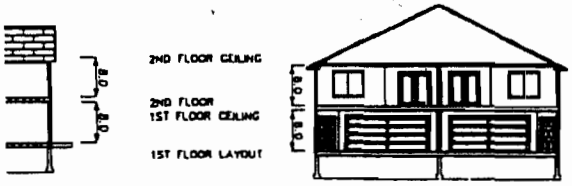
FEB 8, 2009

My commission expires

STATE OF ALASKA
12-27-05
49 III
Anthony P. Hoffman
LS-9020
Registered Professional Land Surveyor

:D UPPER SURFACES OF FLOORS TO UNFINISHED
'ACES OF CEILING BEARING STRUCTURE HEIGHTS

NOT TO SCALE



PIRES NOTARY PUBLIC

RTIFICATE

OF THE COMMON INTEREST OWNERSHIP ACT REQUIRES THAT A ADE WHICH STATES THAT PLAT AND PLAN CONTAINS THE INFORMATION ECTION 34.08.170.

FY THAT THIS PLAT AND PLANS ARE A TRUE AND CORRECT LAYOUT OF TELY SURVEYED TO DEPICT AN AS-BUILT SURVEY AND THAT THE RED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THE PLAT EREWITH. THE VERTICAL AND HORIZONTAL BOUNDARIES AND ED ON THE PLANS ARE REPRODUCED DIRECTLY FROM ACTUAL WINGS AND ACCORDINGLY ARE NOT INCLUDED IN THIS CERTIFICATION

AN, PLS

#200
A 99503

CATE

DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOTS 27-36, BLOCK ISDIVISON-PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED 104-122, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD STATE OF ALASKA; AND LOTS 1-8 AND 37-44 BLOCK 3, WHISPERWOOD 2 ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NO. 5 OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF HIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA, ING DISTRICT.

AS DECLARANT UNDER THAT CERTAIN DECLARATION FOR WHISPERWOOD THE 4TH DAY OF MARCH, 2005, UNDER SERIAL NO. 2005-013803-0 IN PLAT NO. 2005-22 IN THE ANCHORAGE RECORDING DISTRICT, THIRD STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 1, RECORDED F MAY, 2005 AT SERIAL RECORDING NO. 2005-030580-0 IN THE ING DISTRICT, THIRD JUDICIAL DISTRICT STATE OF ALASKA, AND AS MENT NO. 2, RECORDED ON THE 27TH DAY OF JULY, 2005 AT SERIAL 5-052226-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO 3, RECORDED OF AUGUST, 2005 AT SERIAL RECORDING NO. 2005-057894-0 IN THE ING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS MENT NO. 4, RECORDED ON THE 16TH DAY OF NOVEMBER, 2005 AT NO 2005-083197-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD STATE OF ALASKA, PURSUANT TO SECTION 34.08.100 OF THE ALASKA OWNERSHIP ACT DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT HE UNITS AND COMMON ELEMENTS AS SHOWN HEREIN.

NC
VENUE
3515

WLEDGMENT

WORN TO BEFORE ME THIS 28th DAY OF December 2005.

PIRES NOTARY PUBLIC

SANDRA L. ANDREWS NOTARY PUBLIC STATE OF ALASKA

AUTHORIZED SIGNER/POSITION
NE NATIONAL ASSOCIATION
M
I

HOLMBERG NOTARY PUBLIC STATE OF WASHINGTON 1-08-09

WLEDGMENT

WORN TO BEFORE ME THIS 30th DAY OF DECEMBER 2005.
ED S. HEDLEIN, VICE PRESIDENT, KEYBANK
NAL ASSOCIATION

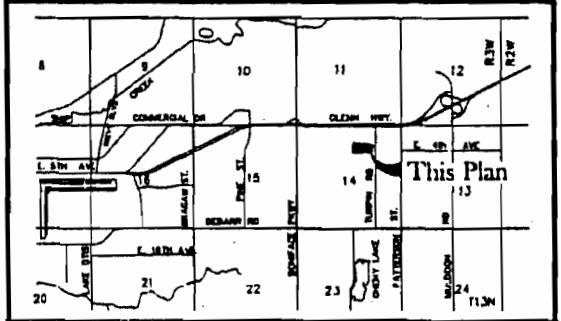
2009
res Notary Public

RESERVATIONS FOR THESE RIGHTS.
9) UNIT BOUNDARIES SHOWN ON THIS SHEET ARE ACTUAL UNIT BOUNDARIES DEFINITION OF UNIT IN ARTICLE IV
10) 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.
11) EACH UNIT HAS A LIMITED COMMON ELEMENT DRIVE.
12) DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
13) AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 158,522 S.F. = 3.64 AC.
14) DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e.4'-4.00')
15) FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED MARCH 4TH, 2005, SERIAL 2005-013803-0, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
16) 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.
17) UNIT OWNERS MAY CONSTRUCT A LIMITED COMMON ELEMENT FENCE ENCLOSING THEIR YARD IN ACCORDANCE WITH SECTION 8.1(c) OF THE DECLARATION AT THE LOCATIONS SHOWN ON THE PLAT AS "UNIT OWNER" FENCE LOCATION.
18) FENCE FOR UNITS 27R, 36L AND 37R SHALL BE FOUR(4) FEET IN HEIGHT WITHIN THE TEN FOOT SECONDARY FRONT YARD SETBACK ADJACENT TO WHISPERWOOD PARD DRIVE.

PHASE 1 DEC 9 2004 LOTS 3, 5 & 28
PHASE 2 FEB 14 2005 LOTS 37, 38 & 40
PHASE 3 JULY 2 2005 LOTS 39, 41 & 43
PHASE 4 JULY 25 2005 LOTS 1, 33 & 42
PHASE 5 OCT 20 2005 LOTS 2, 4, 6, 27, 35 & 36
PHASE 6 DEC 19 2005 LOTS 29, 34 & 44

SHEET 1 OF 3

Vicinity Map Scale: 1" = 1 Mile



A CONDOMINIUM PLAT OF:

WHISPERWOOD HILL CONDOMINIUMS

PHASE 6

ADDING UNITS 29L, 29R, 34L, 34R, 44L & 44R

LOCATED ON:

LOTS 1, 2, 3, 4, 5, 6, 37, 38, 39, 40, 41, 42 & 43, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOT 27, 28, 33, 35 & 36 BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT NO. 2004-122, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

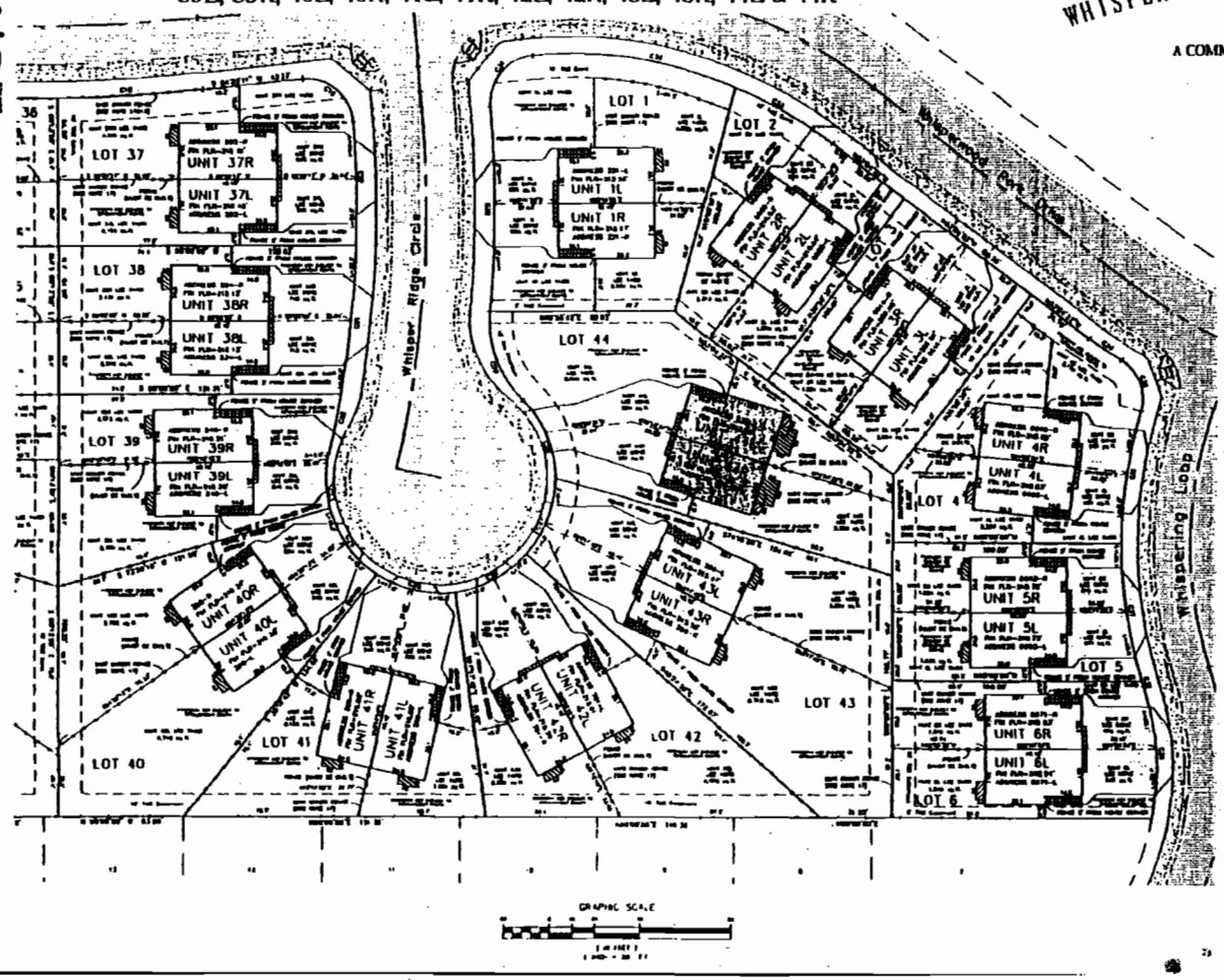
LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ANCHORAGE RECORDING DISTRICT, ALASKA.

lantech
LAND & CONSTRUCTION SURVEYORS-AUTOCAD
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-8628)
PLANNERS
ENGINEERS

GRID: 1239	SCALE: 1"=40'	DATE: DEC. 19/2005	WO# 2003M42
DRAWN BY: CB			

UNITS 1L, 1R, 2L, 2R, 3L, 3R, 4L, 4R, 5L, 5R, 6L, 6R, 37L, 37R, 38L, 38R, 39L, 39R, 40L, 40R, 41L, 41R, 42L, 42R, 43L, 43R, 44L & 44R

WHISPERWOOD HILL CONDOMINIUMS
PHASE 6
A COMMON INTEREST COMMUNITY



LEGEND:

- Concrete
- Limited Common Element Paved Drive (must be built)
- Overhang
- Limited Common Element Deck (must be built)
- Existing Paved Road
- Fence (must be built)
- Unit Owner Fence (see note 17)

SHEET 2 OF 3

A CONDOMINIUM PLAT OF:

WHISPERWOOD HILL CONDOMINIUMS

PHASE 6

LOCATED ON:

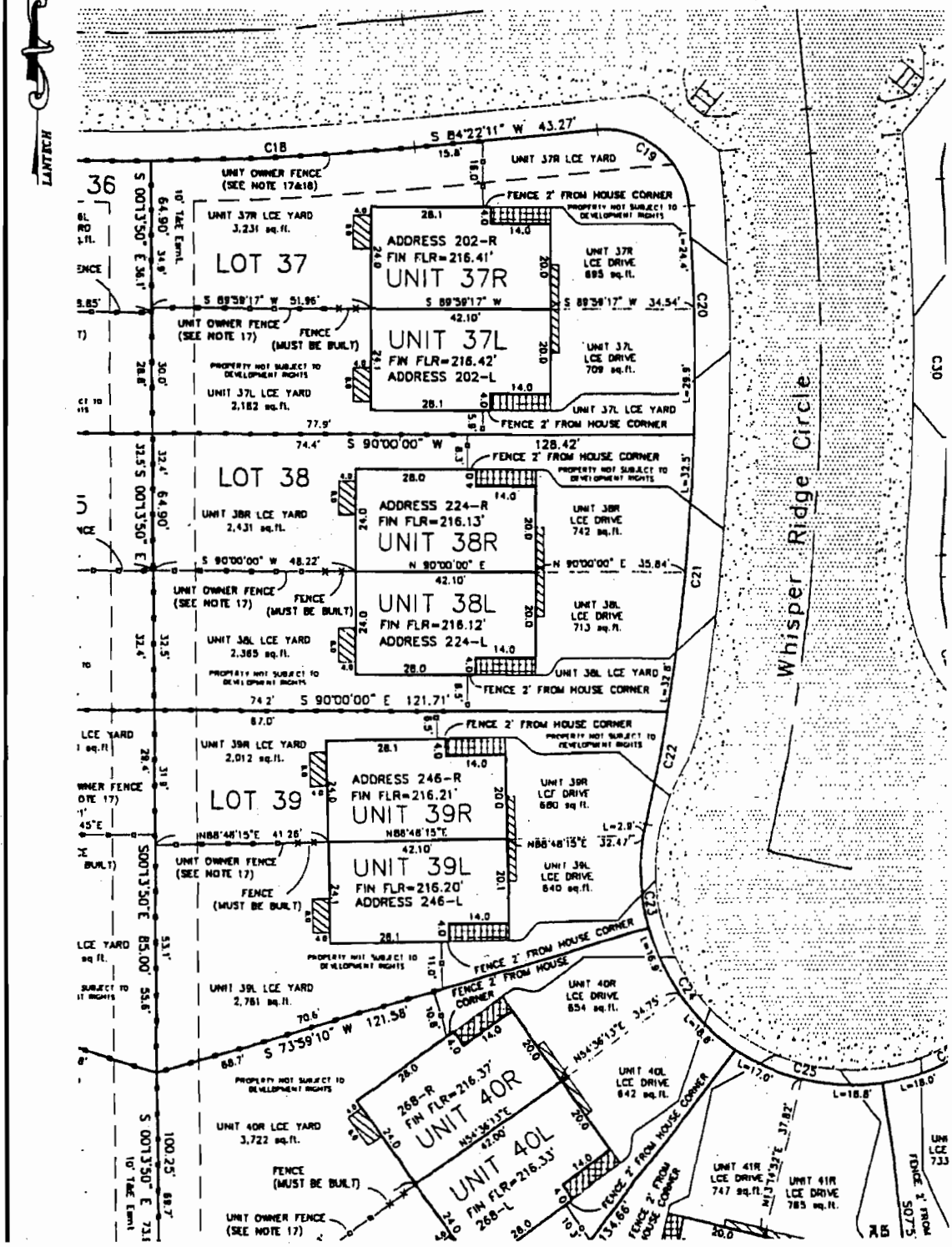
Lantech

LAND & CONSTRUCTION SURVEYORS/AUTHORS

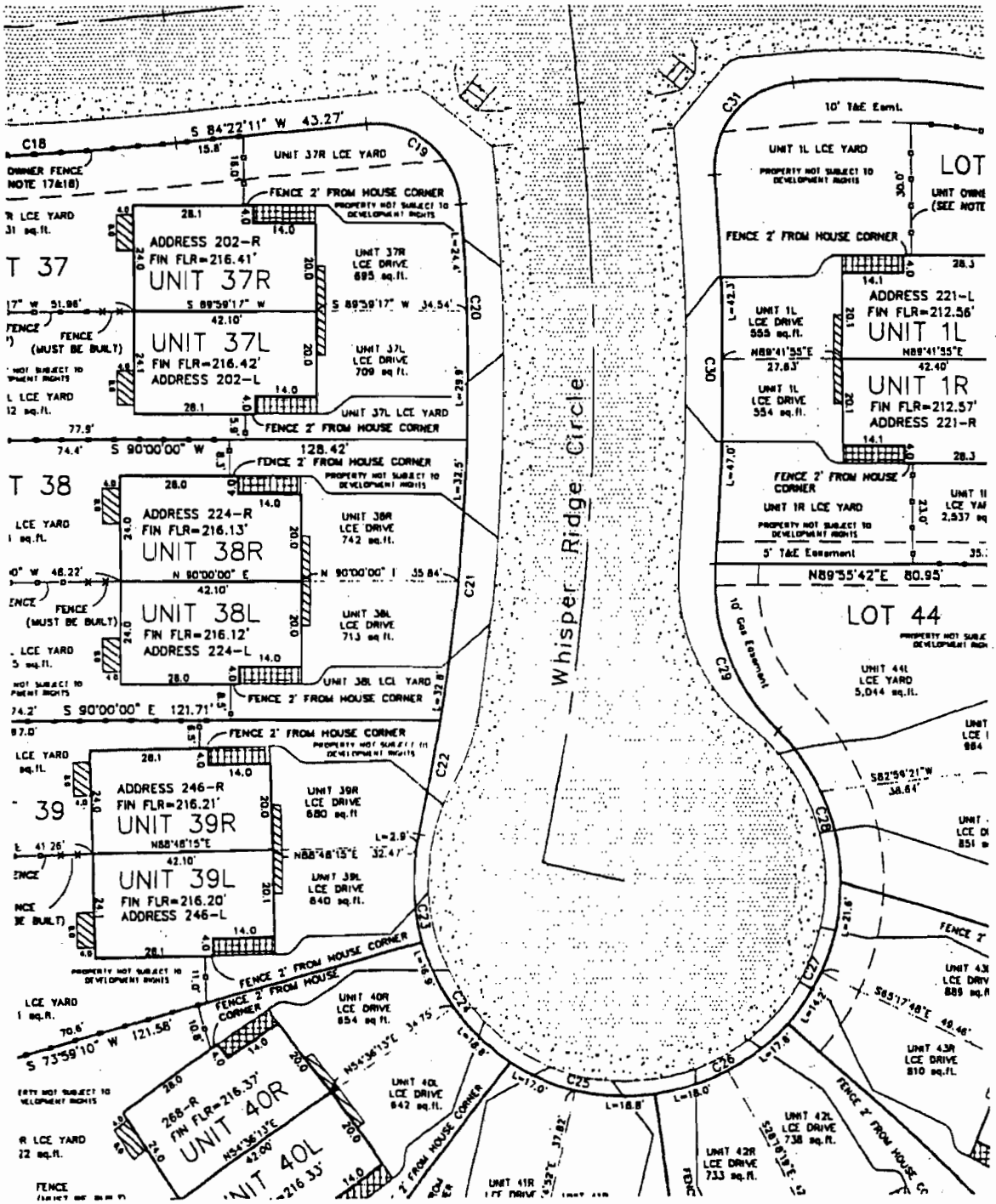
PLANNERS ENGINEERS

22 of 39
2006-000945-0

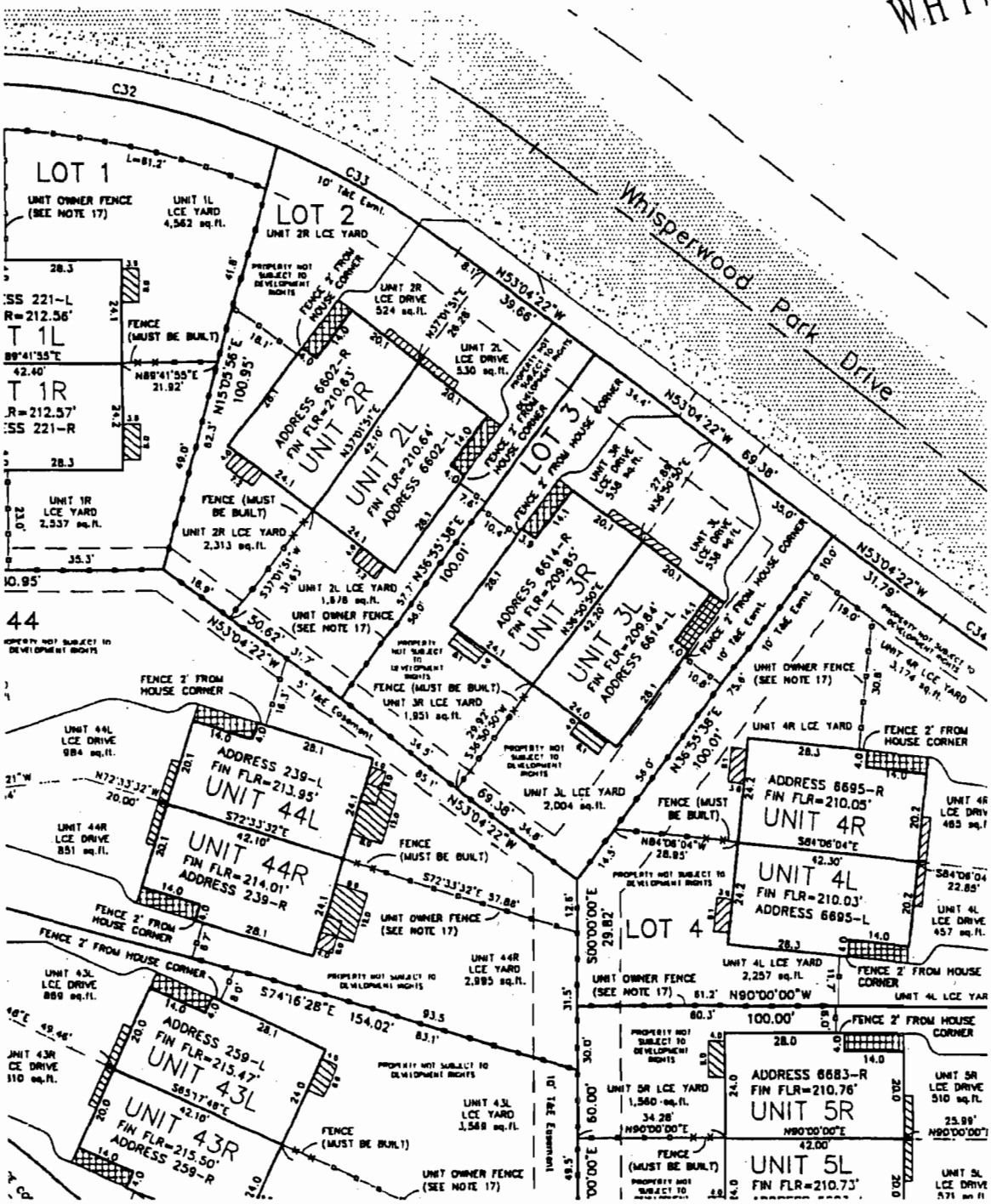
UNITS 1L, 1R, 2L, 2R, 3L, 3R, 4L, 4
39L, 39R, 40L, 40R, 41L, 41R



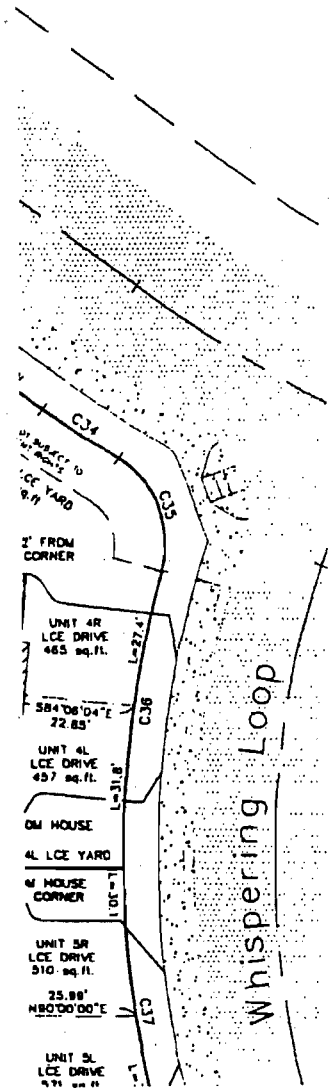
UNITS 1L, 1R, 2L, 2R, 3L, 3R, 4L, 4R, 5L, 5R, 6L
39L, 39R, 40L, 40R, 41L, 41R, 42L, 42R, 43



., 6L, 6R, 37L, 37R, 38L, 38R,
., 43L, 43R, 44L & 44R



HISPERWOOD HILL CONDOMINIUMS
PHASE 6
A COMMON INTEREST COMMUNITY



LEGEND:

- Concrete
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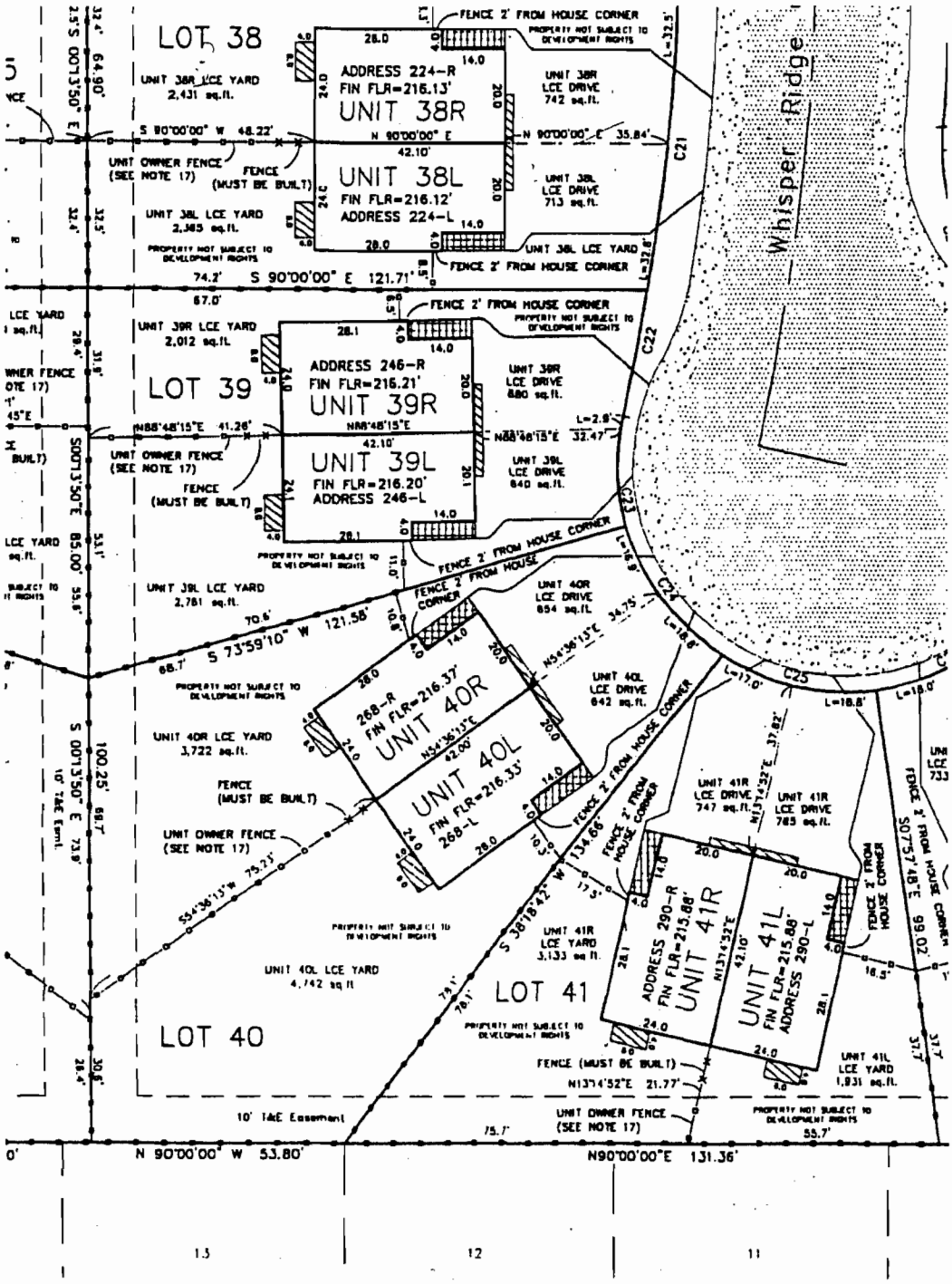
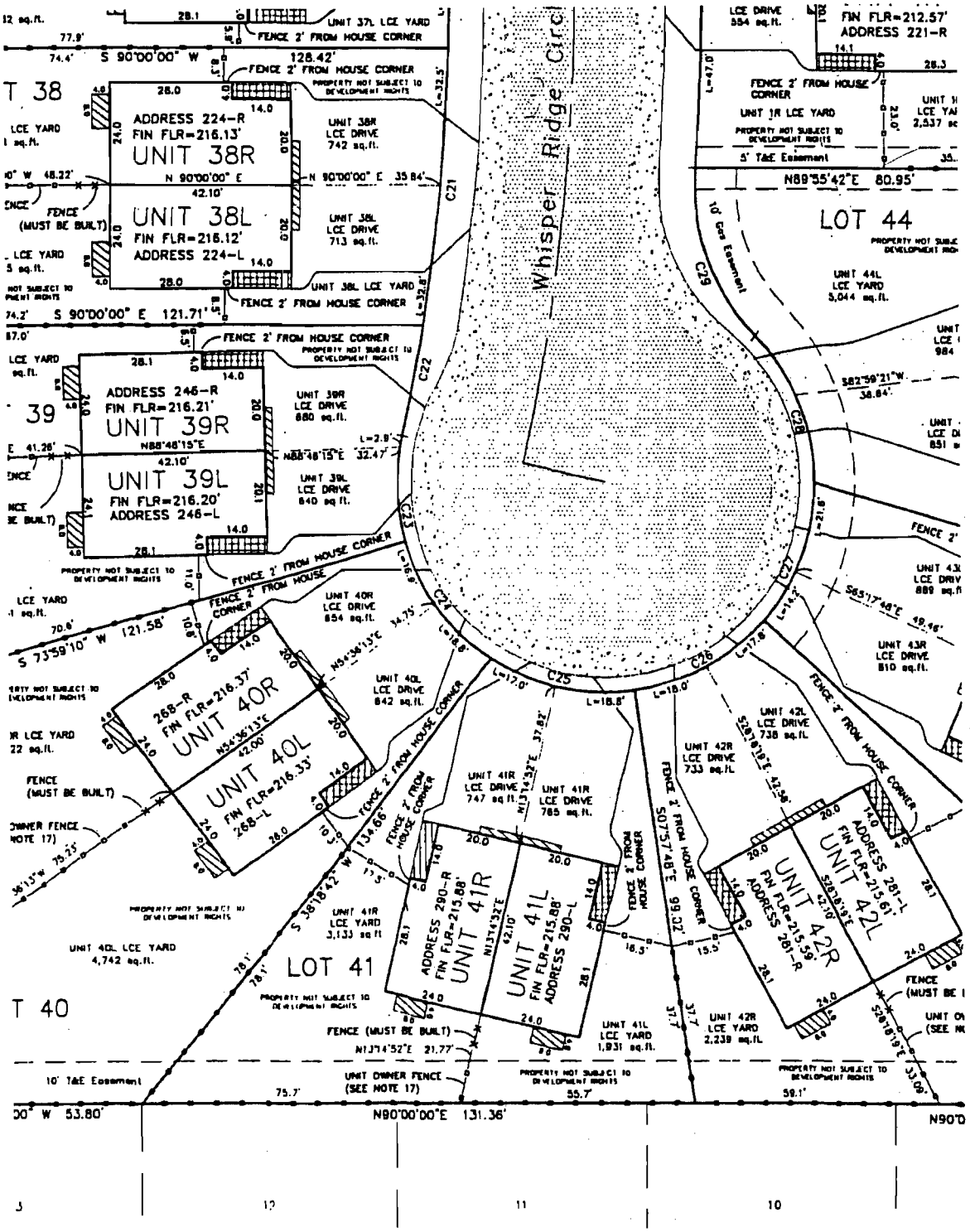
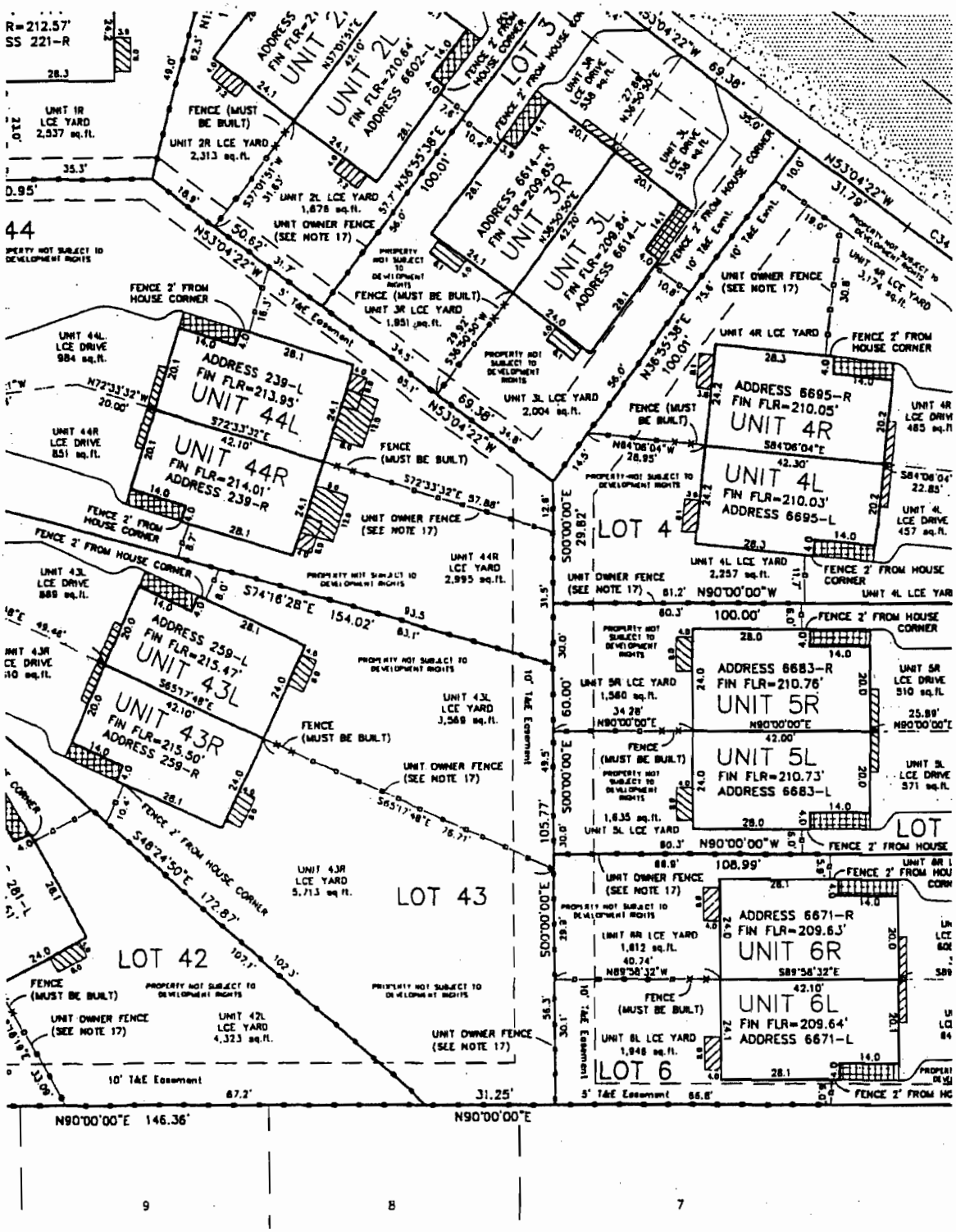
- Overhang
- Limited Common Element Deck (must be built)
- Existing Paved Road
- Fence (must be built)
- Unit Owner Fence (see note 17)

2006-000945-0


LOT 38
ADDRESS 224-R
FIN FLR=216.13'
UNIT 38R
UNIT 38L
FIN FLR=216.12'
ADDRESS 224-L
UNIT 38R LCE YARD
2,431 sq.ft.
UNIT 38R LCE DRIVE
742 sq.ft.
UNIT 38L LCE DRIVE
713 sq.ft.
UNIT 38L LCE YARD
2,365 sq.ft.
UNIT 38L LCE YARD
FENCE 2' FROM HOUSE CORNER
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
S 90°00'00" W 48.22'
N 90°00'00" E 35.84'
UNIT OWNER FENCE (SEE NOTE 17)
FENCE (MUST BE BUILT)
S 90°00'00" E 121.71'
Whisper Ridge
LOT 39
ADDRESS 246-R
FIN FLR=216.21'
UNIT 39R
UNIT 39L
FIN FLR=216.20'
ADDRESS 246-L
UNIT 39R LCE YARD
2,012 sq.ft.
UNIT 39R LCE DRIVE
680 sq.ft.
UNIT 39L LCE DRIVE
640 sq.ft.
UNIT 39L LCE YARD
2,781 sq.ft.
S 73°59'10" W 121.58'
UNIT 40R LCE DRIVE
654 sq.ft.
UNIT 40L LCE DRIVE
642 sq.ft.
UNIT 40R LCE YARD
3,722 sq.ft.
268-R
FIN FLR=216.37'
UNIT 40R
UNIT 40L
FIN FLR=216.33'
268-L
UNIT 41R LCE DRIVE
747 sq.ft.
UNIT 41R LCE DRIVE
785 sq.ft.
UNIT 41R LCE YARD
3,133 sq.ft.
ADDRESS 290-R
FIN FLR=215.88'
UNIT 41R
UNIT 41L
FIN FLR=215.88'
ADDRESS 290-L
UNIT 41L LCE YARD
1,931 sq.ft.
UNIT 40L LCE YARD
4,742 sq.ft.
LOT 41
LOT 40
FENCE (MUST BE BUILT)
N13°14'52"E 21.77'
10' T&E Easement
N 90°00'00" W 53.80'
N90°00'00"E 131.36'
S 00°13'50" E 100.25'
S 38°18'42" W 134.66'
S07°57'48"E 99.02'
C21
C22
C23
C24
C25
13
12
11

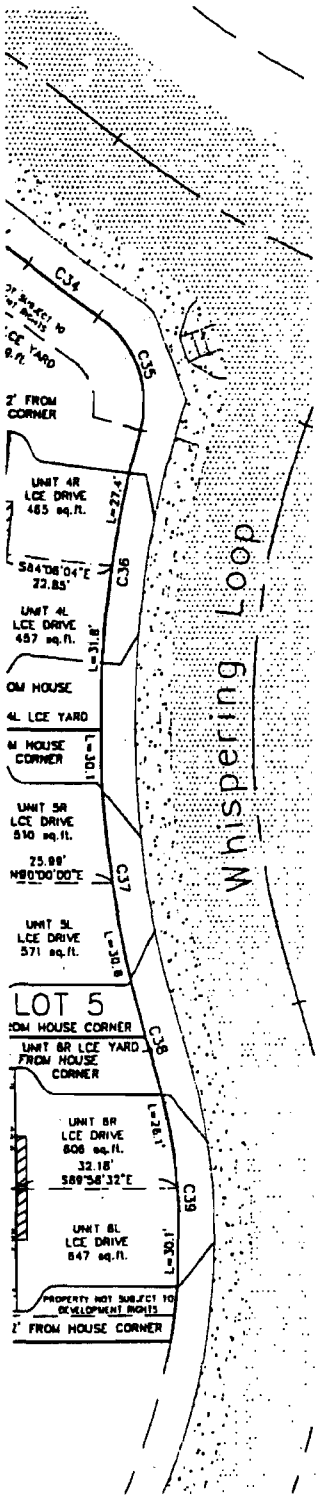

Whisper Ridge Cir
UNIT 38R
ADDRESS 224-R
FIN FLR=216.13'
UNIT 38L
FIN FLR=216.12'
ADDRESS 224-L
UNIT 39R
ADDRESS 246-R
FIN FLR=216.21'
UNIT 39L
FIN FLR=216.20'
ADDRESS 246-L
UNIT 40R
268-R
FIN FLR=216.37'
UNIT 40L
FIN FLR=216.33'
268-L
UNIT 41R
ADDRESS 290-R
FIN FLR=215.88'
UNIT 41L
FIN FLR=215.88'
ADDRESS 290-L
UNIT 42R
FIN FLR=215.59'
ADDRESS 281-R
UNIT 42L
FIN FLR=215.61'
ADDRESS 281-L
LOT 41
LOT 44
FIN FLR=212.57'
ADDRESS 221-R
T 38
T 39
T 40
FENCE 2' FROM HOUSE CORNER
FENCE (MUST BE BUILT)
UNIT OWNER FENCE (SEE NOTE 17)
10' T&E Easement
5' T&E Easement
10' Gas Easement
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
S 90°00'00" W 128.42'
S 90°00'00" E 121.71'
S 73°59'10" W 121.58'
N89°55'42"E 80.95'
N90°00'00"E 131.36'
S82°59'21"W 38.84'
S85°17'48"E 49.46'
GRAPHIC SC
20 0 10 20
(IN FEET
1 INCH = 20



RAPHIC SCALE

20 40 80

(IN FEET)
INCH = 20 FT.



LEGEND:

- Concrete
- Limited Common Element Paved Drive (must be built)
- Overhang
- Limited Common Element Deck (must be built)
- Existing Paved Road
- Fence (must be built)
- Unit Owner Fence (see note 17)

SHEET 2 OF 3

A CONDOMINIUM PLAT OF:

WHISPERWOOD HILL CONDOMINIUMS

PHASE 6

ADDING UNITS 29L, 29R, 34L, 34R, 44L & 44R

LOCATED ON:

LOTS 1, 2, 3, 4, 5, 6, 37, 38, 39, 40, 41, 42 & 43, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOT 27, 28, 33, 35 & 36 BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT NO. 2004-122, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ANCHORAGE RECORDING DISTRICT, ALASKA.

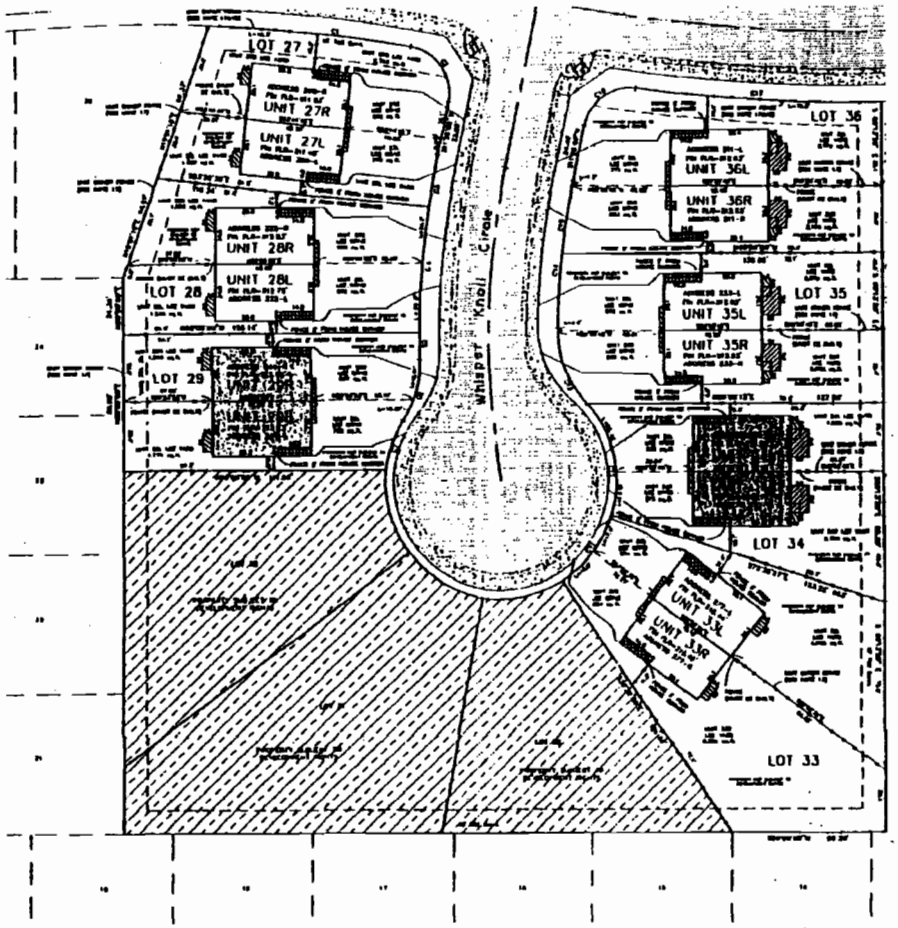
lantech
LAND & CONSTRUCTION SURVEYORS*AUTOCAD PLANNERS ENGINEERS
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)

GRID: 1238	SCALE: 1"=20'	DATE: DEC. 19/2005	WO# 2003M42
DRAWN BY: CB			

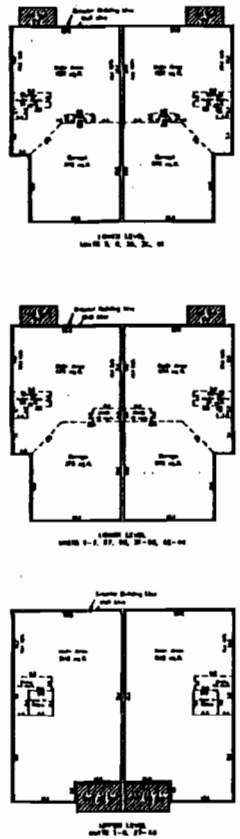
2006-000945-0
31 of 39

WHISPERWOOD HILL CONDOMINIUMS
PHASE 6
A COMMON INTEREST COMMUNITY

UNITS 27L, 27R, 28L, 28R, 29L, 29R, 33L, 33R, 34L, 34R, 35L, 35R, 36L & 36R



UNIT BUILDING PLANS



LEGEND:

- Concrete
- Limited Common Element Paved Drive (must be built)
- Overhang
- Limited Common Element Deck (must be built)
- Existing Paved Road
- Fence (must be built)
- Unit Owner Fence (see note 17)

GRAPHIC SCALE

SHEET 3 OF 3

A CONDOMINIUM PLAT OF

WHISPERWOOD HILL CONDOMINIUMS

PHASE 6

AMONG UNITS [illegible]

LOCATED ON

LOTS [illegible] OF BLOCK 2 WHISPERWOOD SUBDIVISION PHASE 2 ACCORDING TO PLAT NO. [illegible], ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA

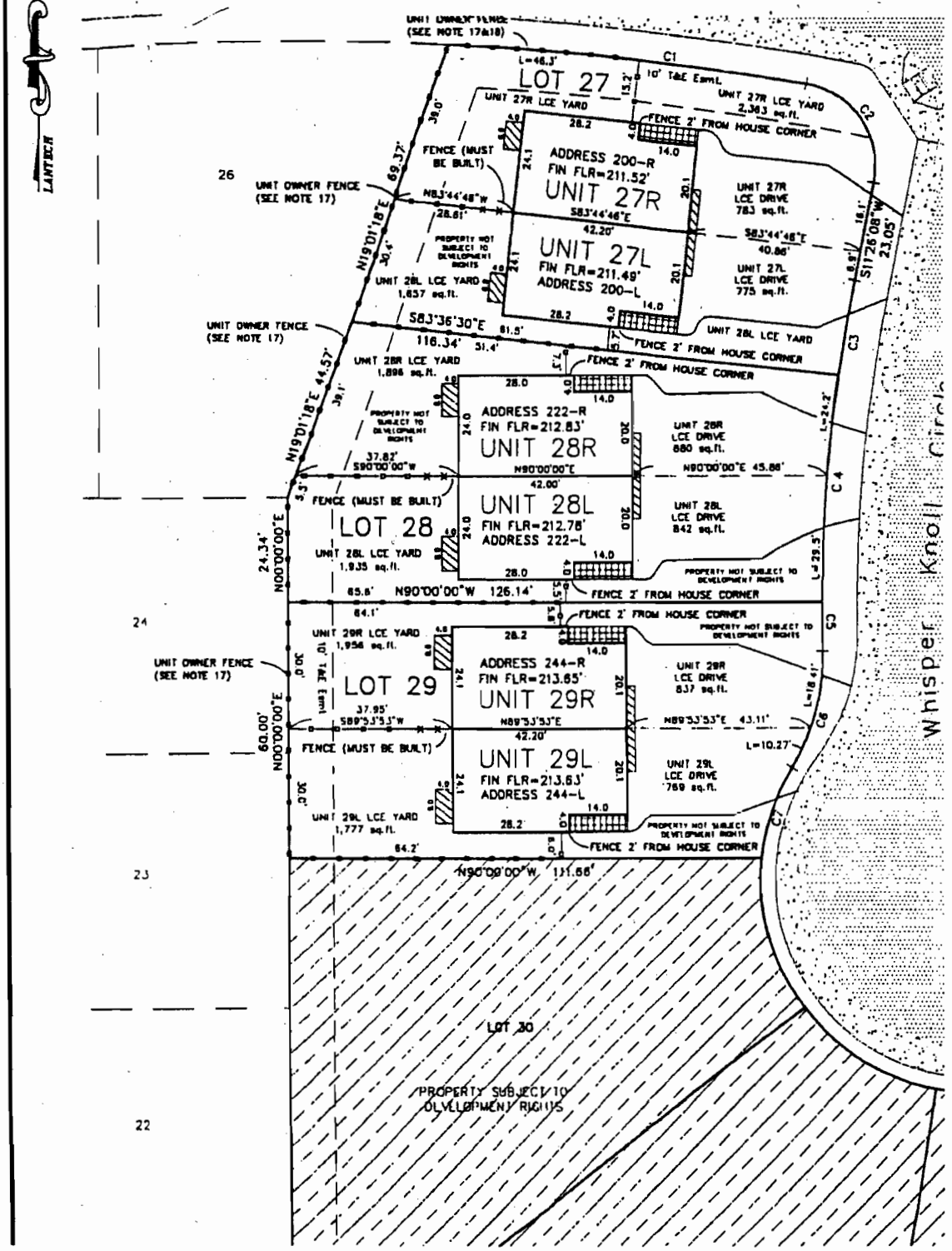
LOT [illegible] OF BLOCK 3 WHISPERWOOD SUBDIVISION PHASE 1 ACCORDING TO PLAT NO. [illegible], ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA

[illegible]

lantech

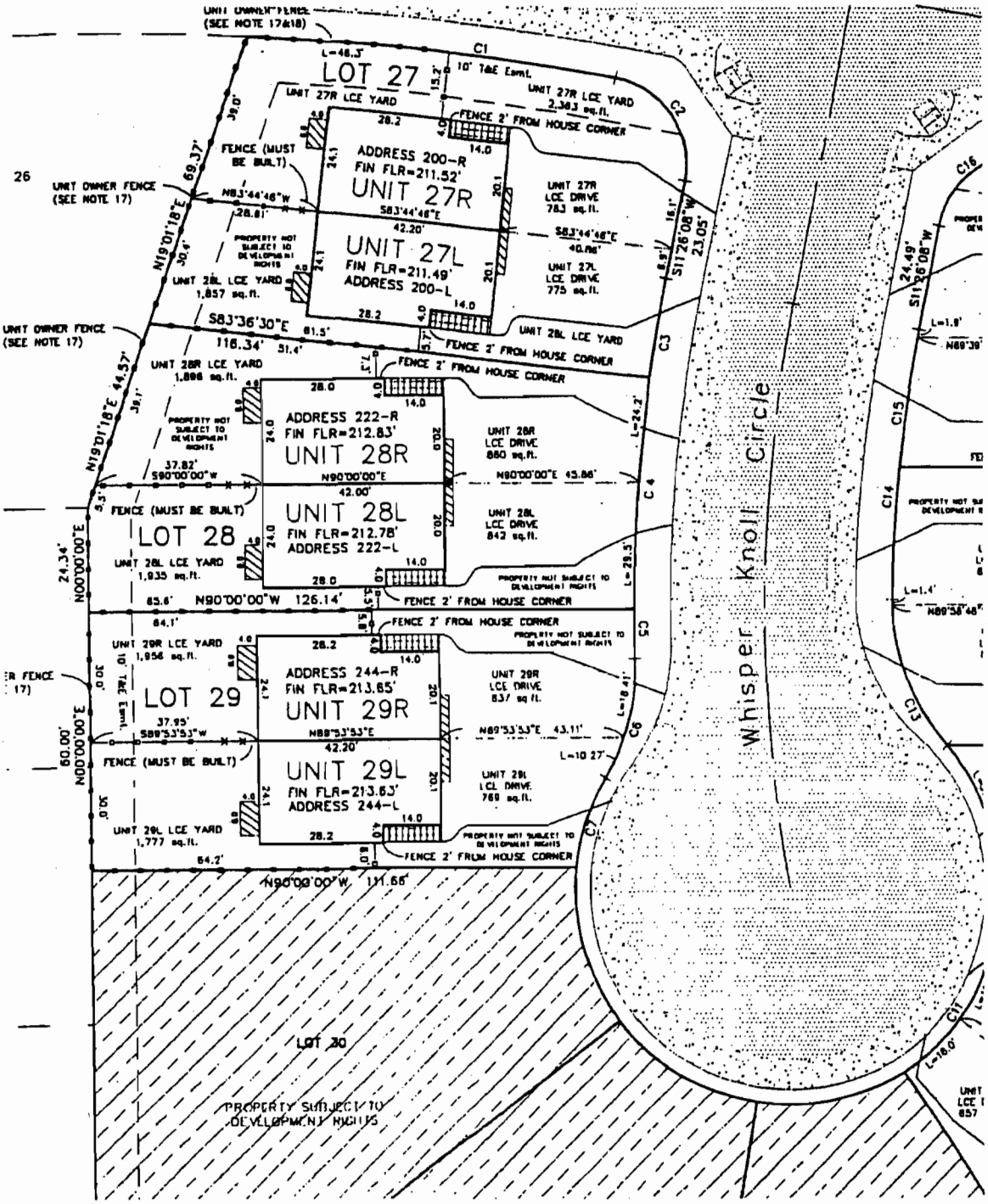
PLANNING ENGINEERING

UNITS 27L, 27R, 28L, 28R, 29L, 29R, 33L,



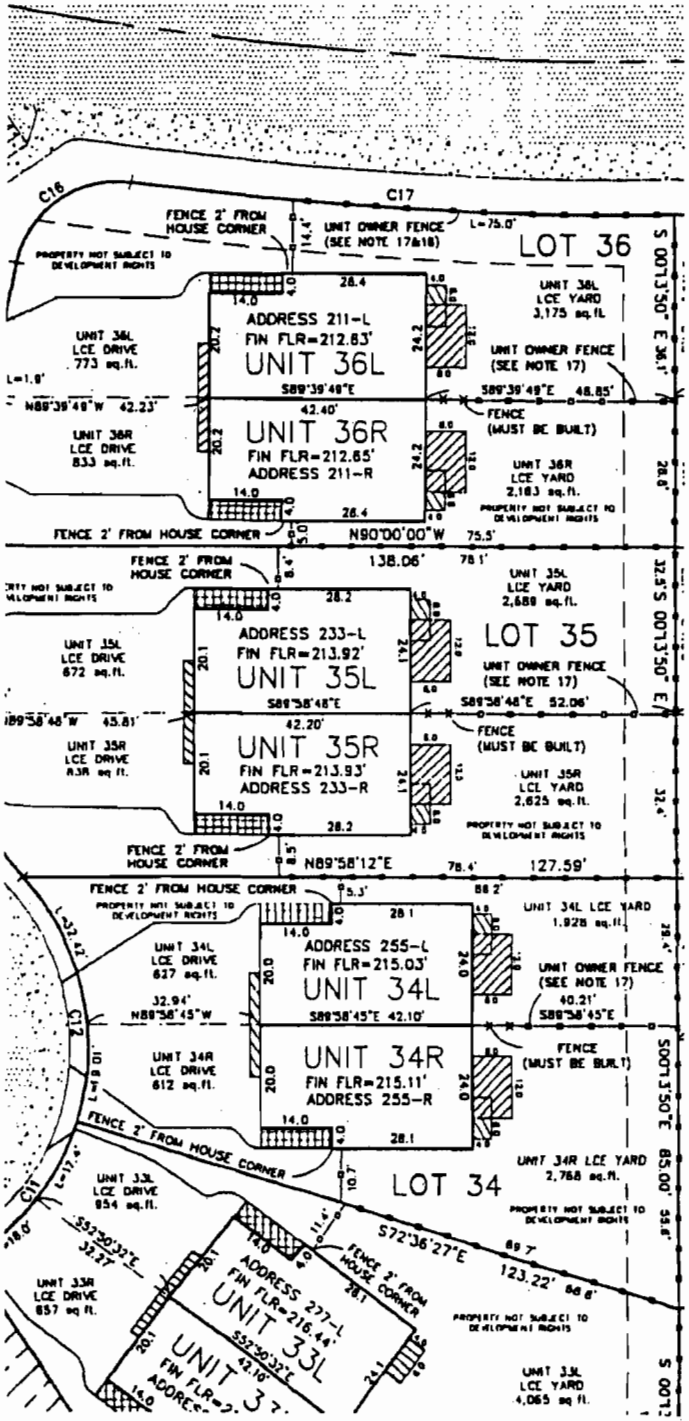
2006-000945-0

S 27L, 27R, 28L, 28R, 29L, 29R, 33L, 33R, 34L, 3



2006-000945-0

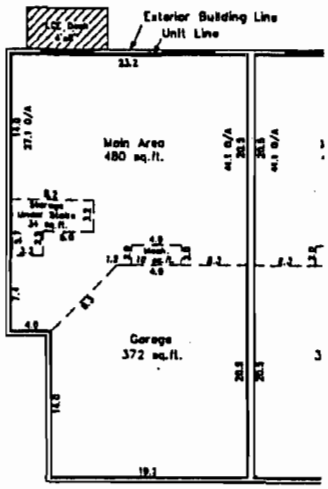
., 34R, 35L, 35R, 36L & 36R



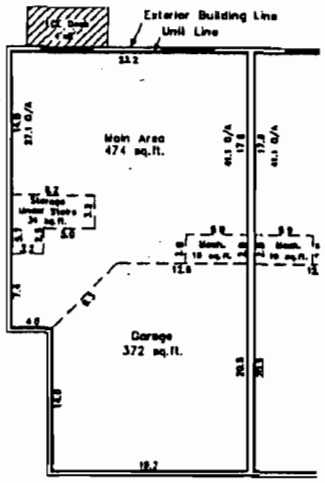
WH

UNIT BUILDING I

Scale: 1"= 10'



LOWER LEVEL
UNITS 5, 6, 29, 30.



2006-000945-0

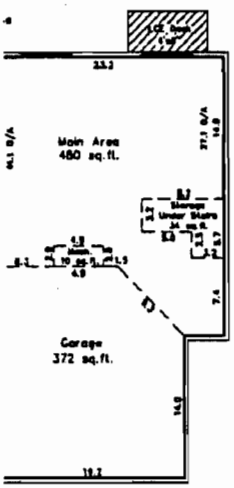
WHISPERWOOD HILL CONDOMINIUMS

PHASE 6

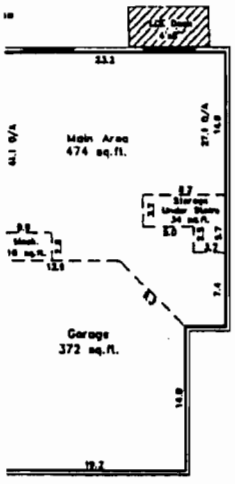
A COMMON INTEREST COMMUNITY

NG PLANS

= 10'



EVEL
9, 30, 41



LEGEND:

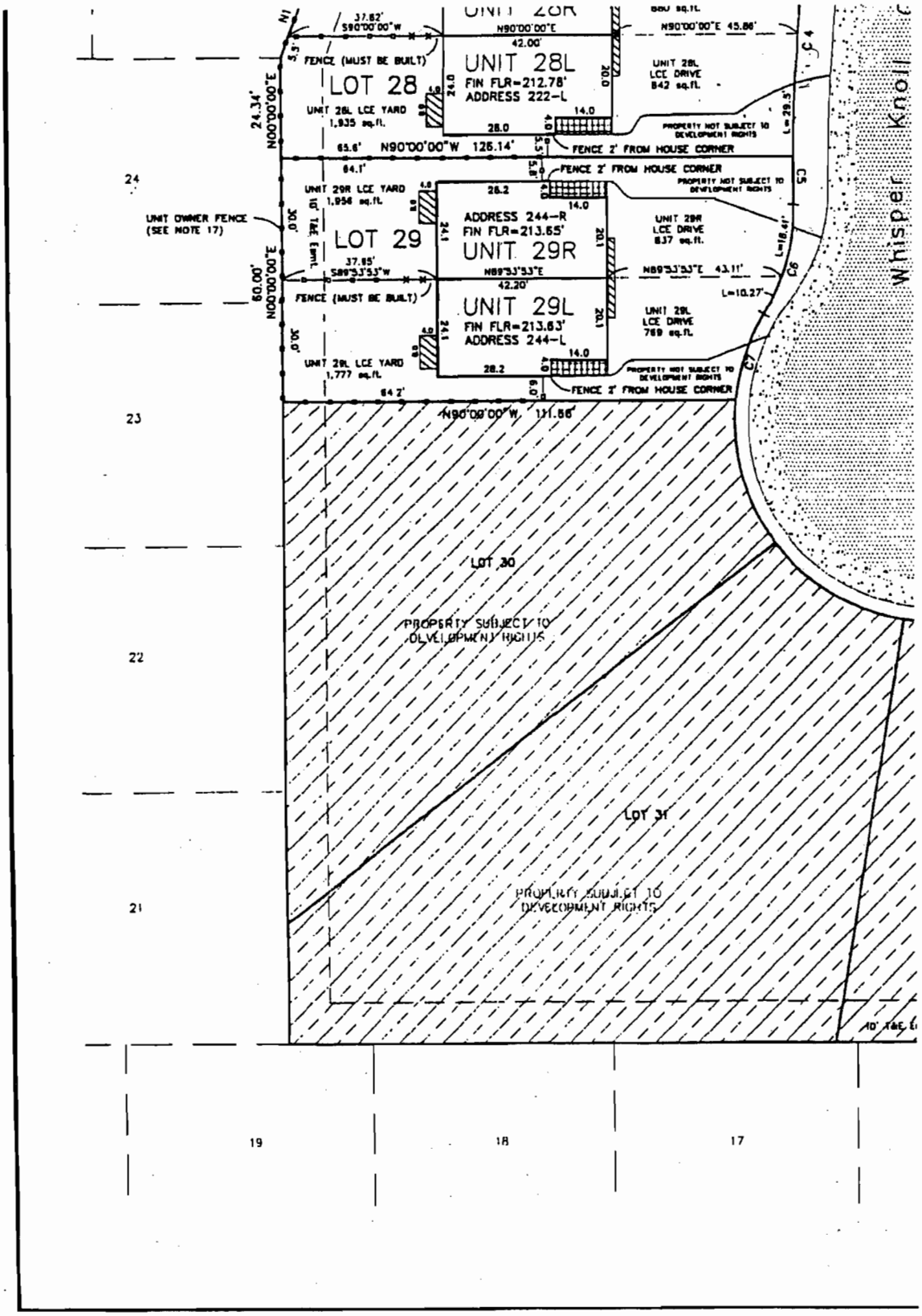
- Concrete
- Limited Common Element Paved Drive (must be built)
- Overhang
- Limited Common Element Deck (must be built)
- Existing Paved Road
- Fence (must be built)
- Unit Owner Fence (see note 17)

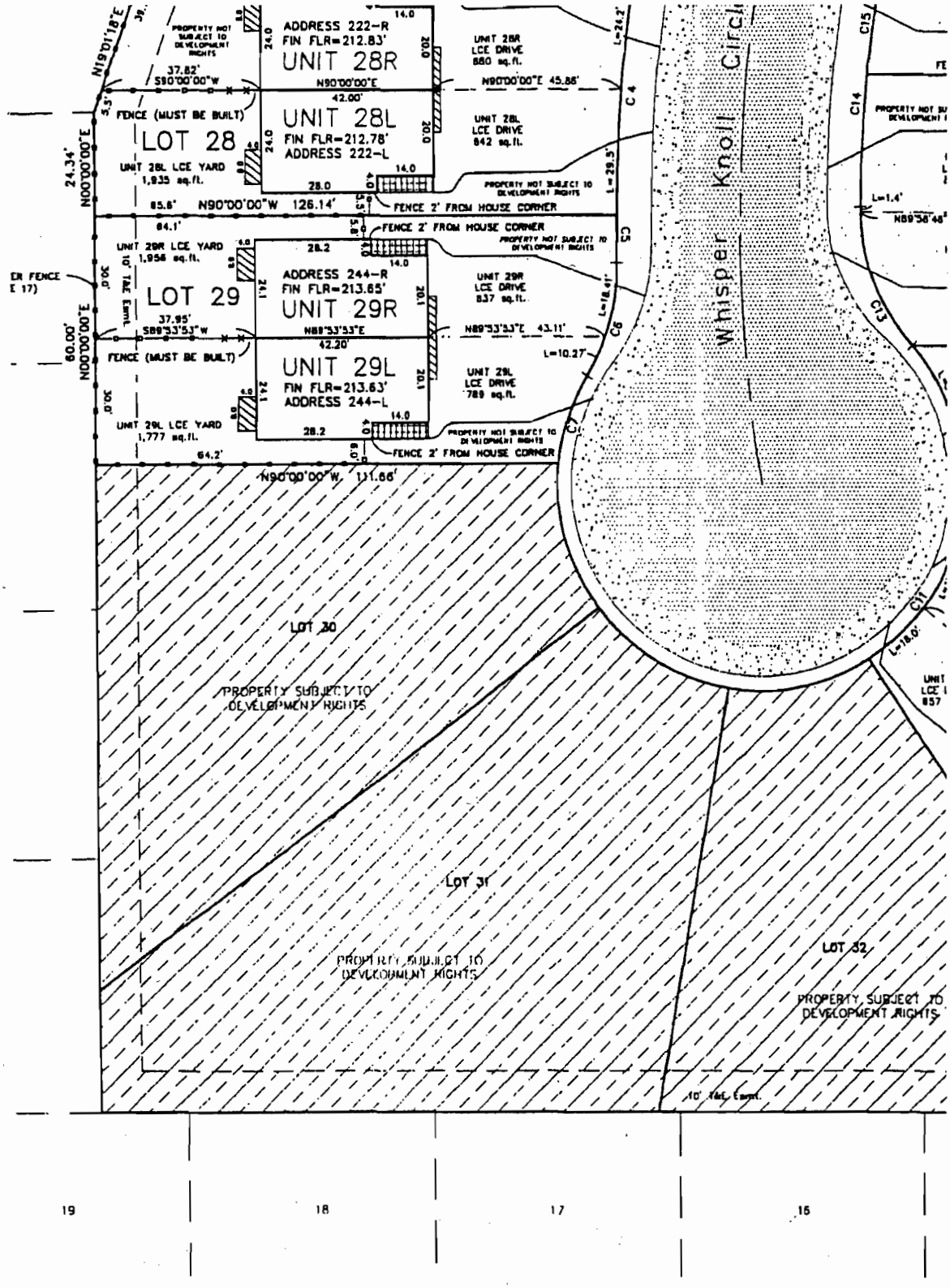
GRAPHIC SCALE

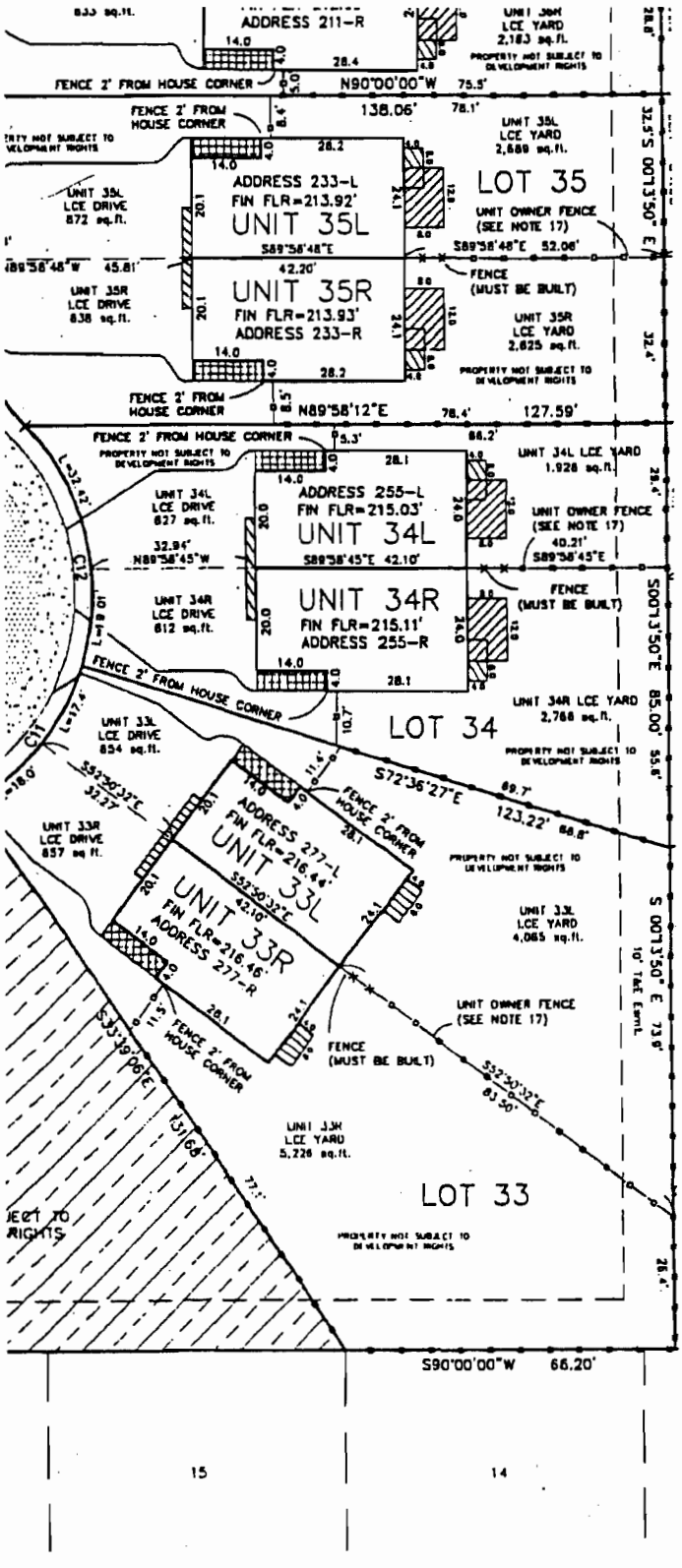
20 0 10 20 40 80

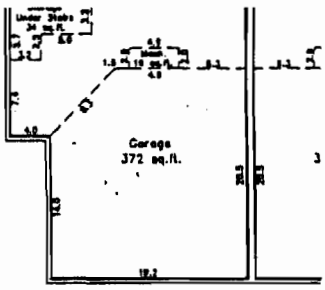
(IN FEET)
1 INCH = 20 FT.

2006-000945-0

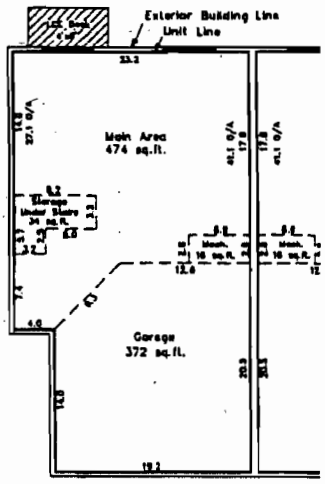

UNIT 28R
N90°00'00"E
42.00'
UNIT 28L
FIN FLR=212.78'
ADDRESS 222-L
LOT 28
UNIT 28L LCE YARD
1,935 sq.ft.
UNIT 28L LCE DRIVE
842 sq.ft.
FENCE (MUST BE BUILT)
FENCE 2' FROM HOUSE CORNER
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
N90°00'00"W 126.14'
UNIT 29R LCE YARD
1,956 sq.ft.
UNIT OWNER FENCE
(SEE NOTE 17)
ADDRESS 244-R
FIN FLR=213.65'
UNIT 29R
LOT 29
UNIT 29R LCE DRIVE
837 sq.ft.
N89°53'53"E 42.20'
UNIT 29L
FIN FLR=213.63'
ADDRESS 244-L
UNIT 29L LCE DRIVE
769 sq.ft.
UNIT 29L LCE YARD
1,777 sq.ft.
N90°00'00"W 131.66'
LOT 30
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
LOT 31
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
Whisper Knoll Ct
24
23
22
21
19
18
17


ADDRESS 222-R
FIN FLR=212.83'
UNIT 28R
UNIT 28R LCE DRIVE 880 sq.ft.
UNIT 28L
FIN FLR=212.78'
ADDRESS 222-L
UNIT 28L LCE DRIVE 842 sq.ft.
LOT 28
UNIT 28L LCE YARD 1,935 sq.ft.
FENCE (MUST BE BUILT)
FENCE 2' FROM HOUSE CORNER
ADDRESS 244-R
FIN FLR=213.65'
UNIT 29R
UNIT 29R LCE DRIVE 837 sq.ft.
LOT 29
UNIT 29R LCE YARD 1,956 sq.ft.
UNIT 29L
FIN FLR=213.63'
ADDRESS 244-L
UNIT 29L LCE DRIVE 789 sq.ft.
UNIT 29L LCE YARD 1,777 sq.ft.
Whisper Knoll Circle
LOT 30
LOT 31
LOT 32
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
10' Util. Easmt.
19
18
17
15

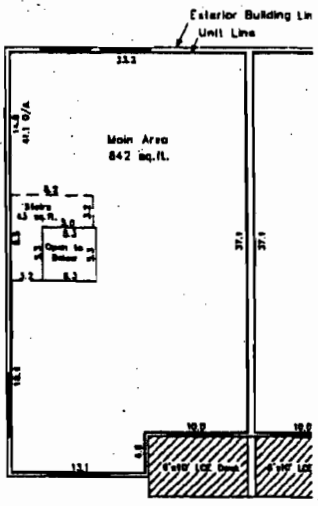




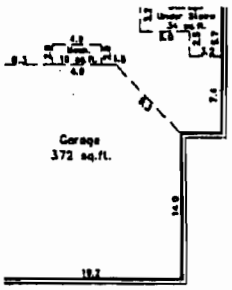
LOWER LEVEL
UNITS 5, 6, 29, 30,



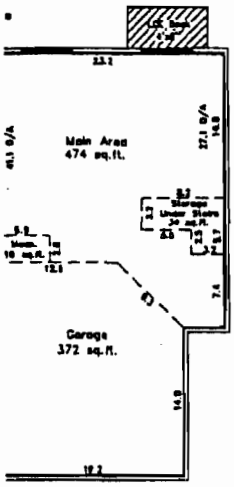
LOWER LEVEL
UNITS 1-4, 27, 28, 31-4



UPPER LEVEL
UNITS 1-6, 27-4

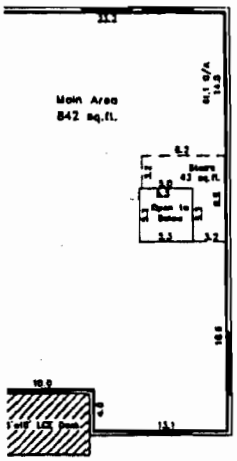


:VEL
9, 30, 41



:VEL
31-40, 42-44

ding Line



:VEL
27-44

LEGEND:

- Concrete
- Limited Common Element Paved Drive (must be built)
- Overhang
- Limited Common Element Deck (must be built)
- Existing Paved Road
- Fence (must be built)
- Unit Owner Fence (see note 17)

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 INCH = 20 FT.

SHEET 3 OF 3

A CONDOMINIUM PLAT OF:

WHISPERWOOD HILL CONDOMINIUMS

PHASE 6

ADDING UNITS 29L, 29R, 34L, 34R, 44L & 44R

LOCATED ON:

LOTS 1, 2, 3, 4, 5, 6, 37, 38, 39, 40, 41, 42 & 43, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOT 27, 28, 33, 35 & 36 BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE I ACCORDING TO PLAT NO. 2004-122, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ANCHORAGE RECORDING DISTRICT, ALASKA.

lantech
LAND & CONSTRUCTION SURVEYORS • AUTOCAD
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)
PLANNERS
ENGINEERS

GRID: 1239	SCALE: 1"=20'	DATE: DEC. 19/2005	WO# 2003M42
DRAWN BY: CB			

900.02.1

ALASKA

2006-048326-0

Recording Dist: 301 - Anchorage
7/19/2006 12:08 PM Pages: 1 of 38

cc X 2

AMENDMENT NO. 6 TO DECLARATION

OF

WHISPERWOOD HILL CONDOMINIUMS

EXERCISING DEVELOPMENT RIGHTS

AND

CORRECTIVE AMENDMENT

AFTER RECORDATION RETURN TO:

James H. McCollum
Law Offices of James H. McCollum, LLC
510 L Street, Suite 540
Anchorage, Alaska 99501

JUL 24 2006

AMENDMENT NO. 6 TO

DECLARATION
OF
WHISPERWOOD HILL CONDOMINIUMS

EXERCISING DEVELOPMENT RIGHTS

AND CORRECTIVE AMENDMENT

Hultquist Homes, Inc., an Alaska corporation, with an office at 360 E. 100th Avenue, Anchorage, Alaska 99515, "Declarant" under that certain Declaration for Whisperwood Hill Condominiums, dated the 3rd day of March, 2005, and recorded on the 4th day of March, 2005, at Serial No. 2005-013803-0 and as set forth in Plat No. 2005-22 at Serial No. 2005-013802-0, in the Anchorage Recording District, Third Judicial District, State of Alaska, and as amended by Amendment No. 1, recorded on the 9th day of May, 2005, at Serial Recording No. 2005-030590-0, in the Anchorage Recording District, Third Judicial District, State of Alaska and as amended by Amendment No. 2, recorded on the 27th day of July, 2005, at Serial No. 2005-052226-0, in the Anchorage Recording District, Third Judicial District, State of Alaska, and as amended by Amendment No. 3, recorded on the 15th day of August, 2005, at Serial No. 2005-057694-0, in the Anchorage Recording District, Third Judicial District, State of Alaska, and as amended by Amendment No. 4, recorded on the 16th day of November, 2005, at Serial No. 2005-083197-0, in the Anchorage Recording District, Third Judicial District, State of Alaska, and as amended by Amendment No. 5, recorded on the 5th day of January, 2006, at Serial No. 2006-000945-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, ("Declaration") pursuant to Section 34.08.180 of the Alaska Uniform Common Interest Ownership Act, and pursuant to reservations of Development Rights reserved pursuant to Section 34.08.130(a) (8) of the Act and Article VII of the Declaration, does hereby amend the Declaration and does hereby declare:

ARTICLE I. Schedule A-1, Description of Common Interest Community, attached hereto is substituted for the current Schedule A-1 of the Declaration which is declared null and void.

ARTICLE II. Schedule A-2, Table of Interests, attached hereto, adding six (6) Units being Units 30L, 30R, 31L, 31R, 32L and 32R, together with their appurtenant Limited Common Elements, on Lots 30 through 32, Block 3, WHISPERWOOD SUBDIVISION-Phase 1, according to Plat No. 2004-122, Anchorage Recording District, as shown on Schedule A-3, and interests is substituted for the current Schedule A-2 of the Declaration which is declared null and void.

ARTICLE III. Schedule A-3, the Plat attached hereto and filed under Plat No. 2006-90, supplements the current Schedule A-3 of the Declaration as filed under Plat No. 2006-4, Anchorage Recording District, Third Judicial District, State of Alaska.

ARTICLE IV. Articles II and IV of Amendment No. 5, recorded on January 5, 2006, at Serial No. 2006-000945-0, are corrected to reflect the legal descriptions as Lots 29 and 34, Block 3, WHISPERWOOD SUBDIVISION-Phase 1, according to Plat No. 2004-122, and Lot 44, Block 3,

WHISPERWOOD SUBDIVISION-Phase 2, according to Plat 2004-138, Anchorage Recording District.

ARTICLE V. All development rights reserved in the Declaration have been exercised and are hereby declared terminated. Limited Common Elements depicted on Schedule A-3 hereto are hereby assigned as appurtenant to the Units indicated. Those Limited Common Elements described in Article V and not otherwise depicted on Schedule A-3 hereto, are hereby assigned to their appurtenant Units as applicable.

HULTQUIST HOMES, INC.

By: David D Hultquist
David D. Hultquist
Its: President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 14 day of July, 2006, before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **DAVID D. HULTQUIST**, to me known and known to me to be the President of **HULTQUIST HOMES, INC.**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation.

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

PAMELA GIFFORD NOTARY PUBLIC State Of Alaska

Notary Public in and for Alaska
My Commission Expires:

My Commission Expires
May 28, 2007

APPROVAL OF LENDER

The undersigned is the beneficiary under the following Deeds of Trust:

1. Construction Deed of Trust dated January 6, 2005 and recorded on the 14th day of January, 2005, Serial No. 2005-002893-0, in the Anchorage Recording District, Third Judicial District, State of Alaska; and

2. Deed of Trust dated January 7, 2005 and recorded on the 14th day of January, 2005, Serial No. 2005-002894-0, in the Anchorage Recording District, Third Judicial District, State of Alaska.

The undersigned beneficiary approves Amendment No. 6 herein, to the Declaration of Whisperwood Hill Condominiums ("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: JULY 17, 2006

KEY BANK NATIONAL ASSOCIATION

By: _____
Kathleen Herdlein
Its: Vice President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this 17th day of JULY, 2006, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **KATHLEEN HERDLEIN**, to me known and known to me to be the Vice President of **KEY BANK NATIONAL ASSOCIATION** and known to me to be the person who signed the foregoing instrument, on behalf of said corporation.

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

ANN L. HOLMBERG NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 2-08-09

_____
Notary Public in and for State of Washington
My Commission Expires: Feb. 8 - 2009

DESCRIPTION OF COMMON INTEREST COMMUNITY
SCHEDULE A-1

DESCRIPTION OF COMMON INTEREST COMMUNITY

Lots 27 through 36, Block 3, 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; and

Lots 1 through 6 and 37 through 44, Block 3, WHISPERWOOD SUBDIVISION, Phase 2, according to the official plat thereof, filed under Plat No. 2004-138, records of the Anchorage Recording District, Third Judicial District, State of Alaska;

EASEMENTS AFFECTING THE COMMON INTEREST COMMUNITY

SUBJECT TO

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

2. Rights of way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded August 2, 1952, Book 78, Page 56. (Blanket Easement);

3. Easement for Sewer lines and appurtenances thereto granted to the GREATER ANCHORAGE AREA BOROUGH, recorded January 19, 1970, Misc. Book 184, Page 41. (Affects: the South 10 feet);

4. Right of Way Easement, including terms and provisions thereof, granted to the CITY OF ANCHORAGE, and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded June 17, 1971, Misc. Book 203, Page 167. (Affects a northerly portion);

5. Storm Drain Easement and appurtenances thereto granted to the CITY OF ANCHORAGE, recorded May 20, 1982, Book 732, Page 783. (Affects a southerly portion);

6. Public Use Easement and appurtenances thereto granted to the CITY OF ANCHORAGE, recorded August 2, 1982, Book 760, Page 809 (Affects a southerly portion);

7. Conditions and provisions as contained in NOTES as shown on the Plat of said subdivision;

8. Slope Easements, as dedicated and reserved on the Plat of said subdivision;

9. Easements as shown on the Plat of said subdivision;

10. Notice of Subdivision Agreement including terms and provisions therof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded March 16, 2004 Instrument No. 2004-017078-0.
NOTE: The above Subdivision Agreement does not create a lien on the subject property;

11. Notice of Subdivision Agreement including terms and provisions therof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded April 5, 2004 Instrument No. 2004-022877-0.
NOTE: The above Subdivision Agreement does not create a lien on the subject property; and

12. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded August 2, 2004, Instrument No. 2004-056939. (See instrument for areas affected).

SCHEDULE A-2

TABLE OF INTERESTS

Unit No.	Street Address	Percentage Share of Common Elements	Percentage Share of Common Expenses	Vote in the Affairs of the Association	Limited Common Element - Deck (D) Driveway (DW)
1L	221-L Whisper Knoll Circle	2.083%	2.083%	1	DW-1L/D-1L
1R	221-R Whisper Knoll Circle	2.083%	2.083%	1	DW-1R/D-1R
2L	6602-L Whisperwood Park Drive	2.083%	2.083%	1	DW-2L/D-2L
2R	6602-R Whisperwood Park Drive	2.083%	2.083%	1	DW-2R/D-2R
3L	6614-L Whisperwood Park Drive	2.083%	2.083%	1	DW-3L/D-3L
3R	6614-R Whisperwood Park Drive	2.083%	2.083%	1	DW-3R/D-3R
4L	6695-L Whispering Loop	2.083%	2.083%	1	DW-4L/D-4L
4R	6695-R Whispering Loop	2.083%	2.083%	1	DW-4R/D-4R
5L	6683-L Whispering Loop	2.083%	2.083%	1	DW-5L/D-5L
5R	6683-R Whispering Loop	2.083%	2.083%	1	DW-5R/D-5R
6L	6671-L Whispering Loop	2.083%	2.083%	1	DW-6L/D-6L
6R	6671-R Whispering Loop	2.083%	2.083%	1	DW-6R/D-6R
27L	200-L Whisper Knoll Circle	2.083%	2.083%	1	DW-27L/D-27L

2006-048326-0
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Unit No.	Street Address	Percentage Share of Common Elements	Percentage Share of Common Expenses	Vote in the Affairs of the Association	Limited Common Element - Deck (D) Driveway (DW)
27R	200-R Whisper Knoll Circle	2.083%	2.083%	1	DW-27R/D-27R
28L	222-L Whisper Knoll Circle	2.083%	2.083%	1	DW-28L/D-28L
28R	222-R Whisper Knoll Circle	2.083%	2.083%	1	DW-28R/D-28R
29L	244-L Whisper Knoll Circle	2.083%	2.083%	1	DW-29L/D-29L
29R	244-R Whisper Knoll Circle	2.083%	2.083%	1	DW-29R/D-29R
30L	266-L Whisper Knoll Circle	2.083%	2.083%	1	DW-30L/D-30L
30R	266-R Whisper Knoll Circle	2.083%	2.083%	1	DW-30R/D-30R
31L	288-L Whisper Knoll Circle	2.083%	2.083%	1	DW-31L/D-31L
31R	288-R Whisper Knoll Circle	2.083%	2.083%	1	DW-31R/D-31R
32L	299-L Whisper Knoll Circle	2.083%	2.083%	1	DW-32L/D-32L
32R	299-R Whisper Knoll Circle	2.083%	2.083%	1	DW-32R/D-32R
33L	277-L Whisper Knoll Circle	2.083%	2.083%	1	DW-33L/D-33L
33R	277-R Whisper Knoll Circle	2.083%	2.083%	1	DW-33R/D-33R
34L	255-L Whisper Knoll Circle	2.083%	2.083%	1	DW-34L/D-34L

2006-048326-0
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Unit No.	Street Address	Percentage Share of Common Elements	Percentage Share of Common Expenses	Vote in the Affairs of the Association	Limited Common Element - Deck (D) Driveway (DW)
34R	255-R Whisper Knoll Circle	2.083%	2.083%	1	DW-34R/D-34R
35L	233-L Whisper Knoll Circle	2.083%	2.083%	1	DW-35L/D-35L
35R	233-R Whisper Knoll Circle	2.083%	2.083%	1	DW-35R/D-35R
36L	211-L Whisper Knoll Circle	2.083%	2.083%	1	DW-36L/D-36L
36R	211-R Whisper Knoll Circle	2.083%	2.083%	1	DW-36R/D-36R
37L	202-L Whisper Ridge Circle	2.083%	2.083%	1	DW-37L/D-37L
37R	202-R Whisper Ridge Circle	2.083%	2.083%	1	DW-37R/D-37R
38L	224-L Whisper Ridge Circle	2.083%	2.083%	1	DW-38L/D-38L
38R	224-R Whisper Ridge Circle	2.083%	2.083%	1	DW-38R/D-38R
39L	246-L Whisper Ridge Circle	2.083%	2.083%	1	DW-39L/D-39L
39R	246-R Whisper Ridge Circle	2.083%	2.083%	1	DW-39R/D-39R
40L	268-L Whisper Ridge Circle	2.083%	2.083%	1	DW-40L/D-40L
40R	268-R Whisper Ridge Circle	2.083%	2.083%	1	DW-40R/D-40R
41L	290-L Whisper Ridge Circle	2.083%	2.083%	1	DW-41L/D-41L
41R	290-R Whisper Ridge Circle	2.083%	2.083%	1	DW-41R/D-41R

2006-048326-0
9 of 38

Unit No.	Street Address	Percentage Share of Common Elements	Percentage Share of Common Expenses	Vote in the Affairs of the Association	Limited Common Element - Deck (D) Driveway (DW)
42L	281-L Whisper Ridge Circle	2.083%	2.083%	1	DW-42L/D-42L
42R	281-R Whisper Ridge Circle	2.083%	2.083%	1	DW-42R/D-42R
43L	259-L Whisper Ridge Circle	2.083%	2.083%	1	DW-43L/D-43L
43R	259-R Whisper Ridge Circle	2.083%	2.083%	1	DW-43R/D-43R
44L	239-L Whisper Ridge Circle	2.083%	2.083%	1	DW-44L/D-44L
44R	239-R Whisper Ridge Circle	2.083%	2.083%	1	DW-44R/D-44R
TOTAL		**100.000%**	**100.000%**	**48**	

2006-048326-0
10 of 38

PLAT AND PLANS

(Declaration Schedule A-3)

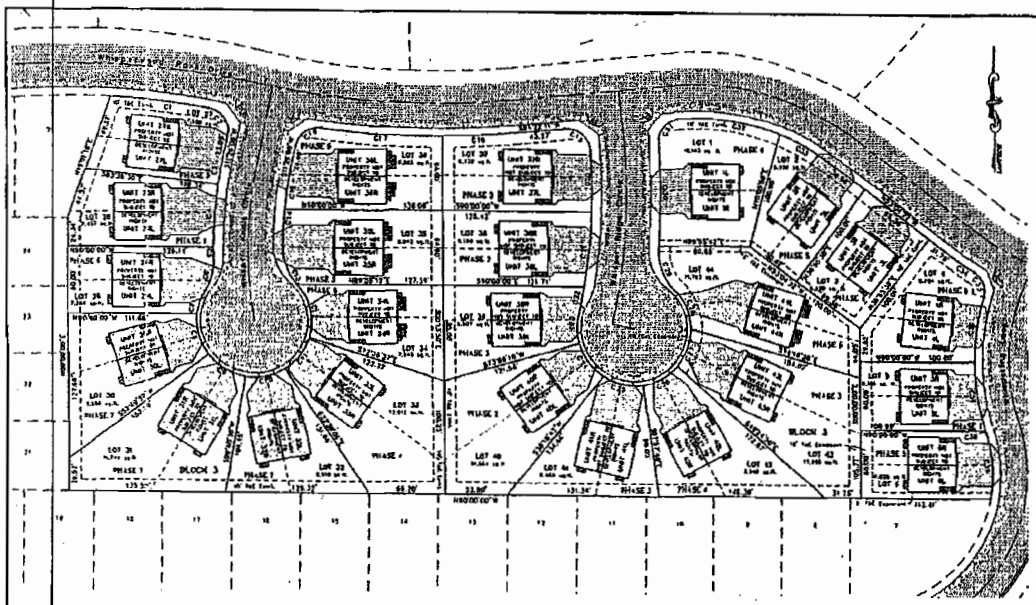
2006-90

2006-048325-0

ADDING UNITS 30L, 30R, 31L, 31R, 32L and 32R

TO

WHISPERWOOD HILL CONDOMINIUMS

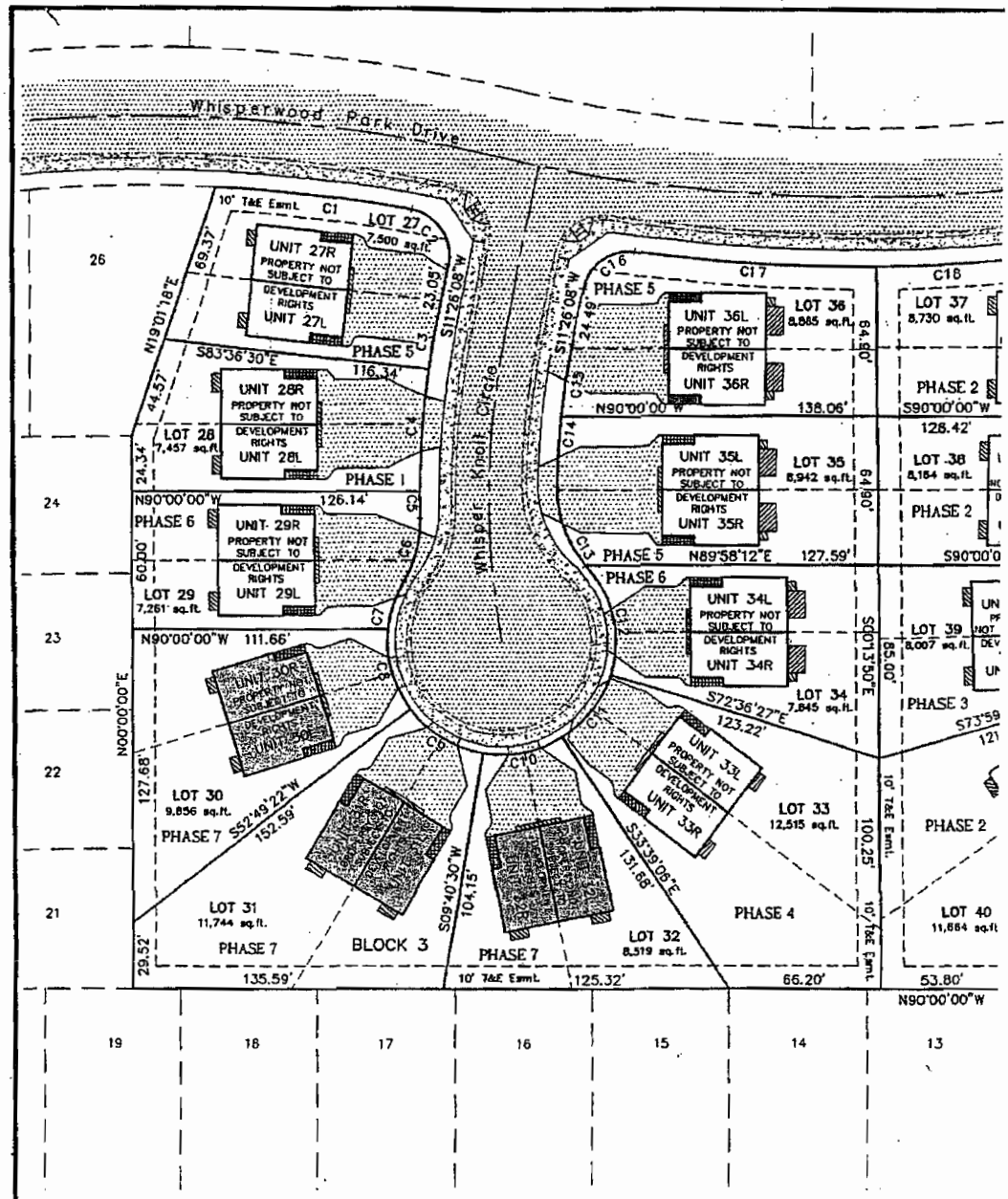


WHISPERWOOD HILL CONDOMINIUMS
PHASE 7

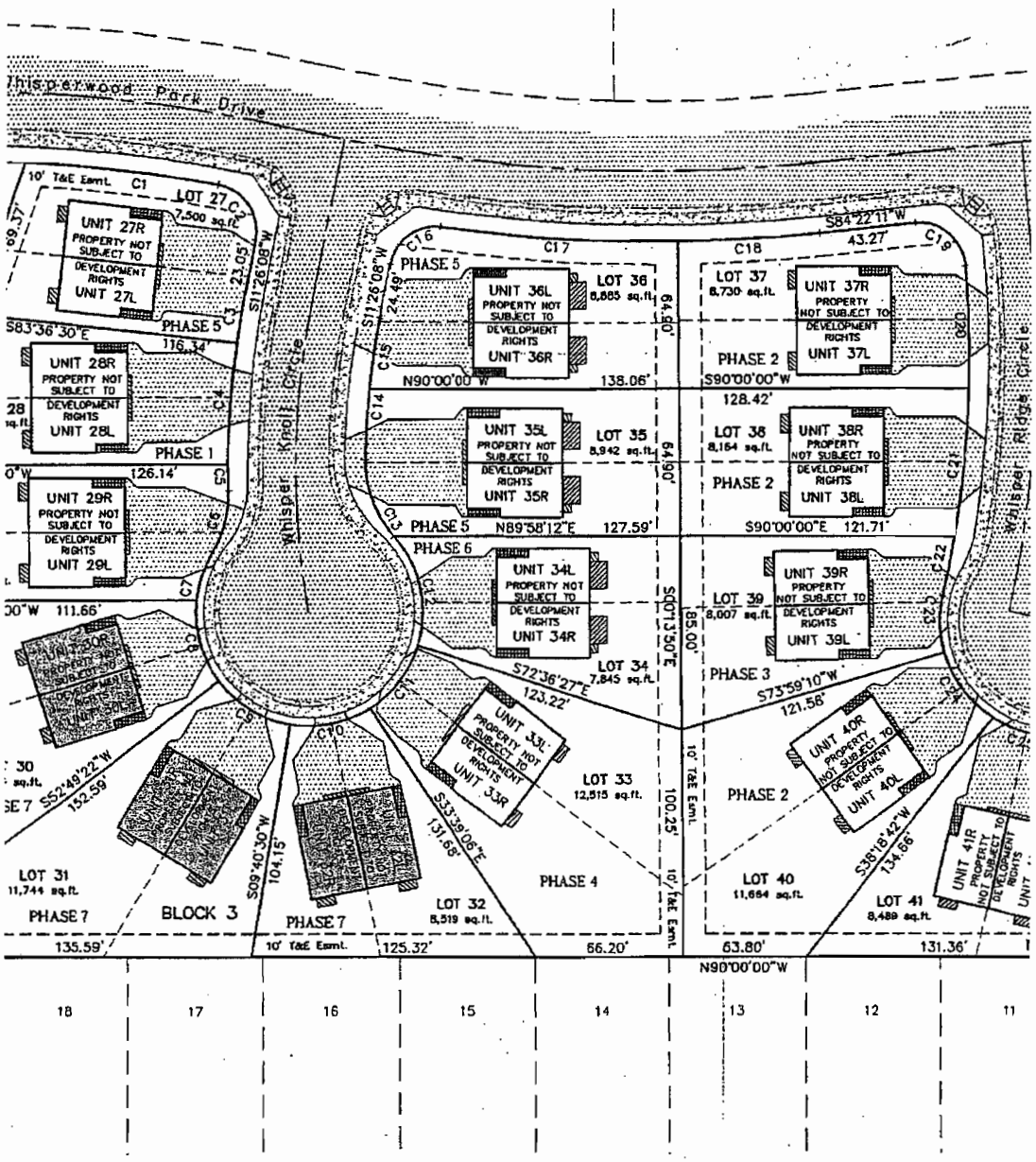
A CONDOMINIUM PLAT OF
WHISPERWOOD HILL CONDOMINIUMS
PHASE 7

SHEET 1 OF 3

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C1	31.66	31.00	58°31'40"	N62°57'50"W	30.30
C2	26.68	31.00	49°19'42"	N24°19'47"W	25.86
C3	33.97	84.00	23°10'32"	S84°17'56"W	33.75
C4	13.76	84.00	9°23'27"	S69°47'29"W	13.74
C5	15.71	84.00	10°43'05"	S58°51'03"W	15.69
C6	33.94	84.00	23°09'10"	S46°05'21"W	33.72
C7	35.26	84.00	24°03'26"	S22°37'54"W	34.99
C8	33.72	84.00	23°00'04"	S01°23'15"W	33.50
C9	30.20	84.00	20°36'10"	S20°53'52"E	30.04
C10	26.88	84.00	18°20'07"	S41°11'41"E	26.77
C11	28.49	84.00	19°25'58"	S60°03'15"E	28.35
C12	25.42	84.00	17°20'12"	S77°51'21"E	25.32
C13	29.80	84.00	20°19'47"	N82°58'41"E	29.64
C14	31.68	84.00	21°36'29"	N61°51'32"E	31.50
C15	30.66	84.00	20°54'59"	N40°57'03"E	30.49
C16	32.94	84.00	22°28'31"	N19°39'38"E	32.73
C17	10.13	84.00	6°54'48"	N07°53'13"E	10.12
C18	12.66	770.00	0°56'31"	N07°26'21"E	12.66
C19	24.01	770.00	1°47'08"	N08°47'41"E	24.01
C20	24.00	770.00	1°47'00"	N10°34'49"E	24.00
C21	24.02	770.00	1°47'09"	N12°21'58"E	24.02
C22	24.02	770.00	1°47'09"	N14°09'07"E	24.02
C23	24.02	770.00	1°47'09"	N15°56'16"E	24.02
C24	24.02	770.00	1°47'09"	N17°43'25"E	24.02
C25	24.02	770.00	1°47'09"	N19°30'34"E	24.02
C26	24.02	770.00	1°47'09"	N21°17'43"E	24.02
C27	24.02	770.00	1°47'09"	N23°04'52"E	24.02
C28	24.02	770.00	1°47'09"	N24°52'01"E	24.02
C29	24.02	770.00	1°47'09"	N26°39'10"E	24.02
C30	24.02	770.00	1°47'09"	N28°26'19"E	24.02
C31	24.02	770.00	1°47'09"	N30°13'28"E	24.02
C32	24.02	770.00	1°47'09"	N32°00'37"E	24.02
C33	24.02	770.00	1°47'09"	N33°47'46"E	24.02
C34	24.02	770.00	1°47'09"	N35°34'55"E	24.02
C35	24.02	770.00	1°47'09"	N37°22'04"E	24.02
C36	24.02	770.00	1°47'09"	N39°09'13"E	24.02
C37	24.02	770.00	1°47'09"	N40°56'22"E	24.02
C38	24.02	770.00	1°47'09"	N42°43'31"E	24.02
C39	24.02	770.00	1°47'09"	N44°30'40"E	24.02
C40	24.02	770.00	1°47'09"	N46°17'49"E	24.02
C41	24.02	770.00	1°47'09"	N48°04'58"E	24.02
C42	24.02	770.00	1°47'09"	N49°52'07"E	24.02
C43	24.02	770.00	1°47'09"	N51°39'16"E	24.02
C44	24.02	770.00	1°47'09"	N53°26'25"E	24.02
C45	24.02	770.00	1°47'09"	N55°13'34"E	24.02
C46	24.02	770.00	1°47'09"	N57°00'43"E	24.02
C47	24.02	770.00	1°47'09"	N58°47'52"E	24.02
C48	24.02	770.00	1°47'09"	N60°35'01"E	24.02
C49	24.02	770.00	1°47'09"	N62°22'10"E	24.02
C50	24.02	770.00	1°47'09"	N64°09'19"E	24.02
C51	24.02	770.00	1°47'09"	N65°56'28"E	24.02
C52	24.02	770.00	1°47'09"	N67°43'37"E	24.02
C53	24.02	770.00	1°47'09"	N69°30'46"E	24.02
C54	24.02	770.00	1°47'09"	N71°17'55"E	24.02
C55	24.02	770.00	1°47'09"	N73°05'04"E	24.02
C56	24.02	770.00	1°47'09"	N74°52'13"E	24.02
C57	24.02	770.00	1°47'09"	N76°39'22"E	24.02
C58	24.02	770.00	1°47'09"	N78°26'31"E	24.02
C59	24.02	770.00	1°47'09"	N80°13'40"E	24.02
C60	24.02	770.00	1°47'09"	N82°00'49"E	24.02
C61	24.02	770.00	1°47'09"	N83°47'58"E	24.02
C62	24.02	770.00	1°47'09"	N85°35'07"E	24.02
C63	24.02	770.00	1°47'09"	N87°22'16"E	24.02
C64	24.02	770.00	1°47'09"	N89°09'25"E	24.02
C65	24.02	770.00	1°47'09"	S89°03'26"E	24.02
C66	24.02	770.00	1°47'09"	S87°16'17"E	24.02
C67	24.02	770.00	1°47'09"	S85°29'08"E	24.02
C68	24.02	770.00	1°47'09"	S83°41'59"E	24.02
C69	24.02	770.00	1°47'09"	S81°54'50"E	24.02
C70	24.02	770.00	1°47'09"	S80°07'41"E	24.02
C71	24.02	770.00	1°47'09"	S78°20'32"E	24.02
C72	24.02	770.00	1°47'09"	S76°33'23"E	24.02
C73	24.02	770.00	1°47'09"	S74°46'14"E	24.02
C74	24.02	770.00	1°47'09"	S72°59'05"E	24.02
C75	24.02	770.00	1°47'09"	S71°11'56"E	24.02
C76	24.02	770.00	1°47'09"	S69°24'47"E	24.02
C77	24.02	770.00	1°47'09"	S67°37'38"E	24.02
C78	24.02	770.00	1°47'09"	S65°50'29"E	24.02
C79	24.02	770.00	1°47'09"	S64°03'20"E	24.02
C80	24.02	770.00	1°47'09"	S62°16'11"E	24.02
C81	24.02	770.00	1°47'09"	S60°29'02"E	24.02
C82	24.02	770.00	1°47'09"	S58°41'53"E	24.02
C83	24.02	770.00	1°47'09"	S56°54'44"E	24.02
C84	24.02	770.00	1°47'09"	S55°07'35"E	24.02
C85	24.02	770.00	1°47'09"	S53°20'26"E	24.02
C86	24.02	770.00	1°47'09"	S51°33'17"E	24.02
C87	24.02	770.00	1°47'09"	S49°46'08"E	24.02
C88	24.02	770.00	1°47'09"	S47°58'59"E	24.02
C89	24.02	770.00	1°47'09"	S46°11'50"E	24.02
C90	24.02	770.00	1°47'09"	S44°24'41"E	24.02
C91	24.02	770.00	1°47'09"	S42°37'32"E	24.02
C92	24.02	770.00	1°47'09"	S40°50'23"E	24.02
C93	24.02	770.00	1°47'09"	S39°03'14"E	24.02
C94	24.02	770.00	1°47'09"	S37°16'05"E	24.02
C95	24.02	770.00	1°47'09"	S35°28'56"E	24.02
C96	24.02	770.00	1°47'09"	S33°41'47"E	24.02
C97	24.02	770.00	1°47'09"	S31°54'38"E	24.02
C98	24.02	770.00	1°47'09"	S30°07'29"E	24.02
C99	24.02	770.00	1°47'09"	S28°20'20"E	24.02
C100	24.02	770.00	1°47'09"	S26°33'11"E	24.02
C101	24.02	770.00	1°47'09"	S24°46'02"E	24.02
C102	24.02	770.00	1°47'09"	S22°58'53"E	24.02
C103	24.02	770.00	1°47'09"	S21°11'44"E	24.02
C104	24.02	770.00	1°47'09"	S19°24'35"E	24.02
C105	24.02	770.00	1°47'09"	S17°37'26"E	24.02
C106	24.02	770.00	1°47'09"	S15°50'17"E	24.02
C107	24.02	770.00	1°47'09"	S14°03'08"E	24.02
C108	24.02	770.00	1°47'09"	S12°15'59"E	24.02
C109	24.02	770.00	1°47'09"	S10°28'50"E	24.02
C110	24.02	770.00	1°47'09"	S08°41'41"E	24.02
C111	24.02	770.00	1°47'09"	S06°54'32"E	24.02
C112	24.02	770.00	1°47'09"	S05°07'23"E	24.02
C113	24.02	770.00	1°47'09"	S03°20'14"E	24.02
C114	24.02	770.00	1°47'09"	S01°33'05"E	24.02
C115	24.02	770.00	1°47'09"	S00°14'04"W	24.02
C116	24.02	770.00	1°47'09"	S02°01'13"W	24.02
C117	24.02	770.00	1°47'09"	S03°48'22"W	24.02
C118	24.02	770.00	1°47'09"	S05°35'31"W	24.02
C119	24.02	770.00	1°47'09"	S07°22'40"W	24.02
C120	24.02	770.00	1°47'09"	S09°09'49"W	24.02
C121	24.02	770.00	1°47'09"	S10°56'58"W	24.02
C122	24.02	770.00	1°47'09"	S12°44'07"W	24.02
C123	24.02	770.00	1°47'09"	S14°31'16"W	24.02
C124	24.02	770.00	1°47'09"	S16°18'25"W	24.02
C125	24.02	770.00	1°47'09"	S18°05'34"W	24.02
C126	24.02	770.00	1°47'09"	S19°52'43"W	24.02
C127	24.02	770.00	1°47'09"	S21°39'52"W	24.02
C128	24.02	770.00	1°47'09"	S23°27'01"W	24.02
C129	24.02	770.00	1°47'09"	S25°14'10"W	24.02
C130	24.02	770.00	1°47'09"	S27°01'19"W	24.02
C131	24.02	770.00	1°47'09"	S28°48'28"W	24.02
C132	24.02	770.00	1°47'09"	S30°35'37"W	24.02
C133	24.02	770.00	1°47'09"	S32°22'46"W	24.02
C134	24.02	770.00	1°47'09"	S34°09'55"W	24.02
C135	24.02	770.00	1°47'09"	S35°57'04"W	24.02
C136	24.02	770.00	1°47'09"	S37°44'13"W	24.02
C137	24.02	770.00	1°47'09"	S39°31'22"W	24.02
C138	24.02	770.00	1°47'09"	S41°18'31"W	24.02
C139	24.02	770.00	1°47'09"	S43°05'40"W	24.02
C140	24.02	770.00	1°47'09"	S44°52'49"W	24.02
C141	24.02	770.00	1°47'09"	S46°39'58"W	24.02
C142	24.02	770.00	1°47'09"	S48°27'07"W	24.02
C143	24.02	770.00	1°47'09"	S50°14'16"W	24.02
C144	24.02	770.00	1°47'09"	S52°01'25"W	24.02
C145	24.02	770.00	1°47'09"	S53°48'34"W	24.02
C146	24.02	770.00	1°47'09"	S55°35'43"W	24.02
C147	24.02	770.00	1°47'09"	S57°22'52"W	24.02
C148	24.02	770.00	1°47'09"	S59°10'01"W	24.02
C149	24.02	770.00	1°47'09"	S60°57'10"W	24.02
C150	24.02	770.00	1°47'09"	S62°44'19"W	24.02
C151	24.02	770.00	1°47'09"	S64°31'28"W	24.02
C152	24.02	770.00	1°47'09"	S66°18'37"W	24.02
C153	24.02	770.00	1°47'09"	S68°05'46"W	24.02
C154	24.02	770.00	1°47'09"	S69°52'55"W	24.02
C155	24.02	770.00	1°47'09"	S71°40'04"W	24.02
C156	24.02	770.00	1°47'09"	S73°27'13"W	24.02
C157	24.02	770.00	1°47'09"	S75°14'22"W	24.02
C158	24.02	770.00	1°47'09"	S77°01'31"W	24.02
C159	24.02	770.00	1°47'09"	S78°48'40"W	24.02
C160	24.02	770.00	1°47'09"	S80°35'49"W	24.02
C161	24.02	770.00	1°47'09"	S82°22'58"W	24.02
C162	24.02	770.00	1°47'09"	S84°10'07"W	24.02
C163	24.02	770.00	1°47'09"	S85°57'16"W	24.02
C164	24.02	770.00	1°47'09"	S87°44'25"W	24.02
C165	24.02	770.00	1°47'09"	S89°31'34"W	24.02
C166	24.02	770.00	1°47'09"	N89°43'17"W	24.02
C167	24.02	770.00	1°47'09"	N87°56'08"W	24.02
C168	24.02	770.00	1°47'09"	N86°08'59"W	24.02
C169	24.02	770.00	1°47'09"	N84°21'50"W	24.02
C170	24.02	770.00	1°47'09"	N82°34'41"W	24.02
C171	24.02	770.00	1°47'09"	N80°47'32"W	24.02
C172	24.02	770.00	1°47'09"	N79°00'23"W	24.02
C173	24.02	770.00	1°47'09"	N77°13'14"W	24.02
C174	24.02	770.00	1°47'09"	N75°26'05"W	24.02
C175	24.02	770.00	1°47'09"	N73°38'56"W	24.02
C176	24.02	770.00	1°47'09"	N71°51'47"W	24.02
C177	24.02	770.00	1°47'09"	N70°04'38"W	24.02
C178	24.02	770.00	1°47'09"	N68°17'29"W	24.02
C179	24.02	770.00	1°47'09"	N66°30'20"W	24.02
C180	24.02	770.00	1°47'09"	N64°43'11"W	24.02
C181	24.02	770.00	1°47'09"	N62°56'02"W	24.02
C182	24.02	770.00	1°47'09"	N61°08'53"W	24.02
C183	24.02	770.00	1°47'09"	N59°21'44"W	24.02
C184	24.02	770.00	1°47'09"	N57°34'35"W	24.02
C185	24.02	770.00	1°47'09"	N55°47'26"W	24.02
C186	24.02	770.00	1°47'09"	N54°00'17"W	24.02
C187	24.02	770.00	1°47'09"	N52°13'08"W	24.02
C188	24.02	770.00	1°47'09"	N50°25'59"W	24.02
C189	24.02	770.00	1°47'09"	N48°38'50"W	24.02
C190	24.02	770.00	1°47'09"	N46°51'41"W	24.02
C191	24.02	770.00	1°47'09"	N45°04'32"W	24.02
C192	24.02	770.00	1°47'09"	N43°17'23"W	24.02
C193	24.02	770.00	1°47'09"	N41°30'14"W	24.02
C194	24.02	770.00	1°47'09"	N39°43'05"W	24.02
C195	24.02	770.00	1°47'09"	N37°55'56"W	24.02
C196	24.02	770.00	1°47'09"	N36°08'47"W	24.02
C197	24.02	770.00	1°47'09"	N34°21'38"W	24.02
C198	24.02	770.00	1°47'09"	N32°34'29"W	24.02
C199	24.02	770.00	1°47'09"	N30°47'20"W	24.02
C200	24.02	770.00	1°47'09"	N29°00'11"W	24.02
C201	24.02	770.00	1°47'09"	N27°13'02"W	24.02
C202	24.02	770.00	1°47'09"	N25°25'53"W	24.02
C203	24.02	770.00	1°47'09"	N23°38'44"W	24.02
C204	24.02	770.00	1°47'09"	N21°51'35"W	24.02
C205	24.02	770.00	1°47'09"	N20°04'26"W	24.02
C206	24.02	770.00	1°47'09"	N18°17'17"W	24.02
C207	24.02	770.00	1°47'09"	N16°30'08"W	24.02
C208	24.02	770.00	1°47'09"	N14°42'59"W	24.02
C209	24.02	770.00	1°47'09"	N12°55'50"W	24.02
C210	24.02	770.00	1°47'09"	N11°08'41"W	24.02
C211	24.02	770.00	1°47'09"	N09°21'32"W	24.02
C212	24.02	770.00	1°47'09"	N07°34'23"W	24.02
C213	24.02	770.00	1°47'09"	N05°47'14"W	24.02
C214	24.02	770.00	1°47'09"	N04°00'05"W	24.02
C215	24.02	770.00	1°47'09"	N02°12'56"W	24.02
C216	24.02	770.00	1°47'09"	N00°25'47"W	24.02
C217	24.02	770.00	1°47'09"	N01°41'22"E	24.02
C218	24.02	770.00	1°47'09"	N03°28'31"E	24.02
C219	24.02	770.00	1°47'09"	N05°15'40"E	24.02
C220	24.02	770.00	1°47'09"	N07°02'49"E	24.02
C221	24.02	770.00	1°47'09"	N08°49'58"E	24.02
C222	24.02	770.00	1°47'09"	N10°37'07"E	24.02
C223	24.02	770.00	1°47'09"	N12°24'16"E	24.02
C224	24.02	770.00	1°47'09"	N14°11'25"E	24.02
C225	24.02	770.00	1°47'09"	N15°58'34"E	24.02
C226	24.02	770.00	1°47'09"	N17°45'43"E	24.02
C227	24.02	770.00	1°47'09"	N19°32'52"E	24.02
C228	24.02	770.00	1°47'09"	N21°20'01"E	24.02
C229	24.02	770.00	1°47'09"	N23°07'10"E	24.02
C230	24.02	770.00	1°47'09"	N24°54'19"E	24.02
C231	24.02	770.00	1°47'09"	N26°41'28"E	24.02
C232	24.02	770.00	1°47'09"	N28°28'37"E	24.02
C233	24.02	770.00	1°47'09"	N30°15'46"E	24.02
C234	24.02	770.00	1°47'09"	N32°02'55"E	24.02
C235	24.02	770.00	1°47'09"	N33°50'04"E	24.02
C236	24.02	770.00	1°47'09"	N35°37'13"E	24.02
C237	24.02	770.00	1°47'09"	N37°24'22"E	24.02
C238	24.02	770.00	1°47'09"	N39°11'31"E	24.02
C239	24.02	770.00	1°47'09"	N40°58'40"E	24.02
C240	24.02	770.00	1°47'09"	N42°45'49"E	24.02
C241	24.02	770.00	1°47'09"	N44°32'58"E	24.02
C242	24.02	770.00	1°47'09"	N46°20'07"E	24.02
C243	24.02	770.00	1°47'09"	N48°07'16"E	24.02
C244	24.02	770.00	1°47'09"	N49°54'25"E	24.02
C245	24.02	770.00	1°47'09"	N51°41'34"E	24.02
C246	24.02	770.00	1°47'09"	N53°28'43"E	24.02
C247	24.02	770.00	1°47'09"	N55°15'52"E	24.02
C248	24.02	770.00	1°47'09"	N57°03'01"E	24.02
C249	24.02	770.00	1°47'09"	N58°50'10"E	24.02
C250	24.02	770.00	1°47'09"	N60°37'19"E	24.02
C251	24.02	770.00	1°47'09"	N62°24'28"E	24.02
C252	24.02	770.00	1°47'09"	N64°11'37"E	24.02
C253	24.02	770.00	1°47'09"	N65°58'46"E	24.02
C254	24.02	770.00	1°47'09"	N67°45'55"E	24.02
C255	24.02	770.00	1°47'09"	N69°33'04"E	24.02
C256	24.02	770.00	1°47'09"	N71°20'13"E	24.02
C257	24.02	770.00	1°47'09"	N73°07'22"E	24.02
C258	24.02	770.00	1°47'09"	N74°54'31"E	24.02
C259	24.02	770.00	1°47'09"	N76°41'40"E	24.02
C260	24.02	770.00	1°47'09"	N78°28'49"E	24.02
C261	24.02	770.00	1°47'09"	N80°15'58"E	24.02
C262	24.02	770.00	1°47'09"	N82°03'07"E	24.02
C263	24.02	770.00	1°47'09"	N83°50'16"E	24.02
C264	24.02	770.00	1°47'09"	N85°37'25"E	24.02
C265	24.02	770.00	1°47'09"	N87°24'34"E	24.02
C266	24.02	770.00	1°47'09"	N89°11'43"E	24.02
C267	24.02	770.00	1°47'09"	S89°01'08"E	24.02
C268	24.02	770.00	1°47'09"	S87°13'59"E	24.02
C269	24.02	770.00	1°47'09"	S85°26'50"E	24.02
C270	24.02	770.00	1°47'09"	S83°39'41"E	24.02
C271	24.02	770.00	1°47'09"	S81°52'32"E	24.02
C272	24.02	770.00	1°47'09"	S80°05'23"E	24.02
C273	24.02	770.00	1°47'09"	S78°18'14"E	24.02
C274	24.02	770.00	1°47'09"	S76°31'05"E	24.02
C275	24.02	770.00	1°47'09"	S74°43'56"E	24.02
C276	24.02	770.00	1°47'09"	S72°56'47"E	24.02
C277	24.02	770.00	1°47'09"	S71°09'38"E	24.02
C278	24.02	770.00	1°47'09"	S69°22'29"E	24.02
C279	24.02	770.00	1°47'09"	S67°35'20"E	24.02
C280	24.02	770.00	1°47'09"	S65°48'11"E	24.02
C281	24.02	770.00	1°47'09"	S64°01'02"E	24.02
C282	24.02	770.00	1°47'09"	S62°13'53"E	24.02
C283	24.02	770.00	1°47'09"	S60°26'44"E	24.02
C284	24.02	770.00	1°47'09"	S58°39'35"E	24.02
C285	24.02	770.00	1°47'09"	S56°52'26"E	24.02
C286	24.02	770.00	1°47'09"	S55°05'17"E	24.02
C287	24.02	770.00	1°47'09"	S53°18'08"E	24.02
C288	24.02	770.00	1°47'09"	S51°30'59"E	24.02
C289	24.02	770.00	1°47'09"	S49°43'50"E	24.02
C290	24.02	770.00	1°47'09"	S47°56'41"E	24.02
C291	24.02	770.00	1°47'09"	S46°09'32"E	24.02
C292	24.02	770.00	1°47'09"	S44°22'23"E	24.02
C293	24.02	770.00	1°47'09"	S42°35'14"E	24.02
C294	24.02	770.00	1°47'09"	S40°48'05"E	24.02
C295	24.02	770.00	1°47'09"	S39°00'56"E	24.02
C296	24.02	770.00	1°47'09"	S37°13'47"E	24.02
C297	24.02	770.00	1°47'09"	S35°26'38"E	24.02
C298	24.02	770.00	1°47'09"	S33°39'29"E	24.02
C299	24.02	770.00	1°47'09"	S31°52'20"E	24.02
C300	24.02	770.00	1°47'09"	S30°05'11"E	24.02
C301	24.02	770.00	1°47'09"	S28°18'02"E	24.02
C302	24.02	770.00	1°47'09"	S26°30'53"E	24.02
C303	24.02	770.00	1°47'09"	S24°43'44"E	24.02
C304	24.02	770.00	1°47'09"	S22°56'35"E	24.02
C305	24.02	770.00	1°47'09"	S21°09'26"E	24.02
C306	24.02	770.00	1°47'09"	S19°22'17"E	24.02
C307	24.02	770.00	1°47'09"	S17°35'08"E	24.02
C308	24.02	770.00	1°47'09"	S15°47'59"E	24.02
C309	24.02	770.00	1°47'09"	S14°00'50"E	24.02
C310	24.02	770.00	1°47'09"	S12°13'41"E	24.02
C311	24.02	770.00	1°47'09"	S10°26'32"E	24.02
C312	24.02	770.00	1°47'09"	S08°39'23"E	24.02
C313	24.02	770.00	1°47'09"	S06°52'14"E	24.02
C314	24.02	770.00	1°47'09"	S05°05'05"E	24.02
C315	24.02	770.00	1°47'09"	S03°17'56"E	24.02
C316	24.02	770.00	1°47'09"	S01°30'47"E	24.02
C317	24.02	770.00	1°47'09"	S00°16'38"W	24.02
C318	24.02	770.00	1°47'09"	S02°03'47"W	24.02
C319	24.02	770.00	1°47'09"	S03°50'56"W	24.02
C320	24.02	770.00	1°47'09"	S05°38'05"W	24.02
C321	24.02	770.00	1°47'09"	S07°25'14"W	24.02
C322	24.02	770.00	1°47'09"	S09°12'23"W	24.02
C323	24.02	770.00	1°47'09"	S10°59'32"W	24.02
C324	24.02	770.00	1°47'09"	S12°46'41"W	24.02
C325	24.02	770.00	1°47'09"	S14°33'50"W	24.02
C326	24.02	770.00	1°47'09"	S16°20'59"W	24.02
C327	24.02	770.00	1°47'09"	S18°08'08"W	24.02
C328	24.02	770.00	1°47'09"	S19°55'17"W	24.02
C329	24.02	770.00	1°47'09"	S21°42'26"W	24.02
C330	24.02	770.00	1°47'09"	S23°29'35"W	24.02
C331	24.02	770.00	1°47'09"	S25°16'44"W	24.02
C332	24.02	770.00	1°47'09"	S27°03'53"W	24.02
C333	24.02	770.00	1°47'09"	S28°51'02"W	24.02
C334	24.02	770.00	1°47'09"	S30°38'11"W	24.02
C335	24.02	770.00	1°47'09"	S32°25'20"W	24.02
C336	24.02	770.00	1°47'09"	S34°12'29"W	24.02
C337	24.02	770.00	1°47'09"	S35°59'38"W	24.02
C338	24.02	770.00	1°47'09"	S37°46'47"W	24.02
C339	24.02	770.00	1°47'09"	S39°33'56"W	24.02
C340	24.02	770.00	1°47'09"	S41°21'05"W	24.02
C341	24.02	770.00	1°47'09"	S43°08'14"W	24.02
C342	24.02	770.00	1°47'09"	S44°55'23"W	24.02
C343	24.02	770.00	1°47'09"	S46°42'32"W	24.02
C344	24.02	770.00	1°47'09"	S48°29'41"W	24.02
C345	24.02	770.00	1°47'09"	S50°16'50"W	24.02
C346	24.02	770.00	1°47'09"	S52°03'59"W	24.02
C347	24.02	770.00	1°47'09"	S53°51'08"W	24.02
C348	24.02	770.00	1°47'09"	S55°38'17"W	24.02
C349	24.02	770.00	1°47'09"	S57°25'26"W	24.02
C350	24.02	770.00	1°47'09"	S59°12'35"W	24.02
C351	24.02	770.00	1°47'09"	S60°59'44"W	24.02
C352	24.02	770.00	1°47'09"	S62°46'53"W	24.02
C353	24.02	770.00	1°47'09"	S64°34'02"W	24.02
C354	24.02	770.00	1°47'09"	S66°21'11"W	24.02
C355	24.02	770.00	1°47'09"	S68°08'20"W	24.02
C356	24.02	770.00	1°47'09"	S69°55'29"W	24.02
C357	24.02	770.00	1°47'09"	S71°42'38"W	24.02
C358	24.02	770.00	1°47'09"	S73°29'47"W	24.02
C359	24.02	770.00	1°47'09"	S75°16'56"W	24.02
C360	24.02	770.00	1°47'09"	S77°04'05"W	24.02
C361	24.02	770.00	1°47'09"	S78°51'14"W	24.02
C362	24.02	770.00	1°47'09"	S80°38'23"W	24.02
C363	24.02	770.00	1°47'09"	S82°25'32"W	24.02
C364	24.02	770.00	1°47'09"	S84°12'41"W	24.02
C365	24.02	770.00	1°47'09"	S85°59'50"W	24.02
C366	24.02	770.00	1°47'09"	S87°46'59"W	24.02
C367	24.02	770.00	1°47'09"	S89°34'08"W	24.02
C368	24.02	770.00	1°47'09"	N89°39'43"W	24.02
C369	24.02	770.00	1°47'09"	N87°52'34"W	24.02
C370	24.02	770.00	1°47'09"	N86°05'25"W	24.02
C371	24.02	770.00	1°47'09"	N84°18'16"W	24.02
C372	24.02	770.00	1°47'09"	N82°31'07"W	24.02
C373	24.02	770.00	1°47'09"	N80°43'58"W	24.02
C374	24.02	770.00	1°47'09"	N78°56'49"W	24.02
C375	24.02	770.00	1°47'09"	N77°09'40"W	24.02
C376	24.02	770.00	1°47'09"	N75°22'31"W	24.02
C377	24.02	770.00	1°47'09"	N73°35'22"W	24.02
C378	24.02	770.00	1°47'09"	N71°48'13"W	24.02
C379	24.02	770.00	1°47'09"	N70°01'04"W	24.02
C380	24.02	770.00	1°47'09"	N68°13'55"W	24.02
C381	24.02	770.00	1°47'09"	N66°26'46"W	24.02
C382	24.02	770.00	1°47'09"	N64°39'37"W	24.02
C383	24.02	770.00	1°47'09"	N62°52'28"W	24.02
C384	24.02	770.00	1°47'09"	N61°05'19"W	24.02
C385	24.02	770.00	1°47'09"	N59°18'10"W	24.02
C386	24.02	770

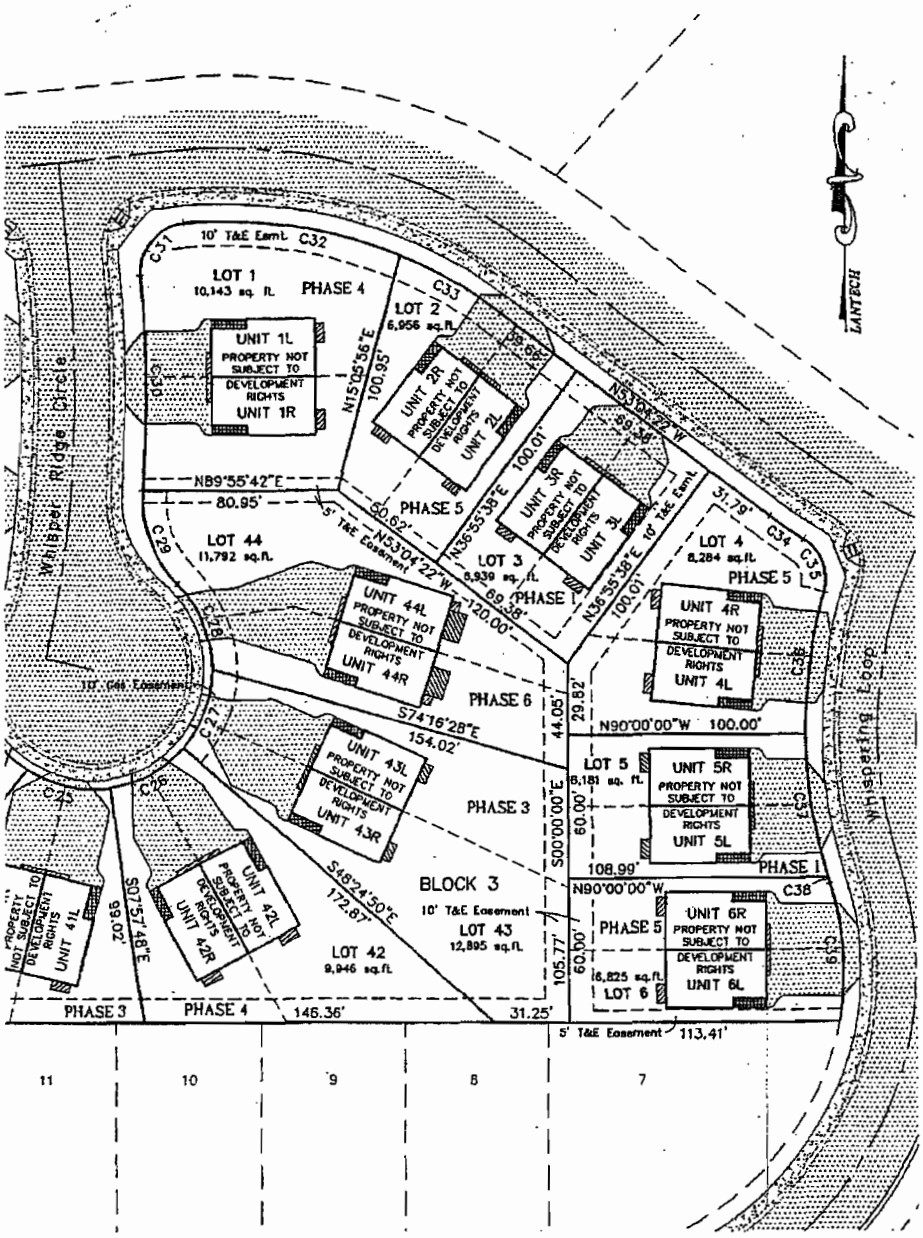


CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C1	85.98	670.00	7°21'10"	N83°37'09"W	85.92
C2	31.90	20.00	91°22'43"	N34°15'13"W	28.62
C3	23.07	400.00	3°18'18"	S09°47'00"W	23.07
C4	53.71	400.00	7°41'39"	S04°17'02"W	53.67
C5	11.71	400.00	1°40'39"	S00°24'07"E	11.71
C6	28.68	50.00	32°51'36"	N15°11'21"E	28.28
C7	22.36	50.00	25°37'34"	S18°48'22"W	22.18
C8	37.73	50.00	43°13'54"	S15°37'22"E	36.84
C9	37.71	50.00	43°12'43"	S58°56'41"E	36.82
C10	36.32	50.00	41°37'29"	N78°44'13"E	35.53



CURVE TABLE				
GTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
85.98	670.00	7°21'10"	N83°37'09"W	85.92
31.90	20.00	91°22'43"	N34°15'13"W	28.62
23.07	400.00	3°18'18"	S09°47'00"W	23.07
53.71	400.00	7°41'39"	S04°17'02"W	53.67
11.71	400.00	1°40'39"	S00°24'07"E	11.71
28.68	50.00	32°51'36"	N15°11'21"E	28.28

LEGEND:



CERTIFICATE OF

SECTION 34.08.090 D
DECLARATION FOR A
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CERTIFICATE OF COMI
STRUCTURAL COMPON
COMPRISING A UNIT (
ACCORDANCE WITH TI

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ARE SUBSTANTIALLY

HOFFMAN P. ANTHON
LANTECH INC.
440 WEST BENSON #
ANCHORAGE, ALASKA

NOTARY ACKNOW

SUBSCRIBED AND SW

FOR: ANTHONY P. H

2-14-200

MY COMMISSION EXPI

SURVEYOR'S CER

SECTION 34.08.170 (
CERTIFICATION BE M
AS SET FORTH IN SE

I DO HEREBY CERTIF
THE UNITS ACCURAT
INFORMATION REQUI
AND PLANS FILED HI
DIMENSIONS DEPICTE
CONSTRUCTION DRAV

ANTHONY P. HOFFMA
LANTECH INC.
440 WEST BENSON #
ANCHORAGE, ALASKA

OWNERS CERTIFIC

THE UNDERSIGNED, D
3, WHISPERWOOD SUI
UNDER PLAT NO. 20
JUDICIAL DISTRICT, S
SUBDIVISION--PHASE
2004--138, RECORDS
STATE OF ALASKA.
SECTION 14, TOWNSH
ANCHORAGE RECORDI

THE UNDERSIGNED A
HILL, RECORDED ON
AND AS SET FORTH
JUDICIAL DISTRICT, S
ON THE 8TH DAY OF
ANCHORAGE RECORDI
AMENDED BY AMENDI
RECORDING NO. 200
JUDICIAL DISTRICT ST
ON THE 15TH DAY O
ANCHORAGE RECORDI
AMENED BY AMENDM
SERIAL RECORDING N
JUDICIAL DISTRICT, S
ON THE 5TH DAY OF
RECORDING DISTRICT,
34.08.100 OF THE AL
PLAT AND PLANS TO
SHOWN HEREIN.

WHISPERWOOD HILL CONDOMINIUMS

PHASE 7

A COMMON INTEREST COMMUNITY

F COMPLETION

) OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT PROVIDES THAT A A CONDOMINIUM MAY NOT BE RECORDED AND A PLAT OR PLAN THAT IS LARATION FOR A CONDOMINIUM MAY NOT BE FILED UNLESS A OMPLETION IS RECORDED WITH THE DECLARATION AS EVIDENCE THAT THE PONENTS AND MECHANICAL SYSTEMS OF EACH BUILDING CONTAINING OR T OF THE CONDOMINIUM ARE COMPLETED SUBSTANTIALLY IN I THE PLAT AND PLANS.

TIFY THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS LY IN ACCORDANCE WITH THE PLANS.

7-12-06

ORY, PLS

#200
KA 99503

OWLEDGMENT

SWORN TO BEFORE ME THIS 17th DAY OF July 2006.

. HOFFMAN

08

OPIRES

State of Alaska
Notary Public
Karen E. Primera
My Commission Expires 2-14-2008

ERTIFICATE

D OF THE COMMON INTEREST OWNERSHIP ACT REQUIRES THAT A MADE WHICH STATES THAT PLAT AND PLAN CONTAINS THE INFORMATION SECTION 34.08.170.

TIFY THAT THIS PLAT AND PLANS ARE A TRUE AND CORRECT LAYOUT OF ATELY SURVEYED TO DEPICT AN AS-BUILT SURVEY AND THAT THE UIRED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THE PLAT HEREWITH. THE VERTICAL AND HORIZONTAL BOUNDARIES AND TED ON THE PLANS ARE REPRODUCED DIRECTLY FROM ACTUAL AWINGS AND ACCORDINGLY ARE NOT INCLUDED IN THIS CERTIFICATION.

7-12-06

MAN, PLS

#200
KA 99503

FICATE

, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOTS 27-38, BLOCK SUBDIVISON-PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED 2004-122, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD . STATE OF ALASKA; AND LOTS 1-6 AND 37-44 BLOCK 3, WHISPERWOOD E 2 ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NO. OS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, - LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA. RDING DISTRICT.

AS DECLARANT UNDER THAT CERTAIN DECLARATION FOR WHISPERWOOD N THE 4TH DAY OF MARCH, 2005, UNDER SERIAL NO. 2005-013803-0 H IN PLAT NO. 2005-22 IN THE ANCHORAGE RECORDING DISTRICT, THIRD . STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 1, RECORDED OF MAY, 2005 AT SERIAL RECORDING NO. 2005-030590-0 IN THE RDING DISTRICT, THIRD JUDICIAL DISTRICT STATE OF ALASKA, AND AS NDMENT NO. 2, RECORDED ON THE 27TH DAY OF JULY, 2005 AT SERIAL 005-052228-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 3, RECORDED OF AUGUST, 2005 AT SERIAL RECORDING NO. 2005-057694-0 IN THE RDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS DMENT NO. 4, RECORDED ON THE 16TH DAY OF NOVEMBER, 2005 AT NO. 2005-083197-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD . STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 5, RECORDED OF JANUARY, 2006, AT SERIAL NO. 2006-000945-0 IN THE ANCHORAGE CT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, PURSUANT TO SECTION ALASKA COMMON INTEREST OWNERSHIP ACT DOES HEREBY FILE THIS TO REFLECT THE CREATION OF THE UNITS AND COMMON ELEMENTS AS

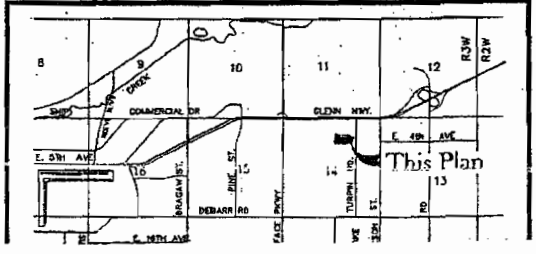
NOTES:

1) ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND DECIMAL PORTIONS OF FEET.
2) ALL BUILDING TIES ARE AT 90° TO THE PROPERTY LINES UNLESS OTHERWISE NOTED.
3) ELEVATION DATUM FOR THE BUILDINGS IS GREATER ANCHORAGE AREA BOROUGH, POST QUAKE, U.S. GEODETIC SURVEY, MEAN SEA LEVEL OF 1972.
4) EACH UNIT IS DESIGNATED BY A NUMBER INDICATING THE DESIGNATION OF THE UNIT WITHIN THE PROJECT(i.e. UNIT 1R).
5) THIS PROJECT IS LOCATED ON LOTS 27-38 BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT 2004-122, AND LOTS 1-6 & 37-44, BLOCK 3, WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT 2004-138 WITHIN NW 1/4 OF NE 1/4, SEC. 14, T13N, R3W, S.M. ALASKA, ANCHORAGE RECORDING DISTRICT.
6) THE CONDOMINIUM DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE "COMMON INTEREST OWNERSHIP ACT", ALASKA STATUTE 34.08.
7) AREAS OUTSIDE OF UNIT BOUNDARIES AND LIMITED COMMON ELEMENTS, AS SPECIFIED IN THE DECLARATION, ARE COMMON ELEMENTS.
8) 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, SIGN, 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.
9) UNIT BOUNDARIES SHOWN ON THIS SHEET ARE ACTUAL UNIT BOUNDARIES DEFINITION OF UNIT IN ARTICLE IV
10) EACH UNIT HAS A LIMITED COMMON ELEMENT DRIVE.
11) DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
12) AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 215,271 S.F. = 4.9 AC.
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 MARCH 4TH, 2005, SERIAL 2005-013803-0, 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(e) OF THE DECLARATION AT THE LOCATIONS SHOWN ON THE PLAT AS "UNIT OWNER' FENCE LOCATION.
17) FENCE FOR UNITS 27R, 36L AND 37R SHALL BE FOUR(4) FEET IN HEIGHT WITHIN THE TEN FOOT SECONDARY FRONT YARD SETBACK ADJACENT TO WHISPERWOOD PARD DRIVE.

PHASE 1	DEC 9 2004	LOTS 3, 5 & 28
PHASE 2	FEB 14 2005	LOTS 37, 38 & 40
PHASE 3	JULY 2 2005	LOTS 39, 41 & 43
PHASE 4	JULY 25 2005	LOTS 1, 33 & 42
PHASE 5	OCT 20 2005	LOTS 2, 4, 6, 27, 35 & 36
PHASE 6	DEC 19 2005	LOTS 29, 34 & 44
PHASE 7	JULY 5 2006	LOTS 30, 31 & 32

SHEET 1 OF 3

Vicinity Map Scale: 1"= 1 Mile



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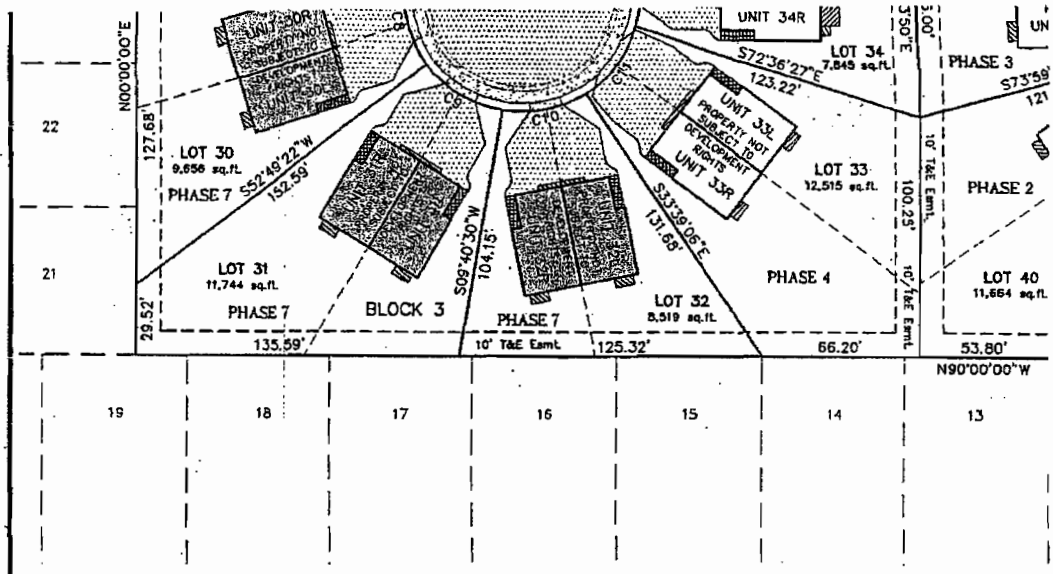
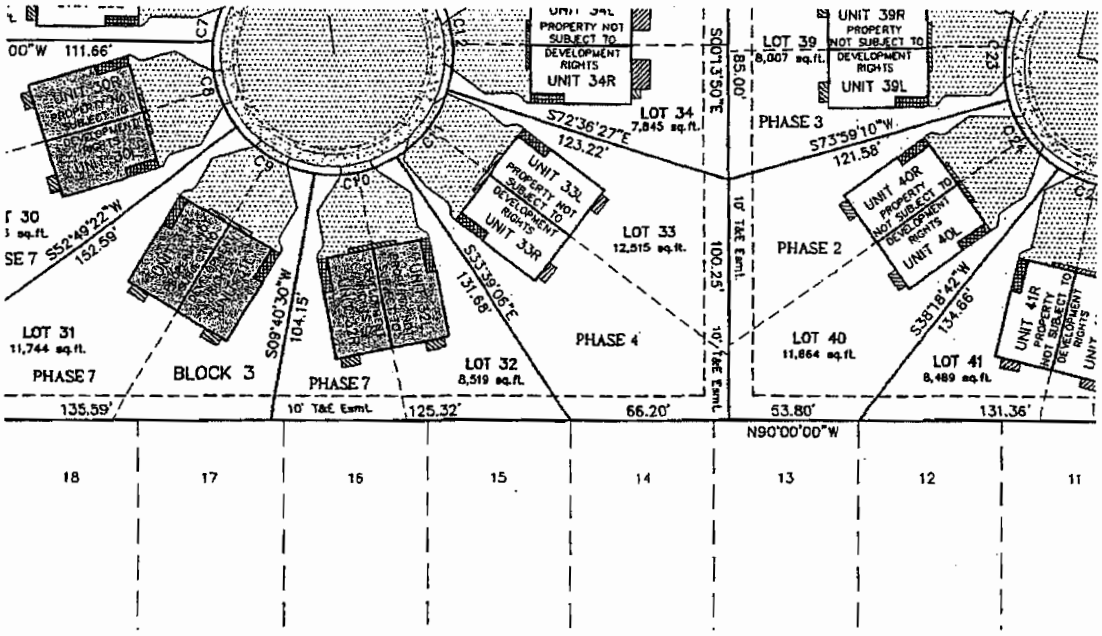


CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C1	85.98	670.00	7°21'10"	N83°37'09"W	85.92
C2	31.90	20.00	91°22'43"	N34°15'13"W	28.62
C3	23.07	400.00	3°18'18"	S09°47'00"W	23.07
C4	53.71	400.00	7°41'39"	S04°17'02"W	53.67
C5	11.71	400.00	1°40'39"	S00°24'07"E	11.71
C6	28.68	50.00	32°51'38"	N15°11'21"E	28.28
C7	22.38	50.00	25°37'34"	S18°48'22"W	22.18
C8	37.73	50.00	43°13'54"	S15°37'22"E	36.84
C9	37.71	50.00	43°12'43"	S58°50'41"E	36.82
C10	36.32	50.00	41°37'29"	N78°44'13"E	35.53
C11	35.42	50.00	40°35'34"	N37°37'41"E	34.69
C12	51.43	50.00	58°56'24"	N12°08'18"W	49.20
C13	37.04	50.00	42°26'40"	S20°23'10"E	36.20
C14	31.10	340.00	5°14'27"	S03°27'24"W	31.09
C15	31.80	340.00	5°21'31"	S08°45'23"W	31.79
C16	30.08	20.00	86°10'39"	S54°31'28"W	27.33
C17	106.14	730.00	8°19'51"	S86°33'08"E	106.05
C18	62.59	730.00	4°54'46"	N86°49'34"E	62.57
C19	31.81	20.00	91°08'25"	N50°03'37"W	28.56
C20	54.31	490.00	6°21'03"	N01°16'53"W	54.28
C21	65.27	490.00	7°37'54"	N05°46'35"E	65.22
C22	27.20	490.00	3°10'51"	N11°04'57"E	27.20
C23	25.03	50.00	28°41'13"	S01°40'14"E	24.77
C24	35.76	60.00	40°58'29"	S36°30'05"E	35.00
C25	35.76	50.00	40°58'29"	S77°28'33"E	35.00
C26	35.76	50.00	40°58'29"	N61°32'58"E	35.00
C27	35.76	50.00	40°58'29"	N20°34'29"E	35.00
C28	38.99	50.00	44°40'50"	N22°15'10"W	38.01
C29	42.94	50.00	49°12'24"	S19°58'23"E	41.63
C30	89.31	550.00	9°18'13"	N00°02'17"W	89.21
C31	31.20	20.00	89°22'02"	S39°59'37"W	28.13
C32	91.07	190.00	27°27'43"	N81°36'30"W	90.20
C33	48.04	190.00	14°47'17"	N60°28'00"W	48.90
C34	17.35	250.00	3°58'34"	S55°03'39"E	17.35
C35	25.48	20.00	72°59'10"	N20°33'21"W	23.79
C36	59.21	210.00	16°09'16"	S07°31'36"W	59.01
C37	60.88	210.00	16°36'40"	S08°31'22"E	60.67
C38	2.58	210.00	0°42'11"	S17°10'47"E	2.58
C39	58.22	120.00	27°47'59"	N03°37'53"W	57.65

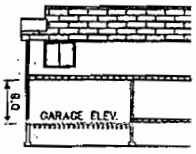


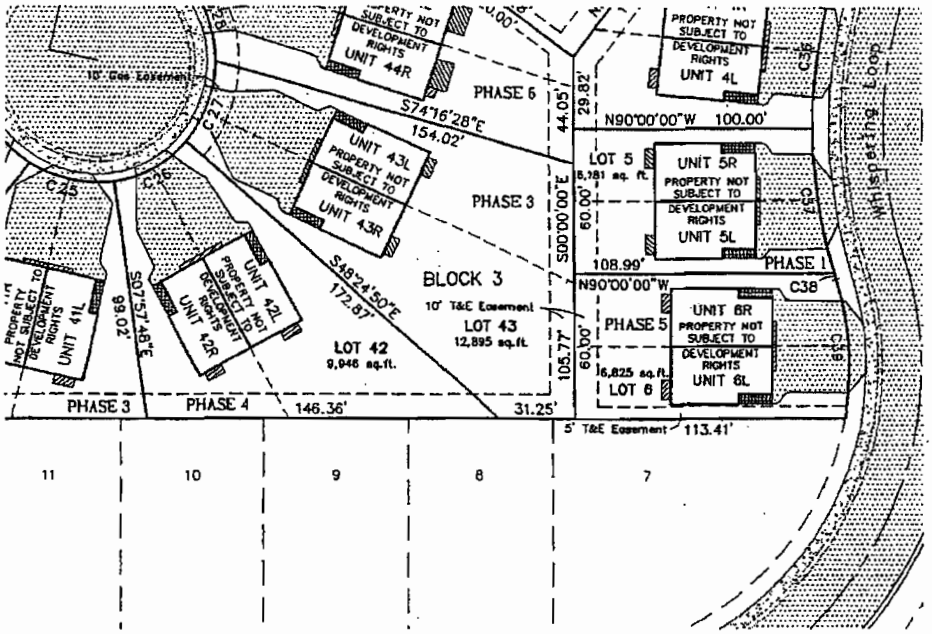
CURVE TABLE				
IGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
85.98	570.00	7°21'10"	N83°37'09"W	85.92
31.90	20.00	91°22'43"	N34°15'13"W	28.62
23.07	400.00	3°18'18"	S09°47'00"W	23.07
53.71	400.00	7°41'39"	S04°17'02"W	53.67
11.71	400.00	1°40'39"	S00°24'07"E	11.71
28.68	50.00	32°51'36"	N15°11'21"E	28.28
22.36	50.00	25°37'34"	S18°48'22"W	22.18
37.73	50.00	43°13'54"	S15°37'22"E	36.84
37.71	50.00	43°12'43"	S58°50'41"E	36.82
36.32	60.00	41°37'29"	N78°44'13"E	35.53
35.42	60.00	40°35'34"	N37°37'41"E	34.69
51.43	60.00	58°56'24"	N12°08'18"W	49.20
37.04	50.00	42°26'40"	S20°23'10"E	36.20
31.10	340.00	5°14'27"	S03°27'24"W	31.09
31.80	340.00	5°21'31"	S08°45'23"W	31.79
30.08	20.00	86°10'39"	S54°31'28"W	27.33
106.14	730.00	8°19'51"	S86°33'08"E	106.05
62.59	730.00	4°54'46"	N88°49'34"E	62.57
31.81	20.00	91°08'25"	N50°03'37"W	28.56
54.31	490.00	6°21'03"	N01°18'53"W	54.28
65.27	490.00	7°37'54"	N05°40'36"E	65.22
27.20	490.00	3°10'51"	N11°04'57"E	27.20
25.03	50.00	28°41'13"	S01°40'14"E	24.77
35.76	50.00	40°58'29"	S36°30'05"E	35.00
35.76	50.00	40°58'29"	S77°28'33"E	35.00
35.76	50.00	40°58'29"	N61°32'58"E	35.00
35.76	50.00	40°58'29"	N20°34'29"E	35.00
38.99	50.00	44°40'50"	N22°15'10"W	38.01
42.94	50.00	49°12'24"	S19°59'23"E	41.63
89.31	550.00	9°18'13"	N00°02'17"W	89.21
31.20	20.00	89°22'02"	S39°59'37"W	28.13
91.07	190.00	27°27'43"	N81°35'30"W	90.20
49.04	190.00	14°47'17"	N80°28'00"W	48.90
17.35	250.00	3°58'34"	S55°03'39"E	17.35
25.48	20.00	72°59'10"	N20°33'21"W	23.79
59.21	210.00	16°09'16"	S07°51'36"W	59.01
60.68	210.00	16°36'40"	S08°31'22"E	60.67
2.58	210.00	0°42'11"	S17°10'47"E	2.58
58.22	120.00	27°47'59"	N03°37'53"W	57.65

LEGEND:

- Concrete
- Paved Drive (must be built)
- Overhang
- Deck
- Existing Pavement

UNFINISHE
LOWER SURF





2-14-200

MY COMMISSION EXP

SURVEYOR'S CEF

SECTION 34.08.170 (
CERTIFICATION BE M
AS SET FORTH IN SI

I DO HEREBY CERTI
THE UNITS ACCURAT
INFORMATION REQUI
AND PLANS FILED H
DIMENSIONS DEPICTE
CONSTRUCTION DRA

ANTHONY P. HOFFMA
LANTECH INC.
440 WEST BENSON
ANCHORAGE, ALASK

OWNERS CERTIFI

THE UNDERSIGNED, O
3, WHISPERWOOD SU
UNDER PLAT NO. 20
JUDICIAL DISTRICT, S
SUBDIVISION-PHASE
2004-138, RECORDS
STATE OF ALASKA.
SECTION 14, TOWNSH
ANCHORAGE RECORDI

THE UNDERSIGNED A
HILL, RECORDED ON
AND AS SET FORTH
JUDICIAL DISTRICT, S
ON THE 9TH DAY OF
ANCHORAGE RECORDI
AMENDED BY AMENDI
RECORDING NO. 200
JUDICIAL DISTRICT S
ON THE 15TH DAY O
ANCHORAGE RECORDI
AMENED BY AMENDM
SERIAL RECORDING N
JUDICIAL DISTRICT, S
ON THE 5TH DAY OF
RECORDING DISTRICT.
34.08.100 OF THE A
PLAT AND PLANS TO
SHOWN HEREIN.

OWNER
HULTQUIST HOMES IN
360 EAST 100TH AV
ANCHORAGE, AK. 99

NOTARY ACKNOWL

SUBSCRIBED AND SW

FOR:
My Commission
May 28, 20

MY COMMISSION EXPI

BENEFICIARY:

KEY BANK OF WASHI
601 108TH AVENUE
BELLEVUE, WA 9800
KATHLEEN HERDLEIN
VICE PRESIDENT

NOTARY ACKNOW

SUBSCRIBED AND SW

FOR: WASHING

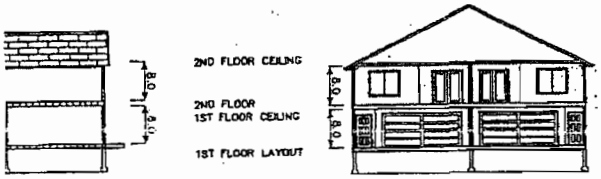
Feb 9
My commission expi

e built)

STATE OF ALASKA
49TH
Anthony P. Hoffman
LS-9
Registered Professional Land Surveyor

ISHED UPPER SURFACES OF FLOORS TO UNFINISHED
SURFACES OF CEILING BEARING STRUCTURE HEIGHTS

NOT TO SCALE



)8

PIRES

X-P-

State of Alaska
Notary Public
Karen E. Primera
My Commission Expires 2-14-2008

RTIFICATE

OF THE COMMON INTEREST OWNERSHIP ACT REQUIRES THAT A MADE WHICH STATES THAT PLAT AND PLAN CONTAINS THE INFORMATION SECTION 34.08.170.

IFY THAT THIS PLAT AND PLANS ARE A TRUE AND CORRECT LAYOUT OF ITELY SURVEYED TO DEPICT AN AS-BUILT SURVEY AND THAT THE IIRED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THE PLAT HEREWITH. THE VERTICAL AND HORIZONTAL BOUNDARIES AND TED ON THE PLANS ARE REPRODUCED DIRECTLY FROM ACTUAL AWINGS AND ACCORDINGLY ARE NOT INCLUDED IN THIS CERTIFICATION.

7-12-06

AAK, PLS

#200
KA 99503

TCATE

DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOTS 27-36, BLOCK UBDIVISON-PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED 004-122, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD STATE OF ALASKA; AND LOTS 1-6 AND 37-44 BLOCK 3, WHISPERWOOD E 2 ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NO. 1S OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA, IDING DISTRICT.

AS DECLARANT UNDER THAT CERTAIN DECLARATION FOR WHISPERWOOD N THE 4TH DAY OF MARCH, 2005, UNDER SERIAL NO. 2005-013803-0 H IN PLAT NO. 2005-22 IN THE ANCHORAGE RECORDING DISTRICT, THIRD STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 1, RECORDED OF MAY, 2005 AT SERIAL RECORDING NO. 2005-030590-0 IN THE IDING DISTRICT, THIRD JUDICIAL DISTRICT STATE OF ALASKA, AND AS DMENT NO. 2, RECORDED ON THE 27TH DAY OF JULY, 2005 AT SERIAL 105-052226-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 3, RECORDED OF AUGUST, 2005 AT SERIAL RECORDING NO. 2005-057694-0 IN THE IDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS DMENT NO. 4, RECORDED ON THE 16TH DAY OF NOVEMBER, 2005 AT NO. 2005-083197-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 5, RECORDED OF JANUARY, 2006, AT SERIAL NO. 2006-000945-0 IN THE ANCHORAGE CT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, PURSUANT TO SECTION ALASKA COMMON INTEREST OWNERSHIP ACT DOES HEREBY FILE THIS TO REFLECT THE CREATION OF THE UNITS AND COMMON ELEMENTS AS

INC.
AVENUE
99515

DWLEDGMENT

SWORN TO BEFORE ME THIS 14 DAY OF July 2006.

on Expires
2007

XPIRES

NOTARY PUBLIC

PAMELA GIFFORD
NOTARY PUBLIC
State of Alaska

HINGTON, AUTHORIZED SIGNER/POSITION
E NE NATIONAL ASSOCIATION
104
N

ANN L HOLMBERG
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
2-08-09

DWLEDGMENT

SWORN TO BEFORE ME THIS 17th DAY OF July 2006.

)STON

2009

pires

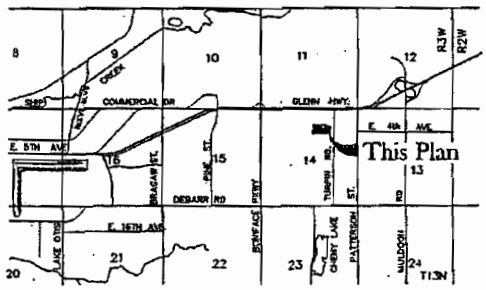
Notary Public

10) EACH UNIT HAS A LIMITED COMMON ELEMENT DRIVE.
11) DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
12) AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 215,273 S.F. = 4.9 AC.
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 MARCH 4TH, 2005, SERIAL 2005-013803-0, 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 8.1(e) OF THE DECLARATION AT THE LOCATIONS SHOWN ON THE PLAT AS 'UNIT OWNER' FENCE LOCATION.
17) FENCE FOR UNITS 27R, 36L AND 37R SHALL BE FOUR(4) FEET IN HEIGHT WITHIN THE TEN FOOT SECONDARY FRONT YARD SETBACK ADJACENT TO WHISPERWOOD PARD DRIVE.

PHASE 1 DEC 9 2004 LOTS 3, 5 & 28
PHASE 2 FEB 14 2005 LOTS 37, 38 & 40
PHASE 3 JULY 2 2005 LOTS 39, 41 & 43
PHASE 4 JULY 25 2005 LOTS 1, 33 & 42
PHASE 5 OCT 20 2005 LOTS 2, 4, 6, 27, 35 & 36
PHASE 6 DEC 19 2005 LOTS 29, 34 & 44
PHASE 7 JULY 5 2006 LOTS 30, 31 & 32

SHEET 1 OF 3

Vicinity Map Scale: 1"= 1 Mile



A CONDOMINIUM PLAT OF:

WHISPERWOOD HILL CONDOMINIUMS

PHASE 7

ADDING UNITS 30L, 30R, 31L, 31R, 32L & 32R

LOCATED ON:

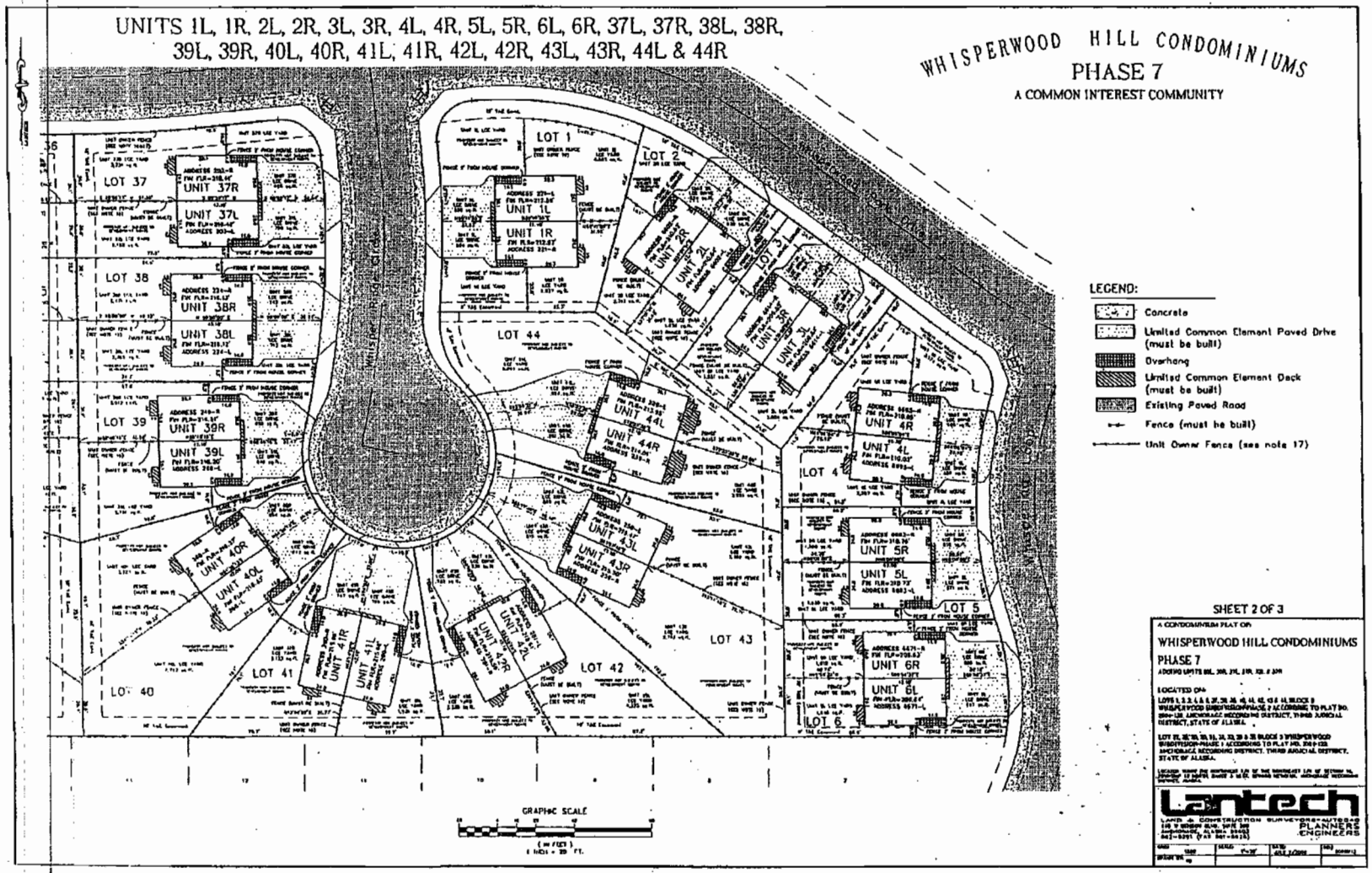
LOTS 1, 2, 3, 4, 5, 6, 37, 38, 39, 40, 41, 42, 43 & 44, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOT 27, 28, 29, 30, 31, 32, 33, 35 & 36 BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT NO. 2004-122, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ANCHORAGE RECORDING DISTRICT, ALASKA.

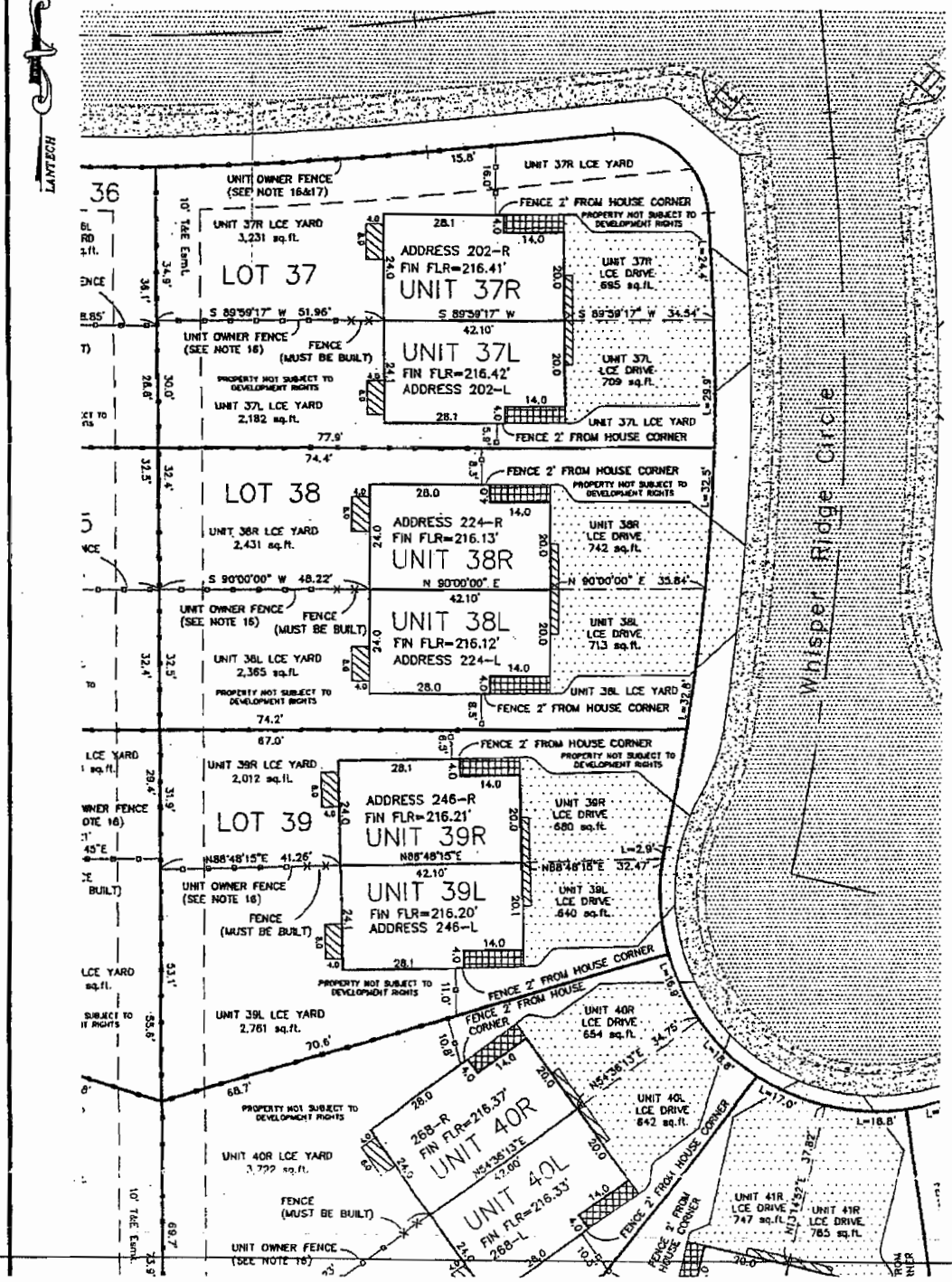
Lantech
LAND & CONSTRUCTION SURVEYORS-AUTOCAD
PLANNERS
ENGINEERS
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6628)

GRID: 1239	SCALE: 1"=40'	DATE: JULY 7/2006	WO# 2003U42
DRAWN BY: CS			

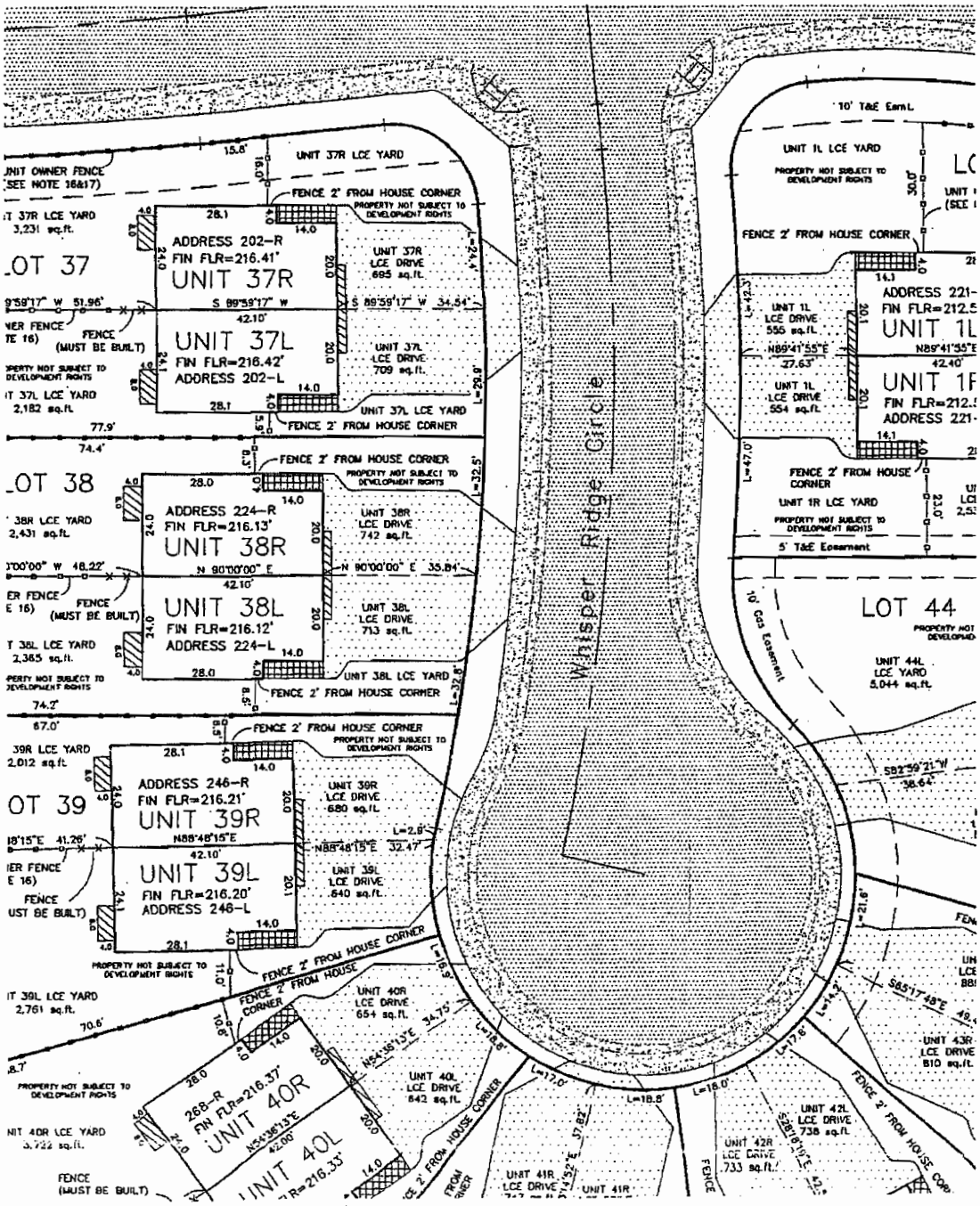


2006-048326-0
21 of 38

UNITS 1L, 1R, 2L, 2R, 3L, 3R, 4L, 39L, 39R, 40L, 40R, 41L, 41

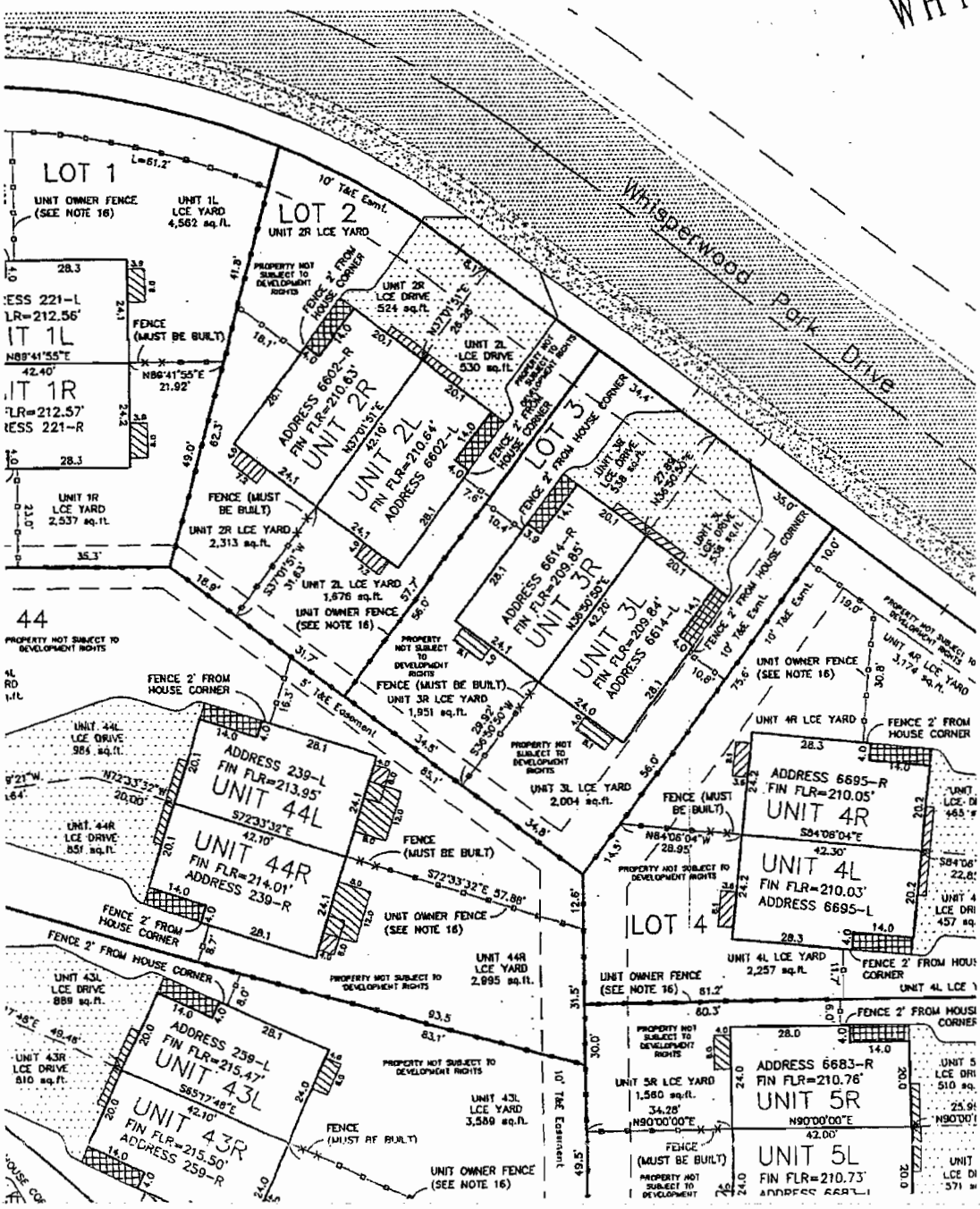


UNITS 1L, 1R, 2L, 2R, 3L, 3R, 4L, 4R, 5L, 5R, 6
39L, 39R, 40L, 40R, 41L, 41R, 42L, 42R, 4



2006-048326-0

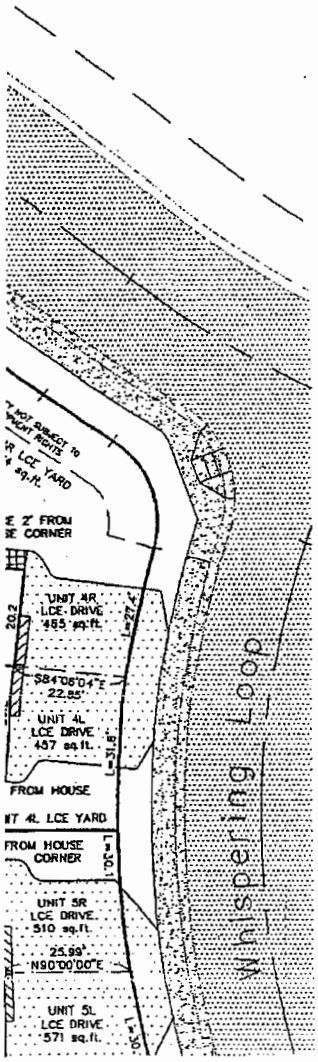
R, 6L, 6R, 37L, 37R, 38L, 38R,
R, 43L, 43R, 44L & 44R



WHISPERWOOD HILL CONDOMINIUMS

PHASE 7

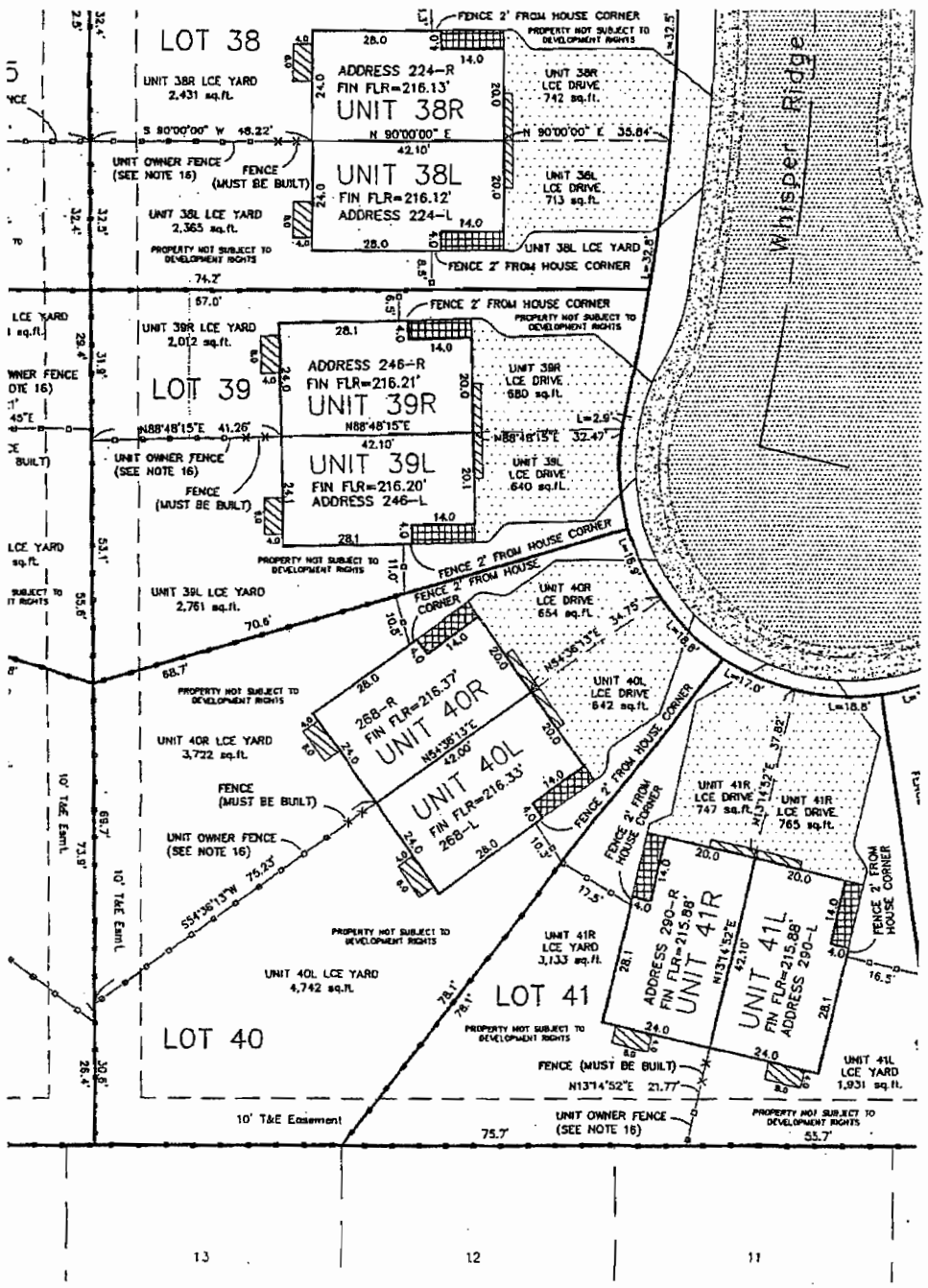
A COMMON INTEREST COMMUNITY

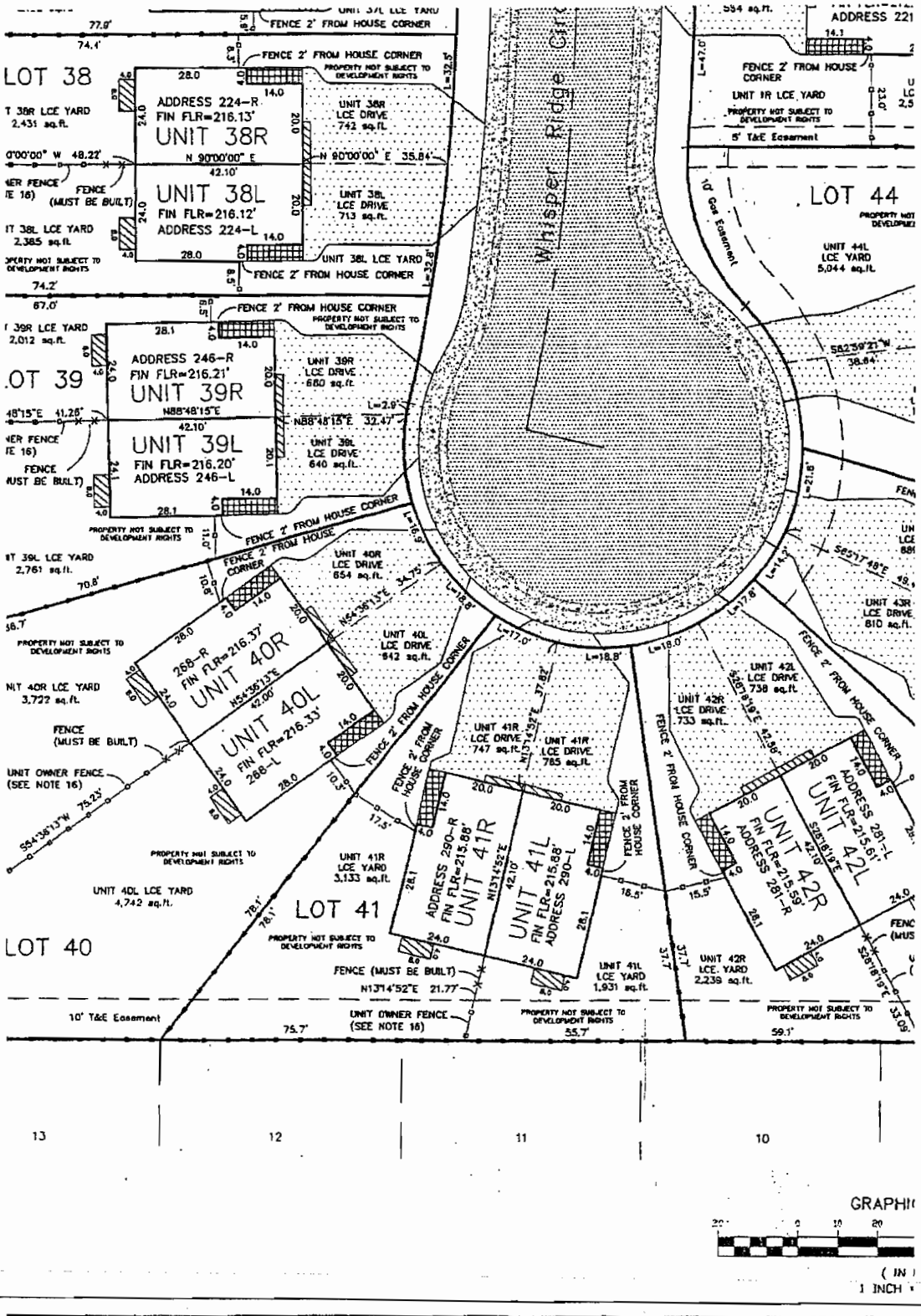


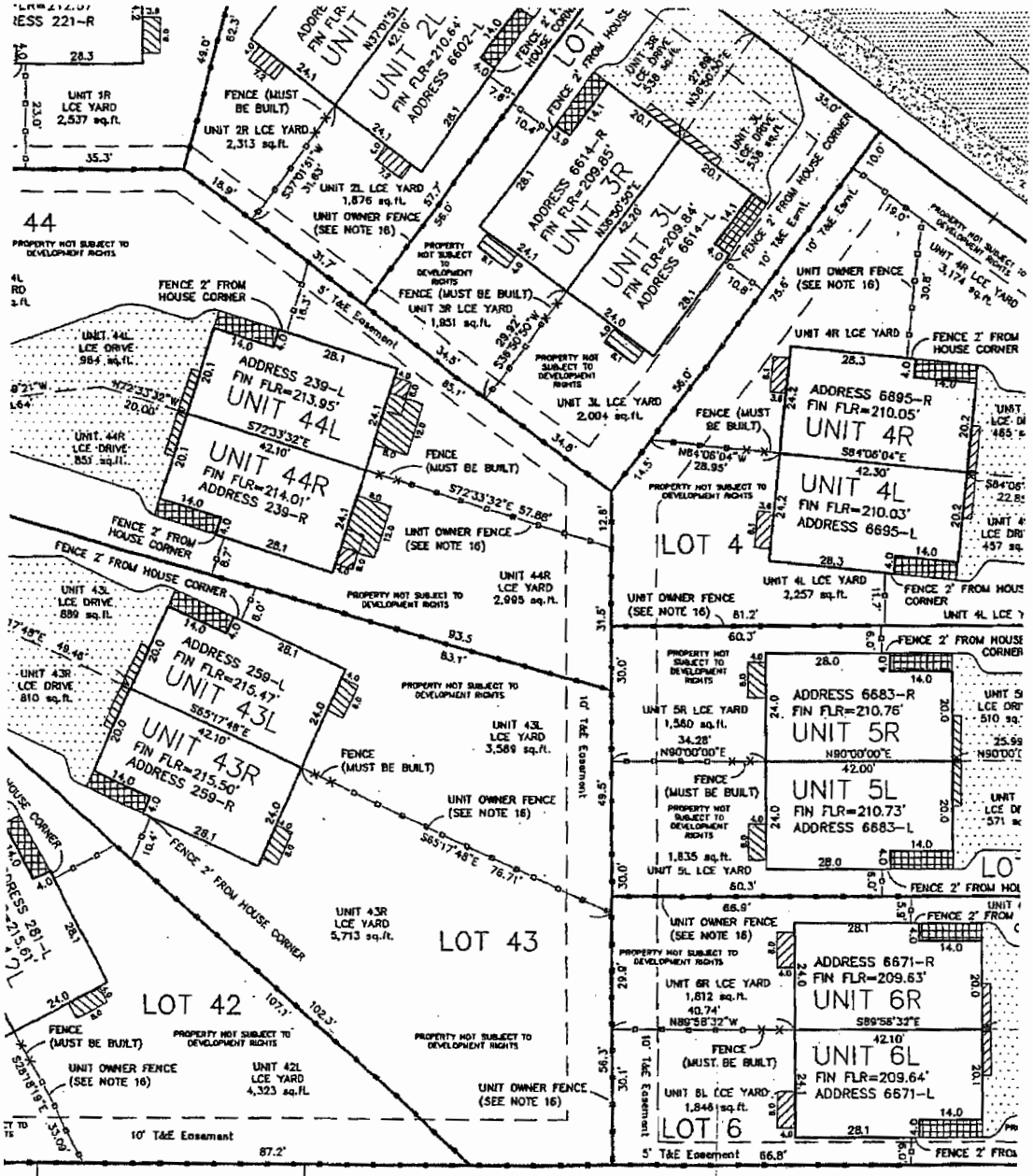
LEGEND:

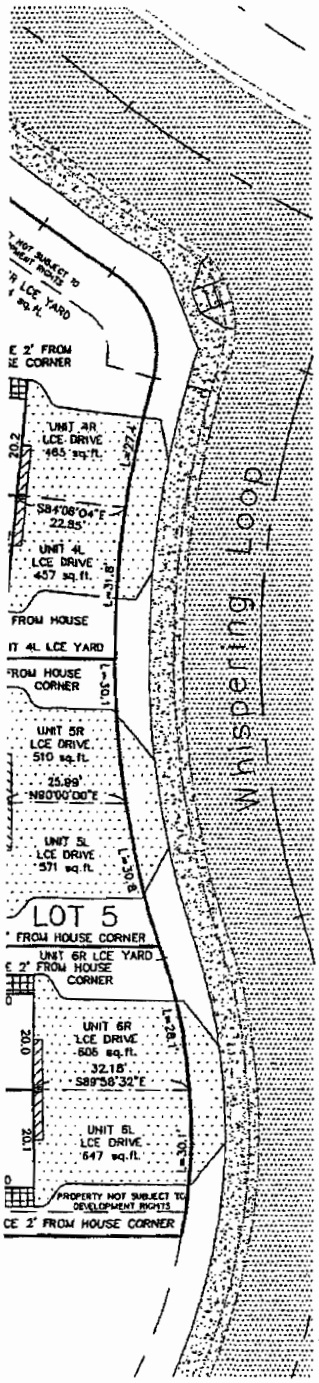
- Concrete
- Limited Common Element Paved Drive (must be built)
- Overhang
- Limited Common Element Deck (must be built)
- Existing Paved Road
- Fence (must be built)
- Unit Owner Fence (see note 17)

2006-048326-0


LOT 38
UNIT 38R LCE YARD
2,431 sq.ft.
ADDRESS 224-R
FIN FLR=216.13'
UNIT 38R
UNIT 38L
FIN FLR=216.12'
ADDRESS 224-L
UNIT 38R LCE DRIVE
742 sq.ft.
UNIT 38L LCE DRIVE
713 sq.ft.
UNIT 38L LCE YARD
2,365 sq.ft.
UNIT 38L LCE YARD
FENCE 2' FROM HOUSE CORNER
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
UNIT OWNER FENCE (SEE NOTE 16)
FENCE (MUST BE BUILT)
LOT 39
UNIT 39R LCE YARD
2,012 sq.ft.
ADDRESS 246-R
FIN FLR=216.21'
UNIT 39R
UNIT 39L
FIN FLR=216.20'
ADDRESS 246-L
UNIT 39R LCE DRIVE
680 sq.ft.
UNIT 39L LCE DRIVE
640 sq.ft.
UNIT 39L LCE YARD
2,761 sq.ft.
UNIT 40R LCE DRIVE
654 sq.ft.
UNIT 40L LCE DRIVE
642 sq.ft.
UNIT 40R LCE YARD
3,722 sq.ft.
268-R
FIN FLR=216.37'
UNIT 40R
UNIT 40L
FIN FLR=216.33'
268-L
UNIT 40L LCE YARD
4,742 sq.ft.
LOT 40
LOT 41
UNIT 41R LCE YARD
3,133 sq.ft.
UNIT 41R LCE DRIVE
747 sq.ft.
UNIT 41R LCE DRIVE
765 sq.ft.
ADDRESS 290-R
FIN FLR=215.88'
UNIT 41R
UNIT 41L
FIN FLR=215.88'
ADDRESS 290-L
UNIT 41L LCE YARD
1,931 sq.ft.
FENCE (MUST BE BUILT)
UNIT OWNER FENCE (SEE NOTE 16)
10' T&E Easement
Whisper Ridge
13
12
11


LOT 38
ADDRESS 224-R
FIN FLR=216.13'
UNIT 38R
UNIT 38L
FIN FLR=216.12'
ADDRESS 224-L
LOT 39
ADDRESS 246-R
FIN FLR=216.21'
UNIT 39R
UNIT 39L
FIN FLR=216.20'
ADDRESS 246-L
LOT 40
268-R
FIN FLR=216.37'
UNIT 40R
UNIT 40L
FIN FLR=216.33'
268-L
LOT 41
ADDRESS 290-R
FIN FLR=215.88'
UNIT 41R
UNIT 41L
FIN FLR=215.88'
ADDRESS 290-L
LOT 44
UNIT 42R
ADDRESS 281-R
FIN FLR=215.59'
UNIT 42L
ADDRESS 281-L
FIN FLR=215.61'
Winged Ridge Cir
FENCE 2' FROM HOUSE CORNER
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
FENCE (MUST BE BUILT)
UNIT OWNER FENCE (SEE NOTE 16)
10' T&E Easement
5' T&E Easement
10' Gas Easement
13
12
11
10


UNIT 1R LCE YARD 2,537 sq.ft.
UNIT 2R LCE YARD 2,313 sq.ft.
UNIT 2L LCE YARD 1,876 sq.ft.
UNIT 2L FIN FLR=210.64' ADDRESS 6602-L
UNIT 3R FIN FLR=209.85' ADDRESS 6614-R
UNIT 3L FIN FLR=209.84' ADDRESS 6614-L
UNIT 3R LCE YARD 1,951 sq.ft.
UNIT 3L LCE YARD 2,004 sq.ft.
UNIT 4R FIN FLR=210.05' ADDRESS 6695-R
UNIT 4L FIN FLR=210.03' ADDRESS 6695-L
UNIT 4R LCE YARD 3,174 sq.ft.
UNIT 4L LCE YARD 2,257 sq.ft.
UNIT 5R FIN FLR=210.76' ADDRESS 6683-R
UNIT 5L FIN FLR=210.73' ADDRESS 6683-L
UNIT 5R LCE YARD 1,560 sq.ft.
UNIT 5L LCE YARD 1,835 sq.ft.
UNIT 6R FIN FLR=209.63' ADDRESS 6671-R
UNIT 6L FIN FLR=209.64' ADDRESS 6671-L
UNIT 6R LCE YARD 1,612 sq.ft.
UNIT 6L LCE YARD 1,846 sq.ft.
UNIT 44L FIN FLR=213.95' ADDRESS 239-L
UNIT 44R FIN FLR=214.01' ADDRESS 239-R
UNIT 44R LCE YARD 2,995 sq.ft.
UNIT 43L FIN FLR=215.47' ADDRESS 259-L
UNIT 43R FIN FLR=215.50' ADDRESS 259-R
UNIT 43R LCE YARD 5,713 sq.ft.
UNIT 43L LCE YARD 3,589 sq.ft.
UNIT 42L LCE YARD 4,323 sq.fL
LOT 4
LOT 43
LOT 42
LOT 6
44
FENCE (MUST BE BUILT)
FENCE 2' FROM HOUSE CORNER
UNIT OWNER FENCE (SEE NOTE 16)
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
10' T&E Easement
5' T&E Easement
9
8
7
GRAPHIC SCALE
20 40 80
(IN FEET)
1 INCH = 20 FT.



LEGEND:

- Concrete
- Limited Common Element Paved Drive (must be built)
- Overhang
- Limited Common Element Deck (must be built)
- Existing Paved Road
- Fence (must be built)
- Unit Owner Fence (see note 17)

SHEET 2 OF 3

A CONDOMINIUM PLAT OF:

WHISPERWOOD HILL CONDOMINIUMS

PHASE 7

ADDING UNITS 30L, 30R, 31L, 31R, 32L & 32R

LOCATED ON:

LOTS 1, 2, 3, 4, 5, 6, 37, 38, 39, 40, 41, 42, 43 & 44, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA

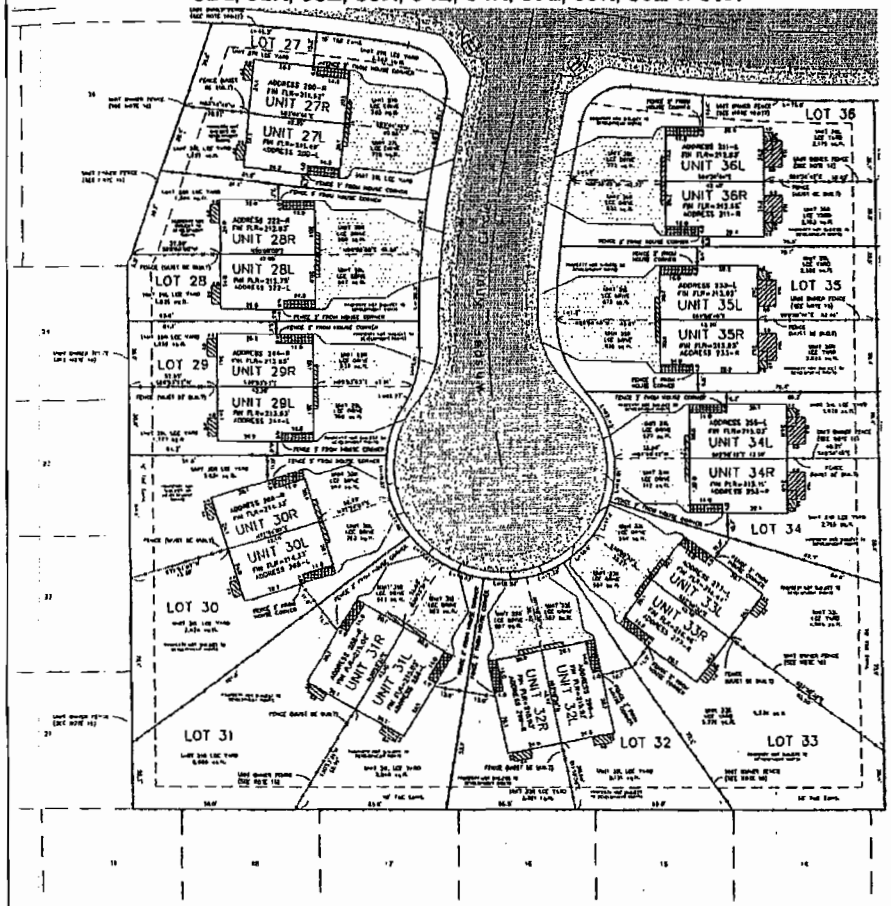
LOT 27, 28, 29, 30, 31, 32, 33, 35 & 36 BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT NO. 2004-122, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ANCHORAGE RECORDING DISTRICT, ALASKA.

Lantech
LAND & CONSTRUCTION SURVEYORS*AUTOCAD
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)
PLANNERS
ENGINEERS

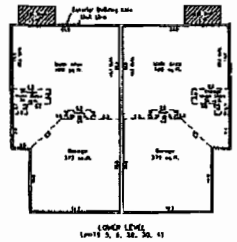
GRID:	SCALE:	DATE:	WO#
1239	1"=20'	JULY 7/2006	2003M42
DRAWN BY: CB			

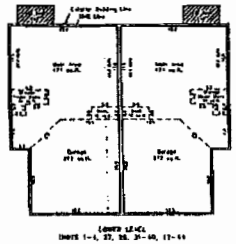
UNITS 27L, 27R, 28L, 28R, 29L, 29R, 30L, 30R, 31L, 31R, 32L, 32R, 33L, 33R, 34L, 34R, 35L, 35R, 36L & 36R

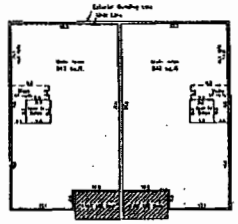


WHISPERWOOD HILL CONDOMINIUMS
PHASE 7
A COMMON INTEREST COMMUNITY

UNIT BUILDING PLANS







LEGEND:

- Concrete
- Limited Common Element Paved Drive (must be built)
- Overhang
- Limited Common Element Deck (must be built)
- Existing Paved Road
- Fence (must be built)
- Unit Owner Fence (see note 17)

GRAPHIC SCALE

SHEET 3 OF 3

A CONDOMINIUM PLAT OF

WHISPERWOOD HILL CONDOMINIUMS

PHASE 7

ADDING UNITS 30L, 30R, 34L, 34R, 35L & 35R

LOCATED ON:

LOTS 1, 2, 3, 4, 5, 6, 27, 28, 29, 30, 45, 46, 47, 48 & 49, BLOCK 3 WHISPERWOOD SUBDIVISION PHASE 7 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOT 27, 28, 29, 30, 31, 32, 33, 34, 35 & 36 BLOCK 3 WHISPERWOOD SUBDIVISION PHASE 1 ACCORDING TO PLAT NO. 2004-100 ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ANCHORAGE RECORDING DISTRICT, ALASKA

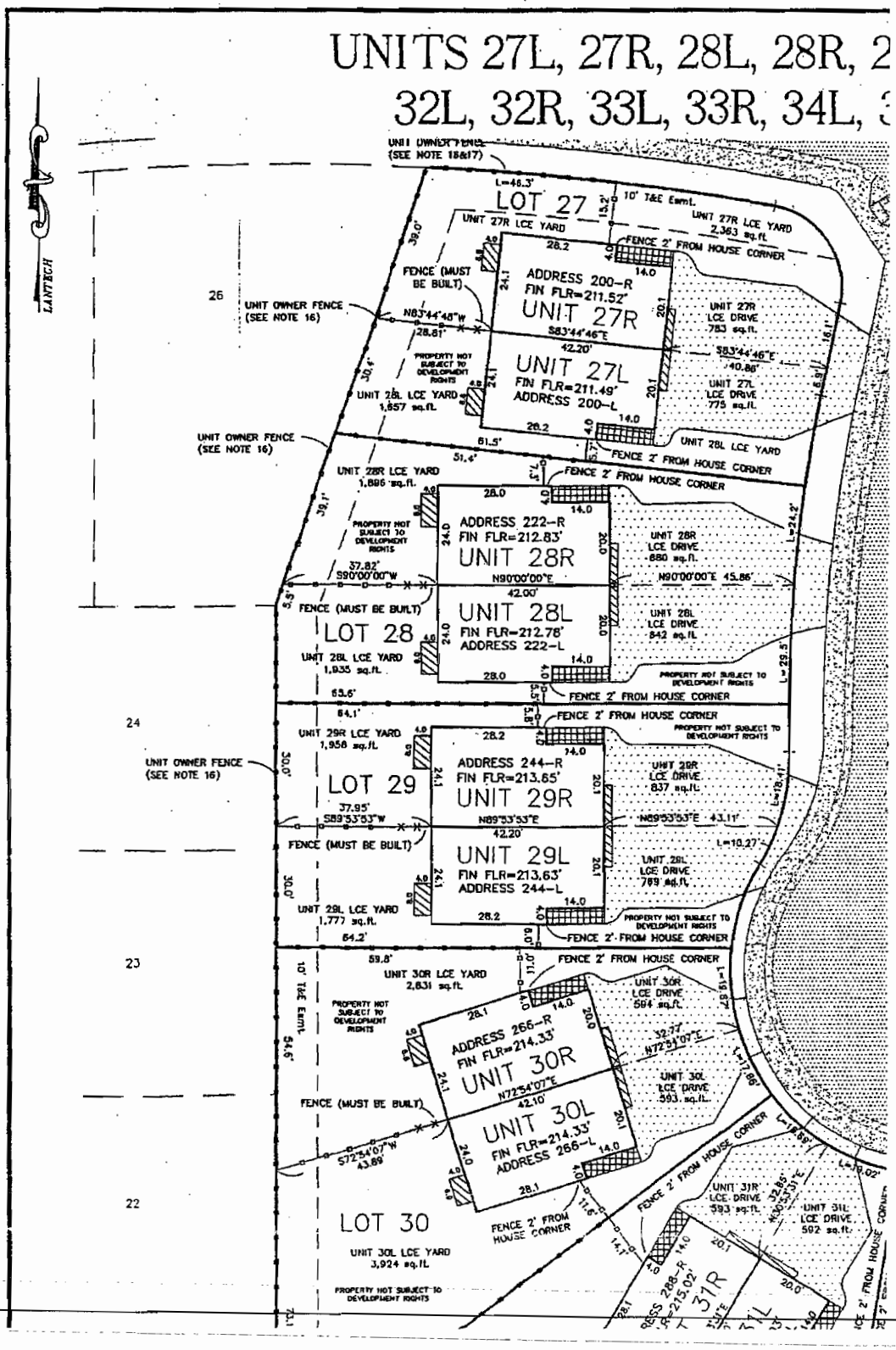
Lantech

LAND & CONSTRUCTION SURVEYOR PLANNERS ENGINEERS

DATE: JULY 3/2006

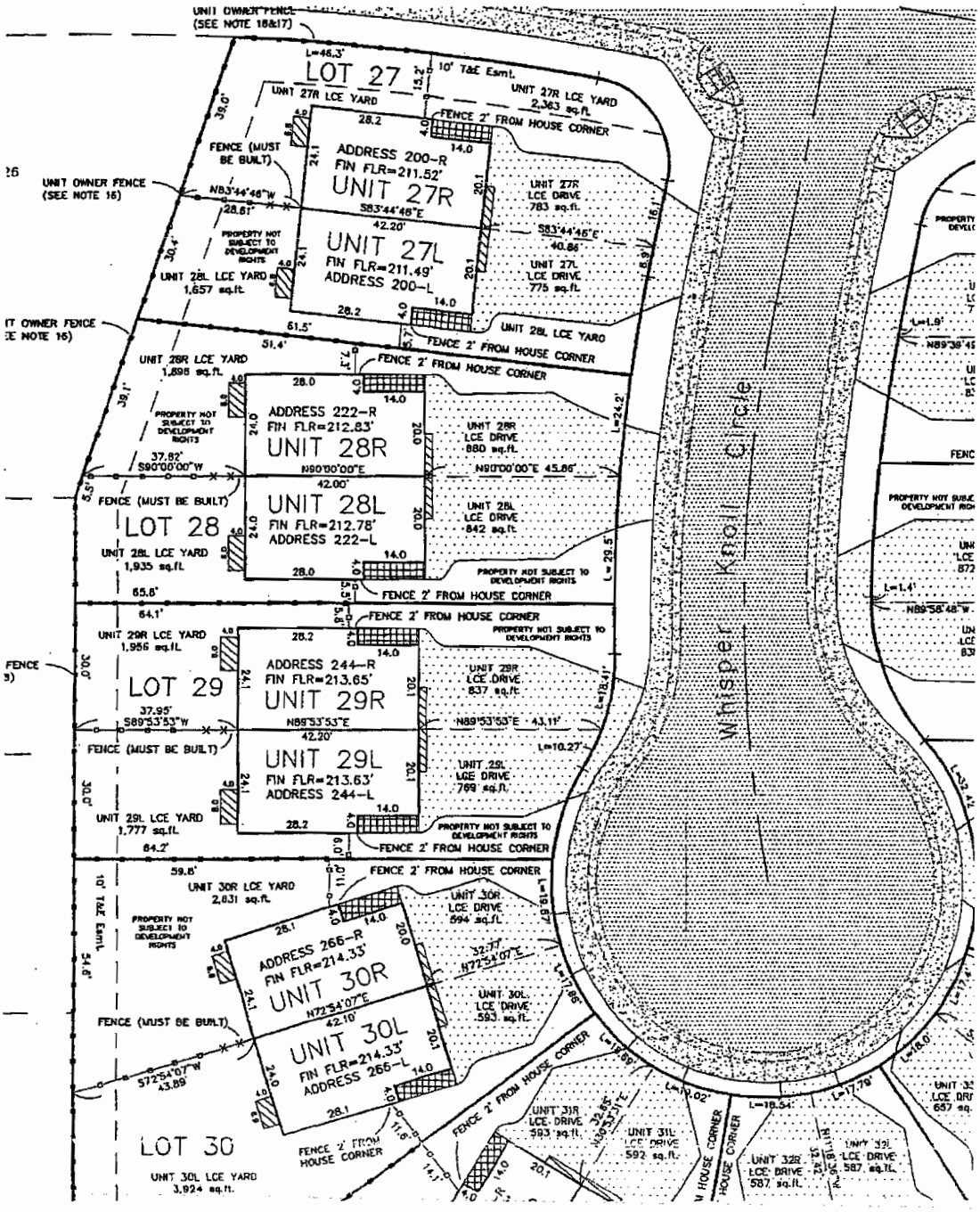
2006-048326-0
30 of 38

UNITS 27L, 27R, 28L, 28R, 2
32L, 32R, 33L, 33R, 34L, 3



2006-048326-0

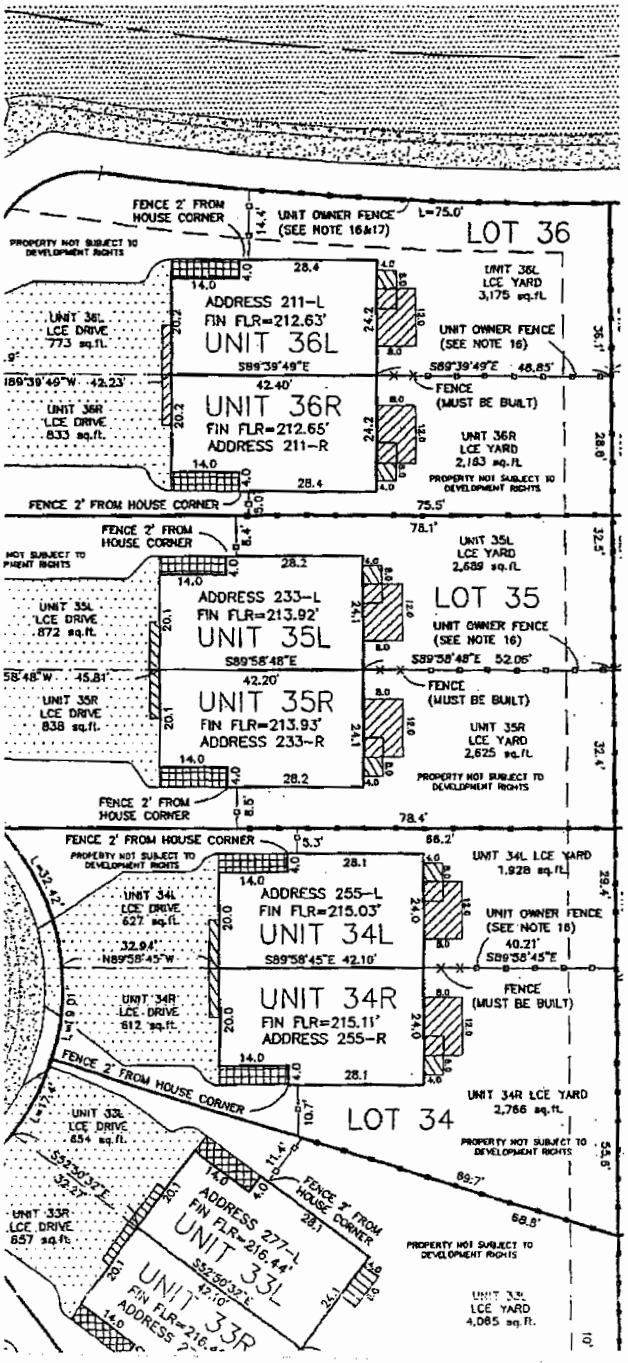
UNITS 27L, 27R, 28L, 28R, 29L, 29R, 30L
32L, 32R, 33L, 33R, 34L, 34R, 35L, 35F



2006-048326-0

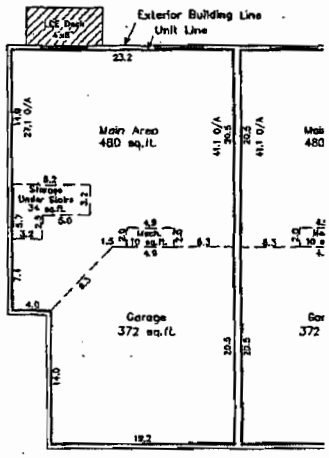
)L, 30R, 31L, 31R,
5R, 36L & 36R

WH I

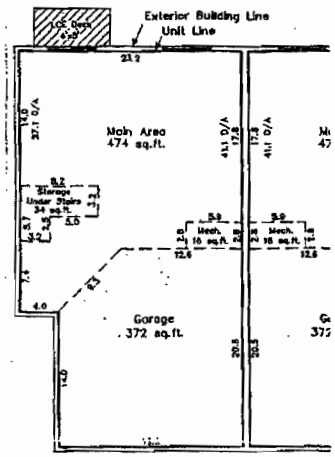


UNIT BUILDING PI

Scale: 1"= 10'



LOWER LEVEL
UNITS 5, 6, 29, 30, 41



LOWER LEVEL

2006-048326-0

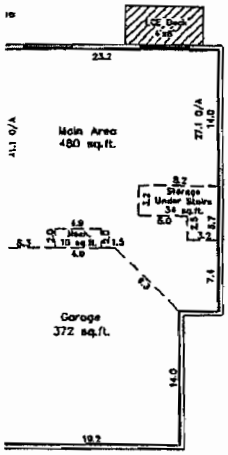
WHISPERWOOD HILL CONDOMINIUMS

PHASE 7

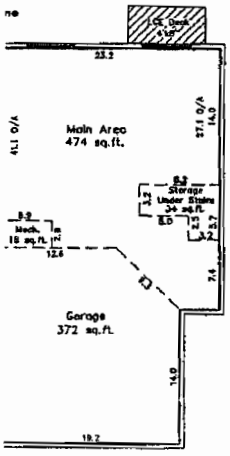
A COMMON INTEREST COMMUNITY

ING PLANS

= 10'



EVEL
29, 30, 41



EVEL

LEGEND:

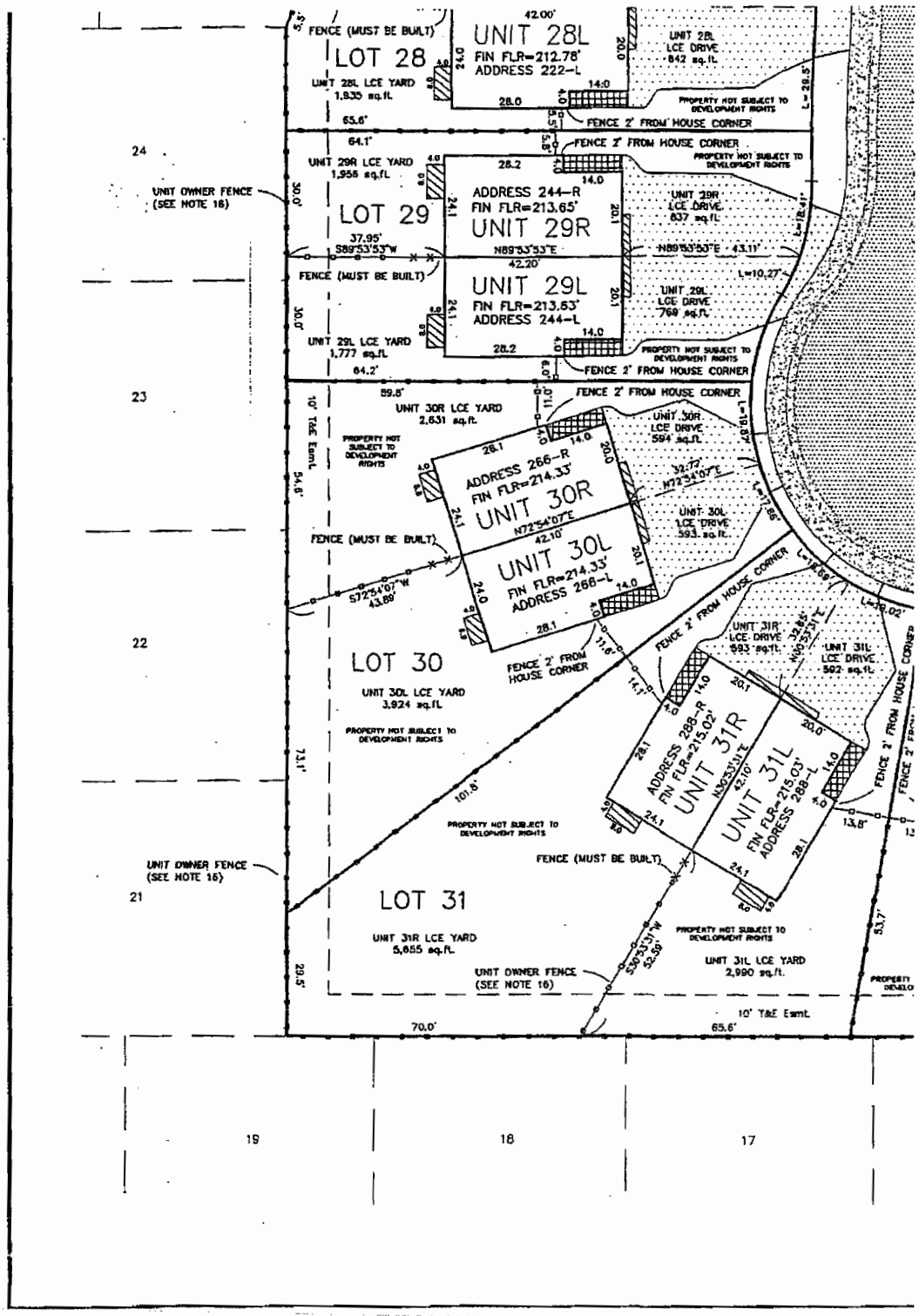
- Concrete
- Limited Common Element Paved Drive (must be built)
- Overhang
- Limited Common Element Deck (must be built)
- Existing Paved Road
- Fence (must be built)
- Unit Owner Fence (see note 17)

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 INCH = 20 FT.

2006-048326-0



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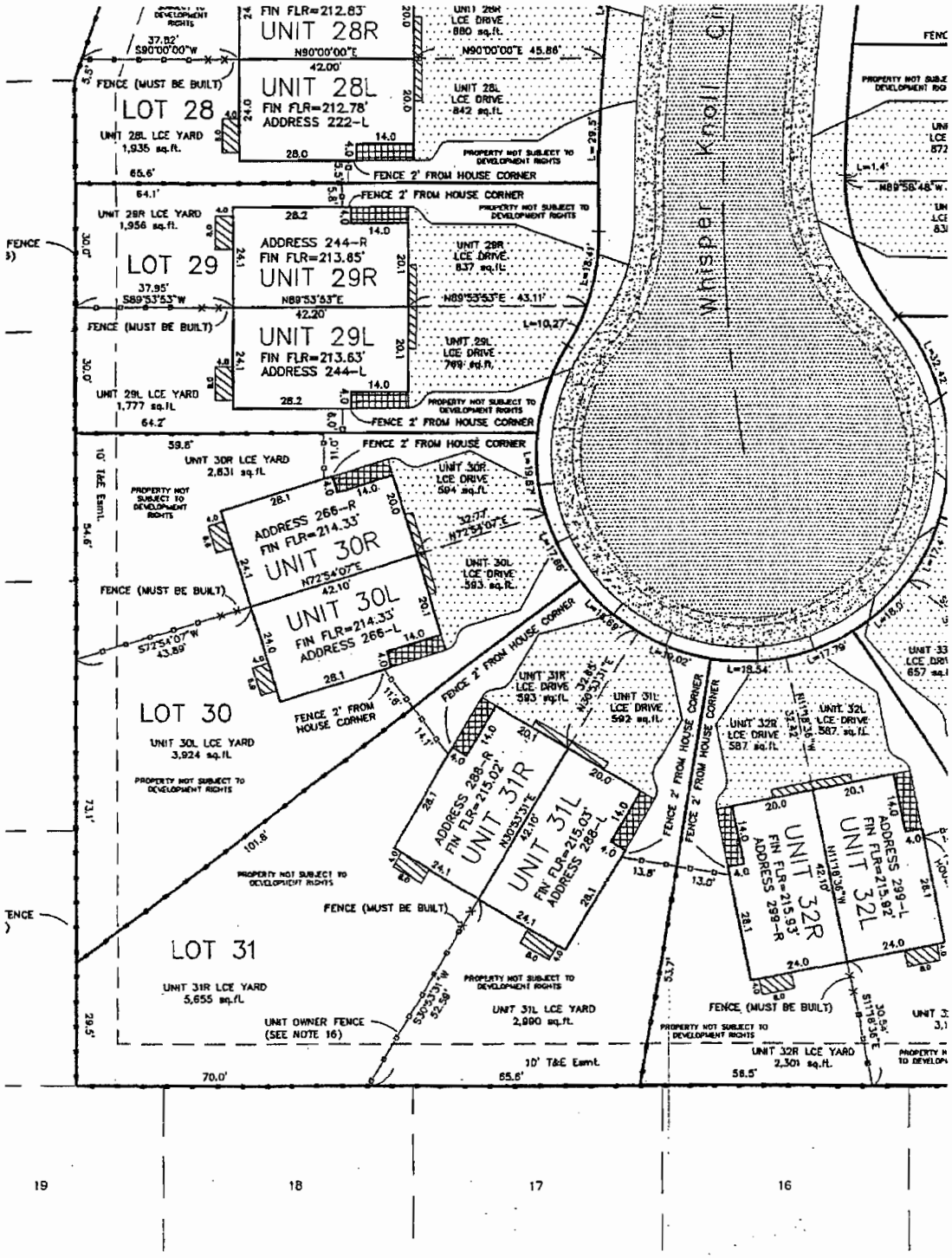

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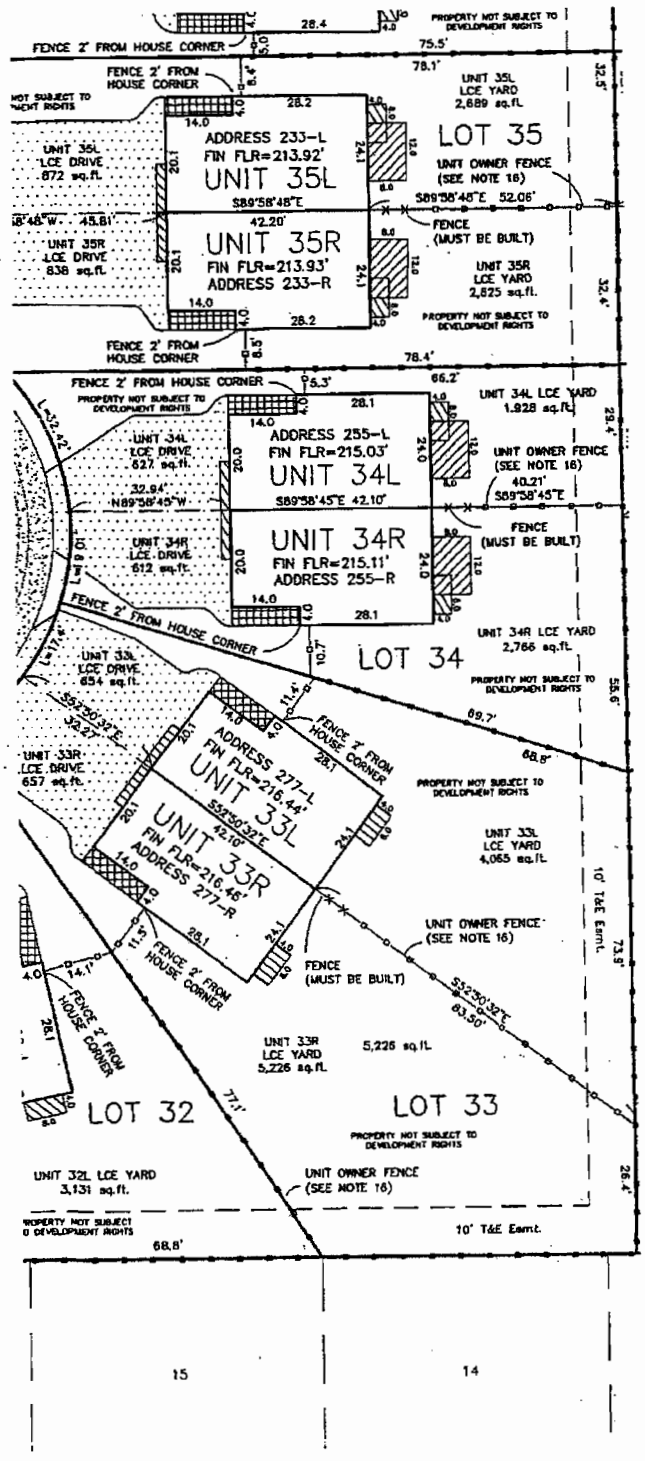
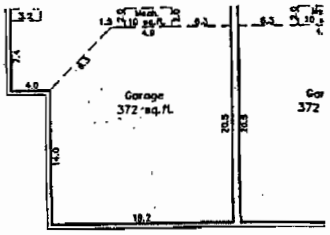
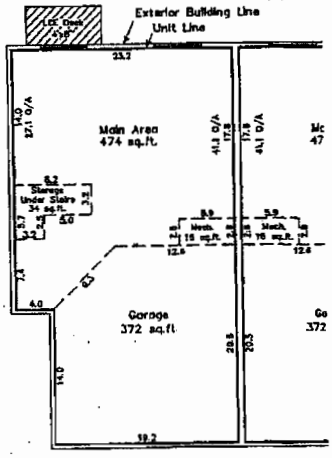
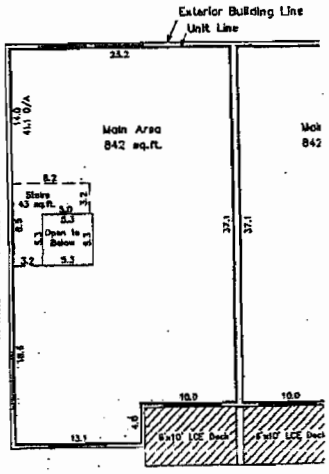




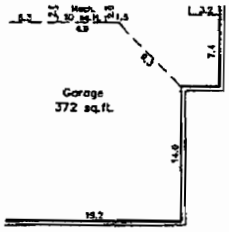
LOWER LEVEL
UNITS 5, 6, 29, 30, 41



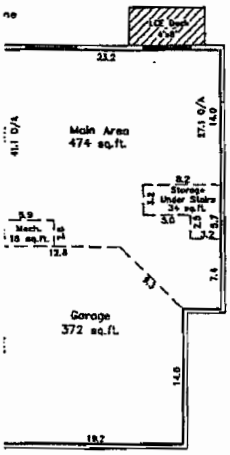
LOWER LEVEL
UNITS 1-4, 27, 28, 31-40, ·



UPPER LEVEL
UNITS 1-6, 27-44

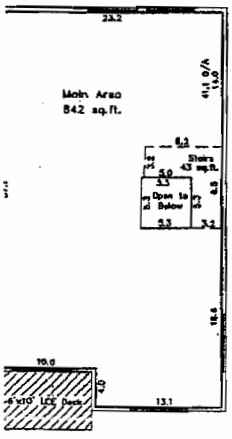


EVEL
29, 30, 41



EVEL
, 31-40, 42-44

Siding Line



EVEL
27-44

LEGEND:

- Concrete
- Limited Common Element Paved Drive (must be built)
- Overhang
- Limited Common Element Deck (must be built)
- Existing Paved Road
- Fence (must be built)
- Unit Owner Fence (see note 17)

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 INCH = 20 FT.

SHEET 3 OF 3

A CONDOMINIUM PLAT OF:

WHISPERWOOD HILL CONDOMINIUMS

PHASE 7

ADDING UNITS 30L, 30R, 31L, 31R, 32L & 32R

LOCATED ON:

LOTS 1, 2, 3, 4, 5, 6, 37, 38, 39, 40, 41, 42, 43 & 44, BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 2 ACCORDING TO PLAT NO. 2004-138, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOT 27, 28, 29, 30, 31, 32, 33, 35 & 36 BLOCK 3 WHISPERWOOD SUBDIVISION-PHASE 1 ACCORDING TO PLAT NO. 2004-122, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ANCHORAGE RECORDING DISTRICT, ALASKA.

LAND & CONSTRUCTION SURVEYORS*AUTOCAD
PLANNERS
ENGINEERS
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)

GRID: 1239	SCALE: 1"=20'	DATE: JULY 7/2006	WO# 2003M42
DRAWN BY: CB			