

2003-98622-0

Recording Dist: 301 - Anchorage
9/23/2003 12:54 PM Pages: 1 of 52

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DECLARATION

FOR

WOODED ACRES CONDOMINIUMS

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Exhibits to Declaration

- Exhibit 1 - Table of Allocated Interests
- Exhibit 2 - Development Plan
- Exhibit 3 - Table of Unit Areas
- Exhibit 4 - Recorded Easements and Licenses



**DECLARATION
FOR
WOODED ACRES CONDOMINIUMS**

Preamble

HALLMARK INVESTMENTS, LLC, owns property in Anchorage, Alaska, described as:

Lots 1 and 2, Block 3, FYFE SUBDIVISION, according to Plat No. 72-57, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Hallmark Investments, LLC, referred to herein as "Declarant", hereby submits the above-described property, to the provisions of AS 34.08, the Uniform Common Interest Ownership Act, for the purpose of creating the WOODED ACRES CONDOMINIUMS. Hallmark Investments, LLC, declares that the Units created by this Declaration and shown on the unit survey map filed under Plat No. 2003-____ shall be held and conveyed subject to the following terms, covenants, conditions and restrictions. Wooded Acres Condominiums is a site condominium project within the Units of which houses may be built and, therefore, no floor plans for condominium units are being filed with the unit survey map.

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, 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 IX of this Declaration and shown on Exhibit 1.

Section 1.3 - Association. WOODDED ACRES CONDOMINIUM ASSOCIATION, a non-profit corporation organized under Chapter 10.20 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. Neither such Bylaws nor any amendments to such Bylaws need be recorded in the property records.

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 subject to the Declaration for Wooded Acres Condominiums.

Section 1.8 - Condominium. A Common Interest Community in which portions of the real estate are designated for separate ownership, the remainder of the real estate is designated for common ownership solely by the owners of those portions, and the undivided interests in the Common Elements are vested in the Unit Owners.

Section 1.9 - Declarant. A person or a group of persons acting in concert who, as part of a common promotional plan, offer to dispose of its interest in a unit not previously disposed of, or who reserves or succeeds to a special declarant right; in this case, Hallmark Investments, LLC



Section 1.10 - Declaration. This document, including any amendments.

Section 1.11 - Development Rights. The rights reserved by the Declarant Under Article VIII of this Declaration to create Units, Common Elements and Limited Common Elements within the Common Interest Community.

Section 1.12 - Director. A member of the Executive Board.

Section 1.13 - Documents. The Declaration, Plat and Plans which have been recorded and filed, the Bylaws, and the Rules, if any, as they may be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document.

Section 1.14 - 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 XVI hereof.

Section 1.15 - 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 XVI hereof.

Section 1.16 - Executive Board. The Board of Directors of the Association.

Section 1.17 - Improvements. Any construction, structure, fixture or facility 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 Association, paving, utility wires, pipes, and light poles.

Section 1.18 - Majority or Majority of Unit Owners. The Owners of more than 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 Unit Owners 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 22.1 of this Declaration.



Section 1.21 - Notice and Hearing. The right of Unit Owners 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 22.2 of this Declaration.

Section 1.22 - Party Wall. The wall or walls separating two homes abutting each other on the side of the Unit where there is no side yard setback required. The rights and duties pertaining to party walls are contained in Article XXVII.

Section 1.23 - Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.24 - Plans. The survey map filed under Plat No. 2003-131, records of the Anchorage Recording District, Third Judicial District, State of Alaska, as it may be amended from time to time.

Section 1.25 - Plat. The plat of Fyfe Subdivision, Plat No. 72-57, Anchorage Recording District, Third Judicial District, State of Alaska, as it may be amended, which created Lots 1 and 2, Block 3.

Section 1.26 - Property. The land and all Improvements, easements, rights and appurtenances which are subject to this Declaration.

Section 1.27 - Rules. Regulations for occupancy of the Units and use of the 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 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 an Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.29 - Special Declarant Rights. The rights, as defined in AS 34.08.990(30), reserved for the benefit of a Declarant to (A) complete improvements indicated on plats and plans filed with the Declaration; (B) exercise a Development Right; (C) maintain sales offices, management offices, models and signs advertising the Common Interest Community; (D) use easements through the Common Elements for the purpose of making improvements within the Common Interest Community; (E) make the Common Interest Community subject to a master association; (F) merge or consolidate a Common Interest Community with another Common Interest Community of the same form of ownership; or (G) appoint or remove any officer of the Association or any Executive Board member



during any period of Declarant control. Special Declarant Rights are described in Article VIII.

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, as shown on the development plan attached hereto as Exhibit 2, and the boundaries of which are described in Article IV of this Declaration.

Section 1.32 - Unit Owner. A Person, including the Declarant, who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation.

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 WOODED ACRES CONDOMINIUMS.

Section 2.2 - Association. The name of the Association is WOODED ACRES CONDOMINIUM ASSOCIATION, a non-profit corporation organized under the laws of the State of Alaska.

ARTICLE III - Description of Land

The entire Common Interest Community is situated in Anchorage, Alaska, and is located on land described as:

Lots 1 and 2, Block 3, FYFE SUBDIVISION, according to Plat No. 72-57, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

ARTICLE IV - Maximum Number of Units; Boundaries; Areas

Section 4.1 - Maximum Number of Units. The Common Interest Community when fully developed may contain up to 116 Units. Phase 1 consists of 8 Units, as shown on the



development plan attached hereto as Exhibit 2, and as shown on the unit survey filed under Plat No. 2003- 131.

Section 4.2 - Boundaries. Each Unit created by the Declaration is shown and numbered on Exhibit 2 and on the survey map filed under Plat No. 2003- 131. Each Unit at the time of sale may include within it an existing building. The boundaries of the Unit do not create a tract or parcel of land described as a "subdivision" in AS 40.15.290. The Unit boundaries are described as follows:

(a) Upper Boundary: The horizontal plane fifty-five (55) feet above and parallel to the lower boundary and extending to the vertical perimeter boundaries.

(b) Lower Boundary: The horizontal plane extending to the vertical perimeter boundaries at an elevation twenty (20) feet below the average elevation of the street fronting the Unit at the boundary between the Unit and the street.

(c) Vertical Perimeter Boundaries: The vertical planes extending between the upper and lower boundaries and located by reference to the measurements to the property line shown on the survey map filed under Plat No. 2003- 131.

(d) Inclusions: Each Unit will include the spaces and Improvements lying within the boundaries described in Section 4.2 (a), (b), and (c) above, and any man-made improvements serving only the Unit.

(e) Exclusions: The land lying directly beneath the lower boundary of the Unit, and man-made improvements, if any, below the lower boundary of the Unit that serve more than one Unit.

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

Section 4.3 - Areas. Unit areas are listed in Exhibit 3.

ARTICLE V - Common Elements

Section 5.1 - Common Elements. The Common Elements include all of the land area within the Common Interest Community, other than the Units. In Wooded Acres Condominiums, the interior private drives, the guest parking, and the water and sewer system within the Property are all part of the Common Elements. Fences along Unit boundaries are not Common Elements.



ARTICLE VI - Conveyance or Encumbrance of Common Elements

Section 6.1 - Homeowner Approval. Portions of the Common Elements, except Limited Common Elements, may be conveyed or subjected to a security interest by the Association if persons entitled to cast at least 80 percent of the votes in the Association, including 80 percent of the votes allocated to Units not owned by the Declarant, agree to this action. Each owner of a Unit to which a Limited Common Element is allocated must agree in order for the Limited Common Element allocated to that Unit to be conveyed or subjected to a Security Interest by the Association.

Section 6.2 - Proceeds of Sale or Loan. The proceeds of a sale and proceeds of a loan secured by encumbering a Common Element are an asset of the Association.

Section 6.3 - Form of Conveyance and Ratification. An agreement to convey Common Elements or to subject the Common Elements to a security interest must be evidenced by the execution of an agreement, or ratification of the agreement, in the same manner as a deed by the requisite number of Unit Owners. The Agreement must specify a date after which the agreement will be void unless recorded before that date. The agreement is effective only upon recording.

Section 6.4 - Association Contract to Convey. The Association on behalf of the Unit Owners may contract to convey an interest in Common Elements as provided in this Article but the contract is not enforceable against the Association until approved as required herein. After approval, the Association has the powers necessary and appropriate to effect the conveyance or encumbrance, including the power to execute a deed or other instrument.

ARTICLE VII - Maintenance, Repair and Replacement

Section 7.1 - Common Elements. The Association shall maintain, repair and replace all of the Common Elements of the Property.

Section 7.2 - Units. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit, which includes any structure built within the Unit and fences along Unit boundaries. Rights and responsibilities pertaining to maintenance and repair of Party Walls, roofs and fences are contained in Article XXVII. If the Unit Owner fails to maintain and repair his or her Unit, including the yard, fences, pavement, and any structures therein, to a standard established by rules of the Association, the Association may, after Notice and Hearing, repair or maintain the Unit as needed to bring it up to Association standards and assess the Unit Owner therefore as a Common Expense.



Section 7.3 - 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, as described in Section 7.2, or 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, and 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 7.4 - Allocation of Costs of Repairs and Maintenance. Each Unit Owner will reimburse the Association for any costs incurred for repairs and maintenance performed by the Association under the provisions of Section 7.2. In addition, each Unit Owner will reimburse the Association for any costs, including insurance deductibles, incurred by the Association due to damage to any Unit or to the Common Elements, to the extent that such damages or costs were caused intentionally, negligently or by the Unit Owner's failure to properly maintain, repair or make replacements to his or her Unit. Such expense will be assessed following Notice and Hearing. The Association will be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements.

ARTICLE VIII - Development Rights and Special Declarant Rights

Section 8.1 - Reservation of Development Rights. The Declarant reserves the following Development Rights:

(a) The right, by amendment, to add Units and Common Elements in the areas of the Common Interest Community designated as "Developer Rights Reserved" on Exhibit 2 and the Plans.

(b) The right, by amendment, to withdraw all or any part of the land designated as "Developer Rights Reserved" on Exhibit 2 and the Plans; provided, however, that if said land is withdrawn it will be used in accordance with the Municipal Land Use Code.

(c) The right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across land not designated "Developer Rights Reserved" on Exhibit 2 and the Plans for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the Property and on land designated "Developer Rights Reserved". The Declarant also reserves the right to withdraw and grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community not occupied by buildings, for the purposes mentioned above. If the Declarant grants any such easements, Exhibit 4 will be amended to include reference to the recorded easement.



Section 8.2 - Limitations on Development Rights. The Development Rights reserved in Section 8.1 are limited as follows:

(a) The Development Rights may be exercised at any time, but not more than 7 years after the date of recording of this Declaration. If exercised more than 5 years after recording of the original Declaration, consent of 51% of the Eligible Mortgagees shall be required pursuant to Section 16.11.

(b) Not more than 116 total Units may be created in Wooded Acres Condominiums pursuant to the Development Rights.

(c) All Units created pursuant to the Development Rights will be restricted to residential use in the same manner and to the same extent.

(d) For so long as Declarant controls the Executive Board, Declarant will assure that all buildings constructed in Wooded Acres Condominiums will be architecturally compatible as to style with each other and will be of comparable quality of construction.

(e) No Development Rights may be exercised, voluntarily abandoned or terminated by the Declarant unless approved as provided in Section 16.11.

Section 8.3 - Phasing of Development Rights. No assurances are made by the Declarant regarding the phasing of development in areas designated "Developer Rights Reserved" on Exhibit 2. The exercise of Declarant's reserved Development Rights as to one portion of the Property will not obligate the Declarant to exercise them in the same manner as to other portions of the Property.

Section 8.4 Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised 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 the 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; and

(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 8.9 of this Declaration.

Section 8.5 Models, Sales Offices and Management Offices. As long as 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, sales office or management office. Declarant may have no more than three (3) model Units and one (1) sales/ management office within the Common Interest Community at any time, although the specific location may change from time to time as Units are developed and sold. A house within a model Unit or sales/management office may be no larger than a typical house constructed within a Unit for sale to the public. Declarant may delegate this authority to dealers who purchase Units for resale.

Section 8.6 Construction: Declarant's Easement. The Declarant reserves the right to perform repair 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 discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in the Declaration.

Section 8.7 - Signs and Marketing. The Declarant reserves the right to post signs and displays in the Units or Common Elements to promote sales of Units, and to conduct general sales activities, in a manner that will not unreasonably disturb the rights of Unit Owners.

Section 8.8 - Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in 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, promptly after the sale of the last Unit from the Property, any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 8.9 - Declarant Control of Association.

(a) Subject to Subsection 8.9(b), there shall be a period of Declarant control of the Association, during which the 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 the Declarant;



- (ii) two (2) years after the Declarant has ceased to offer Units for sale in the ordinary course of business;
- (iii) two (2) years after any right to add new Units was last exercised; or,
- (iv) five (5) years after the first Unit is conveyed to a Unit Owner other than the Declarant.

The 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 executed by the Declarant, be 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 the 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 the 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, all of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office on election.

(d) Notwithstanding any provision of this Declaration or the Bylaws of the Association 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 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 8.10 - Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right (except for Development Rights) may be exercised by the Declarant so long as the Declarant is obligated under any warranty or obligation, owns any Units or any Security Interest on any Units, or for ten (10) years after recording the original Declaration, whichever is sooner. Earlier termination of certain rights may occur by statute.



Section 8.11 - Interference with Special Declarant Rights. Neither the Association nor any Unit Owner may take an action or adopt any rules that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

ARTICLE IX - Allocated Interests

Section 9.1 - Allocation of Interests. The table showing Unit numbers and their allocated interests is attached hereto as Exhibit 1. The percentage of undivided interest in the Common Elements appertaining to each Unit for all purposes, voting and the determination of liability for Common Expenses, shall be in accordance with Exhibit 1.

Section 9.2 - Formulas for the Allocation of Interests. The formulas for the allocation of liability for Common Expenses and for the allocation of votes in the Association are as follows:

(a) Liability for Common Expenses. The percentage of liability for Common Expenses allocated to each Unit is derived by dividing the total number of Units into 100. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Section 17.2 of this Declaration.

(b) Votes. The total number of votes in the Association shall equal the total number of Units in the Association, with one vote for each Unit in the Common Interest Community. Any specified percentage of Unit Owners, unless otherwise stated in the Documents, means the specified percentage of all votes allocated to Units in the Association.

Section 9.3 - Assignment of Allocated Interests Pursuant to Exercise of Development Rights. The effective date for assigning Allocated Interests to Units created pursuant to Sections 8.1 and 13.8 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 X - Restrictions on Use, Alienation and Occupancy

Section 10.1 - Use Restrictions. Subject to the Special Declarant Rights reserved under Article VIII of this Declaration, each Unit is restricted to a single residential structure and residential use for a single family including, therein, 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 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.



Section 10.2 - Occupancy Restrictions. Subject to the Special Declarant Rights reserved under Article VIII of this Declaration, the following occupancy restrictions apply to the Units and the Common Elements.

(a) All Unit Owners shall maintain their Units in a clean and well maintained condition. No outdoor storage of trash will be permitted on any Unit. The Executive Board may regulate or prohibit the exterior storage of any type of material in order to preserve the overall appearance of the Property.

(b) There shall be no automotive repair conducted in the open anywhere on the Property.

(c) No vehicles, including campers, boats, RV's, snow machines, and the like, may be parked on the access drives or on other Common Elements. Campers, motor homes and other recreational vehicles parked on the Units shall not be used for living space. Guest parking spaces may not be used by Unit Owners and tenants of Unit Owners and their use may be further regulated in the rules of the Association.

(d) Commercial vehicles and equipment may not be parked or stored on the Property except for the time necessary to effectuate deliveries or complete construction. A vehicle no larger than a Chevrolet Suburban or Ford Excursion shall not be considered a commercial vehicle for purposes of this prohibition simply because it bears a commercial logo.

(e) No animals, livestock or poultry shall be kept in any Unit, except that domestic dogs, cats, fish and birds may be kept as household pets within the Unit, provided they are not kept, bred, or raised therein for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall be deemed to limit the total number of pets to four, no more than three of which shall be dogs or cats. The Executive Board may, after Notice and Hearing limit the sizes and types of dogs, if sizes and types of dogs become a problem for the Association. Furthermore, the Executive Board may prohibit the maintenance of any animal that constitutes a nuisance to any other Unit Owner. Dogs and cats belonging to Unit Owners, occupants of Units, or their licensees or invitees, must be kept within the Unit except that they may be taken out of the Unit on a leash held by a person capable of controlling the animal. Should any dog or cat be found outside of the Unit, other than on a leash being held by a person capable of controlling the animal, the animal may be removed by Declarant or any person authorized by the Executive Board to remove the dog or cat from the Property. The dog or cat so removed shall be taken to the municipal animal shelter and, if its owner is known, the Association shall notify the owner of the animal's whereabouts. The owner of any pet visiting or residing on the Property shall be absolutely liable to all other Unit Owners, their families, guests and invitees, for any damage to persons or property caused by the pet. Owners of



pets are responsible for the removal of their pets' waste from the Units and the Common Elements of the Project.

(f) No nuisances shall be allowed on the Condominium Property, nor shall any use be made or practice be maintained by any Unit Owner or tenant of a Unit Owner that shall interfere with the quiet enjoyment of the Property by other Unit Owners and residents. The Executive Board, after Hearing and Comment, may further refine the definition of "nuisance" in the rules of the Association.

Section 10.3 - Structure Setbacks from Unit Vertical Perimeter Boundaries. Houses constructed within the Units may be attached to each other on one side, i.e., along one Unit boundary. No structure shall be constructed within a setback area defined as twenty (20) feet from the Unit boundary adjoining the street on which the Unit fronts. With the exception of the provision contained in the first sentence of this section, the structure setbacks along the side and rear Unit boundaries shall be as follows: five (5) feet along each side Unit boundary, and ten (10) feet from the rear unit boundary, defined as the boundary opposite the street fronting boundary, with the exception that ground level decks may be located in the rear setback area. Second story balconies on houses built within the Units may extend into the front yard setback area no more than 3 feet. If a conflict arises in determining the setback area, the provisions of Title 21 of the Municipal Land Use Code pertaining to "yards" shall be used as a guide.

Section 10.4 - Fences. No fence may be constructed within the front setback of a Unit. Fences behind the front setback must be of wood and may not exceed six (6) feet in height.

Section 10.5 - House Colors. Houses built within the Units may be painted or stained but the colors are limited to earth tones and pastels. Trim colors may be of a slightly darker contrasting color. All colors must be approved by the Executive Board as provided in Article XIII. Both sides of a duplex structure must be painted the same color.

Section 10.6 - Restrictions on Alienation. A Unit may not be conveyed pursuant to a time-sharing plan. A Unit may not be leased or rented for a term of less than thirty (30) days. All leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association. A copy of all leases and rental agreements shall be given to the Association. All leases of a Unit shall include a provision that the tenant recognizes the Association as landlord, but solely for the purpose of the Association having power to enforce a violation of the provisions of the Documents against the tenant, provided that the Association first gives the Unit Owner notice of its intent to so enforce and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action.



ARTICLE XI - Easements and Licenses

Section 11.1 - Easement for Ingress and Egress Through Common Elements. Each Unit Owner has an easement in common with each other Unit Owner for ingress and egress through all Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Association. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same.

Section 11.2 - Easements for Support. Each Unit and Common Element shall have an easement for lateral and subjacent support from every other Unit and Common Element.

Section 11.3 - Easements for Encroachments. In the event any portion of the Common Elements encroaches upon any Unit or any Unit encroaches upon the Common Elements or another Unit as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of the Improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

Section 11.4 - Recorded Easements and Licenses. All recorded easements or licenses to which the Common Interest Community is presently subject are recited in Exhibit 4 to this Declaration or are shown on the Plats or Plans.

ARTICLE XII - Additions, Alterations and Improvements

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

(a) No Unit Owner may make any structural addition, structural alteration, or structural 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) A Unit Owner:

(i) May make any other improvements or alterations to his or her Unit not requiring approval as long as those alterations or improvements do not impair or lessen the support of any portion of the Common Interest Community;

(ii) May not change the appearance of the Common Elements or Limited Common Elements, without permission of the Association.

(c) A Unit Owner may submit a written request to the Executive Board for approval to do anything for which approval is required. The Executive Board shall answer



any written request for such approval, within thirty (30) days after the request therefor. Failure to do so within such time shall not constitute a consent by the Executive Board to the proposed action. The approval of a written request may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by reason of reasonable dissatisfaction of the Board with the location of the proposed structure, the elevation, color scheme, finish, design, proportions, architecture, shape, height, style and appropriateness of the proposed structure or alteration, the material used therein, or because of its reasonable dissatisfaction with any or all other matters or things which in the reasonable judgment of the Board will render the proposed alteration or improvement inharmonious or out of keeping with the general plan of improvement of the Common Interest Community. Improvements erected or maintained, otherwise than as approved by the Board, shall be deemed to have been undertaken without the approval of the Board as required by the Declaration. The approval of the Board of any plans or specifications submitted for approval as herein specified shall not be deemed to be a waiver by the Board of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications. No member of the Board shall be liable to any person for his or her decisions or failure to act in making decisions as a member of said Board. Upon approval of the Board, it shall be conclusively presumed that the location and height of any improvement does not violate the provisions of this Declaration.

(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 approved in writing by the Association before the application is submitted to the relevant department or authority. Such approval 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.

ARTICLE XIII - Amendments to Declaration

Section 13.1 - General. Except as otherwise provided by law or elsewhere in 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 (67%) of the votes in the Association are allocated.



Section 13.2 - When Unanimous Consent Required. Except to the extent expressly permitted or required by provisions of the Act and this Declaration, an amendment may not create or increase Special Declarant Rights, create or increase the number of Units, change 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 (100%) consent of the votes in the Association.

Section 13.3 - Execution of Amendments. An amendment to the Declaration required by AS 34.08.250 of the Act to be recorded by the Association, which has been adopted in accordance with this Declaration and AS 34.08.250 of 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 such designation, by the President of the Association.

Section 13.4 - Recordation of Amendments. Each amendment to the Declaration must be recorded in the recording district in which the Condominium is located. The amendment is effective only upon recording.

Section 13.5 - Consent of Holders of Security Interests. Amendments are subject to the consent requirements of Article XVI.

Section 13.6 - Special Declarant Rights. Provisions in the Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 13.7 - Limitations 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 (1) year after the amendment is recorded.

Section 13.8 - Amendments to Create Units. To exercise any Development Right reserved under Section 8.1(a) or (b) of this Declaration, the Declarant shall prepare, execute and record an amendment to the Declaration. The Declarant shall also record new Exhibits 1, 2 and 3 to reflect the changes made by the exercise of the Development Right. 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 created thereby.

ARTICLE XIV - Amendments to Bylaws

The Bylaws may be amended only by 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 XV - Termination

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

ARTICLE XVI - Mortgagee Protection

Section 16.1 - 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 16.2 - 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 16.3 - 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 which affects the Common Elements, if such loss exceeds \$10,000.00, or any damage to an Improvement or a Unit on which there is a first Security Interest held, insured or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable, if such damage exceeds \$10,000.00;
- (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 default in the performance by the individual Unit borrower of any obligation under the condominium constituent documents which is not cured within sixty (60) days;
- (d) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association and/or the property manager;
- (e) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 16.4; and



- (f) Any judgment rendered against the Association.

Section 16.4 - 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 16.4(a) may be effective without approval in writing by at least fifty-one percent (51%) of the Eligible Mortgagees. "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 repair;
- (v) Reallocation of interests in the Common Elements or Limited Common Elements;
- (vi) Rights to use Common Elements and Limited Common Elements;
- (vii) Boundaries of Units;
- (viii) Convertibility of Units into Common Elements or Common Elements into Units;
- (ix) Expansion or contraction of the Common Interest Community or the addition, annexation or withdrawal of property to or from the Common Interest Community;
- (x) Insurance or fidelity bonds;
- (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 after occurrence of substantial destruction or condemnation; 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 without the approval of at least fifty-one percent (51%) of the Eligible Mortgagees:

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

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

(iii) The merger of this Common Interest Community with any other Common Interest Community;

(iv) 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 (1) year);

(v) The assignment of the future income of the Association, including its right to receive common expense assessments; and

(vi) Any action taken not to repair or replace the property.

(c) Actions requiring other than 51% Mortgagee approval. The following actions by the Association require the consent of First Mortgagees as specified below:

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

(ii) A sixty-seven percent (67%) Eligible Mortgagee approval is required for



the termination of the Common Interest Community for reasons other than substantial destruction or condemnation.

(iii) When Unit boundaries are not otherwise being affected, only the Owners of Units affected and Eligible Mortgagees of those Units need approve the alteration of any partition or creation of any aperture between adjoining Units.

(iv) The Association may not change the period for collection of regularly budgeted common expense assessments to other than monthly without the unanimous (100%) consent of Eligible Mortgagees.

(d) Failure to Respond. The failure of an Eligible Mortgagee to respond within thirty (30) days to any written request of the Association for approval of an addition or amendment to the Declaration shall constitute an implied approval of the addition or amendment, provided that notice was delivered by certified or registered mail, with a return receipt requested.

Section 16.5 - Inspection of Books. The Association must maintain current copies of the Declaration, Bylaws, Rules, books, records and financial statements. The Association shall permit any Eligible Mortgagee or Eligible Insurer, or other first mortgagee of units, to inspect the books and records of the Association during normal business hours.

Section 16.6 - 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.

Section 16.7 - 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 16.8 - Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

Section 16.9 - Appointment of Trustee. In the event of damage or destruction under Article XXI or condemnation of all or a portion of the Community, any Eligible Mortgagee may require that such proceeds be payable to a Trustee. Such Trustee may be required to be a corporate trustee licensed by the State of Alaska. Proceeds will thereafter be distributed pursuant to Article XXI 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.



Section 16.10 - Priority on Insurance and Condemnation Proceeds. No provision of the Documents of the Association shall be deemed to give priority to an Owner or any other party over any rights of an Eligible Mortgagee pursuant to the terms of its Security Instrument in the case of distribution of insurance proceeds or condemnation proceeds, whether such proceeds pertain to a Unit or Common Elements.

Section 16.11 - 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. No Development Rights may be exercised later than five (5) years after the date of recording of this Declaration, unless fifty-one percent (51%) of the Eligible Mortgagees consent to the exercise of the Development Right.

ARTICLE XVII - Assessment and Collection of Common Expenses

Section 17.1 - Apportionment of Common Expenses. Except as provided in Section 17.2, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Expenses as shown on Exhibit 1 to this Declaration.

Section 17.2 - Common Expenses Attributable to Fewer than all Units.

(a) Any Common Expense for services provided by the Association to an individual Unit, either required by the Declaration or provided at the request of the Unit Owner, shall be assessed against the Unit which benefits from such service.

(b) 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.

(c) 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.

(d) If a Common Expense is caused by the misconduct of a Unit Owner, the Association may assess that expense exclusively against the Unit.

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

Section 17.3 - 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, collection costs, including reasonable attorney's fees, fines and interest charged pursuant to AS 34.08, as it may be amended from time to time, and any of the Association's 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 encumbrance recorded before the recordation of the original Declaration described above in the introductory paragraph of this Document; (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 or charges against the Unit. A lien under this Section is also prior to all Security Interests described in Subdivision (2) of this Subsection if the common expense assessment based on the periodic budget adopted by the Association, pursuant to Section 17.4 of this Article, would have become due in the absence of acceleration during the six (6) months immediately preceding the institution of an action to enforce the Association's lien. This does not affect the priority of mechanic's or materialmen's liens, nor the priority of a lien for other assessments made by the Association. A lien under this Section is not subject to the provisions of AS 09.38.010, as it may be amended from time to time.

(c) Recording of the Declaration constitutes a record notice and perfection of the lien. Further recording of a claim of lien for assessments under this Section is not required.

(d) A lien for unpaid assessments 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 US 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 §362 of the US Bankruptcy Code is lifted.

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

(f) When the Association acquires a judgment or decree in any action brought under this Section, such judgment or decree shall include an award to the Association for actual collection costs and reasonable attorney's fees.

(g) A judgment or decree in an action brought under this Section is enforceable by execution under AS 09.35.010, as it may be amended from time to time.

(h) The Association's lien must be foreclosed as a lien is foreclosed under AS 34.35.005, as it may be amended from time to time.



(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 17.4.

(j) The purchaser at a foreclosure sale initiated by the holder of a Security Interest in a Unit is not liable for any unpaid assessments against the Unit which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 17.3(b) above. Any unpaid assessments not satisfied from the proceeds of sale become common expenses for which all the Unit Owners, including the purchaser, may be assessed. For the purposes of this paragraph, "the purchaser" shall include, but not be limited to, any holder of a Security Interest in a Unit which obtains title to a Unit.

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

(l) The Association may acquire, hold, lease, mortgage and convey a Unit foreclosed upon pursuant to this Section for unpaid assessments.

(m) A lien under this Section shall not be affected by any sale or transfer of a Unit except as provided in Subsection (j) above.

Section 17.4 - Budget Adoption and Ratification. The Executive Board shall adopt a proposed budget for the Common Interest Community, and shall, within thirty (30) days after adoption, provide a summary of the budget to each Unit Owner. The Executive Board shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all Unit Owners rejects 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 17.5 - 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 17.2, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Board of Directors shall submit such common expenses to the Unit Owners for their consideration and comment in the same manner as a budget under Section 17.4 above; provided, however, that such assessment can be considered at a special meeting as long as the notice required for annual meetings is provided to the Unit Owners.



Section 17.6 - 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 his or her Unit. The statement must be furnished within ten (10) business days after receipt of the request and is binding upon the Association, the Executive Board and each Unit Owner.

Section 17.7 - Monthly Payment of Common Expenses. All common expenses assessed under this Article XVII shall be due and payable monthly.

Section 17.8 - Acceleration of Common Expense Assessments. In the event of a default for a period of ten (10) 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. The holder of a first Security Interest in a Unit which has acquired title to any Unit as a result of a foreclosure of its Security Interest shall be exempt from the application of this Subsection.

Section 17.9 - Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

Section 17.10 - 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 Areas or by abandonment of the Unit against which the assessments are made.

Section 17.11 - 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 17.12 - Reserves. As part of the adoption of the regular budget pursuant to Sections 17.4 and 17.5, the Executive Board shall include an amount which, in its reasonable business judgment, will establish and maintain an adequate reserve fund for the replacement of improvements to the Common Elements and those Limited Common Elements that it is obligated to maintain, based upon the project's age, remaining life and the quantity and replacement cost of major Common Elements and Limited Common Elements.

ARTICLE XVIII - 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 percent (51%) of the votes in the Association are allocated, at a meeting called for that purpose.

ARTICLE XIX - Persons and Units Subject to Documents

Section 19.1 - 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 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, Third Judicial District, State of Alaska, are covenants running with the land and shall bind any Persons having at any time any interest in such Unit.

Section 19.2 - Adoption of Rules. After Notice and Comment, the Executive Board may adopt Rules regarding the use of the Common Elements, the use and occupancy of Units, and the activities of occupants as they affect the Common Elements.

ARTICLE XX - Insurance

Section 20.1 - 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 20.2 - Property Insurance.

(a) Property insurance shall be maintained covering all common property of the Association. Structures within the Units and any personal property stored on the Units are not common property of the Association and must be insured by the individual Unit Owners.

(b) Amounts. The common property for an amount (after application of any deductions) equal to one hundred percent (100%) of their 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 \$10,000.00 or one percent (1%) of the policy



face amount. Allocation of responsibility for payment of the deductible shall be according to the policy established by the Executive Board.

(c) Risks Insured Against. The insurance shall afford protection against "all risks" 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 to 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 Association's policy 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:

"WOODED ACRES CONDOMINIUM ASSOCIATION for the use and benefit of the individual Owners."

Section 20.3 - Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than \$1,000,000, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements, and the activities of the Association. Insurance policies carried pursuant to this Section shall provide that:



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

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

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

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

(e) The insurer issuing the policy 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 last known address.

Section 20.4 - 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 (3) 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 servicer that services a FNMA-owned, VA-owned, FHLMC-owned, or AHFC-owned mortgage on a Unit and to the insurance trustee, if any, before the bond can be canceled or substantially modified for any reason.

Section 20.5 - 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. **Structures and personal property within and on the Units are not common property of the Association and must be insured by the individual Unit Owners.**

Section 20.6 - 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 20.7 - 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 20.8 - Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association and/or the Unit Owners.

Section 20.9 - Premiums. Insurance premiums shall be a Common Expense.

ARTICLE XXI - Damage To Or Destruction Of Property

Section 21.1 - 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 21.2 - Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 21.3 - 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. Said plans and specifications must meet all existing federal, state and municipal code requirements.

Section 21.4 - 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 34.08.740(a) of the Act, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations.

Section 21.5 - Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Executive Board of the Association, acting through 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 21.1(a) through Subsection 21.1(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 21.6 - 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; and

(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 21.7 - Title Reports and Certificates by Attorneys. Title insurance companies or, 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 company or attorney's certificate of title or a title insurance policy based on a search of the records of the District Recorder's Office, Anchorage Recording District, Third Judicial District, State of Alaska, from the date of the recording of the original above-described Declaration stating the names of the Unit Owners and the Mortgagees.

ARTICLE XXII - Rights to Notice and Comment; Notice and Hearing

Section 22.1 - Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the Documents require that an action to be taken after



"Notice and Comment", and at any other time the Executive Board determines, the Unit Owners have the right to 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 ten (10) 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 22.2 - 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. The notice shall be given not less than ten (10) days before the hearing date. 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 22.3 - 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 XXIII - Executive Board

Section 23.1 - 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 such meeting.

Section 23.2 - 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 are not 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, independent contractors, and agents, other than managing agents;
- (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 (2) 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 part of the Common Elements;
- (j) Acquire, hold, encumber and convey in the 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 (1) year, through or over the Common Elements;
- (l) Impose and receive a payment, fee or charge for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Subsections (2) and (4) of Section 34.08.100 of the Act, and for services provided to Unit Owners;
- (m) Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy reasonable fines 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, the filing and recording of a plat or plan that accompanies an amendment, 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, permanent and standing, 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, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 23.3 - Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Common Interest Community, or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of the term.

ARTICLE XXIV - Open Meetings

Section 24.1 - 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 24.2 - Notice. Notice of every such meeting will be given not less than twenty-four (24) hours prior to the time set for such meeting, by hand delivering a notice, or posting a notice in a conspicuous place within the Project except that such notice will not be required if an emergency situation requires that the meeting be held without delay.

Section 24.3 - 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 where the action taken at the executive session involves personnel, pending litigation, contract negotiations, or enforcement actions, or where no action is taken at the executive session requiring the affirmative vote of Directors.

ARTICLE XXV - 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 XXVI - Working Capital Fund

Initial purchasers of Units in Wooded Acres Condominiums shall pay at closing the equivalent of two months' assessment payments to establish a working capital fund for the Association. Payments to the working capital fund are not advance payment of regular assessments. Within 60 days after closing of the first Unit, Declarant must pay each unsold Unit's share of the working capital fund to the Association, which shall keep all working capital funds in a segregated account. Declarant shall be reimbursed for its working capital fund payments from funds collected at closing when the unsold units are sold. The working capital fund may be terminated at such time as that is permitted by the Eligible Mortgagees.

ARTICLE XXVII - Party Walls

Section 27.1 - Party Wall. A wall constructed on a Unit boundary between adjoining Units is a Party Wall. The portion of a roof or fence common to adjoining Units shall be treated as analogous to a Party Wall and is governed by these provisions.

Section 27.2 - General Rules of Law. General rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions apply to Party Walls in this Common Interest Community.

Section 27.3 - Party Wall Ownership. The Unit Owner owns that portion of a Party Wall that is located on the owner's Unit.



Section 27.4 - Repair and Maintenance; Rebuilding; Access; Extension

- (a) The lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, and other materials constituting a part of the finished surfaces of a Party Wall are part of the Unit and shall be maintained and repaired by the Unit Owner within whose Unit they are located. In addition, chutes, flues, ducts, wires, conduit, bearing walls, bearing columns, or other fixtures lying within a Party Wall and servicing only one Unit, are a part of said Unit to be maintained and repaired by the Owner of that Unit. Any portion of a Party Wall used by both adjacent Unit Owners shall be repaired and maintained by both Unit Owners, and the cost of repair and maintenance shall be shared equally by the two Unit Owners.
- (b) If rebuilding of a Party Wall is necessary, the Party Wall shall be rebuilt on the same location and to the same width as the Party Wall being replaced.
- (c) A Unit Owner making repairs to or rebuilding a Party Wall, upon reasonable notice to the other Unit Owner, shall be given access to the other Unit, as reasonably necessary to make the repairs to or conduct the rebuilding of the Party Wall but shall take all due precaution not to damage the property of the other Unit Owner.
- (d) As permitted by the Association and local law, a Party Wall may be extended by a Unit Owner and the other Unit Owner shall have the right to use the extended Party Wall by paying the Unit Owner one-half the cost of such part of the Party Wall as the other Unit Owner shall use. The other Unit Owner shall be responsible for one-half of the maintenance cost of only that portion of the extended Party Wall that the other Unit Owner uses.

Section 27.5 - Destruction by Fire or Other Casualty. A Party Wall that has been damaged or destroyed by fire or other casualty may be restored by either Unit Owner. If the other Unit Owner thereafter makes use of the Party Wall, the other Unit Owner shall contribute to the cost of restoration thereof in proportion to such use subject, however, to the Unit Owner's right to call for a larger contribution from the other Unit Owner under the applicable rule of law regarding liability for negligent or wilful acts or omissions.

Section 27.6 - Insurance. Both Unit Owners sharing a Party Wall shall maintain property insurance sufficient to fully fund the repair or replacement of the Party Wall if damaged by fire or other insured casualty.

Section 27.7 - Exterior Appearance. The exterior colors and materials, including the roofs, of dwellings on adjacent Units joined by a Party Wall must be identical and may not be changed without the written permission of the Association and the written consent of



the other Unit Owner. Each Unit Owner shall be responsible for the cost of paint and /or other materials applied to its dwelling.

Section 27.8 - Weather Protection. Notwithstanding any other provision of this Article, a Unit Owner who by its negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of repair and furnishing the necessary protection against such elements.

Section 27.9 - Disputes. Any controversy that may arise between adjacent Unit Owners over the necessity for or cost of repairs and maintenance of the Party Wall shall be submitted to the Association which shall make a final, binding determination.

ARTICLE XXVIII - Miscellaneous

Section 28.1 - 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 28.2 - 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 28.3 - 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 28.4 - 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.

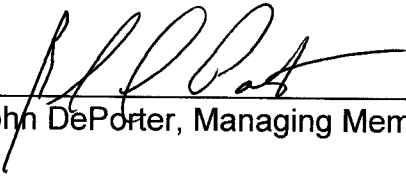
Section 28.5 - Conflict. The Documents are intended to comply with the requirements of the Act and Chapter 10.20 of the Alaska Statutes (Non Profit Corporation Act). In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

Section 28.6 - Rights of Action. The Association and any aggrieved Unit Owner shall have a right of action against Unit Owners for failure to comply with the provisions of the Documents, or with decisions of the Association which are made pursuant to the Documents. Unit Owners shall also have such rights of action against the Association.



IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 17th day of July, 2003.

DECLARANT: HALLMARK INVESTMENTS, LLC

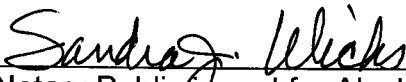


John DePorter, Managing Member

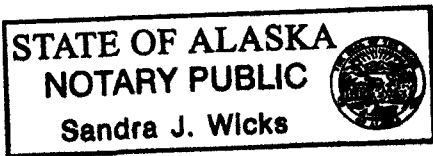
STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 17th day of July, 2003, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared JOHN DePORTER, known to me and to me known to be the Managing Member of HALLMARK INVESTMENTS, LLC, and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of HALLMARK INVESTMENTS, LLC, for the uses and purposes therein set forth pursuant to the operating agreement or a resolution of the membership.

WITNESS my hand and notarial seal the day and year first hereinabove written.



Notary Public in and for Alaska
My Commission Expires: 3/1/04



////



MORTGAGEE CONSENT: NORTHRIM BANK

By: Creta Bloxom
Creta Bloxom, Manager/Vice President

STATE OF ALASKA)
)ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 23rd day of Sept., 2003, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared CRETA BLOXOM, known to me and to me known to be a Manager/Vice President of NORTHRIM BANK, and known to me to be the individual named in and who executed the foregoing document, and (s)he acknowledged to me that (s)he was authorized to execute the foregoing document on behalf of NORTHRIM BANK for the uses and purposes therein set forth.

WITNESS MY HAND and notarial seal the day and year first hereinabove written.



Amanda L. Belic
NOTARY PUBLIC IN AND FOR ALASKA
My Commission Expires: 3/6/06

AFTER RECORDING RETURN TO:

Sandra J. Wicks, Esq.
3237 W. 31st Avenue
Anchorage, Alaska 99517

DECLARATION FOR WOODED ACRES CONDOMINIUMS



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2003-098622-0

**DECLARATION
FOR
WOODED ACRES CONDOMINIUMS**

Exhibit 1

TABLE OF ALLOCATED INTERESTS

<u>Unit Number</u>	<u>Street Address</u>	<u>%Liability for Common Expenses*</u>	<u>Votes</u>
1	5853 Wooded Acres Drive	12.5	1
2	5851 Wooded Acres Drive	12.5	1
3	1618 Woodroe Lane	12.5	1
4	1620 Woodroe Lane	12.5	1
5	1624 Woodroe Lane	12.5	1
6	1626 Woodroe Lane	12.5	1
115	5865 Wooded Acres Drive	12.5	1
116	5867 Wooded Acres Drive	12.5	1
	TOTAL	100%	8

*If all of the proposed 116 Units are developed and added to the Association, the percentage undivided interest per Unit will be .8520%, rounded to .85% for convenience.



**DECLARATION
FOR
WOODED ACRES CONDOMINIUMS**

Exhibit 2

DEVELOPMENT PLAN



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2003-098622-0

Rowan Street

50' TEMP. PLANNING ROUND
SEE NOTES

10' UTILITY ESMT.

10' UTILITY ESMT.

Lot 1
Fyte Subd.

DEVELOPER RIGHTS RESERVED

SEWER ESMT.
SEE NOTE 3

PUBLIC USE ESMT.
SEE NOTE 6

20' UTILITY ESMT.

10' UTILITY ESMT.
10' UTILITY ESMT.

47 48 49 50
54 53 52 51
DEVELOPER RIGHTS RESERVED

WOODED ACRES DRIVE
(COMMON ELEMENT)

84 83 82 81
77 78 79 80

WOODROE LANE (COMMON ELEMENT)

16
15
14
13
12
11
10
9
8
7

WOODCUTTER COURT (COMMON ELEMENT)

55 56 57 58
62 61 60 59

76 75 74 73

Lot 2
Fyte Subd.

69 70 71 72

WOODROE LANE (COMMON ELEMENT)

63 64 65 66 67 68

WOODED ACRES DRIVE
(COMMON ELEMENT)

3 4 5 6

20' SEWER ESMT.
SEE NOTE 4

2

1

115

116



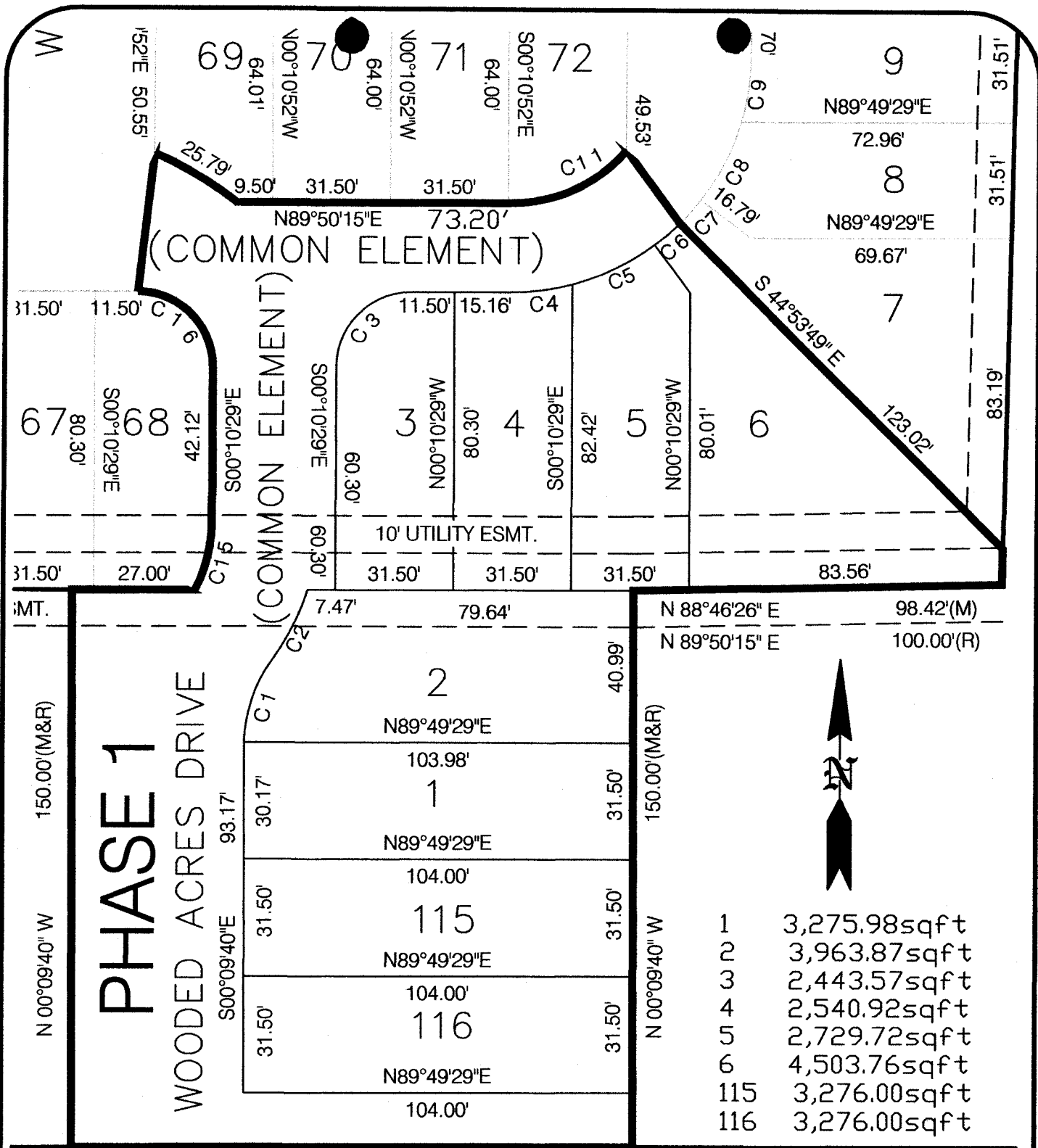
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E. 59th Ave.

DEVELOPMENT PLAN FOR PHASE 1 *LITTLE BEAR SERVICES*
WOODED ACRES CONDOMINIUMS
N.T.S.

525 WEST 54th AVENUE
Anchorage, Alaska 99518
Phone (907) 677-1040
Fax (907) 677-1165



PHASE 1

WOODED ACRES DRIVE



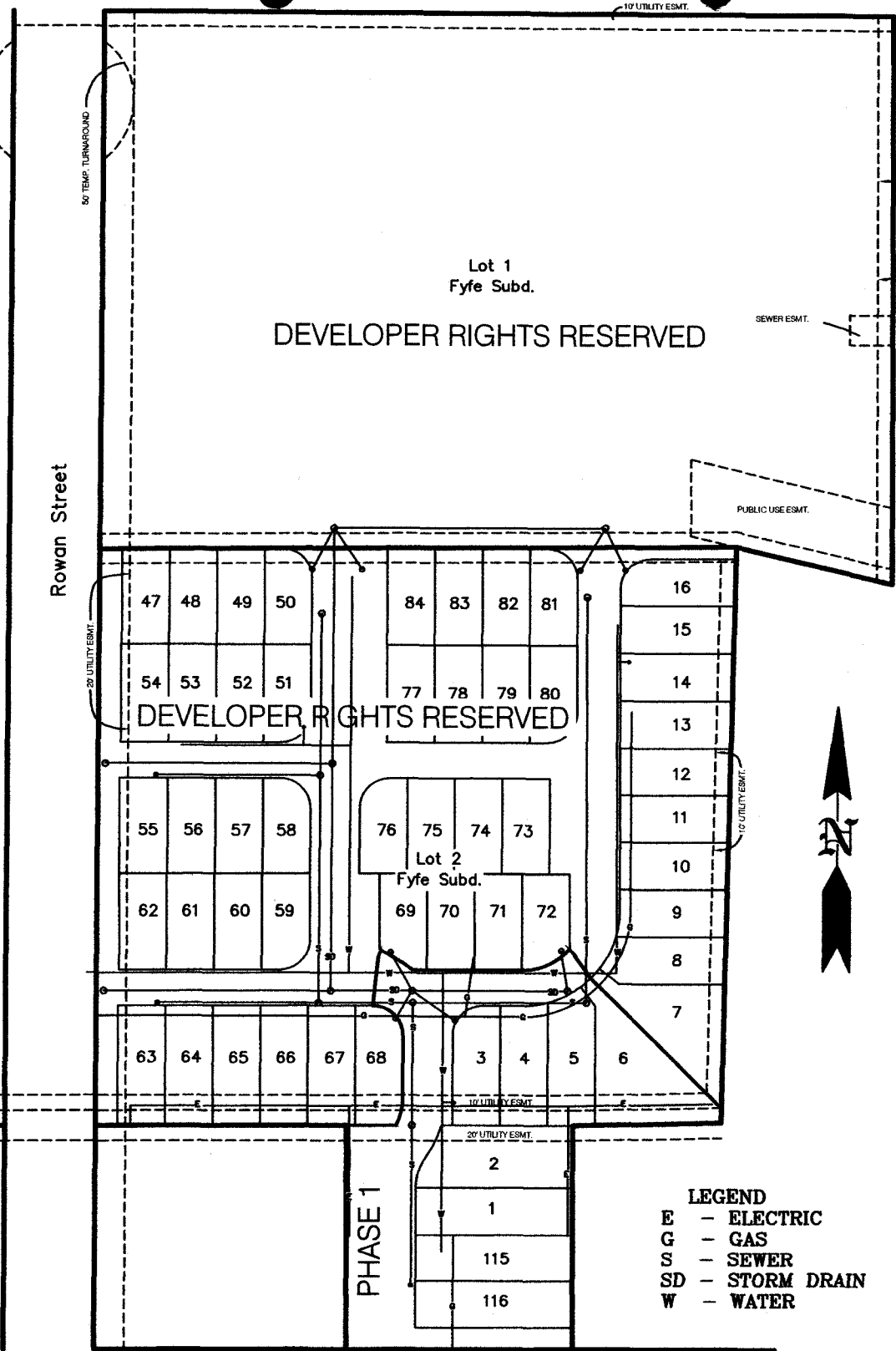
1	3,275.98sqft
2	3,963.87sqft
3	2,443.57sqft
4	2,540.92sqft
5	2,729.72sqft
6	4,503.76sqft
115	3,276.00sqft
116	3,276.00sqft

E. 59th Ave.



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2003-098622-0

DEVELOPMENT PLAN FOR PHASE 1 *LITTLE BEAR SERVICES*
 WOODED ACRES CONDOMINIUMS
 N.T.S.
 525 WEST 54th AVENUE
 Anchorage, Alaska 99518
 Phone (907) 677-1040
 Fax (907) 677-1165



- LEGEND**
- E - ELECTRIC
 - G - GAS
 - S - SEWER
 - SD - STORM DRAIN
 - W - WATER



2003-098622-0

**UTILITY PLAN FOR WOODED
ACRES CONDOMINIUMS LOT 2
N.T.S.**

LITTLE BEAR SERVICES
 525 WEST 54th AVENUE
 Anchorage, Alaska 99518
 Phone (907) 677-1040
 Fax (907) 677-1165

E. 59th Ave.

**DECLARATION
FOR
WOODED ACRES CONDOMINIUMS**

Exhibit 3

TABLE OF UNIT AREAS

<u>Unit Number</u>	<u>Street Address</u>	<u>Unit Areas</u>
1	5853 Wooded Acres Drive	3275.98 sq. ft.
2	5851 Wooded Acres Drive	3963.87 sq. ft.
3	1618 Woodroe Lane	2443.57 sq. ft.
4	1620 Woodroe Lane	2540.92 sq. ft.
5	1624 Woodroe Lane	2729.72 sq. ft.
6	1626 Woodroe Lane	4503.76 sq. ft.
115	5865 Wooded Acres Drive	3276.00 sq. ft.
116	5867 Wooded Acres Drive	3276.00 sq. ft.



DECLARATION
FOR
WOODED ACRES CONDOMINIUMS

Exhibit 4

RECORDED EASEMENTS AND LICENSES

As of the date this declaration is recorded, the following are the easements and/or licenses of recorded to the best of Declarant's knowledge:

1. Easements as shown on the plat of Fyfe Subdivision, Plat No. 72-57.
2. Blanket easement granted to Chugach Electric Association, Inc., recorded on April 9, 1952, in Book 70, Page 243.
3. A twenty-foot wide sewer easement across Lot 1, granted to the Greater Anchorage Area Borough, recorded April 4, 1972, in Misc. Book 207, Page 827. (*See Exhibit 2.*)
4. A twenty-foot wide sewer easement across Lot 2, granted to the Greater Anchorage Area Borough, recorded April 4, 1972, in Misc. Book 207, Page 830. (*See Exhibit 2.*)
5. Easement for temporary turnaround granted to Anchorage, a municipal corporation, recorded May 19, 1982, Book 732, Page 447. (Affects a portion of the northwest corner of Lot 1. *See Exhibit 2.*)
6. Public Use Easement granted to Anchorage, a municipal corporation, recorded May 19, 1982, Book 732, Page 448. (Affects a strip of land approximately 51 feet wide north to south and 130 feet wide east to west along the south and east boundaries of Lot 1. *See Exhibit 2.*)
7. A blanket easement granted to Enstar Natural Gas Company on Lots 1 and 2, recorded July 25, 2003, under Document No. 2003-07435-0, for construction of gas main lines. After construction, the gas main lines, the easement becomes a 10-foot wide easement centered on the lines. The approximate location of the main lines is shown on page 3 of the easement and on the utility plan that is part of the development plan attached to this Declaration as Exhibit 2.

As future units and common elements are developed, if additional easements are granted, this Exhibit will be amended.



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2003-098622-0



A
L
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K
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DECLARATION

FOR

CC
X2

WOODED ACRES CONDOMINIUMS

Phase 2 Amendment

HALLMARK INVESTMENTS, LLC, the Declarant of the Declaration for Wooded Acres Condominiums, on September 23, 2003, recorded the Declaration under Document No. 2003-098622-0. The Declaration applies to property described as:

Lots 1 and 2, Block 3 FYFE SUBDIVISION, according to Plat No. 72-57, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Along with the Declaration, Declarant filed a unit survey and development plan under Plat No. 2003-131, that illustrated the Phase 1 units and common elements, as well as the future phase units and common elements for which Development Rights were reserved, pursuant to Article VIII of the Declaration. The units created in Phase 1 were Units 1-6, 115 and 116.

The purpose of the present amendment, pursuant to Declarant's reserved rights under Article VIII of the Declaration is to create 10 additional units and an addition to the common elements and to submit them to the jurisdiction of the Wooded Acres Condominium Association. The Phase 2 units and common elements are shown on the unit survey and development plan filed under Plat No. 2003-152, which supercedes Plat No. 2003-131 for all units created, or to be created, on Lot 2, Fyfe Subdivision. The Units and Common Elements are also shown on the Phase 2 development plan attached as Exhibit 2 to this amendment. The Phase 2 units are Units 7-16.

Hallmark Investments, LLC, declares that the units and common elements created by this Phase 2 amendment shall be held and conveyed subject to the terms, covenants, restrictions and conditions of the Declaration.

Attached to this Amendment are the revised Exhibit 1, the Table of Allocated Interests, revised Exhibit 2, the Development Plan, revised Exhibit 3, the Table of Unit Areas, and revised Exhibit 4, Recorded Easements and Licenses.

No other part or portion of the Declaration is amended hereby, except as may be necessarily implied to give full force and effect to this Amendment.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed this 22 day of OCT., 2003.

DECLARANT: HALLMARK INVESTMENTS, LLC

[Signature]
John DePorter, Managing Member

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 22 day of October, 2003, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared JOHN DePORTER, known to me and to me known to be the Managing Member of HALLMARK INVESTMENTS, LLC, and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of HALLMARK INVESTMENTS, LLC, for the uses and purposes therein set forth pursuant to the operating agreement or a resolution of the membership.

WITNESS my hand and notarial seal the day and year first hereinabove written.

[Signature]
Notary Public in and for Alaska
My Commission Expires: 2/10/07



////

MORTGAGEE CONSENT: NORTHRIM BANK

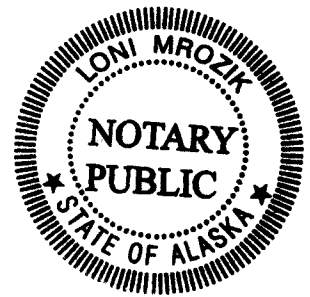
By: Creta Bloxom
Creta Bloxom, Manager/Vice President

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 22 day of October, 2003, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared CRETA BLOXOM, known to me and to me known to be a Manager/Vice President of NORTHRIM BANK, and known to me to be the individual named in and who executed the foregoing document, and she acknowledged to me that she was authorized to execute the foregoing document on behalf of NORTHRIM BANK for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first hereinabove written.

Loni Mrozik
Notary Public in and for Alaska
My Commission Expires: 2/10/07



AFTER RECORDING RETURN TO:

Sandra J. Wicks, Esq.
3237 W. 31st Avenue
Anchorage, Alaska 99517



**DECLARATION
FOR
WOODED ACRES CONDOMINIUMS**

Amended Exhibit 1

TABLE OF ALLOCATED INTERESTS

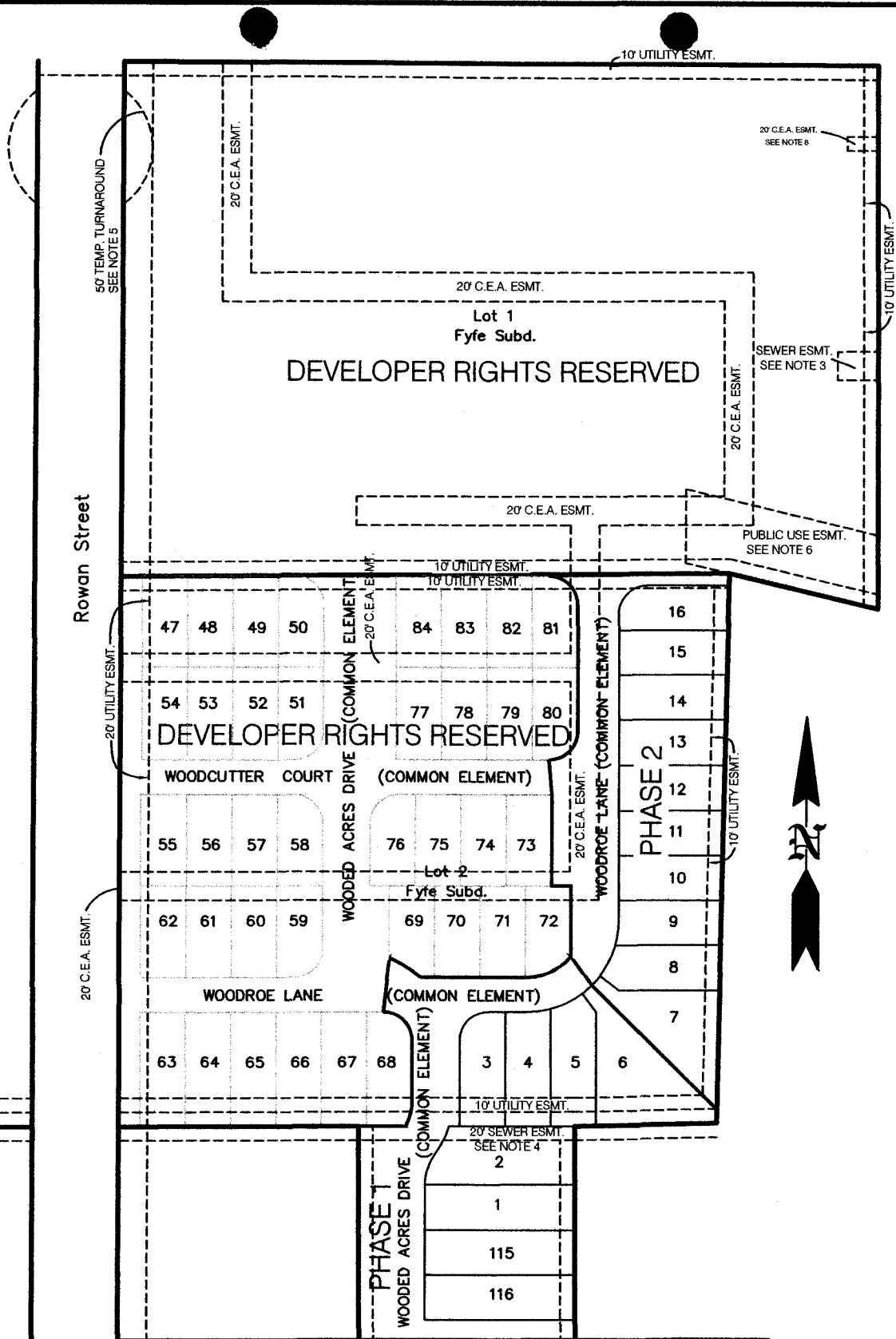
<u>Unit Number</u>	<u>Street Address</u>	<u>%Liability for Common Expenses*</u>	<u>Votes</u>
1	5853 Wooded Acres Drive	5.6	1
2	5851 Wooded Acres Drive	5.6	1
3	1618 Woodroe Lane	5.6	1
4	1620 Woodroe Lane	5.6	1
5	1624 Woodroe Lane	5.6	1
6	1626 Woodroe Lane	5.6	1
7	1630 Woodroe Lane	5.6	1
8	1632 Woodroe Lane	5.6	1
9	1636 Woodroe Lane	5.6	1
10	1638 Woodroe Lane	5.6	1
11	1642 Woodroe Lane	5.6	1
12	1644 Woodroe Lane	5.6	1
13	1648 Woodroe Lane	5.6	1
14	1650 Woodroe Lane	5.6	1
15	1654 Woodroe Lane	5.6	1
16	1656 Woodcutter Court	5.6	1
115	5865 Wooded Acres Drive	5.6	1
116	5867 Wooded Acres Drive	<u>5.6</u>	<u>1</u>
TOTAL		100%	18

*5.555%, rounded to 5.6% for convenience. If all of the proposed 116 Units are developed and added to the Association, the percentage undivided interest per Unit will be .8520%, rounded to .85% for convenience.



DECLARATION
FOR
WOODED ACRES CONDOMINIUMS
Amended Exhibit 2
DEVELOPMENT PLAN





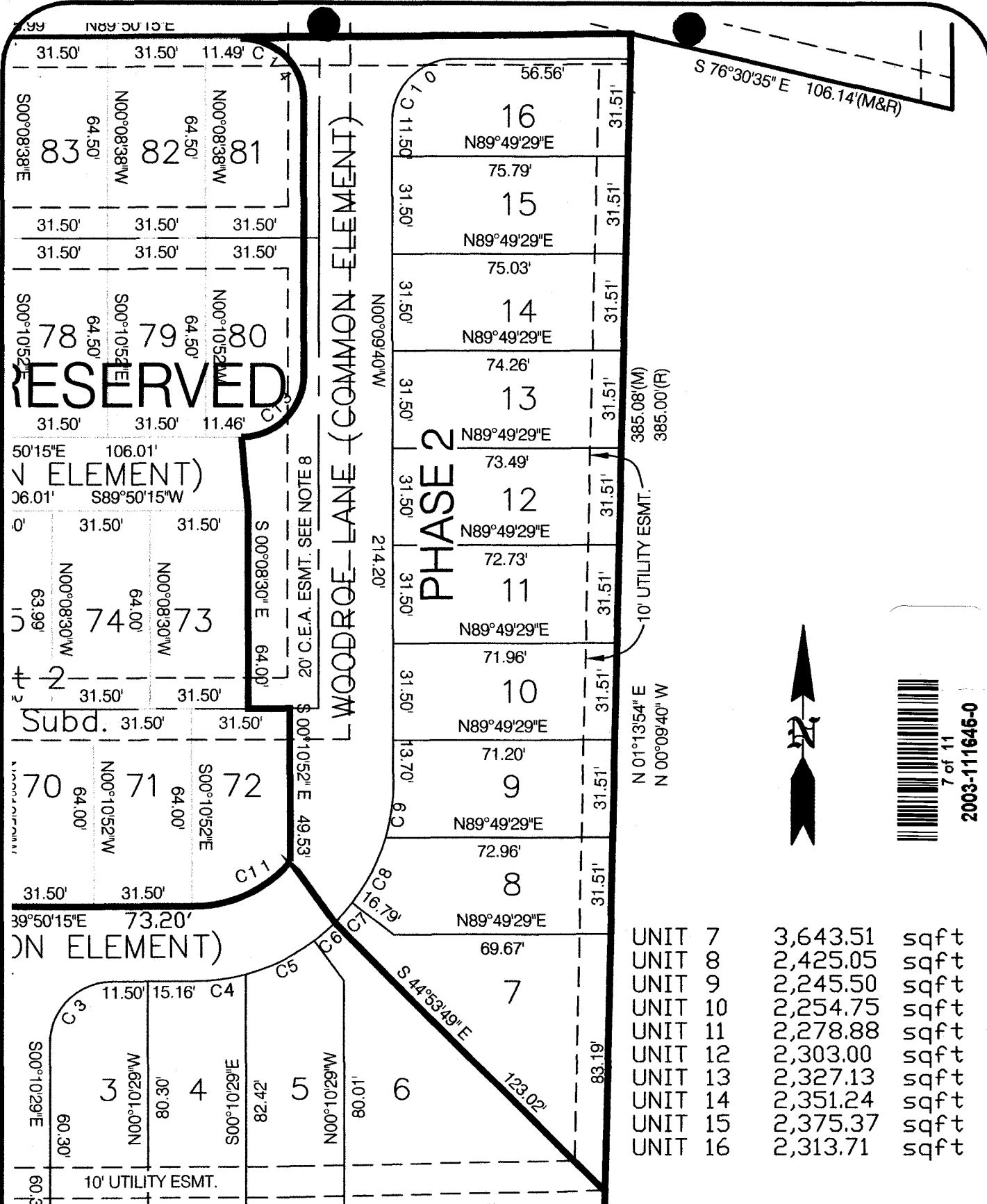
E. 59th Ave.

DEVELOPMENT PLAN FOR PHASE 2 *LITTLE BEAR SERVICES*
 WOODED ACRES CONDOMINIUMS
 N.T.S.

525 WEST 54th AVENUE
 Anchorage, Alaska 99518
 Phone (907) 677-1040
 Fax (907) 677-1165



6 of 11
 2003-111645-0

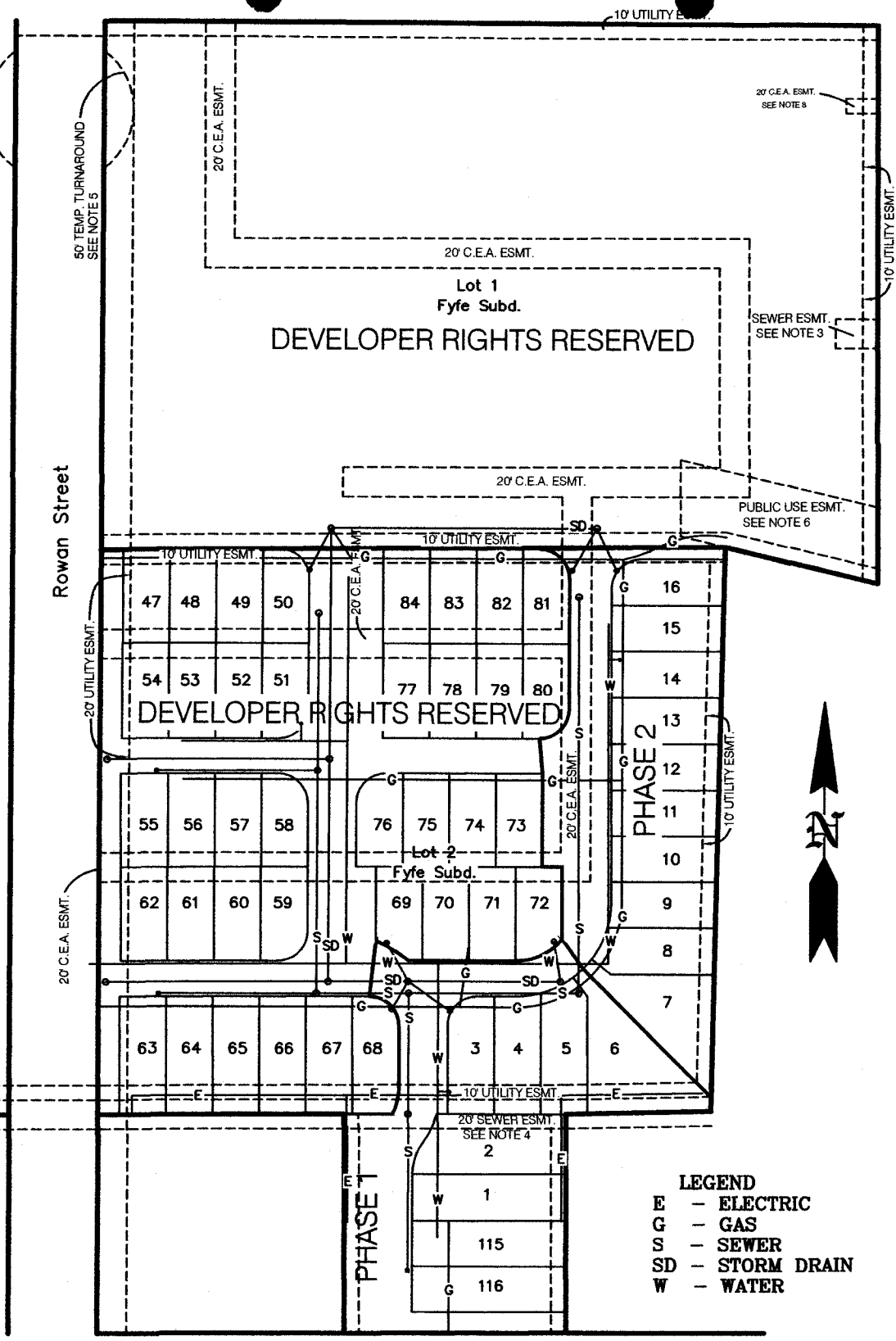


DEVELOPMENT PLAN FOR PHASE 2 *LITTLE BEAR SERVICES*
WOODED ACRES CONDOMINIUMS
 N.T.S.

UNIT 7	3,643.51	sqft
UNIT 8	2,425.05	sqft
UNIT 9	2,245.50	sqft
UNIT 10	2,254.75	sqft
UNIT 11	2,278.88	sqft
UNIT 12	2,303.00	sqft
UNIT 13	2,327.13	sqft
UNIT 14	2,351.24	sqft
UNIT 15	2,375.37	sqft
UNIT 16	2,313.71	sqft

525 WEST 54th AVENUE
 Anchorage, Alaska 99518
 Phone (907) 677-1040
 Fax (907) 677-1165

7 of 11
 2003-111645-0



Rowan Street

E. 59th Ave.

UTILITY PLAN FOR WOODED
ACRES CONDOMINIUMS LOT 2
N.T.S.

- LEGEND**
- E - ELECTRIC
 - G - GAS
 - S - SEWER
 - SD - STORM DRAIN
 - W - WATER

8 of 11
2003-111645-0

LITTLE BEAR SERVICES

525 WEST 54th AVENUE
Anchorage, Alaska 99518
Phone (907) 677-1040
Fax (907) 677-1165

DECLARATION
FOR
WOODED ACRES CONDOMINIUMS

Amended Exhibit 3

TABLE OF UNIT AREAS

<u>Unit Number</u>	<u>Street Address</u>	<u>Unit Areas</u>
1	5853 Wooded Acres Drive	3275.98 sq. ft.
2	5851 Wooded Acres Drive	3963.87 sq. ft.
3	1618 Woodroe Lane	2443.57 sq. ft.
4	1620 Woodroe Lane	2540.92 sq. ft.
5	1624 Woodroe Lane	2729.72 sq. ft.
6	1626 Woodroe Lane	4503.76 sq. ft.
7	1630 Woodroe Lane	3643.51 sq. ft.
8	1632 Woodroe Lane	2425.05 sq. ft.
9	1636 Woodroe Lane	2245.50 sq. ft.
10	1638 Woodroe Lane	2254.75 sq. ft.
11	1642 Woodroe Lane	2278.88 sq. ft.
12	1644 Woodroe Lane	2303.00 sq. ft.
13	1648 Woodroe Lane	2327.13 sq. ft.
14	1650 Woodroe Lane	2351.24 sq. ft.
15	1654 Woodroe Lane	2375.37 sq. ft.
16	1656 Woodcutter Court	2313.71 sq. ft.
115	5865 Wooded Acres Drive	3276.00 sq. ft.
116	5867 Wooded Acres Drive	3276.00 sq. ft.



DECLARATION
FOR
WOODED ACRES CONDOMINIUMS
Amended Exhibit 4
RECORDED EASEMENTS AND LICENSES

As of the date this amendment is recorded, the following are the easements and/or licenses of record to the best of Declarant's knowledge:

1. Easements as shown on the plat of Fyfe Subdivision, Plat No. 72-57.
2. Blanket easement granted to Chugach Electric Association, Inc., recorded on April 9, 1952, in Book 70, Page 243.
3. A twenty-foot wide sewer easement across Lot 1, granted to the Greater Anchorage Area Borough, recorded April 4, 1972, in Misc. Book 207, Page 827. (*See Exhibit 2.*)
4. A twenty-foot wide sewer easement across Lot 2, granted to the Greater Anchorage Area Borough, recorded April 4, 1972, in Misc. Book 207, Page 830. (*See Exhibit 2.*)
5. Easement for temporary turnaround granted to Anchorage, a municipal corporation, recorded May 19, 1982, Book 732, Page 447. (Affects a portion of the northwest corner of Lot 1. *See Exhibit 2.*)
6. Public Use Easement granted to Anchorage, a municipal corporation, recorded May 19, 1982, Book 732, Page 448. (Affects a strip of land approximately 51 feet wide north to south and 130 feet wide east to west along the south and east boundaries of Lot 1. *See Exhibit 2.*)
7. A blanket easement granted to Enstar Natural Gas Company on Lots 1 and 2, recorded July 25, 2003, under Document No. 2003-07435-0, for construction of gas main lines. After construction, the gas main lines, the easement becomes a 10-foot wide easement centered on the lines. The approximate location of the main lines is shown on page 3 of the easement and on the utility plan that is part of the development plan attached to this Amendment as Exhibit 2.



8. An easement in favor of Chugach Electric Association, Inc., varying between 10 and 20-feet wide at various locations within Lots 1 and 2, recorded July 3, 2003, under Document No. 2003-066144-0. (See *Exhibit 2.*)

As future units and common elements are developed, if additional easements are granted, this Exhibit will be amended.



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**DECLARATION
FOR
WOODED ACRES CONDOMINIUMS**

Amendment to Correct Phase 1 and Phase 2 Street Addresses

HALLMARK INVESTMENTS, LLC, the Declarant of the Declaration for Wooded Acres Condominiums, on September 23, 2003, recorded the Declaration under Document No. 2003-098622-0. The Declaration applies to property described as:

Lots 1 and 2, Block 3 FYFE SUBDIVISION, according to Plat No. 72-57, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Along with the Declaration, Declarant filed a unit survey and development plan under Plat No. 2003-131. The units created in Phase 1 were Units 1-6, 115 and 116.

A Phase 2 Amendment to the Declaration was recorded October 22, 2003, under Document No. 2003-111645-0 to create 10 additional units and an addition to the common elements. The Phase 2 units were Units 7-16. In addition to the Phase 2 Amendment, a revised unit survey and development plan, superseding Plat No. 2003-131, was filed under Plat No. 2003-152.

Subsequent to the recording of the Phase 2 Amendment, the Declarant learned that the Municipality of Anchorage had changed the addresses for the units in Wooded Acres Condominiums. **The purpose of this amendment is to correct the Phase 1 and Phase 2 street addresses for Units 1-16, 115 and 116.**

Attached to this Amendment are the revised Exhibit 1, the Table of Allocated Interests, and the revised Exhibit 3, the Table of Unit Areas.

No other part or portion of the Declaration is amended hereby, except as may be necessarily implied to give full force and effect to this Amendment.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed this 4th day of November, 2003.

DECLARANT: HALLMARK INVESTMENTS, LLC

[Signature]
John DePorter, Managing Member

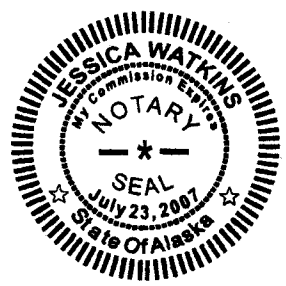
STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 4th day of November, 2003, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared JOHN DePORTER, known to me and to me known to be the Managing Member of HALLMARK INVESTMENTS, LLC, and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of HALLMARK INVESTMENTS, LLC, for the uses and purposes therein set forth pursuant to the operating agreement or a resolution of the membership.

WITNESS my hand and notarial seal the day and year first hereinabove written.

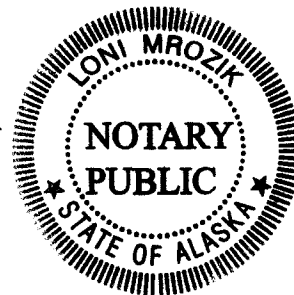
[Signature]
Notary Public in and for Alaska
My Commission Expires: 7/23/07

////



MORTGAGEE CONSENT: NORTHRIM BANK

By: Creta Bloxom
Creta Bloxom, Manager/Vice President



STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 4 day of November, 2003, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared CRETA BLOXOM, known to me and to me known to be a Manager/Vice President of NORTHRIM BANK, and known to me to be the individual named in and who executed the foregoing document, and she acknowledged to me that she was authorized to execute the foregoing document on behalf of NORTHRIM BANK for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first hereinabove written.

Loni Mrozik
Notary Public in and for Alaska
My Commission Expires: 2/10/07

AFTER RECORDING RETURN TO:

Sandra J. Wicks, Esq.
3237 W. 31st Avenue
Anchorage, Alaska 99517



DECLARATION
FOR
WOODED ACRES CONDOMINIUMS

Amended Exhibit 3

TABLE OF UNIT AREAS

<u>Unit Number</u>	<u>Street Address</u>	<u>Unit Areas</u>
1	5853 Wooded Acres Drive	3275.98 sq. ft.
2	5851 Wooded Acres Drive	3963.87 sq. ft.
3	1632 Woodroe Lane	2443.57 sq. ft.
4	1634 Woodroe Lane	2540.92 sq. ft.
5	1640 Woodroe Lane	2729.72 sq. ft.
6	1642 Woodroe Lane	4503.76 sq. ft.
7	1648 Woodroe Lane	3643.51 sq. ft.
8	1650 Woodroe Lane	2425.05 sq. ft.
9	1656 Woodroe Lane	2245.50 sq. ft.
10	1658 Woodroe Lane	2254.75 sq. ft.
11	1662 Woodroe Lane	2278.88 sq. ft.
12	1664 Woodroe Lane	2303.00 sq. ft.
13	1672 Woodroe Lane	2327.13 sq. ft.
14	1674 Woodroe Lane	2351.24 sq. ft.
15	1680 Woodroe Lane	2375.37 sq. ft.
16	1682 Woodroe Lane	2313.71 sq. ft.
115	5865 Wooded Acres Drive	3276.00 sq. ft.
116	5867 Wooded Acres Drive	3276.00 sq. ft.



DECLARATION
FOR
WOODED ACRES CONDOMINIUMS
Amended Exhibit 1

TABLE OF ALLOCATED INTERESTS

<u>Unit Number</u>	<u>Street Address</u>	<u>%Liability for Common Expenses*</u>	<u>Votes</u>
1	5853 Wooded Acres Drive	5.6	1
2	5851 Wooded Acres Drive	5.6	1
3	1632 Woodroe Lane	5.6	1
4	1634 Woodroe Lane	5.6	1
5	1640 Woodroe Lane	5.6	1
6	1642 Woodroe Lane	5.6	1
7	1648 Woodroe Lane	5.6	1
8	1650 Woodroe Lane	5.6	1
9	1656 Woodroe Lane	5.6	1
10	1658 Woodroe Lane	5.6	1
11	1662 Woodroe Lane	5.6	1
12	1664 Woodroe Lane	5.6	1
13	1672 Woodroe Lane	5.6	1
14	1674 Woodroe Lane	5.6	1
15	1680 Woodroe Lane	5.6	1
16	1682 Woodroe Lane	5.6	1
115	5865 Wooded Acres Drive	5.6	1
116	5867 Wooded Acres Drive	5.6	1
TOTAL		100%	18

*5.555%, rounded to 5.6% for convenience. If all of the proposed 116 Units are developed and added to the Association, the percentage undivided interest per Unit will be .8520%, rounded to .85% for convenience.





2003-008767-0

Recording Dist: 301 - Anchorage
2/10/2004 11:51 AM Pages: 1 of 10

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DECLARATION

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FOR

WOODED ACRES CONDOMINIUMS

Phase 3 Amendment

HALLMARK INVESTMENTS, LLC, the Declarant of the Declaration for Wooded Acres Condominiums, on September 23, 2003, recorded the Declaration under Document No. 2003-098622-0. The Declaration applies to property described as:

Lots 1 and 2, Block 3 FYFE SUBDIVISION, according to Plat No. 72-57, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Along with the Declaration, Declarant filed a unit survey and development plan under Plat No. 2003-131, that illustrated the Phase 1 units and common elements, as well as the future phase units and common elements for which Development Rights were reserved, pursuant to Article VIII of the Declaration. The units created in Phase 1 were Units 1-6, 115 and 116. A Phase 2 amendment, recorded on October 22, 2003, under Document No. 2003-1111645-0, created 10 additional units, Units 7-16, and additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152.

The purpose of the present amendment, pursuant to Declarant's reserved rights under Article VIII of the Declaration is to create 8 additional units and an addition to the common elements and to submit them to the jurisdiction of the Wooded Acres Condominium Association. The Phase 3 units and common elements are shown on the unit survey and development plan filed under Plat No. 2003-152. The Units and Common Elements are also shown on the Phase 3 development plan attached as Exhibit 2 to this amendment. The Phase 3 units are Units 69-76.

MORTGAGEE CONSENT: NORTHRIM BANK

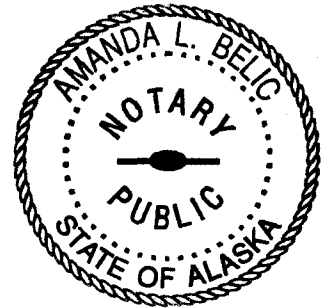
By: Creta Bloxom
Creta Bloxom, Manager/Vice President

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 10th day of February, 2004, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared CRETA BLOXOM, known to me and to me known to be a Manager/Vice President of NORTHRIM BANK, and known to me to be the individual named in and who executed the foregoing document, and she acknowledged to me that she was authorized to execute the foregoing document on behalf of NORTHRIM BANK for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first hereinabove written.

Amanda L. Belic
Notary Public in and for Alaska
My Commission Expires: 3/10/06



AFTER RECORDING RETURN TO:

Sandra J. Wicks, Esq.
3237 W. 31st Avenue
Anchorage, Alaska 99517



DECLARATION
FOR
WOODED ACRES CONDOMINIUMS
Amended Exhibit 1

TABLE OF ALLOCATED INTERESTS

<u>Unit Number</u>	<u>Street Address</u>	<u>%Liability for Common Expenses*</u>	<u>Votes</u>
1	5853 Wooded Acres Drive	3.9	1
2	5851 Wooded Acres Drive	3.9	1
3	1632 Woodroe Lane	3.9	1
4	1634 Woodroe Lane	3.9	1
5	1640 Woodroe Lane	3.9	1
6	1642 Woodroe Lane	3.9	1
7	1648 Woodroe Lane	3.9	1
8	1650 Woodroe Lane	3.9	1
9	1656 Woodroe Lane	3.9	1
10	1658 Woodroe Lane	3.9	1
11	1662 Woodroe Lane	3.9	1
12	1664 Woodroe Lane	3.9	1
13	1672 Woodroe Lane	3.9	1
14	1674 Woodroe Lane	3.9	1
15	1680 Woodroe Lane	3.9	1
16	1682 Woodroe Lane	3.9	1
69	1625 Woodroe Lane	3.9	1
70	1627 Woodroe Lane	3.9	1
71	1633 Woodroe Lane	3.9	1
72	1635 Woodroe Lane	3.9	1
73	1638 Woodcutter Court	3.9	1
74	1636 Woodcutter Court	3.9	1
75	1628 Woodcutter Court	3.9	1
76	1626 Woodcutter Court	3.9	1



115	5865 Wooded Acres Drive	3.9	1
116	5867 Wooded Acres Drive	<u>3.9</u>	<u>1</u>
	TOTAL	100%	26

*3.8461%, rounded to 3.9% for convenience. If all of the proposed 116 Units are developed and added to the Association, the percentage undivided interest per Unit will be .8520%, rounded to .85% for convenience.

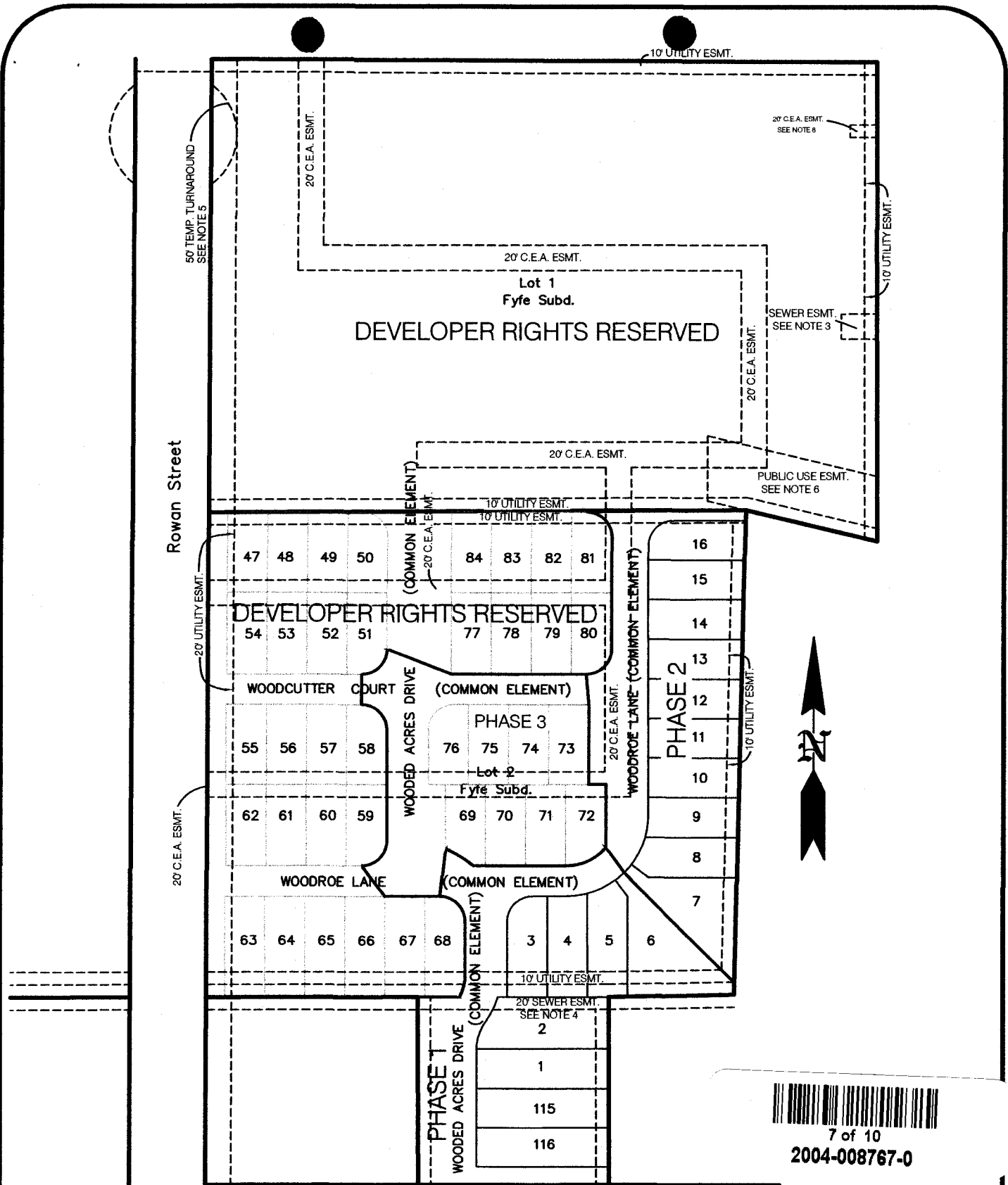


DECLARATION
FOR
WOODED ACRES CONDOMINIUMS
Amended Exhibit 2
DEVELOPMENT PLAN



6 of 10

2004-008767-0



E. 59th Ave.

DEVELOPMENT PLAN FOR PHASE 3
WOODED ACRES CONDOMINIUMS
 N.T.S.

LITTLE BEAR SERVICES

525 WEST 54th AVENUE
 Anchorage, Alaska 99518
 Phone (907) 677-1040
 Fax (907) 677-1165

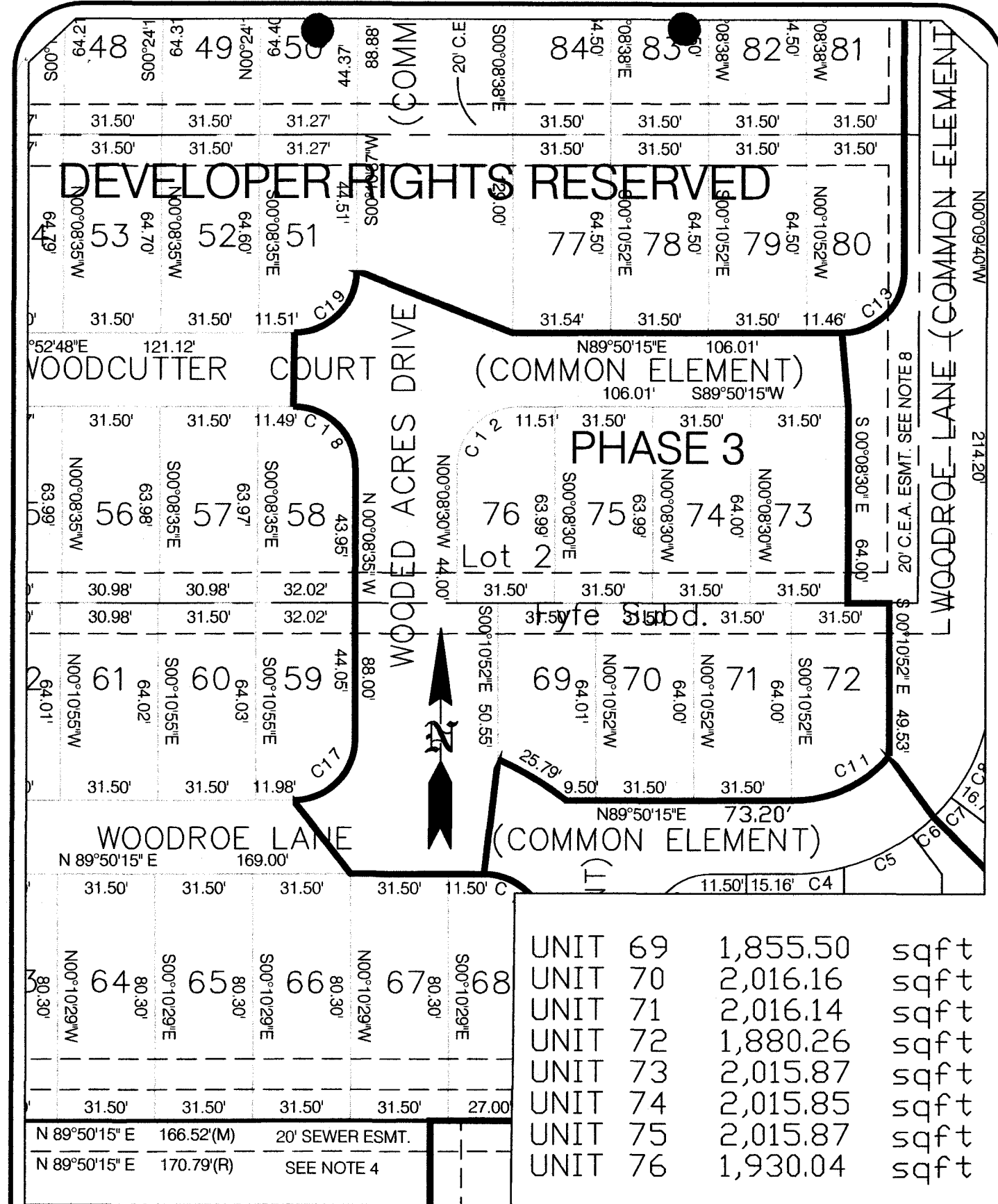


7 of 10
 2004-008767-0

DEVELOPER RIGHTS RESERVED

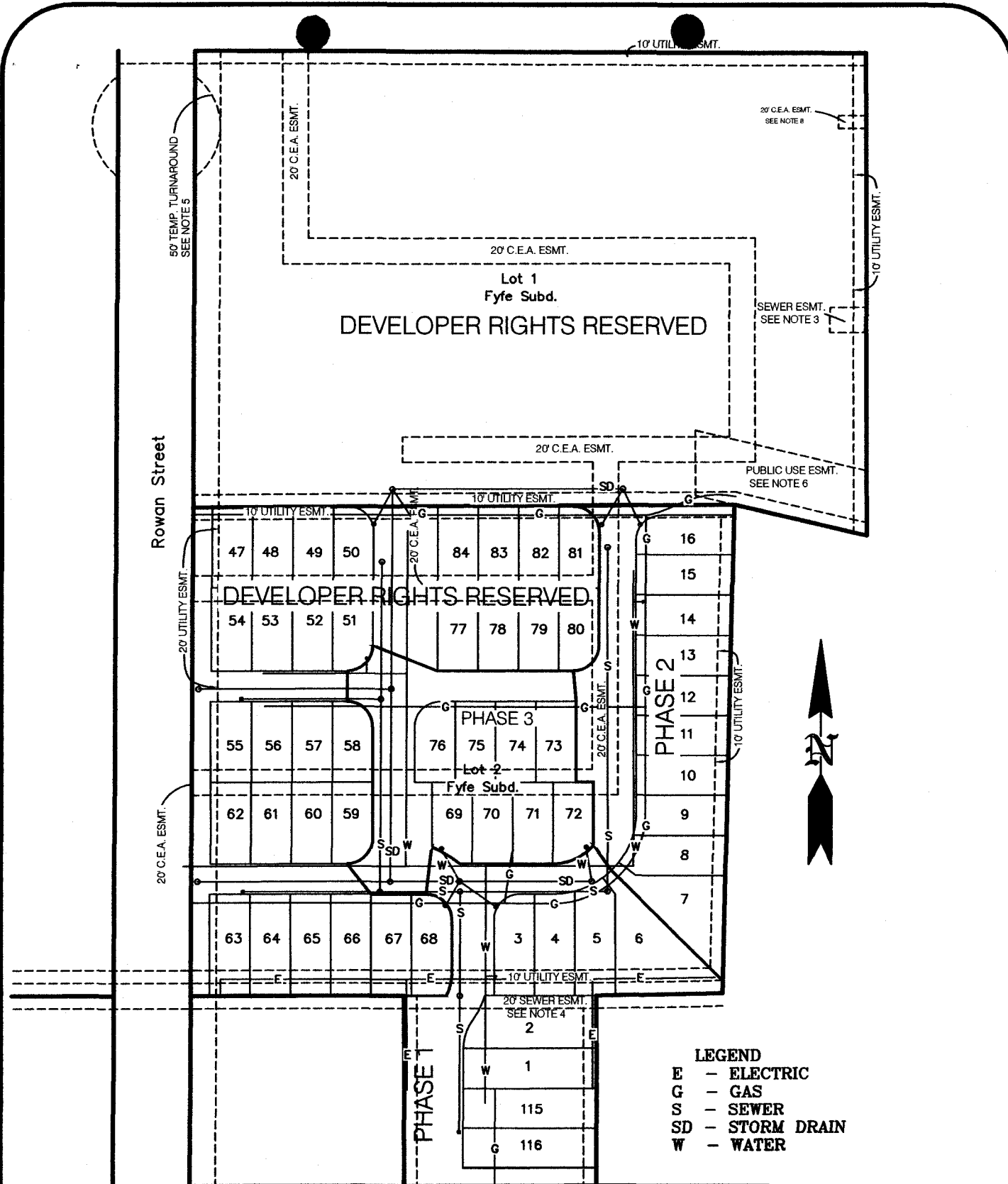
PHASE 3

Lot 2



DEVELOPMENT PLAN FOR PHASE 3 *LITTLE BEAR SERVICES*
 WOODED ACRES CONDOMINIUMS
 N.T.S.
 525 WEST 54th AVENUE
 Anchorage, Alaska 99518
 Phone (907) 677-1040
 Fax (907) 677-1165





Rowan Street

E. 59th Ave.

UTILITY PLAN FOR WOODED
ACRES CONDOMINIUMS LOT 2
N.T.S.

- LEGEND**
- E - ELECTRIC
 - G - GAS
 - S - SEWER
 - SD - STORM DRAIN
 - W - WATER

LITTLE BEAR SERVICES

525 WEST 54th AVENUE
Anchorage, Alaska 99518
Phone (907) 677-1040
Fax (907) 677-1165



**DECLARATION
FOR
WOODED ACRES CONDOMINIUMS**

Amended Exhibit 3

TABLE OF UNIT AREAS

<u>Unit Number</u>	<u>Street Address</u>	<u>Unit Areas</u>
1	5853 Wooded Acres Drive	3275.98 sq. ft.
2	5851 Wooded Acres Drive	3963.87 sq. ft.
3	1632 Woodroe Lane	2443.57 sq. ft.
4	1634 Woodroe Lane	2540.92 sq. ft.
5	1640 Woodroe Lane	2729.72 sq. ft.
6	1642 Woodroe Lane	4503.76 sq. ft.
7	1648 Woodroe Lane	3643.51 sq. ft.
8	1650 Woodroe Lane	2425.05 sq. ft.
9	1656 Woodroe Lane	2245.50 sq. ft.
10	1658 Woodroe Lane	2254.75 sq. ft.
11	1662 Woodroe Lane	2278.88 sq. ft.
12	1664 Woodroe Lane	2303.00 sq. ft.
13	1672 Woodroe Lane	2327.13 sq. ft.
14	1674 Woodroe Lane	2351.24 sq. ft.
15	1680 Woodroe Lane	2375.37 sq. ft.
16	1682 Woodroe Lane	2313.71 sq. ft.
69	1625 Woodroe Lane	1855.50 sq. ft.
70	1627 Woodroe Lane	2016.16 sq. ft.
71	1633 Woodroe Lane	2016.14 sq. ft.
72	1635 Woodroe Lane	1880.26 sq. ft.
73	1638 Woodcutter Court	2015.87 sq. ft.
74	1636 Woodcutter Court	2015.85 sq. ft.
75	1628 Woodcutter Court	2015.87 sq. ft.
76	1626 Woodcutter Court	1930.04 sq. ft.
115	5865 Wooded Acres Drive	3276.00 sq. ft.
116	5867 Wooded Acres Drive	3276.00 sq. ft.





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**DECLARATION
FOR
WOODED ACRES CONDOMINIUMS**

Phase 4 Amendment

HALLMARK INVESTMENTS, LLC, the Declarant of the Declaration for Wooded Acres Condominiums, on September 23, 2003, recorded the Declaration under Document No. 2003-098622-0. The Declaration applies to property described as:

Lots 1 and 2, Block 3, FYFE SUBDIVISION, according to Plat No. 72-57, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Along with the Declaration, Declarant filed a unit survey and development plan under Plat No. 2003-131, that illustrated the Phase 1 units and common elements, as well as the future phase units and common elements for which Development Rights were reserved, pursuant to Article VIII of the Declaration. The units created in Phase 1 were Units 1-6, 115 and 116. A Phase 2 amendment, recorded on October 22, 2003, under Document No. 2003-1111645-0, created 10 additional units, Units 7-16, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. The Phase 3 amendment, recorded February 10, 2004, under Document No. 2004-008767-0, created 8 additional units, Units 69-76, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152.

The purpose of the present amendment, pursuant to Declarant's reserved rights under Article VIII of the Declaration is to create 6 additional units and an addition to the common elements and to submit them to the jurisdiction of the Wooded Acres Condominium Association. The Phase 4 units and common elements are shown on the unit survey and development plan filed under Plat No. 2003-152. The Units and Common Elements are also shown on the Phase 4 development plan attached as Exhibit 2 to this amendment. The Phase 4 units are Units 63-68.

Hallmark Investments, LLC, declares that the units and common elements created by this Phase 4 amendment shall be held and conveyed subject to the terms, covenants, restrictions and conditions of the Declaration.

Attached to this Amendment are the revised Exhibit 1, the Table of Allocated Interests, revised Exhibit 2, the Development Plan, and the revised Exhibit 3, the Table of Unit Areas.

No other part or portion of the Declaration is amended hereby, except as may be necessarily implied to give full force and effect to this Amendment.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed this 27th day of MAY, 2004.

DECLARANT: HALLMARK INVESTMENTS, LLC

[Signature]
John DePorter, Managing Member

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 27th day of MAY, 2004, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared JOHN DePORTER, known to me and to me known to be the Managing Member of HALLMARK INVESTMENTS, LLC, and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of HALLMARK INVESTMENTS, LLC, for the uses and purposes therein set forth pursuant to the operating agreement or a resolution of the membership.

WITNESS my hand and notarial seal the day and year first hereinabove written.



[Signature]
Notary Public in and for Alaska
My Commission Expires: July 23, 2007

////



MORTGAGEE CONSENT: NORTHRIM BANK

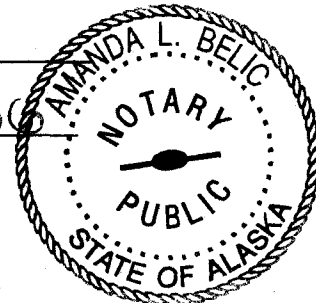
By: Creta Bloxom
Creta Bloxom, Manager/Vice President

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ___ day of _____, 2004, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared CRETA BLOXOM, known to me and to me known to be a Manager/Vice President of NORTHRIM BANK, and known to me to be the individual named in and who executed the foregoing document, and she acknowledged to me that she was authorized to execute the foregoing document on behalf of NORTHRIM BANK for the uses and purposes therein set forth.

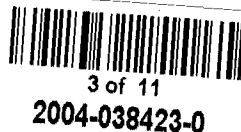
WITNESS my hand and notarial seal the day and year first hereinabove written.

Amanda Belic
Notary Public in and for Alaska
My Commission Expires: 3/6/06



AFTER RECORDING RETURN TO:

Sandra J. Wicks, Esq.
3237 W. 31st Avenue
Anchorage, Alaska 99517



DECLARATION
FOR
WOODED ACRES CONDOMINIUMS
Amended Exhibit 1

TABLE OF ALLOCATED INTERESTS

<u>Unit Number</u>	<u>Street Address</u>	<u>%Liability for Common Expenses*</u>	<u>Votes</u>
1	5853 Wooded Acres Drive	3.1	1
2	5851 Wooded Acres Drive	3.1	1
3	1632 Woodroe Lane	3.1	1
4	1634 Woodroe Lane	3.1	1
5	1640 Woodroe Lane	3.1	1
6	1642 Woodroe Lane	3.1	1
7	1648 Woodroe Lane	3.1	1
8	1650 Woodroe Lane	3.1	1
9	1656 Woodroe Lane	3.1	1
10	1658 Woodroe Lane	3.1	1
11	1662 Woodroe Lane	3.1	1
12	1664 Woodroe Lane	3.1	1
13	1672 Woodroe Lane	3.1	1
14	1674 Woodroe Lane	3.1	1
15	1680 Woodroe Lane	3.1	1
16	1682 Woodroe Lane	3.1	1
63	1600 Woodroe Lane	3.1	1
64	1602 Woodroe Lane	3.1	1
65	1608 Woodroe Lane	3.1	1
66	1610 Woodroe Lane	3.1	1
67	1620 Woodroe Lane	3.1	1
68	1622 Woodroe Lane	3.1	1
69	1625 Woodroe Lane	3.1	1
70	1627 Woodroe Lane	3.1	1



71	1633 Woodroe Lane	3.1	1
72	1635 Woodroe Lane	3.1	1
73	1638 Woodcutter Court	3.1	1
74	1636 Woodcutter Court	3.1	1
75	1628 Woodcutter Court	3.1	1
76	1626 Woodcutter Court	3.1	1
115	5865 Wooded Acres Drive	3.1	1
116	5867 Wooded Acres Drive	<u>3.1</u>	<u>1</u>
	TOTAL	100%	32

*3.125%, rounded to 3.1% for convenience. If all of the proposed 116 Units are developed and added to the Association, the percentage undivided interest per Unit will be .8520%, rounded to .85% for convenience.

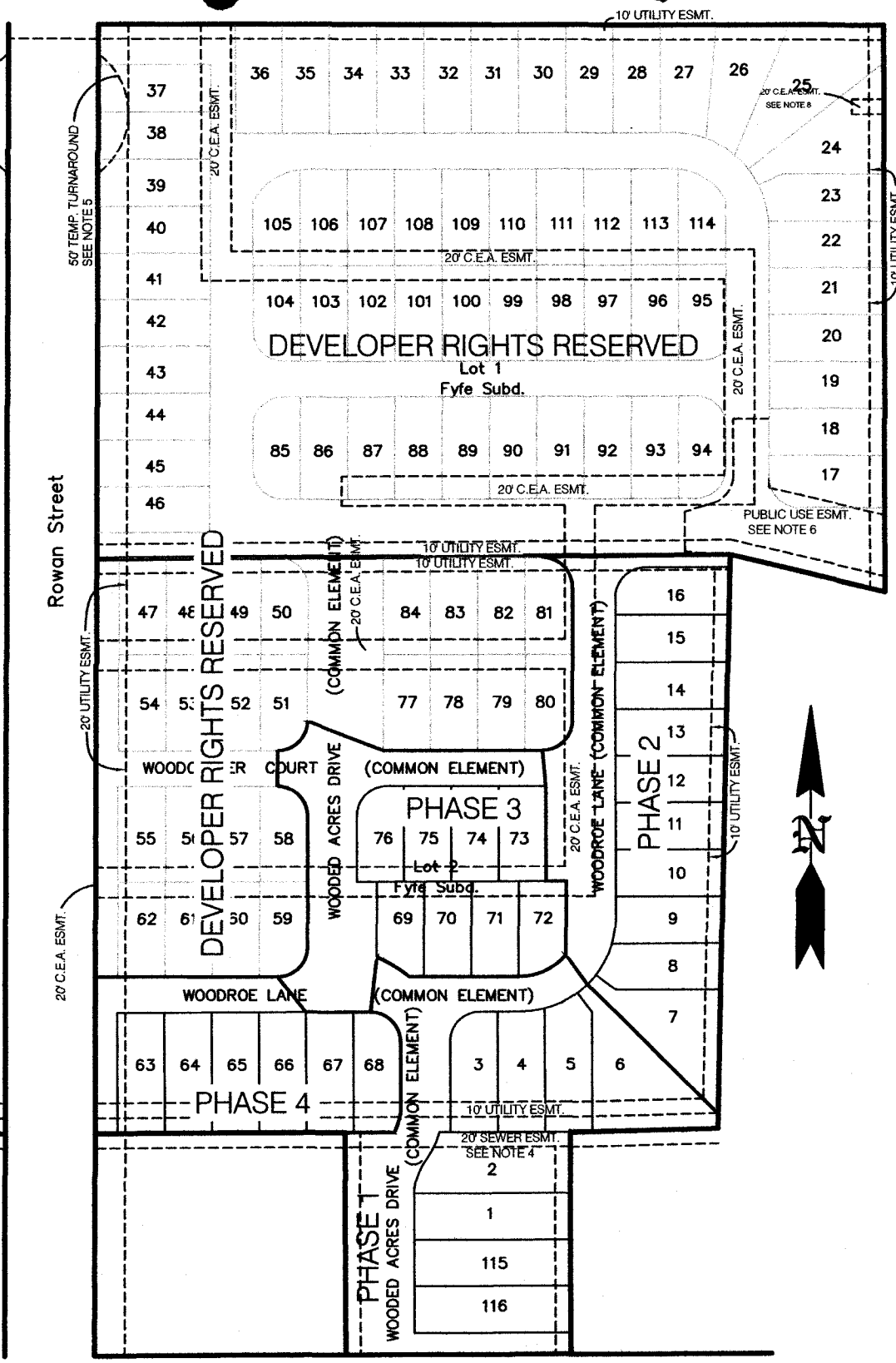


DECLARATION
FOR
WOODED ACRES CONDOMINIUMS
Amended Exhibit 2
DEVELOPMENT PLAN



6 of 11

2004-038423-0

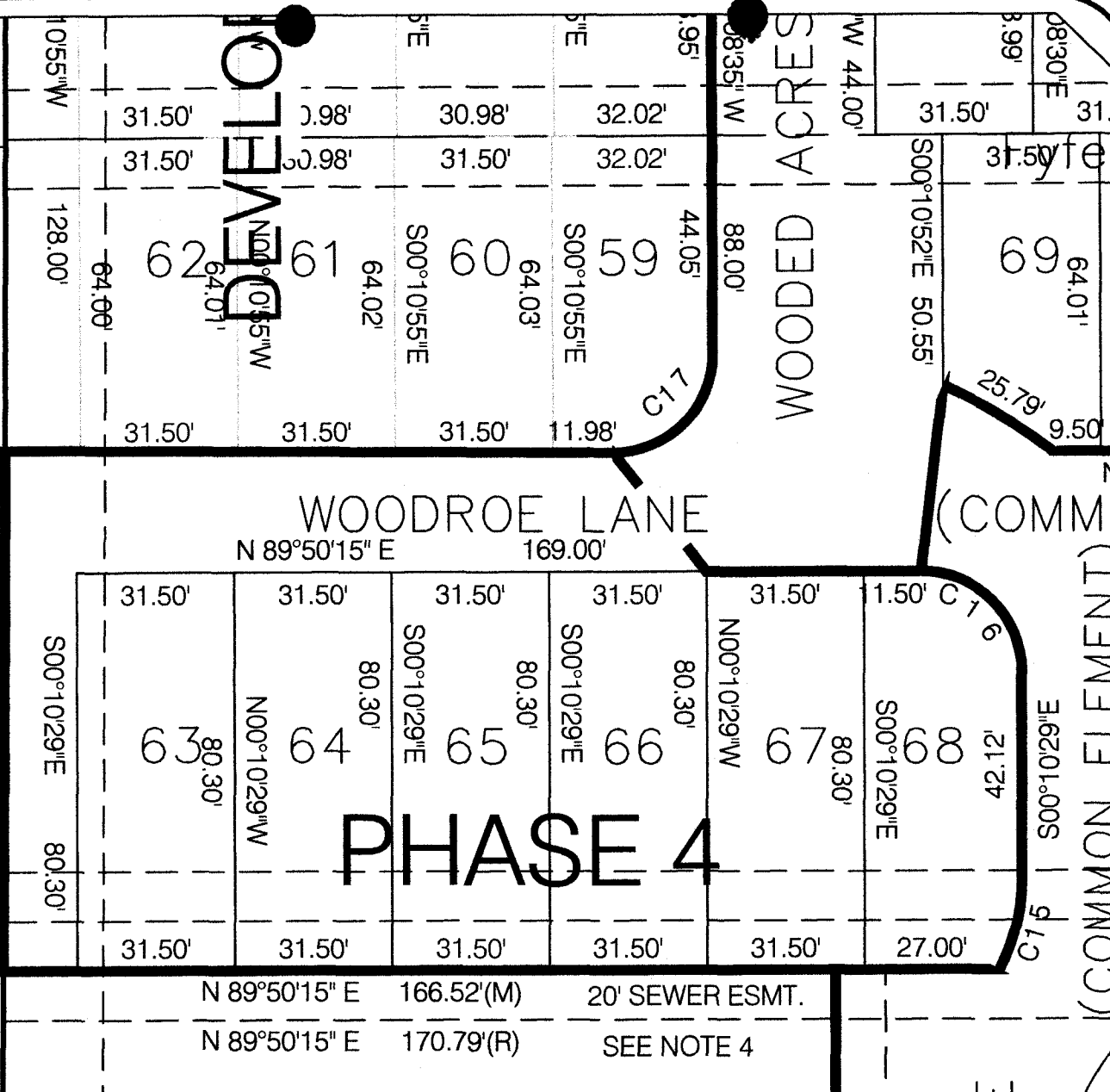


E. 59th Ave.

DEVELOPMENT PLAN FOR PHASE 4 *LITTLE BEAR SERVICES*
 WOODED ACRES CONDOMINIUMS
 N.T.S.

525 WEST 54th AVENUE
 Anchorage, Alaska 99518
 Phone (907) 677-1040
 Fax (907) 677-1165





PHASE 4

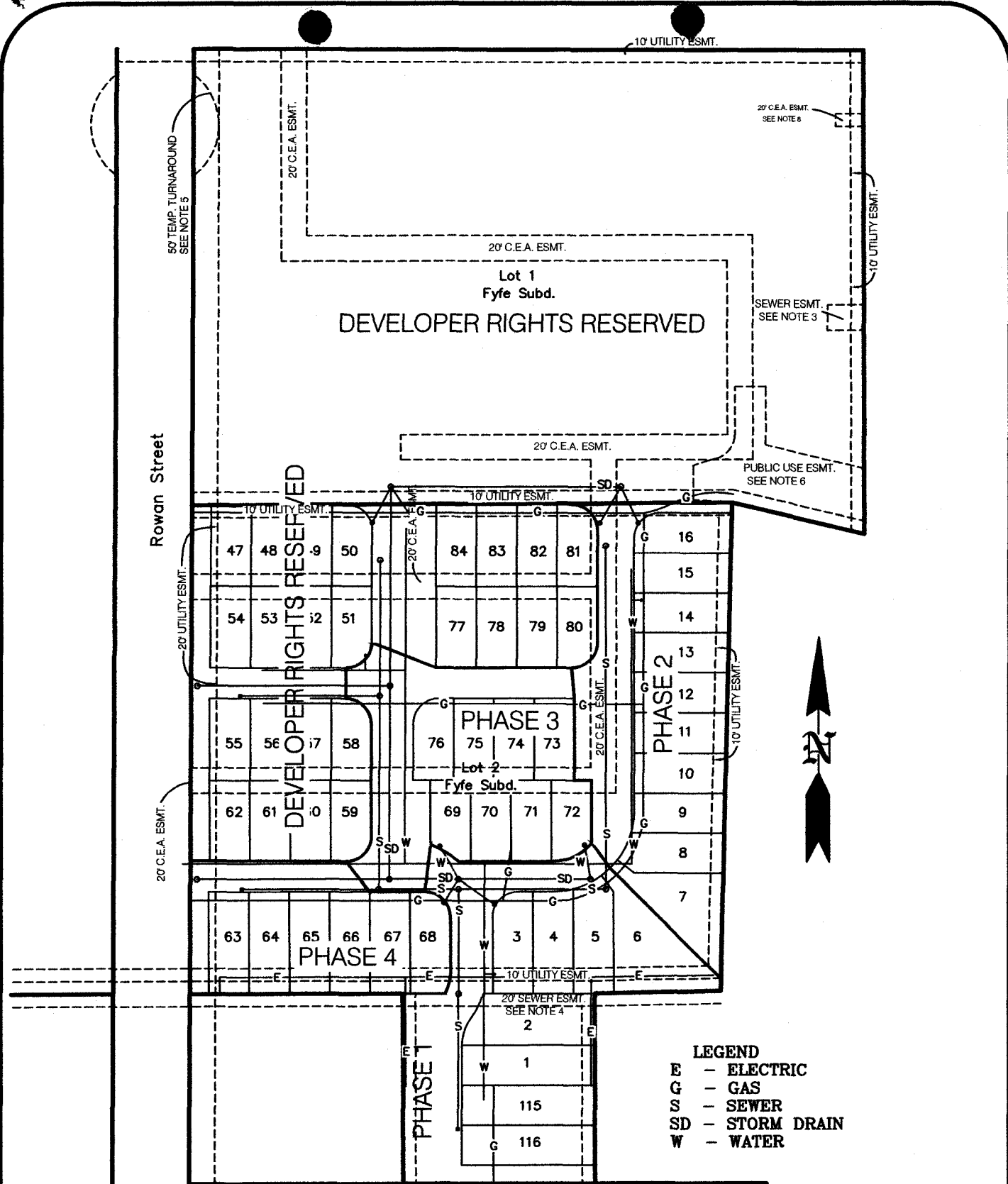


UNIT 63	2,529.45	sqft
UNIT 64	2,529.45	sqft
UNIT 65	2,529.45	sqft
UNIT 66	2,529.45	sqft
UNIT 67	2,529.45	sqft
UNIT 68	2,417.05	sqft

DEVELOPMENT PLAN FOR PHASE 4 *LITTLE BEAR SERVICES*
 WOODED ACRES CONDOMINIUMS
 N.T.S.

525 WEST 54th AVENUE
 Anchorage, Alaska 99518
 Phone (907) 677-1040
 Fax (907) 677-1165





Rowan Street

E. 59th Ave.

UTILITY PLAN FOR WOODED ACRES CONDOMINIUMS LOT 2
N.T.S.

- LEGEND**
- E - ELECTRIC
 - G - GAS
 - S - SEWER
 - SD - STORM DRAIN
 - W - WATER

LITTLE BEAR SERVICES

525 WEST 54th AVENUE
Anchorage, Alaska 99518
Phone (907) 677-1040
Fax (907) 677-1165



**DECLARATION
FOR
WOODED ACRES CONDOMINIUMS**

Amended Exhibit 3

TABLE OF UNIT AREAS

<u>Unit Number</u>	<u>Street Address</u>	<u>Unit Areas</u>
1	5853 Wooded Acres Drive	3275.98 sq. ft.
2	5851 Wooded Acres Drive	3963.87 sq. ft.
3	1632 Woodroe Lane	2443.57 sq. ft.
4	1634 Woodroe Lane	2540.92 sq. ft.
5	1640 Woodroe Lane	2729.72 sq. ft.
6	1642 Woodroe Lane	4503.76 sq. ft.
7	1648 Woodroe Lane	3643.51 sq. ft.
8	1650 Woodroe Lane	2425.05 sq. ft.
9	1656 Woodroe Lane	2245.50 sq. ft.
10	1658 Woodroe Lane	2254.75 sq. ft.
11	1662 Woodroe Lane	2278.88 sq. ft.
12	1664 Woodroe Lane	2303.00 sq. ft.
13	1672 Woodroe Lane	2327.13 sq. ft.
14	1674 Woodroe Lane	2351.24 sq. ft.
15	1680 Woodroe Lane	2375.37 sq. ft.
16	1682 Woodroe Lane	2313.71 sq. ft.
63	1600 Woodroe Lane	2529.45 sq. ft.
64	1602 Woodroe Lane	2529.45 sq. ft.
65	1608 Woodroe Lane	2529.45 sq. ft.
66	1610 Woodroe Lane	2529.45 sq. ft.
67	1620 Woodroe Lane	2529.45 sq. ft.
68	1622 Woodroe Lane	2417.05 sq. ft.
69	1625 Woodroe Lane	1855.50 sq. ft.
70	1627 Woodroe Lane	2016.16 sq. ft.
71	1633 Woodroe Lane	2016.14 sq. ft.
72	1635 Woodroe Lane	1880.26 sq. ft.
73	1638 Woodcutter Court	2015.87 sq. ft.



74	1636 Woodcutter Court	2015.85 sq. ft.
75	1628 Woodcutter Court	2015.87 sq. ft.
76	1626 Woodcutter Court	1930.04 sq. ft.
115	5865 Wooded Acres Drive	3276.00 sq. ft.
116	5867 Wooded Acres Drive	3276.00 sq. ft.





2004-053483-0

Recording Dist: 301 - Anchorage
7/20/2004 9:29 AM Pages: 1 of 11

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**DECLARATION
FOR
WOODED ACRES CONDOMINIUMS**

cc

Phase 5 Amendment

HALLMARK INVESTMENTS, LLC, the Declarant of the Declaration for Wooded Acres Condominiums, on September 23, 2003, recorded the Declaration under Document No. 2003-098622-0. The Declaration applies to property described as:

Lots 1 and 2, Block 3, FYFE SUBDIVISION, according to Plat No. 72-57, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Along with the Declaration, Declarant filed a unit survey and development plan, under Plat No. 2003-131, that illustrated the Phase 1 units and common elements, as well as the future phase units and common elements for which Development Rights were reserved, pursuant to Article VIII of the Declaration. The units created in Phase 1 were Units 1-6, 115 and 116.

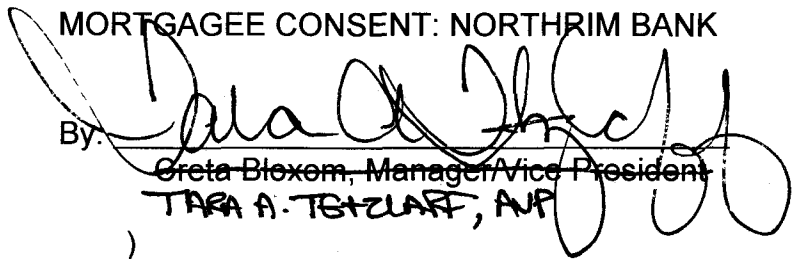
A Phase 2 amendment, recorded on October 22, 2003, under Document No. 2003-1111645-0, created 10 additional units, Units 7-16, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. The Phase 3 amendment, recorded February 10, 2004, under Document No. 2004-008767-0, created 8 additional units, Units 69-76, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. The Phase 4 amendment, recorded May 27, 2004, under Document No. 2004-038423-0, created 6 additional units, Units 63-68, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152.

The purpose of the present amendment, pursuant to Declarant's reserved rights under Article VIII of the Declaration is to create 8 additional units and an addition to the common elements and to submit them to the jurisdiction of the Wooded Acres

MORTGAGEE CONSENT: NORTHRIM BANK

By: _____

~~Creta Bloxom, Manager/Vice President~~
~~TARA A. TETZLART, AJP~~



STATE OF ALASKA)

)ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ___ day of _____, 2004, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared CRETA BLOXOM, known to me and to me known to be a Manager/Vice President of NORTHRIM BANK, and known to me to be the individual named in and who executed the foregoing document, and she acknowledged to me that she was authorized to execute the foregoing document on behalf of NORTHRIM BANK for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first hereinabove written.

Notary Public in and for Alaska

My Commission Expires: _____

AFTER RECORDING RETURN TO:

Sandra J. Wicks, Esq.
3237 W. 31st Avenue
Anchorage, Alaska 99517



DECLARATION
FOR
WOODED ACRES CONDOMINIUMS
Amended Exhibit 1

TABLE OF ALLOCATED INTERESTS

<u>Unit Number</u>	<u>Street Address</u>	<u>%Liability for Common Expenses*</u>	<u>Votes</u>
1	5853 Wooded Acres Drive	2.5	1
2	5851 Wooded Acres Drive	2.5	1
3	1632 Woodroe Lane	2.5	1
4	1634 Woodroe Lane	2.5	1
5	1640 Woodroe Lane	2.5	1
6	1642 Woodroe Lane	2.5	1
7	1648 Woodroe Lane	2.5	1
8	1650 Woodroe Lane	2.5	1
9	1656 Woodroe Lane	2.5	1
10	1658 Woodroe Lane	2.5	1
11	1662 Woodroe Lane	2.5	1
12	1664 Woodroe Lane	2.5	1
13	1672 Woodroe Lane	2.5	1
14	1674 Woodroe Lane	2.5	1
15	1680 Woodroe Lane	2.5	1
16	1682 Woodroe Lane	2.5	1
55	1604 Woodcutter Court	2.5	1
56	1606 Woodcutter Court	2.5	1
57	1612 Woodcutter Court	2.5	1
58	1614 Woodcutter Court	2.5	1
59	1611 Woodroe Lane	2.5	1
60	1609 Woodroe Lane	2.5	1
61	1603 Woodroe Lane	2.5	1
62	1601 Woodroe Lane	2.5	1
63	1600 Woodroe Lane	2.5	1



64	1602 Woodroe Lane	2.5	1
65	1608 Woodroe Lane	2.5	1
66	1610 Woodroe Lane	2.5	1
67	1620 Woodroe Lane	2.5	1
68	1622 Woodroe Lane	2.5	1
69	1625 Woodroe Lane	2.5	1
70	1627 Woodroe Lane	2.5	1
71	1633 Woodroe Lane	2.5	1
72	1635 Woodroe Lane	2.5	1
73	1638 Woodcutter Court	2.5	1
74	1636 Woodcutter Court	2.5	1
75	1628 Woodcutter Court	2.5	1
76	1626 Woodcutter Court	2.5	1
115	5865 Wooded Acres Drive	2.5	1
116	5867 Wooded Acres Drive	<u>2.5</u>	<u>1</u>
TOTAL		100%	40

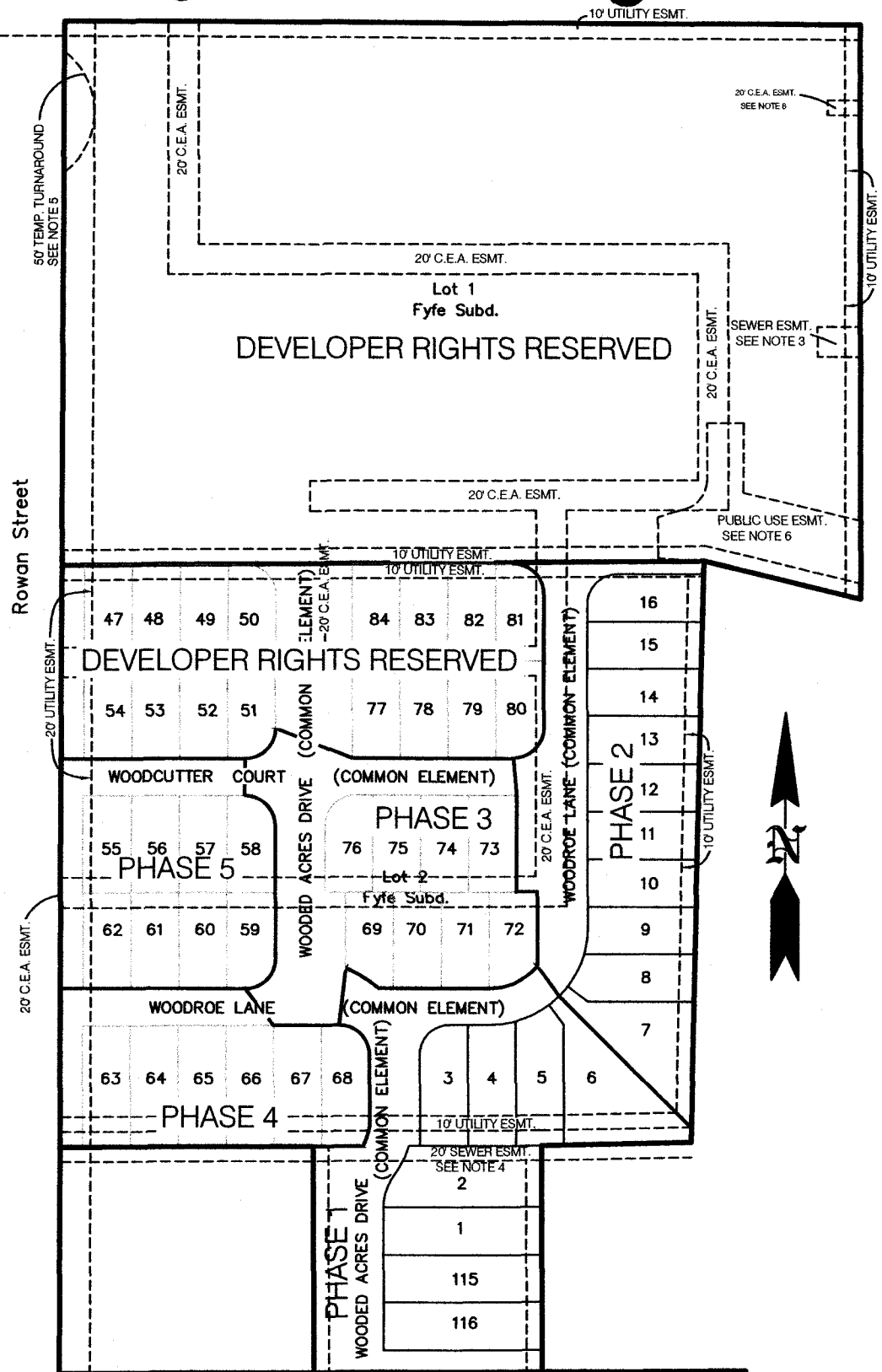
*If all of the proposed 116 Units are developed and added to the Association, the percentage undivided interest per Unit will be .8520%, rounded to .85% for convenience.



DECLARATION
FOR
WOODED ACRES CONDOMINIUMS
Amended Exhibit 2
DEVELOPMENT PLAN



6 of 11
2004-053483-0

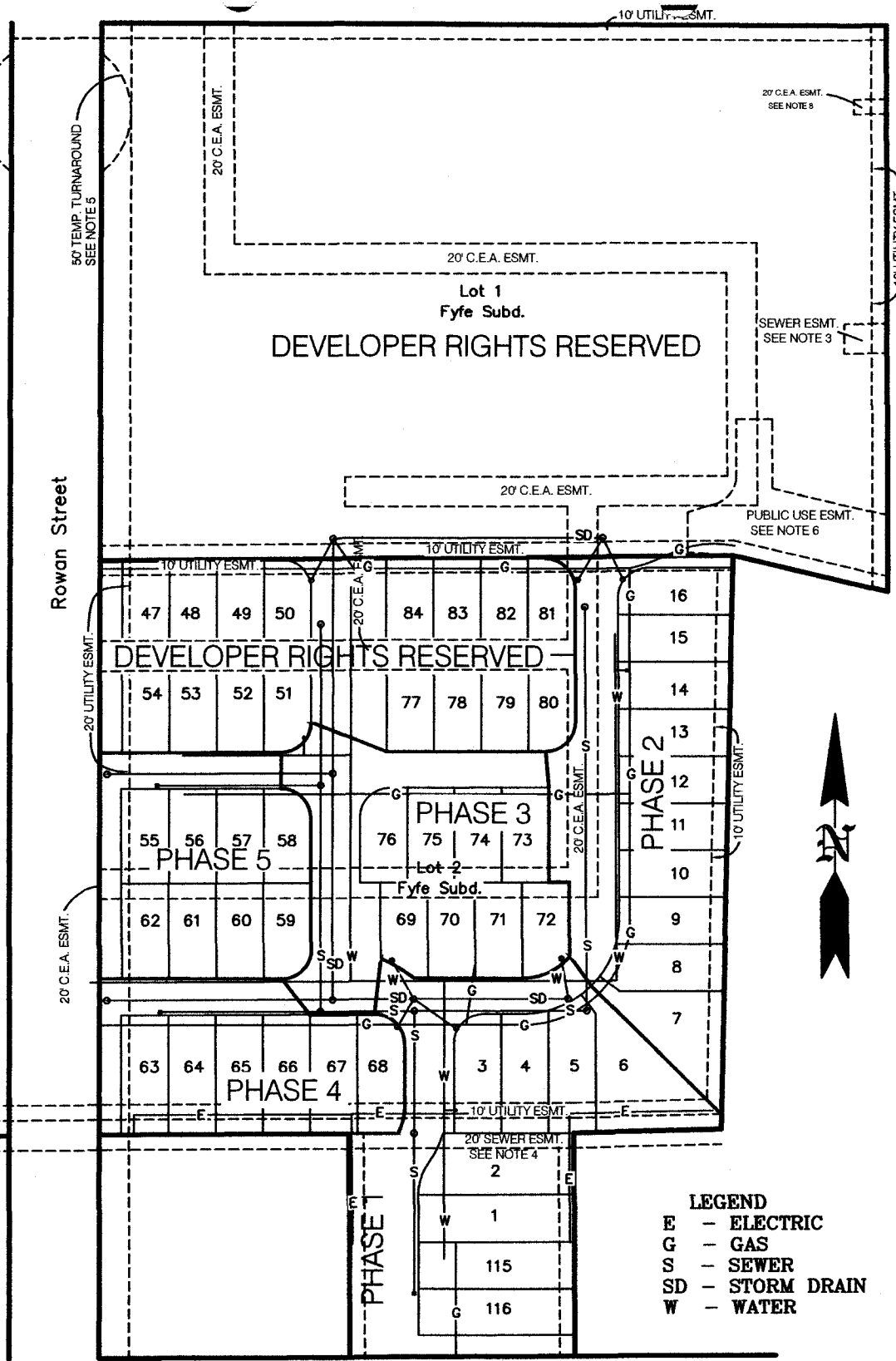


E. 59th Ave.

DEVELOPMENT PLAN FOR PHASE 5 *LITTLE BEAR SERVICES*
 WOODED ACRES CONDOMINIUMS
 N.T.S.

525 WEST 54th AVENUE
 Anchorage, Alaska 99518
 Phone (907) 677-1040
 Fax (907) 677-1165





Rowan Street

E. 59th Ave.

UTILITY PLAN FOR WOODED
ACRES CONDOMINIUMS LOT 2
N.T.S.

- LEGEND**
- E - ELECTRIC
 - G - GAS
 - S - SEWER
 - SD - STORM DRAIN
 - W - WATER

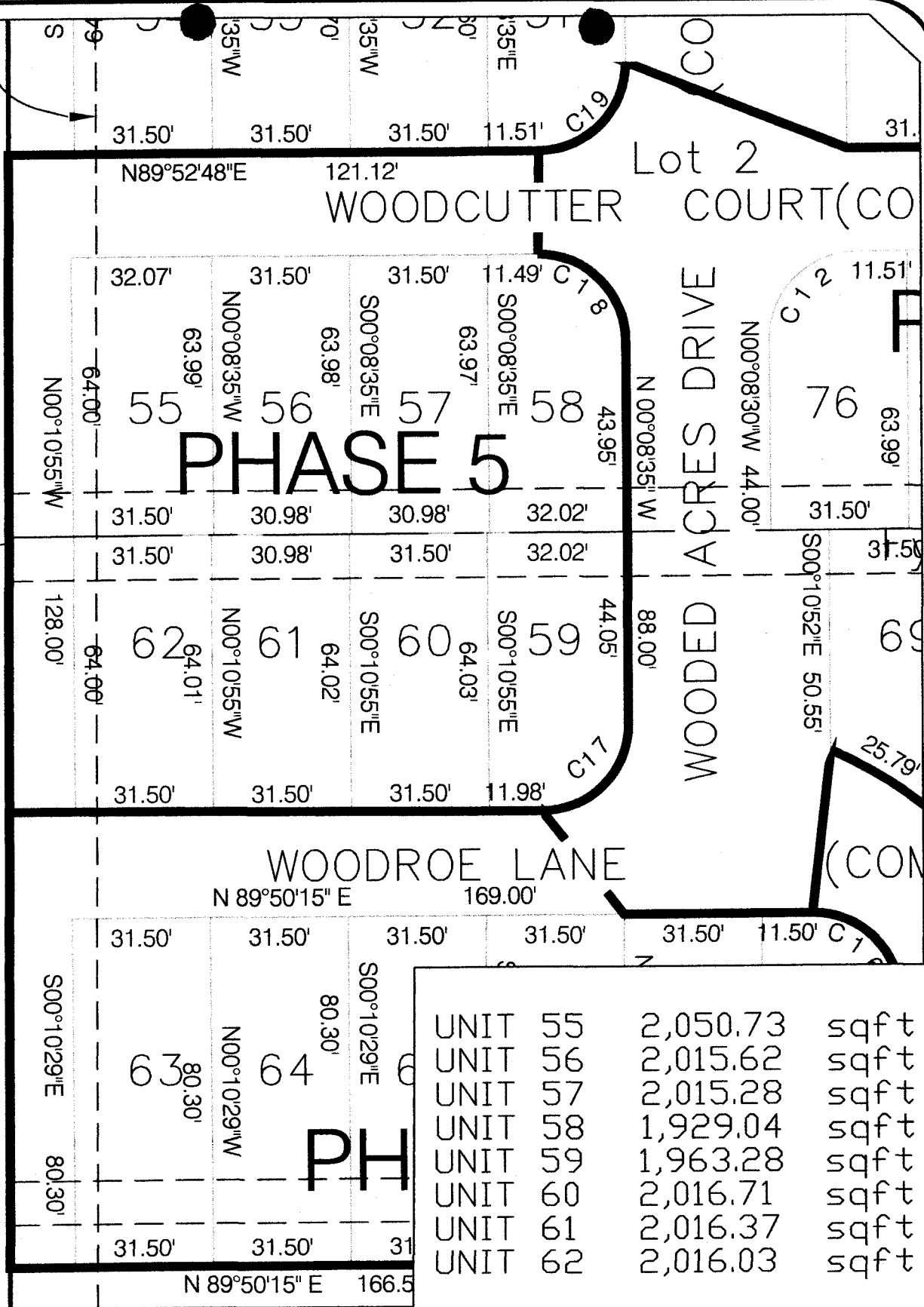
LITTLE BEAR SERVICES

525 WEST 54th AVENUE
Anchorage, Alaska 99518
Phone (907) 677-1040
Fax (907) 677-1165



N 00°10'37" E
N 00°10'37" E

20' C.E.A. ESMT.
SEE NOTE 8



UNIT 55	2,050.73	sqft
UNIT 56	2,015.62	sqft
UNIT 57	2,015.28	sqft
UNIT 58	1,929.04	sqft
UNIT 59	1,963.28	sqft
UNIT 60	2,016.71	sqft
UNIT 61	2,016.37	sqft
UNIT 62	2,016.03	sqft

DEVELOPMENT PLAN FOR PHASE 5 *LITTLE BEAR SERVICES*
 WOODED ACRES CONDOMINIUMS

525 WEST 54th AVENUE
 Anchorage, Alaska 99518
 Phone (907) 677-1040
 Fax (907) 677-1165

N.T.S.



DECLARATION
FOR
WOODED ACRES CONDOMINIUMS

Amended Exhibit 3

TABLE OF UNIT AREAS

<u>Unit Number</u>	<u>Street Address</u>	<u>Unit Areas</u>
1	5853 Wooded Acres Drive	3275.98 sq. ft.
2	5851 Wooded Acres Drive	3963.87 sq. ft.
3	1632 Woodroe Lane	2443.57 sq. ft.
4	1634 Woodroe Lane	2540.92 sq. ft.
5	1640 Woodroe Lane	2729.72 sq. ft.
6	1642 Woodroe Lane	4503.76 sq. ft.
7	1648 Woodroe Lane	3643.51 sq. ft.
8	1650 Woodroe Lane	2425.05 sq. ft.
9	1656 Woodroe Lane	2245.50 sq. ft.
10	1658 Woodroe Lane	2254.75 sq. ft.
11	1662 Woodroe Lane	2278.88 sq. ft.
12	1664 Woodroe Lane	2303.00 sq. ft.
13	1672 Woodroe Lane	2327.13 sq. ft.
14	1674 Woodroe Lane	2351.24 sq. ft.
15	1680 Woodroe Lane	2375.37 sq. ft.
16	1682 Woodroe Lane	2313.71 sq. ft.
55	1604 Woodcutter Court	2050.73 sq. ft.
56	1606 Woodcutter Court	2015.62 sq. ft.
57	1612 Woodcutter Court	2015.28 sq. ft.
58	1614 Woodcutter Court	1929.04 sq. ft.
59	1611 Woodroe Lane	1963.28 sq. ft.
60	1609 Woodroe Lane	2016.71 sq. ft.
61	1603 Woodroe Lane	2016.37 sq. ft.
62	1601 Woodroe Lane	2016.03 sq. ft.
63	1600 Woodroe Lane	2529.45 sq. ft.
64	1602 Woodroe Lane	2529.45 sq. ft.
65	1608 Woodroe Lane	2529.45 sq. ft.

Declaration for Wooded Acres Condominiums
Phase 5 Amendment - Exhibit 3



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2004-063483-0

66	1610 Woodroe Lane	2529.45 sq. ft.
67	1620 Woodroe Lane	2529.45 sq. ft.
68	1622 Woodroe Lane	2417.05 sq. ft.
69	1625 Woodroe Lane	1855.50 sq. ft.
70	1627 Woodroe Lane	2016.16 sq. ft.
71	1633 Woodroe Lane	2016.14 sq. ft.
72	1635 Woodroe Lane	1880.26 sq. ft.
73	1638 Woodcutter Court	2015.87 sq. ft.
74	1636 Woodcutter Court	2015.85 sq. ft.
75	1628 Woodcutter Court	2015.87 sq. ft.
76	1626 Woodcutter Court	1930.04 sq. ft.
115	5865 Wooded Acres Drive	3276.00 sq. ft.
116	5867 Wooded Acres Drive	3276.00 sq. ft.



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2004-053483-0



2004-055147-0

Recording Dist: 301 - Anchorage
7/27/2004 11:57 AM Pages: 1 of 3

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cc

DECLARATION

FOR

WOODED ACRES CONDOMINIUMS

Mortgagee Consent to Phase 5 Amendment

HALLMARK INVESTMENTS, LLC, the Declarant of the Declaration for Wooded Acres Condominiums, on September 23, 2003, recorded the Declaration under Document No. 2003-098622-0. The Declaration applies to property described as:

Lots 1 and 2, Block 3, FYFE SUBDIVISION, according to Plat No. 72-57, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

On July 20, 2004, under Document No. 2004-0553483-0, the Phase 5 amendment to the Declaration, creating Units 55-62, was recorded in the Anchorage Recording District. After the document was recorded, it was discovered that, although the mortgagee, Northrim Bank, had signed the mortgagee consent form attached to the amendment, the bank officer's signature was not notarized. The purpose of this document is to record the notarized consent of Northrim Bank to the Phase 5 Amendment to the Declaration for Wooded Acres Condominiums.

No other part of the Phase 5 amendment is amended hereby.

IN WITNESS WHEREOF, Declarant has caused this Mortgagee Consent to Phase 5 Amendment to be executed this 21st day of July, 2004.

DECLARANT: HALLMARK INVESTMENTS, LLC

John DePorter
John DePorter, Managing Member

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 21st day of July, 2004, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared JOHN DePORTER, known to me and to me known to be the Managing Member of HALLMARK INVESTMENTS, LLC, and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of HALLMARK INVESTMENTS, LLC, for the uses and purposes therein set forth pursuant to the operating agreement or a resolution of the membership.

WITNESS my hand and notarial seal the day and year first hereinabove written.



Jessica Watkins
Notary Public in and for Alaska
My Commission Expires: 7/23/07



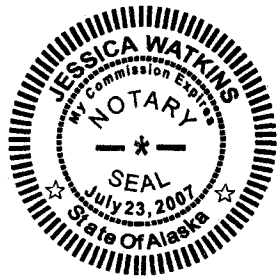
MORTGAGEE CONSENT: NORTHRIM BANK

By: [Signature]
Greta Bloxom, Manager/Vice President
~~TARA TETZLAFF, ASSISTANT VICE PRESIDENT~~

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 21th day of July, 2004, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared ~~CRETA TAPA TETZLAFF~~ BLOXOM, known to me and to me known to be a Manager/Vice President of NORTHRIM BANK, and known to me to be the individual named in and who executed the foregoing document, and she acknowledged to me that she was authorized to execute the foregoing document on behalf of NORTHRIM BANK for the uses and purposes therein set forth.

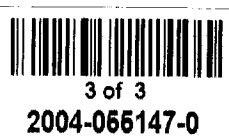
WITNESS my hand and notarial seal the day and year first hereinabove written.



Jessica Watkins
Notary Public in and for Alaska
My Commission Expires: 7/23/07

AFTER RECORDING RETURN TO:

Sandra J. Wicks, Esq.
3237 W. 31st Avenue
Anchorage, Alaska 99517





950.2.1

CC

**DECLARATION
FOR
WOODED ACRES CONDOMINIUMS**

Phase 6 Amendment

HALLMARK INVESTMENTS, LLC, the Declarant of the Declaration for Wooded Acres Condominiums, on September 23, 2003, recorded the Declaration under Document No. 2003-098622-0. The Declaration applies to property described as:

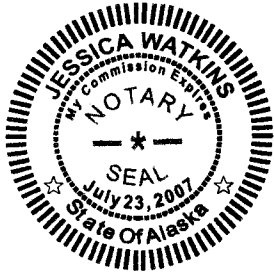
Lots 1 and 2, Block 3, FYFE SUBDIVISION, according to Plat No. 72-57, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Along with the Declaration, Declarant filed a unit survey and development plan, under Plat No. 2003-131, that illustrated the Phase 1 units and common elements, as well as the future phase units and common elements for which Development Rights were reserved, pursuant to Article VIII of the Declaration. The units created in Phase 1 were Units 1-6, 115 and 116.

A Phase 2 amendment, recorded on October 22, 2003, under Document No. 2003-111645-0, created 10 additional units, Units 7-16, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. The Phase 3 amendment, recorded February 10, 2004, under Document No. 2004-008767-0, created 8 additional units, Units 69-76, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. The Phase 4 amendment, recorded May 27, 2004, under Document No. 2004-038423-0, created 6 additional units, Units 63-68, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. The Phase 5 amendment, recorded July 20, 2004, under Document No. 2004-0553483-0, created 8 additional units, Units 55-62, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. Because the Phase 5 amendment was inadvertently recorded with the signature of the

the foregoing document on behalf of HALLMARK INVESTMENTS, LLC, for the uses and purposes therein set forth pursuant to the operating agreement or a resolution of the membership.

WITNESS my hand and notarial seal the day and year first hereinabove written.



Jessica Watkins
Notary Public in and for Alaska
My Commission Expires: 7/23/07

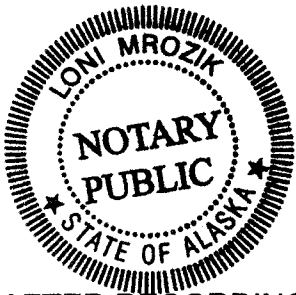
MORTGAGEE CONSENT: NORTHRIM BANK

By: [Signature]
~~Creta Bloxom, Manager/Vice President~~
Jean A. Graham, Loan Officer

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 27 day of August, 2004, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared CRETA BLOXOM, known to me and to me known to be a Manager/Vice President of NORTHRIM BANK, and known to me to be the individual named in and who executed the foregoing document, and she acknowledged to me that she was authorized to execute the foregoing document on behalf of NORTHRIM BANK for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first hereinabove written.



Loni Mrozik
Notary Public in and for Alaska
My Commission Expires: 2/10/07

AFTER RECORDING RETURN TO:

Sandra J. Wicks, Esq.
3237 W. 31st Avenue
Anchorage, Alaska 99517

Declaration for Wooded Acres Condominiums
Phase 6 Amendment



3 of 13
2004-070230-0

DECLARATION
FOR
WOODED ACRES CONDOMINIUMS
Amended Exhibit 1

TABLE OF ALLOCATED INTERESTS

<u>Unit Number</u>	<u>Street Address</u>	<u>%Liability for Common Expenses*</u>	<u>Votes</u>
1	5853 Wooded Acres Drive	2.1	1
2	5851 Wooded Acres Drive	2.1	1
3	1632 Woodroe Lane	2.1	1
4	1634 Woodroe Lane	2.1	1
5	1640 Woodroe Lane	2.1	1
6	1642 Woodroe Lane	2.1	1
7	1648 Woodroe Lane	2.1	1
8	1650 Woodroe Lane	2.1	1
9	1656 Woodroe Lane	2.1	1
10	1658 Woodroe Lane	2.1	1
11	1662 Woodroe Lane	2.1	1
12	1664 Woodroe Lane	2.1	1
13	1672 Woodroe Lane	2.1	1
14	1674 Woodroe Lane	2.1	1
15	1680 Woodroe Lane	2.1	1
16	1682 Woodroe Lane	2.1	1
55	1604 Woodcutter Court	2.1	1
56	1606 Woodcutter Court	2.1	1
57	1612 Woodcutter Court	2.1	1
58	1614 Woodcutter Court	2.1	1
59	1611 Woodroe Lane	2.1	1
60	1609 Woodroe Lane	2.1	1
61	1603 Woodroe Lane	2.1	1
62	1601 Woodroe Lane	2.1	1
63	1600 Woodroe Lane	2.1	1



64	1602 Woodroe Lane	2.1	1
65	1608 Woodroe Lane	2.1	1
66	1610 Woodroe Lane	2.1	1
67	1620 Woodroe Lane	2.1	1
68	1622 Woodroe Lane	2.1	1
69	1625 Woodroe Lane	2.1	1
70	1627 Woodroe Lane	2.1	1
71	1633 Woodroe Lane	2.1	1
72	1635 Woodroe Lane	2.1	1
73	1638 Woodcutter Court	2.1	1
74	1636 Woodcutter Court	2.1	1
75	1628 Woodcutter Court	2.1	1
76	1626 Woodcutter Court	2.1	1
77	1627 Woodcutter Court	2.1	1
78	1629 Woodcutter Court	2.1	1
79	1637 Woodcutter Court	2.1	1
80	1639 Woodcutter Court	2.1	1
81	1636 Rie Rie Drive	2.1	1
82	1634 Rie Rie Drive	2.1	1
83	1626 Rie Rie Drive	2.1	1
84	1624 Rie Rie Drive	2.1	1
115	5865 Wooded Acres Drive	2.1	1
116	5867 Wooded Acres Drive	<u>2.1</u>	<u>1</u>
TOTAL		100%	48

*Actual percentage 2.0833, rounded to 2.1% for convenience. If all of the proposed 116 Units are developed and added to the Association, the percentage undivided interest per Unit will be .8520%, rounded to .85% for convenience.



DECLARATION
FOR
WOODED ACRES CONDOMINIUMS
Amended Exhibit 2

DEVELOPMENT PLAN



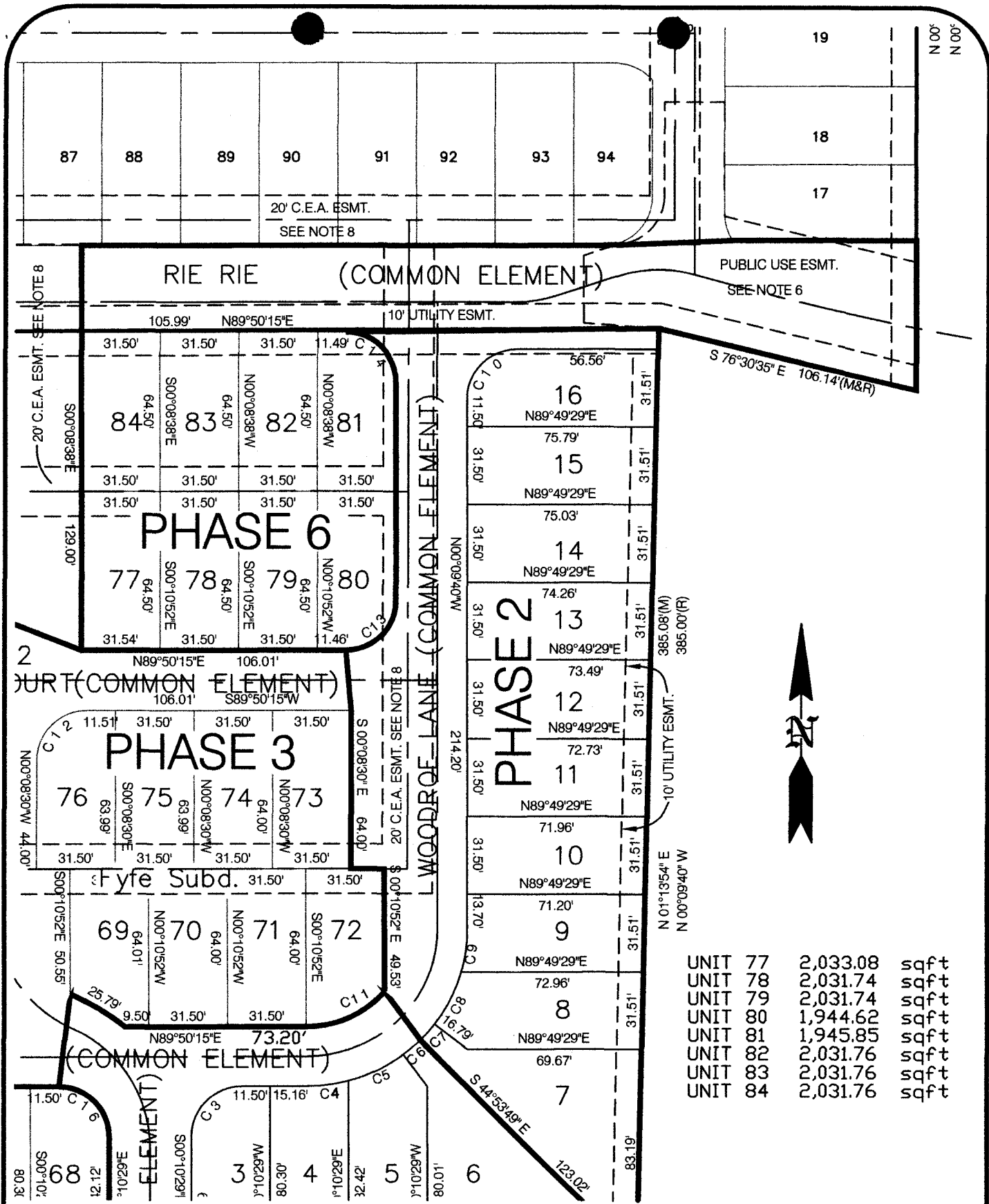


E. 59th Ave.

DEVELOPMENT PLAN FOR PHASE 6 *LITTLE BEAR SERVICES*
WOODED ACRES CONDOMINIUMS
 N.T.S.

525 WEST 54th AVENUE
 Anchorage, Alaska 99518
 Phone (907) 677-1040
 Fax (907) 677-1185



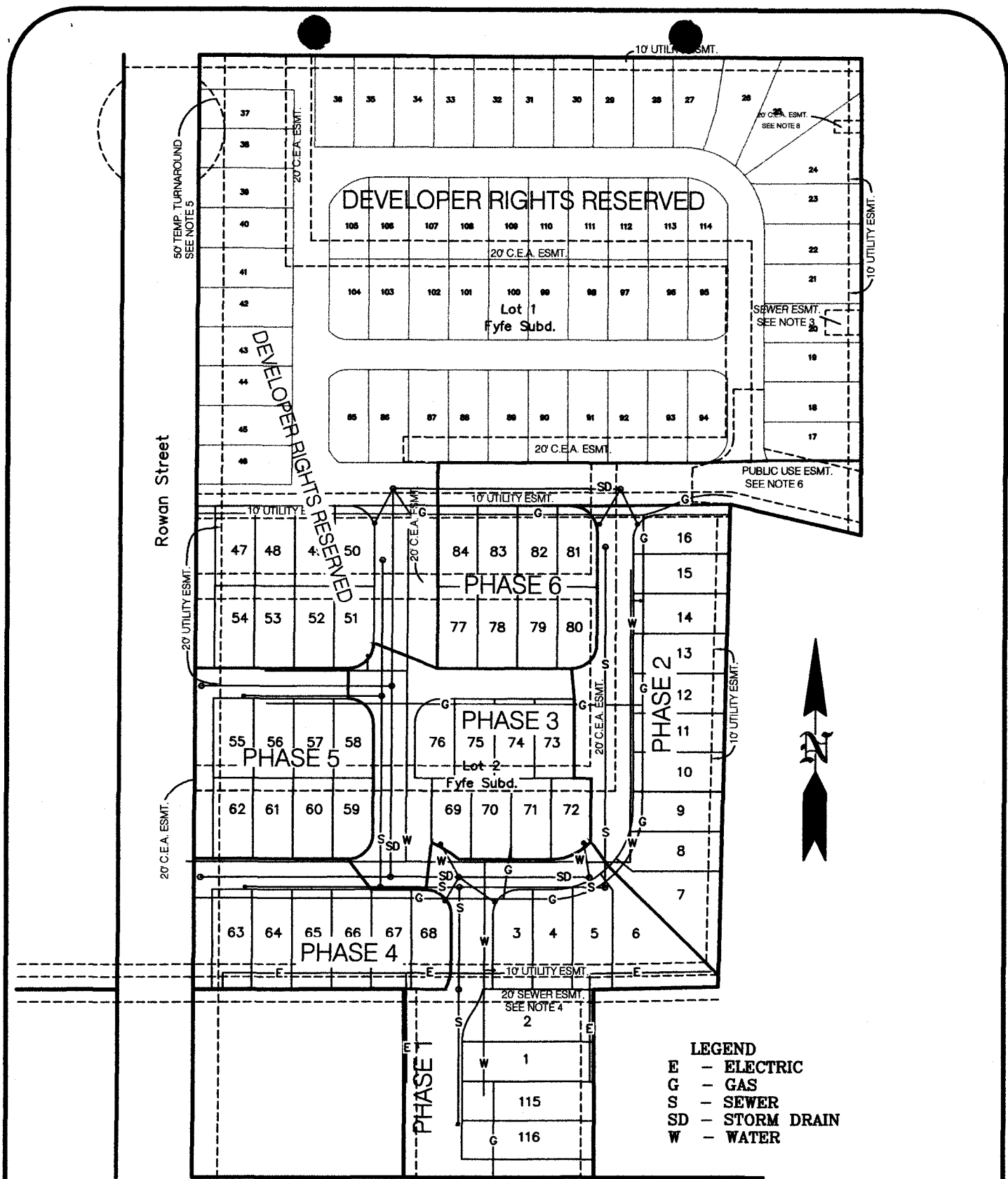


UNIT 77	2,033.08	sqft
UNIT 78	2,031.74	sqft
UNIT 79	2,031.74	sqft
UNIT 80	1,944.62	sqft
UNIT 81	1,945.85	sqft
UNIT 82	2,031.76	sqft
UNIT 83	2,031.76	sqft
UNIT 84	2,031.76	sqft

DEVELOPMENT PLAN FOR PHASE 6 *LITTLE BEAR SERVICES*
WOODED ACRES CONDOMINIUMS
 N.T.S.

525 WEST 54th AVENUE
 Anchorage, Alaska 99518
 Phone (907) 677-1040
 Fax (907) 677-1166





Rowan Street

E. 59th Ave.

UTILITY PLAN FOR WOODED
ACRES CONDOMINIUMS LOT 2
N.T.S.

LITTLE BEAR SERVICES

625 WEST 54th AVENUE
Anchorage, Alaska 99518
Phone (907) 677-1040
Fax (907) 677-1165



**DECLARATION
FOR
WOODED ACRES CONDOMINIUMS**

Amended Exhibit 3

TABLE OF UNIT AREAS

<u>Unit Number</u>	<u>Street Address</u>	<u>Unit Areas</u>
1	5853 Wooded Acres Drive	3275.98 sq. ft.
2	5851 Wooded Acres Drive	3963.87 sq. ft.
3	1632 Woodroe Lane	2443.57 sq. ft.
4	1634 Woodroe Lane	2540.92 sq. ft.
5	1640 Woodroe Lane	2729.72 sq. ft.
6	1642 Woodroe Lane	4503.76 sq. ft.
7	1648 Woodroe Lane	3643.51 sq. ft.
8	1650 Woodroe Lane	2425.05 sq. ft.
9	1656 Woodroe Lane	2245.50 sq. ft.
10	1658 Woodroe Lane	2254.75 sq. ft.
11	1662 Woodroe Lane	2278.88 sq. ft.
12	1664 Woodroe Lane	2303.00 sq. ft.
13	1672 Woodroe Lane	2327.13 sq. ft.
14	1674 Woodroe Lane	2351.24 sq. ft.
15	1680 Woodroe Lane	2375.37 sq. ft.
16	1682 Woodroe Lane	2313.71 sq. ft.
55	1604 Woodcutter Court	2050.73 sq. ft.
56	1606 Woodcutter Court	2015.62 sq. ft.
57	1612 Woodcutter Court	2015.28 sq. ft.
58	1614 Woodcutter Court	1929.04 sq. ft.
59	1611 Woodroe Lane	1963.28 sq. ft.
60	1609 Woodroe Lane	2016.71 sq. ft.
61	1603 Woodroe Lane	2016.37 sq. ft.
62	1601 Woodroe Lane	2016.03 sq. ft.
63	1600 Woodroe Lane	2529.45 sq. ft.
64	1602 Woodroe Lane	2529.45 sq. ft.
65	1608 Woodroe Lane	2529.45 sq. ft.



66	1610 Woodroe Lane	2529.45 sq. ft.
67	1620 Woodroe Lane	2529.45 sq. ft.
68	1622 Woodroe Lane	2417.05 sq. ft.
69	1625 Woodroe Lane	1855.50 sq. ft.
70	1627 Woodroe Lane	2016.16 sq. ft.
71	1633 Woodroe Lane	2016.14 sq. ft.
72	1635 Woodroe Lane	1880.26 sq. ft.
73	1638 Woodcutter Court	2015.87 sq. ft.
74	1636 Woodcutter Court	2015.85 sq. ft.
75	1628 Woodcutter Court	2015.87 sq. ft.
76	1626 Woodcutter Court	1930.04 sq. ft.
77	1627 Woodcutter Court	2033.08 sq. ft.
78	1629 Woodcutter Court	2031.74 sq. ft.
79	1637 Woodcutter Court	2031.74 sq. ft.
80	1639 Woodcutter Court	1944.62 sq. ft.
81	1636 Rie Rie Drive	1945.85 sq. ft.
82	1634 Rie Rie Drive	2031.76 sq. ft.
83	1626 Rie Rie Drive	2031.76 sq. ft.
84	1624 Rie Rie Drive	2031.76 sq. ft.
115	5865 Wooded Acres Drive	3276.00 sq. ft.
116	5867 Wooded Acres Drive	3276.00 sq. ft.



DECLARATION
FOR
WOODED ACRES CONDOMINIUMS
Amended Exhibit 4
RECORDED EASEMENTS AND LICENSES

As of the date this amendment is recorded, the following are the easements and/or licenses of record to the best of Declarant's knowledge:

1. Easements as shown on the plat of Fyfe Subdivision, Plat No. 72-57.
2. Blanket easement granted to Chugach Electric Association, Inc., recorded on April 9, 1952, in Book 70, Page 243.
3. A twenty-foot wide sewer easement across Lot 1, granted to the Greater Anchorage Area Borough, recorded April 4, 1972, in Misc. Book 207, Page 827. (See Exhibit 2.)
4. A twenty-foot wide sewer easement across Lot 2, granted to the Greater Anchorage Area Borough, recorded April 4, 1972, in Misc. Book 207, Page 830. (See Exhibit 2.)
5. Easement for temporary turnaround granted to Anchorage, a municipal corporation, recorded May 19, 1982, Book 732, Page 447. (Affects a portion of the northwest corner of Lot 1. See Exhibit 2.)
6. A blanket easement granted to Enstar Natural Gas Company on Lots 1 and 2, recorded July 25, 2003, under Document No. 2003-07435-0, for construction of gas main lines. After construction, the gas main lines, the easement becomes a 10-foot wide easement centered on the lines. The approximate location of the main lines is shown on page 3 of the easement and on the utility plan that is part of the development plan attached to this Amendment as Exhibit 2.
7. An easement in favor of Chugach Electric Association, Inc., varying between 10 and 20-feet wide at various locations within Lots 1 and 2, recorded July 3, 2003, under Document No. 2003-066144-0. (See Exhibit 2.)



8. Corrected Public Use Easement granted to Anchorage, a municipal corporation, recorded September 16, 2004, under Document No. 2004-069872-0. (Affects a strip of land along the south and east boundaries of Lot 1. See *Exhibit 2 and Note 6 on the Development Plan and Unit Survey filed contemporaneously with this Amendment.*)

As future units and common elements are developed, if additional easements are granted, this Exhibit will be amended.



950.3



2004-075727-0

Recording Dist: 301 - Anchorage
10/7/2004 2:13 PM Pages: 1 of 12

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JAN 07 2005

DECLARATION

FOR

CC
+2

WOODED ACRES CONDOMINIUMS

Phase 7 Amendment

HALLMARK INVESTMENTS, LLC, the Declarant of the Declaration for Wooded Acres Condominiums, on September 23, 2003, recorded the Declaration under Document No. 2003-098622-0. The Declaration applies to property described as:

Lots 1 and 2, Block 3, FYFE SUBDIVISION, according to Plat No. 72-57, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Along with the Declaration, Declarant filed a unit survey and development plan, under Plat No. 2003-131, that illustrated the Phase 1 units and common elements, as well as the future phase units and common elements for which Development Rights were reserved, pursuant to Article VIII of the Declaration. The units created in Phase 1 were Units 1-6, 115 and 116.

A Phase 2 amendment, recorded on October 22, 2003, under Document No. 2003-1111645-0, created 10 additional units, Units 7-16, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. The Phase 3 amendment, recorded February 10, 2004, under Document No. 2004-008767-0, created 8 additional units, Units 69-76, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152.

The Phase 4 amendment, recorded May 27, 2004, under Document No. 2004-038423-0, created 6 additional units, Units 63-68, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. The Phase 5 amendment, recorded July 20, 2004, under Document No. 2004-0553483-0, created 8 additional units, Units 55-62, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and

development plan filed as Plat No. 2003-152. Because the Phase 5 amendment was inadvertently recorded with the signature of the mortgagee, but without the notarization of the mortgagee's signature, a separate Mortgagee Consent to Phase 5 amendment was recorded on July 27, 2004, under Document No. 2004-055147-0.

The Phase 6 amendment, recorded September 17, 2004, under Document No. 2004-07023-0, created 8 additional units, Units 77-84, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. A portion of new common element located on Lot 1, Block 3, Fyfe Subdivision, is shown on the unit survey and development plan filed as Plat No. 2004-109.

The purpose of the present amendment, pursuant to Declarant's reserved rights under Article VIII of the Declaration is to create 8 additional units and an addition to the common elements and to submit them to the jurisdiction of the Wooded Acres Condominium Association. The Phase 7 units and part of the common elements are shown on the unit survey and development plan filed under Plat No. 2003-152. The parts of the Phase 7 common elements located on Lot 1, Fyfe Subdivision, are shown on the unit survey and development plan for that lot filed under Plat No. 2004-~~114~~. The Units and Common Elements are also shown on the Phase 7 development plan attached as Exhibit 2 to this amendment. The Phase 7 units are Units 47-54.

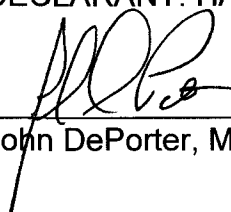
Hallmark Investments, LLC, declares that the units and common elements created by this Phase 7 amendment shall be held and conveyed subject to the terms, covenants, restrictions and conditions of the Declaration.

Attached to this Amendment are the revised Exhibit 1, the Table of Allocated Interests, revised Exhibit 2, the Development Plan, and the revised Exhibit 3, the Table of Unit Areas.

No other part or portion of the Declaration is amended hereby, except as may be necessarily implied to give full force and effect to this Amendment.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed this 7 day of Oct, 2004.

DECLARANT: HALLMARK INVESTMENTS, LLC



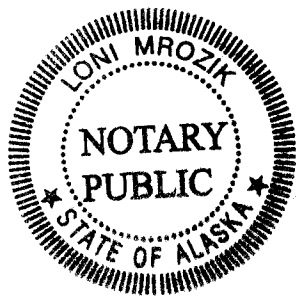
John DePorter, Managing Member



STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 7 day of October, 2004, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared JOHN DePORTER, known to me and to me known to be the Managing Member of HALLMARK INVESTMENTS, LLC, and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of HALLMARK INVESTMENTS, LLC, for the uses and purposes therein set forth pursuant to the operating agreement or a resolution of the membership.

WITNESS my hand and notarial seal the day and year first hereinabove written.



Loni Mrozik
Notary Public in and for Alaska
My Commission Expires: 2/10/07

MORTGAGEE CONSENT: NORTHRIM BANK

By: [Signature]
~~Greta Bloxom, Manager/Vice President~~
TARA A. TETZLAFF, Assist. Vice Pres

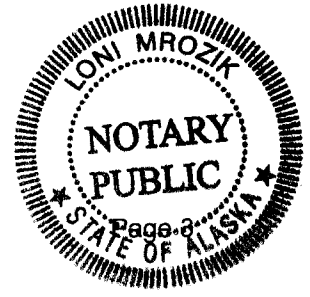
STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 7 day of October, 2004, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared ~~CRETA BLOXOM~~, known to me and to me known to be a Manager/Vice President of NORTHRIM BANK, and known to me to be the individual named in and who executed the foregoing document, and she acknowledged to me that she was authorized to execute the foregoing document on behalf of NORTHRIM BANK for the uses and purposes therein set forth.

* TARA TETZLAFF

WITNESS my hand and notarial seal the day and year first hereinabove written.

Loni Mrozik
Notary Public in and for Alaska
My Commission Expires: 2/10/07



AFTER RECORDING RETURN TO:

Sandra J. Wicks, Esq.
3237 W. 31st Avenue
Anchorage, Alaska 99517



DECLARATION
FOR
WOODED ACRES CONDOMINIUMS
Amended Exhibit 1

TABLE OF ALLOCATED INTERESTS

<u>Unit Number</u>	<u>Street Address</u>	<u>%Liability for Common Expenses*</u>	<u>Votes</u>
1	5853 Wooded Acres Drive	1.8	1
2	5851 Wooded Acres Drive	1.8	1
3	1632 Woodroe Lane	1.8	1
4	1634 Woodroe Lane	1.8	1
5	1640 Woodroe Lane	1.8	1
6	1642 Woodroe Lane	1.8	1
7	1648 Woodroe Lane	1.8	1
8	1650 Woodroe Lane	1.8	1
9	1656 Woodroe Lane	1.8	1
10	1658 Woodroe Lane	1.8	1
11	1662 Woodroe Lane	1.8	1
12	1664 Woodroe Lane	1.8	1
13	1672 Woodroe Lane	1.8	1
14	1674 Woodroe Lane	1.8	1
15	1680 Woodroe Lane	1.8	1
16	1682 Woodroe Lane	1.8	1
47	1602 Rie Rie Drive	1.8	1
48	1604 Rie Rie Drive	1.8	1
49	1614 Rie Rie Drive	1.8	1
50	1616 Rie Rie Drive	1.8	1
51	1615 Woodcutter Court	1.8	1
52	1613 Woodcutter Court	1.8	1
53	1607 Woodcutter Court	1.8	1
54	1605 Woodcutter Court	1.8	1
55	1604 Woodcutter Court	1.8	1



56	1606 Woodcutter Court	1.8	1
57	1612 Woodcutter Court	1.8	1
58	1614 Woodcutter Court	1.8	1
59	1611 Woodroe Lane	1.8	1
60	1609 Woodroe Lane	1.8	1
61	1603 Woodroe Lane	1.8	1
62	1601 Woodroe Lane	1.8	1
63	1600 Woodroe Lane	1.8	1
64	1602 Woodroe Lane	1.8	1
65	1608 Woodroe Lane	1.8	1
66	1610 Woodroe Lane	1.8	1
67	1620 Woodroe Lane	1.8	1
68	1622 Woodroe Lane	1.8	1
69	1625 Woodroe Lane	1.8	1
70	1627 Woodroe Lane	1.8	1
71	1633 Woodroe Lane	1.8	1
72	1635 Woodroe Lane	1.8	1
73	1638 Woodcutter Court	1.8	1
74	1636 Woodcutter Court	1.8	1
75	1628 Woodcutter Court	1.8	1
76	1626 Woodcutter Court	1.8	1
77	1627 Woodcutter Court	1.8	1
78	1629 Woodcutter Court	1.8	1
79	1637 Woodcutter Court	1.8	1
80	1639 Woodcutter Court	1.8	1
81	1636 Rie Rie Drive	1.8	1
82	1634 Rie Rie Drive	1.8	1
83	1626 Rie Rie Drive	1.8	1
84	1624 Rie Rie Drive	1.8	1
115	5865 Wooded Acres Drive	1.8	1
116	5867 Wooded Acres Drive	<u>1.8</u>	<u>1</u>
TOTAL		100%	56

*Actual percentage 1.7857, rounded to 1.8% for convenience. If all of the proposed 116 Units are developed and added to the Association, the percentage undivided interest per Unit will be .8520%, rounded to .85% for convenience.

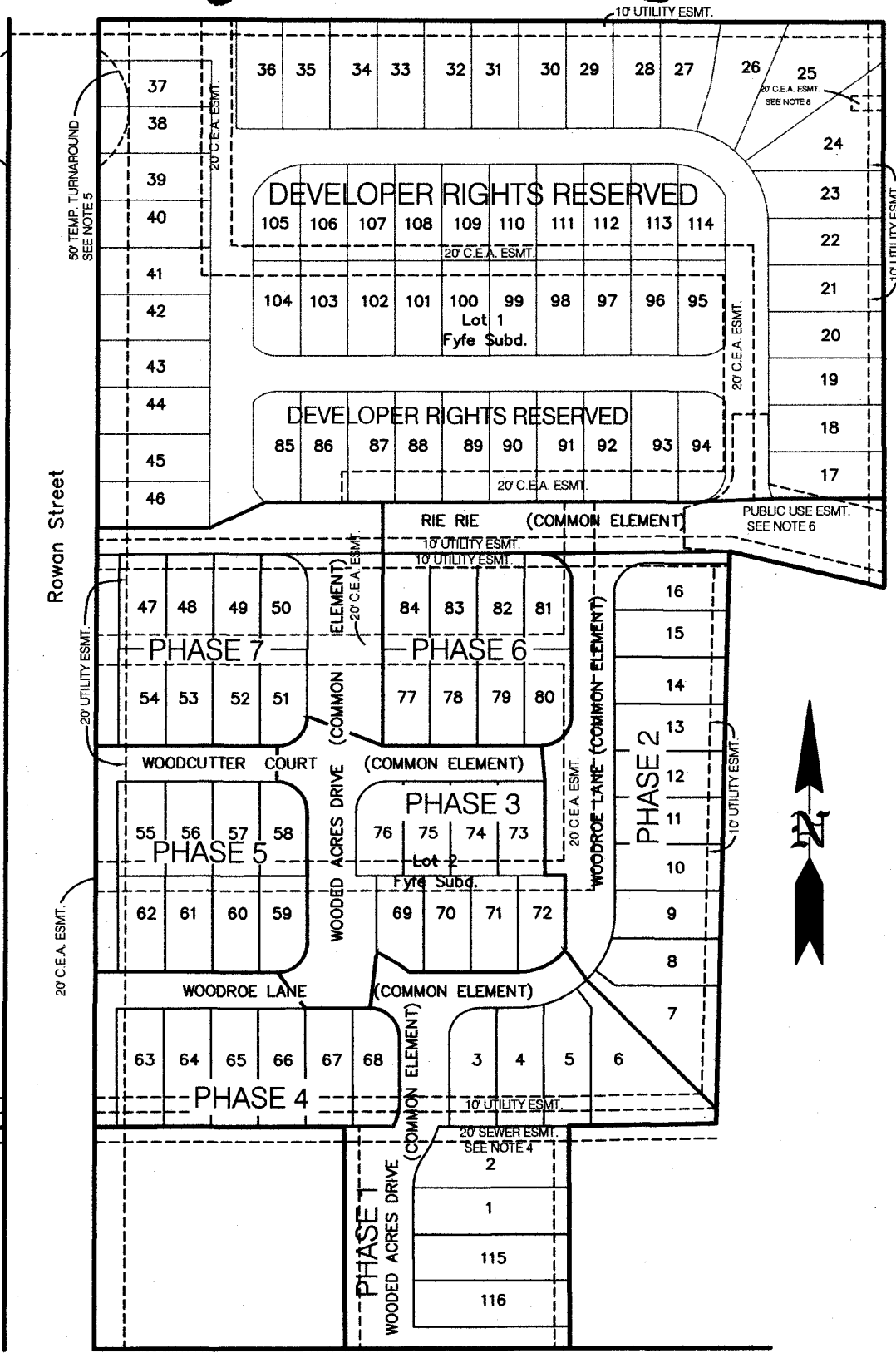


DECLARATION
FOR
WOODED ACRES CONDOMINIUMS
Amended Exhibit 2
DEVELOPMENT PLAN



7 of 12

2004-076727-0

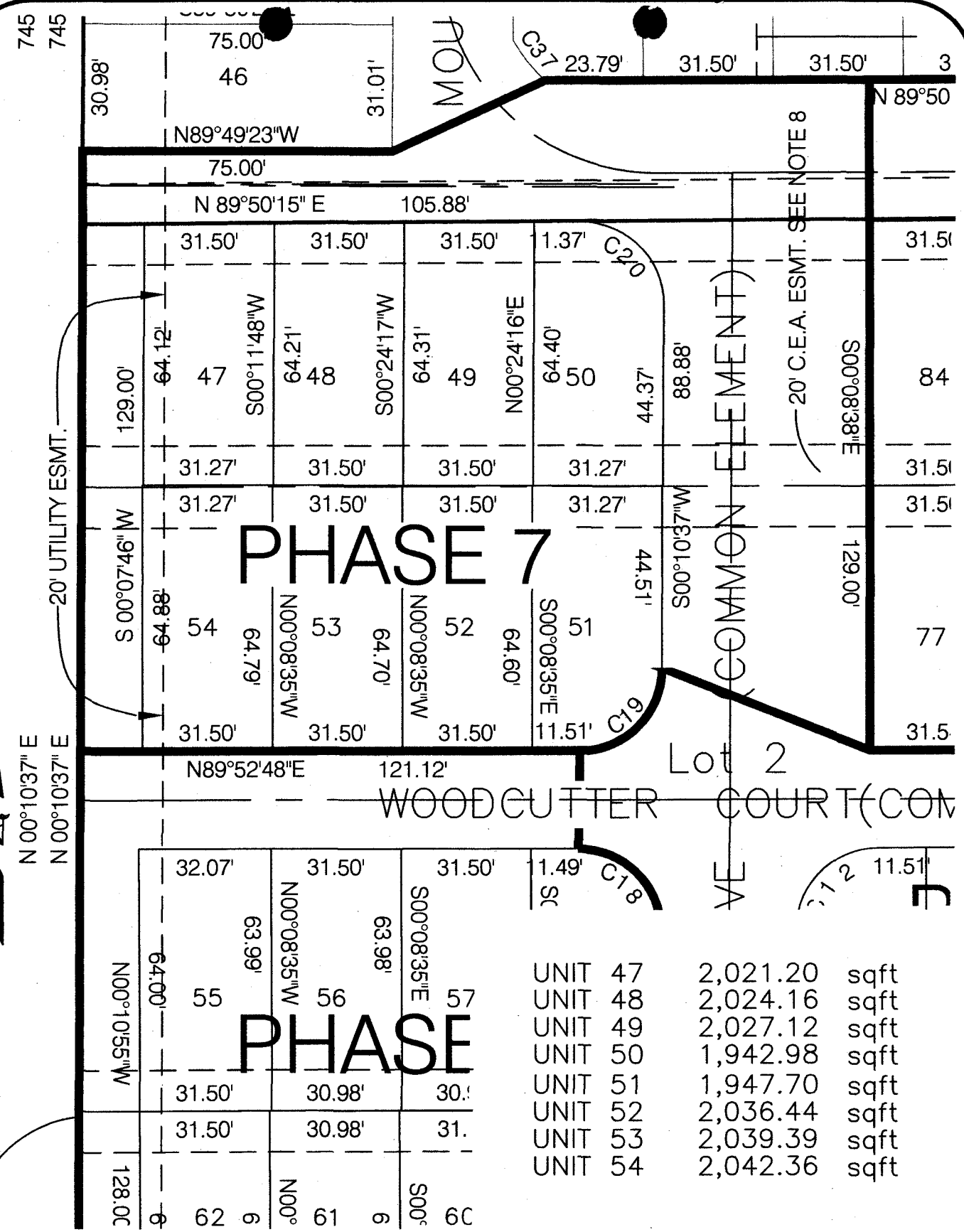


E. 59th Ave.

DEVELOPMENT PLAN FOR PHASE 7 *LITTLE BEAR SERVICES*
 WOODED ACRES CONDOMINIUMS
 N.T.S.

525 WEST 54th AVENUE
 Anchorage, Alaska 99518
 Phone (907) 677-1040
 Fax (907) 677-1165





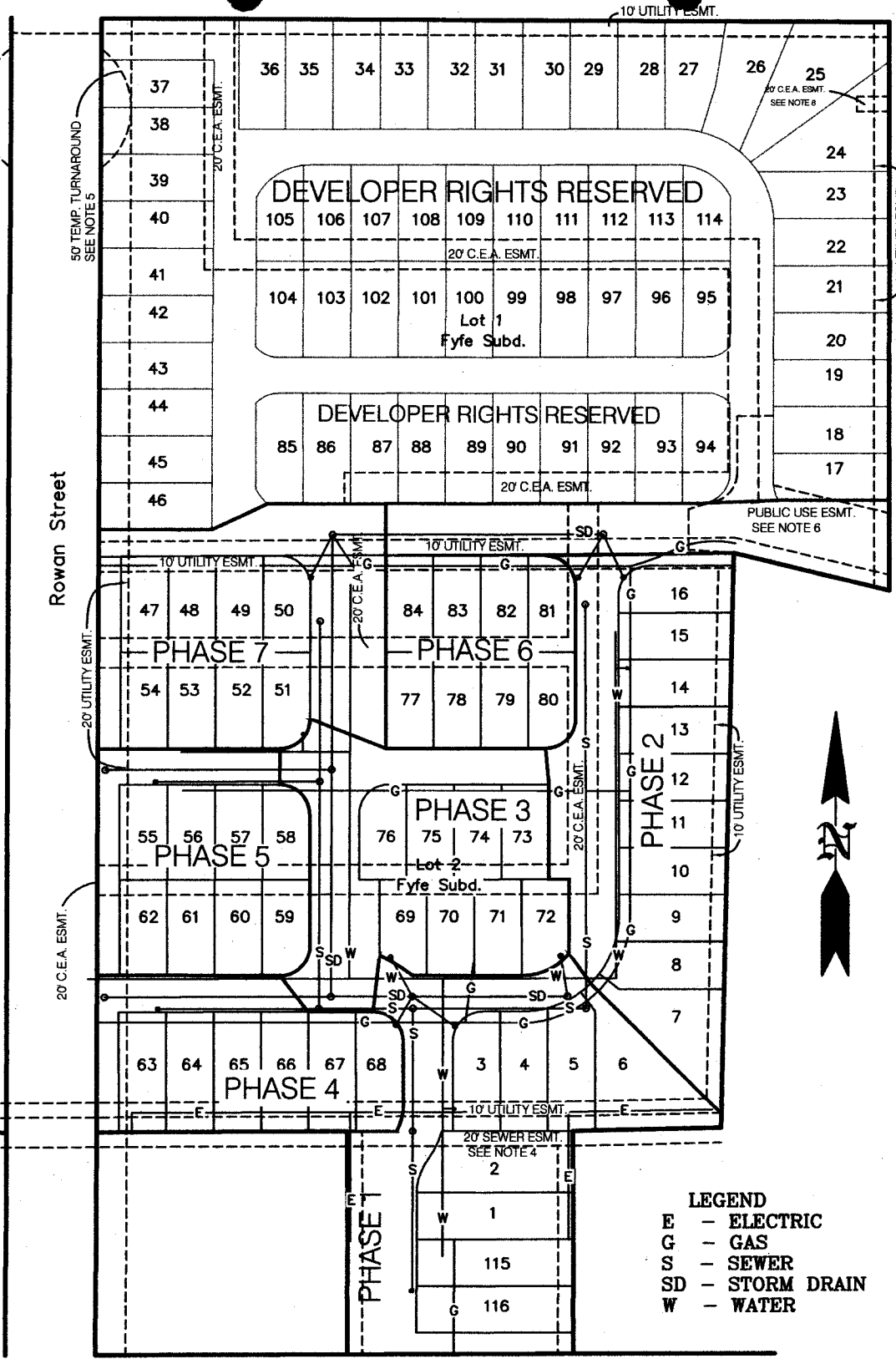
PHASE 7

PHASE

UNIT 47	2,021.20	sqft
UNIT 48	2,024.16	sqft
UNIT 49	2,027.12	sqft
UNIT 50	1,942.98	sqft
UNIT 51	1,947.70	sqft
UNIT 52	2,036.44	sqft
UNIT 53	2,039.39	sqft
UNIT 54	2,042.36	sqft

DEVELOPMENT PLAN FOR PHASE 7 *LITTLE BEAR SERVICES*
 WOODED ACRES CONDOMINIUMS
 N.T.S.

525 WEST 54th AVENUE
 Anchorage, Alaska 99518
 Phone (907) 677-1040
 Fax (907) 677-1185



- LEGEND**
- E - ELECTRIC
 - G - GAS
 - S - SEWER
 - SD - STORM DRAIN
 - W - WATER

E. 59th Ave.

**UTILITY PLAN FOR WOODED
ACRES CONDOMINIUMS LOT 2**
N.T.S.

LITTLE BEAR SERVICES

525 WEST 54th AVENUE
Anchorage, Alaska 99518
Phone (907) 677-1040
Fax (907) 677-1165



DECLARATION
FOR
WOODED ACRES CONDOMINIUMS

Amended Exhibit 3

TABLE OF UNIT AREAS

<u>Unit Number</u>	<u>Street Address</u>	<u>Unit Areas</u>
1	5853 Wooded Acres Drive	3275.98 sq. ft.
2	5851 Wooded Acres Drive	3963.87 sq. ft.
3	1632 Woodroe Lane	2443.57 sq. ft.
4	1634 Woodroe Lane	2540.92 sq. ft.
5	1640 Woodroe Lane	2729.72 sq. ft.
6	1642 Woodroe Lane	4503.76 sq. ft.
7	1648 Woodroe Lane	3643.51 sq. ft.
8	1650 Woodroe Lane	2425.05 sq. ft.
9	1656 Woodroe Lane	2245.50 sq. ft.
10	1658 Woodroe Lane	2254.75 sq. ft.
11	1662 Woodroe Lane	2278.88 sq. ft.
12	1664 Woodroe Lane	2303.00 sq. ft.
13	1672 Woodroe Lane	2327.13 sq. ft.
14	1674 Woodroe Lane	2351.24 sq. ft.
15	1680 Woodroe Lane	2375.37 sq. ft.
16	1682 Woodroe Lane	2313.71 sq. ft.
47	1602 Rie Rie Drive	2021.20 sq. ft.
48	1604 Rie Rie Drive	2024.16 sq. ft.
49	1614 Rie Rie Drive	2027.12 sq. ft.
50	1616 Rie Rie Drive	1942.98 sq. ft.
51	1615 Woodcutter Court	1947.70 sq. ft.
52	1613 Woodcutter Court	2036.44 sq. ft.
53	1607 Woodcutter Court	2039.39 sq. ft.
54	1605 Woodcutter Court	2042.36 sq. ft.
55	1604 Woodcutter Court	2050.73 sq. ft.
56	1606 Woodcutter Court	2015.62 sq. ft.
57	1612 Woodcutter Court	2015.28 sq. ft.



58	1614 Woodcutter Court	1929.04 sq. ft.
59	1611 Woodroe Lane	1963.28 sq. ft.
60	1609 Woodroe Lane	2016.71 sq. ft.
61	1603 Woodroe Lane	2016.37 sq. ft.
62	1601 Woodroe Lane	2016.03 sq. ft.
63	1600 Woodroe Lane	2529.45 sq. ft.
64	1602 Woodroe Lane	2529.45 sq. ft.
65	1608 Woodroe Lane	2529.45 sq. ft.
66	1610 Woodroe Lane	2529.45 sq. ft.
67	1620 Woodroe Lane	2529.45 sq. ft.
68	1622 Woodroe Lane	2417.05 sq. ft.
69	1625 Woodroe Lane	1855.50 sq. ft.
70	1627 Woodroe Lane	2016.16 sq. ft.
71	1633 Woodroe Lane	2016.14 sq. ft.
72	1635 Woodroe Lane	1880.26 sq. ft.
73	1638 Woodcutter Court	2015.87 sq. ft.
74	1636 Woodcutter Court	2015.85 sq. ft.
75	1628 Woodcutter Court	2015.87 sq. ft.
76	1626 Woodcutter Court	1930.04 sq. ft.
77	1627 Woodcutter Court	2033.08 sq. ft.
78	1629 Woodcutter Court	2031.74 sq. ft.
79	1637 Woodcutter Court	2031.74 sq. ft.
80	1639 Woodcutter Court	1944.62 sq. ft.
81	1636 Rie Rie Drive	1945.85 sq. ft.
82	1634 Rie Rie Drive	2031.76 sq. ft.
83	1626 Rie Rie Drive	2031.76 sq. ft.
84	1624 Rie Rie Drive	2031.76 sq. ft.
115	5865 Wooded Acres Drive	3276.00 sq. ft.
116	5867 Wooded Acres Drive	3276.00 sq. ft.





cc

DECLARATION
FOR
WOODED ACRES CONDOMINIUMS

Phase 8 Amendment

HALLMARK INVESTMENTS, LLC, the Declarant of the Declaration for Wooded Acres Condominiums, on September 23, 2003, recorded the Declaration under Document No. 2003-098622-0. The Declaration applies to property described as:

Lots 1 and 2, Block 3, FYFE SUBDIVISION, according to Plat No. 72-57, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Along with the Declaration, Declarant filed a unit survey and development plan, under Plat No. 2003-131, that illustrated the Phase 1 units and common elements, as well as the future phase units and common elements for which Development Rights were reserved, pursuant to Article VIII of the Declaration. The units created in Phase 1 were Units 1-6, 115 and 116.

A Phase 2 amendment, recorded on October 22, 2003, under Document No. 2003-1111645-0, created 10 additional units, Units 7-16, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152.

The Phase 3 amendment, recorded February 10, 2004, under Document No. 2004-008767-0, created 8 additional units, Units 69-76, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152.

The Phase 4 amendment, recorded May 27, 2004, under Document No. 2004-038423-0, created 6 additional units, Units 63-68, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152.

The Phase 5 amendment, recorded July 20, 2004, under Document No. 2004-0553483-0, created 8 additional units, Units 55-62, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. Because the Phase 5 amendment was inadvertently recorded with the signature of the mortgagee, but without the notarization of the mortgagee's signature, a separate Mortgagee Consent to Phase 5 amendment was recorded on July 27, 2004, under Document No. 2004-055147-0.

The Phase 6 amendment, recorded September 17, 2004, under Document No. 2004-07023-0, created 8 additional units, Units 77-84, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. A portion of new common element located on Lot 1, Block 3, Fyfe Subdivision, is shown on the unit survey and development plan filed as Plat No. 2004-109.

The Phase 7 amendment, recorded October 7, 2004, under Document No. 2004-075727-0, created 8 additional units, Units 47-54, and additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. A portion of new common element located on Lot 1, Block 3, Fyfe Subdivision, is shown on the unit survey and development plan filed as Plat No. 2004-114.

The purpose of the present amendment, pursuant to Declarant's reserved rights under Article VIII of the Declaration is to create 10 additional units and additional Common Elements and to submit them to the jurisdiction of the Wooded Acres Condominium Association. The Phase 8 units are shown on the unit survey and development plan filed under Plat No. 2004-114 . The Units and Common Elements are also shown on the Phase 8 development plan attached as Exhibit 2 to this amendment. The Phase 8 units are Units 85-94.

Hallmark Investments, LLC, declares that the units and common elements created by this Phase 8 amendment shall be held and conveyed subject to the terms, covenants, restrictions and conditions of the Declaration.

Attached to this Amendment are the revised Exhibit 1, the Table of Allocated Interests, revised Exhibit 2, the Development Plan, and the revised Exhibit 3, the Table of Unit Areas.

No other part or portion of the Declaration is amended hereby, except as may be necessarily implied to give full force and effect to this Amendment.



IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed this 4th day of March, 2005.

DECLARANT: HALLMARK INVESTMENTS, LLC

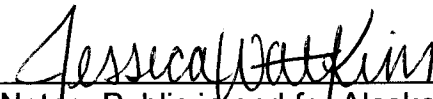


John DePorter, Managing Member

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 4th day of March, 2005, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared JOHN DePORTER, known to me and to me known to be the Managing Member of HALLMARK INVESTMENTS, LLC, and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of HALLMARK INVESTMENTS, LLC, for the uses and purposes therein set forth pursuant to the operating agreement or a resolution of the membership.

WITNESS my hand and notarial seal the day and year first hereinabove written.



Notary Public in and for Alaska
My Commission Expires: 7/23/07

////



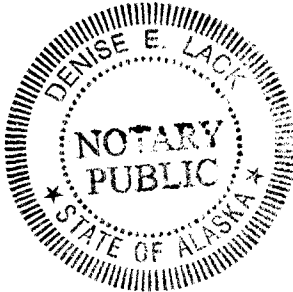
MORTGAGEE CONSENT: NORTHRIM BANK

By: *Tara Tetzlaff*
Tara Tetzlaff, Vice President

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 7th day of March, 2005, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared TARA TETZLAFF, known to me and to me known to be a Vice President of NORTHRIM BANK, and known to me to be the individual named in and who executed the foregoing document, and she acknowledged to me that she was authorized to execute the foregoing document on behalf of NORTHRIM BANK for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first hereinabove written.



Denise E. Lack
Notary Public in and for Alaska
My Commission Expires: 6/25/2008

AFTER RECORDING RETURN TO:

Sandra J. Wicks, Esq.
3237 W. 31st Avenue
Anchorage, Alaska 99517



DECLARATION
FOR
WOODED ACRES CONDOMINIUMS
Amended Exhibit 1

TABLE OF ALLOCATED INTERESTS

<u>Unit Number</u>	<u>Street Address</u>	<u>%Liability for Common Expenses*</u>	<u>Votes</u>
1	5853 Wooded Acres Drive	1.5	1
2	5851 Wooded Acres Drive	1.5	1
3	1618 Woodroe Lane	1.5	1
4	1620 Woodroe Lane	1.5	1
5	1624 Woodroe Lane	1.5	1
6	1626 Woodroe Lane	1.5	1
7	1630 Woodroe Lane	1.5	1
8	1632 Woodroe Lane	1.5	1
9	1636 Woodroe Lane	1.5	1
10	1638 Woodroe Lane	1.5	1
11	1642 Woodroe Lane	1.5	1
12	1644 Woodroe Lane	1.5	1
13	1648 Woodroe Lane	1.5	1
14	1650 Woodroe Lane	1.5	1
15	1654 Woodroe Lane	1.5	1
16	1656 Woodcutter Court	1.5	1
47	1600 Rie Rie Drive	1.5	1
48	1602 Rie Rie Drive	1.5	1
49	1614 Rie Rie Drive	1.5	1
50	1616 Rie Rie Drive	1.5	1
51	1617 Woodcutter Court	1.5	1
52	1615 Woodcutter Court	1.5	1
53	1603 Woodcutter Court	1.5	1
54	1601 Woodcutter Court	1.5	1



55	1600 Woodcutter Court	1.5	1
56	1602 Woodcutter Court	1.5	1
57	1614 Woodcutter Court	1.5	1
58	1616 Woodcutter Court	1.5	1
59	1609 Woodroe Lane	1.5	1
60	1607 Woodroe Lane	1.5	1
61	1603 Woodroe Lane	1.5	1
62	1601 Woodroe Lane	1.5	1
63	1600 Woodroe Lane	1.5	1
64	1602 Woodroe Lane	1.5	1
65	1606 Woodroe Lane	1.5	1
66	1608 Woodroe Lane	1.5	1
67	1612 Woodroe Lane	1.5	1
68	1614 Woodroe Lane	1.5	1
69	1615 Woodroe Lane	1.5	1
70	1617 Woodroe Lane	1.5	1
71	1619 Woodroe Lane	1.5	1
72	1621 Woodroe Lane	1.5	1
73	1644 Woodcutter Court	1.5	1
74	1642 Woodcutter Court	1.5	1
75	1630 Woodcutter Court	1.5	1
76	1628 Woodcutter Court	1.5	1
77	1629 Woodcutter Court	1.5	1
78	1631 Woodcutter Court	1.5	1
79	1643 Woodcutter Court	1.5	1
80	1645 Woodcutter Court	1.5	1
81	1644 Rie Rie Drive	1.5	1
82	1642 Rie Rie Drive	1.5	1
83	1630 Rie Rie Drive	1.5	1
84	1628 Rie Rie Drive	1.5	1
85	1602 Hardwood Court	1.5	1
86	1604 Hardwood Court	1.5	1
87	1616 Hardwood Court	1.5	1
88	1618 Hardwood Court	1.5	1
89	1630 Hardwood Court	1.5	1
90	1632 Hardwood Court	1.5	1
91	1644 Hardwood Court	1.5	1
92	1646 Hardwood Court	1.5	1



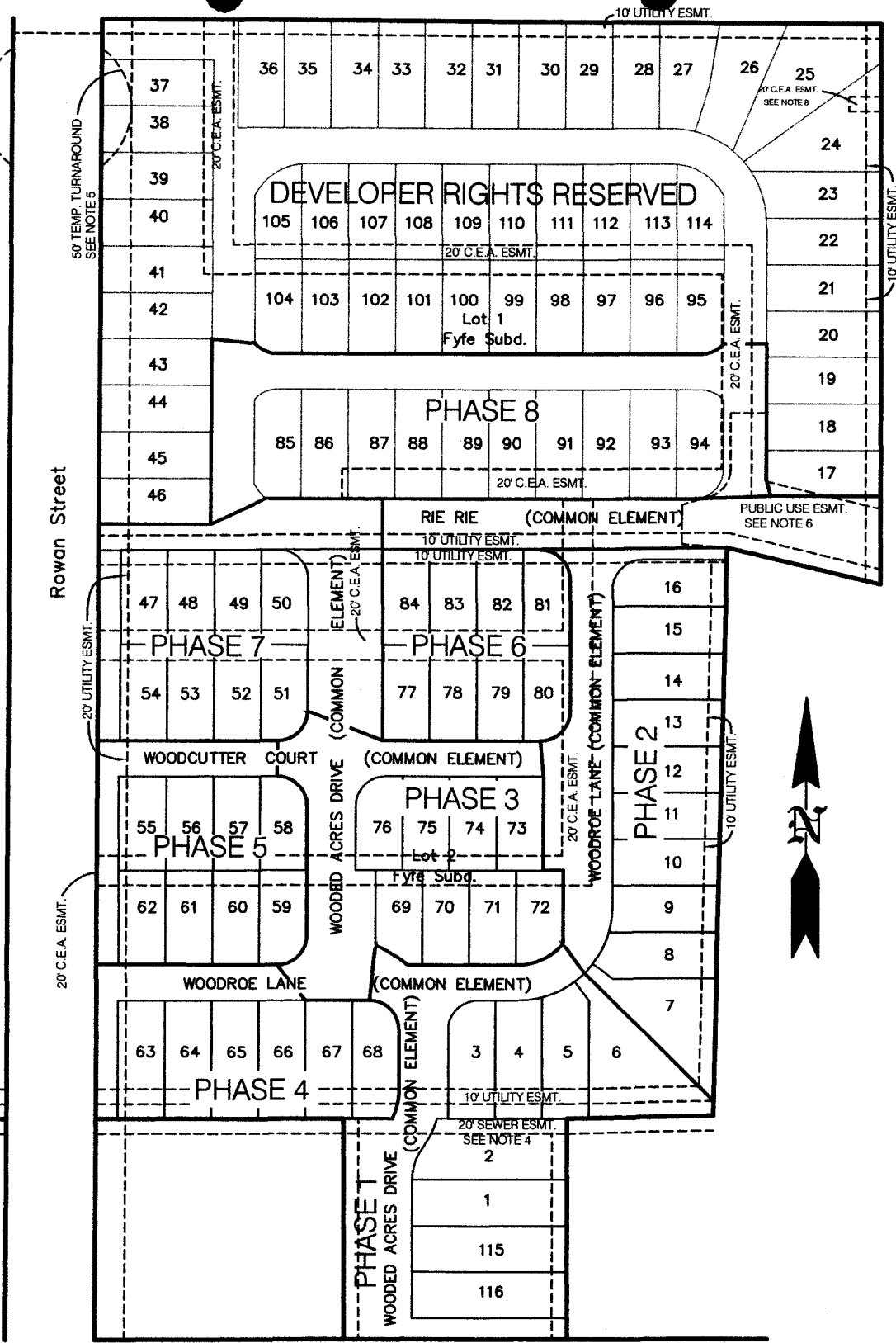
93	1658 Hardwood Court	1.5	1
94	1660 Hardwood Court	1.5	1
115	5865 Wooded Acres Drive	1.5	1
116	5867 Wooded Acres Drive	1.5	1
	TOTAL	100%	66

*Actual percentage 1.5151%, rounded to 1.5% for convenience.
 If all 116 Units are developed and added to the Association, the percentage undivided interest per Unit will be .8520%, rounded to .85% for convenience.



DECLARATION
FOR
WOODED ACRES CONDOMINIUMS
Amended Exhibit 2
DEVELOPMENT PLAN



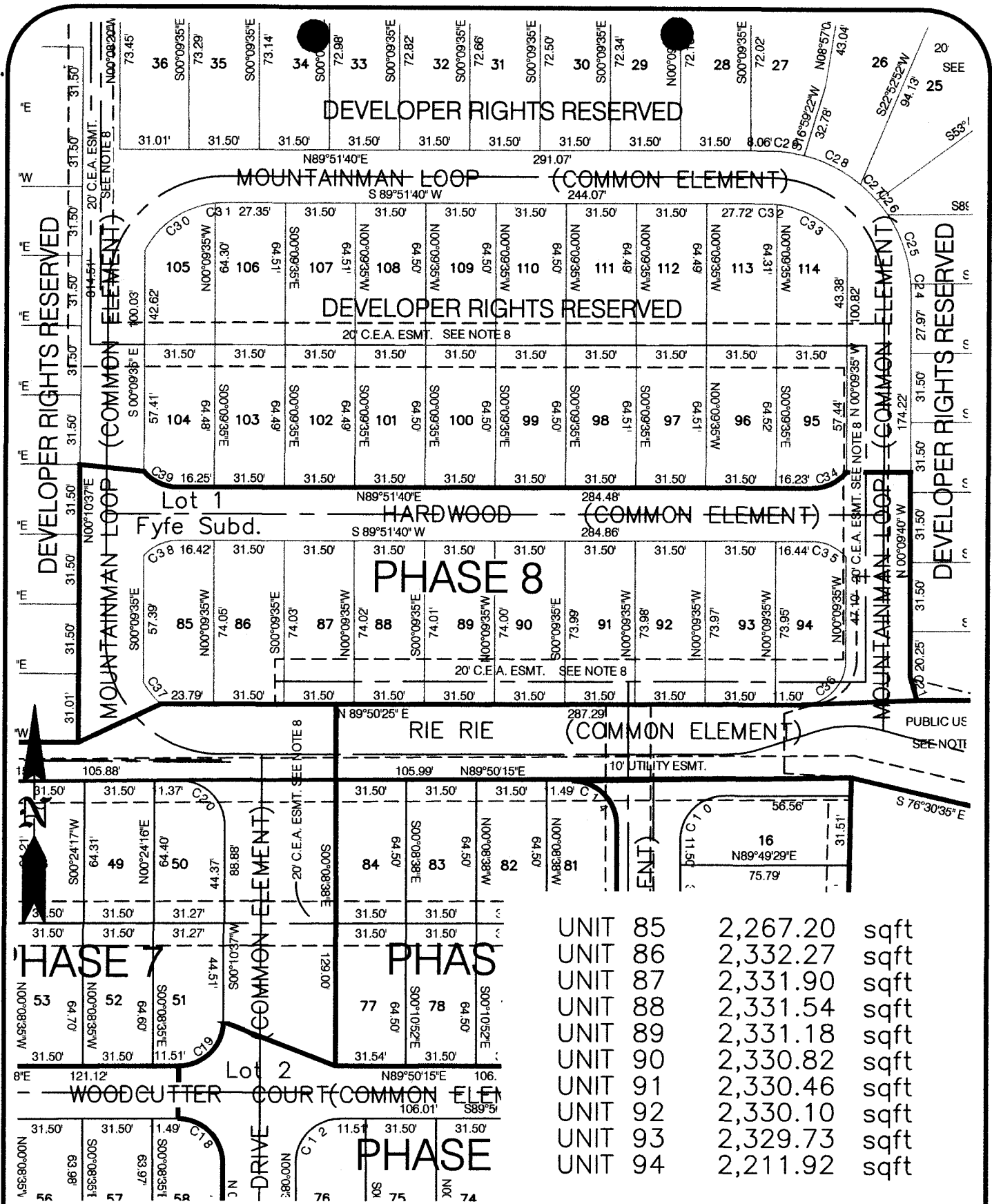


E. 59th Ave.

DEVELOPMENT PLAN FOR PHASE 8 *LITTLE BEAR SERVICES*
WOODED ACRES CONDOMINIUMS
 N.T.S.

525 WEST 54th AVENUE
 Anchorage, Alaska 99518
 Phone (907) 877-1040
 Fax (907) 877-1165



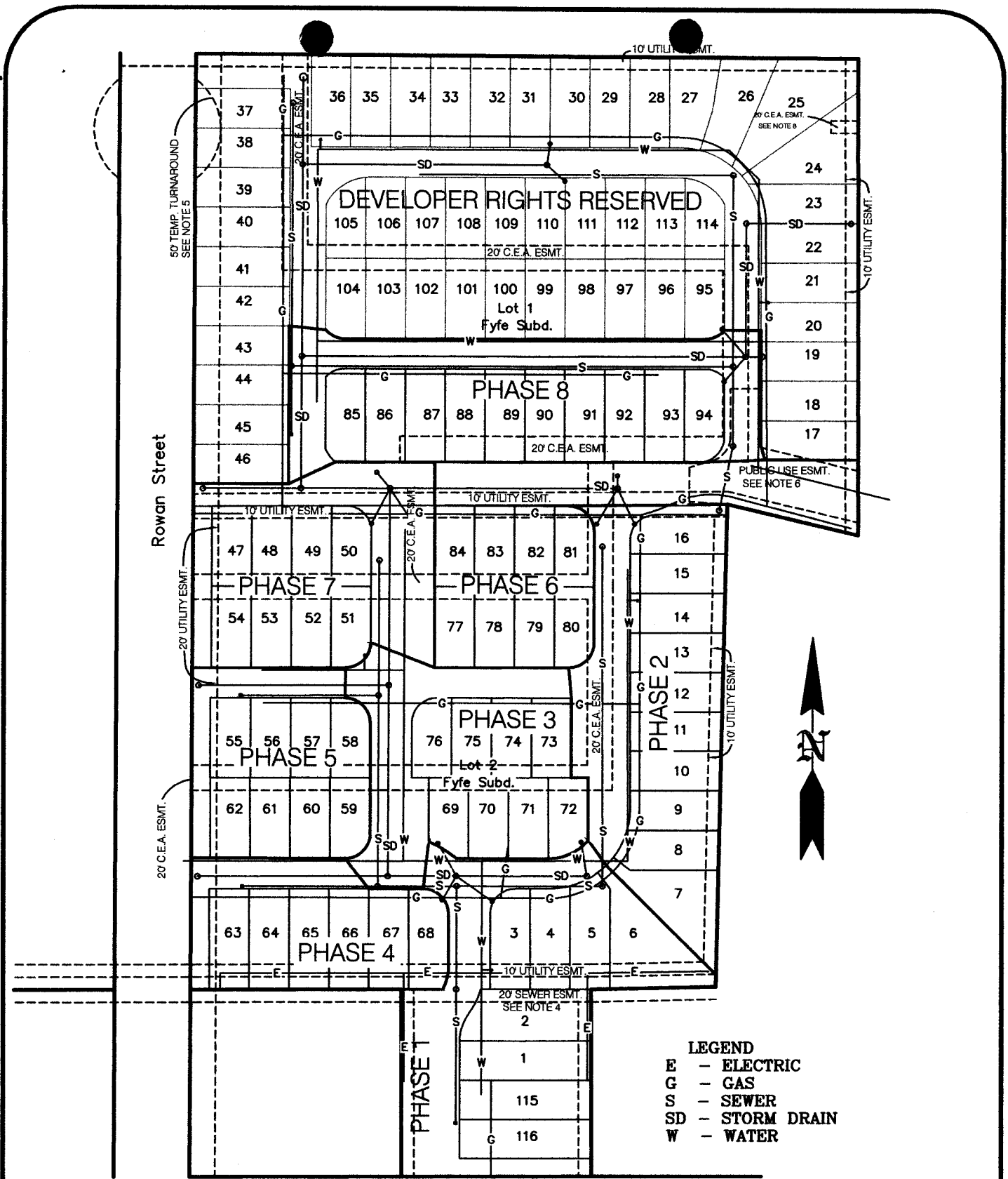


UNIT 85	2,267.20	sqft
UNIT 86	2,332.27	sqft
UNIT 87	2,331.90	sqft
UNIT 88	2,331.54	sqft
UNIT 89	2,331.18	sqft
UNIT 90	2,330.82	sqft
UNIT 91	2,330.46	sqft
UNIT 92	2,330.10	sqft
UNIT 93	2,329.73	sqft
UNIT 94	2,211.92	sqft

DEVELOPMENT PLAN FOR PHASE 8 *LITTLE BEAR SERVICES*
WOODED ACRES CONDOMINIUMS
 N.T.S.

525 WEST 54th AVENUE
 Anchorage, Alaska 99518
 Phone (907) 677-1040
 Fax (907) 677-1165





Rowan Street

E. 59th Ave.

UTILITY PLAN FOR WOODED
ACRES CONDOMINIUMS LOT 1
N.T.S.

LITTLE BEAR SERVICES

525 WEST 54th AVENUE
Anchorage, Alaska 99518
Phone (907) 677-1040
Fax (907) 677-1165



**DECLARATION
FOR
WOODED ACRES CONDOMINIUMS**

Amended Exhibit 3

TABLE OF UNIT AREAS

<u>Unit Number</u>	<u>Street Address</u>	<u>Unit Areas</u>
1	5853 Wooded Acres Drive	3275.98 sq. ft.
2	5851 Wooded Acres Drive	3963.87 sq. ft.
3	1632 Woodroe Lane	2443.57 sq. ft.
4	1634 Woodroe Lane	2540.92 sq. ft.
5	1640 Woodroe Lane	2729.72 sq. ft.
6	1642 Woodroe Lane	4503.76 sq. ft.
7	1648 Woodroe Lane	3643.51 sq. ft.
8	1650 Woodroe Lane	2425.05 sq. ft.
9	1656 Woodroe Lane	2245.50 sq. ft.
10	1658 Woodroe Lane	2254.75 sq. ft.
11	1662 Woodroe Lane	2278.88 sq. ft.
12	1664 Woodroe Lane	2303.00 sq. ft.
13	1672 Woodroe Lane	2327.13 sq. ft.
14	1674 Woodroe Lane	2351.24 sq. ft.
15	1680 Woodroe Lane	2375.37 sq. ft.
16	1682 Woodroe Lane	2313.71 sq. ft.
47	1602 Rie Rie Drive	2021.20 sq. ft.
48	1604 Rie Rie Drive	2024.16 sq. ft.
49	1614 Rie Rie Drive	2027.12 sq. ft.
50	1616 Rie Rie Drive	1942.98 sq. ft.
51	1615 Woodcutter Court	1947.70 sq. ft.
52	1613 Woodcutter Court	2036.44 sq. ft.
53	1607 Woodcutter Court	2039.39 sq. ft.
54	1605 Woodcutter Court	2042.36 sq. ft.
55	1604 Woodcutter Court	2050.73 sq. ft.
56	1606 Woodcutter Court	2015.62 sq. ft.
57	1612 Woodcutter Court	2015.28 sq. ft.



58	1614 Woodcutter Court	1929.04 sq. ft.
59	1611 Woodroe Lane	1963.28 sq. ft.
60	1609 Woodroe Lane	2016.71 sq. ft.
61	1603 Woodroe Lane	2016.37 sq. ft.
62	1601 Woodroe Lane	2016.03 sq. ft.
63	1600 Woodroe Lane	2529.45 sq. ft.
64	1602 Woodroe Lane	2529.45 sq. ft.
65	1608 Woodroe Lane	2529.45 sq. ft.
66	1610 Woodroe Lane	2529.45 sq. ft.
67	1620 Woodroe Lane	2529.45 sq. ft.
68	1622 Woodroe Lane	2417.05 sq. ft.
69	1625 Woodroe Lane	1855.50 sq. ft.
70	1627 Woodroe Lane	2016.16 sq. ft.
71	1633 Woodroe Lane	2016.14 sq. ft.
72	1635 Woodroe Lane	1880.26 sq. ft.
73	1638 Woodcutter Court	2015.87 sq. ft.
74	1636 Woodcutter Court	2015.85 sq. ft.
75	1628 Woodcutter Court	2015.87 sq. ft.
76	1626 Woodcutter Court	1930.04 sq. ft.
77	1627 Woodcutter Court	2033.08 sq. ft.
78	1629 Woodcutter Court	2031.74 sq. ft.
79	1637 Woodcutter Court	2031.74 sq. ft.
80	1639 Woodcutter Court	1944.62 sq. ft.
81	1636 Rie Rie Drive	1945.85 sq. ft.
82	1634 Rie Rie Drive	2031.76 sq. ft.
83	1626 Rie Rie Drive	2031.76 sq. ft.
84	1624 Rie Rie Drive	2031.76 sq. ft.
85	1602 Hardwood Court	2267.20 sq. ft.
86	1604 Hardwood Court	2332.27 sq. ft.
87	1616 Hardwood Court	2331.90 sq. ft.
88	1618 Hardwood Court	2331.54 sq. ft.
89	1630 Hardwood Court	2331.18 sq. ft.
90	1632 Hardwood Court	2330.82 sq. ft.
91	1644 Hardwood Court	2330.46 sq. ft.
92	1646 Hardwood Court	2330.10 sq. ft.
93	1658 Hardwood Court	2329.73 sq. ft.
94	1660 Hardwood Court	2211.92 sq. ft.
115	5865 Wooded Acres Drive	3276.00 sq. ft.
116	5867 Wooded Acres Drive	3276.00 sq. ft.



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CCXZ

DECLARATION
FOR
WOODED ACRES CONDOMINIUMS

Phase 9 Amendment

HALLMARK INVESTMENTS, LLC, the Declarant of the Declaration for Wooded Acres Condominiums, on September 23, 2003, recorded the Declaration under Document No. 2003-098622-0. The Declaration applies to property described as:

Lots 1 and 2, Block 3, FYFE SUBDIVISION, according to Plat No. 72-57, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Along with the Declaration, Declarant filed a unit survey and development plan, under Plat No. 2003-131, that illustrated the Phase 1 units and common elements, as well as the future phase units and common elements for which Development Rights were reserved, pursuant to Article VIII of the Declaration. The units created in Phase 1 were Units 1-6, 115 and 116.

A Phase 2 amendment, recorded on October 22, 2003, under Document No. 2003-1111645-0, created 10 additional units, Units 7-16, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152.

The Phase 3 amendment, recorded February 10, 2004, under Document No. 2004-008767-0, created 8 additional units, Units 69-76, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152.

The Phase 4 amendment, recorded May 27, 2004, under Document No. 2004-038423-0, created 6 additional units, Units 63-68, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152.

The Phase 5 amendment, recorded July 20, 2004, under Document No. 2004-0553483-0, created 8 additional units, Units 55-62, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. Because the Phase 5 amendment was inadvertently recorded with the signature of the mortgagee, but without the notarization of the mortgagee's signature, a separate Mortgagee Consent to Phase 5 amendment was recorded on July 27, 2004, under Document No. 2004-055147-0.

The Phase 6 amendment, recorded September 17, 2004, under Document No. 2004-07023-0, created 8 additional units, Units 77-84, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. A portion of new common element located on Lot 1, Block 3, Fyfe Subdivision, is shown on the unit survey and development plan filed as Plat No. 2004-109.

The Phase 7 amendment, recorded October 7, 2004, under Document No. 2004-075727-0, created 8 additional units, Units 47-54, and additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. A portion of new common element located on Lot 1, Block 3, Fyfe Subdivision, is shown on the unit survey and development plan filed as Plat No. 2004-114.

The Phase 8 amendment, recorded March 7, 2005, under Document No. 2005-013999-0, created 10 additional units, Units 85-94, and additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2004-114.

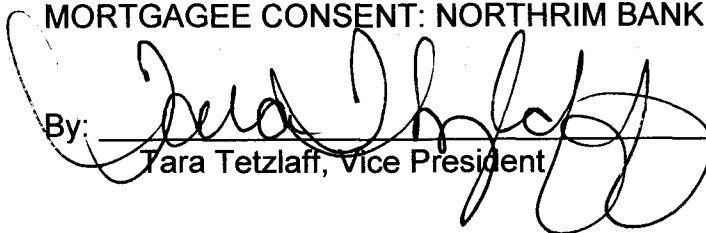
The purpose of the present amendment, pursuant to Declarant's reserved rights under Article VIII of the Declaration is to create 10 additional units and additional Common Elements and to submit them to the jurisdiction of the Wooded Acres Condominium Association. The Phase 9 units are shown on the unit survey and development plan filed under Plat No. 2004-114. The Units and Common Elements are also shown on the Phase 9 development plan attached as Exhibit 2 to this amendment. The Phase 9 units are Units 95-104.

Hallmark Investments, LLC, declares that the units and common elements created by this Phase 9 amendment shall be held and conveyed subject to the terms, covenants, restrictions and conditions of the Declaration.

Attached to this Amendment are the revised Exhibit 1, the Table of Allocated Interests, revised Exhibit 2, the Development Plan, and the revised Exhibit 3, the Table of Unit Areas.



MORTGAGEE CONSENT: NORTHRIM BANK

By: 
Tara Tetzlaff, Vice President

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2005, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared TARA TETZLAFF, known to me and to me known to be a Vice President of NORTHRIM BANK, and known to me to be the individual named in and who executed the foregoing document, and she acknowledged to me that she was authorized to execute the foregoing document on behalf of NORTHRIM BANK for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first hereinabove written.

Notary Public in and for Alaska
My Commission Expires: _____

AFTER RECORDING RETURN TO:

Sandra J. Wicks, Esq.
3237 W. 31st Avenue
Anchorage, Alaska 99517



**DECLARATION
FOR
WOODED ACRES CONDOMINIUMS**

Amended Exhibit 1

TABLE OF ALLOCATED INTERESTS

<u>Unit Number</u>	<u>Street Address</u>	<u>%Liability for Common Expenses*</u>	<u>Votes</u>
1	5853 Wooded Acres Drive	1.3	1
2	5851 Wooded Acres Drive	1.3	1
3	1618 Woodroe Lane	1.3	1
4	1620 Woodroe Lane	1.3	1
5	1624 Woodroe Lane	1.3	1
6	1626 Woodroe Lane	1.3	1
7	1630 Woodroe Lane	1.3	1
8	1632 Woodroe Lane	1.3	1
9	1636 Woodroe Lane	1.3	1
10	1638 Woodroe Lane	1.3	1
11	1642 Woodroe Lane	1.3	1
12	1644 Woodroe Lane	1.3	1
13	1648 Woodroe Lane	1.3	1
14	1650 Woodroe Lane	1.3	1
15	1654 Woodroe Lane	1.3	1
16	1656 Woodcutter Court	1.3	1
47	1600 Rie Rie Drive	1.3	1
48	1602 Rie Rie Drive	1.3	1
49	1614 Rie Rie Drive	1.3	1
50	1616 Rie Rie Drive	1.3	1
51	1617 Woodcutter Court	1.3	1
52	1615 Woodcutter Court	1.3	1
53	1603 Woodcutter Court	1.3	1
54	1601 Woodcutter Court	1.3	1



55	1600 Woodcutter Court	1.3	1
56	1602 Woodcutter Court	1.3	1
57	1614 Woodcutter Court	1.3	1
58	1616 Woodcutter Court	1.3	1
59	1609 Woodroe Lane	1.3	1
60	1607 Woodroe Lane	1.3	1
61	1603 Woodroe Lane	1.3	1
62	1601 Woodroe Lane	1.3	1
63	1600 Woodroe Lane	1.3	1
64	1602 Woodroe Lane	1.3	1
65	1606 Woodroe Lane	1.3	1
66	1608 Woodroe Lane	1.3	1
67	1612 Woodroe Lane	1.3	1
68	1614 Woodroe Lane	1.3	1
69	1615 Woodroe Lane	1.3	1
70	1617 Woodroe Lane	1.3	1
71	1619 Woodroe Lane	1.3	1
72	1621 Woodroe Lane	1.3	1
73	1644 Woodcutter Court	1.3	1
74	1642 Woodcutter Court	1.3	1
75	1630 Woodcutter Court	1.3	1
76	1628 Woodcutter Court	1.3	1
77	1629 Woodcutter Court	1.3	1
78	1631 Woodcutter Court	1.3	1
79	1643 Woodcutter Court	1.3	1
80	1645 Woodcutter Court	1.3	1
81	1644 Rie Rie Drive	1.3	1
82	1642 Rie Rie Drive	1.3	1
83	1630 Rie Rie Drive	1.3	1
84	1628 Rie Rie Drive	1.3	1
85	1602 Hardwood Court	1.3	1
86	1604 Hardwood Court	1.3	1
87	1616 Hardwood Court	1.3	1
88	1618 Hardwood Court	1.3	1
89	1630 Hardwood Court	1.3	1
90	1632 Hardwood Court	1.3	1
91	1644 Hardwood Court	1.3	1
92	1646 Hardwood Court	1.3	1



93	1658 Hardwood Court	1.3	1
94	1660 Hardwood Court	1.3	1
95	1661 Hardwood Court	1.3	1
96	1659 Hardwood Court	1.3	1
97	1649 Hardwood Court	1.3	1
98	1647 Hardwood Court	1.3	1
99	1629 Hardwood Court	1.3	1
100	1627 Hardwood Court	1.3	1
101	1617 Hardwood Court	1.3	1
102	1615 Hardwood Court	1.3	1
103	1603 Hardwood Court	1.3	1
104	1601 Hardwood Court	1.3	1
115	5865 Wooded Acres Drive	1.3	1
116	5867 Wooded Acres Drive	1.3	1
	TOTAL	100%	76

*Actual percentage 1.3157%, rounded to 1.3% for convenience.

If all 116 Units are developed and added to the Association, the percentage undivided interest per Unit will be .8520%, rounded to .85% for convenience.

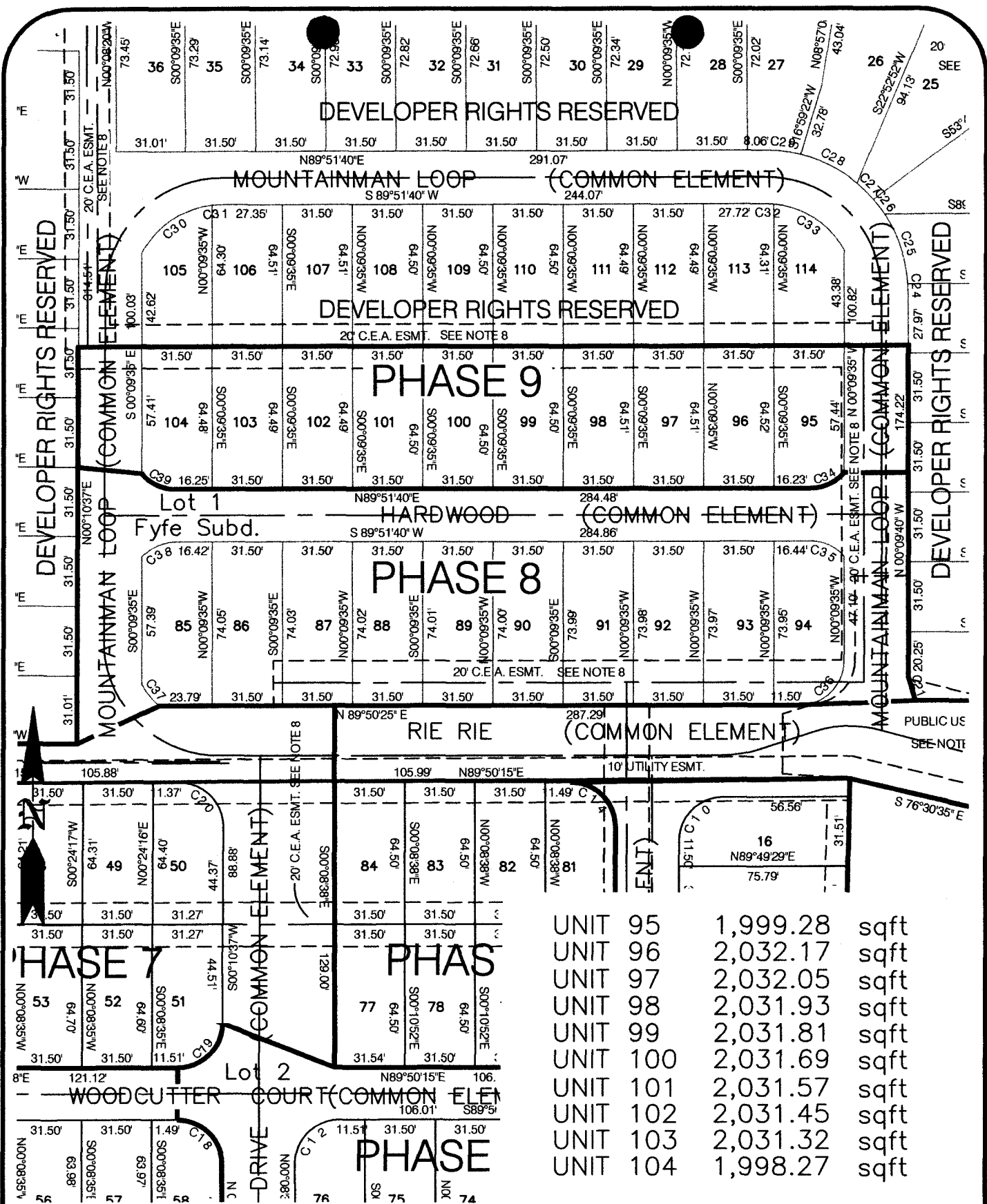


DECLARATION
FOR
WOODED ACRES CONDOMINIUMS
Amended Exhibit 2
DEVELOPMENT PLAN



8 of 14

2006-034740-0

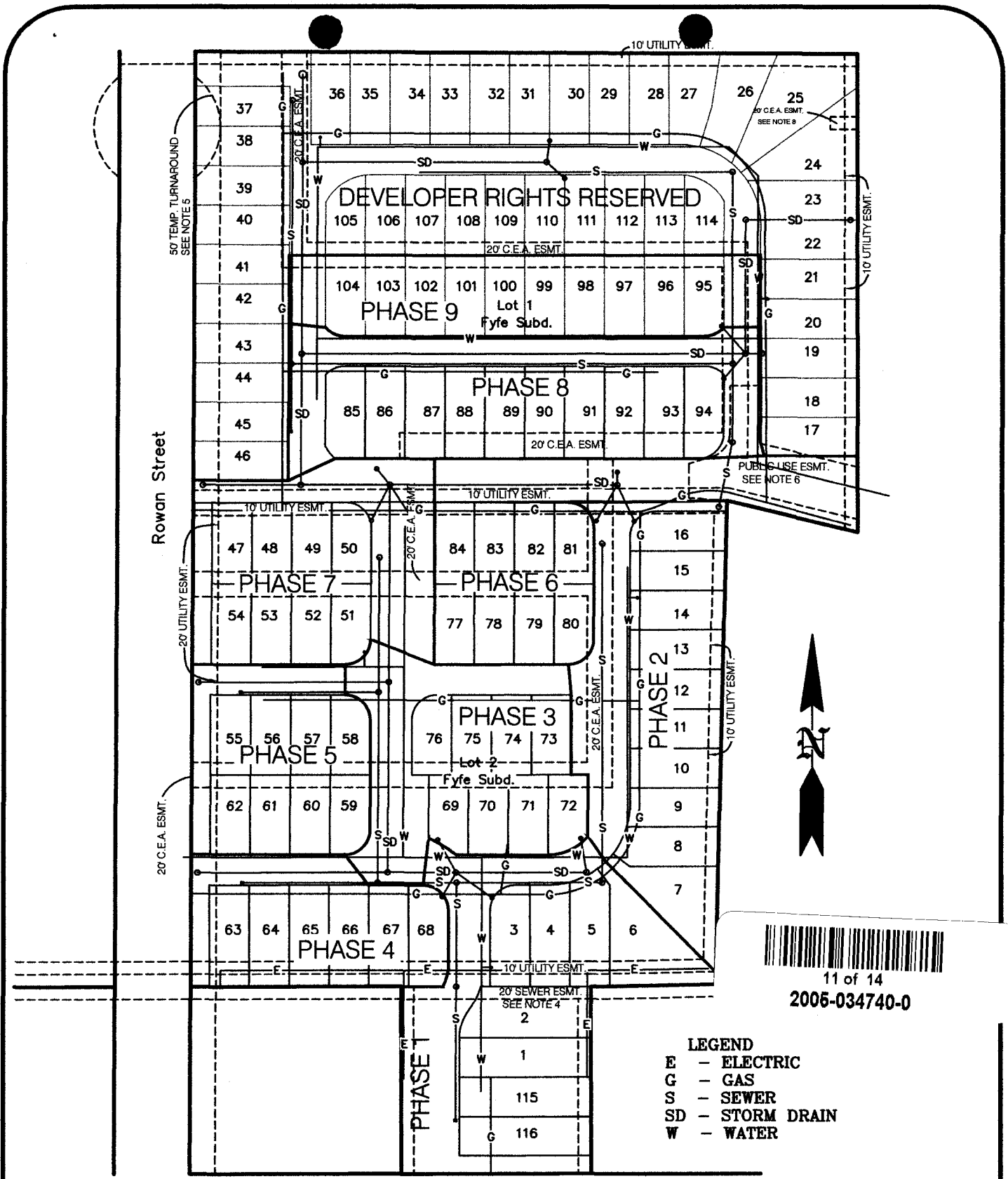


UNIT 95	1,999.28	sqft
UNIT 96	2,032.17	sqft
UNIT 97	2,032.05	sqft
UNIT 98	2,031.93	sqft
UNIT 99	2,031.81	sqft
UNIT 100	2,031.69	sqft
UNIT 101	2,031.57	sqft
UNIT 102	2,031.45	sqft
UNIT 103	2,031.32	sqft
UNIT 104	1,998.27	sqft

DEVELOPMENT PLAN FOR PHASE 9 *LITTLE BEAR SERVICES*
WOODED ACRES CONDOMINIUMS
 N.T.S.

525 WEST 54th AVENUE
 Anchorage, Alaska 99518
 Phone (907) 677-1040
 Fax (907) 677-1165





Rowan Street

E. 59th Ave.

UTILITY PLAN FOR WOODED
ACRES CONDOMINIUMS LOT 1
N.T.S.

LITTLE BEAR SERVICES

525 WEST 54th AVENUE
Anchorage, Alaska 99518
Phone (907) 677-1040
Fax (907) 677-1165

- LEGEND**
- E - ELECTRIC
 - G - GAS
 - S - SEWER
 - SD - STORM DRAIN
 - W - WATER



11 of 14
2006-034740-0

DECLARATION
FOR
WOODED ACRES CONDOMINIUMS

Amended Exhibit 3

TABLE OF UNIT AREAS

<u>Unit Number</u>	<u>Street Address</u>	<u>Unit Areas</u>
1	5853 Wooded Acres Drive	3275.98 sq. ft.
2	5851 Wooded Acres Drive	3963.87 sq. ft.
3	1632 Woodroe Lane	2443.57 sq. ft.
4	1634 Woodroe Lane	2540.92 sq. ft.
5	1640 Woodroe Lane	2729.72 sq. ft.
6	1642 Woodroe Lane	4503.76 sq. ft.
7	1648 Woodroe Lane	3643.51 sq. ft.
8	1650 Woodroe Lane	2425.05 sq. ft.
9	1656 Woodroe Lane	2245.50 sq. ft.
10	1658 Woodroe Lane	2254.75 sq. ft.
11	1662 Woodroe Lane	2278.88 sq. ft.
12	1664 Woodroe Lane	2303.00 sq. ft.
13	1672 Woodroe Lane	2327.13 sq. ft.
14	1674 Woodroe Lane	2351.24 sq. ft.
15	1680 Woodroe Lane	2375.37 sq. ft.
16	1682 Woodroe Lane	2313.71 sq. ft.
47	1602 Rie Rie Drive	2021.20 sq. ft.
48	1604 Rie Rie Drive	2024.16 sq. ft.
49	1614 Rie Rie Drive	2027.12 sq. ft.
50	1616 Rie Rie Drive	1942.98 sq. ft.
51	1615 Woodcutter Court	1947.70 sq. ft.
52	1613 Woodcutter Court	2036.44 sq. ft.
53	1607 Woodcutter Court	2039.39 sq. ft.
54	1605 Woodcutter Court	2042.36 sq. ft.
55	1604 Woodcutter Court	2050.73 sq. ft.
56	1606 Woodcutter Court	2015.62 sq. ft.
57	1612 Woodcutter Court	2015.28 sq. ft.



58	1614 Woodcutter Court	1929.04 sq. ft.
59	1611 Woodroe Lane	1963.28 sq. ft.
60	1609 Woodroe Lane	2016.71 sq. ft.
61	1603 Woodroe Lane	2016.37 sq. ft.
62	1601 Woodroe Lane	2016.03 sq. ft.
63	1600 Woodroe Lane	2529.45 sq. ft.
64	1602 Woodroe Lane	2529.45 sq. ft.
65	1608 Woodroe Lane	2529.45 sq. ft.
66	1610 Woodroe Lane	2529.45 sq. ft.
67	1620 Woodroe Lane	2529.45 sq. ft.
68	1622 Woodroe Lane	2417.05 sq. ft.
69	1625 Woodroe Lane	1855.50 sq. ft.
70	1627 Woodroe Lane	2016.16 sq. ft.
71	1633 Woodroe Lane	2016.14 sq. ft.
72	1635 Woodroe Lane	1880.26 sq. ft.
73	1638 Woodcutter Court	2015.87 sq. ft.
74	1636 Woodcutter Court	2015.85 sq. ft.
75	1628 Woodcutter Court	2015.87 sq. ft.
76	1626 Woodcutter Court	1930.04 sq. ft.
77	1627 Woodcutter Court	2033.08 sq. ft.
78	1629 Woodcutter Court	2031.74 sq. ft.
79	1637 Woodcutter Court	2031.74 sq. ft.
80	1639 Woodcutter Court	1944.62 sq. ft.
81	1636 Rie Rie Drive	1945.85 sq. ft.
82	1634 Rie Rie Drive	2031.76 sq. ft.
83	1626 Rie Rie Drive	2031.76 sq. ft.
84	1624 Rie Rie Drive	2031.76 sq. ft.
85	1602 Hardwood Court	2267.20 sq. ft.
86	1604 Hardwood Court	2332.27 sq. ft.
87	1616 Hardwood Court	2331.90 sq. ft.
88	1618 Hardwood Court	2331.54 sq. ft.
89	1630 Hardwood Court	2331.18 sq. ft.
90	1632 Hardwood Court	2330.82 sq. ft.
91	1644 Hardwood Court	2330.46 sq. ft.
92	1646 Hardwood Court	2330.10 sq. ft.
93	1658 Hardwood Court	2329.73 sq. ft.
94	1660 Hardwood Court	2211.92 sq. ft.
95	1661 Hardwood Court	1999.28 sq. ft.
96	1659 Hardwood Court	2032.17 sq. ft.
97	1649 Hardwood Court	2032.05 sq. ft.



98	1647 Hardwood Court	2031.93 sq. ft.
99	1629 Hardwood Court	2031.81 sq. ft.
100	1627 Hardwood Court	2031.69 sq. ft.
101	1617 Hardwood Court	2031.57 sq. ft.
102	1615 Hardwood Court	2031.45 sq. ft.
103	1603 Hardwood Court	2031.32 sq. ft.
104	1601 Hardwood Court	1998.27 sq. ft.
115	5865 Wooded Acres Drive	3276.00 sq. ft.
116	5867 Wooded Acres Drive	3276.00 sq. ft.





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**DECLARATION
FOR
WOODED ACRES CONDOMINIUMS**

Phase 10 Amendment

HALLMARK INVESTMENTS, LLC, the Declarant of the Declaration for Wooded Acres Condominiums, on September 23, 2003, recorded the Declaration under Document No. 2003-098622-0. The Declaration applies to property described as:

Lots 1 and 2, Block 3, FYFE SUBDIVISION, according to Plat No. 72-57, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Along with the Declaration, Declarant filed a unit survey and development plan, under Plat No. 2003-131, that illustrated the Phase 1 units and common elements, as well as the future phase units and common elements for which Development Rights were reserved, pursuant to Article VIII of the Declaration. The units created in Phase 1 were Units 1-6, 115 and 116.

A Phase 2 amendment, recorded on October 22, 2003, under Document No. 2003-1111645-0, created 10 additional units, Units 7-16, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152.

The Phase 3 amendment, recorded February 10, 2004, under Document No. 2004-008767-0, created 8 additional units, Units 69-76, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152.

The Phase 4 amendment, recorded May 27, 2004, under Document No. 2004-038423-0, created 6 additional units, Units 63-68, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152.

The Phase 5 amendment, recorded July 20, 2004, under Document No. 2004-0553483-0, created 8 additional units, Units 55-62, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. Because the Phase 5 amendment was inadvertently recorded with the signature of the mortgagee, but without the notarization of the mortgagee's signature, a separate Mortgagee Consent to Phase 5 amendment was recorded on July 27, 2004, under Document No. 2004-055147-0.

The Phase 6 amendment, recorded September 17, 2004, under Document No. 2004-07023-0, created 8 additional units, Units 77-84, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. A portion of new common element located on Lot 1, Block 3, Fyfe Subdivision, is shown on the unit survey and development plan filed as Plat No. 2004-109.

The Phase 7 amendment, recorded October 7, 2004, under Document No. 2004-075727-0, created 8 additional units, Units 47-54, and additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. A portion of new common element located on Lot 1, Block 3, Fyfe Subdivision, is shown on the unit survey and development plan filed as Plat No. 2004-114.

The Phase 8 amendment, recorded March 7, 2005, under Document No. 2005-013999-0, created 10 additional units, Units 85-94, and additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2004-114.

The Phase 9 amendment, recorded May 25, 2005, under Document No. 2005-034740-0, created 10 additional units, Units 95-104, and additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2004-114.

The purpose of the present amendment, pursuant to Declarant's reserved rights under Article VIII of the Declaration is to create 10 additional units and additional Common Elements and to submit them to the jurisdiction of the Wooded Acres Condominium Association. The Phase 10 units are shown on the unit survey and development plan filed under Plat No. 2004-114. The Units and Common Elements are also shown on the Phase 9 development plan attached as Exhibit 2 to this amendment. The Phase 10 units are Units 105-114.



Hallmark Investments, LLC, declares that the units and common elements created by this Phase 10 amendment shall be held and conveyed subject to the terms, covenants, restrictions and conditions of the Declaration.

Attached to this Amendment are the revised Exhibit 1, the Table of Allocated Interests, revised Exhibit 2, the Development Plan, and the revised Exhibit 3, the Table of Unit Areas.

No other part or portion of the Declaration is amended hereby, except as may be necessarily implied to give full force and effect to this Amendment.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed this 27th day of June, 2005.

DECLARANT: HALLMARK INVESTMENTS, LLC

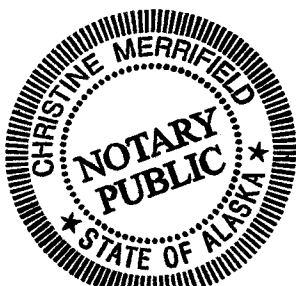


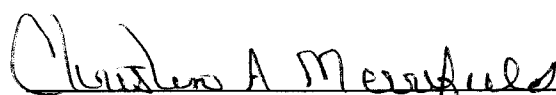
John DePorter, Managing Member

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 27th day of June, 2005, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared JOHN DePORTER, known to me and to me known to be the Managing Member of HALLMARK INVESTMENTS, LLC, and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of HALLMARK INVESTMENTS, LLC, for the uses and purposes therein set forth pursuant to the operating agreement or a resolution of the membership.

WITNESS my hand and notarial seal the day and year first hereinabove written.





Notary Public in and for Alaska
My Commission Expires: 4-11-2009

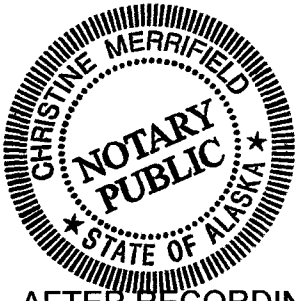
MORTGAGEE CONSENT: NORTHRIM BANK

By: John H. Delano, VP
for ~~Tara Tetzlaff~~, Vice President
John H. Delano

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 21st day of June, 2005, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared ~~TARA TETZLAFF~~ ^{John H. Delano}, known to me and to me known to be a Vice President of NORTHRIM BANK, and known to me to be the individual named in and who executed the foregoing document, and she acknowledged to me that she was authorized to execute the foregoing document on behalf of NORTHRIM BANK for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first hereinabove written.



Christine Merrifield
Notary Public in and for Alaska
My Commission Expires: 4.11.2009

AFTER RECORDING RETURN TO:

Sandra J. Wicks, Esq.
3237 W. 31st Avenue
Anchorage, Alaska 99517



**DECLARATION
FOR
WOODED ACRES CONDOMINIUMS**

Amended Exhibit 1

TABLE OF ALLOCATED INTERESTS

<u>Unit Number</u>	<u>Street Address</u>	<u>%Liability for Common Expenses*</u>	<u>Votes</u>
1	5853 Wooded Acres Drive	1.2	1
2	5851 Wooded Acres Drive	1.2	1
3	1618 Woodroe Lane	1.2	1
4	1620 Woodroe Lane	1.2	1
5	1624 Woodroe Lane	1.2	1
6	1626 Woodroe Lane	1.2	1
7	1630 Woodroe Lane	1.2	1
8	1632 Woodroe Lane	1.2	1
9	1636 Woodroe Lane	1.2	1
10	1638 Woodroe Lane	1.2	1
11	1642 Woodroe Lane	1.2	1
12	1644 Woodroe Lane	1.2	1
13	1648 Woodroe Lane	1.2	1
14	1650 Woodroe Lane	1.2	1
15	1654 Woodroe Lane	1.2	1
16	1656 Woodcutter Court	1.2	1
47	1600 Rie Rie Drive	1.2	1
48	1602 Rie Rie Drive	1.2	1
49	1614 Rie Rie Drive	1.2	1
50	1616 Rie Rie Drive	1.2	1
51	1617 Woodcutter Court	1.2	1
52	1615 Woodcutter Court	1.2	1
53	1603 Woodcutter Court	1.2	1
54	1601 Woodcutter Court	1.2	1



55	1600 Woodcutter Court	1.2	1
56	1602 Woodcutter Court	1.2	1
57	1614 Woodcutter Court	1.2	1
58	1616 Woodcutter Court	1.2	1
59	1609 Woodroe Lane	1.2	1
60	1607 Woodroe Lane	1.2	1
61	1603 Woodroe Lane	1.2	1
62	1601 Woodroe Lane	1.2	1
63	1600 Woodroe Lane	1.2	1
64	1602 Woodroe Lane	1.2	1
65	1606 Woodroe Lane	1.2	1
66	1608 Woodroe Lane	1.2	1
67	1612 Woodroe Lane	1.2	1
68	1614 Woodroe Lane	1.2	1
69	1615 Woodroe Lane	1.2	1
70	1617 Woodroe Lane	1.2	1
71	1619 Woodroe Lane	1.2	1
72	1621 Woodroe Lane	1.2	1
73	1644 Woodcutter Court	1.2	1
74	1642 Woodcutter Court	1.2	1
75	1630 Woodcutter Court	1.2	1
76	1628 Woodcutter Court	1.2	1
77	1629 Woodcutter Court	1.2	1
78	1631 Woodcutter Court	1.2	1
79	1643 Woodcutter Court	1.2	1
80	1645 Woodcutter Court	1.2	1
81	1644 Rie Rie Drive	1.2	1
82	1642 Rie Rie Drive	1.2	1
83	1630 Rie Rie Drive	1.2	1
84	1628 Rie Rie Drive	1.2	1
85	1602 Hardwood Court	1.2	1
86	1604 Hardwood Court	1.2	1
87	1616 Hardwood Court	1.2	1
88	1618 Hardwood Court	1.2	1
89	1630 Hardwood Court	1.2	1
90	1632 Hardwood Court	1.2	1



91	1644 Hardwood Court	1.2	1
92	1646 Hardwood Court	1.2	1
93	1658 Hardwood Court	1.2	1
94	1660 Hardwood Court	1.2	1
95	1661 Hardwood Court	1.2	1
96	1659 Hardwood Court	1.2	1
97	1649 Hardwood Court	1.2	1
98	1647 Hardwood Court	1.2	1
99	1629 Hardwood Court	1.2	1
100	1627 Hardwood Court	1.2	1
101	1617 Hardwood Court	1.2	1
102	1615 Hardwood Court	1.2	1
103	1603 Hardwood Court	1.2	1
104	1601 Hardwood Court	1.2	1
105	1632 Mountainman Loop	1.2	1
106	1634 Mountainman Loop	1.2	1
107	1638 Mountainman Loop	1.2	1
108	1640 Mountainman Loop	1.2	1
109	1644 Mountainman Loop	1.2	1
110	1646 Mountainman Loop	1.2	1
111	1650 Mountainman Loop	1.2	1
112	1652 Mountainman Loop	1.2	1
113	1656 Mountainman Loop	1.2	1
114	1658 Mountainman Loop	1.2	1
115	5865 Wooded Acres Drive	1.2	1
116	5867 Wooded Acres Drive	1.2	1
TOTAL		100%	86

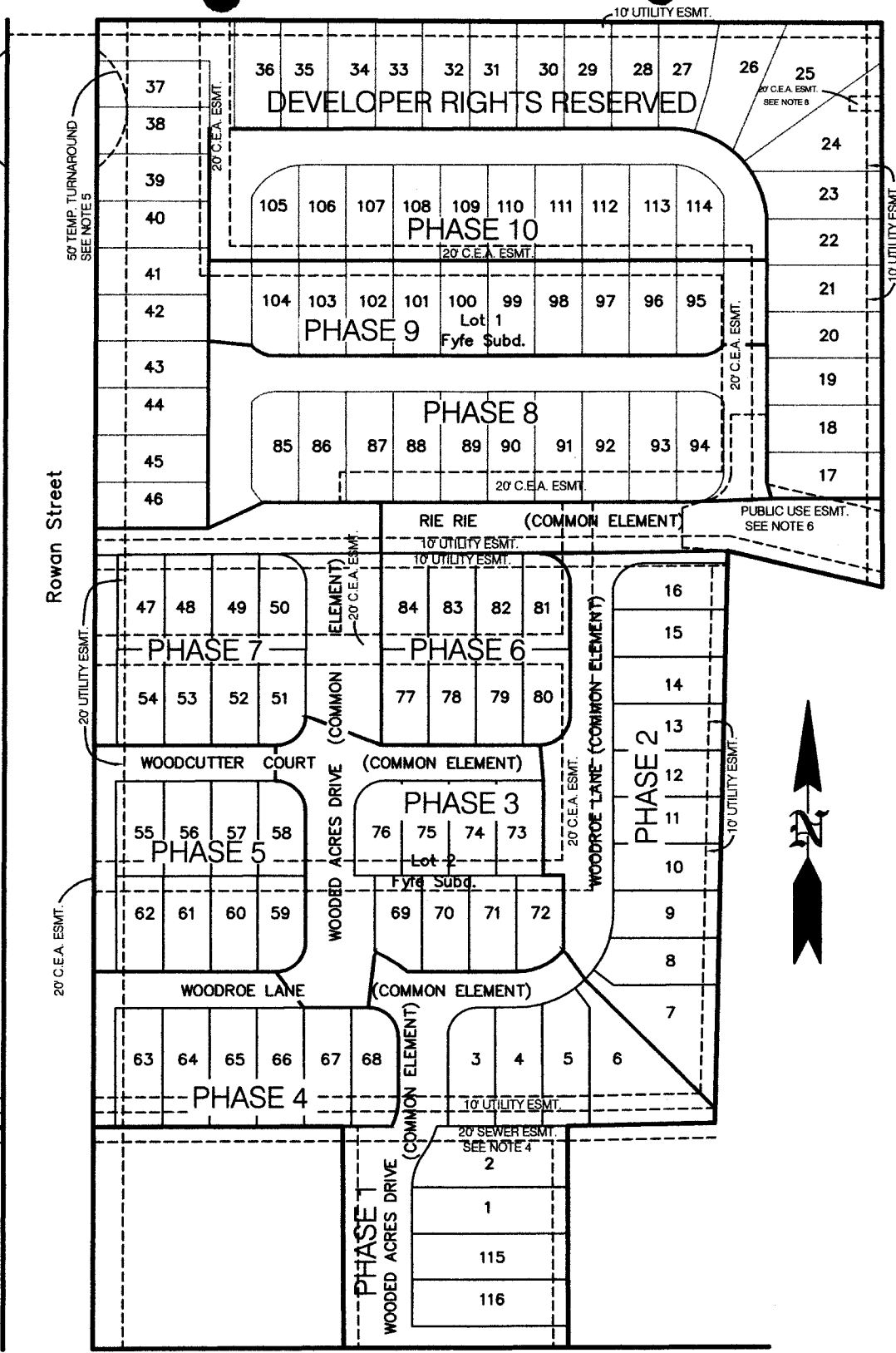
*Actual percentage 1.1627%, rounded to 1.2% for convenience.

If all 116 Units are developed and added to the Association, the percentage undivided interest per Unit will be .8520%, rounded to .85% for convenience.



DECLARATION
FOR
WOODED ACRES CONDOMINIUMS
Amended Exhibit 2
DEVELOPMENT PLAN



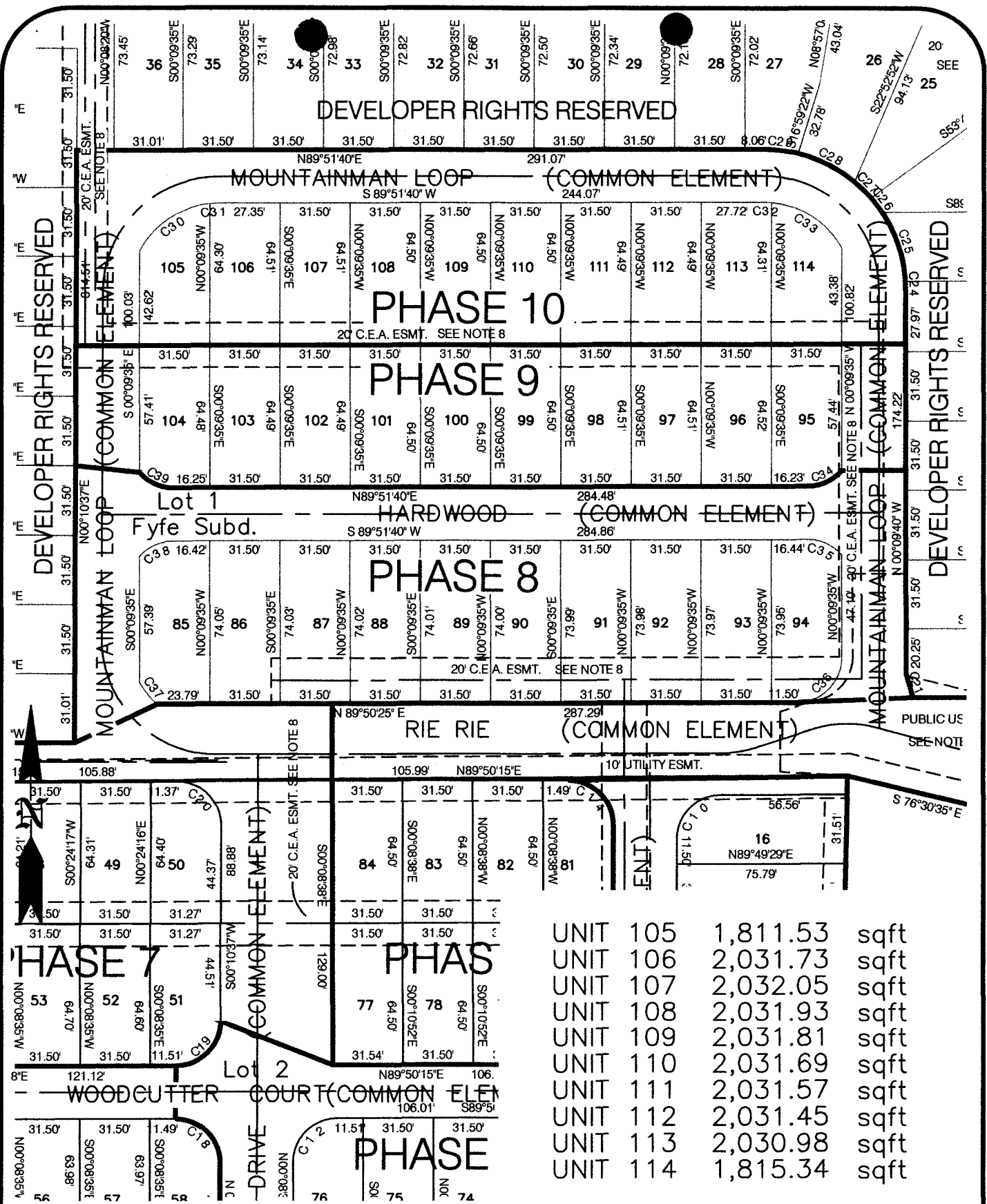


E. 59th Ave.

DEVELOPMENT PLAN FOR PHASE 10 *LITTLE BEAR SERVICES*
WOODED ACRES CONDOMINIUMS
 N.T.S.

525 WEST 54th AVENUE
 Anchorage, Alaska 99518
 Phone (907) 677-1040
 Fax (907) 677-1165



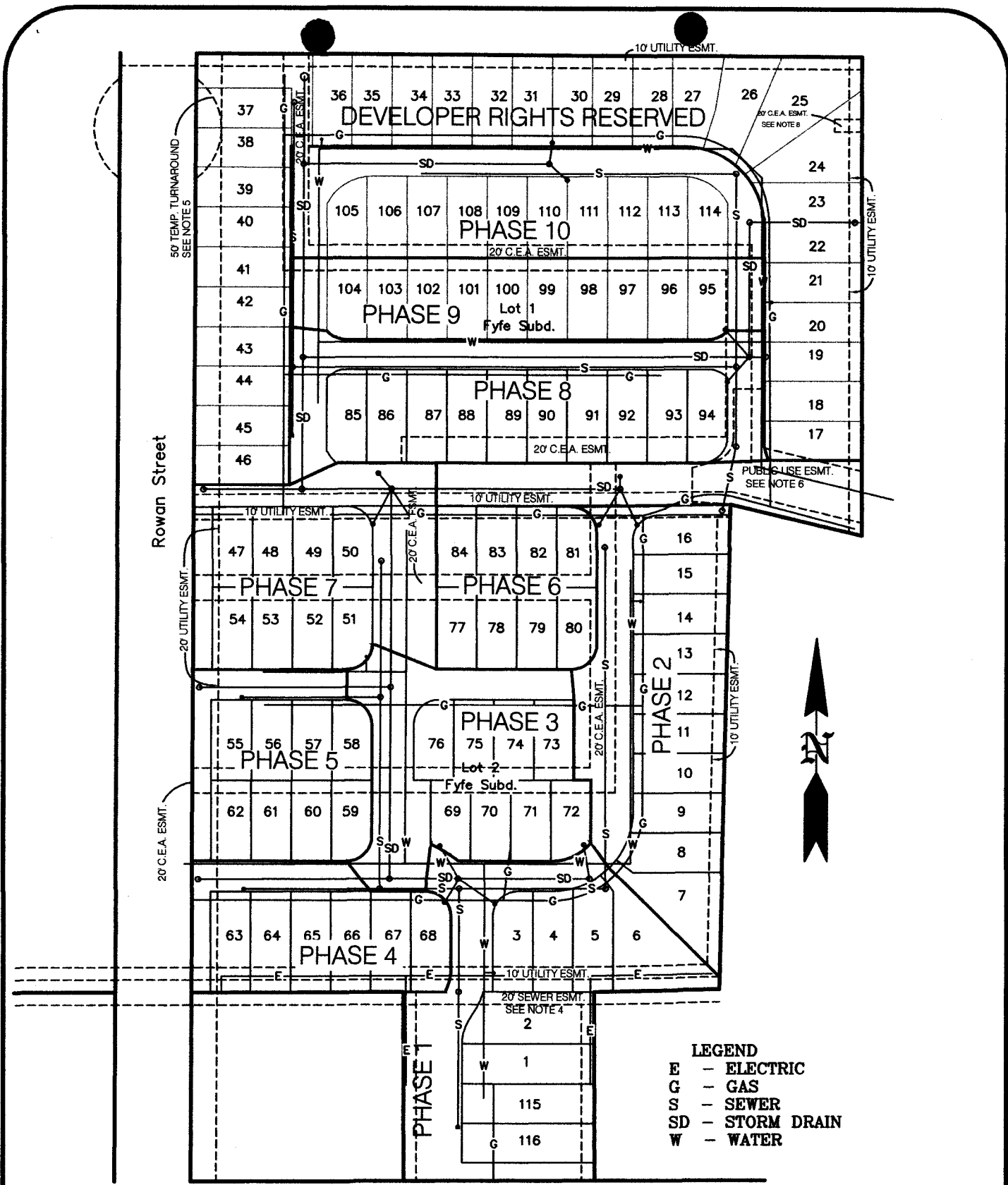


UNIT 105	1,811.53	sqft
UNIT 106	2,031.73	sqft
UNIT 107	2,032.05	sqft
UNIT 108	2,031.93	sqft
UNIT 109	2,031.81	sqft
UNIT 110	2,031.69	sqft
UNIT 111	2,031.57	sqft
UNIT 112	2,031.45	sqft
UNIT 113	2,030.98	sqft
UNIT 114	1,815.34	sqft

DEVELOPMENT PLAN FOR PHASE 10 *LITTLE BEAR SERVICES*
WOODED ACRES CONDOMINIUMS
 N.T.S.

525 WEST 54th AVENUE
 Anchorage, Alaska 99518
 Phone (907) 677-1040
 Fax (907) 677-1165





- LEGEND**
- E - ELECTRIC
 - G - GAS
 - S - SEWER
 - SD - STORM DRAIN
 - W - WATER

UTILITY PLAN FOR WOODED
ACRES CONDOMINIUMS LOT 1
N.T.S.

LITTLE BEAR SERVICES
525 WEST 54th AVENUE
Anchorage, Alaska 99518
Phone (907) 677-1040
Fax (907) 677-1165

DECLARATION
FOR
WOODED ACRES CONDOMINIUMS

Amended Exhibit 3

TABLE OF UNIT AREAS

<u>Unit Number</u>	<u>Street Address</u>	<u>Unit Areas</u>
1	5853 Wooded Acres Drive	3275.98 sq. ft.
2	5851 Wooded Acres Drive	3963.87 sq. ft.
3	1632 Woodroe Lane	2443.57 sq. ft.
4	1634 Woodroe Lane	2540.92 sq. ft.
5	1640 Woodroe Lane	2729.72 sq. ft.
6	1642 Woodroe Lane	4503.76 sq. ft.
7	1648 Woodroe Lane	3643.51 sq. ft.
8	1650 Woodroe Lane	2425.05 sq. ft.
9	1656 Woodroe Lane	2245.50 sq. ft.
10	1658 Woodroe Lane	2254.75 sq. ft.
11	1662 Woodroe Lane	2278.88 sq. ft.
12	1664 Woodroe Lane	2303.00 sq. ft.
13	1672 Woodroe Lane	2327.13 sq. ft.
14	1674 Woodroe Lane	2351.24 sq. ft.
15	1680 Woodroe Lane	2375.37 sq. ft.
16	1682 Woodroe Lane	2313.71 sq. ft.
47	1602 Rie Rie Drive	2021.20 sq. ft.
48	1604 Rie Rie Drive	2024.16 sq. ft.
49	1614 Rie Rie Drive	2027.12 sq. ft.
50	1616 Rie Rie Drive	1942.98 sq. ft.
51	1615 Woodcutter Court	1947.70 sq. ft.
52	1613 Woodcutter Court	2036.44 sq. ft.
53	1607 Woodcutter Court	2039.39 sq. ft.
54	1605 Woodcutter Court	2042.36 sq. ft.
55	1604 Woodcutter Court	2050.73 sq. ft.
56	1606 Woodcutter Court	2015.62 sq. ft.
57	1612 Woodcutter Court	2015.28 sq. ft.



58	1614 Woodcutter Court	1929.04 sq. ft.
59	1611 Woodroe Lane	1963.28 sq. ft.
60	1609 Woodroe Lane	2016.71 sq. ft.
61	1603 Woodroe Lane	2016.37 sq. ft.
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63	1600 Woodroe Lane	2529.45 sq. ft.
64	1602 Woodroe Lane	2529.45 sq. ft.
65	1608 Woodroe Lane	2529.45 sq. ft.
66	1610 Woodroe Lane	2529.45 sq. ft.
67	1620 Woodroe Lane	2529.45 sq. ft.
68	1622 Woodroe Lane	2417.05 sq. ft.
69	1625 Woodroe Lane	1855.50 sq. ft.
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75	1628 Woodcutter Court	2015.87 sq. ft.
76	1626 Woodcutter Court	1930.04 sq. ft.
77	1627 Woodcutter Court	2033.08 sq. ft.
78	1629 Woodcutter Court	2031.74 sq. ft.
79	1637 Woodcutter Court	2031.74 sq. ft.
80	1639 Woodcutter Court	1944.62 sq. ft.
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83	1626 Rie Rie Drive	2031.76 sq. ft.
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93	1658 Hardwood Court	2329.73 sq. ft.
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104	1601 Hardwood Court	1998.27 sq. ft.
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107	1638 Mountainman Loop	2032.05 sq. ft.
108	1640 Mountainman Loop	2031.93 sq. ft.
109	1644 Mountainman Loop	2031.81 sq. ft.
110	1646 Mountainman Loop	2031.69 sq. ft.
111	1650 Mountainman Loop	2031.57 sq. ft.
112	1652 Mountainman Loop	2031.45 sq. ft.
113	1656 Mountainman Loop	2030.98 sq. ft.
114	1658 Mountainman Loop	1815.34 sq. ft.
115	5865 Wooded Acres Drive	3276.00 sq. ft.
116	5867 Wooded Acres Drive	3276.00 sq. ft.





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DECLARATION
FOR
WOODED ACRES CONDOMINIUMS

Phase 11 Amendment

HALLMARK INVESTMENTS, LLC, the Declarant of the Declaration for Wooded Acres Condominiums, on September 23, 2003, recorded the Declaration under Document No. 2003-098622-0. The Declaration applies to property described as:

Lots 1 and 2, Block 3, FYFE SUBDIVISION, according to Plat No. 72-57, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Along with the Declaration, Declarant filed a unit survey and development plan, under Plat No. 2003-131, that illustrated the Phase 1 units and common elements, as well as the future phase units and common elements for which Development Rights were reserved, pursuant to Article VIII of the Declaration. The units created in Phase 1 were Units 1-6, 115 and 116.

A Phase 2 amendment, recorded on October 22, 2003, under Document No. 2003-1111645-0, created 10 additional units, Units 7-16, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152.

The Phase 3 amendment, recorded February 10, 2004, under Document No. 2004-008767-0, created 8 additional units, Units 69-76, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152.

The Phase 4 amendment, recorded May 27, 2004, under Document No. 2004-038423-0, created 6 additional units, Units 63-68, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152.

The Phase 5 amendment, recorded July 20, 2004, under Document No. 2004-0553483-0, created 8 additional units, Units 55-62, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. Because the Phase 5 amendment was inadvertently recorded with the signature of the mortgagee, but without the notarization of the mortgagee's signature, a separate Mortgagee Consent to Phase 5 amendment was recorded on July 27, 2004, under Document No. 2004-055147-0.

The Phase 6 amendment, recorded September 17, 2004, under Document No. 2004-07023-0, created 8 additional units, Units 77-84, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. A portion of new common element located on Lot 1, Block 3, Fyfe Subdivision, is shown on the unit survey and development plan filed as Plat No. 2004-109.

The Phase 7 amendment, recorded October 7, 2004, under Document No. 2004-075727-0, created 8 additional units, Units 47-54, and additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. A portion of new common element located on Lot 1, Block 3, Fyfe Subdivision, is shown on the unit survey and development plan filed as Plat No. 2004-114.

The Phase 8 amendment, recorded March 7, 2005, under Document No. 2005-013999-0, created 10 additional units, Units 85-94, and additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2004-114.

The Phase 9 amendment, recorded May 25, 2005, under Document No. 2005-034740-0, created 10 additional units, Units 95-104, and additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2004-114.

The Phase 10 amendment, recorded June 29, 2005, under Document No. 2005-044596-0, created 10 additional units, Units 95-104, and additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2004-114.

The purpose of the present amendment, pursuant to Declarant's reserved rights under Article VIII of the Declaration is to create 10 additional units and submit them to the jurisdiction of the Wooded Acres Condominium Association. The Phase 11 units are shown on the unit survey and development plan filed under Plat No. 2004-114 . The Units are



also shown on the Phase 11 development plan attached as Exhibit 2 to this amendment. The Phase 11 units are Units 17-26.

17 Through 26

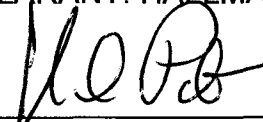
Hallmark Investments, LLC, declares that the units created by this Phase 11 amendment shall be held and conveyed subject to the terms, covenants, restrictions and conditions of the Declaration.

Attached to this Amendment are the revised Exhibit 1, the Table of Allocated Interests, revised Exhibit 2, the Development Plan, and the revised Exhibit 3, the Table of Unit Areas.

No other part or portion of the Declaration is amended hereby, except as may be necessarily implied to give full force and effect to this Amendment.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed this 12 day of October, 2005.

DECLARANT: HALLMARK INVESTMENTS, LLC

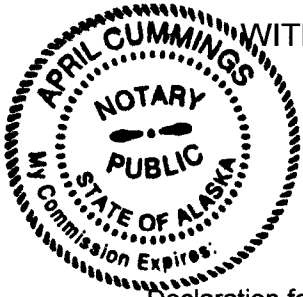



John DePorter, Managing Member

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 12 day of October, 2005, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared JOHN DePORTER, known to me and to me known to be the Managing Member of HALLMARK INVESTMENTS, LLC, and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of HALLMARK INVESTMENTS, LLC, for the uses and purposes therein set forth pursuant to the operating agreement or a resolution of the membership.

WITNESS my hand and notarial seal the day and year first hereinabove written.





Notary Public in and for Alaska
My Commission Expires: July 15, 2009

Declaration for Wooded Acres Condominiums
Phase 11 Amendment

MORTGAGEE CONSENT: NORTHRIM BANK

By: [Signature]
Tara Tetzlaff, Vice President

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

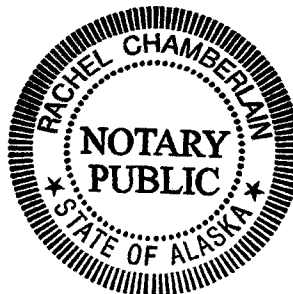
THIS IS TO CERTIFY that on this 17 day of October, 2005, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared TARA TETZLAFF, known to me and to me known to be a Vice President of NORTHRIM BANK, and known to me to be the individual named in and who executed the foregoing document, and she acknowledged to me that she was authorized to execute the foregoing document on behalf of NORTHRIM BANK for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first hereinabove written.

[Signature]
Notary Public in and for Alaska
My Commission Expires: 06/10/08

AFTER RECORDING RETURN TO:

Sandra J. Wicks, Esq.
3237 W. 31st Avenue
Anchorage, Alaska 99517



DECLARATION
FOR
WOODED ACRES CONDOMINIUMS
Amended Exhibit 1

TABLE OF ALLOCATED INTERESTS

<u>Unit Number</u>	<u>Street Address</u>	<u>%Liability for Common Expenses*</u>	<u>Votes</u>
1	5853 Wooded Acres Drive	1	1
2	5851 Wooded Acres Drive	1	1
3	1632 Woodroe Lane	1	1
4	1634 Woodroe Lane	1	1
5	1640 Woodroe Lane	1	1
6	1642 Woodroe Lane	1	1
7	1648 Woodroe Lane	1	1
8	1650 Woodroe Lane	1	1
9	1656 Woodroe Lane	1	1
10	1658 Woodroe Lane	1	1
11	1662 Woodroe Lane	1	1
12	1664 Woodroe Lane	1	1
13	1672 Woodroe Lane	1	1
14	1674 Woodroe Lane	1	1
15	1680 Woodroe Lane	1	1
16	1682 Woodroe Lane	1	1
17	1687 Mountainman Loop	1	1
18	1685 Mountainman Loop	1	1
19	1681 Mountainman Loop	1	1
20	1679 Mountainman Loop	1	1
21	1675 Mountainman Loop	1	1
22	1673 Mountainman Loop	1	1
23	1669 Mountainman Loop	1	1
24	1667 Mountainman Loop	1	1
25	1665 Mountainman Loop	1	1
26	1663 Mountainman Loop	1	1



47	1600 Rie Rie Drive	1	1
48	1602 Rie Rie Drive	1	1
49	1614 Rie Rie Drive	1	1
50	1616 Rie Rie Drive	1	1
51	1617 Woodcutter Court	1	1
52	1615 Woodcutter Court	1	1
53	1603 Woodcutter Court	1	1
54	1601 Woodcutter Court	1	1
55	1600 Woodcutter Court	1	1
56	1602 Woodcutter Court	1	1
57	1614 Woodcutter Court	1	1
58	1616 Woodcutter Court	1	1
59	1609 Woodroe Lane	1	1
60	1607 Woodroe Lane	1	1
61	1603 Woodroe Lane	1	1
62	1601 Woodroe Lane	1	1
63	1600 Woodroe Lane	1	1
64	1602 Woodroe Lane	1	1
65	1606 Woodroe Lane	1	1
66	1608 Woodroe Lane	1	1
67	1612 Woodroe Lane	1	1
68	1614 Woodroe Lane	1	1
69	1615 Woodroe Lane	1	1
70	1617 Woodroe Lane	1	1
71	1619 Woodroe Lane	1	1
72	1621 Woodroe Lane	1	1
73	1644 Woodcutter Court	1	1
74	1642 Woodcutter Court	1	1
75	1630 Woodcutter Court	1	1
76	1628 Woodcutter Court	1	1
77	1629 Woodcutter Court	1	1
78	1631 Woodcutter Court	1	1
79	1643 Woodcutter Court	1	1
80	1645 Woodcutter Court	1	1
81	1644 Rie Rie Drive	1	1
82	1642 Rie Rie Drive	1	1
83	1630 Rie Rie Drive	1	1
84	1628 Rie Rie Drive	1	1
85	1602 Hardwood Court	1	1



86	1604 Hardwood Court	1	1
87	1616 Hardwood Court	1	1
88	1618 Hardwood Court	1	1
89	1630 Hardwood Court	1	1
90	1632 Hardwood Court	1	1
91	1644 Hardwood Court	1	1
92	1646 Hardwood Court	1	1
93	1658 Hardwood Court	1	1
94	1660 Hardwood Court	1	1
95	1661 Hardwood Court	1	1
96	1659 Hardwood Court	1	1
97	1649 Hardwood Court	1	1
98	1647 Hardwood Court	1	1
99	1629 Hardwood Court	1	1
100	1627 Hardwood Court	1	1
101	1617 Hardwood Court	1	1
102	1615 Hardwood Court	1	1
103	1603 Hardwood Court	1	1
104	1601 Hardwood Court	1	1
105	1632 Mountainman Loop	1	1
106	1634 Mountainman Loop	1	1
107	1638 Mountainman Loop	1	1
108	1640 Mountainman Loop	1	1
109	1644 Mountainman Loop	1	1
110	1646 Mountainman Loop	1	1
111	1650 Mountainman Loop	1	1
112	1652 Mountainman Loop	1	1
113	1656 Mountainman Loop	1	1
114	1658 Mountainman Loop	1	1
115	5865 Wooded Acres Drive	1	1
116	5867 Wooded Acres Drive	1	1
TOTAL		100%	96

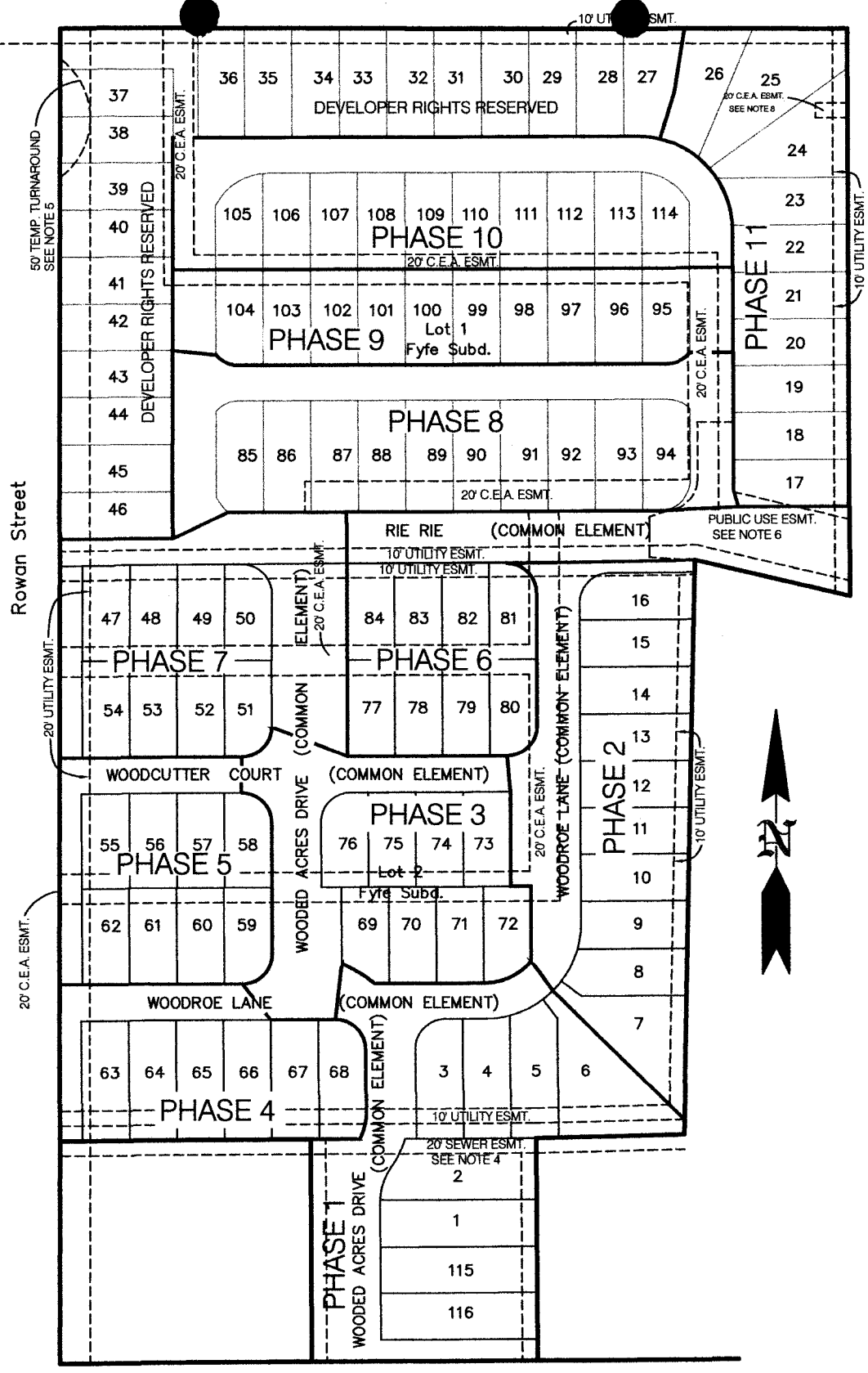
*Actual percentage 1.0416%, rounded to 1% for convenience.

If all 116 Units are developed and added to the Association, the percentage undivided interest per Unit will be .8520%, rounded to .85% for convenience.



DECLARATION
FOR
WOODED ACRES CONDOMINIUMS
Amended Exhibit 2
DEVELOPMENT PLAN





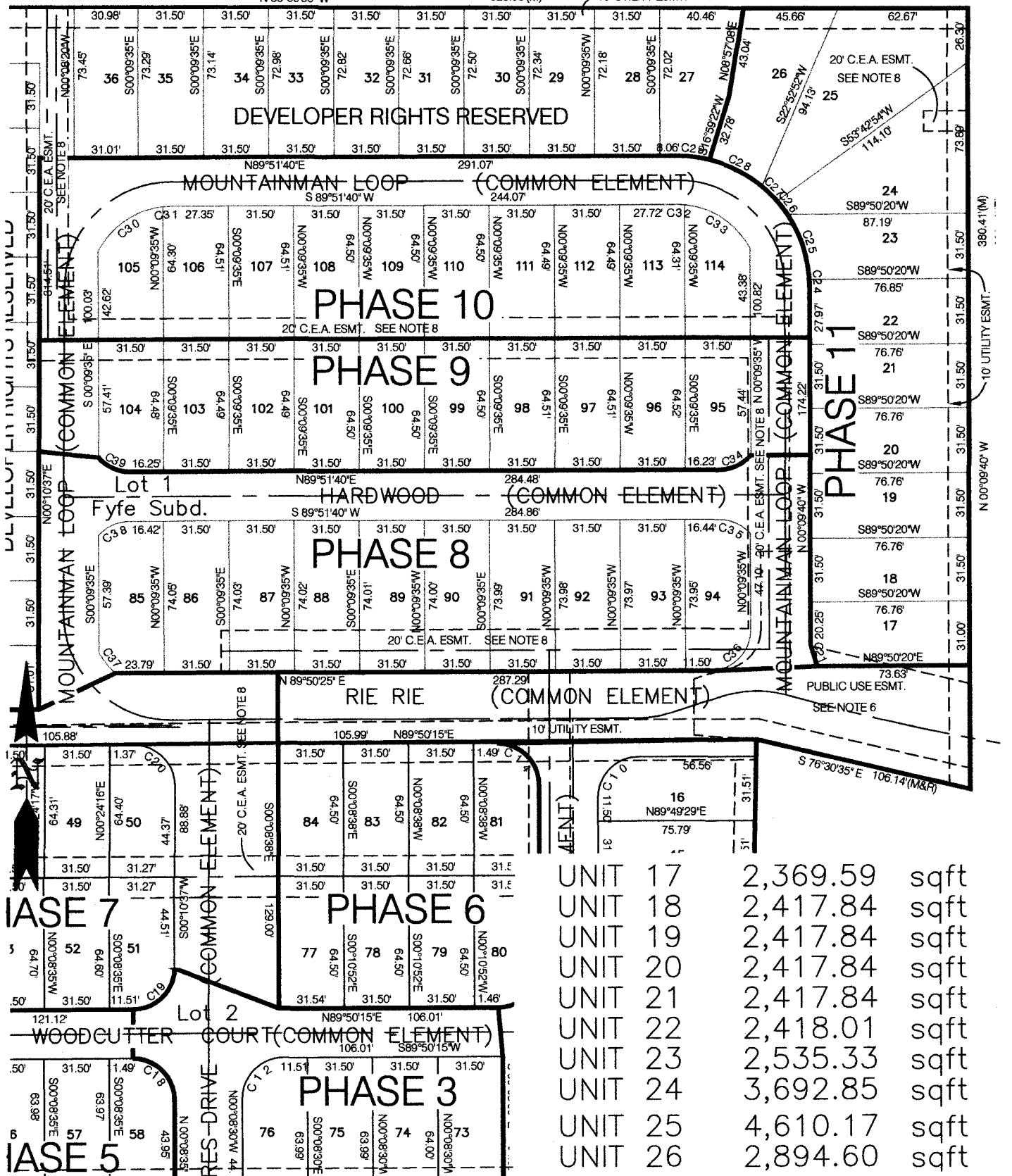
E. 59th Ave.

DEVELOPMENT PLAN FOR PHASE 11 *LITTLE BEAR SERVICES* WOODED ACRES CONDOMINIUMS N.T.S.

525 WEST 54th AVENUE
 Anchorage, Alaska 99518
 Phone (907) 677-1040
 Fax (907) 677-1185



N 89°50'58" W 525.00'(R)
 N 89°50'58" W 523.03'(M)
 10' UTILITY ESMT.

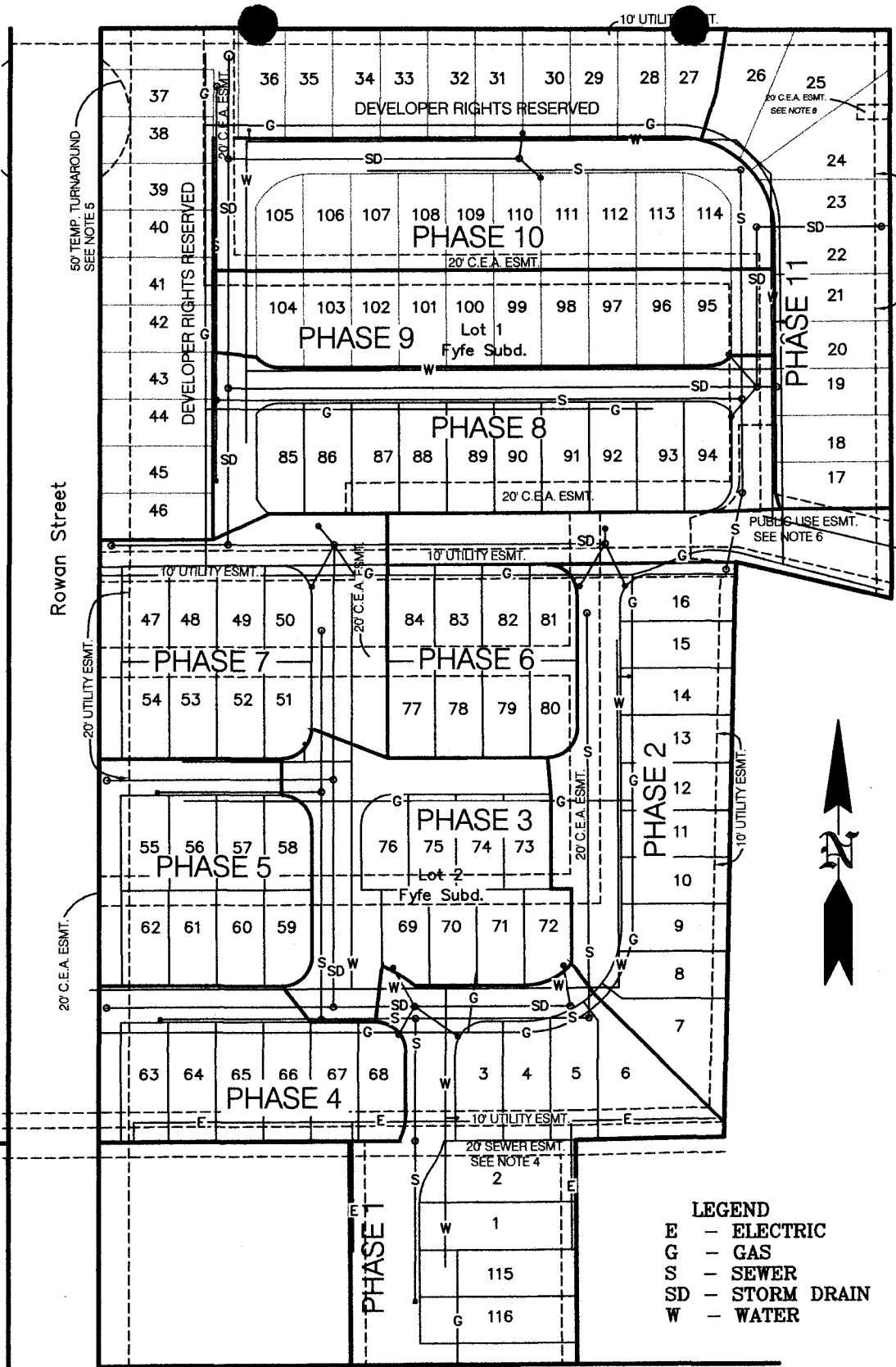


UNIT 17	2,369.59	sqft
UNIT 18	2,417.84	sqft
UNIT 19	2,417.84	sqft
UNIT 20	2,417.84	sqft
UNIT 21	2,417.84	sqft
UNIT 22	2,418.01	sqft
UNIT 23	2,535.33	sqft
UNIT 24	3,692.85	sqft
UNIT 25	4,610.17	sqft
UNIT 26	2,894.60	sqft

DEVELOPMENT PLAN FOR PHASE 11 LITTLE BEAR SERVICES
WOODED ACRES CONDOMINIUMS
 N.T.S.

525 WEST 54th AVENUE
 Anchorage, Alaska 99518
 Phone (907) 677-1040
 Fax (907) 677-1165





- LEGEND**
- E - ELECTRIC
 - G - GAS
 - S - SEWER
 - SD - STORM DRAIN
 - W - WATER

E. 59th Ave.

UTILITY PLAN FOR WOODED ACRES CONDOMINIUMS LOT 1

N.T.S.

LITTLE BEAR SERVICES

525 WEST 54th AVENUE
 Anchorage, Alaska 99518
 Phone (907) 677-1040
 Fax (907) 677-1165



**DECLARATION
FOR
WOODED ACRES CONDOMINIUMS**

Amended Exhibit 3

TABLE OF UNIT AREAS

<u>Unit Number</u>	<u>Street Address</u>	<u>Unit Areas</u>
1	5853 Wooded Acres Drive	3275.98 sq. ft.
2	5851 Wooded Acres Drive	3963.87 sq. ft.
3	1632 Woodroe Lane	2443.57 sq. ft.
4	1634 Woodroe Lane	2540.92 sq. ft.
5	1640 Woodroe Lane	2729.72 sq. ft.
6	1642 Woodroe Lane	4503.76 sq. ft.
7	1648 Woodroe Lane	3643.51 sq. ft.
8	1650 Woodroe Lane	2425.05 sq. ft.
9	1656 Woodroe Lane	2245.50 sq. ft.
10	1658 Woodroe Lane	2254.75 sq. ft.
11	1662 Woodroe Lane	2278.88 sq. ft.
12	1664 Woodroe Lane	2303.00 sq. ft.
13	1672 Woodroe Lane	2327.13 sq. ft.
14	1674 Woodroe Lane	2351.24 sq. ft.
15	1680 Woodroe Lane	2375.37 sq. ft.
16	1682 Woodroe Lane	2313.71 sq. ft.
17	1687 Mountainman Loop	2369.59 sq. ft.
18	1685 Mountainman Loop	2417.84 sq. ft.
19	1681 Mountainman Loop	2417.84 sq. ft.
20	1679 Mountainman Loop	2417.84 sq. ft.
21	1675 Mountainman Loop	2417.84 sq. ft.
22	1673 Mountainman Loop	2418.01 sq. ft.
23	1669 Mountainman Loop	2535.33 sq. ft.
24	1667 Mountainman Loop	3692.85 sq. ft.
25	1665 Mountainman Loop	4610.17 sq. ft.
26	1663 Mountainman Loop	2894.60 sq. ft.



47	1602 Rie Rie Drive	2021.20 sq. ft.
48	1604 Rie Rie Drive	2024.16 sq. ft.
49	1614 Rie Rie Drive	2027.12 sq. ft.
50	1616 Rie Rie Drive	1942.98 sq. ft.
51	1615 Woodcutter Court	1947.70 sq. ft.
52	1613 Woodcutter Court	2036.44 sq. ft.
53	1607 Woodcutter Court	2039.39 sq. ft.
54	1605 Woodcutter Court	2042.36 sq. ft.
55	1604 Woodcutter Court	2050.73 sq. ft.
56	1606 Woodcutter Court	2015.62 sq. ft.
57	1612 Woodcutter Court	2015.28 sq. ft.
58	1614 Woodcutter Court	1929.04 sq. ft.
59	1611 Woodroe Lane	1963.28 sq. ft.
60	1609 Woodroe Lane	2016.71 sq. ft.
61	1603 Woodroe Lane	2016.37 sq. ft.
62	1601 Woodroe Lane	2016.03 sq. ft.
63	1600 Woodroe Lane	2529.45 sq. ft.
64	1602 Woodroe Lane	2529.45 sq. ft.
65	1608 Woodroe Lane	2529.45 sq. ft.
66	1610 Woodroe Lane	2529.45 sq. ft.
67	1620 Woodroe Lane	2529.45 sq. ft.
68	1622 Woodroe Lane	2417.05 sq. ft.
69	1625 Woodroe Lane	1855.50 sq. ft.
70	1627 Woodroe Lane	2016.16 sq. ft.
71	1633 Woodroe Lane	2016.14 sq. ft.
72	1635 Woodroe Lane	1880.26 sq. ft.
73	1638 Woodcutter Court	2015.87 sq. ft.
74	1636 Woodcutter Court	2015.85 sq. ft.
75	1628 Woodcutter Court	2015.87 sq. ft.
76	1626 Woodcutter Court	1930.04 sq. ft.
77	1627 Woodcutter Court	2033.08 sq. ft.
78	1629 Woodcutter Court	2031.74 sq. ft.
79	1637 Woodcutter Court	2031.74 sq. ft.
80	1639 Woodcutter Court	1944.62 sq. ft.
81	1636 Rie Rie Drive	1945.85 sq. ft.
82	1634 Rie Rie Drive	2031.76 sq. ft.
83	1626 Rie Rie Drive	2031.76 sq. ft.
84	1624 Rie Rie Drive	2031.76 sq. ft.
85	1602 Hardwood Court	2267.20 sq. ft.
86	1604 Hardwood Court	2332.27 sq. ft.



87	1616 Hardwood Court	2331.90 sq. ft.
88	1618 Hardwood Court	2331.54 sq. ft.
89	1630 Hardwood Court	2331.18 sq. ft.
90	1632 Hardwood Court	2330.82 sq. ft.
91	1644 Hardwood Court	2330.46 sq. ft.
92	1646 Hardwood Court	2330.10 sq. ft.
93	1658 Hardwood Court	2329.73 sq. ft.
94	1660 Hardwood Court	2211.92 sq. ft.
95	1661 Hardwood Court	1999.28 sq. ft.
96	1659 Hardwood Court	2032.17 sq. ft.
97	1649 Hardwood Court	2032.05 sq. ft.
98	1647 Hardwood Court	2031.93 sq. ft.
99	1629 Hardwood Court	2031.81 sq. ft.
100	1627 Hardwood Court	2031.69 sq. ft.
101	1617 Hardwood Court	2031.57 sq. ft.
102	1615 Hardwood Court	2031.45 sq. ft.
103	1603 Hardwood Court	2031.32 sq. ft.
104	1601 Hardwood Court	1998.27 sq. ft.
105	1632 Mountainman Loop	1181.53 sq. ft.
106	1634 Mountainman Loop	2031.73 sq. ft.
107	1638 Mountainman Loop	2032.05 sq. ft.
108	1640 Mountainman Loop	2031.93 sq. ft.
109	1644 Mountainman Loop	2031.81 sq. ft.
110	1646 Mountainman Loop	2031.69 sq. ft.
111	1650 Mountainman Loop	2031.57 sq. ft.
112	1652 Mountainman Loop	2031.45 sq. ft.
113	1656 Mountainman Loop	2030.98 sq. ft.
114	1658 Mountainman Loop	1815.34 sq. ft.
115	5865 Wooded Acres Drive	3276.00 sq. ft.
116	5867 Wooded Acres Drive	3276.00 sq. ft.



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2005-78392-0

Recording Dist: 301 - Anchorage
10/31/2005 10:46 AM Pages: 1 of 15



CC

**DECLARATION
FOR
WOODED ACRES CONDOMINIUMS**

Phase 12 Amendment

HALLMARK INVESTMENTS, LLC, the Declarant of the Declaration for Wooded Acres Condominiums, on September 23, 2003, recorded the Declaration under Document No. 2003-098622-0. The Declaration applies to property described as:

Lots 1 and 2, Block 3, FYFE SUBDIVISION, according to Plat No. 72-57, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Along with the Declaration, Declarant filed a unit survey and development plan, under Plat No. 2003-131, that illustrated the Phase 1 units and common elements, as well as the future phase units and common elements for which Development Rights were reserved, pursuant to Article VIII of the Declaration. The units created in Phase 1 were Units 1-6, 115 and 116.

A Phase 2 amendment, recorded on October 22, 2003, under Document No. 2003-1111645-0, created 10 additional units, Units 7-16, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152.

The Phase 3 amendment, recorded February 10, 2004, under Document No. 2004-008767-0, created 8 additional units, Units 69-76, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152.

The Phase 4 amendment, recorded May 27, 2004, under Document No. 2004-038423-0, created 6 additional units, Units 63-68, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152.

The Phase 5 amendment, recorded July 20, 2004, under Document No. 2004-0553483-0, created 8 additional units, Units 55-62, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. Because the Phase 5 amendment was inadvertently recorded with the signature of the mortgagee, but without the notarization of the mortgagee's signature, a separate Mortgagee Consent to Phase 5 amendment was recorded on July 27, 2004, under Document No. 2004-055147-0.

The Phase 6 amendment, recorded September 17, 2004, under Document No. 2004-07023-0, created 8 additional units, Units 77-84, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. A portion of new common element located on Lot 1, Block 3, Fyfe Subdivision, is shown on the unit survey and development plan filed as Plat No. 2004-109.

The Phase 7 amendment, recorded October 7, 2004, under Document No. 2004-075727-0, created 8 additional units, Units 47-54, and additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. A portion of new common element located on Lot 1, Block 3, Fyfe Subdivision, is shown on the unit survey and development plan filed as Plat No. 2004-114.

The Phase 8 amendment, recorded March 7, 2005, under Document No. 2005-013999-0, created 10 additional units, Units 85-94, and additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2004-114.

The Phase 9 amendment, recorded May 25, 2005, under Document No. 2005-034740-0, created 10 additional units, Units 95-104, and additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2004-114.

The Phase 10 amendment, recorded June 29, 2005, under Document No. 2005-044596-0, created 10 additional units, Units 95-104, and additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2004-114.

The Phase 11 amendment, recorded October 12, 2005, under Document No. 2005-074782-0, created 10 additional units, Units 17-26, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2004-114.



The purpose of the present amendment, pursuant to Declarant's reserved rights under Article VIII of the Declaration is to create 10 additional units and an additional common element and submit them to the jurisdiction of the Wooded Acres Condominium Association. The Phase 12 units are shown on the unit survey and development plan filed under Plat No. 2004-114 . The Units are also shown on the Phase 12 development plan attached as Exhibit 2 to this amendment. The Phase 12 units are Units 37through 46.

Hallmark Investments, LLC, declares that the units and common element created by this Phase 12 amendment shall be held and conveyed subject to the terms, covenants, restrictions and conditions of the Declaration.

Attached to this Amendment are the revised Exhibit 1, the Table of Allocated Interests, revised Exhibit 2, the Development Plan, and the revised Exhibit 3, the Table of Unit Areas.

No other part or portion of the Declaration is amended hereby, except as may be necessarily implied to give full force and effect to this Amendment.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed this 31 day of October, 2005.

DECLARANT: HALLMARK INVESTMENTS, LLC

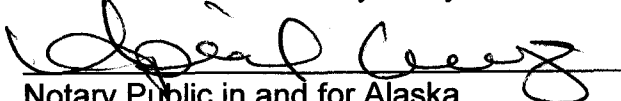


John DePorter, Managing Member

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 31 day of October, 2005, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared JOHN DePORTER, known to me and to me known to be the Managing Member of HALLMARK INVESTMENTS, LLC, and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of HALLMARK INVESTMENTS, LLC, for the uses and purposes therein set forth pursuant to the operating agreement or a resolution of the membership.

WITNESS my hand and notarial seal the day and year first hereinabove written.



Notary Public in and for Alaska
My Commission Expires: July 15 2009



MORTGAGEE CONSENT: NORTHRIM BANK

By: [Signature]
Tara Tetzlaff, Vice President

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

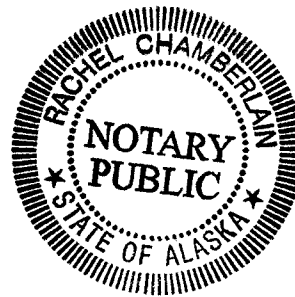
THIS IS TO CERTIFY that on this 28th day of October, 2005, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared TARA TETZLAFF, known to me and to me known to be a Vice President of NORTHRIM BANK, and known to me to be the individual named in and who executed the foregoing document, and she acknowledged to me that she was authorized to execute the foregoing document on behalf of NORTHRIM BANK for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first hereinabove written.

[Signature]
Notary Public in and for Alaska
My Commission Expires: 06/10/08

AFTER RECORDING RETURN TO:

Sandra J. Wicks, Esq.
3237 W. 31st Avenue
Anchorage, Alaska 99517



DECLARATION
FOR
WOODED ACRES CONDOMINIUMS
Amended Exhibit 1

TABLE OF ALLOCATED INTERESTS

<u>Unit Number</u>	<u>Street Address</u>	<u>%Liability for Common Expenses*</u>	<u>Votes</u>
1	5853 Wooded Acres Drive	.9	1
2	5851 Wooded Acres Drive	.9	1
3	1632 Woodroe Lane	.9	1
4	1634 Woodroe Lane	.9	1
5	1640 Woodroe Lane	.9	1
6	1642 Woodroe Lane	.9	1
7	1648 Woodroe Lane	.9	1
8	1650 Woodroe Lane	.9	1
9	1656 Woodroe Lane	.9	1
10	1658 Woodroe Lane	.9	1
11	1662 Woodroe Lane	.9	1
12	1664 Woodroe Lane	.9	1
13	1672 Woodroe Lane	.9	1
14	1674 Woodroe Lane	.9	1
15	1680 Woodroe Lane	.9	1
16	1682 Woodroe Lane	.9	1
17	1687 Mountainman Loop	.9	1
18	1685 Mountainman Loop	.9	1
19	1681 Mountainman Loop	.9	1
20	1679 Mountainman Loop	.9	1
21	1675 Mountainman Loop	.9	1
22	1673 Mountainman Loop	.9	1
23	1669 Mountainman Loop	.9	1
24	1667 Mountainman Loop	.9	1
25	1665 Mountainman Loop	.9	1
26	1663 Mountainman Loop	.9	1



37	1625 Mountainman Loop	.9	1
38	1623 Mountainman Loop	.9	1
39	1621 Mountainman Loop	.9	1
40	1619 Mountainman Loop	.9	1
41	1615 Mountainman Loop	.9	1
42	1613 Mountainman Loop	.9	1
43	1611 Mountainman Loop	.9	1
44	1609 Mountainman Loop	.9	1
45	1607 Mountainman Loop	.9	1
46	1605 Mountainman Loop	.9	1
47	1600 Rie Rie Drive	.9	1
48	1602 Rie Rie Drive	.9	1
49	1614 Rie Rie Drive	.9	1
50	1616 Rie Rie Drive	.9	1
51	1617 Woodcutter Court	.9	1
52	1615 Woodcutter Court	.9	1
53	1603 Woodcutter Court	.9	1
54	1601 Woodcutter Court	.9	1
55	1600 Woodcutter Court	.9	1
56	1602 Woodcutter Court	.9	1
57	1614 Woodcutter Court	.9	1
58	1616 Woodcutter Court	.9	1
59	1609 Woodroe Lane	.9	1
60	1607 Woodroe Lane	.9	1
61	1603 Woodroe Lane	.9	1
62	1601 Woodroe Lane	.9	1
63	1600 Woodroe Lane	.9	1
64	1602 Woodroe Lane	.9	1
65	1606 Woodroe Lane	.9	1
66	1608 Woodroe Lane	.9	1
67	1612 Woodroe Lane	.9	1
68	1614 Woodroe Lane	.9	1
69	1615 Woodroe Lane	.9	1
70	1617 Woodroe Lane	.9	1
71	1619 Woodroe Lane	.9	1
72	1621 Woodroe Lane	.9	1
73	1644 Woodcutter Court	.9	1
74	1642 Woodcutter Court	.9	1



75	1630 Woodcutter Court	.9	1
76	1628 Woodcutter Court	.9	1
77	1629 Woodcutter Court	.9	1
78	1631 Woodcutter Court	.9	1
79	1643 Woodcutter Court	.9	1
80	1645 Woodcutter Court	.9	1
81	1644 Rie Rie Drive	.9	1
82	1642 Rie Rie Drive	.9	1
83	1630 Rie Rie Drive	.9	1
84	1628 Rie Rie Drive	.9	1
85	1602 Hardwood Court	.9	1
86	1604 Hardwood Court	.9	1
87	1616 Hardwood Court	.9	1
88	1618 Hardwood Court	.9	1
89	1630 Hardwood Court	.9	1
90	1632 Hardwood Court	.9	1
91	1644 Hardwood Court	.9	1
92	1646 Hardwood Court	.9	1
93	1658 Hardwood Court	.9	1
94	1660 Hardwood Court	.9	1
95	1661 Hardwood Court	.9	1
96	1659 Hardwood Court	.9	1
97	1649 Hardwood Court	.9	1
98	1647 Hardwood Court	.9	1
99	1629 Hardwood Court	.9	1
100	1627 Hardwood Court	.9	1
101	1617 Hardwood Court	.9	1
102	1615 Hardwood Court	.9	1
103	1603 Hardwood Court	.9	1
104	1601 Hardwood Court	.9	1
105	1632 Mountainman Loop	.9	1
106	1634 Mountainman Loop	.9	1
107	1638 Mountainman Loop	.9	1
108	1640 Mountainman Loop	.9	1
109	1644 Mountainman Loop	.9	1
110	1646 Mountainman Loop	.9	1
111	1650 Mountainman Loop	.9	1
112	1652 Mountainman Loop	.9	1
113	1656 Mountainman Loop	.9	1



114	1658 Mountainman Loop	.9	1
115	5865 Wooded Acres Drive	.9	1
116	5867 Wooded Acres Drive	.9	1
	TOTAL	100%	106

*Actual percentage .9433%, rounded to .9% for convenience.
 If all 116 Units are developed and added to the Association, the percentage undivided interest per Unit will be .8520%, rounded to .85% for convenience.

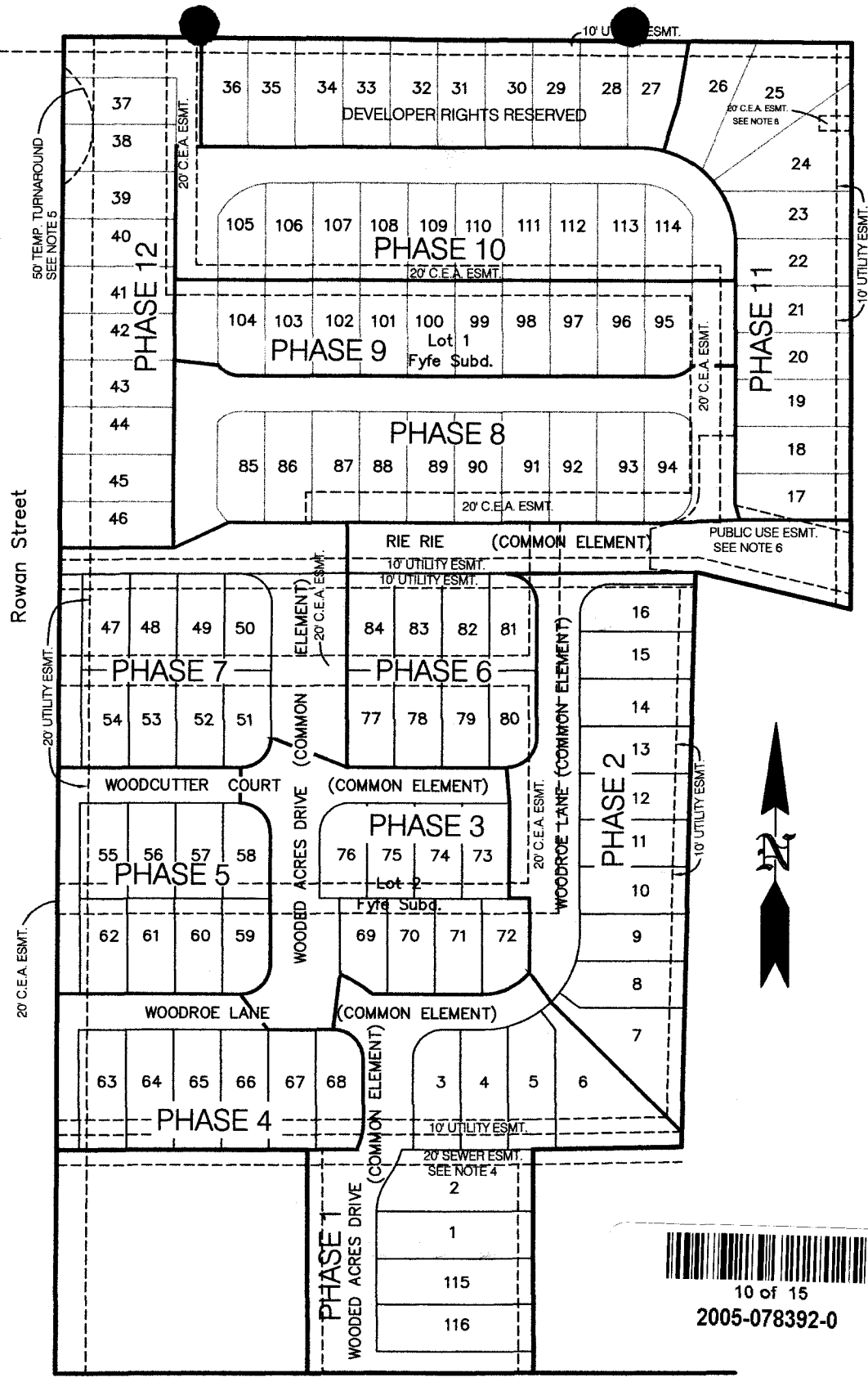


DECLARATION
FOR
WOODED ACRES CONDOMINIUMS
Amended Exhibit 2
DEVELOPMENT PLAN



9 of 15

2005-078392-0

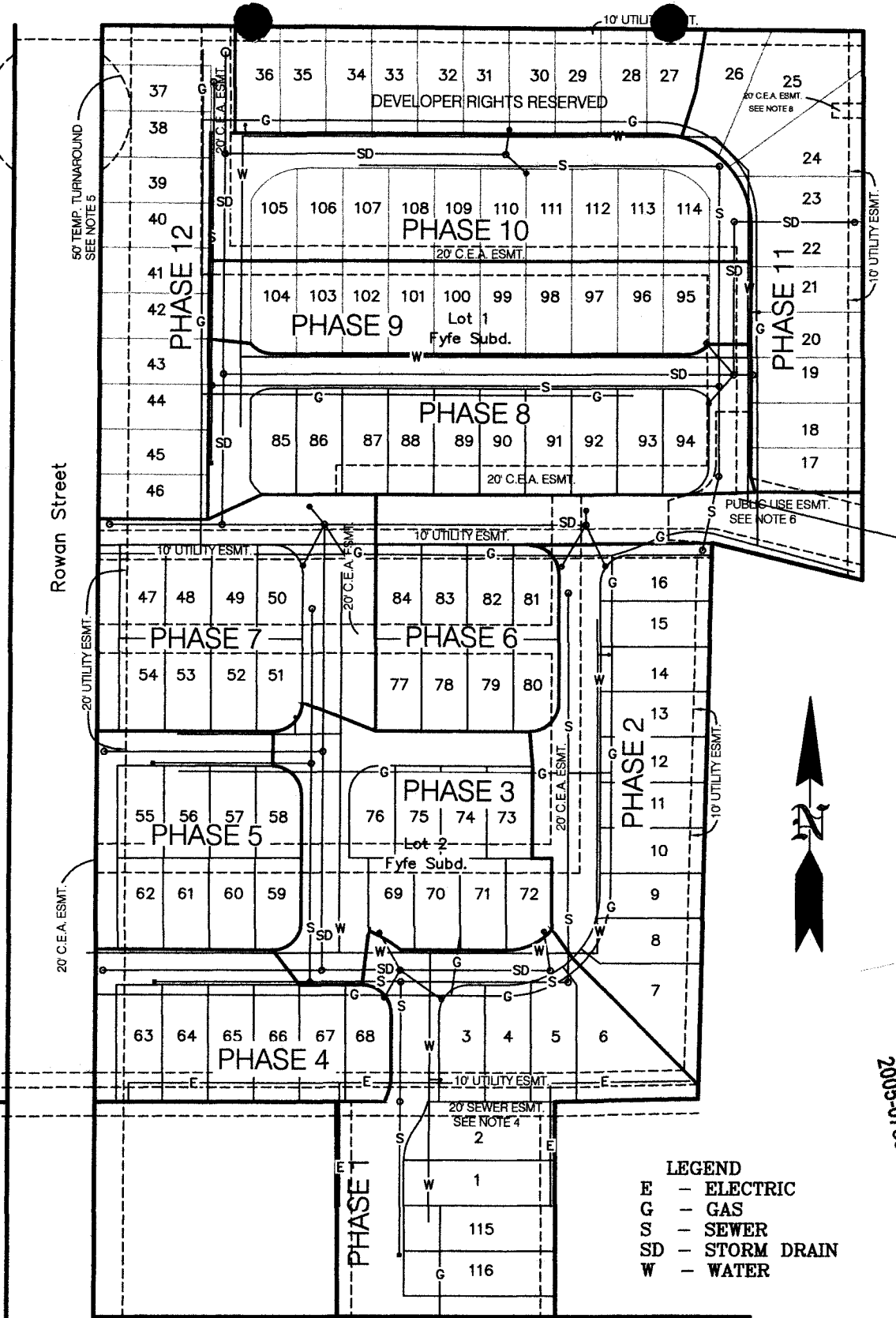


10 of 15
2005-078392-0

E. 59th Ave.

DEVELOPMENT PLAN FOR PHASE 12 *LITTLE BEAR SERVICES*
WOODED ACRES CONDOMINIUMS
 N.T.S.

525 WEST 54th AVENUE
 Anchorage, Alaska 99518
 Phone (907) 677-1040
 Fax (907) 677-1185



Rowan Street

E. 59th Ave.

UTILITY PLAN FOR WOODED
ACRES CONDOMINIUMS LOT 1
N.T.S.

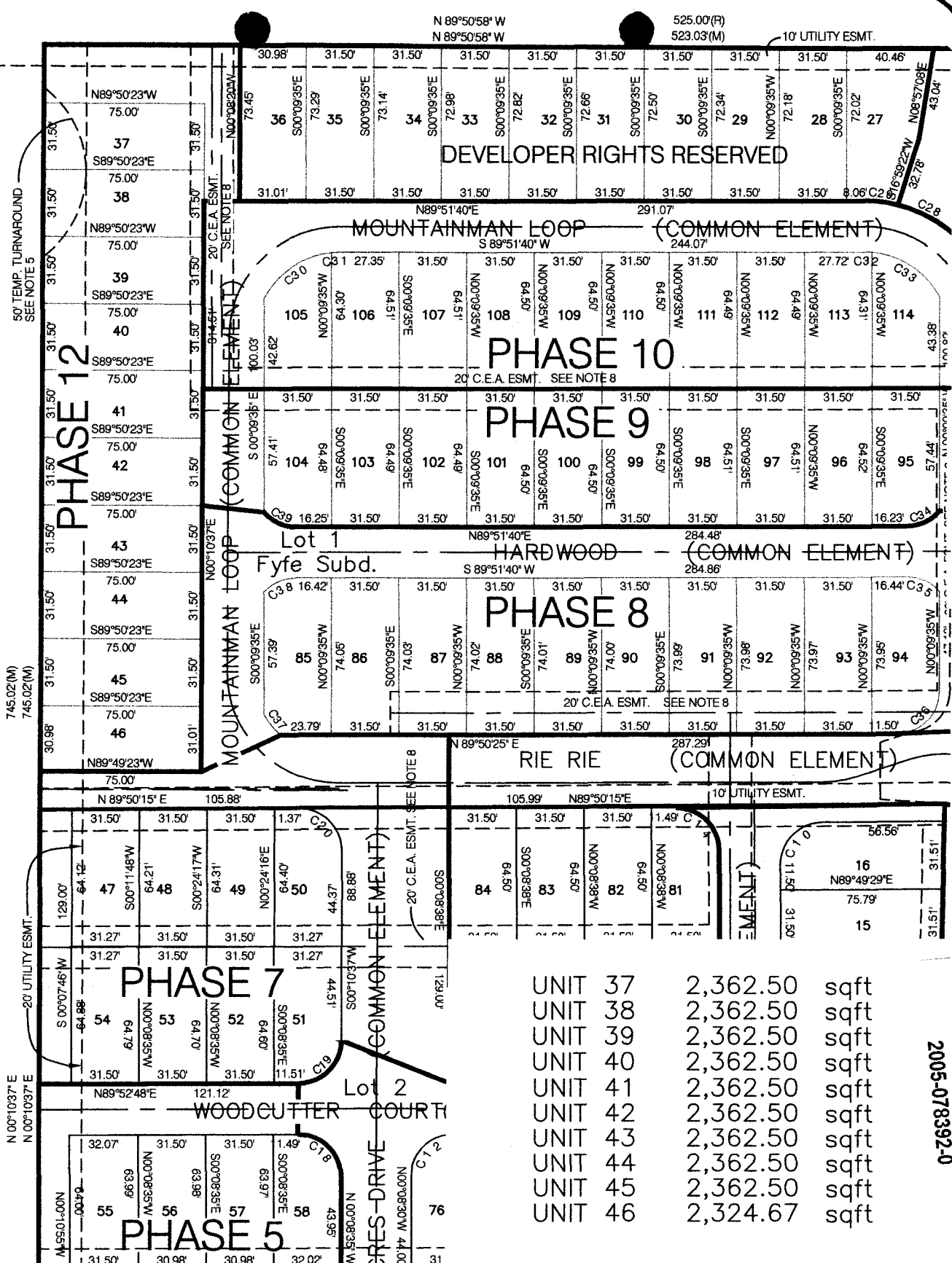
LITTLE BEAR SERVICES

525 WEST 54th AVENUE
Anchorage, Alaska 99518
Phone (907) 677-1040
Fax (907) 677-1165

2005-078392-0
11 of 15

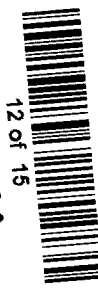
- LEGEND**
- E - ELECTRIC
 - G - GAS
 - S - SEWER
 - SD - STORM DRAIN
 - W - WATER

Rowan Street



UNIT 37	2,362.50	sqft
UNIT 38	2,362.50	sqft
UNIT 39	2,362.50	sqft
UNIT 40	2,362.50	sqft
UNIT 41	2,362.50	sqft
UNIT 42	2,362.50	sqft
UNIT 43	2,362.50	sqft
UNIT 44	2,362.50	sqft
UNIT 45	2,362.50	sqft
UNIT 46	2,324.67	sqft

2005-078392-0



DEVELOPMENT PLAN FOR PHASE 12 *LITTLE BEAR SERVICES*
 WOODED ACRES CONDOMINIUMS
 N.T.S.

525 WEST 54th AVENUE
 Anchorage, Alaska 99518
 Phone (907) 677-1040
 Fax (907) 677-1165

DECLARATION
FOR
WOODED ACRES CONDOMINIUMS

Amended Exhibit 3

TABLE OF UNIT AREAS

<u>Unit Number</u>	<u>Street Address</u>	<u>Unit Areas</u>
1	5853 Wooded Acres Drive	3275.98 sq. ft.
2	5851 Wooded Acres Drive	3963.87 sq. ft.
3	1632 Woodroe Lane	2443.57 sq. ft.
4	1634 Woodroe Lane	2540.92 sq. ft.
5	1640 Woodroe Lane	2729.72 sq. ft.
6	1642 Woodroe Lane	4503.76 sq. ft.
7	1648 Woodroe Lane	3643.51 sq. ft.
8	1650 Woodroe Lane	2425.05 sq. ft.
9	1656 Woodroe Lane	2245.50 sq. ft.
10	1658 Woodroe Lane	2254.75 sq. ft.
11	1662 Woodroe Lane	2278.88 sq. ft.
12	1664 Woodroe Lane	2303.00 sq. ft.
13	1672 Woodroe Lane	2327.13 sq. ft.
14	1674 Woodroe Lane	2351.24 sq. ft.
15	1680 Woodroe Lane	2375.37 sq. ft.
16	1682 Woodroe Lane	2313.71 sq. ft.
17	1687 Mountainman Loop	2369.59 sq. ft.
18	1685 Mountainman Loop	2417.84 sq. ft.
19	1681 Mountainman Loop	2417.84 sq. ft.
20	1679 Mountainman Loop	2417.84 sq. ft.
21	1675 Mountainman Loop	2417.84 sq. ft.
22	1673 Mountainman Loop	2418.01 sq. ft.
23	1669 Mountainman Loop	2535.33 sq. ft.
24	1667 Mountainman Loop	3692.85 sq. ft.
25	1665 Mountainman Loop	4610.17 sq. ft.
26	1663 Mountainman Loop	2894.60 sq. ft.



37	1625 Mountainman Loop	2362.50 sq. ft.
38	1623 Mountainman Loop	2362.50 sq. ft.
39	1621 Mountainman Loop	2362.50 sq. ft.
40	1619 Mountainman Loop	2362.50 sq. ft.
41	1615 Mountainman Loop	2362.50 sq. ft.
42	1613 Mountainman Loop	2362.50 sq. ft.
43	1611 Mountainman Loop	2362.50 sq. ft.
44	1609 Mountainman Loop	2362.50 sq. ft.
45	1607 Mountainman Loop	2362.50 sq. ft.
46	1605 Mountainman Loop	2324.67 sq. ft.
47	1602 Rie Rie Drive	2021.20 sq. ft.
48	1604 Rie Rie Drive	2024.16 sq. ft.
49	1614 Rie Rie Drive	2027.12 sq. ft.
50	1616 Rie Rie Drive	1942.98 sq. ft.
51	1615 Woodcutter Court	1947.70 sq. ft.
52	1613 Woodcutter Court	2036.44 sq. ft.
53	1607 Woodcutter Court	2039.39 sq. ft.
54	1605 Woodcutter Court	2042.36 sq. ft.
55	1604 Woodcutter Court	2050.73 sq. ft.
56	1606 Woodcutter Court	2015.62 sq. ft.
57	1612 Woodcutter Court	2015.28 sq. ft.
58	1614 Woodcutter Court	1929.04 sq. ft.
59	1611 Woodroe Lane	1963.28 sq. ft.
60	1609 Woodroe Lane	2016.71 sq. ft.
61	1603 Woodroe Lane	2016.37 sq. ft.
62	1601 Woodroe Lane	2016.03 sq. ft.
63	1600 Woodroe Lane	2529.45 sq. ft.
64	1602 Woodroe Lane	2529.45 sq. ft.
65	1608 Woodroe Lane	2529.45 sq. ft.
66	1610 Woodroe Lane	2529.45 sq. ft.
67	1620 Woodroe Lane	2529.45 sq. ft.
68	1622 Woodroe Lane	2417.05 sq. ft.
69	1625 Woodroe Lane	1855.50 sq. ft.
70	1627 Woodroe Lane	2016.16 sq. ft.
71	1633 Woodroe Lane	2016.14 sq. ft.
72	1635 Woodroe Lane	1880.26 sq. ft.
73	1638 Woodcutter Court	2015.87 sq. ft.
74	1636 Woodcutter Court	2015.85 sq. ft.
75	1628 Woodcutter Court	2015.87 sq. ft.
76	1626 Woodcutter Court	1930.04 sq. ft.



77	1627 Woodcutter Court	2033.08 sq. ft.
78	1629 Woodcutter Court	2031.74 sq. ft.
79	1637 Woodcutter Court	2031.74 sq. ft.
80	1639 Woodcutter Court	1944.62 sq. ft.
81	1636 Rie Rie Drive	1945.85 sq. ft.
82	1634 Rie Rie Drive	2031.76 sq. ft.
83	1626 Rie Rie Drive	2031.76 sq. ft.
84	1624 Rie Rie Drive	2031.76 sq. ft.
85	1602 Hardwood Court	2267.20 sq. ft.
86	1604 Hardwood Court	2332.27 sq. ft.
87	1616 Hardwood Court	2331.90 sq. ft.
88	1618 Hardwood Court	2331.54 sq. ft.
89	1630 Hardwood Court	2331.18 sq. ft.
90	1632 Hardwood Court	2330.82 sq. ft.
91	1644 Hardwood Court	2330.46 sq. ft.
92	1646 Hardwood Court	2330.10 sq. ft.
93	1658 Hardwood Court	2329.73 sq. ft.
94	1660 Hardwood Court	2211.92 sq. ft.
95	1661 Hardwood Court	1999.28 sq. ft.
96	1659 Hardwood Court	2032.17 sq. ft.
97	1649 Hardwood Court	2032.05 sq. ft.
98	1647 Hardwood Court	2031.93 sq. ft.
99	1629 Hardwood Court	2031.81 sq. ft.
100	1627 Hardwood Court	2031.69 sq. ft.
101	1617 Hardwood Court	2031.57 sq. ft.
102	1615 Hardwood Court	2031.45 sq. ft.
103	1603 Hardwood Court	2031.32 sq. ft.
104	1601 Hardwood Court	1998.27 sq. ft.
105	1632 Mountainman Loop	1181.53 sq. ft.
106	1634 Mountainman Loop	2031.73 sq. ft.
107	1638 Mountainman Loop	2032.05 sq. ft.
108	1640 Mountainman Loop	2031.93 sq. ft.
109	1644 Mountainman Loop	2031.81 sq. ft.
110	1646 Mountainman Loop	2031.69 sq. ft.
111	1650 Mountainman Loop	2031.57 sq. ft.
112	1652 Mountainman Loop	2031.45 sq. ft.
113	1656 Mountainman Loop	2030.98 sq. ft.
114	1658 Mountainman Loop	1815.34 sq. ft.
115	5865 Wooded Acres Drive	3276.00 sq. ft.
116	5867 Wooded Acres Drive	3276.00 sq. ft.





DECLARATION
FOR
WOODED ACRES CONDOMINIUMS

Phase 13 Amendment

HALLMARK INVESTMENTS, LLC, the Declarant of the Declaration for Wooded Acres Condominiums, on September 23, 2003, recorded the Declaration under Document No. 2003-098622-0. The Declaration applies to property described as:

Lots 1 and 2, Block 3, FYFE SUBDIVISION, according to Plat No. 72-57, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Along with the Declaration, Declarant filed a unit survey and development plan, under Plat No. 2003-131, that illustrated the Phase 1 units and common elements, as well as the future phase units and common elements for which Development Rights were reserved, pursuant to Article VIII of the Declaration. The units created in Phase 1 were Units 1-6, 115 and 116.

A Phase 2 amendment, recorded on October 22, 2003, under Document No. 2003-1111645-0, created 10 additional units, Units 7-16, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152.

The Phase 3 amendment, recorded February 10, 2004, under Document No. 2004-008767-0, created 8 additional units, Units 69-76, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152.

The Phase 4 amendment, recorded May 27, 2004, under Document No. 2004-038423-0, created 6 additional units, Units 63-68, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152.

The Phase 5 amendment, recorded July 20, 2004, under Document No. 2004-0553483-0, created 8 additional units, Units 55-62, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. Because the Phase 5 amendment was inadvertently recorded with the signature of the mortgagee, but without the notarization of the mortgagee's signature, a separate Mortgagee Consent to Phase 5 amendment was recorded on July 27, 2004, under Document No. 2004-055147-0.

The Phase 6 amendment, recorded September 17, 2004, under Document No. 2004-07023-0, created 8 additional units, Units 77-84, and an additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. A portion of new common element located on Lot 1, Block 3, Fyfe Subdivision, is shown on the unit survey and development plan filed as Plat No. 2004-109.

The Phase 7 amendment, recorded October 7, 2004, under Document No. 2004-075727-0, created 8 additional units, Units 47-54, and additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2003-152. A portion of new common element located on Lot 1, Block 3, Fyfe Subdivision, is shown on the unit survey and development plan filed as Plat No. 2004-114.

The Phase 8 amendment, recorded March 7, 2005, under Document No. 2005-013999-0, created 10 additional units, Units 85-94, and additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2004-114.

The Phase 9 amendment, recorded May 25, 2005, under Document No. 2005-034740-0, created 10 additional units, Units 95-104, and additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2004-114.

The Phase 10 amendment, recorded June 29, 2005, under Document No. 2005-044596-0, created 10 additional units, Units 95-104, and additional common element, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2004-114.

The Phase 11 amendment, recorded October 12, 2005, under Document No. 2005-074782-0, created 10 additional units, Units 17-26, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2004-114.



The Phase 12 amendment, recorded October 31, 2005, under Document No. 2005-078392-0-0, created 10 additional units, Units 37-46, as illustrated on Exhibit 2 to the amendment and on the unit survey and development plan filed as Plat No. 2004-114.

The purpose of the present amendment, pursuant to Declarant's reserved rights under Article VIII of the Declaration is to create the final 10 units and submit them to the jurisdiction of the Wooded Acres Condominium Association. The Phase 13 units and common elements are shown on the unit survey and development plan filed under Plat No. 2004-114 . The Units are also shown on the Phase 13 development plan attached as Exhibit 2 to this amendment. The Phase 13 units are Units 27 through 36.

Hallmark Investments, LLC, declares that the units created by this Phase 13 amendment shall be held and conveyed subject to the terms, covenants, restrictions and conditions of the Declaration.

Attached to this Amendment are the revised Exhibit 1, the Table of Allocated Interests, revised Exhibit 2, the Development Plan, and the revised Exhibit 3, the Table of Unit Areas.

No other part or portion of the Declaration is amended hereby, except as may be necessarily implied to give full force and effect to this Amendment.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed this ____ day of _____, 2006.

DECLARANT: HALLMARK INVESTMENTS, LLC

John DePorter by PoA Paul J. Nangle
John DePorter, Managing Member by Paul J. Nangle
under Power of Attorney recorded December 28, 2005,
under Document No. 2005-093031-0

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

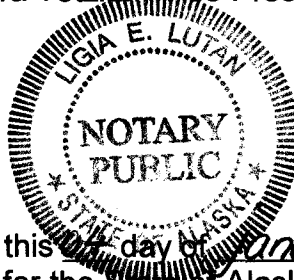
THIS IS TO CERTIFY that on this 4th day of January, 2006, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared PAUL J. NANGLE, as agent for JOHN DePORTER under a recorded Power of Attorney, and signed for JOHN DePORTER, known to me and to me known to be the Managing Member of



MORTGAGEE CONSENT: NORTHRIM BANK

By: *Tara Tetzlaff*
Tara Tetzlaff, Vice President

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)



THIS IS TO CERTIFY that on this 07 day of January, 2005, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared TARA TETZLAFF, known to me and to me known to be a Vice President of NORTHRIM BANK, and known to me to be the individual named in and who executed the foregoing document, and she acknowledged to me that she was authorized to execute the foregoing document on behalf of NORTHRIM BANK for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first hereinabove written.

Ligia E Lutan
Notary Public in and for Alaska
My Commission Expires: March 14, 2009

AFTER RECORDING RETURN TO:

Sandra J. Wicks, Esq.
3237 W. 31st Avenue
Anchorage, Alaska 99517



DECLARATION
FOR
WOODED ACRES CONDOMINIUMS
Amended Exhibit 1

TABLE OF ALLOCATED INTERESTS

<u>Unit Number</u>	<u>Street Address</u>	<u>%Liability for Common Expenses*</u>	<u>Votes</u>
1	5853 Wooded Acres Drive	.85	1
2	5851 Wooded Acres Drive	.85	1
3	1632 Woodroe Lane	.85	1
4	1634 Woodroe Lane	.85	1
5	1640 Woodroe Lane	.85	1
6	1642 Woodroe Lane	.85	1
7	1648 Woodroe Lane	.85	1
8	1650 Woodroe Lane	.85	1
9	1656 Woodroe Lane	.85	1
10	1658 Woodroe Lane	.85	1
11	1662 Woodroe Lane	.85	1
12	1664 Woodroe Lane	.85	1
13	1672 Woodroe Lane	.85	1
14	1674 Woodroe Lane	.85	1
15	1680 Woodroe Lane	.85	1
16	1682 Woodroe Lane	.85	1
17	1687 Mountainman Loop	.85	1
18	1685 Mountainman Loop	.85	1
19	1681 Mountainman Loop	.85	1
20	1679 Mountainman Loop	.85	1
21	1675 Mountainman Loop	.85	1
22	1673 Mountainman Loop	.85	1
23	1669 Mountainman Loop	.85	1
24	1667 Mountainman Loop	.85	1
25	1665 Mountainman Loop	.85	1
26	1663 Mountainman Loop	.85	1
27	1657 Mountainman Loop	.85	1

Declaration for Wooded Acres Condominiums
Amended Exhibit 1
Phase 13



28	1655 Mountainman Loop	.85	1
29	1651 Mountainman Loop	.85	1
30	1649 Mountainman Loop	.85	1
31	1645 Mountainman Loop	.85	1
32	1643 Mountainman Loop	.85	1
33	1639 Mountainman Loop	.85	1
34	1637 Mountainman Loop	.85	1
35	1633 Mountainman Loop	.85	1
36	1631 Mountainman Loop	.85	1
37	1625 Mountainman Loop	.85	1
38	1623 Mountainman Loop	.85	1
39	1621 Mountainman Loop	.85	1
40	1619 Mountainman Loop	.85	1
41	1615 Mountainman Loop	.85	1
42	1613 Mountainman Loop	.85	1
43	1611 Mountainman Loop	.85	1
44	1609 Mountainman Loop	.85	1
45	1607 Mountainman Loop	.85	1
46	1605 Mountainman Loop	.85	1
47	1600 Rie Rie Drive	.85	1
48	1602 Rie Rie Drive	.85	1
49	1614 Rie Rie Drive	.85	1
50	1616 Rie Rie Drive	.85	1
51	1617 Woodcutter Court	.85	1
52	1615 Woodcutter Court	.85	1
53	1603 Woodcutter Court	.85	1
54	1601 Woodcutter Court	.85	1
55	1600 Woodcutter Court	.85	1
56	1602 Woodcutter Court	.85	1
57	1614 Woodcutter Court	.85	1
58	1616 Woodcutter Court	.85	1
59	1609 Woodroe Lane	.85	1
60	1607 Woodroe Lane	.85	1
61	1603 Woodroe Lane	.85	1
62	1601 Woodroe Lane	.85	1
63	1600 Woodroe Lane	.85	1
64	1602 Woodroe Lane	.85	1
65	1606 Woodroe Lane	.85	1
66	1608 Woodroe Lane	.85	1

Declaration for Wooded Acres Condominiums
Amended Exhibit 1
Phase 13



7 of 17

2006-000797-0

67	1612 Woodroe Lane	.85	1
68	1614 Woodroe Lane	.85	1
69	1615 Woodroe Lane	.85	1
70	1617 Woodroe Lane	.85	1
71	1619 Woodroe Lane	.85	1
72	1621 Woodroe Lane	.85	1
73	1644 Woodcutter Court	.85	1
74	1642 Woodcutter Court	.85	1
75	1630 Woodcutter Court	.85	1
76	1628 Woodcutter Court	.85	1
77	1629 Woodcutter Court	.85	1
78	1631 Woodcutter Court	.85	1
79	1643 Woodcutter Court	.85	1
80	1645 Woodcutter Court	.85	1
81	1644 Rie Rie Drive	.85	1
82	1642 Rie Rie Drive	.85	1
83	1630 Rie Rie Drive	.85	1
84	1628 Rie Rie Drive	.85	1
85	1602 Hardwood Court	.85	1
86	1604 Hardwood Court	.85	1
87	1616 Hardwood Court	.85	1
88	1618 Hardwood Court	.85	1
89	1630 Hardwood Court	.85	1
90	1632 Hardwood Court	.85	1
91	1644 Hardwood Court	.85	1
92	1646 Hardwood Court	.85	1
93	1658 Hardwood Court	.85	1
94	1660 Hardwood Court	.85	1
95	1661 Hardwood Court	.85	1
96	1659 Hardwood Court	.85	1
97	1649 Hardwood Court	.85	1
98	1647 Hardwood Court	.85	1
99	1629 Hardwood Court	.85	1
100	1627 Hardwood Court	.85	1
101	1617 Hardwood Court	.85	1
102	1615 Hardwood Court	.85	1
103	1603 Hardwood Court	.85	1
104	1601 Hardwood Court	.85	1
105	1632 Mountainman Loop	.85	1



106	1634 Mountainman Loop	.85	1
107	1638 Mountainman Loop	.85	1
108	1640 Mountainman Loop	.85	1
109	1644 Mountainman Loop	.85	1
110	1646 Mountainman Loop	.85	1
111	1650 Mountainman Loop	.85	1
112	1652 Mountainman Loop	.85	1
113	1656 Mountainman Loop	.85	1
114	1658 Mountainman Loop	.85	1
115	5865 Wooded Acres Drive	.85	1
116	5867 Wooded Acres Drive	.85	1
	TOTAL	100%	116

*Actual percentage .8520%, rounded to .85% for convenience.



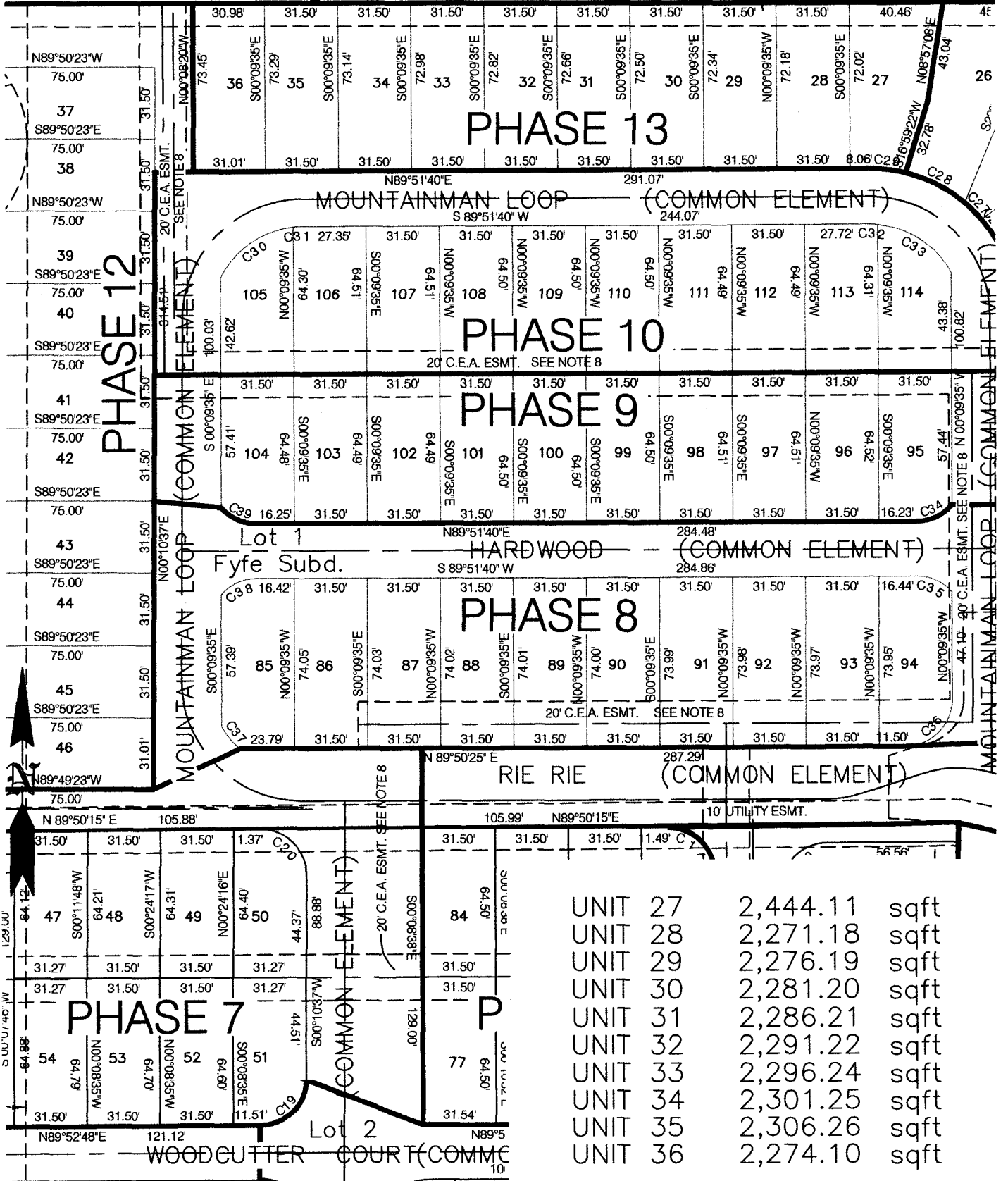
DECLARATION
FOR
WOODED ACRES CONDOMINIUMS
Amended Exhibit 2
DEVELOPMENT PLAN



N 89°50'58" W
N 89°50'58" W

52' (R)
52' (M)

10' UTILITY ESMT.



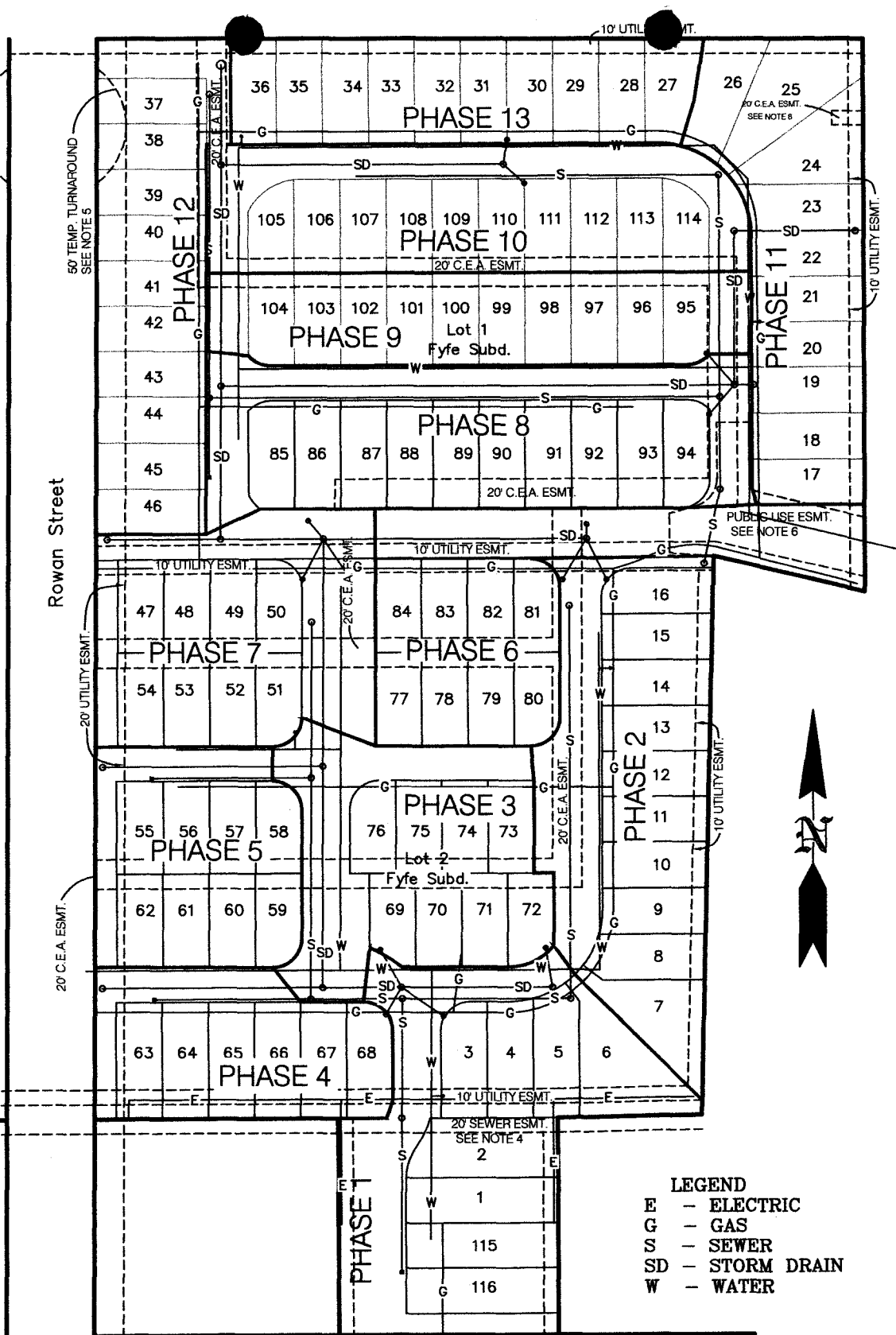
UNIT 27	2,444.11	sqft
UNIT 28	2,271.18	sqft
UNIT 29	2,276.19	sqft
UNIT 30	2,281.20	sqft
UNIT 31	2,286.21	sqft
UNIT 32	2,291.22	sqft
UNIT 33	2,296.24	sqft
UNIT 34	2,301.25	sqft
UNIT 35	2,306.26	sqft
UNIT 36	2,274.10	sqft

DEVELOPMENT PLAN FOR PHASE 13 LITTLE BEAR SERVICES
WOODED ACRES CONDOMINIUMS

N.T.S.



525 WEST 54th AVENUE
Anchorage, Alaska 99518
Phone (907) 677-1040
Fax (907) 677-1165



Rowan Street

E. 59th Ave.

UTILITY PLAN FOR WOODED ACRES CONDOMINIUMS LOT 1

N.T.S.

LITTLE BEAR SERVICES

525 WEST 54th AVENUE
 Anchorage, Alaska 99518
 Phone (907) 877-1040
 Fax (907) 877-1165



**DECLARATION
FOR
WOODED ACRES CONDOMINIUMS**

Amended Exhibit 3

TABLE OF UNIT AREAS

<u>Unit Number</u>	<u>Street Address</u>	<u>Unit Areas</u>
1	5853 Wooded Acres Drive	3275.98 sq. ft.
2	5851 Wooded Acres Drive	3963.87 sq. ft.
3	1632 Woodroe Lane	2443.57 sq. ft.
4	1634 Woodroe Lane	2540.92 sq. ft.
5	1640 Woodroe Lane	2729.72 sq. ft.
6	1642 Woodroe Lane	4503.76 sq. ft.
7	1648 Woodroe Lane	3643.51 sq. ft.
8	1650 Woodroe Lane	2425.05 sq. ft.
9	1656 Woodroe Lane	2245.50 sq. ft.
10	1658 Woodroe Lane	2254.75 sq. ft.
11	1662 Woodroe Lane	2278.88 sq. ft.
12	1664 Woodroe Lane	2303.00 sq. ft.
13	1672 Woodroe Lane	2327.13 sq. ft.
14	1674 Woodroe Lane	2351.24 sq. ft.
15	1680 Woodroe Lane	2375.37 sq. ft.
16	1682 Woodroe Lane	2313.71 sq. ft.
17	1687 Mountainman Loop	2369.59 sq. ft.
18	1685 Mountainman Loop	2417.84 sq. ft.
19	1681 Mountainman Loop	2417.84 sq. ft.
20	1679 Mountainman Loop	2417.84 sq. ft.
21	1675 Mountainman Loop	2417.84 sq. ft.
22	1673 Mountainman Loop	2418.01 sq. ft.
23	1669 Mountainman Loop	2535.33 sq. ft.
24	1667 Mountainman Loop	3692.85 sq. ft.
25	1665 Mountainman Loop	4610.17 sq. ft.
26	1663 Mountainman Loop	2894.60 sq. ft.
27	1657 Mountainman Loop	2444.11 sq. ft.



28	1655 Mountainman Loop	2271.18 sq. ft.
29	1651 Mountainman Loop	2276.19 sq. ft.
30	1649 Mountainman Loop	2281.20 sq. ft.
31	1645 Mountainman Loop	2286.21 sq. ft.
32	1643 Mountainman Loop	2291.22 sq. ft.
33	1639 Mountainman Loop	2296.24 sq. ft.
34	1637 Mountainman Loop	2301.25 sq. ft.
35	1633 Mountainman Loop	2306.26 sq. ft.
36	1631 Mountainman Loop	2274.10 sq. ft.
37	1625 Mountainman Loop	2362.50 sq. ft.
38	1623 Mountainman Loop	2362.50 sq. ft.
39	1621 Mountainman Loop	2362.50 sq. ft.
40	1619 Mountainman Loop	2362.50 sq. ft.
41	1615 Mountainman Loop	2362.50 sq. ft.
42	1613 Mountainman Loop	2362.50 sq. ft.
43	1611 Mountainman Loop	2362.50 sq. ft.
44	1609 Mountainman Loop	2362.50 sq. ft.
45	1607 Mountainman Loop	2362.50 sq. ft.
46	1605 Mountainman Loop	2324.67 sq. ft.
47	1602 Rie Rie Drive	2021.20 sq. ft.
48	1604 Rie Rie Drive	2024.16 sq. ft.
49	1614 Rie Rie Drive	2027.12 sq. ft.
50	1616 Rie Rie Drive	1942.98 sq. ft.
51	1615 Woodcutter Court	1947.70 sq. ft.
52	1613 Woodcutter Court	2036.44 sq. ft.
53	1607 Woodcutter Court	2039.39 sq. ft.
54	1605 Woodcutter Court	2042.36 sq. ft.
55	1604 Woodcutter Court	2050.73 sq. ft.
56	1606 Woodcutter Court	2015.62 sq. ft.
57	1612 Woodcutter Court	2015.28 sq. ft.
58	1614 Woodcutter Court	1929.04 sq. ft.
59	1611 Woodroe Lane	1963.28 sq. ft.
60	1609 Woodroe Lane	2016.71 sq. ft.
61	1603 Woodroe Lane	2016.37 sq. ft.
62	1601 Woodroe Lane	2016.03 sq. ft.
63	1600 Woodroe Lane	2529.45 sq. ft.
64	1602 Woodroe Lane	2529.45 sq. ft.
65	1608 Woodroe Lane	2529.45 sq. ft.
66	1610 Woodroe Lane	2529.45 sq. ft.
67	1620 Woodroe Lane	2529.45 sq. ft.



68	1622 Woodroe Lane	2417.05 sq. ft.
69	1625 Woodroe Lane	1855.50 sq. ft.
70	1627 Woodroe Lane	2016.16 sq. ft.
71	1633 Woodroe Lane	2016.14 sq. ft.
72	1635 Woodroe Lane	1880.26 sq. ft.
73	1638 Woodcutter Court	2015.87 sq. ft.
74	1636 Woodcutter Court	2015.85 sq. ft.
75	1628 Woodcutter Court	2015.87 sq. ft.
76	1626 Woodcutter Court	1930.04 sq. ft.
77	1627 Woodcutter Court	2033.08 sq. ft.
78	1629 Woodcutter Court	2031.74 sq. ft.
79	1637 Woodcutter Court	2031.74 sq. ft.
80	1639 Woodcutter Court	1944.62 sq. ft.
81	1636 Rie Rie Drive	1945.85 sq. ft.
82	1634 Rie Rie Drive	2031.76 sq. ft.
83	1626 Rie Rie Drive	2031.76 sq. ft.
84	1624 Rie Rie Drive	2031.76 sq. ft.
85	1602 Hardwood Court	2267.20 sq. ft.
86	1604 Hardwood Court	2332.27 sq. ft.
87	1616 Hardwood Court	2331.90 sq. ft.
88	1618 Hardwood Court	2331.54 sq. ft.
89	1630 Hardwood Court	2331.18 sq. ft.
90	1632 Hardwood Court	2330.82 sq. ft.
91	1644 Hardwood Court	2330.46 sq. ft.
92	1646 Hardwood Court	2330.10 sq. ft.
93	1658 Hardwood Court	2329.73 sq. ft.
94	1660 Hardwood Court	2211.92 sq. ft.
95	1661 Hardwood Court	1999.28 sq. ft.
96	1659 Hardwood Court	2032.17 sq. ft.
97	1649 Hardwood Court	2032.05 sq. ft.
98	1647 Hardwood Court	2031.93 sq. ft.
99	1629 Hardwood Court	2031.81 sq. ft.
100	1627 Hardwood Court	2031.69 sq. ft.
101	1617 Hardwood Court	2031.57 sq. ft.
102	1615 Hardwood Court	2031.45 sq. ft.
103	1603 Hardwood Court	2031.32 sq. ft.
104	1601 Hardwood Court	1998.27 sq. ft.
105	1632 Mountainman Loop	1181.53 sq. ft.
106	1634 Mountainman Loop	2031.73 sq. ft.
107	1638 Mountainman Loop	2032.05 sq. ft.



108	1640 Mountainman Loop	2031.93 sq. ft.
109	1644 Mountainman Loop	2031.81 sq. ft.
110	1646 Mountainman Loop	2031.69 sq. ft.
111	1650 Mountainman Loop	2031.57 sq. ft.
112	1652 Mountainman Loop	2031.45 sq. ft.
113	1656 Mountainman Loop	2030.98 sq. ft.
114	1658 Mountainman Loop	1815.34 sq. ft.
115	5865 Wooded Acres Drive	3276.00 sq. ft.
116	5867 Wooded Acres Drive	3276.00 sq. ft.

