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BOOK 0971

PAGE 0643

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS, RESERVATION OF EASEMENTS  
AND CONDOMINIUM PLAN PURSUANT TO THE HORIZONTAL  
PROPERTY REGIMES ACT OF THE STATE OF ALASKA  
(A.S. 34.07, et seq.)

FOR

SOUTH PARK CONDOMINIUMS  
(Phase I)

BOOK 0971

PA 0644

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FOR  
SOUTH PARK CONDOMINIUMS  
(Phase I)

THIS DECLARATION is made on the 22<sup>nd</sup> day of September, 1983, by T.M.C. COMPANY, an Alaska Corporation, hereinafter referred to as "Declarant".

P R E A M B L E:

(A) Declarant is the Owner of the hereinafter described real property in the Third Judicial District, State of Alaska:

Tract "A", CHUGACH FOOTHILLS SUBDIVISION, NO. 1, according to Plat No. 73-87, being within the Anchorage Recording District, Third Judicial District, State of Alaska; S.E.C. Muldoon Road and Pioneer Drive.

(B) It is the desire and intention of Declarant to subdivide the property into a condominium estate and to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all the condominium estate created.

(C) Declarant hereby declares that all of the property is, and shall be, held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, easements, conditions and covenants, all of which are declared and agreed to in furtherance of a plan for the protection, maintenance, improvement and sale of the property for the purpose of enhancing the value and desirability of the property. All provisions of this Declaration are hereby imposed as equitable servitudes upon the property. All of the limitations, restrictions, easements, conditions and covenants herein shall run with the land and shall be binding upon and for the benefit of all of the property and all parties having or acquiring any right, title or interest in the property or any part thereof.

(D) Declarant, its successors, assigns and grantees, covenant and agree that the undivided interest in the common

areas and limited common areas and the fee titles to the respective units conveyed therewith shall not be separated or separately conveyed, and each such individual interest shall be deemed to be conveyed or encumbered with its respective unit, even though the description in the instrument of conveyance or encumbrance may refer only to the unit. Subsequent to the initial sales of the condominiums, any conveyance of a condominium or a unit, or any portion thereof, by its owner shall be presumed to convey the entire condominium.

## ARTICLE 1

DEFINITIONSSection 1: PROPERTY

The "Property" shall mean all the real property described above.

Section 2: CONDOMINIUM

"Condominium shall mean an undivided fee ownership interest in the common areas and limited common areas, together with a separate ownership interest in fee in a unit.

Section 3: UNIT

"Unit" shall mean and include the elements of a condominium not owned in common with the owners of other condominiums in the property; each of the units in the multi-family structure, each separately described and designated in Exhibit A which is attached and incorporated herein by this reference, shall be a separate free-hold estate consisting of the space bounded by and contained within the interior surfaces of the perimeter walls, floors, roof, windows and doors of each unit. In interpreting deeds, declarations and plans, the existing physical boundaries of the unit, or a unit constructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the description expressed in the deed, plan or declaration, regardless of settling or lateral movement of the building, and regardless of minor variances between boundaries as shown on the plan or in the deed and declaration and those of the building as constructed. Concurrently with the recording of this Declaration, a survey map and floor plan of the project is being filed in the the Anchorage Recording District, Third Judicial District, State of Alaska, under File No. 83-387.

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Section 4: UNIT OWNER

"Unit Owner" shall mean the person or persons holding title in fee to a unit.

Section 5: PROJECT

"Project" shall mean the entire property divided into condominiums, or to be divided into condominiums, including all structures thereon, the common areas, the limited common areas and the units within the property.

Section 6: LIMITED COMMON AREAS

"Limited common areas" shall be and include all areas for which exclusive easements are reserved for the benefit of unit owners, including, but not limited to, assigned parking spaces and deck areas as those areas are set forth on the survey map and/or the set of floor plans filed simultaneously herewith and incorporated herein by this reference as though set forth in full. The limited common areas for each unit are described in Exhibit B attached to this Declaration and incorporated herein by this reference.

Section 7: COMMON AREAS

"Common areas" shall mean and include all areas on the property, except the units, and shall further include, for maintenance purposes of the Association, all gas, water and waste pipes, all sewers, all ducts, chutes, conduits, wires and other utility installation of the multifamily structure wherever located (except the outlets thereof when located within the units), the lots upon which the structure is located and the airspace above the structure, all bearing walls, columns, floors, the roof, slab, foundation, and landscaping, unassigned parking and storage areas, mechanical and laundry/recreation areas, and all other parts of the property and apparatus and installations existing in the buildings or on the property for common use, or necessary or convenient to the existence, maintenance, or safety of the Property, which are not specifically made the part of a unit by the terms of this Declaration.

Section 8: RESIDENCE

"Residence" shall mean and include a unit and its corresponding limited common areas over which the unit owner has an exclusive easement as provided for herein.

Section 9: COMMON ASSESSMENT

"Common assessment" shall mean the charge against an



owner for his proportionate share of the cost of maintaining, improving, repairing and managing the project and all other common expenses, including operational costs for the common areas, which are to be paid by each unit owner to the Association for common expenses and charged to his condominium.

Section 10: SPECIAL ASSESSMENT

"Special assessment" shall mean a charge against a particular unit owner and his condominium, directly attributable to the unit owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration.

Section 11: CAPITAL IMPROVEMENT ASSESSMENT

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

Section 12: ASSOCIATION

"Association" shall mean South Park Homeowners Association, Inc.

Section 13: COMMON EXPENSES

"Common expenses" shall mean the actual and estimated costs of maintenance, management, operation, repair and replacement of the common areas and limited common areas (to the extent not paid by the unit owner responsible for payment), including unpaid special reconstruction and capital improvement assessments; costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; and the costs of utilities (heat, water and sewer), gardening and other services benefiting the common areas and limited common areas; the costs of fire, casualty, liability, workmen's compensation and other insurance covering the project; the cost of bonding of the members of the Association or managing agents; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the entire project or portions thereof; and the costs of any other item or items designated by the Association for any reason whatsoever.

Section 14: MORTGAGE - MORTGAGEE - MORTGAGOR

Reference in this Declaration to a mortgage shall be deemed to include a deed of trust; reference to a mortgagee shall be deemed to include the beneficiary of a deed of trust; and reference to a mortgagor shall be deemed to include the trustor of the deed of trust.

Section 15: BOARD OF DIRECTORS

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

## ARTICLE II

RESIDENCE AND USE RESTRICTIONSSection 1: SINGLE-FAMILY RESIDENCE

Residences shall be used exclusively for single-family residential purposes.

Section 2: DESCRIPTION OF CONDOMINIUM BUILDINGS

Phase I of this Condominium project consists of sixty-two (62) residential, townhouse style, Units in nine (9) separate buildings. Building Nos. 1, 2, 3, 4 and 5 contain six (6) Units each, and Building Nos. 6, 7, 8 and 9 contain eight (8) Units each, all situated within the boundaries of the property described in paragraph (A) of the Preamble hereof. All buildings are two (2) stories, with one built-in enclosed parking space for each Unit, and one open parking pad, making two (2) parking spaces per Unit.

The buildings are located concentrically on the site, which has a single access drive onto adjacent, dedicated Pioneer Drive.

All of the buildings are built on engineer designed structural steel pilings, and have a full crawl space. The exterior walls are 2" x 4" construction and the exterior siding is T-1-11 - special T-1-11 siding which appears to be routed. The roof is of composition shingle cover with manufactured trusses 24" on center. The exterior doors are insulated metal, and the windows are thermopane. The insulation factor in the exterior walls is R-19 and is R-38 in the ceilings. The interior walls are 5/8" one hour rated, textured and painted sheet rock. Heat is supplied by a gas fired hot water baseboard system for each Unit.

**Section 3: PARKING AND VEHICULAR RESTRICTIONS**

There are one hundred twenty-four (124) parking spaces, two (2) for each Unit, one being built-in, enclosed parking, and the other being an open parking pad.

**Section 4: NUISANCES**

No noxious or offensive activities (including, but not limited to, the repair of automobiles) shall be carried on upon the project. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a residence and its contents, shall be placed or used in any such residence. No loud noises shall be permitted on the property, and the Board of Directors of the Association shall have the right to determine if any noise or activity-producing noise constitutes a nuisance. No unit owner shall permit or cause anything to be done or kept upon the property which will increase the rate of insurance thereon or which will obstruct or interfere with the rights of other unit owners, nor will he commit or permit any nuisance on the premises, or commit or cause any illegal act to be committed thereon. Each unit owner shall comply with all of the requirements of the local or State health authorities and with all other governmental authorities with respect to the occupancy and use of a residence.

**Section 5: SIGNS**

No signs, posters, displays or other advertising devices of any character shall be erected or maintained on, or shown or displayed from, the residences without prior written approval having been obtained from the Board of Directors of the Association; provided, however, that the restrictions of this paragraph shall not apply to any sign or notice of customary and reasonable dimension which states that the premises are for rent or sale. Address, identification signs and mail boxes shall be maintained by the Association. The Board of Directors may summarily cause all unauthorized signs to be removed and destroyed. This section shall not apply to any signs used by Declarant or its agents in connection with the original construction and sale of the condominiums.

**Section 6: HOLD HARMLESS AND INDEMNIFICATION**

Each unit owner shall be liable to the Association for any damage to the common areas or any equipment thereon which

may be sustained by reason of the negligence of said unit owner or of his guests or invitees, to the extent that any such damage shall not be covered by insurance. Each unit owner does further, by the acceptance of his deed, agree to indemnify each and every other unit owner, and to hold him or her harmless, from any claim of any person for personal injuries or property damage occurring within the residence of the unit owner, unless said injury or damage shall occur by reason of the negligence of any other unit owner, and each unit owner further agrees to defend, at his expense, any and all remaining owners who may be sued by any person for a claim for personal injury or property damage alleged to have been sustained within the residence of that unit owner.

Section 7: OUTSIDE INSTALLATIONS

No outside television or radio pole, antenna or clothesline shall be constructed, erected or maintained on any residence without first obtaining the approval of the Board of Directors. No wiring or installation of air conditioning or other machine shall be installed on the exterior of the building of the project or be allowed to protrude through the walls or roof of the building, unless the prior written approval of the Board of Directors is secured. No basketball standards or fixed sports apparatus shall be attached to any residence without the prior written approval of the Board of Directors.

Section 8: PET REGULATIONS

No animals, livestock or poultry shall be kept in any residence, except that domestic dogs, cats, fish and birds in inside bird cages may be kept as household pets within the project, provided that 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 number of dogs, cats and birds to two (2) each. The Association shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Directors of the Association, a nuisance to any other unit owner. Dogs and cats belonging to unit owners, occupants or their licensees must be either kept within an enclosure, or on a leash being held by a person capable of controlling the animal. The enclosure must be maintained so that the animal cannot escape therefrom and shall be subject to the approval of the Board of Directors of the Association. Should any dog or cat belonging to a unit owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed

by the Board of Directors or a person designated by them to a pound under the jurisdiction of the local municipality in which the property is situated. Furthermore, any unit owner shall be absolutely liable to each and all remaining owners, their families, guests and invitees, for any damage to person or property caused by any pets brought or kept upon the property by an owner or by members of his family, guests, licensees or invitees.

Section 9: VIEW OBSTRUCTIONS

No vegetation or any other obstruction shall be planted or maintained upon any walkway or stairway in such location or of such a height as to unreasonably obstruct a view from any other residence in the vicinity thereof. In the event of a dispute between owners of units as to the obstruction of a view from a residence, such dispute shall be submitted to the Board of Directors, whose decisions in such matters shall be binding. Any such obstruction shall, upon request of the Board, be removed or otherwise altered to the satisfaction of the Board by the owner of the residence upon which said obstruction is located.

Section 10: BUSINESS OR COMMERCIAL ACTIVITY

No business or commercial activity shall be maintained or conducted in any residence, except that Declarant, or a person designated by the Association as agent of the Association for purposes of managing the property, may maintain management offices and facilities in a residence or in a temporary structure constructed on the project. Provided, however, that professional and administrative occupations may be carried on within the residences so long as there exists no external evidence thereof.

Section 11: TEMPORARY STRUCTURE

No temporary structure, boat, truck, trailer, camper or recreation vehicle of any kind shall be used as a living area while located on the project; however, trailers or temporary structures for use incidental to the initial construction of the improvements on the property may be maintained thereon, but shall be removed within a reasonable time upon completion of construction of the project.

Section 12: RUBBISH REMOVAL

Trash, garbage or other waste shall be disposed of only by depositing same, wrapped in a secure package, into a

designated trash container or garbage disposal. No owner of a unit shall permit or cause any trash or refuse to be disposed of on any portion of the project subject to this Declaration. No portion of the project shall be used for the storage of building materials, refuse or any other materials other than in connection with approved construction. There shall be no exterior fires whatsoever, except barbeque fires contained within receptacles thereof.

Section 13: LEASE OF UNITS

Any unit owner may lease his unit to a fourth party, but such a lease arrangement must be in writing and shall provide that the failure to comply in all respects with the provisions of this Declaration and the Association By-Laws shall be a default under the terms of the lease. No unit owner may lease his unit for transient or hotel purposes; nor may less than the entire unit be leased.

ARTICLE III

ARCHITECTURAL PROVISIONS

Excepting the interior of units, no replacement, addition or alteration of the building, structure, fence, drainage facility, common or limited common area landscaping or planting shall be effected on any residence other than by Declarant until the plans, specifications and plat plan showing the location and nature of such replacement, addition, alteration or removal have been submitted to, and approved in writing by, the Board of Directors; nor shall any exterior painting or decorative alteration be commenced, other than by Declarant, until the Board has approved the plans therefor, including the proposed color schemes, design thereof and the quality of materials to be used. All such plans and specifications shall be prepared by an architect or landscape architect or licensed building designer, said person to be employed by the unit owner making application at his sole expense. Plans and resubmittals thereof shall be approved or disapproved within thirty (30) days. Failure of the Board to respond to a submittal or resubmittal of plans within such period shall be deemed to be approval of the plans as submitted or resubmitted. The approval of the plans and specifications may be withheld, not only because of 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 structure on the residence, the elevation, color scheme, finish, design, proportions, architecture,

shape, height, style and appropriateness of the proposed structure or altered structure, the materials used therein, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Board, will render the proposed investment inharmonious or out of keeping with the general plan of improvement of the property or with the improvements erected on other residences. If, after such plans and specifications have been approved, the improvements are altered, erected or maintained upon the residence other than as approved by the Board, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Board having been obtained as required by this Declaration. After the expiration of one (1) year from the date of completion of any improvement, said improvement shall, in favor of purchasers and encumbrances, in good faith and for value, be deemed to comply with all of the provisions hereof, unless a notice of such noncompliance or noncompletion, executed by one member of the Board, shall appear of record in the Office of the Recorder, Anchorage Recording District, or legal proceedings shall have been instituted to enforce compliance with these provisions. The approval of the Board of any plans or specifications submitted for approval as herein specified for use on any residence shall not be deemed to be a waiver by the Board of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other residences. No member of the Board shall be liable to any person for his decisions or failure to act in making decisions as a member of said Board. The members of the Board shall receive no compensation for their services performed pursuant to this Declaration. Upon approval of the Board, it shall be conclusively presumed that the location and height of any improvement does not violate the provisions of this Declaration.

#### ARTICLE IV

##### REPAIR AND MAINTENANCE

##### Section 1: REPAIR AND MAINTENANCE DUTIES OF ASSOCIATION

The Association shall maintain, repair and make necessary improvements to, and pay for out of the maintenance fund to be provided, all common areas and the building thereon; all corrective architectural, landscaping and repair work within

residences, if the unit owner fails to repair the areas subject to his control and duty to maintain; all metered utilities in common areas; and all parking areas, ramps, walks and other means of ingress and egress within the project. To the extent not assessed to or paid by the unit owners, the Association shall pay all real and personal property taxes and assessments levied upon any portion of the common areas or limited common areas. It shall further be the affirmative duty of the Association to require strict compliance with all provisions of this Declaration and to inspect the property for any violations thereof.

Section 2: REPAIR AND MAINTENANCE BY UNIT OWNER

Each unit owner shall maintain, repair, replace and restore all portions of his residence, including the interior walls, ceilings, windows, floors, doors and permanent fixtures and limited common areas subject to his exclusive control, in a clean, sanitary and attractive condition.

ARTICLE V

DESTRUCTION OF IMPROVEMENTS

Section 1: DAMAGE AND DESTRUCTION

If, within sixty (60) days of damage or destruction of all or part of the property, it is not determined by a majority of all unit owners to repair, reconstruct or rebuild in accordance with the original plans, or by unanimous vote of all unit owners to do otherwise, then:

(a) The property shall be owned in common by the unit owners;

(b) The undivided interest of the property owned in common which appertains to each of the unit owners shall be the percentage of the undivided interest previously owned by him in the common areas and facilities; and

(c) Mortgages, deeds of trust or liens affecting any of the units shall be transferred in accordance with the existing priorities to the percentage of the undivided interest of the unit owner in the property.

Section 2: APPLICATION OF INSURANCE PROCEEDS

Subject to the provisions of Section 1, and the interests of any holder of a first mortgage, in the event of damage or



destruction as the result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration, exclusive, however, of furniture, furnishings, fixtures or equipment installed by unit owners, and the Board of Directors shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense, and the Board of Directors may assess all unit owners for such deficit as part of the common charges.

Section 3: RIGHT TO PARTITION

The common areas and facilities shall remain undivided, and no unit owner or other person may bring any action for partition or division of any part, unless the property has been removed from the provisions of the Horizontal Property Regimes Act of the State of Alaska.

Section 4: SUBDIVISION AND COMBINATION OF UNITS AND COMMON AREAS AND FACILITIES

A resolution adopted and signed by at least seventy-five percent (75%) of the unit owners may provide for the subdivision or combination, or both, if any unit or units or of the common or limited common areas and facilities, or any parts thereof, and the means for accomplishing such subdivision or a combination, or both, and any such resolution shall provide, in conjunction therewith, for the appropriate amendments to this Declaration, the By-Laws or any other documents or agreements affected thereby; provided that the space combined or subdivided shall, after such subdivision or combination, have the same percentage of total value that such space had prior to such subdivision or combination unless such percentage of total value is changed by appropriate amendment in accordance with Article X hereof.

Section 5: INTERIOR DAMAGE

Restoration and repair of any damage to the interior of any individual unit shall be made by and at the individual expense of the owner of that unit and, in the event of a determination to rebuild after partial or total destruction, shall be completed as promptly as practical and in a lawful and workmanlike manner.

Section 6: NOTICE TO MORTGAGEE

Any institutional holder of a first mortgage on any unit shall be given written notice of any substantial damage,

destruction to or the taking of a condominium or the common elements. In any event, notice will be given whenever the loss or taking to the common elements exceeds \$10,000, or the damage to the individual condominium exceeds \$10,000.

ARTICLE VI

ASSESSMENTS

Section 1: LEVY AND PAYMENT

(a) Levy. All unit owners shall pay all common assessments for common expenses and all applicable special assessments and capital improvement assessments imposed by the Board of Directors. The common assessments and applicable capital improvement and special assessments, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the person who was the owner of the condominium at the time when the assessment fell due. The assessment shall include payments to a general operating reserve fund for replacement as deemed necessary by the Board of Directors. The assessments levied by the Board of Directors shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the condominiums and for the improvement, operation, replacement and maintenance of the project. Not later than thirty (30) days prior to the beginning of each calendar year, the Board of Directors shall estimate the total charges to be assessed against each condominium. Written notice of the annual assessments shall be sent to every unit owner subject thereto. Each owner thereof shall thereafter pay to the Association his assessment in installments as established by the Board of Directors. In the event the Board of Directors shall determine that the estimate of total charges for the current year is, or will become, inadequate to meet all expenses of the property for any reason, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the total charges to be assessed against each condominium. Any further increases in the amount so assessed shall only be effective upon written consent of two-thirds (2/3) of the unit owners and their first mortgagees.

*New Budget*

(b) Payment. Each installment of an assessment shall become delinquent if not paid on or before thirty (30) days from the date upon which it becomes due. All annual common assessments shall be paid according to the percentage of ownership in the common areas as set forth in Exhibit C. All excess funds remaining in the general operating reserve

fund over and above the amounts used for the operation of the condominium project shall be returned to the unit owners in a proportion equal to their individual contributions or may be retained by the Association and applied to the following year's assessments. In a voluntary conveyance of a condominium, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Notwithstanding anything to the foregoing to the contrary, any unit owned by Declarant which is unoccupied shall be assessed at seventy percent (70%) of the full common assessment. All units shall pay full assessments no later than one hundred twenty (120) days after conveyance of the first unit in the project.

(c) Commencement/Reserves. From and after the date of recordation of a deed to the first unit owner of an interest in the project, the unit owner shall establish an assessment reserve fund with the Association, which reserve fund shall equal the projected assessments to the unit owner for a two-month period. In addition, the unit owner shall pay to the Association the regular monthly assessment as provided herein, the purpose being to have available at all times for the Association an assessment reserve fund equal to two months of assessments. This assessment reserve fund shall be maintained at all times, just as a reserve for taxes and insurance is so maintained, and in the event of a subsequent transfer of the unit owner's interest in the project, the subsequent purchaser shall be responsible for establishing and maintaining this reserve fund.

Section 2: DELINQUENCIES

There shall accrue with each delinquent assessment a late charge of Five Dollars (\$5.00), together with interest at the maximum rate permitted by law on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association. In the event of default by any unit owner in the payment of any assessment, the Association shall notify all persons and firms holding a mortgage or deed of trust by any unit owner on any condominium on the project.

Section 3: LIENS, ENFORCEMENT

All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on the respective

condominium prior and superior to all other liens, except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any mortgage of record made in good faith and for value and recorded prior to the date on which the lien became effective. It shall be the duty of the Association to enforce such lien in any manner permitted by law. In any such foreclosure, the condominium owner shall be required to pay a reasonable rental for the condominium and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to bid on the condominium at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same, and this provision, or any institution of suit to recover a money judgment, shall not constitute an affirmation of the adequacy of money damages. Any recovery resulting from a suit in law or equity initiated pursuant to this section may include reasonable attorneys' fees as fixed by the court.

#### ARTICLE VII

##### THE ASSOCIATION

###### Section 1: FORMATION AND MEMBERSHIP

(a) Formation/Membership. The Association shall be incorporated under the name of South Park Homeowners Association, Inc., as a corporation not for profit under the laws of the State of Alaska. Every unit owner who is subject to assessment shall automatically, upon becoming the owner of a condominium, be a member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. A person shall be deemed an owner of a condominium only upon recordation of a deed conveying the condominium to him, and the membership shall be appurtenant to the condominium conveyed.

(b) By-Laws. The Association shall adopt By-Laws for the administration of the property and the Association and other purposes not inconsistent with this Declaration and the Act. These By-Laws shall be adopted by the Board of Directors of the Association after their election at the Association organizational meeting, which meeting shall be held no later than one hundred twenty (120) days after transfer of title to seventy-five percent (75%) of the units in the project, or two

(2) years after conveyance of the first unit, whichever event is earlier. The By-Laws may be amended or modified by the vote of seventy-five percent (75%) of the unit owners. Any proposed modifications or amendments to the By-Laws shall be proposed by Association members at any duly constituted annual or special meeting of the Association. A copy of the proposed amendment shall be included in the notice of any meeting in which action is to be taken.

Section 2: GENERAL POWERS OF THE ASSOCIATION

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

Section 3: SPECIAL POWERS OF BOARD OF DIRECTORS

Without in any way limiting the generality of the foregoing, in the event that the Board of Directors determines that an improvement is in need of repair, restoration or painting, or that landscaping is in need of installation, repair or restoration, or that an improvement is in existence without proper approval of the Board, or that there is a violation of any provision of this Declaration, then the Board of Directors shall give written notice to the unit owner of the condition or violation complained of, and unless the Board has approved in writing corrective plans proposed by the unit owner to remedy the condition complained of within such period of time as may be determined reasonable by the board of Directors after it has given written notice, and such corrective work so approved is completed thereafter within the time allotted by the Board of Directors, the Board of Directors shall undertake to remedy such condition or violation complained of, and the cost thereof shall be charged to the unit owner and his condominium whose residence is the subject matter of the corrective work, and such cost shall be deemed to be a special assessment to such unit owner, and his condominium, and subject to levy, enforcement and collection by the Board of Directors in accordance with the assessment lien procedure provided for in this Declaration.

Section 4: RIGHTS OF ENTRY

The Association shall have a limited right of entry in and upon all limited common areas and the exterior of all units for the purpose of taking whatever corrective action may be deemed necessary or proper by the Association. Nothing in this Article shall in any manner limit the right of the unit owner to exclusive control over the interior of his unit. Provided, however, that an owner shall grant a right of entry to the Association, or any other person authorized by the Association, in case of any emergency originating in or threatening his unit, whether the owner is present or not. Provided further, that an owner shall permit other owners, or their representatives, to enter his unit for the purpose of performing required installation, alterations or repair of the mechanical or electrical services to a residence, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner whose unit is to be entered. In case of an emergency, such right of entry shall be immediate.

Section 5: MISCELLANEOUS DUTIES AND POWERS

The Association shall have the right to install or construct capital improvements on any of the common areas. The Association may, at any time and from time to time, reconstruct, replace or refinish any improvement or portion thereof upon the common areas in accordance with the original design, finish or standard of construction of such improvement; construct, reconstruct, replace or refinish any surface upon any portion of common areas designated as a parking area; replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the common areas; and place and maintain upon the common areas such signs as the Association may deem necessary for their identification, for regulation of traffic, including parking, the regulation and use of the common areas and for the health, welfare and safety of unit owners and their guests. The Association may delegate all of the powers contained in this Declaration to any management organization or individual, and the Association may employ personnel necessary for the effective operation and maintenance of the buildings and common areas of any type described herein, including the employment of legal and accounting services.

Section 6: PRIORITIES AND INCONSISTENCIES

If there are conflicts or inconsistencies between this

Declaration and either the Articles of Incorporation or the By-Laws, the terms and provisions of this Declaration shall prevail.

Section 7: MANAGING AGENT

The Association may enter into a written contract with a professional, corporate or individual manager to conduct and perform the business, obligations and duties of the Association. This contract shall conform to the guidelines established by the Alaska Housing Finance Corporation (AHFC), Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA) and Veterans Administration (VA) regarding the term and termination of that agreement during such periods of time as AHFC, FHLMC, FNMA and VA is a mortgagee on a unit in the project or is the owner of such a unit. Any agreement for professional management of the condominium project, or any other contract providing for services by the developer, sponsor, or builder, must provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less written notice and a maximum contract term of three years.

Section 8: SHARES AND VOTING

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

Section 9: TRANSFER OF CONTROL

Declarant shall transfer control of the Association to the Unit owners no later than the earlier of the following events:

- a. One hundred twenty (120) days after transfer of title to seventy-five percent (75%) of the Units in Phase I; or
- b. Two (2) years following conveyance of the first Unit in Phase I.

## ARTICLE VIII

RIGHTS OF MORTGAGEESection 1: PRIORITY

Where the mortgagee of a mortgage of record which is recorded prior to the date on which the assessment lien became effective, or other purchaser of a condominium, obtains title to the same as a result of foreclosure of any such mortgage, or other purchaser of a condominium obtains title to the same as a result of a deed taken in lieu of foreclosure, the acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such condominium which became due prior to the acquisition of title to such condominium by such acquirer, but shall be subject to any future assessments which become due subsequent to his acquisition of title. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the condominiums, including such acquirer, his successors and assigns.

Section 2: DEFAULT

A breach of any of the provisions, covenants, restrictions or limitations hereof, the recordation of any lien or assessment hereunder, or the pursuit of any remedy hereunder shall not defeat or render invalid the lien of any mortgage made by a unit owner in good faith and for value upon the interest of a unit owner. All of the provisions herein shall be binding upon and effective against any owner whose title to said property is hereafter acquired through foreclosure or trustee's sale. The holder of a first mortgage of record is also, upon request, entitled to written notification from the Association of any default in the performance by the individual unit owner of any obligation under this Declaration, Association By-Laws or other Association documents, which default is not cured within sixty (60) days.

Section 3: RIGHT TO INSPECT ASSOCIATION RECORDS AND NOTICE

The holder of a first mortgage of record, its successors and assigns, shall have the right to inspect the Association's books of account and other financial records and shall also be able to require the Association to provide to it such additional financial data as may be reasonably requested to protect its interests, including annual audited financial statements, within ninety (90) days following the end of the fiscal or calendar year of the Association. Written notice of all Association meetings shall be sent to first mortgagees of record



who may designate an agent to attend such meetings.

Section 4: PRIOR APPROVAL

Nothing in this Declaration or the By-Laws of the Association of unit owners provided for herein to the contrary, prior written approval of the holders of the first mortgages or deeds of trust covering all or any portion of the project shall be a condition precedent to the effectiveness of any of the following actions:

(a) Removal of all or any portion of the property or project from the provisions of the Horizontal Property Regimes Act pursuant to Alaska Statute 34.07.330, or as said Statute may be amended from time to time.

(b) By act or omission seek to abandon or terminate the condominium status of the project, except for abandonment provided under the provisions of the Horizontal Property Regimes Act in case of substantial loss to the units and common elements.

(c) A change in the pro rata interest or obligation of any unit for purposes of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, (ii) determining the pro rata share of ownership of each condominium unit in the common elements, except as required by the Horizontal Property Regimes Act.

(d) The partition or subdivision of any unit.

(e) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer all of any portion of the common elements.

(f) The use of hazard insurance proceeds for losses to any condominium property, whether to a unit or to the common elements, for other than the repair, replacement or reconstruction of such improvements, except as provided in the Horizontal Property Regimes Act in the case of substantial loss to the units and common elements.

(g) Any material amendment to this Declaration or to the By-Laws of the Association.

## ARTICLE IX

INSURANCESection 1: TYPES

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

Notwithstanding any provisions to the contrary herein, the Association shall be required to continuously carry a master condominium policy of casualty insurance, and a fidelity bond, with such coverage and endorsements in form and amounts, including full replacement cost coverage with an agreed amount endorsement as required to the Alaska Housing Finance Corporation, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or Veterans Administration (AHFC, FHLMC, FNMA or VA), during such periods of time as AHFC, FHLMC, FNMA or VA is a mortgagee on a unit in the project or the owner of such a unit.

Section 2: PREMIUMS AND PROCEEDS

Insurance premiums for any such blanket insurance coverage obtained by the Association, and any other insurance deemed necessary by the Association, may become a common expense, at the discretion of the Board of Directors, to be included in the regular assessments levied by the Association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as provided in Article V of this Declaration. The Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers. Any two Directors of the Association may sign a loss claim form and release form in

connection with the settlement of a loss claim, and such signature shall be binding on all the unit owners.

ARTICLE X

DURATION AND AMENDMENT

Section 1: DURATION

This Declaration shall be perpetual and continue in full force until terminated by law or as otherwise provided herein.

Section 2: AMENDMENT

Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered. A resolution adopting a proposed amendment may be proposed by a condominium owner at a meeting of members of the Association. The resolution shall be adopted by approval of condominium owners owning in the aggregate not less than seventy-five percent (75%) of the voting power. A copy of each amendment shall be certified by at least two (2) officers of the Association, and the amendment shall be effective when recorded in the public records, Anchorage Recording District, State of Alaska. Provided, however, that any of the following amendments to be effective must be approved in writing by the record holders of all encumbrances on any condominiums at the time of such amendment:

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

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

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

(d) Any amendment relating to the insurance provisions as set out in Article VIII hereof, to the application of

insurance proceeds as set out in Article V hereof, or to the disposition of any money received in any taking under Condemnation proceedings.

Section 3: AMENDMENT BY DECLARANT

Notwithstanding the foregoing, until the close of any escrow for the sale of a condominium in the project, Declarant shall have the right to terminate or modify this Declaration by recordation of a supplement thereto setting forth such termination or modification. For purposes of this Declaration, the close of escrow shall be deemed to be the date upon which a deed conveying a condominium is recorded.

ARTICLE XI

CONDEMNATION

Section 1: CONSEQUENCES OF CONDEMNATION

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

Section 2: PROCEEDS

All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award", shall be payable to the Association, in trust, for the purposes set forth herein.

Section 3: COMPLETE TAKING

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

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

Section 4: PARTIAL TAKING

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

(a) as soon as practicable, the Association shall, reasonably and in good faith, allocate the condemnation award between compensation damages, and other proceeds, and shall apportion the amounts so allocated to taking of or injury to the common elements among the owners in proportion to their respective undivided interests in the common elements;

(b) the total amount allocated to severance damages shall be apportioned to those condominium units which were not taken or condemned;

(c) the respective amounts allocated to the taking of or injury to a particular unit and/or improvements an owner had made within his own unit shall be apportioned to the particular unit involved; and

(d) the amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances.

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

Section 5: REORGANIZATION

In the event a partial taking results in the taking of a complete unit, the owner thereof automatically shall cease to be a member of the Association. Thereafter, the Association shall reallocate the ownership, voting rights and assessments

ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the owners of remaining units for amendment of this Declaration as provided in Article X hereof.

Section 6: NOTICE TO MORTGAGEE

The institutional holder of a first mortgage on any unit shall be given written notice of any condemnation proceeding described herein, and nothing herein shall entitle a unit owner, or any other party, to priority over the holder of a first mortgage with respect to the distribution of the proceeds of any award or settlement.

ARTICLE XII

MISCELLANEOUS

Section 1: LEGAL PROCEEDINGS

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

Section 2: SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforce-

ability of any one provision or portion hereof shall not affect the validity or enforceability of any other provisions hereof.

Section 3: EASEMENTS

Declarant expressly reserves, for the benefit of owners in the project, reciprocal easements of access, ingress and egress over all of the common areas. Such easements may be used by Declarant's successors, purchasers and all unit owners, their guests, tenants and invitees, residing or temporarily visiting the project, for pedestrian walkways, vehicular access, and such other purposes reasonably necessary to use and enjoyment of a unit in the project. Such easements shall be appurtenant to, and shall pass with, the title to every unit conveyed. The Declarant expressly reserves, for the benefit of each unit owner, an exclusive easement for use of those areas depicted on the condominium plan as limited common areas, as assigned to each unit owner for his numbered unit. All building walls shall be considered to adjoin and abut the wall of the contiguous residence against the surface from the bottom of the foundation of the building. Such right of use shall be as not to interfere with the use and enjoyment of the owners of adjoining residences, and in the event that any such contiguous wall is damaged or injured from any cause other than the act or negligence of one of the owners, the same shall be repaired or rebuilt at their joint expense. In the event any portion of the common elements encroaches upon any unit, or any unit encroaches upon the common elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the project, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

Section 4: VALUATION OF UNIT AND PROPERTY AND VOTING RIGHTS

Each unit described herein is valued as set forth in Exhibit C, the total value of such units being the value of property comprising the project. The owner of each unit shall have an undivided interest in the common areas and facilities appertaining to each unit for all purposes, including voting as set forth in Exhibit C.

Section 5: SERVICE OF PROCESS

The name and residence of the person to receive service of process in the cases provided for in the Horizontal Pro-

erty Regimes Act of the State of Alaska is:

RUDOLPH EBENBECK  
901 Orca Street  
Anchorage, Alaska 99501

ARTICLE XIII

SUBSEQUENT PHASES

Section 1: AMENDMENTS TO ESTABLISH SUBSEQUENT PHASES

(a) Description of Phase/Time Limitation: Notwithstanding any language to the contrary contained in this Declaration, Declarant shall have the right at its sole option, at any time to but not later than August 1, 1989, to amend this Declaration and the Horizontal Property Regime created thereby by adding fifty-two (52) Units and common areas located on the tract of land (or any portion thereof) described as follows:

Phase II

Tract "A", CHUGACH FOOTHILLS SUBDIVISION, NO. 1, according to Plat No. \_\_\_\_\_, being within the Anchorage Recording District, Third Judicial District, State of Alaska; S.E.C. Muldoon Road and Pioneer Drive.

Should such other phases be established, it shall be expressly subject to these Declarations as well as the By-Laws of the owners association provided for herein as from time to time amended.

(b) Declarant's Options: Declarant expects to establish the subsequent phase, but is not required to do so. If the land described as Phase II is not used to establish a further phase of this project, then it may be used for any other lawful purpose at any time at the discretion of the Declarant, its successors or assigns (including, without limitation, the submission of such property to the Horizontal Property Regime Act as a separate project from the one herein) and nothing contained herein shall be deemed to place any restriction on such Phase II property unless and until it is submitted to the Horizontal Property Regime Act by amendment or addendum hereto.

(c) Access: Access over and across the property described as Phase I and any other phase subsequently established is reserved by Declarant or Declarant's successors or assigns



over the easements, roadways, and utility lines specified or in any way established in and for such phases and the right to connect to each and both of them is also reserved. Such reservations are for the purpose either of completing and establishing subsequent phases or of otherwise developing portions of the land not utilized in completing a condominium phase or for the development of contiguous or other lands belonging to Declarant, its successors, or assigns for other purposes.

(d) Single Project: If the land described for Phase II is used to establish a condominium phase, then all the land described for Phase I and Phase II and any other phase subsequently established, shall constitute the "project" and shall be administered together as one fully-operational condominium.

(e) Change in Undivided Interest: In altering the "project" to create the additional units and common areas, the Declarant may, without the joinder or consent of any persons having an interest in the existing units, amend this Declaration to (i) create the additional Units and common areas, (ii) decrease the common interests appurtenant to each Unit existing prior to the amendment so that after the amendment each Unit shall have appurtenant to it an interest in the common elements as calculated according to the formula set forth in Section 2 below, (iii) add, withdraw, realign and grant utility easements over, under, across and upon the common areas and limited common areas, including but not limited to easements and/or rights of way for electric, gas or telephone services, water, sewer and storm pipelines, refuse disposal, driveways, parking areas and roadways provided that such easements or rights-of-way do not materially impair the use of any existing Unit or its appurtenant interest in the common areas, and (iv) re-arrange or provide for or add additional parking spaces on the common areas which may be additional limited common elements appurtenant to Units. The alteration shall not require the alteration or demolition of any existing Unit. Existing buildings or improvements on the common areas shall not be demolished or diminished.

(f) Other Amendments: Such amended Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. Future buildings and improvements as well as the common areas and limited common areas shall be

comparable style, quality, size and cost to those established in Phase I. Phase II will not exceed fifty-two (52) Units, not to exceed the value of \_\_\_\_\_ per Unit for voting and common area ownership purposes.

(g) Effective Date/Review: The amendments and additions authorized under this article shall be made effective by filing of record the amendment to this Declaration with respect to the project as expanded which shall extend the Horizontal Property Regime to the additional property and the owners thereof. Such additional property shall be subject to the By-Laws at the time of such filing and as from time to time amended. Any institutional lender, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, Alaska Housing Finance Corporation or the Veterans' Administration, shall be entitled to review and approve all documents relating to the establishment of Phase II to assure those institutions that each such phase is completed and properly constituted.

(h) Declarant's Use of Common Areas: Until such time as all construction in all phases is complete and all Units sold, Declarant shall have the right to use any common areas and facilities for the purpose of showing and sales, and to display signs and advertising as deemed required by Declarant, notwithstanding the provisions of Article II.

Section 2: FORMULA TO BE USED IN ESTABLISHING AND AMENDING PERCENTAGES OF UNDIVIDED INTEREST AND VOTE IN THE EVENT SUBSEQUENT PHASES ARE ESTABLISHED

In the event phases other than Phase I become part of this condominium the percentage of undivided interest and vote for all Units shall be determined by the following formula: The Declarant shall determine the Unit value for all Units within the subsequent phase (Units shall be substantially the same in all phases and shall be valued substantially the same in relationship to each) by using existing valuations for Units in prior phases as the standards to which shall be added the total value of all Units previously within the condominium as set forth in the Declaration at the time of amendment. (The total value of all units within the condominium shall be divided into each unit value and the quotient times 100 shall equal the percentage of undivided interest and vote for such unit.) The values established for Units within subsequent phases shall be scheduled to establish the percentages required by Alaska Statutes 34.07 et seq., and shall not reflect necessarily the amount for which a Unit will be sold from time to time by Declarant or others.

Section 3: SPECIAL POWER OF ATTORNEY

All Unit owners shall be required, as a condition precedent to purchasing one or more Units in the "project" to execute a special power of attorney in form identical to Exhibit "D" attached hereto.

This Declaration has been executed on the day and year first hereinabove written.

T. M. C. COMPANY, AN ALASKA CORPORATION

By [Signature]

STATE OF ALASKA       )  
                              ) ss.  
THIRD DISTRICT       )

THIS IS TO CERTIFY that on the 24th day of September 1982, before me the undersigned Notary Public personally appeared Robert [Signature], known to me to be the President of THE MARKLING COMPANY, who is known to me and to me known to be the person named in and who executed the above and foregoing, and (s)he acknowledged to me that (s)he signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



[Signature]  
Notary Public in and for Alaska  
My Commission expires: 9-27-84

EXHIBIT "A"  
DESCRIPTION OF UNITS

There are a total of sixty-two Units in Phase 1 of this project, located in nine (9) buildings. Buildings 1, 2, 3, 4 and 5 contain six (6) Units each, and Buildings 6, 7, 8 and 9 contain eight (8) Units each.

All Units have the following features: dishwasher; garbage disposal; range and oven; heat circulating fireplace; 8' x 4' deck on both floors of each Unit; solar panels in living room; breakfast bar; individual hook-ups for washer and dryer; and one enclosed in-Unit parking garage.

Each Unit has direct access to the common walkways and outside grounds, which in turn abut dedicated streets.

There are two types of floor plans in this project, described as follows:

Plan "A": Living room, dining room, 1-1/2 bath and deck on lower level; 3 bedrooms, 1-3/4 bath, sitting room and deck on upper level; which Units contain approximately 1,359 square feet of living area and 210 square feet of garage.

Plan "B": Entry, 2 bedrooms, 2 baths and deck on lower level; living room, kitchen, 1 bedroom, 1 full bath, and deck on upper level; which Units contain approximately 1,359 square feet of living area and 210 square feet of garage.

The building number, unit number, floor plan and location of each Unit are as follows:

<u>Building No.</u>	<u>Unit No.</u>	<u>Floor Plan</u>	<u>Location</u>
1	101	A	North End
1	102	A	Interior
1	103	A	Interior
1	104	A	Interior
1	105	A	Interior
1	106	A	South End
2	201	A	North End
2	202	A	Interior

Exhibit "A"  
Page 1 of 3 Pages

0971

PAR: 0679

<u>Building No.</u>	<u>Unit No.</u>	<u>Floor Plan</u>	<u>Location</u>
2	203	A	Interior
2	204	A	Interior
2	205	A	Interior
2	206	A	South End
3	301	A	East End
3	302	A	Interior
3	303	A	Interior
3	304	A	Interior
3	305	A	Interior
3	306	A	West End
4	401	A	East End
4	402	A	Interior
4	403	A	Interior
4	404	A	Interior
4	405	A	Interior
4	406	A	West End
5	501	B	South End
5	502	B	Interior
5	503	B	Interior
5	504	B	Interior
5	505	B	Interior
5	506	B	North End
6	601	B	South End
6	602	B	Interior
6	603	B	Interior
6	604	B	Interior
6	605	B	Interior
6	606	B	Interior
6	607	B	Interior
6	608	B	North End
7	701	B	North End

Exhibit "A"  
Page 2 of 3 Pages

BOOK 0971

PA: 0660

<u>Building No.</u>	<u>Unit No.</u>	<u>Floor Plan</u>	<u>Location</u>
7	702	B	Interior
7	703	B	Interior
7	704	B	Interior
7	705	B	Interior
7	706	B	Interior
7	707	B	Interior
7	708	B	South End
8	801	B	North End
8	802	B	Interior
8	803	B	Interior
8	804	B	Interior
8	805	B	Interior
8	806	B	Interior
8	807	B	Interior
8	808	B	South End
9	901	B	East End
9	902	B	Interior
9	903	B	Interior
9	904	B	Interior
9	905	B	Interior
9	906	B	Interior
9	907	B	Interior
9	908	B	West End

Exhibit "A"  
Page 3 of 3 Pages

EXHIBIT "B"  
DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES

The following described portions of the common areas and facilities are "limited common areas and facilities", reserved for the exclusive use of the particular Units below listed to the exclusion of all other Units in the project, the square footages of which are shown and set forth on the survey map and floor plans of the project on file.

All walkways for each Unit are limited common areas shared by all Units having direct access thereto.

- Unit 101: The assigned parking space designated as P-101.  
The assigned garage space designated as G-101.  
The assigned deck areas designated as D-101A, D-101B and D-101C.
- Unit 102: The assigned parking space designated as P-102.  
The assigned garage space designated as G-102.  
The assigned deck areas designated as D-102A, D-102B and D-102C.
- Unit 103: The assigned parking space designated as P-103.  
The assigned garage space designated as G-103.  
The assigned deck areas designated as D-103A, D-103B and D-103C.
- Unit 104: The assigned parking space designated as P-104.  
The assigned garage space designated as G-104.  
The assigned deck areas designated as D-104A, D-104B and D-104C.

- Unit 105: The assigned parking space designated as P-105.  
The assigned garage space designated as G-105.  
The assigned deck areas designated as D-105A,  
D-105B and D-105C.
- Unit 106: The assigned parking space designated as P-106.  
The assigned garage space designated as G-106.  
The assigned deck areas designated as D-106A,  
D-106B and D-106C.
- Unit 201: The assigned parking space designated as P-201.  
The assigned garage space designated as G-201.  
The assigned deck areas designated as D-201A,  
D-201B and D-201C.
- Unit 202: The assigned parking space designated as P-202.  
The assigned garage space designated as G-202.  
The assigned deck areas designated as D-202A,  
D-202B and D-202C.
- Unit 203: The assigned parking space designated as P-203.  
The assigned garage space designated as G-203.  
The assigned deck areas designated as D-203A,  
D-203B and D-203C.
- Unit 204: The assigned parking space designated as P-204.  
The assigned garage space designated as G-204.  
The assigned deck areas designated as D-204A,  
D-204B and D-204C.



- Unit 205: The assigned parking space designated as P-205.  
The assigned garage space designated as G-205.  
The assigned deck areas designated as D-205A,  
D-205B and D-205C.
- Unit 206: The assigned parking space designated as P-206.  
The assigned garage space designated as G-206.  
The assigned deck areas designated as D-206A,  
D-206B and D-206C.
- Unit 301: The assigned parking space designated as P-301.  
The assigned garage space designated as G-301.  
The assigned deck areas designated as D-301A,  
D-301B and D-301C.
- Unit 302: The assigned parking space designated as P-302.  
The assigned garage space designated as G-302.  
The assigned deck areas designated as D-302A,  
D-302B and D-302C.
- Unit 303: The assigned parking space designated as P-303.  
The assigned garage space designated as G-303.  
The assigned deck areas designated as D-303A,  
D-303B and D-303C.
- Unit 304: The assigned parking space designated as P-304.  
The assigned garage space designated as G-304.  
The assigned deck areas designated as D-304A,  
D-304B and D-304C.

BOOK 0971

PH: 602

- Unit 305: The assigned parking space designated as P-305.  
The assigned garage space designated as G-305.  
The assigned deck areas designated as D-305A,  
D-305B and D-305C.
- Unit 306: The assigned parking space designated as P-306.  
The assigned garage space designated as G-306.  
The assigned deck areas designated as D-306A,  
D-306B and D-306C.
- Unit 401: The assigned parking space designated as P-401.  
The assigned garage space designated as G-401.  
The assigned deck areas designated as D-401A,  
D-401B and D-401C.
- Unit 402: The assigned parking space designated as P-402.  
The assigned garage space designated as G-402.  
The assigned deck areas designated as D-402A,  
D-402B and D-402C.
- Unit 403: The assigned parking space designated as P-403.  
The assigned garage space designated as G-403.  
The assigned deck areas designated as D-403A,  
D-403B and D-403C.
- Unit 404: The assigned parking space designated as P-404.  
The assigned garage space designated as G-404.  
The assigned deck areas designated as D-404A,  
D-404B and D-404C.

- Unit 405: The assigned parking space designated as P-405.  
The assigned garage space designated as G-405.  
The assigned deck areas designated as D-405A,  
D-405B and D-405C.
- Unit 406: The assigned parking space designated as P-406.  
The assigned garage space designated as G-406.  
The assigned deck areas designated as D-406A,  
D-406B and D-406C.
- Unit 501: The assigned parking space designated as P-501.  
The assigned garage space designated as G-501.  
The assigned deck areas designated as D-501A,  
D-501B and D-501C.
- Unit 502: The assigned parking space designated as P-502.  
The assigned garage space designated as G-502.  
The assigned deck areas designated as D-502A,  
D-502B and D-502C.
- Unit 503: The assigned parking space designated as P-503.  
The assigned garage space designated as G-503.  
The assigned deck areas designated as D-503A,  
D-503B and D-503C.
- Unit 504: The assigned parking space designated as P-504.  
The assigned garage space designated as G-504.  
The assigned deck areas designated as D-504A,  
D-504B and D-504C.

- Unit 505: The assigned parking space designated as P-505.  
The assigned garage space designated as G-505.  
The assigned deck areas designated as D-505A,  
D-505B and D-505C.
- Unit 506: The assigned parking space designated as P-506.  
The assigned garage space designated as G-506.  
The assigned deck areas designated as D-506A,  
D-506B and D-506C.
- Unit 601: The assigned parking space designated as P-601.  
The assigned garage space designated as G-601.  
The assigned deck areas designated as D-601A,  
D-601B and D-601C.
- Unit 602: The assigned parking space designated as P-602.  
The assigned garage space designated as G-602.  
The assigned deck areas designated as D-602A,  
D-602B and D-602C.
- Unit 603: The assigned parking space designated as P-603.  
The assigned garage space designated as G-603.  
The assigned deck areas designated as D-603A,  
D-603B and D-603C.
- Unit 604: The assigned parking space designated as P-604.  
The assigned garage space designated as G-604.  
The assigned deck areas designated as D-604A,  
D-604B and D-604C.

- Unit 605: The assigned parking space designated as P-605.  
The assigned garage space designated as G-605.  
The assigned deck areas designated as D-605A,  
D-605B and D-605C.
- Unit 606: The assigned parking space designated as P-606.  
The assigned garage space designated as G-606.  
The assigned deck areas designated as D-606A,  
D-606B and D-606C.
- Unit 607: The assigned parking space designated as P-607.  
The assigned garage space designated as G-607.  
The assigned deck areas designated as D-607A,  
D-607B and D-607C.
- Unit 608: The assigned parking space designated as P-608.  
The assigned garage space designated as G-608.  
The assigned deck areas designated as D-608A,  
D-608B and D-608C.
- Unit 701: The assigned parking space designated as P-701.  
The assigned garage space designated as G-701.  
The assigned deck areas designated as D-701A,  
D-701B and D-701C.
- Unit 702: The assigned parking space designated as P-702.  
The assigned garage space designated as G-702.  
The assigned deck areas designated as D-702A,  
D-702B and D-702C.

- Unit 703: The assigned parking space designated as P-703.  
The assigned garage space designated as G-703.  
The assigned deck areas designated as D-703A,  
D-703B and D-703C.
- Unit 704: The assigned parking space designated as P-704.  
The assigned garage space designated as G-704.  
The assigned deck areas designated as D-704A,  
D-704B and D-704C.
- Unit 705: The assigned parking space designated as P-705.  
The assigned garage space designated as G-705.  
The assigned deck areas designated as D-705A,  
D-705B and D-705C.
- Unit 706: The assigned parking space designated as P-706.  
The assigned garage space designated as G-706.  
The assigned deck areas designated as D-706A,  
D-706B and D-706C.
- Unit 707: The assigned parking space designated as P-707.  
The assigned garage space designated as G-707.  
The assigned deck areas designated as D-707A,  
D-707B and D-707C.
- Unit 708: The assigned parking space designated as P-708.  
The assigned garage space designated as G-708.  
The assigned deck areas designated as D-708A,  
D-708B and D-708C.

- Unit 801: The assigned parking space designated as P-801.  
The assigned garage space designated as G-801.  
The assigned deck areas designated as D-801A,  
D-801B and D-801C.
- Unit 802: The assigned parking space designated as P-802.  
The assigned garage space designated as G-802.  
The assigned deck areas designated as D-802A,  
D-802B and D-802C.
- Unit 803: The assigned parking space designated as P-803.  
The assigned garage space designated as G-803.  
The assigned deck areas designated as D-803A,  
D-803B and D-803C.
- Unit 804: The assigned parking space designated as P-804.  
The assigned garage space designated as G-804.  
The assigned deck areas designated as D-804A,  
D-804B and D-804C.
- Unit 805: The assigned parking space designated as P-805.  
The assigned garage space designated as G-805.  
The assigned deck areas designated as D-805A,  
D-805B and D-805C.
- Unit 806: The assigned parking space designated as P-806.  
The assigned garage space designated as G-806.  
The assigned deck areas designated as D-806A,  
D-806b and D-806C.

- Unit 807: The assigned parking space designated as P-807.  
The assigned garage space designated as G-807.  
The assigned deck areas designated as D-807A,  
D-807B and D-807C.
- Unit 808: The assigned parking space designated as P-808.  
The assigned garage space designated as G-808.  
The assigned deck areas designated as D-808A,  
D-808B and D-808C.
- Unit 901: The assigned parking space designated as P-901.  
The assigned garage space designated as G-901.  
The assigned deck areas designated as D-901A,  
D-901B and D-901C.
- Unit 902: The assigned parking space designated as P-902.  
The assigned garage space designated as G-902.  
The assigned deck areas designated as D-902A,  
D-902B and D-902C.
- Unit 903: The assigned parking space designated as P-903.  
The assigned garage space designated as G-903.  
The assigned deck areas designated as D-903A,  
D-903B and D-903C.
- Unit 904: The assigned parking space designated as P-904.  
The assigned garage space designated as G-904.  
The assigned deck areas designated as D-904A,  
D-904B and D-904C.



- Unit 905: The assigned parking space designated as P-905.  
The assigned garage space designated as G-905.  
The assigned deck areas designated as D-905A,  
D-905B and D-905C.
- Unit 906: The assigned parking space designated as P-906.  
The assigned garage space designated as G-906.  
The assigned deck areas designated as D-906A,  
D-906B and D-906C.
- Unit 907: The assigned parking space designated as P-907.  
The assigned garage space designated as G-907.  
The assigned deck areas designated as D-907A,  
D-907B and D-907C.
- Unit 908: The assigned parking space designated as P-908.  
The assigned garage space designated as G-908.  
The assigned deck areas designated as D-908A,  
D-908B and D-908C.

EXHIBIT "C"

Value of Units and Undivided  
Interests in Common Areas and Facilities

<u>Unit</u>	<u>Value</u>	<u>Undivided Interest In Common Areas and Facilities</u>
101.....	101,000.00.....	1.60%
102.....	101,000.00.....	1.60%
103.....	101,000.00.....	1.60%
104.....	101,000.00.....	1.60%
105.....	101,000.00.....	1.60%
106.....	101,000.00.....	1.60%
201.....	101,000.00.....	1.60%
202.....	101,000.00.....	1.60%
203.....	101,000.00.....	1.60%
204.....	101,000.00.....	1.60%
205.....	101,000.00.....	1.60%
206.....	101,000.00.....	1.60%
301.....	101,000.00.....	1.60%
302.....	101,000.00.....	1.60%
303.....	101,000.00.....	1.60%
304.....	101,000.00.....	1.60%
305.....	101,000.00.....	1.60%
306.....	101,000.00.....	1.60%
401.....	101,000.00.....	1.60%
402.....	101,000.00.....	1.60%
403.....	101,000.00.....	1.60%
404.....	101,000.00.....	1.60%
405.....	101,000.00.....	1.60%
406.....	101,000.00.....	1.60%
501.....	102,000.00.....	1.62%
502.....	102,000.00.....	1.62%
503.....	102,000.00.....	1.62%
504.....	102,000.00.....	1.62%
505.....	102,000.00.....	1.62%

506.....	102,000.00.....	1.62%
601.....	102,000.00.....	1.62%
602.....	102,000.00.....	1.62%
603.....	102,000.00.....	1.62%
604.....	102,000.00.....	1.62%
605.....	102,000.00.....	1.62%
606.....	102,000.00.....	1.62%
607.....	102,000.00.....	1.62%
608.....	102,000.00.....	1.62%
701.....	102,000.00.....	1.62%
702.....	102,000.00.....	1.62%
703.....	102,000.00.....	1.62%
704.....	102,000.00.....	1.62%
705.....	102,000.00.....	1.62%
706.....	102,000.00.....	1.62%
707.....	102,000.00.....	1.62%
708.....	102,000.00.....	1.62%
801.....	102,000.00.....	1.62%
802.....	102,000.00.....	1.62%
803.....	102,000.00.....	1.62%
804.....	102,000.00.....	1.62%
805.....	102,000.00.....	1.62%
806.....	102,000.00.....	1.62%
807.....	102,000.00.....	1.62%
808.....	102,000.00.....	1.62%
901.....	102,000.00.....	1.62%
902.....	102,000.00.....	1.62%
903.....	102,000.00.....	1.62%
904.....	102,000.00.....	1.62%
905.....	102,000.00.....	1.62%
906.....	102,000.00.....	1.62%
907.....	102,000.00.....	1.62%
908.....	102,000.00.....	1.62%
	<u>102,000.00</u>	<u>1.62%</u>
	\$6,300,000.00	100.00%

## EXHIBIT "D"

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned persons denominated "Principal-Purchasers" for themselves, their successors, assigns, or personal representatives, hereby grant to THE MARKLING COMPANY, denominated "Seller", the following Special Power of Attorney relating to the following described real property or portions thereof which power is acknowledged to be coupled with an interest and irrevocable:

Phase I and Phase II

Tract "A", CHUGACH FOOTHILLS SUBDIVISION NO. 1, according to Plat No. \_\_\_\_\_, being within the Anchorage Recording District, Third Judicial District, State of Alaska; S.E.C. Muldoon Road and Pioneer Drive.

Authority Granted

The principal grants to said attorney the power to complete the buildings on the real property for Phase II of South Park Condominiums, and to add such buildings and the units contained therein to the condominium already established as Phase I and to file an amendment to the above-referenced Declaration under the sole signature of THE MARKLING COMPANY, Declarant, or such other parties as it elects to have sign the same containing an as built certification of the structures and units on the real property to be added in Phase II of such condominium. In addition, the attorney is authorized to file an amended survey map and floor plans and amend the percentage of undivided interest and vote pursuant to the formula set forth in the Declaration, signed in the same manner detailing as required by law the additional units added in Phase II. The attorney is further empowered to make any changes in documents of the condominium project which may be required by the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, or Alaska Housing Finance Corporation, or Institutional Lenders supplying construction or permanent financing for the project or part of it. The power to vote above provided for shall include but is not limited to all voting necessary to accomplish amendments to the Declaration reasonably necessary to accomplish the establishment of Phase II. The principal acknowledges that by

909A 0971

PAGE 0695

according its attorney this power, principal is granting its said attorney powers to effect changes of percentages of interest for SOUTH PARK CONDOMINIUMS, which can decrease the relative interest of the undersigned principal.

This power is expressly limited however, to authority to take such actions in the principal's name, place and stead only in such manner as will conform to the above-described Declaration and so long as this requirement is met, the power and authority of the attorney is extended to the signing for the principal all documents required to carry on the plans stated in the Declaration for creation of the condominium in phases.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

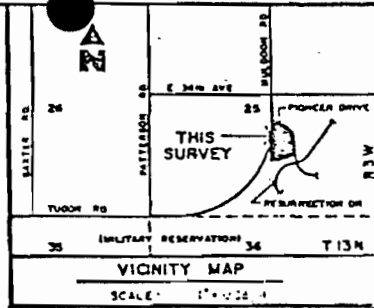
\_\_\_\_\_  
(Principal-Purchaser)

"ACKNOWLEDGMENT"

83- 074896  
164  
REC'D - REC'D  
ANCHORAGE REC  
DISTRICT  
SEP 26 10 54 AM '83  
REQUESTED BY ST+TCO  
ADDRESS \_\_\_\_\_

Exhibit "D"  
Page 2 of 2 Pages

# N



### CERTIFICATE OF OWNERSHIP

THE UNDERSIGNED HEREBY CERTIFIES THAT T.N.C. COMPANY, AN ALASKAN CORPORATION, BY RUOOLF R. EISENBECK & SABINE EISENBECK, HOLD THE HEREIN SPECIFIED PROPERTY INTEREST IN THE PROPERTY SHOWN & DESCRIBED HEREON. WE HEREBY CONSENT TO THE PREPARATION RECORDATION OF THIS CONDOMINIUM SURVEY PLAT PURSUANT TO THE HORIZONTAL PROPERTY REGIMES ACT (CONDOMINIUM), ALASKA STATUTES CHAPTER 34.07.

T.N.C. COMPANY, AN ALASKAN CORPORATION  
*Ruoolf R. Eisenbeck* Secretary/Treasurer  
*Sabine Eisenbeck* President

### NOTARY

BEFORE ME THIS 22nd DAY OF September, 1983, PERSONALLY APPEARED RUOOLF R. EISENBECK AND SABINE EISENBECK, KNOWN TO BE SECRETARY/TREASURER AND PRESIDENT, RESPECTIVELY, OF T.N.C. COMPANY, AN ALASKAN CORPORATION, THE CORPORATION THAT EXECUTED THE FOREGOING.

*Sharon T. Hill*  
 NOTARY PUBLIC IN AND FOR ALASKA  
 MY COMMISSION EXPIRES 9-23-84

### DEED OF TRUST

#### TRUSTEE:

DEED OF TRUST RECORDED IN ANCHORAGE RECORDING DISTRICT ON THE 23RD DAY OF DECEMBER, 1982, IN BOOK 828 AT PAGE 790.

SECURITY TITLE & TRUST CO. OF ALASKA  
 1500 W. DENSON BLVD.  
 ANCHORAGE, ALASKA 99503

### NOTARY

BEFORE ME THIS 22nd DAY OF September, 1983, PERSONALLY APPEARED Cynthia Sutton, KNOWN TO BE Assistant V.P. OF SECURITY TITLE AND TRUST COMPANY OF ALASKA, THE TRUSTEE OF THE FOREGOING.

*Sharon T. Hill*  
 NOTARY PUBLIC IN AND FOR ALASKA  
 MY COMMISSION EXPIRES 9-23-84

### BENEFICIARY

BENEFICIARY OF DEED OF TRUST RECORDED IN ANCHORAGE RECORDING DISTRICT ON THE 23RD DAY OF DECEMBER, 1982, IN BOOK 828 AT PAGE 790.

*Thomas J. Budwin, Sr.*  
 COLOMBIA FEDERAL SAVINGS AND LOAN ASSOCIATION, A CORPORATION  
 18 S. MISSION  
 WENATCHEE, WA. 98801

### NOTARY

BEFORE ME THIS 19th DAY OF Sept, 1983, PERSONALLY APPEARED Thomas J. Budwin, Sr. KNOWN TO BE Sec. V. PRES. OF COLOMBIA FEDERAL SAVINGS AND LOAN ASSOCIATION, A CORPORATION, THE BENEFICIARY OF THE FOREGOING.

*Barbara M. Bantz*  
 NOTARY PUBLIC IN AND FOR ALASKA  
 MY COMMISSION EXPIRES 8-28-85

### ENGINEERS CERTIFICATE

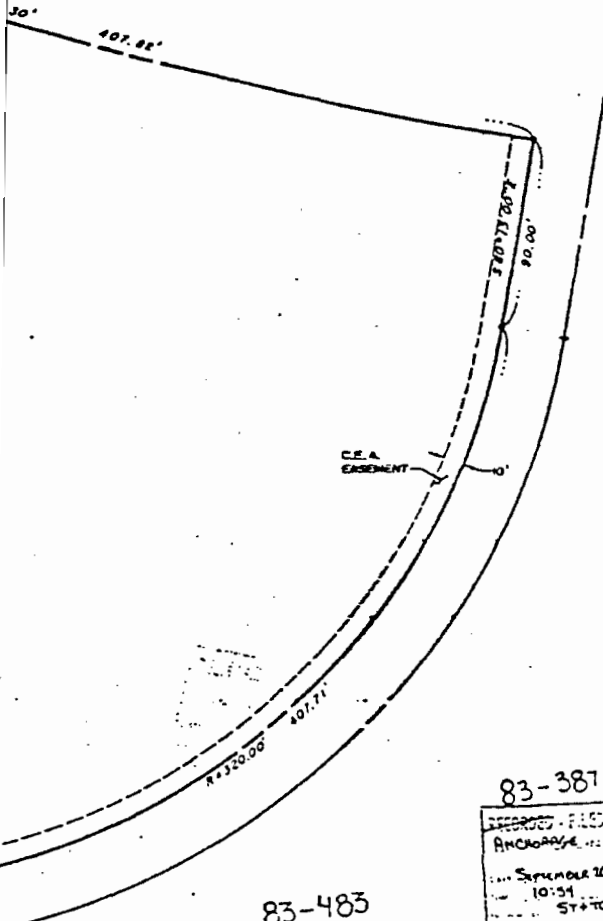
I HEREBY CERTIFY THAT THIS SURVEY MAP AND THESE PLANS FOR SOUTH PARK CONDOMINIUMS, PHASE I, ARE BASED UPON AN ACTUAL SURVEY OF THE PROPERTY DESCRIBED HEREIN AND THAT THE COURSES AND DISTANCES ARE SHOWN ACCURATELY THEREON, AND THAT THESE PLANS ACCURATELY DEPICT THE LOCATION AND DIMENSIONS OF THE UNITS AS BUILT. PLANS HAVE BEEN FILED WITH AND APPROVED BY THE MUNICIPAL PLANNING AUTHORITY.

*Sidney E. Clark*  
 SIDNEY E. CLARK, P.E., L.T.  
 ARCTIC ENGINEERS, INC.

### NOTARY

NOTARY FOR SIDNEY E. CLARK, SUBSCRIBED AND SWORN TO BEFORE ME, THIS 16th DAY OF September, 1983.

*Sharon T. Hill*  
 NOTARY PUBLIC IN AND FOR ALASKA  
 MY COMMISSION EXPIRES 9-23-84



83-483  
 RECORDED - FILED 16  
 Anchorage  
 ON NOVEMBER 22 - 83  
 11:44 A.  
 ST+TCO  
 SECURITY TITLE AND TRUST CO.

83-387  
 RECORDED - FILED 16  
 Anchorage  
 ON SEPTEMBER 26 - 83  
 10:51 A.  
 ST+TCO

*Sidney E. Clark*

CONDOMINIUM SURVEY PLAT  
 HILLS SUBDIVISION  
 TRACT A

SOUTH PARK CONDOMINIUMS  
 PHASE I  
 SITE PLAN & CERTIFICATES

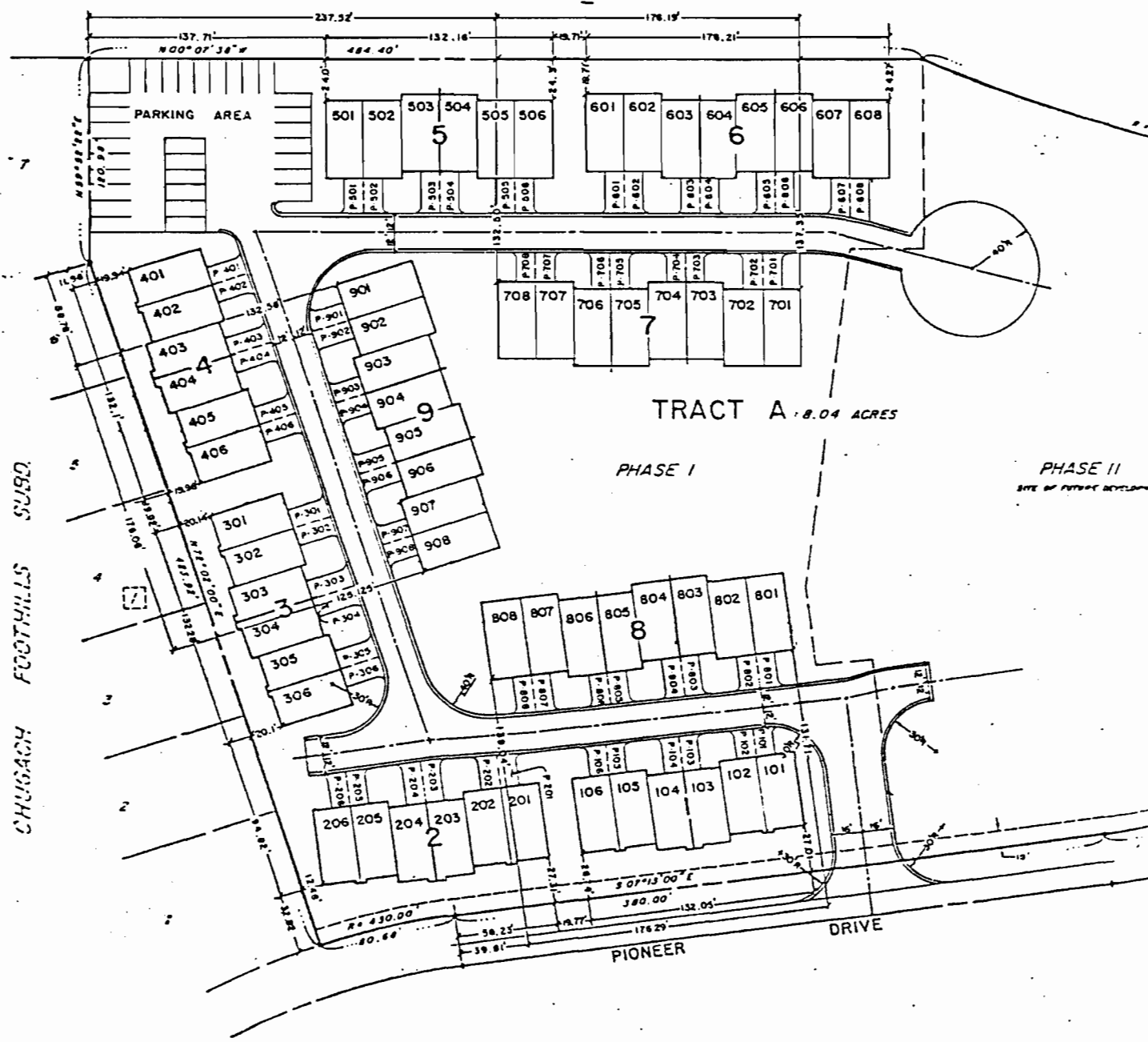
SHEET 1 OF 4

**LEGEND**

- PROPERTY LINE
- CENTER LINE
- P PARKING AREA OF LIMITED COMMON OWNERSHIP, APPURTENANT TO CONJOINED UNIT.
- D DECK AREA OF LIMITED COMMON OWNERSHIP, APPURTENANT TO CONJOINED UNIT.

**NOTES**

1. BOUNDARY BEARING & DISTANCES AS PER RECORD PLAT 73-97.
2. ROADWAYS, CURBS, DRIVEWAYS, & EXTERIOR PARKING AREAS TO BE CONSTRUCTED NOT COMPLETED AT PLAT SUBMITTAL.
3. PROJECT LOCATED ON TRACT A, CHUGACH FOOTHILLS SUBDIVISION, AS RECORDED ON FEB. 7, 1973 IN THE ANCHORAGE RECORDING DISTRICT, PLAT NO. 73-97.
4. THE CONDOMINIUM DEPICTED HEREIN IS SUBJECT TO THE PROVISIONS OF THE HORIZONTAL PROPERTY REGIME ACT, ALASKA STATUTE 34.07.
5. ALL DIMENSIONS & TIC LINES INTERSECT BUILDING LINES & PROPERTY LINES AT RIGHT(90°) ANGLES UNLESS OTHERWISE NOTED.
6. ALL DISTANCES, DIMENSIONS, & ELEVATIONS ARE GIVEN IN FEET, TENTHS, & HUNDRETHS, OF A FOOT.
7. FOR DESCRIPTION OF "UNIT" SEE ARTICLE 1, SECT. 3 OF DECLARATION.
8. FOR DESCRIPTION OF "LIMITED COMMON AREAS & FACILITIES" SEE ART. 1, SECT. 4 OF DECLARATION. LIMITED COMMON AREAS ARE DEPICTED BY A CODE LETTER, AS DESIGNATED IN THE LEGEND HEREIN, & APPURTENANT TO THE UNIT WITH WHICH THEY ARE CONJOINED.
9. DESCRIPTION OF "COMMON AREAS & FACILITIES", SEE ART. 1, SECT. 7 OF DECLARATION.
10. TOTAL AREA FOR EACH UNIT, NOT INCLUDING COMMON AREAS FOR THAT UNIT, IS DESCRIBED IN EXHIBIT "A" OF THE DECLARATION & THE FLOOR PLAN DESIGNATION FOR EACH UNIT IS LISTED UNDER THE BLDG NO. & UNIT NO. IN THE SAME EXHIBIT "A".
11. THE DECLARATION SUBMITTING THE PROPERTY HEREIN SHOWN TO THE HORIZ. PROPERTY REGIME ACT OF THE STATE OF ALASKA (TITLE 34, C CHAPTER OF, AL. STATUTES) IS RECORDED IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA AT BOOK 411 PAGE 673 THROUGH PAGE 693 INCLUSIVE, AND AS AMENDED BY THAT CERTAIN DECLARATION RECORDED IN BOOK 1002, PAGE 623 THROUGH PAGE 629.
12. BASIS OF VERTICAL CONTROL IS BENCHMARK 6448 98, ELEV. 313.83 WEST FACE OF WATER RESERVOIR CONTROL BLDG. 300 FEET WEST, 180 FEET SOUTH OF TUOODR / PATTERSON INTERSECTION.
13. A RIGHT OF WAY EASEMENT IS GRANTED TO CHUGACH ELECTRIC ASSOC., INC. TO CONSTRUCT, OPERATE & MAINTAIN AN ELECTRIC TRANSMISSION & / OR TELEPHONE DISTRIBUTION LINE OR SYSTEM BY INSTRUMENT RECORDED AUGUST 1, 1983, IN THE ANCHORAGE RECORDING DISTRICT, BOOK 229, PAGE 402.

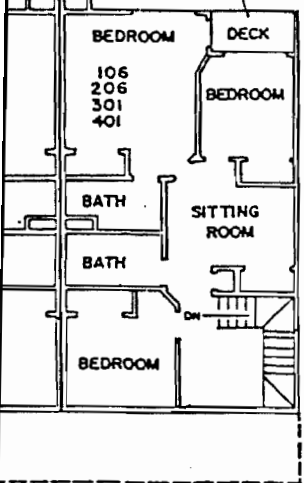


**ARCTIC ENGINEERS INC.** ANCHORAGE, ALASKA

PROJECT NO. 93 - 017 - 01 MCD  
 DESIGNED : AS BUILT  
 DRAWN : G.R. WH.  
 CHECKED : S.C.  
 DATE : 8/25/83  
 SCALE : 1" = 40'

CONDOM.  
 CHUGACH FO

D106C  
D206C  
D301C  
D401C

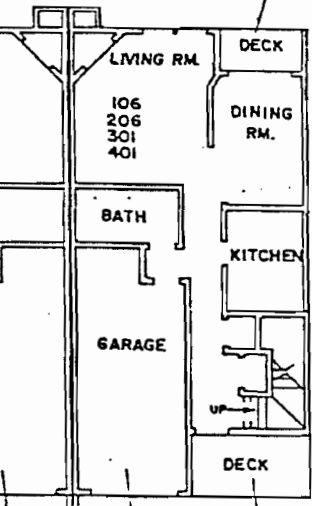


DATA-A' UNITS 101-406

UNIT NO.	FIN FLOOR EL.		AREA IN SQUARE FEET			
	LOWER LEVEL	UPPER LEVEL	UNIT	DECK	LIMITED COMMON USE	GARAGE-EXT. P.C.
101	332.7	342.0	601	747	126	202
102						
103						
104						
105						
106	332.7	342.0				
201	331.6	340.9				
202						
203						
204						
205						
206	331.6	340.9				
301	330.5	339.8				
302						
303						
304						
305						
306	330.5	339.8				
401	329.4	338.7				
402						
403						
404						
405						
406	329.4	338.7	601	747	126	202

CEILING ELEVATIONS FOR LOWER & UPPER LEVELS OF ALL UNITS & GARAGES ARE 8.0' HIGHER THAN THE FINISHED FLOOR LEVELS.

D106B  
D206B  
D301B  
D401B



G106  
G206  
G301  
G401

D106A  
D206A  
D301A  
D401A

83-483

RECORDED - FILED 16  
ANCHORAGE  
NOVEMBER 22 83  
11:44 A.  
STATED  
SECURITY TITLE AND  
TRUST CO.

NOTES:

1. THE UNIT DIMENSIONS SHOWN HEREON ARE TYPICAL FOR ALL UNITS. ACTUAL DIMENSIONS MAY VARY.
2. THE BUILDING PLAN SHOWN IS TYPICAL OF THE 'A' TYPE PLANS. UNIT NUMBERS LISTED WITHIN THE BUILDING PLAN DEPICT THE LOCATION OF THAT UNIT WITHIN ITS BUILDING.
3. ALL DISTANCES, DIMENSIONS, & ELEVATIONS ARE GIVEN IN FEET, TENTHS & HUNDRETHS OF FEET.
4. KEY TO GRAPHIC DEFINITION OF AREA LIMITS, TYPICAL ALL UNITS HEREIN DEPICTED.
  - (U) AREA OF UNIT OWNERSHIP
  - (G) AREA OF GARAGE; LIMITED COMMON OWNERSHIP, APPURTENANT TO CONJOINED UNIT.
  - (D) AREA OF DECK; LIMITED COMMON OWNERSHIP, APPURTENANT TO CONJOINED UNIT.

83-387

RECORDED - FILED 16  
ANCHORAGE  
SEPTEMBER 22 83  
10:54 A.  
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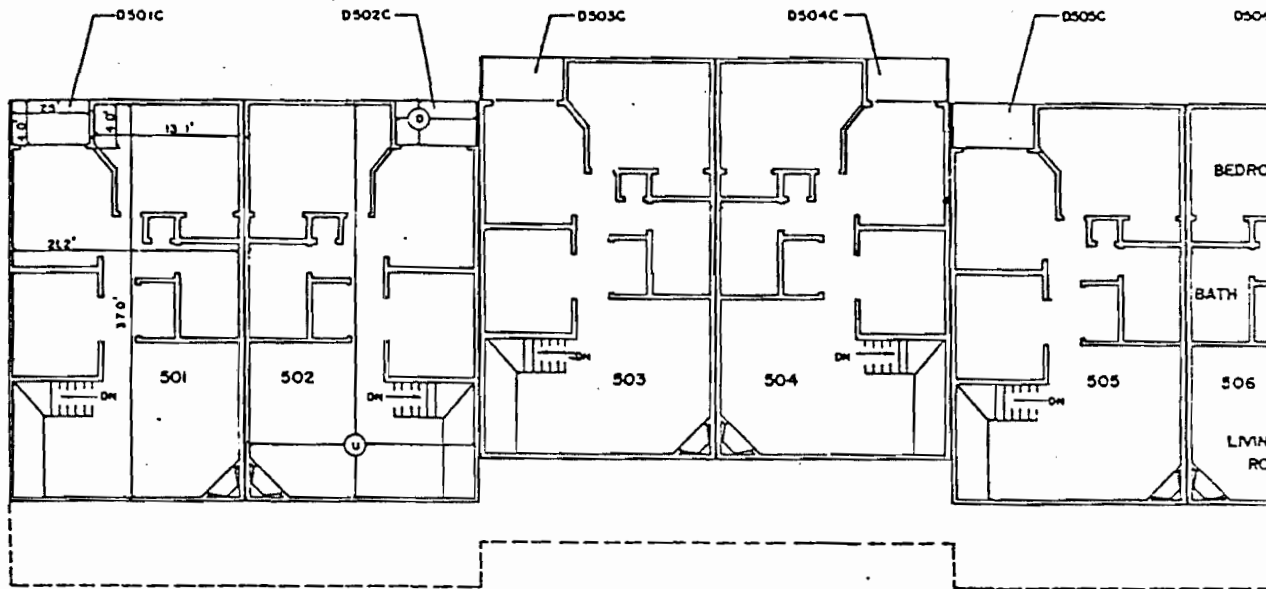
5. THE DECLARATION SUBMITTING THE PROPERTY HEREIN SHOWN TO THE HORIZ. PROPERTY REGIME ACT OF THE STATE OF ALASKA IS RECORDED IN THE ANCHORAGE RECORDING DISTRICT AT BOOK 971, PGS 443 THROUGH 485 INCLUSIVE, & AS AMENDED BY THAT CERTAIN DECLARATION RECORDED IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ THROUGH PAGE \_\_\_\_\_

SOUTH PARK CONDOMINIUMS

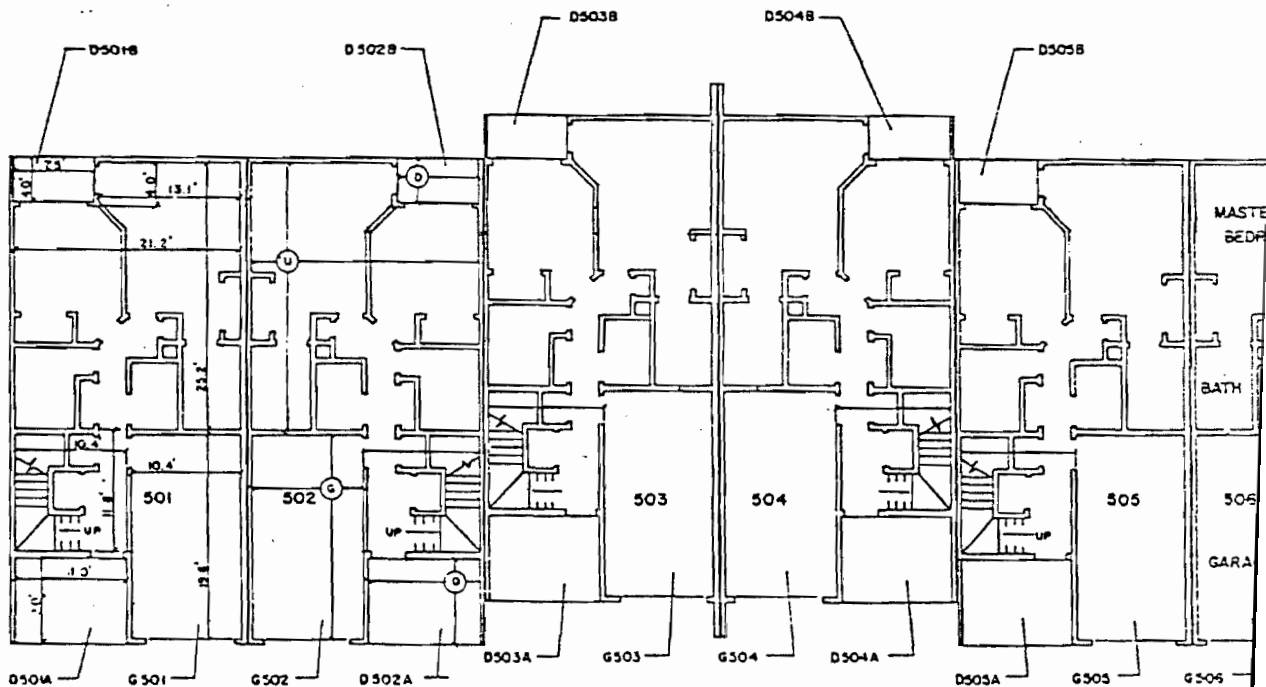
PHASE I

UNIT PLANS: 101-406  
BUILDING PLANS: TYPE A





UPPER LEVEL FLOOR PLAN



LOWER LEVEL FLOOR PLAN

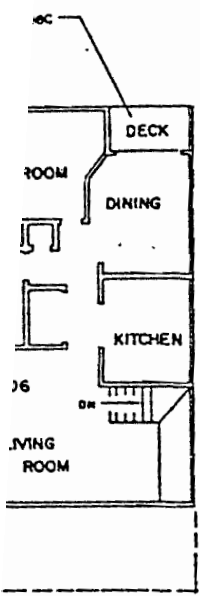
BUILDING PLAN-TYPE B (SIX UNITS)

BUILDING 5 SCALE: 1"=8.0'

3. THE C  
MCHZ  
BY TH  
THRO  
RECH

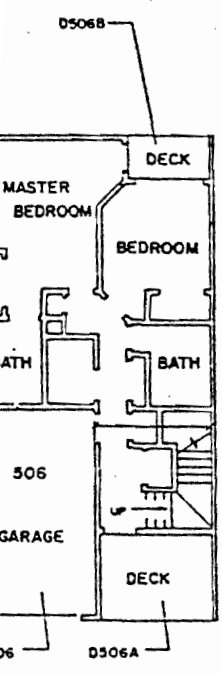
**ARCTIC ENGINEERS INC.** ANCHORAGE, ALASKA

PROJECT NO. 83-017 MCD  
 DESIGNED :  
 DRAWN : W.H.  
 CHECKED :  
 DATE :  
 SCALE : 1"=8.0'



DATA-'B' UNITS 501-506							
UNIT NO.	FIN. FLOOR EL.		AREA IN SQUARE FEET				
	LOWER LEVEL	UPPER LEVEL	UNIT		DECK	GARAGE	EXT. PNC.
501	329.4	338.7	625	752	148	204	
502							
503							
504							
505							
506	329.4	338.7	625	752	148	204	

CEILING ELEVATIONS FOR LOWER & UPPER LEVELS OF ALL UNITS & GARAGES ARE 8.0' HIGHER THAN THE FINISHED FLOOR LEVELS



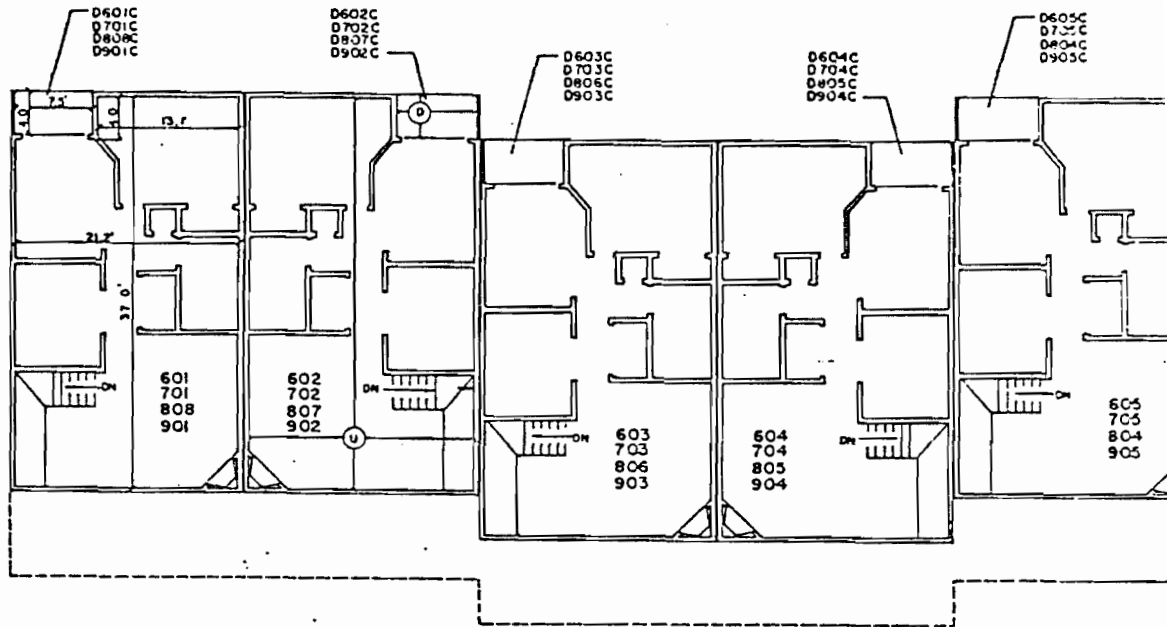
83-483  
RECORDED - FILED  
ANCHORAGE  
NOVEMBER 22 - 83  
STATE  
SEALARY TITLE  
AND TRUST CO.

83-387  
RECORDED - FILED  
ANCHORAGE  
SEPTEMBER 26 - 83  
STATE  
A

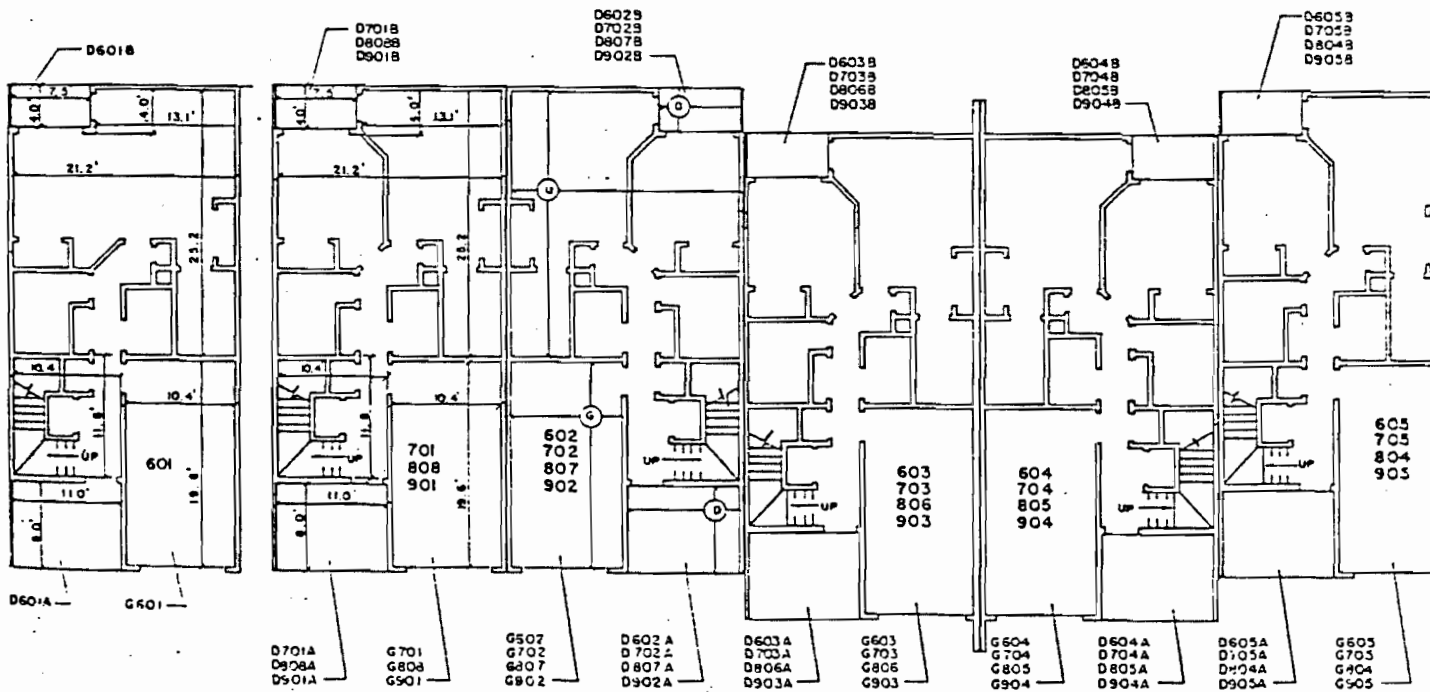
1. THE UNIT DIMENSIONS SHOWN HEREON ARE TYPICAL FOR ALL UNITS. ACTUAL DIMENSIONS MAY VARY.
2. THE BUILDING PLAN SHOWN IS TYPICAL OF THE 'B' TYPE PLANS WITH SKETCHED UNIT NUMBERS LISTED WITHIN THE BUILDING PLAN DEPICT THE FLOOR PLAN & LOCATION OF THAT UNIT IN ITS BUILDING.
3. ALL DISTANCES, DIMENSIONS, & ELEVATIONS ARE GIVEN IN FEET, TENTHS & HUNDRETHS OF FEET.
4. KEY TO GRAPHIC DEFINITION OF AREA LIMITS.
  - (U) AREA OF UNIT OWNERSHIP
  - (G) AREA OF GARAGE; LIMITED COMMON OWNERSHIP.
  - (D) AREA OF DECK; LIMITED COMMON OWNERSHIP.

THE DECLARATION SUBMITTING THE PROPERTY HEREIN SHOWN TO THE ALASKA PROPERTY REGIME ACT OF THE STATE OF ALASKA IS RECORDED IN THE ANCHORAGE RECORDING DISTRICT AT BOOK 971, PAGES 843 THROUGH 855 INCLUSIVE, & AS AMENDED BY THAT CERTAIN DECLARATION RECORDED IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ THROUGH PAGE \_\_\_\_\_.

**SOUTH PARK CONDOMINIUMS**  
PHASE I  
UNIT PLANS: 501-506  
BUILDING PLANS: TYPE B



UPPER LEVEL FLOOR PLAN



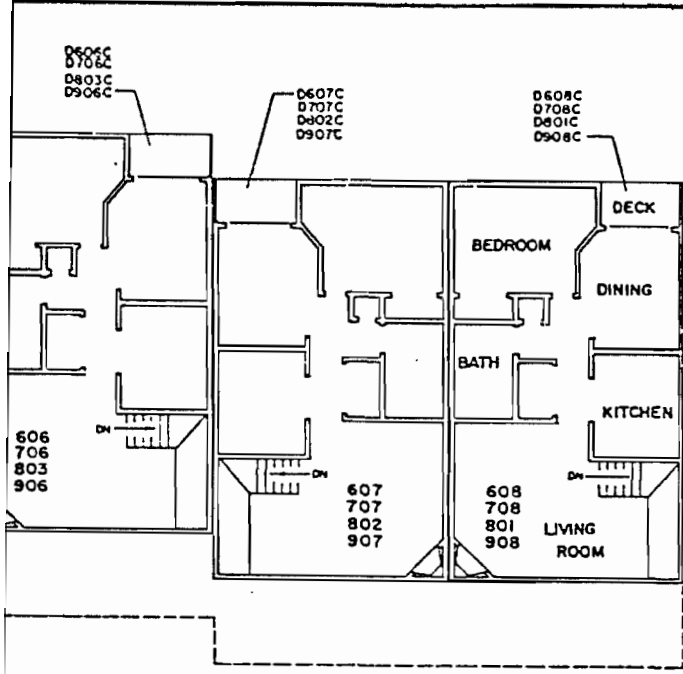
LOWER LEVEL FLOOR PLAN  
 BUILDING PLAN - TYPE B (EIG)  
 BUILDINGS 6,7,8,9 SCALE: 1" = 8.0'

ALTERNATIVE  
 LOWER LEVEL  
 PLAN



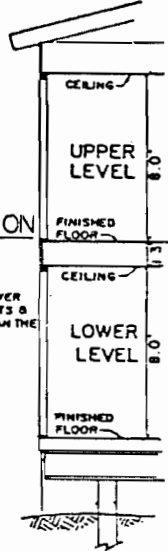
PROJECT NO. 83-017MCD  
 DESIGNED :  
 DRAWN : W.H.  
 CHECKED :  
 DATE :  
 SCALE : 1" = 8.0'

83-485  
4 of 4

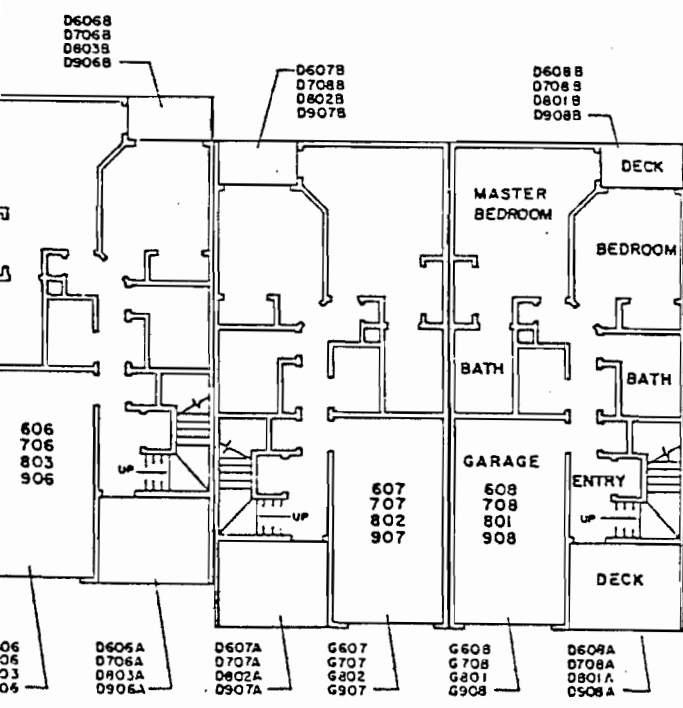


TYPICAL ELEVATION  
(ALL UNITS)

N.T.S.  
NOTE:  
CEILING ELEVATIONS FOR LOWER & UPPER LEVELS OF ALL UNITS & GARAGES IS 8.0' HIGHER THAN THE FINISHED FLOORS



UNIT NO	FIN FLOOR EL		AREA IN SQUARE FEET			
	LOWER LEVEL	UPPER LEVEL	UNIT		LIMITED COMMON USE	
			LOWER	UPPER	DECK	GARAGE/EXT PKG
601	330.6	339.9	625	752	148	204
602						
603						
604						
605						
606						
607						
608	330.6	339.9				
701	330.7	340.0				
702						
703						
704						
705						
706						
707						
708	330.7	340.0				
801	332.7	342.0				
802						
803						
804						
805						
806						
807						
808	332.7	342.0				
901	330.6	339.9				
902						
903						
904						
905						
906						
907						
908	330.6	339.9	625	752	148	204



83-485  
ANCHORAGE, ALASKA  
NOVEMBER 22, 1983  
11:44 A  
SECURITY TITLE  
AND TRUST CO.

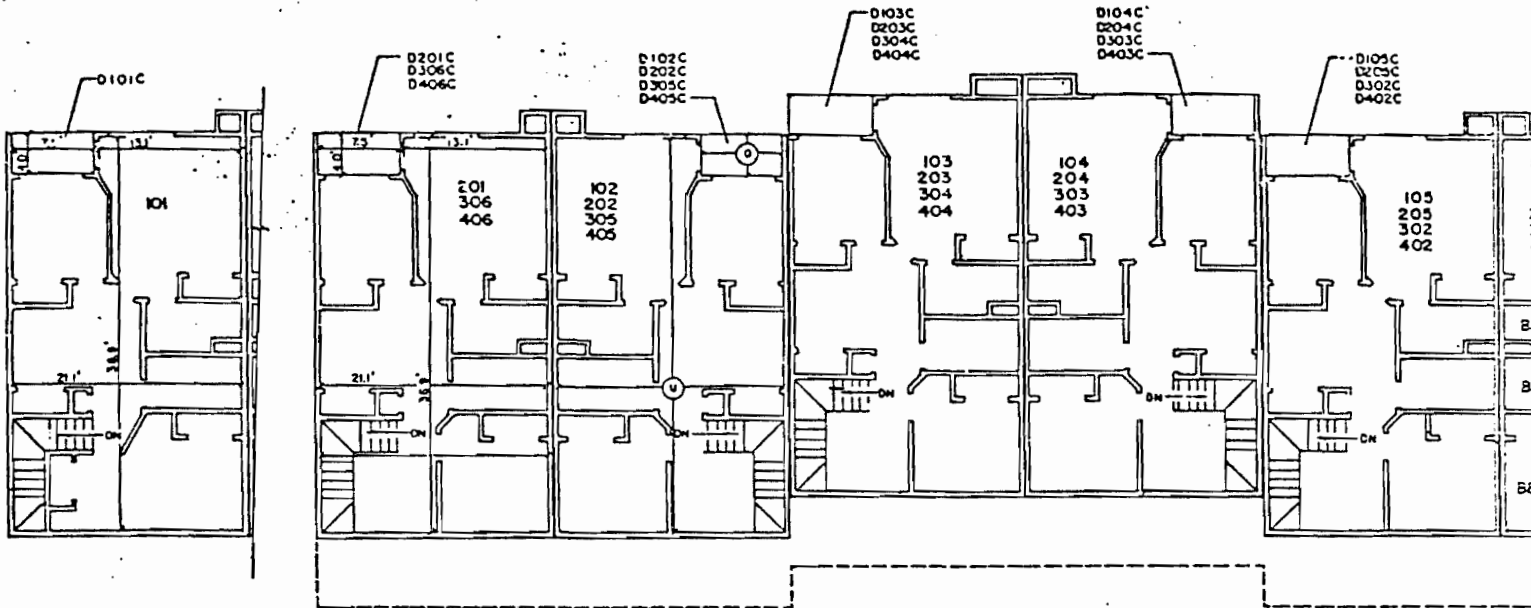
NOTES:

1. THE UNIT DIMENSIONS SHOWN HEREON ARE TYPICAL FOR ALL UNITS. ACTUAL DIMENSIONS MAY VARY.
2. THE BUILDING PLAN SHOWN IS A TYPICAL 'B' TYPE PLAN WITH EIGHT UNITS. UNIT NUMBERS LISTED WITHIN THE BUILDING PLAN DEPICT THE FLOOR PLAN'S LOCATION OF THAT UNIT IN ITS BUILDING.
3. ALL DISTANCES, DIMENSIONS & ELEVATIONS ARE GIVEN IN FEET, TENTHS, & HUNDREDTHS OF FEET.
4. KEY TO GRAPHIC DEFINITION OF AREA LIMITS TYPICAL OF ALL UNITS HEREIN DEPICTED:  
 (U) AREA OF UNIT OWNERSHIP.  
 (G) AREA OF GARAGE; LIMITED COMMON OWNERSHIP APPURTENANT TO CONJOINED UNIT.  
 (D) AREA OF DECK; LIMITED COMMON OWNERSHIP APPURTENANT TO CONJOINED UNIT.

T UNITS)  
THE DECLARATION SUBMITTING THE PROPERTY HEREIN SHOWN TO THE HOMEOWNERS' REGIME, ACT OF THE STATE OF ALASKA IS RECORDED IN THE ANCHORAGE RECORDING DISTRICT AT BOOK 971, PAGES 843 THROUGH 893 INCLUSIVE, & AS AMENDED BY THAT CERTAIN DECLARATION RECORDED IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ THROUGH PAGE \_\_\_\_\_.

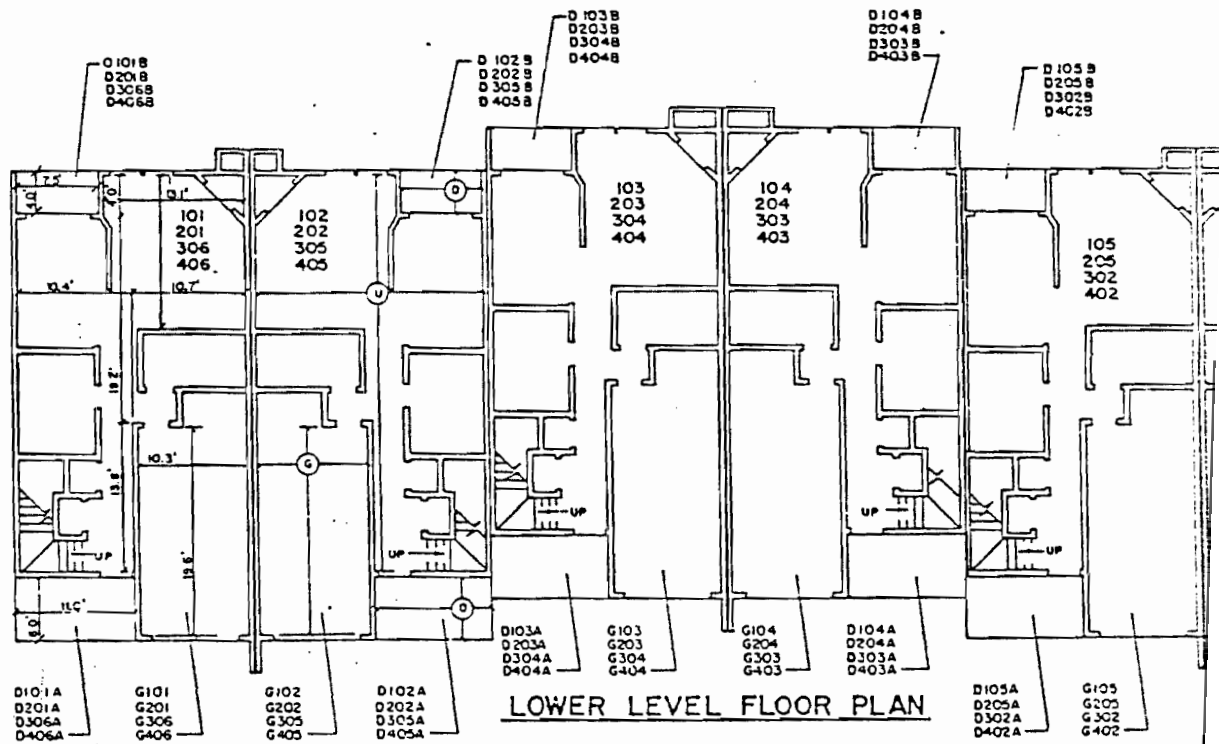
83-387  
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ANCHORAGE, ALASKA  
SEPTEMBER 26, 1983  
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**SOUTH PARK CONDOMINIUMS**  
PHASE I  
UNIT PLANS: 601-908  
BUILDING PLANS: TYPE B



ALTERNATIVE  
UPPER LEVEL PLAN

UPPER LEVEL FLOOR PLAN



LOWER LEVEL FLOOR PLAN

**BUILDING PLAN TYPE A**

(BUILDING 1,2,3,4) SCALE: 1" = 8.0'



PROJECT NO. 83-017 MCD  
 DESIGNED :  
 DRAWN : W.H.  
 CHECKED :  
 DATS :  
 SCALE : 1" = 8.0'

J.T.  
CCC copy

83-403

BOOK 1005

PAGE 0605

AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS, RESERVATION OF EASEMENTS  
AND CONDOMINIUM PLAN PURSUANT TO THE HORIZONTAL  
PROPERTY REGIMES ACT OF THE STATE OF ALASKA

FOR  
SOUTH PARK CONDOMINIUMS  
(Phase I)

(A) The undersigned, T.M.C. COMPANY, an Alaska Corporation (hereinafter Declarant), on the 26th day of September, 1983, caused a "Declaration of Covenants, Conditions and Restrictions, Reservation of Easements and Condominium Plan Pursuant to the Horizontal Property Regimes Act of the State of Alaska (A.S. 34.07, et seq.) for South Park Condominiums (Phase I) (hereinafter Phase I Declaration) to be recorded in the Anchorage Recording District, Third Judicial District, State of Alaska in Book 971 at Pages 643 through 695, inclusive, and contemporaneously caused survey maps and floor plans for the project to be filed under Plat No. 83-387.

(B) The property in Phase I is more particularly described as follows:

Tract "A", CHUGACH FOOTHILLS SUBDIVISION, NO. 1, according to Plat No. 83-387, being within the Anchorage Recording District, Third Judicial District, State of Alaska; S.E.C. Muldoon Road and Pioneer Drive.

(C) The purpose of this Amendment to the Phase I Declaration is to reflect the following:

1. That a note was added to the survey maps and floor plans filed hereunder to reflect "CEILING ELEVATIONS FOR LOWER & UPPER LEVELS OF ALL UNITS & GARAGES ARE 8.0' HIGHER THAN THE FINISHED FLOOR LEVELS.", which note is added to pages 2, 3 and 4 thereof; and
2. That Unit No. 601 has been changed from a 3 bedroom to a 2 bedroom unit, and said survey maps and floor plans have been amended to provide (a) for an "Alternate Lower Level Plan" for Unit No. 601, on Page 4 of said amended survey maps and floor plans, and (b) reference to Unit 601 is deleted from lower level building plan type B on Page 3.

(D) At the time of recording this Amended Declaration,

WSE

there has been filed in the Anchorage Recording District, Third Judicial District, State of Alaska, amended survey maps and floor plans under File No. 83-482 which amended floor plans and survey maps are incorporated by reference herein as if fully set forth.

This Amendment to Declaration has been executed on the 21<sup>st</sup> day of November, 1983.

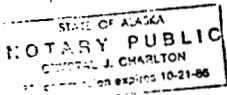
DECLARANT: T.M.C. COMPANY

By *Rudolf Fleubek* Sec.

STATE OF ALASKA )  
 ) ss.  
THIRD DISTRICT )

THIS IS TO CERTIFY that on the 21<sup>st</sup> day of November, 1983, before me the undersigned Notary Public personally appeared *Rudolf Fleubek*, known to me to be the *Secretary* of T.M.C. COMPANY, the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its By-Laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



*Crystal J. Charlton*  
Notary Public in and for Alaska  
My Commission expires: *10 21 86*

83-093261

11 *cc*

RECORDED - SPEED  
ANCHORAGE REC.  
DISTRICT

Nov 27 11 44 AM '83

REQUESTED BY *ST+TCO*  
ADDRESS \_\_\_\_\_

ENGINEERS CERTIFICATE OF CORRECTION TO PLAT

Name of Plat: South Park Condominiums, Phase 1

Pursuant to the provisions of Laws of Alaska, Sidney E. Clark, the undersigned, a Registered Engineer in and for the State of Alaska, declare as follows:

1. That I prepared the plat of South Park Condominiums, Tract A, Chugach Foothills Subdivision on September 26, 1983, in the office of the Anchorage District Recorder, Anchorage, Alaska, under plat file number 83-387.
2. That said plat contains an omission and revision in the following particulars, to-wit:
  - a. Further information should be included so that interior volume of the units can be calculated.
  - b. Page and book numbers for the revised recording should be added to each page.
  - c. An alternative lower level plan is to be included covering modifications to unit 601
3. That said plat is hereby corrected in the following particular, to-wit:
  - a. A note is added, to be included with the data chart on pages 2, 3, & 4, of 4, stating: Ceiling elevations for lower and upper levels of all units and garages are 8.0' higher than the finished floors. A typical elevation is added to page 4 of 4 which graphically describes heights from finished floor to ceiling, for lower and upper units.
  - b. A note is added to pages 2, 3, & 4 of the plat including information reference to the applicable recording book and page numbers. Declaration amendment recording information is added to page 1.
  - c. An alternative plan is added to page 4 of 4 which shows the revised plan for unit 601, lower level. Reference to Unit 601 is deleted from lower level building plan-type B. (page 3 of 4)

The above listed revisions and additions were made to the plat.

Date: October 10, 1983



83-483  
 RECORDED-FILED 16  
 ANCHORAGE  
 DATE NOVEMBER 22 1983  
 TIME 11:44 AM  
 STATE OF ALASKA  
 SECURITY TITLE  
 AND TRUST CO.

STATE OF ALASKA }  
Third Judicial District }

THIS IS TO CERTIFY that on the 16<sup>th</sup> day of November 1983, before me, the undersigned, a notary public in and for the State of Alaska duly commissioned sworn personally appeared SIDNEY E. CLARK to be known and known to me to be the individual named herein and acknowledged to me that such instrument was executed the within instrument on behalf of the corporation herein named, and acknowledged to me that the same was executed as a free act and deed of the said corporation for the uses and purposes therein stated and pursuant to its bylaws and or a resolution of its board of directors.

WITNESS my hand and official seal the day and year first above written.



*Guy F. Wilson*  
 Notary in and for Alaska  
 My commission expires 5/13/86



BOOK 1173

PAGE 0794

AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS, RESERVATION OF EASEMENTS  
AND CONDOMINIUM PLAN PURSUANT TO THE HORIZONTAL  
PROPERTY REGIMES ACT OF THE STATE OF ALASKA

FOR

SOUTH PARK CONDOMINIUMS  
(Phase II)

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BOOK 1173

PAGE 0796

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AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS, RESERVATION OF EASEMENTS  
AND CONDOMINIUM PLAN PURSUANT TO THE HORIZONTAL  
PROPERTY REGIMES ACT OF THE STATE OF ALASKA

FOR  
SOUTH PARK CONDOMINIUMS  
(Phase II)

P R E A M B L E

(A) The undersigned, THE MARKING COMPANY, (hereinafter Declarant), on the 26th day of September, 1983, caused a "Declaration of Covenants, Conditions and Restrictions, Reservation of Easements and Condominium Plan Pursuant to the Horizontal Property Regimes Act of the State of Alaska (A.S. 34.07, et seq.) for South Park Condominium (Phase I) (herein

after Phase I Declaration) to be recorded in the Anchorage Recording District, Third Judicial District, State of Alaska in Book 971 at Pages 643 through 695, inclusive and Amended November 22, 1983 in Book 1005 at Page 606, and contemporaneously caused survey maps and floor plans for the project to be filed under File No. 83-387 and correction filed under File No. 83-483. The survey maps and floor plans referred to above are sometimes referred to herein as "Phase I survey maps and floor plans".

(B) Said Phase I Declaration pertained to Phase I of the project known as South Park Condominiums and set forth procedures for expansion to include additional real property and improvements thereon:

(C) The property in Phase I is more particularly described as follows:

Tract "A", CHUGACH FOOTHILLS SUBDIVISION NO. 1, according to Plat No. 73-87, being within the Anchorage Recording District, Third Judicial District, State of Alaska; S.E.C. Muldoon Road and Pioneer Drive.

(D) The purpose of this Amendment to the Phase I Declaration is to reflect expansion of the project to include additional land and improvements.

(E) Pursuant to Article XIII of such Phase I Declara-

tion, and Declarant being the owner of the Phase II real property which is also described as follows:

Tract "A", CHUGACH FOOTHILLS SUBDIVISION, NO. 1, according to Plat No. 73-87, being within the Anchorage Recording District, Third Judicial District, State of Alaska; S.E.C. Muldoon Road and Pioneer Drive.

hereby submits said Phase II property consisting of fifty-two (52) units, to the provisions of the Horizontal Property Regimes Act (Title 34, Chapter 7, Alaska Statutes) as now existing, or as hereafter amended, and hereby establishes an Amended Horizontal Property Regime with respect to the Phase I and the Phase II property so that all the property described above shall be a single "property" as defined in A.S. 34.07.450(13) and shall constitute a single "Horizontal Property Regime".

(F) At the time of recording this Amended Declaration, there has been filed in the Anchorage Recording District, Third Judicial District, State of Alaska, amended survey maps and floor plans for the entire project under File No. 4-373 which amended floor plans and survey maps are incorporated by reference herein as if fully set forth. As used in this Amended Declaration, a reference to the floor plans and/or survey maps refers to the above-described amended floor plans and survey maps unless otherwise specified.

#### ARTICLE I

##### DEFINITIONS

###### Section 1: PROPERTY

The "Property" shall mean all the real property described above.

###### Section 2: CONDOMINIUM

"Condominium" shall mean an undivided fee ownership interest in the common areas and limited common areas, together with a separate ownership interest in fee in a unit.

###### Section 3: UNIT

"Unit" shall mean and include the elements of a condominium not owned in common with the owners of other condo-

miniums in the property; each of the Units in the multi-family structure, each separately described and designated in Exhibit "A" which is attached and incorporated herein by this reference, shall be a separate free-hold estate consisting of the space bounded by and contained within the interior surfaces of the perimeter walls, floors, roof, windows and doors of each Unit. In interpreting deeds, declarations and plans, the existing physical boundaries of the Unit, or a Unit constructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the description expressed in the deed, plan or declaration, regardless of settling or lateral movement of the building, and regardless of minor variances between boundaries as shown on the plan or in the deed and declaration and those of the building as constructed.

Section 4: UNIT OWNER

"Unit owner" shall mean the person or persons holding title in fee to a Unit.

Section 5: PROJECT

"Project" shall mean the entire property divided into condominiums, or to be divided into condominiums, including all structures thereon, the common areas, the limited common areas and the Units within the property.

Section 6: LIMITED COMMON AREAS

"Limited common areas" shall be and include all areas for which exclusive easements are reserved for the benefit of Unit owners, including, but not limited to, assigned parking spaces and decks, as those areas are set forth on the survey map and/or the set of floor plans filed simultaneously herewith and incorporated herein by this reference as though fully set forth. The limited common areas for each Unit are described in Exhibit "B" attached to this Declaration and incorporated herein by this reference.

Section 7: COMMON AREAS

"Common areas" shall mean and include all areas on the property, except the Units, and shall further include, for maintenance purposes of the Association, all gas, water and waste pipes, all sewers, all ducts, chutes, conduits, wires and other utility installation of the multi-family structure wherever located (except the outlets thereof when located

within the Units), the lot upon which the structure is located and the airspace above the structure, all bearing walls, columns, floors, the roof, slab, foundation, and landscaping.

Section 8: RESIDENCE

"Residence" shall mean and include a Unit and its corresponding limited common areas over which the Unit owner has an exclusive easement as provided for herein.

Section 9: COMMON ASSESSMENT

"Common Assessment" shall mean the charge against an owner for his proportionate share of the cost of maintaining, improving, repairing and managing the project and all other common expenses, including operational costs for the common areas, which are to be paid by each Unit owner to the Association for common expenses and charged to his condominium.

Section 10: SPECIAL ASSESSMENT

"Special assessment" shall mean a charge against a particular Unit owner and his condominium, directly attributable to the Unit owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration.

Section 11: CAPITAL IMPROVEMENT ASSESSMENT

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

Section 12: ASSOCIATION

"Association" shall mean South Park Homeowners Association, Inc.

Section 13: COMMON EXPENSES

"Common expenses" shall mean the actual and estimated costs of maintenance, management, operation, repair and replacement of the common areas and limited common areas (to the extent not paid by the Unit owner responsible for payment).

including unpaid special reconstruction and capital improvement assessments; costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of utilities, gardening and other services benefiting the common areas and limited common areas; the costs of fire, casualty, liability, workmen's compensation and other insurance covering the project; the cost of bonding of the members of the Association or managing agents; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the entire project or portions thereof; and the costs of any other item or items designated by the Association for any reason whatsoever.

Section 14: MORTGAGE - MORTGAGEE - MORTGAGOR

Reference in this Declaration to a mortgage shall be deemed to include a deed of trust; reference to a mortgagee shall be deemed to include the beneficiary of a deed of trust; and reference to a mortgagor shall be deemed to include the trustor of the deed of trust.

Section 15: BOARD OF DIRECTORS

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

ARTICLE II

RESIDENCE AND USE RESTRICTIONS

Section 1: SINGLE-FAMILY RESIDENCE

Residences shall be used exclusively for single-family residential purposes.

Section 2: DESCRIPTION OF CONDOMINIUM BUILDINGS

Phase II of this Condominium project consists of fifty-two (52) residential, townhouse style, Units in eight (8) separate buildings. Building Nos. 12, 13, 14, 15, 16 and 17 contain six (6) Units each, and Building Nos. 10 and 11 contain eight (8) Units each, all situated within the boundaries of the property described in paragraph (A) of the Preamble hereof. All buildings are two (2) stories, with one built-in enclosed parking space for each Unit, and one open parking pad, making two (2) parking spaces per Unit.



The buildings are located concentrically on the site, which has a single access drive onto adjacent, dedicated Pioneer Drive.

All of the buildings are built on engineer designed structural steel pilings, and have a full crawl space. The exterior walls are 2" x 6" construction and the exterior siding is T-1-11 - special T-1-11 siding which appears to be routed. The roof is of composition shingle cover with manufactured trusses 24" on center. The exterior doors are insulated metal, and the windows are thermopane. The insulation factor in the exterior walls is R-19 and is R-38 in the ceilings. The interior walls are 5/8" one hour rated, textured and painted sheet rock. Heat is supplied by a gas fired forced air system for each Unit.

Section 3: PARKING AND VEHICULAR RESTRICTIONS

There are one hundred four (104) parking spaces, two (2) for each Unit, one being built-in, enclosed parking, and the other being an open parking pad. All parking spaces are assigned as limited common areas for the exclusive benefit of particular Units.

Sections 3 through 13 of Article II of the Phase I Declaration are expressly incorporated herein by reference as though fully set forth.

ARTICLE III

ARCHITECTURAL PROVISIONS

See ARTICLE II of the Phase I Declaration which is expressly incorporated by reference herein as if fully set forth.

ARTICLE IV

REPAIR AND MAINTENANCE

See ARTICLE IV of the Phase I Declaration which is expressly incorporated by reference herein as if fully set forth.

ARTICLE V

DESTRUCTION OF IMPROVEMENTS

See ARTICLE V of the Phase I Declaration which is ex-

pressly incorporated by reference herein as if fully set forth.

ARTICLE VI

ASSESSMENTS

See ARTICLE VI of the Phase I Declaration which is expressly incorporated by reference herein as if fully set forth.

ARTICLE VII

THE ASSOCIATION

See ARTICLE VII of the Phase I Declaration which is expressly incorporated by reference herein as if fully set forth.

Declarant shall transfer control of the Association to the Unit owners of Phase II land and improvements no later than the earlier of the following events:

a. One hundred twenty (120) days after transfer of title to seventy-five percent (75%) of the Units in Phase II; or

b. Two (2) years following conveyance of the first Unit in Phase II.

Prior to such time or event, the Declarant, or its successors or assigns, shall have all the rights, powers and obligations of the Association and of the Board to administer Phase II of the project; provided, however, that Declarant shall be subject to all limitations of such power on the Declarant or Association or Board provided for in the above-referred to Phase I Declaration, these Amended Declarations, the By-Laws or the Amended By-Laws.

ARTICLE VIII

RIGHTS OF MORTGAGEE

See ARTICLE VIII of the Phase I Declaration which is expressly incorporated by reference herein as if fully set forth.

ARTICLE IX

INSURANCE

See ARTICLE IX of the Phase I Declaration which is expressly incorporated by reference herein as if fully set forth.

ARTICLE X

DURATION AND AMENDMENT

See ARTICLE X of the Phase I Declaration which is expressly incorporated by reference herein as if fully set forth.

ARTICLE XI

CONDEMNATION

See ARTICLE XI of the Phase I Declaration which is expressly incorporated by reference herein as if fully set forth.

ARTICLE XII

MISCELLANEOUS

See ARTICLE XII of the above-referenced Phase I Declaration which is expressly incorporated by reference herein as if fully set forth, except for ARTICLE XII, Section 5, entitled "Valuation of Unit and Property and Voting Rights". Each Unit in Phase I and Phase II is valued as set forth in Exhibit "C", the total value of such Units being the value of property comprising the project. The owner of each Unit shall have an undivided interest in the common areas and facilities appertaining to each Unit for all purposes, including voting, as set forth in Exhibit "C".

ARTICLE XIII

SUBSEQUENT PHASES

See ARTICLE XIII of the Phase I Declaration which is

expressly incorporated by reference herein as if fully set forth.

This Amendment to Declaration has been executed on the 16<sup>th</sup> day of October, 1984.

DECLARANT: THE MARKLING COMPANY

By Sabine Cleubert  
authorized agent

STATE OF ALASKA )  
                          ) ss.  
THIRD DISTRICT )

THIS IS TO CERTIFY that on the 16<sup>th</sup> day of October, 1984, before me the undersigned Notary Public personally appeared Sabine Cleubert, known to me to be the authorized agent of THE MARKLING COMPANY, who is known to me and to be known to be the person named in and who executed the above and foregoing, and (s)he acknowledged to me that (s)he signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

STATE OF ALASKA  
NOTARY PUBLIC  
TINA ESKELSON

Tina Eskelson  
Notary Public in and for Alaska  
My Commission expires: 2-24-84

EXHIBIT "A"  
DESCRIPTION OF UNITS

There are a total of fifty-two (52) Units in Phase II of this project, located in eight (8) buildings. Buildings 12, 13, 14, 15, 16 and 17 contain six (6) units each, and buildings 10 and 11 contain eight (8) Units each.

All Units have the following features: Dishwasher; garbage disposal; range and oven; heat circulating fireplaces; 7.5' x 4' deck on one floor of each Unit; triple-paned windows in living room and bedroom windows; breakfast bar; individual hook-ups for washer and dryer; and one enclosed in-unit parking garage.

Each Unit has direct access to the common walkways and outside grounds, which in turn abut dedicated streets.

There are two types of floor plans in this project, described as follows:

PLAN "A": Entry, living room, dining room, kitchen, 3/4 bath, utility room and deck on lower level; 2 bedrooms, 2 baths, sitting room, utility room on upper level; which Units contain approximately 1389 square feet of living area and 202 square feet of garage.

PLAN "B": Entry, 2 bedrooms, 2 baths, and utility room on lower level; living room, kitchen, 1 bedroom, 1 full bath, and deck on upper level; which Units contain approximately 1387 square feet of living area and 202 square feet of garage.

The building number, unit number, floor plan and location of each Unit are as follows:

Building No.	Unit No.	Floor Plan	Location
10	1001	B	South End
10	1002	B	Interior
10	1003	B	Interior
10	1004	B	Interior
10	1005	B	Interior
10	1006	B	Interior
10	1007	B	Interior
10	1008	B	North End

Exhibit "A"

Page 1 of 3 pages

Building No.	Unit No.	Floor Plan	Location
11	1101	B	South End
11	1102	B	Interior
11	1103	B	Interior
11	1104	B	Interior
11	1105	B	Interior
11	1106	B	Interior
11	1107	B	Interior
11	1108	B	North End
12	1201	B	North End
12	1202	B	Interior
12	1203	B	Interior
12	1204	B	Interior
12	1205	B	Interior
12	1206	B	South End
13	1301	A	North End
13	1302	A	Interior
13	1303	A	Interior
13	1304	A	Interior
13	1305	A	Interior
13	1306	A	South End
14	1401	A	North End
14	1402	A	Interior
14	1403	A	Interior
14	1404	A	Interior
14	1405	A	Interior
14	1406	A	South End
15	1501	B	South End
15	1502	B	Interior
15	1503	B	Interior
15	1504	B	Interior

Exhibit "A"  
Page 2 of 3 Pages

<u>Building No.</u>	<u>Unit No.</u>	<u>Floor Plan</u>	<u>Location</u>
11	1101	B	South End
11	1102	B	Interior
11	1103	B	Interior
11	1104	B	Interior
11	1105	B	Interior
11	1106	B	Interior
11	1107	B	Interior
11	1108	B	North End
12	1201	B	North End
12	1202	B	Interior
12	1203	B	Interior
12	1204	B	Interior
12	1205	B	Interior
12	1206	B	South End
13	1301	A	North End
13	1302	A	Interior
13	1303	A	Interior
13	1304	A	Interior
13	1305	A	Interior
13	1306	A	South End
14	1401	A	North End
14	1402	A	Interior
14	1403	A	Interior
14	1404	A	Interior
14	1405	A	Interior
14	1406	A	South End
15	1501	B	South End
15	1502	B	Interior
15	1503	B	Interior
15	1504	B	Interior

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<u>Building No.</u>	<u>Unit No.</u>	<u>Floor Plan</u>	<u>Location</u>
15	1505	B	Interior
15	1506	B	North End
16	1601	B	South End
16	1602	B	Interior
16	1603	B	Interior
16	1604	B	Interior
16	1605	B	Interior
16	1606	B	North End
17	1701	B	West End
17	1702	B	Interior
17	1703	B	Interior
17	1704	B	Interior
17	1705	B	Interior
17	1706	B	East End

EXHIBIT "B"

DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES

The following described portions of the common areas and facilities are "limited common areas and facilities", reserved for the exclusive use of a particular Unit, to the exclusion of all other Units in the project, as also shown on the survey map and floor plans of the project on file.

Each Unit's one deck area, approximately 7.5' x 4'; each Unit's one enclosed in-Unit parking garage, approximately 202 square feet; and each Unit's one an open parking space.

All walkways for each unit are limited common areas shared by all Units having direct access thereto.



EXHIBIT "C"

Value of Units and Undivided  
Interests in Common Areas and Facilities

<u>Unit</u>	<u>Value</u>	<u>Undivided Interest In Common Areas and Facilities</u>
101.....	101,000.00.....	0.87%
102.....	101,000.00.....	0.87%
103.....	101,000.00.....	0.87%
104.....	101,000.00.....	0.87%
105.....	101,000.00.....	0.87%
106.....	101,000.00.....	0.87%
201.....	101,000.00.....	0.87%
202.....	101,000.00.....	0.87%
203.....	101,000.00.....	0.87%
204.....	101,000.00.....	0.87%
205.....	101,000.00.....	0.87%
206.....	101,000.00.....	0.87%
301.....	101,000.00.....	0.87%
302.....	101,000.00.....	0.87%
303.....	101,000.00.....	0.87%
304.....	101,000.00.....	0.87%
305.....	101,000.00.....	0.87%
306.....	101,000.00.....	0.87%
401.....	101,000.00.....	0.87%
402.....	101,000.00.....	0.87%
403.....	101,000.00.....	0.87%
404.....	101,000.00.....	0.87%
405.....	101,000.00.....	0.87%
406.....	101,000.00.....	0.87%
501.....	102,000.00.....	0.88%
502.....	102,000.00.....	0.88%
503.....	102,000.00.....	0.88%

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504.....	102,000.00.....	0.88%
505.....	102,000.00.....	0.88%
506.....	102,000.00.....	0.88%
601.....	102,000.00.....	0.88%
602.....	102,000.00.....	0.88%
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608.....	102,000.00.....	0.88%
701.....	102,000.00.....	0.88%
702.....	102,000.00.....	0.88%
703.....	102,000.00.....	0.88%
704.....	102,000.00.....	0.88%
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707.....	102,000.00.....	0.88%
708.....	102,000.00.....	0.88%
801.....	102,000.00.....	0.88%
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808.....	102,000.00.....	0.88%
901.....	102,000.00.....	0.88%
902.....	102,000.00.....	0.88%
903.....	102,000.00.....	0.88%
904.....	102,000.00.....	0.88%
905.....	102,000.00.....	0.88%
906.....	102,000.00.....	0.88%

907	102,000.00	0.88%
908	102,000.00	0.88%
1001	102,000.00	0.88%
1002	102,000.00	0.88%
1003	102,000.00	0.88%
1004	102,000.00	0.88%
1005	102,000.00	0.88%
1006	102,000.00	0.88%
1007	102,000.00	0.88%
1008	102,000.00	0.88%
1101	102,000.00	0.88%
1102	102,000.00	0.88%
1103	102,000.00	0.88%
1104	102,000.00	0.88%
1105	102,000.00	0.88%
1106	102,000.00	0.88%
1107	102,000.00	0.88%
1108	102,000.00	0.88%
1201	102,000.00	0.88%
1202	102,000.00	0.88%
1203	102,000.00	0.88%
1204	102,000.00	0.88%
1205	102,000.00	0.88%
1206	102,000.00	0.88%
1301	101,000.00	0.87%
1302	101,000.00	0.87%
1303	101,000.00	0.87%
1304	101,000.00	0.87%
1305	101,000.00	0.87%
1306	101,000.00	0.87%
1401	101,000.00	0.87%
1402	101,000.00	0.87%
1403	101,000.00	0.87%

1404.....	101,000.00.....	0.87%
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1406.....	101,000.00.....	0.87%
1501.....	102,000.00.....	0.88%
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1701.....	102,000.00.....	0.88%
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1705.....	102,000.00.....	0.88%
1706.....	102,000.00.....	0.88%

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