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DECLARATION
OF
WHISPERWOOD HILL CONDOMINIUMS

AFTER RECORDATION RETURN TO:

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DECLARATION

WHISPERWOOD HILL CONDOMINIUMS

Declarant, Hultquist Homes Inc., an Alaska corporation, with an office at 360 E. 100th Avenue, Anchorage, Alaska 99515, does hereby submit the real property in Anchorage, Alaska, described in Schedule A-1, to the provisions of the Common Interest Ownership Act, Title 34, Chapter 8, of the Alaska Statutes, for the purpose of creating Whisperwood Hill Condominiums, and making the Improvements shown in the Plat and Plans attached as Schedules A-3.

ARTICLE I

Definitions

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

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

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

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

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

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

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

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



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

Section 1.7 - Common Interest Community. The real property described in Schedule A-1, subject to the Declaration of Whisperwood Hill Condominiums.

Section 1.8 - Declarant. Hultquist Homes Inc., an Alaska corporation, or its successor as defined in Subsection 34.08.990(12) of the Act.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

Section 1.29 - Special Declarant Rights. Right reserved for the benefit of a Declarant to (a) complete Improvements indicated on Plats and Plans filed with the Declaration; (b) exercise any Development Right; (c) maintain sales offices, management offices, signs advertising the Common Interest Community, and models; (d) use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community or within real estate that may be added to the Common Interest Community; or (e) appoint or remove an officer of the Association or any Executive Board member during any period of Declarant control.



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

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

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

ARTICLE II

Name and Type of Common Interest Community and Association

Section 2.1 - Common Interest Community. The name of the Common Interest Community is "Whisperwood Hill Condominiums." Whisperwood Hill Condominiums are condominiums.

Section 2.2 - Association. The name of the Association is Whisperwood Hill Condominiums Owners Association, Inc.

ARTICLE III

Description of Land

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

ARTICLE IV

Maximum Number of Units; Boundaries

Section 4.1 - Maximum Number of Units. The Common Interest Community upon creation contains six (6) Units situated on three (3) lots. As each building is added it contains the number of Units listed in the most current Schedule A-2. The Declarant reserves the right to create a maximum of forty-eight (48) Units situated on twenty-four (24) lots.

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



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

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

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

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

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

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

ARTICLE V

Limited Common Elements

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

(a) If a chute, flue, pipe, duct, wire, conduit, bearing wall, bearing column or other fixture lies partially within and partially outside the designated boundaries of a Unit, the portion serving only the Unit is a Limited Common Element, allocated solely to the



Unit, the use of which is limited to that Unit, and any portion thereof serving more than one Unit or a portion of the Common Elements is a part of the Common Elements.

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

(c) Chimneys and the flue thereof will be Limited Common Elements allocated to the Unit containing the fireplace.

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

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

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

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

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

ARTICLE VI

Maintenance, Repair, and Replacement

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

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



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

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

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

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

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



replacements to the Common Elements. If such expense is caused by misconduct, it will be assessed following Notice and Hearing.

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

ARTICLE VII

Development Rights and Other Special Declarant Rights

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

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

(b) The right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the Common Interest Community for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the Property. The Declarant also reserves the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community for the above-mentioned purposes. If the Declarant grants any such easements, Schedule A-1 will be amended to include reference to the recorded easement.

(c) The right to withdraw property listed in Schedule A-1 as "Property Subject to Development Rights" from the Common Interest Community.

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

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

(b) Not more than forty-two (42) additional Units may be created on twenty-one (21) Lots under the Development Rights;

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



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

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

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

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

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

(a) To complete Improvements indicated on Plats and Plans filed with the Declaration;

(b) To exercise a Development Right reserved in this Declaration;

(c) To maintain sales offices, management offices, signs advertising the Common Interest Community, and models;

(d) To use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community;

(e) To appoint or remove an officer of the Association or an Executive Board member during a period of Declarant control subject to the provisions of Section 7.9 of this Declaration.

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

Section 7.6 - Construction; Declarant's Easement. The Declarant reserves the right to perform warranty work, and repairs and construction work, and to store materials in secure areas, in Units and Common Elements, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of or exercising Special



Declarant Rights, whether arising under the Act or reserved in the Declaration. Such easement includes the right to convey utility and drainage easements to public utilities, municipalities, the State, riparian owners or upland owners to fulfill the plan of development.

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

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

Section 7.9 - Declarant Control of the Association.

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

(i) Sixty (60) days after conveyance of seventy-five percent (75%) of the Units that may be created to Unit Owners other than a Declarant;

(ii) two (2) years after all Declarants have ceased to offer Units for sale in the ordinary course of business;

(iii) two (2) years after any right to add and create new Units was last exercised.

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

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

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



be created to Unit Owners other than a Declarant, not less than thirty-three-and-one-third percent (33-1/3%) of the members of the Executive Board must be elected by Unit Owners other than the Declarant.

(c) Not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least three (3) members, at least a majority of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers take office upon election.

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

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

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

Earlier termination of certain rights may occur by statute.

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

ARTICLE VIII

Allocated Interests

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



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

(a) Undivided Interest in the Common Elements. Each Unit in the Common Interest Community shall have an equal percentage of the undivided interest in the Common Elements. The Declarant has reserved development rights to create forty-eight (48) Units in the Common Interest Community. If all forty-eight (48) Units are created each Unit will have a 2.083% allocated interest in the Common Elements and liability for Common Expenses.

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

(c) Votes. Each Unit in the Common Interest Community shall have one (1) equal Vote. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the votes as allocated in Schedule A-2.

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

ARTICLE IX

Restrictions on Use, Alienation and Occupancy

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

(a) Residential Use. Each Unit is restricted to residential use as a single-family residence including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign indicating commercial or professional uses may be displayed outside a Unit. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more permanent occupants than two per bedroom (pursuant to Anchorage Code of Ordinances, Chapter 15.10.020 Housing Maintenance and Occupancy code), as designated on the plans on file with the building official of the Municipality of Anchorage.

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



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

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

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

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

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

(h) Parking and Vehicles and Storage.

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

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

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



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

(iv) No junk vehicle shall be parked within Limited Common Element driveways or on the Common Elements. A junk vehicle is a vehicle which is missing essential parts, such as, but not limited to, tires, wheels, engine, brakes, windows, lights and lenses, exhaust system, and such other parts that are necessary for the legal operation of a vehicle.

(v) Except for vehicles belonging to Declarant and its subcontractors during the period of Declarant construction, no commercial vans or business related vehicles (e.g., dump trucks), or heavy equipment such as bulldozers and graders may be kept on the Limited Common Elements or Common Elements. No part of the Property may be used for the storage of equipment, materials or merchandise used or to be sold in a business or trade.

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

(i) Natural Resource Operations. No oil, gas or natural resource drilling, development operations, refining, quarrying or mining operations whatsoever shall be permitted on a Unit, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in a Unit. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on a Unit.

(j) Antennas and Satellite Dishes.

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

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

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



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

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

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

(vi) Maintenance. No satellite or antenna installation on the roof shall be permitted to fall into disrepair or to become unsightly. Unit Owners have the sole responsibility of maintaining the installation and repair of their satellite dish, antenna and related equipment. In the event that a satellite dish or antenna installed on the roof by the Unit Owner becomes deteriorated or unsightly or is inconsistent with conditions of installation it may be removed or repaired at the Unit Owner's expense.

(vii) Removal and Damages. If a satellite dish, antenna and other related equipment is removed, any damage to the Common Elements or Limited Common Elements of the Unit must be repaired. The Owners Association may repair damages not repaired by the Unit Owner and assess reasonable costs against the Unit Owner.

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

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

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

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

(iv) The provisions of the Municipal leash law (AMC 17.10.010) shall be observed and pets shall be leashed and kept under control at all times, when



outside a Unit. Pets shall be licensed, vaccinated and maintained in accordance with Municipal law.

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

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

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

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

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

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



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

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

(r) Basketball and Baseball Equipment. Basketball hoops, backboards, baseball cages, hockey cages and recreation apparatus shall be portable and stored out of sight from the street and other adjoining Unit Owners during the winter season. No permanent basketball hoops, backboards, baseball cages or recreation apparatus may be attached to the Common Elements.

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

ARTICLE X

Easements and Licenses

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

ARTICLE XI

Allocation and Reallocation of Limited Common Elements

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

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

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

