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# DECLARATION

# OF

# BRAGAW AND PETERKIN CONDOMINIUMS

**AFTER RECORDATION RETURN TO:**

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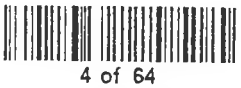


# DECLARATION

# OF

# BRAGAW AND PETERKIN CONDOMINIUMS

Declarant, Habitat for Humanity – Anchorage, an Alaska non-profit corporation, with an office at 500 West International Airport Road, Suite E, Anchorage, Alaska 99518, 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 Bragaw and Peterkin Condominiums, and making the Improvements shown in the Plat and Plans attached as Schedules A-3 and A-4.

## 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 – Additional Property. A portion of real estate the Declarant may add to the Common Interest Community pursuant to Development rights as described in Article VII of this Declaration and as identified on Schedule A-1 and A-3.

Section 1.3 - 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 1.4 - Association. Bragaw and Peterkin Condominium Owners Association, Inc., 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 1.5 - Bylaws. The Bylaws of the Association, as they may be amended from time to time.

Section 1.6 - Common Elements. Each portion of the Common Interest Community other than a Unit.

Section 1.7 - Common Expenses. The expenses or financial liabilities for the operation of the Common Interest Community. These include:

(i) Expenses of administration, maintenance, repair or replacement of the Common Elements;

(ii) Expenses declared to be Common Expenses by the Documents or by the Act;

(iii) Expenses agreed upon as Common Expenses by the Association; and

(iv) 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 1.8 - Common Interest Community. The real property described in Schedule A-1, subject to the Declaration of Bragaw and Peterkin Condominiums.

Section 1.9 - Declarant. Habitat for Humanity – Anchorage, an Alaska non-profit corporation or its successor as defined in Subsection 34.08.990(12) of the Act.

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

Section 1.11 - 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. Declarant may also withdraw property from the Common Interest Community or add Additional Property to the Common Interest Community. The Declarant may or may not have any right, title or interest in the Additional Property identified.

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

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

Section 1.14 - Eligible Insurer. An insurer or guarantor of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Unit. Such notice shall be deemed to include a request that the eligible insurer be given the notices and other rights described in Article XVI.

Section 1.15 - Eligible Mortgagee. The holder of a first Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVI.

Section 1.16 - Executive Board. The board of directors of the Association.

Section 1.17 - Floor Plans. Those floor plans filed with this Declaration as Schedule A-4, as they may be from time to time amended.

Section 1.18 - 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 1.19 - 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 1.20 - Majority or Majority of Unit Owners. The owners of more than fifty percent (50%) of the votes in the Association.

Section 1.21 - Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 1.22 - 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 22.1 of this Declaration.

Section 1.23 - 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 22.2 of this Declaration.

Section 1.24 - Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.25 - Plans. The plans filed with this Declaration as Schedule A-4, as they may be amended from time to time.

Section 1.26 - Plat. The plat filed with this Declaration as Schedule A-3, as it may be amended from time to time.

Section 1.27 - Property. The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

Section 1.28 - 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 1.29 - 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 1.30 - 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 1.31 - 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 1.32 - 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 1.33 - 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 Bragaw and Peterkin Condominiums, a Condominium development.

Section 2.2 - Association. The name of the Association is Bragaw and Peterkin 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 four (4) Units contained in two buildings. As each building is added it contains the number of Units listed in the most current Schedule A-2. The Declarant reserves the right to create up to a total of sixteen (16) Units.

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

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

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

(c) Vertical Perimeter Boundaries: The planes defined by the inner surfaces of the studs and framing of the perimeter walls; the unfinished inner surfaces of poured concrete walls; the unfinished surfaces of the interior trim, fireplaces, and thresholds along interior perimeter walls and floors; the unfinished interior 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, if applicable, will therefore be Limited Common Elements allocated to the unit containing the fireplace.

(d) Unit Parking Space/Spaces and carports (if built) for each Unit and one designated headbolt heater per Unit (if provided), the use of which is limited to the Unit as shown on the Plat and Plans.

(e) Concrete and asphalt 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) Yards adjacent to each Unit, the use of which is limited to the Unit as shown on the Plat and Plans.

(g) Fences constructed on the yards, the use of which is limited to the Units whose yard adjoins said fence.

(h) Exterior surfaces, trim, siding, address number, Unit letter, and exterior lighting affixed to the building are Common Elements appurtenant 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 Elements include all exterior surfaces, trim and siding of the structure containing the Units.

(a) Assessment of Common Expenses attributable to Limited Common Elements. Common Expenses associated with the cleaning, maintenance, repair or replacement of Limited Common Elements which are not either (i) the specific maintenance responsibility of a Unit Owner/Unit Owners or (ii) a maintenance expense of the Association (including any pass through expenses assessed against specific Unit Owners for Limited Common Element maintenance, for example, limited common element yard maintenance performed by the Association.) will be assessed against all Units in accordance with their Allocated Interests in the Common Expenses. The Common Expenses attributable to any Limited Common Element assigned to more than one Unit will be assessed and shared equally between the Units to which it is assigned.

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

(c) Maintenance, Repair, and Replacement of Limited Common Elements. The Association is responsible for the maintenance, repair, and replacement of the yard and any shrubs and trees located thereon, which are Limited Common Elements appurtenant to the Unit. Each Unit Owner shall be responsible for removing all cut grass, leaves, dirt, debris and toys from the porch area and within the fenced portions of their respective yard areas which are Limited Common Elements appurtenant to their Unit. The Association will also be responsible for snow removal from the Limited Common Element parking spaces appurtenant to each Unit.

(d) Construction and Maintenance of Fences. The Declarant will construct the fences enclosing each Unit's limited common element yard area assigned to his or her Unit at the locations shown on Schedule A-3 to this Declaration. The Executive Board may change the designated fencing material and/or design from time to time without amending the Declaration. The responsibility for the maintenance, repair, and replacement of all fences shall be the responsibility of the Association.

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

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

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

replacements to his or her Unit. The Association will be responsible for damage to Units caused intentionally or negligently by the Association or by its failure to maintain, repair or make replacements to the Common Elements. If such expense is caused by misconduct, it will be assessed following Notice and Hearing.

Section 6.5 - No Additional Component or Element May Be Attached Without Consent of the Executive Board. No additional component or element may be attached to any Common Element without the written consent of the Executive Board. Any components or elements that become deteriorated, unsightly or inconsistent with conditions of installation, within Limited Common Elements 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 add Units, Common Elements, and Limited Common Elements on the area shown on the Plat as "Property Subject to Development Rights" or "Additional 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 the right to provide other services to buildings and Improvements to be constructed on the Additional 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 or Additional Property 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.

(d) The right to add property listed in Schedule A-1 as "Additional Property Subject to Development Rights" to 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 sixteen (16) Units may be created under the Development Rights;



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

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

(e) The exercise of Development Rights is subject to the provisions of Section 16.5 of this Declaration.

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;

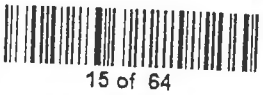
(iii) Two (2) years after any right to add new Units was last exercised.

(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 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 members, at least a majority of whom shall be Unit Owners and one of which shall be an employee of Habitat for Humanity, Anchorage. 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 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 the Habitat for Humanity, Anchorage Board member.

Section 7.10 - Limitations on Special Declarant Rights. Special Declarant Rights may be exercised by the Declarant until the occurrence of one of the following events:

(a) As 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.

The Declarant may terminate special declarant rights prior to the events listed in (a) through (e) above by executing and recording an instrument to that effect. 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.

(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 XVII of this Declaration.

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

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

## 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) 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, Maintenance and Occupancy code) and as designated on the Plans.

(b) Each Unit has designated parking space/spaces as applicable which may be used as a parking space for vehicles in accordance with the Rules. Any vehicle parked in any parking space must be properly licensed and in operating condition. If provided, guest parking spaces may be used as a parking space for vehicles in accordance with the Rules.

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

(d) So long as the Declarant/Mortgagee holds a first Security Interest in the Unit, no Unit may be leased, without first obtaining the approval in writing of the Declarant and Mortgagee.

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 to 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 22.2 of the Declaration. The allocations will be made by amendments to the Declaration, specifying to which Unit or Units the Limited Common Element is located.

All amendments shall specify 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 XII of this Declaration.

Such amendment shall require the approval of all holders of Security Interests in the affected Units, which approval shall be endorsed thereon. The person executing the amendment shall provide an executed copy thereof to the Association, which, if the amendment complies with the provisions of this Declaration and the Act, shall record it. The amendment shall contain words of conveyance and must be recorded and indexed in the names of the parties and the Common Interest Community.

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

## ARTICLE XII

### Additions, Alterations and Improvements

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

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

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

(i) May not make any other Improvements or alterations to the interior of his Unit without the permission of the Association and Eligible Mortgagee;

(i) May not change the appearance of the Common Elements, in particular the exterior of the Common Element structure containing the Units or any other portion of the Common Interest Community, without permission of the Association and Eligible Mortgagee;

(iii) May not acquire an adjoining Unit or an adjoining part of an adjoining unit, without the permission of the Association and Eligible Mortgagee.

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

(d) Subject to obtaining requisite approval pursuant to Section 12(b) herein, any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be executed by the Executive Board only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, sub-contractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

(e) Subject to obtaining requisite approval pursuant to Section 12(b) herein, any approved additions, alterations and Improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change.

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

Section 12.2 - Additions, Alterations and Improvements by Executive Board. Subject to the limitations of Sections 16.4 and 16.5 of this Declaration, the Executive Board may make any additions, alterations or Improvements to the Common Elements which, in its judgment, it deems necessary.

Section 12.3 - Landscaping Within Limited Common Elements. Unit Owners may make exterior Improvements within or as a part of Limited Common Elements constituting yards to include planting of gardens, hedges, shrubs, walks, benches, and architectural conceits, provided they are undertaken with the permission of the Executive Board or a covenants control committee established for such purpose, if any, following submission of complete plans and a review by the Executive Board as to consistency with Improvements originally constructed by the Declarant, and consistent with the style and character of the Common Interest Community. No approval will be awarded without Notice and Comment given to the Unit owners. It is the intent to provide for limited individualization of the appearance of the yards while retaining a style and character consistent with the Common Interest Community.

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

## ARTICLE XIII

## Amendments to Declaration

Section 13.1 - General. Except in cases of amendments that may be executed by the Declarant in the exercise of its Development Rights or by the Association under Article XI of this Declaration and Section 34.08.740 of the Act, or by certain Unit Owners under Article XI and Section 12.1 of this Declaration and 34.08.260 of the Act, and except as limited by Section 13.4 and Article XVI of this Declaration, this declaration, including the Plat and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least one hundred percent (100%) of the votes in the Association are allocated.

Section 13.2 - Limitation of Challenges. An action to challenge the validity of an amendment adopted by the Association pursuant to this Article may not be brought more than one (1) year after the amendment is recorded.

Section 13.3 - Recordation of Amendments. Each amendment to the Declaration must be recorded and the amendment is effective only upon recording. An amendment must be indexed in the grantee's index in the name of the Common Interest Community and the Association and in the name of the parties executing the amendment.

Section 13.4 - When Unanimous Consent Required. Except to the extent expressly permitted or required by other provisions of the Act and this Declaration, an amendment may not create or increase Special Declarant Rights, increase the number of Units, change the boundaries of a Unit, the Allocated Interests of a Unit, or the uses to which a Unit is restricted, in the absence of unanimous consent of the Unit Owners.

Section 13.5 - Execution of Amendments. An amendment to the Declaration required by the Act to be recorded by the Association, which have been adopted in accordance with this Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

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

Section 13.7 - Consent of Holders of Security Interests. Amendments are subject to the consent requirements of Article XIV.

Section 13.8 - Amendments to Create Units. To exercise any Development Right reserved under Section 7.1 of this Declarations, the Declarant shall prepare, execute and record an amendment to the Declaration. The Declarant shall also record either new Plats and Plans necessary to conform to the requirements of Subsections (a), (b), and (d) of Section 170 of the Act or new certifications of Schedules A-3 and A-4 previously recorded if the Schedules otherwise conform to the requirements of those Subsections.

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

## ARTICLE XIV

## Amendments to Bylaws

The Bylaws may be amended only by vote of one hundred percent (100%) of the members of the Executive Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose.

## ARTICLE XV

## Termination

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

## ARTICLE XVI

### Mortgagee Protection

Section 16.1 - Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall control.

Section 16.2 - Percentage of Eligible Mortgagees. Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage of votes in the Association when compared to the total allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

Section 16.3 - Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

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

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

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

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 16.4 and

(e) Any judgment rendered against the Association.

Section 16.4 - Consent Required.

(a) Document Changes. Notwithstanding any lower requirement permitted by this Declaration or the Act, no amendment of any material provision of the Documents by the Association or Unit Owners described in this Subsection 16.4(a) may be effective without the vote of at least sixty-seven percent (67%) of the Unit Owners and one hundred percent (100%) of the Association Board members and until approved in writing by one hundred percent (100%) of the Eligible Mortgagees. The foregoing approval requirements do not apply to amendments with regard to the exercise of any Development Right. Material includes, but is not limited to, any provision affecting:

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

(ii) Voting rights;

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

(iv) Responsibility for maintenance and repairs;

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

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

(vii) Boundaries of Units except that the Eligible Mortgagees holding Security Interests in such Unit or Units must approve such action;

(viii) Convertibility of Units into Common Elements or Common Elements into Units, except that the Eligible Mortgagees holding Security Interests in such Unit or Units must approve such action;

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

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

(xi) Leasing or subleasing of Units;

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

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

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



(xv) Termination of the Common Interest Community for reasons other than the substantial destruction or condemnation, as to which a one hundred percent (100%) Eligible Mortgagee approval is required; and

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

(b) Actions. Notwithstanding any lower requirement permitted by the Declaration or the Act, the Association may not take any of the following actions other than rights reserved to the Declarant as special Declarant rights without the approval of one hundred percent (100%) of the Eligible Mortgagees:

(i) Convey or encumber the Common Elements or any portion thereof. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Common Interest Community will not be deemed a transfer within the meaning of this clause);

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

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

(iv) The termination of the Common Interest Community for reasons other than substantial destruction or condemnation, as to which a one hundred percent (100%) Eligible Mortgagee approval is required;

(v) The alteration of any partition or creation of any aperture between adjoining Units (when Unit boundaries are not otherwise being affected), in which case one hundred percent (100%) of Eligible Mortgagees of those Units must approve the action;

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

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

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

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

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

(d) The failure of an Eligible Mortgagee to respond within sixty (60) days to any written request of the Association for approval of a non-material addition or amendment to the Documents shall constitute an implied approval of the addition or amendment.

Section 16.5 - Development Rights. No Development Rights may be exercised or voluntarily abandoned or terminated by the Declarant unless all persons holding Security Interests in the Development Rights consent to the exercise, abandonment, or termination.

Section 16.6 - Inspection of Books. The Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the books and records of the Association during normal business hours.

Section 16.7 - Financial Statements. The Association shall provide any Eligible Mortgagee or Eligible Insurer which submits a written request, with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if:

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

(b) any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer shall bear the cost of the audit.

Section 16.8 - Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law, or in equity.

Section 16.9 - Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

Section 16.10 - Appointment of Trustee. In the event of damage or destruction under Article XX or XXI or condemnation of all or a portion of the community, any Eligible Mortgagee may require that such proceeds be payable to a Trustee established pursuant to Section 1.32. Such Trustee may be required to be a corporate trustee licensed by the State of Alaska. Proceeds will thereafter be distributed pursuant to Article XXI or pursuant to a condemnation award. Unless otherwise required, the members of the Executive Board acting unanimously through the President may act as Trustee.

## ARTICLE XVII

### Assessment and Collection of Common Expenses

Section 17.1 - Apportionment of Common Expenses. Except as provided in Section 17.2, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Expenses as shown on Schedule A-2 to this Declaration.

Section 17.2 - Common Expenses Attributable to Fewer Than All Units.

(a) If any Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.

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

(c) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.

(d) An assessment to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was entered, in proportion to their Common Expense liabilities.

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

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

Section 17.3 - Lien.

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

(b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) a lien and encumbrances recorded before the recordation of the Declaration; (2) a first Security Interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments charges against the Unit. A lien under this Section is also prior to all Security Interests described in Subdivision (2) of this Subsection if the Common Expense assessments based on the periodic



budget adopted by the Association pursuant to Section 17.4 of this Article which would have become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest described in Subdivision (2) of this Subsection. This Subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of a lien for other assessments made by the Association. A lien under this Section is not subject to the provision of AS 09.38.010.

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

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

(e) This Section does not prohibit an action to recover sums for which Subsection 17.3(a) creates a lien or prohibit an Association from taking a deed in lieu of foreclosure.

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

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

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

(i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner to collect all sums alleged to be due from that Unit Owner prior to or during the period of time the action is pending. The court may order the receiver to pay any sums held by the receiver to the Association during the period of time the action is pending, to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 17.5 of this Declaration.

(j) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 17.4(b). Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

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



Section 17.4 - Budget Adoption and Ratification. Budgets shall be reviewed and approved by Habitat for Humanity (as Mortgagee), prior to budget adoption and ratification. Within thirty (30) days after adoption of a proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget to each Unit Owner, and shall set a date for a meeting of Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Unit Owners continues until the Unit Owners ratify a budget proposed by the Executive Board.

Section 17.5 - Ratification of Non-budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 17.2 of this Declaration, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Executive Board shall submit such Common Expense to the Unit Owners for ratification in the same manner as a budget under Section 16.4.

Section 17.6 - Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Unit Owner a statement in recordable form setting out the amount of unpaid assessments against the Unit. The statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and each Unit Owner.

Section 17.7 - Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 17.2 and 17.3 shall be due and payable on the first of each month. Non-payment of Common Expense assessments are subject to late fee penalty payments as established by the Executive Board.

Section 17.8 - Acceleration of Common Expense Assessments. In the event of default for a period of thirty (30) days by any Unit Owner in the payment of any Common Expense assessments and late fees levied against his or her Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments and late fees for the pertinent fiscal year to be immediately due and payable.

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

Section 17.10 - No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 17.11 - Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the

assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

Section 17.12 – Capitalization of the Association. Declarant will establish a working capital fund in an amount at least equal to two (2) months' installments of the Annual Assessment for each Unit in the Project. Upon the first conveyance of record title to a Unit from Declarant, the Owner shall contribute to the working capital of the Association an amount equal to two (2) months' installments of the Annual Assessment at the rate in effect at the time of the sale, and upon the sale of each Unit from the Declarant to an Owner, Declarant will receive a refund of the contribution to the working capital fund made by Declarant for such Unit. The Association shall maintain the working capital funds in segregated accounts to meet unforeseen expenditures. Such payments to this fund shall not be considered advance payments of Annual Assessments and except for refunds to Declarant, shall not be refundable. Declarant may not use any working capital funds to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits.

## ARTICLE XVIII

## Right to Assign Future Income

The Association may assign its future income, including its right to receive Common Expense assessments, only by the affirmative vote of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated and approval of one hundred percent (100%) of the Executive Board, at a meeting called for that purpose.

## ARTICLE XIX

## Persons and Units Subject to Documents

Section 19.1 - Compliance with Documents. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner and all such provisions recorded in the records of the Anchorage Recording District of the Third Judicial District are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

Section 19.2 - Adoption of Rules. The Executive Board may adopt Rules regarding the use and occupancy of Units, Common Elements, and Limited Common Elements and the activities of occupants, subject to Notice and Comment.



## ARTICLE XX

### Insurance

Section 20.1 - Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

Section 20.2 - Property Insurance.

(a) Property insurance covering:

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

(ii) All personal property owned by the Association.

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

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

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

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

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

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

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

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

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

(iv) Loss must be adjusted with the Association.

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

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

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

"Bragaw and Peterkin Condominiums Owners Association, Inc. for the use and benefit of the individual Owners."

Section 20.3 - Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than One Million Dollars and Zero Cents ($1,000,000.00), covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements, and the activities of the Association.

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

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

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



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

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

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

Section 20.4 - Fidelity Bonds. A blanket fidelity bond is required for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force and in no event less than the sum of three months' assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days' written notice to the Association, to each holder of a Security Interest in a Unit, to each Eligible Mortgagee and Eligible Insurer that services an AHFC-owned, FNMA-owned or FHLMC-owned mortgage on a Unit and to the insurance trustee, if any, before the bond can be cancelled or substantially modified for any reason.

Section 20.5 - Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

Section 20.6 - Workers' Compensation Insurance. The Executive Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Alaska.

Section 20.7 - Directors' and Officers' Liability Insurance. The Executive Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

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

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

## ARTICLE XXI

### Damage to or Destruction of Property

Section 21.1 - Duty to Restore. A portion of the Common Interest Community for which insurance is required under Section 34.08.440 of the Act or for which insurance carried by the Association is in effect, whichever is more extensive, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

(a) The Common Interest Community is terminated:

(b) Repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety; or

(c) Eighty percent (80%) of the Unit Owners including each owner of a Unit or assigned Limited Common Element that will not be rebuilt vote not to rebuild and the Executive Board votes not to rebuild.

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

Section 21.3 - Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a majority of Unit Owners and one hundred percent (100%) of Eligible Mortgagees.

Section 21.4 - Replacement of Less Than Entire Property.

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

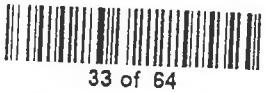
(b) Except to the extent that other persons will be distributees,

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

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

(c) Subject to a vote pursuant to 21(1)(c) not to rebuild a Unit, the Allocated Interests of the Unit are reallocated upon the vote as if the Unit had been condemned under





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

Section 21.5 - Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Executive Board of the Association, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Subsection 21.1(a) through Subsection 21.1(c) the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Common Interest Community is terminated.

Section 21.6 - Certificates by the Executive Board. The Trustee, if any, may rely on the following certifications in writing made by the Executive Board:

(a) Whether or not damaged or destroyed Property is to be repaired or restored;

(b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 21.7 - Title Insurance Policies. If payments are to be made to Unit Owners or mortgagees, the Executive Board, and the Trustee, if any, shall obtain and may rely on a title insurance policy based on a search of the records of the Anchorage Recording District of the Third Judicial District from the date of the recording of the original Declaration stating the names of the Unit Owners and the lienholders.

## ARTICLE XXII

## Rights to Notice and Comment; Notice and Hearing

Section 22.1 - Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the Documents require that an action be taken after "Notice and Comment," and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. It shall invite comment to the Executive Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 22.2 - Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose



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

Section 22.3 - Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

## ARTICLE XXIII

## Executive Board

Section 23.1 - Minutes of Executive Board Meetings. The Executive Board shall permit any Unit Owner to inspect the minutes of Executive Board meetings during normal business hours. The minutes shall be available for inspection within fifteen (15) days after any such meeting.

Section 23.2 - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in this Declaration, the Act, and subject to the Habitat for Humanity (as Mortgagee) approval; the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community which shall include, but not be limited to, the following:

(a) Adopt and amend Bylaws, Rules and regulations;

(b) Adopt and amend budgets for revenues, expenditures and reserves;

(c) Collect assessments for Common Expenses from Unit Owners;

(d) Hire and discharge managing agents;

(e) Hire and discharge employees and agents, other than managing agents, and independent contractors.

(f) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Association's Declaration, Bylaws or Rules in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Common Interest Community;

(g) Make contracts and incur liabilities;

(h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements.

(i) Cause additional Improvements to be made as a part of the Common Elements;

(j) Acquire, hold, encumber and convey in this Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 34.08.430 of the Act;

(k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Elements;

(l) Impose and receive a payment, fee or charge for services provided to Unit Owners;

(m) Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy a reasonable fine for violations of this Declaration, Bylaws, Rules and regulations of the Association;

(n) Impose a reasonable charge for the preparation and recordation of amendments to this Declaration, resale certificates required by Section 34.08.590 of the Act or a statement of unpaid assessments;

(o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;

(p) Assign the Association's right to future income, including the right to receive Common Expense assessments;

(q) Exercise any other powers conferred by this Declaration or the Bylaws;

(r) Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;

(s) Exercise any other power necessary and proper for the governance and operation of the Association; and

(t) By resolution, establish committees of Directors, and Unit Owners, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice (unless such Unit Owner has been given notice of the proposed action under the

provisions of Article XII, in which case that Article shall govern appeals), and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

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

## ARTICLE XXIV

## Open Meetings

Section 24.1 - Access. All meetings of the Executive Board, at which action is to be taken by vote at such meeting will be open to the Unit Owners, except as hereafter provided.

Section 24.2 - Meetings and Notice of Meetings. Regular meetings may be set by a schedule appointed by resolution of the Executive Board and no further notice will be required. Special meetings of the Executive Board may be called by the President or by a majority of the Directors on at least three (3) business days' notice to each member. The notice will be hand-delivered or mailed and will state the time, place and purpose of the meeting.

Section 24.3 - Executive Sessions. Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Unit Owners, in either of the following situations only:

No action is taken at the executive session requiring the affirmative vote of Directors; or

The action taken at the executive session involves personnel, pending litigation, contract negotiations, or enforcement actions.

## ARTICLE XXV

## Condemnation

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

## ARTICLE XXVI

### Miscellaneous

Section 26.1 - Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe neither the scope of the Documents nor the intent of any provision thereof.

Section 26.2 - Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so require.

Section 26.3 - Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 26.4 - Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

Section 26.5 - Conflict. The Documents are intended to comply with the requirements of the Act and Title 10, Chapter 20 of the Alaska Statutes (Non Profit Corporation Law). In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

In Witness Whereof, the Declarant has caused this Declaration to be executed this 16TH day of January, 2004.

Signed, Sealed and Delivered
in the Presence of:

HABITAT FOR HUMANITY - ANCHORAGE

By: _____
Charles A. Pierce III
President

STATE OF ALASKA )
) ss.
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 16th day of January, 2004, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **CHARLES A. PIERCE III**, to me known and known to me to be the President of Habitat for Humanity – Anchorage, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he/she signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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

Notary Public in and for Alaska
My Commission Expires: 8·29·06

# DESCRIPTION OF COMMON INTEREST COMMUNITY

(Declaration Schedule A-1)

SCHEDULE A-1

## DESCRIPTION OF COMMON INTEREST COMMUNITY

Lots 22 and 23, Block 9, FAIRVIEW SUBDIVISION, according to the official plat thereof filed under Plat Number P-34, Records of Anchorage Recording District, Third Judicial District, State of Alaska, shown on the Plat as "Property Not Subject To Development Rights."

## PROPERTY SUBJECT TO DEVELOPMENT RIGHTS

Lots 20 and 21, Block 9, FAIRVIEW SUBDIVISION, according to the official plat thereof filed under Plat Number P-34, Records of Anchorage Recording District, Third Judicial District, State of Alaska, shown on the Plat as "Property Subject To Development Rights."

---

## EASEMENTS AFFECTING THE COMMON INTEREST COMMUNITY

SUBJECT TO the effect of the notes which appear on the Plat of said subdivision;

FURTHER SUBJECT TO the easements as dedicated and shown on the Plat of said subdivision; and

FURTHER SUBJECT TO the reservations and exceptions as contained in the U.S. Patent;

FURTHER SUBJECT TO Notice of Availability of Water Service, including the terms and provisions thereof, recorded on January 11, 1978, in Book 263, at Page 220, in the Anchorage Recording District, Third Judicial District, State of Alaska. (Affects Lot 20, Block 9)

FURTHER SUBJECT TO Notice of Availability of Water Service, including the terms and provisions thereof, recorded on January 11, 1978, in Book 263, at Page 220, in the Anchorage Recording District, Third Judicial District, State of Alaska. (Affects Lot 23, Block 9)

---

## ADDITIONAL PROPERTY SUBJECT TO DEVELOPMENT RIGHTS

That portion of Lot 8 and Lot 9, Block 9, FAIRVIEW SUBDIVISION, according to the official plat thereof, filed under Plat Number P-34, records of the Anchorage Recording District, Third Judicial District, State of Alaska, which is labeled on Schedule A-3 as "Additional Property Subject to Development Rights." The Additional Property is not part of the Common Interest Community and the Declarant currently does not own or have any legal rights in the Additional Property.

TABLE OF INTERESTS

(Declaration Schedule A-2)

SCHEDULE A-2

TABLE OF INTERESTS

| Unit No. | Street Address | Percentage Share of Common Elements | Percentage Share of Common Expenses | Vote in the Affairs of the Association | Limited Common Element Headbolt Heater (HH) and Yard (Y) |
|---|---|---|---|---|---|
| Lot 22, Unit A | 233 Bragaw | 25.00% | 25.00% | 1 | HH 233/Y 233 |
| Lot 22, Unit B | 231 Bragaw | 25.00% | 25.00% | 1 | HH 231/Y 231 |
| Lot 23, Unit A | 243 Bragaw | 25.00% | 25.00% | 1 | HH 243/Y 243 |
| Lot 23, Unit B | 241 Bragaw | 25.00% | 25.00% | 1 | HH 241/Y 241 |
| **TOTALS** | | **100.00%** | **100.00%** | 4 | |

PLAT

(Declaration Schedule A-3)

2004-002

2004-003914-0

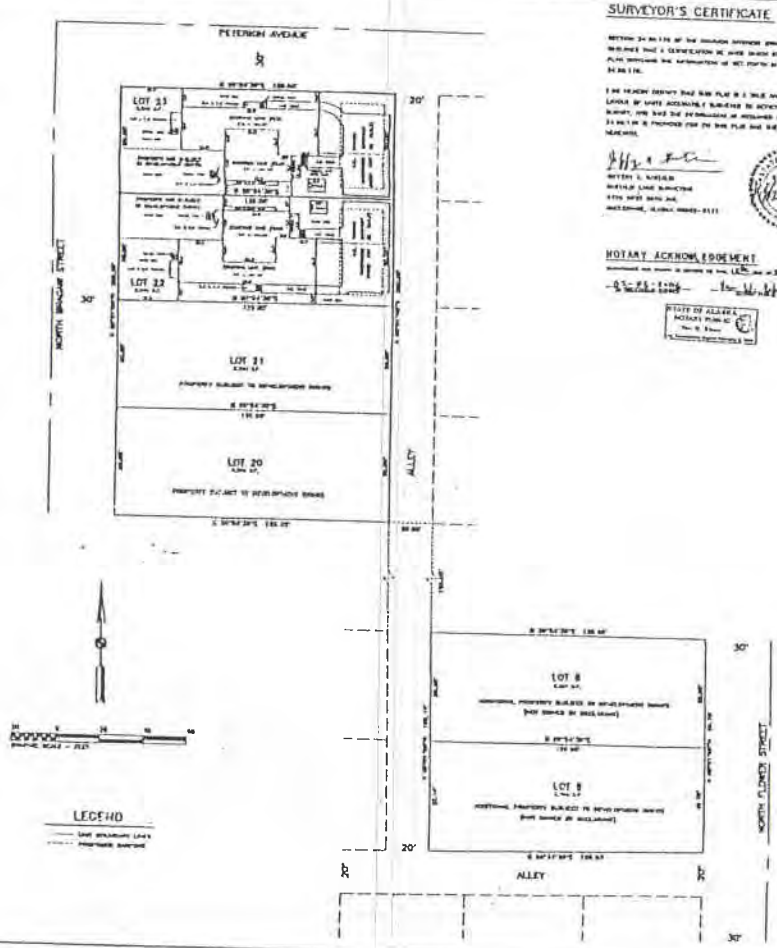
## NOTES

## SURVEYOR'S CERTIFICATE

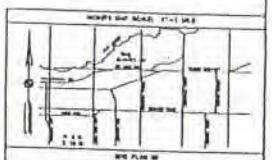
## OWNERSHIP CERTIFICATE

NOTARY ACKNOWLEDGEMENT

NOTARY ACKNOWLEDGEMENT




LEGEND



BRAGAW & PETERKIN CONDOMINIUMS

EASTALIS LAND SURVEYING

# NOTES

1. IMPROVEMENTS IN PROPERTY IN WHICH DEVELOPMENT RIGHTS ARE RESERVED NEED NOT BE BUILT. DEVELOPMENT RIGHTS ARE RESERVED IN THESE AREAS. UNITS AND BUILDING LOCATIONS, DIMENSIONS, AND SHAPES ARE APPROXIMATE AND MAY VARY IN ACCORDANCE WITH DECLARANT OR SITE REQUIREMENTS (OR AT DECLARANTS OPTION). SEE ARTICLE VII OF THE DECLARATION FOR RESERVATIONS AND LIMITATIONS ON DEVELOPMENT RIGHTS.

2. "AREAS SHOWN AS OPEN SPACE AND ROADWAYS ARE NOT DEDICATED TO PUBLC USE." NOTE, THIS MAY CHANGE IN SITUATIONS IN WHICH ROADS ARE DEDICATES.

3. IMPROVEMENTS WITHIN AREAS DESIGNATED AS PROPERTY NOT SUBJECT TO DEVELOPMENT MUST BE BUILT SUBJECT TO SPECIAL DECLARANT RIGHTS RESERVED IN ARTICLE VII OF THE DECLARATION.

4. AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 12,500 S.F. = 0.29 ACRES.

5. ELEVATION DATUM FOR THE BUILDINGS IS GREATER ANCHORAGE AREA BOROUGH, POST QUAKE, U.S. GEODETIC SURVEY, MEAN SEA LEVEL OF 1972, PER MOA BENCHMARK "CB 2C" ELEVATION = 141.96' (SEE BENCHMARK BOOK, PAGE D-5).

6. CERTAIN IMPROVEMENTS WHICH MAY BE BUILT BY DECLARANT AS PART OF ITS SPECIAL DECLARANT RIGHTS, IN ADDITION TO BUILDINGS AND IMPROVEMENTS SHOWN, MAY INCLUDE ROADS, PAVEMENT AND CURBS, STREET LIGHTING, RETAINING WALLS, DRAINAGE SYSTEMS, GRADING, LANDSCAPING, PLANTS, SHRUBS AND TREES, FENCES, SIGNS, PIPES, DUCTS, CABLES, UTILITY WAYS, INFRASTRUCTURE AND ACCESORY OR RELATED STRUCTURES AND FIXTURES AND IMPROVEMENTS WHICH ARE REQUIRED BY APPROPRIATE GOVERNMENTAL AUTHORITIES, OR UTILITY COMPANIES, OR WHICH WILL ENHANCE THE COMMUNITY IN THE DISCRETION OF THE DECLARANT. THE IMPROVEMENTS NEED NOT BE BUILT IN ANY PARTICULAR ORDER OR AT ANY PARTICULAR LOCATION IN THE PROPERTY AND WILL HAVE DIMENSIONS CONSISTENT WITH THEIR PURPOSES. PLEASE REFER TO ARTICLE VIII OF THE DECLARATION FOR LIMITATIONS AND RESERVATIONS OF THESE RIGHTS.

7. EXCEPT AS NOTED, IMPROVEMENTS WITHIN AREAS DESIGNATED AS "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" MUST BE BUILT AND ARE SUBJECT TO SPECIAL DECLARANT RIGHTS RESERVED IN ARTICLE VII OF THE DECLARATION.

8. DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION WALLS.

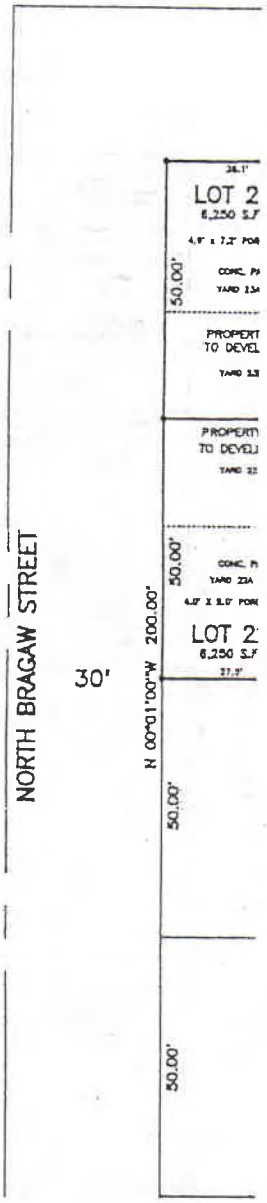
9. ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND TENTHS AND HUNDRETHS OF FEET.

10. ALL BUILDING TIES ARE AT 90° TO THE PROPERTY LINES.

11. FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED _____, 20___, UNDER SERIAL NUMBER _____, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

12. THE PROPERTY DESCRIBED BELOW ("ADDITIONAL PROPERTY"), IS PROPERTY SUBJECT TO DEVELPMENT RIGHTS, INCLUDING DEVELOPMENT RIGHTS TO ADD UNITS AND CREATE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS, THE RIGHT TO ADD THE ADDITIONAL PROPERTY AND OTHER RIGHTS AND LIMITATIONS OF DEVELOPMENT RIGHTS DESCRIBED IN ARTICLE VII OF THIS DECLARATION. SEE ARTICLE VII OF THE DECLARATION FOR RESERVATIONS AND LIMITATIONS ON DEVELOPMENT RIGHTS. THE ADDITIONAL PROPERTY IS NOT CURRENTLY OWNED BY DECLARANT, AND IS NOT CURRENTLY A PART OF THE COMMON INTEREST COMMUNITY. DECLARANT HAS NO LEGAL RIGHTS IN THE ADDITIONAL PROPERTY.

LOT 8 AND LOT 9, BLOCK 9, FAIRVIEW SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NUMBER P-34, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, LABELED AS ADDITIONAL PROPERTY SUBJECT TO DEVELOPMENT RIGHTS."



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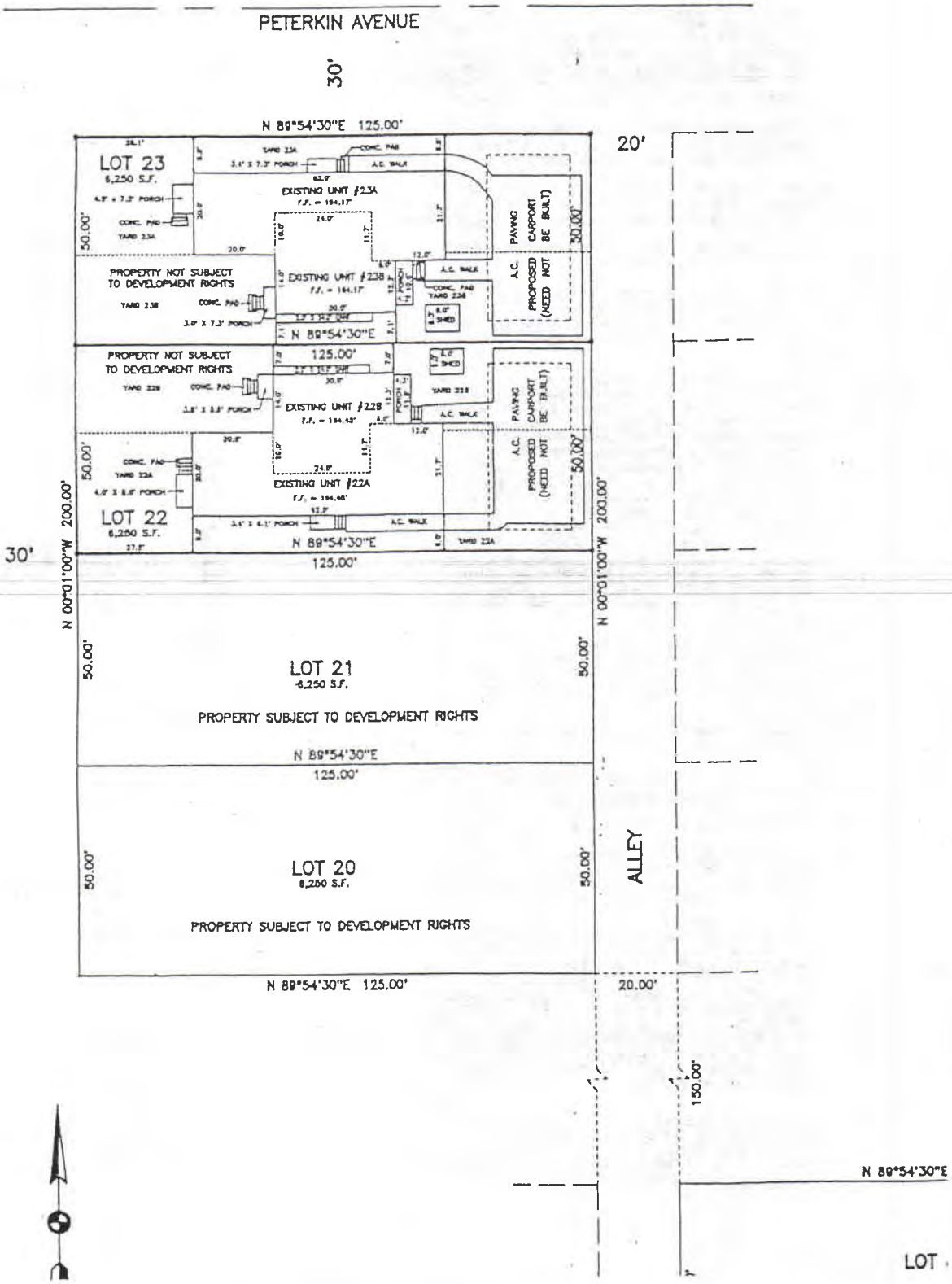

PETERKIN AVENUE
30'
N 89°54'30"E 125.00'
20'
LOT 23
6,250 S.F.
EXISTING UNIT #23A
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
EXISTING UNIT #23B
N 89°54'30"E
125.00'
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
EXISTING UNIT #22B
EXISTING UNIT #22A
LOT 22
6,250 S.F.
N 89°54'30"E
125.00'
PAVING
CARPORT
A.C.
PROPOSED (NEED NOT BE BUILT)
50.00'
200.00'
N 00°01'00"W
30'
LOT 21
6,250 S.F.
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
N 89°54'30"E
125.00'
LOT 20
6,250 S.F.
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
N 89°54'30"E 125.00'
ALLEY
20.00'
150.00'
N 89°54'30"E
LOT

## SURVEYOR'S CERTIFICATE

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

I DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT LAYOUT OF UNITS ACCURATELY SURVEYED TO DEPICT AN ASBUILT SURVEY, AND THAT THE INFORMATION AS REQUIRED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THIS PLAT AND THE PLANS FILED HEREWITH.

JEFFERY A. GASTALDI
GASTALDI LAND SURVEYING
4726 WEST 88TH AVE.
ANCHORAGE, ALASKA 99502-5111

STATE OF ALASKA
49TH
Jeffery A. Gastaldi
LS-6091
Registered Professional Land Surveyor

## OWNERSHIP CERTIFICA

THE UNDERSIGNED DOES HEREBY CERT
OF LOTS 22 AND 23, BLOCK 9, FAIRVIEW SU
TO THE OFFICIAL PLAT THEROF, FILED UNDE
RECORDS OF THE ANCHORAGE RECORDING I
DISTRICT, STATE OF ALASKA.

THE UNDERSIGNED AS DECLARANT UNDER
FOR BRAGAW & PETERKIN CONDOMINIUM OW
_____ AND RECORDED ON THE ___
20___, UNDER SERIAL NUMBER _____
RECORDING DISTRICT, THIRD JUDICIAL DISTRI
("DECLARATION") PURSUANT TO SECTION 34.
ALASKA UNIFORM COMMON INTEREST OWNER
SECTION 34.08.130(A)(8) OF THE ACT AND I
DECLARATION, DOES HEREBY FILE THIS PLAT
CREATION OF UNITS AND COMMON ARES AS :

HABITAT FOR HUMANITY – ANCHORAGE
500 WEST INTERNATIONAL AIRPORT ROAD, SU
ANCHORAGE, ALASKA 99518

CHARLES A. PIERCE III – PRESIDENT

## NOTARY ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15th DAY OF January 2005

02-06-2006
MY COMMISSION EXPIRES

NOTARY PUBLIC

STATE OF ALASKA
NOTARY PUBLIC
Van W. Elben
My Commission Expires February 6, 2006

## NOTARY ACKNOWLEDGEMEN

SUBSCRIBED AND SWORN TO BEFORE ME THIS 16th

8.29.06
MY COMMISSION EXPIRES

NOTAR

S89°54'30"E 125.00'

30'

LOT 8

## OWNERSHIP CERTIFICATE

THE UNDERSIGNED DOES HEREBY CERTIFY THAT IT IT THE OWNER OF LOTS 22 AND 23, BLOCK 9, FAIRVIEW SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEROF, FILED UNDER PLAT NUMBER P-34, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

THE UNDERSIGNED AS DECLARANT UNDER THAT CERTAIN DECLARATION FOR BRAGAW & PETERKIN CONDOMINIUM OWNERS ASSOCIATION INC. DATED _____, AND RECORDED ON THE _____ DAY OF _____, 20___, UNDER SERIAL NUMBER _____, OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, ("DECLARATION") PURSUANT TO SECTION 34.08.180 OF THE ALASKA UNIFORM COMMON INTEREST OWNERSHIP ACT, AND PURSUANT TO SECTION 34.08.130(A)(8) OF THE ACT AND IN ARTICLE VII OF THE DECLARATION, DOES HEREBY FILE THIS PLAT & PLANS TO REFLECT THE CREATION OF UNITS AND COMMON ARES AS SHOWN HEREON.

HABITAT FOR HUMANITY - ANCHORAGE
500 WEST INTERNATIONAL AIRPORT ROAD, SUITE E
ANCHORAGE, ALASKA 99518

CHARLES A. PIERCE III - PRESIDENT

## NOTARY ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 16th DAY, OF January 2004

8-29-06
MY COMMISSION EXPIRES

NOTARY PUBLIC

CABLES, UTILITY WAYS, INFRASTRUCTURE AND ACCESORY OR RELATED STRUCTURES AND FIXTURES AND IMPROVEMENTS WHICH ARE REQUIRED BY APPROPRIATE GOVERNMENTAL AUTHORITIES, OR UTILITY COMPANIES, OR WHICH WILL ENHANCE THE COMMUNITY IN THE DISCRETION OF THE DECLARANT. THE IMPROVEMENTS NEED NOT BE BUILT IN ANY PARTICULAR ORDER OR AT ANY PARTICULAR LOCATION IN THE PROPERTY AND WILL HAVE DIMENSIONS CONSISTENT WITH THEIR PURPOSES. PLEASE REFER TO ARTICLE VIII OF THE DECLARATION FOR LIMITATIONS AND RESERVATIONS OF THESE RIGHTS.

7. EXCEPT AS NOTED, IMPROVEMENTS WITHIN AREAS DESIGNATED AS "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" MUST BE BUILT AND ARE SUBJECT TO SPECIAL DECLARANT RIGHTS RESERVED IN ARTICLE VII OF THE DECLARATION.

8. DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION WALLS.

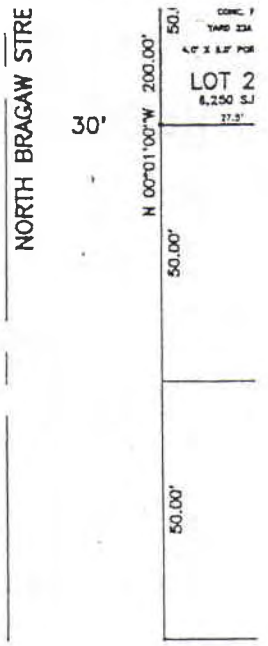
9. ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND TENTHS AND HUNDRETHS OF FEET.

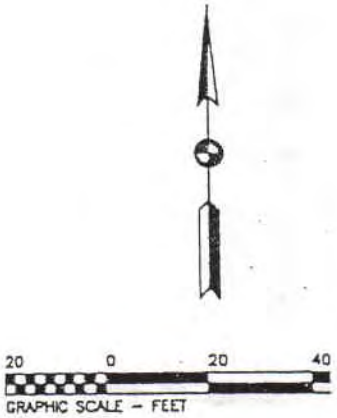
10. ALL BUILDING TIES ARE AT 90° TO THE PROPERTY LINES.

11. FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED _____, 20___, UNDER SERIAL NUMBER _____, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

12. THE PROPERTY DESCRIBED BELOW ("ADDITIONAL PROPERTY"), IS PROPERTY SUBJECT TO DEVELPMENT RIGHTS, INCLUDING DEVELOPMENT RIGHTS TO ADD UNITS AND CREATE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS, THE RIGHT TO ADD THE ADDITIONAL PROPERTY AND OTHER RIGHTS AND LIMITATIONS OF DEVELOPMENT RIGHTS DESCRIBED IN ARTICLE VII OF THIS DECLARATION. SEE ARTICLE VII OF THE DECLARATION FOR RESERVATIONS AND LIMITATIONS ON DEVELOPMENT RIGHTS. THE ADDITIONAL PROPERTY IS NOT CURRENTLY OWNED BY DECLARANT, AND IS NOT CURRENTLY A PART OF THE COMMON INTEREST COMMUNITY. DECLARANT HAS NO LEGAL RIGHTS IN THE ADDITIONAL PROPERTY.

LOT 8 AND LOT 9, BLOCK 9, FAIRVIEW SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NUMBER P-34, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, LABELED AS ADDITIONAL PROPERTY SUBJECT TO DEVELOPMENT RIGHTS."



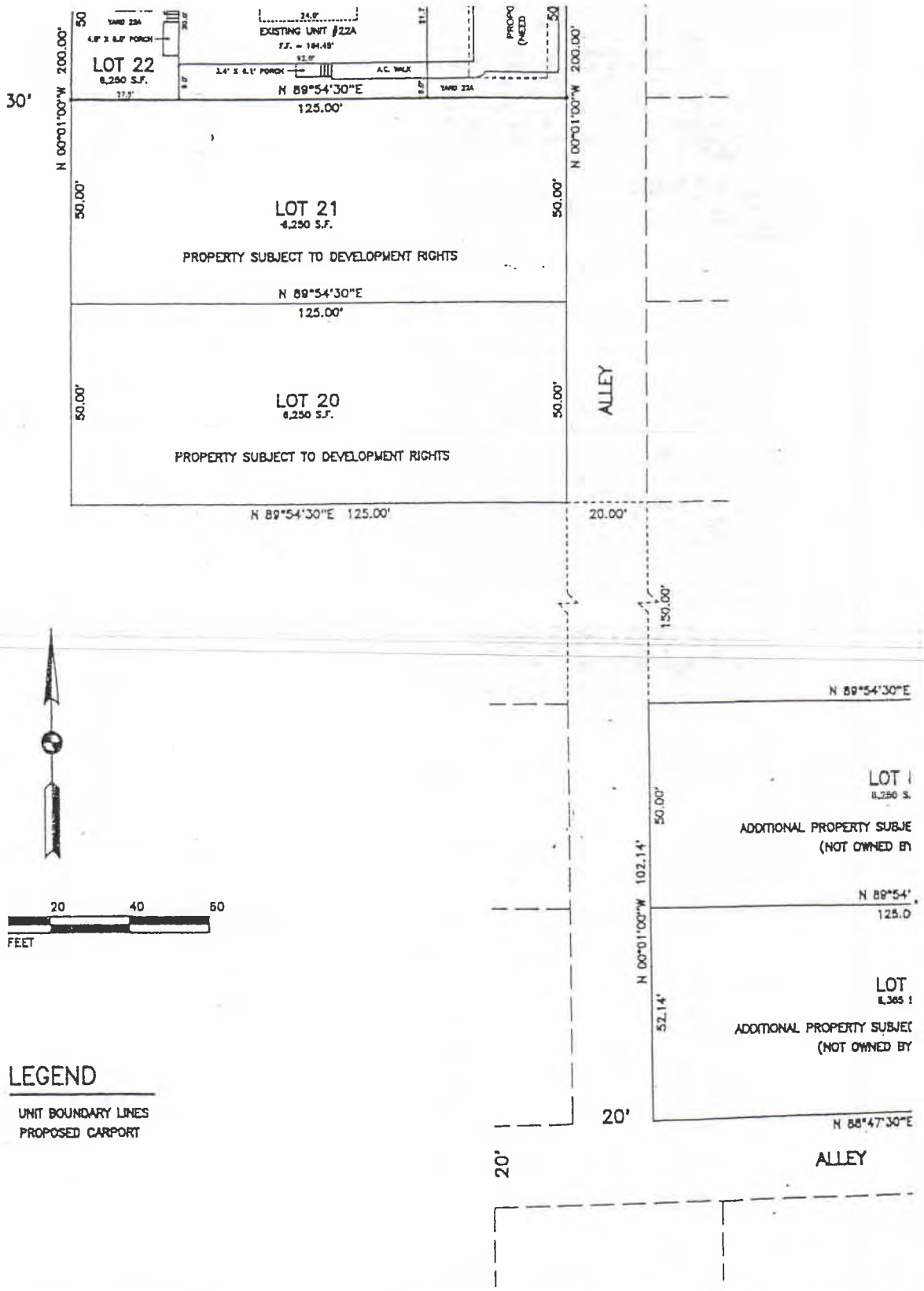

LEGEND

---------- UNIT BOUNDARY LINES

------ PROPOSED CARPORT



2004-003915-0




## LEGEND

UNIT BOUNDARY LINES
PROPOSED CARPORT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15TH DAY OF January 2004

02-06-2006
MY COMMISSION EXPIRES

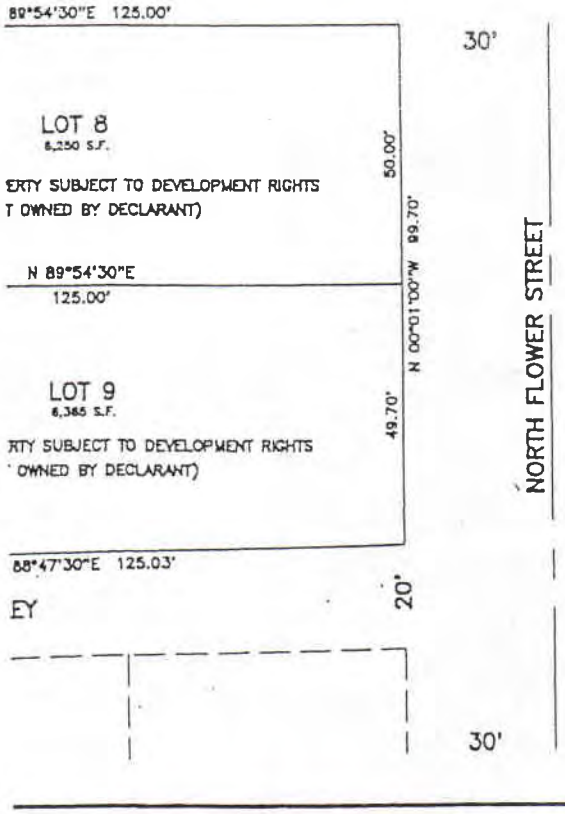
Van W. Eiben
NOTARY PUBLIC

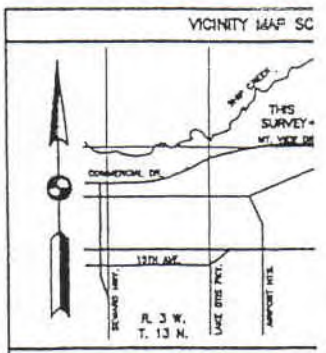
STATE OF ALASKA
NOTARY PUBLIC
Van W. Eiben
My Commission Expires February 6, 2006

SUBSCRIBED AND SWORN TO BEFORE ME THIS 16TH

8-29-06
MY COMMISSION EXPIRES

NOTAR




SITE PL

BRAGAW & PETERKI

LOTS 22 AND 23, BLOCK 9, FAIR
TO THE OFFICIAL PLAT THEROF, FIL
RECORDS OF THE ANCHORAGE REC
DISTRICT, STATE

GASTALDI LAND
4726 WEST 8
ANCHORAGE, AL
907-248-

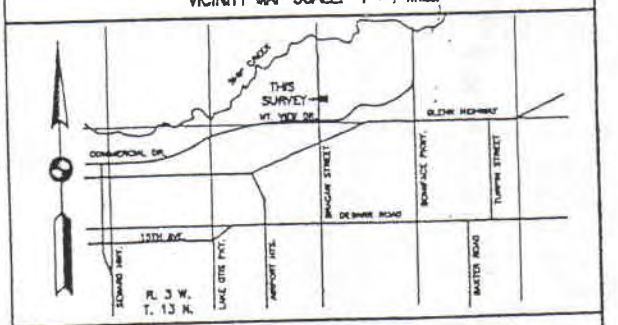
| | | | |
|---|---|---|---|
| GRID: 1135 | SCALE: 1"=20' | DATE | |
| DRAWN: V.E. | FILE NO.: HABITAT | CHEC | |

SUBSCRIBED AND SWORN TO BEFORE ME THIS 16th DAY OF January 20 04

8-29-06
MY COMMISSION EXPIRES

NOTARY PUBLIC

VICINITY MAP SCALE: 1"=1 MILE




SITE PLAN OF

# BRAGAW & PETERKIN CONDOMINIUMS

LOTS 22 AND 23, BLOCK 9, FAIRVIEW SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEROF, FILED UNDER PLAT NUMBER P-34, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.


GASTALDI LAND SURVEYING
4726 WEST 88TH AVE.
ANCHORAGE, ALASKA 99502
907-248-5454


| | | | |
|---|---|---|---|
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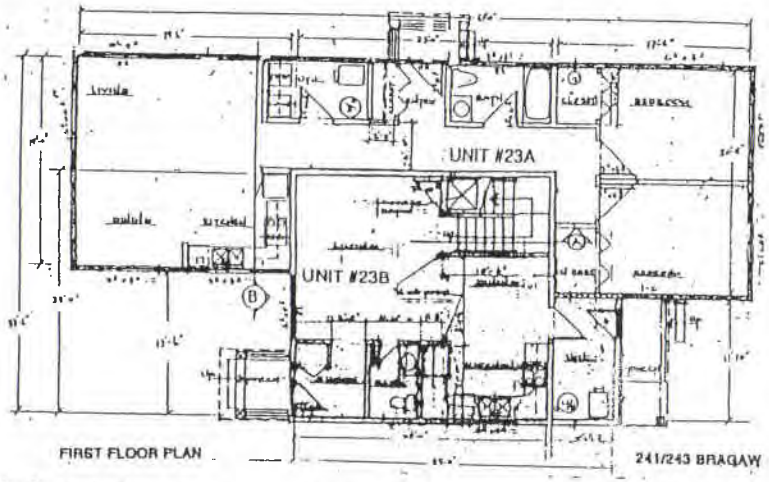
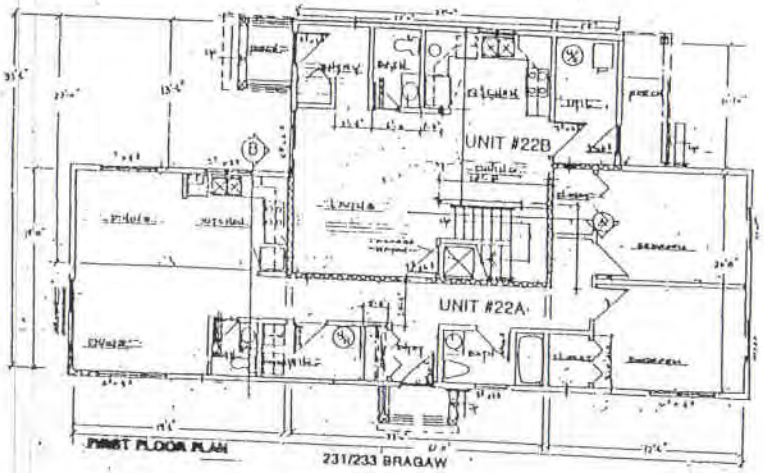
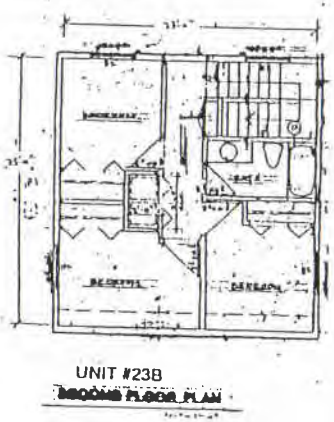
| DRAWN: V.E. | FILE NO.: HABITAT | CHECKED BY: J.A.G. | CASE NO.: |

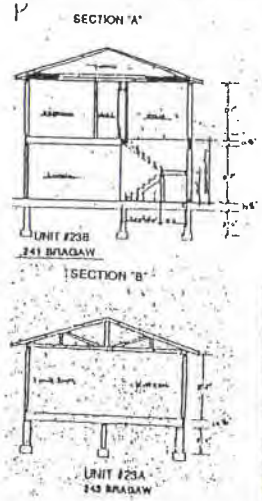
PLANS

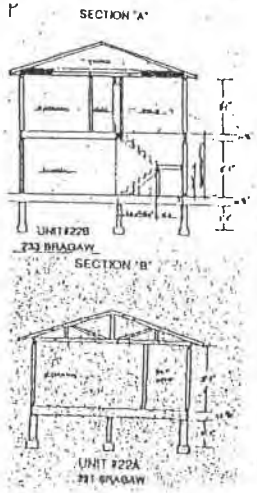
(Declaration Schedule A-4)

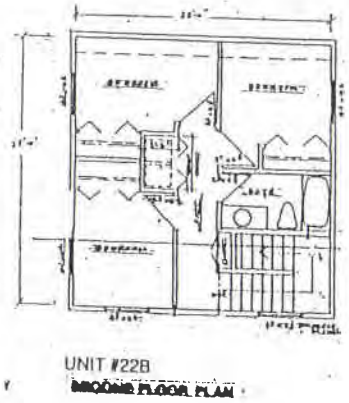


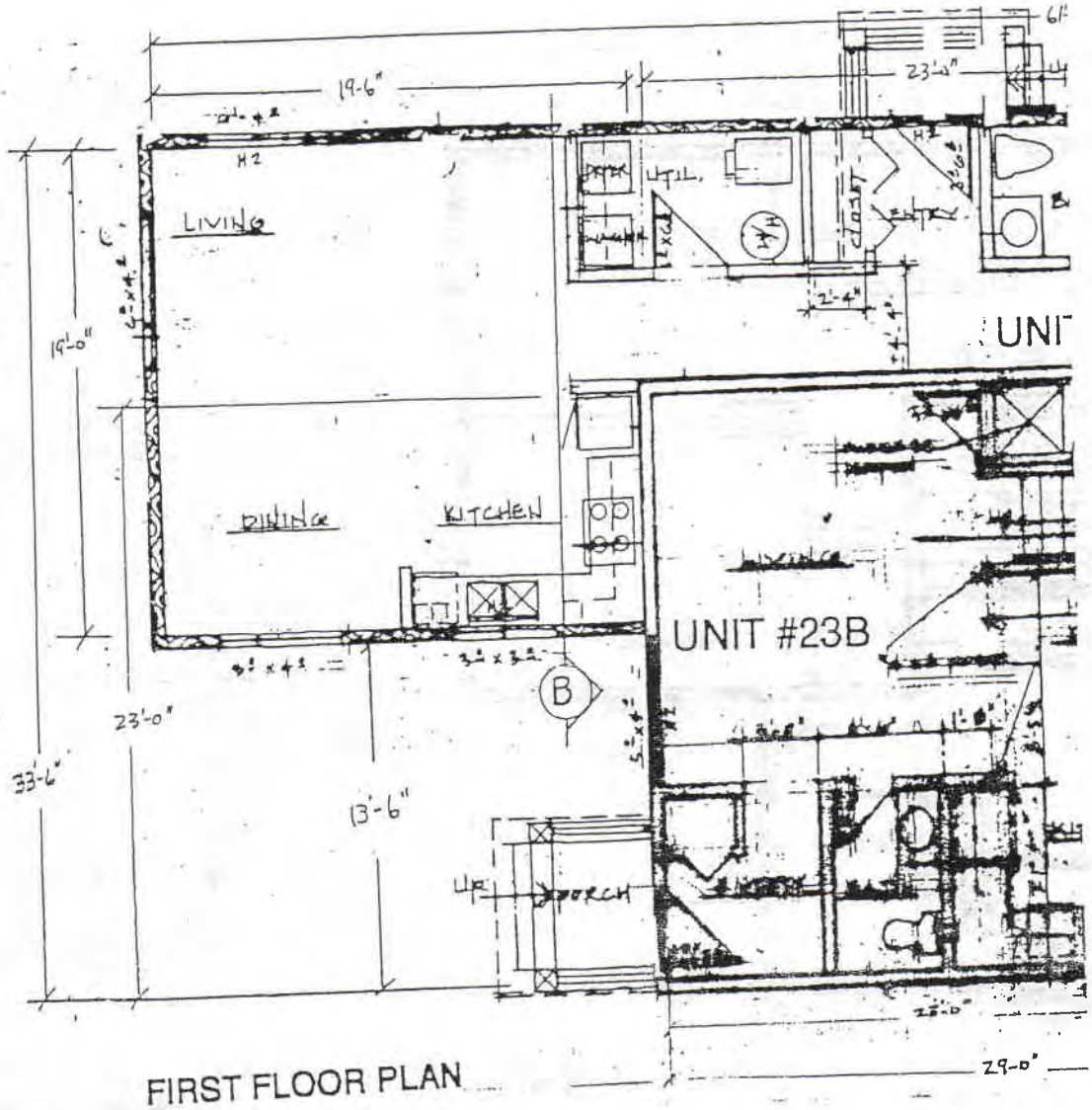




PLANS FOR
BRAGAW AND PETERKIN
CONDOMINIUMS

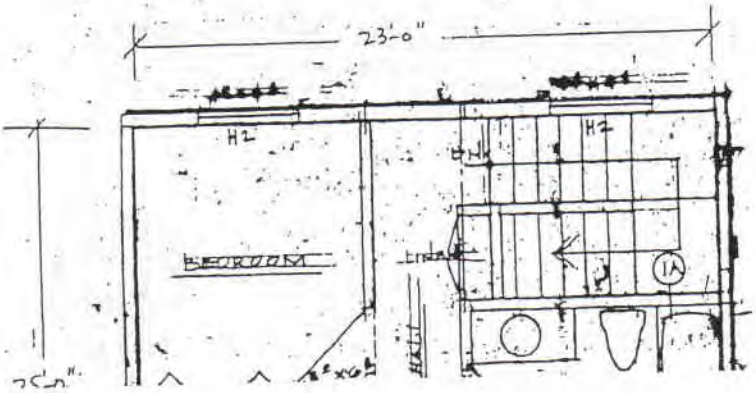
UNITS 22A,22B,23A,23B

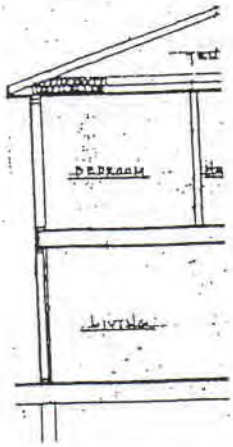
ANCHORAGE, ALASKA

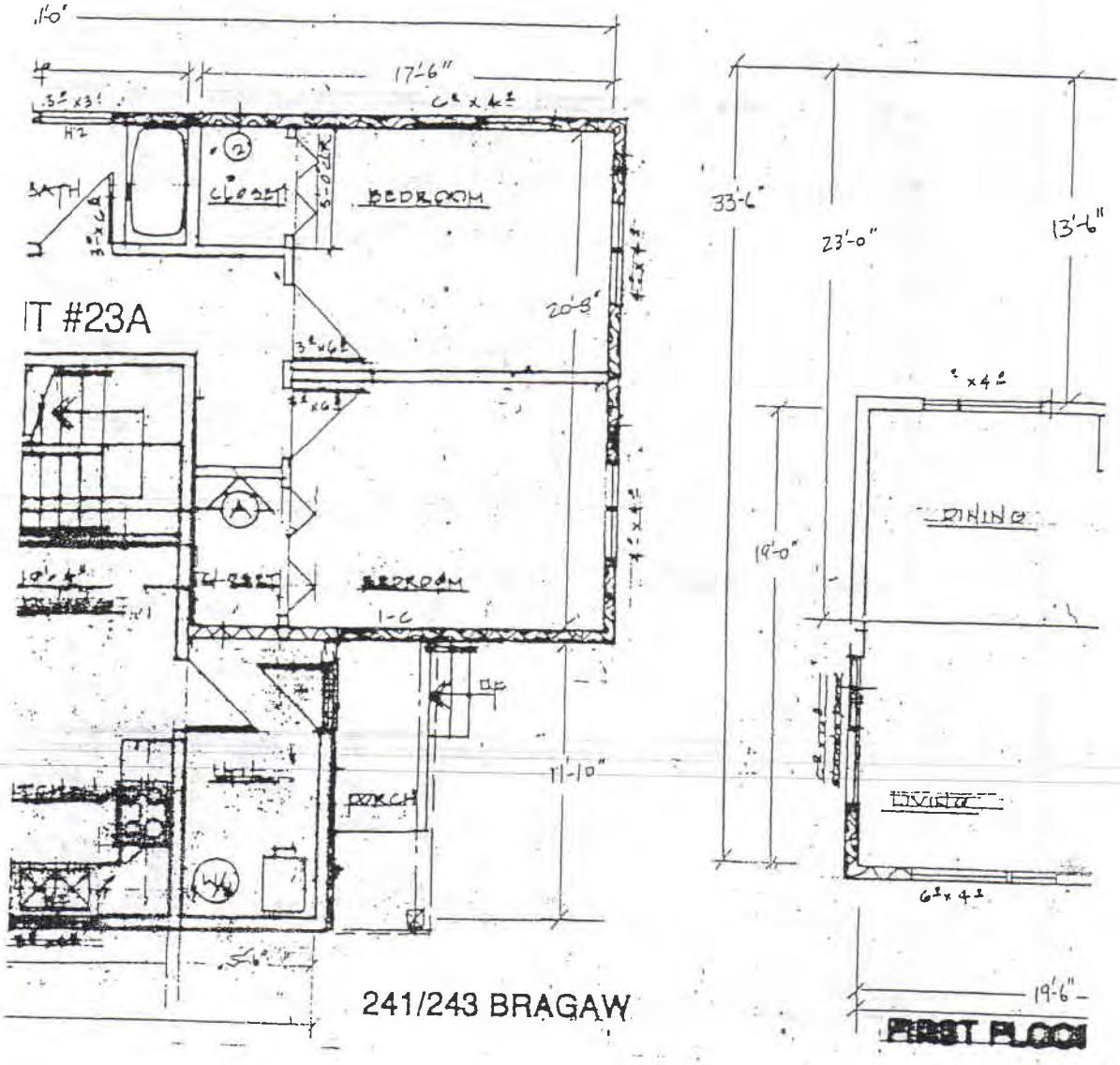



FIRST FLOOR PLAN

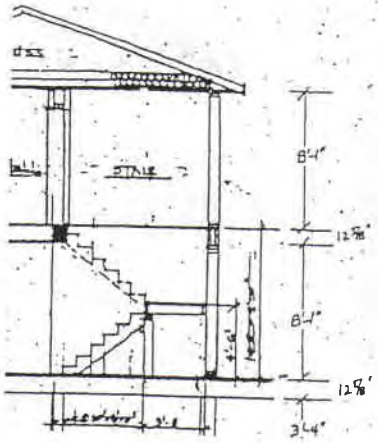
NOTE:
HORIZONTAL AND VERTICAL INTERIOR DIMENSIONS WERE TAKEN FROM THE BUILDING CONSTRUCTION PLANS AND VERIFIED FROM ACTUAL MEASUREMENTS IN THE FIELD.






ION "A"




CERTIFICATE OF COMPLETION

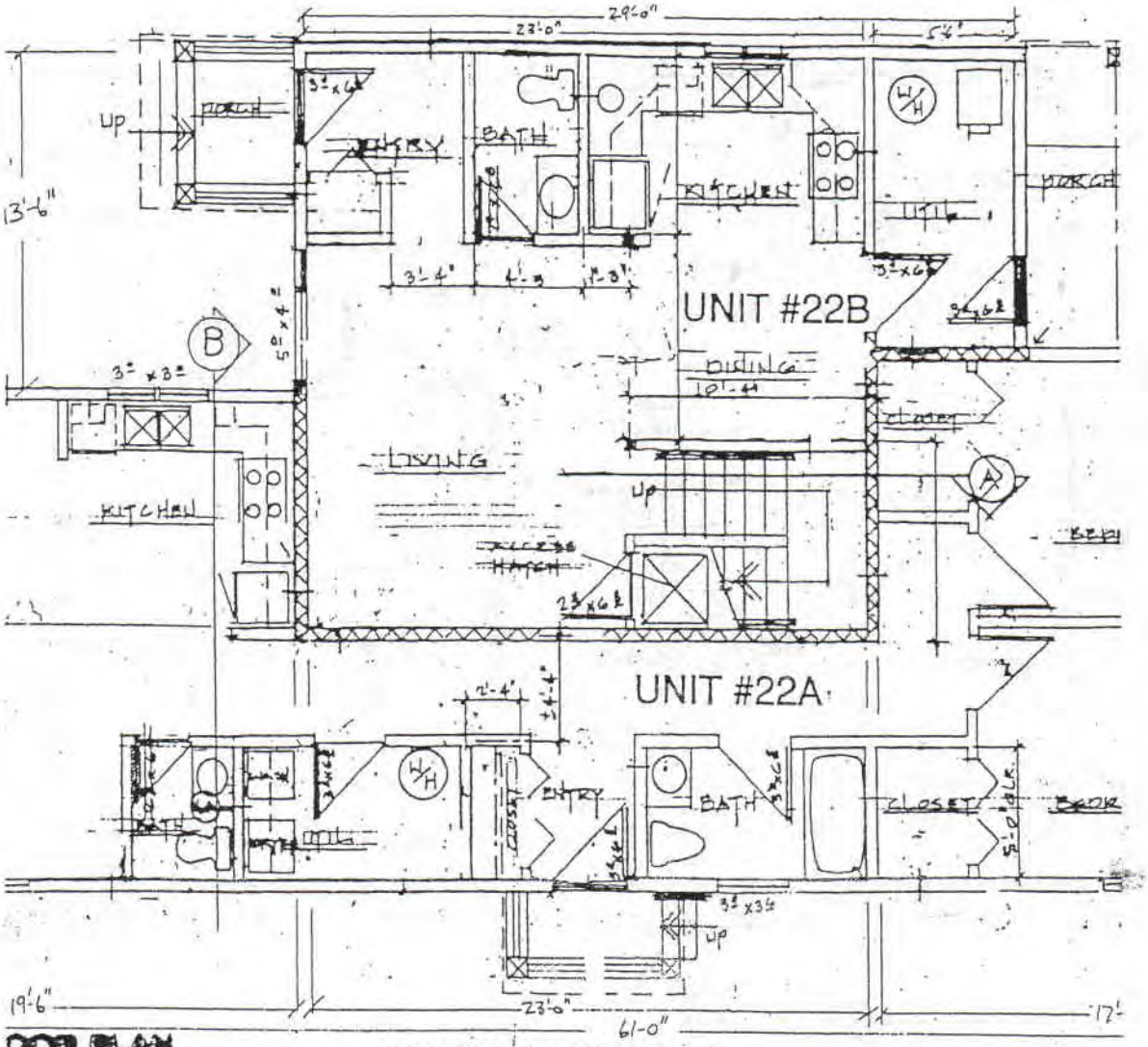
SECTION 34.08.090 OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT PROVIDES THAT A DECLARATION FOR A CONDOMINIUM MAY NOT BE RECORDED AND A PLAT OR PLAN THAT IS PART OF THE DECLARATION FOR A CONDOMINIUM MAY NOT BE FILED UNLESS A CERTIFICATE OF COMPLETION IS RECORDED WITH THE DECLARATION AS EVIDENCE THAT THE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

Richard C. Button 1.15.2004
RICHARD C. BUTTON, P.E. DATE
E.E.I.S. CONSUTLING ENGINEERS
P.O. BOX 92169
ANCHORAGE, ALAKSA 99509-2169

NOTARY ACKNOWLEDGEMENT FOR RICHARD BUTTON

Subscribed and sworn before me on the 15 day of January 2004

DENNIS H. DAS
NOTARY PUBLIC
STATE OF ALASKA

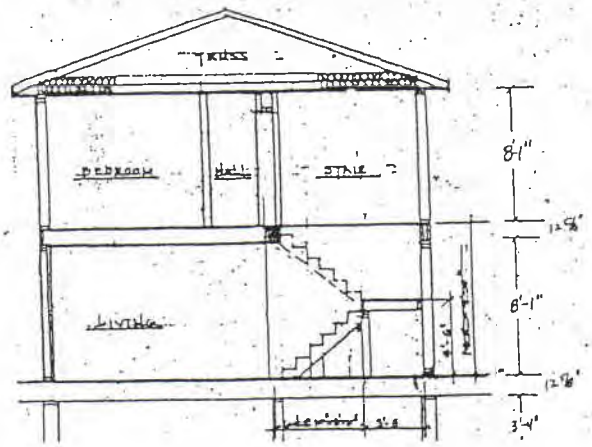


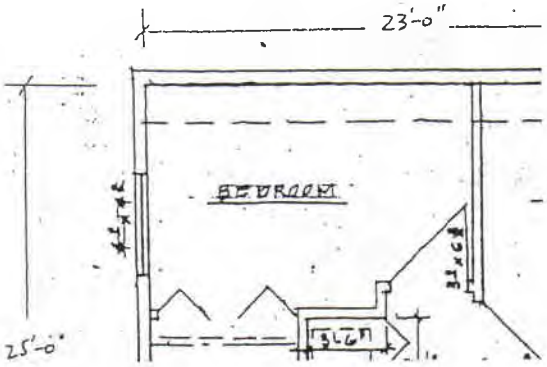

DOOR PLAN

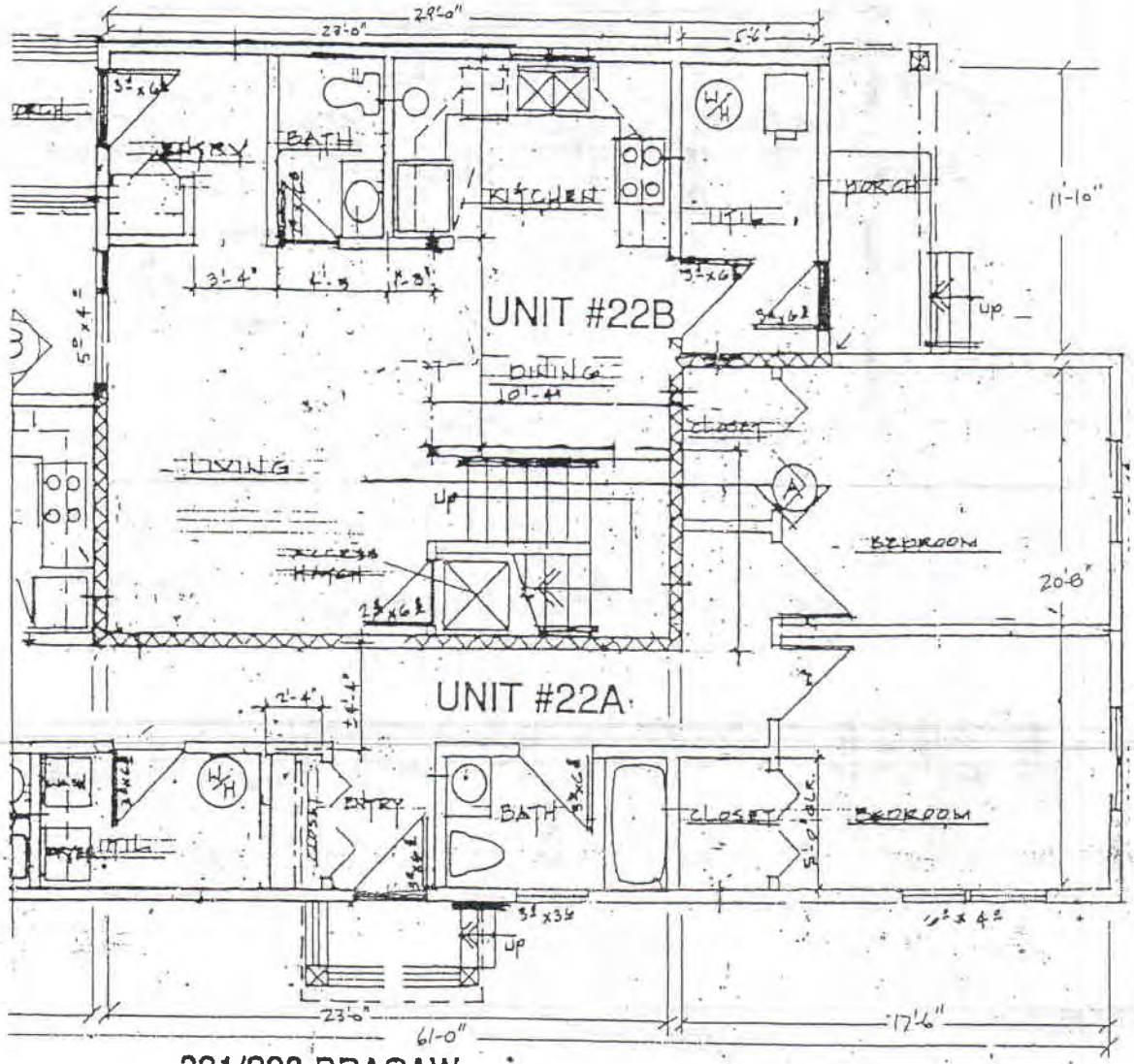
231/233 BRAGAW

SECTION "A"

NOTE:
HORIZONTAL AND VERTICAL INTERIOR DIMENSIO
TAKEN FROM THE BUILDING CONSTRUCTION PLA
FROM ACTUAL MEASUREMENTS IN THE FIELD.



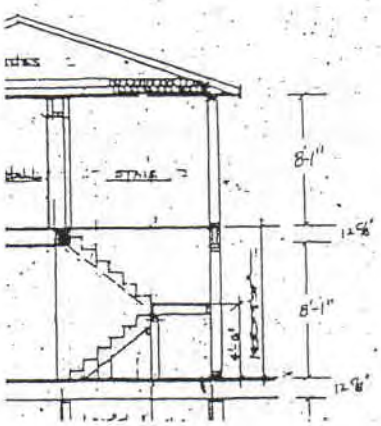



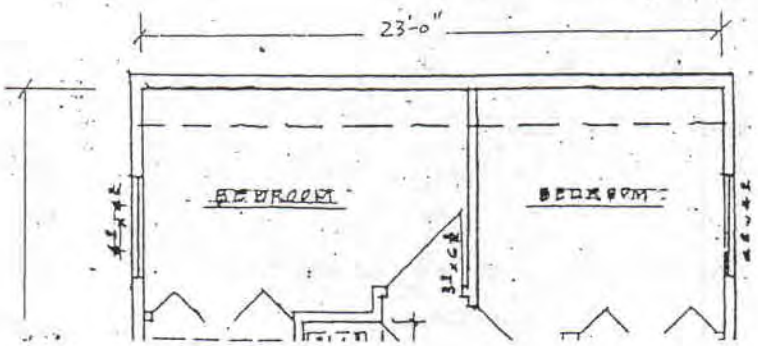


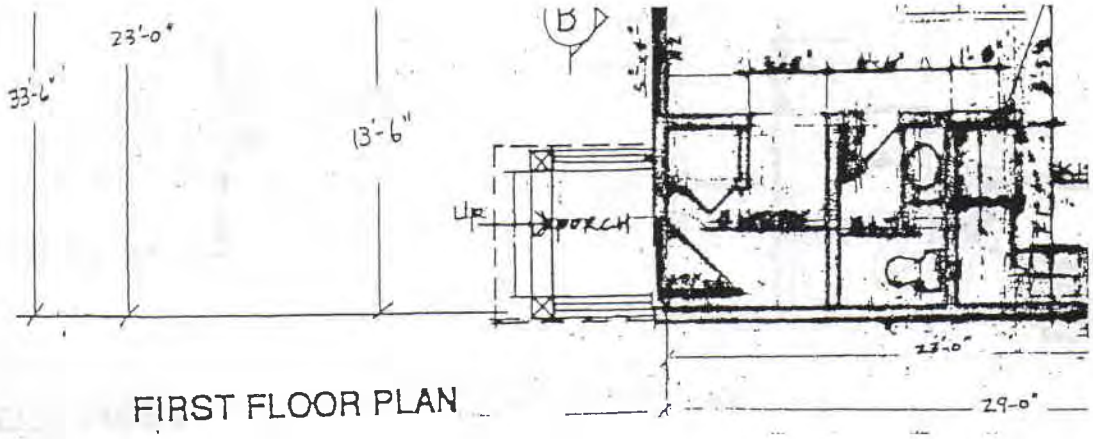

231/233 BRAGAW

CTION "A"

NOTE:
HORIZONTAL AND VERTICAL INTERIOR DIMENSIONS WERE TAKEN FROM THE BUILDING CONSTRUCTION PLANS AND VERIFIED FROM ACTUAL MEASUREMENTS IN THE FIELD.

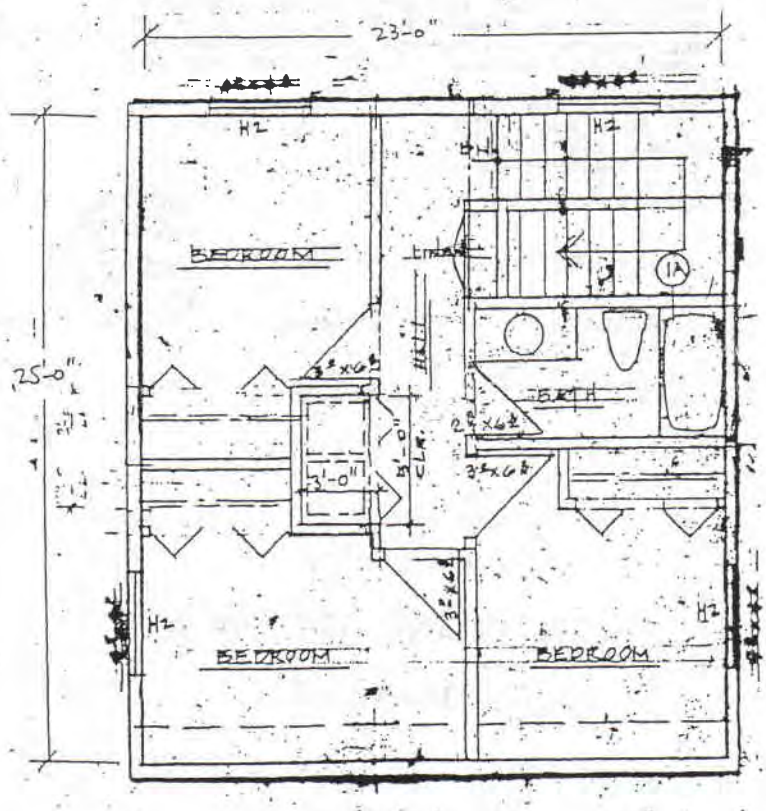




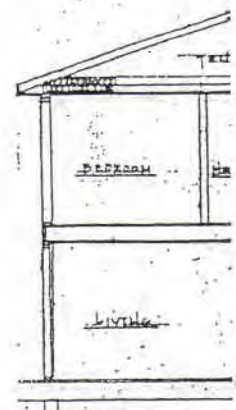

FIRST FLOOR PLAN

NOTE:
HORIZONTAL AND VERTICAL INTERIOR DIMENSIONS WERE TAKEN FROM THE BUILDING CONSTRUCTION PLANS AND VERIFIED FROM ACTUAL MEASUREMENTS IN THE FIELD.

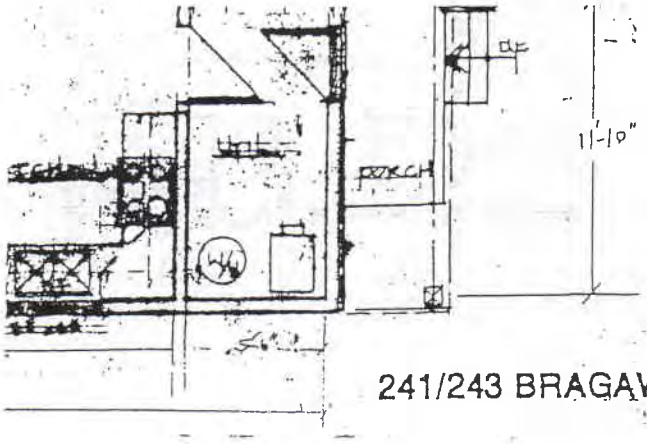



UNIT #23B

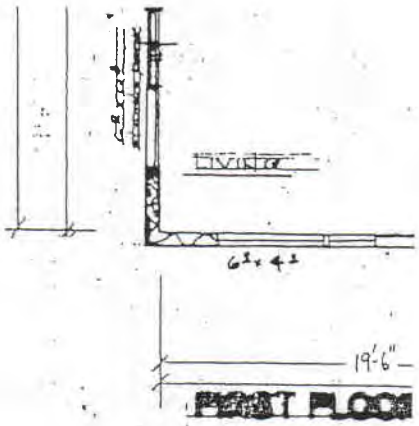
SECOND FLOOR PLAN




UNIT #23B
241 BRAGAW

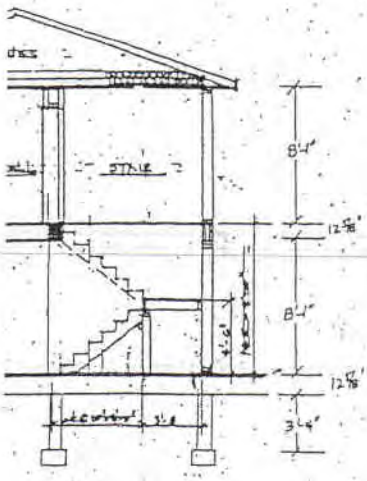



241/243 BRAGAW




FIRST FLOOR

ION "A"




CERTIFICATE OF COMPLETION

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Richard C. Button — 1.15.2004
RICHARD C. BUTTON, P.E. — DATE
E.E.I.S. CONSULTING ENGINEERS
P.O. BOX 92169
ANCHORAGE, ALAKSA 99509-2169

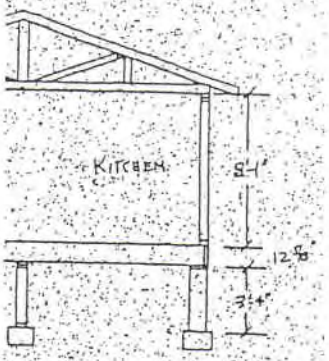
NOTARY ACKNOWLEDGEMENT FOR RICHARD BUTTON

Subscribed and sworn before me on the 15 day of January, 2004

Dennis H. Drew — 3-29-06
Notary Public — My Commission Expires

DENNIS H. DREW NOTARY PUBLIC STATE OF ALASKA

TION "B"

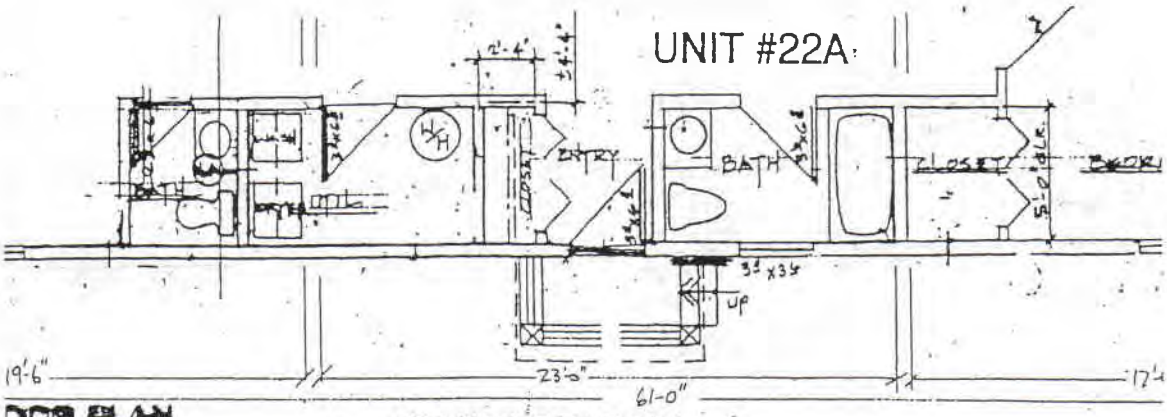



NIT #23A
3 BRAGAW

# PLANS FOR BRAGAW AND PETERKIN CONDOMINIUMS

## UNITS 22A,22B,23A,23B

## ANCHORAGE, ALASKA

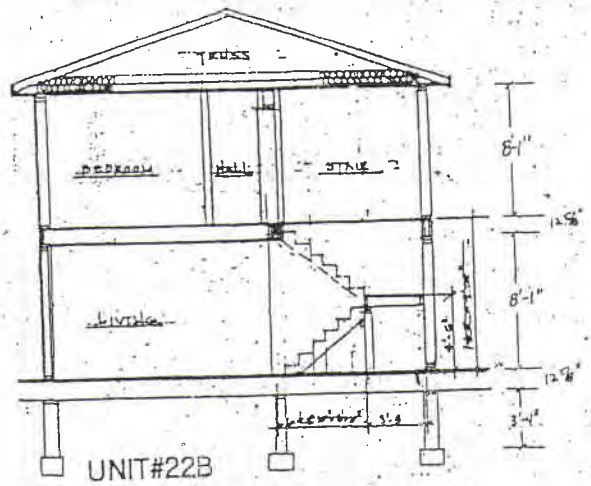



FLOOR PLAN

231/233 BRAGAW

SECTION "A"

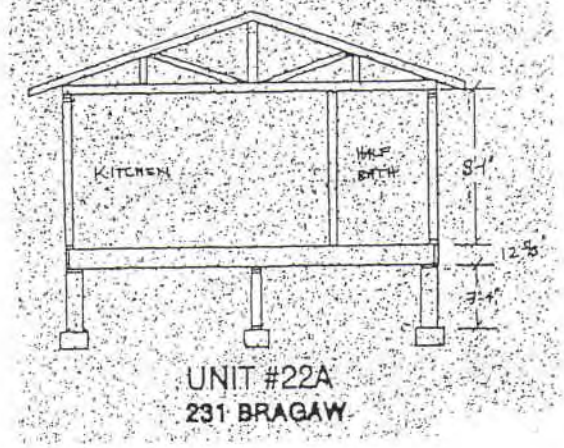
NOTE:
HORIZONTAL AND VERTICAL INTERIOR DIMENSIONS TAKEN FROM THE BUILDING CONSTRUCTION PLANS FROM ACTUAL MEASUREMENTS IN THE FIELD.




UNIT#22B

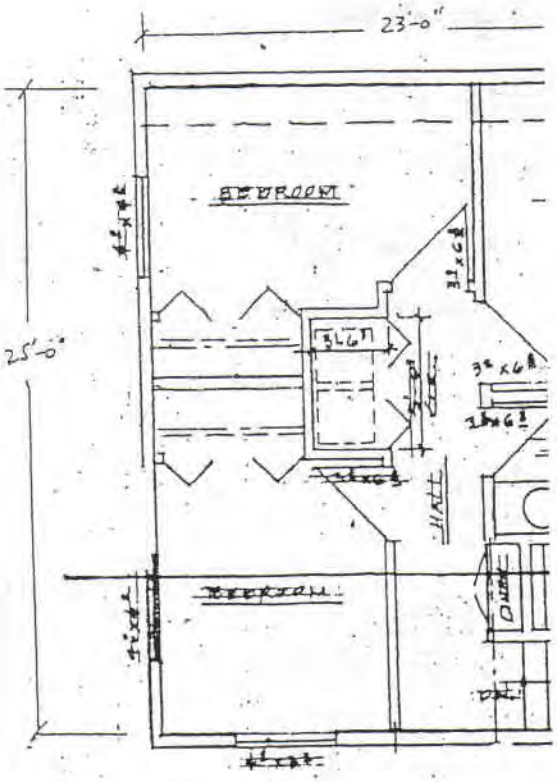
233 BRAGAW

SECTION "B"



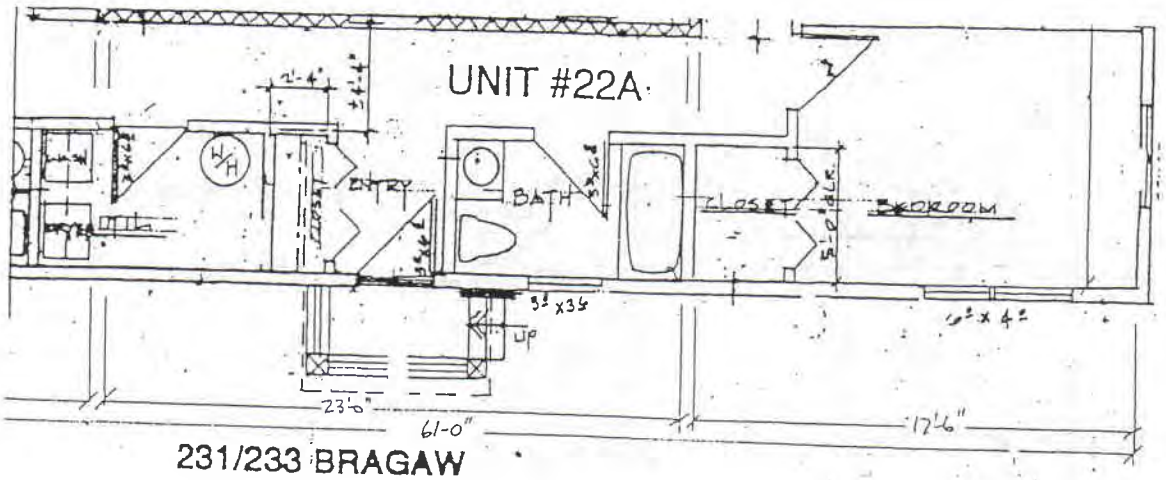

UNIT #22A

231 BRAGAW




UNIT #22B

SECOND FLOOR PLAN




231/233 BRAGAW

CTION "A"

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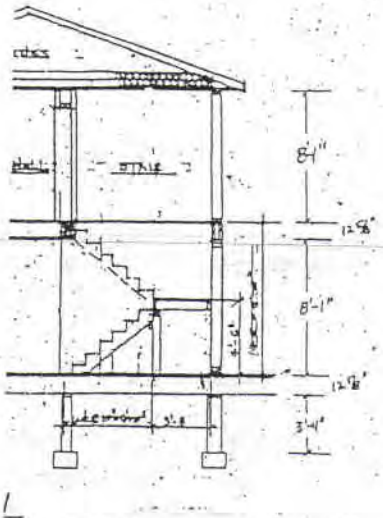
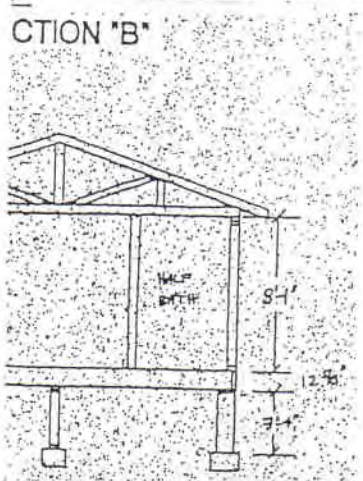
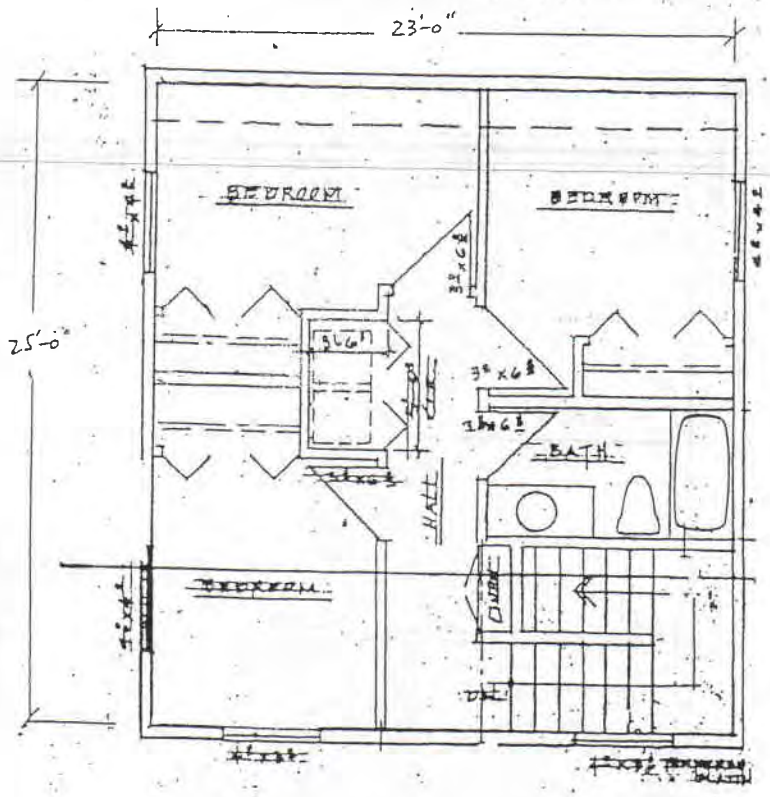



CTION "B"




NIT #22A
11 BRAGAW




UNIT #22B

SECOND FLOOR PLAN

A L A S K A

2005-093584-0
Recording Dist: 301 - Anchorage
12/29/2005 1:59 PM Pages: 1 of 24

CC

AMENDMENT NO. 2

TO DECLARATION

OF

BRAGAW AND PETERKIN CONDOMINIUMS

EXERCISING DEVELOPMENT RIGHTS

**AFTER RECORDATION RETURN TO:**

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

# AMENDMENT NO. 2 TO

# DECLARATION

# OF

# BRAGAW AND PETERKIN CONDOMINIUMS

## EXERCISING DEVELOPMENT RIGHTS

Habitat for Humanity - Anchorage, an Alaska non-profit corporation, with an office at 500 West International Airport Road, Suite E, Anchorage, Alaska 99518, "Declarant" under a certain Declaration of Bragaw and Peterkin Condominiums, dated the 16th day of January, 2004, and recorded on the 20th day of January, 2004, under Serial No. 2004-003915-0, and as set forth in Plat No. 2004-002, recorded in the Anchorage Recording District, Third Judicial District, State of Alaska, and as amended by Amendment No. 1, recorded on the 29th day of November, 2004 at Serial Recording No. 2004-088801-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, ("Declaration") pursuant to Section 34.08.180 of the Alaska Uniform Common Interest Ownership Act, and pursuant to reservations of Development Rights reserved pursuant to Section 34.08.130(a)(8) of the Act and Article VII of the Declaration, does hereby amend the Declaration and does hereby declare:

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

ARTICLE II. Lot 9, Block 9, FAIRVIEW SUBDIVISION, according to the official plat thereof, filed under Plat No. P-34, records of the Anchorage Recording District, Third Judicial District, State of Alaska, previously described as "Additional Property" is hereby added into the Community as reflected in Schedule A-1 herein.

ARTICLE III. Schedule A-2, Table of Interests, attached hereto, adding the following Four (4) Units: Units 9A, 9B, 20A, and 20B, together with their appurtenant Limited Common Elements and interests as shown on Schedule A-3, and is substituted for the current Schedule A-2 of the Declaration which is declared null and void.

ARTICLE IV. Schedule A-3, the Plat and Plans attached hereto and filed under Plat No. 2005-200, supplements the current Schedule A-3 of the Declaration as filed under Plat No. 2004-151 by reflecting the addition of Units 9A, 9B, 20A, and 20B and Limited Common Elements on Lots 9 and 20, Block 9, Fairview Subdivision, according to the official plat thereof, filed under Plat No. P-34, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

ARTICLE V. Development rights reserved in the Declaration within Lots 9 and 20, Block 9, Fairview Subdivision, are hereby declared terminated. Limited Common Elements depicted on Schedule A-3 hereto are hereby assigned as appurtenant to the Units indicated. Those

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

ARTICLE VI. All Development Rights reserved in the Declaration to create Units within Lots 8, 9, and 20 through 23, Block 9, Fairview Subdivision have been exercised are hereby declared terminated. Limited Common Elements depicted on Schedule A-3 hereto are hereby assigned as appurtenant to the Units indicated.

Signed, Sealed and Delivered
in the Presence of:

HABITAT FOR HUMANITY - ANCHORAGE

By: _____
Randi Sweet
Its: President

STATE OF ALASKA )
) ss.
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 19th day of December, 2005, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **RANDI SWEET**, to me known and known to me to be the **PRESIDENT of HABITAT FOR HUMANITY–ANCHORAGE**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation.

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

WANDA F. PEEL
My Commission Expires
NOTARY
SEAL
February 12, 2007
State Of Alaska

_____
Notary Public in and for Alaska
My Commission Expires: 2-12-07

## DESCRIPTION OF COMMON INTEREST COMMUNITY

Lots 8, 9 and 20 through 23, Block 9, FAIRVIEW SUBDIVISION, according to the official plat thereof filed under Plat Number P-34, records of Anchorage Recording District, Third Judicial District, State of Alaska, shown on the Plat as "Property Not Subject To Development Rights."

---

## ENCUMBRANCES AFFECTING THE COMMON INTEREST COMMUNITY

SUBJECT TO the effect of the notes which appear on the Plat of said subdivision;

FURTHER SUBJECT TO the easements as dedicated and shown on the Plat of said subdivision; and

FURTHER SUBJECT TO the reservations and exceptions as contained in the U.S. Patent; and

FURTHER SUBJECT TO Notice of Availability of Water Service, including the terms and provisions thereof, recorded on January 11, 1978, in Book 263, at Page 220, in the Anchorage Recording District, Third Judicial District, State of Alaska. (Affects Lot 20, Block 9); and

FURTHER SUBJECT TO Notice of Availability of Water Service, including the terms and provisions thereof, recorded on January 11, 1978, in Book 263, at Page 220, in the Anchorage Recording District, Third Judicial District, State of Alaska. (Affects Lot 23, Block 9); and

FURTHER SUBJECT TO: Building Encroachment Easement including the terms and provisions thereof, for the purpose set out therein, to the record of which reference is hereby made:
Granted to: Anchorage Neighborhood Housing Services, Inc.
For: The benefit of Lot 18A, Block 9, Fairview Subdivision, Plat No. 84-275, and for the use, enjoyment, operation, maintenance and repair of an existing building primarily located on Lot 18A, Block 9, Fairview Subdivision, Plat No. 84-275, but encroaching on said lot 20, including but not limited to the buildings, footings, foundations and overhangs, together with the right of ingress and egress to the building as may be reasonably necessary, and the right to lease, license, permit or otherwise agree to the exercise of Grantee's rights under this Easement by any other person or entity.
Recorded: October 31, 2003
Reception No. 2003-114465-0

SCHEDULE A-2

TABLE OF INTERESTS

| Unit No. | Street Address | Percentage Share of Common Elements | Percentage Share of Common Expenses | Vote in the Affairs of the Association | Limited Common Element Headbolt Heater (HH) and Yard (Y) |
|---|---|---|---|---|---|
| Unit 8A | 130 N. Flower | 8.333% | 8.333% | 1 | HH-8A/Y-8A |
| Unit 8B | 132 N. Flower | 8.333% | 8.333% | 1 | HH-8B/Y-8B |
| Unit 9A | 124 N. Flower | 8.333% | 8.333% | 1 | HH-9A/Y-9A |
| Unit 9B | 126 N. Flower | 8.333% | 8.333% | 1 | HH-9B/Y-9B |
| Unit 20A | 217 N. Bragaw | 8.333% | 8.333% | 1 | HH-20A/Y-20A |
| Unit 20B | 219 N. Bragaw | 8.333% | 8.333% | 1 | HH-20B/Y-20B |
| Unit 21A | 221 N. Bragaw | 8.333% | 8.333% | 1 | HH-21A/Y-21A |
| Unit 21B | 223 N. Bragaw | 8.333% | 8.333% | 1 | HH-21B/Y-21B |
| Unit 22A | 233 N. Bragaw | 8.333% | 8.333% | 1 | HH-22A/Y-22A |
| Unit 22B | 231 N. Bragaw | 8.333% | 8.333% | 1 | HH-22B/Y-22B |
| Unit 23A | 243 N. Bragaw | 8.333% | 8.333% | 1 | HH-23A/Y-23A |
| Unit 23B | 241 N. Bragaw | 8.333% | 8.333% | 1 | HH-23B/Y-23B |
| **TOTALS** | | **100.00%** | **100.00%** | **12** | |

## SCHEDULE A-3

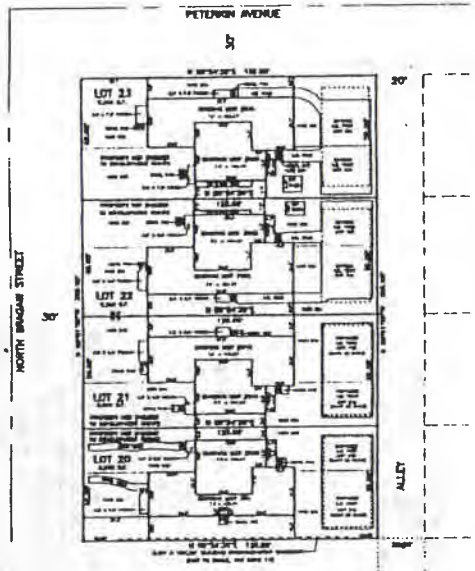
## PLAT AND PLANS

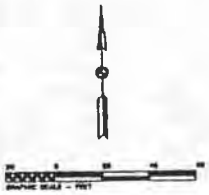
2005-200

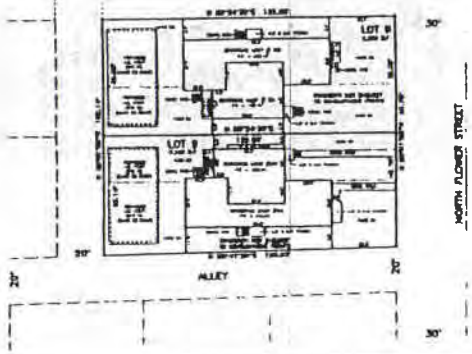
2005-093583-0

## NOTES

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]
8. [illegible]
9. [illegible]
10. [illegible]
11. [illegible]






## LEGEND

- [illegible]
- [illegible]
- [illegible]

## SURVEYOR'S CERTIFICATE

[illegible]

## NOTARY ACKNOWLEDGEMENT

[illegible]

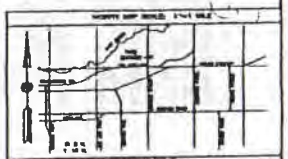
STATE OF ALASKA
NOTARY PUBLIC

## OWNERSHIP CERTIFICATE

[illegible]

## NOTARY ACKNOWLEDGEMENT

[illegible]



# BRAGAW & PETERKIN CONDOMINIUMS

[illegible]

BARNES LAND SURVEYING, LLC

[illegible]

# NOTES

1. IMPROVEMENTS IN PROPERTY IN WHICH DEVELOPMENT RIGHTS ARE RESERVED NEED NOT BE BUILT. DEVELOPMENT RIGHTS ARE RESERVED IN THESE AREAS. UNITS AND BUILDING LOCATIONS, DIMENSIONS, AND SHAPES ARE APPROXIMATE AND MAY VARY IN ACCORDANCE WITH DECLARANT.OR SITE REQUIREMENTS (OR AT DECLARANTS OPTION). SEE ARTICLE VII OF THE DECLARATION FOR RESERVATIONS AND LIMITATIONS ON DEVELOPMENT RIGHTS.

2. IMPROVEMENTS WITHIN AREAS DESIGNATED AS PROPERTY NOT SUBJECT TO DEVELOPMENT MUST BE BUILT SUBJECT TO SPECIAL DECLARANT RIGHTS RESERVED IN ARTICLE VII OF THE DECLARATION.

3. AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 37,500 S.F. = 0.86 ACRES.

4. ELEVATION DATUM FOR THE BUILDINGS IS GREATER ANCHORAGE AREA BOROUGH, POST QUAKE, U.S. GEODETIC SURVEY, MEAN SEA LEVEL OF 1972, PER MOA BENCHMARK "CB 2C" ELEVATION = 141.96' (SEE BENCHMARK BOOK, PAGE D-5).

5. CERTAIN IMPROVEMENTS WHICH MAY BE BUILT BY DECLARANT AS PART OF ITS SPECIAL DECLARANT RIGHTS, IN ADDITION TO BUILDINGS AND IMPROVEMENTS SHOWN, MAY INCLUDE ROADS, PAVEMENT AND CURBS, STREET LIGHTING, RETAINING WALLS, DRAINAGE SYSTEMS, GRADING, LANDSCAPING, PLANTS, SHRUBS AND TREES, FENCES, SIGNS, PIPES, DUCTS, CABLES, UTILITY WAYS, INFRASTRUCTURE AND ACCESORY OR RELATED STRUCTURES AND FIXTURES AND IMPROVEMENTS WHICH ARE REQUIRED BY APPROPRIATE GOVERNMENTAL AUTHORITIES, OR UTILITY COMPANIES, OR WHICH WILL ENHANCE THE COMMUNITY IN THE DISCRETION OF THE DECLARANT. THE IMPROVEMENTS NEED NOT BE BUILT IN ANY PARTICULAR ORDER OR AT ANY PARTICULAR LOCATION IN THE PROPERTY AND WILL HAVE DIMENSIONS CONSISTENT WITH THEIR PURPOSES. PLEASE REFER TO ARTICLE VIII OF THE DECLARATION FOR LIMITATIONS AND RESERVATIONS OF THESE RIGHTS.

6. EXCEPT AS NOTED, IMPROVEMENTS WITHIN AREAS DESIGNATED AS "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" MUST BE BUILT AND ARE SUBJECT TO SPECIAL DECLARANT RIGHTS RESERVED IN ARTICLE VII OF THE DECLARATION.

7. DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION WALLS.

8. ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND TENTHS AND HUNDRETHS OF FEET.

9. ALL BUILDING TIES ARE AT 90° TO THE PROPERTY LINES.

10. FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED JANUARY 20, 2004, UNDER SERIAL NUMBER 2004-003915-0, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

11. BUILDING ENCROACHMENT EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF, FOR THE PURPOSE SET OUT THEREIN, TO THE RECORD OF WHICH REFERENCE IS HEREBY MADE: GRANTED TO: ANCHORAGE NEIGHBORHOOD HOUSING SERVICES, INC. FOR: THE BENEFIT OF ADJACENT LOT 18A, BLOCK 9, FAIRVIEW SUBDIVISION, PLAT NO. 84-275, AND FOR THE USE, ENJOYMENT, OPERATION, MAINTENANCE AND REPAIR OF AN EXISTING BUILDING PRIMARILY LOCATED ON LOT 18A, BLOCK 9, FAIRVIEW SUBDIVISION, PLAT NO. 84-275, BUT ENCROACHING ON SAID LOT 20, INCLUDING BUT NOT LIMITED TO THE BUILDINGS, FOOTINGS, FOUNDATIONS AND OVERHANGS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO THE BUILDING AS MAY BE REASONABLY NECESSARY, AND THE RIGHT TO LEASE, PERMIT, OR OTHERWISE AGREE TO THE EXERCISE OF GRANTEE'S RIGHTS UNDER THIS EASEMENT BY ANY OTHER PERSON OR ENTITY, RECORDED OCTOBER 31, 2003, UNDER SERIAL NO. 2003-114465-0.

## NOTES

VEMENTS IN PROPERTY IN WHICH DEVELOPMENT RIGHTS RESERVED NEED NOT BE BUILT. DEVELOPMENT RIGHTS ARE RVED IN THESE AREAS. UNITS AND BUILDING LOCATIONS, NSIONS, AND SHAPES ARE APPROXIMATE AND MAY VARY IN RDANCE WITH DECLARANT OR SITE REQUIREMENTS (OR AT ARANTS OPTION). SEE ARTICLE VII OF THE DECLARATION FOR RVATIONS AND LIMITATIONS ON DEVELOPMENT RIGHTS.

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PT AS NOTED, IMPROVEMENTS WITHIN AREAS GNATED AS "PROPERTY NOT SUBJECT TO DEVELOPMENT TS" MUST BE BUILT AND ARE SUBJECT TO SPECIAL ARANT RIGHTS RESERVED IN ARTICLE VII OF THE ARATION.

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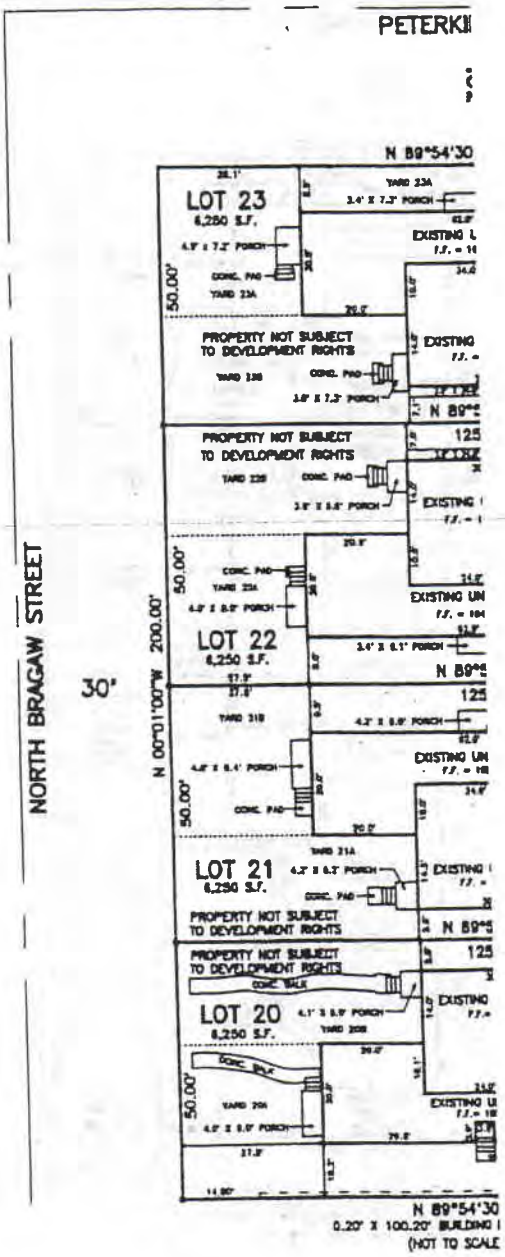
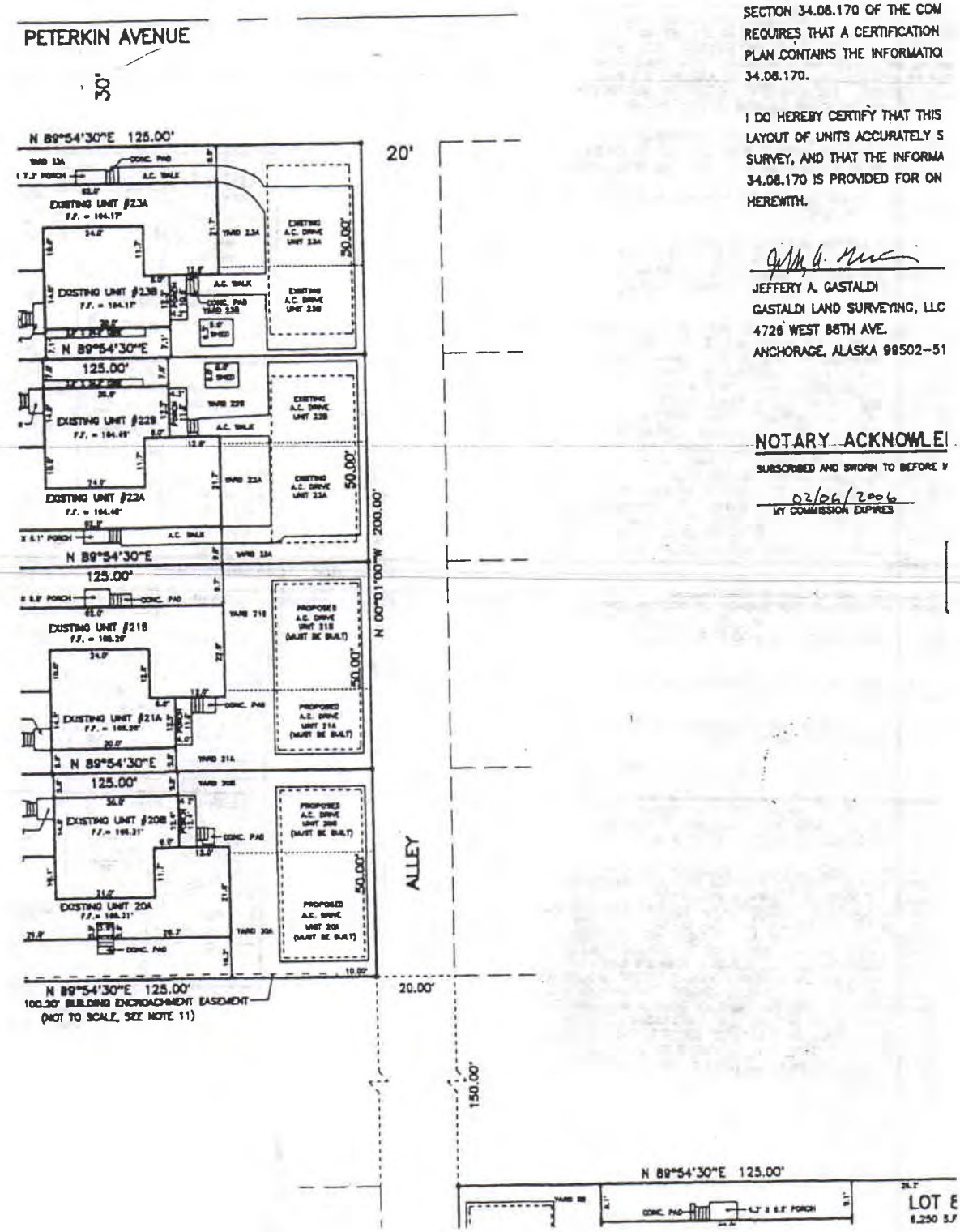
BUILDING TIES ARE AT 90° TO THE PROPERTY LINES.

DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE ARATION, RECORDED JANUARY 20, 2004, UNDER AL NUMBER 2004-003915-0, ANCHORAGE RECORDING RICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

DING ENCROACHMENT EASEMENT, INCLUDING TERMS AND VISIONS THEREOF, FOR THE PURPOSE SET OUT THEREIN, TO RECORD OF WHICH REFERENCE IS HEREBY MADE: NTED TO: ANCHORAGE NEIGHBORHOOD HOUSING SERVICES, INC. : THE BENEFIT OF ADJACENT LOT 18A, BLOCK 9, FAIRVIEW DIVISION, PLAT NO. 84-275, AND FOR THE USE, ENJOYMENT, RATION, MAINTENANCE AND REPAIR OF AN EXISTING BUILDING ARILY LOCATED ON LOT 18A, BLOCK 9, FAIRVIEW SUBDIVISION, T NO. 84-275, BUT ENCROACHING ON SAID LOT 20, INCLUDING NOT LIMITED TO THE BUILDINGS, FOOTINGS, FOUNDATIONS AND RHANGS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THE BUILDING AS MAY BE REASONABLY NECESSARY, AND THE T TO LEASE, PERMIT, OR OTHERWISE AGREE TO THE EXERCISE GRANTEE'S RIGHTS UNDER THIS EASEMENT BY ANY OTHER SON OR ENTITY, RECORDED OCTOBER 31, 2003, UNDER SERIAL 2003-114485-0.






## SURVEYOR'S CEF

SECTION 34.08.170 OF THE COM
REQUIRES THAT A CERTIFICATION
PLAN CONTAINS THE INFORMATIO
34.08.170.

I DO HEREBY CERTIFY THAT THIS
LAYOUT OF UNITS ACCURATELY S
SURVEY, AND THAT THE INFORMA
34.08.170 IS PROVIDED FOR ON
HEREWITH.

JEFFERY A. GASTALDI
GASTALDI LAND SURVEYING, LLC
4726 WEST 86TH AVE.
ANCHORAGE, ALASKA 99502-51

## NOTARY ACKNOWLE

SUBSCRIBED AND SWORN TO BEFORE M

02/06/2006
MY COMMISSION EXPIRES

## CERTIFICATE

COMMON INTEREST OWNERSHIP ACT
ATION BE MADE WHICH STATES THE PLAT AND
MATION AS SET FORTH IN SECTION

THIS PLAT IS A TRUE AND CORRECT
ELY SURVEYED TO DEPICT AN ASBUILT
ORMATION AS REQUIRED BY ALASKA STATUTE
IR ON THIS PLAT AND THE PLANS FILED

STATE OF ALASKA
49TH
Jeffery A. Gorsuch
LS-6081
Registered Professional Land Surveyor

, LLC

02-5111

## OWNERSHIP CERTIFICATE

THE UNDERSIGNED DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOTS 9 AND 20, BLOCK 9, FAIRVIEW SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEROF, FILED UNDER PLAT NUMBER P-34, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

THE UNDERSIGNED AS DECLARANT UNDER THAT CERTAIN DECLARATION FOR BRAGAW & PETERKIN CONDOMINIUM OWNERS ASSOCIATION INC. DATED THE 20TH DAY OF JANUARY, 2004, AND RECORDED ON THE 20TH DAY OF JANUARY, 2004, UNDER SERIAL NUMBER 2004-003915-0, OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 1, RECORDED ON THE 29TH DAY OF NOVEMBER, 2004 AT SERIAL NO. 2004-088801-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 2, DATED _____, AND RECORDED ON THE ____ DAY OF _____, 20__, UNDER SERIAL NUMBER _____, OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, ("DECLARATION") PURSUANT TO SECTION 34.08.180 OF THE ALASKA UNIFORM COMMON INTEREST OWNERSHIP ACT, AND PURSUANT TO SECTION 34.08.130(A)(8) OF THE ACT AND IN ARTICLE VII OF THE DECLARATION, DOES HEREBY FILE THIS PLAT & PLANS TO REFLECT THE CREATION OF UNITS AND COMMON AREAS AS SHOWN HEREON.

HABITAT FOR HUMANITY - ANCHORAGE
500 WEST INTERNATIONAL AIRPORT ROAD, SUITE E
ANCHORAGE, ALASKA 99518

RANDI SWEET - ~~VICE~~ PRESIDENT

## MLEDGEMENT

FORE ME THIS 27TH DAY OF December 2005

NOTARY PUBLIC

STATE OF ALASKA
NOTARY PUBLIC
Van W. Elben
My Commission Expires February 2, 2007

## NOTARY ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 28TH DAY OF December 2005

2-12-07
MY COMMISSION EXPIRES

NOTARY PUBLIC

WANDA F. PEEL
NOTARY
SEAL
EXPIRES 2-12-2007
State of Alaska

OT 8
50 S.F.

30'

THE PROPERTY AND WILL HAVE DIMENSIONS CONSISTENT WITH THEIR PURPOSES. PLEASE REFER TO ARTICLE VIII OF THE DECLARATION FOR LIMITATIONS AND RESERVATIONS OF THESE RIGHTS.

6. EXCEPT AS NOTED, IMPROVEMENTS WITHIN AREAS DESIGNATED AS "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" MUST BE BUILT AND ARE SUBJECT TO SPECIAL DECLARANT RIGHTS RESERVED IN ARTICLE VII OF THE DECLARATION.

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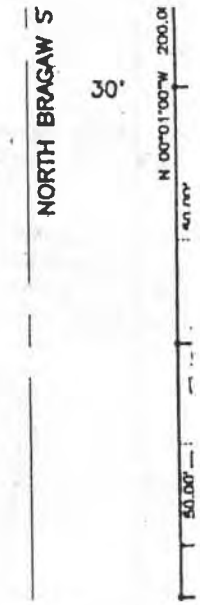



LEG

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PROPOSED (NEED NOT

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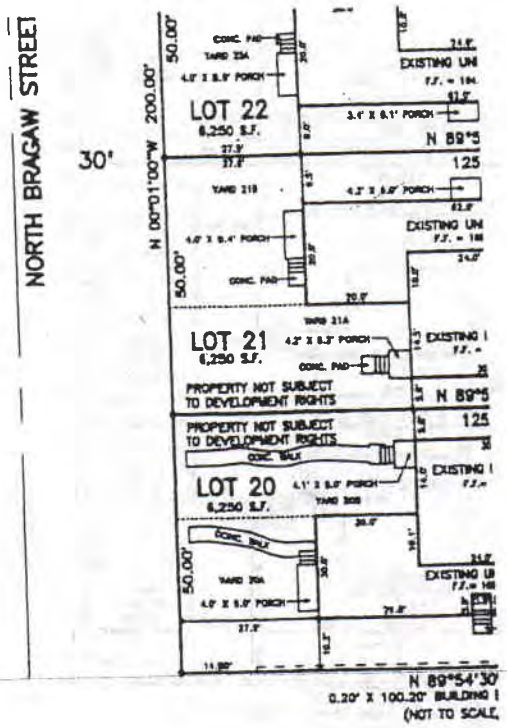
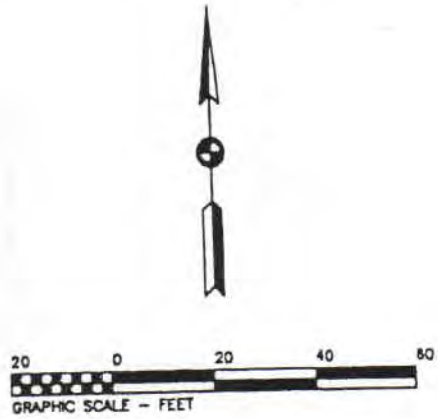


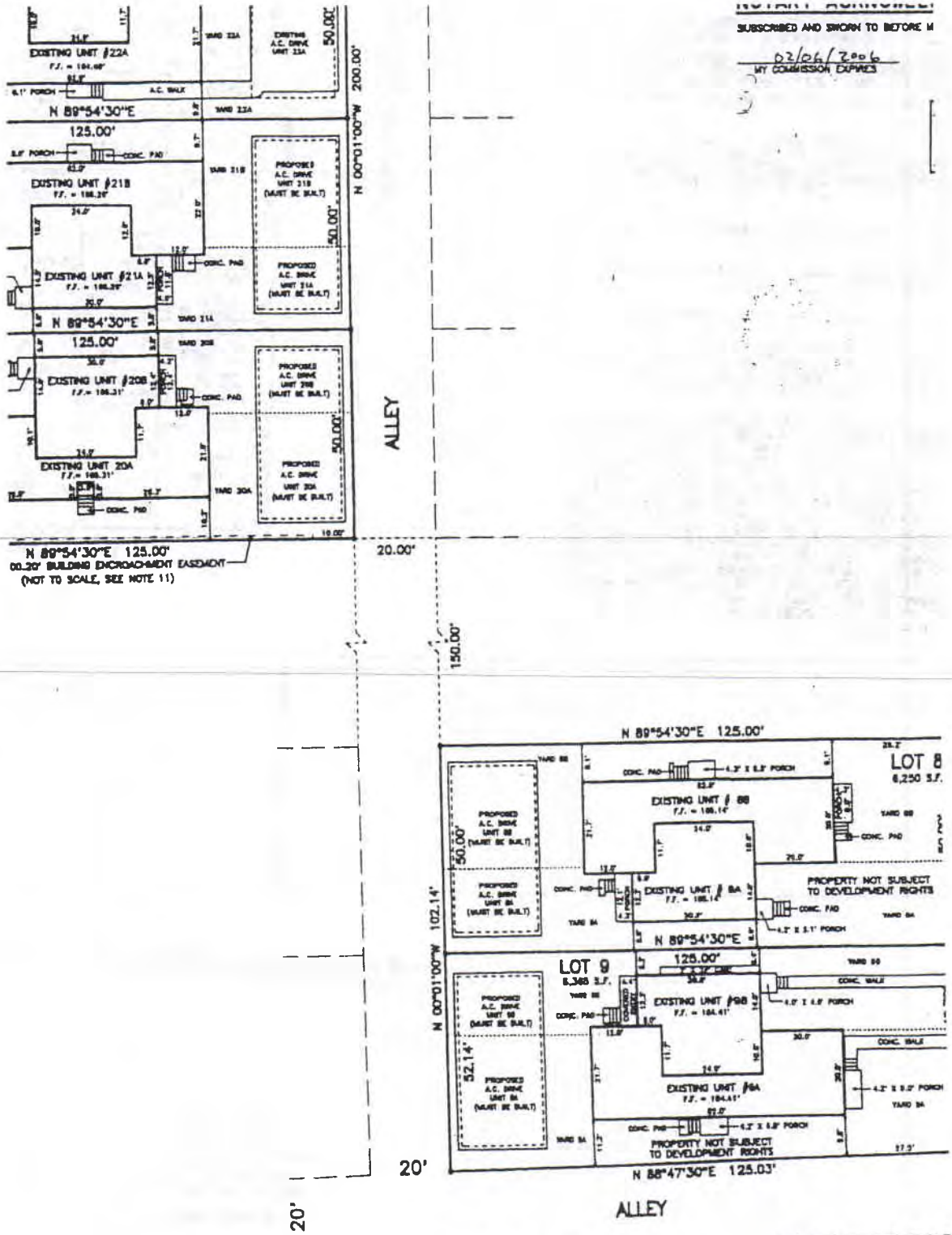

## LEGEND

- ..... YARD BOUNDARY LINES
- ------ PROPOSED 20' X 40' CARPORT (NEED NOT BE BUILT)
- ——— UNIT BOUNDARY LINES

NOTARY ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO BEFORE M

03/06/2006
MY COMMISSION EXPIRES






2005-093584-0

ORE ME THIS 22nd DAY OF December 2005

NOTARY PUBLIC

STATE OF ALASKA
NOTARY PUBLIC
Van W. Elban
My Commission Expires February 5, 2023

HABITAT FOR HUMANITY – ANCHORAGE
500 WEST INTERNATIONAL AIRPORT ROAD, SUITE E
ANCHORAGE, ALASKA 99518

RANDI SWEET – ~~VICE~~ PRESIDENT

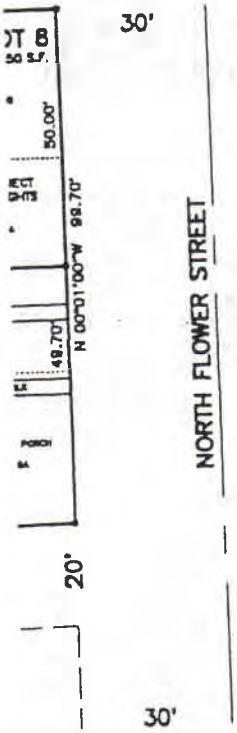
NOTARY ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 28th DAY OF [illegible] 20[illegible]

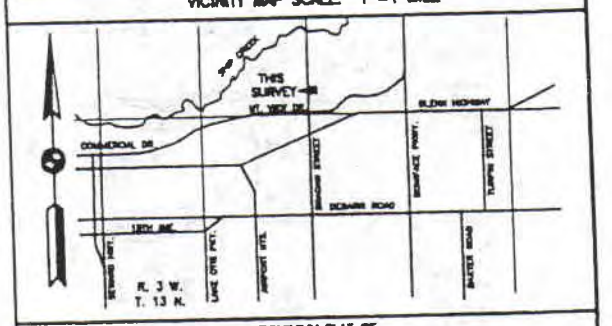
2-12-07
MY COMMISSION EXPIRES

NOTARY PUBLIC

WANDA F. REEL
NOTARY
SEAL
EXPIRES 12-2007




VICINITY MAP SCALE: 1"=1 MILE




A CONDOMINIUM PLAT OF

# BRAGAW & PETERKIN CONDOMINIUMS

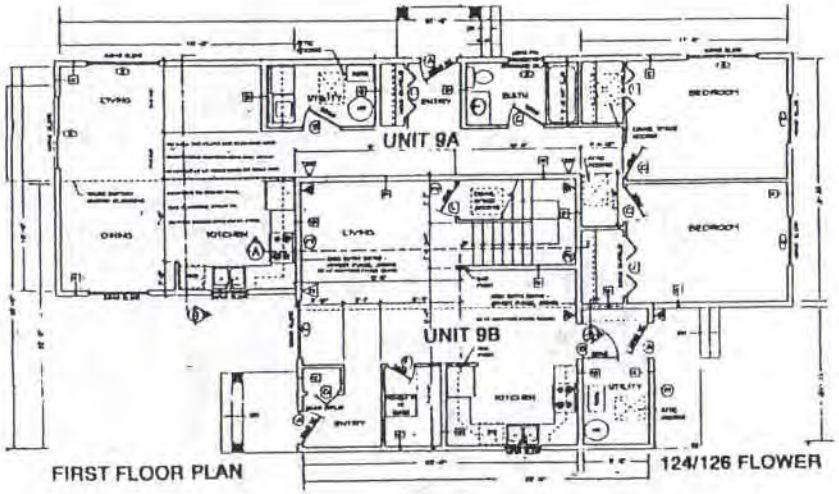
UNITS 8A, 8B, 9A, 9B, 20A, 20B, 21A, 21B, 22A, 22B, 23A, & 23B

ADDS UNITS 8A, 9B, 20A, & 20B

LOTS 8, 9, AND 20 THRU 23, BLOCK 8, FAIRVIEW SUBD., ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NUMBER P-34, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

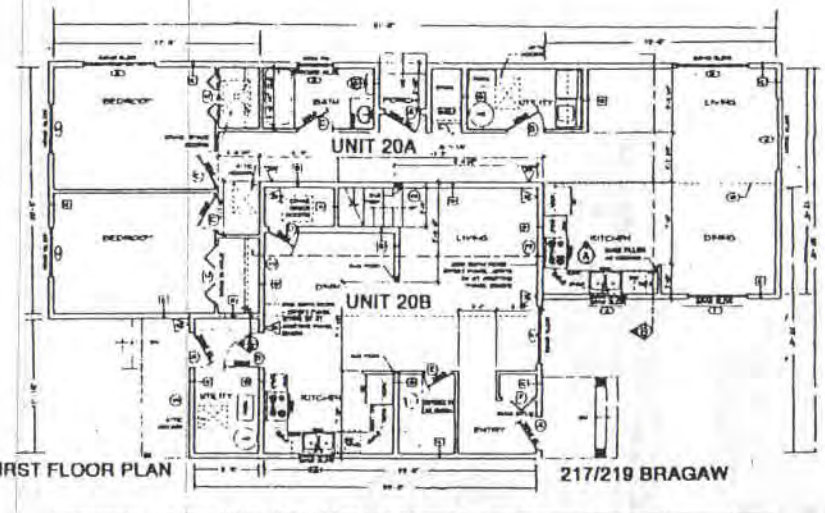
GASTALDI LAND SURVEYING, LLC
4726 WEST 88TH AVE.
ANCHORAGE, ALASKA 99502
907-248-5454

| | | | |
|---|---|---|---|
| GRID: 1134 | SCALE: 1"=20' | DATE: 11/16/2006 | BK: 03-13 PG: 27-28 |
| DRAWN: V.E. | FILE NO.: HABITAT | CHECKED BY: J.A.G. | CASE NO.: |




FIRST FLOOR PLAN

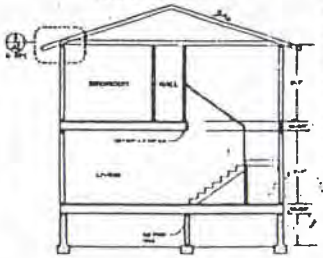
124/126 FLOWER




FIRST FLOOR PLAN

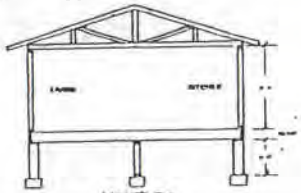
217/219 BRAGAW

SECTION "A"

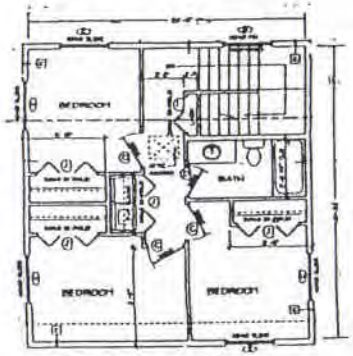



UNIT 9B

SECTION "B"

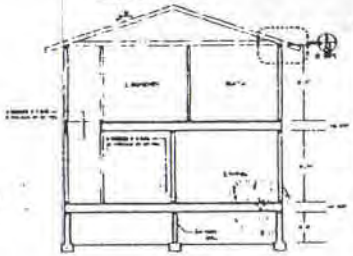



UNIT 9A



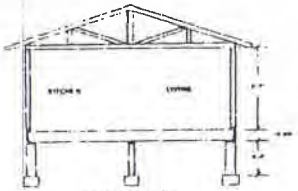

SECOND FLOOR PLAN
UNIT 9B

SECTION "A"

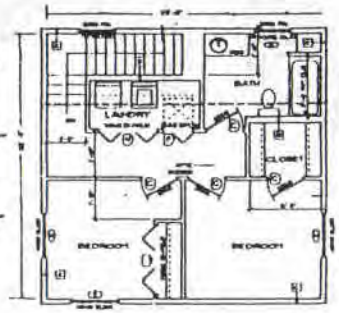



UNIT 20B

SECTION "B"




UNIT 20A

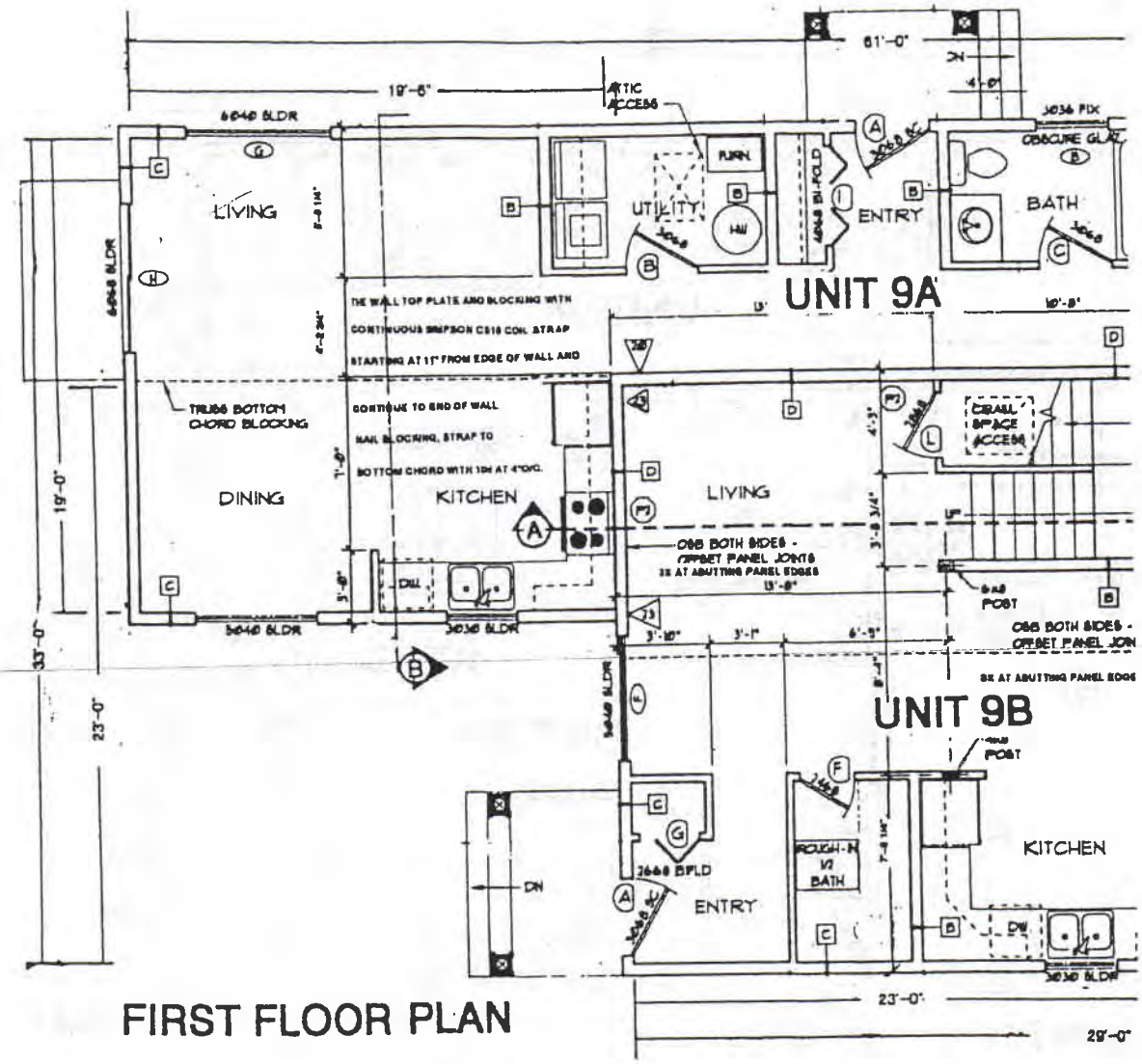



SECOND FLOOR PLAN
UNIT 20B

PLANS FOR
BRAGAW AND PETERKIN
CONDOMINIUMS

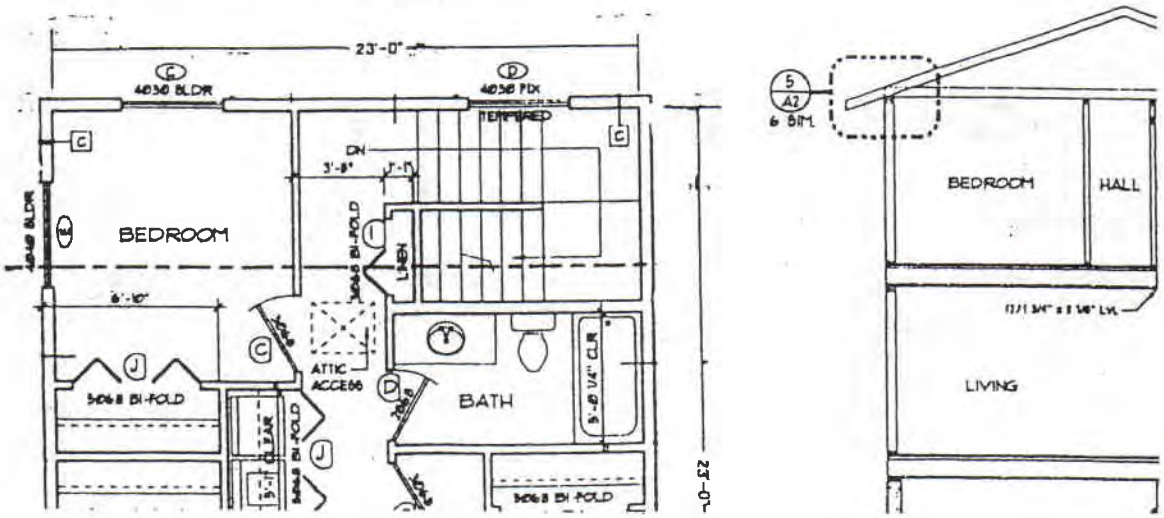
UNITS 9A, 9B, 20A AND 20B

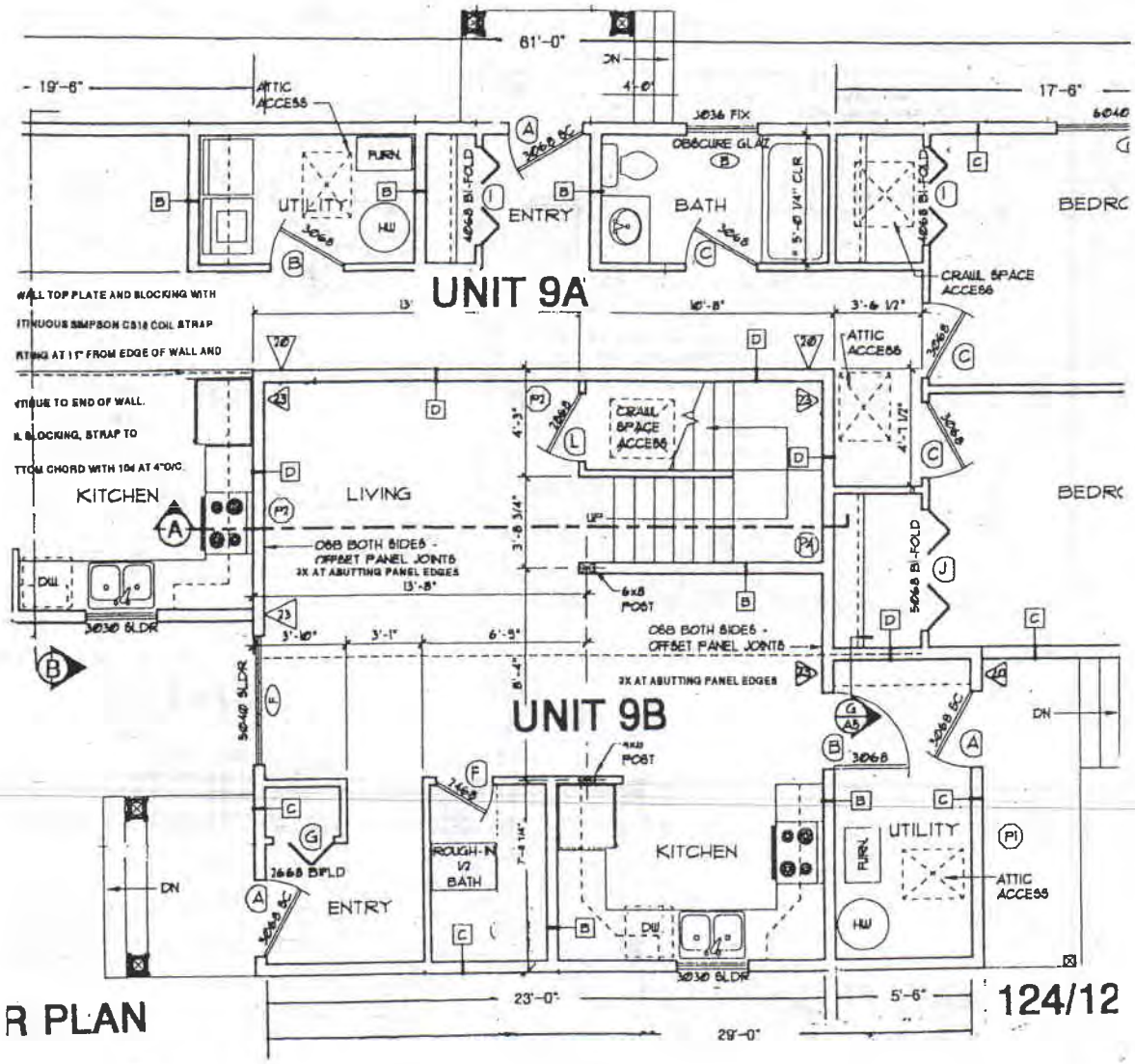
ANCHORAGE, ALASKA




FIRST FLOOR PLAN

SECTION

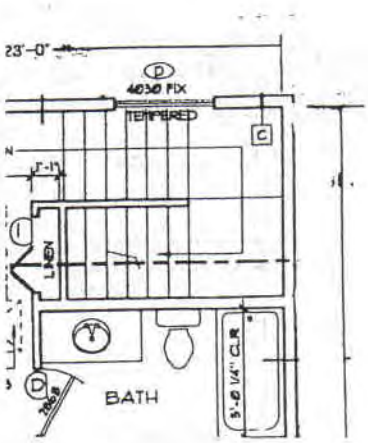


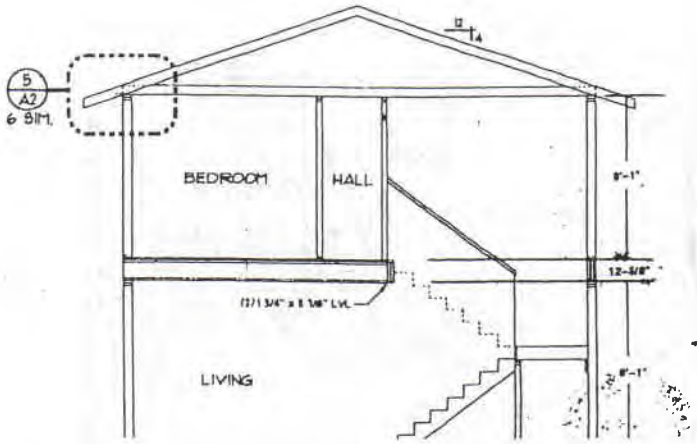



R PLAN

124/12

## SECTION "A"

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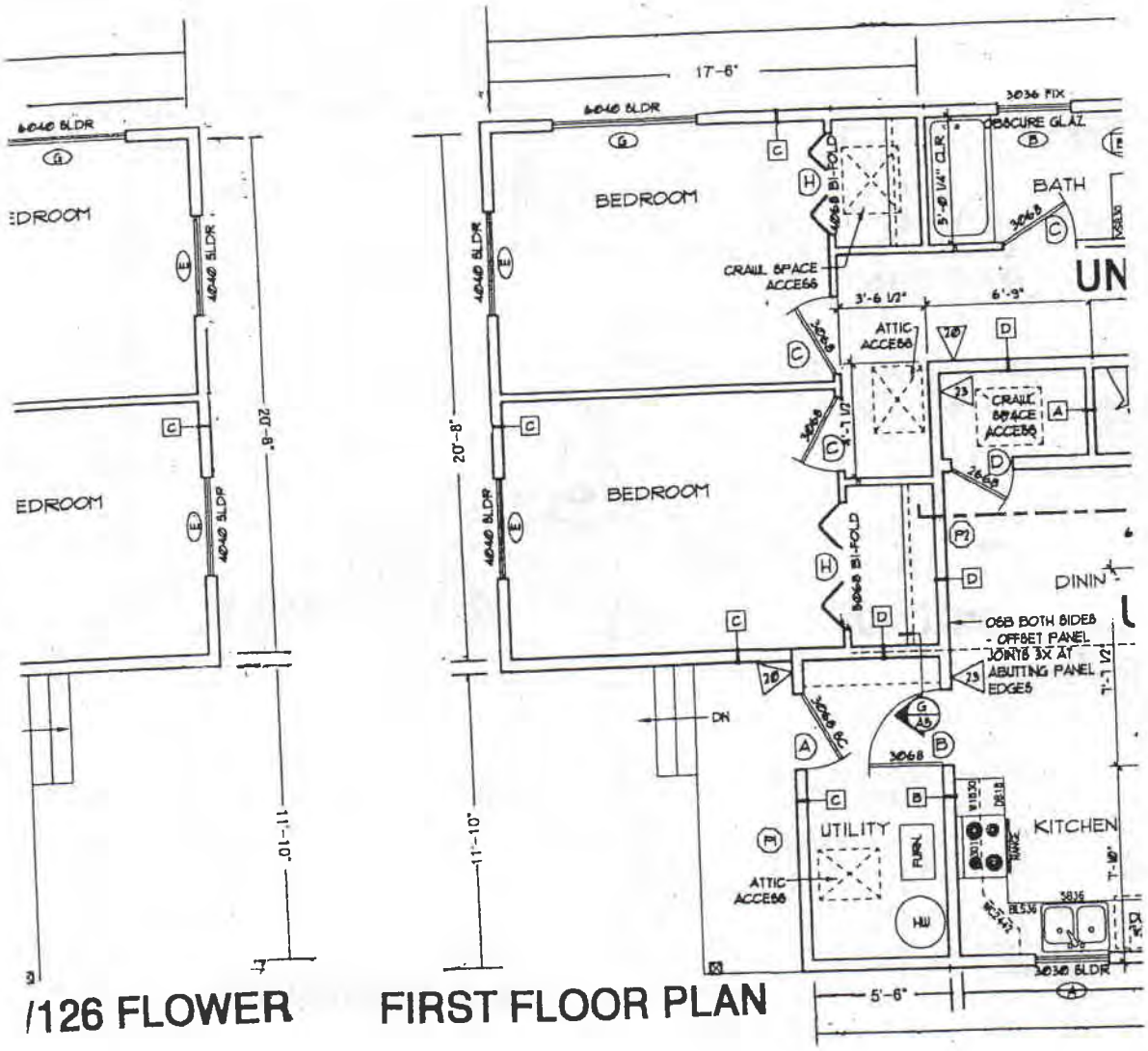
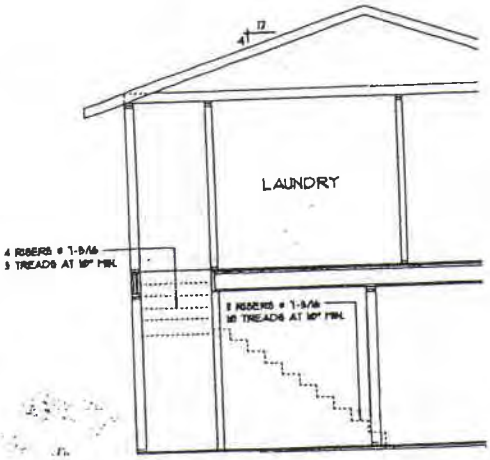



/126 FLOWER FIRST FLOOR PLAN

SECTION "A"



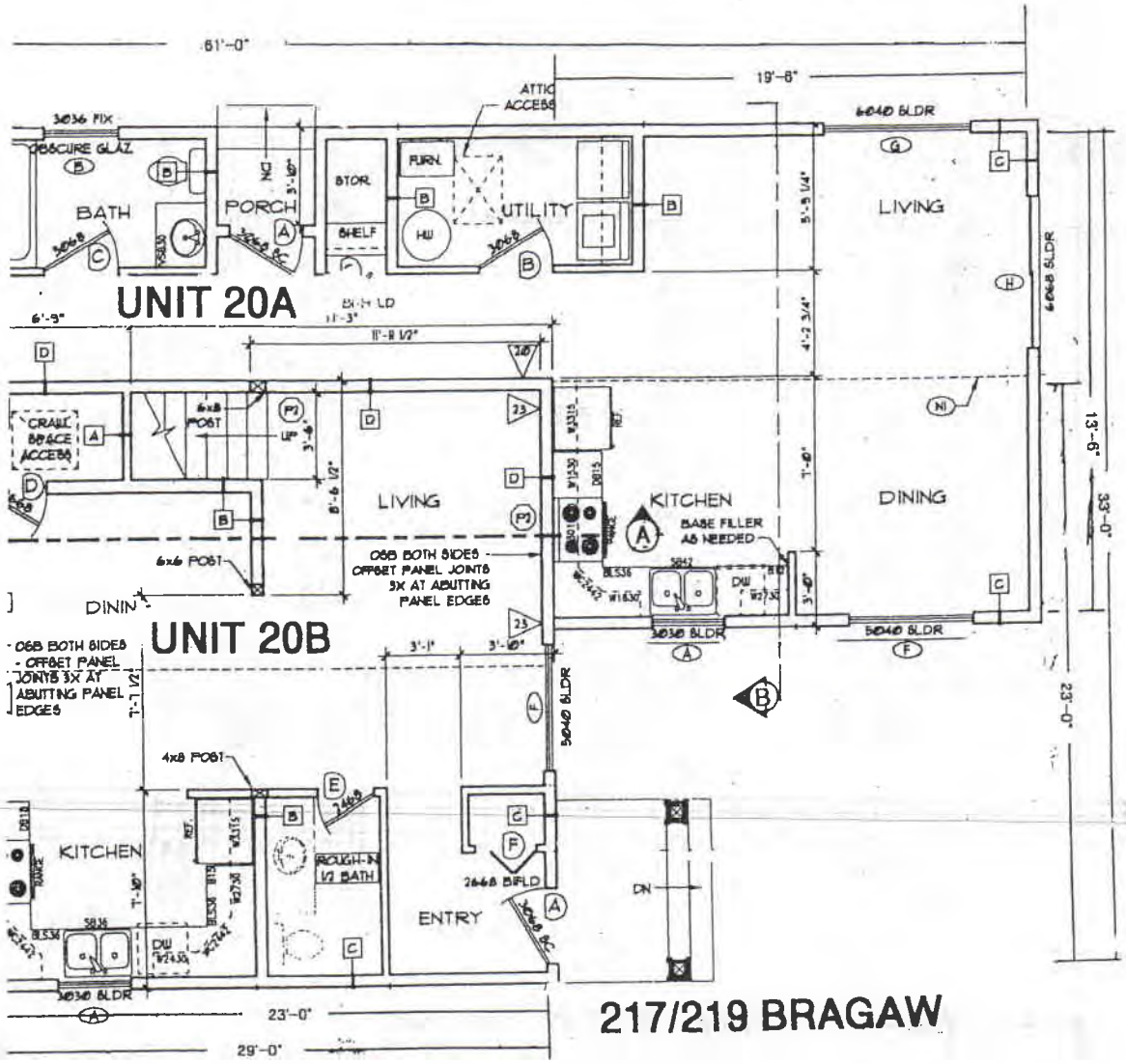

CERTIFICATE OF COMPLETION

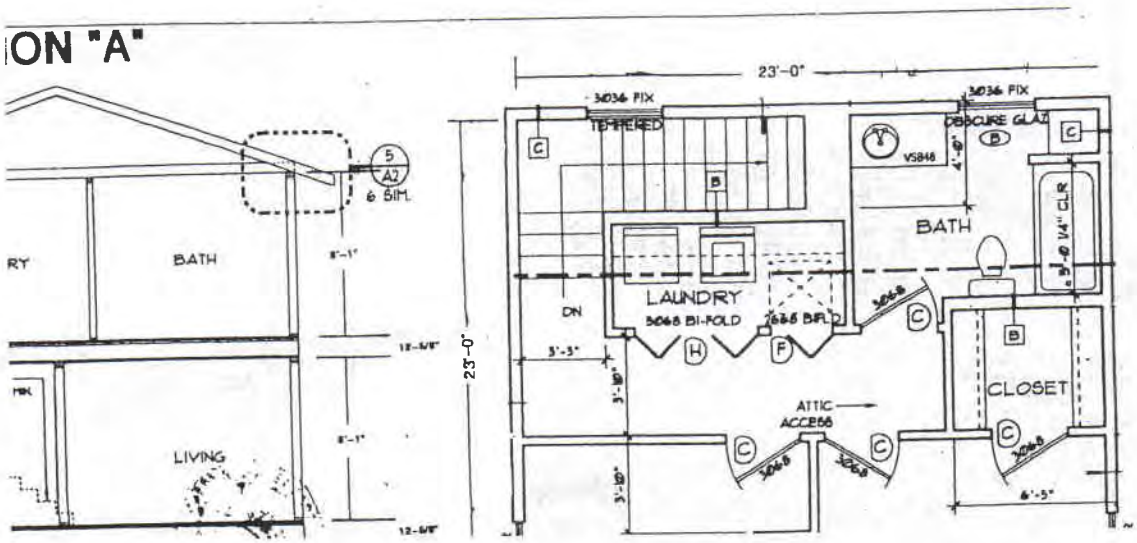
SECTION 34.08.090 OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT PROVIDES THAT A DECLARATION FOR A CONDOMINIUM MAY NOT BE RECORDED AND A PLAT OR PLAN THAT IS PART OF THE DECLARATION FOR A CONDOMINIUM MAY NOT BE FILED UNLESS A CERTIFICATE OF COMPLETION IS RECORDED WITH THE DECLARATION AS EVIDENCE THAT THE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

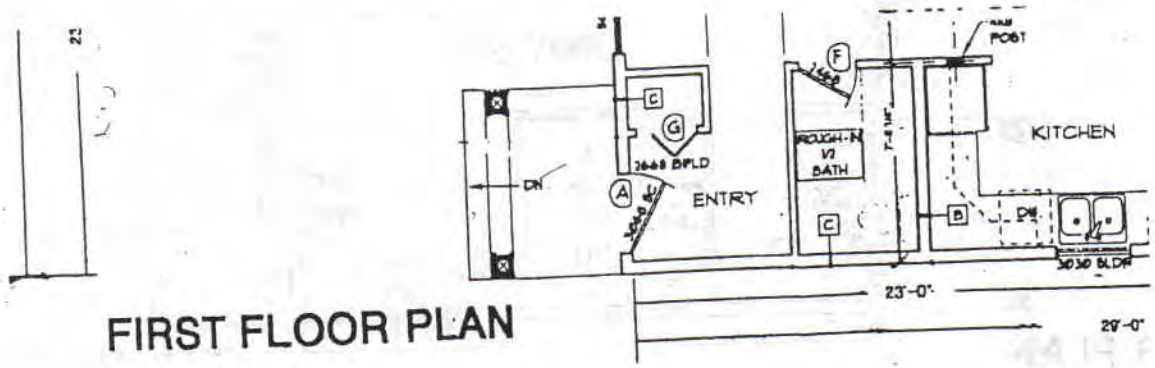
Richard C. Button, P.E.
E.E.I.S. Consulting Engineers
P.O. Box 92169
Anchorage, Alaska 99509-2169

Date 11-29-2005

NOTARY ACKNOWLEDGEMENT FOR RICHARD BUTTON

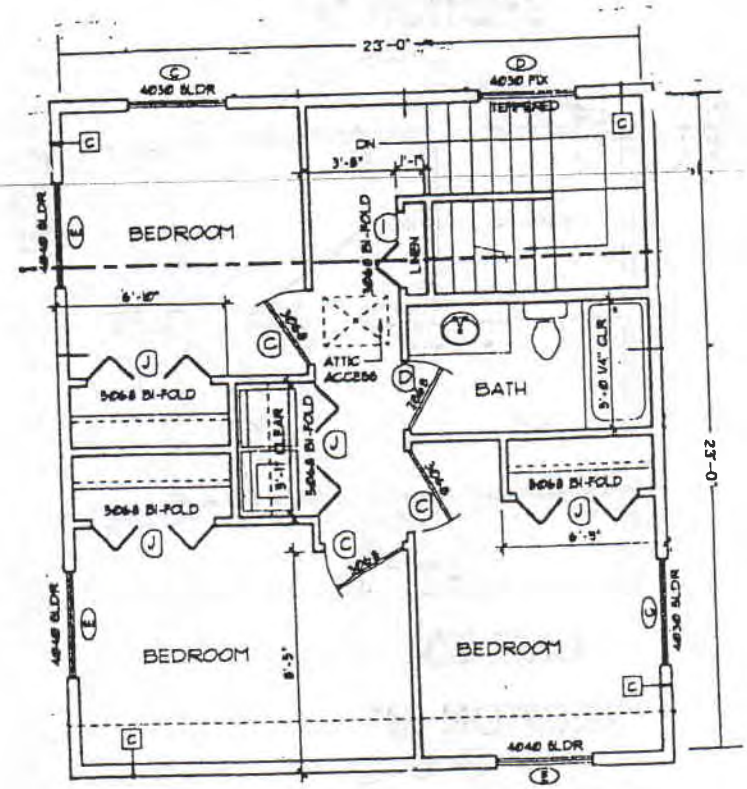

61'-0"
19'-6"
ATTIC ACCESS
3036 FIX
OBSCURE GLAZ
BATH
PORCH
STOR
SHELF
FURN.
HW
UTILITY
LIVING
6040 BLDR
UNIT 20A
CRAWL SPACE ACCESS
6x8 POST
LIVING
KITCHEN
BASE FILLER AS NEEDED
DINING
6x6 POST
OSB BOTH SIDES OFFSET PANEL JOINTS 3X AT ABUTTING PANEL EDGES
DINING
UNIT 20B
- OSB BOTH SIDES - OFFSET PANEL JOINTS 3X AT ABUTTING PANEL EDGES
4x8 POST
KITCHEN
ROUGH-IN 1/2 BATH
2668 BIFLD
ENTRY
DN
23'-0"
29'-0"
13'-6"
33'-0"
23'-0"
217/219 BRAGAW


ON "A"
BATH
LIVING
23'-0"
3036 FIX
TEMPERED
3036 FIX
OBSCURE GLAZ
BATH
LAUNDRY
3068 BI-FOLD
2668 BIFLD
DN
CLOSET
ATTIC ACCESS



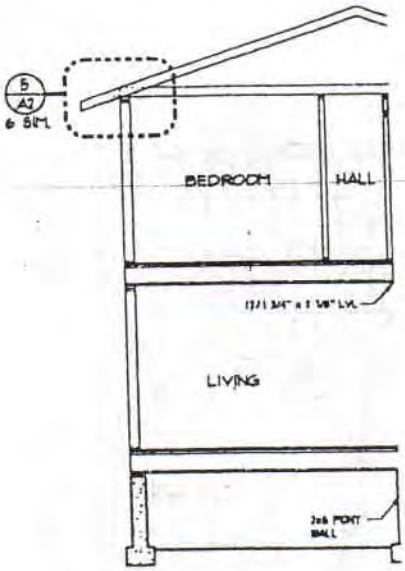

FIRST FLOOR PLAN

SECTION



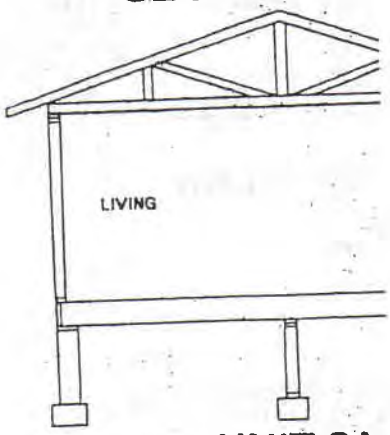

SECOND FLOOR PLAN

UNIT 9B



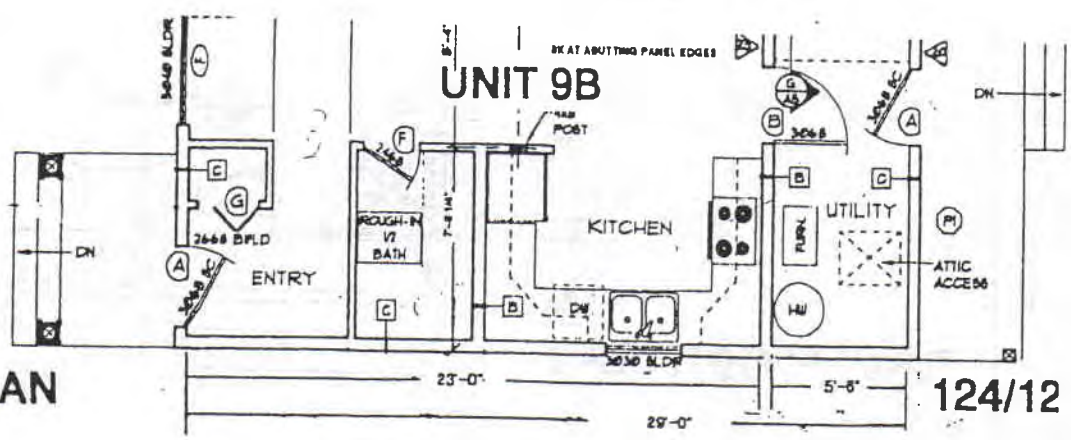

UNIT 9B

SECTION "B"




UNIT 9A

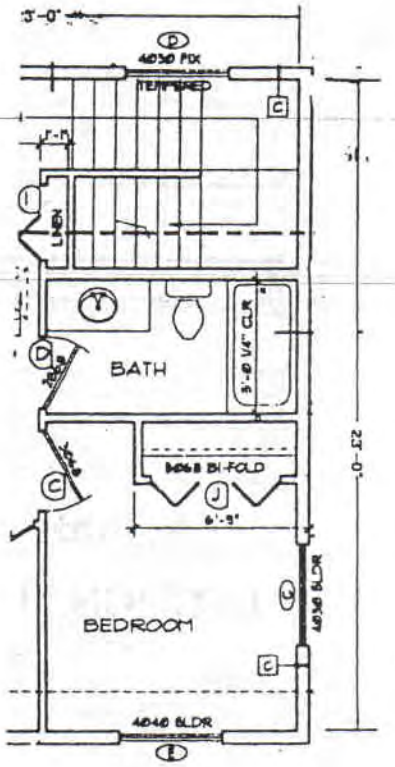
NOTE:
HORIZONTAL AND VERTICAL INTERIOR DIMENSIONS WERE TAKEN FROM THE BUILDING CONSTRUCTION PLANS AND VERIFIED FROM ACTUAL MEASUREMENTS IN THE FIELD.

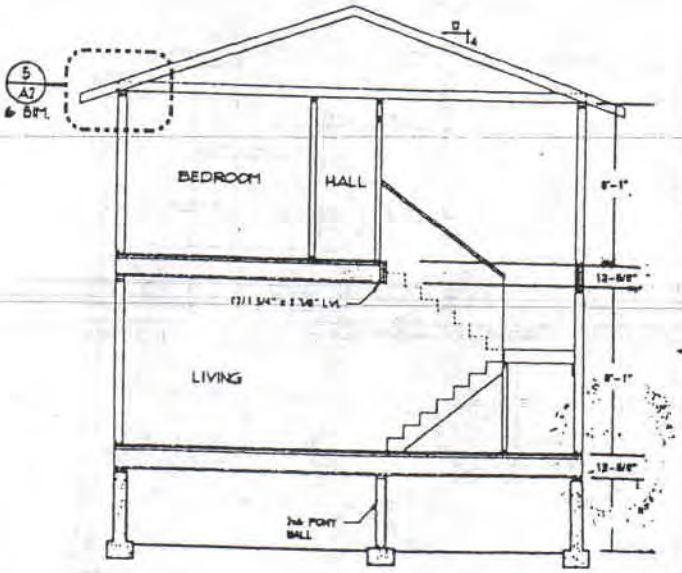



R PLAN

124/12

SECTION "A"



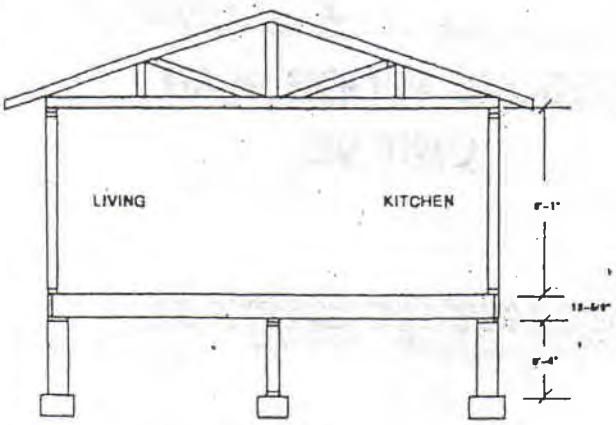




UNIT 9B

SECTION "B"

)OR PLAN

9B



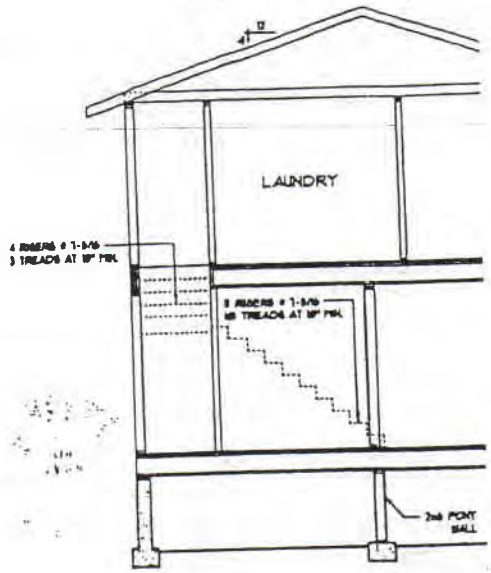

UNIT 9A

ERIOR DIMENSIONS WERE
STRUCTION PLANS AND VERIFIED
N THE FIELD.


'126 FLOWER

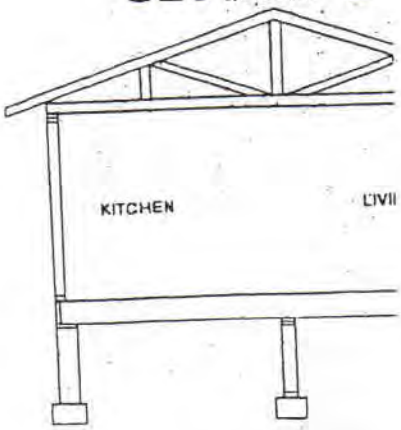
FIRST FLOOR PLAN

SECTION "A"




UNIT 20B

SECTION "B"




UNIT 20A

CERTIFICATE OF COMPLETION

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

Richard C. Button, P.E.
E.E.I.S. Consulting Engineers
P.O. Box 92169
Anchorage, Alaska 99509-2169

Date 11.29.2005

NOTARY ACKNOWLEDGEMENT FOR RICHARD BUTTON

Subscribed and sworn before me on the 29 day of November, 2005

Notary Public

My Commission Expires 5/1/08

RE-CERTIFICATION OF PLANS PREVIOUSLY FILED

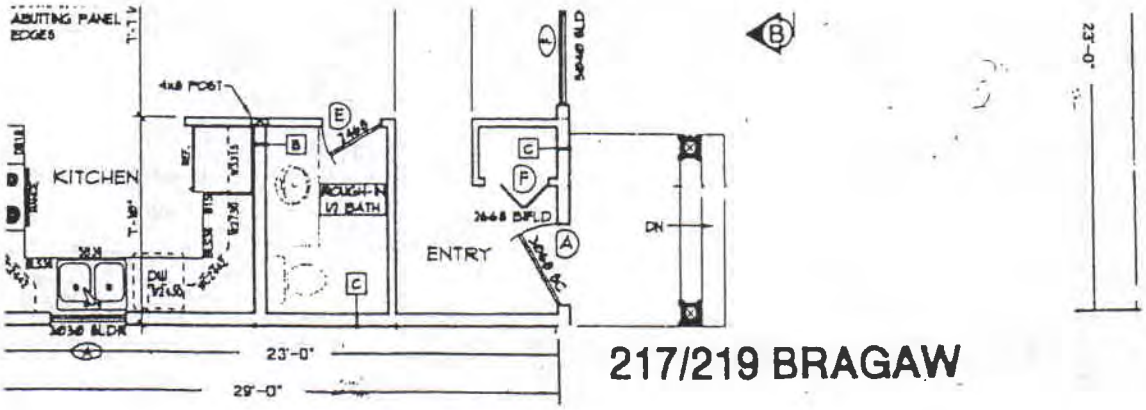
SECTION 34.08.170(f) OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT REQUIRES THAT, UPON THE EXERCISE OF A DEVELOPMENT RIGHT A NEW CERTIFICATION BE MADE OF PLAT AND PLANS PREVIOUSLY FILED AND RECORDED AND ALSO CONTAINING THE INFORMATION AS SET FORTH IN SECTION 34.08.170.

I DO HEREBY CERTIFY THAT THE INFORMATION AS REQUIRED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THE PLANS DESCRIBED AS:

**PLANS FOR UNITS 22A, 22B, 23A AND 23B** AS FILED UNDER PLAT NO. 2004-002, UNDER SERIAL RECORDING NUMBER 2004-003914-0, RECORDED ON THE 20TH DAY OF JANUARY, 2004 RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND

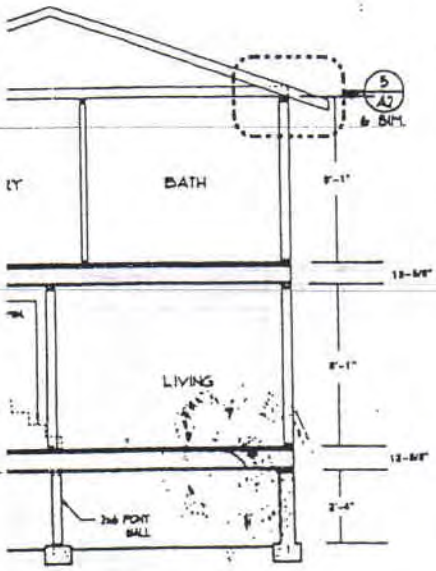
**PLANS FOR UNITS 8A, 8B, 21A AND 21B** AS FILED UNDER PLAT NO. 2004-151, UNDER SERIAL RECORDING NUMBER 2004-068802-0, RECORDED ON THE 29TH DAY OF NOVEMBER, 2004 RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA

RICHARD C. BUTTON, PE
E.E.I.S. CONSULTING ENGINEERS
P.O. BOX 92169
ANCHORAGE, ALASKA 99509-2169

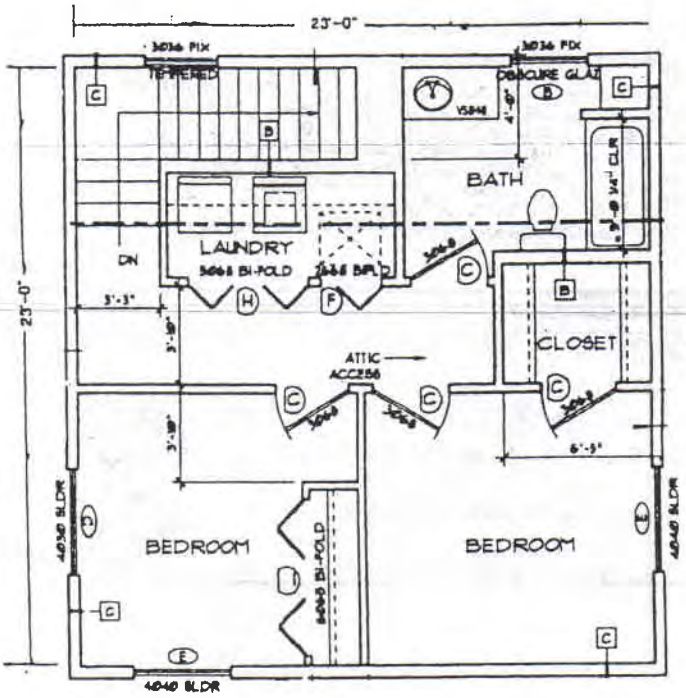



217/219 BRAGAW

ON "A"

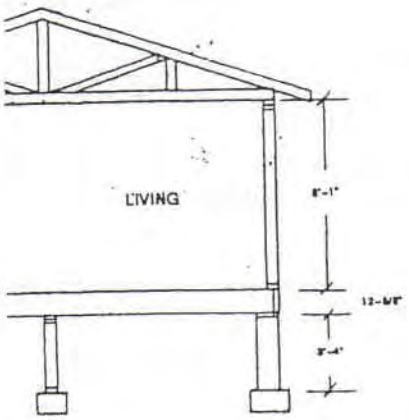



IT 20B




SECOND FLOOR PLAN
UNIT 20B

'ION "B"




IIT 20A

PLANS FOR
BRAGAW AND PETERKIN
CONDOMINIUMS

UNITS 9A, 9B, 20A AND 20B

ANCHORAGE, ALASKA



2005-093584-0

2004-088801-0
Recording Dist: 301 - Anchorage
11/29/2004 2:36 PM Pages: 1 of 25

A L A S K A

AMENDMENT NO. 1

TO DECLARATION

OF

BRAGAW AND PETERKIN CONDOMINIUMS

EXERCISING DEVELOPMENT RIGHTS

**AFTER RECORDATION RETURN TO:**

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

AMENDMENT NO. 1 TO

DECLARATION

OF

BRAGAW AND PETERKIN CONDOMINIUMS

**EXERCISING DEVELOPMENT RIGHTS**

Habitat for Humanity - Anchorage, an Alaska non-profit corporation, with an office at 500 West International Airport Road, Suite E, Anchorage, Alaska 99518, "Declarant" under a certain Declaration of Bragaw and Peterkin Condominiums, dated the 16th day of January, 2004, and recorded on the 20th day of January, 2004, under Serial No. 2004-003915-0, and as set forth in Plat No. 2004-002, recorded in the Anchorage Recording District, Third Judicial District, State of Alaska, ("Declaration") pursuant to Section 34.08.180 of the Alaska Uniform Common Interest Ownership Act, and pursuant to reservations of Development Rights reserved pursuant to Section 34.08.130(a)(8) of the Act and Article VII of the Declaration, does hereby amend the Declaration and does hereby declare:

ARTICLE I. In accordance with Section 7.1(d) and Section 13.8 of the Declaration; Lots 8 and 21, Block 9, FAIRVIEW SUBDIVISION, according to the official plat thereof, filed under Plat Number P-34, records of the Anchorage Recording District, Third Judicial District, State of Alaska, are hereby added to the Common Interest Community of Bragaw and Peterkin Condominiums.

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

ARTICLE III. Schedule A-2, Table of Interests, attached hereto, adding four (4) Units together with their appurtenant Limited Common Elements and interests as shown on Schedule A-3, and is substituted for the current Schedule A-2 of the Declaration which is declared null and void.

ARTICLE IV. Schedule A-3, the Plat and Plans attached hereto and filed under Plat No. 2004-151, supplements the current Schedule A-3 of the Declaration as filed under Plat No. 2004-002 by reflecting the addition of Units 8A, 8B, 21A, and 21B, and Common Elements on Lots 8 and 21, Block 9, Fairview Subdivision, according to the official plat thereof, filed under Plat No. P-34, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

ARTICLE V. Development rights reserved in the Declaration within Lots 8 and 21, Block 9, Fairview Subdivision, according to the official Plat thereof, filed under Plat No. P-34, records of the Anchorage Recording District, are hereby declared terminated. Limited Common Elements depicted on Schedule A-3 hereto are hereby assigned as appurtenant to the Units indicated. Those

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

Signed, Sealed and Delivered in the Presence of:

HABITAT FOR HUMANITY - ANCHORAGE

By: _____
Donald J. Dunham
Its: Vice President

STATE OF ALASKA )
) ss.
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 9th day of November, 2004, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **DONALD J. DUNHAM** to me known and known to me to be a Vice President of Habitat for Humanity – Anchorage, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he/she signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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

JOY L. DURHAM
NOTARY PUBLIC
STATE OF ALASKA

Joy L Durham
Notary Public in and for Alaska
My Commission Expires: July 24, 2006

3 of 25
2004-088801-0

## DESCRIPTION OF COMMON INTEREST COMMUNITY

Lots 8 and 21 through 23, Block 9, FAIRVIEW SUBDIVISION, according to the official plat thereof filed under Plat Number P-34, records of Anchorage Recording District, Third Judicial District, State of Alaska, shown on the Plat as "Property Not Subject To Development Rights."

## PROPERTY SUBJECT TO DEVELOPMENT RIGHTS

Lot 20, Block 9, FAIRVIEW SUBDIVISION, according to the official plat thereof filed under Plat Number P-34, records of Anchorage Recording District, Third Judicial District, State of Alaska, shown on the Plat as "Property Subject To Development Rights."

---

## EASEMENTS AFFECTING THE COMMON INTEREST COMMUNITY

SUBJECT TO the effect of the notes which appear on the Plat of said subdivision;

FURTHER SUBJECT TO the easements as dedicated and shown on the Plat of said subdivision; and

FURTHER SUBJECT TO the reservations and exceptions as contained in the U.S. Patent; and

FURTHER SUBJECT TO Notice of Availability of Water Service, including the terms and provisions thereof, recorded on January 11, 1978, in Book 263, at Page 220, in the Anchorage Recording District, Third Judicial District, State of Alaska. (Affects Lot 20, Block 9); and

FURTHER SUBJECT TO Notice of Availability of Water Service, including the terms and provisions thereof, recorded on January 11, 1978, in Book 263, at Page 220, in the Anchorage Recording District, Third Judicial District, State of Alaska. (Affects Lot 23, Block 9); and

## ADDITIONAL PROPERTY SUBJECT TO DEVELOPMENT RIGHTS

Lot 9, Block 9, FAIRVIEW SUBDIVISION, according to the official plat thereof, filed under Plat No. P-34, records of the Anchorage Recording District, Third Judicial District, State of Alaska. **The Additional Property is not part of the Common Interest Community and the Declarant currently does not own or have any legal rights in the above-described Additional Property.**

SCHEDULE A-2

TABLE OF INTERESTS

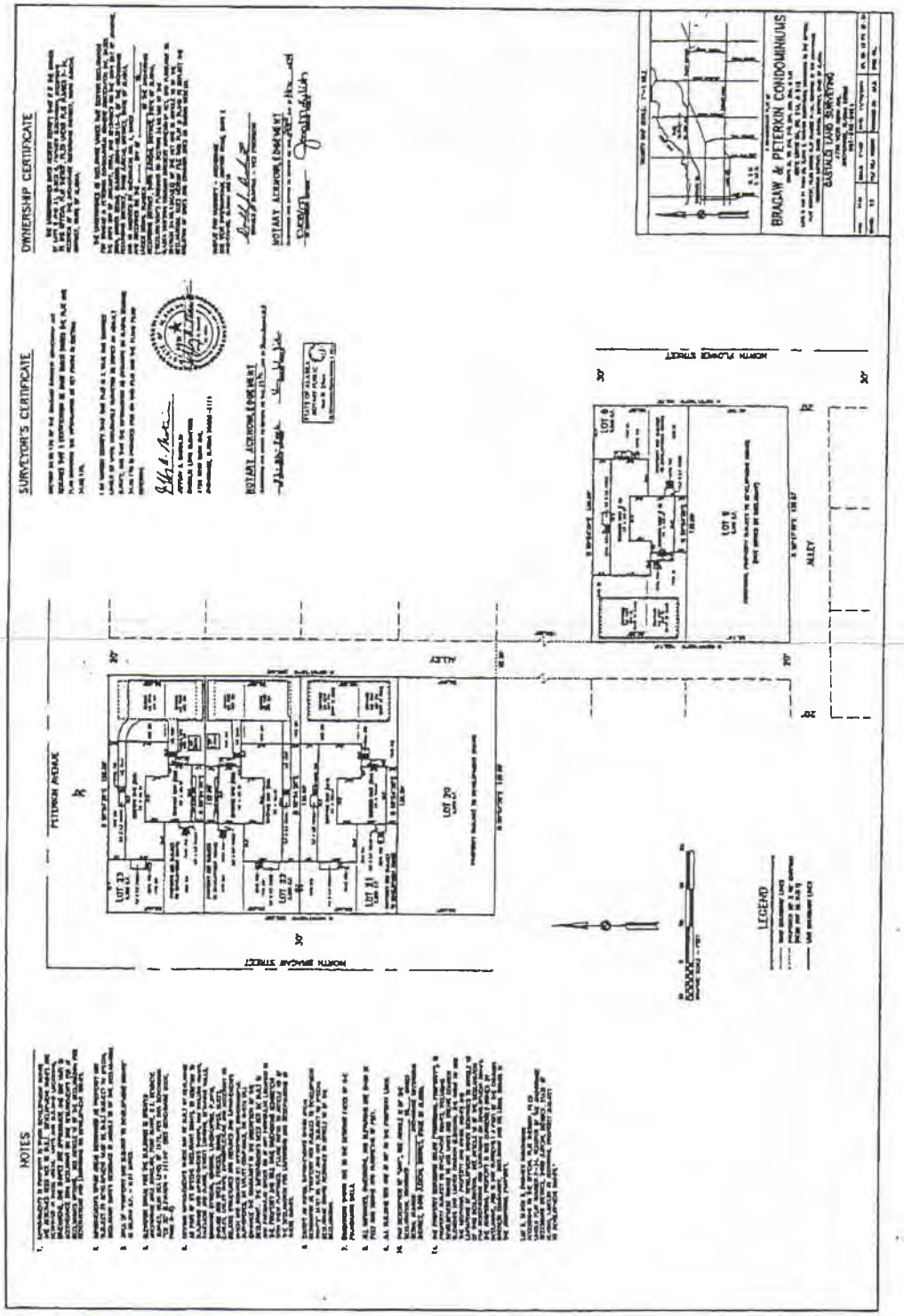
| Unit No. | Street Address | Percentage Share of Common Elements | Percentage Share of Common Expenses | Vote in the Affairs of the Association | Limited Common Element Headbolt Heater (HH) and Yard (Y) |
|---|---|---|---|---|---|
| Unit 8A | 130 N. Flower | 12.500% | 12.500% | 1 | HH-8A/Y-8A |
| Unit 8B | 132 N. Flower | 12.500% | 12.500% | 1 | HH-8B/Y-8B |
| Unit 21A | 221 N. Bragaw | 12.500% | 12.500% | 1 | HH-21A/Y-21A |
| Unit 21B | 223 N. Bragaw | 12.500% | 12.500% | 1 | HH-21B/Y-21B |
| Unit 22A | 233 N. Bragaw | 12.500% | 12.500% | 1 | HH-22A/Y-22A |
| Unit 22B | 231 N. Bragaw | 12.500% | 12.500% | 1 | HH-22B/Y-22B |
| Unit 23A | 243 N. Bragaw | 12.500% | 12.500% | 1 | HH-23A/Y-23A |
| Unit 23B | 241 N. Bragaw | 12.500% | 12.500% | 1 | HH-23B/Y-23B |
| **TOTALS** | | **100.00%** | **100.00%** | **8** | |

# SCHEDULE A-3

## PLAT AND PLANS

2004-151

2004-088802-0


OWNERSHIP CERTIFICATE
SURVEYOR'S CERTIFICATE
NOTES
PETERKIN AVENUE
NORTH BRACKAW STREET
NORTH PLUMMER STREET
ALLEY
LEGEND
BRACKAW & PETERKIN CONDOMINIUMS
EASTALL TAUB SURVEYING

# NOTES

1. IMPROVEMENTS IN PROPERTY IN WHICH DEVELOPMENT RIGHTS ARE RESERVED NEED NOT BE BUILT. DEVELOPMENT RIGHTS ARE RESERVED IN THESE AREAS. UNITS AND BUILDING LOCATIONS, DIMENSIONS, AND SHAPES ARE APPROXIMATE AND MAY VARY IN ACCORDANCE WITH DECLARANT OR SITE REQUIREMENTS (OR AT DECLARANTS OPTION). SEE ARTICLE VII OF THE DECLARATION FOR RESERVATIONS AND LIMITATIONS ON DEVELOPMENT RIGHTS.

2. IMPROVEMENTS WITHIN AREAS DESIGNATED AS PROPERTY NOT SUBJECT TO DEVELOPMENT MUST BE BUILT SUBJECT TO SPECIAL DECLARANT RIGHTS RESERVED IN ARTICLE VII OF THE DECLARATION.

3. AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 25,000 S.F. = 0.57 ACRES.

4. ELEVATION DATUM FOR THE BUILDINGS IS GREATER ANCHORAGE AREA BOROUGH, POST QUAKE, U.S. GEODETIC SURVEY, MEAN SEA LEVEL OF 1972, PER MOA BENCHMARK "CB 2C" ELEVATION = 141.98' (SEE BENCHMARK BOOK, PAGE D-5).

5. CERTAIN IMPROVEMENTS WHICH MAY BE BUILT BY DECLARANT AS PART OF ITS SPECIAL DECLARANT RIGHTS, IN ADDITION TO BUILDINGS AND IMPROVEMENTS SHOWN, MAY INCLUDE ROADS, PAVEMENT AND CURBS, STREET LIGHTING, RETAINING WALLS, DRAINAGE SYSTEMS, GRADING, LANDSCAPING, PLANTS, SHRUBS AND TREES, FENCES, SIGNS, PIPES, DUCTS, CABLES, UTILITY WAYS, INFRASTRUCTURE AND ACCESORY OR RELATED STRUCTURES AND FIXTURES AND IMPROVEMENTS WHICH ARE REQUIRED BY APPROPRIATE GOVERNMENTAL AUTHORITIES, OR UTILITY COMPANIES, OR WHICH WILL ENHANCE THE COMMUNITY IN THE DISCRETION OF THE DECLARANT. THE IMPROVEMENTS NEED NOT BE BUILT IN ANY PARTICULAR ORDER OR AT ANY PARTICULAR LOCATION IN THE PROPERTY AND WILL HAVE DIMENSIONS CONSISTENT WITH THEIR PURPOSES. PLEASE REFER TO ARTICLE VIII OF THE DECLARATION FOR LIMITATIONS AND RESERVATIONS OF THESE RIGHTS.

6. EXCEPT AS NOTED, IMPROVEMENTS WITHIN AREAS DESIGNATED AS "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" MUST BE BUILT AND ARE SUBJECT TO SPECIAL DECLARANT RIGHTS RESERVED IN ARTICLE VII OF THE DECLARATION.

7. DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION WALLS.

8. ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND TENTHS AND HUNDRETHS OF FEET.

9. ALL BUILDING TIES ARE AT 90° TO THE PROPERTY LINES.

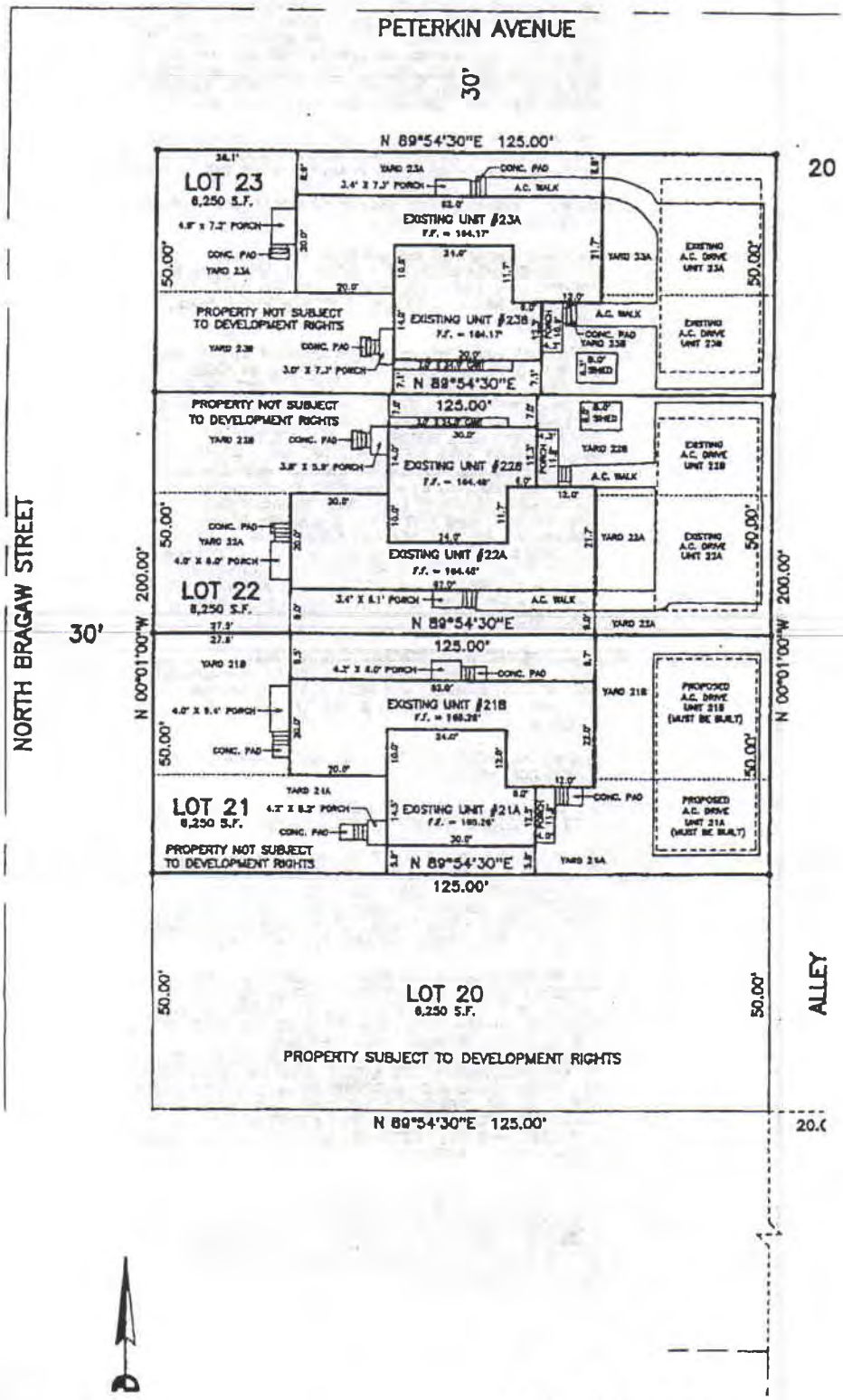
10. FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED January 20th 20 04, UNDER SERIAL NUMBER 2004-003915-0, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

11. THE PROPERTY DESCRIBED BELOW ("ADDITIONAL PROPERTY"), IS PROPERTY SUBJECT TO DEVELPMENT RIGHTS, INCLUDING DEVELOPMENT RIGHTS TO ADD UNITS AND CREATE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS, THE RIGHT TO ADD THE ADDITIONAL PROPERTY AND OTHER RIGHTS AND LIMITATIONS OF DEVELOPMENT RIGHTS DESCRIBED IN ARTICLE VII OF THIS DECLARATION. SEE ARTICLE VII OF THE DECLARATION FOR RESERVATIONS AND LIMITATIONS ON DEVELOPMENT RIGHTS. THE ADDITIONAL PROPERTY IS NOT CURRENTLY OWNED BY DECLARANT, AND IS NOT CURRENTLY A PART OF THE COMMON INTEREST COMMUNITY. DECLARANT HAS NO LEGAL RIGHTS IN THE ADDITIONAL PROPERTY.

LOT 9, BLOCK 9, FAIRVIEW SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NUMBER P-34, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, LABELED AS ADDITIONAL PROPERTY SUBJECT TO DEVELOPMENT RIGHTS."

NORTH BRAGAW STREET

30'


PETERKIN AVENUE
30'
N 89°54'30"E 125.00'
LOT 23
8,250 S.F.
EXISTING UNIT #23A
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
EXISTING UNIT #23B
N 89°54'30"E
125.00'
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
EXISTING UNIT #22B
EXISTING UNIT #22A
LOT 22
8,250 S.F.
N 89°54'30"E
125.00'
EXISTING UNIT #21B
LOT 21
8,250 S.F.
EXISTING UNIT #21A
PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
N 89°54'30"E
125.00'
NORTH BRAGAW STREET
30'
N 00°01'00"W 200.00'
N 00°01'00"W 200.00'
ALLEY
LOT 20
8,250 S.F.
PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
N 89°54'30"E 125.00'

## SURVEYOR'S CERTIFICATE

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

I DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT LAYOUT OF UNITS ACCURATELY SURVEYED TO DEPICT AN ASBUILT SURVEY, AND THAT THE INFORMATION AS REQUIRED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THIS PLAT AND THE PLANS FILED HEREWITH.

JEFFERY A. GASTALDI
GASTALDI LAND SURVEYING
4726 WEST 88TH AVE.
ANCHORAGE, ALASKA 99502-5111

STATE OF ALASKA
49TH
Jeffery A. Gastaldi
LS-6081
Registered Professional Land Surveyor

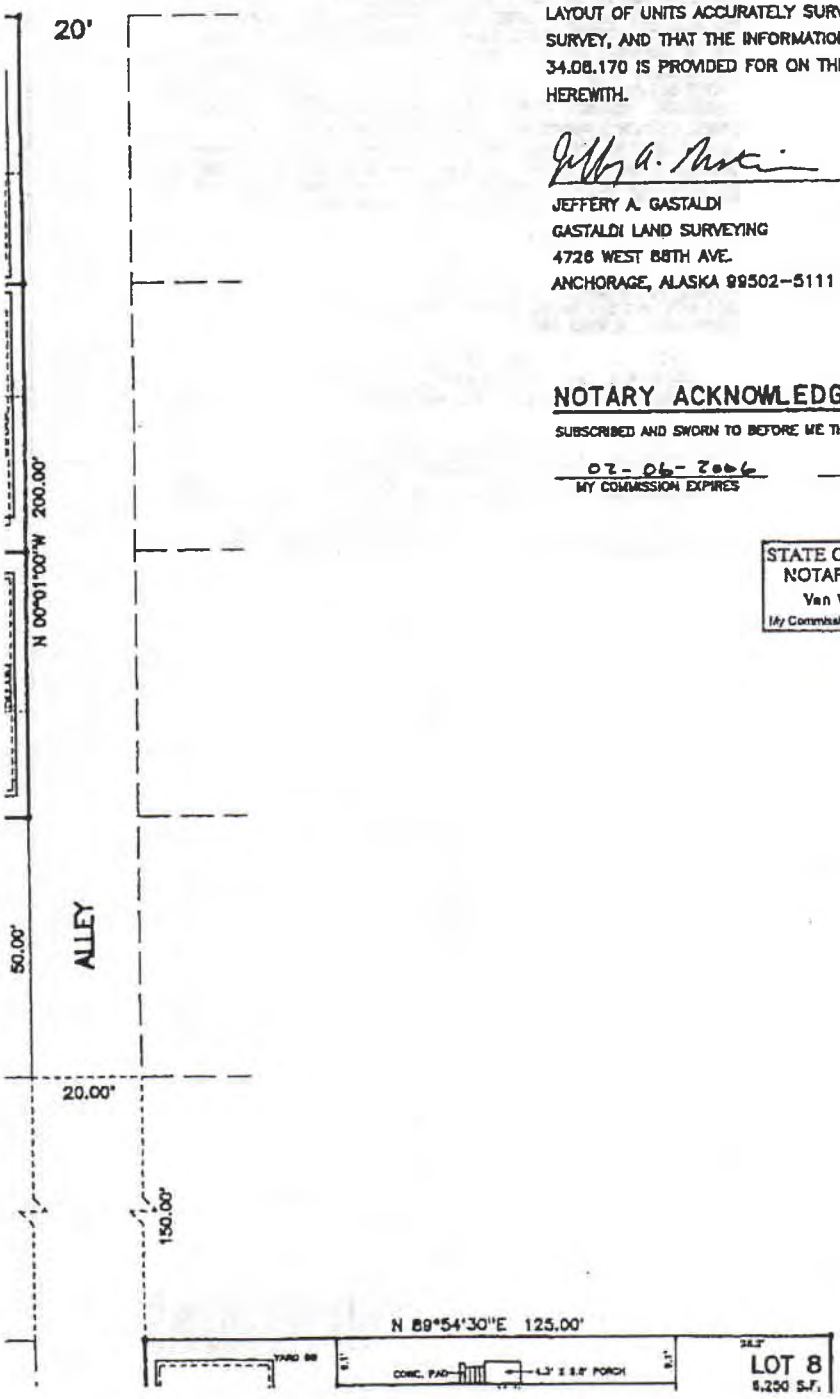
## NOTARY ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 19th DAY OF November 2004

07-06-2006
MY COMMISSION EXPIRES

NOTARY PUBLIC

STATE OF ALASKA
NOTARY PUBLIC
Van W. Elben
My Commission Expires February 3, 2006




11 of 25
2004-088801-0

## IFICATE

INTEREST OWNERSHIP ACT
MADE WHICH STATES THE PLAT AND
SET FORTH IN SECTION

T IS A TRUE AND CORRECT
EYED TO DEPICT AN ASBUILT
AS REQUIRED BY ALASKA STATUTE
PLAT AND THE PLANS FILED

STATE OF ALASKA 49TH Jeffrey A. Gastelum LS-8091 Registered Professional Land Surveyor

## EMENT

19th DAY OF November 2004

NOTARY PUBLIC

ALASKA
PUBLIC
Elbon
Expires February 5, 2010

## OWNERSHIP CERTIFICATE

THE UNDERSIGNED DOES HEREBY CERTIFY THAT IT IT THE OWNER OF LOTS 8 AND 21, BLOCK 9, FAIRVIEW SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEROF, FILED UNDER PLAT NUMBER P-34, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

THE UNDERSIGNED AS DECLARANT UNDER THAT CERTAIN DECLARATION FOR BRAGAW & PETERKIN CONDOMINIUM OWNERS ASSOCIATION INC. DATED THE 20TH DAY OF JANUARY, 2004, AND RECORDED ON THE 20TH DAY OF JANUARY, 2004, UNDER SERIAL NUMBER 2004-003915-0, OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 1, DATED _____, AND RECORDED ON THE _____ DAY OF _____, 20___, UNDER SERIAL NUMBER _____, OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, ("DECLARATION") PURSUANT TO SECTION 34.08.180 OF THE ALASKA UNIFORM COMMON INTEREST OWNERSHIP ACT, AND PURSUANT TO SECTION 34.08.130(A)(8) OF THE ACT AND IN ARTICLE VII OF THE DECLARATION, DOES HEREBY FILE THIS PLAT & PLANS TO REFLECT THE CREATION OF UNITS AND COMMON ARES AS SHOWN HEREON.

HABITAT FOR HUMANITY – ANCHORAGE
500 WEST INTERNATIONAL AIRPORT ROAD, SUITE E
ANCHORAGE, ALASKA 99518

DONALD J. DUNHAM – VICE PRESIDENT

## NOTARY ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 23rd DAY OF Nov 2004

10/08/09
MY COMMISSION EXPIRES

Joan M Kulish
NOTARY PUBLIC

30'

THE PROPERTY AND WILL HAVE DIMENSIONS CONSISTENT WITH THEIR PURPOSES. PLEASE REFER TO ARTICLE VIII OF THE DECLARATION FOR LIMITATIONS AND RESERVATIONS OF THESE RIGHTS.

6. EXCEPT AS NOTED, IMPROVEMENTS WITHIN AREAS DESIGNATED AS "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" MUST BE BUILT AND ARE SUBJECT TO SPECIAL DECLARANT RIGHTS RESERVED IN ARTICLE VII OF THE DECLARATION.

7. DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION WALLS.

8. ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND TENTHS AND HUNDRETHS OF FEET.

9. ALL BUILDING TIES ARE AT 90° TO THE PROPERTY LINES.

10. FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED January 20th 2004, UNDER SERIAL NUMBER 2004-003415-0, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

11. THE PROPERTY DESCRIBED BELOW ("ADDITIONAL PROPERTY"), IS PROPERTY SUBJECT TO DEVELPMENT RIGHTS, INCLUDING DEVELOPMENT RIGHTS TO ADD UNITS AND CREATE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS, THE RIGHT TO ADD THE ADDITIONAL PROPERTY AND OTHER RIGHTS AND LIMITATIONS OF DEVELOPMENT RIGHTS DESCRIBED IN ARTICLE VII OF THIS DECLARATION. SEE ARTICLE VII OF THE DECLARATION FOR RESERVATIONS AND LIMITATIONS ON DEVELOPMENT RIGHTS. THE ADDITIONAL PROPERTY IS NOT CURRENTLY OWNED BY DECLARANT, AND IS NOT CURRENTLY A PART OF THE COMMON INTEREST COMMUNITY. DECLARANT HAS NO LEGAL RIGHTS IN THE ADDITIONAL PROPERTY.

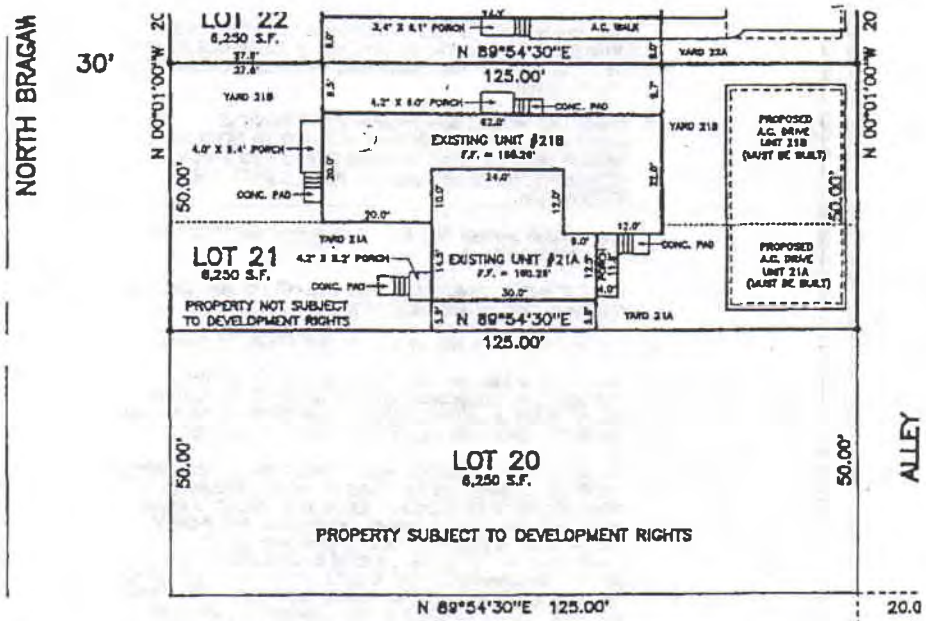
LOT 9, BLOCK 9, FAIRVIEW SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NUMBER P-34, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, LABELED AS ADDITIONAL PROPERTY SUBJECT TO DEVELOPMENT RIGHTS."

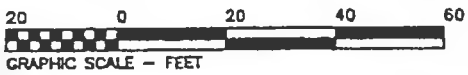
NORTH BRAGAW S

30'

20 0
GRAPHIC SCALE – FEET

YA
PR
(NE
UN

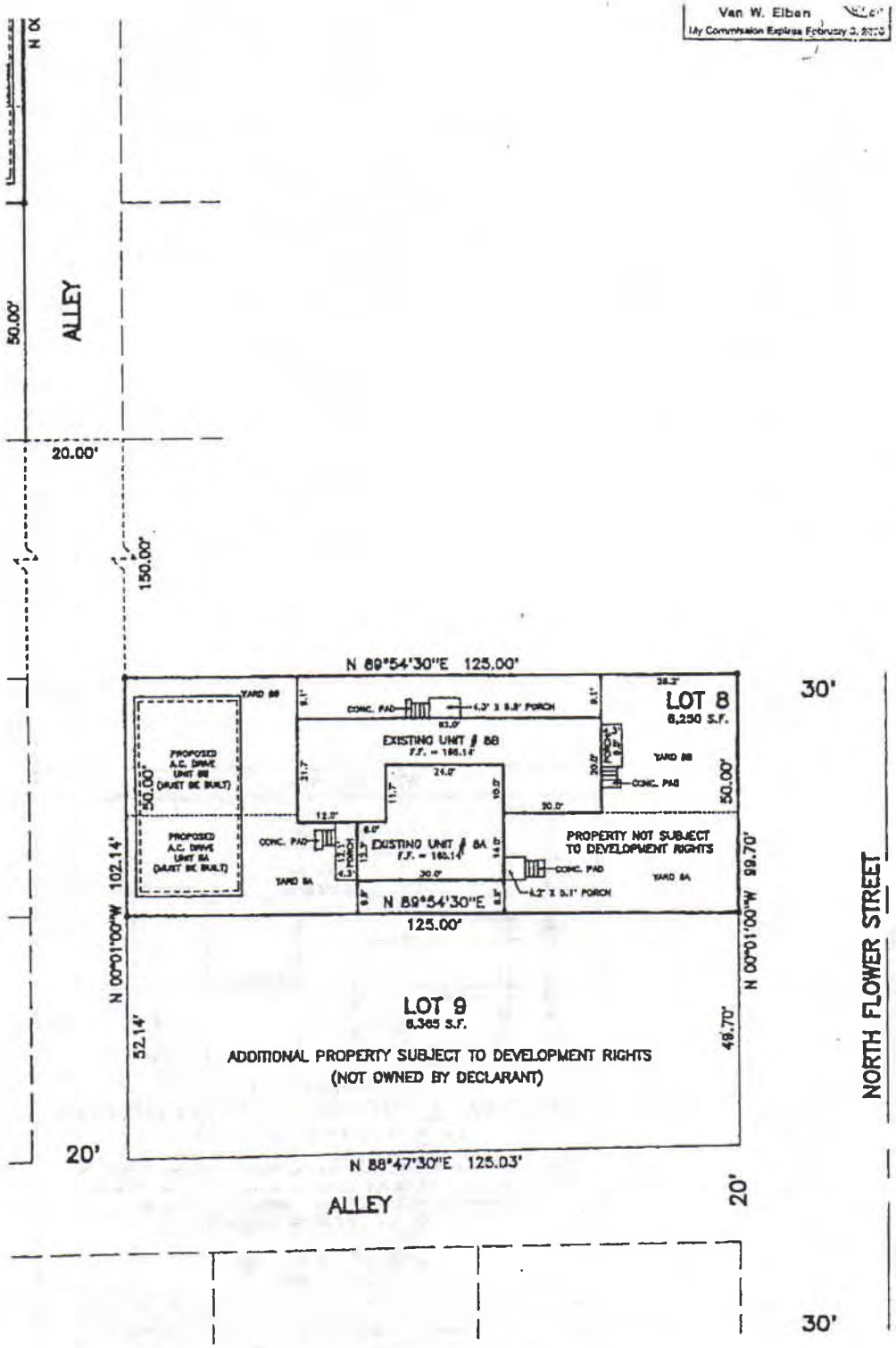



## LEGEND

- YARD BOUNDARY LINES
- PROPOSED 20' X 40' CARPORT (NEED NOT BE BUILT)
- UNIT BOUNDARY LINES

Van W. Elban
My Commission Expires February 3, 2006



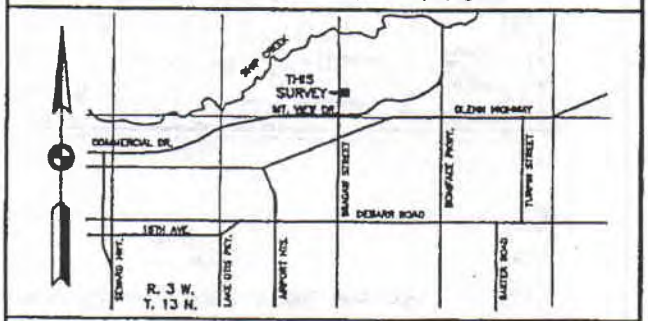
Elden
Expires February 2, 2005

30'

NORTH FLOWER STREET

30'

VICINITY MAP SCALE: 1"=1 MILE




A CONDOMINIUM PLAT OF

# BRAGAW & PETERKIN CONDOMINIUMS

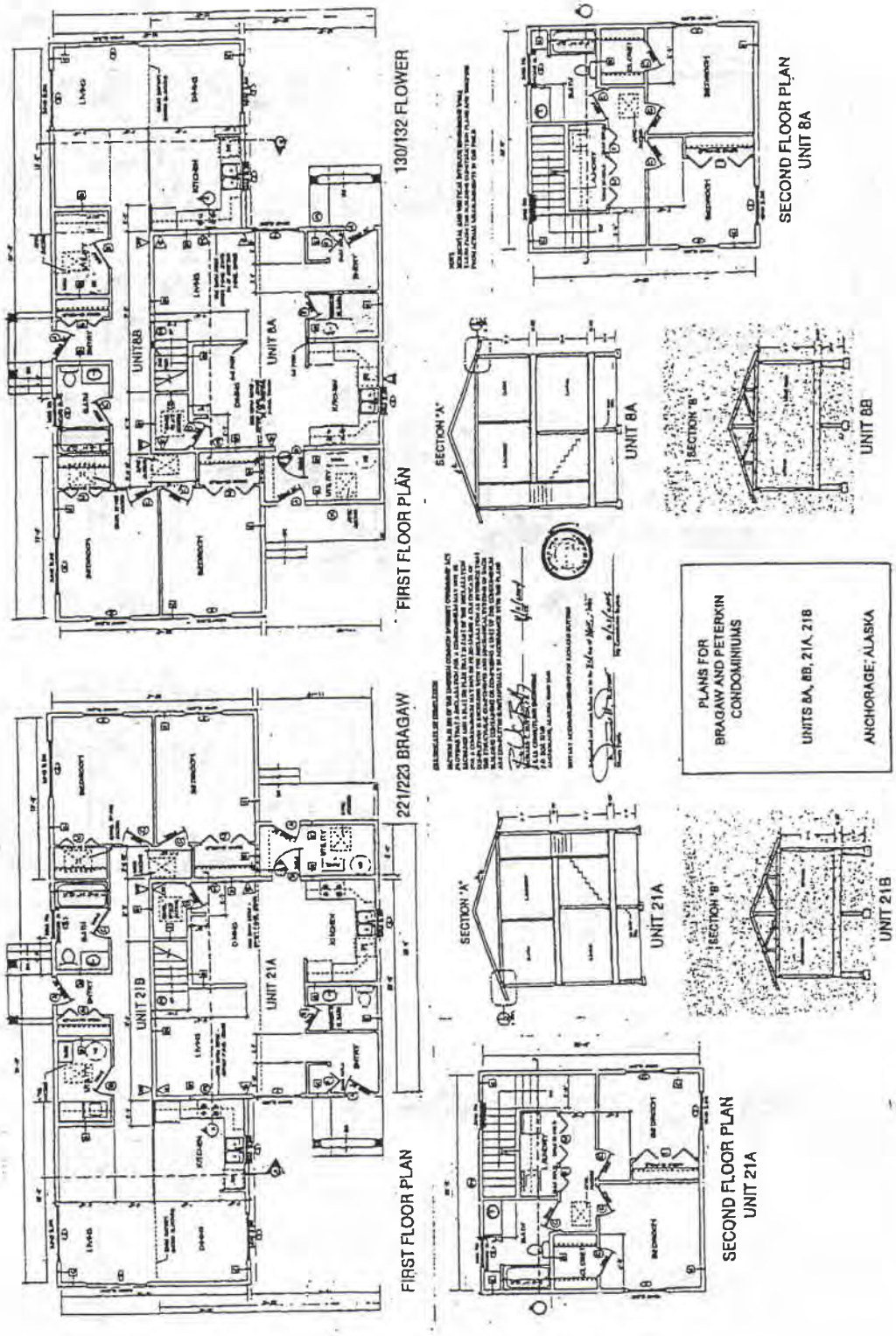
UNITS 8A, 8B, 21A, 21B, 22A, 22B, 23A, & 23B

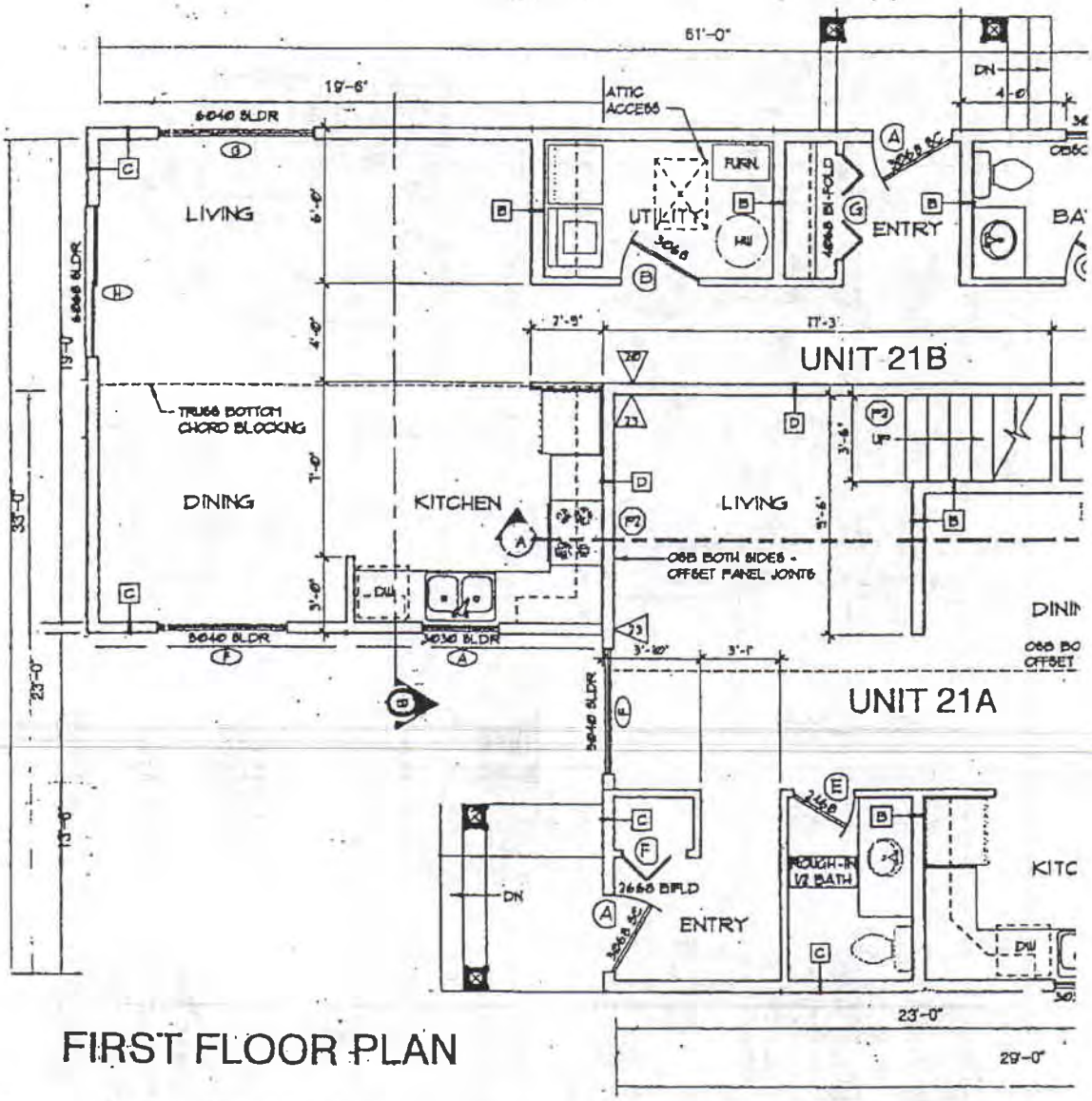
ADDS UNITS 8A, 8B, 21A, & 21B

LOTS 8 AND 21 THRU 23, BLOCK 9, FAIRVIEW SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER PLAT NUMBER P-34, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

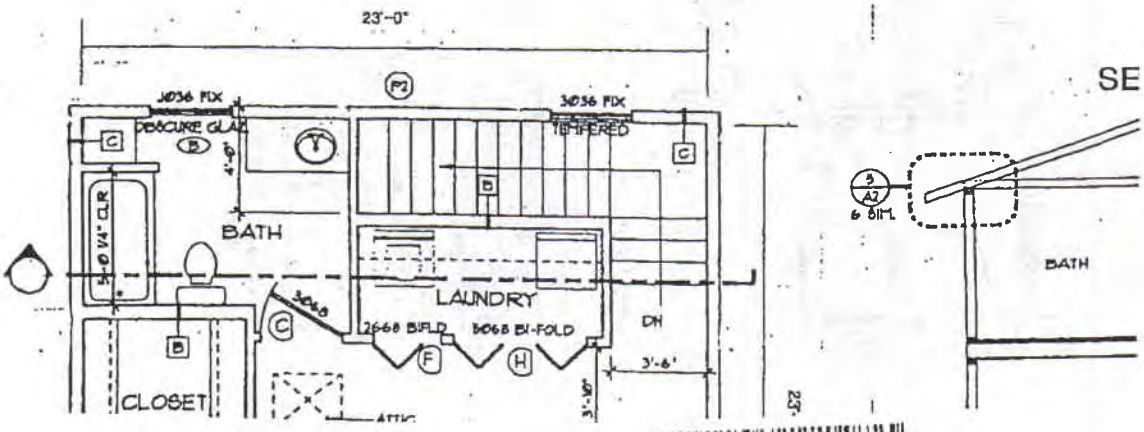
GASTALDI LAND SURVEYING
4726 WEST 88TH AVE.
ANCHORAGE, ALASKA 99502
907-248-5454

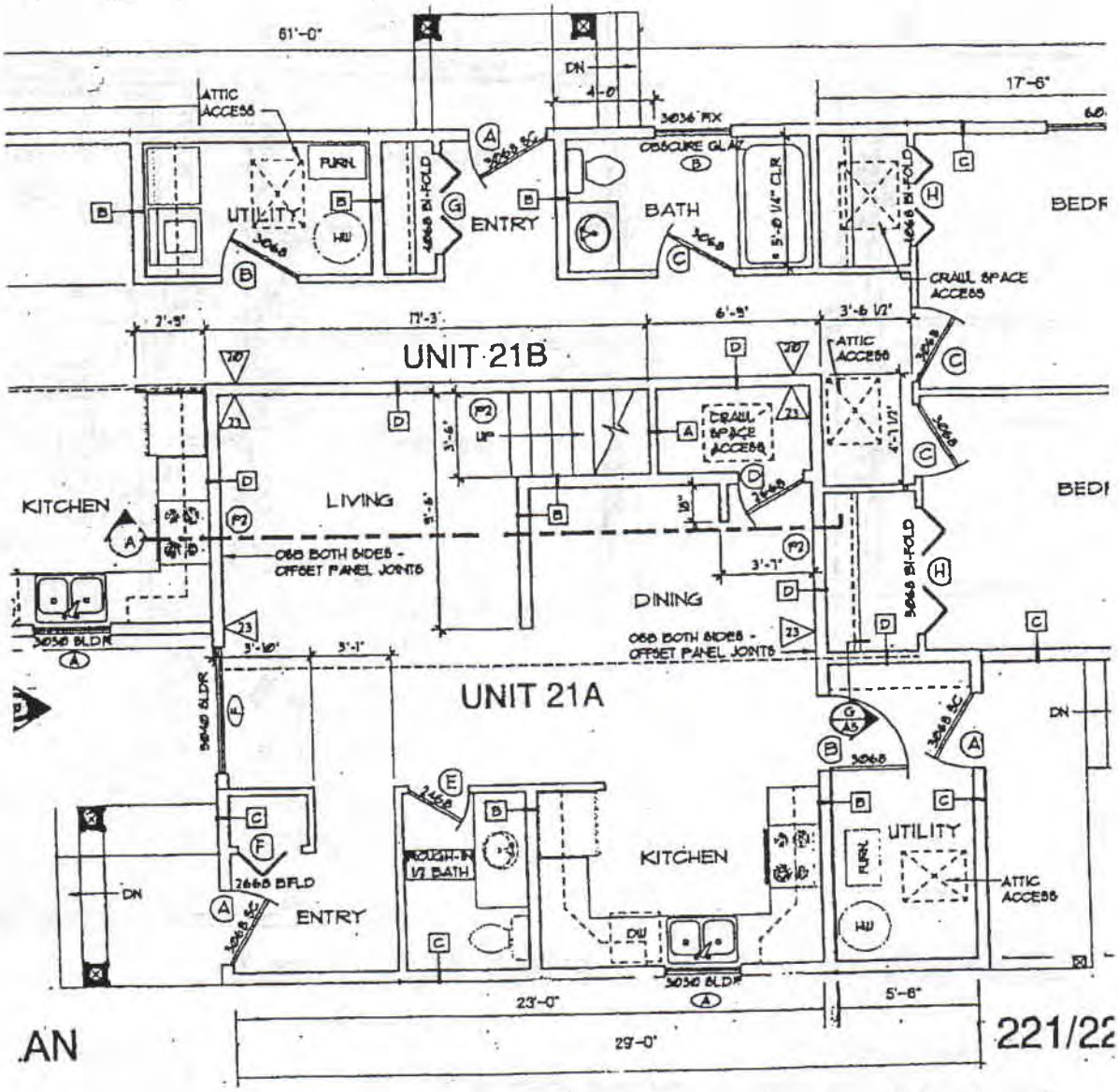
| | | | |
|---|---|---|---|
| GRID: 1138 | SCALE: 1"=20' | DATE: 11/10/2004 | BK: 03-13 PG: 27-28 |
| DRAWN: V.E. | FILE NO.: HABITAT | CHECKED BY: J.A.G. | CASE NO.: |

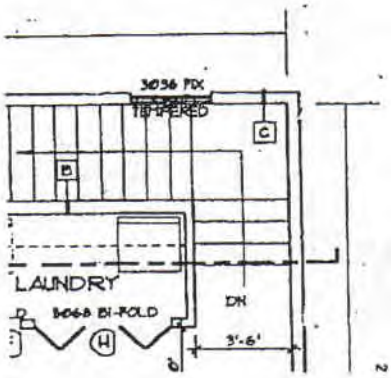

130/132 FLOWER
FIRST FLOOR PLAN
UNIT 8B
UNIT 8A
SECOND FLOOR PLAN
UNIT 8A
SECTION 'A'
UNIT 8A
SECTION 'B'
UNIT 8B
PLANS FOR
BRAGAW AND PETERKIN
CONDOMINIUMS
UNITS 8A, 8B, 21A, 21B
ANCHORAGE, ALASKA
221/223 BRAGAW
FIRST FLOOR PLAN
UNIT 21B
UNIT 21A
SECTION 'A'
UNIT 21A
SECTION 'B'
UNIT 21B
SECOND FLOOR PLAN
UNIT 21A

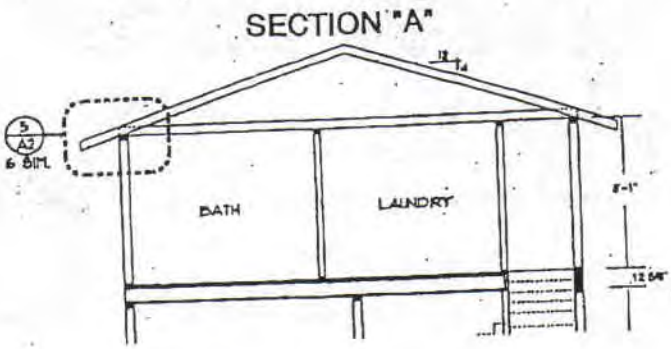


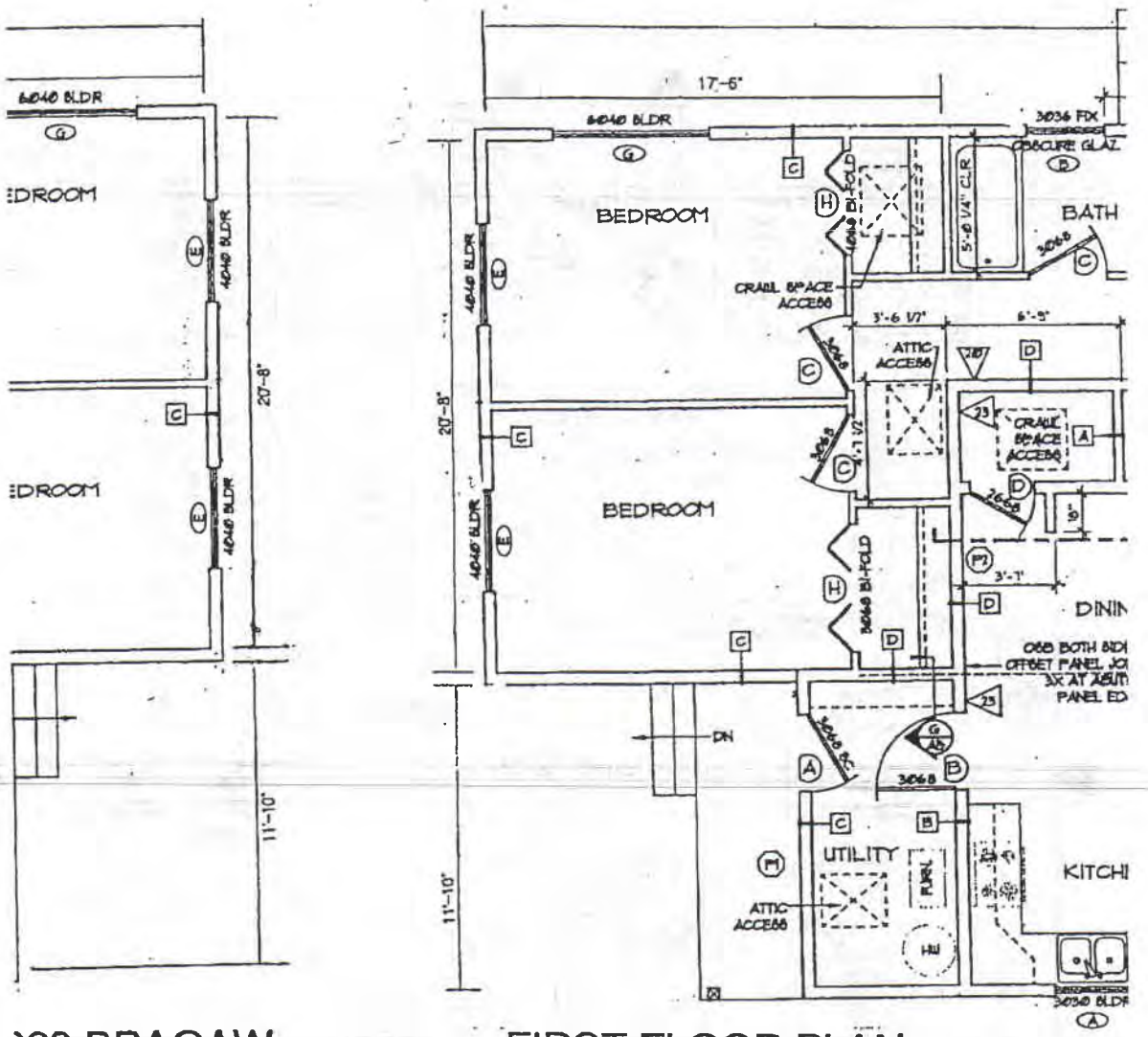

FIRST FLOOR PLAN




61'-0"
ATTIC ACCESS
FURN.
UTILITY
HW
3068
2668 BI-FOLD
ENTRY
DN
4'-0"
3036 FIX
OBSCURE GLAZ.
BATH
5'-0 1/4" CLR
17'-6"
BEDR
CRAWL SPACE ACCESS
2'-9"
17'-3"
6'-9"
3'-6 1/2"
UNIT 21B
ATTIC ACCESS
CRAWL SPACE ACCESS
KITCHEN
LIVING
BEDI
068 BOTH SIDES - OFFSET PANEL JOINTS
DINING
3050 BLDR
3'-10"
3'-1"
UNIT 21A
5040 BLDR
2668 BFLD
ENTRY
SOUTH-IN 1/2 BATH
KITCHEN
DW
UTILITY
FURN.
ATTIC ACCESS
23'-0"
5'-6"
29'-0"
AN
221/22


3036 FIX
TEMPERED
LAUNDRY
3068 BI-FOLD
DN
3'-6"


SECTION "A"
6 MIL
BATH
LAUNDRY




223 BRAGAW

FIRST FLOOR PLAN

CERTIFICATE OF COMPLETION

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

RICHARD C. BUTTON, P.E.
E.E.I.S. CONSUTLING ENGINEERS
P.O. BOX 92169
ANCHORAGE, ALAKSA 99509-2169

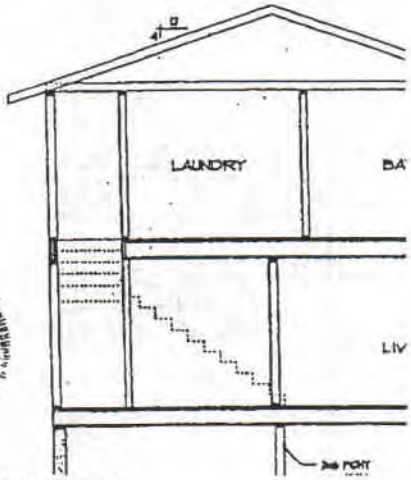
11/2/2004
DATE

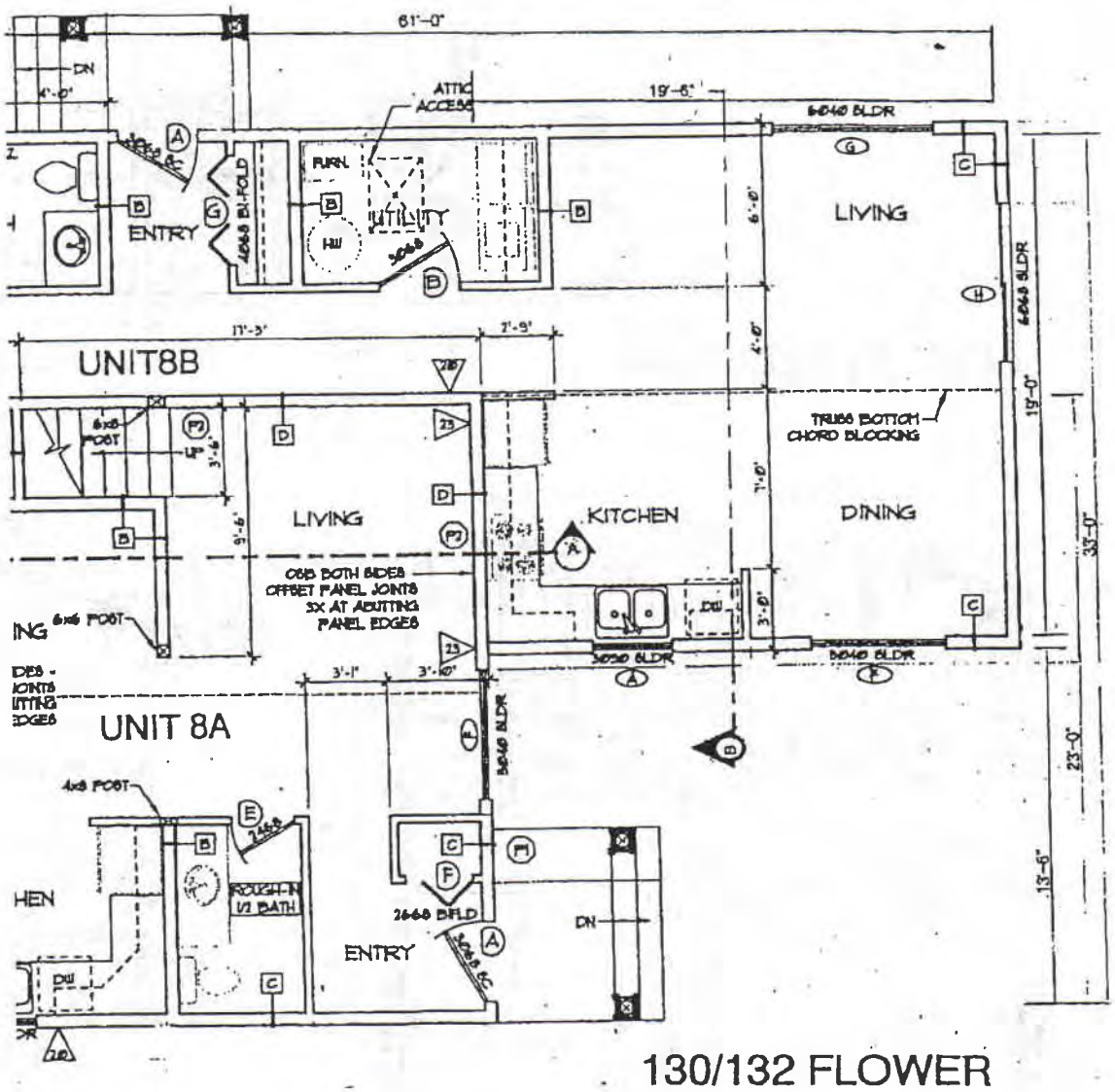
NOTARY ACKNOWLEDGEMENT FOR RICHARD BUTTON

Subscribed and sworn before me on the 3rd day of Nov., 2004

3/29/2006

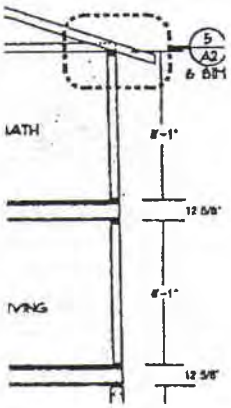
SECTION "A"

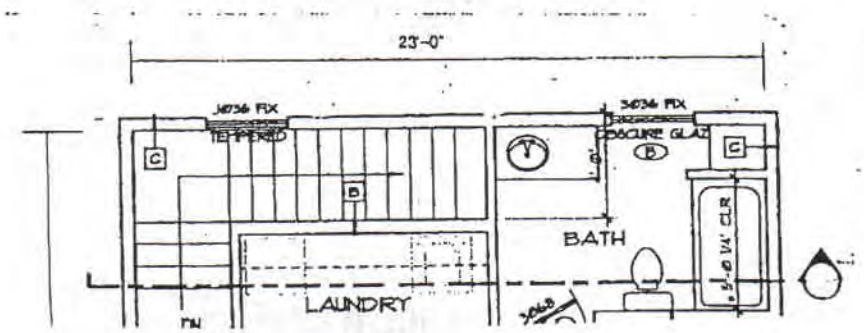


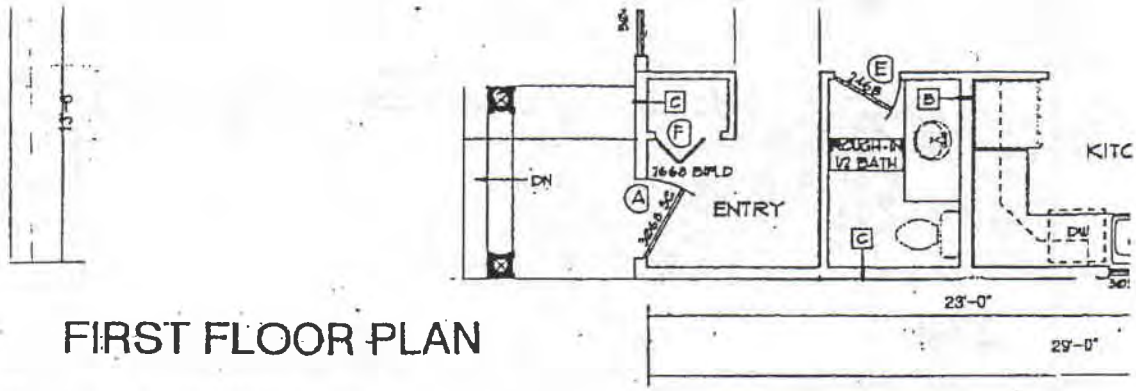



130/132 FLOWER

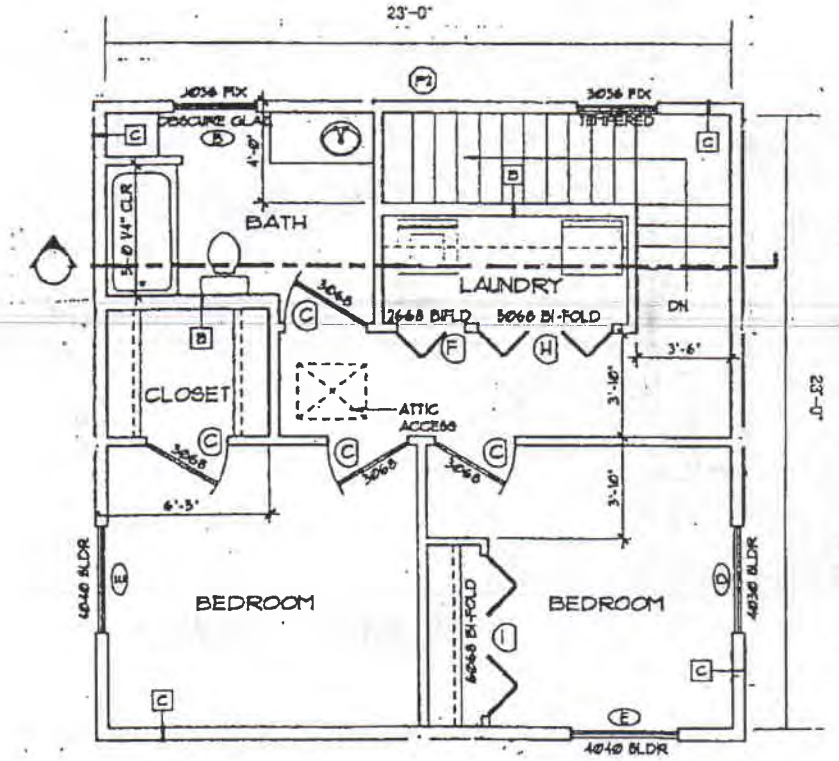
NOTE:
HORIZONTAL AND VERTICAL INTERIOR DIMENSIONS WERE TAKEN FROM THE BUILDING CONSTRUCTION PLANS AND VERIFIED FROM ACTUAL MEASUREMENTS IN THE FIELD.



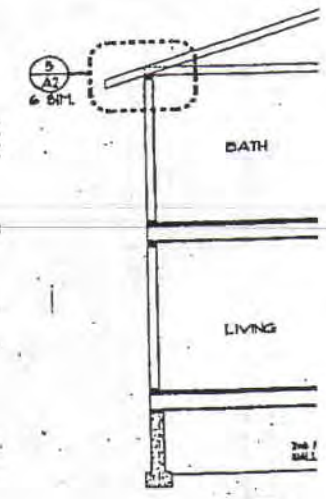


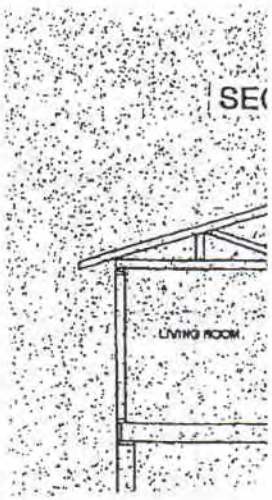


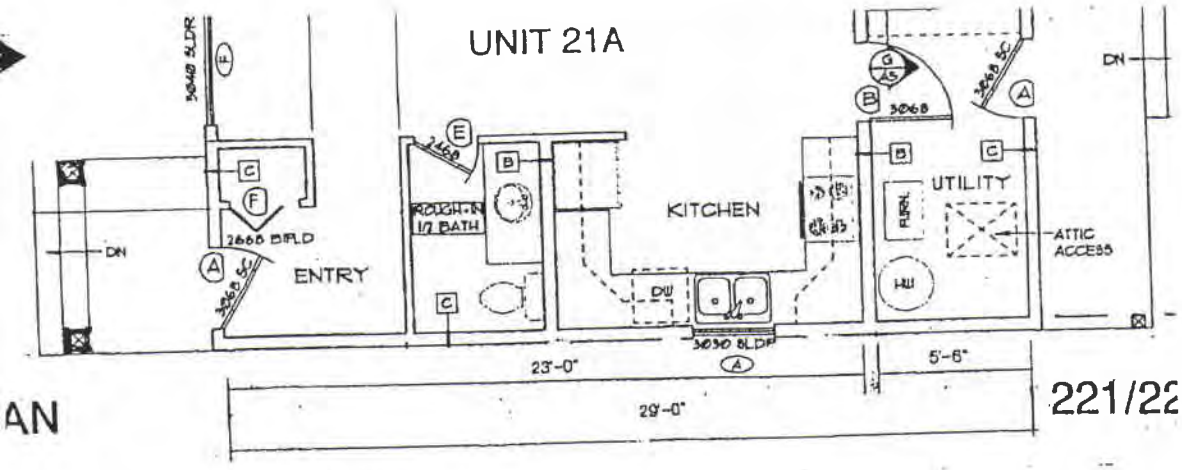

FIRST FLOOR PLAN




SECOND FLOOR PLAN
UNIT 21A

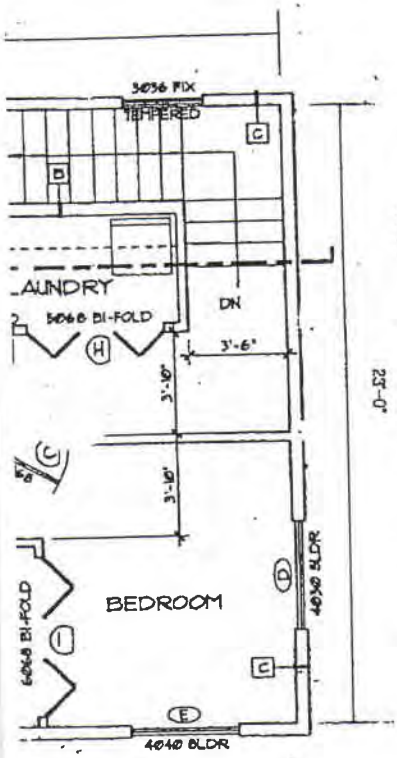




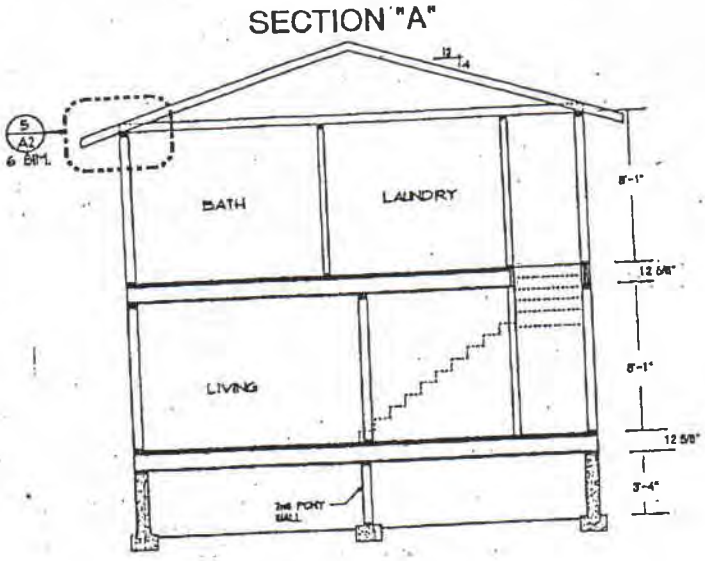

AN

221/22

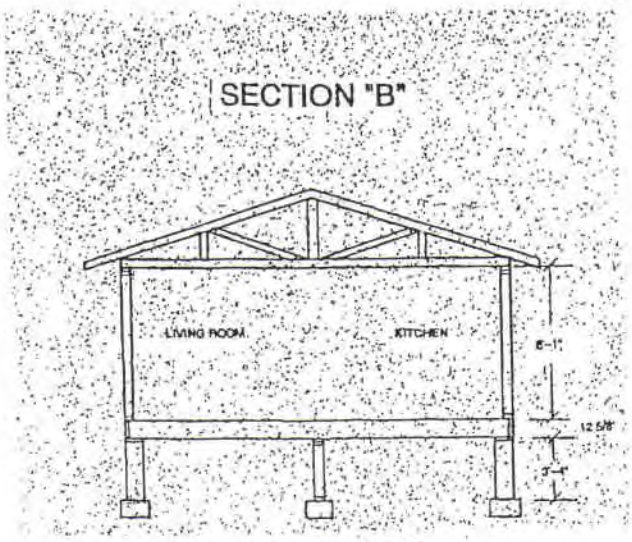



OOR PLAN

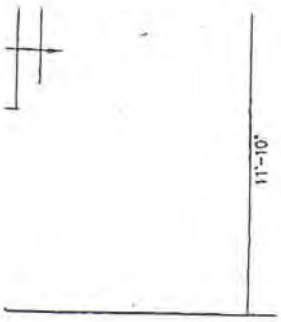
1A

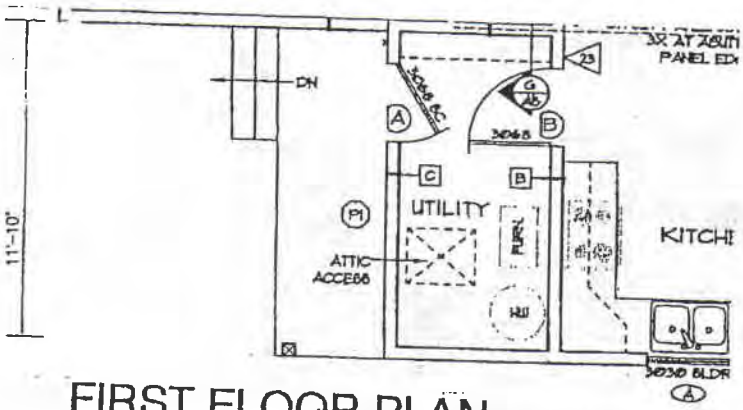



UNIT 21A




UNIT 21B




23 BRAGAW

FIRST FLOOR PLAN

CERTIFICATE OF COMPLETION

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

RICHARD C. BUTTON, P.E.
E.E.I.S. CONSUTLING ENGINEERS
P.O. BOX 92169
ANCHORAGE, ALAKSA 99509-2169

11/2/2004
DATE

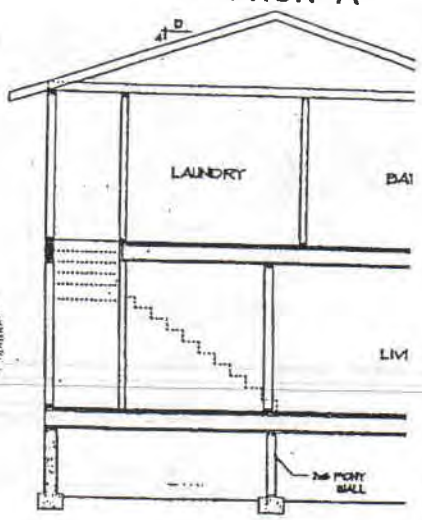
NOTARY ACKNOWLEDGEMENT FOR RICHARD BUTTON

...ribed and sworn before me on the 3rd day of Nov., 2004

Notary Public

0/29/2006
My Commission Expires

SECTION "A"



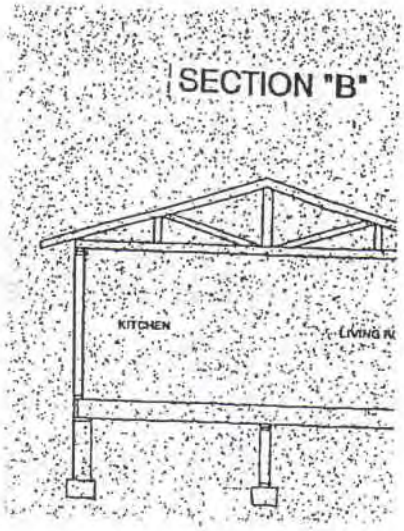

UNIT 8A

PLANS FOR
BRAGAW AND PETERKIN
CONDOMINIUMS

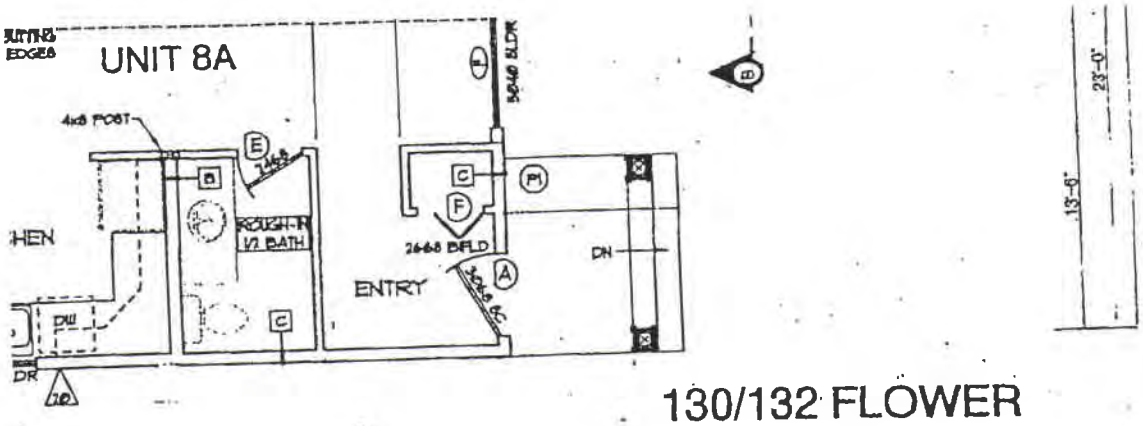
UNITS 8A, 8B, 21A, 21B

ANCHORAGE, ALASKA

SECTION "B"

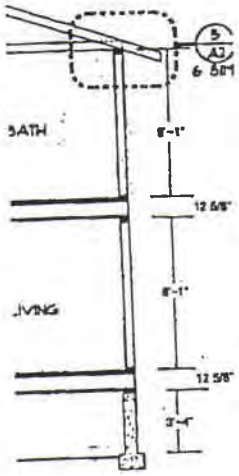


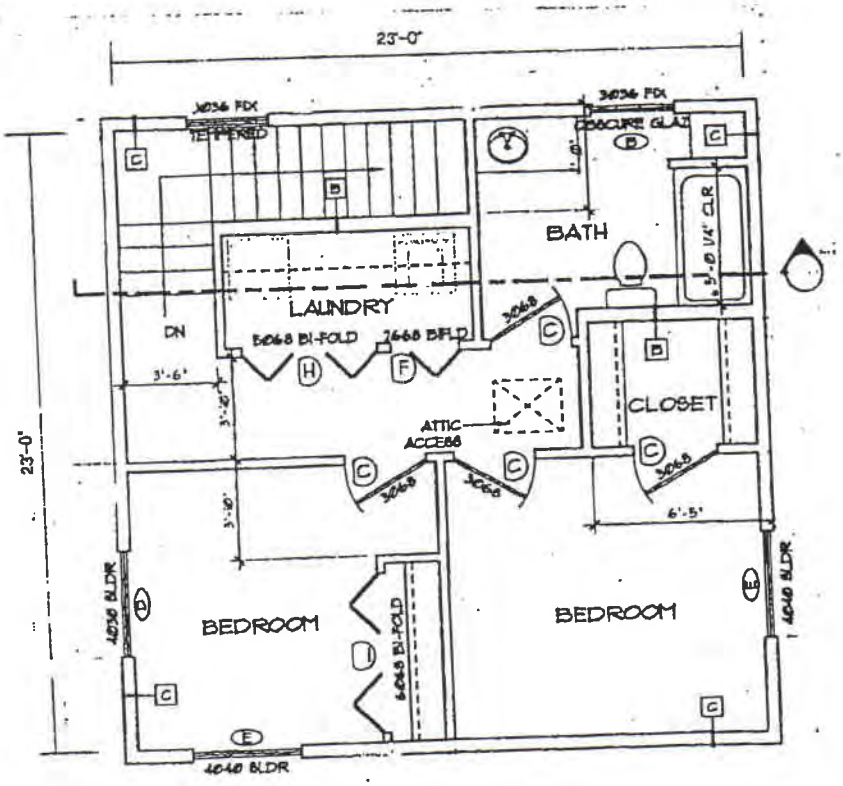

UNIT 8B

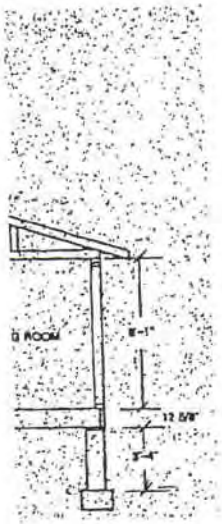



130/132 FLOWER

NOTE:
HORIZONTAL AND VERTICAL INTERIOR DIMENSIONS WERE TAKEN FROM THE BUILDING CONSTRUCTION PLANS AND VERIFIED FROM ACTUAL MEASUREMENTS IN THE FIELD.





SECOND FLOOR PLAN
UNIT 8A