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**DECLARATION
OF
AURORA SQUARE CONDOMINIUMS**

AFTER RECORDATION RETURN TO:

Aurora Square, LLC
140 W. 10th Avenue, #4
Anchorage, Alaska 99501

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DECLARATION

AURORA SQUARE CONDOMINIUMS

Declarant, Aurora Square LLC, an Alaska limited liability company with an office at 140 W. 10th Avenue, #4, Anchorage, Alaska 99501 does hereby submit the real property 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 Aurora Square Condominiums, and making the Improvements shown in the Plans attached as Schedule A-3.

ARTICLE I - Definitions

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

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

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

Section 1.3 - Association. Aurora Square Condominiums Homeowner's 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 1.4 - Bylaws. The Bylaws of the Association, as they may be amended from time to time.

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

Section 1.6 - 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 1.7 - Common Interest Community. The real property described in Schedule A 1, subject to the Declaration of Aurora Square Condominiums.

Section 1.8 - Declarant. Aurora Square LLC, an Alaska limited liability company or its successor or assign as defined in Subsection 34.08.990(12) of the Act.

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

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

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

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

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

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

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

Section 1.16 - Floor Plans. Those floor plans filed with this Declaration and Schedule A 3, as they may be from time to time amended.

Section 1.17 - 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 1.18 - 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 law. The Limited Common Elements in the Common Interest Community are described in Article V of this Declaration.

Section 1.19 - Majority or Majority of Unit Owners. The vote of Unit Owners of Units to which more than 50% of the votes in the Association are allocated.

Section 1.20 - Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 1.21 - Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 23.1 of this Declaration.

Section 1.22 - Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 23.2 of this Declaration.

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

Section 1.24 - Plans. The plans filed with this Declaration as Schedule A 3, as they may be amended from time to time.

Section 1.25 - Plat: The recorded plat for the Property.

Section 1.26 - Property. The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

Section 1.27 - Public Offering Statement. The current document prepared pursuant to Section 34.08.530 of the Act as it may be amended from to time.

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. The rights reserved in this Declaration for the benefit of the Declarant including, without limitation, to (A) exercise any Development Right; (B) complete Improvements indicated on the Plans; (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, (E) withdraw Property from the Common Interest Community; or (F) 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 Aurora Square Condominiums. Aurora Square Condominiums are condominiums as defined at Section 34.08.990(8) of the Act.

Section 2.2 - Association. The name of the Association is Aurora Square Condominiums Homeowners 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 8 Units. As each building is added it contains the number of Units listed in the most current Schedule A 2 which may be as few as 7 Units per building. The Declarant reserves the right to create up to a total of 29 Units within the Common Interest Community.

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

(a) Interior Surfaces: The interior unfinished surfaces of perimeter walls, floors, and ceilings (measured from lath, furring, and wallboard primed and ready for texture, if any) and the exterior unfinished surfaces of the windows and exterior doors are designated as boundaries of a Unit. Decorative and finished surface coverings (such as paint, wallpaper, paneling, mirrors, carpeting, tiles, finished flooring, plasterboard, plastic and the like) are a part of the Unit. All other portions of the perimeter walls, floors, and ceilings are a part of the Common Elements.



Subfloors and subslabs are not a part of any Unit and use for any purpose may constitute a violation of building, fire or zoning codes.

(b) Inclusions: Each Unit shall include the spaces and Improvements lying within the boundaries described in Sections 4.2(a), and shall also include within such spaces any space heating, water heating and smoke detector systems and all electrical switches, wiring, pipes, ducts, conduits, 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.

(c) 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) and 4.2(b) above; and all chutes, pipes, flues, ducts, wires, conduits, skylights 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.

(d) Inconsistency with Plans: If the definition of a Unit's Boundaries contained in this Section is inconsistent with the Plans, then the definition in this Section shall 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) Stoops and steps at the entrances to each Unit, which provide access to that Unit, the use of which is limited to the Units to which they provide access.

(d) Chimneys, the use of which is limited to the Unit in which its fireplace is located. In the event of a multiple flue chimney, each flue will be a Limited Common Element allocated to the unit containing its fireplace while the chimney will be a Limited Common Element allocated to both Units.

(e) Utility areas, the use of which is limited to the Unit or Units as shown on the Plans.



(f) Concrete walkways leading to the front porch of the Unit, the use of which is limited to the Unit as shown on the Plans.

(g) Driveways leading to the garage for each Unit, the use of which is limited to the Unit as shown on the Plans.

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

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

(j) Rooftop decks will be Limited Common Elements the use of which are limited to the Unit such rooftop deck is on top of as shown on the Plans.

ARTICLE VI - Maintenance, Repair and Replacement

Section 6.1 - Common Elements. The Association shall maintain, repair and replace all of the Common Elements, except for certain Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners. Common Expenses associated with the cleaning, maintenance, repair or replacement of Limited Common Elements which are not the specific responsibility of a Unit or Units will be assessed against all Units in accordance with their Allocated Interests in the Common Expenses.

(a) Certain Limited Common Elements to be Maintained by the Association and Assessed to the Units. The Association shall maintain, repair, and replace the concrete walkways, front porches, and decks (including rooftop decks) and landscaping between driveways and assess the cost against the Unit or Units to which such Limited Common Element is assigned.

(b) Maintenance, Repair, and Replacement Obligations of Unit Owners with Respect to Certain Limited Common Elements. Each Unit Owner shall be responsible for removing all snow, cut grass, leaves, dirt, and debris from the concrete walkways and porch which are Limited Common Elements appurtenant to his Unit.

(c) Common Expenses associated with the cleaning, maintenance, repair or replacement of all Limited Common Elements which are not either the specific responsibility of a Unit or the Association for maintenance, repair, and replacement will be assessed against all Units in accordance with their Allocated Interests in the Common Expenses. If any Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element will be assessed and shared equally among the Units to which it is assigned.

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 shall reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally or negligently or by the Unit Owner or by his failure to properly maintain, repair or make replacements to his Unit. The Association shall 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 to the extent such damages are not covered by insurance. If such expense is caused by misconduct, it shall 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 consent of the Executive Board. In the event such additional component or element of a Limited Common Element becomes deteriorated or unsightly or is inconsistent with conditions of installation it may be removed or repaired at the Unit Owner's expense as an Assessment against such Unit 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 to build up to 29 Units on the Property, including up to 21 additional Units, Common Elements, and Limited Common Elements in the locations shown as "Property Subject to Development Rights" on the plot or Plans.

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

(c) The right to subdivide the Property and withdraw parts of the Property labeled on the Plans as "Property Subject to Development Rights" from the Common Interest Community and to sell or develop such withdrawn property for any residential or commercial purpose.

(d) The right to modify, change or amend the plans, design or materials used to construct Property Subject to Development Rights so long as the quality of construction and design are consistent with the quality of those buildings already constructed.



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 seven (7) years after the recording of the initial Declaration;
- (b) Not more than 21 additional Units may be created under the Development Rights for a total of 29 Units within the Common Interest Community;
- (c) The quality of construction of any buildings and Improvements to be added to the Property shall be consistent with the quality of those already constructed to the extent such Property is not withdrawn from the Common Interest Community.
- (d) All Units and Common Elements created pursuant to the Development Rights shall 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) Any Improvements constructed pursuant to a Development Right shall be substantially complete before added to the Common Interest Community.
- (f) In no event shall any Improvements be built within any portion of the Property federally designated as a Flood Hazard Area, Zone A.
- (g) No Development Rights may be exercised unless approved pursuant to Section 17.5.

Section 7.3 - Phasing of Development Rights. No assurances are made by the Declarant regarding the portions of the Property 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 of the Property shall not obligate the Declarant to exercise Development Rights as to any other portions of the Property.

Section 7.4 - Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent

- (a) To complete Improvements indicated on 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 or exercising any Special Declarant or Development Right;



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

(f) To record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Alaska Housing Finance Corporation, Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association; The Federal Home Loan Mortgage Corporation; the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency, or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Units, (iii) to bring this Declaration into compliance with the Act, or (iv) to correct clerical or typographical errors in this Declaration or any Schedule hereto or any supplemental or amendments thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney in-fact as the case may be. Each deed, mortgage, trust deed, other evidence of obligation or other instruction affecting a Unit, and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to vote in favor of, make, execute and record such Special Amendments.

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 Declarant, or persons designated by the Declarant, may appoint and remove the officers of the Association and Directors 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 the Declarant has ceased to offer Units for sale in the ordinary course of business;

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

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

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

(c) 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.

(d) 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. The Executive Board shall elect the officers. The Executive Board Members and officers take office upon election.

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



Section 7.10 - Limitations on Special Declarant Rights. Unless previously terminated by an Amendment to this Declaration executed by the Declarant, any Special Declarant Right may be exercised by the Declarant until the earlier of the following:

- (a) The Declarant is not obligated under any warranty or other obligation;
- (b) The Declarant no longer holds a Development Right, owns any Units, or a Security Interest in any Unit; or
- (c) Seven (7) years after this Declaration is recorded. Earlier termination of certain rights may occur by statute.

Section 7.11 - Interference with Special Declarant Rights. Notwithstanding anything contained herein to the contrary, the Association or any Unit Owner shall not take any action or adopt any rule that interferes with or diminishes any Special Declarant Right, and any such action or rule shall be void and to no effect, 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. The Allocated Interests are set in accordance with the formulas in this Article VIII. These formulas are to be used in reallocating Allocated Interests if and when Units are constructed and added to the Common Interest Community.

Section 8.2 - Formulas for the Allocation of Interests. The Allocated Interests shall be 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 Articles VI and XVIII 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 the votes as allocated in Schedule A 2 as amended.

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 a Development Right shall be the date on which the amendment creating the Units is recorded.



Section 8.4 - Conveyance or Separation of Allocated Interests. The Allocated Interests and the title to the respective Units shall not be separated or separately conveyed and each undivided interest shall be deemed to be conveyed with its respective Unit. Any purported transfer, conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of Allocated Interests made without the Unit to which the interests are allocated is void.

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 overnight occupants than two (2) per bedroom as designated on the Plans.

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

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

Section 9.2 - Restrictions on Alienation. (a) A Unit may not be conveyed pursuant to a time sharing plan. (b) A Unit may not be leased or rented for a term of less than two (2) months. All leases and rental agreements shall be in writing and subject to the requirements of the Documents.



ARTICLE X - Easements and Licenses and Unit Owner's Ingress and Egress

Section 10.1 - General. It is intended that in addition to rights under the Act, each Unit has an easement in and through each other Unit and the Common and Limited Common Elements for all support elements and utility, wiring heat and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of this Common Interest Community. Without limiting the generality of the foregoing, each Unit and all Common and Limited Common Elements are specifically subject to an easement for the benefit of each of the other Units in the Condominium for all duct work for the several units, and for heating, ventilation, air conditioning and fireplaces and associated flues or chimneys. In addition, each Unit and all the Common and Limited Common Elements are specifically subject to easements as are required for the intercom, security and electrical entry system, if any, for the electrical wiring and plumbing, for the air conditioning lines and equipment, if any, for each Unit, for the vacuum system roughed-in in each Unit, if any, and for the master antenna cable system, if any. Finally, each Unit as it is constructed is granted an easement to which each other Unit and all Common and Limited Common Elements are subject to the location and maintenance of all the original equipment and facilities and utilities for each Unit. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for Common Elements reserved by law.

Section 10.2 - Utility, Etc. Easements. The Board on behalf of the Association and all members thereof, shall have authority to grant utility, road and similar easements, licenses and permits under, through or over the Common Elements, which easements the Board determines are reasonably necessary to the ongoing development and operation of the Property.

Section 10.3 - Association Functions. There is hereby reserved to Declarant and the Association, or their duly authorized agents and representatives, such easements as are necessary, for emergency repairs and/or to perform the duties and obligations of the Association as are set forth in this Declaration, or in the Bylaws, and the Association Rules.

Section 10.4 - Encroachments. Each Unit and all Common and Limited Common Elements are hereby declared to have an easement over all adjoining Units and Common and Limited Common Elements, for the purpose of accommodating any encroachment due to engineering errors, or errors in original construction, reconstruction, repair of any portion of the Buildings, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event a Unit or Common or Limited Common Element is partially or totally destroyed, and then Repaired, the Owners agree that minor encroachments over adjoining Units and Common and Limited Common Elements shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Unit.



Section 10.5 - Declarant. There is hereby reserved by Declarant such easements as are reasonably necessary to exercise Special Declarant Rights.

ARTICLE XI - Allocation and Reallocation of Limited Common Elements

Section 11.1 - Common Elements. A Common Element not previously allocated as a Limited Common Element may be so allocated only pursuant to provisions in Article VII or Article XXII of this Declaration. The allocations will be made by amendments to the Declaration, specifying to which Unit or Units the Limited Common Element is located.

Section 11.2 - Limited Common Elements. No Limited Common Element shall be reallocated except as part of a relocation of boundaries of Units pursuant to Article XIII of this Declaration.

ARTICLE XII - Additions, Alterations and Improvements

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

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

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

(i) May make any other Improvements or alteration to the interior of his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community;

(ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community, without prior written consent of the Executive Board in accordance with Subsection 12.1(c);

(iii) After acquiring an adjoining Unit, or part thereof, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community. Removal of partitions or creation of apertures under this subsection is not an alteration of Unit boundaries.

(c) A Unit Owner may submit a written request to the Executive Board for approval to do anything that he is forbidden to do under Subsection 13.1(a) or 13.1(b)(ii). 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 a consent by the Executive Board to the proposed action.

(d) Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be executed by the



Association only. Such execution shall 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. The Executive Board shall review requests in accordance with its rules.

(e) All additions, alterations and Improvements to the Units and Common Elements shall not, except pursuant to prior written 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.

(f) 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. The Executive Board may make any additions, alterations or Improvements to the Common Elements which, in its judgment, it deems necessary.

ARTICLE XIII - Relocation of Boundaries Between Adjoining Units

Section 13.1 - Application and Amendment. Subject to approval of any structural changes and required permits pursuant to Article XII, the boundaries between adjoining Units may be relocated by an amendment to the Declaration upon application to the Association by the owners of the Units affected by the relocation. If the owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application shall state the proposed reallocations. Unless the Executive Board determines, within thirty (30) days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocations and indicates the Association's consent. The amendment must be executed by those Unit Owners and contain words of conveyance between them, and the approval of all holders of Security Interests in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor, the grantee, and the Association.

Section 13.2 - Recording Amendments. The Association shall prepare and record Plats or Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers.

Section 13.3 - Costs. The Unit Owner applicants will pay for the costs of preparation of the amendment, Plat and Plans recording costs, and the reasonable consultant fees of the Association.

ARTICLE XIV - Amendments to Declaration

Section 14.1 - General. Except in cases of amendments that may be executed by the Declarant (in the exercise of any Special Declarant Right) or except as otherwise stated in this Declaration or the Act this Declaration may be amended only by vote or agreement of Unit



Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

Section 14.2 - Limitation of Challenges. An action to challenge the validity of an amendment adopted by the Association pursuant to this Article may not be brought more than one year after the amendment is recorded.

Section 14.3 - Recording of Amendment. An amendment to this Declaration is only effective upon recording

Section 14.4 - When Unanimous Consent Required. Except to the extent expressly permitted or required by other provisions of the Act or this Declaration, an amendment shall not create or increase Special Declarant Rights, increase the number of Units, change the boundaries of a Unit, the Allocated Interests of a Unit, or the uses to which a Unit is restricted, in the absence of unanimous consent of the Unit Owners.

Section 14.5 - Execution of Amendments. An amendment to the Declaration required by the Act to be recorded by the Association, which has been adopted in accordance with this Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 14.6 - Special Declarant Rights. Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 14.7 - Consent of Holders of Security Interests. Amendments are subject to the consent requirements of Article XVII.

Section 14.8 - Amendments to Create Units. To exercise any Development Right the Declarant shall prepare, execute and record an amendment to the Declaration. 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 the Act.

ARTICLE XV - Amendments to Bylaws

The Bylaws may be amended only by vote of two thirds (2/3) of the members of the Executive Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose.

ARTICLE XVI - Termination

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



ARTICLE XVII - Mortgagee Protection

Section 17.1 - Introduction. This Article establishes standards and covenants which are for the benefit of the holders, insurers and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall control.

Section 17.2 - Percentage of Eligible Mortgagees. Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage of votes in the Association when compared to the total allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

Section 17.3 - Notice of Actions. The Association shall give timely written notice to each Eligible Mortgagee and Eligible Insurer of:

(a) Any condemnation loss or any casualty loss exceeding \$10,000 which affects a portion of the Common Interest Community or any Unit in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;

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

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

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 17.4; and

(e) Any judgment rendered against the Association.

Section 17.4 - Consent Required.

(a) Document Changes. Notwithstanding any lower requirement permitted by this Declaration or the Act, no amendment of any material provision of the Documents by the Association or Unit Owners shall be effective without the vote of the Unit Owners of Units to which at least sixty seven percent (67%) of the votes in the Association have been allocated (or any greater Unit Owner vote required in this Declaration or the Act) and until approved in writing by at least fifty one percent (51%) of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration), provided that the approval requirements under this Section do not apply to amendments pursuant to the exercise of a Development Right by the Declarant. Material provisions include, but are not limited to, any provision affecting:

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



- (ii) Voting rights;
- (iii) Reserves for maintenance, repair and replacement of Common Elements;
- (iv) Responsibility for maintenance and repairs;

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

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

(vii) Boundaries of Units except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding Security Interests in such Unit or Units must approve such action;

(viii) Convertibility of Units into Common Elements or Common Elements into Units;

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

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

(xi) Leasing of Units;

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

(xiii) Establishment of self management by the Association when professional management had been required previously by the Documents;

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

(xv) Termination of the Common Interest Community for reasons other than the substantial destruction or condemnation, as to which a sixty-seven percent (67%) Eligible Mortgagee approval is required; and



(xvi) Any provision that expressly benefits mortgage holders, insurers or guarantors of Security Interests.

(b) Actions. Notwithstanding any lower requirement permitted by the Declaration or the Act, the Association may not take any of the following actions other than rights reserved to the Declarant as Special Declarant Rights without the approval of at least 51% of the Eligible Mortgagees:

(i) Convey or encumber the Common Elements or any portion thereof (as to which an 80% Eligible Mortgagee approval is required) providing, that, the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Association shall not be deemed a transfer within the meaning of this clause;

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

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

(iv) The termination of the Common Interest Community for reasons other than substantial destruction or condemnation, as to which a sixty seven percent (67%) Eligible Mortgagee approval is required;

(v) The alteration of any partition or creation of any aperture between adjoining Units (when Unit boundaries are not otherwise being affected), in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;

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

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

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

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

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



(i) The failure of an Eligible Mortgagee to respond within thirty (30) days to any written request of the Association for approval of a non material addition or amendment to the Documents shall constitute an implied approval of the addition or amendment.

Section 17.5 - Development Rights. No Development Rights may be exercised without the prior written consent of any persons holding a Security Interest in a Unit if such consent is required by applicable state or federal regulations governing any such Security Interest.

Section 17.6 - Inspection of Books. The Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the books and records of the Association during normal business hours.

Section 17.7 - Financial Statements. The Association shall provide any Eligible Mortgagee or Eligible Insurer which submits a written request, with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if:

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

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

Section 17.8 - Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers, and may be enforced by any of them by any available means, at law, or in equity.

Section 17.9 - Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

Section 17.10 - Appointment of Trustee. In the event of damage or destruction under Article XXI or XXII or condemnation of all or a portion of the community, any Eligible Mortgagee may require that such proceeds be payable to a Trustee established pursuant to Section 1.31. Such Trustee may be required to be a corporate trustee licensed by the State of Alaska. Proceeds will thereafter be distributed pursuant to Article XXII or pursuant to a condemnation award. Unless otherwise required, the members of the Executive Board acting by majority vote through the president may act as Trustee.

ARTICLE XVIII - Assessment and Collection of Common Expenses

Section 18.1 - Apportionment of Common Expenses. Except as provided in Section 18.2, all Common Expenses shall be assessed against all Units in accordance with their Allocated Interest in the Common Expenses as shown on Schedule A 2 to this Declaration as amended.

Section 18.2 - Common Expenses Attributable to Fewer Than All Units.



(a) If any Limited Common Element is assigned to more than one (1) Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.

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

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

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

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

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

Section 18.3 - Lien.

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

(b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens 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 charged 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 18.4 of this Article would have become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce the Association's lien. 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.

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



(d) A lien for an unpaid assessment is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessment becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

(e) This Section does not prohibit an action to recover sums for which Subsection 18.3(a) creates a lien or prohibit an Association from taking a deed in lieu of foreclosure.

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

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

(h) The Association's lien must be foreclosed as a mortgage or deed of trust on real estate is foreclosed, or as a lien is foreclosed under AS 34.35.0005.

(i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 18.4 of this Declaration.

(j) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 18.3(b). Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

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

Section 18.4 - Budget Adoption and Ratification. The Association shall adopt a budget in the Common Interest Community at least annually. Within thirty (30) days after adoption of a proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget to each Unit Owner, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than 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 18.5 - Ratification of Non budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 18.2 of this Declaration, in an amount greater than fifteen 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 18.5.

Section 18.6 - Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Unit Owner a statement in recordable form setting out the amount of unpaid assessments against the Unit. The statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and each Unit Owner.

Section 18.7 - Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 18.1 and 18.2 shall be due and payable monthly.

Section 18.8 - Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 18.9 - Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs, except that reasonably reduced assessments may be allocated to any unsold, unoccupied Units, for a period not exceeding sixty (60) days after conveyance of the first Unit in each phase. Said reduction in Declarant assessments for unsold, unoccupied Units include management fees, reserve assessments and any other costs deemed unnecessary for unsold unoccupied Units.

Section 18.10 - No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 18.11 - Personal Liability of Unit Owners. A Unit Owner at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for a past due assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

Section 18.12 - Capitalization of the Association. A working capital fund in an amount at least equal to two months' installments of the Annual Assessment for each Unit in the Common Interest Community shall be established by the Association. Upon the first conveyance of record title to a Unit from Declarant, the Unit Owner shall contribute to the working capital and reserves of the Association in an amount equal to two 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 a Unit Owner, Declarant shall receive a refund of the contribution to the working capital fund made



by Declarant for such Unit. Within sixty (60) days after the first conveyance of record title to a Unit from Declarant, Declarant shall contribute each unsold Unit's share of the working capital fund to the Association. 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 of 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.

Section 18.13 - Reserves. The Association shall establish and maintain through regular assessments an adequate reserve fund for the periodic maintenance, repair and replacement of Common Elements.

ARTICLE XIX - Right to Assign Future Income

The Association may assign its future income, including its right to receive Common Expense assessments, only by the affirmative vote of Unit Owners of Units to which at least fifty one percent (51%) of the votes in the Association are allocated, at a meeting called for that purpose.

ARTICLE XX - Persons and Units Subject to Documents

Section 20.1 - Compliance with Documents. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions recorded in the records of the Palmer 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. The Executive Board or any aggrieved Unit Owner may bring an action against Unit Owners or the Association for failure to comply with the Declaration or Bylaws, or with decisions of the Executive Board made pursuant to the Documents.

Section 20.2 - Adoption of Rules. The Executive Board may adopt Rules regarding the use and occupancy of Units, Common Elements, and Limited Common Elements and the activities of occupants, subject to Notice and Comment.

ARTICLE XXI - Insurance

Section 21.1 - Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

Section 21.2 - Property Insurance.



(a) Property insurance covering:

(i) The project facilities (which term means all buildings on the Property, including the Units and all fixtures, equipment and any Improvements and betterments whether part of a Unit or a Common Element, 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 property insurance required above shall be in an amount (after application of any deductions) equal to one hundred percent (100%) of the project facilities 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 shall be insured for an amount equal to its actual cash value.

(c) Appraisal. The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing such 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.

(d) Deductible. The maximum deductible for insurance policies shall be the lesser of \$10,000.00 or one percent (1%) of the policy face amount.

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

(f) 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 actual authority on behalf of the Association, shall 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 Association's 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; and

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

"Aurora Square Condominiums Homeowners Association, Inc. for the use and benefit of the individual Unit Owners".

Section 21.3 - Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than \$1,000,000, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements, and the activities of the Association.

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; and

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

Section 21.4 - Fidelity Bonds. A blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three months assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days written notice to the Association, to each holder of a Security Interest in a Unit, to each Eligible Mortgagee and



Eligible Insurer that services an AHFC-owned, FNMA-owned, or FHLMC-owned mortgage on a Unit and to the insurance Trustee, if any, before the bond can be cancelled or substantially modified for any reason.

Section 21.5 - Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit. Each Unit Owner shall be responsible for obtaining his own insurance on the contents of his Unit, as well as his additions and improvements thereto, decorating, furnishings, and personal property therein, and personal property stored elsewhere on the Property.

Section 21.6 - Workers' Compensation Insurance. The Executive Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Alaska.

Section 21.7 - Directors' and Officers' Liability Insurance. The Executive Board shall, if available, obtain and maintain directors' and officers' liability insurance covering all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

Section 21.8 - Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 21.9 - Premiums. Insurance premiums on insurance policies purchased by the Association shall be a Common Expense.

Section 21.10 - Qualifying Insurance Carrier. All Insurance policies required herein must be written by generally accepted insurance carriers that meet or exceed Alaska Housing Finance Corporation's applicable requirements for such insurance carriers.

ARTICLE XXII - Damage To Or Destruction of Property

Section 22.1 - Duty to Restore. A portion of the Common Interest Community for which insurance is required under 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) Unit Owners of Units to which eighty (80)% percent of the votes in the Association are allocated including each owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.



Section 22.2 - Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 22.3 - Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a majority of Unit Owners and fifty one percent (51%) of Eligible Mortgagees.

Section 22.4 - Replacement of Less Than Entire Property. If the entire Common Interest Community is not repaired or replaced:

(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 their Allocated Interest;

(c) If the Unit Owners vote not to rebuild a Unit, the Allocated Interests of the Unit are reallocated upon the vote as if the Unit had been condemned under the Act, and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

Section 22.5 - Insurance Proceeds. The insurance Trustee, or if there is no insurance Trustee, then the Executive Board of the Association, acting through the president, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Subsection 22.1(a) through Subsection 22.1(c), the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Common Interest Community is terminated.

Section 22.6 - Certificates by the Executive Board. The Trustee, if any, may rely on the following certifications in writing made by the Executive Board:

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

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



Section 22.7 - Title Insurance Policies. If payments are to be made to Unit Owners or mortgagees, the Executive Board, and the Trustee, if any, shall obtain and may rely on a title insurance policy based on a search of the records of the Anchorage Recording District of the Third Judicial District from the date of the recording of the original Declaration stating the names of the Unit Owners and the lienholders.

ARTICLE XXIII - Rights To Notice And Comment; Notice And Hearing

Section 23.1 - Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the Documents require that an action be taken after "Notice and Comment", and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. It shall invite comment to the Executive Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 23.2 - Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. The hearing shall be no earlier than five (5) days after such notice. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 23.3 - Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XXIV - Executive Board

Section 24.1 - Minutes of Executive Board Meetings. The Executive Board shall permit any Unit Owner to inspect the minutes of Executive Board meetings during normal business



hours. The minutes shall be available for inspection within fifteen (15) days after any such meeting.

Section 24.2 -Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws, Rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Levy and collect general and special assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge independent contractors, employees and agents.
- (f) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the 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 the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 34.08.430 of the Act;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one (1) year, through or over the Common Elements;
- (l) Impose and receive a payment, fee or charge for services provided to a Unit Owners;
- (m) Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy a reasonable fines for violations of this Declaration, Bylaws, or Rules;



(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 Directors 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) Appoint a Trustee;

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

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

(t) Exercise any other power necessary and proper for the governance and operation of the Association or Common Interest Community, and

(u) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty five (45) days of publication of such notice (unless such Unit Owner has been given notice of the proposed action under the provisions of Article XXIII, in which case that Article shall govern appeals), and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 24.3 - Executive Board Limitations. The Executive Board may not do anything contrary to the Declaration or the Act and The Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Common Interest Community or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its in its membership for the unexpired portion of any term.

ARTICLE XXV - Open Meetings

Section 25.1 - Access. All meetings of the Executive Board, at which action is to be taken by vote at such meeting will be open to the Unit Owners, except as hereafter provided.

Section 25.2 - Meetings and Notice of Meetings. Regular meetings may be set by a schedule appointed by resolution of the Executive Board and no further notice will be required. Special meetings of the Executive Board may be called by the Association President or by a



majority of the Directors on at least three (3) business days' notice to each member. The notice will be hand-delivered or mailed and will state the time, place and purpose of the meeting.

Section 25.3 - Executive Sessions. Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Unit Owners, in either of the following situations only:

- (a) No action is taken at the executive session requiring the affirmative vote of Directors; or
- (b) The action taken at the executive session involves personnel, pending litigation, contract negotiations, or enforcement actions.

ARTICLE XXVI - Condemnation

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

ARTICLE XXVII - Limitation of Warranties

Section 27.1 - Limitation of Term. A legal proceeding for breach of a Declarant obligation arising under Section 34.08.630 of the Act (express warranties of quality) or Section 34.08.640 of the Act (implied warranties of quality) brought by a Unit Owner, the Association, or both, or any other person) must be commenced within two years after the cause of action accrues under Section 34.06.660 of the Act.

Section 27.2 - Limitation of Scope. The Declarant specifically does not assume responsibility for and disclaims liability for any of the following items, each of which is specifically excluded from the statutory warranties pursuant to section 34.08.650(b) of the Act:

- (a) Defects in appliances, fixtures, or pieces of equipment that are considered consumer products under the Magnuson-Moss Federal Trade Commission Improvement Act. Buyer/Owner must follow the manufacturer's warranty claim procedure, if any, if a defect appears.
- (b) Damage due to ordinary wear and tear, abusive use, misuse, or lack of proper maintenance of the dwelling or its component parts or systems.
- (c) Defects which are the result of characteristics common to materials used, such as, but not limited to, warping or deflection of wood; fading, chalking and checking of paint due to sunlight; cracks in concrete, drywall, brick or masonry; and drying, shrinking and cracking of caulking and weather-stripping.
- (d) Defects in items installed or altered by Buyer/Owner or anyone other than by Seller or at Seller's order.



- (e) Loss or injury due to the elements or major storm event.
- (f) Conditions resulting from condensation on, or expansion or contraction of materials.
- (g) The condition or health of any shrubs, trees or plantings.
- (h) Damage or injury due to any environmental or ecological condition surrounding or within any Unit or the Common Interest Community including without limitation, radon gas, molds, mildew, toxins (including toxins from any building material) and/or fungi.

Section 27.3 - Limitation of Remedies. The liability of Declarant for a breach of an obligation under any express or implied warranty is limited to repair or replacement, at Declarant's option, of the defective condition to the exclusion of all other remedies. In no event shall Declarant be liable to the Association, a Unit Owner, or any other person, for consequential or incidental damages.

ARTICLE XXVIII - Miscellaneous

Section 28.1 - Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents nor the intent of any provision thereof.

Section 28.2 - Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so require.

Section 28.3 - Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 28.4 - Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

Section 28.5 - Conflict. The Documents are intended to comply with the requirements of the Act and 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 7th day of MAY, 2008.

AURORA SQUARE LLC



By: Marlene T. Bateman
Its: Managing Member

STATE OF ALASKA)

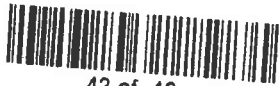
THIRD JUDICIAL DISTRICT)

SS.

THIS IS TO CERTIFY that on this 17th day of May, 2008, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Marlene T. Bateman, to me known and known to me to be the Managing Member of Aurora Sq. LLC and known to me to be the person who signed the foregoing instrument, on behalf of said limited liability company, and s/he acknowledged to me that s/he signed and sealed the same as a free act and deed of the said company for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Members.

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

[Signature]
Notary Public in and for Alaska
My Commission Expires: 01/19/2011



SCHEDULE A 1

LEGAL DESCRIPTION OF LAND

The Southeast one-quarter of the Southwest one-quarter of the Southeast one-quarter of the Southeast one-quarter (SE 1/4 SW 1/4 SE 1/4 SE 1/4), also known as Government Lot Sixty-Two (62), Section 22, Township 13 North, Range 3 West, Seward Meridian, being located in the Anchorage Recording District, Third Judicial District, State of Alaska; EXCEPTING THEREFROM the East 60 feet thereof.

EASEMENTS and ENCUMBRANCES AFFECTING the COMMON INTEREST COMMUNITY

Reservations and exceptions as contained in the United States Patent and/or in Acts authorizing the issuance thereof, said patent was recorded June 1, 1953, in Deed Book 91 at Page 88.

A 33 foot right of way for a roadway and public utilities along the south boundary of said Government lot Sixty-Two (62), located in Section 22 Township 13 North Range 3 West, as disclosed by United States Patent.

Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof, to the record of which reference is hereby made:

Granted To: Chugach Electric Association, Inc.
Recorded: March 8, 1962
Misc. Book: 44 Page: 241
Affects: West ten feet (W 10') of said Government Lot 62

Easement, including terms and provisions thereof, for the purpose set out herein, to the record of which reference is hereby made:

Granted To: Greater Anchorage Area Borough
For: Sewer
Recorded: October 6, 1972
Misc. Book: 211 Page: 707
Affects: North ten feet (N 10') of said Government Lot 62

Deed of Trust, including terms and provisions thereof, securing the amount shown together with any other amounts due thereunder:

Trustor: AURORA SQUARE, LLC, an Alaskan Limited Liability Company
Trustee: Stewart Title of Alaska
Beneficiary: Alaska USA Federal Credit Union
Amount: \$543,750.00, together with any other amounts due thereunder
Dated: November 30, 2006
Recorded: December 1, 2006
Serial No.: 2006-080944-0



SCHEDULE B - SECTION II GENERAL EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

Defects, liens encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for the value of record the estate or interest or mortgage thereon covered by this Commitment

- a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- b) Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- c) Easements, claims of easement or encumbrances which are not recorded in the public records.
- d) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land into adjoining land, and encroachments into the Land of existing improvements located on adjoining land.
- e) (a) Unpatented mining claims; or (b) water rights, claims or title to water, whether or not the matter excepted under (a) or (b) are shown by the public records.
- f) Any lien, or right to a lien, for services, labor, or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
- g) Rights of the State or federal government and/or public in and to any portion of the land for right of way as established by federal statute RS2477 (AKA 43 USC 932) whether or not such rights are shown by recordings of easements and/or maps in the public records by the State of Alaska showing the general location of these rights of way.

SPECIAL EXCEPTIONS

1. **Reservations and exceptions** as contained in the United States Patent and/or in Acts authorizing the issuance thereof.
2. **Taxes due the Municipality of Anchorage**, for the year 2008, are a lien, but levy therefore has not been made.

PROPOSED 2008 VALUES: Land Valuation: \$1,046,900.00 Improvements: \$351,700.00

3. **Rights of the public and/or government entities** in and to Bureau of Land Management Section Line Easement pursuant to 43 U.S.C. 932 as ratified by Alaska Statute 19.10.010.
Affects: The South 33 feet of said property
4. **Rights of the public and/or governmental agencies** in and to any portion of said land included within the boundaries of Northern Lights Boulevard as set out on Municipality of Anchorage Grid Map SW1537.



5. **Easement** for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof, to the record of which reference is hereby made:
Granted To: Chugach Electric Association, Inc.
Recorded: March 8, 1962
Misc. Book: 44 Page: 241
Affects: West 10 feet of said property

6. **Easement**, including terms and provisions thereof, for the purpose set out therein, to the record of which reference is hereby made:
Granted To: Greater Anchorage Area Borough
For: Sewer line and related purposes
Recorded: October 6, 1972
Misc. Book: 211 Page: 707
Affects: North 10 feet of Government Lot 62 except the East 140 feet of said lot

7. **Deed of Trust**, including terms and provisions thereof, securing the amount shown to the record of which reference is hereby made:
Trustor: Aurora Square, LLC, an Alaska Limited Liability Company
Trustee: Fidelity Title Agency of Alaska
Beneficiary: Alaska USA Federal Credit Union
Loan No.: L 02
Amount: \$2,351,250.00 together with any other amounts due thereunder
Dated: June 15, 2007
Recorded: June 20, 2007
Reception Number: 2007-039256-0

8. **Financing Statement**, pursuant to the Uniform Commercial Code:
Debtor: Aurora Square, LLC
Secured Party: Alaska USA Federal Credit Union
Covering: collateral as set out and described therein as it affects said premises
Recorded: June 20, 2007
Reception Number: 2007-039257-0

9. **Easement**, including terms and provisions thereof, for the purpose set out therein, to the record of which reference is hereby made:
Granted To: ENSTAR Natural Gas Company, a division of SEMCO Energy Inc.
For: Pipelines and appurtenance
Recorded: July 25, 2007
Reception No.: 2007-047438-0
Affects: Blanket Easement

10. **Notice of Right to Lien**:
Executed by: Spenard Builders Supply
Recorded: November 19, 2007
Reception No.: 2007-072418-0

11. **Notice of Right to Lien**:
Executed by: Crescent Electric Supply Co.
Recorded: December 4, 2007
Reception No.: 2007-075044-0



12. **Easement** for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof, to the record of which reference is hereby made:
Granted To: Anchorage dba Municipal Light & Power
Recorded: April 8, 2008
Reception No.: 2008-019440-0
Affects: A portion of said property as set out therein
13. **Easement** for telecommunications system and incidental purposes, including terms and provisions thereof, to the record of which reference is hereby made:
Granted To: ACS Inc.
Recorded: April 9, 2008
Reception No.: 2008-019857-0
Affects: N 10'
14. **TITLE TO VEST IN:** Not disclosed to us at this time. Upon receipt of notice of the party or parties to acquire said property, we will examine the records to determine whether or not there are matters which would affect the interest of said party or parties.

NOTE: Taxes, if any due the Municipality of Anchorage as follows:

Tax Account No.: 006-322-21-000

Tax for 2007: \$11,709.06

Balance Due: \$0.00

Land Valuation: \$805,300.00

Improvements: \$0.00

Code Area: 3

Mill Rate: 14.54

NOTE: See Property Tax Research report attached with regard to any assessment charges.

NOTE: The street address of the property described herein according to the Assessor of the Municipality of Anchorage is as follows:

5201 East Northern Lights Blvd., Anchorage, AK 99508

(No further exceptions.)

NOTE: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provision pertaining to your Title Insurance coverage.



SCHEDULE A 3

PLANS

3753354_6.DOC

DECLARATION



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2008-027001-0

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CONTRACTOR'S CERTIFICATION
 I, the undersigned, certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that I am a duly licensed contractor in the State of Florida. I further certify that the work shown on the drawings herein was performed in accordance with the Florida Building Code, and that the same conforms to the requirements of the Florida Building Code, and that the same is in accordance with the Florida Building Code, and that the same is in accordance with the Florida Building Code.

Michael S. Williams
 Architect
 Michael S. Williams & Associates, Inc.
 10000 N.W. 11th Street
 Fort Lauderdale, Florida 33304



Michael S. Williams, Inc. 05-08-08

NOTARY ACKNOWLEDGMENT FOR MICHAEL S. WILLIAMS
 Subscribed and sworn to before me on the 5th day of May, 2008

Michael S. Williams, Inc. 05-08-08



CONTRACTOR'S CERTIFICATE

I, the undersigned, certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that I am a duly licensed contractor in the State of Florida. I further certify that the work shown on the drawings herein was performed in accordance with the Florida Building Code, and that the same conforms to the requirements of the Florida Building Code, and that the same is in accordance with the Florida Building Code.

Michael S. Williams, Inc. 05-08-08

Michael S. Williams
 Architect
 Michael S. Williams & Associates, Inc.
 10000 N.W. 11th Street
 Fort Lauderdale, Florida 33304

NOTARY ACKNOWLEDGMENT FOR MICHAEL S. WILLIAMS
 Subscribed and sworn to before me on the 5th day of May, 2008

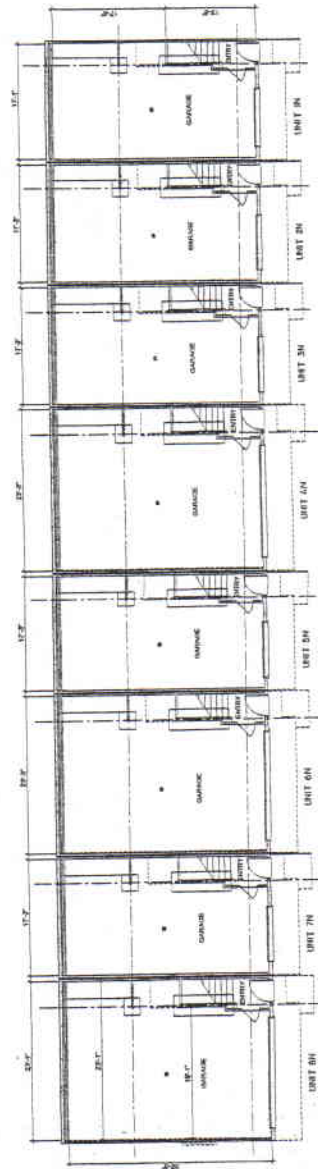
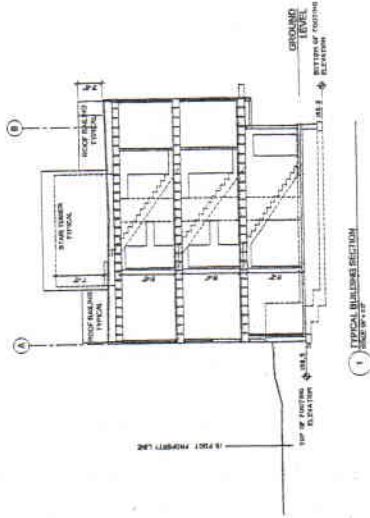
Michael S. Williams, Inc. 05-08-08



INDEX
 1. SITE PLAN
 2. FLOOR PLAN
 3. SECTION
 4. ELEVATION
 5. FINISH SCHEDULE
 6. MATERIAL SCHEDULE
 7. SPECIFICATIONS
 8. CONTRACT DOCUMENTS



CONTRACTOR'S NAME MICHAEL S. WILLIAMS, INC.		PROJECT NAME AURORA SQUARE TOWNHOMES	
ADDRESS 11000 N.W. 11th Street, Fort Lauderdale, FL 33304		DATE 05/08/08	
PROJECT NO. MSW-08-001		SHEET NO. 01 OF 05	



CERTIFICATE OF COMPLETION

SECTION 100 OF THE ILLINOIS CONSTRUCTION CODE, CHAPTER 120, SECTION 100.01, REQUIRES THAT THE PLANS OF THE STRUCTURE BE SUBMITTED TO THE BOARD OF BUILDING OFFICIALS FOR REVIEW AND APPROVAL. THE BOARD OF BUILDING OFFICIALS HAS REVIEWED THE PLANS AND THE MECHANICAL SYSTEMS OF SAID BUILDING AND HAS DETERMINED THAT THE SAME COMPLY WITH THE MECHANICAL CODE AND THE MECHANICAL SYSTEMS ARE ESSENTIALLY COMPLETE BY ACCORDANCE WITH THE PLAN.

Board of Building Officials
140 West Park St.
Chicago, Illinois 60606



Received by Building Official on 5.08.08

Initials of Building Official: *[Signature]*

Submitted and plans taken on on the 5.07.08

Initials of Applicant: *[Signature]*

Received by Building Official on 5.08.08

Initials of Building Official: *[Signature]*

Submitted and plans taken on on the 5.07.08

Initials of Applicant: *[Signature]*

Received by Building Official on 5.08.08

Initials of Building Official: *[Signature]*

Submitted and plans taken on on the 5.07.08

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Submitted and plans taken on on the 5.07.08

Initials of Applicant: *[Signature]*

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Submitted and plans taken on on the 5.07.08

Initials of Applicant: *[Signature]*

Received by Building Official on 5.08.08

Initials of Building Official: *[Signature]*

Submitted and plans taken on on the 5.07.08

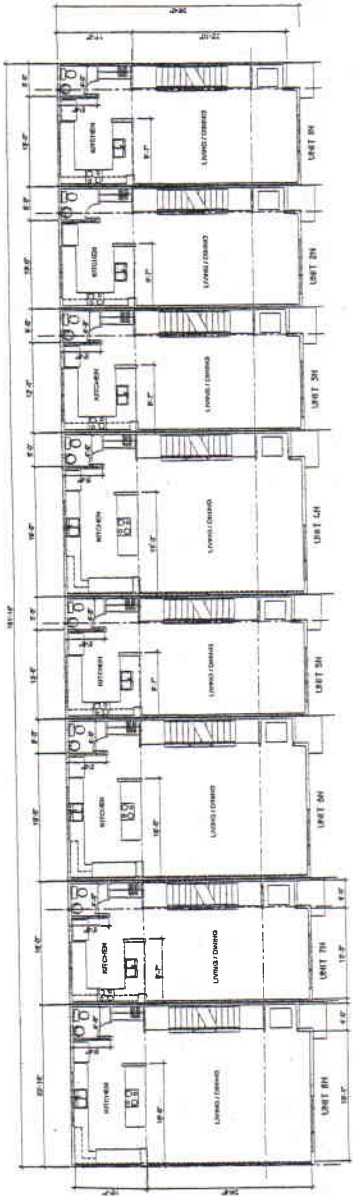
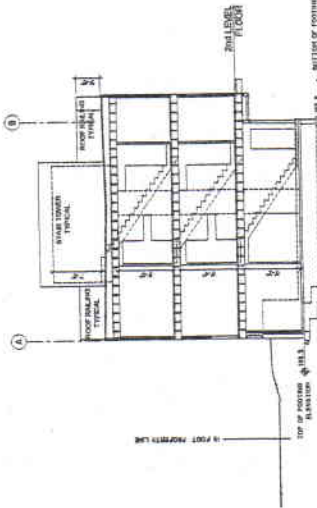
Initials of Applicant: *[Signature]*

Received by Building Official on 5.08.08

Initials of Building Official: *[Signature]*

Submitted and plans taken on on the 5.07.08

Initials of Applicant: *[Signature]*



1 SECOND LEVEL FLOOR PLAN

PROJECT: AURORA SQUARE TOWNHOMES
 BUILDING 2
 SHEET: 2 OF 5
 DRAWING 3 OF 8

AURORA SQUARE TOWNHOMES
 BUILDING 2
 A COMPLETE RESIDENTIAL COMMUNITY

DATE:	ISSUE:	BY:	DATE:	BY:	DATE:
05/08/08	05/08/08	05/08/08	05/08/08	05/08/08	05/08/08

STATEMENT OF COMPLIANCE

THE FOLLOWING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM THE ARCHITECT OF RECORD FOR THE PROJECT AND I HAVE REVIEWED THE PLANS AND SPECIFICATIONS AND I AM CERTAIN THAT THEY COMPLY WITH ALL APPLICABLE CODES AND REGULATIONS. I HAVE ALSO REVIEWED THE PROJECT'S COMPLIANCE WITH THE NATIONAL GREEN BUILDING CERTIFICATION PROGRAM AND THE INTERNATIONAL GREEN BUILDING CERTIFICATION PROGRAM. I HAVE REVIEWED THE PROJECT'S COMPLIANCE WITH THE NATIONAL GREEN BUILDING CERTIFICATION PROGRAM AND THE INTERNATIONAL GREEN BUILDING CERTIFICATION PROGRAM. I HAVE REVIEWED THE PROJECT'S COMPLIANCE WITH THE NATIONAL GREEN BUILDING CERTIFICATION PROGRAM AND THE INTERNATIONAL GREEN BUILDING CERTIFICATION PROGRAM.

Architect of Record
 [Signature]
 [Title]



Submitted and sworn before me on this 5th day of May, 2008

[Signature]
 Notary Public



ARCHITECT'S CERTIFICATE

SECTION 14.01 OF THE COMMUNITIES DEVELOPMENT ACT REQUIRES THAT A CERTIFICATE OF COMPLIANCE BE SUBMITTED TO THE ALABAMA DEPARTMENT OF COMMUNITY DEVELOPMENT AND HUMAN RESOURCES FOR REVIEW AND APPROVAL. I HAVE REVIEWED THE PROJECT'S COMPLIANCE WITH THE NATIONAL GREEN BUILDING CERTIFICATION PROGRAM AND THE INTERNATIONAL GREEN BUILDING CERTIFICATION PROGRAM. I HAVE REVIEWED THE PROJECT'S COMPLIANCE WITH THE NATIONAL GREEN BUILDING CERTIFICATION PROGRAM AND THE INTERNATIONAL GREEN BUILDING CERTIFICATION PROGRAM.

Submitted and sworn before me on this 5th day of May, 2008

[Signature]
 Notary Public

Architect of Record
 [Signature]
 [Title]

Submitted and sworn before me on this 5th day of May, 2008

[Signature]
 Notary Public



NOTES

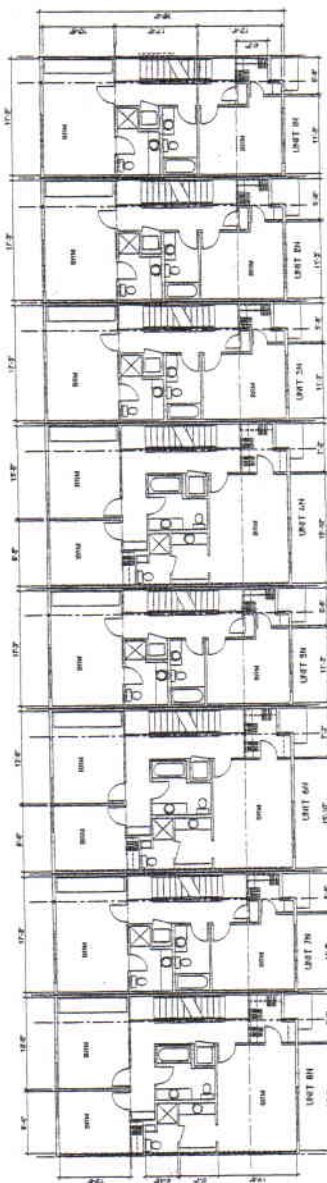
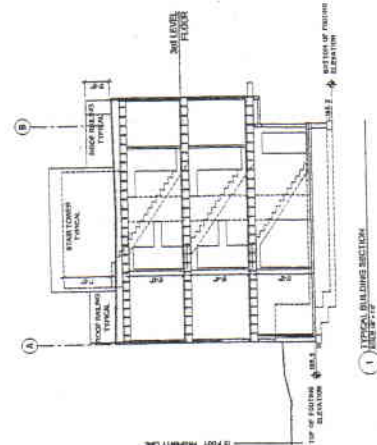
1. ARCHITECT'S CERTIFICATE OF COMPLIANCE IS REQUIRED BY SECTION 14.01 OF THE COMMUNITIES DEVELOPMENT ACT.
2. THE ARCHITECT HAS REVIEWED THE PROJECT'S COMPLIANCE WITH THE NATIONAL GREEN BUILDING CERTIFICATION PROGRAM AND THE INTERNATIONAL GREEN BUILDING CERTIFICATION PROGRAM.
3. THE ARCHITECT HAS REVIEWED THE PROJECT'S COMPLIANCE WITH THE NATIONAL GREEN BUILDING CERTIFICATION PROGRAM AND THE INTERNATIONAL GREEN BUILDING CERTIFICATION PROGRAM.



PROJECT: AURORA SQUARE TOWNHOMES
 BUILDING 2
 1500 1/2 AVENUE, ALABAMA, MOBILE, AL
 DRAWING NO. 2008-43

AURORA SQUARE TOWNHOMES
 BUILDING 2
 A COMMUNITY DEVELOPMENT PROJECT
 MOBILE, ALABAMA

DATE	SCALE	DATE	SCALE
2008-05-05	1/8" = 1'-0"	2008-05-05	1/8" = 1'-0"





RETURN TO:
MARLENE BATEMAN
5201 E. NORTHERN LIGHTS BLVD 2N
ANCHORAGE, ALASKA 99508

FIRST AMENDMENT TO DECLARATION OF
AURORA SQUARE CONDOMINIUMS

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Aurora Square, LLC, an Alaska limited liability company, as Declarant, executed and caused to be recorded that certain Declaration of Aurora Square Condominiums recorded May 7, 2008, at Reception No. 2008-027001-0 in the real property records of Anchorage Recording District, State of Alaska (the "Declaration"); and

WHEREAS, pursuant to the provisions of Sections 7.1 of the Declaration and the Common Interest Ownership Act, Declarant desires to amend the Declaration to add seven Units to Aurora Square Condominiums as more particularly described below. In connection with such amendment, Declarant is recording currently with this Amendment, an Amendment to Condominium Map reflecting such designation (the "Amended Condominium Map").

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The seven Units identified as Units 1W, 2W, 3W, 4W, 5W, 6W and 7W and as set forth on the Amendment to Condominium Map (Exhibit A to first Amendment to Declaration of Aurora Square Condominiums) recorded as Plat #2009-23 with Reception Serial #2009-17635 on 3-19-09 in the Anchorage Recording District, are hereby added to the Common Interest Community.
2. Schedule A2, "Table of Interests" of the Declaration is hereby amended as set forth on Exhibit B attached hereto.

20th IN WITNESS WHEREOF, the Declarant has executed this First Amendment as of the day of March 2009.

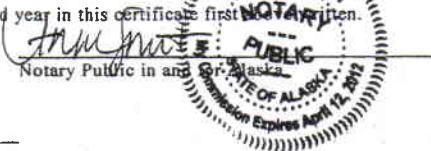
AURORA SQUARE LLC

Marlene T. Bateman
By: Marlene T. Bateman
Its: Managing Member

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on this 20 day of March, 2009, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Marlene T. Bateman, to me known and known to me to be the Managing Member of Aurora Square LLC, and known to me to be the person who signed the foregoing instrument, on behalf of said limited liability company, and s/he acknowledged to me that s/he signed and sealed the same as a free act and deed of the said company for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Members.

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



My Commission Expires: 04/12/12

EXHIBIT B

Ref: First Amendment to Declaration of Aurora Square Condominiums

SCHEDULE A-2: TABLE OF INTERESTS

<u>Unit No.</u>	<u>Percentage Share of Common Elements</u>	<u>Percentage share of Common Expenses</u>	<u>Vote in the Affairs of the Association</u>
1N	1/15	6.66	1
2N	1/15	6.66	1
3N	1/15	6.66	1
4N	1/15	6.66	1
5N	1/15	6.66	1
6N	1/15	6.66	1
7N	1/15	6.66	1
8N	1/15	6.66	1
1W	1/15	6.66	1
2W	1/15	6.66	1
3W	1/15	6.66	1
4W	1/15	6.66	1
5W	1/15	6.66	1
6W	1/15	6.66	1
7W	1/15	6.66	1



CC

A
L
A
S
K
A

2009-073415-0

Recording Dist: 301 - Anchorage
11/20/2009 12:00 PM Pages: 1 of 9



SECOND AMENDMENT TO
DECLARATION
OF
AURORA SQUARE CONDOMINIUMS
EXERCISING DEVELOPMENT RIGHTS
BY ADDING UNITS 1E THRU 7E

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Aurora Square LLC, an Alaska limited liability company, whose address is 5201 E. Northern Lights Boulevard, #2N, Anchorage, Alaska, 99508, ("Declarant") executed and caused to be recorded that certain Declaration of Aurora Square Condominiums, recorded on May 7, 2008, under Serial Number 2008-027001-0, and as amended by that First Amendment to Declaration of Aurora Square Condominiums, recorded March 20, 2009 under Serial Number 2009-017917-0, recorded in the Anchorage Recording District, Third Judicial District, State of Alaska, does hereby amend the ("Declaration") and does hereby declare:

WHEREAS, pursuant to the provisions of the Declaration and the Common Interest Ownership Act, Declarant desires to further amend the Declaration to add seven Units to Aurora Square Condominiums as more particularly described below. In connection with this Second Amendment, Declarant is recording currently with this Amendment the Plat and Plans, attached hereto as Exhibit "A".

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. The seven Units identified as Units 1E, 2E, 3E, 4E, 5E, 6E, and 7E as set forth on the Condominium Plat and Plans attached as Exhibit "A" are added to the Common Interest Community.

2. Schedule A-2, "Table of Interests" of the Declaration is hereby amended as set forth on Exhibit "B", attached hereto, which is substituted for the current Schedule A-2 of the Declaration which is declared null and void.

9

3. Section 9.1(c) is being amended to read as follows: No Unit may be leased except by a written lease with a minimum term of two months. The purpose of this Amendment is to make Section 9.1(c) consistent with 9.2(b).

4. Section 20.1 is being amended to correctly state the recording district as Anchorage Recording District, Third Judicial District, State of Alaska, instead of Palmer Recording District, Third Judicial District, State of Alaska.

In Witness Whereof, the Declarant has caused this Second Amendment to its Declaration of Aurora Square Condominiums to be executed this 19th day of November, 2009.

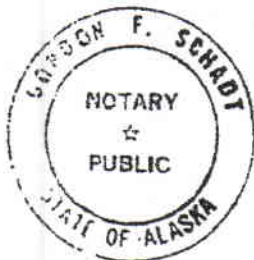
Aurora Square LLC

By: Marlene T. Bateman
Marlene T. Bateman, Managing Member

STATE OF ALASKA)
) ss.
Third Judicial District)

THIS IS TO CERTIFY that on this 19 day of November, 2009, before me, the undersigned, a Notary Public in and for Alaska, personally appeared **Marlene T. Bateman**, to me known and known to me to be the Managing Member of Aurora Square LLC named in the foregoing instrument, and she acknowledged to me that she had, in her official capacity aforesaid, executed the foregoing instrument as the free act and deed of Aurora Square LLC 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 the day and year in this certificate first above written.



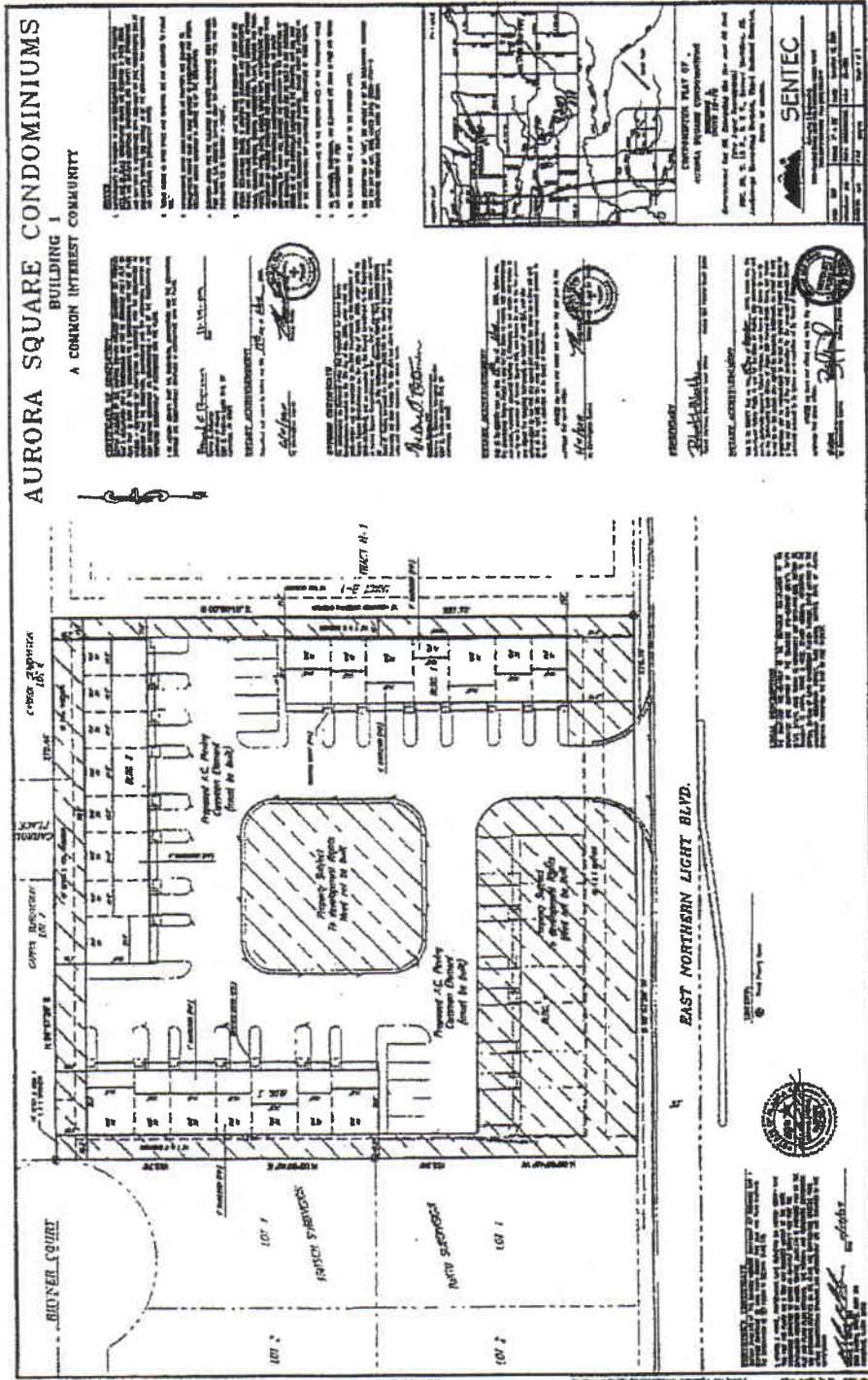
Gordon F. Schadt
NOTARY PUBLIC in and for Alaska.
My Commission Expires: 9/12/12



**AFTER RECORDING RETURN TO:
Aurora Square Condominiums
5201 E. Northern Lights Boulevard, #2N
Anchorage, Alaska 99508**



EXHIBIT "A"



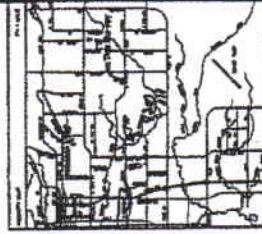
AURORA SQUARE CONDOMINIUMS
BUILDING I
A COMMON INTEREST COMMUNITY

1. THE UNIT OWNER SHALL MAINTAIN AND BE RESPONSIBLE FOR THE MAINTENANCE OF THE UNIT AND SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY AND ALL FINISHES, FIXTURES, EQUIPMENT, AND APPLIANCES WHICH ARE THE PROPERTY OF THE UNIT OWNER.

2. THE UNIT OWNER SHALL MAINTAIN AND BE RESPONSIBLE FOR THE MAINTENANCE OF THE UNIT AND SHALL BE RESPONSIBLE FOR THE REPAIR AND REPLACEMENT OF ANY AND ALL FINISHES, FIXTURES, EQUIPMENT, AND APPLIANCES WHICH ARE THE PROPERTY OF THE UNIT OWNER.

PROPERTY DESCRIPTION:
The property described herein is a portion of the Aurora Square Condominiums Building I, a common interest community, located in the City of Chicago, Cook County, Illinois.

LEGAL DESCRIPTION:
The property described herein is a portion of the Aurora Square Condominiums Building I, a common interest community, located in the City of Chicago, Cook County, Illinois.



CONDOMINIUM PLAN OF
AURORA SQUARE CONDOMINIUMS
BUILDING I

SENTEC

SENTEC REAL ESTATE SERVICES, INC.
1111 N. LAKE ST., SUITE 1000, CHICAGO, IL 60610
TEL: 312.763.1234 FAX: 312.763.1235
WWW.SENTEC.COM

THIS PLAN IS SUBJECT TO THE CHANGING CIRCUMSTANCES OF THE MARKET AND THE AVAILABILITY OF FINANCING. THE DEVELOPER RESERVES THE RIGHT TO MODIFY OR WITHDRAW THIS PLAN WITHOUT NOTICE AND WITHOUT LIABILITY TO THE PURCHASER.

SENTEC REAL ESTATE SERVICES, INC.
1111 N. LAKE ST., SUITE 1000, CHICAGO, IL 60610
TEL: 312.763.1234 FAX: 312.763.1235
WWW.SENTEC.COM



EXHIBIT "A" CONTINUED

REVISIONS

1	As Shown	10/1/71
2	As Shown	10/1/71
3	As Shown	10/1/71

APPROVED

Architect: *[Signature]*

Engineer: *[Signature]*

Inspector: *[Signature]*

PROJECT DATA

Project Name: *[Text]*

Location: *[Text]*

Client: *[Text]*

Contract No.: *[Text]*

Scale: *[Text]*

North Arrow

SECTION 1 - WALL SECTION

FLOOR PLAN

EXHIBIT "A" CONTINUED

NOTICE TO CONTRACTOR

The drawings on these sheets are the property of the U.S. Army Corps of Engineers and are loaned to you for your information only. They are not to be used for any other purpose without the written consent of the District Engineer. Any reproduction or use of these drawings without the written consent of the District Engineer is prohibited.

NOTICE TO ARCHITECT

The drawings on these sheets are the property of the U.S. Army Corps of Engineers and are loaned to you for your information only. They are not to be used for any other purpose without the written consent of the District Engineer. Any reproduction or use of these drawings without the written consent of the District Engineer is prohibited.

NOTICE TO CONTRACTOR

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NOTICE TO ARCHITECT

The drawings on these sheets are the property of the U.S. Army Corps of Engineers and are loaned to you for your information only. They are not to be used for any other purpose without the written consent of the District Engineer. Any reproduction or use of these drawings without the written consent of the District Engineer is prohibited.

The architectural drawings include a detailed floor plan of a building with multiple rooms, corridors, and structural elements. To the left, there is a cross-section diagram of a building structure, showing the internal framework and roof profile. The drawings are annotated with various dimensions and labels.

APPROVED FOR CONSTRUCTION

 District Engineer

APPROVED FOR CONSTRUCTION

 Architect

EXHIBIT "A" CONTINUED

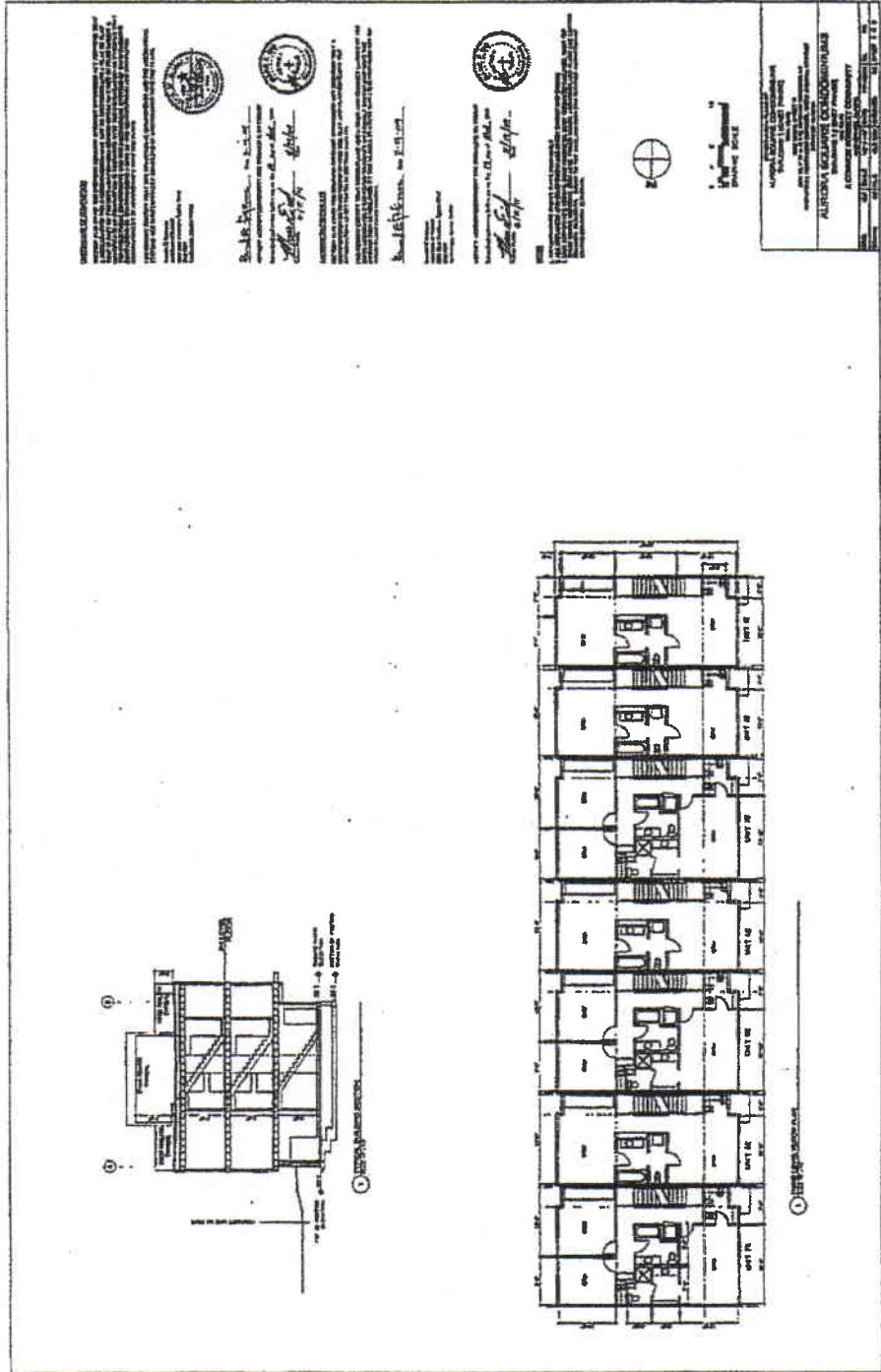


EXHIBIT "A" CONTINUED

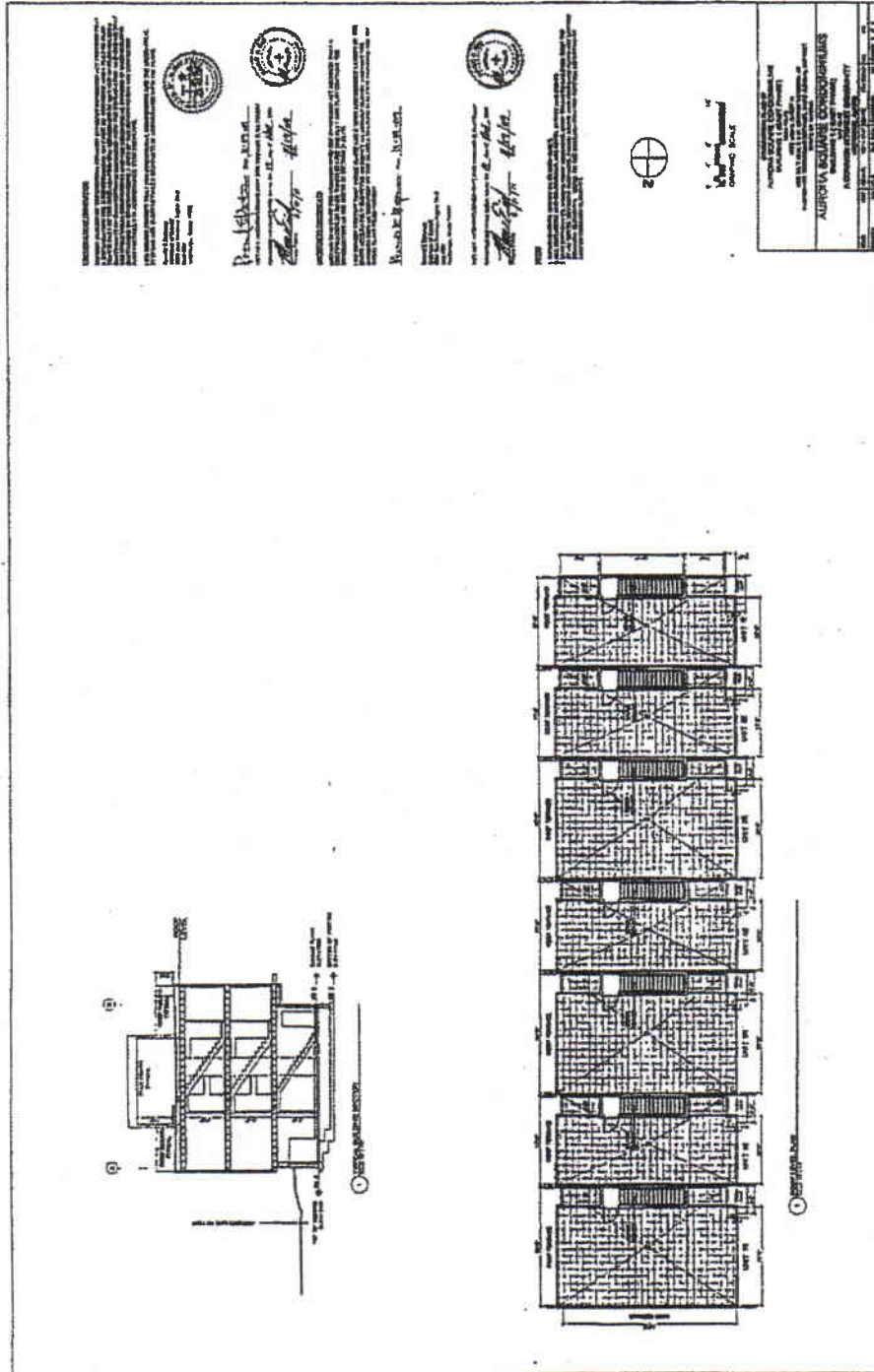


EXHIBIT B

Ref: Second Amendment to Declaration of Aurora Square Condominiums

SCHEDULE A-2: TABLE OF INTERESTS

<u>Unit No.</u>	<u>Fraction Share of Common Elements</u>	<u>Fraction Share of Common Expenses</u>	<u>Vote in the Affairs of the Association</u>
1N	1/22	1/22	1
2N	1/22	1/22	1
3N	1/22	1/22	1
4N	1/22	1/22	1
5N	1/22	1/22	1
6N	1/22	1/22	1
7N	1/22	1/22	1
8N	1/22	1/22	1
1W	1/22	1/22	1
2W	1/22	1/22	1
3W	1/22	1/22	1
4W	1/22	1/22	1
5W	1/22	1/22	1
6W	1/22	1/22	1
7W	1/22	1/22	1
1E	1/22	1/22	1
2E	1/22	1/22	1
3E	1/22	1/22	1
4E	1/22	1/22	1
5E	1/22	1/22	1
6E	1/22	1/22	1
7E	1/22	1/22	1





THIRD AMENDMENT TO DECLARATION

OF

AURORA SQUARE CONDOMINIUMS

EXERCISING DEVELOPMENT RIGHTS

BY ADDING UNITS 1S THRU 7S

WHEREAS, Aurora Square LLC, an Alaska limited liability company, whose address is 5201 E. Northern Lights Boulevard, #1S, Anchorage Alaska 99508 (“Declarant”) executed and caused to be recorded that certain Declaration of Aurora Square Condominiums, recorded on May 7, 2008, under Serial Number 2008-027001-0, and as amended by that First Amendment to Declaration of Aurora Square Condominiums, recorded March 20, 2009 under Serial Number 2009-017917-0, and as further amended by that Second Amendment to Declaration of Aurora Square Condominiums, recorded November 20, 2009 under Serial Number 2009-073415-0, in the Anchorage Recording District, Third Judicial District, State of Alaska, and

WHEREAS, pursuant to the provisions of the Declaration and the Common Interest Ownership Act, Declarant desires to further amend the Declaration to add seven Units to Aurora Square Condominiums as more particularly described below. In connection with this Third Amendment, Declarant is recording concurrently with this Amendment the Plat and Plans attached hereto as Exhibit “A”.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. The seven Units identified as Units 1S, 2S, 3S, 4S, 5S, 6S, and 7S as set forth on the Condominium Plat and Plans attached as Exhibit “A” are added to the Common Interest Community.

2. Schedule A-2, "Table of Interests" of the Declaration is hereby amended as set forth on Exhibit "B" attached hereto, which is substituted for the current Schedule 2 of the Declaration which is declared null and void.

In Witness Whereof, the Declarant has caused this Third Amendment to the Declaration of Aurora Square Condominiums to be executed this 18th day of April, 2011.

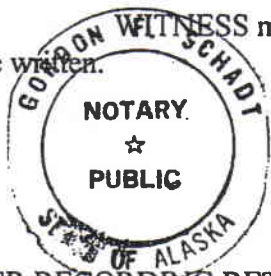
Aurora Square LLC

By: Marlene T. Bateman
Marlene T. Bateman, Managing Member

STATE OF ALASKA)
) ss.
Third Judicial District)

THIS IS TO CERTIFY that on this 18 day of April, 2011, before me, the undersigned, a Notary Public in and for Alaska, personally appeared **Marlene T. Bateman**, to me known and known to me to be the Managing Member of Aurora Square LLC named in the foregoing instrument, and she acknowledged to me that she had, in her official capacity, executed the foregoing instrument as the free act and deed of Aurora Square LLC for the uses and purposes therein expressed pursuant to its operating agreement or a resolution of its Members.

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



Gordon F. Schadt
NOTARY PUBLIC in and for Alaska
My Commission Expires: 9/12/2012

AFTER RECORDING RETURN TO: Aurora Square Condominiums, 5201 E. Northern Lights Boulevard, Unit #1S, Anchorage, Alaska 99508

Third Amendment to Declaration of Aurora Square Condominiums

APPROVAL OF CONTRACT:
 I HEREBY APPROVE THE CONTRACT AND THE AGREEMENTS HEREON, AND I AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF SAID CONTRACT AND AGREEMENTS, AND I AGREE TO HOLD THE CONTRACTOR HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST OR INCURRED BY THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS OR EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SAID CONTRACT AND AGREEMENTS.

 [Signature]
 [Title]
 [Date]

 [Signature]
 [Title]
 [Date]

 [Signature]
 [Title]
 [Date]

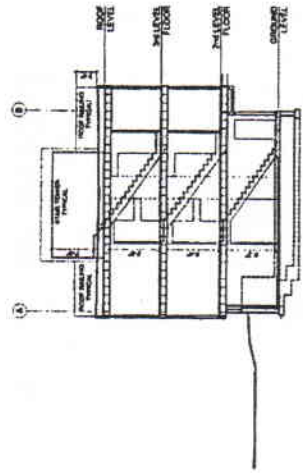
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 [Title]
 [Date]

 [Signature]
 [Title]
 [Date]

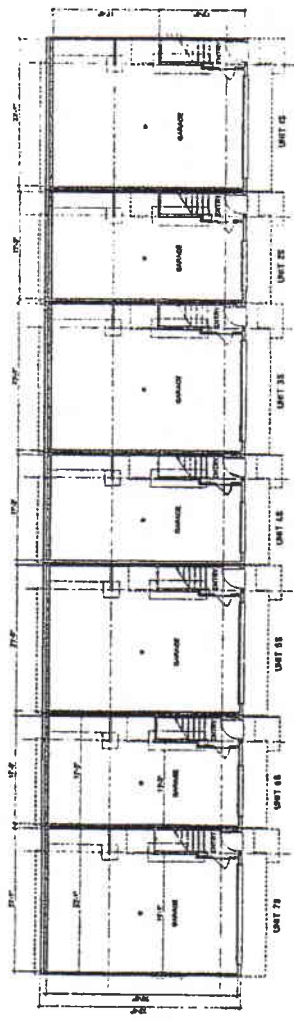
 [Signature]
 [Title]
 [Date]

 [Signature]
 [Title]
 [Date]

 [Signature]
 [Title]
 [Date]



1. TYPICAL BUILDING SECTION



2. FLOOR PLAN



Exhibit A p.2

CONSENT OF COVENANTS
 THESE COVENANTS SHALL APPLY TO THE UNITS AND COMMON AREAS DESCRIBED HEREIN AND SHALL BE BINDING ON ALL OWNERS AND OCCUPANTS OF SAID UNITS AND COMMON AREAS. THE COVENANTS SHALL BE ENFORCED BY THE BOARD OF DIRECTORS OF THE COMMON INTEREST COMMUNITY. THE COVENANTS SHALL NOT BE SUBJECT TO ANY OTHER COVENANTS, CONDITIONS OR RESTRICTIONS. THE COVENANTS SHALL BE ENFORCED BY THE BOARD OF DIRECTORS OF THE COMMON INTEREST COMMUNITY. THE COVENANTS SHALL NOT BE SUBJECT TO ANY OTHER COVENANTS, CONDITIONS OR RESTRICTIONS.



[Signature]
 Date: 4-10-2011
 Title: Surveyor



[Signature]
 Date: 4-10-2011
 Title: Surveyor

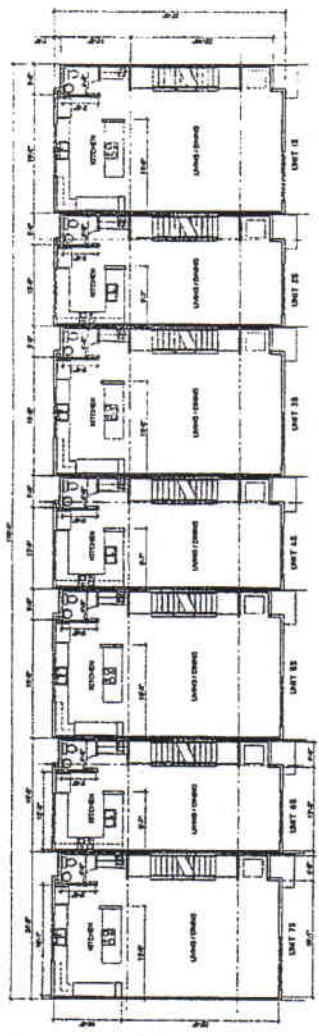
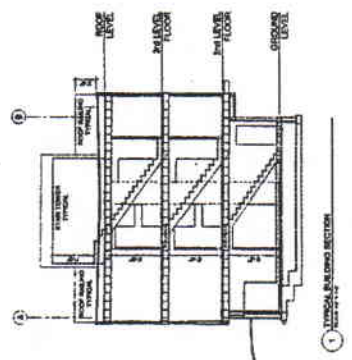
[Signature]
 Date: 4-10-2011
 Title: Surveyor



[Signature]
 Date: 4-10-2011
 Title: Surveyor



OWNER:	100% EQUITY	100% EQUITY	100% EQUITY
DEVELOPER:	100% EQUITY	100% EQUITY	100% EQUITY
CONTRACTOR:	100% EQUITY	100% EQUITY	100% EQUITY
DATE:	4-10-2011	4-10-2011	4-10-2011



1 SECOND FLOOR PLAN

Exhibit A p.3

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES.



APPROVED FOR CONSTRUCTION

James R. Smith
Professional Engineer
No. 123456789
State of Illinois

APPROVED FOR CONSTRUCTION

John D. Doe
Professional Engineer
No. 987654321
State of Illinois

APPROVED FOR CONSTRUCTION

Robert E. Roe
Professional Engineer
No. 567890123
State of Illinois

APPROVED FOR CONSTRUCTION

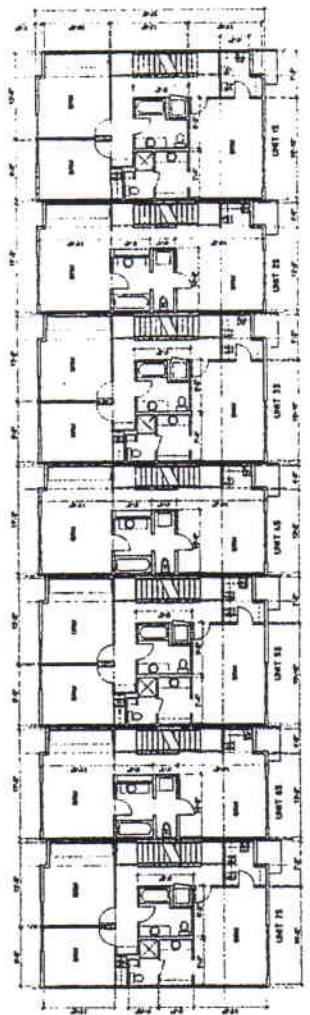
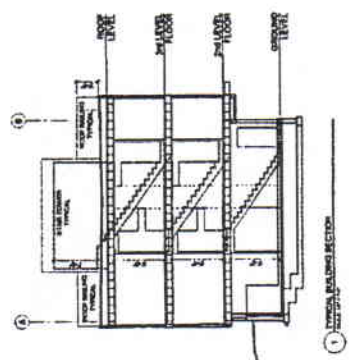
William F. Foe
Professional Engineer
No. 345678901
State of Illinois

APPROVED FOR CONSTRUCTION

Thomas G. Goe
Professional Engineer
No. 234567890
State of Illinois



UNIVERSITY OF ILLINOIS	
ARCHITECTURAL DEPARTMENT	
BUILDING & SECURITY PHASE	
NO. 123456789	
DRAWING 3 OF 8	
AURORA SQUARE TOWNHOMES	
BUILDING & SECURITY PHASE	
A COMMUNITY DEVELOPMENT PROJECT	
CHICAGO, ILLINOIS	
DATE	NOV 15 2011
SCALE	AS SHOWN
PROJECT NO.	123456789
DESIGNER	J.R.S.
CHECKED	J.D.D.
DATE	NOV 15 2011



1 GROUND FLOOR PLAN

Exhibit A p.4



GENERAL NOTES:

1. THE ARCHITECT HAS CONDUCTED VISUAL GENERAL SURVEYS OF THE PROJECT AND HAS OBSERVED THE EXISTING CONDITIONS. THE ARCHITECT HAS NOT CONDUCTED A DETAILED SURVEY OF THE PROJECT AND HAS NOT OBSERVED THE EXISTING CONDITIONS IN DETAIL. THE ARCHITECT HAS NOT CONDUCTED A DETAILED SURVEY OF THE PROJECT AND HAS NOT OBSERVED THE EXISTING CONDITIONS IN DETAIL.



[Handwritten signature]
 ARCHITECT



[Handwritten signature]
 ENGINEER

[Handwritten signature]
 ARCHITECT

[Handwritten signature]
 ARCHITECT

[Handwritten signature]
 ARCHITECT

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 ARCHITECT

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 ARCHITECT

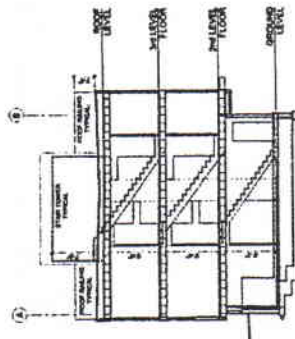
[Handwritten signature]
 ARCHITECT

[Handwritten signature]
 ARCHITECT

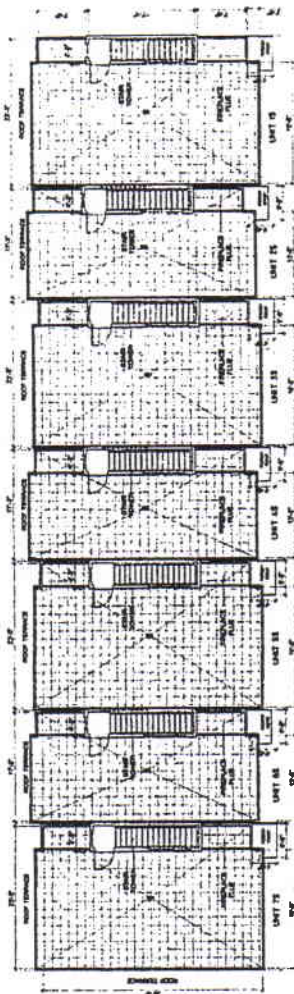
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 ARCHITECT

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 ARCHITECT

[Handwritten signature]
 ARCHITECT



1. TYPICAL BUILDING SECTION



1. SECOND FLOOR PLAN



AURORA SQUARE TOWNHOMES
 BUILDING 4 (SOUTH PHASE)
 1500 S. 10TH AVENUE, SUITE 100
 CHICAGO, ILLINOIS 60605

Exhibit A p. 5

EXHIBIT B

Ref: Third Amendment to Declaration of Aurora Square Condominiums

SCHEDULE A-2: TABLE OF INTERESTS

<u>Unit No.</u>	<u>Fractional Share of Common Elements</u>	<u>Fractional Share of Common Expenses</u>	<u>Vote in the Affairs of the Association</u>
1N	1/29	1/29	1
2N	1/29	1/29	1
3N	1/29	1/29	1
4N	1/29	1/29	1
5N	1/29	1/29	1
6N	1/29	1/29	1
7N	1/29	1/29	1
8N	1/29	1/29	1
1W	1/29	1/29	1
2W	1/29	1/29	1
3W	1/29	1/29	1
4W	1/29	1/29	1
5W	1/29	1/29	1
6W	1/29	1/29	1
7W	1/29	1/29	1
1E	1/29	1/29	1
2E	1/29	1/29	1
3E	1/29	1/29	1
4E	1/29	1/29	1
5E	1/29	1/29	1
6E	1/29	1/29	1
7E	1/29	1/29	1
1S	1/29	1/29	1
2S	1/29	1/29	1
3S	1/29	1/29	1
4S	1/29	1/29	1
5S	1/29	1/29	1
6S	1/29	1/29	1
7S	1/29	1/29	1



CERTEIFICATE OF COMPLETION

SECTION 31000-10 TO THE IBC CODE CONSTRUCTION OF MECHANICAL SYSTEMS. THAT THE PLANS AND SPECIFICATIONS FOR THE MECHANICAL SYSTEMS HAVE BEEN REVIEWED AND APPROVED BY THE ENGINEER AND THAT THE MECHANICAL SYSTEMS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE IBC CODE. THE ENGINEER'S OBLIGATION IS LIMITED TO THE MECHANICAL SYSTEMS SHOWN ON THESE PLANS AND SPECIFICATIONS. THE ENGINEER DOES NOT WARRANT OR GUARANTEE THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED HEREON. THE OWNER'S RESPONSIBILITY IS TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND TO COMPLY WITH ALL APPLICABLE REGULATORY REQUIREMENTS. THE ENGINEER'S LIABILITY IS LIMITED TO THE MECHANICAL SYSTEMS SHOWN ON THESE PLANS AND SPECIFICATIONS. THE ENGINEER DOES NOT WARRANT OR GUARANTEE THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED HEREON. THE OWNER'S RESPONSIBILITY IS TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND TO COMPLY WITH ALL APPLICABLE REGULATORY REQUIREMENTS.

Project Name: _____
 Project Address: _____
 City: _____ State: _____
 Date: _____



MUTUAL ACKNOWLEDGMENT FOR RESIDENTIAL BATHING
 Subscribed and sworn before me on the ____ day of _____, 2011.
 Home #441:

ARCHITECT RELEASE

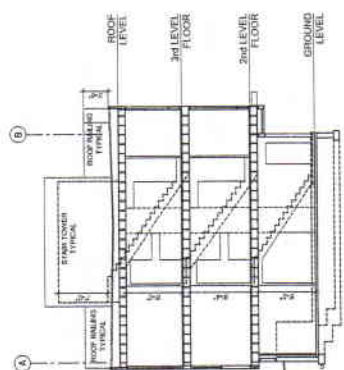
SECTION 31000-10 TO THE IBC CODE CONSTRUCTION OF MECHANICAL SYSTEMS. THAT THE PLANS AND SPECIFICATIONS FOR THE MECHANICAL SYSTEMS HAVE BEEN REVIEWED AND APPROVED BY THE ARCHITECT AND THAT THE MECHANICAL SYSTEMS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE IBC CODE. THE ARCHITECT'S OBLIGATION IS LIMITED TO THE MECHANICAL SYSTEMS SHOWN ON THESE PLANS AND SPECIFICATIONS. THE ARCHITECT DOES NOT WARRANT OR GUARANTEE THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED HEREON. THE OWNER'S RESPONSIBILITY IS TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND TO COMPLY WITH ALL APPLICABLE REGULATORY REQUIREMENTS.

Subscribed and sworn before me on the ____ day of _____, 2011.
 Home #441:

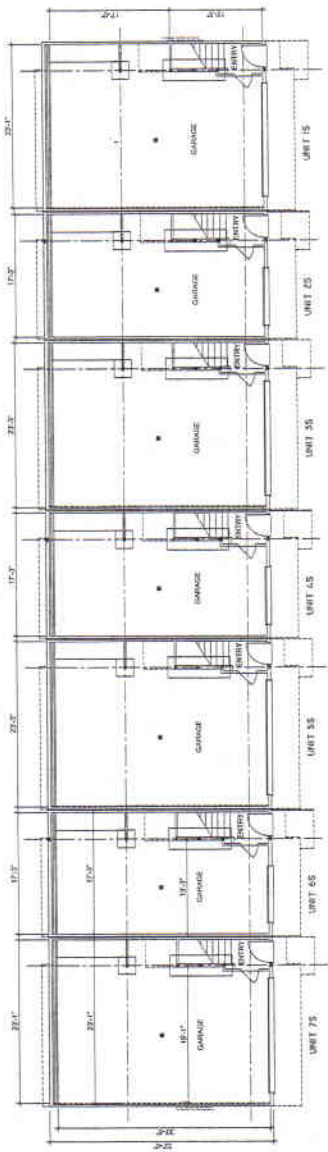
MUTUAL ACKNOWLEDGMENT FOR PRINCIPAL BATHING
 Subscribed and sworn before me on the ____ day of _____, 2011.
 Home #441:

NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS AND DIMENSIONS ARE GIVEN IN FEET AND INCHES.
3. ALL DIMENSIONS AND DIMENSIONS ARE GIVEN IN FEET AND INCHES.
4. ALL DIMENSIONS AND DIMENSIONS ARE GIVEN IN FEET AND INCHES.
5. ALL DIMENSIONS AND DIMENSIONS ARE GIVEN IN FEET AND INCHES.
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7. ALL DIMENSIONS AND DIMENSIONS ARE GIVEN IN FEET AND INCHES.
8. ALL DIMENSIONS AND DIMENSIONS ARE GIVEN IN FEET AND INCHES.
9. ALL DIMENSIONS AND DIMENSIONS ARE GIVEN IN FEET AND INCHES.
10. ALL DIMENSIONS AND DIMENSIONS ARE GIVEN IN FEET AND INCHES.



1 TYPICAL BUILDING SECTION



1 GROUND FLOOR PLAN

CONDOMINIUM PLAN OF
 AURORA SQUARE TOWNHOMES
 WITH RESERVATION OF COMMON INTEREST
 REC.# 21-123-43.31-13-18-0000-0000-0000-0000

DRAWING 2 of 3

AURORA SQUARE TOWNHOMES
 UNIT 15 RESERVATION OF COMMON INTEREST COMMUNITY
 A COMMON INTEREST COMMUNITY

DATE	SCALE	DRAWN BY	CHECKED BY	DATE	SCALE	DRAWN BY	CHECKED BY
11/15/11	1/4" = 1'-0"	JL	JL	11/15/11	1/4" = 1'-0"	JL	JL

CONSTRUCTION COMPLIANCE:

BEFORE COMMENCING THE WORK, THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE LOCAL JURISDICTION. ALL WORK SHALL BE IN ACCORDANCE WITH THE LOCAL CODES AND REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR COMPLYING WITH ALL LOCAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR COMPLYING WITH ALL LOCAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR COMPLYING WITH ALL LOCAL REQUIREMENTS.

I HEREBY CERTIFY THAT THE STRUCTURAL CONTRACTOR HAS REVIEWED THE PLANS AND FOUND THEM TO BE IN ACCORDANCE WITH THE LOCAL CODES AND REGULATIONS. I HAVE NO OBJECTION TO THE CONTRACTOR'S PERFORMANCE OF THE WORK UNDER THE CONTRACT. I HAVE NO OBJECTION TO THE CONTRACTOR'S PERFORMANCE OF THE WORK UNDER THE CONTRACT.



NOTARY ACKNOWLEDGMENT FOR RONALD E. DUNCAN
 Subscribed and sworn before me on this _____ day of _____, 2011.
 My Notary Public: _____

ARCHITECT CERTIFICATE:

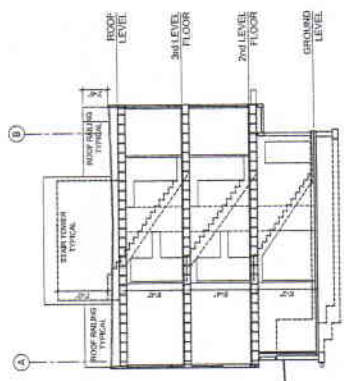
BEFORE COMMENCING THE WORK, THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE LOCAL JURISDICTION. ALL WORK SHALL BE IN ACCORDANCE WITH THE LOCAL CODES AND REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR COMPLYING WITH ALL LOCAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR COMPLYING WITH ALL LOCAL REQUIREMENTS.

NOTARY ACKNOWLEDGMENT FOR RONALD E. DUNCAN
 Subscribed and sworn before me on this _____ day of _____, 2011.
 My Notary Public: _____

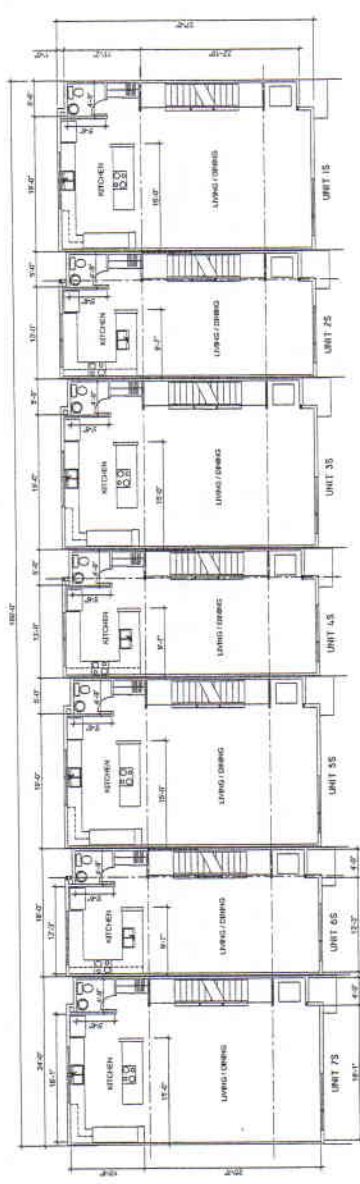
Ronald E. Duncan
 2700 East Prothonotary Lane
 Tallahassee, Florida 32309

NOTARY ACKNOWLEDGMENT FOR RONALD E. DUNCAN
 Subscribed and sworn before me on this _____ day of _____, 2011.
 My Notary Public: _____

NOTES:
 1. IMPROVEMENTS SHOWN ON THESE PLANS SHALL BE IN ACCORDANCE WITH THE LOCAL CODES AND REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR COMPLYING WITH ALL LOCAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR COMPLYING WITH ALL LOCAL REQUIREMENTS.



1. TYPICAL BUILDING SECTION



1. SECOND LEVEL FLOOR PLAN

CONDOMINIUM PLAN OF
AURORA SQUARE TOWNHOMES
 BUILDING 4 (SOUTH PHASE)
 816 Z.T. AV. S.W. SEVENHILLS, FL
 DRAWING 3 OF 5

AURORA SQUARE TOWNHOMES
 BUILDING 4 (SOUTH PHASE)
 A COMMUNITY DEVELOPMENT PROJECT

OWNER:	1307 SCALE:	1/4" = 1'-0"	DATE:	3/20/2011	BY:	RD
DESIGNER:	1/8" = 1'-0"	DATE:	3/20/2011	BY:	RD	RD

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES.



NOTARY ACKNOWLEDGMENT FOR RONALD E. BERMAN
 Subscribed and sworn before me on this _____ day of _____, 2011.
 Notary Public: _____

ARCHITECTURAL:

SECTION-SHOWN: THE COMMON INTEREST DEVELOPMENT ACT REQUIRES THAT THE ARCHITECTURAL COMPONENTS OF THE DEVELOPMENT BE SHOWN IN A SECTION-SHOWN AS SET FORTH IN SECTION 20-10-01. THE ARCHITECTURAL COMPONENTS OF THE DEVELOPMENT SHALL BE SHOWN IN A SECTION-SHOWN AS SET FORTH IN SECTION 20-10-01.

NOTARY ACKNOWLEDGMENT FOR RONALD E. BERMAN
 Subscribed and sworn before me on this _____ day of _____, 2011.
 Notary Public: _____

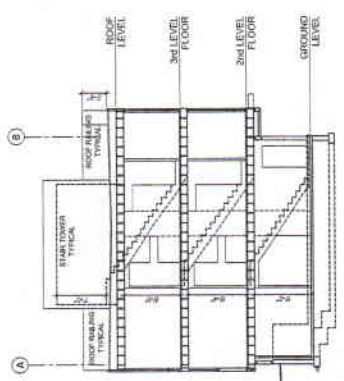
Ronald E. Berman
 1200 East Madison Street, Suite 100
 Chicago, Illinois 60604

NOTARY ACKNOWLEDGMENT FOR RONALD E. BERMAN
 Subscribed and sworn before me on this _____ day of _____, 2011.
 Notary Public: _____

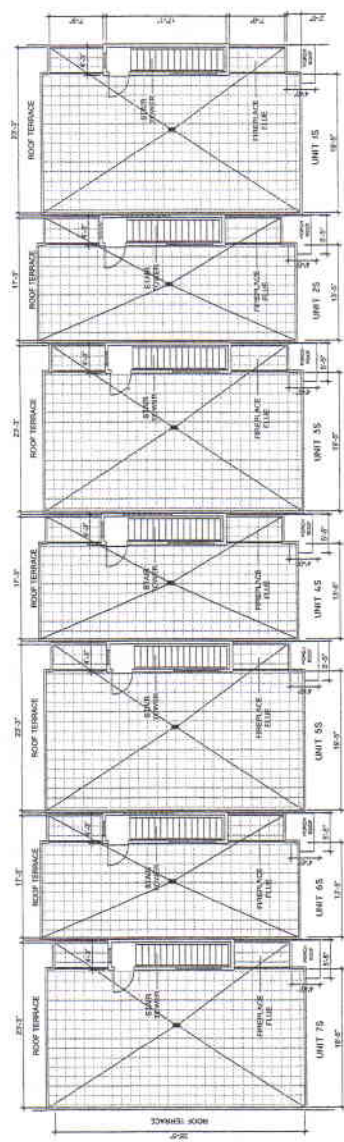
NOTES:
 1. UNIMPROVED (BLIND) SHALL BE BUILT.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES.



GOVERNMENT OF ILLINOIS
 AURORA SQUARE TOWNHOMES
 BUILDING 4 (SOUTH PHASE)
 SEC. 21 & 22 & 23 & 24 & 25 & 26 & 27 & 28 & 29 & 30 & 31 & 32 & 33 & 34 & 35 & 36 & 37 & 38 & 39 & 40 & 41 & 42 & 43 & 44 & 45 & 46 & 47 & 48 & 49 & 50 & 51 & 52 & 53 & 54 & 55 & 56 & 57 & 58 & 59 & 60 & 61 & 62 & 63 & 64 & 65 & 66 & 67 & 68 & 69 & 70 & 71 & 72 & 73 & 74 & 75 & 76 & 77 & 78 & 79 & 80 & 81 & 82 & 83 & 84 & 85 & 86 & 87 & 88 & 89 & 90 & 91 & 92 & 93 & 94 & 95 & 96 & 97 & 98 & 99 & 100



1 TYPICAL BUILDING SECTION



1 GRID LEVEL PLAN

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF AURORA AND THE ILLINOIS DEPARTMENT OF PUBLIC SAFETY (DPS) PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF AURORA AND THE ILLINOIS DEPARTMENT OF PUBLIC SAFETY (DPS) PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF AURORA AND THE ILLINOIS DEPARTMENT OF PUBLIC SAFETY (DPS) PRIOR TO THE START OF CONSTRUCTION.



Ronald E. Dineen
Professional Engineer
No. 123456789
State of Illinois

DATE: _____
PROJECT: _____
SHEET NO.: _____ OF _____

CONTRACTOR'S CHECKLIST:

1. VERIFY ALL PERMITS ARE IN PLACE AND VALID.
2. VERIFY ALL MATERIALS AND METHODS ARE APPROVED BY THE CITY OF AURORA AND THE ILLINOIS DEPARTMENT OF PUBLIC SAFETY (DPS).
3. VERIFY ALL CONSTRUCTION IS IN ACCORDANCE WITH THE CITY OF AURORA AND THE ILLINOIS DEPARTMENT OF PUBLIC SAFETY (DPS) REQUIREMENTS.

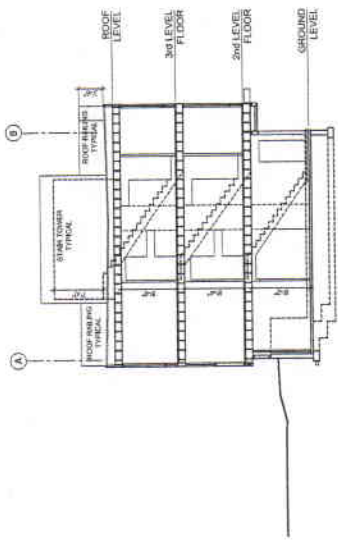
DATE: _____

Ronald E. Dineen
Professional Engineer
No. 123456789
State of Illinois

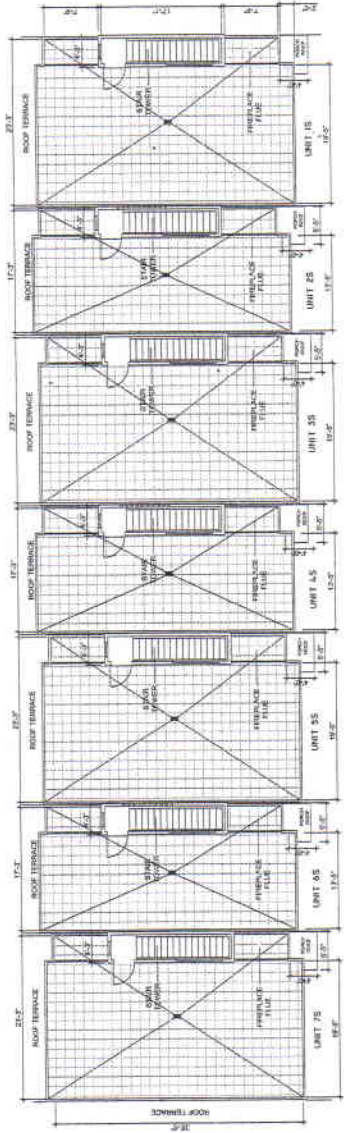
PROJECT: _____

NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF AURORA AND THE ILLINOIS DEPARTMENT OF PUBLIC SAFETY (DPS) PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF AURORA AND THE ILLINOIS DEPARTMENT OF PUBLIC SAFETY (DPS) PRIOR TO THE START OF CONSTRUCTION.



1 TYPICAL BUILDING SECTION



1 ROOF LEVEL PLAN

CONTRACTOR: _____	CHECKED BY: _____
DATE: _____	PROJECT: _____
SCALE: _____	SHEET NO.: _____ OF _____
AURORA SQUARE TOWNHOMES	
A COMMUNITY DEVELOPMENT PROJECT	
DESIGNED BY: _____	DATE: _____
CHECKED BY: _____	PROJECT: _____
SCALE: _____	SHEET NO.: _____ OF _____

GENERAL NOTES:

SECTION 4.00 OF THE ORIGINAL CONDOMINIUM REGULATIONS (CONDOMINIUM ACT FROM JAN 2014) APPLICABLE TO THE CONDOMINIUM REGULATIONS IS INCORPORATED BY REFERENCE INTO THIS PLAN. THE DATE OF COMPLETION IS 01/01/2014. THE CONDOMINIUM REGULATIONS ARE SUBJECT TO THE CONDOMINIUM ACT AND THE CONDOMINIUM ACT IS SUBJECT TO THE CONDOMINIUM ACT AND THE CONDOMINIUM ACT IS SUBJECT TO THE CONDOMINIUM ACT.



Richard B. Williams
 Architect of Record
 License No. 12345
 License Exp. 12/31/2018

DATE: _____
 PROJECT: _____
 SHEET NO.: _____

DESCRIPTION:

CONDOMINIUM REGULATIONS FOR THE PROJECT. THE CONDOMINIUM REGULATIONS ARE SUBJECT TO THE CONDOMINIUM ACT AND THE CONDOMINIUM ACT IS SUBJECT TO THE CONDOMINIUM ACT.

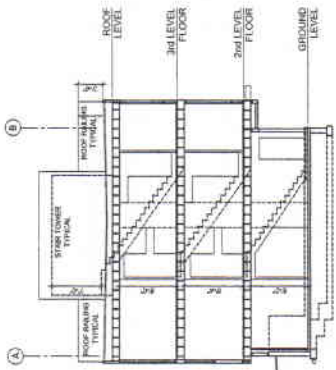
DATE: _____

Richard B. Williams
 Architect of Record
 License No. 12345
 License Exp. 12/31/2018

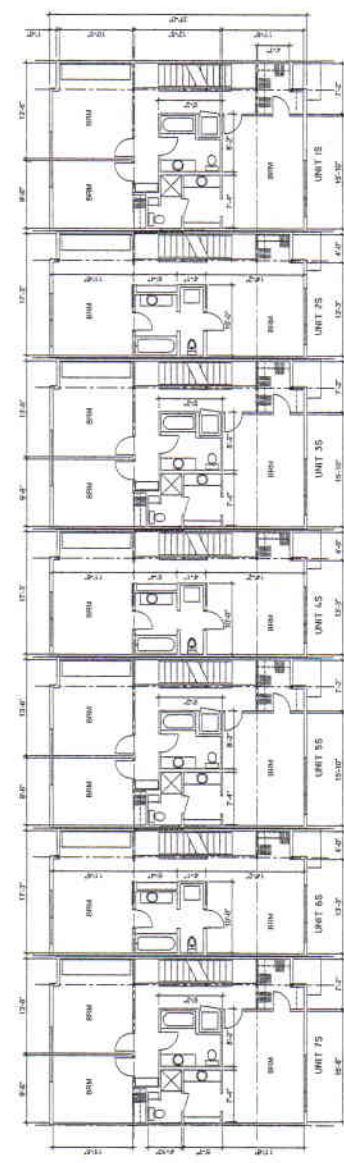
DATE: _____

NOTES:

1. DIMENSIONS SHOWN UNLESS OTHERWISE NOTED.
2. FINISHES AS NOTED.
3. UNITS SHALL BE AS NOTED.
4. REFER TO THE CONDOMINIUM REGULATIONS FOR THE PROJECT.



1 TYPICAL BUILDING SECTION



1 1ST LEVEL FLOOR PLAN

CONDOMINIUM REGULATIONS FOR
AURORA SQUARE TOWNHOMES
 BUILDING 4 (SOUTH PHASE)
 PROJECT NO. 2018-001
 DATE: 10/15/2018

AURORA SQUARE TOWNHOMES
 BUILDING 4 (SOUTH PHASE)
 A COMMUNITY DEVELOPMENT PROJECT

DATE:	10/15/2018	SCALE:	1/8" = 1'-0"	SHEET:	10/15/2018	NO.:	001
DRAWN:	MB	FILE:	18-1018	CHECKED:	MB	CHECKED BY:	MB



STATUTORY QUITCLAIM DEED
CONVEYING INTEREST IN COMMON AREAS TO UNIT OWNERS
Alaska Stat. § 34.15.040

The Grantor, **Aurora Square LLC**, an Alaska limited liability company, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, conveys and quitclaims to the Grantee, **Aurora Square Condominiums Homeowner's Association, Inc. Unit Owners**, and to their successors and assigns forever, all of its right, title, and interest in the common areas of the condominiums pursuant to the Declaration of Aurora Square Condominiums, recorded on May 7, 2008, under Serial Number 2008-027001-0, and as amended located on the following described real property:

The Southeast one-quarter of the Southwest one-quarter of the Southeast one-quarter of the Southeast one-quarter (SE 1/4 SW 1/4 SE 1/4 SE 1/4), also known as Government Lot Sixty-Two (62), Section 22, Township 13 North, Range 3 West, Seward Meridian, being located in the Anchorage Recording District, Third Judicial District, State of Alaska, EXCEPTING THEREFROM the East 60 feet thereof.

SUBJECT TO terms and conditions contained in the Patent, and easements, reservations, restrictions, covenants, conditions, exceptions, rights-of-way, encumbrances, and other matters of record, if any.

DATED this 18th day of April, 2011.

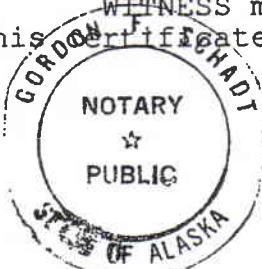
Aurora Square LLC

By: Marlene T. Bateman
Marlene T. Bateman, Managing Member

STATE OF ALASKA)
) ss.
Third Judicial District)

THIS IS TO CERTIFY that on this 18 day of April, 2011, before me, the undersigned, a Notary Public in and for Alaska, personally appeared **Marlene T. Bateman**, to me known and known to me to be the Managing Member of Aurora Square LLC named in the foregoing instrument, and she acknowledged to me that she had, in her official capacity, executed the foregoing instrument as the free act and deed of Aurora Square LLC for the uses and purposes therein expressed pursuant to its operating agreement or a resolution of its Members.

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



Gordon F. Shady
NOTARY PUBLIC in and for Alaska
My Commission Expires:
4/13/2012

Grantor's Address:
Aurora Square, LLC
5201 E. Northern Lights Boulevard, Unit #1S
Anchorage, Alaska 99508

AFTER RECORDING RETURN TO:
Grantee's Address:
Aurora Square Home Owner's
Association Unit Owners
5201 E. Northern Lights Boulevard, Unit #1S
Anchorage, Alaska 99508