

## DECLARATION OF CONDOMINIUM OWNERSHIP

## PIEDMONT WEST CONDOMINIUMS

Pursuant to the Alaska Horizontal Property Regimes Act, the following condominium plan for Piedmont West Condominiums, including the covenants, conditions, restrictions, and preservation of easements contained herein and filed of record are hereby adopted.

This declaration made and entered into this 7<sup>th</sup> day of April, 1983, by Kilihune, Inc., hereinafter called "Declarant".

ARTICLE I.  
OWNERSHIP, SUBMISSION AND DESCRIPTION

1. Ownership. The Declarant's address is 30<sup>th</sup> West 36th Ave.  
Anchorage, Alaska 99503. The Property as described in Exhibit "A", including any improvements, shall be referred to as "Piedmont West Condominiums".

2. Submission to the Act. The Declarant hereby submits Piedmont West Condominiums to the provisions of the Horizontal Property Regimes Act (condominiums) of the State of Alaska (A.S. 34.07.010 et seq.) as now existing or hereafter amended.

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

4. Conveyance of Unit, Common Area and Limited Common Area. Declarant, its successors, assigns, and grantees, covenant and agree that the undivided interest in the common area and limited common area and fee titles to the respective units conveyed therewith shall not be separated or separately conveyed and each individual interest shall be deemed to be conveyed or encumbered with its respective unit even though the description in the instrument of conveyance or encumbrance may refer only to the unit. Subsequent to the initial sales of the condominiums, any conveyance of a condominium unit, or any portion thereof, shall be presumed to convey the entire condominium unit and its respective interest in the common areas and limited common areas.

5. Description of Buildings. The project consists of eight wooden-frame, concrete block foundation, buildings containing a total of 101 condominium units. Additional building details are set forth on the survey and floor plans filed simultaneously herewith.

ARTICLE II.  
DEFINITIONS

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1. Parcel. "Parcel" shall mean the entire tract of real estate as described in Exhibit "A".

2. Property. "Property" shall mean the land, the building, all its improvements and structures, and all easements, rights, and appurtenances belonging to it, none of which shall be considered a security or security interest, and all articles of personalty intended for use in connection with it which have been or are intended for the mutual use, benefit, or enjoyment of the unit owners.

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

4. Unit. "Unit" shall mean and include the elements of a condominium not owned in common with the owners of the other condominiums in the property; each of the units in a multi-family structure, each separately described and designated in Exhibit "B" which is attached and incorporated herein by this reference, shall be a separate freehold estate consisting of the space bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows, and doors of each unit. In interpreting deeds, the declaration and plans, the existing physical boundaries of the unit or units constructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the description expressed in the deed, plan or declaration, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries as shown on the plan or on the deed and declaration and those of the building as constructed. Concurrently with the recording of this Declaration, a survey map and floor plan of the project is being filed in the Anchorage Recording District, Third Judicial District, State of Alaska, under File No. 83-100.

5. Unit Owner. "Unit Owner" shall mean the person or persons holding a fee simple estate in a unit, together with an undivided fee simple interest in the common areas and facilities in the percentage specified and established herein.

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

7. Limited Common Areas. "Limited Common Areas" shall mean and include all areas for which exclusive easements are reserved for the benefit of unit owners, including balconies for certain unit owners, carports for each unit owner and a storage area for each unit owner as shown on the set of floor plans filed simultaneously herewith or which are designated in this declaration as reserved for the use of certain owners to the exclusion of other unit owners as listed in Exhibit "C" attached hereto and incorporated herein by reference.

8. Common Areas. "Common areas" shall mean and include all areas on the property and all the land described in Exhibit "A" and every air space above, except the units, and shall further include for maintenance purposes of the Association, all laundry rooms, storage rooms in buildings 1, 5 and 7, mechanical rooms, washers and dryers, gas lines, water lines, water heaters, boilers, waste water pipes, all sewer pipes, all ducts, chutes, access doors for the crawl space below each building, conduits, wires, and other utility installations of the multi-family structures wherever located except the outlets thereof when located within the units, all bearing walls, columns, floors, the roof, slab, foundation, walkways, exterior stairways, landscaping, partition walls between all units except for surfaces of such partition walls facing the unit, exterior walls, any parking areas not designated hereinafter as "limited common areas", and all other parts and property necessary or convenient to its existence.

9. Association. "Association" shall mean the Piedmont West Condominium Owners' Association.

10. Common Assessments. Common assessment shall mean a charge against each unit owner and his condominium unit representing a portion of the cost to the Association for maintaining, improving, repairing and managing the project and all other common expenses, including reserves for future repairs and replacement.

11. Special Assessments. All further assessments provided by this Declaration which are not common assessments shall be deemed Special Assessments. Special Assessments shall include but not be limited to the following:

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

(b) Reconstruction Assessment shall mean a charge against each unit owner and his condominium unit, representing a portion of the cost of the Association for reconstruction of any portion or portions of the project pursuant to this Declaration.

(c) Other Special Assessments shall mean a charge against a particular unit owner and his condominium, directly attributable to the unit owner, equal to the cost incurred or levied by the Association for late charges, fines, interest charges, corrective actions, or other items pursuant to the provisions of this Declaration.

12. Common Expenses. "Common expenses" shall mean the actual and estimated costs of maintenance, management, operation, repair and replacement of the common areas and limited common areas (to the extent not paid by the unit owner when responsible for payment), including unpaid special reconstruction and capital improvement assessments; costs of management and administration of the Association, including but not limited to, compensation paid by the Association to managers, accountants, attorneys and/or other employees; the costs of utilities, gardening and other services benefiting the common areas and limited common areas; the costs of fire, casualty, liability, Directors and officers, Workmen's Compensation, and other insurance covering the project; the costs of bonding employees or members of the management body; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the entire property or portions thereof; and the costs of any other item or items designated by the association in accordance with the provisions of this Declaration and Bylaws.

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

14. Mortgage, Mortgagee, Mortgagor. Reference in this Declaration to a mortgage shall be deemed to include a deed of trust. Reference to a mortgagor shall be deemed to include the trustor of a deed of trust. Reference to a mortgagee shall be deemed to include the beneficiary of a deed of trust.

### ARTICLE III. RESIDENCE AND USE RESTRICTIONS

1. Residence and Use of Units. The use of any unit shall not violate the terms of this Declaration, the Bylaws or the rules and regulations of the Association.

2. Nuisances. No noxious or offensive activities (including but not limited to the repair of automobiles) shall be carried on upon the property. No horns, whistles, bells or other

sound devices audible outside the unit, except security devices used exclusively to protect the security of a unit and its contents, shall be placed or used in any such residence. No loud noises shall be permitted on the property, and the Board of Directors of the Association shall have the right to determine if any noise or activity producing noise constitutes a nuisance. No unit owner shall permit or cause anything to be done or kept upon the property which will increase the rate of insurance thereon or which will obstruct or interfere with the rights of other unit owners, nor will he commit or permit any nuisance on the premises, or commit or permit any illegal act thereon. Each unit owner shall comply with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to the occupancy and use of a residence.

3. Signs. No signs, posters, displays or other advertising devices of any character shall be erected or maintained on or shown or displayed from a unit without prior written approval having been obtained from the Board of Directors of the Association; provided, however, that the restrictions of this paragraph shall not apply to any sign or notice of customary and reasonable dimension, as determined by the Board of Directors, which states that the premises are for rent or sale. Address, identification signs and mailboxes shall be maintained by the Association. The Association may at any time and place maintain upon the common areas such signs as the Association may deem necessary for the identification, regulation, or use of the common areas for the health, safety and general welfare of the unit owners. The Board of Directors may summarily cause all unauthorized signs to be removed and destroyed. This section shall not apply to any signs used by Declarant or its agents in connection with the original construction and sale of the condominium units.

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

5. Outside Installation. No outside television or radio pole, antenna or clothesline shall be constructed, erected or maintained on the property without first obtaining the written approval of the Board of Directors. No outside air conditioning or other machines shall be installed on the exterior of a building or be allowed to protrude through the windows, walls or roof of the building, and no basketball backboards or fixed sports apparatus shall be allowed on the property without the prior written approval of the Board of Directors.

6. View Obstruction. No vegetation or other obstruction shall be planted or maintained in location or of such height as to unreasonably obstruct the view from any other unit in the vicinity thereof. In the event of a dispute between owners of units as to the obstruction of a view from a unit such dispute shall be submitted to the Board of Directors, whose decision in such matters shall be binding. Any such obstruction shall, upon request of the Board, be removed or otherwise altered to the satisfaction of the Board by the unit owner obstructing such view.

7. Business or Commercial Activity. No business or commercial activity shall be maintained or conducted within any unit, except that Declarant or his agents or a person designated by the Association as agent of the Association for purposes of sale or managing the property may maintain management offices and facilities in a unit or in a temporary structure constructed on the project. Provided, however, that professional and administrative occupations in accordance with ordinances of the Municipality of Anchorage may be carried on within the units so long as there exists no external evidence thereof. Declarant has the right to establish, use, maintain and relocate models and/or sale offices within any of Declarant's units.

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

9. Rubbish Removal. Trash, garbage, or other waste shall be disposed of only by depositing same, wrapped in a secure package, into trash containers designated by the Board of Directors. There shall be no exterior fires whatsoever except barbeque fires contained within receptacles therefor, as regulated by the Board of Directors. No portion of the project may be used for outside storage of building or other materials other than in connection with approved construction and in a place and manner designated by the Association.

10. Lease of Units. Unit owners may lease their unit to third parties for a period equal to or greater than one (1) month. The lease agreements must be in writing and shall provide that the failure to comply in all respects with the provisions of the Declaration, the Association Bylaws and the Rules and Regulations of the Association shall be a default under the terms of the lease. All unit owners shall notify the management agent or the Board of Directors of the name, address and phone number of each tenant, number of persons allowed to occupy each unit, the length of the lease term, and provide a copy of the lease to the Management Agent.

11. Notice to Association. A unit owner shall promptly notify the management agent or the Association of any sale, transfer or lease of the owner's unit.

12. Pet Regulations. No animals, livestock or poultry, except household pets, may be kept within the unit. The Board of Directors of the Association shall have the right to prohibit the keeping of any pet or pets. Household pets are dogs, cats, fish and birds. None may, however, be raised or kept for commercial purposes. These pets are limited to one (1) each per unit.

Furthermore, any unit owner shall be absolutely liable to each and all remaining owners, their families, guests and invitees, for any damage to person or property caused by any pets brought or kept upon the property by an owner, members of his family, guests, licensees, or invitees. The failure to comply with this section shall subject a unit owner to a fine in an amount determined by the Board of Directors.

13. Outside Storage of Recreational Vehicles. There shall be no recreational vehicles, snow machines, trailers, campers, boats, or any other type of recreational vehicles of any nature whatsoever stored on the project unless approved in advance by the Board of Directors.

#### ARTICLE IV. ARCHITECTURAL PROVISIONS

1. Alterations and Improvements. Excepting the interior of units, no replacement, addition, or alteration of a building, structure, drainage facility, common or limited common area shall

be effected on the property other than by Declarant until the plans, specifications and/or plot plan, as appropriate, showing the location and nature of such replacement, addition, alteration or removal have been submitted to and approved in writing by the Board of Directors; nor shall any exterior painting or decorative alteration be commenced until the Board has approved the plans therefor, including the proposed color schemes, design thereof and the quality of materials to be used. All such plans and specifications shall be prepared by an architect or landscape architect or licensed building designate at the expense of the unit owner making the application. Plans and submittals thereof shall be approved or disapproved within sixty (60) days. Failure of the Board to respond to a submittal or resubmittal of plans within such period shall be deemed to be approval of the plans as submitted or resubmitted. The approval of the plans and specifications may be withheld not only because of non-compliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by reason of reasonable dissatisfaction of the Board with the location of the structure on the residence, the elevation, color scheme, finish, design, proportions, architecture, shape, height, style and appropriateness of the proposed structure or alteration, the materials used therein, or because of its reasonable dissatisfaction with any or all other matters or things which in the reasonable judgment of the Board will render the proposed alteration inharmonious or out of keeping with the general plan of improvement of the property or with the improvements erected on other units. If, after such plans and specifications have been approved, the improvements are altered, erected or maintained upon the units otherwise than as approved by the Board, such alteration, erection and maintenance shall be deemed to have been undertaken without approval of the Board having been obtained as required by this Declaration.

After the expiration of one (1) year from the date of completion of any improvement, said improvement shall, in favor of purchasers and encumbrancers, in good faith and for value, be deemed to comply with all of the provisions hereof, unless a notice of such noncompliance or noncompletion, executed by a duly authorized Board member, shall appear of record in the Office of the Recorder, Anchorage Recording District, or legal proceedings shall have been instituted to enforce compliance with these provisions. The approval of the Board of any plans or specifications submitted for approval as herein specified for use on any unit shall not be deemed to be a waiver by the board of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other residences. Upon approval by the Board, it shall be conclusively presumed that the location and height of any improvement does not violate the provisions of this Declaration. All cost of altering survey and plans and declaration shall be borne by the party making the change.

#### ARTICLE V. REPAIR AND MAINTENANCE

1. Repair and Maintenance Duties of Association. The Association shall maintain, repair, and make necessary improvements to, and pay for the same out of the Association's funds:

(a) all common areas

(b) all work within a unit referred to in 2(a) below if not timely performed by the unit owner, as determined by the Board of Directors.

## 2. Repair and Maintenance Duties of Unit Owner.

(a) Every unit owner shall from time to time and at all times repair, maintain, amend and keep his unit and any limited common areas subject to his exclusive control in good order and in a clean and sanitary condition, except as otherwise provided by law or the Declaration, and without limitation shall perform promptly all such work within his unit the omission of which would affect any common or limited common area or other units and shall be responsible for all loss and damage caused by his failure to do so.

(b) All repairs of internal installations within each apartment such as water, light, gas, power, sewage, telephones, sanitation, doors, windows, lamps and all other fixtures and accessories belonging to such unit, including interior walls and partitions and the inner decorated or finished surfaces of the perimeter walls, floors and ceilings of such unit, shall be at the unit owner's expense.

### ARTICLE VI.

#### DESTRUCTION OF IMPROVEMENTS

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

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

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

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

2. Application of Insurance Proceeds. Subject to the provisions of Paragraph 1, Article V, and the interests of any holder of a first mortgage, in the event of damage or destruction as the result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration, as promptly as practical. The proceeds of any insurance maintained pursuant to Article X hereof shall be used for such purpose subject to the prior rights of beneficiaries of deeds of trust whose interest may be protected by said policies. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be at least eighty-five percent (85%) of the estimated cost of restoration and repair, a special assessment of the owners, with each owner contributing a percentage equal to the owners' percentage interest in the common areas as set forth in Exhibit "D", may be levied by the Association to provide the necessary funds for such reconstruction, over and above the amount of any insurance proceeds available for such purpose. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be less than eighty-five percent (85%) of the estimated cost of restoration and repair, the Owners shall proceed as set forth in paragraph 2 below as if there were total destruction.

2. Total Destruction. In the event of the total destruction of all the units, the Association shall rebuild as provided herein, unless the unit owners decide, by a vote of one hundred percent (100%) of the unit owners' vote as provided herein, not to rebuild. The unit owners must make such determination within sixty (60) days from the date of any such destruction or the Association shall automatically rebuild.

In the event of any authorization to rebuild, the necessary funds shall be raised as provided in paragraph 1 above, and the Association shall be authorized to have prepared the necessary plans, specifications and maps, and to execute the necessary documents to effect such reconstruction as promptly as practical. The project shall be reconstructed or rebuilt in accordance with the original plans of construction unless changes shall have been approved in writing by seventy-five percent (75%) of the unit owners and by the holders of record of encumbrances upon their condominiums. A certificate of resolution authorizing such reconstruction shall be filed with the District Recorder within six (6) months from the date of such destruction and in the event of a failure to record such certificate within said period, it shall be conclusively presumed that the owners have determined not to rebuild said improvements.

In the event of a determination not to rebuild, the Association shall be authorized to have prepared and to file as promptly as practical, a corrected survey map or withdrawal of the property from the Horizontal Property Regimes Act as appropriate. The property shall be offered for sale at the highest and best price obtainable, either in its damaged condition, or after damaged structures have been razed. The net proceeds of such sale, and the proceeds, if any, of insurance carried by the Association shall be divided among the unit owners in such percentage equal to the percentage of undivided interest of the unit owner as set forth in Exhibit "D", provided that the balance then due on any valid encumbrance of record shall be first paid in order of priority before the distribution of any proceeds to an owner whose condominium is so encumbered.

3. Notice to Mortgagee. Any institutional holder of a first mortgage on any unit shall be given written notice of any substantial damage or destruction. Substantial damage or destruction shall be defined as including any loss to or taking of the common homes of the condominium project if such loss for taking exceeds \$10,000 or damage to a condominium unit exceeding \$10,000.

4. Reorganization. In the event of a decision not to rebuild a portion of the property destroyed pursuant to the paragraph above, the subsequent Owners of said portion of the property not to be rebuilt shall cease to be a member of the Association. Thereafter, the Association shall reallocate the ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principals employed in this Declaration at its inception and shall submit such reallocation to the Owners of the remaining units for amendment of this Declaration as provided in Article XI hereof. Each unit's owner acquiring title to the unit and thereby becoming a member of the Association grants and appoints the president of the Association at all times as his attorney-in-fact to effectuate all legal documents necessary for the reorganization pursuant to this subparagraph.

## ARTICLE VII.

### Assessments

1. Levy and Payment. Each unit owner shall pay all Common Assessments and all applicable Special Assessments imposed against his unit by the Association. Such assessments, together with late charges, interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. This personal obligation cannot be avoided by abandonment of the condominium or by an offer to waive use of the common areas. The assessments levied by the Association shall be used exclusively to promote the health, safety and general welfare of the owners and residents of the condominiums and for the improvement, operation, replacement and maintenance of the property.

Not later than thirty (30) days prior to the beginning of each calendar year, the Board of Directors shall estimate the total expenses for the ensuing year, calculate the charges to be assessed against each unit, and send, not later than thirty (30) days prior to the beginning of each calendar year, written notice of the annual assessments to every unit owner subject thereto. Each owner shall thereafter pay to the Association his assessment in installments as established by the Board of Directors. In the event the Board of Directors shall subsequently determine that the total assessed charges for the then current year are, or will become, inadequate to meet all expenses for any reason, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the total expenses for the year and the additional charges to be assessed against each unit.

The initial unit owners shall pay to the Association a sum equal to two (2) months projected common assessments. Upon the closing of each unit the new unit owner shall be responsible to pay a full common assessment each and every month. The Declarant shall pay seventy (70%) percent of the amount paid by each unit owner of a closed unit for each unsold unit. Payment by the Declarant for unsold units shall apply after the Declarant has turned over the common expenses to the Association and shall be so limited only in the event that the unsold units are unoccupied. In any event all unit owners for sold or unsold units shall pay full assessments beginning 120 days after the date of conveyance of the first unit in the project.

X 2. Delinquencies. There shall accrue with each delinquent assessment, a late charge as determined by the Board of Directors together with interest at the maximum rate permitted by law on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association.

The Association may cause to be recorded in the Office of the Recorder for the Anchorage Recording District, a notice of any sums in default due to the Association from any condominium owner in default. Such notice shall state the amount of such sums due and other authorized charges and interest, collection expenses in connection with the sums due, reasonable attorneys' fees, a sufficient description of the condominium against which the same has been assessed, the name of the record owner, and the name and address of the Association. Such notice shall be signed by an authorized representative of the Association. Any payment of any nature whatsoever due the Association by a member shall be deemed to be delinquent if not received by the Association fifteen (15) days after such payment is due. Any payment not received thirty (30) days after said payment is due shall be in default and entitle the Association to take any legal remedy which it may have available against the unit owner or respective condominium interest as set forth in the bylaws, this Declaration or by Alaska law.

Upon payment to the Association of all then currently due sums and charges in connection therewith, or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction and release of such claim. The Association may demand and receive the cost of recordation of such release before recording the same. Any purchaser or encumbrancer, acting in good faith and for value may rely upon such notice of satisfaction and release as conclusive evidence of the full satisfaction of the sums stated in the notice of the delinquent sums.

In the event of default by any unit owner in the payment of any assessment, the Association shall notify all known persons and firms holding a mortgage or deed of trust by any unit owner on any condominium unit within the property, provided the owner has notified the Association as set forth in Article III, paragraph 12.

3. Liens, Enforcement. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on the respective condominium unit prior and superior to all other liens except (1) all taxes, bonds, assessments, and other liens which, by law, would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deed of trust, with first priority or seniority over other mortgages or deeds of trust) made in good faith and for value and recorded prior to the date on which the lien became effective. This lien may be foreclosed by private sale as provided herein as an alternative means of relief afforded by this Declaration. Such lien, when in default, may be enforced by sale by the Association, its attorney or other person authorized to make the sale, after failure of the owner to pay an assessment in accordance with its terms, such sale to be conducted in accordance with the provisions of the Alaska Statutes applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any manner permitted by law. In any foreclosure, the unit owner shall be required to pay the reasonable rental value to the Association. The Association may acquire, hold, lease, mortgage and convey the condominium unit. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same, and this provision or any institution of suit to recover a money judgment shall not constitute an election of remedies. Any recovery resulting from a suit in law or equity initiated pursuant to this section may include reasonable attorneys' fees as fixed by the court.

#### ARTICLE VIII.

##### The Association

1. Formation and Membership. The Association shall be incorporated under the name of Piedmont West Condominium Owners' Association, as a corporation not for profit under the laws of the State of Alaska. Every unit owner shall automatically, upon becoming the owner of a condominium, be a member of the Association, and shall remain a member thereof, until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. A person shall be deemed an owner of a condominium only upon recordation of a conveyance of the condominium to him, and the membership shall be appurtenant to the condominium conveyed. Declarant shall transfer control of the Homeowners' Association to the unit owners no later than the earlier of the following events: (1) 120 days after transfer of title to seventy-five (75%) of the units in the project; or (2) two years following conveyance of the first unit in the project.

2. Duties and Powers. The duties and powers of the Association are those set forth in this Declaration, the Articles of Incorporation and the Bylaws, together with those reasonably implied to effect the purposes of the Association and this Declaration.

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

(b) Special Powers of Association. Without in any way limiting the generality of the foregoing, in the event that the Association determines that an improvement made by a unit owner

is in need of repair, restoration or painting, or that an improvement is in existence without proper approval of the Board, or that there is a violation of any provisions of this Declaration, then this Association shall give written notice to the responsible unit owner of the condition or violation complained of, and unless the Board has approved in writing corrective plans proposed by the unit owner to remedy the condition complained of within such period of time after it has given written notice as may be determined reasonable by the Association and such corrective work so approved is not completed thereafter within the time allotted by the Association, the Association shall undertake to remedy such condition or violation complained of and the cost thereof shall be charged to the unit owner and the condominium unit that is the subject matter of the corrective work, and such cost shall be deemed to be a special assessment to such unit owner, and his condominium, and subject to levy, enforcement and collection by the Association in accordance with the assessment lien procedure provided for in this Declaration. In addition, the Association shall be entitled to maintain any action for damages or injunctive relief, or both, against any unit owner who fails to abide by any of the terms and conditions of this Declaration, the Bylaws of the Association, or the rules and regulations of the Association.

(c) Miscellaneous Duties and Powers. The Association shall have the right to install and construct capital improvements on any of the common or limited common areas. The Association may at any time and from time to time reconstruct, replace or refinish any improvement or portion thereof upon the common or limited common areas in accordance with the original design, finish or standard of construction of such improvement; replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the common or limited common areas. The Association may delegate any or all of the powers contained in the Declaration to any management agent as described in Article XIV, Paragraph 8, and the Association may employ personnel necessary for the effective operation and maintenance of the common and limited common areas of any type described herein, and retain legal, accounting and other counseling services as they deem necessary.

(d) Additional Powers in Bylaws. In addition to those powers as listed in this Declaration, the Board of Directors shall adopt Bylaws of the Association within thirty (30) days after the formation of the Association. The Bylaws may be amended by a majority of the Board of Directors. The Bylaws may provide the rules and regulations for the use, occupancy and management of the property not inconsistent with this Declaration, nor inconsistent with the provisions of the Horizontal Property Regimes Act of Alaska.

3. Rights of Entry. The Association shall have a limited right of entry in and upon all limited common areas and the exterior of all units for the purpose of taking whatever action is deemed necessary or proper by the Association. Nothing in this Article shall in any manner limit the right of the unit owner to exclusive control over the interior of his unit; provided, however, that an owner shall permit a right of entry to the Association, or any other person authorized by the Association, in case of any emergency originating in or threatening his unit, whether the owner is present or not. An owner shall permit the Association or its representatives to enter his unit for the purpose of performing installation, alterations or repair of the mechanical or electrical services to a residence, common area or limited common area, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner whose unit is to be entered. Any person who enters a unit for the purpose of performing installation, alterations or repair of the mechanical or electrical services to a residence shall be liable for any damage incurred to such unit. In case of an emergency such right of entry shall be immediate.

4. Use of Agent. This Association may contract with a management company as agent for the performance of maintenance and repair and for conducting other activities on behalf of the Association.

5. Fidelity Bonds. Any person or entity authorized to in any way control, disburse, deposit, receive or pay funds of the Association, including all employees, professional managers, and employees of professional managers of the Association, shall be required to obtain appropriate bond coverage in the amounts as set forth by the Board of Directors.

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

7. Board Member Liability. No member of the Board shall be liable to any person for his decision or failure to act in making decisions as a member of said Board. The members of the Board shall receive no compensation for their services performed pursuant to this Declaration.

#### ARTICLE IX.

##### Rights of Mortgagee

1. Priority. Where the mortgagee of a first mortgage of record which is recorded prior to the date on which an assessment lien became effective, obtains title as a result of foreclosure of any such first mortgage, the acquirer of title, his successor and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such condominium unit which became due prior to such acquisition of title, but shall be subject to any future assessments which became due subsequent to his acquisition of title. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners including such acquirer, his successors and assigns.

2. Default. A breach of any of the provisions, covenants, restrictions or limitations hereof, or the recordation of any lien or assessment hereunder, or the pursuit of any remedy hereunder, shall not defeat or render invalid the lien of any mortgage made by a unit owner in good faith and for value upon the interest of a unit owner. All of the provisions herein shall be binding upon and effective against any owner whose title to said property is hereafter acquired through foreclosure or trustee's sale.

3. Right to Inspect Association Records and Notice. The holder of a first mortgage of record, its successors or assigns, shall have the right to inspect the Association's books of account and other financial records, and shall also be able to require the Association to provide to it such additional financial data as may be reasonably requested to protect its interests, including annual audited financial statements within ninety (90) days after the expiration of the calendar year. Upon request, written notice of all meetings of the Owners' Association shall be sent to first mortgagees of record, who may designate an agent to attend such meetings.

4. Abandonment. The condominium status of the project shall not be abandoned without first obtaining the prior written

approval of all first mortgage holders, nor shall there be any change in the percentage interests of unit owners without first obtaining the prior written approval of the first mortgage holders involved.

5. Notice of Default. Anything to the contrary herein notwithstanding, the Association shall give the holders of all first mortgages written notice of any default of any unit owner's obligation of any kind created by the Declaration, Articles of Incorporation, the Bylaws, or the rules and regulations of the Association, which default has not been cured within thirty days from the date of said default.

#### ARTICLE X.

##### Insurance

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

2. Premiums and Proceeds. Insurance premiums for any such insurance coverage obtained by the Association and any other insurance deemed necessary by the Association shall become a common expense to be included in the regular assessments levied by the Association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as provided in Article V of this Declaration. The Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers.

#### ARTICLE XI.

##### Duration and Amendment

1. Duration. This Declaration shall be perpetual, unless a Declaration of Termination or Withdrawal is recorded in the public records of the Anchorage Recording District, State of Alaska. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any unit from the concomitant membership in the Association as long as this Declaration shall continue in full force and effect.

2. Amendment. Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Association at which a proposed amendment initiated by the Board of Directors is to be considered. A resolution to adopt a proposed amendment may be initiated by any condominium owner at any meeting of members of the Association. The proposed amendment shall be adopted by approval of unit owners owning in the aggregate not less than sixty-six and two-thirds percent (66-2/3%) of the units

as set forth in Exhibit "D". A copy of each amendment shall be certified by the President and Secretary of the Association and the amendment shall be effective when recorded in the public records, Anchorage Recording District, State of Alaska; provided that any of the following amendments to be effective must be approved in writing by the record holders of all encumbrances on any condominiums at the time of such amendment:

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

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

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

(4) Any amendment relating to the insurance provisions as set out in Article X hereof, or to the application of insurance proceeds as set out in Article IV hereof, or to the disposition of any money received in any taking under condemnation proceedings, and

(5) Any change in the percentage interest of the unit owners as set forth in Exhibit "D".

A certificate, signed and sworn to by the President and Secretary of the Association certifying that the record owners of sixty-six and two-thirds percent (66-2/3%) of the units

have either voted for or consented in writing to any amendment adopted as provided herein, when recorded, shall be conclusive evidence of such fact. The Association shall maintain in its files the record of all votes or written consents for a period of at least four (4) years. Any amendment which requires the written consent of all the record holders of encumbrances shall be signed and sworn to by all such encumbrancers.

3. Amendment by Declarant. Notwithstanding the foregoing, the Declarant shall have the right to terminate or modify this Declaration by recordation of a supplement thereto setting forth such termination or modification, until the first close of any escrow for the sale of a condominium unit or subsequently with the consent of one hundred percent (100%) of all other then closed unit owners.

## ARTICLE XII.

### Condemnation

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

2. Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award", shall be payable to the Association.

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

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

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

(a) The Association shall, reasonably and in good faith, allocate the condemnation award between compensation damages and other proceeds, and shall apportion the amounts so allocated to:

(1) The taking of, or injury to, the common areas shall be apportioned among owners in proportion to their respective undivided interests in the common areas;

(2) The taking of or injury to a particular unit and/or improvements to the particular unit involved; and

(3) Severance damages shall be apportioned to those condominium units which were not taken or condemned; and

(4) Consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances.

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

5. Reorganization. In the event a partial taking results in the taking of a complete unit, the owner thereof automatically shall cease to be a member of the Association. Thereafter, the Association shall reallocate the ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the owners of remaining units for amendment of this Declaration as provided in Article XI hereof.

6. Notice to Mortgagee. The institutional holder of a first mortgage on any unit shall be given written notice of any condemnation proceeding described herein.

#### ARTICLE XIII.

##### Declarant's Right to Rent

The Declarant, its agents, assignees or survivor of Declarant, hereby reserves the right to rent any of the units described in Exhibit "B" upon acceptable terms and conditions until fee interests in the respective units are initially conveyed. Nevertheless, the tenants of said unit must agree to be bound by all rules and regulations of the Declarant and the Association, but the Declarant shall not be relieved of responsibility as a Declarant or owner because of said renting.

#### ARTICLE XIV.

##### General Provisions

1. Legal Proceedings. Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief which may include, without limiting same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof, which relief may be sought by the Association. The provisions of this Declaration shall be liberally construed to

effectuate its purpose of creating a uniform plan for the development and operation of the project, and any violation of this Declaration shall be deemed to be a nuisance. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision, or any other provision hereof. Any unit owner not at the time in default hereunder, or Declarant, shall be entitled to bring an action for damages against any defaulting unit owner, and in addition may enjoin any violation of this Declaration. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorneys' fees in such amount as the court may deem reasonable, in favor of the prevailing party. Each remedy provided for in this Declaration shall be cumulative and not exclusive or exhaustive.

2. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provisions hereof.

3. Construction by Declarant. Nothing in this Declaration shall limit the right of Declarant to complete construction of improvements to the common areas and to units owned by Declarant or to alter the foregoing, or to construct such additional improvements as Declarant deems advisable prior to completion and sale of the entire project. Such right shall include but shall not be limited to erecting, constructing and maintaining on the project such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease or otherwise. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title by a purchaser from the Declarant to establish on the project additional easements, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the project. Prospective purchasers and Declarant shall have the right to use all common areas and limited common areas for access to the sales facilities of Declarant. Declarant reserves the right to alter its construction plans and designs as it deems appropriate. The rights of Declarant hereunder may be assigned by Declarant to any successor to all or part of Declarant's interest in the project, by an express assignment incorporated in a recorded lease or deed transferring such interest to such successor.

4. Easements. Declarant expressly reserves for the benefit of owners in the project reciprocal easements of access, ingress and egress over all of the common areas. Such easements may be used by Declarant, its successors, purchasers and all unit owners, their guests, tenants and invitees, residing or temporarily visiting the project, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a unit in the project. Such easements shall be appurtenant to and shall pass with the title to every unit conveyed.

5. Valuation of Unit and Property and Voting Rights. Each unit described herein is valued for the purpose of this Declaration as set forth in Exhibit "D". The total value of such units being the value of property comprising the project. Nevertheless, each unit owner may provide for additional improvements which may increase the actual cost or value of his unit. Such increase shall not allow the individual unit owner any greater interest in the common areas or greater vote. The percentage of ownership for each unit in the common areas and facilities and for all purposes including voting is set forth in Exhibit "D".

6. Responsibility to Develop Budget. After formation, the Board of Directors shall have the sole responsibility for adopting or modifying the proposed budget initially established by the Declarant.

7. Declarant's Rights Not Changed. Any provision or article of this Declaration affecting the Declarant's rights contained herein shall not be amended without the consent of the Declarant, its agents, assigns, or survivors of Declarant so long as they own any unit.

8. Managing Agent. If required by the Alaska Housing Finance Corporation (AHFC), the Federal National Mortgage Association (FNMA), or the Federal Home Loan Mortgage Corporation (FHLMC), the Board of Directors of the Association shall employ a professional manager selected by the Board, to perform such duties and services as the Board shall authorize and delegate. The professional management required hereunder shall not be terminated and such management assumed by the Board without first obtaining the prior consent of all institutional mortgagees holding first mortgages on the units. This contract shall conform to the guidelines established by AHFC or FNMA regarding the term and termination of that agreement during such periods of time as AHFC or FNMA is a mortgagee on a unit in the project or is the owner of such a unit, but in any event said contract cannot exceed three (3) years and must be terminable upon thirty (30) days' written notice by the Association to the professional manager.

9. Priorities and Inconsistencies. If there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the Bylaws, the terms and provisions of this Declaration shall prevail.

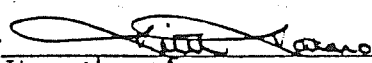
10. Partition. Without the written consent of the Board of Directors and holders of all mortgage liens on the units and approval by all of the unit owners, there shall be no partitioning, subdividing, or combining of any unit or units, common areas or limited common areas. No owner shall have the right to the partition of his interest in the condominium except that in the event the certificate of resolution to rebuild or restore has not been recorded as provided in Article VI, Paragraph 2, within six (6) months from the date of any partial or total destruction, or if restoration is not actually commenced within said period. Nothing herein shall be deemed to prevent partition of a cotenancy in any condominium.

11. Service of Process. The name and residence of the person to receive service of process in the cases provided for in the Horizontal Property Regimes Act of the State of Alaska is:

Keith Katano  
Kilihune, Inc.  
300 West 36th Avenue  
Anchorage, Alaska 99503

This Declaration has been executed on the date first hereinabove written.

Declarant  
Kilihune, Inc.

By   
Its: VICE-PRESIDENT

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

) ss.  
)

THIS IS TO CERTIFY that on this 7<sup>th</sup> day of April, 1983 before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Keith Katane to me known to be the Vice President of KILIHUNE, INC. and who executed the foregoing instrument and acknowledged to me that he signed the foregoing instrument as his free and voluntary act and deed for the uses and purposes therein mentioned, and being duly authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Karen Cohen  
Notary Public in and for Alaska.  
My commission expires 1-21-86

EXHIBIT "A"

Block Three B (3-B), of the MINNESOTA COMMONS SUBDIVISION, according to the official plat thereof, filed under Plat No. 72-152, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

## EXHIBIT "B"

The Piedmont West Condominiums are comprised of eight (8) buildings, Building 1, Building 2, Building 3, Building 4, Building 5, Building 6, Building 7, and Building 8, located on property which legal description is set forth in Exhibit A. For the exact location of each building, see a survey plat as filed herewith in the Anchorage Recording District, Third Judicial District, State of Alaska, under File Number 73-100. Building 1 contains fifteen (15) units; Buildings 2, 3, 4, 6 and 8 contain twelve (12) units each, buildings 5 and 7 contain 13 units each. For the exact location of each unit, see the survey plat and floorplans filed herewith. The entrance and access to each unit is more particularly described below, and is furthermore set forth in the survey plat and floorplans filed herewith.

All eight (8) buildings are wooden frame buildings with concrete block foundations, and composition shingles over fifteen (15) pound felt. Two-thirds (2/3) of Building 1 is three-story construction, and the other one-third (1/3) is two-story construction. Buildings 2, 3, 4, 6 & 8 are two-story construction. The center one-third (1/3) of Buildings 5 and 7 is three-story construction, and the remaining two-thirds (2/3) of the building construction (one-third on each side of the center section) is two-story construction.

The exterior walls of the three-story units consist of three different methods of construction. The ground floor of the three-story units is partially below grade. The exterior walls of those portions below grade consist of concrete block construction with hot-mopped fifteen (15) pound felt coating. That portion of the first floor exterior wall above grade consists of, on the front and back walls, 2 x 6 studs at sixteen (16) inches on center, three (3) inch fiberglass insulation below grade, 5 inches above grade on the first floor. The exterior is three-eighths (3/8) inch C.D. plywood overcoated with seven-eighths (7/8) inch plaster with marble chips over metal lath or 1 x 3 cedar battens on 16" centers over 1/2" ruf-sawn plywood. On the rear of these buildings, the exterior consists of one-half (1/2) inch gypsum sheathing overlaid with one-half (1/2) inch ruf-sawn plywood and 1 x 3 cedar battens at 16" on center. The second and third story exterior walls are 2 x 4 studs at sixteen (16) inches on center, 3 1/2 inch fiberglass insulation (R-19), and the plaster finishing and ruf-sawn plywood with cedar battens previously described. The side walls of the three-story units consist of concrete block coated with fifteen (15) pound hot-mopped felt below grade, and 3 x 4 studs at sixteen (16) inches on center above grade, 2 inch fiberglass (R-7) below and above grade on the first floor plus 3 1/2 inch fiberglass insulation (R-19) above grade on the first floor, one-half (1/2) inch gypsum sheathing, and one-half (1/2) inch ruf-sawn plywood with 1 x 3 battens at 16" on center. The side walls for the second and third stories consist of 2 x 4 studs at sixteen (16) inches on center, 3 1/2 inches fiberglass insulation (R-19), one-half (1/2) inch gypsum sheathing, and one-half (1/2) inch ruf-sawn plywood.

The front exterior walls of the two-story buildings consist of 2 x 4 studs at sixteen (16) inches on center, 3 1/2 inches fiberglass insulation (R-19), seven-eighths (7/8) inch plaster with marble chips over metal lath. The exterior rear and side walls of the two-story units consist of 2 x 4 studs at sixteen (16) inches on center, 3 1/2 inch fiberglass insulation (R-19) one-half (1/2) inch gypsum sheathing, and 1 x 3 battens on 16" centers over one-half (1/2) inch ruf-sawn plywood.

The interior of common walls for the first floor of the three-story units consist of 2 x 6 staggered studs at eight (8) inches on center, three (3) inch fiberglass insulation on each side, and one-half (1/2) inch gypsum wall board. The second and third floor common walls consist of double walls of 2 x 4 staggered studs at eight (8) inches on center for the second

floor, and sixteen (16) inches on center for the third floor, three (3) inches fiberglass insulation on both sides, and one-half (1/2) inch gypsum wall board.

The interior of common walls for the two-story buildings consist of 2 x 4 staggered studs at eight (8) inches on center, three (3) inches fiberglass insulation on both sides, and one-half (1/2) inch gypsum wall board.

The interior non-common walls on the first floor of the three-story units consist of 3 x 4 studs at sixteen (16) inches on center, three-eighths (3/8) inch plywood overlaid by one-half (1/2) inch gypsum wall board. The second and third floors interior non-common walls are 2 x 4 studs at sixteen (16) inches on center and one-half (1/2) inch gypsum wall board.

The basement floors of the three-story units are four (4) inch concrete floors. The two story units and second and third story floors of the three story building are five-eighths (5/8) inch exterior plywood over 2 x 10 floor joists sixteen (16) inches on center with one and one-half (1-1/2) inches of L.W. foam concrete. All ceilings are five-eighths (5/8) inch gypsum wall board with R-25 insulation.

Mechanical and storage rooms adjoining living areas are double width 2" x 4" with one-half inch (1/2") sound board and five-eighths inch (5/8") gypsum wallboard over R.C. Channel. Laundry room adjoining living spaces are 2" x 4" with one-half inch (1/2") sound board covered with five-eighths (5/8") gypsum wallboard over R.C. Channel. Ceilings in all mechanical, laundry, and multi-purpose rooms are five-eighths inch (5/8") gypsum wallboard over R.C. Channel.

The units are either one bedroom units or two bedroom units, which are more particularly described as follows:

One bedroom units: a one bedroom unit with linen and clothes closets in the bedroom, a living room, a kitchen and dining room combination with refrigerator, dishwasher, range and sink-disposal combination. There is one bathroom with lavatory, vanity, water closet, and tub and shower combination. There is an entry foyer containing a clothes closet with shelves. The living room and bedroom are carpeted, and the foyer, kitchen, dining area, and bathroom have vinyl flooring. The unit is heated by hot-water baseboard heat from central gas-fired boilers from a common boiler room. Hot water for the unit is supplied by central hot water heaters. Entrance to the ground floor units is by outside walkway entry area. Entrance to units above ground level is by outside stairway entry area. All second and third story units have decks located off the living room, with sliding glass doors. Units located on ground level do not have a deck, but do have sliding glass doors and some include a concrete patio, according to Exhibit "C" herein.

Two bedroom units: two-bedroom, with each bedroom containing a clothes closet. There is one bathroom with lavatory, vanity, water closet, and tub and shower combination. There is a living room and kitchen-dining room combination. The kitchen contains a range, refrigerator, dishwasher and sink/disposal combination. There is an entry hall between the two bedrooms which contains a linen closet with shelves. There is also a foyer containing a guest closet and a separate storage closet. The living room and both bedrooms, as well as the hall between the bedrooms, are carpeted. The dining area, kitchen, foyer and bath are vinyl flooring. The unit is heated by hot water baseboard heat from central boilers in a boiler room. Hot water for the unit is supplied by central hot-water heaters. Entrance is by common outside entry area. All units located on the second and third floors of each building have a deck off the living room with sliding glass doors. Units on ground level do not have a deck, but do have sliding glass doors and some include a concrete patio, according to Exhibit "C" herein.

The heating for each unit is supplied from one mechanical room located in each building, with a central heating unit in each mechanical room. The mechanical room also contains two (2) 100 gallon hot-water boilers for all of the units in the building.

All units have fireplaces except units 106, 110, 111, 506 and 706.

## EXHIBIT "C"

## Description of Limited Common Areas and Facilities:

Parking Space. Each unit has a designated parking space covered by a carport (?) which is hereby designated as limited common area for the exclusive use and benefit of that unit set forth below and designated on the survey plans as filed in the Anchorage Recording District, Third Judicial District, State of Alaska, under File No. 83-100 pursuant to this Declaration.

<u>Unit</u>	<u>Parking</u>	<u>Building No.</u>
101	P-84	1
102	P-83	1
103	P-82	1
104	P-81	1
105	P-80	1
106	P-79	1
107	P-78	1
108	P-77	1
109	P-76	1
110	P-75	1
111	P-74	1
112	P-73	1
113	P-72	1
114	P-71	1
115	P-70 & P-69	1
201	P-98 & P-97	2
202	P-96	2
203	P-95	2
204	P-94	2
205	P-93	2
206	P-92	2
207	P-91	2
208	P-90	2
209	P-89	2
210	P-88	2
211	P-87	2
212	P-86 & P-85	2
301	P-68	3
302	P-67	3

303	P-66 & P-65	3
304	P-64	3
305	P-63	3
306	P-62	3
307	P-61	3
308	P-60	3
309	P-59	3
310	P-58	3
311	P-57	3
312	P-56 & P-55	3
401	P-112	4
402	P-111	4
403	P-110 & P-109	4
404	P-108	4
405	P-107	4
406	P-106	4
407	P-105	4
408	P-104	4
409	P-103	4
410	P-102	4
411	P-101	4
412	P-100 & P-99	4
501	P-53	5
502	P-54	5
503	P-52	5
504	P-51	5
505	P-50	5
506	P-49 & P-48	5
507	P-47	5
508	P-46	5
509	P-45	5
510	P-44	5
511	P-43	5
512	P-42	5
513	P-41	5
601	P-14	6

602	P-13	6
603	P-12 & P-11	6
604	P-10	6
605	P-9	6
606	P-8	6
607	P-7	6
608	P-6	6
609	P-5	6
610	P-4	6
611	P-3	6
612	P-2 & P-1	6
701	P-40	7
702	P-39	7
703	P-38	7
704	P-37	7
705	P-36	7
706	P-35 & P-34	7
707	P-33	7
708	P-32	7
709	P-31	7
710	P-30	7
711	P-29	7
712	P-28	7
713	P-27	7
801	P-26	8
802	P-25	8
803	P-24	8
804	P-23	8
805	P-22	8
806	P-21	8
807	P-20	8
808	P-19	8
809	P-18	8
810	P-17	8
811	P-16	8
812	P-15	8

5" space from left

Deck. Units shown below have either a wooden deck (D) or a concrete patio (CP), which is not enclosed and which is hereby designated as a limited common area for the exclusive use and benefit of that unit set forth below and designated on the survey plans as filed in the Anchorage Recording District, Third Judicial District, State of Alaska, under File No. 83-100 pursuant to this Declaration.

<u>Unit</u>	<u>Deck</u>	<u>Building No.</u>
101	CP-101	1
102	CP-102	1
103	D-103	1
104	D-104	1
105	D-105	1
106	None	1
107	D-107	1
108	D-108	1
109	D-109	1
110	None	1
111	None	1
112	D-112	1
113	D-113	1
114	D-114	1
115	D-115	1
201	CP-201	2
202	CP-202	2
203	D-203	2
204	D-204	2
205	CP-205	2
206	CP-206	2
207	D-207	2
208	D-208	2
209	CP-209	2
210	CP-210	2
211	D-211	2
212	D-212	2
301	CP-301	3
302	CP-302	3

303	D-303	3
304	D-304	3
305	CP-305	3
306	CP-306	3
307	D-307	3
308	D-308	3
309	CP-309	3
310	CP-310	3
311	D-311	3
312	D-312	3
401	CP-401	4
402	CP-402	4
403	D-403	4
404	D-404	4
405	CP-405	4
406	CP-406	4
407	D-407	4
408	D-408	4
409	CP-409	4
410	CP-410	4
411	D-411	4
412	D-412	4
501	CP-501	5
502	CP-502	5
503	D-503	5
504	D-504	5
505	D-505	5
506	None	5
507	D-507	5
508	D-508	5
509	D-509	5
510	CP-510	5
511	CP-511	5
512	D-512	5
513	D-513	5
601	CP-601	6

602	CP-602	6
603	D-603	6
604	D-604	6
605	CP-605	6
606	CP-606	6
607	D-607	6
608	D-608	6
609	CP-609	6
610	CP-610	6
611	D-611	6
612	D-612	6
701	CP-701	7
702	CP-702	7
703	D-703	7
704	D-704	7
705	D-705	7
706	None	7
707	D-707	7
708	D-708	7
709	D-709	7
710	CP-710	7
711	CP-711	7
712	D-712	7
713	D-713	7
801	CP-801	8
802	CP-802	8
803	D-803	8
804	D-804	8
805	CP-805	8
806	CP-806	8
807	D-807	8
808	D-808	8
809	CP-809	8
810	CP-810	8
811	D-811	8
812	D-812	8

Storage Area. Each Unit has a storage area which is hereby designated as a limited common area for the exclusive use and benefit of that unit set forth below and designated on the survey plans as filed in the Anchorage Recording District, Third Judicial District, State of Alaska, under File No. 83-100 pursuant to this Declaration.

<u>Unit</u>	<u>Storage</u>	<u>Building No.</u>
101	S-101	1
102	S-102	1
103	S-103	1
104	S-104	1
105	S-105	1
106	S-106A & S-106B	1
107	S-107	1
108	S-108	1
109	S-109	1
110	S-110	1
111	S-111	1
112	S-112	1
113	S-113	1
114	S-114	1
115	S-115	1
201	S-201	2
202	S-202	2
203	S-203	2
204	S-204	2
205	S-205	2
206	S-206	2
207	S-207	2
208	S-208	2
209	S-209	2
210	S-210	2
211	S-211	2
212	S-212	2
301	S-301	3
302	S-302	3
303	S-303	3

304	S-304	3
305	S-305	3
306	S-306	3
307	S-307	3
308	S-308	3
309	S-309	3
310	S-310	3
311	S-311	3
312	S-312	3
401	S-401	4
402	S-402	4
403	S-403	4
404	S-404	4
405	S-405	4
406	S-406	4
407	S-407	4
408	S-408	4
409	S-409	4
410	S-410	4
411	S-411	4
412	S-412	4
501	S-501	5
502	S-502	5
503	S-503	5
504	S-504	5
505	S-505	5
506	S-506A & S-506B	5
507	S-507	5
508	S-508	5
509	S-509	5
510	S-510	5
511	S-511	5
512	S-512	5
513	S-513	5
601	S-601	6
602	S-602	6

603	S-603	6
604	S-604	6
605	S-605	6
606	S-606	6
607	S-607	6
608	S-608	6
609	S-609	6
610	S-610	6
611	S-611	6
612	S-612	6
701	S-701	7
702	S-702	7
703	S-703	7
704	S-704	7
705	S-705	7
706	S-706A & S-706B	7
707	S-707	7
708	S-708	7
709	S-709	7
710	S-710	7
711	S-711	7
712	S-712	7
713	S-713	7
801	S-801	8
802	S-802	8
803	S-803	8
804	S-804	8
805	S-805	8
806	S-806	8
807	S-807	8
808	S-808	8
809	S-809	8
810	S-810	8
811	S-811	8
812	S-812	8

EXHIBIT "D"

Valuation of each unit and the percentage of undivided interest and voting percentages to the common areas of the project are as follows:

<u>Unit/Square Feet</u>	<u>Percentage of Undivided Interest and Voting Percentage</u>	<u>Unit Value</u>
101/764	.0112	\$70,000
102/583	.0094	59,000
103/751	.0114	71,500
104/570	.0097	60,500
105/577	.0094	59,000
106/535	.0077	48,000
107/564	.0097	60,500
108/580	.0094	59,000
109/567	.0097	60,500
110/557	.0085	53,000
111/716	.0102	64,000
112/580	.0094	59,000
113/765	.0112	70,000
114/567	.0097	60,500
115/752	.0117	73,500
201/765	.0115	72,000
202/583	.0094	59,000
203/750	.0112	71,000
204/568	.0096	60,000
205/581	.0094	59,000
206/581	.0094	59,000
207/568	.0096	60,000
208/567	.0096	60,000
209/578	.0094	59,000
210/587	.0093	58,000
211/568	.0096	60,000
212/744	.0116	73,000
301/764	.0112	70,000
302/583	.0094	59,000
303/752	.0116	73,000
304/568	.0096	60,000
305/580	.0094	59,000
306/560	.0094	59,000
307/569	.0096	60,000
308/570	.0096	60,000
309/577	.0094	59,000
310/581	.0093	58,000
311/567	.0096	60,000
312/743	.0116	73,000
401/584	.0094	59,000
402/580	.0094	59,000

403/570	.0099	62,000
404/571	.0096	60,000
405/581	.0094	59,000
406/584	.0094	59,000
407/568	.0096	60,000
408/568	.0096	60,000
409/581	.0094	59,000
410/586	.0093	58,000
411/567	.0096	60,000
412/747	.0116	73,000
501/764	.0112	70,000
502/583	.0094	59,000
503/751	.0112	71,000
504/570	.0096	60,000
505/577	.0094	59,000
506/528	.0080	50,000
507/564	.0096	60,000
508/580	.0094	59,000
509/567	.0096	60,000
510/580	.0094	59,000
511/765	.0112	70,000
512/567	.0096	60,000
513/752	.0112	71,000
601/761	.0112	70,000
602/583	.0094	59,000
603/752	.0116	73,000
604/567	.0096	60,000
605/580	.0094	59,000
606/581	.0094	59,000
607/567	.0096	60,000
608/568	.0096	60,000
609/578	.0094	59,000
610/586	.0093	58,000
611/567	.0096	60,000
612/740	.0116	73,000
701/763	.0112	70,000
702/583	.0094	59,000
703/751	.0112	71,000
704/570	.0096	60,000
705/577	.0094	59,000
706/539	.0080	50,000
707/564	.0096	60,000
708/580	.0094	59,000
709/567	.0096	60,000
710/580	.0094	59,000
711/765	.0112	70,000
712/570	.0096	60,000
713/752	.0112	71,000

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801/763	.0112	70,000
802/581	.0094	59,000
803/750	.0112	71,000
804/568	.0096	60,000
805/580	.0094	59,000
806/578	.0094	59,000
807/567	.0096	60,000
808/567	.0096	60,000
809/577	.0094	59,000
810/583	.0093	58,000
811/567	.0096	60,000
812/742	<u>.0112</u>	<u>71,000</u>
	1.0000	\$6,268,000

83-020889  
107<sup>00</sup>

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AMENDMENT TO PIEDMONT WEST CONDOMINIUMS  
DECLARATION OF CONDOMINIUM OWNERSHIP

This Amendment to Piedmont West Condominiums Declaration of Condominium Ownership is made and entered into this 8th day of August, 1983, by KILIHUNE, INC., Declarant.

Piedmont West Condominiums Declaration of Condominium Ownership was recorded on the 8th day of April, 1983, at Pages 0082 through 0115, Records of the Anchorage Recording District, Third Judicial District, State of Alaska. Pursuant to Article XI of the Piedmont West Condominiums Declaration of Condominium Ownership, this document shall amend said Declaration as follows:

1. Article I, Section 3, of the original Piedmont West Condominiums Declaration of Condominium Ownership is amended in total to read as follows:

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

DATED this 8th day of August, 1983, at Anchorage, Alaska.

KILIHUNE, INC., Declarant

By: [Signature]  
 Its: Vice President

OWNERS

Eric Kallstrom

[Signature]

Angela Long

Francis J. Jones

[Signature]

STATE OF ALASKA )  
 ) ss.  
 THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 9th day of Aug., 1983, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Keith Katanis, to me known to be the Vice President of KILHUNE, INC., and acknowledged that he signed the same freely and voluntarily for the uses and purposes of said corporation and being authorized to do so.

IN WITNESS WHEREOF, I have herunto set my hand and affixed my seal the day and year first above written.

Karen Ashurst  
 Notary Public in and for Alaska.  
 My commission expires: 7/21/86

STATE OF ALASKA )  
 ) ss.  
 THIRD DISTRICT )

THIS IS TO CERTIFY that on the 9th day of August, 1983, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Eric Kahlstrom, to me known to be the person who executed the foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS whereof, I have hereunto set my hand and seal the day and year first above written.

Karen Ashurst  
 Notary Public in and for Alaska.  
 My commission expires: 7/21/86

STATE OF ALASKA

) ss.  
)  
)

THIRD DISTRICT

THIS IS TO CERTIFY that on the 9th day of August, 1983, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Frederick Queen, to me known to be the person who executed the foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS whereof, I have hereunto set my hand and seal the day and year first above written.

Karen Cashin  
Notary Public in and for Alaska.  
My commission expires: 7/21/86

STATE OF ALASKA

) ss.  
)  
)

THIRD DISTRICT

THIS IS TO CERTIFY that on the 9th day of August, 1983, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Ray, to me known to be the person who executed the foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS whereof, I have hereunto set my hand and seal the day and year first above written.

Karen Cashin  
Notary Public in and for Alaska.  
My commission expires: 7/21/86

STATE OF ALASKA

) ss.  
)  
)

THIRD DISTRICT

THIS IS TO CERTIFY that on the 9th day of August, 1983, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared James M. Jones, to me known to be the person who executed the foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS whereof, I have hereunto set my hand and seal the day and year first above written.

Karen Cashin  
Notary Public in and for Alaska.  
My commission expires: 7/21/86

STATE OF ALASKA  
THIRD DISTRICT

)  
) ss.  
)

THIS IS TO CERTIFY that on the 9th day of August, 1983, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Roberta Ann Chubb, to me known to be the person who executed the foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS whereof, I have hereunto set my hand and seal the day and year first above written.

Karen A. White  
Notary Public in and for Alaska.  
My commission expires: 7/31/86

STATE OF ALASKA  
THIRD DISTRICT

)  
) ss.  
)

THIS IS TO CERTIFY that on the \_\_\_\_ day of \_\_\_\_\_, 1983, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS whereof, I have hereunto set my hand and seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for Alaska.  
My commission expires: \_\_\_\_\_

STATE OF ALASKA  
THIRD DISTRICT

)  
) ss.  
)

THIS IS TO CERTIFY that on the \_\_\_\_ day of \_\_\_\_\_, 1983, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS whereof, I have hereunto set my hand and seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for Alaska.  
My commission expires: \_\_\_\_\_

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AMENDMENT TO  
EXHIBIT "D" \*

Valuation of each unit and the percentage of undivided interest and voting percentages to the common areas of the project are as follows:

WJF 3244

This Document is being recorded to correct EXHIBIT "D" of DECLARATION OF CONDOMINIUM OWNERSHIP - PIEDMONT WEST CONDOMINIUMS that was recorded April 8, 1983, Anchorage Recording District; BOOK 874; Pages 0113, 0114 & 0115

\*

Unit/Square Feet	Percentage of Undivided Interest and Voting Percentage	Unit Value
101/764	1.12	\$70,000
102/583	.94	59,000
103/751	1.14	71,500
104/570	.97	60,500
105/577	.94	59,000
106/535	.77	48,000
107/564	.97	60,500
108/580	.94	59,000
109/567	.97	60,500
110/557	.85	53,000
111/716	1.02	64,000
112/580	.94	59,000
113/765	1.12	70,000
114/567	.97	60,500
115/752	1.17	73,500
201/765	1.15	72,000
202/583	.94	59,000
203/750	1.12	71,000
204/568	.96	60,000
205/581	.94	59,000
206/581	.94	59,000
207/568	.96	60,000
208/567	.96	60,000
209/578	.94	59,000
210/587	.93	58,000
211/568	.96	60,000
212/744	1.16	73,000
301/764	1.12	70,000
302/583	.94	59,000
303/752	1.16	73,000
304/568	.96	60,000
305/580	.94	59,000
306/560	.94	59,000
307/569	.96	60,000
308/570	.96	60,000
309/577	.94	59,000
310/581	.93	58,000
311/567	.96	60,000
312/743	1.16	73,000
401/584	.94	59,000
402/580	.94	59,000

This Document is being recorded to correct EXHIBIT "D" of DECLARATION OF CONDOMINIUM OWNERSHIP - PIEDMONT WEST CONDOMINIUMS that was recorded April 8, 1983, Anchorage Recording District; BOOK 874; Pages 0113, 0114 & 0115

403/570	.99	62,000
404/571	.96	60,000
405/581	.94	59,000
406/584	.94	59,000
407/568	.96	60,000
408/568	.96	60,000
409/581	.94	59,000
410/586	.93	58,000
411/567	.96	60,000
412/747	1.16	73,000
501/764	1.12	70,000
502/583	.94	59,000
503/751	1.12	71,000
504/570	.96	60,000
505/577	.94	59,000
506/528	.80	50,000
507/564	.96	60,000
508/580	.94	59,000
509/567	.96	60,000
510/580	.94	59,000
511/765	1.12	70,000
512/567	.96	60,000
513/752	1.12	71,000
601/761	1.12	70,000
602/583	.94	59,000
603/752	1.16	73,000
604/567	.96	60,000
605/580	.94	59,000
606/581	.94	59,000
607/567	.96	60,000
608/568	.96	60,000
609/578	.94	59,000
610/586	.93	58,000
611/567	.96	60,000
612/740	1.16	73,000
701/763	1.12	70,000
702/583	.94	59,000
703/751	1.12	71,000
704/570	.96	60,000
705/577	.94	59,000
706/539	.80	50,000
707/564	.96	60,000
708/580	.94	59,000
709/567	.96	60,000
710/580	.94	59,000
711/765	1.12	70,000
712/570	.96	60,000
713/752	1.12	71,000

801/763	1.12	70,000
802/581	.94	59,000
803/750	1.12	71,000
804/568	.96	60,000
805/580	.94	59,000
806/578	.94	59,000
807/567	.96	60,000
808/567	.96	60,000
809/577	.94	59,000
810/583	.93	58,000
811/567	.96	60,000
812/742	1.12	71,000

100.00

\$6,268,000

DATED THIS 8<sup>th</sup> DAY OF May, 1984, at Anchorage, Alaska

KILIHUNE, INC., Declarant

By: James Cinker  
James Cinker,  
Its: Vice President

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 8<sup>th</sup> day of MAY, 1984, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared James Cinker to me known to be the Vice President of KILIHUNE, INC. and acknowledged that he signed the same freely and voluntarily for the uses and purposes of said corporation and being authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Sally S. Moore  
Notary Public in and for Alaska  
My Commission expires: July 7, 1985

84-036328  
1400 CC

MAY 9 9 20 AM '84

REQUESTED BY  
ADDRESS SAFECO

This Document is being recorded to correct EXHIBIT "D" of DECLARATION OF CONDOMINIUM OWNERSHIP - PIEDMONT WEST CONDOMINIUMS that was recorded April 8, 1983, Anchorage Recording District; BOOK 874; Pages 0113, 0114 & 0115

