

72-82281

ANCHORAGE RECORDING DISTRICT

RESTATEMENT OF

AMENDMENT TO DECLARATION

FOR BRIARCLIFF CONDOMINIUMS

RECORDED MARCH 31, 1992

THE FOLLOWING IS A RESTATEMENT OF THE AMENDMENT TO DECLARATION FOR BRIARCLIFF CONDOMINIUMS WHICH WAS RECORDED MARCH 31, 1992, IN BOOK 2254 AT PAGE 645, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND SUPERSEDES SAID AMENDMENT IN ITS ENTIRETY.

AMENDMENT TO DECLARATION SUBMITTING REAL PROPERTY TO HORIZONTAL PROPERTY REGIMES ACT FOR BRIARCLIFF CONDOMINIUMS *Plot 84-4*

Preamble

This Amendment of the Declaration Submitting Real Property to Horizontal Property Regimes Act (hereafter the "Declaration") is made by the Briarcliff Condominiums Homeowners Association, Inc. (hereafter the "Association") and Josef F. Boehm (hereafter the "Declarant"). The Declaration of Briarcliff Condominiums was recorded January 6, 1984 in Book 1029 at Page 36, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

On April 19, 1985, an Amendment to the Declaration was recorded in Book 1254 at Page 545, Anchorage Recording District, Third Judicial District, State of Alaska, which regarded Phase II and III of the project and amended Article II, Section 4 of the Declaration.

On June 27, 1985, an Amendment to the Declaration was recorded in Book 1286 at Page 339, Anchorage Recording District, Third Judicial District, State of Alaska, which regarded Phase II and Phase III of the project and supplemented Articles 3, 4, 6 and 8 of the Declaration.

On June 27, 1985, an Amendment to the Declaration was recorded in Book 1286 at Page 354, Anchorage Recording District, Third Judicial District, State of Alaska, which regarded Phase II and

Phase III of the project, superseded the Amendment recorded April 19, 1985, substituted a new Article 2 to the Declaration, and amended Article 27 of the Declaration.

On August 9, 1985, an Amendment to the Declaration was recorded in Book 1306 at Page 108, Records of the Anchorage Recording District, Third Judicial District, State of Alaska, which regarded Phase II and Phase III of the project, and corrected the property description of the Declaration and subsequent Amendments.

On April 14, 1988, an Amendment to the Declaration was recorded in Book 1725 at Page 335, Records of the Anchorage Recording District, Third Judicial District, State of Alaska, which amended Article 8, Section 3 of the Declaration regarding amendment of the Association Bylaws.

On March 31, 1992, an Amendment to the Declaration was recorded in Book 2254 at Page 645, Records of the Anchorage Recording District, Third Judicial District, State of Alaska, WHICH IS SUPERSEDED IN ITS ENTIRETY BY THIS AMENDMENT.

The purpose of this Amendment is to amend the Declaration of Briarcliff Condominiums so that the Declarant waives his rights to develop further phases in the project.

This Amendment was adopted by approval of condominium owners owning in the aggregate not less than two thirds (2/3) of the voting power, in accordance with the procedures set forth in Article XVI of the Declaration. This Amendment replaces the original above-described Declaration with respect to the particular Article and Section number set forth below. All other terms and conditions of the original documents remain unchanged. In the event of a conflict between this Amendment and the original documents, this Amendment controls.

WHEREAS, Article XXVI of the Declaration for Briarcliff Condominiums recorded January 6, 1984 in Book 1029 at Page 36 et. seq., Anchorage Recording District, Third Judicial District, State of Alaska, covers Phased Development and sets forth Phases I through VI and reserves various and sundry rights related to such additional phasing solely to the Declarant and/or the Declarant's successors and assigns; and

WHEREAS, Section 2 of Article XXVI as set forth on page 34 of said Declaration specifically states "No amendment to this Article XXVI shall effect the rights of Declarant, unless Declarant joins in the execution thereof"; and

WHEREAS, inasmuch as the sole remaining Declarant, Josef F. Boehm, wishes to waive such rights as he may have pursuant to Article XXVI of the Declaration and concur in this Amendment which deletes Phases IV, V and VI, as well as any other and future

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss:

THIS IS TO CERTIFY that on the 14 day of April, 1992, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared John E. Weisler and JoAnn Wilson and _____, known to me and to me known to be the President and Secretary, respectively, of BRIARCLIFF CONDOMINIUMS, and known to me to be the individuals named in and who executed the foregoing instrument, and they acknowledged to me, each for himself and not one for the other, that they executed the same freely and voluntarily for the uses and purposes therein stated.

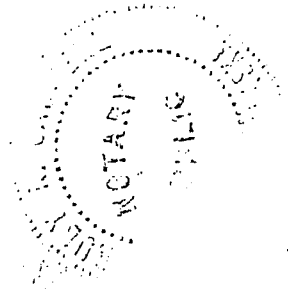
WITNESS my hand and notarial seal the day and year first above written.

Robert Caswell
Notary Public in and for Alaska
My Commission Expires: 7-25-92

AFTER RECORDING RETURN TO:

MCNALL & RANKINE, P.C.
1029 W. 3rd, Suite 100
Anchorage, AK 99501

Briarcliff Condos.
c/o Skare's Management
9200 Kirkwall Circle
Anchorage, ak. 99515-1133



This instrument is being recorded by Stewart Title as an accommodation only. It has not been examined as to its effect, if any, on the title of the estate herein.

92-016080
ANCHORAGE REC 24-cc
DISTRICT
REQUESTED BY STEWART TITL

'92 APR 20 AM 8 30

**AMENDMENT TO DECLARATION
SUBMITTING REAL PROPERTY TO
THE HORIZONTAL PROPERTY REGIME ACT
FOR
BRIARCLIFF CONDOMINIUMS**

THIS IS AN AMENDMENT OF THE DECLARATION SUBMITTING REAL PROPERTY TO HORIZONTAL PROPERTY REGIME ACT FOR BRIARCLIFF CONDOMINIUMS made on the 5th day of January 1984 and recorded on the 6th day of January 1984 in Book 1029, at Pages 0036 through 0076, Records of the Anchorage Recording District, Third Judicial District, State of Alaska as amended by those certain amendments recorded as follows: April 19, 1985 at Book 1254, at Pages 0545 through 0547; June 27, 1985 at Book 1286, at Pages 0339 through 0353; June 27, 1985 at Book 1286, at Pages 0354 through 0356; and August 9, 1985 in Book 1306, at Page 0108, all in the Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

This amendment was adopted by approval of condominium owners owning in the aggregate not less than two-thirds (2/3) of the voting power, in accordance with the procedures set forth in Article XVI of the above-described Declaration. This Amendment replaces the original above-described Declaration with respect to the particular Articles and Section numbers set forth below. All other terms and conditions of the original documents remain unchanged. In the event of a conflict between this Amendment and the original documents, this Amendment controls.

1. Section 3 of Article XIII of the above-described Declaration, entitled "Amendment of By-Laws" is replaced with the following:

Section 3 - General Powers of the Board of Directors. The Board of Directors may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws, or AS 34.08 (hereinafter referred to in this Section as "the Act"). The Board of Directors shall have, subject to the limitations contained in this Declaration and or the Act, the powers and duties necessary for the administration of the affairs of the Association which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws, rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for common expenses from unit owners;

- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents, other than managing agents, and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Association's Declaration, Bylaws or Rules in the Association's name on behalf of the Association or two or more owners on matters affecting the project;
- (g) Make contracts and incur liability;
- (h) Regulate the use, maintenance, repair, replacement and modification of the common areas;
- (i) Cause additional improvements to be made as part of the common areas;
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but common areas may be conveyed or subjected to a security interest only pursuant to AS 34.08.430 of the Act;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the common areas;
- (l) Impose and receive a payment, fee or charge for the use, rental or operation of the common areas, other than Limited Common Elements described in AS 34.08.100(2) and (4) of the Act, and for services provided to owners.
- (m) Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy a reasonable fine for violation of the Declaration, Bylaws, Rules and Regulations of the Association;
- (n) Impose a reasonable charge for the preparation and recordation of amendments to this Declaration, Resale Certificates required by AS 34.08.590 of the Act or a statement of unpaid assessments;
- (o) Provide for the indemnification of the Association's officers and Board of 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) Exercise any other powers conferred by this Declaration, the Articles of Incorporation or the Bylaws;
- (r) Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;
- (s) Exercise any other power necessary and proper for the governance and operation of the Association; and
- (t) By resolution, establish committees composed of members of the Board 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 notices of their actions to owners and the Board of Directors. However, actions taken by a committee may be appealed to the Board of Directors by an owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Board of Directors at its next regular meeting.

2. The following are added as Sections 6, 7 and 8 of Article XIII:

Section 6 - Board of Directors Limitations. The Board of Directors may not act on behalf of the Association to amend this Declaration, to terminate the Association, or to elect members of the Board of Directors or determine the qualifications, powers and duties, or terms of office of the Board of Directors' members, but the Board of Directors may fill vacancies in its membership for the unexpired portion of any term.

Section 7 - Right To Notice And Hearing. Whenever the condominium documents require that an action be taken after "Notice and Hearing", the following procedures shall be observed: The party proposing to take the action (e.g., the Board of Directors, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all owners or occupants of units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in

writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 8 - Right to Notice and Comment. Before the Board of Directors amends the By-Laws, whenever the documents require that an action be taken after "Notice and Comment", and at any other time the Board of Directors 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 Board of Directors 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.

3. The following replaces Article XV of the above-described Declaration in its entirety:

ARTICLE XV

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

Section 1 - Apportionment of Common Expenses. Except as provided in Section 2 herein, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Areas as shown on Exhibit "D" to the Declaration.

Section 2 - Common Expenses Attributable To Fewer Than All Units.

- (a) Any Common Expense for services provided by the Association to an individual unit at the request of the Owner shall be assessed against the unit which benefits from such service.
- (b) Any insurance premium increase attributable to a particular Unit by virtue of activities in a Unit shall be assessed against that Unit.

- (c) An assessment to pay a judgment against the Association may be made only against the Units in the Association at the time the judgment was entered, in proportion to their Common Expense liabilities.
- (d) If a Common Expense is caused by the misconduct of an Owner, the Association may assess that expense exclusively against the Unit .
- (e) Fees, charges, late charges, fines, collection costs, including reasonable attorney's fees, fines and interest charged against an Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments.

Section 3 - Lien.

- (a) The Association has a lien on a Unit for an assessment levied against the Unit or fines imposed against its Owner from the time the assessment or fines become due. Fees, charges, late charges, collection costs, including reasonable attorney's fees, fines and interest charged pursuant to AS 34.08 (hereinafter referred to in this Section as "the Act") and the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- (b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) a lien and encumbrances recorded before the recordation of the original Declaration in 1984; (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 or charges against the Unit. A lien under this section is also prior to all Security Interests described in Subdivision (2) of this Subsection if the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section 4 of this Article which would have become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce either the Association's lien or a

Security Interest described in Subdivision (2) of this Subsection. This Subsection does not affect the priority of mechanics' or materialman's liens, or the priority of a lien for other assessments made by the Association. A lien under this Section is not subject to the provision of AS 09.38.010.

- (c) Recording of the Declaration constitutes record notice and perfection of the lien. Further recording of a claim of lien for assessments under this Section is not required.
- (d) A lien for an unpaid assessment is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the assessment becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- (e) This Section does not prohibit an action to recover sums for which Subsection (a) of this Section 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 an award to the Association for actual costs and reasonable attorney's fees.
- (g) A judgment or decree in any action brought under this Section is enforceable by execution under AS 09.35.010.
- (h) The Association's lien must be foreclosed as a lien is foreclosed under AS 34.35.005.
- (i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Owner to collect all sums alleged to be due from that 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 4 of this Article.

- (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 become due before the sale, other than the assessments which are prior to that Security Interest under Subsection 2(b). Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Owners, including the purchaser.
- (k) Any payments received by the Association in the discharge of an Owner's obligation may be applied to the oldest balance due.
- (l) The Association may acquire, hold, lease, mortgage and convey a Unit foreclosed upon pursuant to this Section, for unpaid assessments.

Section 4 - Budget Adoption and Ratification. Within 30 days after adoption of a proposed budget for the Association, the Board of Directors shall provide a summary of the budget to each Owner, and shall set a date for a meeting of the Owners to consider ratification of the budget not less than 14 nor more than 30 days after mailing of the summary. Unless at that meeting a majority of all Owners reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the terms of the periodic budget last approved continues until the Owners ratify a budget proposed by the Board of Directors.

Section 5 - Ratification of Non-budgeted Common Expense Assessments. If the Board of Directors votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 2 of this Article, in an amount greater than fifteen (15%) percent of the current annual operating budget, the Board of Directors shall submit such Common Expense to the Owners for ratification in the same manner as a budget under Section 4.

Section 6 - Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish

to an Owner a statement in recordable form setting out the amount of unpaid assessments against the Unit. The statement must be furnished within 10 business days after receipt of the request and is binding on the Association, the Board of Directors and each Owner.

Section 7 - Monthly Payment of Common Expenses. All Common Expenses assessed under this Article XV shall be due and payable monthly.

Section 8 - Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Owner in the payment of any Common Expense assessment levied against his or her Unit, the Board of Directors 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 9 - No Waiver of Liability for Common Expenses. No 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 10 - Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

Section 12 - Notice To Holders of Security Interest. Upon request the Association shall report to the holder of a first security interest in a Unit any unpaid assessments remaining unpaid for longer than sixty (60) days after the same shall have become due.

Section 13 - Annual Audit Furnished Holder of Security Interest. Upon request the holder of a security interest in a Unit shall be entitled to receive an annual audited financial statement of the Project within sixty (60) days following the end of any fiscal year of the Project.

Section 14 - Definitions. In this Article XV, the following words and phrases shall have the following meanings:

- (a) Common Expenses. The expenses or financial liabilities for the operation of the Association. These include:
 - (i) Expenses of administration, maintenance, repair or replacement of the Common Areas;

- (ii) Expenses declared to be Common Expenses by the Document or the Act;
 - (iii) Expenses agreed upon as Common Expenses by the Association, and
 - (iv) Such reasonable reserves as may be established by the Association, for repair, replacement or addition to the Common Areas or any other real or personal property acquired or held by the Association.
- (b) Documents. The Declaration, the Bylaws and the Rules as they may be amended from time to time.
 - (c) 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 an Association, and any other consensual lien or title retention contract intended as security for an obligation.
 - (d) "Collection costs" shall include, but not be limited to, reasonable attorney's fees and the costs of credit reports.
 - (e) "Reasonable attorney's fees" shall mean the actual attorney's fees of the Association in the absence of an express judicial finding to the contrary.

4. The following is added as Article XXVII to the Declaration:

ARTICLE XXVII

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 Owners of Units to which at least fifty-one (51%) of the votes in the Association are allocated, at a meeting called for that purpose.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the authorized officers of Briarcliff Condominium Association, Inc. on this _____ day of _____, 1987.

BRIARCLIFF CONDOMINIUM
ASSOCIATION, INC.

By: _____
Its: President

By: _____
Its: Secretary

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the _____ day of _____, 1987 before me the undersigned, notary public in and for the State of Alaska, personally appeared _____, and _____ known to me and to me known to be the President and Secretary, respectively, of Briarcliff Condominium Association, Inc., and they acknowledged to me that they executed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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

Notary Public in and for Alaska
My commission expires: _____

ANCHORAGE RECORDING DISTRICTAMENDMENT TO DECLARATION
SUBMITTING REAL PROPERTY TO
THE HORIZONTAL PROPERTY REGIME ACT
FOR
BRIARCLIFF CONDOMINIUMS

THIS IS AN AMENDMENT OF THE DECLARATION SUBMITTING REAL PROPERTY TO HORIZONTAL PROPERTY REGIME ACT FOR BRIARCLIFF CONDOMINIUMS made on the 5th day of January 1984 and recorded on the 6th day of January 1984 in Book 1029, at Pages 0036 through 0076, Records of the Anchorage Recording District, Third Judicial District, State of Alaska as amended by those certain amendments recorded as follows: April 19, 1985 at Book 1254, at Pages 0545 through 0547; June 27, 1985 at Book 1286, at Pages 0339 through 0353; June 27, 1985 at Book 1286, at Pages 0354 through 0356; and August 9, 1985 in Book 1306, at Page 0108, all in the Records of the Anchorage Recording District, Third Judicial District, State of Alaska. Relating to the real estate described in Plat Nos. 84-4 and 85-199.

This amendment was adopted by approval of condominium owners owning in the aggregate not less than two-thirds (2/3) of the voting power, in accordance with the procedures set forth in Article XVI of the above-described Declaration. This Amendment replaces the original above-described Declaration with respect to the particular Article and Section number set forth below. All other terms and conditions of the original documents remain unchanged. In the event of a conflict between this Amendment and the original documents, this Amendment controls.

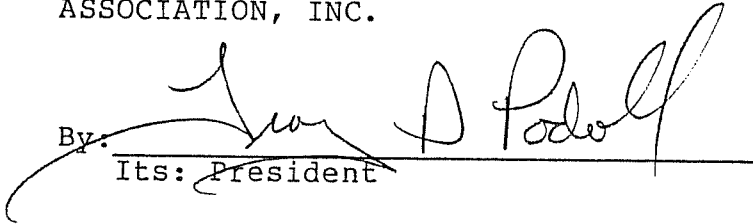
1. Section 3 of Article XIII of the above-described Declaration is amended to read as follows:

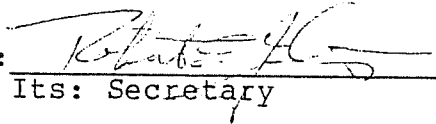
Section 3. Amendment of By-Laws. The By-Laws of the Association may be amended in any respect not inconsistent with any provisions of law or this Declaration by the Board of Directors after Notice and Comment. Any material amendment to the By-laws, including, but not limited to, any amendment which would change the percentage interest of the unit owners in the project requires the written approval of one hundred percent (100%) of the holders of first mortgages on the units. "Notice and Comment" means that the unit owners have the right to receive notice of the proposed action and the right to comment orally or in writing in accordance with the following procedure: 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 Board of Directors 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.

DATED at Anchorage, Alaska, this 3rd day of March, 1988.

BRIARCLIFF CONDOMINIUM
ASSOCIATION, INC.

By: 
Its: President

By: 
Its: Secretary

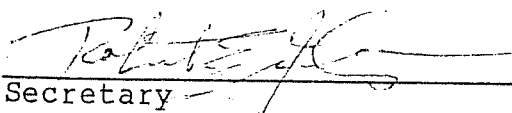
CERTIFICATE OF OFFICERS

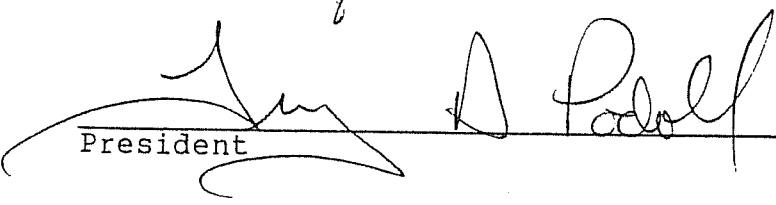
We, the undersigned, do hereby certify that:

1. We are the duly elected and acting President and Secretary of BRIARCLIFF CONDOMINIUM ASSOCIATION, INC., an Alaskan non-profit corporation; and

2. The foregoing Amendment constitutes the Amendment to Declaration Submitting Real Property to the Horizontal Property Regime Act for BRIARCLIFF CONDOMINIUMS, duly adopted by the owners, pursuant to Article XVI of the Declaration. This Amendment shall be effective upon recordation.

IN WITNESS WHEREOF, we have hereunto subscribed our names and affixed the seal of the Corporation this 3rd day of March, 1988.

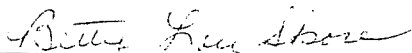

Secretary


President

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 3rd day of March, 1988, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Troy D. Podoll, to me known to be the President of BRIARCLIFF CONDOMINIUM ASSOCIATION, INC., and who executed the foregoing instrument and acknowledged to me that he/she signed the foregoing instrument as the free and voluntary act and deed for the uses and purposes therein mentioned 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.


Notary Public in and for Alaska
My commission expires: 12/4/91



STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 3rd day of March, 1988, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Robert E. Julian, to me known to be the Secretary of BRIARCLIFF CONDOMINIUM ASSOCIATION, INC., and who executed the foregoing instrument and acknowledged to me that he/she signed the foregoing instrument as the free and voluntary act and deed for the uses and purposes therein mentioned and being authorized to do so.

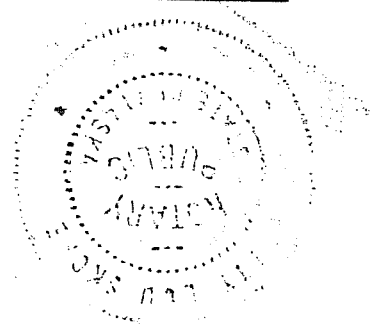
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Betty Rose Snow

Notary Public in and for Alaska
My commission expires: 12/4/91

RETURN TO:

LAW OFFICES OF WILLIAM L. McNALL
310 K Street, Suite 312
Anchorage, AK 99501



88 - 020866
19 - CC

RECORDED - FILED
ANCHORAGE

APR 14 8 30AM '88
RECORDED BY W. Mennell
ADDRESS Ancho

AMENDMENT TO DECLARATION SUBMITTING REAL PROPERTY TO HORIZONTAL REGIME ACT FOR BRIARCLIFF CONDOMINIUMS PHASE II and PHASE III

The undersigned, being the owners of the real property more particularly described below, hereby amends the Horizontal Property Regime Act with respect to said property known as Briarcliff Condominiums. The Declaration that is being amended is recorded in Book 1029, Page 36, Anchorage Recording District, Third Judicial District, State of Alaska. The Plat for Phase I was filed under file no. 84-4, which survey maps and floor plans are incorporated herein by reference as if fully set forth. The description of the land which was originally submitted to the provisions of the Horizontal Regime Act as Phase I is described as follows:

Lot One (1), Two (2), and Three (3), Block One (1), BRIARCLIFF SUBDIVISION, Anchorage Recording District, Third Judicial District, State of Alaska

The description of land which was subsequently submitted to the Horizontal Property Regime Act for Phase II is as follows:

Lot Fourteen (14), Block Two (2), Lot Thirteen (13), Block Two (2), Lot Nine (9), Block Two (2), BRIARCLIFF SUBDIVISION, Anchorage Recording District, Third Judicial District, State of Alaska.

The description of land which was subsequently submitted to the Horizontal Property Regime Act for Phase III is as follows:

Lot Twelve (12), Block Two (2), Lot Eleven (11), Block Two (2), and Lot Ten (10), Block Two (2), BRIARCLIFF SUBDIVISION, Anchorage, Recording District, Third Judicial District, State of Alaska.

The Plat for Phase II and Phase III is found under file no. _____ which survey maps and floor plans are incorporated herein by reference as if fully set forth.

THIS AMENDMENT IS IN ADDITION TO THAT CERTAIN AMENDMENT RECORDED APRIL 19, 1985 IN BOOK 1254 AT PAGE 545 AND RERECORDED JUNE 27, 1985 IN BOOK 1286 AT PAGE 339

Dated this 7th day of August, 1985.

85-053680

COMMERCIAL DEVELOPMENT a limited partnership

RECORDED AND REC. DISTRICT

BY: Joseph F. Boehm, partner

AUG 9 1 59 PM '85

BY: RONALD J. SEGERS, partner

STATE OF ALASKA THIRD JUDICIAL DISTRICT

BNG-Engineers, Alaska Inc. 1200 E. 7th Ave Anchorage, AK 99501

THIS IS TO CERTIFY that on the 7th day of August, 1985, the foregoing was acknowledged to before me by JOSEPH F. BOEHM, partner.

Notary Public Seal for DELORES LEE TUTTIE, State of Alaska, My Commission Expires: 12/31/88

NOTARY PUBLIC in and for Alaska, My Commission Expires:

STATE OF ALASKA THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the 7th day of August, 1985, the foregoing was acknowledged to before me by RONALD J. SEGERS, partner.

NOTARY PUBLIC in and for Alaska, My Commission Expires:

AMENDMENT TO DECLARATION SUBMITTING REAL PROPERTY TO HORIZONTAL REGIME ACT FOR BRIARCLIFF CONDOMINIUMS

PHASE II and PHASE III

The undersigned, being the owners of the real property more particularly described below, hereby amends the Horizontal Property Regime Act with respect to said property known as Briarcliff Condominiums. The Declaration that is being amended is recorded in Book 1029, Page 36, Anchorage Recording District, Third Judicial District, State of Alaska. The Plat for Phase I was filed under file no. 84-4, which survey maps and floor plans are incorporated herein by reference as if fully set forth. The description of the land which was originally submitted to the provisions of the Horizontal Regime Act as Phase I is described as follows:

Lot One (1), Two (2), and Three (3), Block One (1), BRIARCLIFF SUBDIVISION, Anchorage Recording District, Third Judicial District, State of Alaska.

The amended portions of the Declaration as follows:

The description of land that is being submitted to the Horizontal Property Regime Act for Phase II is as follows:

Lot Fourteen (14), Block Two (2), Lot Thirteen (13), Block Two (2), Lot Nine (9), Block Two (2), BRIARCLIFF SUBDIVISION, Anchorage Recording District, Third Judicial District, State of Alaska.

The description of land that is being submitted to the Horizontal Property Regime Act for Phase III is as follows:

Lot Twelve (12), Block Two (2), Lot Eleven (11), Block Two (2), and Lot Ten (10), Block Two (2), BRIARCLIFF SUBDIVISION, Anchorage Recording District, Third Judicial District, State of Alaska.

The Plat for Phase II and Phase III is found under file no. 85-160, which survey maps and floor plans are incorporated herein by reference as if fully set forth.

Declarant amends the declaration by supplementing Article Three (3) of the original declaration. The following will

THIS AMENDMENT SUPERCEDES THAT CERTAIN AMENDMENT RECORDED APRIL 19, 1985 IN BOOK 1254 AT PAGE 545

4501204
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be added to Article Three (3):

ARTICLE THREE

Description of Condominium Buildings in Phase II.

Section 1. There are three (3) condominium buildings in Phase II which are each two story, wood frame construction on reinforced concrete block foundation, with wood and stucco siding, composition shingle roofs, and with units having one deck. Abbey and Winchester models have an upstairs front deck. The Portsmouth model has a lower rear deck.

Section 2. The condominium buildings are designated as buildings D through F and the units are designated D1 to D5, inclusive, E1 to E5, inclusive, and F1 to F8, inclusive.

Section 3. Condominium buildings are located on the land and contain the number of units and the gross living square footage and/or the building style is set forth on the survey maps in reference to above and also as follows:

| Building Number | Unit Numbers (Inclusive) | Location | Gross Living Square Footage |
|-----------------|-----------------------------|-----------------|-----------------------------------|
| D | D1 - D5 | Lot 14, Block 2 | 9,232.2 |
| E | E1 - E5 | Lot 13, Block 2 | 9,281.53 |
| F | F1 - F8 | Lot 9, Block 2 | 14,870.18 |

Declarant hereby further amends the declaration by supplementing Article three (3) of the declaration, the following will be added to Article three (3).

ARTICLE THREE

DESCRIPTION OF CONDOMINIUM BUILDINGS
IN PHASE III

Section 1. There are three (3) condominium buildings which are each two story, wood frame construction, on reinforced concrete block foundation, with wood and stucco siding, composition shingle roofs, and with units having one deck. Abbey and Winchester models have an upstairs front deck. The Portsmouth model has a lower rear deck.

Section 2. Condominium buildings are designated as units G through I and the units are designated G1 through G4, inclusive, H1 through H8, inclusive, and I1 through I7, inclusive.

Section 3. The condominium buildings are located on the land and contain the number of units and the gross living square footage and the building style is set forth on the survey map referred to above and as follows:

| Building No. | Unit Numbers (Inclusive) | Location | Gross Living Square Footage |
|--------------|-----------------------------|-----------------|-----------------------------------|
| G | G1 - G4 | Lot 12, Block 2 | 7,484.42 |
| H | H1 - H8 | Lot 11, Block 2 | 14,870.18 |
| I | I1 - I7 | Lot 10, Block 2 | 13,023.74 |

Declarant hereby amends Article four of the condominium declaration. Article four shall read as follows:

ARTICLE FOUR

Section 1. All units for Phase II and Phase III are delineated on the above referenced survey maps and floor plans and more particularly described in Exhibit "A" attached hereto and made a part hereto.

Section 2. The immediate access which the units have are set forth in Exhibit "B" attached hereto and made a part hereof.

Declarant hereby further amends the condominium declaration by amending Exhibit's "A" and "B". Exhibit's "A" and "B" as amended are attached hereto.

Declarant hereby amends Article Six of the Condominium Declaration to include Phase II and Phase III limited common areas and facilities. Said Articles shall read as follows:

ARTICLE SIX

PHASE II and III

DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES

The limited common areas and facilities reserved for the

use of each unit, to the exclusion of the other units, are the following:

Section 1. Parking. Two parking spaces, totalling 360 square feet for each unit allowing for side by side parking.

Section 2. Decks. There is one deck per unit. Access to one deck is through the unit bedroom and access to the other is through the unit living room depending on the model of the unit. In the Winchester model buildings there is 100 square feet of deck space. In the Portsmouth model buildings there is 147.11 total square feet of deck space. In the Abby model buildings there is 100 total square feet of deck space.

Section 3. Single access stairs and entry to each unit, if any, are located outside and separate from any unit.

The limited common areas is designated for each unit or shown in the above referenced survey map as Exhibit "C" attached hereto and made a part hereof.

Declarant hereby amends Exhibit "C" to the condominium declaration. That exhibit as amended is attached hereto.

Declarant further amends the condominium declaration by amending Exhibit "D". Exhibit "D" as amended is attached hereto and made a part hereof.

Declarant further amends the condominium declaration by amending Article Eight Section 1.

ARTICLE EIGHT

Section 1. The value of the total property of Phases I, II, and III, as designated with designated improvements thereon is Six Million Three Hundred Eighty Thousand Dollars (\$6,380,000.00).

Declarant further amends the condominium declaration by amending Exhibit "E" of the condominium declaration. Exhibit "E" as amended is attached hereto and made a part hereof.

DATED this ____ day of _____, 1984.

COMMERCIAL DEVELOPMENT,
a limited partnership

BY: Joseph F. Boehm
JOSEPH F. BOEHM, partner

BY: Ronald J. Segers
RONALD J. SEGERS, partner

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the 26th day of June, 1985,
the foregoing was acknowledged to before me by JOSEPH F. BOEHM,
partner

Cindy L. Esser
NOTARY PUBLIC in and for
Alaska, My Commission Expires:
STATE OF ALASKA
NOTARY PUBLIC
CINDY L. ESSER
My Commission Expires 11-19-85

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the 26th day of June, 1985, the
foregoing was acknowledged to before me by RONALD J. SEGERS,
partner

Cindy L. Esser
NOTARY PUBLIC in and for
Alaska, My Commission Expires:
STATE OF ALASKA
NOTARY PUBLIC
CINDY L. ESSER
My Commission Expires 11-19-85

EXHIBIT "A"
BRIARCLIFF CONDOMINIUMS
PHASE I

| Unit Number | Unit Type | Location |
|-------------|------------|-----------------|
| A1 | Abbey | Lot 1, Block 1 |
| A2 | Abbey | Lot 1, Block 1 |
| A3 | Portsmouth | Lot 1, Block 1 |
| A4 | Portsmouth | Lot 1, Block 1 |
| A5 | Winchester | Lot 1, Block 1 |
| A6 | Winchester | Lot 1, Block 1 |
| A7 | Winchester | Lot 1, Block 1 |
| B1 | Winchester | Lot 2, Block 1 |
| B2 | Winchester | Lot 2, Block 1 |
| B3 | Winchester | Lot 2, Block 1 |
| B4 | Winchester | Lot 2, Block 1 |
| B5 | Abbey | Lot 2, Block 1 |
| B6 | Abbey | Lot 2, Block 1 |
| B7 | Portsmouth | Lot 2, Block 1 |
| C1 | Winchester | Lot 3, Block 1 |
| C2 | Winchester | Lot 3, Block 1 |
| C3 | Winchester | Lot 3, Block 1 |
| C4 | Winchester | Lot 3, Block 1 |
| C5 | Winchester | Lot 3, Block 1 |
| C6 | Winchester | Lot 3, Block 1 |
| C7 | Winchester | Lot 3, Block 1 |
| PHASE II | | |
| D1 | Abbey | Lot 14, Block 2 |
| D2 | Winchester | Lot 14, Block 2 |
| D3 | Winchester | Lot 14, Block 2 |
| D4 | Winchester | Lot 14, Block 2 |
| D5 | Abbey | Lot 14, Block 2 |
| E1 | Winchester | Lot 13, Block 2 |
| E2 | Winchester | Lot 13, Block 2 |
| E3 | Winchester | Lot 13, Block 2 |
| E4 | Portsmouth | Lot 13, Block 2 |
| E5 | Abbey | Lot 13, Block 2 |
| F1 | Abbey | Lot 9, Block 2 |
| F2 | Winchester | Lot 9, Block 2 |
| F3 | Winchester | Lot 9, Block 2 |
| F4 | Winchester | Lot 9, Block 2 |
| F5 | Winchester | Lot 9, Block 2 |
| F6 | Portsmouth | Lot 9, Block 2 |
| F7 | Portsmouth | Lot 9, Block 2 |
| F8 | Abbey | Lot 9, Block 2 |
| PHASE III | | |
| G1 | Winchester | Lot 12, Block 2 |
| G2 | Portsmouth | Lot 12, Block 2 |
| G3 | Portsmouth | Lot 12, Block 2 |
| G4 | Winchester | Lot 12, Block 2 |
| H1 | Abbey | Lot 11, Block 2 |
| H2 | Winchester | Lot 11, Block 2 |
| H3 | Winchester | Lot 11, Block 2 |

| | | |
|-----|------------|-----------------|
| H4 | Fortsmouth | Lot 11, Block 2 |
| H5 | Fortsmouth | Lot 11, Block 2 |
| H6 | Winchester | Lot 11, Block 2 |
| H7 | Winchester | Lot 11, Block 2 |
| H8 | Abbey | Lot 11, Block 2 |
| H9 | Winchester | Lot 10, Block 2 |
| H10 | Fortsmouth | Lot 10, Block 2 |
| H11 | Fortsmouth | Lot 10, Block 2 |
| H12 | Abbey | Lot 10, Block 2 |
| H13 | Abbey | Lot 10, Block 2 |
| H14 | Winchester | Lot 10, Block 2 |
| H15 | Winchester | Lot 10, Block 2 |
| H16 | Winchester | Lot 10, Block 2 |
| H17 | Winchester | Lot 10, Block 2 |

The units will be two story, townhouse style, with an English Tudor exterior decor. The units will be of three different designs. The Portsmouth model will have on the first floor, the garage, entry, two bedrooms and a full bath. The second floor will have the master bedroom and bath in front over the garage, the dining room and kitchen in the middle and the living room in the back. This model has 1,895.77 square feet of gross living area. The Winchester model is the same as the Portsmouth on the first floor. The second floor has the living room in front over the garage, the kitchen and dining room in the middle and master bedroom and bath in the back. This unit contains 1,846.44 square feet. The Abbey model has, on the first floor, the garage in front, the entry, the kitchen behind the garage and the dining room and living room in the back. The second floor has the master bedroom in front over the garage, the two baths in the middle and two bedrooms in back. This plan has 1,846.44 square feet of gross living area. Each unit will have a standard four appliance kitchen and a fireplace. All walls will be textured drywall and floors will be carpet and vinyl. Common walls will be a double 2" x 4" stud wall.

There is one deck per unit. Access to one deck is through the unit bedroom and access to the other is through the living room. In the Winchester model buildings, there is 100 square feet of deck space. In the Portsmouth model buildings, there is 47.32 total square feet of deck space. In the Abbey model building, there is 100 square feet of deck space.

EXHIBIT "B"
BRIARCLIFF CONDOMINIUMS
PHASE I

ACCESS

Units A1, A2, A3, A4, A5, A6, and A7 all have access north of the units from the individual units to limited common area parking spaces appurtenant to each unit, then to a common area condominium driveway, and then to Merlin Loop, a public street.

Units B1, B2, B3, B4, B5, B6, and B7 all have access south from the individual units to limited common area parking spaces appurtenant to each unit, then to a common area condominium driveway, and then to Merlin Loop, a public street.

Units C1, C2, C3, C4, C5, C6, and C7 all have access north from the individual units to limited common area parking spaces appurtenant to each unit, then to a common area condominium driveway, and then to Merlin Loop, a public street.

PHASE II

Units D1, D2, D3, D4, and D5 all have access west from the individual units to limited common area parking spaces appurtenant to each unit, then to a common area condominium driveway, and then to King Arthurs Circle, a public street.

Units E1, E2, E3, E4, and E5 all have access east from the individual units to limited common area parking spaces appurtenant to each unit, then to a common area condominium driveway, and then to King Arthurs Circle, a public street.

Units F1, F2, F3, F4, F5, F6, F7, and F8 all have access north from the individual units to limited common area parking spaces appurtenant to each unit, then to a common area condominium driveway, and then to King Arthurs Circle, a public street.

PHASE III

Units G1, G2, G3, and G4 all have access west from the individual units to limited common area parking spaces appurtenant to each unit, then to a common area condominium driveway, and then to King Arthurs Circle, a public street.

Units H1, H2, H3, H4, H5, H6, H7, and H8 all have access vest from the individual units to limited common area parking spaces appurtenant to each unit, then to a common area condominium driveway, and then to King Arthurs Circle, a public street.

Units I1, I2, I3, I4, I5, I6, and I7 all have access north from the individual units to limited common area parking spaces appurtenant to each unit, then to a common area condominium driveway, and then to King Arthurs Circle, a public street.

EXHIBIT "C"
BRIARCLIFF CONDOMINIUMS
DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES
PHASE I

Unit Number

Parking

Decks

- A1
- A2
- A3
- A4
- A5
- A6
- A7
- B1
- B2
- B3
- B4
- B5
- B6
- B7
- C1
- C2
- C3
- C4
- C5
- C6
- C7

- P-A1-A & P-A1-B
- P-A2-A & P-A2-B
- P-A3-A & P-A3-B
- P-A4-A & P-A4-B
- P-A5-A & P-A5-B
- P-A6-A & P-A6-B
- P-A7-A & P-A7-B

- D-A1-A
- D-A2-A
- D-A3-A & D-A3-B
- D-A4-A & D-A4-B
- D-A5-A & D-A5-B
- D-A6-A & D-A6-B
- D-A7-A & D-A7-B

- P-B1-A & P-B1-B
- P-B2-A & P-B2-B
- P-B3-A & P-B3-B
- P-B4-A & P-B4-B
- P-B5-A & P-B5-B
- P-B6-A & P-B6-B
- P-B7-A & P-B7-B

- D-B1-A
- D-B2-A & D-B2-B
- D-B3-A & D-B3-B
- D-B4-A & D-B4-B
- D-B5-A
- D-B6-A
- D-B7-A & D-B7-B

- P-C1-A & P-C1-B
- P-C2-A & P-C2-B
- P-C3-A & P-C3-B
- P-C4-A & P-C4-B
- P-C5-A & P-C5-B
- P-C6-A & P-C6-B
- P-C7-A & P-C7-B

- D-C1-A & D-C1-B
- D-C2-A & D-C2-B
- D-C3-A & D-C3-B
- D-C4-A & D-C4-B
- D-C5-A & D-C5-B
- D-C6-A & D-C6-B
- D-C7-A & D-C7-B

PHASE II

- D1
- D2
- D3
- D4
- D5
- E1
- E2
- E3
- E4
- E5
- F1
- F2
- F3
- F4
- F5
- F6
- F7
- F8

- P-D1-A & P-D1-B
- P-D2-A & P-D2-B
- P-D3-A & P-D3-B
- P-D4-A & P-D4-B
- P-D5-A & P-D5-B

- D-D1-A
- D-D2-A
- D-D3-A
- D-D4-A
- D-D5-A

- P-E1-A & P-E1-B
- P-E2-A & P-E2-B
- P-E3-A & P-E3-B
- P-E4-A & P-E4-B
- P-E5-A & P-E5-B

- D-E1-A
- D-E2-A
- D-E3-A
- D-E4-A
- D-E5-A

- P-F1-A & P-F1-B
- P-F2-A & P-F2-B
- P-F3-A & P-F3-B
- P-F4-A & P-F4-B
- P-F5-A & P-F5-B
- P-F6-A & P-F6-B
- P-F7-A & P-F7-B
- P-F8-A & P-F8-B

- D-F1-A
- D-F2-A
- D-F3-A
- D-F4-A
- D-F5-A
- D-F6-A
- D-F7-A
- D-F8-A

PHASE III

- G1
- G2
- G3
- G4
- H1
- H2

- P-G1-A & P-G1-B
- P-G2-A & P-G2-B
- P-G3-A & P-G3-B
- P-G4-A & P-G4-B

- D-G1-A
- D-G2-A
- D-G3-A
- D-G4-A

- P-H1-A & P-H1-B
- P-H2-A & P-H2-B

- D-H1-A
- D-H2-A

H3
H4
H5
H6
H7
H8

I1
I2
I3
I4
I5
I6
I7

F-H3-A & F-H3-B
F-H4-A & F-H4-B
F-H5-A & F-H5-B
F-H6-A & F-H6-B
F-H7-A & F-H7-B
F-H8-A & F-H8-B

P-I1-A & P-I1-B
P-I2-A & P-I2-B
P-I3-A & P-I3-B
P-I4-A & P-I4-B
P-I5-A & P-I5-B
P-I6-A & P-I6-B
P-I7-A & P-I7-B

D-H3-A
D-H4-A
D-H5-A
D-H6-A
D-H7-A
D-H8-A

D-I1-A
D-I2-A
D-I3-A
D-I4-A
D-I5-A
D-I6-A
D-I7-A

EXHIBIT "D"
BRIARCLIFF CONDOMINIUMS
VALUE OF UNITS AND UNDIVIDED INTEREST
IN COMMON AREAS
PHASE I

| Unit Number | Value | Undivided Interest In Common Areas |
|-------------|--------------|---------------------------------------|
| A1 | \$110,000.00 | 1.724% |
| A2 | \$110,000.00 | 1.724% |
| A3 | \$110,000.00 | 1.724% |
| A4 | \$110,000.00 | 1.724% |
| A5 | \$110,000.00 | 1.724% |
| A6 | \$110,000.00 | 1.724% |
| A7 | \$110,000.00 | 1.724% |
| | | |
| B1 | \$110,000.00 | 1.724% |
| B2 | \$110,000.00 | 1.724% |
| B3 | \$110,000.00 | 1.724% |
| B4 | \$110,000.00 | 1.724% |
| B5 | \$110,000.00 | 1.724% |
| B6 | \$110,000.00 | 1.724% |
| B7 | \$110,000.00 | 1.724% |
| | | |
| C1 | \$110,000.00 | 1.724% |
| C2 | \$110,000.00 | 1.724% |
| C3 | \$110,000.00 | 1.724% |
| C4 | \$110,000.00 | 1.724% |
| C5 | \$110,000.00 | 1.724% |
| C6 | \$110,000.00 | 1.724% |
| C7 | \$110,000.00 | 1.724% |
| | | |
| PHASE II | | |
| D1 | \$110,000.00 | 1.724% |
| D2 | \$110,000.00 | 1.724% |
| D3 | \$110,000.00 | 1.724% |
| D4 | \$110,000.00 | 1.724% |
| D5 | \$110,000.00 | 1.724% |
| | | |
| E1 | \$110,000.00 | 1.724% |
| E2 | \$110,000.00 | 1.724% |
| E3 | \$110,000.00 | 1.724% |
| E4 | \$110,000.00 | 1.724% |
| E5 | \$110,000.00 | 1.724% |
| | | |
| F1 | \$110,000.00 | 1.724% |
| F2 | \$110,000.00 | 1.724% |
| F3 | \$110,000.00 | 1.724% |
| F4 | \$110,000.00 | 1.724% |
| F5 | \$110,000.00 | 1.724% |
| F6 | \$110,000.00 | 1.724% |
| F7 | \$110,000.00 | 1.724% |
| F8 | \$110,000.00 | 1.724% |
| | | |
| PHASE III | | |
| G1 | \$110,000.00 | 1.724% |
| G2 | \$110,000.00 | 1.724% |

| | | |
|---------------|-----------------------|-------------|
| G3 | \$110,000.00 | 1.7248 |
| G4 | \$110,000.00 | 1.7248 |
| H1 | \$110,000.00 | 1.7248 |
| H2 | \$110,000.00 | 1.7248 |
| H3 | \$110,000.00 | 1.7248 |
| H4 | \$110,000.00 | 1.7248 |
| H5 | \$110,000.00 | 1.7248 |
| H6 | \$110,000.00 | 1.7248 |
| H7 | \$110,000.00 | 1.7248 |
| H8 | \$110,000.00 | 1.7248 |
| I1 | \$110,000.00 | 1.7248 |
| I2 | \$110,000.00 | 1.7248 |
| I3 | \$110,000.00 | 1.7248 |
| I4 | \$110,000.00 | 1.7248 |
| I5 | \$110,000.00 | 1.7248 |
| I6 | \$110,000.00 | 1.7248 |
| I7 | \$110,000.00 | 1.7248 |
| TOTALS | \$6,380,000.00 | 1008 |

EXHIBIT "E"

SPECIAL POWER OF ATTORNEYKNOW ALL MEN BY THESE PRESENTS:

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

Lots One (1), Two (2), and Three (3)
Block Two (2), Lot Fourteen (14),
Block Two (2), Lot Thirteen (13),
Block Two (2), Lot Nine (9), Block
Two (2), Lots Ten (10), Eleven (11),
and Twelve (12), Block Two (2),
BRIARCLIFF SUBDIVISION, Anchorage
Recording District, Third Judicial
District, State of Alaska.

Authority Granted

The principal grants to said attorney the power to create Phase II, and/or Phase III, and/or Phase IV, and/or Phase V, and/or Phase VI of Briarcliff Condominiums, and to add such buildings and the units contained therein to the condominiums already established as Phase I and to file an amendment to the above referenced Declaration under the sole signatures of the declarant of Briarcliff Condominiums, or such other parties as it elects to have sign the same containing an approval as to creating Phase II, Phase III, Phase IV, Phase V, and Phase VI. In addition, the attorney is authorized to file an amended survey map and floor plans and amend the percentage of undivided interest and vote pursuant to the formula set forth in the Declaration, signed in the same manner detailing as required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation or Alaska Housing Finance Corporation or Institutional Lenders Supplying Construction or permanent financing for the project or part of it. The power to vote above provided for shall include but shall not be limited to all voting necessary to accomplish the establishment of the Phases described above. The principal acknowledges that by according to its attorney this power, principal is granting its said attorney powers to effect changes of percentages of interest for Briarcliff Condominiums which can decrease the relative interest of the principal undersigned.

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

DATED this _____ day of _____, 1984.

Principal-Purchaser

STATE OF ALASKA,
THIRD JUDICIAL DISTRICT,

)
)ss:
)

THIS IS TO CERTIFY that on this ____ day of _____
1984, before the undersigned Notary Public, personally appeared
_____, known to me and to me known
to be the individuals described in and who executed the foregoing
instrument; they acknowledged to me that they signed the same
freely and voluntarily for the uses and purposes therein set
forth.

WITNESS my hand and official seal.

NOTARY PUBLIC in and for Alaska
My Commission Expires: _____

85-042815
50-cc

RECORDED
ANCHORAGE REG.
DISTRICT

JUN 27 2 55 PM '85
REQUESTED BY JTICO
ADDRESS _____

NO. II
AMENDMENT TO DECLARATION SUBMITTING REAL
PROPERTY TO HORIZONTAL REGIME ACT FOR
BRIARCLIFF CONDOMINIUMS

PHASE II and PHASE III

The undersigned, being the owners of the real property more particularly described below, hereby amends the Horizontal Property Regime Act with respect to said property known as Briarcliff Condominiums, Phase II and Phase III. The Declaration that is being amended is recorded in Book 1029, page 36, Anchorage Recording District, Third Judicial District, State of Alaska. The Plat for Phase I was filed under file number 84-4, which survey maps and floor plans are incorporated herein by reference as if fully set forth. The description of the land which was submitted to the provisions of the Horizontal Regime Act as Phase II and Phase III are described as follows:

Lot Fourteen (14), Block Two (2), Lot Thirteen (13), Block Two (2), Lot Nine (9), Block Two (2), Lot Twelve (12), Block Two (2), Lot Eleven (11), Block Two (2), Lot Ten (10), Block Two (2), BRIARCLIFF SUBDIVISION, Anchorage Recording District, Third Judicial District, State of Alaska.

The Plat for Phase II and Phase III is found under file no. 85-160, which survey maps and floor plans are incorporated herein by reference as if fully set forth.

Declarant amends the Declaration by substituting a new Article II, Section 4, to the original Declaration. Article II, Section 4 will read as follows:

ARTICLE TWO

Section 4: "Owner". "Owner" means any person or entity at any time having fee title to a "Condominium Unit". "Owner" also will include any persons who are purchasing a unit on a real estate contract, but have not yet obtained title to the Unit.

Declarant amends the original Declaration by supplementing Article II, by adding to Article II a Section 10. Section 10 will read as follow:

** THIS AMENDMENT IS BEING RECORDED TO CORRECT THAT CERTAIN AMENDMENT RECORDED APRIL 19, 1985 IN BOOK 1254 AT PAGE 545, AND TO INCLUDE THE RECORDING INFORMATION OF THE REFILED PLAT**

SECTION TEN

Section 10: "Eligible Holder". A holder of a first mortgage, insurer, or governed notice of certain matters in accordance with the provisions set in this declaration:

Declarant further amends the Declaration with respect to Phase II and Phase III by creating a new Article. Article XXVII will read as follows:

ARTICLE XXVII

Section I: "Requests". Upon written request to the Owner's Association, identifying the name and address of the holder, insurer, or guarantor, and the unit number or address, any such eligible holder will be entitled to timely written notice of:

1. Any condemnation or casualty loss that affects either a material portion of the project or unit securing its mortgage;
2. Any 60 day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;
3. A lapse, cancellation, or materials modification of any insurance policy or fidelity bond maintained by the Owner's Association;
4. Any proposed action that requires the consent of a specific percentage of eligible mortgage holder.

Declarant further amends the Declaration by supplementing Article Three, Section I of the original Declaration and any amendments thereto. The following will be added to Article Three, Section I: All units have a crawl space.

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The Plat for Phase II and Phase III is found under file no. 85-92, which survey maps and floor plans are incorporated herein by reference as if fully set forth.

Declarant amends the Declaration by substituting a new Article II, Section 4, to the original Declaration. Article II, Section 4 will read as follows:

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COMMERCIAL DEVELOPMENT, a limited partnership

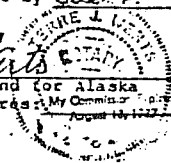
BY: Joseph F. Boehm, partner

BY: Ronald J. Segel, partner

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 15th day of April, 1985, the foregoing was acknowledged to before me by Joseph F. Boehm, partner

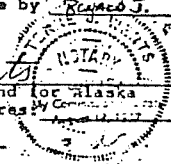
Lore J. Nantz
NOTARY PUBLIC in and for Alaska
My Commission Expires August 14, 1987



STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 15th day of April, 1985, the foregoing was acknowledged to before me by Ronald J. Segel, partner.

Lore J. Nantz
NOTARY PUBLIC in and for Alaska
My Commission Expires August 14, 1987



~~STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)~~

~~THIS IS TO CERTIFY that on the ___ day of ___, 1985, the foregoing was acknowledged to before me by _____~~

~~NOTARY PUBLIC in and for Alaska
My Commission Expires _____~~

85-025690
14-cc

RECORDED-FILED
ANCHORAGE REC.
DISTRICT

APR 19 11 39 AM '85
REQUESTED BY (TYICO)
ADDRESS _____

DECLARATION SUBMITTING
REAL PROPERTY TO HORIZONTAL REGIME ACT FOR
BRIARCLIFF CONDOMINIUMS

PHASE I

The undersigned, being the owners of the real property more particularly described below, hereby submit said property to the provisions of the Horizontal Property Regimes Act (Title 34, Chapter 07, Alaska Statutes as now existing or as herein after amended, and hereby establish a "Horizontal Property Regime" with respect to said property, for the "project", to be known as Briarcliff Condominiums, Phase I.

At the time of recording this Declaration, there has been filed in the Anchorage Recording District, Third Judicial District, State of Alaska, survey maps and floor plans for the project under File No 84-4, which survey maps and floor plans are incorporated herein by reference as if fully set forth.

ARTICLE I

DESCRIPTION OF LAND

The land on which the buildings and improvements of the condominiums provided for in this Declaration are located, is situate in the Anchorage Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

Lot One (1), Two (2), and Three (3),
Block One (1), BRIARCLIFF SUBDIVISION,
Anchorage Recording District, Third
Judicial District, State of Alaska.

Section 6: "Common Area". "Common Area" means the "Common Area" as set forth in Article V hereof.

Section 7: "Limited Common Areas and Facilities". "Limited common Areas and Facilities" means a part of the common area, an easement for the exclusive use of which will be granted as an appurtenance of a particular unit, as more particularly set forth in Article VI below.

Section 8: "Mortgage, Mortgagee, Mortgagor". Reference in this Declaration to a mortgage shall be deemed to include a Deed of Trust; reference to a mortgagee shall be deemed to include the beneficiary of a Deed of Trust; reference to a mortgagor shall be deemed to include the trustor of the Deed of Trust.

Section 9: "Institutional Holder". The term "Institutional Holder" means a mortgagee which is a bank or savings and loan association or establishment mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

ARTICLE III

DESCRIPTION OF CONDOMINIUM BUILDING

Section 1. There are three condominium buildings which are each two-story, wood frame construction on reinforced concrete block foundation, with wood and stucco siding, composition shingle roofs, and with two wooden decks per unit. Access to one deck is through the unit bedroom and the access to the other deck is through the unit livingroom. The units contain no basements.

Section 2. The condominium buildings are designated as Buildings A through C and the units are designated A1 through A7 inclusive, B1 through B7 inclusive, C1 through C7 inclusive.

ARTICLE II

DEFINITIONS

The following terms shall have the following meanings when used herein;

Section 1: "Unit". "Unit" means an individual airspace, and, as used herein, is identical to "Apartment", as defined in Title 34, Chapter 07, Alaska Statutes, except as herein otherwise defined. The boundary lines of each, unit are (except as elsewhere herein defined) the interior unfinished surfaces (exclusive of paint, paper, wax, tile, enamel or other furnishings) of its perimeter walls, floors, ceilings, windows and doors thereof, as shown on the survey maps and floor plans referred to above; and a unit includes both the portions of a building so described and the airspace so encompassed, and includes all fixtures, improvements and partitions therein contained. The foregoing notwithstanding the following are not a part of a "Unit": main or bearing walls, roofs, foundations, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the exterior perimeters of a "Unit", columns and girders to the unfinished surface thereof, all regardless of location.

Section 2: "Condominium Unit". "Condominium Unit" means a "Unit", together with an undivided interest in the common areas and facilities as set forth in Articles V and VII hereof, and the limited common area and facilities appurtenant to and reserved to the use of a "unit" to the exclusion of other "Units" referred to in Article VI hereof.

Section 3: "Condominium Building". "Condominium Building" means the buildings constructed, or to be constructed, on the property described in Article 1 above.

Section 4: "Owner". "Owner" means any person or entity at any time having fee title to a "Condominium Unit".

Section 5: "Project". "Project" means the "Property", as defined in A.S. 34.07.450(13).

Section 3. The condominium buildings are located on the land and contain the number of units and the gross living square footage and are of the building style as set forth on the survey maps referred to above as follows:

| <u>Building No.</u> | <u>Unit Numbers (Inclusive)</u> | <u>Location</u> | <u>Gross Living Square Footage</u> |
|---------------------|---------------------------------|-----------------|------------------------------------|
| A | A1 - A7 | Lot 1, Block 1 | 9,573 |
| B | B1 - B7 | Lot 2, Block 2 | 9,596 |
| C | C1 - C7 | Lot 3, Block 3 | 9,513 |

ARTICLE IV

DESCRIPTION OF UNITS AND ACCESS

Section 1. All units are delineated on the above referenced survey maps and floor plans. The units are more particularly described on Exhibit "A" attached hereto and made a part hereof.

Section 2. The immediate access to which the units have access is set forth in Exhibit "B" attached hereto and made a part hereof.

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ARTICLE V

DESCRIPTION OF COMMON AREAS AND FACILITIES

The common areas and facilities shall consist of:

Section 1. The land described in Article I above, the airspace above same, except the airspace occupied by each of the units, and all improvements situate upon such land, except those improvements actually within the airspace occupied by each unit. The common areas shall include stairs, balconies, fences, walkways, guest parking areas and landscaping.

Section 2. The foundation, beams, studding, supports, main walls and roof of the condominium building.

Section 3. The installations of common utility services to the exterior of the perimeter walls, floors or ceilings of each unit. In the case of utility services metered to and for each individual unit, such electricity, the common area or facility extends only to (and not including) such meter; and the meters and wires, conduits or pipes from same are improvements belonging exclusively to each particular unit. The pipes, conduits and wires from the interior surface of the exterior walls (or partitions between units) of the building are the exclusive property and responsibility of the owner of each such unit. Similarly, each unit has separate heating and hot water facilities, and such items are the exclusive property and responsibility of the owner or each such unit.

Section 4. All other parts of the project necessary or convenient to its existence, maintenance and safety, or normally in common use.

Section 5. Certain items which might ordinarily be considered common areas, such as, but not limited to, screen doors, window screens, awnings, storm windows, planter boxes, antennae, and the like, may, pursuant to decision of rules, be designated as private or individual items to be furnished and maintained at individual expense, in good order, according to standards and requirements set by the Board by rule, regulation or Bylaw.

ARTICLE VI

DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES

The limited common areas and facilities reserved for the use of each unit, to the exclusion of other units, are the following:

Section 1. Parking. Two parking spaces totaling 360 square feet for each unit allowing for side-by-side parking.

Section 2. Decks. There are two decks per unit, with the exception of unit B-1 and the Abbey models, access to one deck through the unit bedroom and access to the other through the unit livingroom. In the Winchester model buildings, there is 211.8 square feet of deck space. In the Portsmouth model buildings, there is 229.9 total square feet of deck space. In the Abbey model buildings, there is 154.32 total square feet of deck space. In the Winchester B-1 model only, there is 154.32 total square feet of deck space.

Section 3. Access. Single access stairs and entries to each unit, if any, are located outside and separate from any unit.

The limited common areas as designated for each unit are shown on the above referenced survey map and described on Exhibit "D" attached hereto and made a part hereof.

ARTICLE VII

UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES

The percentage of undivided interest in the common areas and facilities appertaining to each condominium unit and its owner for all purposes, including voting, is in accordance with Exhibit "D", attached hereto and made a part hereof.

ARTICLE VIII

VALUE OF LAND AND IMPROVEMENTS

Section 1. The value of the total property of Phase I as designated with designated improvements thereon is Two Million Three Hundred Ten Thousand Dollars (\$2,310,000.00).

Section 2. The value of each unit including its limited common areas, if any, and the percentage of undivided interest in the common areas and facilities appertaining to such unit for all purposes, including voting, is as set forth on Exhibit "D", attached hereto.

Such values are established as required by Chapter 34.07 A.S. and do not necessarily reflect the amount for which a condominium unit will be sold by Declarant or others.

ARTICLE IX

STATEMENT OF PURPOSES FOR THE CONDOMINIUM BUILDINGS AND CONDOMINIUM UNITS - USE RESTRICTIONS

Section 1. Residential. The condominium units are hereby restricted to single family residential uses and uses related to the convenience and enjoyment of such residential use.

Section 2. Sales and Construction Facilities of Declarant and Commercial Activity. Notwithstanding Section 1, Declarant shall be permitted to maintain during the period of construction and sale of condominium units upon such portion of the property as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction, sale or rental of condominium units and Declarant or a person designated by the Association as agent of the Association for purposes of managing the property, may maintain a management office and facilities in a residence. Furthermore, professional and administrative occupations may be carried on within the units so long as there exists no external evidence thereof.

Section 3. Compliance with Law. No immoral, improper, offensive or unlawful use shall be permitted or made of the project or any part thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the project shall be observed.

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Section 4. Rules and Regulations. Rules and regulations may be adopted by the Board of Directors concerning and governing the use of the general and limited common areas providing such rules and regulations shall be furnished to owners prior to the time they become effective and that such rules and regulations shall be uniform and non-discriminatory.

Section 5. No Unauthorized Additions, Alterations or Decorations. No additions, alterations or decorations to any common area, including those exterior common areas designated as limited common areas, shall be commenced, erected or maintained without the prior written approval of the Board of Directors as to conformity and harmony or external design and location with existing structures in the project.

Section 6.. Animals. The association may by rules and regulations prohibit or limit the raising, breeding or keeping of animals in any unit or on the common areas or any part thereof.

Section 7. Temporary Structure. No temporary structure, boat, truck, trailer, camper or recreation vehicle of any kind shall be used as a living area while located on the project; however, trailers or temporary structures for use incidental to the initial construction of the improvements on the property may be maintained thereon, but shall be removed within a reasonable time, upon completion of construction of the project.

Section 8. No First Right of Refusal. The right of an owner to sell, transfer, or otherwise convey the owner's condominium unit will not be subject to any right of first refusal or any similar restriction in favor of the Association of condominium owners, without the written approval of 100% of the holders of first mortgages on the condominium units.

Section 9. Renting, Leasing. With the exception of a lender in possession of a condominium unit following a default on a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no owners shall be permitted to rent or lease a condominium unit for transient or hotel purposes. No owner may lease or rent less than the entire condominium unit. Any lease or rental agreement shall provide that the terms thereof shall be subject in all respects to the provisions of the Declaration and the Bylaws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease or rental agreement. All leases and rental agreements shall be required to be in writing. Other than the foregoing, there is no restriction on the right of any owner to lease or rent a condominium unit.

Section 10. Parking and Vehicular Restrictions. No vehicle which shall not be in an operating condition shall be parked or left on the property subject to this Declaration other than in the parking space designated as belonging to a unit and that unit owner is the owner of the vehicle. There shall be no exposed storage or trailer, snow mobiles or recreation vehicles of any nature on any portion of the property for wither a temporary or permanent period, by any owner, lessee or occupant. However, guests of owners, lessees or occupants may park recreational vehicles on the property on a temporary basis only. Guest parking areas are located in the common areas and shall be supervised by the Board of Directors.

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ARTICLE X

AGENT FOR RECEIPT OF PROCESS

Pending amendment hereto, the person to receive service of process in the cases provided for under the Horizontal Property Regimes Act (Title 34, Chapter 07)

Chuck Tanner
SRA 1452 - T
Anchorage, Alaska 99502

such location being within the recording district in which the project is located. At the first meeting of the Board of Directors of the Association of Owners, as provided for in the Bylaws of the Association, a new registered agent may, with such agent's consent, be appointed, and an appropriate amendment of these Declarations shall be filed in the District Recorder's Office.

ARTICLE XI

EASEMENTS FOR ENCROACHMENTS AND UTILITIES

Section 1. Easements. If any portion of the common area now encroaches upon any condominium unit or if any condominium unit now encroaches upon any other condominium unit or upon any portion of the common areas, as a result of the construction of the building, or if any such encroachment shall occur hereafter as a result of settling or shifting of the building or for any other reason, a valid easement for the encroachment and for the maintenance of the same so long as the building stands shall exist. In the event any building, or any adjoining common area, shall be partially or totally destroyed as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common areas upon any condominium unit or upon any portion of the common areas due to this rebuilding, shall be permitted, and valid easements for such encroachment and the maintenance thereof shall exist so long as the building construed to be encumbrances affecting the marketability of title to any condominium unit.

Section 2. Reservation to Grant Easements. Declarant reserves the right to grant, convey, transfer, cancel relocate and otherwise deal with any and all utility easements now or hereafter located on or about the project; provided, however, no such action shall be taken that would substantially affect the appearance or structure of a condominium unit; and provided further that as and when one hundred percent (100%) of the condominium units have been sold the rights reserved under this Article shall be exercisable solely by and only by the Association.

ARTICLE XII

INCIDENTS OF CONDOMINIUM OWNERSHIP

Section 1. Limited Common Areas. Limited common areas described in Article VI and identified on the condominium map, shall be used exclusively by the owner or owners of said condominium unit or units and not by others except by invitation.

Section 2. Title. Title to a condominium unit may be held or owned by any person or entity and in any manner in which title to real property may be held or owned in the State of Alaska.

Section 3. Inseparability. Each unit shall be inseparable from the undivided interest in and to the common elements appurtenant thereto, and no such unit shall be conveyed, leased, devised, mortgaged or otherwise transferred except as a complete condominium unit as defined herein in Article II. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a condominium unit or any part thereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance respectively of the entire condominium unit, together with all appurtenant rights created by law or by this Declaration.

Section 4. Partition not Permitted. Common areas and facilities shall be owned in common by the owners of condominium units, and no owner may bring any action for partition thereof. There shall be no subdivision of a condominium unit, and no part of a condominium unit may be separated from any other part thereof during the period of condominium ownership prescribed herein without written agreement of one hundred percent (100%) of the owners of the condominium units in the project and the holders of first mortgages on one hundred percent (100%) of the condominium units in the project in order that each unit and the undivided interest in the common areas appurtenant to such unit shall always be conveyed, demised, encumbered, or otherwise affected only as to a complete condominium unit.

There shall be no combination of the area or space of one condominium unit with that of another without written agreement of one hundred percent (100%) of the owners of the condominium units in the project and the holders of first mortgages on one hundred percent (100%) of the condominium units in the project.

Section 5. Assessments and Taxation. Each condominium unit shall be assessed and taxed separately for all taxes, assessments, and other charges of the State of Alaska, or any political subdivision, or any special improvement district, or any other taxing assessing authority, including without limitation, special ad valorem levies and special assessments. No forfeiture or sale of any condominium unit for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other condominium unit.

Section 6. Owner's Right to Ingress and Egress. Each owner shall have the right to ingress and egress over, upon and across the common areas necessary for access to his condominium unit, and shall have the right to the horizontal and lateral support of his condominium unit, and such rights shall be appurtenant to and pass with the title to each condominium unit.

Section 7. Easements Deemed Created. Each owner has a nonexclusive easement for and may use the common areas and facilities. All conveyances of condominium units hereafter made, whether by the Declarant, or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to the provisions hereof and of the Bylaws of the Association, even though no specific reference to such easements appear in any such conveyance.

Section 8. Association's Right to Use of Common Areas. The Association shall have a nonexclusive easement to make such use of the common areas as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain in the general common areas maintenance and storage facilities for use by the Association.

Section 9. Labor and Material Liens. No labor performed or materials furnished for use in connection with any condominium unit with the consent of, or at the request of, an owner, or his agent, or subcontractor thereof, shall create any rights against any other condominium unit or against any interest in the common areas, except as to the undivided interest therein appurtenant to the condominium unit of the owner for which such labor shall have been furnished. Each owner shall indemnify and hold harmless the other owners from and against liability or loss arising from the claim of any lien against the project, or any part thereof, for labor performed, or for materials furnished on or for such owner's condominium unit.

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ARTICLE XIII

ADMINISTRATION

Section 1. The Association. The administration of the project shall be by the Briarcliff Condominium Association, Inc., an Alaska non-profit corporation, in accordance with this Declaration and its Articles of Incorporation and Bylaws.

Section 2. Membership. An owner of a condominium unit shall automatically become a member of the Association and shall remain a member for the period of his ownership.

Section 3. Amendment of Bylaws. The Bylaws of the Association may be amended by a vote of the members of the Association whose aggregate interest in the common elements constitute two thirds (2/3) at a meeting of the Association duly called for such purpose.

Section 4. Managing Agent. The Board of Directors may employ for the Association responsible management or manager at a compensation established by the Board to perform such duties and services as the Board shall authorize. Any management agreement for the project will be terminable by the Association for cause upon thirty (30) days' written notice thereof, and the term of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one-year periods.

Section 5. Receipt of Bylaws. Each owner shall receive a true and correct copy of the Bylaws of the Association upon becoming an owner, and shall acknowledge the receipt of same.

ARTICLE XIV

LIABILITY OF DIRECTORS AND OFFICES

Section 1. Exculpation. No director or officer of the Association shall be liable for acts or defaults of any other officer of member or for any loss sustained by the Association or any member thereof, unless the same has

resulted from his own willfull misconduct or negligence.

Section 2. Indemnification. The association shall indemnify every director or officer, and his or her heirs, executors and administrators against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceedings to which he may be made a party by reason of his being or having been a director or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or wilful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or wilful misconduct in the performance of his duty as such director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such director or officer may be entitled. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses.

ARTICLE XV

ASSESSMENTS

Section 1. Obligation. All owners shall be obligated to pay the estimated assessments imposed by the Board of Directors of the Association to meet the common expenses of maintenance, operation and management of the project. Any unit owned by Declarant that is unoccupied by a unit owner shall be assessed at seventy percent (70%) of the full cost assessment, however, all units shall pay full assessments no later than 120 days after conveyance of the first unit of the project. The assessments for the common expenses provided for herein shall commence on the 1st day of the month thirty (30)

days following the first sale of a unit of the project. The Board may establish any reasonable system for collection periodically of common expenses, in advance or arrears as deemed desirable. Initially, assessments for the estimated common expenses on the annual basis shall be made by the Board and shall be payable in equal monthly installments in advance on the first day of each calendar month.

At the end of each calendar year the Board shall determine actual expenses and either assess each owner or credit against the next ensuing calendar month as the case may be. Assessments made shall be based upon the estimated cash requirements deemed to be such aggregate sum as the Board shall from time to time determine to be paid by all of the owners. Estimated expenses include the cost of maintenance and operation of the common area, expenses of management, taxes and special assessments, unless separately assessed, insurance premiums for insurance coverage as deemed desirable or necessary by the Board, repairs and renovations, and utility charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Board or Managing Agent under or by reason of this Declaration, payment of any deficit remaining from a previous assessment period, the creation of a reasonable contingency or other reserve or surplus fund as well as other costs and expenses relating to the general common expense. The omission or failure of the Board to fix the assessments for any assessment period shall not be deemed a waiver, modification or release of the owners from their obligation to pay the same. The Board shall have the right, but not the obligation, to make pro rata refunds of any assessments in excess of the actual expenses incurred prior to the end of the calendar year.

Section 2. Apportionments. The percentage of common expenses to be paid by the owners shall be equal to such owner's appurtenant interest in and to the common area as set forth in the Declaration.

Section 3. Time for Payment of Assessments

Assessments will be levied by the Board of Directors. Assessments shall be due and payable within thirty (30) days after written notice of the amount thereof shall have been given to the respective owner. Each monthly assessment shall bear interest at the highest legal rate per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the owner for such assessment, but the date when payment shall become due and in such case shall be deferred to a date thirty (30) days after such notice shall have been given.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment, payable over such a period as the Association may determine, for the purpose of deferring, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the project or any part thereof or for any other expense or purchase incurred or to be incurred as provided in this Declaration. Any amounts assessed pursuant hereto shall be assessed to owners in proportion to their respective undivided interests in the common area. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the owners and no payment shall be due less than thirty (30) days after such notice shall have been given. A special assessment shall bear interest at the highest legal rate per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

Section 5. Assessment Lien. All sums assessed, but unpaid, for the share of common expenses or special assessments chargeable to any condominium unit shall constitute a lien on such condominium unit superior to all other liens and encumbrances except (a) tax special assessment liens on the condominium unit in favor of a taxing authority and (b) all sums unpaid on any mortgage of record or deed of trust of record. To evidence the lien as herein permitted, the Board of Directors may, but shall not be required, to prepare a written notice setting for the the amount of such unpaid indebtedness, the amount of accrued penalty thereon, the name of the owner of the condominium unit and a description of the condominium unit and record the same in the office of the Clerk of the Anchorage Recording District, State of Alaska. Such lien for assessment shall attach from the due date of the assessment. The condominium unit may be foreclosed upon the Association in the manner for foreclosing a mortgage on real property upon recording of a notice for claim thereof. In the event of any such foreclosure, the owner shall be liable for the amount of unpaid assessments, any penalties thereon, the cost and expense of such proceedings, the cost and expenses for filing the notice of the claim and lien and all reasonable attorney's fees in connection therewith. The association shall have the power to bid on a condominium unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

Section 6. Personal Obligation. The amount of any assessment chargeable against any condominium unit shall be a personal and individual debt of the owner thereof. No owner may exempt himself from liability for the assessment by abandonment or waiver of the use or enjoyment of any of

the common elements. Suit to recover a money judgment for unpaid common expenses plus interest and expenses, including attorneys' fees, shall be maintainable without foreclosing or waiving the assessment lien provided herein.

Section 7. Notice to Mortgagee. The Association shall report to any Mortgagee of a condominium unit any unpaid assessments remaining unpaid for longer than sixty (60) days after the same shall have become due if such Mortgagee first shall have furnished to the Association written notice of the Mortgage.

Section 8. Annual Audit Furnished Holder of Mortgage. Any institutional holder of a mortgage on a condominium unit in the project will, upon request, be entitled to receive an annual audited financial statement of the project within sixty (60) days following the end of any fiscal year of the project.

Section 9. Personal Liability of Purchaser for Assessments. If the holder of a first mortgage or other purchaser of a condominium unit obtains possession of the condominium unit as a result of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, the possessor, his successors and assigns are not liable for the share of common expenses or assessments by the Association chargeable to the condominium unit which became due before his possession. This unpaid share of common expenses or assessments is a common expense collectable from all of the owners, including the possessor, his successors and assigns, pro rata.

Section 10. Initial Obligation of Purchaser of a Unit. A first purchaser of a condominium unit from the Declarant shall be required at the closing of the acquisition of such condominium unit to establish a reserve account by depositing with the Association an amount equal to one-

sixth (1/6) or two (2) months of the particular unit's allocation of the annual budget. Such reserve account shall, while this project is subject to the Horizontal Property Regime Act, be maintained by subsequent purchasers of condominium units.

ARTICLE XVI

AMENDMENT

This Declaration may be amended by affirmative vote of not less than two-thirds (2/3) of the condominium unit owners; provided, however, the percentage of undivided interest of each owner in the common areas may be changed, and alterations to the project may be authorized, only by an amendment approved by one hundred percent (100%) of the owners; and provided, further, that the written approval of the institutional holders of first mortgages on one hundred percent (100%) of the condominium units shall be a prerequisite to the effectiveness of any action which amends any material provision of this Declaration, including but not limited to, any amendment which would change the percentage interests of the owners in the project.

ARTICLE XVII

DAMAGE AND DESTRUCTION

Within sixty (60) days of any damage or destruction to all or part of the property, a determination as to whether to repair or to reconstruct the same in accordance with the original plan shall be by majority vote of all condominium unit owners. If at least a majority of the owners vote to rebuild, repair, or reconstruct, and the insurance proceeds are insufficient to repair and reconstruct, the owners shall be liable for any deficiency as a common expense. If all or part of the property is destroyed or substantially destroyed and a vote of a majority of the owners to rebuild, repair, or reconstruct is not obtained, the insurance proceeds shall be applied by the Board of Directors first to satisfy the interest of mortgages or beneficiaries of the various

condominium units; second to the cost of removing the destroyed structure; and the remaining proceeds divided among the owners based upon his percentage of undivided interest.

In the event of substantial damage to or destruction of any unit or any part of the common areas, the institutional holder of any first mortgage on a unit will be entitled to timely written notice of any such damage or destruction.

ARTICLE XVIII

ALTERATION OF THE PROJECT

Restoration or replacement of the project or the building thereof or construction of any additional building or structural alteration or addition to the building, different in any material respect from the condominium file plan of the project, shall be undertaken by the Association or any owner only upon the prior approval by a one hundred percent (100%) vote of the condominium unit owners. Promptly upon completion of such restoration, replacement or construction, the Association shall duly record a complete set of floor plans of the project so altered, certified as built by a registered architect or professional engineer.

ARTICLE XIX

REPAIR AND MAINTENANCE

Section 1. Obligation of Owner.

(a) Every owner shall at all times repair, maintain and keep his unit and limited common areas subject to his exclusive control in good order and 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 areas or other units and shall be responsible for all loss and damage by his failure to do so.

(b) All repairs of internal installations within each unit and limited common areas subject to his exclusive control such as water, light, power, sewage, telephones, paving, doors, windows, lamps, and all other fixtures and accessories 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 owner's expense.

(c) Every owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common areas thereof damaged or lost through the fault of such owner or any person using the project under him and shall give prompt notice to the managing agent of any such damage, loss or other defects when discovered.

(d) In order to preserve a uniform exterior appearance to the building, the Board may require the painting of the building, decks and balconies, and prescribe the type and color of paint, and may prohibit, require, or regulate any modification or decoration of the building, decks and balconies undertaken or proposed by any owner. This power of the Board extends to screens, doors, awnings, rails or other visible portions of each condominium unit and condominium building. The Board may also require use of a uniform color of draperies or drapery lining for all units.

Section 2. Right of Entry.

(a) The managing agent and any other person authorized by the Board of Directors shall have the right to enter each condominium unit in case of any emergency originating in or threatening such condominium unit whether or not the owner or occupant is present at the time.

(b) Every owner and occupant, when so required, shall permit other owners or their representatives to enter his condominium unit at reasonable times for the purpose of performing authorized installations, alterations or repairs to the common areas therein for central services, provided

that requests for entry are made in advance. In case of emergency, such right of entry shall be immediate.

ARTICLE XX

INSURANCE

Section 1. Insurance and Bonds. The Board on behalf of the Association and at its common expense shall purchase and at all times maintain such policies of fire and liability insurance and bonds with respect to the project as may be provided by the Bylaws or authorized by the Board. Such insurance and bonds will be such as to meet the requirements of any institutional holder of a first mortgage or deed of trust on any condominium unit, but in any event, fire, extended coverage, and casualty insurance shall be maintained in an amount equal to the appraised insurable value of the project (exclusive of raw land value) and liability insurance in the amount of at least one million shall be maintained to protect the Association and the individual owners from liabilities caused by acts and omissions of all officers, agents or employees of the Owners Association, and the condition of the common areas.

Notwithstanding any other provisions herein, so long as the Federal National Mortgage Association or its successors and assigns, or Government National Mortgage Association, or Alaska Housing Finance Corporation is the mortgagee or beneficiary in a mortgage or deed of trust constituting a lien on a condominium unit or any owner, the Association will carry as a common expense, a master policy of casualty and liability insurance and a fidelity bond with such coverages and endorsements and in such amounts as shall be required by FNMA, GNMA, AHFC, regardless of other or different requirements of the Association, the owner, the lessor, beneficiaries or mortgagees or other interested parties.

ARTICLE XXI

ADDITIONAL MORTGAGE AND DEED OF TRUST PROTECTION
(Including Summary of Protection Set Forth in Bylaws)

(a) The prior written approval of each institutional holder of a first mortgage lien on condominium units in the project will be required for at least the following:

- (1) The abandonment or termination of the project, except for abandonment or termination provided by Section 34.07.330 of the Alaska Statutes in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (2) Any material amendment to the Declaration or Bylaws of the Owners Association, including, but not limited to, any amendment which would change the percentage interests of the condominium unit owners in the project.
- (3) The effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the project.
- (4) A change in the pro rata interest or obligation of any condominium unit for purposes of levying assessments or charges.
- (5) The use of hazard insurance proceeds for losses to any condominium property, whether to a unit or to the common areas, for other than the repair, replacement, reconstruction of such improvements except as provided in the Horizontal Property Regimes Act. In the case of substantial loss to the units and common areas notice will be given mortgagee's in writing, if the loss or taking to common elements or a single unit exceeds Ten Thousand Dollars (\$10,000.00)

(b) Any lien which the Association may have on any condominium unit in the project for the payment of common expense assessments attributable to such condominium unit will be subordinate to the lien or equivalent security interest of any first mortgage on the condominium unit recorded prior to the date of any such common expense assessments becoming due.

(c) Any institutional holder of a first mortgage on a condominium unit in the project will, upon request, be entitled to:

- (1) inspect the books and records of the project during normal business hours; and
- (2) written notice of all meetings of the Association of condominium Owners and be permitted to designate a representative to attend all such meetings.

ARTICLE XXII

CONDEMNATION

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

Section 2. Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award", shall be payable to such bank or trust company authorized to do business in the State of Alaska as the Board shall designate as Trustee for all their respective units and common interests.

Section 3. Complete Taking. In the event that the entire project 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 owners in proportion to the respective undivided interests in the common areas, provided that if a standard different from the value of the project as whole is employed to measure the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

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

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

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

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

(c) the respective amounts shall be allocated to the taking of or injury to a particular condominium unit and/or

improvements to the particular condominium unit involved;
and,

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

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

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

Section 6 Notice to Mortgagee. The institutional holder of a first mortgage on any unit shall be given written notice of any condemnation proceeding described herein and no provision of any documents establishing the project will entitle the owner of a condominium unit or other part to a priority over such institutional holder with respect to the distribution to such condominium unit of the proceeds of any award or settlement.

Section 7. Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XVII and XVIII above.

ARTICLE XXIII

CONTROL BY DECLARANT

Before the election of the first Board, as provided for in the Bylaws of the Association of Owners, the Declarant, or its successors or assigns, shall have all the rights, powers and obligations of the Board herein provided for, and in the Bylaws provided for, to administer the project; provided, however, that Declarant shall be subject to all limitations of such power on the Declarant or Board provided for in this Declaration and in the Bylaws, and provided, further, that control of the Owners Association will become vested in the purchasers of the condominium units within no more than 120 days after completion of transfer to purchasers of title to condominium units representing 51% of the votes of all owners, exclusive of the votes of owners within any future expansion of the project or within two years following conveyance of the first unit in the project or applicable phase. In addition, the Declarant shall have the right to change or modify any or all of the terms, restrictions and covenants herein contained, which change or modification shall be effective upon the recording thereof; provided, no change or modification of this Declaration shall be made without the prior written approval of the holder of the first mortgage on the entire condominium project, and/or the holder of the first mortgage on any unit or common areas thereof.

ARTICLE XXIV

BINDING EFFECT OF DECLARATIONS, BYLAWS, AND ARTICLES OF INCORPORATION OF OWNERS ASSOCIATION

All provisions of this Declaration, the Bylaws of the Owners Association, and the Articles of Incorporation of said Owners Association shall bind and be effective upon the owners of this project, their tenants, employees, contractors, and any and all other persons that may use or be on or about the project, or any part of it, in any manner.

The failure of any owner to comply with the provisions of this Declaration, the Bylaws of the Owners Association

and the Articles of Incorporation of said Owners Association shall constitute a breach of contract, and shall give rise to a cause of action in the Association and any aggrieved owner for the recovery of damages or injunctive relief or both. Any such action may be brought by the Board of Directors of the Association, or the Manager, in the behalf of the Association.

ARTICLE XXV

SEVERABILITY

If any provisions of this Declaration or the application thereof to any person or circumstance is held invalid by judgment or court order, the remaining provisions and their application to other persons, or to other circumstances shall not be affected thereby, and shall remain in full force and effect.

ARTICLE XXVI

PHASED DEVELOPMENT

Section 1. Number of Phases. Notwithstanding any language to the contrary contained in this Declaration, Declarant shall have the right at his sole option to amend this Declaration and the Horizontal Property Regime created hereby by adding units and common areas described as follows:

PHASE I

Phase I which is already submitted to the Horizontal Property Regimes Act will consist of Lots 1, 2, and 3, of Block 1, as described in Article I,

PHASE II

If the declarant decides to exercise his rights to amend this declaration and the Horizontal Property Regimes created hereby by adding an additional phase and common areas to the tract of land described in Article I, it will be known as Phase II and will consist of the following real property and buildings:

Phase II will consist of building D which will be of the same type of construction as buildings in Phase I, except it will consist of five units; building E which will be the same type of construction as buildings in Phase I, except it will consist of five units and building F will be the same type of construction as buildings in Phase I, except it will consist of eight units. Building D will be located on Lot 14, Block 2; Building E will be located on Lot 13, Block 2; Building F will be located on Lot 9, Block 2. All real property being located in the Briarcliff Subdivision, Anchorage Recording District, Third Judicial District, State of Alaska, as shown more exactly by survey maps and floor plans of the Project.

PHASE III

If the declarant decides to exercise his rights to amend this Declaration and the Horizontal Property Regimes created hereby by adding an additional Phase and common areas to the tracts of land described above, it will be known as Phase III and will consist of the following real property and buildings:

Building G consisting of the same type of construction as the buildings described in Phase I except it will consist of four units and will be located on Lot 12, Block 2; Building H, which will be of the same type of construction as the buildings described in Phase I, except it will consist of eight units and will be located on Lot 11, Block 2; Building I, which will consist of the same type of construction as the buildings in Phase I, except it will consist of seven units and will be located on Lot 10, Block 2. All real property being located in the Briarcliff Subdivision, Anchorage Recording District, Third Judicial District, State of Alaska, as shown more exactly by survey maps and floor plans of the project.

PHASE IV

If the declarant decides to exercise his rights to amend this Declaration and the Horizontal Property Regimes created hereby by adding an additional Phase and common areas to Phase I, II and III described above, it will be known as Phase IV and will consist of the following real property and buildings:

Building J will be of the same construction as the building described in Phase I except it will consist of seven units and be located on Lot 4, Block 1; building K will be of the same type of construction as the buildings in Phase I except it will consist of five units and be located on Lot 5, Block 1; building L will be of the same type construction as the buildings in Phase I except it will consist of five units and will be located on Lot 6, Block 1. All real property being located in the Briarcliff Subdivision, Anchorage Recording District, Third Judicial District, State of Alaska, shown more exactly by survey maps and floor plans of the project.

PHASE V

If the declarant decides to exercise his rights to amend this Declaration and the Horizontal Property Regimes Act created hereby by adding an additional Phase and common areas to Phase I, II, III and IV described above, it will consist of the following buildings and real property:

Building M will be of the same construction as the buildings in Phase I except it will consist of six units and be located on Lot 5, Block 2. Building N will be of the same type construction as the buildings described in Phase I but will consist of five units and be on Lot 6, Block 2; building O will be of the same type construction as the buildings described in Phase I but will consist four units and be on Lot 7, Block 2; building P will be of the same type construction as the buildings described in Phase I but will consist of six units and be on Lot 8, Block 2. All real property being within the Anchorage Recording District, State of Alaska, as shown more exactly by survey maps and floor plans of the project.

PHASE VI.

If the declarant decides to exercise his right to amend this Declaration and the Horizontal Property Regimes Act created hereby by adding units and common areas to the tracts of land described in Phase I, II, III, IV and V, it will consist of the following buildings and real property:

Building Q will be of the same type construction as the buildings described in Phase I but will consist of six units and be on Lot 4, Block 2. Building R will be the same type of construction as the buildings described in Phase I but will consist of four units and be on Lot 3, Block 2; building S which will be of the same type construction as the buildings described in Phase I but will consist of four units and will be on Lot 2, Block 2; building T will be the same type construction as the buildings described in Phase I but will consist of four units and will be

on Lot 1, Block 2; All real property being located in the Briarcliff Subdivision, Anchorage Recording District, Third Judicial District, as shown more exactly by survey maps and floor plans of the project.

Should such other Phases be established, they shall be expressly subject to this Declaration as well as the Bylaws of the Owners Association provided for herein as from time to time amended.

Declarant expects to complete all Phases, but is not required to complete. If such Phases are not in fact completed, the Phases that are completed shall be a complete fully operational project. The land described for any Phases that are not made a part of this Horizontal Property Regime Act may be used for any other lawful purpose in the declarant's discretion. Access over and across Phase I, Phase II, Phase III, Phase IV, Phase V, and Phase VI, is reserved for utility lines specified or established in and for any Phases, and the right to connect thereto is reserved, such reservations being for the purposes either of completing the subsequent Phases, or otherwise developing portions of the land, if not completed as a condominium phase for other purposes. Access over and across Phase I, Phase II, Phase III, Phase IV, Phase V, and Phase VI, subsequently established is reserved to declarant or to declarant's successors or assigns over the easements, roadways and utility lines hereinafter specified or established in and for Phase I, Phase II, Phase III, Phase IV, Phase V, and Phase VI, and the right to connect thereto is reserved, such reservations being for the purposes either of completing the subsequent Phases, or developing portions of the land if not completed as a condominium Phase.

Section 4. Amendments to Existing Phase. In altering the project to create Phase II, or Phase III, or Phase IV, or Phase V, or Phase VI, the declarant may, without joinder or consent of any person having an interest in the existing condominium units, amend this declaration to (i) create Phase II

Phase III, or Phase IV, or Phase V, or Phase VI and new common areas (ii) decrease the common interests appurtenant to each condominium unit existing prior to the amendment so that after each amendment each condominium unit shall have appurtenant to it an interest in the common areas as calculated according to the formula set forth in Section 3 below, (iii) add, withdraw, realign and grant utility easements over, under, across and upon the common areas, including but not limited to easements, and/or rights of way for electric, gas, or telephone services, water, sewer and storm pipe lines, refuse disposal, driveways, parking areas and roadways provided that such easements or rights of way do not materially impair the use of any existing unit or its appurtenant interest in the common areas, and (iv) rearrange or provided for or add additional parking spaces on the common areas. The alteration shall not require the alteration or demolition of any existing condominium unit.

Such amended Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

The amendments and additions authorized under this Article shall be made effective by filing of record the amendment to this Declaration with respect to the project as expanded which shall extend the Horizontal Property Regime to the additional property and the owners thereof. Such additional property shall be subject to the Bylaws at the time of such filing and as from time to time amended.

Until such time as all construction in all phases is complete and all condominium units sold, Declarant shall have the right to use any common areas and facilities, in Phase I including the use of any condominium units in Phase I as model condominium units and any additional model condominium units in future phases, for the purpose of showing and sales, and to display signs and advertising as deemed required by Declarant.

Section 2. Formula to be Used in Establishing and Amending Percentages of Undivided Interest and Vote in the Event Subsequent Phases are Established. In the event phases other than Phase I become a part of this project, the percentage of undivided interest and vote for all condominium units shall be substantially the same in all phases and shall be valued substantially the same in relationship to each by using existing valuations for condominium units in prior phases as the standards to which shall be added the total value of all condominium units previously within the project as set forth in the Declaration at the time of amendment. The total value of all condominium units within the project shall be divided into each condominium unit and the quotient shall equal the percentage of undivided interest and vote for such condominium unit. The values established for condominium units within subsequent phases shall be scheduled to establish the percentages required by Chapter 34.07.A.S., and shall not reflect necessarily the amount for which a condominium unit will be sold from time to time by Declarant or others. The values established for the subsequent phases in Section 1 of Article XXVI shall be used in the application of the above formula.

No amendment to this Article XXVI shall effect the rights of Declarant, unless Declarant joins in the execution thereof.

Section 6. Special Power of Attorney. All condominium unit owners shall be required, as a condition precedent to purchasing one or more condominium units in the project, to execute a special power of attorney in form identical to the one attached hereto as Exhibit "E".

Section 7. No change in the percentage interests in the common elements may be affected pursuant to any Phase more than seven (7) years after the Declaration becomes effective.

DATED this 5TH day of January, 1984.

Janet F. Boehm
Ron Segers

STATE OF ALASKA)
)ss:
 THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 5TH day of January, 1984, before me, the undersigned Notary Public in and for Alaska, personally appeared JOSEF F. BOEHM and RON SEGERS, known to me and to me known to be the individuals described in and who executed the foregoing instrument; they acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and official seal.

[Signature]
 Notary Public in and for Alaska
 My Commission Expires: 5-8-85

EXHIBIT "A"
BRIARCLIFF CONDOMINIUMS

| <u>Unit Number</u> | <u>Unit Type</u> | <u>Location</u> |
|--------------------|------------------|-----------------|
| A1 | Abbey | Lot 1, Block 1 |
| A2 | Abbey | Lot 1, Block 1 |
| A3 | Portsmouth | Lot 1, Block 1 |
| A4 | Portsmouth | Lot 1, Block 1 |
| A5 | Winchester | Lot 1, Block 1 |
| A6 | Winchester | Lot 1, Block 1 |
| A7 | Winchester | Lot 1, Block 1 |
| B1 | Winchester | Lot 2, Block 1 |
| B2 | Winchester | Lot 2, Block 1 |
| B3 | Winchester | Lot 2, Block 1 |
| B4 | Winchester | Lot 2, Block 1 |
| B5 | Abbey | Lot 2, Block 1 |
| B6 | Abbey | Lot 2, Block 1 |
| B7 | Portsmouth | Lot 2, Block 1 |
| C1 | Winchester | Lot 3, Block 1 |
| C2 | Winchester | Lot 3, Block 1 |
| C3 | Winchester | Lot 3, Block 1 |
| C4 | Winchester | Lot 3, Block 1 |
| C5 | Winchester | Lot 3, Block 1 |
| C6 | Winchester | Lot 3, Block 1 |
| C7 | Winchester | Lot 3, Block 1 |

The units will be two story, townhouse style, with an English Tudor exterior decor. The units will be of three different designs. The Portsmouth model will have on the first floor, the garage, entry, two bedrooms and a full bath. The second floor will have the master bedroom and bath in front over the garage, the dining room and kitchen in the middle and the living room in the back. This model has 1,336 square feet of gross living area. The Winchester model is the same as the Portsmouth on the first floor. The second floor has the living room in front over the garage, the kitchen and dining room in the middle and master bedroom and bath in the back. This unit contains 1,359 square feet. The Abbey model has, on the first floor, the garage in front, the entry, the kitchen behind the garage and the dining room and living room in the back. The second floor has the master bedroom in front over the garage, the two baths in the middle and two bedrooms in back. This plan has 1,412 square feet of gross living area. Each unit will have a standard four appliance kitchen and a fireplace. All walls will be textured drywall and floors will be carpet and vinyl. Common walls will be a double 2" x 4" stud wall.

There are two decks per unit, with exception to Unit B-1 and the Abbey units. Access to one deck is through the unit bedroom and access to the other is through the living room. In the Winchester model buildings, there is 211.8 square feet of deck space. In the Portsmouth model buildings, there is 229.9 total square feet of deck space. In the Abbey model building, there is 154.32 square feet of deck space. In the Winchester unit B-1, there is one deck only with access through the living room. There is 154.32 square feet of deck space with a total of 1,412 square feet of gross living area.

EXHIBIT "B"
BRIARCLIFF CONDOMINIUMS

ACCESS

Units A1, A2, A3, A4, A5, A6 and A7 all have access north of the units from the individual units to limited common area parking spaces appurtenant to each unit, then to a common area condominium driveway, and then to Merlin Loop, a public street.

Units B1, B2, B3, B4, B5, B6 and B7 all have access south from the individual units to limited common area parking spaces appurtenant to each unit, then to a common area condominium driveway, and then to Merlin Loop, a public street.

Units C1, C2, C3, C4, C5, C6 and C7 all have access north from the individual units to limited common area parking spaces appurtenant to each unit, then to a common area condominium driveway, and then to Merlin Loop, a public street.

EXHIBIT "C"
BRIARCLIFF CONDOMINIUMS

DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES

| <u>Unit Number</u> | <u>Parking</u> | <u>Decks</u> |
|--------------------|-----------------|-----------------|
| A1 | P-A1-A & P-A1-B | D-A1-A |
| A2 | P-A2-A & P-A2-B | D-A2-A |
| A3 | P-A3-A & P-A3-B | D-A3-A & D-A3-B |
| A4 | P-A4-A & P-A4-B | D-A4-A & D-A4-B |
| A5 | P-A5-A & P-A5-B | D-A5-A & D-A5-B |
| A6 | P-A6-A & P-A6-B | D-A6-A & D-A6-B |
| A7 | P-A7-A & P-A7-B | D-A7-A & D-A7-B |
| B1 | P-B1-A & P-B1-B | D-B1-A |
| B2 | P-B2-A & P-B2-B | D-B2-A & D-B2-B |
| B3 | P-B3-A & P-B3-B | D-B3-A & D-B3-B |
| B4 | P-B4-A & P-B4-B | D-B4-A & D-B4-B |
| B5 | P-B5-A & P-B5-B | D-B5-A |
| B6 | P-B6-A & P-B6-B | D-B6-A |
| B7 | P-B7-A & P-B7-B | D-B7-A & D-B7-B |
| C1 | P-C1-A & P-C1-B | D-C1-A & D-C1-B |
| C2 | P-C2-A & P-C2-B | D-C2-A & D-C2-B |
| C3 | P-C3-A & P-C3-B | D-C3-A & D-C3-B |
| C4 | P-C4-A & P-C4-B | D-C4-A & D-C4-B |
| C5 | P-C5-A & P-C5-B | D-C5-A & D-C5-B |
| C6 | P-C6-A & P-C6-B | D-C6-A & D-C6-B |
| C7 | P-C7-A & P-C7-B | D-C7-A & D-C7-B |

EXHIBIT "D"
BRIARCLIFF CONDOMINIUMS

VALUE OF UNITS AND UNDIVIDED INTEREST
IN COMMON AREAS

| <u>Unit Number</u> | <u>Value</u> | <u>Undivided Interest In Common Areas</u> |
|--------------------|----------------|---|
| A1 | \$110,000.00 | 4.76% |
| A2 | \$110,000.00 | 4.76% |
| A3 | \$110,000.00 | 4.76% |
| A4 | \$110,000.00 | 4.76% |
| A5 | \$110,000.00 | 4.76% |
| A6 | \$110,000.00 | 4.76% |
| A7 | \$110,000.00 | 4.76% |
| B1 | \$110,000.00 | 4.76% |
| B2 | \$110,000.00 | 4.76% |
| B3 | \$110,000.00 | 4.76% |
| B4 | \$110,000.00 | 4.76% |
| B5 | \$110,000.00 | 4.76% |
| B6 | \$110,000.00 | 4.76% |
| B7 | \$110,000.00 | 4.76% |
| C1 | \$110,000.00 | 4.76% |
| C2 | \$110,000.00 | 4.76% |
| C3 | \$110,000.00 | 4.76% |
| C4 | \$110,000.00 | 4.76% |
| C5 | \$110,000.00 | 4.76% |
| C6 | \$110,000.00 | 4.76% |
| C7 | \$110,000.00 | 4.76% |
| TOTALS | \$2,310,000.00 | 100% |

EXHIBIT E

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

Lots One (1), Two (2), and Three (3)
Block Two (1), BRIARCLIFF SUBDIVISION,
Anchorage Recording District, Third
Judicial District, State of Alaska.

Authority Granted

The principal grants to said attorney the power to create Phase II, and/or Phase III, and/or Phase IV, and/or Phase V, and/or Phase VI of Briarcliff Condominiums, and to add such buildings and the units contained therein to the condominiums already established as Phase I and to file an amendment to the above referenced Declaration under the sole signatures of the declarant of BriarCliff Condominiums, or such other parties as it elects to have sign the same containing an approval as to creating Phase II, Phase III, Phase IV, Phase V, and Phase VI. In addition, the attorney is authorized to file an amended survey map and floor plans and amend the percentage of undivided interest and vote pursuant to the formula set forth in the Declaration, signed in the same manner detailing as required by law the additional units added in other Phases. The attorney is further empowered to make any changes in documents of the condominium project which may be required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation or Alaska Housing Finance Corporation or Institutional Lenders Supplying Construction or permanent financing for the project or part of it. The power to vote above provided for shall include but shall not be limited to all voting necessary to accomplish the establishment of the Phases described above. The principal acknowledges that by according to its attorney this power, principal is granting its said attorney powers to effect changes of percentages of interest for Briarcliff Condominiums which can decrease the relative interest of the principal undersigned.

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SPECIAL POWER OF ATTORNEY

Page 1

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

DATED this ____ day of May, 1982, at Anchorage, Alaska.

Principal-Purchaser

STATE OF ALASKA,)
) ss:
THIRD JUDICIAL DISTRICT,)

THIS IS TO CERTIFY that on this ____ day of April, 1982, before the undersigned Notary Public, personally appeared _____ known to me and to me known to be the individuals described in and who executed the foregoing instrument; they acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and official seal.

NOTARY PUBLIC in and for ALASKA
My Commission Expires: _____

//////
///

84- 001467
128

RECORDED-FILED
ANCHORAGE REC.
DISTRICT

JAN 6 12 51 PM '84

REQUESTED BY BRADLEY & Assoc.
ADDRESS 810 W. 2nd St.,
Suite 200
Anch., Ak 99501

DATED this 5TH day of January, 1984.

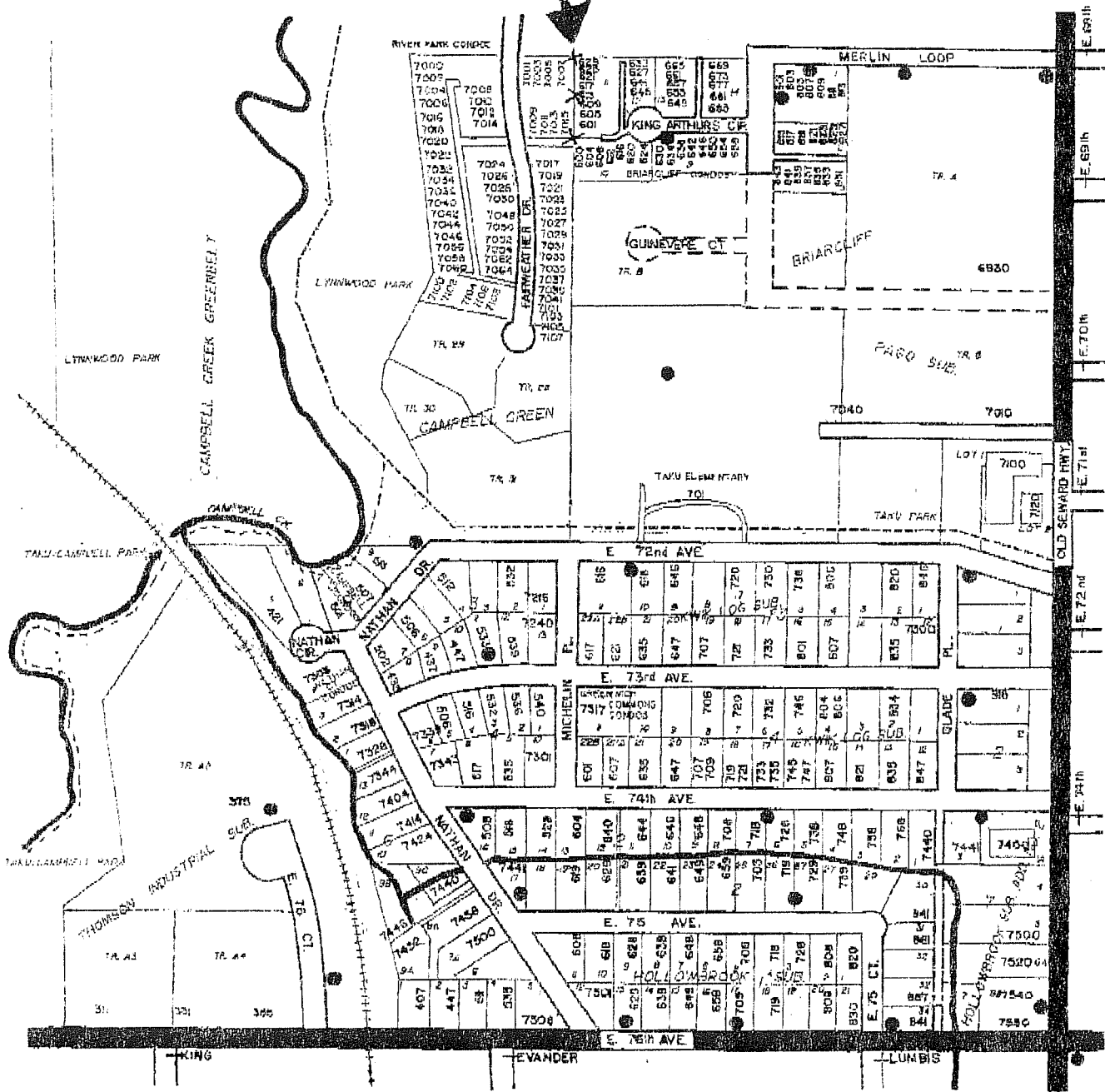
Josef F. Boehm
Ron Segers

STATE OF ALASKA)
)ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 5TH day of January, 1984, before me, the undersigned Notary Public in and for Alaska, personally appeared JOSEF F. BOEHM and RON SEGERS, known to me and to me known to be the individuals described in and who executed the foregoing instrument; they acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for Alaska
My Commission Expires: 5-8-85

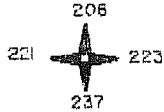


GR. 213

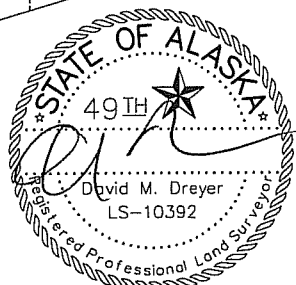
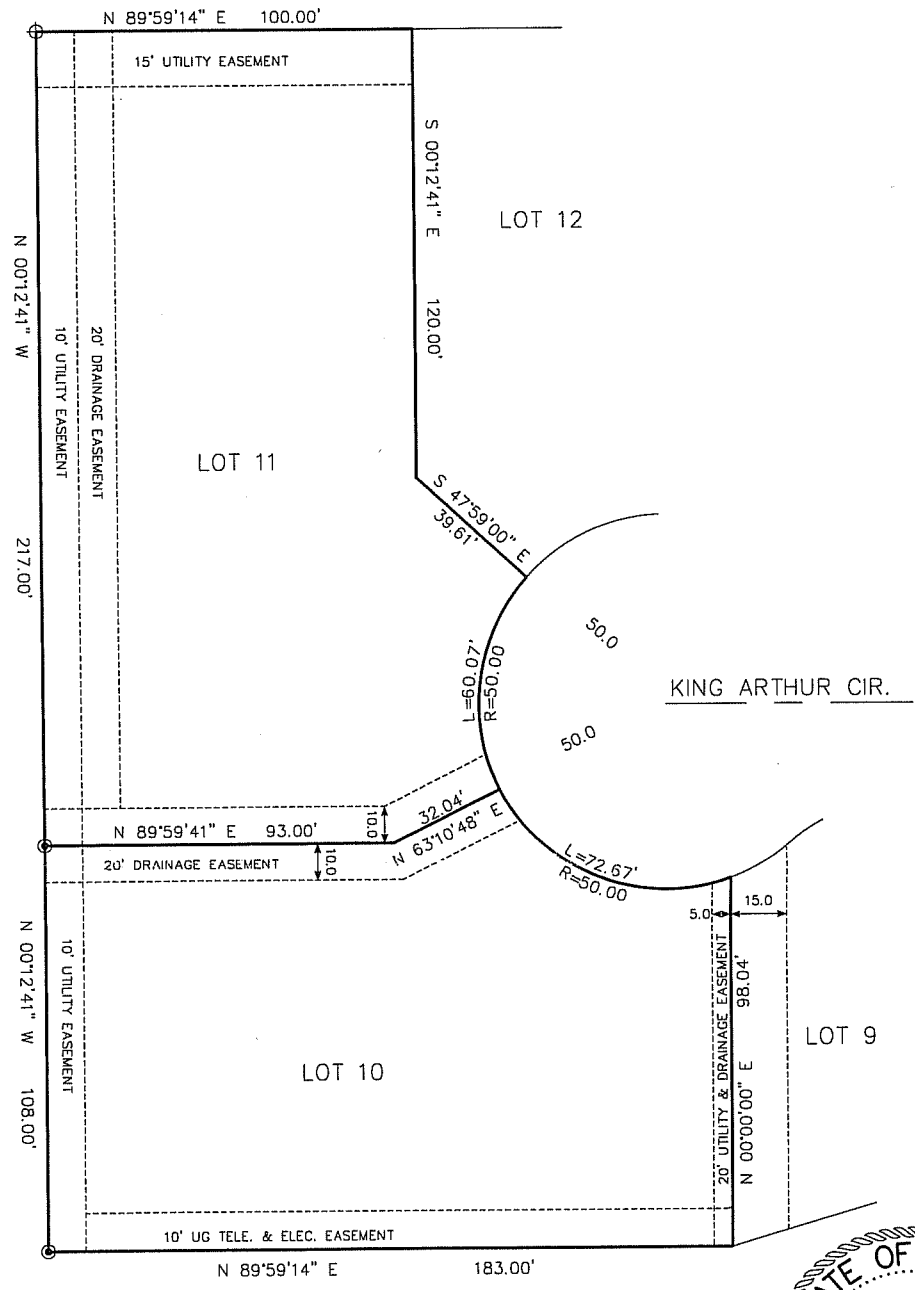
SE 1/4 SEC. 6, T12N R3W

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SEE OVERVIEW MAP "L"



ORDERED BY:
PAM SNOW
 with SNOW MANAGEMENT

EXCLUSION NOTES: It is the owners' responsibility to determine the existence of any easements, covenants, or restrictions which do not appear on the recorded subdivision plat. NOTE: Under no circumstances should any data hereon be used for construction or for establishing property lines.

LEGEND: SET FND

| | |
|----------------------|----------|
| 5/8" RB W/CAP | 5/8" RB |
| 3.25" AL. MON. | MONUMENT |
| HUB & TACK | |
| FENCE | x-x-x |
| OVERHANG-WOOD DECKS- | |
| CONCRETE- | |
| ASPHALT- | |
| GRAVEL- | |
| SEPTIC STANDPIPES- | Ⓢ |
| WATER WELL- | Ⓜ |



SURVEY CERTIFICATION: LANTECH has conducted a physical survey of this property as shown on this drawing and that the improvements situated thereon are within the property lines and no encroachments exist other than noted.

LAND & CONSTRUCTION SURVEYORS-PLANNERS-ENGINEERS
 440 WEST BENSON BLVD. # 103 (fax) 561-6626
 ANCHORAGE, ALASKA 99503 (907) 562-5291

LOT STAKE OF: LEGAL DESCRIPTION:

**LOT 10 & 11, BLOCK 2,
 BRIARCLIFF SUBDIVISION**

| | | | |
|--|-----------------------|----------------------|------------------------|
| WORK ORDER NUMBER: 2002-L-191A | DATE: JUNE 6, 2002 | SCALE: 1" = 40' | PLAT NUMBER: 83-394 |
| DRAWN BY: CJB. | CHECKED BY: DMD. | GRID NUMBER: 2131 | BOOK/PAGE: 549/55 |