

LAW OFFICES OF JAMES H. MCCOLLUM, LLC

Counselors and Attorneys at Law
510 L Street, Suite 540
Anchorage, Alaska 99501-1959
(907) 770-7773
Facsimile (907) 770-7737

James H. McCollum
jmccollum@gci.net
Direct Dial (907) 770-7754

Ralph B. Cushman
rcushman@gci.net
Direct Dial (907) 770-7774

July 10, 2003

Ms. Kathy Epperson
Bonanza Realty, Inc.
2825 Rose Street, Suite 202
Anchorage, Alaska 99508

SENT VIA FACSIMILE ONLY

333-4614

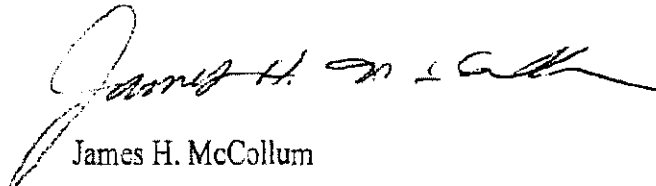
Re: Woodside East Building Permit Applications
Our File No.: C-4100-9999

Dear Kathy:

I have reviewed Section 13.1(d) of the Declaration for Woodside East. I have not seen any other provisions of the Declaration. It appears that this particular subsection was adopted from a form designed for condominium projects. As a result, subsection (d) does not work properly in the context of a planned community. You have informed me that each Owner in Woodside East owns its own structure and lot. Therefore, there is no need for the Association to join in the execution of any permit application for alterations, additions, and improvements to the Unit exteriors. In reality, as I discussed with you, I do not believe the City would even understand the requirement for the Association to join in the permit application. Since I believe this provision is in error, I do not believe it would be appropriate for the Board to be attempting to join in the permit application. At some point in the future if Board is looking at other amendments to its Declaration, it should consider amending this section.

Very truly yours,

LAW OFFICES OF JAMES H. MCCOLLUM, LLC



James H. McCollum

JHM/ds

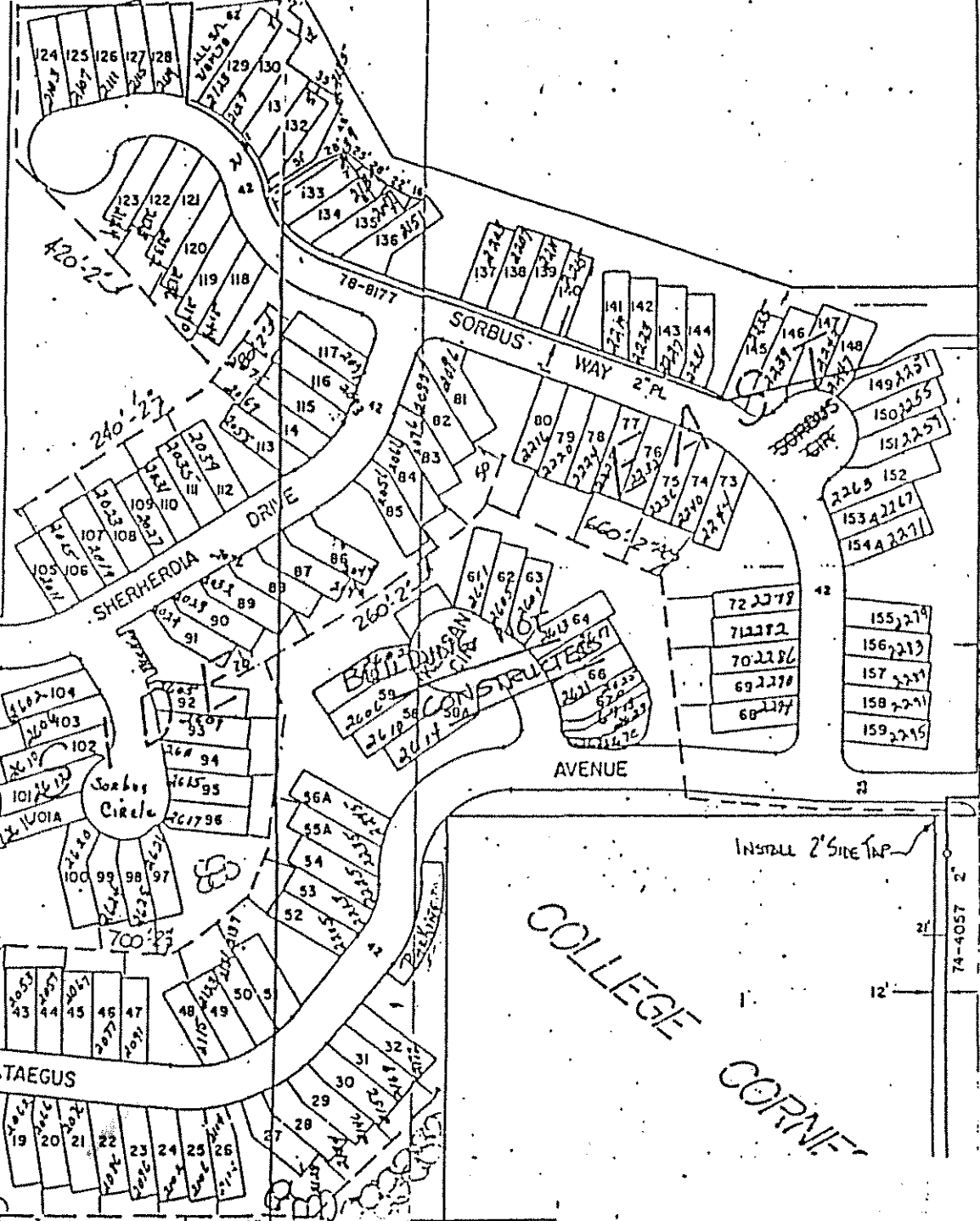
C41009999\LTR\eperson\jhm1

Light Camera

TRACT B-1

1963

ROGERS



CIMARRON CT

CRATAEGUS CIRCLE

COLLEGE CORNER

74-4057

INSTALL 2' SIDE W/P

BUD DUNNAN CONSTRUCTORS

AVENUE

SHERHERDIA DRIVE

SORBUS WAY 2 PL

SORBUS Circle

NOTICE:

The Board of Directors of the Woodside East Homeowners Association, Inc., has amended the House Rules effective July 1, 2002. Please add this notice to your House Rule booklet.

RULE 3 – VEHICLES

Which used to read as follows:

- B. Additional parking is available on a "first come, first served" basis and is limited to forty-eight (48) cumulative hours in any week.

Is now amended to read as follows:

- B. Additional parking is available in the visitor parking areas for visitors only for no more than forty-eight (48) hours.

This change was adopted by the Board of Directors on June 12, 2002.



George P. Wuerch,
Mayor

Municipality of Anchorage

Project Management & Engineering Department



May 22, 2003

Woodside East Condominium Association
c/o Bonanza Realty
2825 Rose Street
Anchorage, Alaska 99508

Dear Property Owner:

Re: Lake Otis Parkway Surface Rehabilitation, Debarr Road to Northern Lights Boulevard, Project No. 00-21, STP-0001(294)/56219, Woodside East #3, TR A1, Greenbelt Reserve

The Municipality of Anchorage is constructing improvements on Lake Otis Parkway utilizing Federal Highway Administration funding through the State of Alaska Department of Transportation. During the design of the project, it was determined that you have an encroachment that is within the right-of-way for this project. This encroachment is more particularly described as a fence.

Federal and State of Alaska regulations require that this encroachment be either removed or permitted prior to the completion of construction of this project. It has been determined that this encroachment will cause no unnecessary delay or cost as regards the physical construction, nor will such use impair the highway or interfere with the free flow of traffic.

The Municipality of Anchorage, Office of Planning, Development and Public Works, permits this encroachment within its right-of-way under Anchorage Municipal Code AMC 24.90, Encroachment Permit. This will be a no cost permit. In the future, if it is determined that this encroachment must be removed from the right-of-way because it becomes a hazard or that it interferes with the Municipality's use and operation of the right-of-way, you may be required to remove this encroachment at your expense.

If you have any questions, please call the Project Manager for this project, Jerry Hansen at 343-8143.

Sincerely,

Howard C. Holtan, P.E., L.S.
Project Management and Engineering Department Director

HCH/CMN/ljm

Cc: J. W. Hansen, Project Manager
Jack Frost, Right-of-Way Supervisor
File No. 00-21 L

4/16/01

BOARD PROCEDURES FOR ACCOMPLISHING HOMEOWNERS REPAIRS

1. Visual inspection of units to be painted, or which appear to need repairs, by at least two Board members and the liaison person between the painting contractor and the Board.
2. Letter from the Board to the unit owner briefly describing the repairs to be made, but stressing that only a visual inspection has been made and that further repairs may be necessary. Return receipt requested. Give a time frame, i.e. 30 days, for the unit owner to notify the Board of the extent of repairs to be made, who will do the work, and when the work will be completed.
3. If the desired response is not forthcoming, two or more Board members will visit personally with the homeowner to see if agreement can be reached without proceeding further.
4. If no response or an unsatisfactory response is received, contact the mortgage holder (if appropriate) and remind the mortgage holder that the deed of trust as well as the WEHA CCRs requires that the property be maintained in good repair. Ask the mortgage holder to notify the homeowner to comply with the requirements and to specify a time frame for doing so – i.e. 30 days. Also request a response from the mortgage holder within a specific time frame.
5. If the mortgage holder does not respond and the homeowner has not responded satisfactorily, authorize our legal advisor to write to the homeowner advising that if the homeowner does not respond, WEHA will litigate on grounds that the CCRs constitute a legal contract.
6. THEN DO IT!

BYLAWS

OF

WOODSIDE EAST HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Introduction

These are the Bylaws of Woodside East Homeowners Association, Inc. Initial capitalized terms are defined in Article I of the Declaration.

ARTICLE II

Executive Board

Section 2.1 - Number and Qualification.

(a) The affairs of the Common Interest Community and the Association shall be governed by an Executive Board which shall consist of nine (9) persons, the majority of whom shall be Lot Owners. If any Lot owned by a partnership or corporation, any officer, partner or employee of that Lot Owner shall be eligible to serve as a Director and shall be deemed to be a Lot Owner for the purposes of the preceding sentence. Directors shall be elected by the Lot Owners. At any meeting at which Directors are to be elected, the Lot Owners may, by resolution, adopt specific procedures for conducting the elections, not inconsistent with these Bylaws or the Corporation Laws of the State of Alaska.

(b) The terms of at least one-third (1/3) of the Directors shall expire annually (as established in a resolution of the Lot Owners setting terms).

(c) The Executive Board shall elect the officers. The Directors and officers shall take office upon election.

(d) The Association shall call and give not less than ten (10) nor more than sixty (60) days notice of a meeting of the Lot Owners for the purpose of electing Directors. (Such meeting may be called and the notice given by an Lot Owner if the Association fails to do so.)

Return to:
Woodside East Homeowners Assn Inc.
Virginia K Cutshall
2605 Denali, #102
Anchorage, Ak 99503
279-7575

Section 2.2 - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community which shall include, but not be limited to the following:

- (a) Adopt and amend Bylaws and Rules and Regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves, and cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles.
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge agents including managing agents;
- (e) Hire and discharge employees 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 Lot Owners on matters affecting the Common Interest Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) Cause additional improvements to be made as a part of the Common Elements;
- (j) Acquire, hold encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 34.08.430 of the Act;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Elements;
- (l) Impose and receive a payment, fee or charge for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Subsections (2) and (4) of Section 34.08.100 of the Act, and for services provided to Lot Owners;
- (m) Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy a reasonable fine for violations of this Declaration, Bylaws, Rules and regulations of the Association;

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

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

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

(p) Exercise any other powers conferred by the Declaration or these Bylaws;

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

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

(t) By resolution, establish committees of Directors, 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 submit recommended actions to the Executive Board. Such committees recommended action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

(u) Call an annual Homeowners meeting to be held in Anchorage, Alaska at a suitable place convenient to the Lot Owners.

(v) Keep corporate documents up to date

Section 2.3 - Standard of Care. In the performance of their duties, the officers and members of the Executive Board are required to exercise the care required of fiduciaries of the Lot Owners.

Section 2.4 - Additional Limitations. The Executive Board shall be additionally limited pursuant to Article XV of the Declaration.

Section 2.5 - Manager. The Executive Board may employ a manager for the Common Interest Community at a compensation established by the Executive Board, to perform such duties and services as the Executive Board shall authorize. The Executive Board may delegate to the manager only the powers granted to the Executive Board by these Bylaws under Subdivisions 2.2(c) (e) (g) or (h). Licenses, concessions, and contracts may be executed by the manager pursuant to specific resolutions of the Executive Board, and to fulfill the requirements of the budget.

Section 2.6 - Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting. Any director who during any calendar year misses two meetings of the Board of Directors, duly called, without a prior approved leave by the Board of Directors, or any Director who misses three Directors meetings in any calendar year whether excused or not unless the Board of Director by its affirmative vote, votes not to remove him, shall be removed from the Board of Directors. The Director shall be deemed removed at such time as the Board of Directors certify that he has been removed pursuant to the provisions of this paragraph. In the event of such removal a majority of the directors at a meeting duly called for that purpose, may elect a successor to fill the remaining term of said Director, or at their option, may refer the matter to the owners at the next meeting of the homeowners regular or special duly called meeting.

Section 2.7 - Vacancies. Vacancies in the Executive Board caused by any other reason other than the removal of a Director by a vote of the Lot Owners, may be filled at a special meeting of the Executive Board held for that purpose at any time after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum in the following manner:

as to vacancies of Directors whom Lot Owners elected, by a majority of the remaining such Directors constituting the Executive Board.

Each person so elected or appointed shall be a Director for the remainder of the term of the Director so replaced.

Section 2.8 - Regular Meetings. The first regular meeting of the Executive Board following each annual meeting of the Lot Owner shall be held within ten (10) days thereafter at such time and place as shall have been elected. No notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, providing a majority of the Directors shall be present. The Executive Board may set a schedule of additional regular meetings by resolution and no further notice is necessary to constitute such regular meetings.

Section 2.9 - Special Meetings. Special meetings of the Executive Board may be called by the President or by a majority of the Directors on at least three (3) business days' notice to each Director. The notice shall be hand-delivered or mailed and shall state the time, place, and purpose of the meeting.

Section 2.10 - Location of Meetings. All meetings of the Executive Board shall be held within the Municipality of Anchorage, unless all Directors consent in writing to another location.

Section 2.11 - Waiver of Notice. Any Director may waive notice of any meeting in writing. Attendance by a Director at any meeting of the Executive Board shall constitute a waiver of notice. If all the Directors are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

Section 2.12 - Quorum of Directors. At all meetings of the Executive Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the meeting. If, at any meeting, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 2.13 - Compensation. A Director may receive a fee from the Association for acting as such, as may be set by resolution of the Lot Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties. Directors acting as officers or employees may also be compensated for such duties.

Section 2.14 - Consent to Corporate Action. If all the Directors severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Directors constitutes a quorum for such action, such action shall be a valid corporate action as through it had been authorized at a meeting of the Executive Board. The Secretary shall file such consents with the minutes of the meetings of the Executive Board.

ARTICLE III

Unit Owners

Section 3.1 - Annual Meeting. Annual meetings of Lot Owners shall be held in April. At such meeting the Directors shall be elected by ballot of the Lot Owners, in accordance with the provisions of Article II. The Lot Owners may transact other business at such meetings as may properly come before them.

Section 3.2 - Budget Meeting. Meetings of the Lot Owners to consider proposed budgets shall be called in accordance with Sections 19.5 and 19.6 of the Declaration. The budget may be considered at Annual or Special Meetings called for other purposes as well.

Section 3.3 - Special Meetings. Special meetings of The Association may be called by the president, by a majority of the members of the Executive Board, or by Lot Owners comprising 20 percent of the votes in the Association.

Section 3.4 - Place of Meetings. Meetings of the Lot Owners shall be held in Anchorage, Alaska at a suitable place convenient to the Lot Owners as may be designated by the Executive Board or the president.

Section 3.5 - Notice of Meetings. Except for budget meetings which will be noticed not less than fourteen (14) nor more than thirty (30) days after the mailing of the summary, not less than ten (10) nor more than sixty (60) days in advance of a meeting, the Secretary or other officer specified in the Bylaws shall cause notice to hand-delivered or sent prepaid by United States mail to the mailing address of each Lot or to the mailing address designated in writing by the Lot Owner. No action shall be adopted at a meeting except as stated in the notice.

Section 3.6 - Waiver of Notice. Any Lot Owner may at any time waive notice of any meeting of the Lot Owners in writing, and such waiver shall be deemed equivalent to the receipt of such notice.

Section 3.7 - Adjournment of Meeting. At any meeting of Lot Owners, a majority of Lot Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to another time.

Section 3.8 - Order of Business. The order of business at all meetings of the Lot Owners shall be as follows:

- (a) Roll call (or check-in procedure).
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports.
- (e) Establish number and term of memberships of the Executive Board (if required and noticed).
- (f) Election of inspectors of election (when required).
- (g) Election of Directors of the Executive Board (when required).
- (h) Ratification of Budget (if required and noticed).
- (i) Unfinished business.
- (j) New business.

Section 3.9 - Voting.

(a) If only one of several owners of a Lot is present at a meeting of the Association, the owner present is entitled to cast all the votes allocated to the Lot. If more than one of the owners are present, the votes allocated to the Lot may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the votes allocated to the Lot without protest being made promptly to the person presiding over the meeting by another owner of the Lot.

(b) Votes allocated to the Lot may be cast under a proxy duly executed by a Lot Owner. If a Lot is owned by more than one person, each owner of the Lot may vote or register protest to the casting of votes by the other owners of the Lot through a duly executed proxy. A Lot owner may revoke a proxy given under this Section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date, unless it specifies a shorter term.

(c) The vote of a corporation or business trust may be cast by any officer of such corporation or business trust in the absence of express notice of the designation of a specific person by the board of directors or bylaws of the owning corporation or business trust. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator for the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust owner is qualified so to vote.

(d) Votes allocated to a Lot owned by the Association may not be cast.

Section 3.10 - Quorum. (a) A quorum is present throughout a meeting of the association if persons entitled to cast 40 percent of the vote that may be cast for election of the Executive Board are present in person or by proxy at the beginning of the meeting. If the required quorum is not present, another meeting may be called (subject to the same notice requirement as the first meeting) and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 3.11 - Majority vote. The vote of a majority of the Lot Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Lot Owners for all purposes except where a higher percentage vote is required in the Declaration, these by Bylaws or by Law.

ARTICLE IVOfficers

Section 4.1 - Designation. The principal officers of the Association shall be the president, the vice president, the secretary, and the treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The president and vice president, but no other officers, need be Directors. Any two offices may be held by the same person, except the offices of president and secretary. The office of vice president may be held by the President or Treasurer.

Section 4.2 - Election of Officers. The officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Executive Board and shall hold office at the pleasure of the Executive Board.

Section 4.3 - Removal of Officers. Upon the affirmative vote of a majority of the Directors, any officer may be removed, either with or without cause, and his or her successor may be elected at any regular meeting of the Executive Board, or at any special meeting of the Executive Board called for that purpose.

Section 4.4 - President. The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Lot Owners and of the Executive Board. He or she shall have all of the general powers and duties which are incident to the office of president of a nonstock corporation organized under the laws of the State of Alaska, including but not limited to the power to appoint committees from among the Lot Owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association. He or she may fulfill the role of treasurer in the absence of the treasurer. The president as attested by the secretary, may cause to be prepared and may execute amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 4.5 - Vice President. The vice president shall take the place of the president and perform his or her duties whenever the president is absent or unable to act. If neither the president nor the vice president is able to act, the Executive Board shall appoint some other Director to act in the place of the president, on an interim basis. The vice president shall also perform such other duties as may be imposed upon him or her by the Executive Board or by the president.

Section 4.6 - Secretary. The secretary shall keep the minutes of all meetings of the Lot Owners and the Executive Board. He or she shall have charge of such books and papers as the Executive Board may direct and he or she shall, in general, perform all the duties incident to the office of secretary of a nonstock corporation organized under the laws of the State of Alaska. The secretary may cause to be prepared and may attest to execution by the president of amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 4.7 - Treasurer. The treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He or she shall be responsible for the deposit of all monies and other valuable effects in such depositories as may from time to time be designated by the Executive Board, and he or she shall, in general, perform all the duties incident to the office of treasurer of a nonstock corporation organized under the laws of the State of Alaska. He or she may endorse on behalf of the Association for collection only, checks, notes and other obligations, and shall deposit the same and all monies in the name of and to the credit of the Association in such banks as the Executive Board may designate. He or she may have custody of and shall have the power to endorse for transfer on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others.

Section 4.8 - Agreements, Contracts, Deeds, Checks, etc. Except as provided in Sections 4.4, 4.6, 4.7 and 4.10 of these Bylaws, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by such other person or persons as may be designated by the Executive Board.

Section 4.9 - Compensation. An officer may receive a fee from the Association for acting as such, as may be set by resolution of the Lot Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties.

Section 4.10 - Resale Certificates and Statements of Unpaid Assessments. The treasurer, assistant treasurer, or a manager employed by the Association, or, in their absence, any officer having access to the books and records of the Association, may prepare, certify, and execute resale certificates in accordance with Section 34.08.590 of the Act and statements of unpaid assessments in accordance with Subsection 34.08.470(h) of the Act.

The Association may charge a reasonable fee for preparing resale certificates and statements of unpaid assessments. The amount of this fee and the time of payment shall be established by resolution of the Executive Board. The Association may refuse to furnish resale certificates and statements of unpaid assessments until the fee is paid. Any unpaid fees may be assessed as a Common Expense against the Lot for which the certificate or statement is furnished.

ARTICLE V

Enforcement

Section 5.1 - Abatement and Enjoinment of Violations by Lot Owners. The violation of any of the Rules and Regulations adopted by the Executive Board, or the breach of any provision of the Documents shall give the Executive Board the right, after Notice and Hearing, except in case of an emergency, in addition to any other rights set forth in these Bylaws:

(a) to enter the Lot in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Lot Owner, any structure, thing or condition (except for additions or alterations of a permanent nature that may exist therein) that is existing and creating a danger to the Common Elements contrary to the intent and meaning of the provisions of the Documents, and the Executive Board shall not thereby be deemed liable for any manner of trespass; or

(b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 5.2 - Fine for Violation. By resolution, following Notice and Hearing, the Executive Board may levy a fine of up to \$25 per day for each day that a violation of the Documents or Rules persists after such Notice and Hearing, but such amount shall not exceed that amount necessary to insure compliance with the rule or order of the Executive Board.

ARTICLE VI

Indemnification

The Directors and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in Sections A.S. 10.20.151(6) and A.S. 10.20.011(14) of the Alaska Statutes, the provisions of which are hereby incorporated by reference and made a part hereof.

ARTICLE VII

Records

Section 7.1 - Records and Audits. The Association shall maintain financial records. The financial records shall be maintained and audited in accordance with Article XVI of the Declaration. The cost of the audit shall be a Common Expense unless otherwise provided in the Documents.

Section 7.2 - Examination. All records maintained by the Association or by the manager shall be available for examination and copying by any Lot Owner, by any holder of a Security Interest in a Lot, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

Section 7.3 - Records. The Association shall keep the following records:

- (a) An account for each Lot which shall designate the name and address of each Lot Owner the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Lot, the amount of each Common Expense assessment, the dates on which each assessment comes due, the amounts paid on the account, and the balance due.
- (b) An account for each Lot Owner showing any other fees payable by the Lot Owner.
- (c) A record of any capital expenditures in excess of \$3,000 approved by the Executive Board for the current and two next succeeding fiscal years.
- (d) A record of the amount, and an accurate account of the current balance of any reserves for capital expenditures, replacement and emergency repairs, together with the amount of those portions of reserves designated by the Association for a specific project.
- (e) The most recently regularly prepared balance sheet and income and expense statement, if any, of the Association.
- (f) The current operating budget adopted pursuant to Subsection 34.08.460(a) of the Act and ratified pursuant to the procedures of Subsection 34.08.330(c).
- (g) A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant.
- (h) A record of insurance coverage provided for the benefit of Lot Owners and the Association.
- (i) A record of any alterations or improvements to Lots or Limited Common Elements which violate any provisions of the Declarations of which the Executive Board has knowledge.
- (j) A record of any violations, with respect to any portion of the Common Interest Community, of health, safety, fire or building codes or laws, ordinances, or regulations of which the Executive Board has knowledge.

(k) A record of the actual cost, irrespective of discounts and allowance of the maintenance of the Common Elements.

(l) Annually the Association shall prepare a balance sheet showing the financial condition of the corporation as of a date not more than four (4) months prior thereto, and a statement of receipts and disbursements for twelve (12) months prior to that date. The balance sheet and statement shall be kept for at least ten (10) years from such date in the principal office of the Association.

(m) Tax returns for state and Federal income taxation.

(n) Minutes of proceedings of incorporators, Lot Owners, Directors, committees of Directors and waivers of notice.

Section 7.4 - Form Resale Certificate. The Executive Board shall adopt a form resale certificate to satisfy the requirement of Section 34.08.590 of the Act.

ARTICLE VII

Miscellaneous

Section 8.1 - Notices. All notices to the Association or the Executive Board shall be delivered to the office of the manager, or if there is no manager, to the office of the Association, or to such other address as the Executive Board may hereafter designate from time to time, by notice in writing to all Lot Owners and to all holders of Security Interests in the lots who have notified the Association that they desire notice and that they hold a Security Interest in a Lot. Except as otherwise provided, all notices to any Lot Owner shall be sent to his or her address as it appears in the records of the Association. All notices to holders of Security Interests in the Lots shall be sent, except where a different manner of notice is specified elsewhere in the Documents, to their respective addresses, as designated by them from time to time, in writing, to the Association. All notices shall be deemed to have been given when mailed except notices of changes of address which shall be deemed to have been given when received.

Section 8.2 - Fiscal Year. The Executive Board shall establish the fiscal year of the Association. (Declarations established April 1 as the beginning of the Fiscal Year)

Section 8.3 - Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

BK021427639E

Section 8.4 - Office: The principal office of the Association shall be on the Property or at such other place as the Executive Board may from time to time designate.

ARTICLE IX

Amendment to Bylaws

The Bylaws may be amended only pursuant to the provisions of Article XVII of the Amendment and Restatement of the Declaration of Covenants, Conditions and Restrictions of Woodside East Townhouses.

CERTIFICATION OF BYLAWS

The undersigned, Bob Robertson, President of the Woodside East Homeowners Association, hereby certifies that the amended Bylaws of Woodside East Homeowners Association were duly adopted by consent of 75% of the homeowners, as of January 24, 1990.

Woodside East Homeowners Association, Inc.

Dated:

April 4 1991

By:

Robert O. Robertson

Robert O. Robertson, President

SUBSCRIBED AND SWORN to before me this 4th day of

April, 1991.

Virginia K. Cuthbert
Notary Public in and for Alaska
My Commission Expires: 1-17-94

Schedule A1

Description of the Land

The metes and bounds of Woodside East, consisting of four units, situated in Anchorage Recording District, Third Judicial District, State of Alaska, are specifically recorded with the Municipality of Anchorage, Public Works Department, Office of the Municipal Engineer; the State of Alaska District Records Officer and Woodside East Permanent Files, as follow:


Unit 1	⁷² Plat 82-124	(ALL)	
Unit 2	⁷³ Plat 82-101	(ALL)	DEF 55757
Unit 3	⁷⁴ Plat 84-109	(ALL)	F 153754
Unit 4	Plat 81-171	(ALL)	S ←
Unit A	7592	(ALL)	EXI 644

(Note: These Plat numbers are occasionally updated. These were the effective February, 1988.)

BK02142FG400

STATE OF ALASKA)
)SS.
THIRD JUDICIAL DISTRICT

The foregoing instrument was acknowledged before me this
17 day of April, 1991, by Robert O. Robertson, President
of Woodside East Homeowners Association Inc., an Alaskan Corporation,
on behalf of the corporation.


Theresa K. Lutzke
Notary Public for the State of Alaska
My commission expires: 1-17-94

91-015360

NOTARIAL REC. 57-
DISTRICT

REQUESTED BY WOODSIDE EAST HOMEOWNERS
ASSOCIATION, INC.

'91 APR 17 PM 4 00

BK02142FG401

AMENDMENT and RESTATEMENT OF THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WOODSIDE EAST TOWNHOUSES
A PLANNED UNIT DEVELOPMENT THAT IS A PLANNED COMMUNITY.

THE OWNERS OF WHICH
HAVE FORMED AN ASSOCIATION

Hereinafter to be known as
WOODSIDE EAST HOMEOWNERS ASSOCIATION, INC.

Return to:
Woodside East Homeowners Assn Inc.
Virginia K Cutshall
2605 Denali, # 102
Anchorage, Ak 99503
279-7575

**CERTIFICATION OF APPROVAL OF AMENDMENT AND RESTATEMENT
OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WOODSIDE EAST TOWNHOUSES**

The undersigned, Robert O. Robertson, president of the Woodside East Homeowners Association, Inc., hereby certifies that as of March 26, 1991, more than 90% of the lot owners have approved the Amendment and Restatement of the Declaration of Covenants, Conditions and Restrictions of Woodside East Townhouses. It has, therefore, been duly adopted.

Upon recording, this Amendment and Restatement shall replace the original Declaration of Covenants, Conditions and Restrictions of Woodside East Townhouses recorded in the Anchorage Recording District, Third Judicial District on December 15, 1970, in Misc. book 137, Pages 142 through 151, inclusive; as amended by that amendment recorded September 19, 1985, in Book 1323, Page 0194, all in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

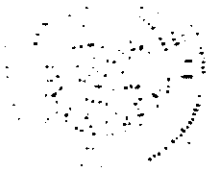
Woodside East Homeowners Association, Inc.

Dated: April 4, 1991

By: Robert O. Robertson
Robert O. Robertson, President

SUBSCRIBED AND SWORN to before me this 4th day of April, 1991.

Virginia K. Cuthrell
Notary Public in and for Alaska
My Commission Expires: 1-17-94



AMENDMENT and RESTATEMENT OF THE
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 OF
 WOODSIDE EAST TOWNHOUSES

TABLE OF CONTENTS

ARTICLE I - Definitions

Section 1.1	- Act.....	3
Section 1.2	- Allocated Interest.....	3
Section 1.3	- Association.....	3
Section 1.4	- Bylaws.....	3
Section 1.5	- Common Elements.....	3
Section 1.6	- Common Expenses.....	3
Section 1.7	- Common Interest Community.....	4
Section 1.8	- Declaration.....	4
Section 1.9	- Director.....	4
Section 1.10	- Documents.....	4
Section 1.11	- Eligible Insurer.....	4
Section 1.12	- Eligible Mortgagee.....	4
Section 1.13	- Executive Board.....	4
Section 1.14	- Improvements.....	4
Section 1.15	- Limited Common Elements.....	4
Section 1.16	- Lot.....	4
Section 1.17	- Majority or Majority of Lot Owners.....	5
Section 1.18	- Manager.....	5
Section 1.19	- Notice and Comment.....	5
Section 1.20	- Notice and Hearing.....	5
Section 1.21	- Lot Owner.....	5
Section 1.22	- Person.....	5
Section 1.23	- Plat.....	5
Section 1.24	- Planned Community.....	5
Section 1.25	- Planned Unit Development.....	5
Section 1.26	- Property.....	5
Section 1.27	- Real Estate.....	5
Section 1.28	- Rules and Regulations.....	5
Section 1.29	- Security Interest.....	6
Section 1.30	- Trustee.....	6
Section 1.31	- Unit.....	6

ARTICLE II - Name and Type of Common Interest

Section 2.1	- Common Interest Community.....	6
Section 2.2	- Association.....	6

ARTICLE III - Description of Land 6

WOODSIDE EAST TOWNHOUSES
 TABLE OF CONTENTS CONTINUED

ARTICLE IV - Maximum Number of Lots, Boundaries

Section 4.1 - Maximum Number of Lots.....6
 Section 4.2 - Boundaries.....6

ARTICLE V - Limited Common Elements.....7

ARTICLE VI - Maintenance, Repair and Replacement

Section 6.1 - Common Elements.....7
 Section 6.2 - Lots.....7
 Section 6.3 - Association.....7
 Section 6.4 - Access.....7
 Section 6.5 - Repairs Resulting from Negligence.....7

ARTICLE VII - Property Rights

Section 7.1 - Owner's Easements of Enjoyment.....8
 Section 7.2 - Delegation of Use.....8

ARTICLE VIII - Membership and Voting Rights

Section 8.1 - Membership.....8
 Section 8.2 - Voting.....8
 Section 8.3 - Association.....8
 Section 8.4 - Bylaws.....8
 Section 8.5 - Quorums.....9
 Section 8.6 - Proxies.....9

ARTICLE IX - Party Walls

Section 9.1 - General Rules of Law to Apply.....9
 Section 9.2 - Sharing of Repair and Maintenance.....9
 Section 9.3 - Destruction by Fire or Other Casualty.....9
 Section 9.4 - Weatherproofing.....9
 Section 9.5 - Right to Contribution Runs with Land.....9
 Section 9.6 - Arbitration.....10

ARTICLE X - Allocated Interests

Section 10.1 - Allocation of Interests.....10
 Section 10.2 - Formulas for the Allocation of Interests.....10

WOODSIDE EAST TOWNHOUSES
TABLE OF CONTENTS CONTINUED

ARTICLE XI - Restrictions on Use, Alienation and Occupancy

Section 11.1 - Use and Occupancy Restrictions.....	10
Section 11.2 - Restrictions on Alienation.....	10

ARTICLE XII - Easements and Licenses.....11

ARTICLE XIII - Additions, Alterations and Improvements

Section 13.1 - Additions, Alterations and Improvements by Lot Owners.....	11
Section 13.2 - Additions, Alterations and Improvements by Executive Board.....	12
Section 13.3 - Exterior Improvements and Landscaping Within Patios.....	12

ARTICLE XIV - Relocation of Boundaries Between Adjoining Lots

Section 14.1	12
--------------------	----

ARTICLE XV - Amendments to Declaration

Section 15.1 - General.....	12
Section 15.2 - Limitation of Challenges.....	12
Section 15.3 - Recordation of Amendments.....	12
Section 15.4 - When Unanimous Consent Required.....	12
Section 15.5 - Execution of Amendments.....	12

ARTICLE XVI - Mortgagee Protection

Section 16.1 - Introduction.....	13
Section 16.2 - Notice to Association.....	13
Section 16.3 - Required Notice of Action.....	13
Section 16.4 - Optional Notice of Action.....	13
Section 16.5 - Inspection of Books.....	13
Section 16.6 - Enforcement.....	13
Section 16.7 - Attendance at Meetings.....	14
Section 16.8 - Appointment of Trustee.....	14
Section 16.9 - Financial Statements.....	14

WOODSIDE EAST TOWNHOUSES
 TABLE OF CONTENTS CONTINUED

ARTICLE XVII - Amendments to ByLaws 14

ARTICLE XVIII - Termination 14

ARTICLE XIX - Assessment and Collection of Common Expenses

 Section 19.1 - Creation of the Lien and Personal
 Obligation of Assessments 15

 Section 19.2 - Apportionment of Common Expenses 15

 Section 19.3 - Common Expenses Attributable to Fewer
 Than All Lots 15

 Section 19.4 - Lien 15

 Section 19.5 - Budget Adoption and Ratification. 17

 Section 19.5.1 Personal Obligation of Assessments . . 17

 Section 19.5.2 Maximum Annual Assessment 17

 Section 19.5.3 Special Assessments for Capital
 Improvements 17

 Section 19.5.4 Notice and Quorum for Any Action Author-
 ized Under Sections 2 and 3 18

 Section 19.5.5 Date of Commencement of Annual Assess-
 ments; Due Dates 18

 Section 19.6 Effect of Nonpayment of Assessments;
 Remedies of the Association 18

 Section 19.7 Certificate of Nonpayment of Common
 Expense Assessments 18

 Section 19.8 Payment of Common Expenses 18

 Section 19.9 No Waiver of Liability for Common
 Expenses 18

 Section 19.10 Personal Liability of Lot Owners 18

ARTICLE XX - Right to Assign Future Income 19

ARTICLE XXI - Persons and Lots Subject to Documents

 Section 21.1 Compliance with Documents 19

 Section 21.2 Adoption of Rules 19

ARTICLE XXII - Insurance. 19

 Section 22.1 - Coverage 19

 Section 22.2 - Property Insurance. 19

 Section 22.3 - Liability Insurance 20

 Section 22.4 - Fidelity Bonds 21

 Section 22.5 - Unit Owner Policies 21

 Section 22.6 - Worker's Compensation Insurance 21

 Section 22.7 - Directors' and Officers' Liability
 Insurance 21

 Section 22.8 - Other Insurance 21

 Section 22.9 - Premiums 21

WOODSIDE EAST TOWNHOUSES
TABLE OF CONTENTS CONTINUED

ARTICLE XXIII - Damage to or Destruction of Property

Section 23.1 - Duty to Restore.....	22
Section 23.2 - Cost.....	22
Section 23.3 - Plans.....	22
Section 23.4 - Insurance Proceeds.....	22
Section 23.5 - Certificates by Attorneys.....	22

ARTICLE XXIV - Rights to Notice and Comment

Section 24.1 - Right to Notice and Comment.....	23
Section 24.2 - Right to Notice and Hearing.....	23
Section 24.3 - Appeals.....	23

ARTICLE XXV - Executive Board

Section 25.1 - Minutes of Executive Board Meetings.....	24
Section 25.2 - Powers and Duties.....	24
Section 25.3 - Executive Board Limitations.....	25
Section 25.4 - Election of Executive Board.....	25
Section 25.5 - Removal of Executive Board.....	25

ARTICLE XXVI - Open Meetings

Section 26.1 - Access.....	26
Section 26.2 - Notice.....	26
Section 26.3 - Executive Sessions.....	26

ARTICLE XXVII - Condemnation.....26

ARTICLE XXVIII - Miscellaneous

Section 28.1 - Captions.....	26
Section 28.2 - Gender.....	26
Section 28.3 - Waiver.....	26
Section 28.4 - Invalidity.....	26
Section 28.5 - Enforcement.....	27
Section 28.6 - Conflict.....	27

BK0211:2:6408

WOODSIDE EAST TOWNHOUSES
TABLE OF CONTENTS CONTINUED

SCHEDULES:

A1 - Description of land	28
A2 - Table of Interests	29
A3 - Plat	33
A4 - Easements or Licenses	35

BK0214286409

AMENDMENTS and RESTATEMENT OF THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WOODSIDE EAST TOWNHOUSES

This Amendment and Restatement replaces the following original

Declaration:

That certain Declaration of Covenants, Conditions and Restrictions of Woodside East Townhouses recorded in the Anchorage Recording District, Third Judicial District on December 15, 1970, in Misc. Book 197, Pages 142 through 151, inclusive; as amended by that amendment recorded September 19, 1985, in Book 1323, Page 0194, all in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Woodside East Homeowners Association, Inc., an Alaska nonprofit corporation with an office at Anchorage, Alaska does hereby submit the real property described in Schedule 1 to the provisions of the Uniform Common Interest Ownership Act, A.S. 34.08 of the Alaska General Statutes.

NOW THEREFORE, all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
Definitions

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

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

Section 1.2 - Allocated Interests. The interest in the Association, the common elements, common expense liability, and votes in the Association allocated to each unit in the Planned Community. The Allocated Interests of Woodside East are described in Article X of this Declaration and shown on Schedule A2.

Section 1.3 - Association. Woodside East Homeowners Association, Inc. a nonprofit corporation organized under Chapter 20 of the statutes of the State of Alaska. It is the Association of Unit Owners pursuant to Section 34.08.310 of the Act.

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

→ Section 1.5 - Common Elements. (Previously known as Common Areas) Each portion of the Common Interest Community other than a Lot that is owned by the Association for the common use and enjoyment of the owners. Each lot owner as a member of the Association, has a right and non-exclusive easement in and to the common elements for the purpose of access to his or her unit.

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

- (a) Expenses of the administration, maintenance, repair or replacement of the Common Elements;
- (b) Expenses declared to be Common Expenses by the Documents or by any applicable state, local or municipal laws or ordinances;
- (c) Expenses agreed upon as Common Expenses by the Association; and

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

Section 1.7 - Common Interest Community. The real property described in Schedule A1, subject to this declaration.

Section 1.8 - Declaration. This document, including any amendments thereto.

Section 1.9 - Director. A member of the Executive Board.

Section 1.10 - Documents. The Declaration, Articles of Incorporation, and Plats recorded and filed pursuant to the provisions of Alaska Statutes, the Bylaws, and the Rules and Regulations as they may be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document.

Section 1.11 - Eligible Insurer. An insurer or guarantor of a first Security Interest in a Lot which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Lot. Such notice shall be deemed to include a request that the eligible insurer be given the notices and other rights described in Article XVI.

Section 1.12 - Eligible Mortgagee. The holder of a first Security Interest in a Lot which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Lot. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVI.

Section 1.13 - Executive Board. The body designated in the Declaration to act on behalf of the Association. (Formerly known as Board of Directors.)

Section 1.14 - Improvements. Any construction, structure, fixture or facilities existing or to be constructed on the land included in the Common Interest Community, including but not limited to, buildings, trees and shrubbery, paving, utility wires, pipes, and light poles.

Section 1.15 - Limited Common Elements. The portion of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Lot Owners. The Limited Common Elements in Woodside East are described in Article V of this Declaration.

Section 1.16 - Lot. A physical portion of the Common Interest Community designated for separate ownership or occupancy, including any improvements, the boundaries of which are described in Schedule A3 of this Declaration. For the purposes of the documents of Woodside East the term "Lot" and "Unit" may be used interchangeably.

Section 1.17 - Majority or Majority of Lot Owners. The owners of more than 50% of the votes in the Association.

Section 1.18 - Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 1.19 - Notice and Comment. The right of a Lot Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 26.1 of this Declaration.

Section 1.20 - Notice and Hearing. The right of a Lot Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 24.2 of this Declaration.

Section 1.21 - Lot Owner. The Owner of Record, whether one or more persons, of fee simple title to any Lot which is part of the property. The term "Lot Owner" includes contract sellers but does not include anyone having an interest in a lot solely as security for the performance of an obligation.

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

Section 1.23 - Plat. Any filed plat relating to the property, including the copies of the plats recorded with this Declaration as Schedule A3.

Section 1.24 - Planned Community. A Common Interest Community that is not a condominium or a cooperative but, within certain described bounds, is divided real estate designated for separate ownership and may include common elements. The legal description of Woodside East is described in Schedule A1.

Section 1.25 - Planned Unit Development. A planned community having within its bounds, both: (a) real estate designated for separate or individual ownership, and (b) real estate designated as common with ownership vested with an Association made up of those individual owners, each having an allocated interest.

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

Section 1.27 - Real Estate. A leasehold or other estate or interest in, over, or under land, including structures, fixtures, and other improvements and interests that by custom, usage, or law pass with a conveyance of land though not described in the contract of sale or instrument of conveyance.

Section 1.28 - Rules and Regulations. Rules for the use of Lots and Common Elements and for the conduct of persons within the Common Interest Community, adopted by the Executive Board pursuant to this Declaration.

Section 1.29 - Security Interest. An interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an Association, and any other consensual lien or title retention contract intended as security for an obligation.

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

Section 1.31 - Unit. For the purpose of the Documents, the terms Lot and Unit are used interchangeably.

ARTICLE II

Name and Type of Common Interest
Community and Association

Section 2.1 - Common Interest Community. The name of the Common Interest Community is Woodside East. Woodside East, a planned unit development, is a Planned Community.

Section 2.2 - Association. The name of the Association is Woodside East Homeowners Association, Inc.

ARTICLE III

Description of Land

The entire Common Interest Community is situated in the Anchorage Recording District, Third Judicial District, State of Alaska and is located on land described in Schedule A1.

ARTICLE IV

Maximum Number of Lots, Boundaries

Section 4.1 - Maximum Number of Lots. The Common Interest Community contains 163 Lots as listed in Schedule A3.

Section 4.2 - Boundaries. Boundaries of each Lot are shown on the plat as numbered Lots with their identifying number depicted in Schedule A3.

ARTICLE V
Limited Common Elements;
Subsequently Allocated Limited Common Elements

Woodside East presently has no Limited Common Elements. However, those portions of the common elements adjacent to the units and that portion of the common elements utilized as an RV center as of the date of this Declaration may be subsequently allocated as Limited Common Elements under this Article. The allocations shall be made by amendments to this Declaration pursuant to Article 15 and such amendments shall specify to which Lot or Lots Limited Common Element is allocated.

ARTICLE VI
Maintenance, Repair and Replacement

Section 6.1 - Common Elements. The Association shall maintain, repair and replace all of the Common Elements.

Section 6.2 - Lots. Each Lot Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Lots except the portions thereof to be maintained, repaired or replaced by the Association.

Section 6.3 - Association. In addition to maintenance upon Common Elements, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows:

Paint and paint preparation of exterior building surfaces, including patio fences, trees, shrubs, grass, walks and other exterior improvements. However, such exterior maintenance shall not include repair of driveways, care or repair of roofs, gutters, downspouts, doors, glass and patio fences.

Section 6.4 - Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

Section 6.5 - Repairs Resulting from Negligence. Each Lot Owner will reimburse the Association for any damages to any other Lot or to the Common Elements caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Unit. If such expense is caused by misconduct, it will be assessed following Notice and Hearing. The Association will be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements.

ARTICLE VII
Property Rights

Section 7.1 - Owner's Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of use, benefit and enjoyment in and to the Common Element which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) The right of the Association to suspend the right of an Owner to use the Common Areas for any period during which any assessment installment against the Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its rules and regulations adopted in accordance with the Bylaws of the Association.

(b) The right of the Association to charge reasonable and other fees for the use of any recreational facility situated upon the Common Area.

Section 7.2 - Delegation of Use. Any Owner may delegate the right of enjoyment in and to the Common Areas to family members residing on the Lot and to tenants or contract purchasers residing on the Lot. The Owner shall notify the Secretary of the Association in writing of the name(s) of such delegate(s), and the rights and privileges of such delegate(s) are subject to suspension to the same extent as those of any Owner. No such notice shall be necessary for members of any Owner's family residing in the residence on the Lot. Anything to the contrary herein or elsewhere notwithstanding, the entitlement to the use and enjoyment of the "Common Areas" shall not be severable from the Lot to which such right and easement are appurtenant.

ARTICLE VIII
Membership and Voting Rights

Section 8.1 - Membership. Every Owner is a member of the Association. Membership is appurtenant to and not severable from ownership of a Lot. Conveyance or other transfer, except where the transfer is made solely as security for an obligation, of a Lot automatically transfers membership in the Association as well as all rights and obligations of the Transferor set forth in this Declaration and the Bylaws of the Association.

Section 8.2 - Voting. Each Lot shall be entitled to one equal vote. No partial votes are permitted. Votes must be cast in accordance with the Bylaws of the Association.

Section 8.3 - Association. The Association, acting through its Executive Board, is responsible for the administration of this Association in accordance with this Declaration and the Bylaws of the Association.

Section 8.4 - Bylaws. The internal affairs of the Association shall be controlled by its Bylaws as they may from time to time be amended.

Section 8.5 - Quorums. (a) Association Meeting. A quorum is present throughout a meeting of the association if persons entitled to cast 40 percent of the vote that may be cast for election of the Executive Board are present in person or by proxy at the beginning of the meeting. If the required quorum is not present, another meeting may be called (subject to the same notice requirement as the first meeting) and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

(b) Executive Board. Unless the bylaws specify a larger percentage, a quorum is considered present throughout a meeting of the Executive Board if persons entitled to cast 50 percent of the votes on the Board are present at the beginning of the meeting.

Section 8.6 - Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and must be filed with the Secretary before the appointed time of each meeting. Proxies may be cast for any vote during the meeting.

ARTICLE IX Party Walls

Section 9.1 - General Rules of Law to Apply. Each cement block wall which is built as a part of the original construction of the buildings on the Lots and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 9.2 - Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Lot Owners who make use of the wall in proportion to such use.

Section 9.3 - Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner(s) thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner(s) to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 9.4 - Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

Section 9.5 - Right to Contribution Runs with Land. The right of any owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 9.6 - Arbitration. In the event of any dispute arising concerning a party wall, such dispute shall be resolved between the parties by arbitration. The parties shall jointly select an arbitrator or, in the alternative, select an arbitrator through the procedures of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon the parties. The arbitration fees shall be equally divided between the parties.

ARTICLE X
Allocated Interests

Section 10.1 - Allocation of Interests. The table showing Lot numbers and their allocated interests is attached as Schedule A2. These interests have been allocated in accordance with the formulas set out in this Article.

Section 10.2 - Formulas for the Allocation of Interests. The Interests allocated to each Unit have been calculated on the following formulas:

- (a) Liability for the Common Expenses. The percentage of liability for Common Expenses allocated to each Unit is based on the number of Lots in the Common Interest Community. There are 163 Lots.
- (b) Votes. Each Lot in the Common Interest Community shall have one equal Vote.

ARTICLE XI
Restrictions on Use, Alienation and Occupancy

Section 11.1 - Use and Occupancy Restrictions. The following use restrictions apply to all Lots and to the Common Elements:

- (a) Each Lot is restricted to residential use as a single-family residence including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, traffic, shipping, trash or storage. No sign indicating commercial or professional uses may be displayed outside a Lot. A single-family residence is defined as a single housekeeping unit.
- (b) The use of Units and Common Elements is subject to the Bylaws and the Rules and Regulations of the Association.

Section 11.2 - Restrictions on Alienation. A Unit may not be conveyed pursuant to a time-sharing plan.

A Unit may not be leased or rented for a term of less than thirty (30) days. All leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association.

The Executive Board shall be notified of the names of the tenant or lessee.

ARTICLE XII
Easements and Licenses

All easements or licenses to which the Common Interest Community is presently subject are recited in Schedule A4 to this Declaration.

ARTICLE XIII
Additions, Alterations and Improvements

Section 13.1 - Additions, Alterations and Improvements by Lot Owners.

(a) No Lot Owner will make any structural addition, structural alteration, or structural improvement in or to the Common Interest Community without the prior written consent thereto of the Executive Board in accordance with Subsection 13.1(c).

(b) Subject to Subsection 13.1(a) a Lot Owner:

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

(ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community, without permission of the Executive Board;

(c) A Lot Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Subsection 13.1(a) or 13.1(b)(ii). The Executive Board shall answer any written request for such approval, after Notice and hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of its rules.

(d) Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit exterior shall be executed by the Executive Board only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, subcontractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

(e) All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change.

Section 13.2 - Additions, Alterations and Improvements by Executive Board. Subject to the limitations of Sections 19.5 and 19.6 of this Declaration, the Executive Board may make any additions, alterations or improvements to the Common Elements which, in its judgement, it deems necessary.

Section 13.3 - Exterior Improvements and Landscaping Within Patios. Unit Owners may make exterior improvements to their patios consisting of planting of gardens, hedges, shrubs, walks and benches without the permission of the Executive Board. All other improvements will require prior permission of the Board.

ARTICLE XIV

Relocation of Boundaries Between Adjoining Lots

Section 14.1 - The boundaries between adjoining Lots may not be relocated.

ARTICLE XV

Amendments to Declaration

Section 15.1 - General. This Declaration, including the Plat, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

Section 15.2 - Limitation of Challenges. An Action to challenge the validity of an amendment adopted by the Association pursuant to this Article may not be brought more than one (1) year after the amendment is recorded.

Section 15.3 - Recordation of Amendments. Each amendment to the Declaration must be recorded in each recording district in which a portion of the Common Interest Community is located and the amendment is effective only upon recording. An amendment, except an amendment pursuant to Article XIV of this Declaration, must be indexed in the grantee's index in the name of the Common Interest Community and the Association and in the grantor's index in the name of the parties executing the amendment.

Section 15.4 - When Unanimous Consent Required. Except to the extent expressly permitted or required by other provisions of the Act and this Declaration, an amendment may not increase the number of Lots, change the boundaries of a Lot, the Allocated Interests of a Lot, or the uses to which a Lot is restricted, in the absence of unanimous consent of the Lot Owners.

Section 15.5 - Execution of Amendments. An amendment to the Declaration required by the Act to be recorded by the Association, which have been adopted in accordance with this Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

ARTICLE XVI
Mortgages

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

Section 16.2 - Notice to Association. A Lot Owner who mortgages or executes a Deed of Trust on his unit shall notify the Association through the manager, if any, or the President of the Executive Board of the name of the institution servicing the associated loan (NBA, 1st National, Keybank, etc) and the name of the investor, insurer, guarantor or beneficiary (AHFC, FNMA, FHLMC, FPA, VA, private individual, etc.) The Association shall maintain such information and a Lot Owner shall likewise notify the Association promptly of any changes.

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

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Project, or any Lot on which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer;
- (b) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (c) Any judgment rendered against the Association.

Section 16.4 - Optional Notice of Action. The Association at its discretion, or upon written request of the Eligible Mortgagee and/or Eligible Insurer shall provide notification of:

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

Section 16.5 - Inspection of Books. The Association shall permit any Lot Owner, Eligible Mortgagee, or Eligible Insurer to inspect the books and records of the Association during normal business hours and, upon request, furnish such Lot Owners, Eligible Mortgagees or Eligible Insurers annual reports and other financial data as may be reasonably requested.

Section 16.6 - Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law, or in equity.

Section 16.7 - Attendance at Meetings. Any representative of any Eligible Mortgagee or Eligible Insurer may attend any meeting which an Owner may attend.

Section 16.8 - Appointment of Trustee. In the event of damage or destruction under Article XXII or XXIII or condemnation of all or a portion of the community, any Eligible Mortgagee may require that such proceeds be payable to a Trustee established pursuant to Section 1.30. Such Trustee may be required to be a corporate trustee licensed by the State of Alaska. Proceeds will thereafter be distributed pursuant to Article XXIII or pursuant to a condemnation award. Unless otherwise required, the members of the Board of Directors acting by majority vote through the president may act as Trustee.

Section 16.9 - Financial Statements. The Association shall provide any Eligible Mortgagee or Eligible Insurer which submits a written request, with a copy of an annual financial statement within ninety days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if:

- (a) At least 57% of the Homeowners request it, in which case the cost of the audit shall be a common expense; or
- (b) The Board of Directors requests it, in which case the cost of the audit shall be a common expense; or
- (c) Any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer shall bear the cost of the audit

ARTICLE XVII
Amendments to Bylaws

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

ARTICLE XVIII
Termination

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

ARTICLE XIX
Assessment and Collection of Common Expenses

Section 19.1 - Creation of the Lien and Personal Obligation of Assessments.

General - Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

Purpose of Assessment - The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Elements, and of the homes situated upon the Properties.

Section 19.2 - Apportionment of Common Expenses. Except as provided in Section 19.3, all Common Expenses shall be assessed against all Lots in accordance with their percentage interest in the Common Expenses as shown on Schedule A2 to this Declaration.

Section 19.3 - Common Expenses Attributable to Fewer Than All Lots.

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

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

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

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

(e) At the discretion of the Executive Board, any Common Expense associated with the maintenance, repair or replacement of the R.V. Center may be assessed in an equitable manner against the Lot Owner or Owners that use the RV Center.

(f) Painting expenses will be assessed on an equitable basis determined by the Executive Board, e.g. costs per building will be divided amongst the Units in that building and prorated on an annual basis.

Section 19.4 - Lien.

(a) The Association has lien on a Lot for an assessment levied against the Lot or fines imposed against its Lot Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged pursuant to the Act and the Documents are enforceable as assessments under this Section.

If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) A lien under this Section is prior to all other liens and encumbrances on a Lot except: (1) a lien and encumbrances recorded before the recordation of the Declaration; (2) a first Security Interest on the lot 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 Lot. 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 19.5 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 the lien. This Subsection does not affect the priority of mechanics' or materialmen's liens or the priority of a lien for other assessment 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 assessment 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 Lot 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 costs and reasonable attorney's fees for the prevailing party.

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

(h) The Association's lien must be foreclosed as a lien is foreclosed, or as a lien is foreclosed under AS 34.35.005.

(i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Lot Owner to collect all sums alleged to be due from that Lot 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 19.5 of this Declaration.

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

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

Section 19.5 - Budget Adoption and Ratification.

Within thirty (30) days after adoption of a proposed budget for the Common Interest Community the Executive Board shall provide a summary of the budget to each Unit Owner, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary.

Section 19.5.1 - Personal Obligation of Assessments. Each assessment, together with interest, costs, and reasonable attorney's fees, shall be a lien on the property and shall also be the personal obligation of the owner of the property at the time when the assessments fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 19.5.2 - Maximum Annual Assessment. (a) The annual assessment for each year may not be increased more than three percent (3%) above the assessment for the previous year without a vote of the membership. The Board of Directors may fix the annual assessment at an amount not in excess of this maximum without such a vote.

(b) The annual assessment may be increased more than three percent (3%) only by a vote of two-thirds (2/3) of the owner/votes in person or by proxy.

Section 19.5.3 - Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes entitled to be cast.

Section 19.5.4 - Notice and Quorum for Any Action Authorized Under Sections 2 and 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 2 or 3 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting, the required quorum shall be sixty percent (60%) of the votes entitled to be cast. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Each subsequent meeting shall be held within 60 days of the preceding meeting.

Section 19.5.5 - Date of Commencement of Annual Assessments: Due Dates. The Board of Directors shall fix the amount of the annual Assessment subject to the provisions of 19.5.2. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 19.5.6 - Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owners personally obligated to pay the same, and/or foreclose on the lien against the property.

Section 19.6 - Ratification of Non-budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 19.3 of this Declaration, in an amount greater than five percent (5%) of the current annual operating budget, the Executive Board shall submit such Common Expense to the Unit Owners for ratification in the same manner as a budget under Section 19.5.

Section 19.7 - Certificate of Non Payment of Common Expense Assessments. The Association upon written request shall furnish to a Unit Owner a statement in recordable form setting out the amount of unpaid assessments against the Unit. The statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board, and each Unit Owner.

Section 19.8 - Payment of Common Expenses. All Common Expenses assessed under Sections 19.2 and 19.3 shall be due and payable annually within 60 days of budget adoption pursuant to Section 19.5 above.

Section 19.9 - No Waiver of Liability for Common Expenses. No Lot 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 19.10 - Personal Liability of Lot Owners. The Owner of a Lot 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 lot unless he or she agrees to assume the obligation.

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

ARTICLE XXI
Persons and Lots Subject to Documents

Section 21.1 - Compliance with Documents. All Lot Owners, tenants, mortgagees and occupants of Lots shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Lot constitutes agreement that the provisions of the Documents are accepted and ratified by such Lot Owner, tenant, mortgagee or occupant, and all such provisions recorded on the Land Records of the Anchorage Recording District of the Third Judicial District are covenants running with the land and shall bind any Persons having at any time any interest or estate in such lot.

Section 21.2 - Adoption of Rules and Regulations. The Executive Board may adopt Rules and Regulations regarding the use and occupancy of Lots, Common Elements, and Limited Common Elements and the activities of occupants, subject to Notice and Comment.

ARTICLE XXII
Insurance

Section 22.1 - Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Lot Owners and Eligible Mortgagees at their respective last known addresses.

Section 22.2 - Property Insurance.

(a) Property insurance covering:

- (i) The common facilities (which term means all buildings, all fixtures, equipment and any improvements and betterments that are Common Elements) but excluding land, excavations, portions of foundations below the undersurfaces, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; and
- (ii) all personal property owned by the Association.

(b) Amounts. The common facilities for an amount (after application of any deductions) equal to one hundred percent (100%) of their actual cash value at the time the insurance is purchased and at each renewal date. Personal property owned by the Association for an amount equal to its actual cash value.

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

The maximum deductible for insurance policies shall be one percent (1%) of the policy face amount.

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

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

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

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

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

(iv) Loss must be adjusted with the Association.

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

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

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

"Woodside East Homeowners Association, Inc. for the use and benefit of the Individual Owners."

Section 22.3 - Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than \$1,000,000, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements, and the activities of the Association.

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

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

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

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

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

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

Section 22.4 - Fidelity Bonds. A blanket fidelity bond may be provided for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three months' assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days written notice to the Association, to each holder of a Security Interest in a Unit, to each servicer that services a FNMA-owned or FHLMC-owned mortgage on a Unit and to the insurance trustee, if any, before the bond can be cancelled or substantially modified for any reason.

Section 22.5 - Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

Section 22.6 - Workers' Compensation Insurance. The Executive Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Alaska.

Section 22.7 - Directors' and Officers' Liability Insurance. The Executive Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

Section 22.8 - Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 22.9 - Premiums. Insurance premiums shall be a Common Expense.

ARTICLE XXIII
Damage To or Destruction of Property

Section 23.1 - Duty to Restore. A portion of the Common Interest Community for which insurance is required under Section 34.08.440 of the Act or for which insurance carried by the association is in effect, whichever is more extensive, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (a) The Common Interest Community is terminated;
- (b) Repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety; or
- (c) Eighty percent (80%) of the Owners vote not to rebuild.

Section 23.2 - Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 23.3 - Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board or a majority of Unit Owners.

Section 23.4 - Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Executive Board of the Association, acting by the President, shall hold any insurance proceeds in trust for the Association, Lot Owners and lien holders as their interests may appear. Subject to the provisions of Subsection 23.1(a) through Subsection 23.1(c), the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Lot Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Common Interest Community is terminated.

Section 23.5 - Certificates by Attorneys. Title insurance companies or if payments are to be made to Unit Owners or mortgagees, the Executive Board, and the Trustee if any, shall obtain and may rely on a title insurance company or attorney's title certificate of title or a title insurance policy based on a search of the Land Records of the Anchorage Recording District of the Third Judicial District from the date of the recording of the original Declaration stating the names of the Owners and the mortgagees.

ARTICLE XXIV
Rights To Notice and Comment:
Notice and Hearing

Section 24.1 - Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the Documents require that an action be taken after "Notice and Comment", and at any other time the Executive Board determines, the Lot 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 Lot Owner in writing and shall be delivered personally or by mail to all Lot 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 Lot Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. It shall invite comment to the Executive Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Lot Owner to be heard at a formally constituted meeting.

Section 24.2 - Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Lot Owners or occupants of Lots 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 24.3 - Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XXV
Executive Board

Section 25.1 - Minutes of Executive Board Meetings. The Executive Board shall permit any Lot Owner to inspect the minutes of Executive Board meetings during normal business hours. The minutes shall normally be available for inspection within fifteen (15) days after any such meeting.

Section 25.2 - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community which shall include, but not be limited to the the following:

- (a) Adopt and amend Bylaws, Rules and Regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves, and cause to be maintained a full set of books and records showing the financial condition of the affairs of the Associations in a manner consistent with generally accepted accounting principles
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge agents including managing agents;
- (e) Hire and discharge employees and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Association's Declaration, Bylaws or Rules in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Common Interest Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) Cause additional improvements to be made as a part of the Common Elements;
- (j) Acquire, hold encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 34.08.430 of the Act;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Elements;
- (l) Impose and receive a payment, fee or charge for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Subsections (2) and (4) of Section 34.08.100 of the Act, and for services provided to Unit Owners;
- (m) Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy a reasonable fine for violations of this Declaration, Bylaws, Rules and Regulations of the Association;
- (n) Impose a reasonable charge for the preparation and recordation of amendments to this Declaration, resale certificates required by Section 34.08.590 of the Act or a statement of unpaid assessments;

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

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

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

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

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

(t) By resolution, establish committees of Directors, 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 submit recommended actions to the Executive Board. Such committees recommended action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

(u) Call for an annual Homeowners meeting to be held in Anchorage, Alaska at a suitable place convenient to the Lot Owners.

(v) Keep corporate documents up to date.

Section 25.3 - Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend this Declaration; to terminate the Common Interest Community or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

Section 25.4 - Election of Executive Board. At each annual meeting the Lot Owners shall elect by majority vote three Directors for a term of three years. There shall be a total of nine members of the Executive Board.

Section 25.5 - Removal of Executive Board. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting. Any Director who during any calendar year misses two meetings of the Board of Directors, duly called, without prior approved leave by the Board of Directors, or any Director who misses three Directors meetings in any calendar year whether excused or not unless the Board of Directors by its affirmative vote, votes not to remove him, shall be removed from the Board of Directors. The Director shall be deemed removed at such time as the Board of Directors certify that he has been removed pursuant to the provisions of this paragraph. In the event of such removal a majority of the Directors at a meeting duly called for that purpose, may elect a successor to fill the remaining term of said Director, or at their option, may refer the matter to the owners at the next meeting of the homeowners regular or special duly called meeting.

ARTICLE XXVI
Open Meetings

Section 26.1 - Access. All meetings of the Executive Board, at which action is to be taken by vote at such meeting will be open to the Lot Owners, except as hereafter provided.

Section 26.2 - Notice. Notice of every such meeting will be given not less than 24 hours prior to the time set for such meeting, by distributing such notice to each Lot in the Common Interest Community, except that such notice will not be required if an emergency situation requires that the meeting be held without delay.

Section 26.3 - Executive Sessions. Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Lot Owners, in either of the following situations only:

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

Article XXVII
Condensation

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

ARTICLE XXVIII
Miscellaneous

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

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

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

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

Section 28.5 - Enforcement. The Association, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 28.6 - Conflict. The Documents are intended to comply with the requirements of the Act and Chapter 10.20 of the Alaska Statutes (Non Profit Corporation Law). In the event of any conflict between the documents and any mandatory provision of the Alaska Statutes, the provision of the Statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

IN WITNESS WHEREOF, the undersigned, being the President of the Executive Board, has hereunto set his hand and seal this 4th day of April, 1991.

(seal)

Woodside East Homeowners Association



Robert O. Robertson, President

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on this 4th day of April, 1991 by Robert O. Robertson, President of Woodside East Homeowners Association, on behalf of the Association.

Virginia K. Culbertson
Notary Public in and for Alaska
My Commission Expires: 1-17-92

BK0211-2FG435

Schedule A1

Description of the Land

The metes and bounds of Woodside East, consisting of four units, situated in Anchorage Recording District, Third Judicial District, State of Alaska are specifically recorded with the Municipality of Anchorage, Public Works Department, Office of the Municipal Engineer; the State of Alaska District Recorders Officer and Woodside East Permanent Files, as follow:

Unit 1	Plat 82-124
Unit 2	Plat 82-101
Unit 3	Plat 84-109
Unit 4	Plat 81-171

(Note: These Plat numbers are occasionally updated. These were the effective February, 1988.)

Schedule A2

Table of Interest
Woodside East Homeowners Association

<i>take</i> line	lot#	unit#	address	fractional share of expenses	% share of expenses	vote in the affairs of the assoc.
001	1	1	2602 Shepherdia Dr.	1/163	.6134969%	1
002	2	1	2606 Shepherdia Dr.	1/163	.6134969%	1
003	3	1	2610 Shepherdia Dr.	1/163	.6134969%	1
004	4	1	2614 Shepherdia Dr.	1/163	.6134969%	1
005	5	1	2618 Shepherdia Dr.	1/163	.6134969%	1
006	6	1	2628 Shepherdia Dr.	1/163	.6134969%	1
007	7	1	2632 Shepherdia Dr.	1/163	.6134969%	1
008	8	1	2636 Shepherdia Dr.	1/163	.6134969%	1
009	9	1	2640 Shepherdia Dr.	1/163	.6134969%	1
010	10	1	2002 Crataegus Circle	1/163	.6134969%	1
011	11	1	2006 Crataegus Circle	1/163	.6134969%	1
012	12	1	2010 Crataegus Circle	1/163	.6134969%	1
013	13	2	2014 Crataegus Circle	1/163	.6134969%	1
014	14	2	2018 Crataegus Circle	1/163	.6134969%	1
015	15	2	2022 Crataegus Circle	1/163	.6134969%	1
016	16	2	2026 Crataegus Circle	1/163	.6134969%	1
017	17	2	2032 Crataegus Avenue	1/163	.6134969%	1
018	18	2	2034 Crataegus Avenue	1/163	.6134969%	1
019	18A	2	2042 Crataegus Avenue	1/163	.6134969%	1
020	19	2	2062 Crataegus Avenue	1/163	.6134969%	1
021	20	2	2066 Crataegus Avenue	1/163	.6134969%	1
022	21	2	2076 Crataegus Avenue	1/163	.6134969%	1
023	22	2	2086 Crataegus Avenue	1/163	.6134969%	1
024	23	2	2096 Crataegus Avenue	1/163	.6134969%	1
025	24	2	2102 Crataegus Avenue	1/163	.6134969%	1
026	25	2	2106 Crataegus Avenue	1/163	.6134969%	1
027	26	2	2114 Crataegus Avenue	1/163	.6134969%	1
028	27	2	2128 Crataegus Avenue	1/163	.6134969%	1
029	28	2	2134 Crataegus Avenue	1/163	.6134969%	1
030	29	2	2146 Crataegus Avenue	1/163	.6134969%	1
031	30	2	2156 Crataegus Avenue	1/163	.6134969%	1
032	31	2	2168 Crataegus Avenue	1/163	.6134969%	1
033	32	2	2178 Crataegus Avenue	1/163	.6134969%	1
034	33	1	2603 Shepherdia Dr.	1/163	.6134969%	1
035	34	1	2607 Shepherdia Dr.	1/163	.6134969%	1
036	35	1	2611 Shepherdia Dr.	1/163	.6134969%	1
037	36	1	2617 Shepherdia Dr.	1/163	.6134969%	1
038	37	1	2629 Shepherdia Dr.	1/163	.6134969%	1
039	38	1	2633 Shepherdia Dr.	1/163	.6134969%	1
040	39	1	2637 Shepherdia Dr.	1/163	.6134969%	1

BK02142-6437

Schedule A2 - continued

line	lot#	unit#	address	Fractional share of expenses	% share of expenses	vote in the affairs of the assoc.
041	40	1	2001 Crataegus Circle	1/163	.6134969%	1
042	41	1	2017 Crataegus Avenue	1/163	.6134969%	1
043	42	1	2029 Crataegus Avenue	1/163	.6134969%	1
044	43	2	2053 Crataegus Avenue	1/163	.6134969%	1
045	44	2	2059 Crataegus Avenue	1/163	.6134969%	1
046	45	2	2067 Crataegus Avenue	1/163	.6134969%	1
047	46	2	2077 Crataegus Avenue	1/163	.6134969%	1
048	47	2	2091 Crataegus Avenue	1/163	.6134969%	1
049	48	2	2115 Crataegus Avenue	1/163	.6134969%	1
050	49	2	2123 Crataegus Avenue	1/163	.6134969%	1
051	50	2	2131 Crataegus Avenue	1/163	.6134969%	1
052	51	2	2137 Crataegus Avenue	1/163	.6134969%	1
053	52	2	2205 Crataegus Avenue	1/163	.6134969%	1
054	53	2	2213 Crataegus Avenue	1/163	.6134969%	1
055	54	2	2225 Crataegus Avenue	1/163	.6134969%	1
056	55A	4	2235 Crataegus Avenue	1/163	.6134969%	1
057	56A	4	2245 Crataegus Avenue	1/163	.6134969%	1
058	58	4	2610 Kelsan Circle	1/163	.6134969%	1
059	58A	4	2614 Kelsan Circle	1/163	.6134969%	1
060	59	4	2606 Kelsan Circle	1/163	.6134969%	1
061	60	4	2602 Kelsan Circle	1/163	.6134969%	1
062	61	4	2601 Kelsan Circle	1/163	.6134969%	1
063	62	4	2605 Kelsan Circle	1/163	.6134969%	1
064	63	4	2609 Kelsan Circle	1/163	.6134969%	1
065	64	4	2613 Kelsan Circle	1/163	.6134969%	1
066	65	4	2617 Kelsan Circle	1/163	.6134969%	1
067	66	4	2621 Kelsan Circle	1/163	.6134969%	1
068	67A	4	2625 Kelsan Circle	1/163	.6134969%	1
069	67B	4	2629 Kelsan Circle	1/163	.6134969%	1
070	67C	4	2633 Kelsan Circle	1/163	.6134969%	1
071	68	4	2294 Sorbus Way	1/163	.6134969%	1
072	69	4	2290 Sorbus Way	1/163	.6134969%	1
073	70	4	2286 Sorbus Way	1/163	.6134969%	1
074	71	4	2282 Sorbus Way	1/163	.6134969%	1
075	72	4	2278 Sorbus Way	1/163	.6134969%	1
076	73	3	2244 Sorbus Way	1/163	.6134969%	1
077	74	3	2240 Sorbus Way	1/163	.6134969%	1
078	75	3	2236 Sorbus Way	1/163	.6134969%	1
079	76	3	2232 Sorbus Way	1/163	.6134969%	1
080	77	3	2228 Sorbus Way	1/163	.6134969%	1
081	78	3	2224 Sorbus Way	1/163	.6134969%	1
082	79	3	2220 Sorbus Way	1/163	.6134969%	1
083	80	3	2216 Sorbus Way	1/163	.6134969%	1
084	81	3	2096 Shepherdia Dr.	1/163	.6134969%	1
085	82	3	2088 Shepherdia Dr.	1/163	.6134969%	1
086	83	3	2076 Shepherdia Dr.	1/163	.6134969%	1
087	84	3	2066 Shepherdia Dr.	1/163	.6134969%	1
088	85	3	2056 Shepherdia Dr.	1/163	.6134969%	1

Schedule A2 - continued

line	lot#	unit#	address	fractional share of expenses	% share of expenses	vote in the affairs of the assoc.
089	86	1	2044 Shepherdia Dr.	1/163	.6134969%	1
090	87	1	2040 Shepherdia Dr.	1/163	.6134969%	1
091	88	1	2036 Shepherdia Dr.	1/163	.6134969%	1
092	89	1	2032 Shepherdia Dr.	1/163	.6134969%	1
093	90	1	2028 Shepherdia Dr.	1/163	.6134969%	1
094	91	1	2024 Shepherdia Dr.	1/163	.6134969%	1
095	92	1	2605 Sorbus Circle	1/163	.6134969%	1
096	93	1	2609 Sorbus Circle	1/163	.6134969%	1
097	94	1	2611 Sorbus Circle	1/163	.6134969%	1
098	95	1	2615 Sorbus Circle	1/163	.6134969%	1
099	96	1	2617 Sorbus Circle	1/163	.6134969%	1
100	97	1	2621 Sorbus Circle	1/163	.6134969%	1
101	98	1	2625 Sorbus Circle	1/163	.6134969%	1
102	99	1	2624 Sorbus Circle	1/163	.6134969%	1
103	100	1	2620 Sorbus Circle	1/163	.6134969%	1
104	101	1	2612 Sorbus Circle	1/163	.6134969%	1
105	101A	1	2616 Sorbus Circle	1/163	.6134969%	1
106	102	1	2610 Sorbus Circle	1/163	.6134969%	1
107	103	1	2606 Sorbus Circle	1/163	.6134969%	1
108	104	1	2602 Sorbus Circle	1/163	.6134969%	1
109	105	1	2011 Shepherdia Dr.	1/163	.6134969%	1
110	106	1	2015 Shepherdia Dr.	1/163	.6134969%	1
111	107	1	2019 Shepherdia Dr.	1/163	.6134969%	1
112	108	1	2023 Shepherdia Dr.	1/163	.6134969%	1
113	109	1	2027 Shepherdia Dr.	1/163	.6134969%	1
114	110	1	2031 Shepherdia Dr.	1/163	.6134969%	1
115	111	1	2035 Shepherdia Dr.	1/163	.6134969%	1
116	112	1	2039 Shepherdia Dr.	1/163	.6134969%	1
117	113	3	2055 Shepherdia Dr.	1/163	.6134969%	1
118	114	3	2067 Shepherdia Dr.	1/163	.6134969%	1
119	115	3	2075 Shepherdia Dr.	1/163	.6134969%	1
120	116	3	2083 Shepherdia Dr.	1/163	.6134969%	1
121	117	3	2091 Shepherdia Dr.	1/163	.6134969%	1
122	118	3	2144 Sorbus Way	1/163	.6134969%	1
123	119	3	2140 Sorbus Way	1/163	.6134969%	1
124	120	3	2136 Sorbus Way	1/163	.6134969%	1
125	121	3	2132 Sorbus Way	1/163	.6134969%	1
126	122	3	2128 Sorbus Way	1/163	.6134969%	1
127	123	3	2124 Sorbus Way	1/163	.6134969%	1
128	124	3	2103 Sorbus Way	1/163	.6134969%	1
129	125	3	2107 Sorbus Way	1/163	.6134969%	1
130	126	3	2111 Sorbus Way	1/163	.6134969%	1
131	127	3	2115 Sorbus Way	1/163	.6134969%	1
132	128	3	2119 Sorbus Way	1/163	.6134969%	1
133	129	3	2123 Sorbus Way	1/163	.6134969%	1
134	130	3	2127 Sorbus Way	1/163	.6134969%	1

Schedule A2 - continued

line	lot#	unit#	address	fractional share of expenses	% share of expenses	vote in the affairs of the assoc.
135	131	3	2131 Sorbus Way	1/163	.6134969%	1
136	132	3	2135 Sorbus Way	1/163	.6134969%	1
137	133	3	2139 Sorbus Way	1/163	.6134969%	1
138	134	3	2143 Sorbus Way	1/163	.6134969%	1
139	135	3	2147 Sorbus Way	1/163	.6134969%	1
140	136	3	2151 Sorbus Way	1/163	.6134969%	1
141	137	3	2203 Sorbus Way	1/163	.6134969%	1
142	138	3	2207 Sorbus Way	1/163	.6134969%	1
143	139	3	2211 Sorbus Way	1/163	.6134969%	1
144	140	3	2215 Sorbus Way	1/163	.6134969%	1
145	141	3	2219 Sorbus Way	1/163	.6134969%	1
146	142	3	2223 Sorbus Way	1/163	.6134969%	1
147	143	3	2227 Sorbus Way	1/163	.6134969%	1
148	144	3	2231 Sorbus Way	1/163	.6134969%	1
149	145	3	2235 Sorbus Way	1/163	.6134969%	1
150	146	3	2239 Sorbus Way	1/163	.6134969%	1
151	147	3	2243 Sorbus Way	1/163	.6134969%	1
152	148	3	2247 Sorbus Way	1/163	.6134969%	1
153	149	3	2251 Sorbus Way	1/163	.6134969%	1
154	150	3	2255 Sorbus Way	1/163	.6134969%	1
155	151	3	2259 Sorbus Way	1/163	.6134969%	1
156	152	3	2263 Sorbus Way	1/163	.6134969%	1
157	153A	4	2267 Sorbus Way	1/163	.6134969%	1
158	154A	4	2271 Sorbus Way	1/163	.6134969%	1
159	155	4	2279 Sorbus Way	1/163	.6134969%	1
160	156	4	2283 Sorbus Way	1/163	.6134969%	1
161	157	4	2287 Sorbus Way	1/163	.6134969%	1
162	158	4	2291 Sorbus Way	1/163	.6134969%	1
163	159	4	2295 Sorbus Way	1/163	.6134969%	1

Schedule A3

Plats

The Plats for Woodside East are as follows:

Unit 1	Plat 82-124
Unit 2	Plat 82-101
Unit 3	Plat 84-109
Unit 4	Plat 81-171

(Note: these plats numbers are occasionally updated. These numbers were effective February, 1988 and are available from the Municipality of Anchorage, Public Works Department, Office of the Municipal Engineer, the State of Alaska District Recorders Office and the Woodside East Permanent Files.)

Grid 1533 is a consolidation of Units 1, 2, 3, and 4 and is included as page 33 of schedule A3.

BK021E2FG441

Schedule A1

Easements or Licenses

The utility easements within Woodside East are specifically recorded on the plats enumerated in Schedule A1 and are on file with the Municipality of Anchorage, Public Works Department, Office of the Municipal Engineer and/or the State of Alaska District Records Office.

Any supplemental easements not recorded on the plats of schedule A1 will be recorded separately at the State of Alaska District Records Office.

No licenses have been issued to Woodside East Homeowners Association.

BK0211276442

STATE OF ALASKA

)
)SS.

THIRD JUDICIAL DISTRICT

The foregoing instrument was acknowledged before me this
17 day of April, 1991, by Robert O. Robertson, President
of Woodside East Homeowners Association Inc., an Alaskan Corporation,
on behalf of the corporation.

Virginia K. Petuk
Notary Public for the State of Alaska
My commission expires: 1-17-94

91-015361

ANCHORAGE REC.
DISTRICT

138-

REQUESTED BY WOODSIDE EAST HOMEOWNERS
ASSOCIATION, INC.

'91 APR 17 PM 4 00