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Recording Dist: 301 - Anchorage
2/9/2009 2:35 PM Pages: 1 of 70



**DECLARATION
OF
WHISPERWOOD SQUARE
UNITS 3 THROUGH 6**

AFTER RECORDATION RETURN TO:

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DECLARATION
OF
WHISPERWOOD SQUARE

UNITS 3 THROUGH 6

Declarant, Hultquist Homes, Inc., an Alaska corporation, with an office at 351 E. 104th Avenue, Suite 100, Anchorage, Alaska 99515, does hereby submit the real property in Anchorage, Alaska, described in Schedule A-1, to the provisions of the Common Interest Ownership Act, Title 34, Chapter 8, of the Alaska Statutes, for the purpose of creating Whisperwood Square, and making the Improvements shown in the Plat and Plans attached as Schedule A-3.

ARTICLE I

Definitions

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

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

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

Section 1.3 - Association. Whisperwood Square Owners Association, Inc., a non-profit corporation organized under Title 10, Chapter 20 of the statutes of the State of Alaska. It is the Association of Unit Owners pursuant to Section 34.08.310 of the Act.

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

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

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

- (a) Expenses of administration, maintenance, repair or replacement of the Common Elements;
- (b) Expenses declared to be Common Expenses by the Documents or by the Act;
- (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 A-1, subject to the Declaration of Whisperwood Square.

Section 1.8 - Declarant. Hultquist Homes, Inc., an Alaska corporation, or its successor as defined in Subsection 34.08.990(12) of the Act.

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

Section 1.10 - Development Rights. The rights reserved by the Declarant under Article VII of this Declaration including but not limited to the right to create Units, Common Elements, and Limited Common Elements within the Common Interest Community, and to withdraw property from the Common Interest Community.

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

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

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

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

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

Section 1.16 - Improvements. Any construction, structure, fixture or facilities existing or to be constructed on the land included in the Common Interest Community, including but not limited to, buildings, trees and shrubbery planted by the Declarant, a Unit Owner or the Association, paving, utility wires, pipes, and light poles.

Section 1.17 - Limited Common Elements. The portion of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units by the Declaration or by operation of Subsections (2) and (4) of Section 34.08.100. The Limited Common Elements in the Common Interest Community are described in Article V of this Declaration.



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

Section 1.19 - Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 1.20 - Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 23.1 of this Declaration.

Section 1.21 - Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 23.2 of this Declaration.

Section 1.22 - 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 - Plans. The plans filed with this Declaration as Schedule A-3, as they may be amended from time to time.

Section 1.24 - Plat. The plat filed with this Declaration as Schedule A-3, as it may be amended from time to time.

Section 1.25 - Property. The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

Section 1.26 - Public Offering Statement. The current document prepared pursuant to 34.08.530 of the Act as it may be amended from time to time, and provided to purchasers.

Section 1.27 - Rules. Rules for the use of Units and Common Elements and for the conduct of persons within the Common Interest Community, adopted by the Executive Board pursuant to this Declaration.

Section 1.28 - Security Interest. An interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.29 - Special Declarant Rights. Right reserved for the benefit of a Declarant to (A) complete Improvements indicated on Plats and Plans filed with the Declaration; (B) exercise any Development Right; (C) maintain sales offices, management offices, signs advertising the Common



Interest Community, and models; (D) use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community or within real estate that may be added to the Common Interest Community; or (E) appoint or remove an officer of the Association or any Executive Board member during any period of Declarant control.

Section 1.30 - 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. A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Section 4.2 of this Declaration.

Section 1.32 - Unit Owner. The Declarant or other Person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by this Declaration.

ARTICLE II

Name and Type of Common Interest Community and Association

Section 2.1 - Common Interest Community. The name of the Common Interest Community is Whisperwood Square. Whisperwood Square are condominiums.

Section 2.2 - Association. The name of the Association is Whisperwood Square Owners Association, Inc.

ARTICLE III

Description of Land

The entire Common Interest Community is situated in the Anchorage Recording District, Third Judicial District, State of Alaska and is located on land described in Schedule A-1.

ARTICLE IV

Maximum Number of Units; Boundaries.

Section 4.1 - Maximum Number of Units. The Common Interest Community upon creation will contain four (4) Units. As each building is added it contains the number of units listed in the most current Schedule A-2. The Declarant reserves the right to create up to a total of fifty-four (54) Units.

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

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

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

(c) Vertical Perimeter Boundaries. The planes defined by the inner surfaces of the studs and framing of the perimeter walls; the unfinished inner surfaces of poured concrete walls; the unfinished surfaces of the interior trim and thresholds along perimeter walls and floors; the unfinished exterior surfaces of closed windows and closed perimeter doors; and the innermost unfinished planes of all interior bearing studs and framing of bearing walls, columns, bearing partitions; and partition walls between separate Units.

(d) Inclusions. Each Unit will include the spaces and Improvements lying within the boundaries described in Sections 4.2(a), 4.2(b), and 4.2(c), above, and will also include the spaces and the Improvements within such spaces containing any heating, water heating apparatus, smoke detector systems and all electrical switches, wiring, pipes, ducts, conduits, smoke detector system and television, telephone, and electrical receptacles and light fixtures and boxes serving that Unit exclusively, the surface of the foregoing being the boundaries of such Unit, whether or not such spaces are contiguous.

(e) Exclusions. Except when specifically included by other provisions of Section 4.2, the following are excluded from each Unit: The spaces and Improvements lying outside of the boundaries described in Sections 4.2(a), 4.2(b), and 4.2(c), above; and all chutes, pipes, flues, ducts, wires, conduits, and other facilities running through or within any interior wall or partition for the purpose of furnishing utility and similar services to other Units and Common Elements or both.

(f) Inconsistency with Plans. If this definition is inconsistent with the Plans, then this definition will control.

ARTICLE V

Limited Common Elements.

The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

(a) If a chute, flue, pipe, duct, wire, conduit, bearing wall, bearing column, or other fixture lies partially within and partially outside the designated boundaries of a Unit, the



portion serving only the Unit is a Limited Common Element, allocated solely to the Unit, the use of which is limited to that Unit, and any portion thereof serving more than one Unit or a portion of the Common Elements is a part of the Common Elements.

(b) Any doorsteps, porches, and decks designed to serve a single Unit that are located outside the boundaries of the Unit, are Limited Common Elements allocated exclusively to the Unit and their use is limited to that Unit.

(c) Parking space and combination parking space/garage entry the use of which is limited to the Unit as shown on the Plat and Plans.

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

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

(f) Fences constructed on the yards, the use of which is limited to the Units whose yards adjoin said fence.

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

ARTICLE VI

Maintenance, Repair and Replacement

Section 6.1 - Common Elements. The Association shall maintain, repair and replace all of the Common Elements, except for certain Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners. Common Expenses associated with the cleaning, maintenance, repair or replacement of Limited Common Elements which are not the specific maintenance responsibility of a Unit or Units or a maintenance expense of the Association which is to be specifically assessed to the Unit Owner or Owners to whose Unit the Limited Common Element is appurtenant will be assessed against all Units in accordance with their Allocated Interests in the Common Expenses. If any Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element will be assessed and shared equally among the Units to which it is assigned.

(a) Certain Limited Common Elements to be maintained by the Association and assessed to the Units. The Association shall maintain, repair, and replace the Limited Common Element walkways, parking spaces and unfenced yards, and shall assess the cost against the Unit or Units to which such Limited Common Elements are assigned. The Association shall also perform the scheduled re-leveling of the limited common element deck at the rear of each Unit. These scheduled maintenance sequences shall occur at such times as deemed appropriate by the Association.



(b) Maintenance, Repair, and Replacement Obligations of Unit Owners with Respect to Certain Limited Common Elements. Maintenance responsibilities with respect to the Limited Common Elements deck, entryway and fenced yard areas referenced herein, shall be performed in accordance with the standards promulgated and provided to Unit Owners from time to time by the Executive Board.

(i) Each Unit Owner shall be responsible for the maintenance repair and replacement of their deck and entryway, including the removal of snow and debris from the deck and entryway appurtenant to their Unit.

(ii) Unit Owners are responsible for the maintenance, repair, and replacement of any grass, shrubs, and trees located within the fenced Limited Common Element yard area appurtenant to their Unit, including the removal of all cut grass, leaves, dirt, and debris.

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

(d) Construction and Maintenance of Limited Common Element Fences. Unit Owners may construct a fence enclosing the rear yard area assigned to their Unit. Fence material, design and location shall be determined by the Executive Board. The Executive Board may change the designated materials and design from time to time without amending this Declaration.

(i) To the extent that a fence separates yard areas appurtenant to separate Units, then the responsibility for the maintenance, repair, and replacement of that portion of the fence shall be the joint responsibility of the Units to which such yards are appurtenant. The cost of construction of the fence shall be that of the Unit Owner constructing the fence enclosing the yard appurtenant to that Unit. To the extent that a fence constructed by a Unit Owner joins an existing fence dividing the yards between the two Units, then such Unit Owner shall pay to the owner of the adjoining Unit one-half (1/2) of the reasonable costs of the shared fence at reasonable commercial rates in effect at the time. No Unit Owner may construct a fence around a portion of its yard without completely enclosing that Unit Owner's yard.

(ii) Provided, however, that the requirements of 6.1(d)(i) above, shall not be construed to compel a Unit Owner to erect and maintain a fence separating



two yard areas, who does not agree to the erection of the fence. In such circumstances the fence construction costs shall be responsibility of the Unit Owner desiring the construction of the fence. If the adjoining Unit Owner not originally in agreement with construction of the fence, should subsequently decide to enclose their yard with a fence, then at such time, the Unit Owner not originally in agreement shall contribute an equitable portion of fence construction costs to the Unit Owner who erected the fence separating their yard areas, including a reasonable adjustment for the remaining economic life of the existing fence.

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

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

Section 6.4 - Repairs Resulting from Negligence. Each Unit Owner will reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally or negligently by the Unit Owner or by his or her failure to properly maintain, repair or make replacements to his or her Unit. The Association will be responsible for damage to Units caused intentionally or negligently by the Association or by its failure to maintain, repair or make replacements to the Common Elements. If such expense is caused by misconduct, it will be assessed following Notice and Hearing.

Section 6.5 - No Additional Component or Element May be Attached Without Consent of the Executive Board. No additional component or element may be attached to any Common Element without the written consent of the Executive Board. In the event that any additional component or element of a Limited Common Element attached thereto by the Unit Owner becomes deteriorated or unsightly or is inconsistent with conditions of installation it may be removed or repaired at the Unit Owner's expense as a Common Expense Assessment under this section, after Notice and Hearing.

ARTICLE VII

Development Rights and Other Special Declarant Rights

Section 7.1 - Reservation of Development Rights. The Declarant reserves the following Development Rights:

- (a) The right by amendment, to add Units, Common Elements, and Limited Common Elements within the area shown on the Plat as "Development Rights Reserved."



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

(c) The right to withdraw property listed in Schedule A-1 as "Property Subject to Development Rights" from the Common Interest Community, in which case there is reserved for the benefit of the withdrawn property;

(i) A non-exclusive easement for vehicular and pedestrian ingress and egress over and across any streets and pedestrian ingress and egress over and across sidewalks and paths located on the Property. This right shall apply to the owners, occupants and guests and invitees of each owner or occupant of any lot, dwelling unit, condominium unit or other building located on any land withdrawn from the Common Interest Community by Declarant pursuant to its special Declarant rights.

(ii) A non-exclusive right and easement to connect to and use the storm sewers or sanitary sewers and water lines which may at any time be constructed on the Property for the purpose of servicing Property that Declarant withdraws from the Common Interest Community to the extent that such sewer or water lines are designed for or intended to serve buildings on the portion of the Property that is withdrawn from the Common Interest Community. The easement for construction and placement of the connections to the sewer or water lines shall be at reasonable locations on the Common Elements within the Property remaining in the Common Interest Community. Each person within the property withdrawn, who connects to any such sewer or water line shall be responsible for the payment of charges for use and maintenance equitably charged both to that person by the utility serving that person and the person who provided the water or sewer lines.

(iii) The rights provided for in Section 7.1(c)(i) and (ii) with respect to easements are subject to the obligation of the Unit Owner to pay a reasonable share of the cost of maintenance repair and replacement with respect to the water or sewer lines, streets, sidewalks, streets and paths. Prior to connecting to the water or sewer lines, streets, paths or sidewalks, the owner of the Property withdrawn from the Common Interest Community shall enter into a reasonable agreement with the Association for the purpose of outlining the shared costs of expense of those improvements. The easements and rights granted hereby with respect to the streets, sidewalks, paths, and water and sewer lines shall be easements appurtenant to the portion of the Property that is withdrawn and shall accrue to the benefit of Declarant, its successors and assigns.



Section 7.2 - Limitations on Development Rights. The Development Rights reserved in Section 7.1 are limited as follows:

- (a) The Development Rights may be exercised at any time, but not more than seven (7) years after the recording of the initial Declaration.
- (b) Not more than fifty (50) additional Units may be created under the Development Rights.
- (c) The quality of construction of any buildings and Improvements to be created on the Property shall be consistent with the quality of those constructed pursuant to this Declaration as initially recorded.
- (d) All Units and Common Elements created pursuant to the Development Rights will be restricted to residential use in the same manner and to the same extent as the Units created under this Declaration as initially recorded.
- (e) No Development Rights may be exercised unless approved pursuant to Section 17.5 of this Declaration.

Section 7.3 - Phasing of Development Rights. No assurances are made by the Declarant regarding the portions of the Property Subject to Development Rights where the Declarant will exercise its Development Rights or the order in which such portions, or all of the areas, will be developed. The exercise of Development Rights as to some portions will not obligate the Declarant to exercise them as to other portions.

Section 7.4 - Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Common Interest Community:

- (a) To complete Improvements indicated on Plats and Plans filed with the Declaration;
- (b) To exercise a Development Right reserved in this Declaration;
- (c) To maintain sales offices, management offices, signs advertising the Common Interest Community, and models;
- (d) To use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community; and
- (e) To appoint or remove an officer of the Association or an Executive Board member during a period of Declarant control subject to the provisions of Section 7.9 of this Declaration.

Section 7.5 - Models, Sales Offices and Management Offices. As long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model Unit or sales office or management office.

Section 7.6 - Construction; Declarant's Easement. The Declarant reserves the right to perform warranty work, and repairs and construction work, and to store materials on Units and the Common Elements, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of or exercising Special Declarant Rights, whether arising under the Act or reserved in the Declaration. Such easement includes the right to convey utility and drainage easements to public utilities, municipalities, the State, riparian owners or upland owners to fulfill the plan of development.

Section 7.7 - Signs and Marketing. The Declarant reserves the right to post signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Unit Owners.

Section 7.8 - Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove from the property, promptly after the sale of the last Unit, any and all goods and Improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 7.9 - Declarant Control of the Association.

(a) Subject to Subsection 7.9(b): There shall be a period of Declarant control of the Association, during which a Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Executive Board. The period of Declarant control terminates no later than the earlier of:

- (i) Sixty (60) days after conveyance of seventy-five percent (75%) of the Units that may be created to Unit Owners other than a Declarant;
- (ii) Two (2) years after all Declarants have ceased to offer Units for sale in the ordinary course of business;
- (iii) Two (2) years after any right to add new Units was last exercised; or
- (iv) Seven (7) years after the first Unit is conveyed to a Unit Owner other than a Declarant.



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

(b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units that may be created to Unit Owners other than a Declarant, and in any event no later than one (1) year after conveyance of the first Unit to a Unit Owner other than Declarant, at least one member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the units that may be created to unit owners other than a Declarant, not less than thirty-three-and-one-third percent (33-1/3%) of the members of the Executive Board must be elected by Unit Owners other than the Declarant.

(c) Not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least three members, at least a majority of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers take office upon election.

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

Section 7.10 - Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant until the earliest of the following events occur:

- (a) So long as the Declarant is obligated under any warranty or other obligation;
- (b) So long as the Declarant holds a Development Right to create additional Units or Common Elements;
- (c) So long as the Declarant owns any Unit;
- (d) So long as the Declarant holds any mortgage on any Units; or
- (e) For seven (7) years after this Declaration is recorded.

Earlier termination of certain rights may occur by statute.



Section 7.11 - Interference with Special Declarant Rights. Neither the Association nor any Unit Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

ARTICLE VIII

Allocated Interests

Section 8.1 - Allocation of Interests. The table showing Unit numbers and their Allocated Interests is attached as Schedule A-2. These interests have been allocated in accordance with the formulas set out in this Article VIII. These formulas are to be used in reallocating interests if Units are added to the Common Interest Community.

Section 8.2 - Formulas for the Allocation of Interests. The Interests allocated to each Unit have been calculated on the following formulas:

(a) Undivided Interest in the Common Elements. Each Unit in the Common Interest Community shall have an equal percentage of the undivided interest in the Common Elements.

(b) Liability for the Common Expenses. Each Unit in the Common Interest Community shall have an equal percentage of liability for Common Expenses. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article XVIII of this Declaration:

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

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

Section 8.4 - Allocation of Common Element and Development Expenses (CEDE).

(a) The Declarant has developed the project and conveyed significant Common Elements to the Association for the benefit and enhanced value of the Community of Whisperwood Square. In consideration for such development and conveyance, for a period of thirty (30) years from the recording date of the initial Declarant sale to Purchaser(s) for each Unit (the "Declarant Sale"), the Declarant shall receive payment for the Common Element and Development Expenses (the "CEDE"), as set forth below. The CEDE shall be paid by each Unit Owner and subsequent Unit Owners in the chain of ownership for each



Unit, until the expiration of the thirty (30) year period from the date of the Declarant sale for that Unit. Declarant-owned Units are exempt from payment of CEDE.

(b) Each Unit Owner's pro-rated share of the CEDE is Sixteen Dollars and Sixty-Seven Cents (\$16.67) per Unit per month for each calendar year following the recording of each Declarant Sale. The CEDE shall increase and not decrease, every year at the start of each calendar year in the amount of any increase in the Consumer Price Index ("CPI") over the base year for each Unit. The base year is 2009.

(c) The CEDE shall be a common expense of the Association collected on behalf of the Declarant by the Association as part of its annual assessment and budget process. Payment shall be made to the Declarant within forty-five (45) days of receipt by the Association. Should the Association for any reason fail to exist or fail in a good faith manner to collect and pay the CEDE, Declarant shall have and is assigned, all lien and other collection rights of the Association under this Declaration or by operation of law. Anything herein or within Alaska Statute 34.08 et seq. to the contrary notwithstanding, this section may not be altered, amended or repealed without the prior written consent of the Declarant. Further, the annual CEDE obligation herein created shall be a lien running with the land for the entire thirty (30) year period, commencing on the Declarant Sale date for each Unit.

ARTICLE IX

Restrictions on Use, Alienation and Occupancy

Section 9.1 - Use and Occupancy Restrictions. Subject to the Special Declarant Rights reserved under Article VII, the following use restrictions apply to all Units and to the Common Elements:

(a) Residential Use. Each Unit is restricted to residential use as a single-family residence including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign indicating commercial or professional uses may be displayed outside a Unit. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more permanent occupants than two per bedroom, pursuant to Anchorage Code of Ordinances, Chapter 15.10.020 Housing Maintenance and Occupancy code.

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

(c) Unit Maintenance. Each Unit Owner shall keep their Unit and the Limited Common Elements that they are responsible to maintain, in a good state of preservation and cleanliness.



(d) Nuisance. Activities which may become an annoyance or nuisance to the neighborhood are prohibited. Motor bikes, motorcycles and automobiles shall have operable mufflers. Off road use of snow machines, three wheelers or four wheelers, all terrain vehicles or motorcycles within the Community is expressly prohibited. Peaceful and quiet enjoyment hours are 10:00pm to 8:00am daily. During this quiet time, the volume level of televisions, stereos and/or musical equipment and noisy activities shall be significantly reduced. No lawn mowing is permitted during quiet hours.

(e) Improper Use. No improper, offensive or unlawful use may be made of the Units, and Unit Owners shall comply with and conform to applicable Federal and State of Alaska laws and regulations and all ordinances, rules and regulations of the Municipality of Anchorage. The violating Unit Owner shall hold the Association, the Declarant and other Unit Owners harmless from fines, penalties, costs and prosecutions for the violation thereof or non-compliance therewith.

(f) Signs. Except for Common Element monument, parking and street signage, no signs whatsoever shall be displayed to the public view except a sign of not more than five (5) square feet advertising the property for sale or rent, or a sign used by the Declarant to advertise the Property during the Unit sales or construction period.

(g) Garbage and Refuse Disposal.

(i) Unit Owners shall utilize the Community dumpsters located on the Property. Unit Owners shall transport their trash and garbage to the Community dumpsters in such manner as to ensure the Common Elements are clean and free of trash and litter.

(ii) No portion of the Property shall be used for the storage of building materials, refuse, or any other materials. No outside burning of trash or garbage is permitted.

(h) Parking and Vehicles and Storage.

(i) Limited common element parking spaces allocated to each Unit may be used as a parking space and, or garage entry for vehicles only, in accordance with the Rules. Unit Owner vehicles shall be properly licensed and in operating condition.

(ii) No vehicles or equipment shall obstruct the Common Element roadways in the Community. Vehicles parked illegally may be towed by the Association and/or Property Management Company.

(iii) No repair, restoration or disassembly of vehicles shall be permitted within a Limited Common Element or Common Element area, except for emergency repairs thereto and only to the extent necessary to enable movement thereof to a proper repair facility.



(iv) No junk vehicle shall be parked on the Property. A junk vehicle is a vehicle which is missing essential parts, such as, but not limited to, tires, wheels, engine, brakes, windows, lights and lenses, exhaust system, and such other parts that are necessary for the legal operation of a vehicle.

(v) Except during the period of Declarant construction, no commercial vans or business related vehicles (e.g., dump trucks), or heavy equipment such as bulldozers and graders may be kept on the Property. No part of the Property may be used for the storage of equipment, materials or merchandise used or to be sold in a business or trade.

(vi) No vehicle other than a vehicle operated by or for a disabled person may be parked in any space reserved for disabled persons.

(i) Natural Resource Operations. No oil, gas or natural resource drilling, development operations, refining, quarrying or mining operations whatsoever shall be permitted on the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on the Property

(j) Antennae and Satellite Dishes.

(i) The Declarant imposes the following restrictions relating to the installation of satellite dishes and antennae if compliance does not (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal to the Unit Owner.

(ii) Satellite Wiring. Satellite wiring installation shall be completed in a professional workmanlike manner by a licensed bonded and insured installer, approved by the Association. Wiring shall be installed in a neat, secure and inconspicuous manner so as to minimize exposed satellite wiring on the exterior of the Unit. No loose sagging wiring is permitted. Exposed satellite wiring shall be painted to match siding color of the dwelling.

(iii) Acceptable Locations. Subject to the requirements contained in 9.1(j)(i) above, satellite dishes and antennas shall be installed in the following locations.

(A) Common Element Roof. On the Common Element roof as may be permitted by the Executive Board, in its sole discretion. If roof installation is permitted by the Board, one satellite dish or antennae shall be placed behind the roof ridge-line a minimum of two (2) feet from the rear roof edge and shall not protrude beyond four feet (4') above the rear roof



line of the Unit. Installation of an antenna or satellite dish in or on the Common Elements, except upon the roof in accordance with the terms hereof, is strictly prohibited.

(B) Limited Common Elements. If a Unit Owner chooses to place a satellite dish on their Limited Common Elements as shown on the Plat and Plans attached as Schedule A-3, such installation shall be completed in a professional workmanlike manner by a licensed, bonded and insured installer approved by the Association. No satellite wiring or equipment shall protrude beyond Limited Common Element boundaries and on to the Common Elements.

(C) Unit. Location of antennas and satellite dishes within the Unit is unrestricted provided that no portion of the antenna or satellite dish extends beyond the boundaries of the Unit or its Limited Common Elements.

(iv) Safety and Non-interference. Installation shall comply with reasonable safety standards and may not interfere with cable, telephone or electrical systems of neighboring Units.

(v) Neutral Color. Satellite dish color shall be neutral tones of gray only. No commercial advertising on the satellite dish is permitted other than the brand name.

(vi) Maintenance. Unit Owners shall maintain, repair and replace their satellite dish or antenna. In the event that a satellite dish installed on the roof by the Unit Owner becomes deteriorated or unsightly or is inconsistent with conditions of installation it may be removed or repaired by the Association, at the Unit Owner's expense.

(vii) Removal and Damages. If a satellite dish, antenna and other related equipment is removed, any damage to the roof or Unit shall be repaired at the Unit Owner's expense. The Association may repair damages not repaired by the Unit Owner and assess the reasonable cost thereof against the Unit Owner.

(k) Mailboxes. Unit Owners shall use cluster mailboxes approved by the U.S. Postal Service and provided for the Community. Newspaper stands and receptacles are not permitted on the exterior of the cluster mailboxes or Units.

(l) Water and Sewer. Each Unit Owner has an undivided interest in the Common Element water and sewer lines. To preserve and minimize potential damage and deterioration to the sewer and water lines, Units Owners shall not pour grease, oils or cooking fat residues into sinks, garbage disposal units or other drains. No diapers, sanitary napkins, newspapers, solid rags or paper towels are to be disposed in toilets. No used oil, oil-based paints, solvents or other chemicals are to be disposed into the Community sewer



lines, storm drains or drainage ditches. No individual well, water system or sewage disposal system shall be installed on the Property.

(m) Pets. No animals, livestock, or poultry shall be kept on a Unit except that domestic dogs, cats, fish, and birds inside bird cages may be kept as household pets, provided they are not kept, bred, or raised for commercial purposes or in unreasonable quantities. Due to health, safety and infestation concerns, the following animals are prohibited as pets: reptiles, rodents, insects, rabbits, ferrets and pigs.

(i) Two (2) domestic pets, being either two (2) dogs or two (2) cats or one (1) dog and one (1) cat, of gentle disposition may be kept in a Unit.

(ii) Unit Owner's shall hold the Association harmless from all claims resulting from the actions of his or her pet. Pets demonstrating behaviors within the classifications defined in Anchorage Municipal Code ("AMC") 17.40.020(A), and not falling within any of the exceptions contained AMC 17.40.020(B) are not permitted on the Property.

(iii) Unit Owners shall keep their Units and Limited Common Element areas free and clear of pet feces and shall be responsible for removing their pet's animal feces from all areas of the Common Interest Community.

(iv) The provisions of the Municipal leash law (AMC 17.10.010) shall be observed and pets shall be leashed and kept under control at all times when outside a Unit. Pets shall be licensed, vaccinated and maintained in accordance with Municipal law.

(v) Pets causing or creating a nuisance or unreasonable disturbance or noise so as to interfere with the rights, comfort or convenience of other Unit Owners shall be permanently removed from the Property upon three (3) days' written Notice and Hearing from the Executive Board. Pets in the control of Unit Owners that are repeat offenders of the pet rules may be deemed a nuisance, and upon demand of the Board of Directors shall be permanently removed from the Community.

(n) Window Coverings. Unit Owners shall install only the following types of window coverings: (1) mini blinds, (2) shades (3) duettes, and (4) sheers. Window coverings shall be white, neutral or light in color when viewed from the street and must be installed on all windows and glass doors within three (3) months of closing or occupancy, whichever is sooner. No window shall be covered with garments, sheets, blankets, aluminum foil or similar materials.

(o) Holiday Lighting. Temporary decorative holiday lighting is permitted commencing the day after Thanksgiving and shall be removed no later than February 1st.



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

(q) Landscaping. Unit Owners are not permitted to alter Common Element landscaping without approval of the Board.

(r) Utility and Drainage Easements. The obstruction or re-channeling of drainage flows after the original location and installation of drainage swales, storm sewers, or storm drains is not permitted, except that the Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of a Unit without the Owner's consent. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat as shown on **Schedule A-3**.

(s) Water and Sewer. No individual well, water system, or septic system shall be allowed.

(t) Basketball and Baseball Equipment. Basketball hoops, backboards, baseball cages and recreation apparatus shall be portable and stored out of sight from the street and other adjoining Unit Owners during the winter season. No permanent basketball hoops, backboards, baseball cages or recreation apparatus may be attached to the Common Elements. No such temporary equipment is permitted to obstruct the Common Element roadways in the Community.

Section 9.2 - Restrictions on Alienation. A Unit may not be conveyed pursuant to a time-sharing plan.

ARTICLE X

Easements and Licenses

Easements or licenses to which the Common Interest Community is presently subject are recited in Schedule A-1 to this Declaration. In addition, the Common Interest Community may be



subject to other easements or licenses granted by the Declarant pursuant to its powers under Article VII of this Declaration.

ARTICLE XI

Allocation and Reallocation of Limited Common Elements.

No Limited Common Element depicted on the Plat or Plans may be reallocated by an amendment to this Declaration except pursuant to this Article XI or as part of a relocation of boundaries of Units pursuant to Article XIII of this Declaration.

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

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

ARTICLE XII

Additions, Alterations and Improvements

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

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

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

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

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

(iii) After acquiring an adjoining Unit or an adjoining part of an adjoining unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the



Common Interest Community. Removal of partitions or creation of apertures under this subsection is not an alteration of boundaries.

(c) A Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Subsection 12.1(a) or 12.1(b). The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute 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 shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, sub-contractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

(e) 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. All additions, alterations and improvements to the Units and the Common Elements shall be in compliance with the Site Plan attached as Schedule A-6.

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

Section 12.2 - Additions, Alterations and Improvements by Executive Board. Subject to the limitations of Sections 18.4 and 18.5 of this Declaration, the Executive Board may make any additions, alterations or Improvements to the Common Elements which, in its judgment, it deems necessary.

Section 12.3 - Landscaping Within Limited Common Elements. Unit Owners may make exterior Improvements within or as a part of their unfenced Limited Common Element yard areas, including planting of gardens, hedges, shrubs, walks, benches, and architectural conceits, provided such improvements do not obstruct the Association's ability to mow the yard grass areas. Such improvements must be permitted by the Executive Board or an architectural control committee established for such purpose, if any, following submission of complete plans and a review by the Executive Board as to consistency with Improvements originally constructed by the Declarant, and consistent with the style and character of the Common Interest Community. No approval will be awarded without Notice and Comment given to the Unit owners. It is the intent to provide for limited individualization of the appearance of the yards while retaining a style and character consistent with the Common Interest Community.



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

ARTICLE XIII

Relocation of Boundaries Between Adjoining Units

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

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

The applicants will pay for the costs of preparation of the amendment, Plat and Plans recording costs, and the reasonable consultant fees of the Association if it is deemed necessary to employ a consultant by the Executive Board.

ARTICLE XIV

Amendments to Declaration

Section 14.1 - General. Except in cases of amendments that may be executed by the Declarant in the exercise of its Development Rights or by the Association under Article XI of this Declaration and Section 34.08.740 of the Act, or by certain Unit Owners under Article XI and Section 13.1 of this Declaration and 34.08.260 of the Act, and except as limited by Section 14.4 and Article XVII of this Declaration, this declaration, including the Plat and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

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

Section 14.3 - Recordation of Amendments. Each amendment to the Declaration must be recorded and the amendment is effective only upon recording. An amendment, except an amendment pursuant to Article XIII 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 name of the parties executing the amendment.

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

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

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

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

Section 14.8 - Amendments to Create Units. To exercise any Development Right reserved under Section 7.1 of this Declarations, the Declarant shall prepare, execute and record an amendment to the Declaration. The Declarant shall also record either new Plats and Plans necessary to conform to the requirements of Subsections (a), (b) and (d) of Section 170 of the Act or new certifications of Schedule A-3 previously recorded if the Schedule otherwise conforms to the requirements of those Subsections.

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

ARTICLE XV

Amendments to Bylaws

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



ARTICLE XVI

Termination

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

ARTICLE XVII

Mortgagee Protection

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

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

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

- (a) Any condemnation loss or any casualty loss exceeding Ten Thousand Dollars (\$10,000) which affects a portion of the Common Interest Community or any Unit in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;
- (b) Any delinquency in the payment of Common Expense assessments owed by an Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 17.4; and
- (e) Any judgment rendered against the Association.



Section 17.4 - Consent Required.

(a) Document Changes. Notwithstanding any lower requirement permitted by this Declaration or the Act, no amendment of any material provision of the Documents by the Association or Unit Owners described in this Subsection 17.4(a) may be effective without the vote of at least sixty-seven percent (67%) of the Unit Owners (or any greater Unit Owner vote required in this Declaration or the Act) and until approved in writing by at least fifty-one percent (51%) of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration). The foregoing approval requirements do not apply to amendments effected by the exercise of any Development Right. Material includes, but is not limited to, any provision affecting:

- (i) Assessments, assessment liens or subordination of assessment liens;
- (ii) Voting rights;
- (iii) Reserves for maintenance, repair and replacement of Common Elements;
- (iv) Responsibility for maintenance and repairs;
- (v) Reallocation of interests in the Common Elements or Limited Common Elements, including any change in the pro rata interest or obligations of any Unit Owner for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees holding Security Interests in such Units must approve such action;
- (vi) Rights to use Common Elements and Limited Common Elements;
- (vii) Boundaries of Units except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding Security Interests in such Unit or Units must approve such action;
- (viii) Convertibility of Units into Common Elements or Common Elements into Units;
- (ix) Abandonment, partition, subdivision, expansion or contraction of the Common Interest Community, or the addition, annexation, partition, subdivision or withdrawal of property to or from the Common Interest Community;
- (x) Insurance or fidelity bonds, including the use of hazard insurance proceeds for losses to any property in the Common Interest Community for other than



the repair, replacement or reconstruction of such property except as provided by AS 34.08.440(h);

- (xi) Leasing of Units;
- (xii) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (xiii) Establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
- (xiv) Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than that specified in the Documents;
- (xv) Termination of the Common Interest Community for reasons other than the substantial destruction or condemnation, as to which a sixty-seven percent (67%) Eligible Mortgagee approval is required; and
- (xvi) The benefits of mortgage holders, insurers or guarantors.

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

- (i) Convey or encumber the Common Elements or any portion thereof (as to which an eighty percent (80%) Eligible Mortgagee approval is required). (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Common Interest Community will not be deemed a transfer within the meaning of this clause);
- (ii) The establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
- (iii) The restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Documents;
- (iv) The termination of the Common Interest Community for reasons other than substantial destruction or condemnation, as to which a sixty-seven percent (67%) Eligible Mortgagee approval is required;
- (v) The alteration of any partition or creation of any aperture between adjoining Units (when Unit boundaries are not otherwise being affected), in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;



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

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

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

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

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

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

Section 17.5 - Development Rights. No Development Rights may be exercised or voluntarily abandoned or terminated by the Declarant unless all persons holding Security Interests in the Development Rights consent to the exercise, abandonment, or termination.

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

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

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

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

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



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

Section 17.10 - Appointment of Trustee. In the event of damage or destruction under Article XXI or XXII or condemnation of all or a portion of the community, any Eligible Mortgagee may require that such proceeds be payable to a Trustee established pursuant to Section 1.30. Such Trustee may be required to be a corporate trustee licensed by the State of Alaska. Proceeds will thereafter be distributed pursuant to Article XXII or pursuant to a condemnation award. Unless otherwise required, the members of the Executive Board acting by majority vote through the president may act as Trustee.

ARTICLE XVIII

Assessment and Collection of Common Expenses

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

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

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

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

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

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

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

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

Section 18.3 - Lien.

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

(b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) a lien and encumbrances recorded before the recordation of the Declaration; (2) a first Security Interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments charges against the Unit. A lien under this Section is also prior to all Security Interests described in Subdivision (2) of this Subsection if the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section 18.4 of this Article which would have become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest described in Subdivision (2) of this Subsection. This Subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of a lien for other assessments made by the Association. A lien under this Section is not subject to the provision of AS 09.38.010.

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

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

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

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

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

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



(i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 18.5 of this Declaration.

(j) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 18.4(b). Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

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

Section 18.4 - 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 14 nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Unit Owners continues until the Unit Owners ratify a budget proposed by the Executive Board.

Section 18.5 - Ratification of Non-budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 18.2 of this Declaration, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Executive Board shall submit such Common Expense to the Unit Owners for ratification in the same manner as a budget under Section 18.4.

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

Section 18.7 - Monthly Payment of Common Expenses. Common Expenses assessed under Sections 18.2 and 18.2 shall be due and payable on the first of each month.

Section 18.8 - Acceleration of Common Expense Assessments. In the event of default for a period of thirty (30) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.



Section 18.9 - Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first day of the month following the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

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

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

Section 18.12 - Capitalization of the Association. Declarant will establish a working capital fund in an amount at least equal to two (2) months' installments of the Annual Assessment for each Unit in the Project. Upon the first conveyance of record title to a Unit from Declarant, the Owner shall contribute to the working capital of the Association an amount equal to two (2) months' installments of the Annual Assessment at the rate in effect at the time of the sale, and upon the sale of each Unit from the Declarant to an Owner, Declarant will receive a refund of the contribution to the working capital fund made by Declarant for such Unit. The Association shall maintain the working capital funds in segregated accounts to meet unforeseen expenditures. Such payments to this fund shall not be considered advance payments of Annual Assessments and except for refunds to Declarant, shall not be refundable. Declarant may not use any working capital funds to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits.

ARTICLE XIX

Right to Assign Future Income

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

ARTICLE XX

Persons and Units Subject to Documents

Section 20.1 - Compliance with Documents. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions recorded in the records of the



Anchorage Recording District of the Third Judicial District are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

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

ARTICLE XXI

Insurance

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

Section 21.2 - Property Insurance.

(a) Property insurance covering:

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

(ii) All personal property owned by the Association.

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

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

The maximum deductible for insurance policies shall be the lesser of Ten Thousand Dollars (\$10,000) or one percent (1%) of the policy face amount.



The difference between the policy deductible and Two Hundred Fifty Dollars (\$250) shall be paid by the Association as a common expense. Of the deductible portion Two Hundred Fifty Dollars (\$250) as per unit owner affected, shall be paid by each of the Unit Owner(s) suffering the loss.

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

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

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

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

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

(iv) Loss must be adjusted with the Association.

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

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

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

"Whisperwood Square Owners Association, Inc. for the use and benefit of the individual Owners."

Section 21.3 - Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than One Million Dollars (\$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 thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known addresses.

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

Section 21.5 - Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

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

Section 21.7 - Directors' and Officers' Liability Insurance. The Executive Board shall 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 21.8 - Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 21.9 - Premiums. Insurance premiums shall be a Common Expense.

ARTICLE XXII

Damage to or Destruction of Property

Section 22.1 - Duty to Restore. A portion of the Common Interest Community for which insurance is required under Section 34.08.440 of the Act or for which insurance carried by the Association is in effect, whichever is more extensive, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (a) The Common Interest Community is terminated;
- (b) Repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety; or
- (c) Eighty percent (80%) of the Unit Owners, including each owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

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

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

Section 22.4 - Replacement of Less Than Entire Property.

- (a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community;
- (b) Except to the extent that other persons will be distributees,
 - (i) the insurance proceeds attributable to a Unit and Limited Common Elements that is not rebuilt must be distributed to the owner of the Unit and the owner of the Unit to which the Limited Common Elements were allocated, or to lien holders, as their interests may appear; and



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

(c) If the Unit Owners vote not to rebuild a Unit, the Allocated Interests of the Unit are reallocated upon the vote as if the Unit had been condemned under Subsection 34.08.740(a) of the Act, and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

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

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

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

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

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

ARTICLE XXIII

Rights to Notice and Comment; Notice and Hearing

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



Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 23.2 - Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

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

ARTICLE XXIV

Executive Board

Section 24.1 - Minutes of Executive Board Meetings. The Executive Board shall permit any Unit Owner to inspect the minutes of Executive Board meetings during normal business hours. The minutes shall be available for inspection within fifteen (15) days after any such meeting.

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

- (a) Adopt and amend Bylaws, Rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents, other than managing agents, and independent contractors;



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

(g) Make contracts and incur liabilities;

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

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

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

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

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

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

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

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

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

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

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



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

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

Section 24.3 - Executive Board Limitations. The Executive Board may not 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.

ARTICLE XXV

Open Meetings

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

Section 25.2 - Meetings and Notice of Meetings. Regular meetings may be set by a schedule appointed by resolution of the Executive Board and no further notice will be required. Special meetings of the Executive Board may be called by the President or by a majority of the Directors on at least three (3) business days' notice to each member. The notice will be hand-delivered or mailed and will state the time, place and purpose of the meeting.

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

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

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



ARTICLE XXVI

Condemnation

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

ARTICLE XXVII

Miscellaneous

Section 27.1 - 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 27.2 - 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 27.3 - 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 27.4 - 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 27.5 - Conflict. The Documents are intended to comply with the requirements of the Act and Title 10, Chapter 20 of the Alaska Statutes (Non Profit Corporation Law). In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

Section 27.6 - Rights of Action. The Association and any aggrieved Unit Owner shall have a right of action against Unit Owners for failure to comply with the provisions of the Documents, or with decisions of the Association which are made pursuant to the Documents. Unit Owners shall also have such rights of action against the Association.

[INTENTIONALLY LEFT BLANK]



In Witness Whereof, the Declarant has caused this Declaration to be executed this 5th day of February, 2009.

Signed, Sealed and Delivered
in the Presence of:

HULTQUIST HOMES, INC.

By: David Hultquist
David Hultquist
Its: President

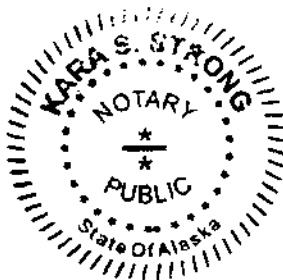
STATE OF ALASKA)

THIRD JUDICIAL DISTRICT)

ss.

THIS IS TO CERTIFY that on this 5th day of February, 2009, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **DAVID HULTQUIST**, to me known and known to me to be the **PRESIDENT OF HULTQUIST HOMES, INC.**, acknowledged to me that he signed this document.

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



Kara S. Strong
Notary Public in and for Alaska
My Commission Expires: 3-18-10

Place Notary Seal Above this line and do not encroach
into 1" margin



APPROVAL OF LENDER

The undersigned, beneficiary under Deed of Trust recorded on the 24th day of November, 2008 under Serial Number 2008-064845-0, in the Anchorage Recording District, Third Judicial District, State of Alaska, approves the foregoing Declaration of Whisperwood Square, and the undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under said Deed of Trust shall not render void or otherwise impair the validity of the Declaration and the covenants running with the land described in the Declaration.

DATED this 6th day of February, 2009.

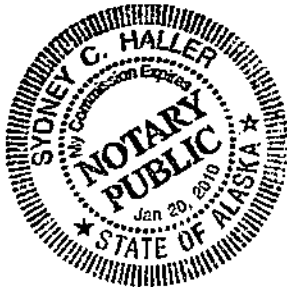
FIRST NATIONAL BANK ALASKA

By: [Signature]
Stacy Tomuro
Its: Vice President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 6th day of February, 2009, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **STACY TOMURO**, to me known and known to me to be the **VICE PRESIDENT OF FIRST NATIONAL BANK ALASKA**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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



[Signature]
Notary Public in and for Alaska
My Commission Expires: 1/20/2010

Place Notary Seal Above this line and do not encroach
into 1" margin

DECLARATION OF WHISPERWOOD SQUARE
H4091\10\DEC5

Page 42



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2009-007721-0

DESCRIPTION OF COMMON INTEREST COMMUNITY

(Declaration Schedule A-1)



SCHEDULE A-1

DESCRIPTION OF COMMON INTEREST COMMUNITY

PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS

That portion of Lot 4, Block 2, WHISPERWOOD SUBDIVISION – PHASE 1, according to the official plat thereof, filed under Plat No. 2004-122 records of the Anchorage Recording District, State of Alaska, shown on the Plat as “Property Not Subject to Development Rights.”

PROPERTY SUBJECT TO DEVELOPMENT RIGHTS

That portion of Lot 4, Block 2, WHISPERWOOD SUBDIVISION – PHASE 1, according to the official plat thereof, filed under Plat No. 2004-122 records of the Anchorage Recording District, State of Alaska, shown on the Plat as “Development Rights Reserved.”

ENCUMBRANCES AFFECTING THE COMMON INTEREST COMMUNITY

1. Reservations and exceptions as contained in the U.S. Patent.
2. Taxes and assessments, if any, due the Municipality of Anchorage.
3. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 2nd day of August 1952 in Book 78, Page 56 (Blanket Easement).
4. Right of Way Easement, including terms and provisions thereof, granted to CITY OF ANCHORAGE., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 17th day of June, 1971 in Miscellaneous Book 203, Page 167 (Blanket Easement).



5. Notice of Zoning Action, including the terms and provisions thereof, recorded on the 12th day of January, 1002 in Book 3752, Page 265.
6. Reservation of all oil, gas and mineral rights together with the right to remove same below a distance of 250 feet below the surface without damaging or disturbing the surface or surface improvements as reserved in an instrument recorded on the 3rd day of December 2003, Instrument No. 2008-125834-0.
7. Sanitary Sewer Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded on the 24th day of February, 2004, under Instrument No. 2004-011706-0 and amended by instrument recorded on the 23rd day of May, 2005 under Instrument No. 2005-033821-0.
8. Water Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded on the 24th day of February, 2004, under Instrument No. 2004-011707-0 and amended by instrument recorded on the 23rd day of May, 2005 under Instrument No. 2005-033820-0.
9. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 2nd day of August 2004 under Instrument No. 2004-056939-0 (Affects the West 10 feet of said lot and other property).
10. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 4th day of November, 2004 under Instrument No. 2004-083707-0 (Affects the Southerly 10 feet of said lot and other property).
11. Easement for natural gas pipelines and appurtenances thereto granted to ENSTAR Natural Gas Company, recorded November 29, 2004, Instrument No. 2004-088557-0. (Affects: the South 5 feet of said Lot and other property)



SCHEDULE A-2

TABLE OF INTERESTS

Building No. and Unit No. <u>Building</u> <u>No. 1</u>	Street Address	Percentage Share of Common Elements	Percentage Share of Common Elements	Vote in the Affairs of the Assoc.	Limited Common Element Parking Space (P) Yard (Y) and Deck (D)
3	194 Matthew Paul Way	25.000%	25.000%	1	P-3A & P-3B/Y-3/D-3
4	192 Matthew Paul Way	25.000%	25.000%	1	P-4/Y-4/D-4
5	190 Matthew Paul Way	25.000%	25.000%	1	P-5A & P-5B/Y-5/D-5
6	188 Matthew Paul Way	25.000%	25.000%	1	P-6/Y-6/D-6
TOTALS		100.00%	100.00%	4	



PLAT AND PLANS

(Declaration Schedule A-3)

2009-12

2009-007720-0

UNITS 3 THROUGH 6

WHISPERWOOD SQUARE

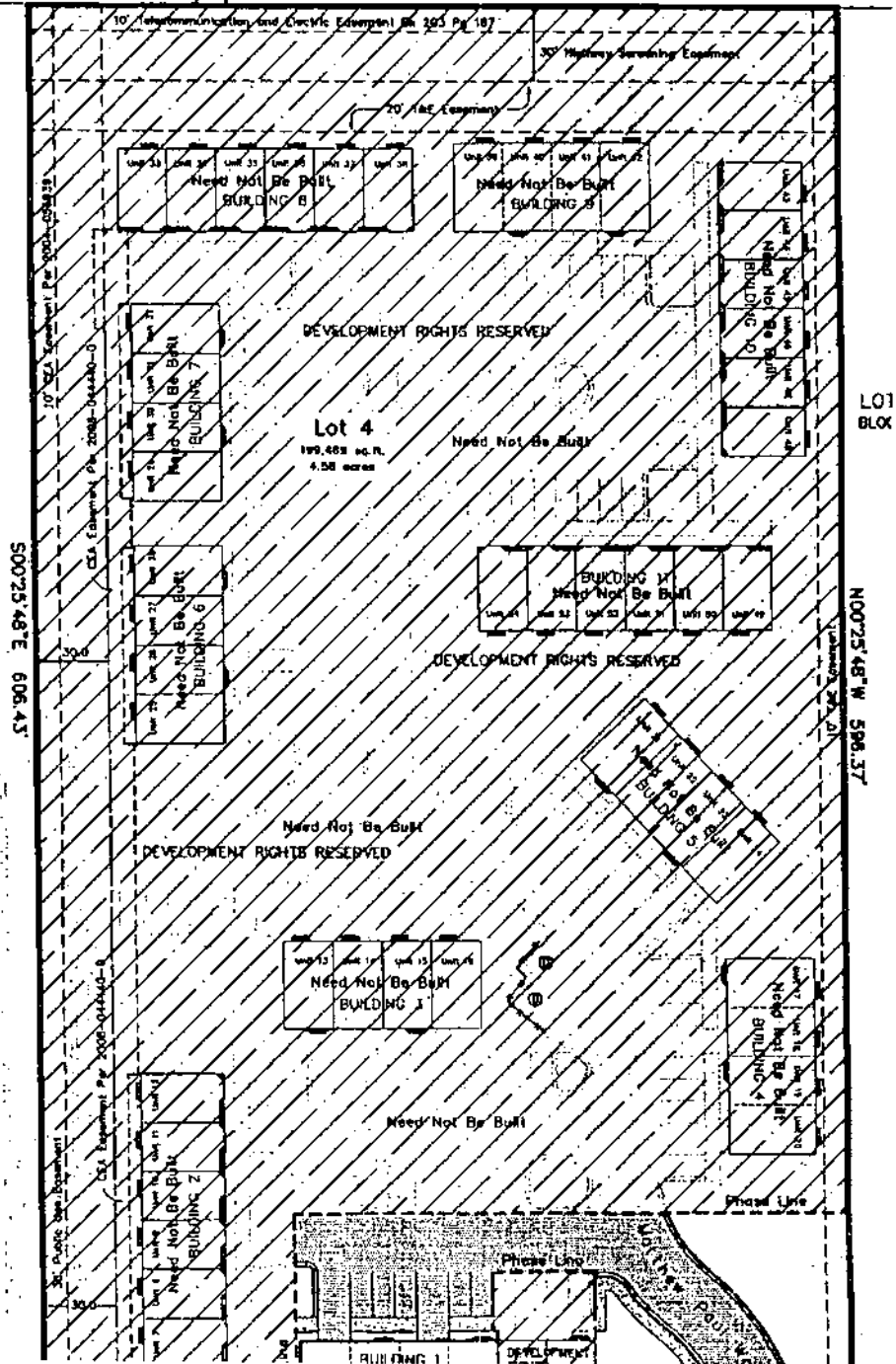


Glenn Highway Corridor

Centerline Frontage Road (Boundary Avenue)

Section Line

S89°48'40"W 330.00'



Unsubdivided

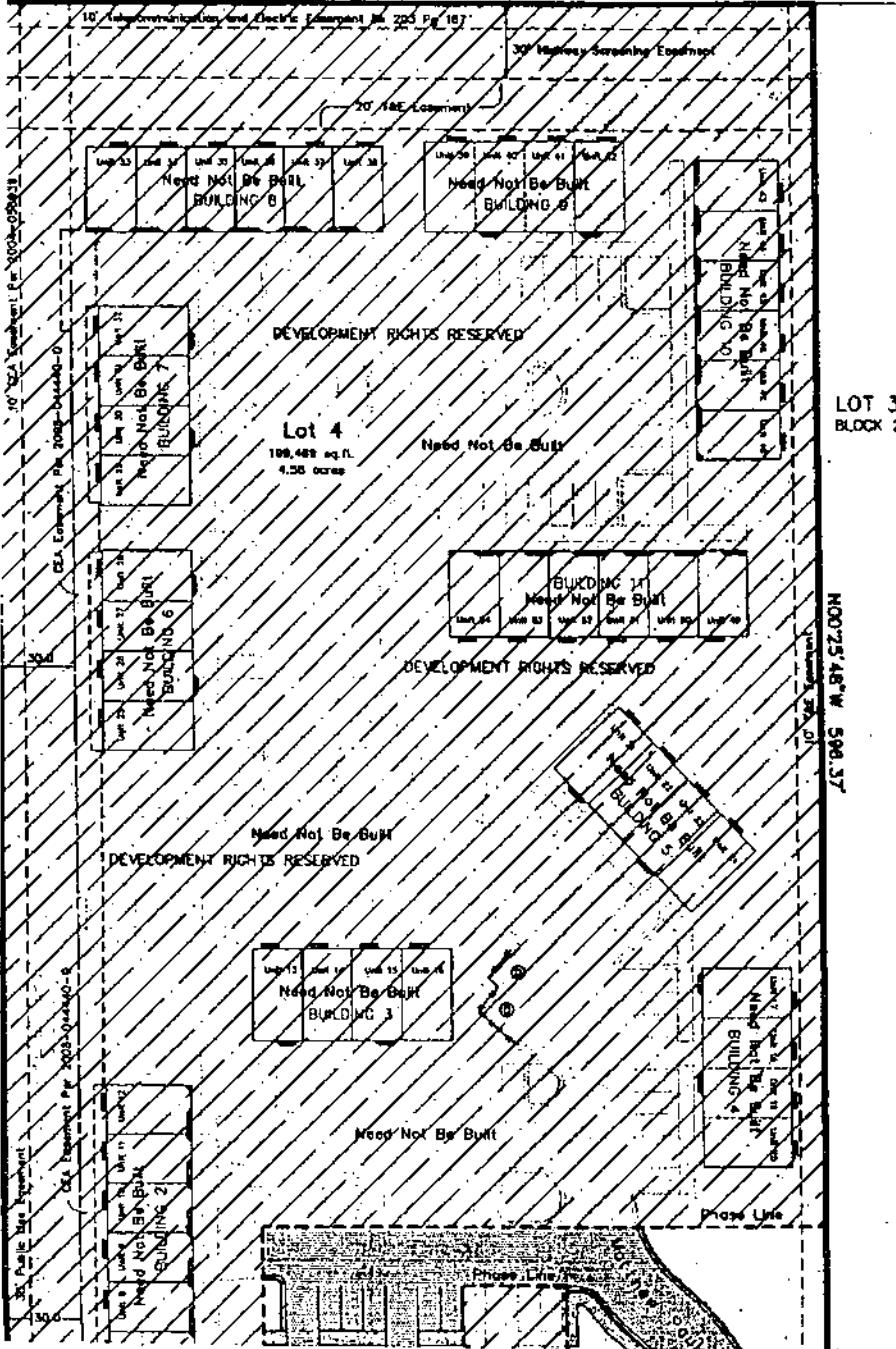


Glenn Highway Corridor

Centerline Frontage Road (Boundary Avenue)

Section Line

S89°48'40"W 330.00'



55 of 70

2009-007721-0

ETION

UNIFORM COMMON INTEREST OWNERSHIP ACT PROVIDES THAT A MAP MAY NOT BE RECORDED AND A PLAT OR PLAN THAT IS ON FOR A CONDOMINIUM MAY NOT BE FILED UNLESS A IS RECORDED WITH THE DECLARATION AS EVIDENCE THAT THE AND MECHANICAL SYSTEMS OF EACH BUILDING CONTAINING OR THE CONDOMINIUM ARE COMPLETED SUBSTANTIALLY IN AND PLANS.

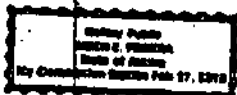
THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS ALL IN ACCORDANCE WITH THE PLANS.

2-5-09

MENT

BEFORE ME THIS 5TH DAY OF February 2009.

NOTARY PUBLIC



ATE

THE COMMON INTEREST OWNERSHIP ACT REQUIRES THAT A FOR STATES THAT PLAT AND PLAN CONTAINS THE INFORMATION 34.08.170.

IT THIS PLAT AND PLANS ARE A TRUE AND CORRECT LAYOUT Y SURVEYED TO DEPICT AN AS-BUILT SURVEY AND THAT THE ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THE PLAT WITH THE VERTICAL AND HORIZONTAL BOUNDARIES AND THE PLANS ARE REPRODUCED DIRECTLY FROM ACTUAL AND ACCORDINGLY ARE NOT INCLUDED IN THIS CERTIFICATION.

2-5-09



HEREBY CERTIFY THAT IT IS THE OWNER OF LOT 4, BLOCK 2, PHASE 1 (PLAT 2004-122), LOCATED WITHIN THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, ANCHORAGE RECORDING DISTRICT.

DECLARANT UNDER THAT CERTAIN DECLARATION OF WHISPERWOOD RE DAY OF 2009, AT SERIAL RECORDING NO. E ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, DECLARANT'S PURSUANT TO SECTION 34.08.190 OF THE ALASKA RPT ACT DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT

WHISPERWOOD SQUARE PHASE 1 A COMMON INTEREST COMMUNITY

NOTES:

- 1) ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND DECIMAL PORTIONS OF FEET.
- 2) ALL BUILDING TIES ARE AT 90° TO THE PROPERTY LINES UNLESS OTHERWISE NOTED.
- 3) ELEVATION DATUM FOR THE BUILDINGS IS GREATER ANCHORAGE AREA BOROUGHS POST QUAKE, U.S. GEODETIC SURVEY, MEAN SEA LEVEL OF 1972.
- 4) EACH UNIT IS DESIGNATED BY A NUMBER INDICATING THE DESIGNATION OF THE UNIT WITHIN THE PROJECT (i.e. UNIT 2).
- 5) THIS PROJECT IS LOCATED ON LOTS 4, BLOCK 2, WHISPERWOOD SUBDIVISION PHASE 1, LOCATED WITHIN THE NW 1/4, ME 1/4, SEC. 14, T13N, R3W, S4 ALASKA, ANCHORAGE RECORDING DISTRICT, PLAT 2004-122.
- 6) THE CONDOMINIUM DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE "COMMON INTEREST OWNERSHIP ACT", ALASKA STATUTE 34.08.
- 7) AREAS OUTSIDE OF UNIT BOUNDARIES AND LIMITED COMMON ELEMENTS, AS SPECIFIED IN THE DECLARATION, ARE COMMON ELEMENTS.
- 8) CERTAIN IMPROVEMENTS WHICH MAY BE BUILT BY DECLARANT AS PART OF ITS SPECIAL DECLARANT RIGHTS, IN ADDITION TO BUILDINGS AND IMPROVEMENTS SHOWN, MAY INCLUDE ROADS, PAVEMENT AND CURBS, STREET LIGHTING, RETAINING WALLS, DRAINAGE SYSTEMS, GRADING, LANDSCAPING, PLANTS, SHRUBS AND TREES, FENCES, SIGNS, PILES, DUCTS, CABLES, UTILITY RAYS, INFRASTRUCTURE, AND ACCESSORY OR RELATED STRUCTURES AND FIXTURES AND IMPROVEMENTS WHICH ARE REQUIRED BY APPROPRIATE GOVERNMENTAL AUTHORITIES, OR UTILITY COMPANIES, OR WHICH WILL ENHANCE THE COMMUNITY IN THE DISCRETION OF THE DECLARANT. THE IMPROVEMENTS "MAY NOT BE BUILT" IN ANY PARTICULAR ORDER OR AT ANY PARTICULAR LOCATION IN THE PROPERTY AND WILL HAVE DIMENSIONS CONSISTENT WITH THEIR PURPOSES. PLEASE REFER TO ARTICLE VI OF THE DECLARATION OF LIMITATIONS AND RESERVATIONS FOR THESE RIGHTS.
- 9) UNIT BOUNDARIES SHOWN ON THIS SHEET ARE ACTUAL UNIT BOUNDARIES PER DEFINITION OF UNIT IN ARTICLE IV OF THE DECLARATION.
- 10) DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
- 11) AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 21,888 S.F.
- 12) DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e. 4'-0.00').
- 13) FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED ON THE 7TH DAY OF 2009, AT SERIAL RECORDING NO. 2009-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
- 14) IMPROVEMENTS WITHIN AREAS DESIGNATED AS PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS MUST BE BUILT SUBJECT TO SPECIAL DECLARANT RIGHTS RESERVED IN ARTICLE VI OF THE DECLARATION.
- 15) EACH UNIT HAS LIMITED COMMON ELEMENT PARKING SPACE (i.e. P-SA, P-SB, etc.).
- 16) EACH UNIT HAS A LIMITED COMMON ELEMENT YARD (i.e. Y-S).

BENEFICIARY:

Stanley K. Tompkins, V.P.
FIRST NATIONAL BANK ALASKA AUTHORIZED SIGNER/POSITION

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 5TH DAY OF Feb. 2009.

FOR: *Stanley K. Tompkins, Vice President,*
First National Bank Alaska

Jan. 20, 2010

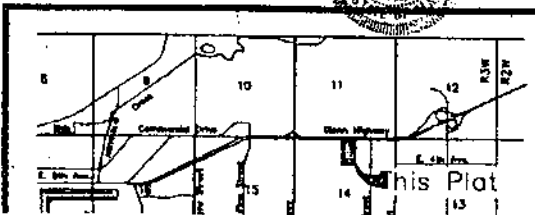
MY COMMISSION EXPIRES

Sophy C. Haller

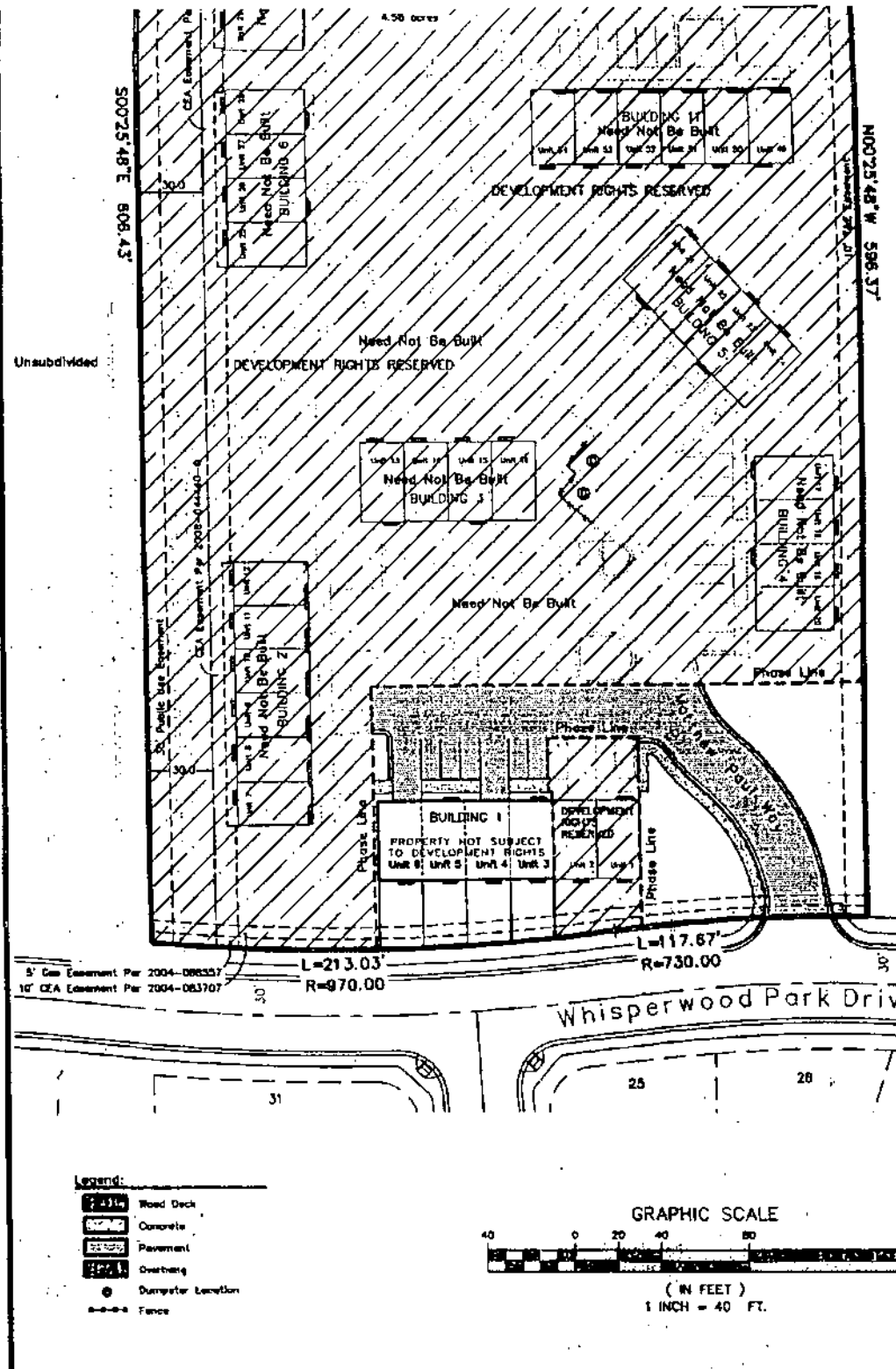
NOTARY PUBLIC

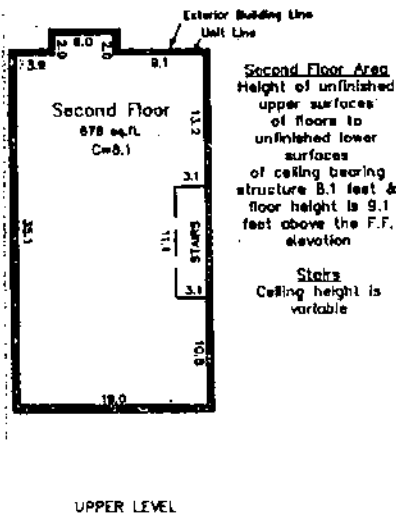
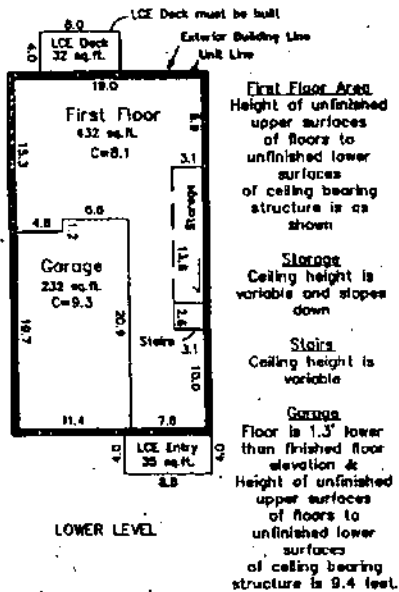


Sheet 1 of 2



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2009-007721-0





Units 2, 4, 6

Unit Legend:

C=	Ceiling height
→	Ceiling slope
---	Ceiling slope line
LCE	Limited Common Element

MY COMMISSION EXPIRES

SURVEYOR'S CERTIFICATE

SECTION 34.08.170 OF THE CERTIFICATION BY MADE WHICH AS SET FORTH IN SECTION 34.0

I DO HEREBY CERTIFY THAT IS OF THE UNITS ACCURATELY SO INFORMATION REQUIRED BY ALL AND PLANS FILED HEREWITH DIMENSIONS DEPICTED ON IS CONSTRUCTION DRAWINGS AND .

Anthony P. Hottel
ANTHONY P. HOTTEL, PLS
LANTECH INC.
440 WEST DENSON #200
ANCHORAGE, ALASKA 99503

OWNER'S CERTIFICATE

THE UNDERSIGNED, DOES HEREBY WHISPERWOOD SUBDIVISION PHA: 1/4 OF THE NORTHEAST 1/4, SEWARD MERIDIAN, ALASKA, AND

THE UNDERSIGNED AS DECLARA SQUARE, RECORDED ON THE 2009- -S IN THE AN STATE OF ALASKA. I DECLARA COMMON INTEREST OWNERSHIP A THE CREATION OF THE UNITS AN

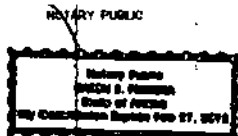
David D.
OWNER DAVID D. MULTOUST
MULTOUST HOMES INC.
380 EAST 100TH AVENUE
ANCHORAGE, AK. 99513

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEI
FOR: DAVID D. MULTOUST

3-18-10
MY COMMISSION EXPIRES





TE

THE COMMON INTEREST OWNERSHIP ACT REQUIRES THAT A
NOTARIES STATE THAT PLAT AND PLAN CONTAINS THE INFORMATION
34.06.170.

THIS PLAT AND PLANS ARE A TRUE AND CORRECT LAYOUT
SURVEYED TO DEPICT AN AS-BUILT SURVEY AND THAT THE
ALASKA STATUTE 34.06.170 IS PROVIDED FOR ON THE PLAT
WITH THE VERTICAL AND HORIZONTAL BOUNDARIES AND
THE PLANS ARE REPRODUCED DIRECTLY FROM ACTUAL
AND ACCORDINGLY ARE NOT INCLUDED IN THIS CERTIFICATION.

2-509



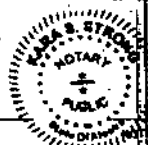
EVERY CERTIFY THAT I AM THE OWNER OF LOT 4, BLOCK 2,
PHASE 1 (PLAT 2004-122), LOCATED WITHIN THE NORTHWEST
1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST,
ANCHORAGE RECORDING DISTRICT.

AS A PART OF THAT CERTAIN DECLARATION OF WHISPERWOOD
E DAY OF 2009, AT SERIAL RECORDING NO.
E ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT,
ANCHORAGE, ALASKA, PURSUANT TO SECTION 34.06.170 OF THE ALASKA
HP ACT DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT
ITS AND COMMON ELEMENTS AS SHOWN HEREIN.

D. Hall

MENT

BEFORE ME THIS 5th DAY OF February 2009.



Kara S. Strong

NOTARY PUBLIC

IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA
14) IMPROVEMENTS WITHIN AREAS DESIGNATED AS PROPERTY NOT SUBJECT TO
DEVELOPMENT RIGHTS MUST BE FULLY SUBJECT TO SPECIAL DECLARANT RIGHTS
RESERVED IN ARTICLE VI OF THE DECLARATION.
15) EACH UNIT HAS LIMITED COMMON ELEMENT PARKING SPACE (L.C. P-5A, P-5B etc).
16) EACH UNIT HAS A LIMITED COMMON ELEMENT YARD (L.C. Y-5).

BENEFICIARY:

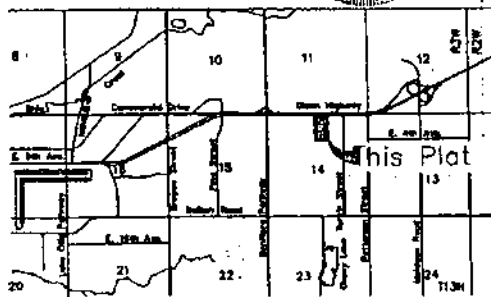
Stanley K. Tampo, V.P.
FIRST NATIONAL BANK ALASKA AUTHORIZED SIGNER/POSTER

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 5th DAY OF Feb. 2009.
FOR: Stanley K. Tampo, Vice President,
First National Bank Alaska
Jan. 20, 2010
MY COMMISSION EXPIRES NOTARY PUBLIC



Sheet 1 of 2



Vicinity Map Scale: 1" = 1 Mile

A CONDOMINIUM PLAT OF:

Whisperwood Square Condominiums

PHASE 1

UNITS 3-6

Located on:

Lot 4, Block 2, Whisperwood Subdivision Phase 1 (Plat Number
2004-122), Located Within the Northwest Quarter (NW1/4) of the
Northeast Quarter (NE1/4) of Section 14, Township 13 North,
Range 3 West, Seward Meridian, Anchorage Recording District,
Alaska.

Lantech

LAND & CONSTRUCTION SURVEYORS • AUTOCAD
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
582-5284 (FAX 581-6626) email: m@lantech.com

Grid: SW1239 Scale: 1"=40' Date: Jan. 20, 2009
Work Order: 2007M03 Drawn By: CB Check By: TH



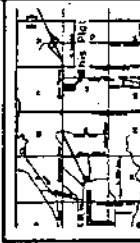
61 of 70
2009-007721-0

WHISPERWOOD SQUARE
PHASE I
A COMMON INTEREST COMMUNITY

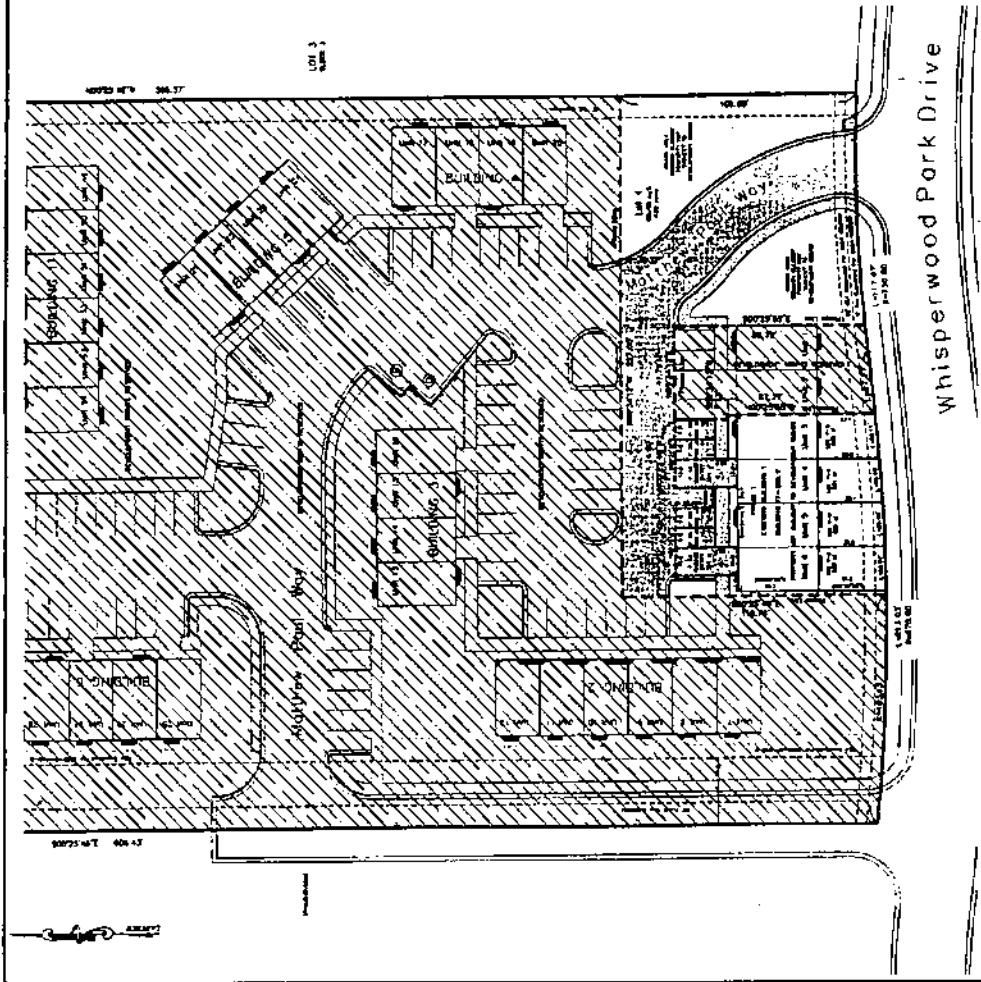
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Sheet 2 of 2



A. CONSUMERS #1, 11 OF
W. Hyperwood Square Condominiums
PHASE 1
UNITS 3-6



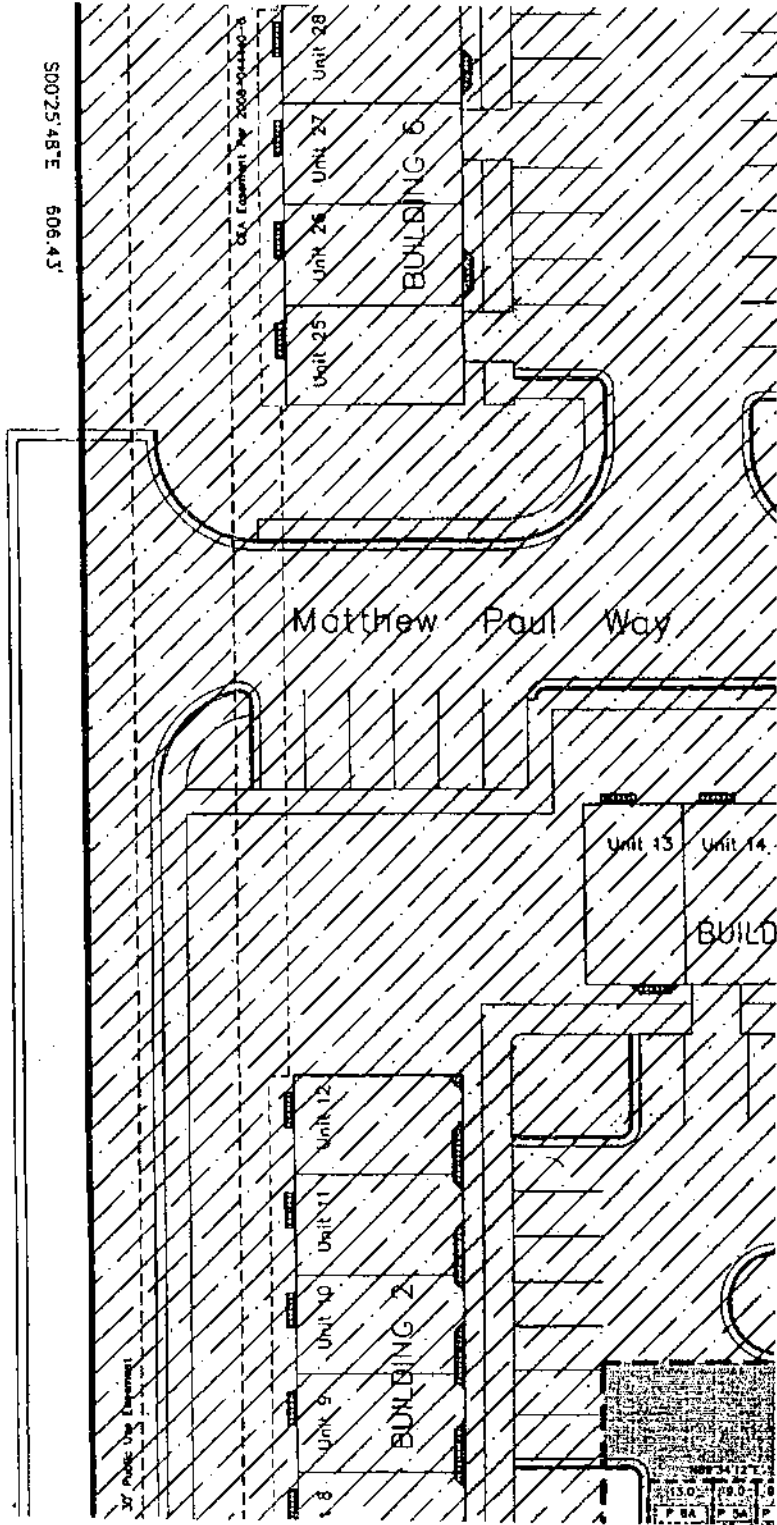
Whisperwood Park Drive





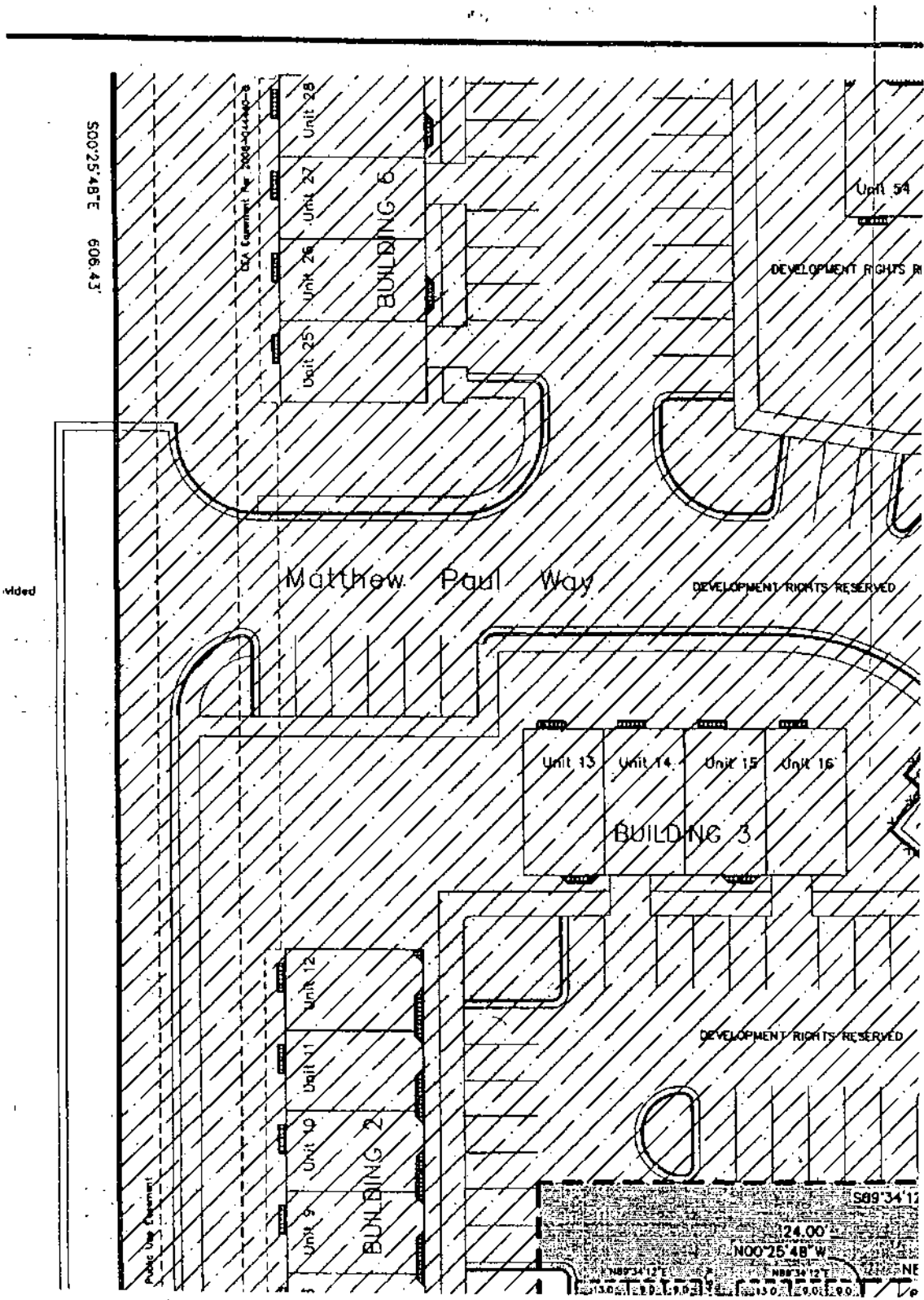
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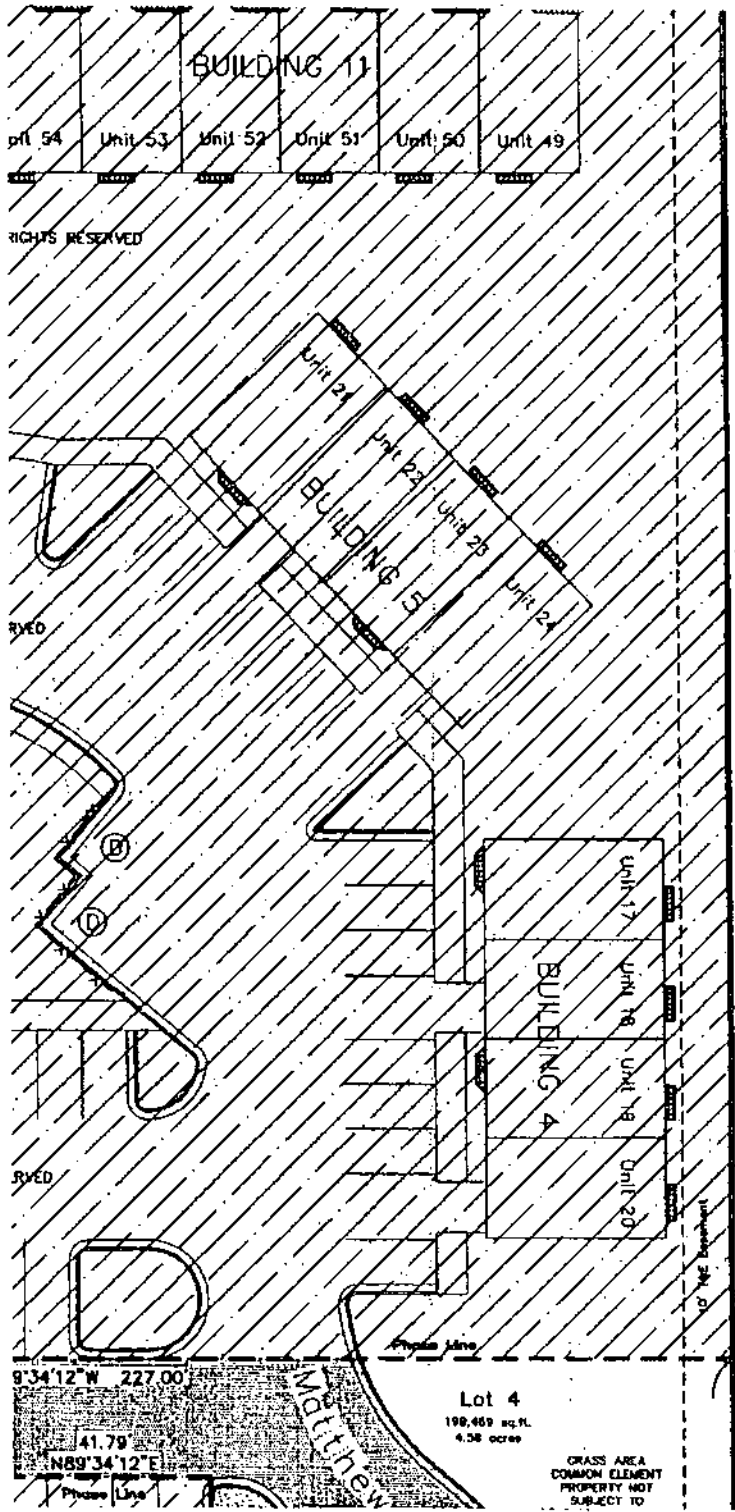
S002548'E 606.43'



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2009-007721-0





LOT 3
BLOCK 2



WHISPERWOOD SQUARE PHASE I

A COMMON INTEREST COMMUNITY

Unit Numbers	Finished Floor Elevations	Addresses	Total LCE Area *
UNIT 3	206.9'	194 Matthew Paul Way	980 s.f.
UNIT 4	206.9'	192 Matthew Paul Way	1022 s.f.
UNIT 5	206.9'	190 Matthew Paul Way	1033 s.f.
UNIT 8	206.9'	186 Matthew Paul Way	1058 s.f.

* TOTAL LCE AREA INCLUDES LCE DRIVEWAY, LCE YARD, LCE ENTRANCE AND LCE DECK OF THE UNIT.

GRAPHIC SCALE

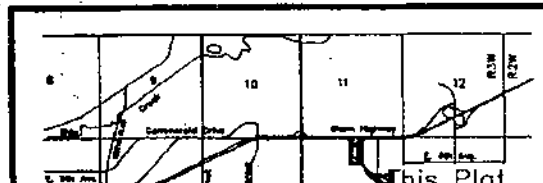


(IN FEET)
1 INCH = 20 FT.

Sheet 2 of 2

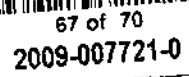
Legend:

Wood Deck

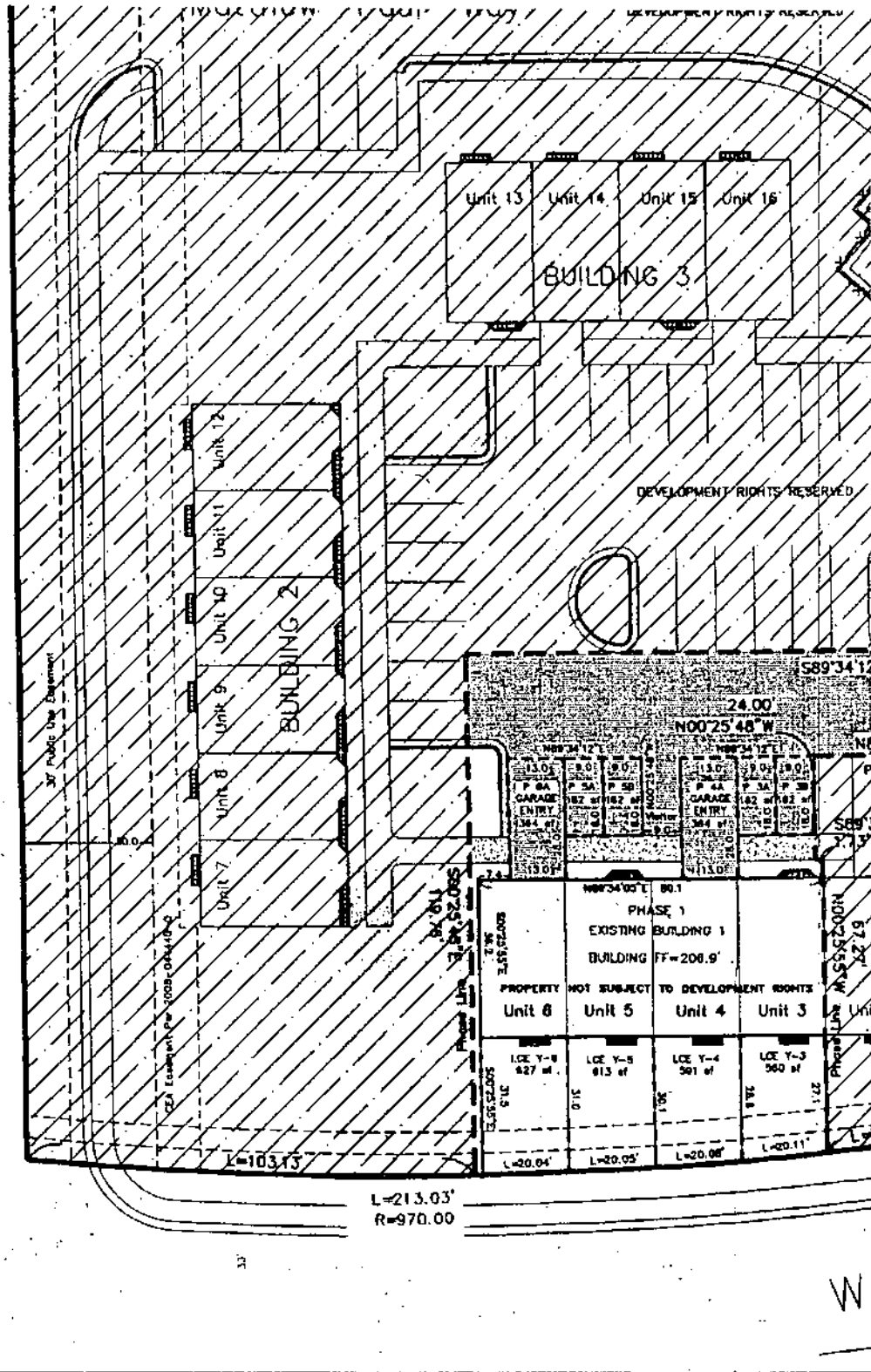


66 of 70

2009-007721-0



Traded



LOT 3
BLOCK 2

Unit 17 Unit 18 Unit 19 Unit 20
BUILDING 4

Unit 1 Unit 2

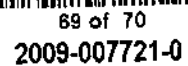
Matthew Paul Way

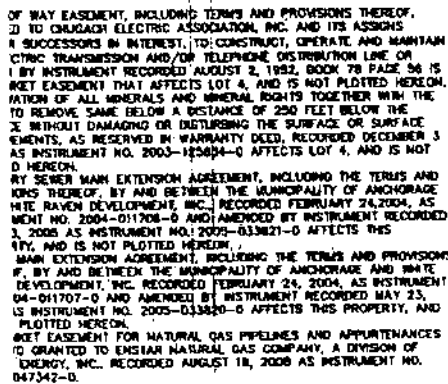
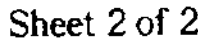
Grass Area
Common Element
Property Not
Subject to
Development Rights

Grass Area
Common Element
Property Not
Subject to
Development Rights

Whisperwood Park Drive

1. RIGHT OF WAY EASE GRANTED TO CHUK AND/OR SUCCESSORS AN ELECTRIC TRAN SYSTEM BY INSTRUMENT BLANKET EASEMENT
2. RESERVATION OF A RIGHT TO REMOVE SURFACE, WITHOUT IMPROVEMENTS, AS 2003, AS INSTRUMENT PLOTTED HEREON.
3. EASEMENT SET FORTH IN PROVISIONS THEREIN AND WHITE RAVEN INSTRUMENT NO. 2 MAY 23, 2003 AS PROPERTY, AND IS
4. WATER MAIN EXIST THEREOF, BY AND RAVEN DEVELOPED NO. 2004-11707-2005 AS INSTRUMENT IS PLOTTED HEREON.
5. A BLANKET EASEMENT TO BE GRANTED SEMCO ENERGY, IN 2008-047342-0.





A CONDOMINIUM FLAT OF:

Whisperwood Square Condominiums

PHASE 1
UNITS 3-6

Located on:

Lot 4, Block 2, Whisperwood Subdivision Phase 1 (Plat Number 2004-122), Located Within the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 14, Township 13 North, Range 3 West, Seward Meridian, Anchorage Recording District, Alaska.

Lantech

**LAND & CONSTRUCTION SURVEYORS*AUTOCAD
440 W BEHNSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
563-5281 (FAX 561-0826)**

Gold: \$W123D

Scale: 1 = 20

Printed: Jan. 20, 2000

Work Order: 200740

Drawn By C

Check. By: TH



70 of 70

2009-007721-0

cc

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K
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2009-021323-0

Recording Dist: 301 - Anchorage

4/3/2009 9:58 AM Pages: 1 of 31



AMENDMENT NO. 1 TO DECLARATION

OF

WHISPERWOOD SQUARE

EXERCISING DEVELOPMENT RIGHTS

ADDING UNITS 1 AND 7

AFTER RECORDATION RETURN TO:

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

AMENDMENT NO. 1 TO
DECLARATION
OF
WHISPERWOOD SQUARE
EXERCISING DEVELOPMENT RIGHTS
ADDING UNITS 1 AND 7

Hultquist Homes, Inc., an Alaska corporation, with an office at 351 E. 104th Avenue, Suite 100, Anchorage, Alaska 99515, "Declarant" under that certain Declaration for Whisperwood Square, recorded on the 9th day of February, 2009, at Serial No. 2009-007721-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, ("Declaration") pursuant to Section 34.08.180 of the Alaska Uniform Common Interest Ownership Act, and pursuant to reservations of Development Rights reserved pursuant to Section 34.08.130(a) (8) of the Act and Article VII of the Declaration, does hereby amend the Declaration and does hereby declare:

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

ARTICLE II. Schedule A-2, Table of Interests, attached hereto, Units 1 and 7, together with their appurtenant Limited Common Elements, and interests is substituted for the current Schedule A-2 of the Declaration which is declared null and void.

ARTICLE III. Schedule A-3, Plat, attached hereto and filed under Plat No. 2009-_____, supplements the current Schedule A-3 of the Declaration as filed under Plat No. 2009-12, by reflecting the addition of Units 1 and 7 and Limited Common Elements on that portion of the Property shown on the Plat as "Property Not Subject to Development Rights."

ARTICLE IV. Development rights reserved in the Declaration within that portion of the Property, shown on Plat No. 2009-_____, Anchorage Recording District, Third Judicial District, State of Alaska as "Development Rights Reserved" are hereby declared terminated. Limited Common Elements depicted on Schedule A-3 hereto are hereby assigned as appurtenant to the Units indicated. Those Limited Common Elements described in Article V and not otherwise depicted on Schedule A-3 hereto are hereby assigned to their appurtenant Units as applicable.



ARTICLE IV. All other terms and conditions of the Declaration remain the same.

Signed, Sealed and Delivered
in the Presence of:

HULTQUIST HOMES, INC.

By: David Hultquist
David Hultquist
Its: President

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT)

ss.

SEE Notarial
Certificate below

THIS IS TO CERTIFY that on this _____ day of _____, 2009,
before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and
sworn, personally appeared **DAVID HULTQUIST**, to me known and known to me to be the
PRESIDENT OF HULTQUIST HOMES, INC., acknowledged to me that he signed and sealed
the same as a free act and deed of the said corporation for the uses and purposes therein expressed
pursuant to its bylaws or a resolution of its Board of Directors.

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

ACKNOWLEDGMENT

State of Alaska
County of Anchorage - 3rd Judicial District

On April 2, 2009, David D Hultquist
personally appeared before me,

☒ who is personally known to me

_____ whose identity I proved on the basis of _____

_____ whose identity I proved on the oath/affirmation of _____

_____ acceptable witness

to be the signer of the above document, and he/she acknowledged that he/she signed it.



Kara Strong
Notary Signature
My Commission Expires: 3-18-10

Place Notary Seal Above this line and do not encroach
into 1" margin perimeters

AMENDMENT NO. 1 TO
DECLARATION OF WHISPERWOOD SQUARE
H4091\10\AMD1

Page 3



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2009-021323-0

APPROVAL OF LENDER

The undersigned, beneficiary under Deed of Trust recorded on the 24th day of November, 2008 under Serial Number 2008-064845-0, in the Anchorage Recording District, Third Judicial District, State of Alaska, approves the foregoing Declaration of Whisperwood Square, and the undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under said Deed of Trust shall not render void or otherwise impair the validity of the Declaration and the covenants running with the land described in the Declaration.

DATED this 2nd day of April, 2009.

FIRST NATIONAL BANK ALASKA

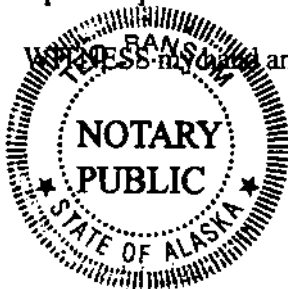
By: [Signature]
Stacy Tomuro
Its: Vice President

STATE OF ALASKA)

THIRD JUDICIAL DISTRICT)

ss.

THIS IS TO CERTIFY that on this 2ND day of APRIL, 2009, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **STACY TOMURO**, to me known and known to me to be the **VICE PRESIDENT OF FIRST NATIONAL BANK ALASKA**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.



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

Notary Public in and for Alaska
My Commission Expires: 4/12/2011

Place Notary Seal Above this line and do not encroach into 1" margin perimeters.

AMENDMENT NO. 1 TO
DECLARATION OF WHISPERWOOD SQUARE
H4091\10\AMD1

Page 4



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2009-021323-0

DESCRIPTION OF COMMON INTEREST COMMUNITY

(Declaration Schedule A-1)



SCHEDULE A-1

DESCRIPTION OF COMMON INTEREST COMMUNITY

PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS

That portion of Lot 4, Block 2, WHISPERWOOD SUBDIVISION – PHASE 1, according to the official plat thereof, filed under Plat No. 2004-122 records of the Anchorage Recording District, State of Alaska, shown on the Plat as “Property Not Subject to Development Rights.”

PROPERTY SUBJECT TO DEVELOPMENT RIGHTS

That portion of Lot 4, Block 2, WHISPERWOOD SUBDIVISION – PHASE 1, according to the official plat thereof, filed under Plat No. 2004-122 records of the Anchorage Recording District, State of Alaska, shown on the Plat as “Development Rights Reserved.”

ENCUMBRANCES AFFECTING THE COMMON INTEREST COMMUNITY

1. Reservations and exceptions as contained in the U.S. Patent.
2. Taxes and assessments, if any, due the Municipality of Anchorage.
3. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 2nd day of August 1952 in Book 78, Page 56 (Blanket Easement).
4. Right of Way Easement, including terms and provisions thereof, granted to CITY OF ANCHORAGE., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 17th day of June, 1971 in Miscellaneous Book 203, Page 167 (Blanket Easement).



5. Notice of Zoning Action, including the terms and provisions thereof, recorded on the 12th day of January, 1902 in Book 3752, Page 265.
6. Reservation of all oil, gas and mineral rights together with the right to remove same below a distance of 250 feet below the surface without damaging or disturbing the surface or surface improvements as reserved in an instrument recorded on the 3rd day of December 2003, Instrument No. 2008-125834-0.
7. Sanitary Sewer Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded on the 24th day of February, 2004, under Instrument No. 2004-011706-0 and amended by instrument recorded on the 23rd day of May, 2005 under Instrument No. 2005-033821-0.
8. Water Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded on the 24th day of February, 2004, under Instrument No. 2004-011707-0 and amended by instrument recorded on the 23rd day of May, 2005 under Instrument No. 2005-033820-0.
9. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 2nd day of August 2004 under Instrument No. 2004-056939-0 (Affects the West 10 feet of said lot and other property).
10. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 4th day of November, 2004 under Instrument No. 2004-083707-0 (Affects the Southerly 10 feet of said lot and other property).
11. Easement for natural gas pipelines and appurtenances thereto granted to ENSTAR Natural Gas Company, recorded November 29, 2004, Instrument No. 2004-088557-0. (Affects: the South 5 feet of said Lot and other property)



SCHEDULE A-2

TABLE OF INTERESTS

Building No. and Unit No. <u>Building</u> <u>No. 1</u>	Street Address	Percentage Share of Common Elements	Percentage Share of Common Elements	Vote in the Affairs of the Assoc.	Limited Common Element Parking Space* (P) Yard (Y) and Deck (D)
1	198 Matthew Paul Way	16.667%	16.667%	1	P-1A & P-1B/Y-1/D-1
3	194 Matthew Paul Way	16.667%	16.667%	1	P-3A & P-3B/Y-3/D-3
4	192 Matthew Paul Way	16.667%	16.667%	1	P-4A/Y-4/D-4
5	190 Matthew Paul Way	16.667%	16.667%	1	P-5A & P-5B/Y-5/D-5
6	188 Matthew Paul Way	16.667%	16.667%	1	P-6A/Y-6/D-6
<u>Building</u> <u>No. 2</u>					
7	186 Matthew Paul Way	16.667%	16.667%	1	P-7A & P-7B/Y-7/D-7
TOTALS		100.00%	100.00%	6	



PLAT AND PLANS

(Declaration Schedule A-3)

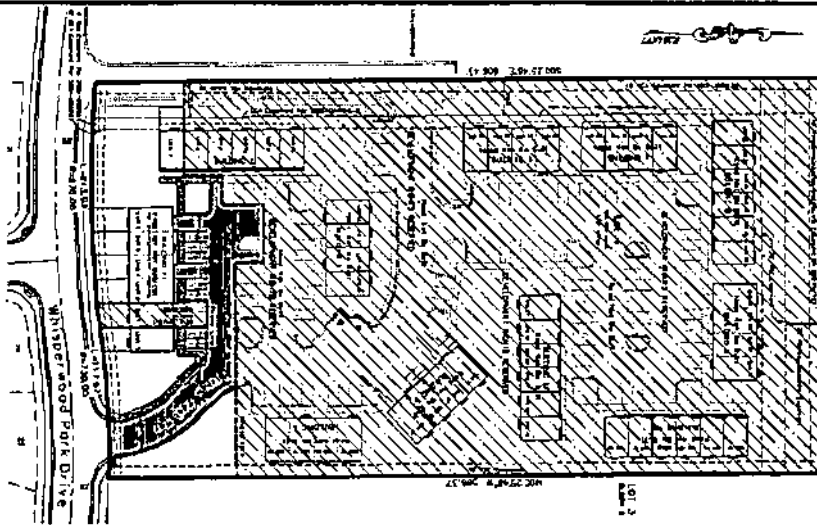
2009-28

2009-021322-0

ADDING UNITS 1 AND 7 TO
WHISPERWOOD SQUARE



Glenn Highway Corridor



Unit Details



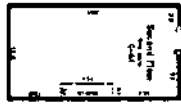
Unit 101
101 sq. ft.
1 Bedroom
1 Bath
Living Room
Kitchen
Dining Room
Breakfast Room
Entry
Closets
Storage



Unit 102
102 sq. ft.
1 Bedroom
1 Bath
Living Room
Kitchen
Dining Room
Breakfast Room
Entry
Closets
Storage



Unit 103
103 sq. ft.
1 Bedroom
1 Bath
Living Room
Kitchen
Dining Room
Breakfast Room
Entry
Closets
Storage



Unit 104
104 sq. ft.
1 Bedroom
1 Bath
Living Room
Kitchen
Dining Room
Breakfast Room
Entry
Closets
Storage



Unit 105
105 sq. ft.
1 Bedroom
1 Bath
Living Room
Kitchen
Dining Room
Breakfast Room
Entry
Closets
Storage



Unit 106
106 sq. ft.
1 Bedroom
1 Bath
Living Room
Kitchen
Dining Room
Breakfast Room
Entry
Closets
Storage

CONTRACTOR'S CERTIFICATE
I hereby certify that the above described units are in accordance with the plans and specifications of the City of Glendale, California, and that the same have been inspected and found to be in compliance with the applicable building codes and regulations.

DATE OF COMPLETION: _____
BY: _____
TITLE: _____

CONTRACTOR'S CERTIFICATE
I hereby certify that the above described units are in accordance with the plans and specifications of the City of Glendale, California, and that the same have been inspected and found to be in compliance with the applicable building codes and regulations.

CONTRACTOR'S CERTIFICATE
I hereby certify that the above described units are in accordance with the plans and specifications of the City of Glendale, California, and that the same have been inspected and found to be in compliance with the applicable building codes and regulations.



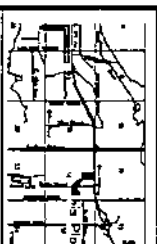
WILSPERSCO SQ. 187
PHASE 2
A COMMON INTEREST COMMUNITY

NOTES:
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODES AND REGULATIONS.
2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GLENDALE.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.

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3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.

Sheet 1 of 2



WILSPERSCO SQ. 187
PHASE 2
ADDING UNITS 187

WILSPERSCO
A COMMON INTEREST COMMUNITY



Glenn Highway Corridor

Centerline Frontage Road (Boundary Avenue)

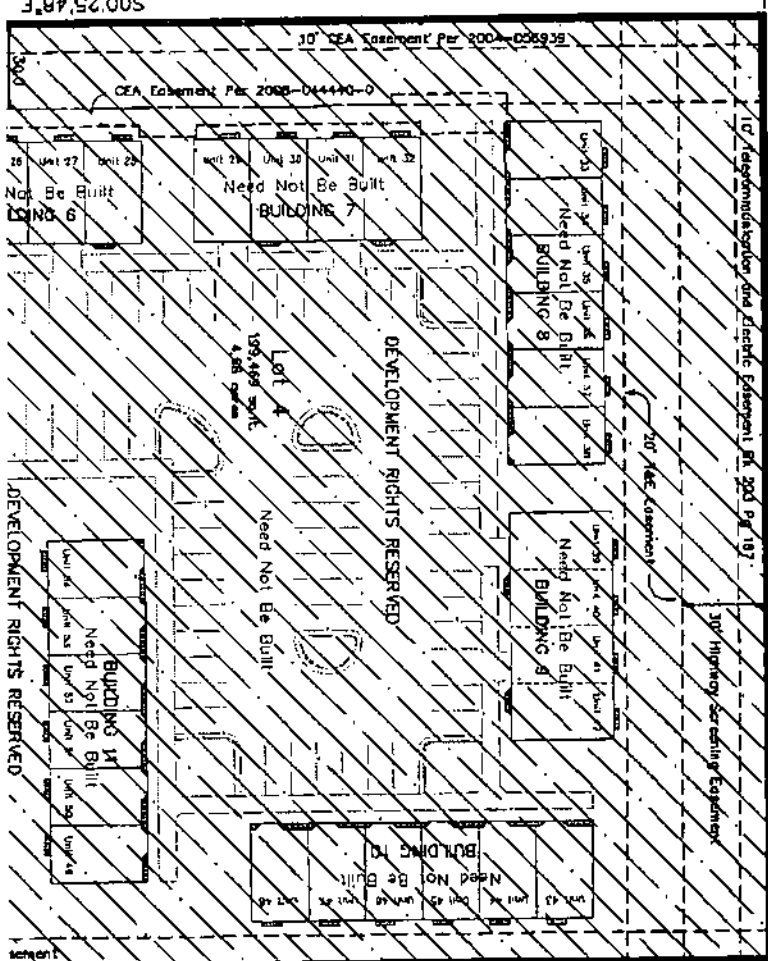
Section Line

S89°48'40"W 330.00'

10' Right-of-Way and Electric Easement, Pt. 203 Pg. 197

10' Highway Screening Easement

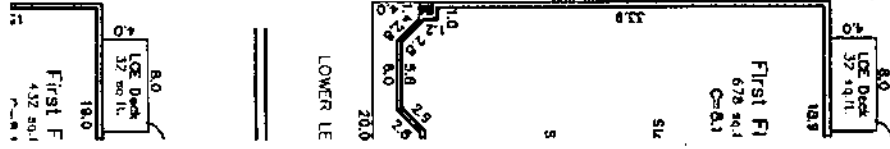
20' Aet. Easement

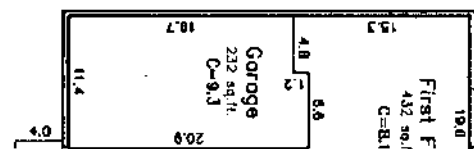


S00°25'48"E

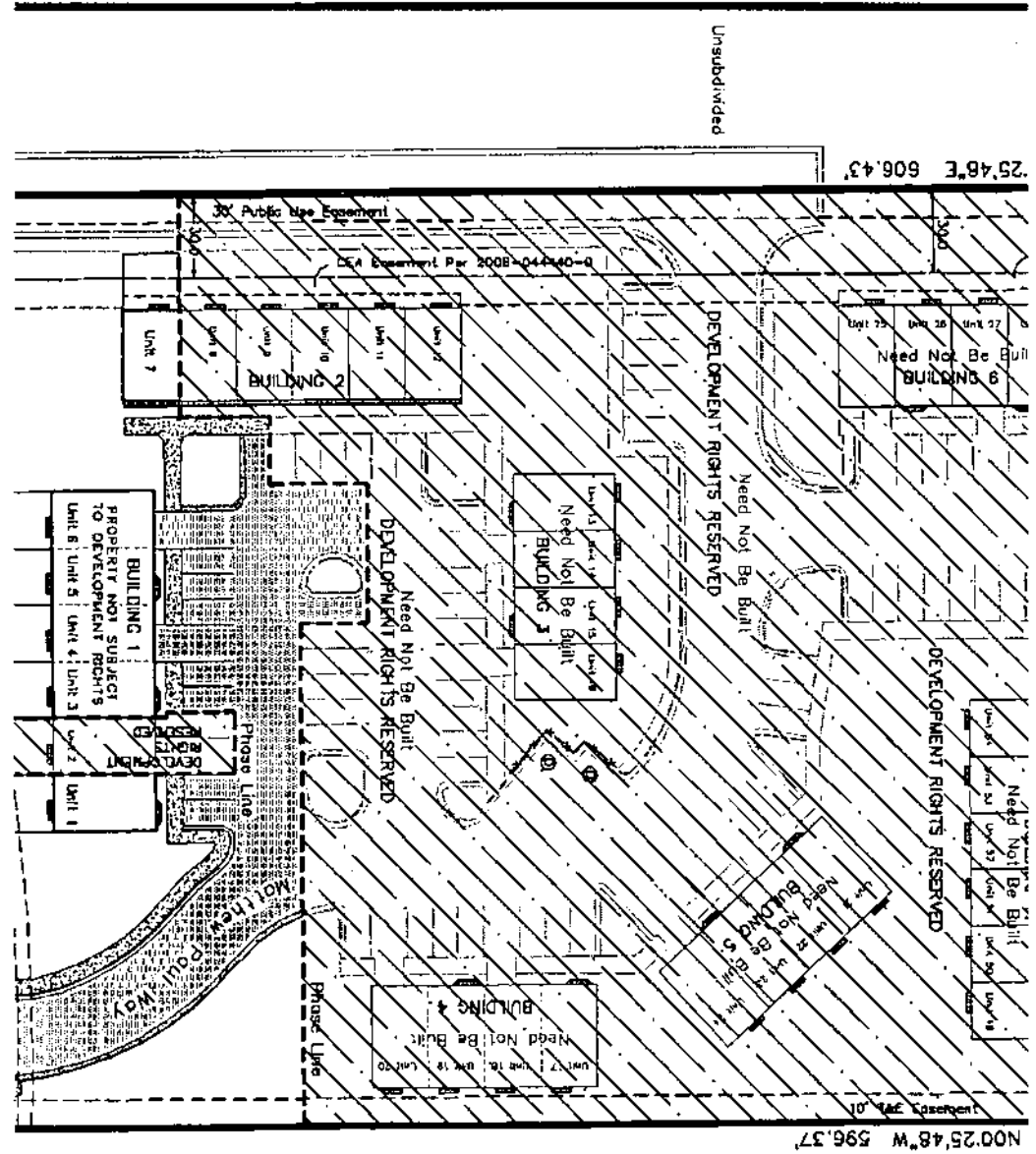
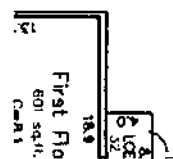
LOT 3
BLOCK 2

N00°25'4

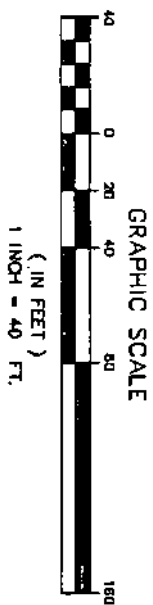




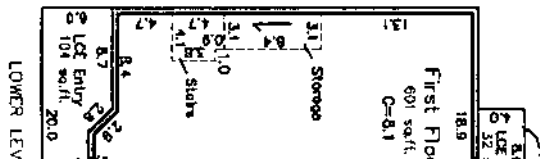
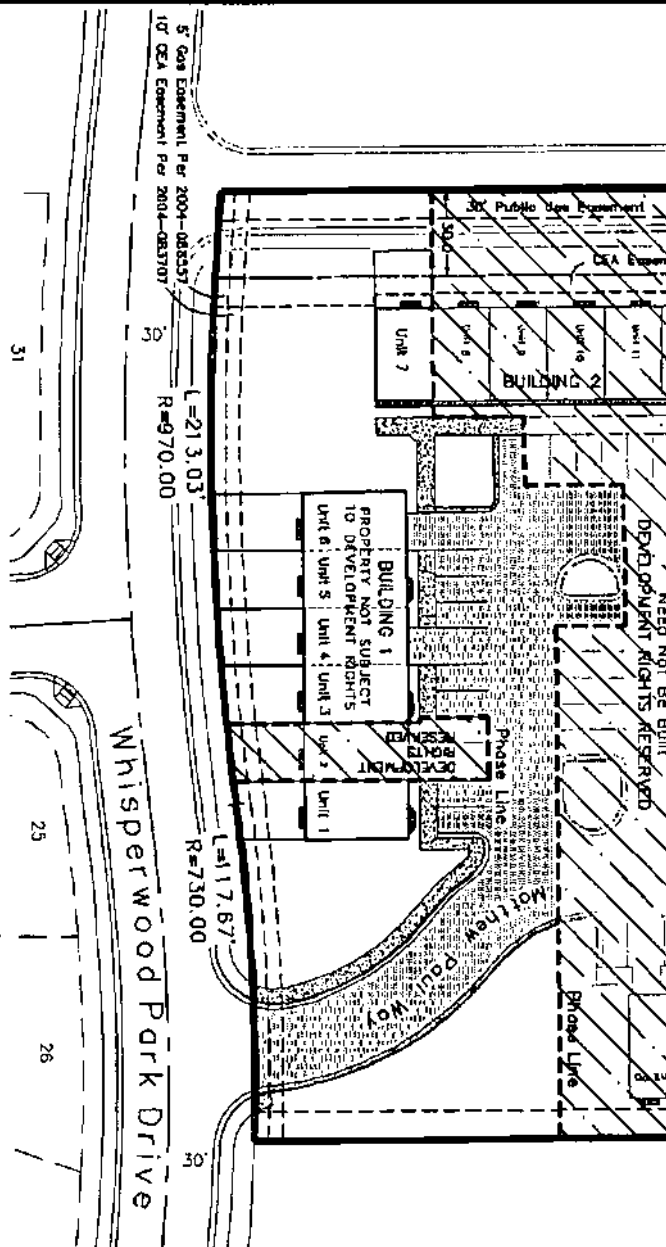
LOWER LE



- Legend:
- Wood Deck
 - Concrete
 - Pavement
 - Overhang
 - Dumpster Location
 - Fence



- Units Legend:
- Ceiling height
 - Ceiling slope
 - Ceiling slope line
 - Unit's Common Element





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2009-021323-0

OWNER'S CERTIFIC

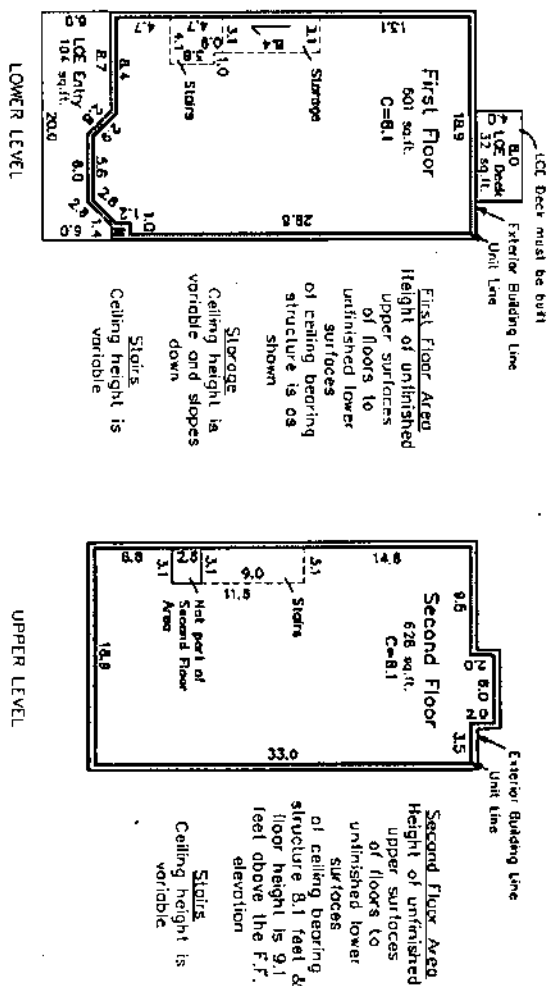
THE UNDERSIGNED, DAVID D. MULLOY, OWNER OF THE NORTHWARD MOUNTAIN ALASKA, RECORDING AS 2009-007721-0 IN THE OFFICE OF THE CLERK OF COURTS, STATE OF ALASKA, CERTIFY THAT THE CREATION OF THE

OWNER DAVID D. MULLOY, HULLIGANT HOMES INC. 360 EAST 100TH AVE ANCHORAGE, AK 99503

NOTARY ACKNOWLEDGMENT
SUBSCRIBED AND SWORN TO before me on this 14th day of February, 2009, by DAVID D. MULLOY

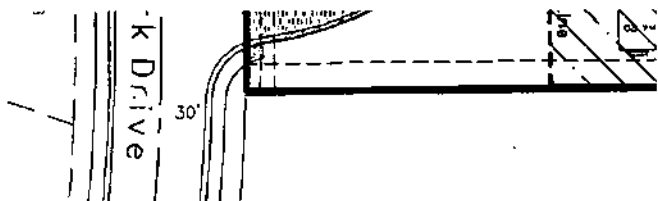
MY COMMISSION EXPIRES

Unit 4, 8



Unit 7

end
Ceiling height
Ceiling slope
Ceiling slope line
United Common Element



LOT 3
BLOCK 2

N00°25'48"W 596.37'

LOWER LEVEL

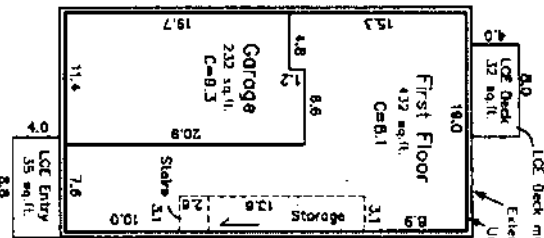
Units 1, 3, 5

UPPER LEVEL

LOWER LEVEL

UPPER LEVEL

Units 4, 6



First Floor Area
Height of unfinished upper surfaces of floors to unfinished lower surfaces of ceiling bearing structure is as shown

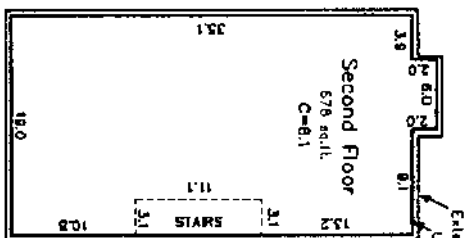
Garage
Floor is 1.3' lower than finished floor elevation & height of unfinished upper surfaces of floors to unfinished lower surfaces of ceiling bearing structure is 9.3' level.

Stairs
Ceiling height is variable and slopes down

LOE Deck
32 sq. ft.

Exterior Building Line

Unit Line



Second Floor Area
Height of unfinished upper surfaces of floors to unfinished lower surfaces of ceiling bearing structure is 8.1 feet & floor height is 9.1 feet above the F.F. elevation

Stairs
Ceiling height is variable

LOE Deck
32 sq. ft.

Exterior Building Line

Unit Line

NY COMMISSION EXPIRE



15 of 31
2009-021323-0

SURVEYOR'S CERTIFICATE

SECTION 34.08.170 OF CERTIFICATION BE MADE AS SET FORTH IN SECT 1 DO HEREBY CERTIFY OF THE UNIT'S ACCURATE INFORMATION REQUIRED AND PLANS FILED IN DIMENSIONS DEPICTED CONSTRUCTION DRAWING

ANTHONY P. NOTTAM, LANTCH INC. 440 WEST BENSON PARK ANCHORAGE, ALASKA 99501

OWNER'S CERTIFICATE

THE UNDERSIGNED, DOE WHEREOF SUBDIVISION

Unit Details

Scale: 1"=10'

CERTIFICATE OF COMPLETION

SECTION 34.08.090 OF THE
DECLARATION FOR A CONDO
PART OF THE DECLARATION
CERTIFICATE OF COMPLETION
STRUCTURAL COMPONENTS
COMPREHENSIVE A UNIT OF
ACCORDANCE WITH THE PL.

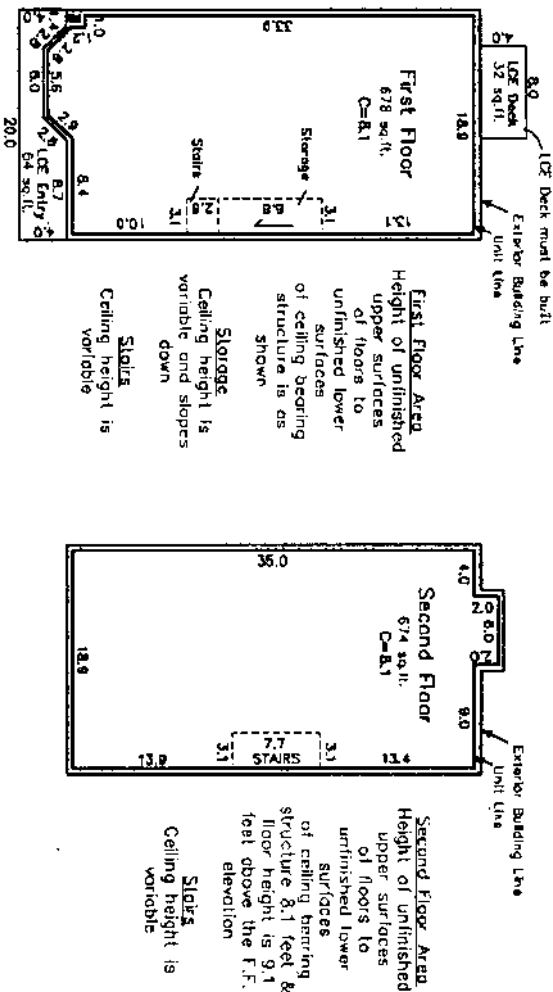
I DO HEREBY CERTIFY THAT
THE COMPLETED SUBSTANTIALLY

ANTHONY P. HERTMAN, P.E.
LAWRENCE INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99501

NOTARY ACKNOWLEDG
SIGNED AND SWORN TO
FOR: ANTHONY P. HERTMAN

MY COMMISSION EXPIRES

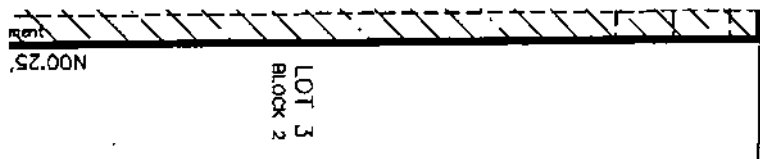
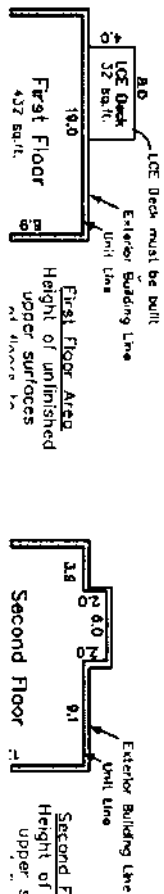
SURVEYOR'S CERTIFIC
SECTION 34.08.170 OF
DECLARATION FOR A CONDO



LOWER LEVEL

Units 1, 3, 5

UPPER LEVEL



WHISPERWOOD SQUARE
PHASE 2

SECTION 14.06.00 OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT PROVIDES THAT A DECLARATION FOR A CONDOMINIUM MAY NOT BE RECORDED AND A PLAT OR PLAN THAT IS PART OF THE DECLARATION FOR A CONDOMINIUM MAY NOT BE FILED UNLESS A CERTIFICATE OF COMPLETION IS RECORDED WITH THE DECLARATION AS EVIDENCE THAT THE STRUCTURAL, FINISH, AND MECHANICAL SYSTEMS OF EACH BUILDING CONTAINING UNITS COMPRISING A UNIT OF THE CONDOMINIUM ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLAT AND PLANS.

id_Floor Area,
of unfinished
er surfaces
floors to
ished lower
surfaces
niling bearing
ire 8.1 feet &
height is 9.1
bove the F.F.,
levation

ANTHONY P. HOFFMAN, PLS
LANTech INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 98503

Stairs
ing height is
variable

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2002,
FOR: ANTHONY P. HEFTMAN

MY COMMISSION EXPIRES

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

3. Floor Area
of unfinished
surfaces

SECTION 34.08.170 OF THE COMMON INTEREST OWNERSHIP ACT REQUIRES THAT A DECLARATION OF INTENT BE FILED WITHIN 90 DAYS OF THE DATE OF THE ACQUISITION OF THE INTEREST IN THE COMMON INTEREST PROPERTY.

NOTES:

1. ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND DECIMAL PORTIONS OF FEET.
2. ALL BUILDING TIES ARE AT 90° TO THE PROPERTY UNITS UNLESS OTHERWISE NOTED.
3. ELEVATION DATA FOR THE BUILDINGS IS OBTAINED FROM THE AREA BENCHMARK, FIRST QUARTER, U.S. GEODETIC SURVEY, MEAN SEA LEVEL OF 1972.
4. EACH UNIT IS DESIGNATED BY A NUMBER INDICATING THE DESIGNATION OF THE UNIT WITHIN THE PROJECT (i.e., UNIT 1).
5. THIS PROJECT IS LOCATED ON LOTS 4, BLOCK 2, WILDERWOOD SUBDIVISION PHASE 2, LOCATED WITHIN THE NW 1/4, NE 1/4, SEC. 19, T13N, R3W, S.1, ALASKA.
6. THE CONSIDERED NEIGHBORING DISTRICT, WHICH IS SUBJECT TO THE PROVISIONS OF THE NEIGHBORHOOD RECORDING ACT, IS DESIGNATED AS FOLLOWS:
7. THE COMMON INTEREST OF OWNERSHIP BOUNDARIES ARE STATED AS FOLLOWS: A. CERTAIN IMPROVEMENTS WHICH MAY BE BUILT BY THE DECLARANT ARE COMMON ELEMENTS. B. CERTAIN IMPROVEMENTS WHICH MAY BE BUILT BY THE DECLARANT AS PART OF ITS PROJECT, INCLUDING, BUT NOT LIMITED TO, BUILDINGS AND IMPROVEMENTS SHOWN, RETAINING WALLS, SPECIAL, DECLARANT RIGHTS, IN ADDITION TO BUILDINGS AND IMPROVEMENTS SHOWN, MAY INCLUDE: ROADS, PAVEMENT AND CURBS, STREET LIGHTING, RETAINING WALLS, DRAINAGE SYSTEMS, CROPPING, LANDSCAPING, PLANTS, SHRUBS AND TREES, FENCES, SIGNS, PETS, DUTCH, CABLES, UTILITY WAYS, INFRASTRUCTURE, AND ACCESSORY OR OTHER RELATED STRUCTURES AND UTILITIES AND IMPROVEMENTS WHICH ARE REQUIRED BY APPROPRIATE GOVERNMENTAL AUTHORITIES, OR UTILITY COMPANIES, OR WHICH WILL ENHANCE THE COMMUNITY IN THE DISCRETION OF THE DECLARANT.
8. IMPROVEMENTS "NEED NOT BE BUILT IN ANY PARTICULAR ORDER OR AT ANY PARTICULAR LOCATION IN THE PROPERTY AND WILL HAVE DIMENSIONS CONSISTENT WITH THEIR PURPOSES. PLEASE REFER TO ARTICLE VI OF THE DECLARATION OF UNITAIONS AND RESERVATIONS FOR THESE RIGHTS.
9. UNIT BOUNDARIES SHOWN ON THIS SHEET ARE ACTUAL. UNIT BOUNDARIES PRESENT DEFINITION OF UNIT IN ARTICLE IV OF THE DECLARATION.
10. DIMENSIONS SHOWN ARE TO THE EXTERIOR FACE OF THE FOUNDATION OR BUILDING WALLS.
11. AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 3,444.4 S.F.
12. DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e., 4.00').
13. FOR DESCRIPTION OF "UNIT," SEE ARTICLE IV OF THE DECLARATION, RECORDED NO. 2000-_____, IN DAY OF THE _____, 2000, AT SERIAL RECORDING NO. _____.
14. DISTRICT STATE OF ALASKA.
15. IN WITNESS WHEREOF, I HAVE HEREIN SIGNED AND SEALED MY HAND AND AFFIRMED RECORDING ARTICLE VI OF THE DECLARATION.
16. EACH UNIT HAS A UNITED COMMON BLENDING PARKING SPACE (i.e., P-5A, P-5B etc.).

BENEFICIARY:



the

1. Floor Area
of unfinished
or surfaces
floors to
ished lower
urfaces
ing bearing
re 8.1 feet &
height is 9.1
bove the f.f.
levation

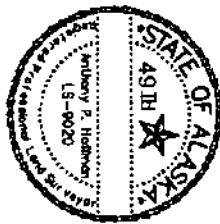
Slab's
g height is
adable

SURVEYOR'S CERTIFICATE

SECTION 34.04170 OF THE COMMON INTEREST OWNERSHIP ACT REQUIRES THAT A CERTIFICATION BE MADE WHICH STATES THAT PLAT AND PLAN CONTAINS THE INFORMATION AS SET FORTH IN SECTION 34.04170.

I DO HEREBY CERTIFY THAT THIS PLAT AND PLANS ARE A TRUE AND CORRECT LAYOUT OF THE UNITS LOCATED BY ALASKA STATUTE 34.04170 IS PROVIDED FOR ON THE PLAT AND PLANS FILED HERWITH. THE VERTICAL AND HORIZONTAL BOUNDARIES AND DIMENSIONS DEPICTED ON THE PLANS ARE REPRODUCED DIRECTLY FROM ACTUAL CONSTRUCTION DIMENSIONS AND ACCORDINGLY ARE NOT INCLUDED IN THIS CERTIFICATION.

ANTHONY P. HOFFMAN, PLS
LANTON INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503



OWNER'S CERTIFICATE

THE UNDERSIGNED, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOT 4, BLOCK 2, WILSONWOOD SUBDIVISION PHASE 1 (PLAT 2004-122), LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA, ANCHORAGE RECORDING DISTRICT.

THE UNDERSIGNED AS DECLARANT UNDER THAT CERTAIN DECLARATION OF WILSONWOOD SQUARE, RECORDED ON THE 8TH DAY OF FEBRUARY, 2008, AT SERIAL RECORDING NO. 2008-00721-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD ADJUDICATORY DISTRICT, STATE OF ALASKA, ("DECLARATION"). PURSUANT TO SECTION 34.04100 OF THE ALASKA COMMON INTEREST OWNERSHIP ACT DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT THE CREATION OF THE UNITS AND COMMON ELEMENTS AS SHOWN HEREIN.

16. EACH UNIT HAS A UNITED COMMON ELEMENT (UAE) (UAE 1-5).

BENEFICIARY:

FIRST NATIONAL BANK ALASKA AUTHORIZED SIGNER/POSITION

NOTARY ACKNOWLEDGMENT

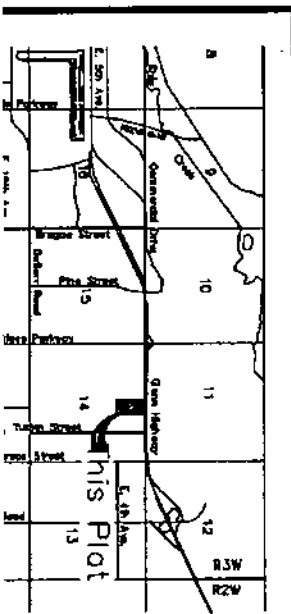
SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2008.

FOR:

BY COMMISSION EXPIRES _____

NOTARY PUBLIC

Sheet 1 of 2



OWNER'S CERTIFICATE

THE UNDERSIGNED, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOT 4, BLOCK 2, WHISPERWOOD SUBDIVISION PHASE 1 (PLAT 2004-122), LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA, AND/OR AS RECORDING DISTRICT.

THE UNDERSIGNED, AS DECLARANT UNDER PLAT CERTAIN DECLARATION OF WHISPERWOOD SQUARE, RECORDED ON THE 9TH DAY OF FEBRUARY, 2008, AT SERIAL RECORDING NO. 2008-007721-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, ("DECLARATION"), PURSUANT TO SECTION 34.03(1) OF THE ALASKA COMMON INTEREST OWNERSHIP ACT DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT THE CREATION OF THE UNITS AND COMMON ELEMENTS AS SHOWN HEREIN.

Line

1. Floor Area, of unfinished surfaces, floors to finished lower surfaces, including bearing walls, height is 9.1 above the F.F. level of the Slab, g height is variable

OWNER: DAVID D. HULTQUIST
HULTQUIST HOMES INC.
360 EAST 100TH AVENUE
ANCHORAGE, AK. 99510

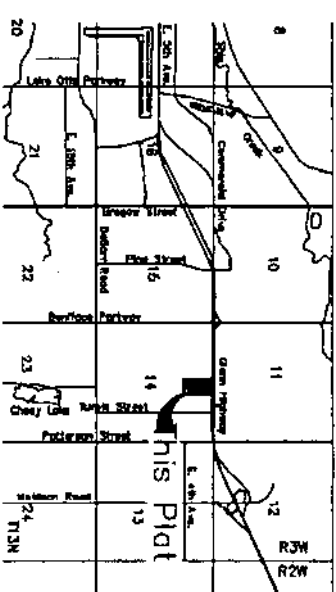
NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2008.
FOR: DAVID D. HULTQUIST

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

Sheet 1 of 2



Velocity Map Scale: 1" = 1 Mile

A CONDOMINIUM PLAT OF:
Whisperwood Square Condominiums
PHASE 2
ADDING UNITS 1 & 7

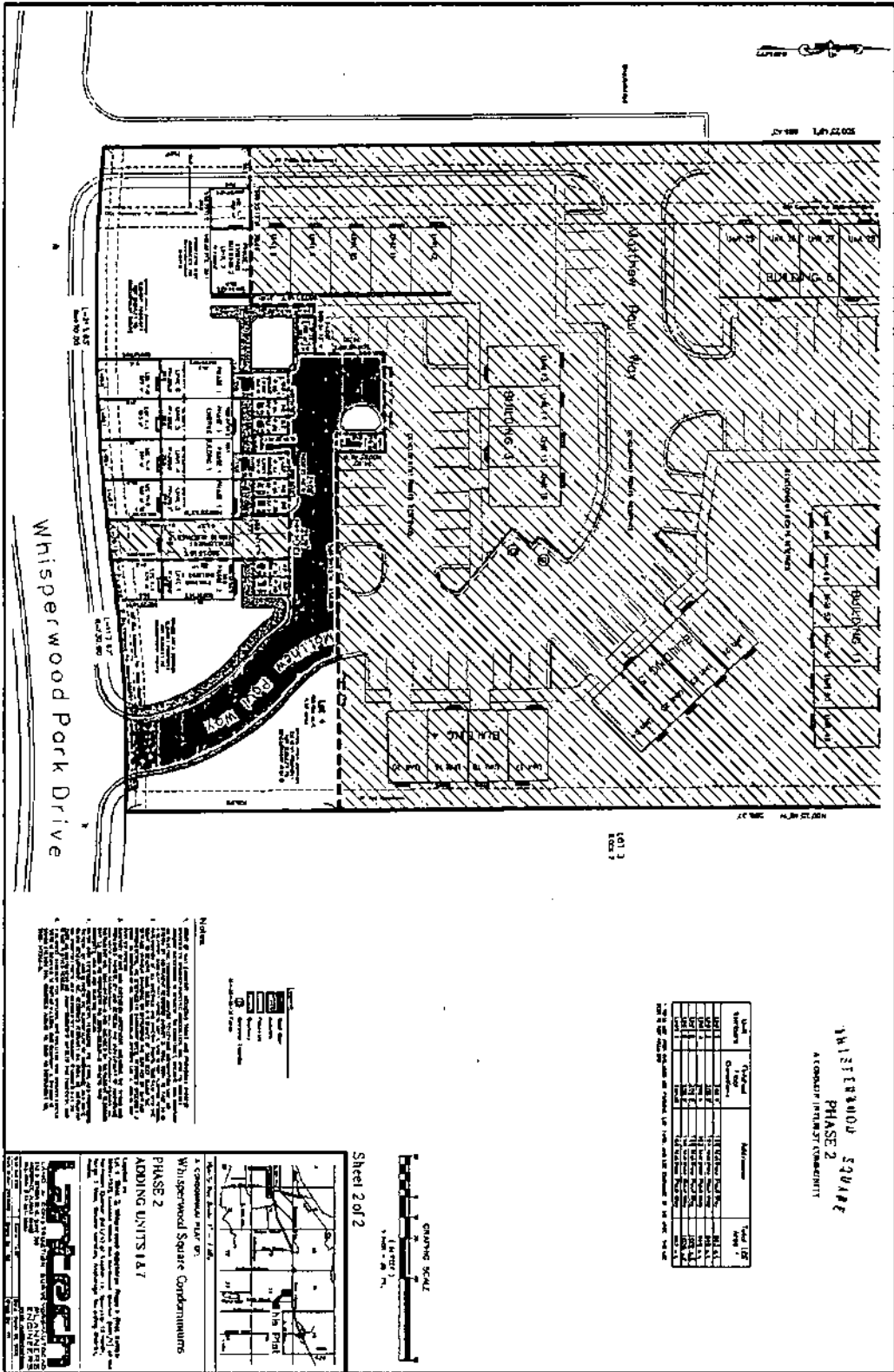
Located on:
Lot 4, Block 2, Whisperwood Subdivision Phase 1 (Plat Number 2004-122), located within the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 14, Township 13 North, Range 3 West, Seward Meridian, Anchorage Recording District, Alaska.

LAND & CONSTRUCTION SURVEYORS-AUTOCAD PLANNERS ENGINEERS

440 W. EPHSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
502-5291 (FAX 501-6626)
email: m@landtech.com

Cdd: 5/12/2008 Scale: 1"=40'
Work Order: 2007M03 Drawn By: CB Date: March 20, 2008
Check By: TH





500'25'48"E 606.43'



~~Unit 25~~

~~Unit 28~~

~~Unit 25~~

Unit 28

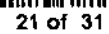
~~BUILDING 6~~

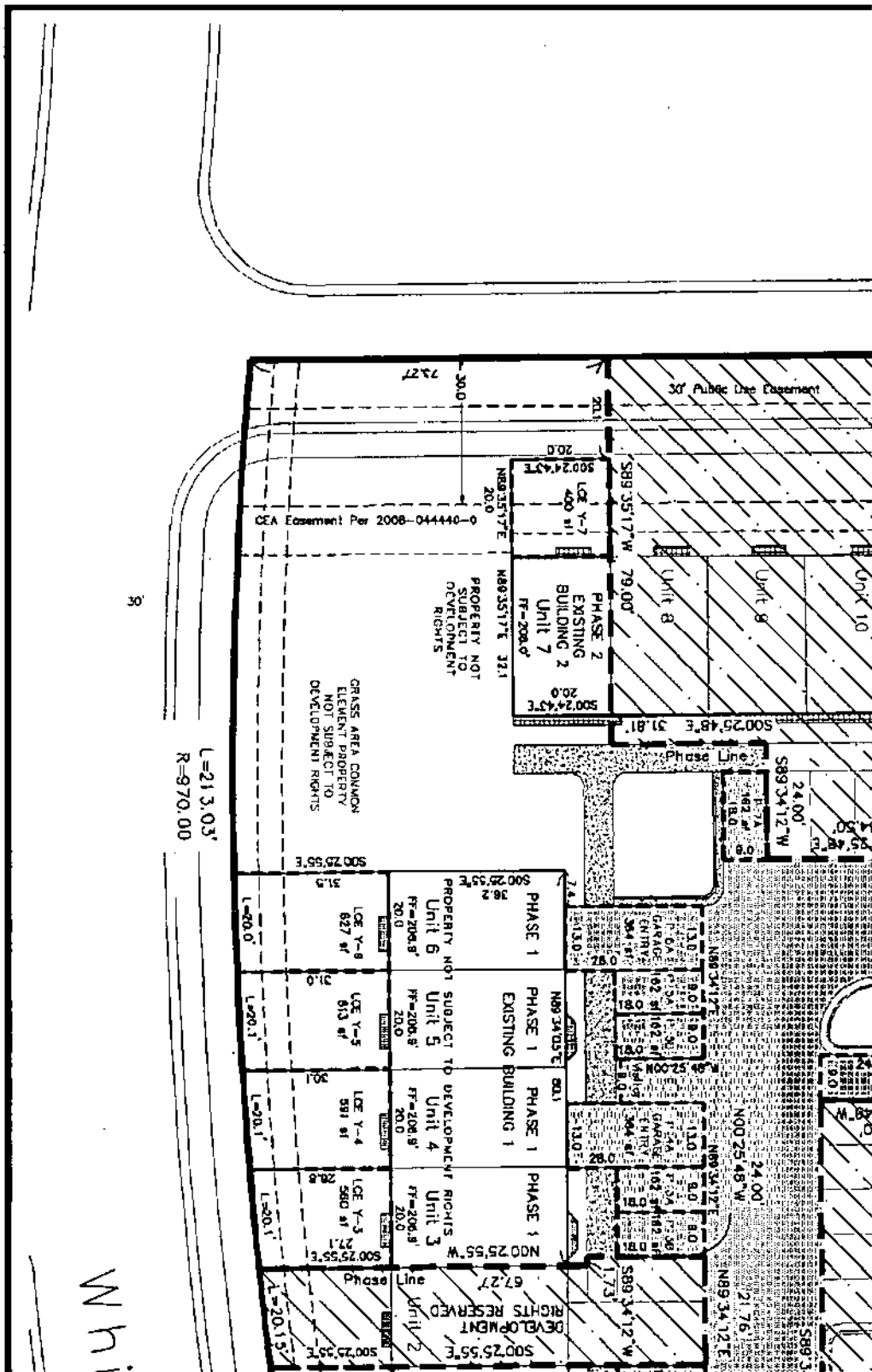
~~Matthew Paul May~~

DEVELOPMENT RIGHTS RESERVED

DEVELOPMENT RIGHTS RESERVE

UN 384



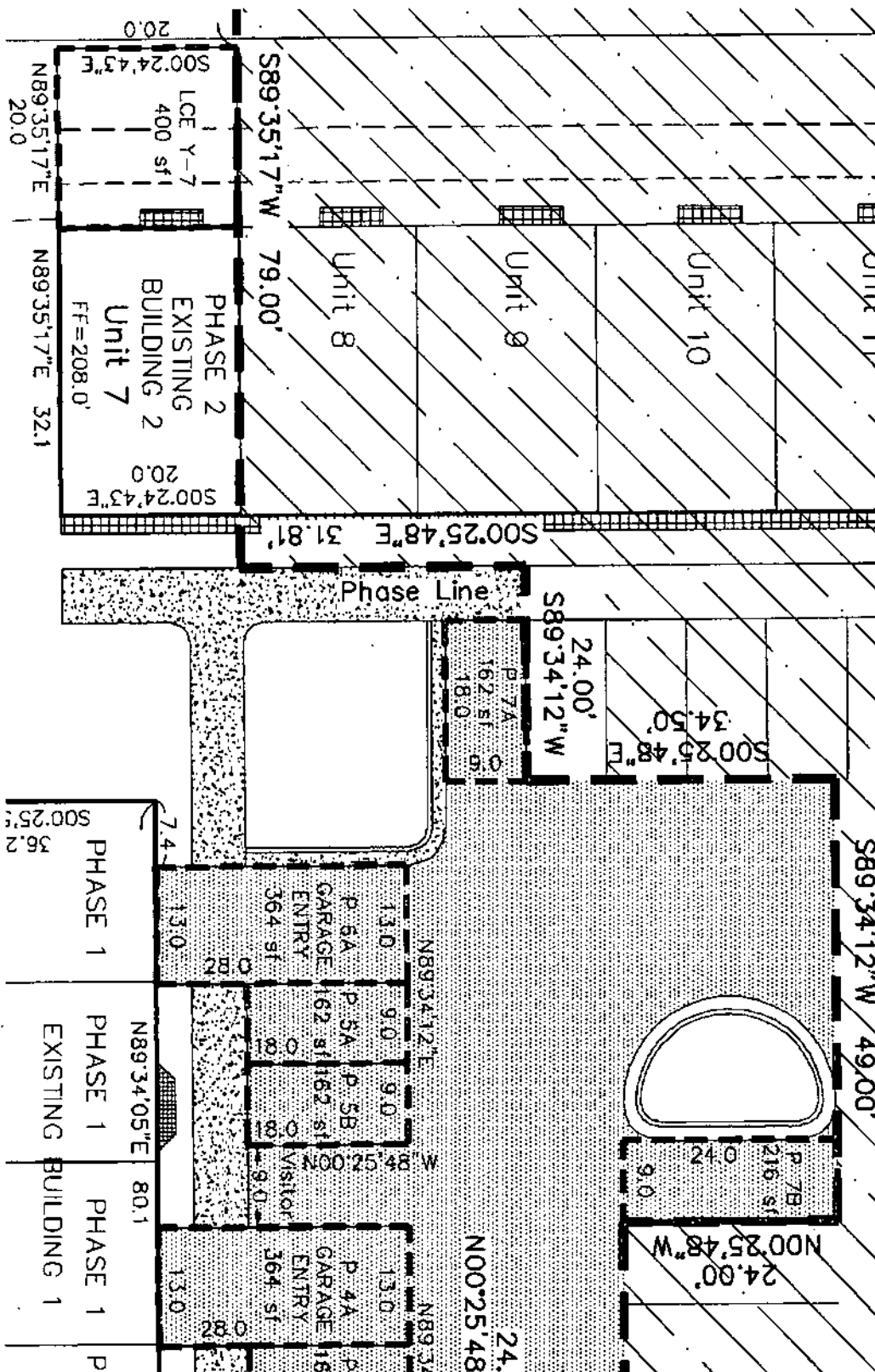


8

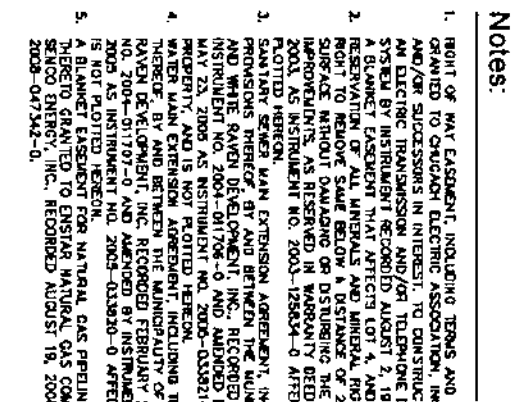
L=213.03'
R=870.00'

Whi









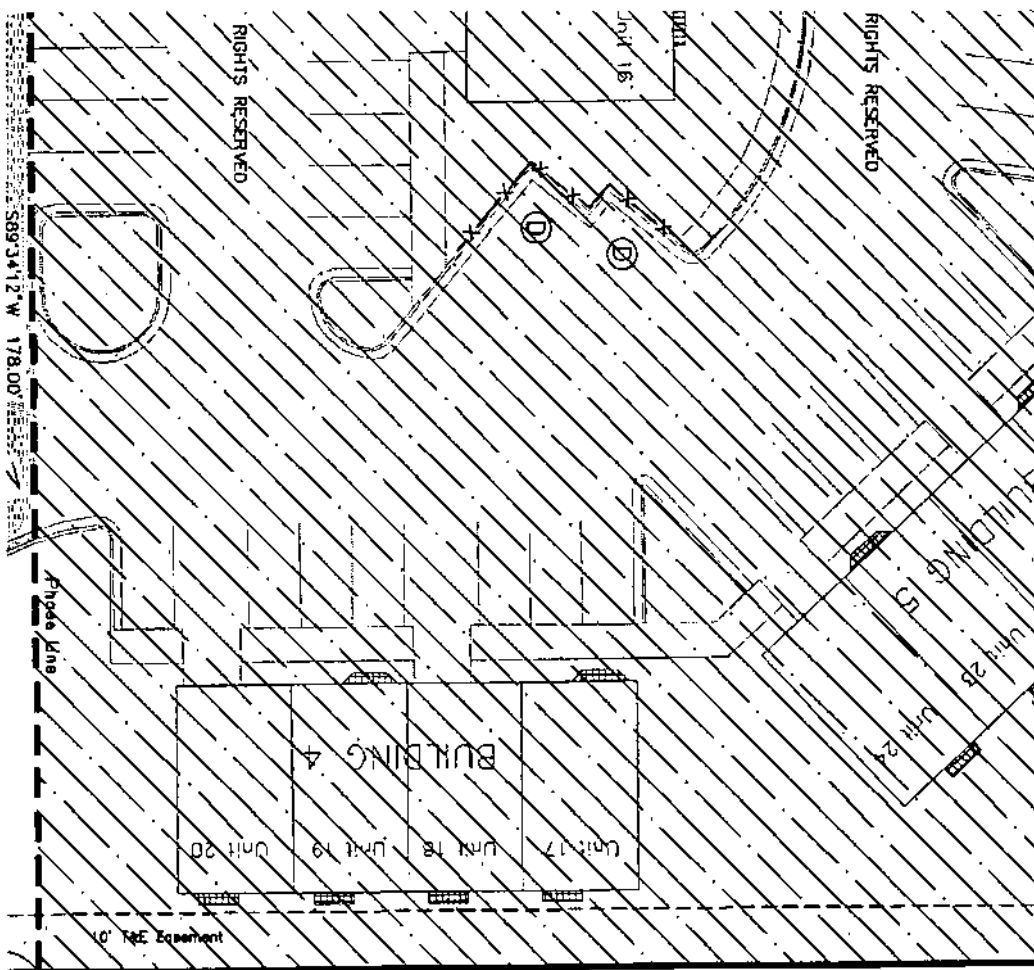
Legend:

	Wood Deck
	Concrete
	Pavement
	Overhang
	Dumppier Location

Notes:

1. RIGHT OF WAY EASEMENT, INCLUDING TERMS AND CONDITIONS OF THE EASEMENT, AS SET FORTH AND GRANTED TO CHADCOCK ELECTRIC ASSOCIATION, INC. AND/OR SUCCESSORS IN INTEREST, TO CONSTRUCT AND/OR TRANSMISSION AND/OR TELEPHONE AND/OR ELECTRIC TRANSMISSION AND/OR TELEPHONE SYSTEM BY INSTRUMENT RECORDED AUGUST 2, 1984, IN PLAT BOOK NO. 2003-125634-0 AFTER RESERVATION OF ALL MINERALS AND MINERAL RIGHTS TO REMOVE SAND BELOW A DISTANCE OF 2 SURFACE WITHOUT DAMAGING OR DISTURBING THE IMPEDIMENTS, AS RESERVED IN WARRANTY DEEDD 2003, AS INSTRUMENT NO. 2003-125634-0 AFTER PLATTED HEREIN.
2. PLATTED HEREIN.
3. PLATTED HEREIN.
4. PLATTED HEREIN.
5. PLATTED HEREIN.

2008-047342-0



LOT 3
BLOCK 2

UNIT 1
UNIT 2
* TOTAL LCE
DECK IS NOT





Unit Numbers:
UNIT 1
UNIT 3
UNIT 4
UNIT 5
UNIT 6
UNIT 7

三



2009-021323-0

WHISPERWOOD SQUARE PHASE 2 A COMMON INTEREST COMMUNITY

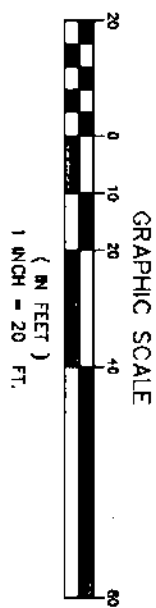
Unit Numbers	Finished Floor Elevations	Addresses	Total LCE Area *
UNIT 1	206.9'	198 Matthew Paul Way	893 s.f.
UNIT 3	209.9'	184 Matthew Paul Way	948 s.f.
UNIT 4	206.9'	192 Matthew Paul Way	890 s.f.
UNIT 5	206.9'	180 Matthew Paul Way	1001 s.f.
UNIT 6	206.9'	188 Matthew Paul Way	1026 s.f.
UNIT 7	208.0'	186 Matthew Paul Way	882 s.f.

* TOTAL LCE AREA INCLUDES LCE PARKING, LCE YARD, AND LCE ENTRANCE OF THE UNIT. THE LCE DECK IS NOT INCLUDED

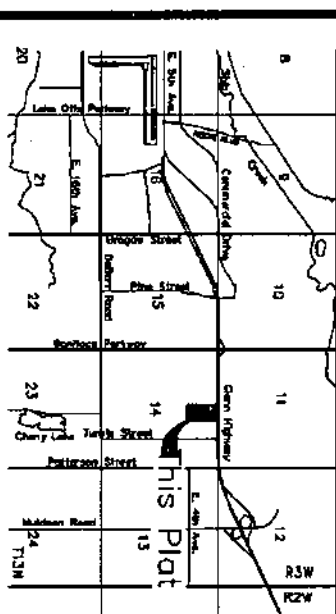
LOT 3
BLOCK 2

N00°25'48"W 596.37'





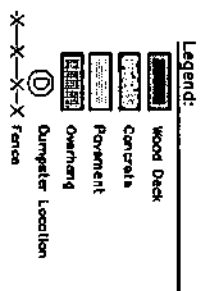
Sheet 2 of 2



Vicinity Map Scale: 1" = 1 Mile

A CONDOMINIUM PLAT OF:

Whisperwood Square Condominiums



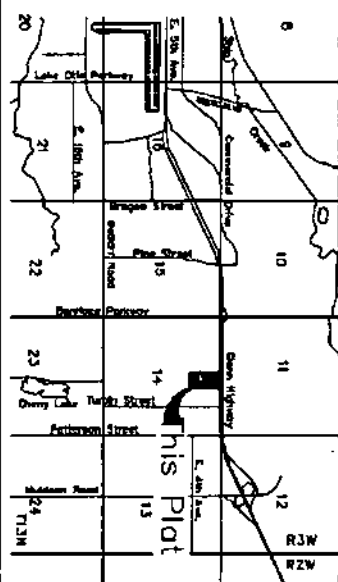
Notes:

- RIGHT OF WAY EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF, GRANTED TO CHICAGO ELECTRIC ASSOCIATION, INC. AND ITS ASSIGNS AND/OR SUCCESSORS IN INTEREST, TO CONSTRUCT, OPERATE AND MAINTAIN AN ELECTRIC TRANSMISSION AND/OR TELEPHONE DISTRIBUTION LINE OR SYSTEM BY INSTRUMENT RECORDED AUGUST 2, 1952, BOOK 79 PAGE 56 IS



31 of 31
2009-021323-0

SHEET 2 OF 2



Neatly Map Scale: 1" = 1 Mile

A CONDOMINIUM PLAT OF:

Whisperwood Square Condominiums

PHASE 2

ADDING UNITS 1 & 7

Located on:
Lot 4, Block 2, Whisperwood Subdivision Phase 1 (Plot Number
2004-122). Located within the Northwest Quarter (NW 1/4) of the
Northeast Quarter (NE 1/4) of Section 14, Township 13 North,
Range 3 West, Seward Meridian, Anchorage Recording District,
Alaska.

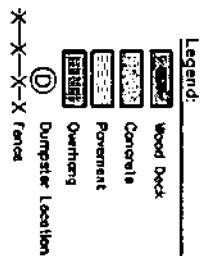
**LAND & CONSTRUCTION SURVEYORS*AUTOCAD
PLANNERS
ENGINEERS**
562-5281 (Fax 561-6626)
email: mof@landl.com

LAND & CONSTRUCTION SURVEYORS*AUTOCAD
PLANNERS
ENGINEERS
562-5281 (Fax 561-6626)
email: mof@landl.com

DATE: SW 2/29 Scale: 1"=20' Date: March 26, 2009
Work Order: 2007M03 Drawn By: CS Check By: TH

Notes:

1. RIGHT OF WAY EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF, GRANTED TO CHUGACH ELECTRIC ASSOCIATION, INC. AND ITS ASSIGNS, AND/OR SUCCESSORS IN INTEREST, TO CONSTRUCT, OPERATE AND MAINTAIN AN ELECTRIC TRANSMISSION AND/OR TELEPHONE DISTRIBUTION LINE OR SYSTEM BY INSTRUMENT RECORDED AUGUST 2, 1952, BOOK 78 PAGE 56 IS A BLANKET EASEMENT THAT AFFECTS LOT 4, AND IS NOT PLOTTED HEREON.
2. RESERVATION OF ALL MINERALS AND MINERAL RIGHTS TOGETHER WITH THE RIGHT TO REMOVE SAME, BEING A DISTANCE OF 200 FEET BELOW THE SURFACE WITHOUT DAMAGING OR DISTURBING THE SURFACE OR SURFACE IMPROVEMENTS, AS RESERVED IN WARRANTY DEED, RECORDED DECEMBER 3, 2003, AS INSTRUMENT NO. 2003-125834-0 AFFECTS LOT 4, AND IS NOT PLOTTED HEREON.
3. PLOTTED HEREON MAIN EXTENSION AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, BY AND BETWEEN THE MUNICIPALITY OF ANCHORAGE AND WHITE RIVER DEVELOPMENT, INC. RECORDED FEBRUARY 24, 2004, AS INSTRUMENT NO. 2004-01706-0 AND AMENDED BY INSTRUMENT RECORDED MAY 23, 2005, AS INSTRUMENT NO. 2005-033821-0 AFFECTS THIS PROPERTY, AND IS NOT PLOTTED HEREON.
4. WATER MAIN EXTENSION AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, BY AND BETWEEN THE MUNICIPALITY OF ANCHORAGE AND WHITE RIVER DEVELOPMENT, INC. RECORDED FEBRUARY 24, 2004, AS INSTRUMENT NO. 2004-01706-0 AND AMENDED BY INSTRUMENT RECORDED MAY 23, 2005, AS INSTRUMENT NO. 2005-033821-0 AFFECTS THIS PROPERTY, AND IS NOT PLOTTED HEREON.
5. A BLANKET EASEMENT FOR NATURAL GAS PIPELINES AND APPURTENANCES HERETO GRANTED TO ENSTAR NATURAL GAS COMPANY, A DIVISION OF SEMCO ENERGY, INC., RECORDED AUGUST 19, 2008 AS INSTRUMENT NO. 2008-047342-0.



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2009-033180-0

Recording Dist: 301 - Anchorage

5/19/2009 2:17 PM Pages: 1 of 34



AMENDMENT NO. 2 TO DECLARATION

OF

WHISPERWOOD SQUARE

EXERCISING DEVELOPMENT RIGHTS

ADDING UNITS 2, 8, 9, 10 AND 12

AFTER RECORDATION RETURN TO:

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

AMENDMENT NO. 2 TO
DECLARATION
OF
WHISPERWOOD SQUARE
EXERCISING DEVELOPMENT RIGHTS
ADDING UNITS 2, 8, 9, 10 AND 12

Hultquist Homes, Inc., an Alaska corporation, with an office at 351 E. 104th Avenue, Suite 100, Anchorage, Alaska 99515, "Declarant" under that certain Declaration for Whisperwood Square, recorded on the 9th day of February, 2009, at Serial No. 2009-007721-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 1 to the Declaration recorded on the 3rd day of April, 2009, at Serial No. 2009-021323-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, ("Declaration") pursuant to Section 34.08.180 of the Alaska Uniform Common Interest Ownership Act, and pursuant to reservations of Development Rights reserved pursuant to Section 34.08.130(a) (8) of the Act and Article VII of the Declaration, does hereby amend the Declaration and does hereby declare:

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

ARTICLE II. Schedule A-2, Table of Interests, attached hereto, Units 2, 8, 9, 10 and 12, together with their appurtenant Limited Common Elements, and interests is substituted for the current Schedule A-2 of the Declaration which is declared null and void.

37 ARTICLE III. Schedule A-3, Plat, attached hereto and filed under Plat No. 2009-37, supplements the current Schedule A-3 of the Declaration as filed under Plat No. 2009-28, by reflecting the addition of Units 2, 8, 9, 10 and 12 and Limited Common Elements on that portion of the Property shown on the Plat as "Property Not Subject to Development Rights."

ARTICLE IV. Development rights reserved in the Declaration within that portion of the Property, shown on Plat No. 2009-37, Anchorage Recording District, Third Judicial District, State of Alaska as "Development Rights Reserved" are hereby declared terminated. Limited Common Elements depicted on Schedule A-3 hereto are hereby assigned as appurtenant to the Units indicated. Those Limited Common Elements described in Article V and not otherwise depicted on Schedule A-3 hereto are hereby assigned to their appurtenant Units as applicable.



ARTICLE IV. All other terms and conditions of the Declaration remain the same.

Signed, Sealed and Delivered
in the Presence of:

HULTQUIST HOMES, INC.

By: David Hultquist 5/18/09
David Hultquist
Its: President

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

ss. See Notaral Certificate Below

THIS IS TO CERTIFY that on this _____ day of _____, 2009, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **DAVID HULTQUIST**, to me known and known to me to be the **PRESIDENT OF HULTQUIST HOMES, INC.**, acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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

ACKNOWLEDGMENT

State of Alaska
County of Anchorage - 3rd Judicial District

On May 18th, 2009, David D Hultquist

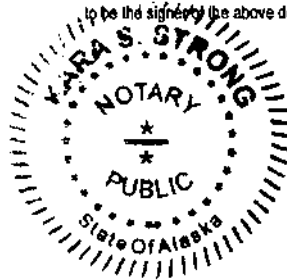
personally appeared before me,

☒ who is personally known to me

_____ whose identity I proved on the basis of _____

_____ whose identity I proved on the oath/affirmation of _____
a credible witness

to be the signatory to the above document, and he/she acknowledged that he/she signed it.



Kara S Strong
Notary Signature
My Commission Expires: 3-18-10

Place Notary Seal Above this line and do not encroach
into 1" margin perimeters

AMENDMENT NO. 2 TO
DECLARATION OF WHISPERWOOD SQUARE
H4091V10AMD2

Page 3



3 of 34

2009-033180-0

APPROVAL OF LENDER

The undersigned, beneficiary under Deed of Trust recorded on the 24th day of November, 2008 under Serial Number 2008-064845-0, in the Anchorage Recording District, Third Judicial District, State of Alaska, approves the foregoing Declaration of Whisperwood Square, and the undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under said Deed of Trust shall not render void or otherwise impair the validity of the Amendment No. 2 to the Declaration and the covenants running with the land described in the Declaration.

DATED this 18th day of May, 2009.

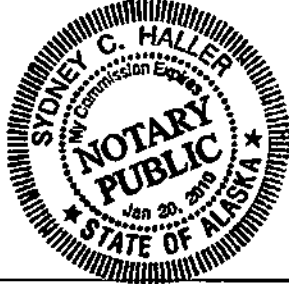
FIRST NATIONAL BANK ALASKA

By: [Signature]
Stacy Tomuro
Its: Vice President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 18th day of May, 2009, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **STACY TOMURO**, to me known and known to me to be the **VICE PRESIDENT OF FIRST NATIONAL BANK ALASKA**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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

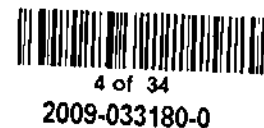


Place Notary Seal Above this line and do not encroach into 1" margin perimeters.

[Signature]
Notary Public in and for Alaska
My Commission Expires: 1/20/2010

AMENDMENT NO. 2 TO
DECLARATION OF WHISPERWOOD SQUARE
H4091\10\AMD2

Page 4



DESCRIPTION OF COMMON INTEREST COMMUNITY

(Declaration Schedule A-1)



SCHEDULE A-1

**DESCRIPTION OF
COMMON INTEREST COMMUNITY**

PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS

That portion of Lot 4, Block 2, WHISPERWOOD SUBDIVISION – PHASE 1, according to the official plat thereof, filed under Plat No. 2004-122 records of the Anchorage Recording District, State of Alaska, shown on the Plat as “Property Not Subject to Development Rights.”

PROPERTY SUBJECT TO DEVELOPMENT RIGHTS

That portion of Lot 4, Block 2, WHISPERWOOD SUBDIVISION – PHASE 1, according to the official plat thereof, filed under Plat No. 2004-122 records of the Anchorage Recording District, State of Alaska, shown on the Plat as “Development Rights Reserved.”

**ENCUMBRANCES AFFECTING THE
COMMON INTEREST COMMUNITY**

1. Reservations and exceptions as contained in the U.S. Patent.
2. Taxes and assessments, if any, due the Municipality of Anchorage.
3. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 2nd day of August 1952 in Book 78, Page 56 (Blanket Easement).
4. Right of Way Easement, including terms and provisions thereof, granted to CITY OF ANCHORAGE., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 17th day of June, 1971 in Miscellaneous Book 203, Page 167 (Blanket Easement).



5. Notice of Zoning Action, including the terms and provisions thereof, recorded on the 12th day of January, 1002 in Book 3752, Page 265.
6. Reservation of all oil, gas and mineral rights together with the right to remove same below a distance of 250 feet below the surface without damaging or disturbing the surface or surface improvements as reserved in an instrument recorded on the 3rd day of December 2003, Instrument No. 2008-125834-0.
7. Sanitary Sewer Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded on the 24th day of February, 2004, under Instrument No. 2004-011706-0 and amended by instrument recorded on the 23rd day of May, 2005 under Instrument No. 2005-033821-0.
8. Water Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded on the 24th day of February, 2004, under Instrument No. 2004-011707-0 and amended by instrument recorded on the 23rd day of May, 2005 under Instrument No. 2005-033820-0.
9. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 2nd day of August 2004 under Instrument No. 2004-056939-0 (Affects the West 10 feet of said lot and other property).
10. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 4th day of November, 2004 under Instrument No. 2004-083707-0 (Affects the Southerly 10 feet of said lot and other property).
11. Easement for natural gas pipelines and appurtenances thereto granted to ENSTAR Natural Gas Company, recorded November 29, 2004, Instrument No. 2004-088557-0. (Affects: the South 5 feet of said Lot and other property)



SCHEDULE A-2

TABLE OF INTERESTS

Building No. and Unit No. <u>Building</u> <u>No. 1</u>	Street Address	Percentage Share of Common Elements	Percentage Share of Common Elements	Vote in the Affairs of the Assoc.	Limited Common Element Parking Space* (P) Yard (Y) and Deck (D) Entry (E)
1	198 Matthew Paul Way	9.091%	9.091%	1	P-1A & P-1B/Y-1/D-1/E-1
2	196 Matthew Paul Way	9.091%	9.091%	1	P-2A/Y-2/D-2/E-2
3	194 Matthew Paul Way	9.091%	9.091%	1	P-3A & P-3B/Y-3/D-3/E-3
4	192 Matthew Paul Way	9.091%	9.091%	1	P-4A/Y-4/D-4/E-4
5	190 Matthew Paul Way	9.091%	9.091%	1	P-5A & P-5B/Y-5/D-5/E-5
6	188 Matthew Paul Way	9.091%	9.091%	1	P-6A/Y-6/D-6/E-6
<u>Building</u> <u>No. 2</u>					
7	186 Matthew Paul Way	9.091%	9.091%	1	P-7A & P-7B/Y-7/D-7/E-7
8	184 Matthew Paul Way	9.091%	9.091%	1	P-8A & P-8B/Y-8/D-8/E-8
9	182 Matthew Paul Way	9.091%	9.091%	1	P-9A & P-9B/Y-9/D-9/E-9
10	180 Matthew Paul Way	9.091%	9.091%	1	P-10A & P-10B/Y-10/D-10/E-10
12	176 Matthew Paul Way	9.091%	9.091%	1	P-12A & P-12B/Y-12/D-12/E-12
TOTALS		100.00%	100.00%	11	

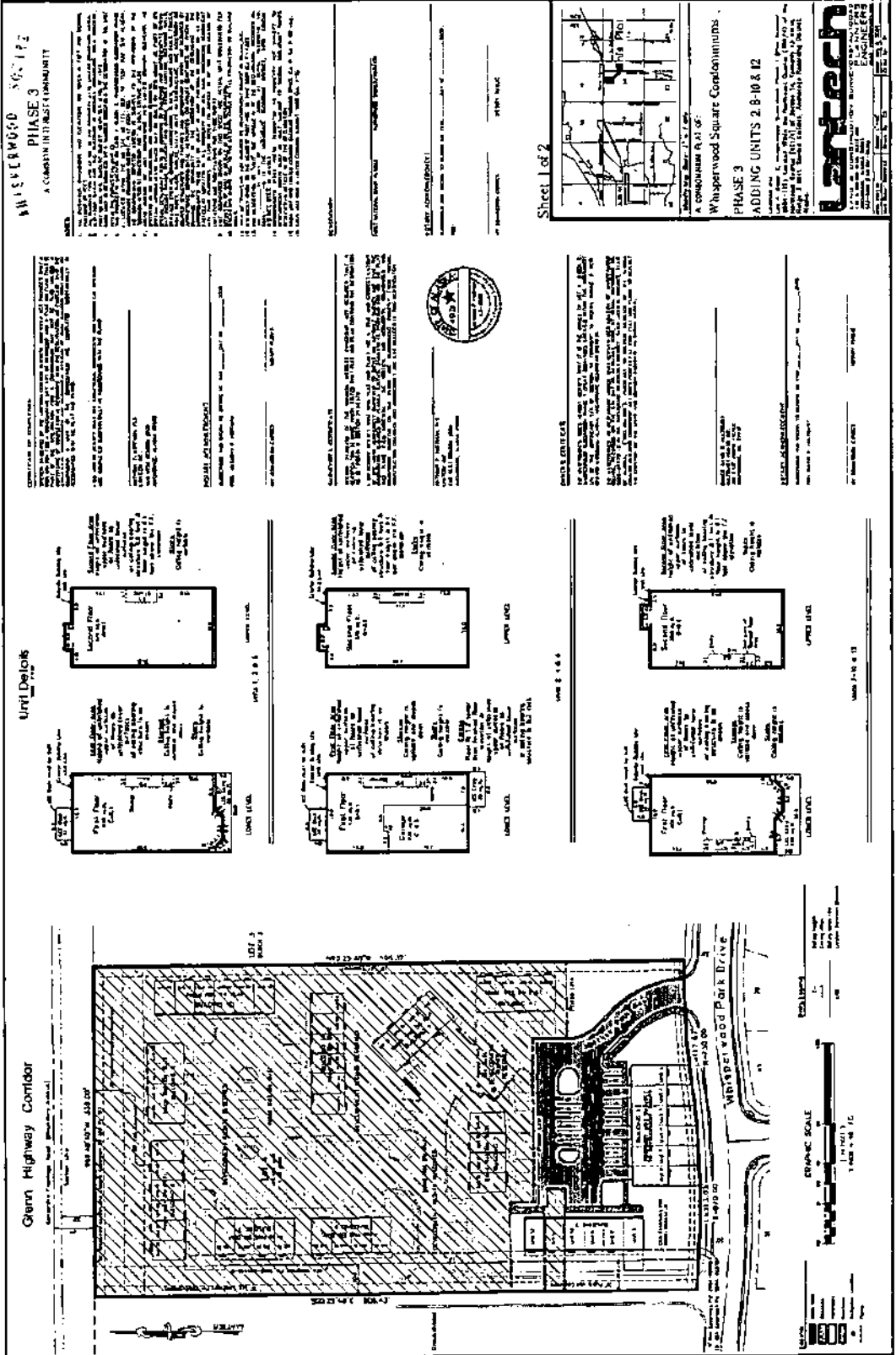


PLAT AND PLANS
(Declaration Schedule A-3)

2009-37
2009-033179-0

ADDING UNITS 2, 8, 9, 10 AND 12
TO
WHISPERWOOD SQUARE



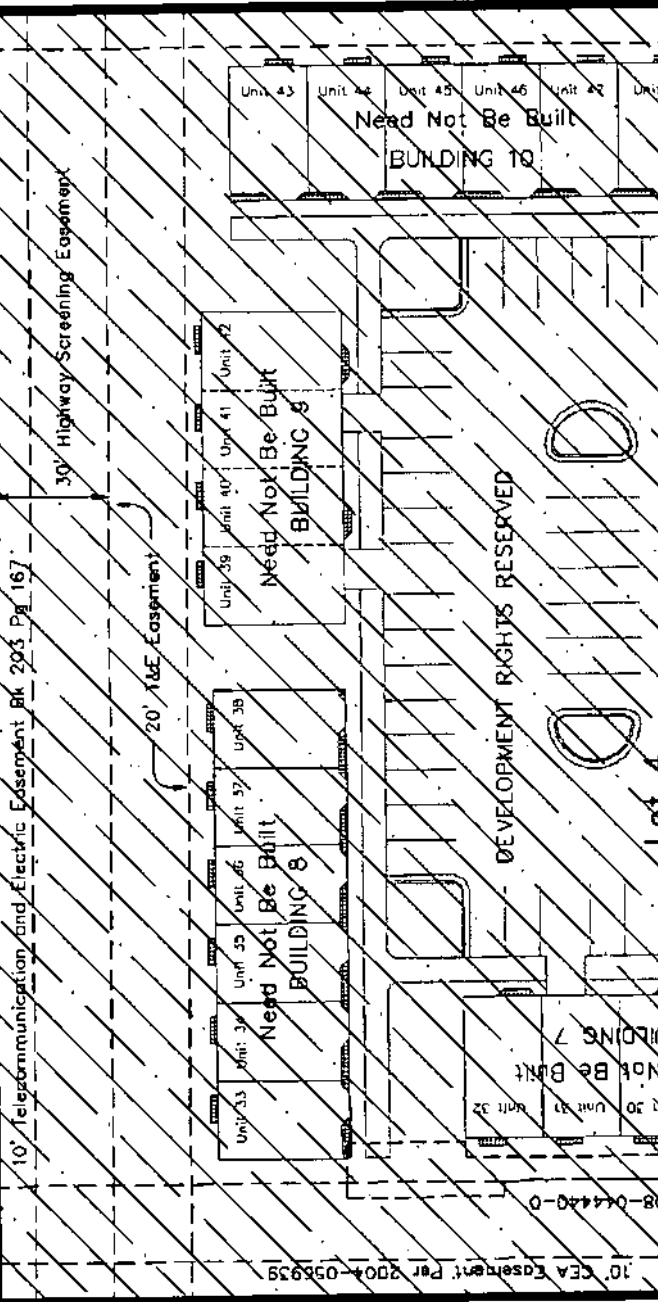


Glenn Highway Corridor

Centerline Frontage Road (Boundary Avenue)

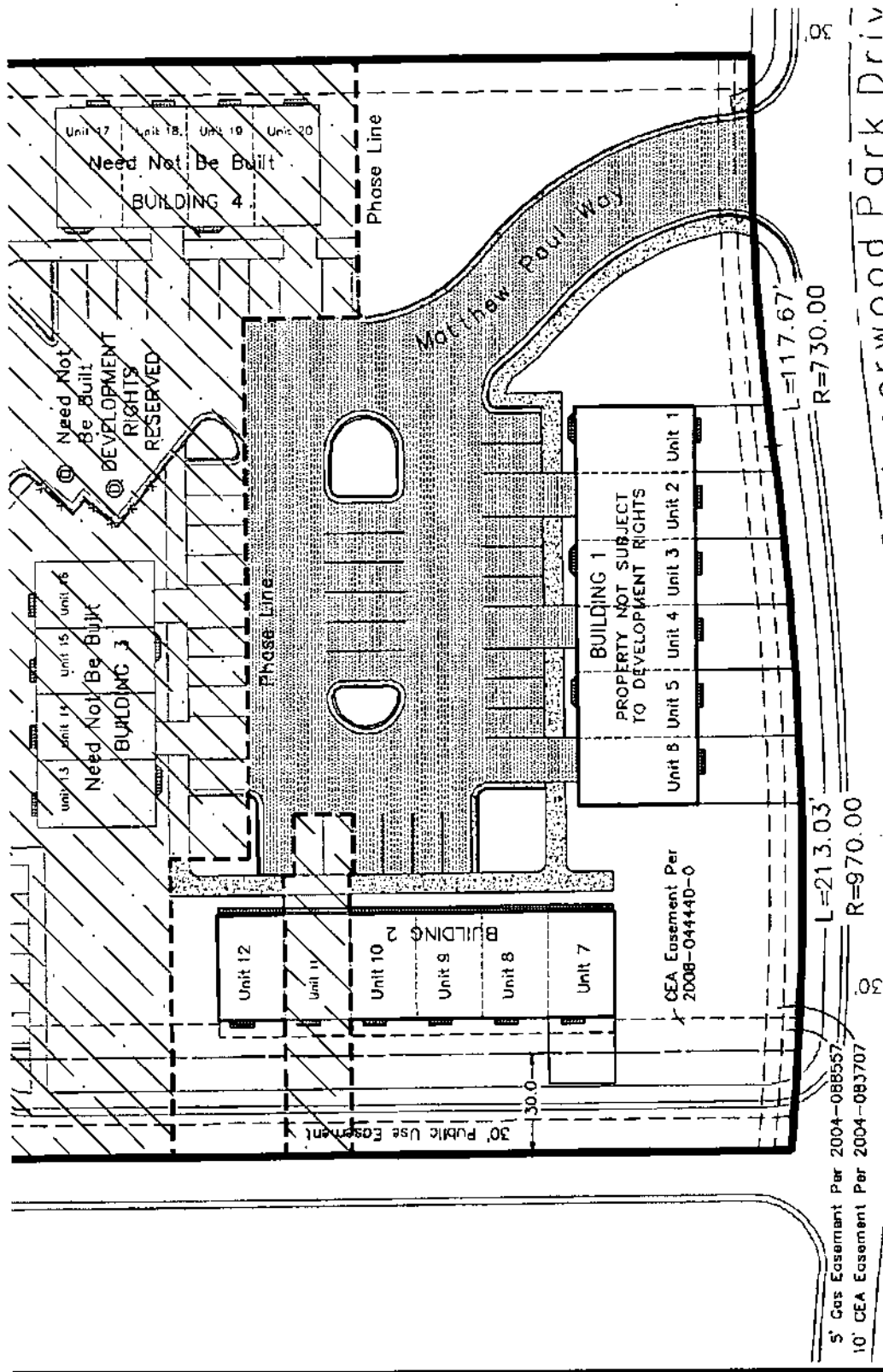
Section Line

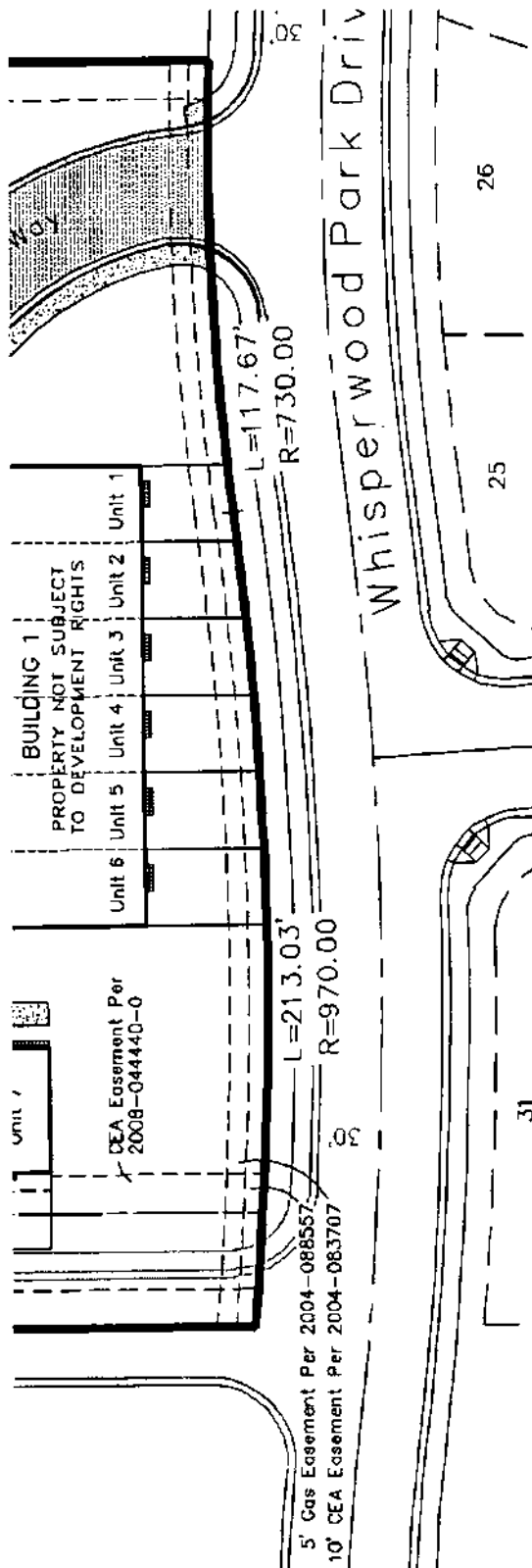
S89°48'40"W 330.00'



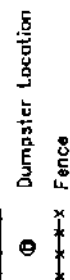
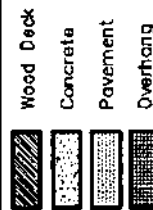
LANTECH



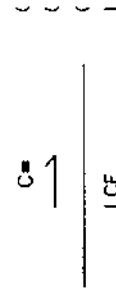




Legend:



Units Legend:



GRAPHIC SCALE



(IN FEET)

1 INCH = 40 FT.



14 of 34

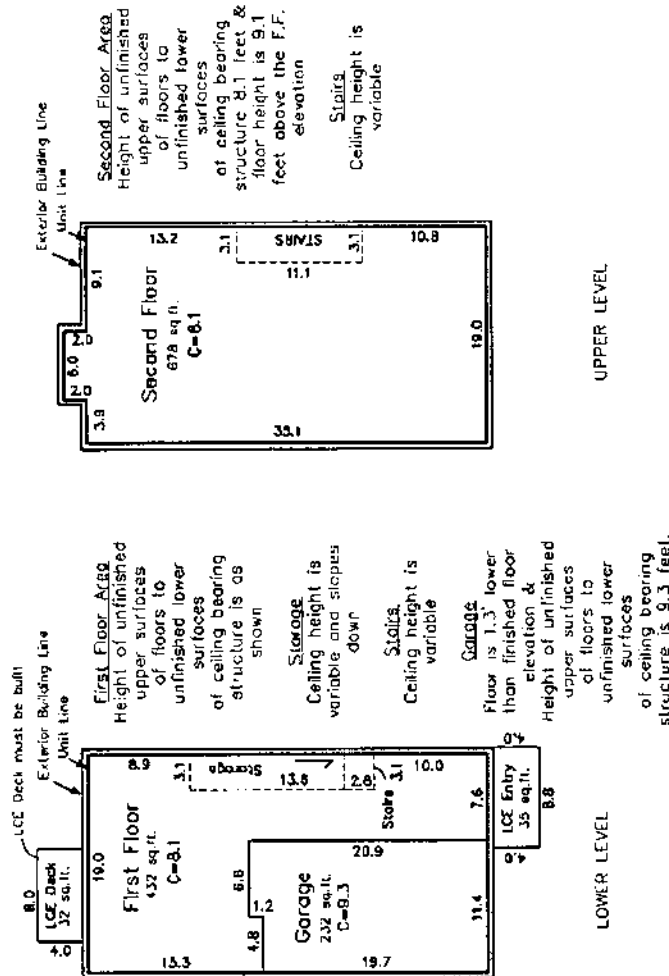
2009-033180-0

LOWER LEVEL

UPPER LEVEL

Units 1, 3 & 5

MY COMMISSION EXPIRES NO



SURVEYOR'S CERTIFICATE

SECTION 34.08170 OF THE COMMON INTEREST CERTIFICATION BE MADE WHICH STATES THAT PLANS AS SET FORTH IN SECTION 34.08170.

I DO HEREBY CERTIFY THAT THIS PLAN AND PLANS OF THE UNITS ACCURATELY SURVEYED TO DEPICT INFORMATION REQUIRED BY ALASKA STATUTE 34. AND PLANS FILED HEREWITH THE VERTICAL DIMENSIONS DEPICTED ON THE PLANS ARE CONSTRUCTION DRAWINGS AND ACCORDINGLY ARE

ANTHONY P. HOFFMAN, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

Units 2, 4 & 6

OWNER'S CERTIFICATE

THE UNDERSIGNED, DOES HEREBY CERTIFY THAT I WHISPERWOOD SUBDIVISION PHASE 1 (PLAT 2004-1/4 OF THE NORTHEAST 1/4 OF SECTION 14, SEWARD MERIDIAN, ALASKA, ANCHORAGE RECORDING



Unit Details

Scale: 1"=10'

CERTIFICATE OF COMPLETION

SECTION 34.08.080 OF THE UNIFORM COMMON INTERESTS ACT, AS AMENDED, MAY NOT BE PART OF THE DECLARATION FOR A CONDOMINIUM. THE DECLARATION FOR A CONDOMINIUM IS A LEGAL INSTRUMENT THAT DESCRIBES THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS OF THE CONDOMINIUM, INCLUDING A UNIT OF THE CONDOMINIUM, IN ACCORDANCE WITH THE PLAT AND PLANS.

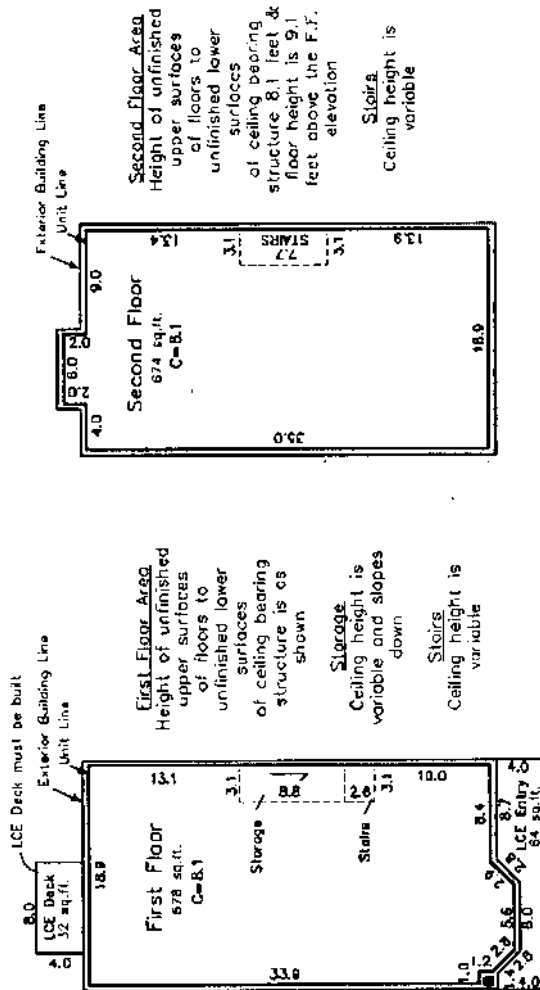
I DO HEREBY CERTIFY THAT THE STRUCTURAL COMPONENTS OF THE CONDOMINIUM ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLAT AND PLANS.

ANTHONY P. HOFFMAN, PLS
LANTech INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____
FOR: ANTHONY P. HOFFMAN

MY COMMISSION EXPIRES _____



LOWER LEVEL

UPPER LEVEL

Units 1, 3 & 5

SURVEYOR'S CERTIFICATE

SECTION 34.08.170 OF THE COMMON INTERESTS ACT, AS AMENDED, MAY NOT BE PART OF THE DECLARATION FOR A CONDOMINIUM. THE DECLARATION FOR A CONDOMINIUM IS A LEGAL INSTRUMENT THAT DESCRIBES THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS OF THE CONDOMINIUM, INCLUDING A UNIT OF THE CONDOMINIUM, IN ACCORDANCE WITH THE PLAT AND PLANS.



16 of 34

2009-033180-0

OWNER'S CERTIFICATE

THE UNDERSIGNED, DOES HEREBY WHISPERWOOD SUBDIVISION PHASE 1/4 OF THE NORTHEAST 1/4 OF SEWARD MERIDIAN, ALASKA, ANCHORAGE

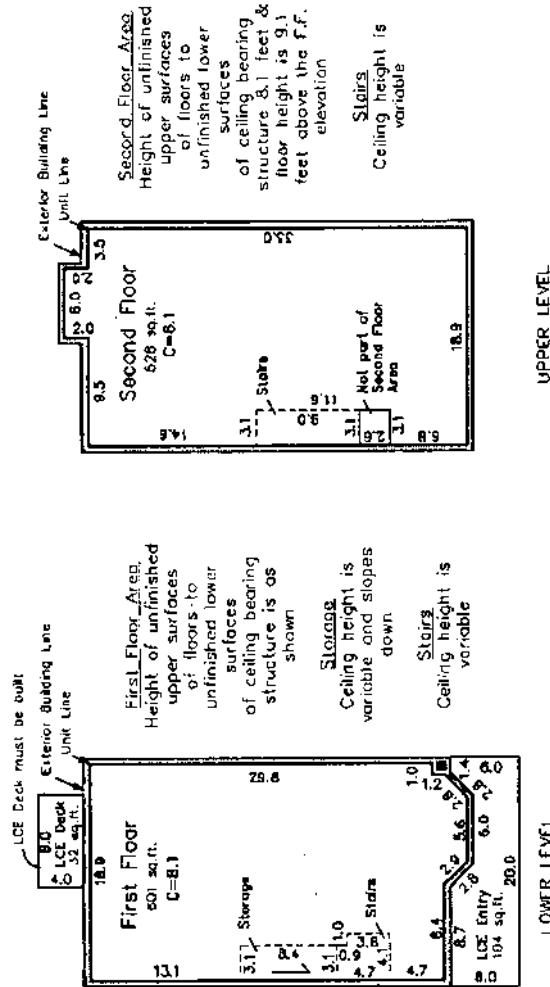
THE UNDERSIGNED AS DECLARANT SQUARE, RECORDED ON THE 0111 2008-007721-0 IN THE ANCHORAGE OF ALASKA, ("DECLARATION") COMMON INTEREST OWNERSHIP ACT THE CREATION OF THE UNITS AND.

OWNER DAVID D. HILTOUST
HILTOUST HOMES INC.
300 WEST 10TH AVENUE
ANCHORAGE, AK 99513

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE FOR: DAVID D. HILTOUST

MY COMMISSION EXPIRES



Ceiling height
Ceiling slope
Ceiling slope line
Limited Common Element



BENEFICIARY:

INTEREST OWNERSHIP ACT REQUIRES THAT A
THAT PLAT AND PLAN CONTAINS THE INFORMATION

AND PLANS ARE A TRUE AND CORRECT LAYOUT
TO DEPICT AN AS-BUILT SURVEY AND THAT THE
ATUTE 34.08.170 IS PROVIDED FOR ON THE PLAT
VERTICAL AND HORIZONTAL BOUNDARIES AND
IS ARE REPRODUCED DIRECTLY FROM ACTUAL
GLY ARE NOT INCLUDED IN THIS CERTIFICATION.

13-09



NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 18th DAY OF May, 2009.
FOR: Shary Tomuro, Vice President, First
National Bank Alaska

Jan. 20, 2010

Shary C. Haller

MY COMMISSION EXPIRES

NOTARY PUBLIC



Sheet 1 of 2



CERTIFICATE OF COMPLETION

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

I DO HEREBY CERTIFY THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS.



5-13-09

ANTHONY P. HOFFMAN, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

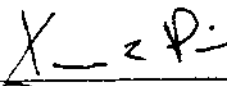
NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 13th DAY OF May 2009.

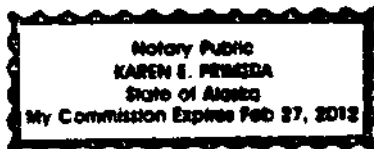
FOR: ANTHONY P. HOFFMAN

2-27-2012

MY COMMISSION EXPIRES



NOTARY PUBLIC



19 of 34

2009-033180-0

SURVEYOR'S CERTIFICATE

BEN

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

I DO HEREBY CERTIFY THAT THIS PLAT AND PLANS ARE A TRUE AND CORRECT LAYOUT OF THE UNITS ACCURATELY SURVEYED TO DEPICT AN AS-BUILT SURVEY AND THAT THE INFORMATION REQUIRED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THE PLAT AND PLANS FILED HEREWITH. THE VERTICAL AND HORIZONTAL BOUNDARIES AND DIMENSIONS DEPICTED ON THE PLANS ARE REPRODUCED DIRECTLY FROM ACTUAL CONSTRUCTION DRAWINGS AND ACCORDINGLY ARE NOT INCLUDED IN THIS CERTIFICATION.

FIRS

Anthony P. Hoffman 5-13-09

ANTHONY P. HOFFMAN, PLS
LANTECH, INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

NOT

SUB:

FOR:



OWNER'S CERTIFICATE

THE UNDERSIGNED, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOT 4, BLOCK 2, WHISPERWOOD SUBDIVISION PHASE 1 (PLAT 2004-122), LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA, ANCHORAGE RECORDING DISTRICT.

THE UNDERSIGNED AS DECLARANT UNDER THAT CERTAIN DECLARATION OF WHISPERWOOD SQUARE, RECORDED ON THE 9TH DAY OF FEBRUARY, 2009, AT SERIAL RECORDING NO. 2009-007721-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AS AMENDED BY AMENDMENT NO. 1 TO THE DECLARATION RECORDED ON THE 3RD DAY OF APRIL, 2009, AT SERIAL NO. 2009-021323-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 2 TO THE DECLARATION RECORDED ON THE ____ DAY OF ____ 2009, AT SERIAL NO. 2009-____-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA. ("DECLARATION"). PURSUANT TO SECTION 34.08.100 OF THE ALASKA COMMON INTEREST OWNERSHIP ACT DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT THE CREATION OF THE UNITS AND COMMON ELEMENTS AS SHOWN HEREIN.

David D. Hultquist

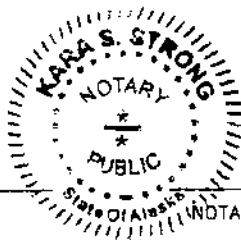
OWNER: DAVID D. HULTQUIST
HULTQUIST HOMES INC.
360 EAST 100TH AVENUE
ANCHORAGE, AK. 99515

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 18TH DAY OF May 2009.
FOR: DAVID D. HULTQUIST

3-18-10

MY COMMISSION EXPIRES



Kara S. Strong

NOTARY PUBLIC



Sheet 1 of 2

OWNER'S CERTIFICATE

THE UNDERSIGNED, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOT 4, BLOCK 2, WHISPERWOOD SUBDIVISION PHASE 1 (PLAT 2004-122), LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA, ANCHORAGE RECORDING DISTRICT.

THE UNDERSIGNED AS DECLARANT UNDER THAT CERTAIN DECLARATION OF WHISPERWOOD SQUARE, RECORDED ON THE 9TH DAY OF FEBRUARY, 2004, AT SERIAL RECORDING NO. 2004-007721-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, ("DECLARATION"), PURSUANT TO SECTION 34.08.100 OF THE ALASKA COMMON INTEREST OWNERSHIP ACT DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT THE CREATION OF THE UNITS AND COMMON ELEMENTS AS SHOWN HEREIN.

Floor Area
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surfaces
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and lower
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right is 9.1
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height is
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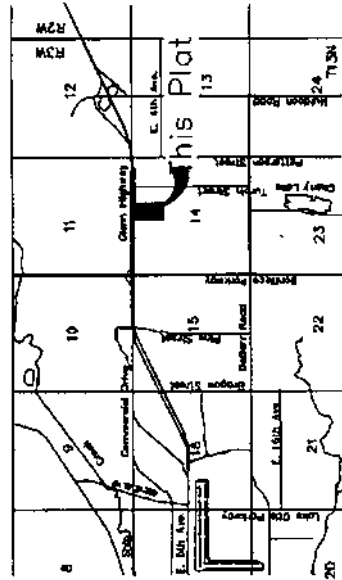
OWNER DAVID D. HILTOUST
HILTOUST HOMES INC.
360 EAST 100TH AVENUE
ANCHORAGE, AK 99515

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2009.
FOR: DAVID D. HILTOUST

MY COMMISSION EXPIRES _____

NOTARY PUBLIC



Vicinity Map Scale: 1" = 1 Mile

A CONDOMINIUM PLAT OF:

Whisperwood Square Condominiums

PHASE 3

ADDING UNITS 2, 8-10 & 12

Located on:
Lot 4, Block 2, Whisperwood Subdivision Phase 1 (Plat Number 2004-122), Located Within the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 14, Township 13 North, Range 3 West, Seward Meridian, Anchorage Recording District, Alaska.

Lantech
LAND & CONSTRUCTION SURVEYORS*AUTOCAD
PLANNERS
ENGINEERS
ANCHORAGE, ALASKA 99503
503-5291 (FAX 503-6426)
email: nate@lantech.com

Order: SW1239 Scale: 1"=40' Date: May 8, 2009 Check By: TH
Work Order: 2007M03 Drawn By: CB



CERTIFICATE OF COMPLETION

SECTION 34.05.090 OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT PROVIDES THAT A DECLARATION FOR A CONDOMINIUM MAY NOT BE RECORDED AND A PLAN OR PLAN THAT IS PART OF THE DECLARATION FOR A CONDOMINIUM MAY NOT BE FILED UNLESS A CERTIFICATE OF COMPLETION IS RECORDED WITH THE DECLARATION AS EVIDENCE THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS OF EACH BUILDING CONTAINING OR COMPRISING A UNIT OF THE CONDOMINIUM ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLAN AND PLANS.

I DO HEREBY CERTIFY THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS.

ANTHONY P. HOFFMAN, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 2009.

FOR: ANTHONY P. HOFFMAN

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

SECTION 34.05.010 OF THE COMMON INTEREST OWNERSHIP ACT REQUIRES THAT A CERTIFICATE BE MADE WHICH STATES THAT PLAN AND PLAN CONTAINS THE INFORMATION

Line

1d Floor Area
of unfinished
er surfaces
ished lower
surfaces
sling bearing
are 8.1 feet &
height is 9.1
above the F.F.
elevation

Stairs
ng height is
variable

Line

g Floor Area
of unfinished
er surfaces
floors to

WHISPERWOOD SQUARE
PHASE 3
A COMMON INTEREST COMMUNITY

NOTES:

1. ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND DECIMAL PORTIONS OF FEET.
2. ALL BUILDING TIES ARE AT 90° TO THE PROPERTY LINES UNLESS OTHERWISE NOTED.
3. ELEVATION DATUM FOR THE BUILDINGS IS GREATER ANCHORAGE AREA BOROUGH, POST QUAD, U.S. GEODETIC SURVEY, MEAN SEA LEVEL OF 1972.
4. EACH UNIT IS DESIGNATED BY A NUMBER INDICATING THE DESIGNATION OF THE UNIT WITHIN THE PROJECT (i.e. UNIT 2).
5. THIS PROJECT IS LOCATED ON LOTS 4, BLOCK 2, WHISPERWOOD SUBDIVISION PHASE 3, ANCHORAGE RECORDING DISTRICT, PLAT 2004-122.
6. THE CONDOMINIUM DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE "COMMON INTEREST OWNERSHIP ACT", ALASKA STATUTE 34.05.
7. AREAS OUTSIDE OF UNIT BOUNDARIES AND LIMITED COMMON ELEMENTS, AS SPECIFIED IN THE DECLARATION, ARE COMMON ELEMENTS.
8. CERTAIN IMPROVEMENTS WHICH MAY BE BUILT BY DECLARANT AS PART OF ITS SPECIAL DECLARANT RIGHTS, IN ADDITION TO BUILDINGS AND IMPROVEMENTS SHOWN, MAY INCLUDE ROADS, PAVEMENT AND CURBS, STREET LIGHTING, RETAINING WALLS, DRAINAGE SYSTEMS, GRADING, LANDSCAPING, PLANTS, SHRUBS AND TREES, FENCES, SIGNS, PIPES, DUCTS, CABLES, UTILITY WAYS, INFRASTRUCTURE, AND ACCESSORY OR RELATED STRUCTURES AND FIXTURES AND IMPROVEMENTS WHICH ARE REQUIRED BY APPROPRIATE GOVERNMENTAL AUTHORITIES OR UTILITY COMPANIES, OR WHICH WILL ENHANCE THE COMMUNITY IN THE DISCRETION OF THE DECLARANT.
9. IMPROVEMENTS "NEED NOT BE BUILT IN ANY PARTICULAR ORDER OR AT ANY PARTICULAR LOCATION IN THE PROPERTY AND WILL HAVE DIMENSIONS CONSISTENT WITH THEIR AND RESPECTIVE RECORDING RIGHTS."
10. UNIT BOUNDARIES SHOWN ON THIS SHEET ARE ACTUAL UNIT BOUNDARIES PER DEFINITION OF UNIT IN ARTICLE IV OF THE DECLARATION.
11. DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
12. AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 33,444 S.F.
13. DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e. 4'-4.07').
14. FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED ON THE _____ DAY OF _____ 2009, AT SERIAL _____ RECORDING NO. 2009-_____, IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
15. IMPROVEMENTS WITHIN AREAS DESIGNATED AS PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS MUST BE BUILT SUBJECT TO SPECIAL DECLARANT RIGHTS RESERVED IN ARTICLE VI OF THE DECLARATION.
16. EACH UNIT HAS LIMITED COMMON ELEMENT PARKING SPACE (i.e. P-3A, P-3B etc).
17. EACH UNIT HAS A LIMITED COMMON ELEMENT YARD (i.e. Y-6).

BENEFICIARY:



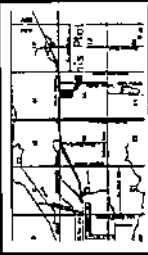
WHISPERWOOD SQUARE
PHASE 3
A CONDOMINIUM IN TRUST (CONDOMINIUM)

UNIT	PLANNING	FINISHES	TOTAL SQ. FT.
101	101	101	101
102	102	102	102
103	103	103	103
104	104	104	104
105	105	105	105
106	106	106	106
107	107	107	107
108	108	108	108
109	109	109	109
110	110	110	110
111	111	111	111
112	112	112	112
113	113	113	113
114	114	114	114
115	115	115	115
116	116	116	116
117	117	117	117
118	118	118	118
119	119	119	119
120	120	120	120
121	121	121	121
122	122	122	122
123	123	123	123
124	124	124	124
125	125	125	125
126	126	126	126
127	127	127	127
128	128	128	128
129	129	129	129
130	130	130	130
131	131	131	131
132	132	132	132
133	133	133	133
134	134	134	134
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136	136	136	136
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138	138	138	138
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147	147	147	147
148	148	148	148
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151	151	151	151
152	152	152	152
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158	158	158	158
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163	163	163	163
164	164	164	164
165	165	165	165
166	166	166	166
167	167	167	167
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172	172	172	172
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190	190	190	190
191	191	191	191
192	192	192	192
193	193	193	193
194	194	194	194
195	195	195	195
196	196	196	196
197	197	197	197
198	198	198	198
199	199	199	199
200	200	200	200

1. UNITS ARE TO BE CONSTRUCTED AND FINISHED AS SHOWN AND ARE TO BE CONVEYED TO THE BUYER AS SHOWN.



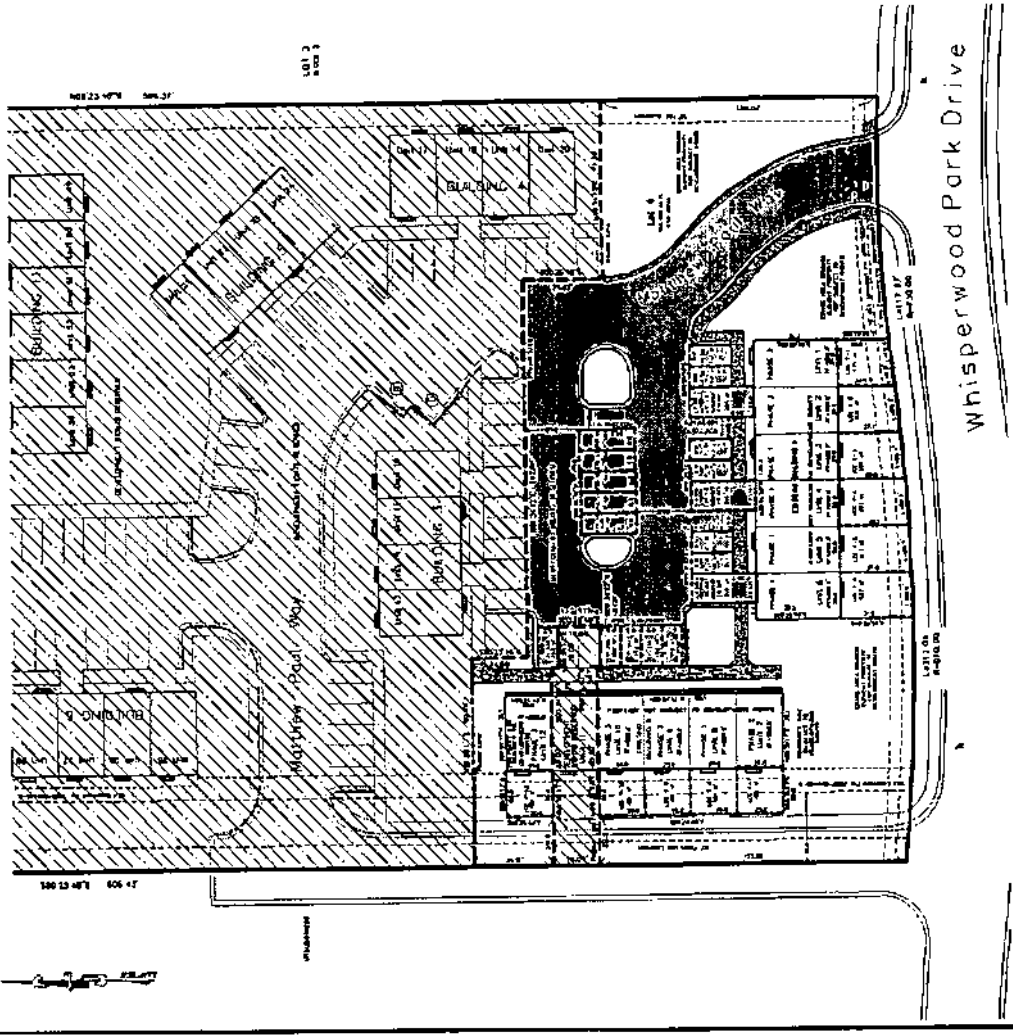
Sheet 2 of 2

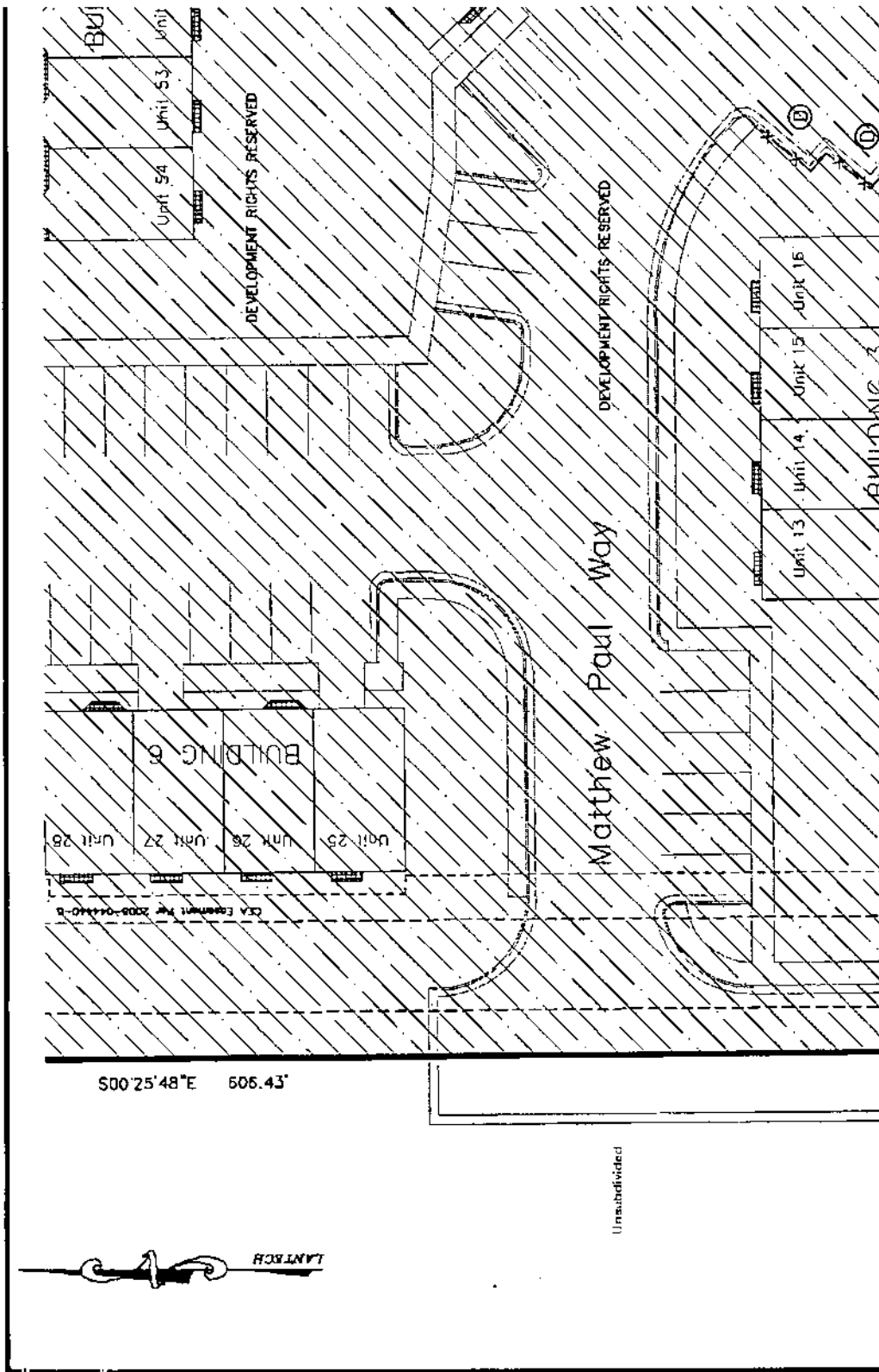


CONDOMINIUM PLAN SET
Whisperwood Square Condominiums
PHASE 3
ADDING UNITS 2, 8, 10 & 12

DATE: 10/15/09
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

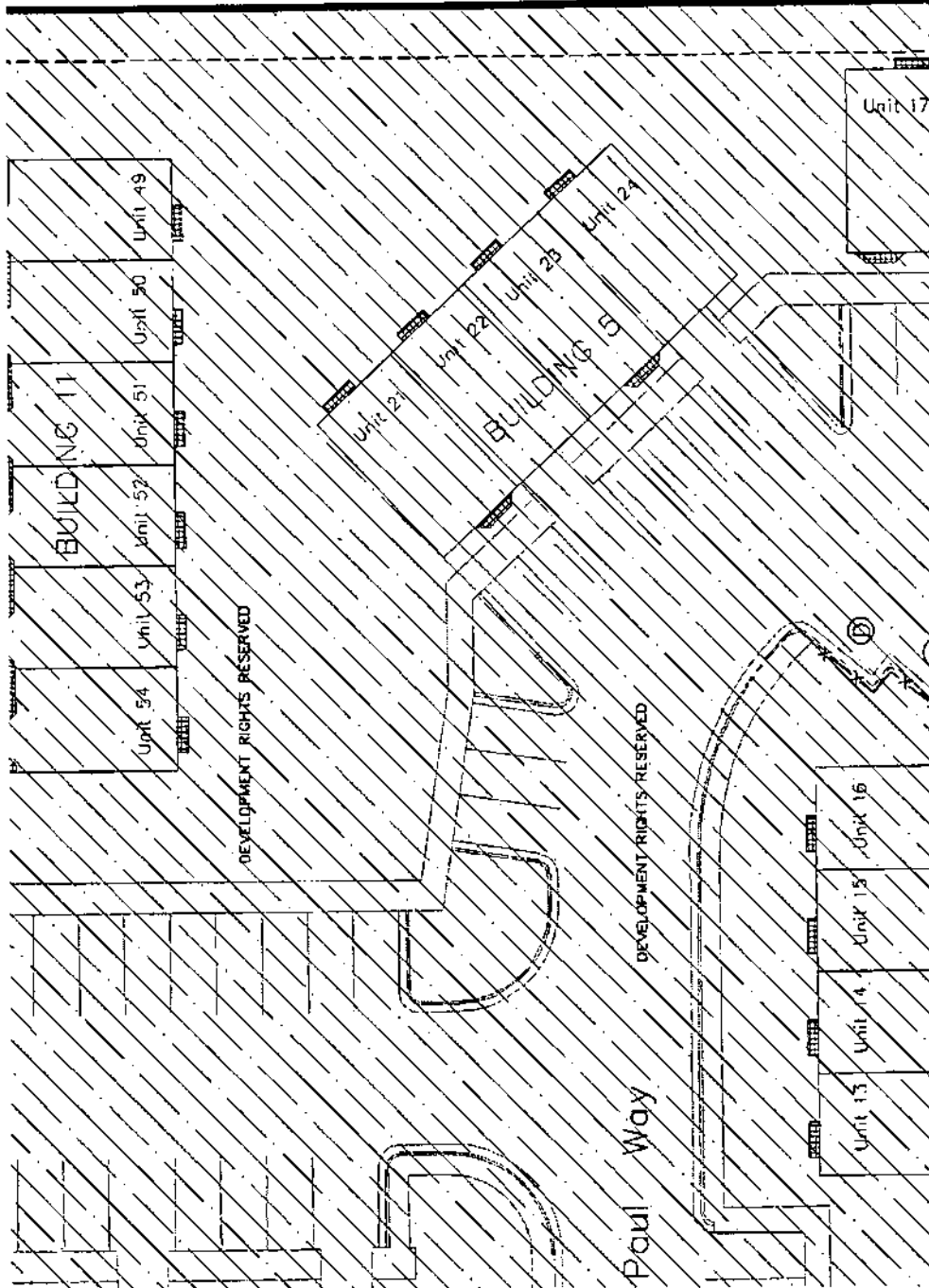
Lattech
LATTECH ENGINEERS
10000 W. 10TH AVE. SUITE 100
DENVER, CO 80202
TEL: 303.733.1100
WWW.LATTECH-ENGINEERS.COM





N00°25'48"W 596.37'

LOT 3
BLOCK 2



WHISPERWOOD SQUARE
PHASE 3
A COMMON INTEREST COMMUNITY

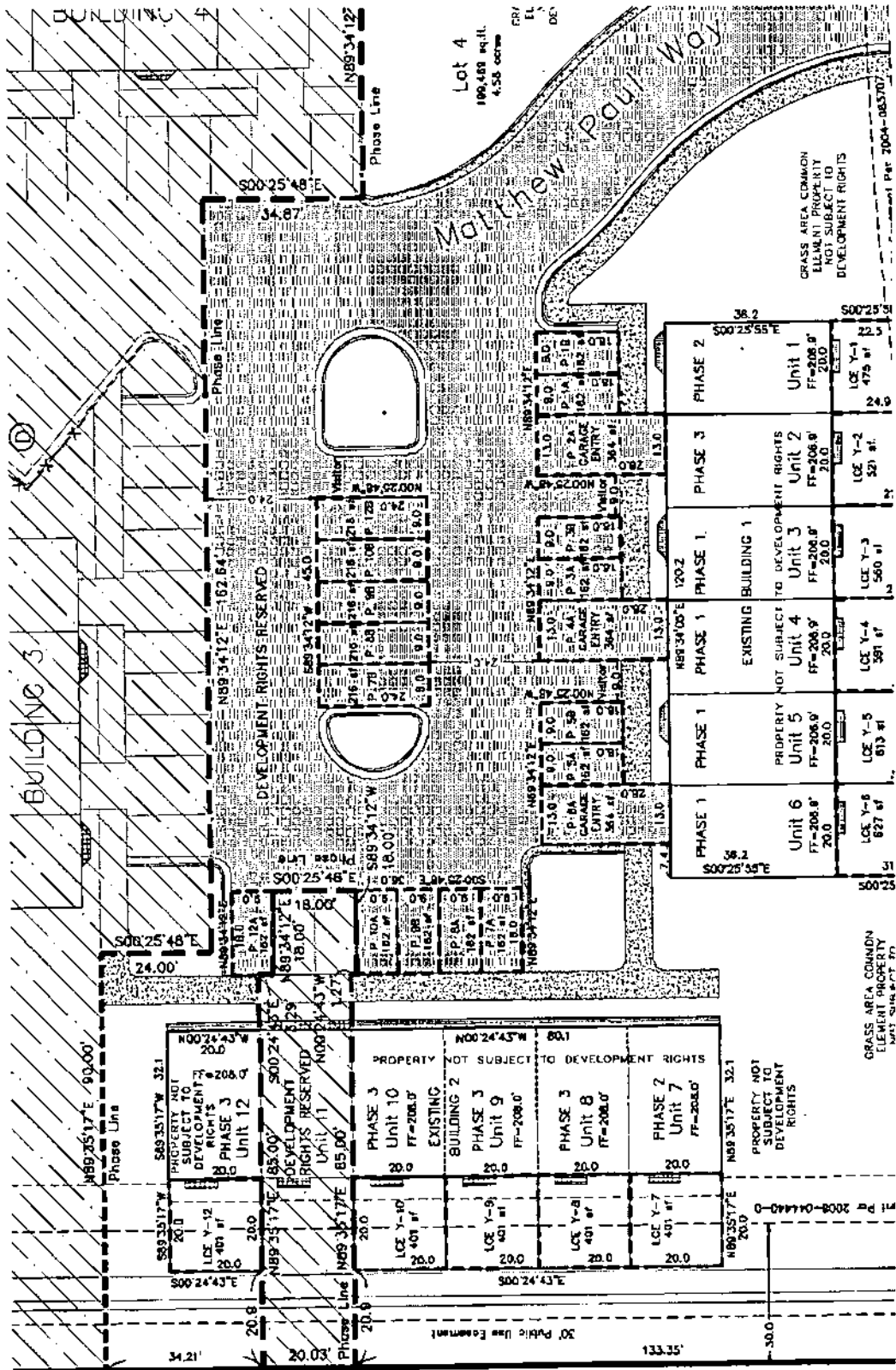
Unit Numbers	Finished Floor Elevations	Addresses	Total LCE Area *
UNIT 1	206.9'	198 Matthew Paul Way	863 s.f.
UNIT 2	206.9'	198 Matthew Paul Way	920 s.f.
UNIT 3	205.9'	194 Matthew Paul Way	848 s.f.
UNIT 4	206.9'	192 Matthew Paul Way	990 s.f.
UNIT 5	206.9'	190 Matthew Paul Way	1001 s.f.
UNIT 6	206.9'	188 Matthew Paul Way	1026 s.f.
UNIT 7	208.0'	186 Matthew Paul Way	883 s.f.
UNIT 8	208.0'	184 Matthew Paul Way	883 s.f.
UNIT 9	208.0'	182 Matthew Paul Way	883 s.f.
UNIT 10	208.0'	180 Matthew Paul Way	883 s.f.
UNIT 12	208.0'	178 Matthew Paul Way	883 s.f.

* TOTAL LCE AREA INCLUDES LCE PARKING, LCE YARD, AND LCE ENTRANCE OF THE UNIT. THE LCE REAR DECK IS NOT INCLUDED

LOT 3
BLOCK 2

N00°25'48"W 596.37'





10' TIE EQUIPMENT
20.001

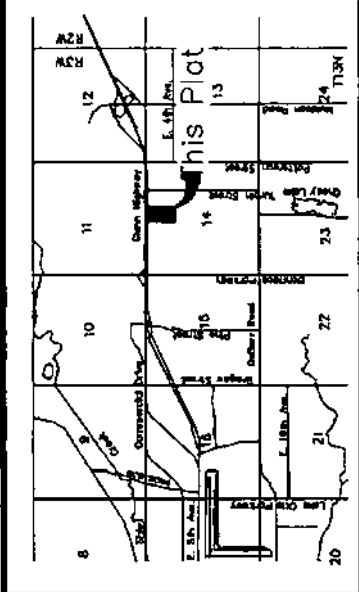
Drive



- Legend:
- Wood Deck
 - Concrete
 - Pavement
 - Overhang
 - Dumpster Location
 - Fence

Notes:

1. RIGHT OF WAY EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF, GRANTED TO CHUGACH ELECTRIC ASSOCIATION, INC. AND ITS ASSIGNS AND/OR SUCCESSORS IN INTEREST, TO CONSTRUCT, OPERATE AND MAINTAIN AN ELECTRIC TRANSMISSION LINE OR FACILITY, AS SHOWN HEREON, AND A BLANKET EASEMENT, RECORDED AUGUST 2, 2003, BOOK 73, PAGE 89, IS A BLANKET EASEMENT THAT AFFECTS LOT 4, AND IS NOT PLOTTED HEREON.
2. RESERVATION OF ALL MINERALS AND MINERAL RIGHTS TOGETHER WITH THE RIGHT TO REMOVE SAME BELOW A DISTANCE OF 250 FEET BELOW THE SURFACE WITHOUT DAMAGING OR DISTURBING THE SURFACE OR SURFACE IMPROVEMENTS, AS RESERVED IN WARRANTY DEED, RECORDED DECEMBER 3, 2003, AS INSTRUMENT NO. 2003-125834-0, AFFECTS LOT 4, AND IS NOT PLOTTED HEREON.
3. SANITARY SEWER MAIN EXTENSION AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, BY AND BETWEEN THE MUNICIPALITY OF ANCHORAGE AND RAVEN DEVELOPMENT, INC., AUGUST 17, 2004, AS INSTRUMENT NO. 2004-01707-0, AS INSTRUMENT NO. 2005-033820-0, AFFECTS THIS PROPERTY, AND IS NOT PLOTTED HEREON.
4. WATER MAIN EXTENSION AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, BY AND BETWEEN THE MUNICIPALITY OF ANCHORAGE AND WHITE RAVEN DEVELOPMENT, INC., RECORDED FEBRUARY 24, 2004, AS INSTRUMENT NO. 2004-01707-0 AND AMENDED BY INSTRUMENT RECORDED MAY 23, 2005, AS INSTRUMENT NO. 2005-033820-0, AFFECTS THIS PROPERTY, AND IS NOT PLOTTED HEREON.
5. A BLANKET EASEMENT FOR NATURAL GAS PIPELINES AND APPURTENANCES THEREON GRANTED TO EXSTAR NATURAL GAS COMPANY, A DIVISION OF EXSTAR ENERGY, INC., RECORDED AUGUST 18, 2008, AS INSTRUMENT NO. 2008-047342-0.



Neatly Map Scale: 1" = 1 Mile

A CONDOMINIUM PLAT OF:

Whisperwood Square Condominiums

PHASE 3

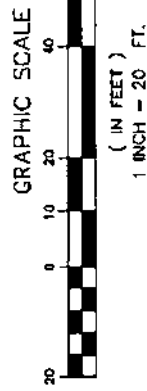
ADDING UNITS 2, 8-10 & 12

Located on:
Lot 4, Block 2, Whisperwood Subdivision Phase 1 (Plot Number 2004-122), Located Within the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 14, Township 13 North, Range 3 West, Seward Meridian, Anchorage Recording District, Alaska.

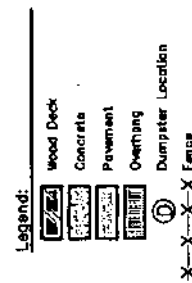


LAND & CONSTRUCTION SURVEYORS-AUTOCAD
PLANNERS
ENGINEERS
440 W BENSON BLVD, SUITE 200
ANCHORAGE, ALASKA 99503
907-521-5211 (FAX 907-6626)

Drawn By: 18
Check By: TH
Scale: 1"=20'
Date: May 8, 2009

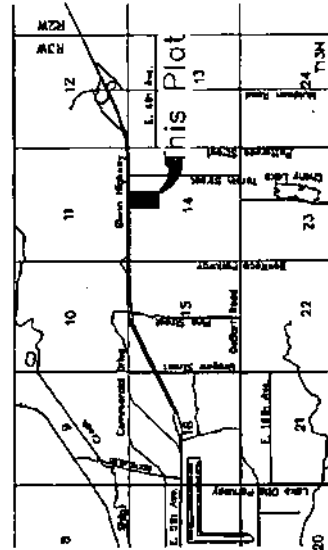


Sheet 2 of 2



Notes:

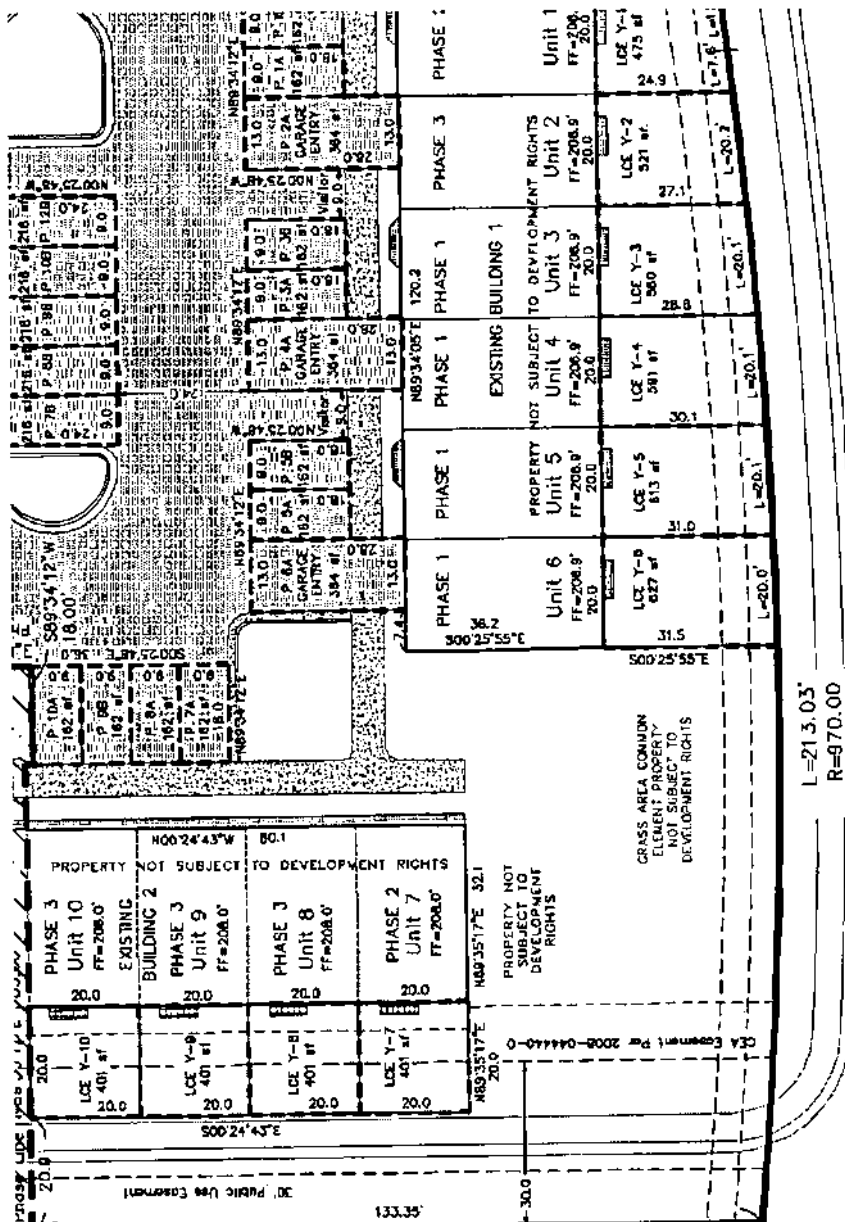
1. RIGHT OF WAY EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF, GRANTED TO CHUGACH ELECTRIC ASSOCIATION, INC. AND ITS ASSIGNS AND/OR SUCCESSORS IN INTEREST, TO CONSTRUCT, OPERATE AND MAINTAIN AN ELECTRIC TRANSMISSION AND/OR TELEPHONE DISTRIBUTION LINE OR



Vicinity Map Scale: 1" = 1 Mile

A CONDOMINIUM PLAT OF:

Whisperwood Square Condominiums



Whisk

30

L=213.03'
R=970.00



CU
A
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A
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K
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2009-038442-0

Recording Dist: 301 - Anchorage
6/9/2009 2:31 PM Pages: 1 of 38



AMENDMENT NO. 3 TO DECLARATION

OF

WHISPERWOOD SQUARE

EXERCISING DEVELOPMENT RIGHTS

ADDING UNITS 11 AND 13 THROUGH 16

AFTER RECORDATION RETURN TO:

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

AMENDMENT NO. 3 TO
DECLARATION
OF
WHISPERWOOD SQUARE
EXERCISING DEVELOPMENT RIGHTS
ADDING UNITS 11 AND 13 THROUGH 16

Hultquist Homes, Inc., an Alaska corporation, with an office at 351 E. 104th Avenue, Suite 100, Anchorage, Alaska 99515, "Declarant" under that certain Declaration for Whisperwood Square, recorded on the 9th day of February, 2009, at Serial No. 2009-007721-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 1 to the Declaration recorded on the 3rd day of April, 2009, at Serial No. 2009-021323-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 2 to the Declaration recorded on the 19th day of May, 2009, at Serial No. 2009-033180-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, ("Declaration") pursuant to Section 34.08.180 of the Alaska Uniform Common Interest Ownership Act, and pursuant to reservations of Development Rights reserved pursuant to Section 34.08.130(a) (8) of the Act and Article VII of the Declaration, does hereby amend the Declaration and does hereby declare:

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

ARTICLE II. Schedule A-2, Table of Interests, attached hereto, adding five (5) units being Units 11 and 13 through 16, together with their appurtenant Limited Common Elements, and interests is substituted for the current Schedule A-2 of the Declaration which is declared null and void.

ARTICLE III. Schedule A-3, Plat, attached hereto and filed under Plat No. 2009-45, supplements the current Schedule A-3 of the Declaration as filed under Plat No. 2009-37, by reflecting the addition Units 11 and 13 through 16 and Limited Common Elements on that portion of the Property shown on the Plat as "Property Not Subject to Development Rights."

ARTICLE IV. Development rights reserved in the Declaration within that portion of the Property, shown on Plat No. 2009-45, Anchorage Recording District, Third Judicial District, State of Alaska as "Development Rights Reserved" are hereby declared terminated. Limited Common Elements depicted on Schedule A-3 hereto are hereby assigned as appurtenant to the Units indicated. Those Limited Common Elements described in Article V and



not otherwise depicted on Schedule A-3 hereto are hereby assigned to their appurtenant Units as applicable.

ARTICLE IV. All other terms and conditions of the Declaration remain the same.

Signed, Sealed and Delivered
in the Presence of:

HULTQUIST HOMES, INC.

By: David Hultquist
David Hultquist
Its: President

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

)
) ss. See notarial certificate below
)

THIS IS TO CERTIFY that on this 8th day of June, 2009, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **DAVID HULTQUIST**, to me known and known to me to be the **PRESIDENT OF HULTQUIST HOMES, INC.**, acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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

ACKNOWLEDGMENT



State of Alaska
County of Anchorage - 3rd Judicial District

On June 8, 2009 David Hultquist
personally appeared before me,

X who is personally known to me

whose identity I proved on the basis of _____

whose identity I proved on the oath/affirmation of _____
a credible witness

to be the signer of the above document, and he/she acknowledged that he/she signed it.

Kara S. Strong
Notary Signature
My Commission Expires: 3-18-10

Place Notary Seal Above this line and do not encroach
into 1" margin perimeters

AMENDMENT NO. 3 TO
DECLARATION OF WHISPERWOOD SQUARE
1409110VAM13

Page 3



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2009-038442-0

APPROVAL OF LENDER

The undersigned, beneficiary under Deed of Trust recorded on the 24th day of November, 2008 under Serial Number 2008-064845-0, in the Anchorage Recording District, Third Judicial District, State of Alaska, approves the foregoing Declaration of Whisperwood Square, and the undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under said Deed of Trust shall not render void or otherwise impair the validity of the Amendment No. 3 to the Declaration and the covenants running with the land described in the Declaration.

DATED this 8th day of JUNE, 2009.

FIRST NATIONAL BANK ALASKA

By: [Signature]
Stacy Tomuro
Its: Vice President

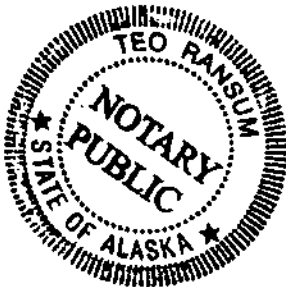
STATE OF ALASKA

THIRD JUDICIAL DISTRICT

)
) ss.
)

THIS IS TO CERTIFY that on this _____ day of _____, 2009, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **STACY TOMURO**, to me known and known to me to be the **VICE PRESIDENT OF FIRST NATIONAL BANK ALASKA**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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



[Signature]
Notary Public in and for Alaska
My Commission Expires: April 12, 2011

Place Notary Seal Above this line and do not encroach into 1" margin perimeters.

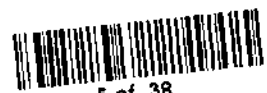
AMENDMENT NO. 3 TO
DECLARATION OF WHISPERWOOD SQUARE
11409110VAM13

Page 4

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2009-038442-0

DESCRIPTION OF COMMON INTEREST COMMUNITY

(Declaration Schedule A-1)



SCHEDULE A-1

DESCRIPTION OF COMMON INTEREST COMMUNITY

PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS

That portion of Lot 4, Block 2, WHISPERWOOD SUBDIVISION – PHASE 1, according to the official plat thereof, filed under Plat No. 2004-122 records of the Anchorage Recording District, State of Alaska, shown on the Plat as “Property Not Subject to Development Rights.”

PROPERTY SUBJECT TO DEVELOPMENT RIGHTS

That portion of Lot 4, Block 2, WHISPERWOOD SUBDIVISION – PHASE 1, according to the official plat thereof, filed under Plat No. 2004-122 records of the Anchorage Recording District, State of Alaska, shown on the Plat as “Development Rights Reserved.”

ENCUMBRANCES AFFECTING THE COMMON INTEREST COMMUNITY

1. Reservations and exceptions as contained in the U.S. Patent.
2. Taxes and assessments, if any, due the Municipality of Anchorage.
3. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 2nd day of August 1952 in Book 78, Page 56 (Blanket Easement).
4. Right of Way Easement, including terms and provisions thereof, granted to CITY OF ANCHORAGE., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 17th day of June, 1971 in Miscellaneous Book 203, Page 167 (Blanket Easement).

5. Notice of Zoning Action, including the terms and provisions thereof, recorded on the 12th day of January, 1002 in Book 3752, Page 265.
6. Reservation of all oil, gas and mineral rights together with the right to remove same below a distance of 250 feet below the surface without damaging or disturbing the surface or surface improvements as reserved in an instrument recorded on the 3rd day of December 2003, Instrument No. 2008-125834-0.
7. Sanitary Sewer Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded on the 24th day of February, 2004, under Instrument No. 2004-011706-0 and amended by instrument recorded on the 23rd day of May, 2005 under Instrument No. 2005-033821-0.
8. Water Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded on the 24th day of February, 2004, under Instrument No. 2004-011707-0 and amended by instrument recorded on the 23rd day of May, 2005 under Instrument No. 2005-033820-0.
9. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 2nd day of August 2004 under Instrument No. 2004-056939-0 (Affects the West 10 feet of said lot and other property).
10. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 4th day of November, 2004 under Instrument No. 2004-083707-0 (Affects the Southerly 10 feet of said lot and other property).
11. Easement for natural gas pipelines and appurtenances thereto granted to ENSTAR Natural Gas Company, recorded November 29, 2004, Instrument No. 2004-088557-0. (Affects: the South 5 feet of said Lot and other property)



SCHEDULE A-2

TABLE OF INTERESTS

Building No. and Unit No. <u>Building</u> <u>No. 1</u>	Street Address	Percentage Share of Common Elements	Percentage Share of Common Elements	Vote in the Affairs of the Assoc.	Limited Common Element Parking Space* (P) Yard (Y) and Deck (D) Entry (E)
1	198 Matthew Paul Way	6.250%	6.250%	1	P-1A & P-1B/Y-1/D-1/E-1
2	196 Matthew Paul Way	6.250%	6.250%	1	P-2A/Y-2/D-2/E-2
3	194 Matthew Paul Way	6.250%	6.250%	1	P-3A & P-3B/Y-3/D-3/E-3
4	192 Matthew Paul Way	6.250%	6.250%	1	P-4A/Y-4/D-4/E-4
5	190 Matthew Paul Way	6.250%	6.250%	1	P-5A & P-5B/Y-5/D-5/E-5
6	188 Matthew Paul Way	6.250%	6.250%	1	P-6A/Y-6/D-6/E-6
<u>Building</u> <u>No. 2</u>					
7	186 Matthew Paul Way	6.250%	6.250%	1	P-7A & P-7B/Y-7/D-7/E-7
8	184 Matthew Paul Way	6.250%	6.250%	1	P-8A & P-8B/Y-8/D-8/E-8
9	182 Matthew Paul Way	6.250%	6.250%	1	P-9A & P-9B/Y-9/D-9/E-9
10	180 Matthew Paul Way	6.250%	6.250%	1	P-10A & P-10B/Y-10/D-10/E-10
11	178 Matthew Paul Way	6.250%	6.250%	1	P-11A & P-11B/Y-11/D-11/E-11
12	176 Matthew Paul Way	6.250%	6.250%	1	P-12A & P-12B/Y-12/D-12/E-12
<u>Building</u> <u>No. 3</u>					
13	174 Matthew Paul Way	6.250%	6.250%	1	P-13A & P-13B/Y-13/D-13/E-13
14	172 Matthew Paul Way	6.250%	6.250%	1	P-14A/Y-14/D-14/E-14
15	170 Matthew Paul Way	6.250%	6.250%	1	P-15A & P-15B/Y-15/D-15/E-15
16	168 Matthew Paul Way	6.250%	6.250%	1	P-16A/Y-16/D-16/E-16
TOTALS		100.00%	100.00%	16	

PLAT AND PLANS
(Declaration Schedule A-3)

2009 - 45

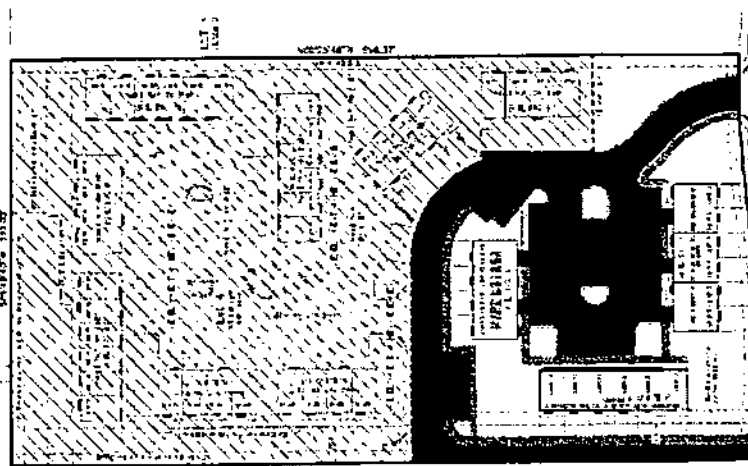
2009 - 038441 - 0

ADDING UNITS 11 AND 13 THROUGH 16
TO
WHISPERWOOD SQUARE

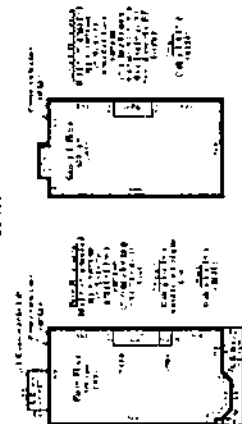


Glenn Highway Corridor

2009-03-10 11:00 AM



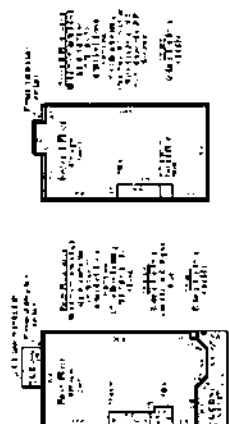
Unit Details



Unit 101
1,010 sq. ft.
1 Bed, 1 Bath
Living Room, Kitchen, Dining Room, Master Bedroom, Bedroom, Bathroom, Hallway, Entry, Living Room, Kitchen, Dining Room, Master Bedroom, Bedroom, Bathroom, Hallway, Entry



Unit 102
1,010 sq. ft.
1 Bed, 1 Bath
Living Room, Kitchen, Dining Room, Master Bedroom, Bedroom, Bathroom, Hallway, Entry, Living Room, Kitchen, Dining Room, Master Bedroom, Bedroom, Bathroom, Hallway, Entry



Unit 103
1,010 sq. ft.
1 Bed, 1 Bath
Living Room, Kitchen, Dining Room, Master Bedroom, Bedroom, Bathroom, Hallway, Entry, Living Room, Kitchen, Dining Room, Master Bedroom, Bedroom, Bathroom, Hallway, Entry

WHISPERWOOD SQUARE
PHASE 4
A COMMON INTEREST COMMUNITY

THIS DOCUMENT IS A PRELIMINARY PLAT AND IS NOT TO BE USED FOR CONSTRUCTION OR RECORDING PURPOSES. IT IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

UNIT 101
1,010 sq. ft.
1 Bed, 1 Bath
Living Room, Kitchen, Dining Room, Master Bedroom, Bedroom, Bathroom, Hallway, Entry, Living Room, Kitchen, Dining Room, Master Bedroom, Bedroom, Bathroom, Hallway, Entry

Sheet 1 of 2



Whisperwood Square Condominiums
PHASE 4
ADDING UNITS 11, 13 & 16

THIS DOCUMENT IS A PRELIMINARY PLAT AND IS NOT TO BE USED FOR CONSTRUCTION OR RECORDING PURPOSES. IT IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

Lantech



Glenn Highway Corridor

Centerline Frontage Road (Boundary Avenue)

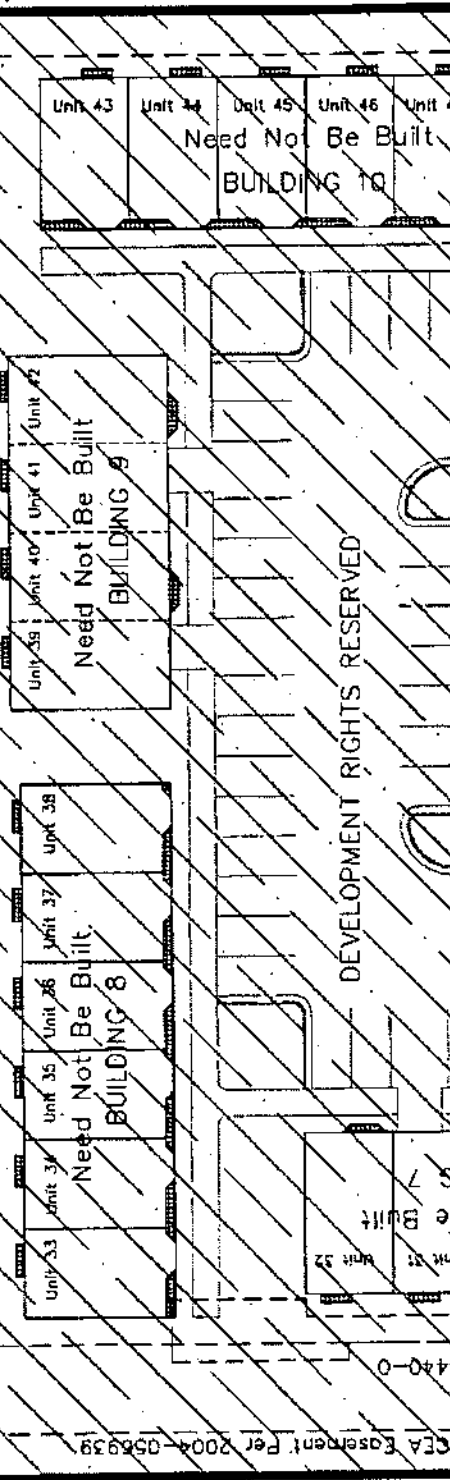
Section Line

S89°48'40"W 330.00'

10' Telecommunication and Electric Easement Bk 203 Pg 167

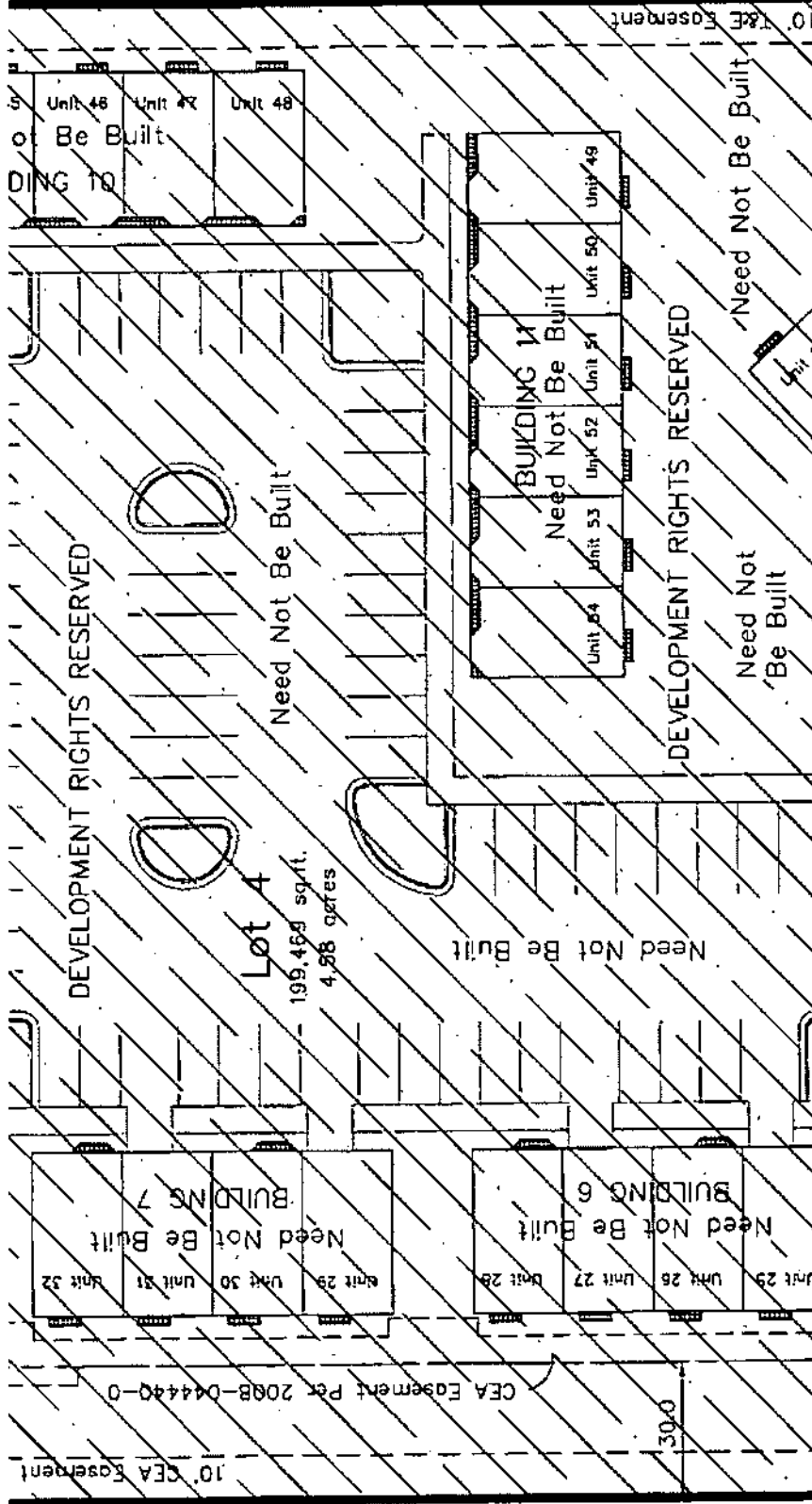
30' Highway Screening Easement

20' T&E Easement



LO
BLO

N00°25'48"W 59



S00°25'48"E 606.43

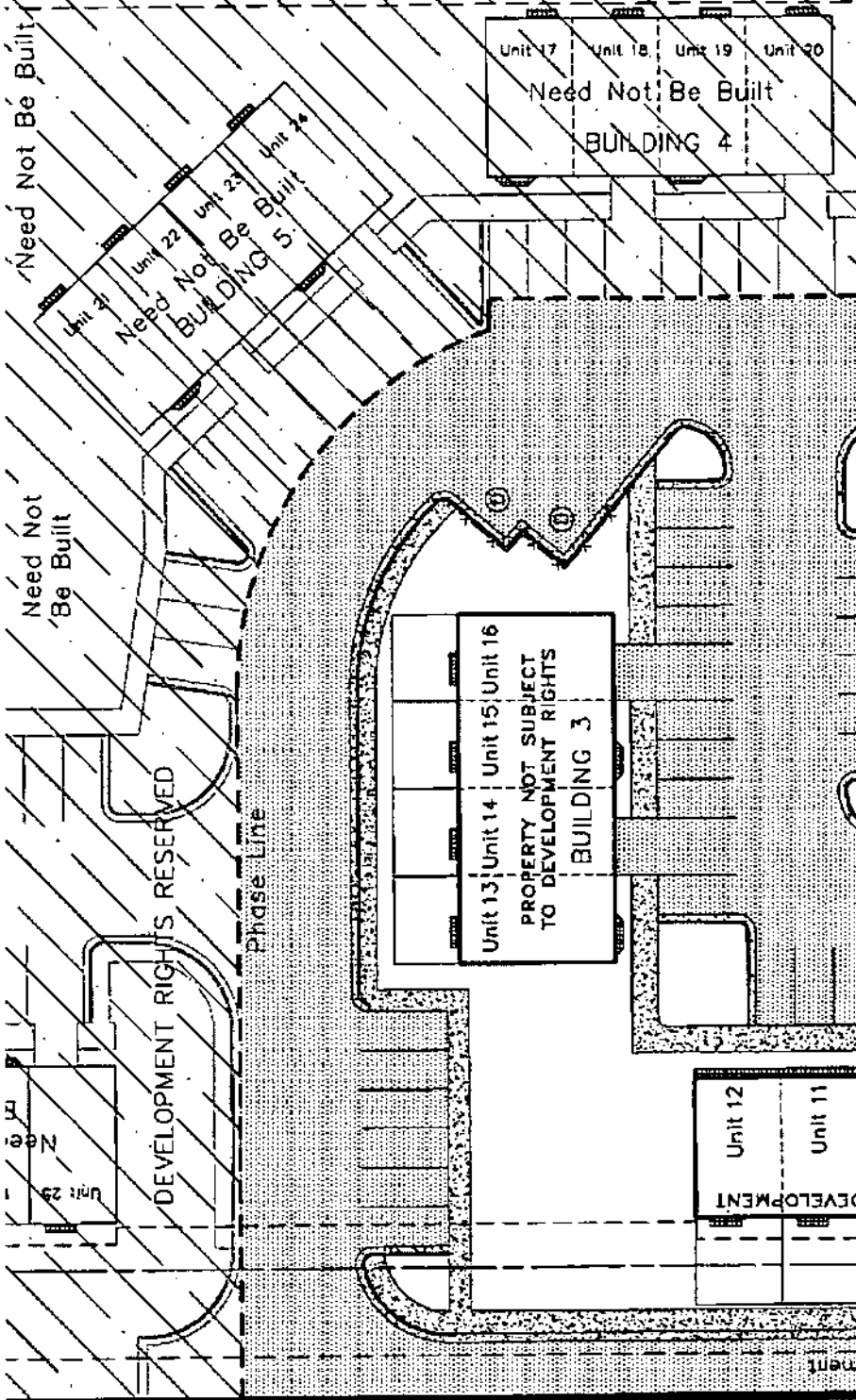


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2009-038442-0

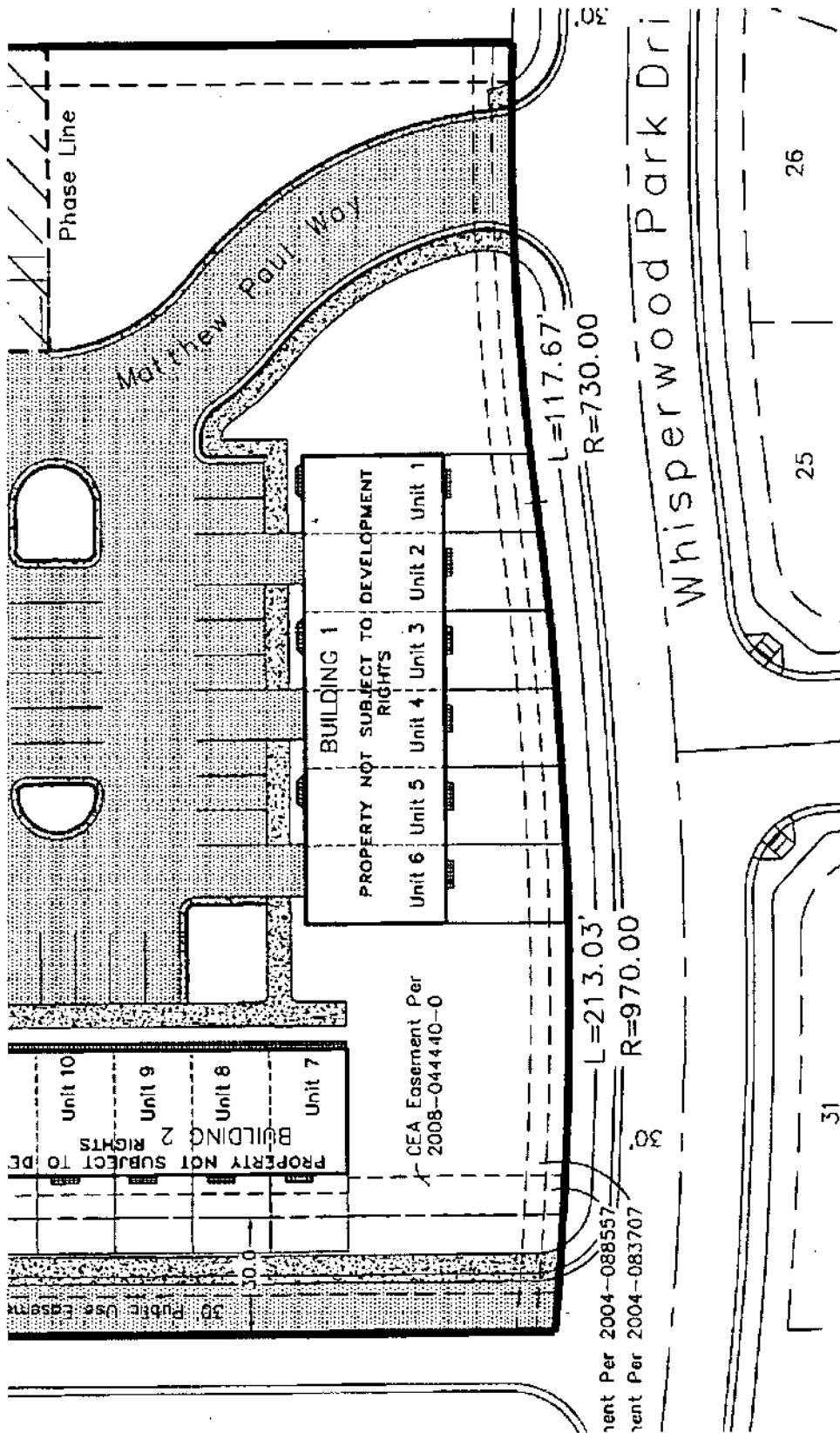
W 596.37'

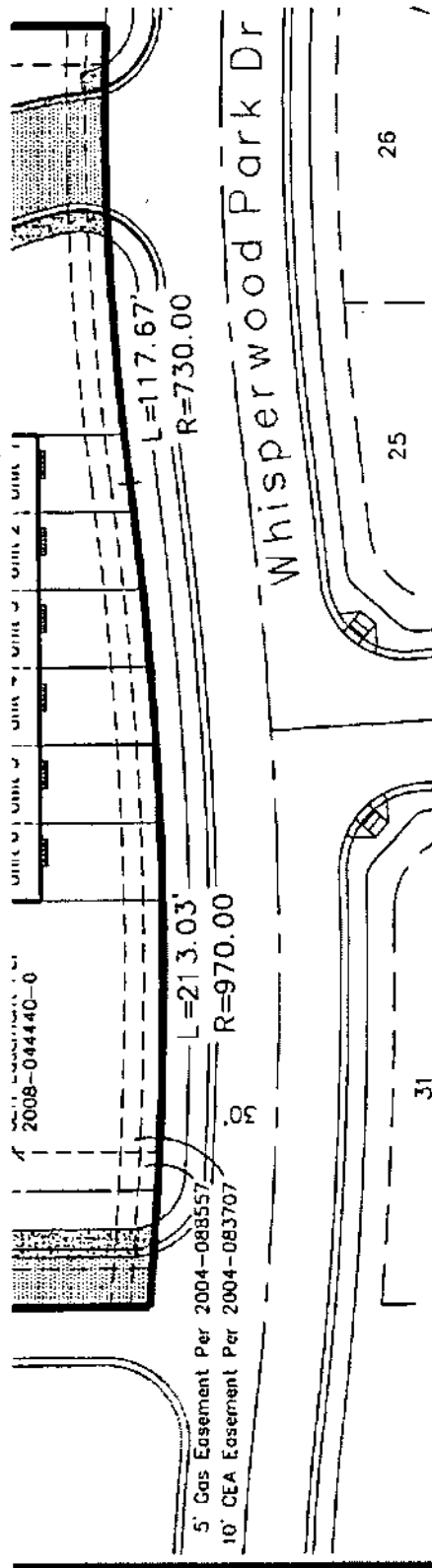
10' 18"



06.43'





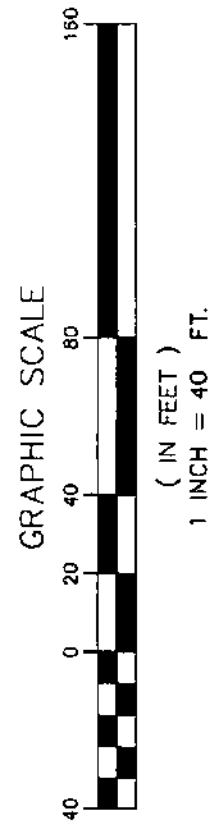


Legend:

- Wood Deck
- Concrete
- Pavement
- Overhang
- Dumpster Location
- Fence

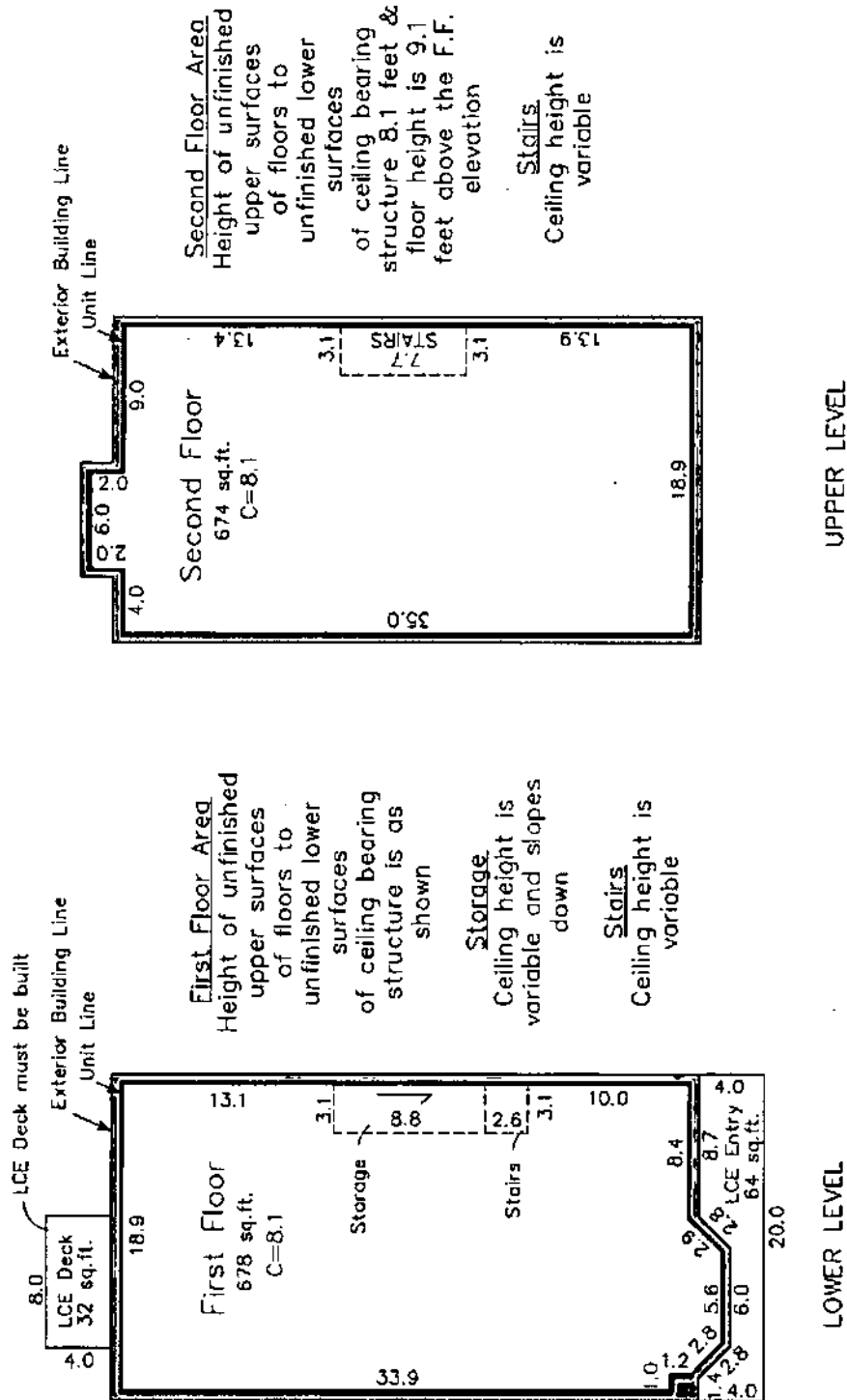
Units Legend:

- C=
- LCE



Unit Details

Scale: 1"=10'

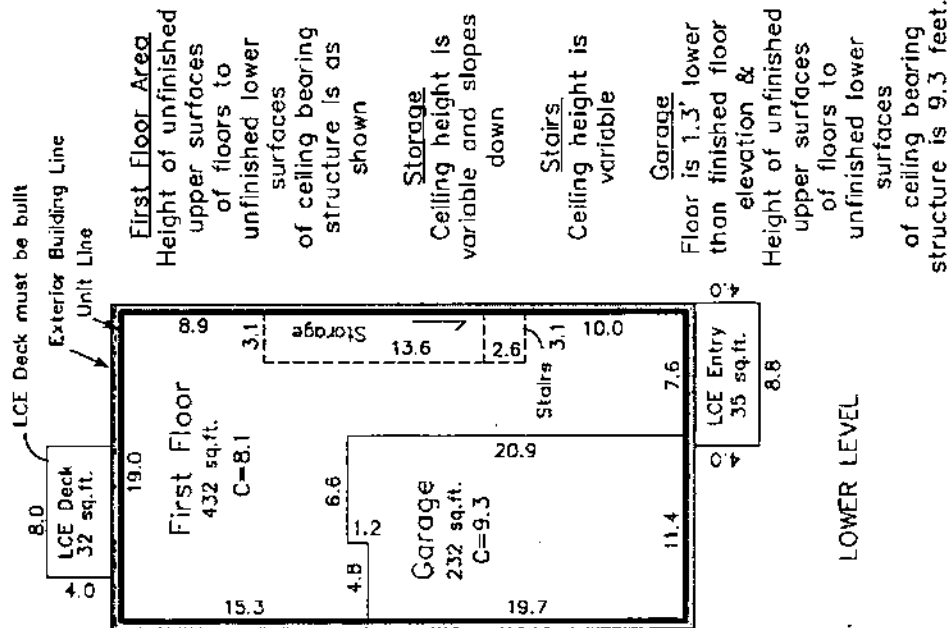


Units 1, 3, 5, 13 & 15

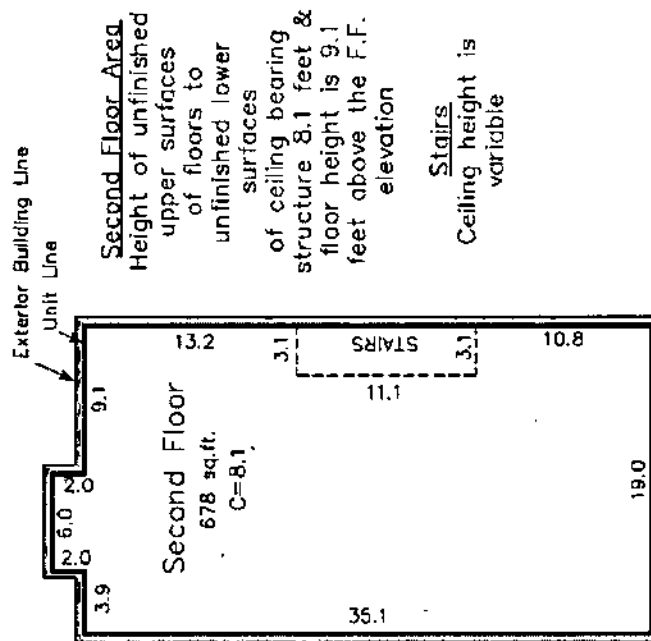


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2009-038442-0



LOWER LEVEL

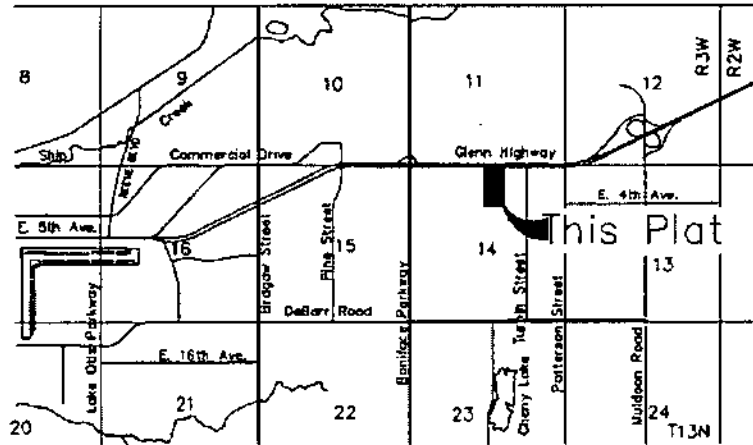


UPPER LEVEL

Units 2, 4, 14 & 16



Sheet 1 of 2



Vicinity Map Scale: 1" = 1 Mile

A CONDOMINIUM PLAT OF:

Whisperwood Square Condominiums

PHASE 4

ADDING UNITS 11, 13 ~~15~~ 16

Located on:

Lot 4, Block 2, Whisperwood Subdivision Phase 1 (Plat Number 2004-122), Located Within the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 14, Township 13 North, Range 3 West, Seward Meridian, Anchorage Recording District, Alaska.

Lantech

LAND & CONSTRUCTION SURVEYORS-AUTOCAD
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)

PLANNERS
ENGINEERS
email: mail@lantechi.com

Grid: SW1239

Scale: 1"=40'

Date: May 28, 2009

Work Order: 2007M03

Drawn By: CB

Check By: TH



19 of 38
2009-038442-0

CERTIFICATE OF COMPLETION

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

I DO HEREBY CERTIFY THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS.

ANTHONY P. HOFFMAN, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 2009.

FOR: ANTHONY P. HOFFMAN

MY COMMISSION EXPIRES

NOTARY PUBLIC



SURVEYOR'S CERTIFICATE

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

I DO HEREBY CERTIFY THAT THIS PLAT AND PLANS ARE A TRUE AND CORRECT LAYOUT OF THE UNITS ACCURATELY SURVEYED TO DEPICT AN AS-BUILT SURVEY AND THAT THE INFORMATION REQUIRED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THE PLAT AND PLANS FILED HEREWITH. THE VERTICAL AND HORIZONTAL BOUNDARIES AND DIMENSIONS DEPICTED ON THE PLANS ARE REPRODUCED DIRECTLY FROM ACTUAL CONSTRUCTION DRAWINGS AND ACCORDINGLY ARE NOT INCLUDED IN THIS CERTIFICATION.

ANTHONY P. HOFFMAN, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503



OWNER'S CERTIFICATE

THE UNDERSIGNED, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOT 4, BLOCK 2, WHISPERWOOD SUBDIVISION PHASE 1 (PLAT 2004-122), LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA, ANCHORAGE RECORDING DISTRICT.

THE UNDERSIGNED AS DECLARANT UNDER THAT CERTAIN DECLARATION OF WHISPERWOOD SQUARE, RECORDED ON THE 9TH DAY OF FEBRUARY, 2009, AT SERIAL RECORDING NO. 2009-007721-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AS AMENDED BY AMENDMENT NO. 1 TO THE DECLARATION RECORDED ON THE 3RD DAY OF APRIL, 2009, AT SERIAL NO. 2009-021323-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 2 TO THE DECLARATION RECORDED ON THE ____ DAY OF ____ 2009, AT SERIAL NO. 2009-____-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA. ("DECLARATION"). PURSUANT TO SECTION 34.08.100 OF THE ALASKA COMMON INTEREST OWNERSHIP ACT DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT THE CREATION OF THE UNITS AND COMMON ELEMENTS AS SHOWN HEREIN.

OWNER DAVID D. HULTQUIST
HULTQUIST HOMES INC.
360 EAST 100TH AVENUE
ANCHORAGE, AK. 99515

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF ____ 2009.

FOR: DAVID D. HULTQUIST

MY COMMISSION EXPIRES

NOTARY PUBLIC



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2009-038442-0

OWNER'S CERTIFICATE

THE UNDERSIGNED, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOT 4, BLOCK 2, WHISPERWOOD SUBDIVISION PHASE 1 (PLAT 2004-122), LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA, ANCHORAGE RECORDING DISTRICT.

THE UNDERSIGNED AS DECLARANT UNDER THAT CERTAIN DECLARATION OF WHISPERWOOD SQUARE, RECORDED ON THE 9TH DAY OF FEBRUARY, 2009, AT SERIAL RECORDING NO. 2009-007721-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AS AMENDED BY AMENDMENT NO. 1 TO THE DECLARATION RECORDED ON THE 3RD DAY OF APRIL, 2009, AT SERIAL NO. 2009-021323-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 2 TO THE DECLARATION RECORDED ON THE ____ DAY OF ____ 2009, AT SERIAL NO. 2009-____-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA. ("DECLARATION"). PURSUANT TO SECTION 34.08.100 OF THE ALASKA COMMON INTEREST OWNERSHIP ACT DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT THE CREATION OF THE UNITS AND COMMON ELEMENTS AS SHOWN HEREIN.

OWNER DAVID D. HULTQUIST
HULTQUIST HOMES INC.
360 EAST 100TH AVENUE
ANCHORAGE, AK. 99515

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF ____ 2009.

FOR: DAVID D. HULTQUIST

MY COMMISSION EXPIRES

NOTARY PUBLIC



23 of 38
2009-038442-0

WHISPERWOOD SQUARE

PHASE 4

A COMMON INTEREST COMMUNITY

NOTES:

1. ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND DECIMAL PORTIONS OF FEET.
2. ALL BUILDING TIES ARE AT 90° TO THE PROPERTY LINES UNLESS OTHERWISE NOTED.
3. ELEVATION DATUM FOR THE BUILDINGS IS GREATER ANCHORAGE AREA BOROUGH, POST QUAKE, U.S. GEODETIC SURVEY, MEAN SEA LEVEL OF 1972.
4. EACH UNIT IS DESIGNATED BY A NUMBER INDICATING THE DESIGNATION OF THE UNIT WITHIN THE PROJECT (i.e. UNIT 2).
5. THIS PROJECT IS LOCATED ON LOTS 4, BLOCK 2, WHISPERWOOD SUBDIVISION PHASE 1, LOCATED WITHIN THE NW 1/4, NE 1/4, SEC. 14, T13N, R3W, S.M. ALASKA, ANCHORAGE RECORDING DISTRICT, PLAT 2004-122.
6. THE CONDOMINIUM DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE "COMMON INTEREST OWNERSHIP ACT", ALASKA STATUTE 34.08.
7. AREAS OUTSIDE OF UNIT BOUNDARIES AND LIMITED COMMON ELEMENTS, AS SPECIFIED IN THE DECLARATION, ARE COMMON ELEMENTS.
8. CERTAIN IMPROVEMENTS WHICH MAY BE BUILT BY DECLARANT AS PART OF ITS SPECIAL DECLARANT RIGHTS, IN ADDITION TO BUILDINGS AND IMPROVEMENTS SHOWN, MAY INCLUDE ROADS, PAVEMENT AND CURBS, STREET LIGHTING, RETAINING WALLS, DRAINAGE SYSTEMS, GRADING, LANDSCAPING, PLANTS, SHRUBS AND TREES, FENCES, SIGNS, PIPES, DUCTS, CABLES, UTILITY WAYS, INFRASTRUCTURE, AND ACCESSORY OR RELATED STRUCTURES AND FIXTURES AND IMPROVEMENTS WHICH ARE REQUIRED BY APPROPRIATE GOVERNMENTAL AUTHORITIES, OR UTILITY COMPANIES, OR WHICH WILL ENHANCE THE COMMUNITY IN THE DISCRETION OF THE DECLARANT. THE IMPROVEMENTS "NEED NOT BE BUILT" IN ANY PARTICULAR ORDER OR AT ANY PARTICULAR LOCATION IN THE PROPERTY AND WILL HAVE DIMENSIONS CONSISTENT WITH THEIR PURPOSES. PLEASE REFER TO ARTICLE VII OF THE DECLARATION OF LIMITATIONS AND RESERVATIONS FOR THESE RIGHTS.
9. UNIT BOUNDARIES SHOWN ON THIS SHEET ARE ACTUAL UNIT BOUNDARIES PER DEFINITION OF UNIT IN ARTICLE IV OF THE DECLARATION.
10. DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
11. AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 78,185 S.F.
12. DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e. 4'-4.00')
13. FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED ON THE _____TH DAY OF _____, 2009, AT SERIAL RECORDING NO. 2009-_____-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
14. IMPROVEMENTS WITHIN AREAS DESIGNATED AS PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS MUST BE BUILT SUBJECT TO SPECIAL DECLARANT RIGHTS RESERVED IN ARTICLE VII OF THE DECLARATION.
15. EACH UNIT HAS LIMITED COMMON ELEMENT PARKING SPACE (i.e. P-5A, P-5B etc).
16. EACH UNIT HAS A LIMITED COMMON ELEMENT YARD (i.e. Y-5).



BENEFICIARY:

FIRST NATIONAL BANK ALASKA AUTHORIZED SIGNER/POSITION

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 2009.

FOR:

MY COMMISSION EXPIRES

NOTARY PUBLIC



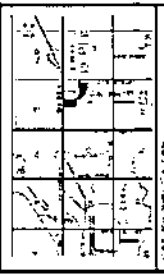
**WHISPERWOOD SQUARE
PHASE 4
A COMMON INTEREST COMMUNITY**

UNIT	OWNER	UNIT	OWNER	UNIT	OWNER
101	...	102	...	103	...
104	...	105	...	106	...
107	...	108	...	109	...
110	...	111	...	112	...
113	...	114	...	115	...
116	...	117	...	118	...
119	...	120	...	121	...
122	...	123	...	124	...
125	...	126	...	127	...
128	...	129	...	130	...
131	...	132	...	133	...
134	...	135	...	136	...
137	...	138	...	139	...
140	...	141	...	142	...
143	...	144	...	145	...
146	...	147	...	148	...
149	...	150	...	151	...
152	...	153	...	154	...
155	...	156	...	157	...
158	...	159	...	160	...
161	...	162	...	163	...
164	...	165	...	166	...
167	...	168	...	169	...
170	...	171	...	172	...
173	...	174	...	175	...
176	...	177	...	178	...
179	...	180	...	181	...
182	...	183	...	184	...
185	...	186	...	187	...
188	...	189	...	190	...
191	...	192	...	193	...
194	...	195	...	196	...
197	...	198	...	199	...
200	...	201	...	202	...
203	...	204	...	205	...
206	...	207	...	208	...
209	...	210	...	211	...
212	...	213	...	214	...
215	...	216	...	217	...
218	...	219	...	220	...
221	...	222	...	223	...
224	...	225	...	226	...
227	...	228	...	229	...
230	...	231	...	232	...
233	...	234	...	235	...
236	...	237	...	238	...
239	...	240	...	241	...
242	...	243	...	244	...
245	...	246	...	247	...
248	...	249	...	250	...
251	...	252	...	253	...
254	...	255	...	256	...
257	...	258	...	259	...
260	...	261	...	262	...
263	...	264	...	265	...
266	...	267	...	268	...
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275	...	276	...	277	...
278	...	279	...	280	...
281	...	282	...	283	...
284	...	285	...	286	...
287	...	288	...	289	...
290	...	291	...	292	...
293	...	294	...	295	...
296	...	297	...	298	...
299	...	300	...	301	...
302	...	303	...	304	...
305	...	306	...	307	...
308	...	309	...	310	...
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314	...	315	...	316	...
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323	...	324	...	325	...
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347	...	348	...	349	...
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359	...	360	...	361	...
362	...	363	...	364	...
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368	...	369	...	370	...
371	...	372	...	373	...
374	...	375	...	376	...
377	...	378	...	379	...
380	...	381	...	382	...
383	...	384	...	385	...
386	...	387	...	388	...
389	...	390	...	391	...
392	...	393	...	394	...
395	...	396	...	397	...
398	...	399	...	400	...

ALL UNITS ARE TO BE CONVEYED TO THE BUYER BY A DEED OF TRUST.

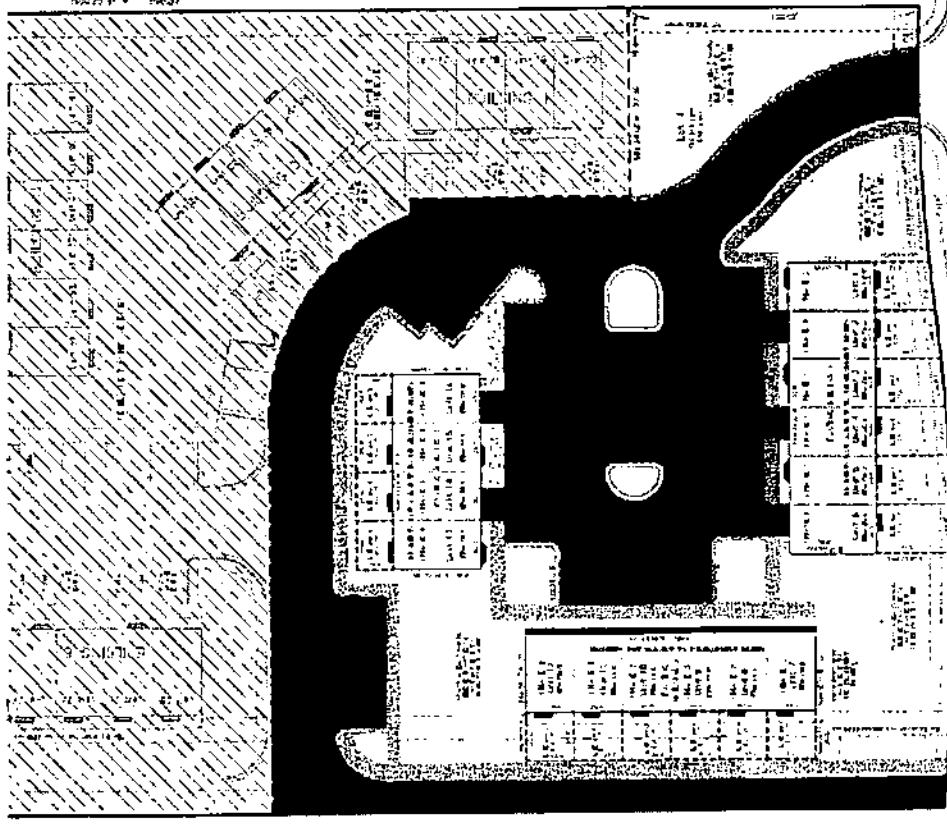


Sheet 2 of 2



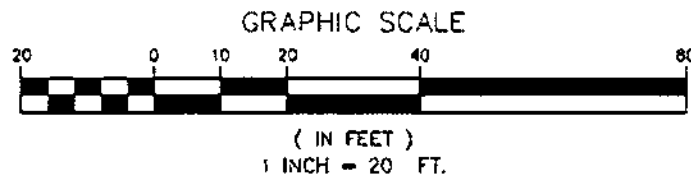
Whisperwood Square Condominiums
PHASE 4
ADDING UNITS 11, 13 & 16

Lantech
LAND DEVELOPMENT
10000 W. 10TH AVE., SUITE 100
DENVER, CO 80231
(303) 751-1000

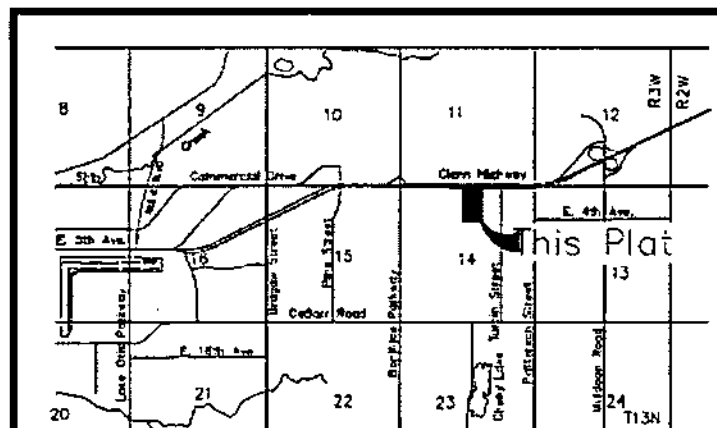


Whisperwood Park Drive





Sheet 2 of 2



Vicinity Map Scale: 1" = 1 Mile

A CONDOMINIUM PLAT OF:

Whisperwood Square Condominiums

PHASE 4

ADDING UNITS 11, 13 ~~14~~ 16

Located on:

Lot 4, Block 2, Whisperwood Subdivision Phase 1 (Plat Number 2004-122), Located Within the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 14, Township 13 North, Range 3 West, Seward Meridian, Anchorage Recording District, Alaska.

Lantech

LAND & CONSTRUCTION SURVEYORS • AUTOCAD
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 581-6626)

PLANNERS
ENGINEERS
email: mail@lantech.com

Grid: SW1239

Scale: 1"=20'

Date: May 28, 2009

Work Order: 2007W03

Drawn By: CB

Check By: TH



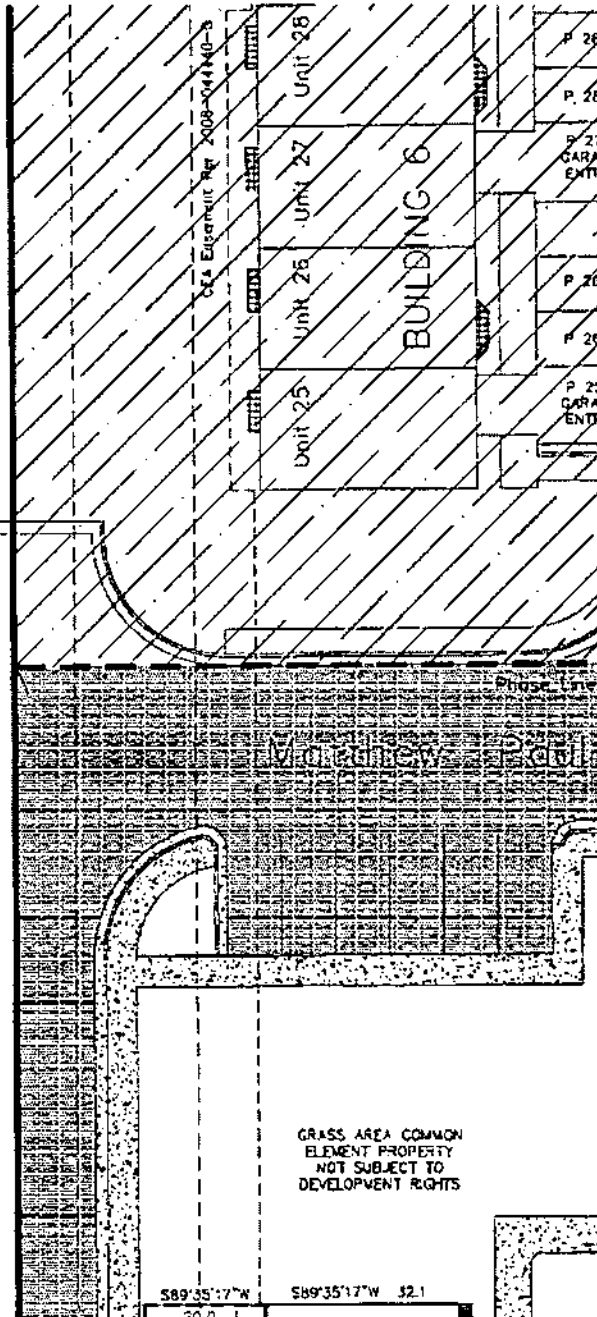
27 of 38

2009-038442-0



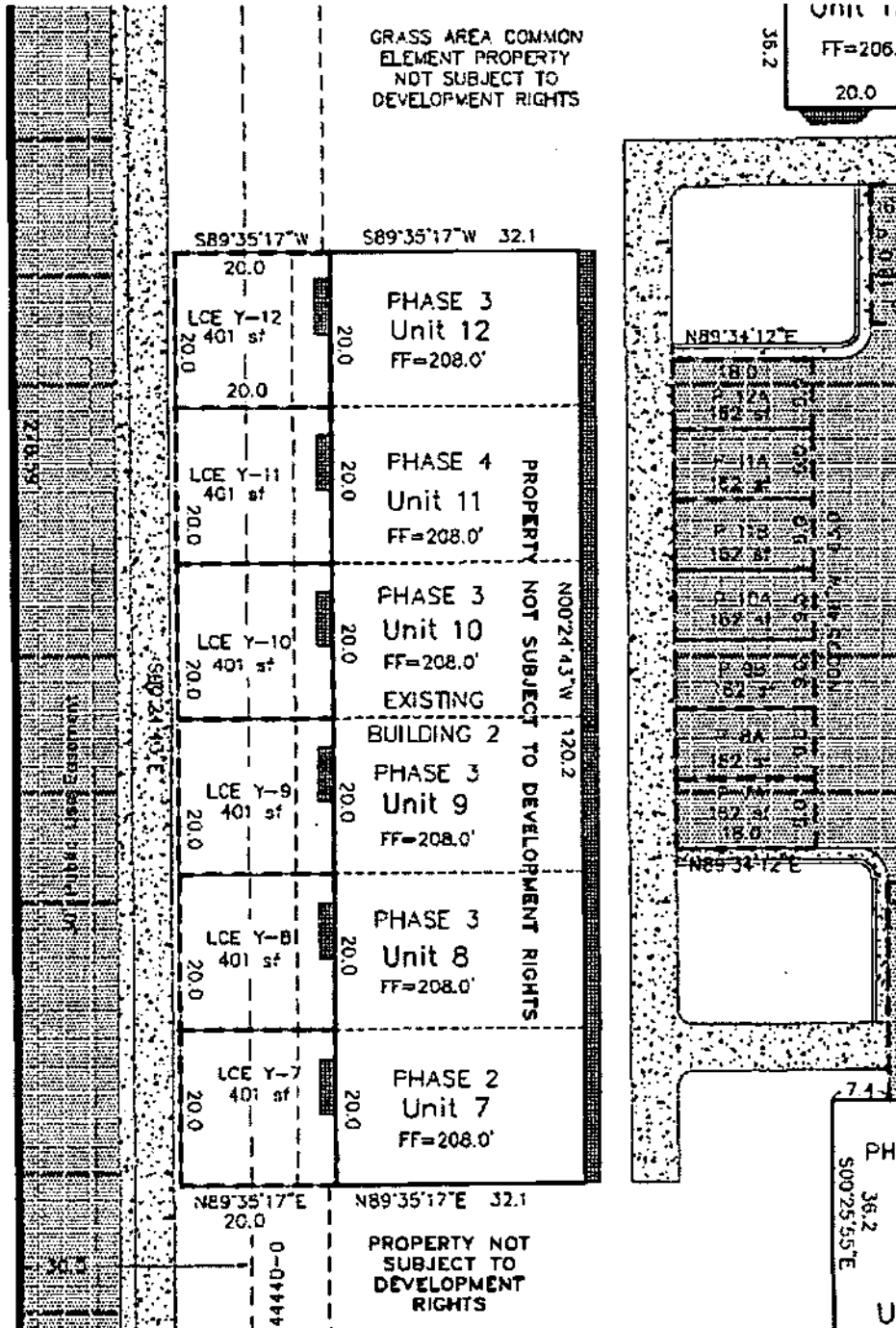
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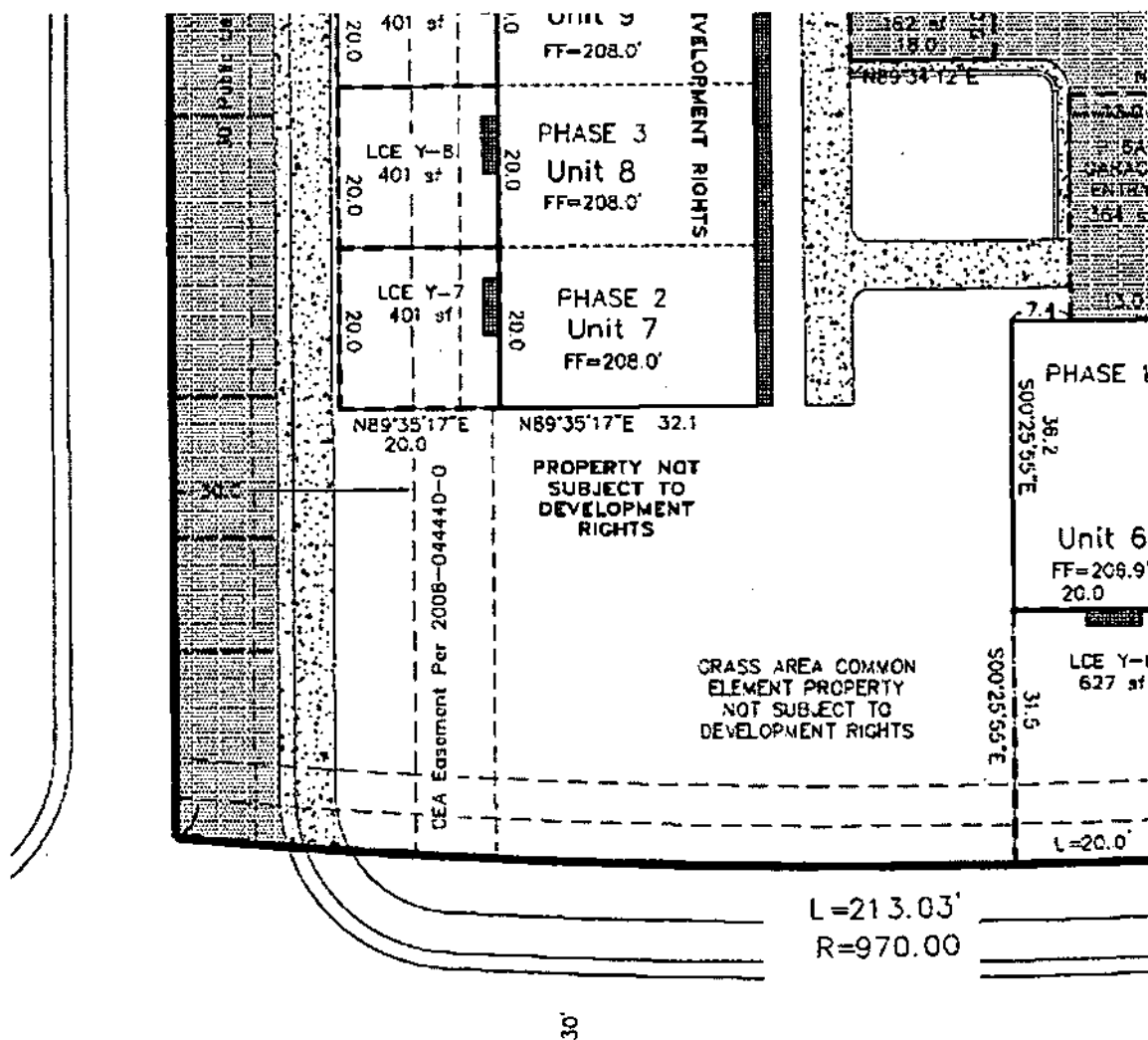
S00°25'48"E 606.43'



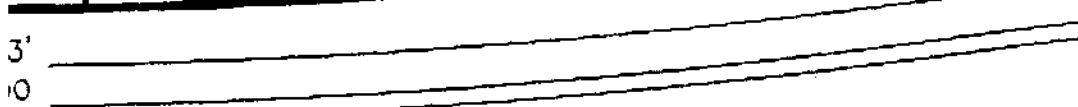
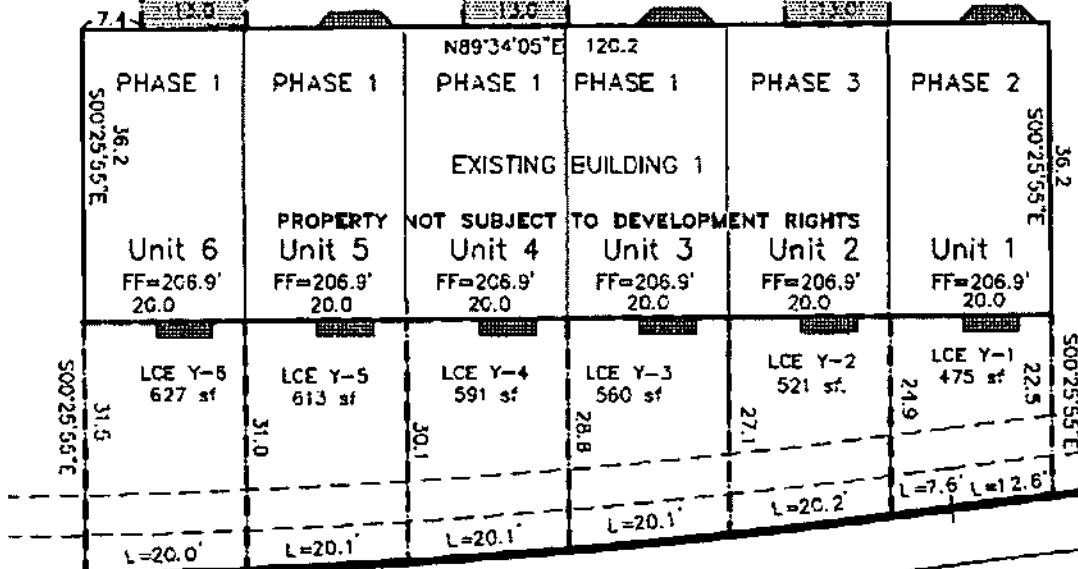
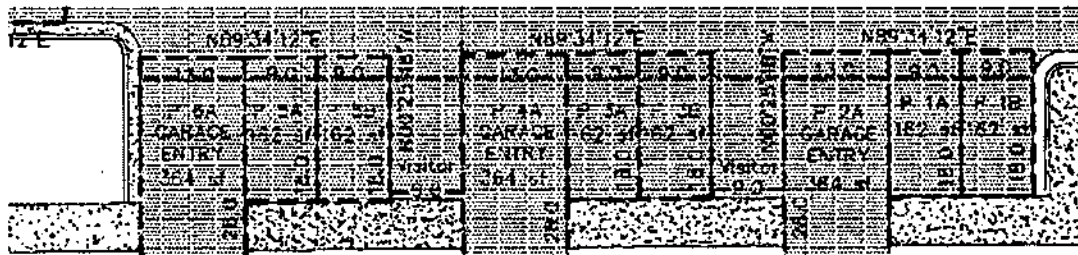
GRASS AREA COMMON
ELEMENT PROPERTY
NOT SUBJECT TO
DEVELOPMENT RIGHTS

Unit 1.
FF=206.
20.0
36.2



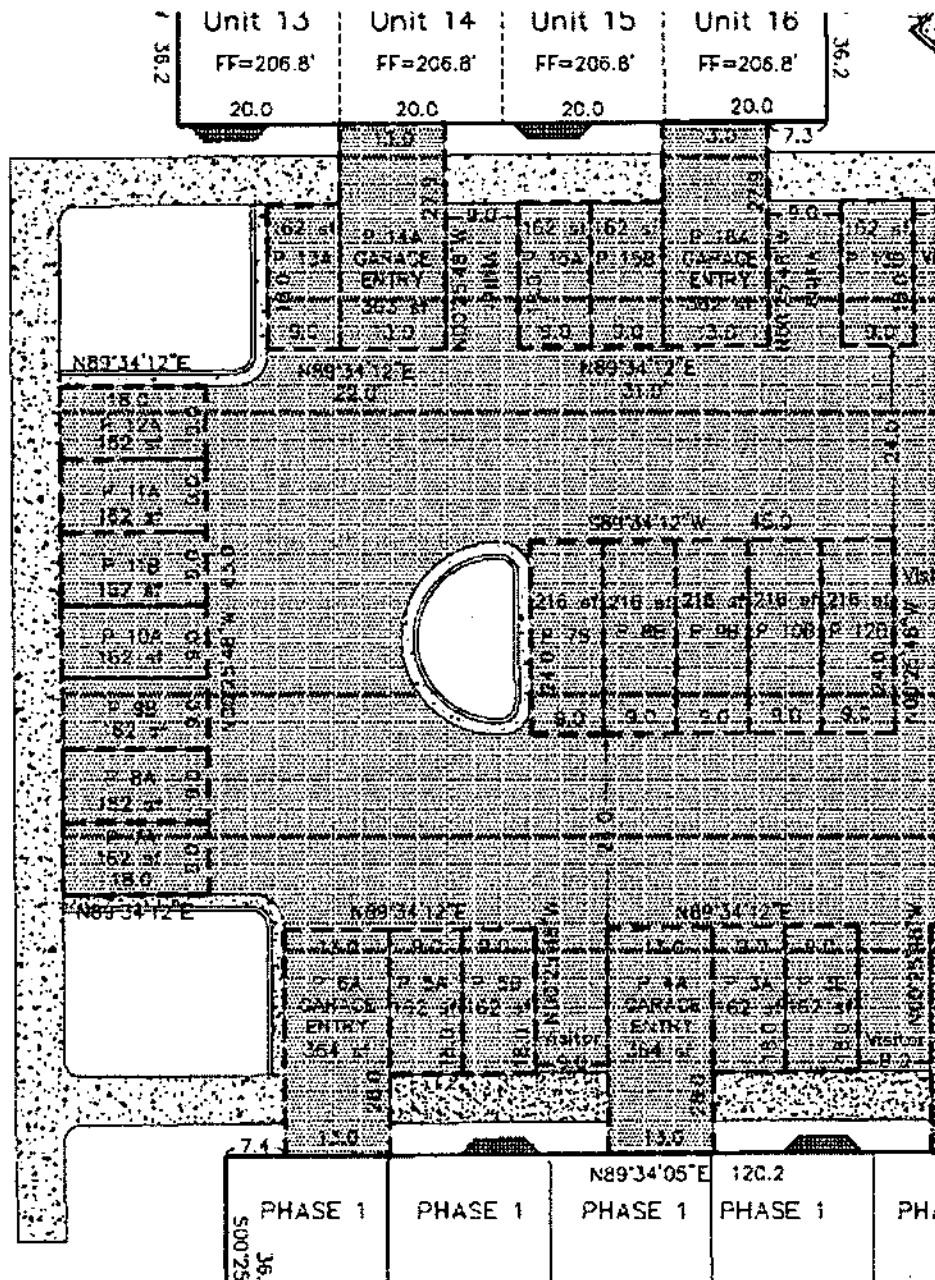


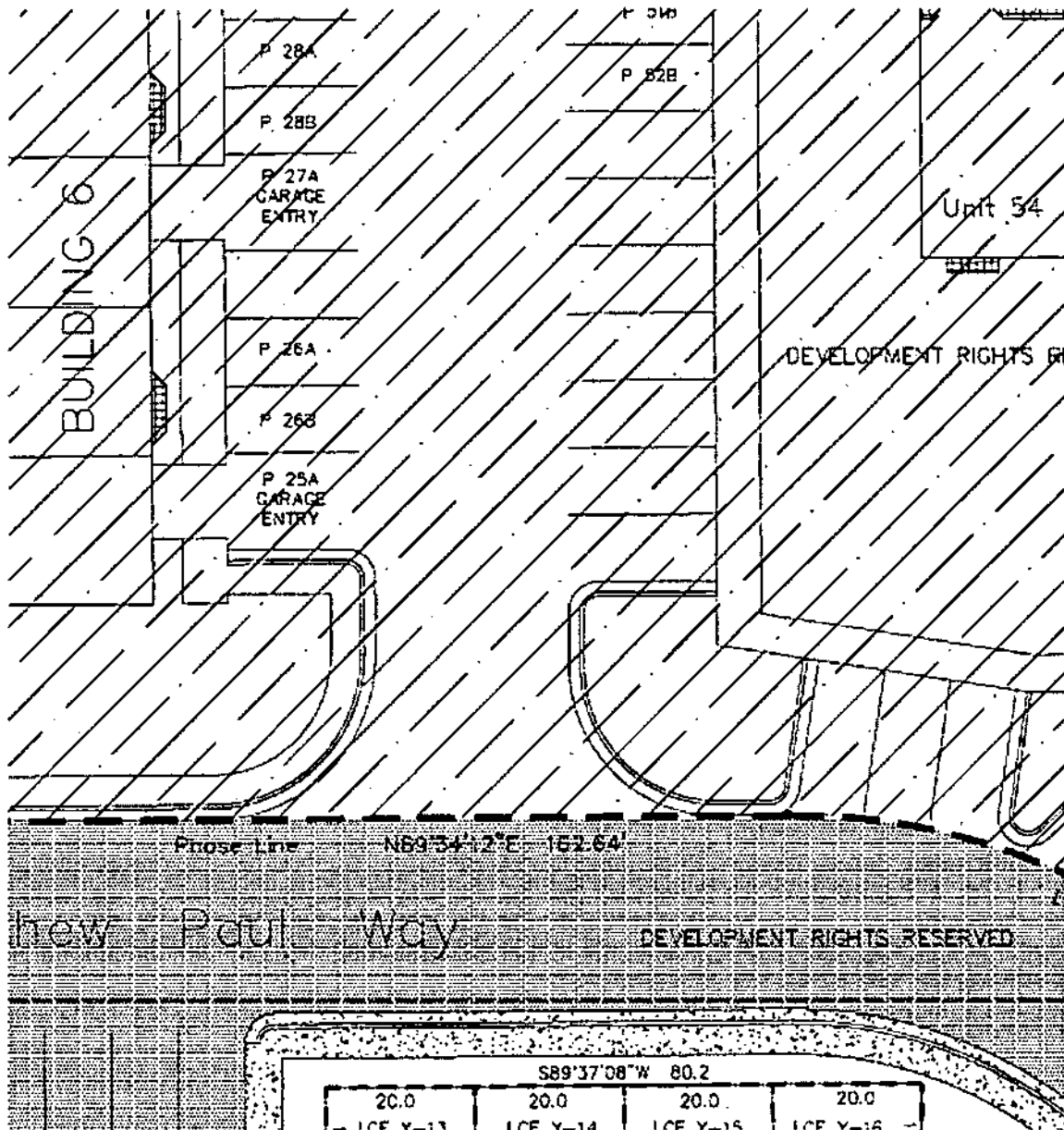
30 of 38
2009-038442-0

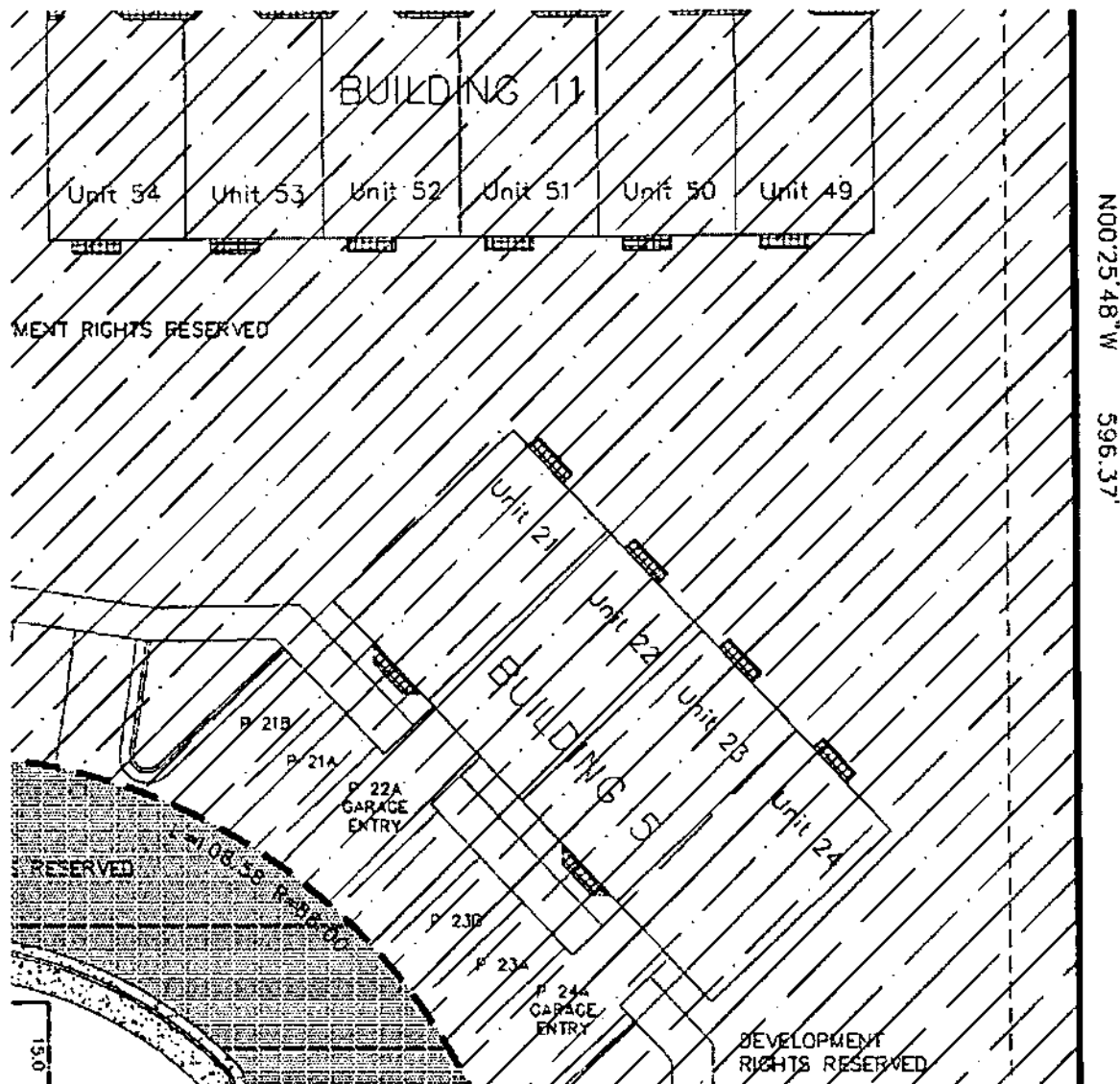


Whisper









WHISPERWOOD SQUARE

PHASE 4

A COMMON INTEREST COMMUNITY

Unit Numbers	Finished Floor Elevations	Addresses	Total LCE Area *
UNIT 1	206.9'	198 Matthew Paul Way	863 s.f.
UNIT 2	206.9'	196 Matthew Paul Way	920 s.f.
UNIT 3	206.9'	194 Matthew Paul Way	948 s.f.
UNIT 4	206.9'	192 Matthew Paul Way	990 s.f.
UNIT 5	206.9'	190 Matthew Paul Way	1001 s.f.
UNIT 6	206.9'	188 Matthew Paul Way	1026 s.f.
UNIT 7	208.0'	186 Matthew Paul Way	883 s.f.
UNIT 8	208.0'	184 Matthew Paul Way	883 s.f.
UNIT 9	208.0'	182 Matthew Paul Way	883 s.f.
UNIT 10	208.0'	180 Matthew Paul Way	883 s.f.
UNIT 11	208.0'	178 Matthew Paul Way	679 s.f.
UNIT 12	208.0'	176 Matthew Paul Way	883 s.f.
UNIT 13	206.8'	174 Matthew Paul Way	689 s.f.
UNIT 14	206.8'	172 Matthew Paul Way	699 s.f.
UNIT 15	206.8'	170 Matthew Paul Way	689 s.f.
UNIT 16	206.8'	168 Matthew Paul Way	699 s.f.

* TOTAL LCE AREA INCLUDES LCE PARKING, LCE YARD, AND LCE ENTRANCE OF THE UNIT. THE LCE REAR DECK IS NOT INCLUDED



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2009-038442-0



Legend:

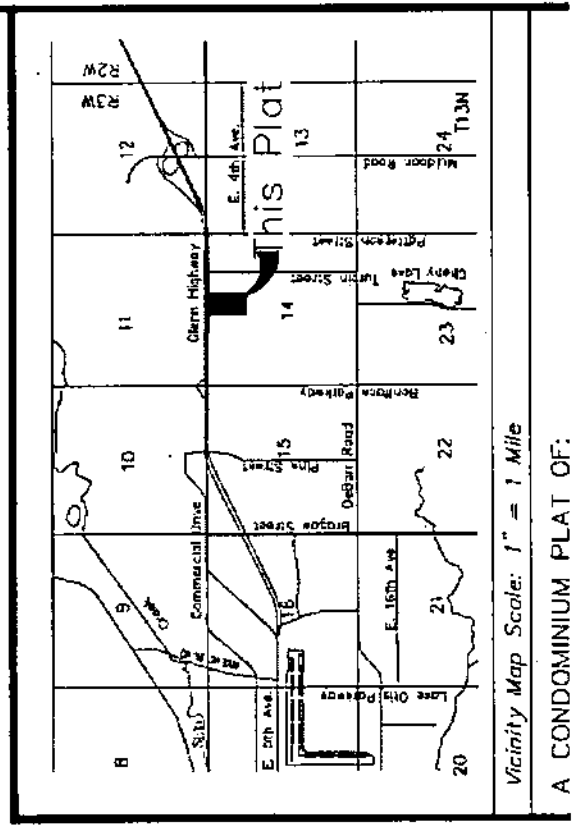
- Wood Deck
- Concrete
- Pavement
- Overhang
- Dumpster Location
- X-X-X-X-X Fence

GRAPHIC SCALE



(IN FEET)
1 INCH = 20 FT.

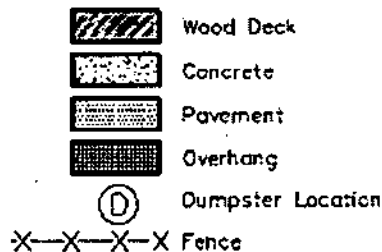
Sheet 2 of 2



Vicinity Map Scale: 1" = 1 Mile

A CONDOMINIUM PLAT OF:

Legend:



Notes:

1. RIGHT OF WAY EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF, GRANTED TO CHUGACH ELECTRIC ASSOCIATION, INC. AND ITS ASSIGNS AND/OR SUCCESSORS IN INTEREST, TO CONSTRUCT, OPERATE AND MAINTAIN AN ELECTRIC TRANSMISSION AND/OR TELEPHONE DISTRIBUTION LINE OR SYSTEM BY INSTRUMENT RECORDED AUGUST 2, 1952, BOOK 78 PAGE 56 IS A BLANKET EASEMENT THAT AFFECTS LOT 4, AND IS NOT PLOTTED HEREON.
2. RESERVATION OF ALL MINERALS AND MINERAL RIGHTS TOGETHER WITH THE RIGHT TO REMOVE SAME BELOW A DISTANCE OF 250 FEET BELOW THE SURFACE WITHOUT DAMAGING OR DISTURBING THE SURFACE OR SURFACE IMPROVEMENTS, AS RESERVED IN WARRANTY DEED, RECORDED DECEMBER 3 2003, AS INSTRUMENT NO. 2003-125834-0 AFFECTS LOT 4, AND IS NOT PLOTTED HEREON.
3. SANITARY SEWER MAIN EXTENSION AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, BY AND BETWEEN THE MUNICIPALITY OF ANCHORAGE AND WHITE RAVEN DEVELOPMENT, INC., RECORDED FEBRUARY 24, 2004, AS INSTRUMENT NO. 2004-011706-0 AND AMENDED BY INSTRUMENT RECORDED MAY 23, 2005 AS INSTRUMENT NO. 2005-033821-0 AFFECTS THIS PROPERTY, AND IS NOT PLOTTED HEREON.
4. WATER MAIN EXTENSION AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, BY AND BETWEEN THE MUNICIPALITY OF ANCHORAGE AND WHITE RAVEN DEVELOPMENT, INC. RECORDED FEBRUARY 24, 2004, AS INSTRUMENT NO. 2004-011707-0 AND AMENDED BY INSTRUMENT RECORDED MAY 23, 2005 AS INSTRUMENT NO. 2005-033820-0 AFFECTS THIS PROPERTY, AND IS NOT PLOTTED HEREON.
5. A BLANKET EASEMENT FOR NATURAL GAS PIPELINES AND APPURTENANCES THERETO GRANTED TO ENSTAR NATURAL GAS COMPANY, A DIVISION OF SEMCO ENERGY, INC., RECORDED AUGUST 19, 2008 AS INSTRUMENT NO. 2008-047342-0.



cc
A
L
A
S
K
A

2009-053155-0

Recording Dist: 301 - Anchorage

8/10/2009 2:32 PM Pages: 1 of 40



AMENDMENT NO. 4 TO DECLARATION

OF

WHISPERWOOD SQUARE

EXERCISING DEVELOPMENT RIGHTS

ADDING UNITS 17 THROUGH 20

AFTER RECORDATION RETURN TO:

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

AMENDMENT NO. 4 TO
DECLARATION
OF
WHISPERWOOD SQUARE
EXERCISING DEVELOPMENT RIGHTS
ADDING UNITS 17 THROUGH 20

Hultquist Homes, Inc., an Alaska corporation, with an office at 351 E. 104th Avenue, Suite 100, Anchorage, Alaska 99515, "Declarant" under that certain Declaration for Whisperwood Square, recorded on the 9th day of February, 2009, at Serial No. 2009-007721-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 1 to the Declaration recorded on the 3rd day of April, 2009, at Serial No. 2009-021323-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 2 to the Declaration recorded on the 19th day of May, 2009, at Serial No. 2009-033180-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 3 to the Declaration recorded on the 9th day of June, 2009, at Serial No. 2009-038442-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, ("Declaration") pursuant to Section 34.08.180 of the Alaska Uniform Common Interest Ownership Act, and pursuant to reservations of Development Rights reserved pursuant to Section 34.08.130(a) (8) of the Act and Article VII of the Declaration, does hereby amend the Declaration and does hereby declare:

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

ARTICLE II. Schedule A-2, Table of Interests, attached hereto, adding four (4) units being Units 17 through 20, together with their appurtenant Limited Common Elements, and interests is substituted for the current Schedule A-2 of the Declaration which is declared null and void.

ARTICLE III. Schedule A-3, Plat, attached hereto and filed under Plat No. 2009-58, supplements the current Schedule A-3 of the Declaration as filed under Plat No. 2009-45, by reflecting the addition Units 17 through 20 and Limited Common Elements on that portion of the Property shown on the Plat as "Property Not Subject to Development Rights."

ARTICLE IV. Development rights reserved in the Declaration within that portion of the Property, shown on Plat No. 2009-58, Anchorage Recording District, Third Judicial District, State of Alaska as "Development Rights Reserved" are hereby declared terminated. Limited Common Elements depicted on Schedule A-3 hereto are hereby assigned as



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

ARTICLE IV. All other terms and conditions of the Declaration remain the same.

Signed, Sealed and Delivered
in the Presence of:

HULTQUIST HOMES, INC.

By: David Hultquist
David Hultquist
Its: President

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT)

ss. See notarial Certificate below

THIS IS TO CERTIFY that on this _____ day of _____, 2009, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **DAVID HULTQUIST**, to me known and known to me to be the **PRESIDENT OF HULTQUIST HOMES, INC.**, acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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

ACKNOWLEDGMENT

State of Alaska
County of Anchorage - 3rd Judicial District

On August 7th, 2009, Dana D Hultquist
personally appeared before me, _____

X who is personally known to me _____

_____ whose identity I proved on the basis of _____

_____ whose identity I proved on the oath/affirmation of _____
a credible witness

to be the signer of the above document, and he/she acknowledged that he/she signed it.

Kara S. Strong
Notary Signature
My Commission Expires: 3-18-10



Place Notary Seal Above this line and do not encroach
into 1" margin perimeters

AMENDMENT NO. 4 TO
DECLARATION OF WHISPERWOOD SQUARE
H4091\10\AMD4

Page 3



3 of 40

2009-053155-0

APPROVAL OF LENDER

The undersigned, beneficiary under the following Deeds of Trust;

1. Deed of Trust recorded on the 24th day of November, 2008 under Serial Number 2008-064845-0, in the Anchorage Recording District, Third Judicial District, State of Alaska; and

2. Construction Deed of Trust recorded on the 27th day of July, 2009 under Serial Number 2009-049595-0;

approves the foregoing Amendment No. 4 to the Declaration of Whisperwood Square, and the undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under said Deeds of Trust, shall not render void or otherwise impair the validity of the Amendment No. 4 to the Declaration and the covenants running with the land described in the Declaration.

DATED this 7 day of August, 2009.

FIRST NATIONAL BANK ALASKA

By: Melissa Reiser
Stacy Tomuro Melissa Reiser
Its: Vice President

STATE OF ALASKA

)

)

ss.

THIRD JUDICIAL DISTRICT

)

THIS IS TO CERTIFY that on this 27th day of August, 2009, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared STACY TOMURO, to me known and known to me to be the **VICE PRESIDENT OF FIRST NATIONAL BANK ALASKA**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

AMENDMENT NO. 4 TO
DECLARATION OF WHISPERWOOD SQUARE
H4091110VAMD4

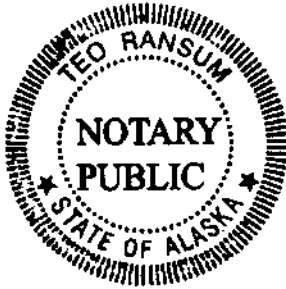
Page 4



4 of 40

2009-053155-0

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




Notary Public in and for Alaska
My Commission Expires: 4/12/2011

*Place Notary Seal Above this line and do not encroach
into the 1" margin perimeters.*



DESCRIPTION OF COMMON INTEREST COMMUNITY

(Declaration Schedule A-1)



SCHEDULE A-1

DESCRIPTION OF COMMON INTEREST COMMUNITY

PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS

That portion of Lot 4, Block 2, WHISPERWOOD SUBDIVISION – PHASE 1, according to the official plat thereof, filed under Plat No. 2004-122 records of the Anchorage Recording District, State of Alaska, shown on the Plat as “Property Not Subject to Development Rights.”

PROPERTY SUBJECT TO DEVELOPMENT RIGHTS

That portion of Lot 4, Block 2, WHISPERWOOD SUBDIVISION – PHASE 1, according to the official plat thereof, filed under Plat No. 2004-122 records of the Anchorage Recording District, State of Alaska, shown on the Plat as “Development Rights Reserved.”

ENCUMBRANCES AFFECTING THE COMMON INTEREST COMMUNITY

1. Reservations and exceptions as contained in the U.S. Patent.
2. Taxes and assessments, if any, due the Municipality of Anchorage.
3. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 2nd day of August 1952 in Book 78, Page 56 (Blanket Easement).
4. Right of Way Easement, including terms and provisions thereof, granted to CITY OF ANCHORAGE., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 17th day of June, 1971 in Miscellaneous Book 203, Page 167 (Blanket Easement).



5. Notice of Zoning Action, including the terms and provisions thereof, recorded on the 12th day of January, 1002 in Book 3752, Page 265.
6. Reservation of all oil, gas and mineral rights together with the right to remove same below a distance of 250 feet below the surface without damaging or disturbing the surface or surface improvements as reserved in an instrument recorded on the 3rd day of December 2003, Instrument No. 2008-125834-0.
7. Sanitary Sewer Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded on the 24th day of February, 2004, under Instrument No. 2004-011706-0 and amended by instrument recorded on the 23rd day of May, 2005 under Instrument No. 2005-033821-0.
8. Water Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded on the 24th day of February, 2004, under Instrument No. 2004-011707-0 and amended by instrument recorded on the 23rd day of May, 2005 under Instrument No. 2005-033820-0.
9. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 2nd day of August 2004 under Instrument No. 2004-056939-0 (Affects the West 10 feet of said lot and other property).
10. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 4th day of November, 2004 under Instrument No. 2004-083707-0 (Affects the Southerly 10 feet of said lot and other property).
11. Easement for natural gas pipelines and appurtenances thereto granted to ENSTAR Natural Gas Company, a division of SEMCO Energy, Inc., recorded November 29, 2004, Instrument No. 2004-088557-0. (Affects: the South 5 feet of said Lot and other property)



12. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 4th day of August, 2008 under Instrument No. 2008-044440-0 (See instrument for easement area).

13. Easement for natural gas pipelines and appurtenances thereto granted to ENSTAR Natural Gas Company, a division of SEMCO Energy, Inc., recorded August 19, 2008, as Instrument No. 2008-047342-0. (Affects: Blanket easement as to said Lot)

14. Encroachment Permit, by and between Chugach Electric Association and Hultquist Homes, Inc., including the terms and provisions thereof, recorded on the 6th day of March, 2009, as Instrument No. 2009—13791, Anchorage Recording District, Third Judicial District, State of Alaska.



SCHEDULE A-2

TABLE OF INTERESTS

Building No. and Unit No.	Street Address	Percentage Share of Common Elements	Percentage Share of Common Elements	Vote in the Affairs of the Assoc.	Limited Common Element Parking Space* (P) Yard (Y) and Deck (D) Entry (E)
<u>Building No. 1</u>					
1	198 Matthew Paul Way	5.000%	5.000%	1	P-1A & P-1B/Y-1/D-1/E-1
2	196 Matthew Paul Way	5.000%	5.000%	1	P-2A/Y-2/D-2/E-2
3	194 Matthew Paul Way	5.000%	5.000%	1	P-3A & P-3B/Y-3/D-3/E-3
4	192 Matthew Paul Way	5.000%	5.000%	1	P-4A/Y-4/D-4/E-4
5	190 Matthew Paul Way	5.000%	5.000%	1	P-5A & P-5B/Y-5/D-5/E-5
6	188 Matthew Paul Way	5.000%	5.000%	1	P-6A/Y-6/D-6/E-6
<u>Building No. 2</u>					
7	186 Matthew Paul Way	5.000%	5.000%	1	P-7A & P-7B/Y-7/D-7/E-7
8	184 Matthew Paul Way	5.000%	5.000%	1	P-8A & P-8B/Y-8/D-8/E-8
9	182 Matthew Paul Way	5.000%	5.000%	1	P-9A & P-9B/Y-9/D-9/E-9
10	180 Matthew Paul Way	5.000%	5.000%	1	P-10A & P-10B/Y-10/D-10/E-10
11	178 Matthew Paul Way	5.000%	5.000%	1	P-11A & P-11B/Y-11/D-11/E-11
12	176 Matthew Paul Way	5.000%	5.000%	1	P-12A & P-12B/Y-12/D-12/E-12
<u>Building No. 3</u>					
13	174 Matthew Paul Way	5.000%	5.000%	1	P-13A & P-13B/Y-13/D-13/E-13
14	172 Matthew Paul Way	5.000%	5.000%	1	P-14A/Y-14/D-14/E-14
15	170 Matthew Paul Way	5.000%	5.000%	1	P-15A & P-15B/Y-15/D-15/E-15
16	168 Matthew Paul Way	5.000%	5.000%	1	P-16A/Y-16/D-16/E-16



Building
No. 4

17	173 Matthew Paul Way	5.000%	5.000%	1	P-17A & P-17B/Y-17/D-17/E-17
18	175 Matthew Paul Way	5.000%	5.000%	1	P-18A/Y-18/D-18/E-18
19	177 Matthew Paul Way	5.000%	5.000%	1	P-19A & P-19B/Y-19/D-19/E-19
20	179 Matthew Paul Way	5.000%	5.000%	1	P-20A/Y-20/D-20/E-20
TOTALS		100.00%	100.00%	20	



PLAT AND PLANS
(Declaration Schedule A-3)

2009 - 58

2009 - 053154 - 0

ADDING UNITS 17 THROUGH 20
TO
WHISPERWOOD SQUARE



Glenn Highway Corridor

Centerline Frontage Road (Boundary Avenue)

Section Line

S89°48'40"W 330.00'

10' Telecommunication and Electric Easement Bk 295 Pg 167

30' Highway Screening

20' T&E Easement

Unit 39 Unit 40 Unit 41 Unit 42
Need Not Be Built
BUILDING 8

Unit 35 Unit 36 Unit 37 Unit 38
Need Not Be Built
BUILDING 8

DEVELOPMENT RIGHTS RESERVED

Lot 4
195,468 sq. ft.
4,375 gates

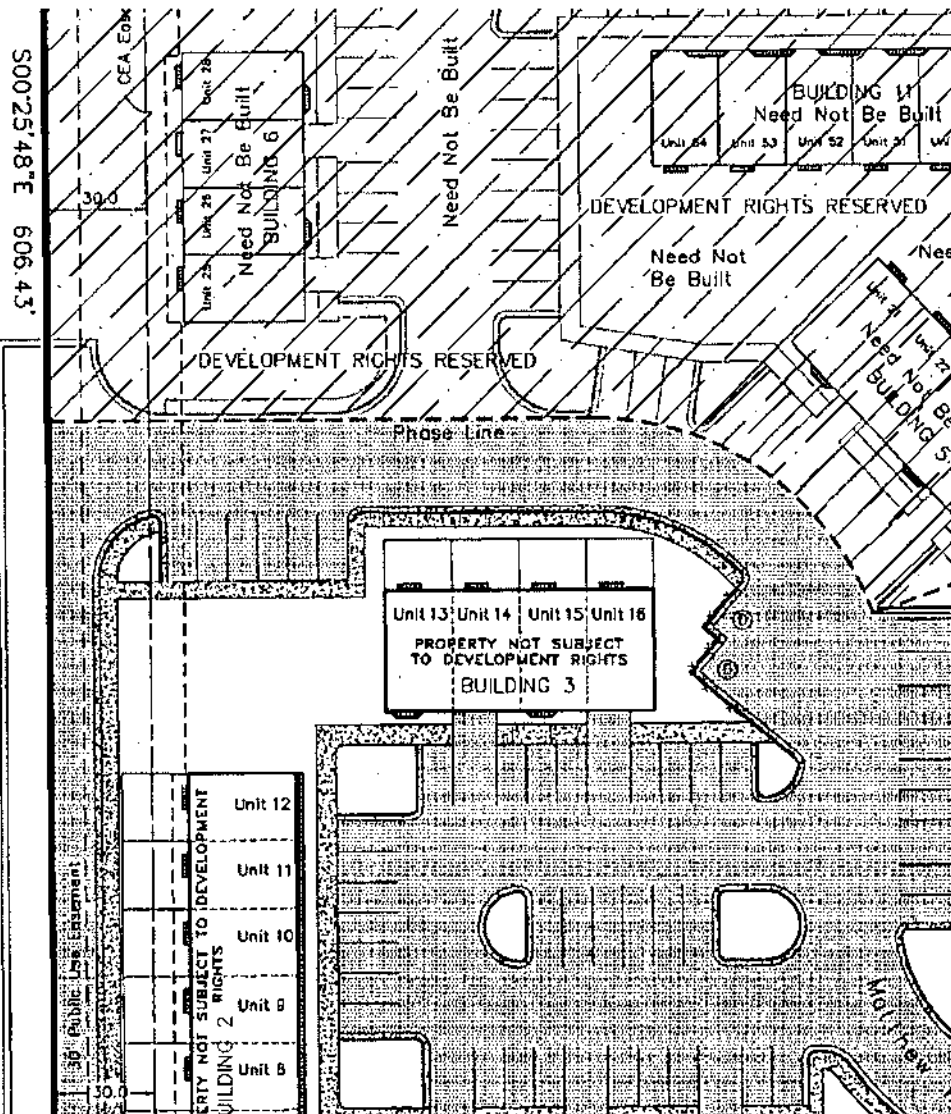
Need Not Be Built

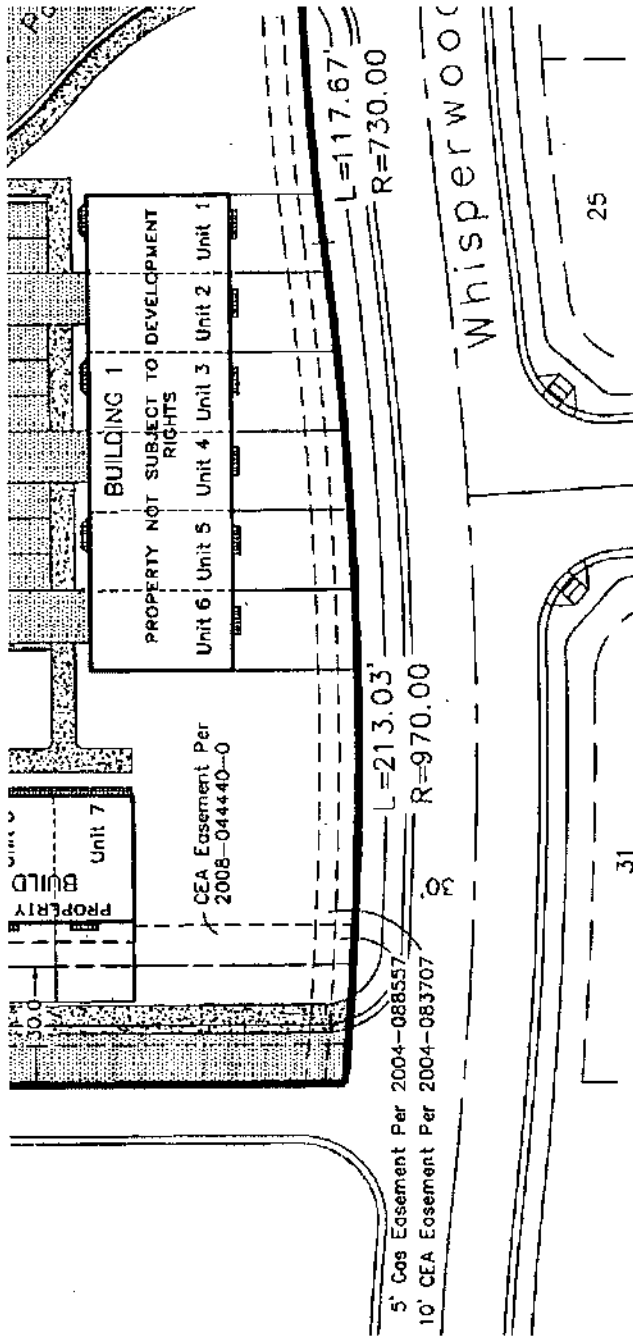
Unit 29 Unit 30 Unit 31 Unit 32
Need Not Be Built
BUILDING 7

10' CEA Easement Per 2004-056939



Unsubdivided





Legend:

- Wood Deck
- Concrete
- Pavement
- Overhang
- Dumpster Location
- Fence

GRAPHIC SCALE



(IN FEET)

1 INCH = 40 FT.

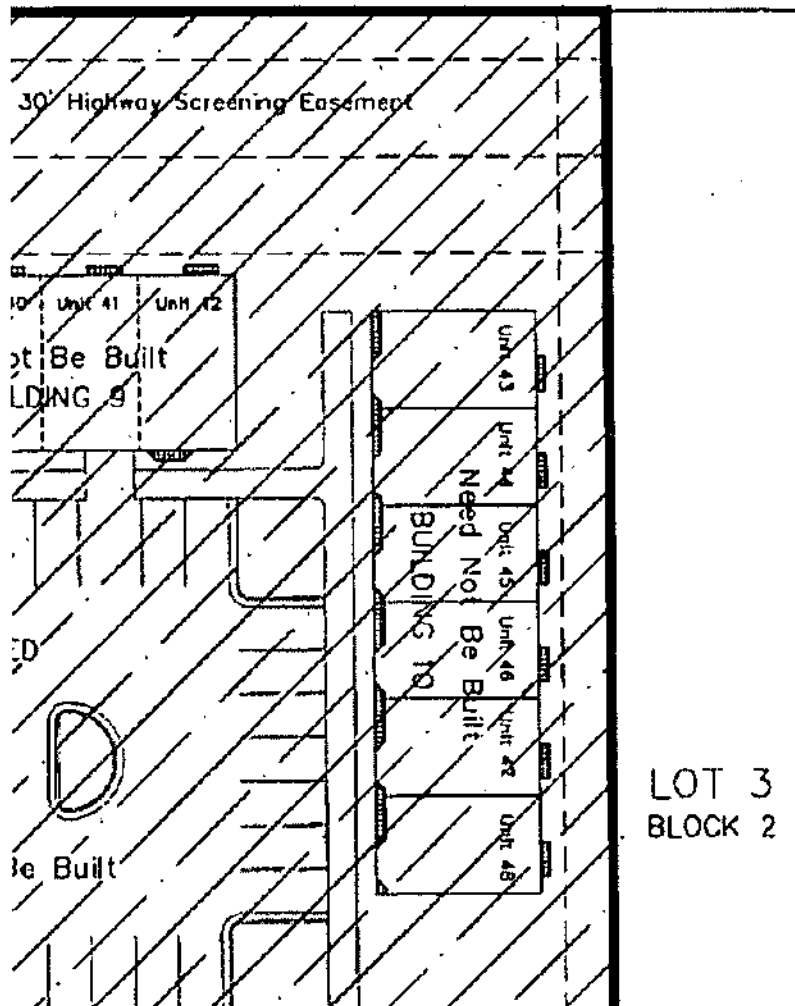


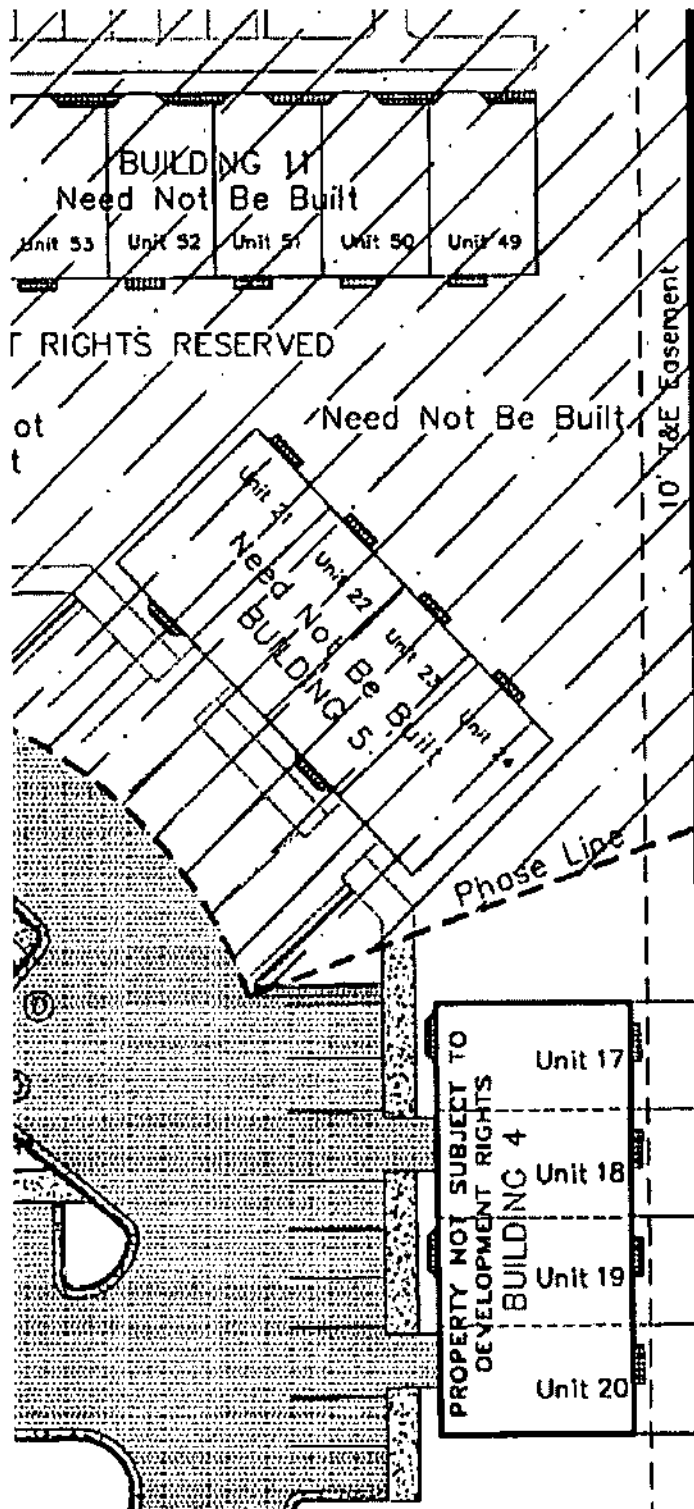
16 of 40

2009-053155-0

ridor

ue)





N00°25'48"W 596.37'



BENEFICIARY:

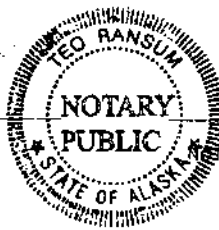
Melissa Reiser Vice President
FIRST NATIONAL BANK ALASKA AUTHORIZED SIGNER/POSITION
MELISSA REISER

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 7 DAY OF August 2009.

FOR:

4/12/2011
MY COMMISSION EXPIRES 4/12/2011
NOTARY PUBLIC



OWNER'S CERTIFICATE

THE UNDERSIGNED, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOT 4, BLOCK 2, WHISPERWOOD SUBDIVISION PHASE 1 (PLAT 2004-122), LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA, ANCHORAGE RECORDING DISTRICT.

THE UNDERSIGNED AS DECLARANT UNDER THAT CERTAIN DECLARATION OF WHISPERWOOD SQUARE, RECORDED ON THE 9TH DAY OF FEBRUARY, 2009, AT SERIAL RECORDING NO. 2009-007721-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA; AS AMENDED BY AMENDMENT NO. 1 TO THE DECLARATION RECORDED ON THE 3RD DAY OF APRIL, 2009, AT SERIAL NO. 2009-021323-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 2 TO THE DECLARATION RECORDED ON THE 19TH DAY OF MAY 2009, AT SERIAL NO. 2009-033180-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 3 TO THE DECLARATION RECORDED ON THE 9TH DAY OF JUNE 2009, AT SERIAL NO. 2009-038442-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA. ("DECLARATION"). PURSUANT TO SECTION 34.08.100 OF THE ALASKA COMMON INTEREST OWNERSHIP ACT DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT THE CREATION OF THE UNITS AND COMMON ELEMENTS AS SHOWN HEREIN.

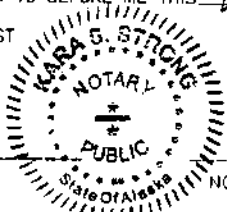
David D. Hultquist
OWNER DAVID D. HULTQUIST
HULTQUIST HOMES INC.
360 EAST 100TH AVENUE
ANCHORAGE, AK. 99515

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 7th DAY OF August 2009.

FOR: DAVID D. HULTQUIST

3/18/10
MY COMMISSION EXPIRES 3/18/10
NOTARY PUBLIC



19 of 40
2009-053155-0

CERTIFICATE OF COMPLETION

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

I DO HEREBY CERTIFY THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS.

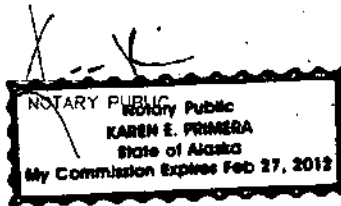
Anthony P. Hoffman
ANTHONY P. HOFFMAN, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

8-6-09

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 6th DAY OF August 2009.
FOR: ANTHONY P. HOFFMAN

2-27-2012
MY COMMISSION EXPIRES



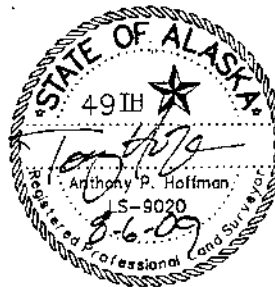
SURVEYOR'S CERTIFICATE

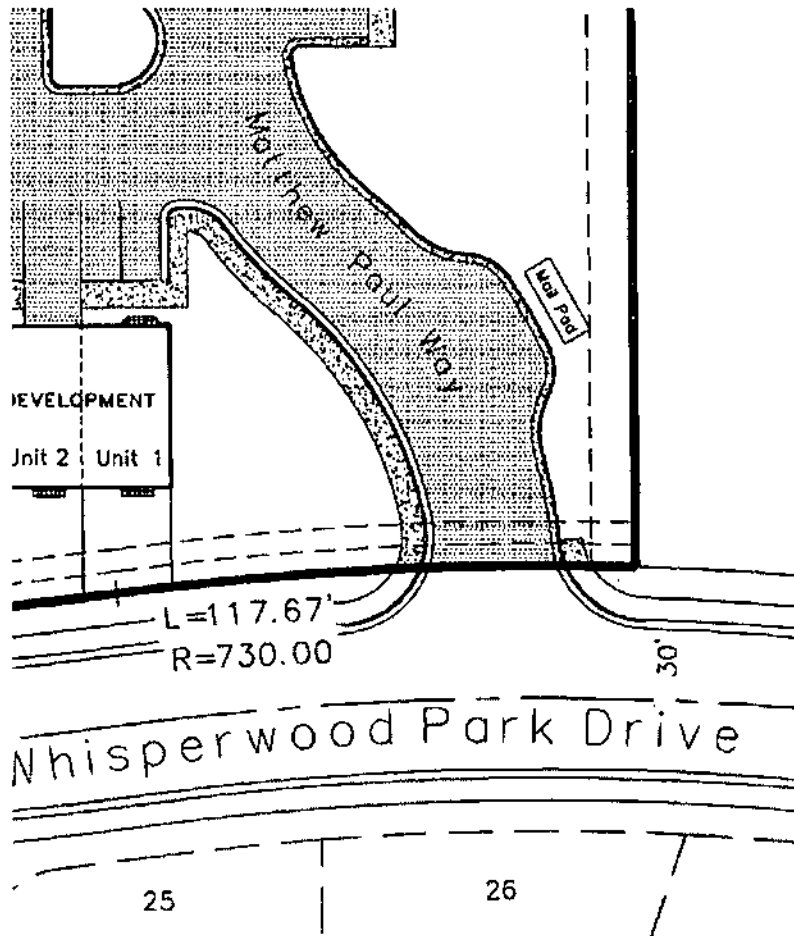
SECTION 34.08.170 OF THE COMMON INTEREST OWNERSHIP ACT REQUIRES THAT A CERTIFICATION BE MADE WHICH STATES THAT PLAT AND PLAN CONTAINS THE INFORMATION AS SET FORTH IN SECTION 34.08.170.

I DO HEREBY CERTIFY THAT THIS PLAT AND PLANS ARE A TRUE AND CORRECT LAYOUT OF THE UNITS ACCURATELY SURVEYED TO DEPICT AN AS-BUILT SURVEY AND THAT THE INFORMATION REQUIRED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THE PLAT AND PLANS FILED HEREWITH. THE VERTICAL AND HORIZONTAL BOUNDARIES AND DIMENSIONS DEPICTED ON THE PLANS ARE REPRODUCED DIRECTLY FROM ACTUAL CONSTRUCTION DRAWINGS AND ACCORDINGLY ARE NOT INCLUDED IN THIS CERTIFICATION.

Anthony P. Hoffman
ANTHONY P. HOFFMAN, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

8-6-09





Units Legend:

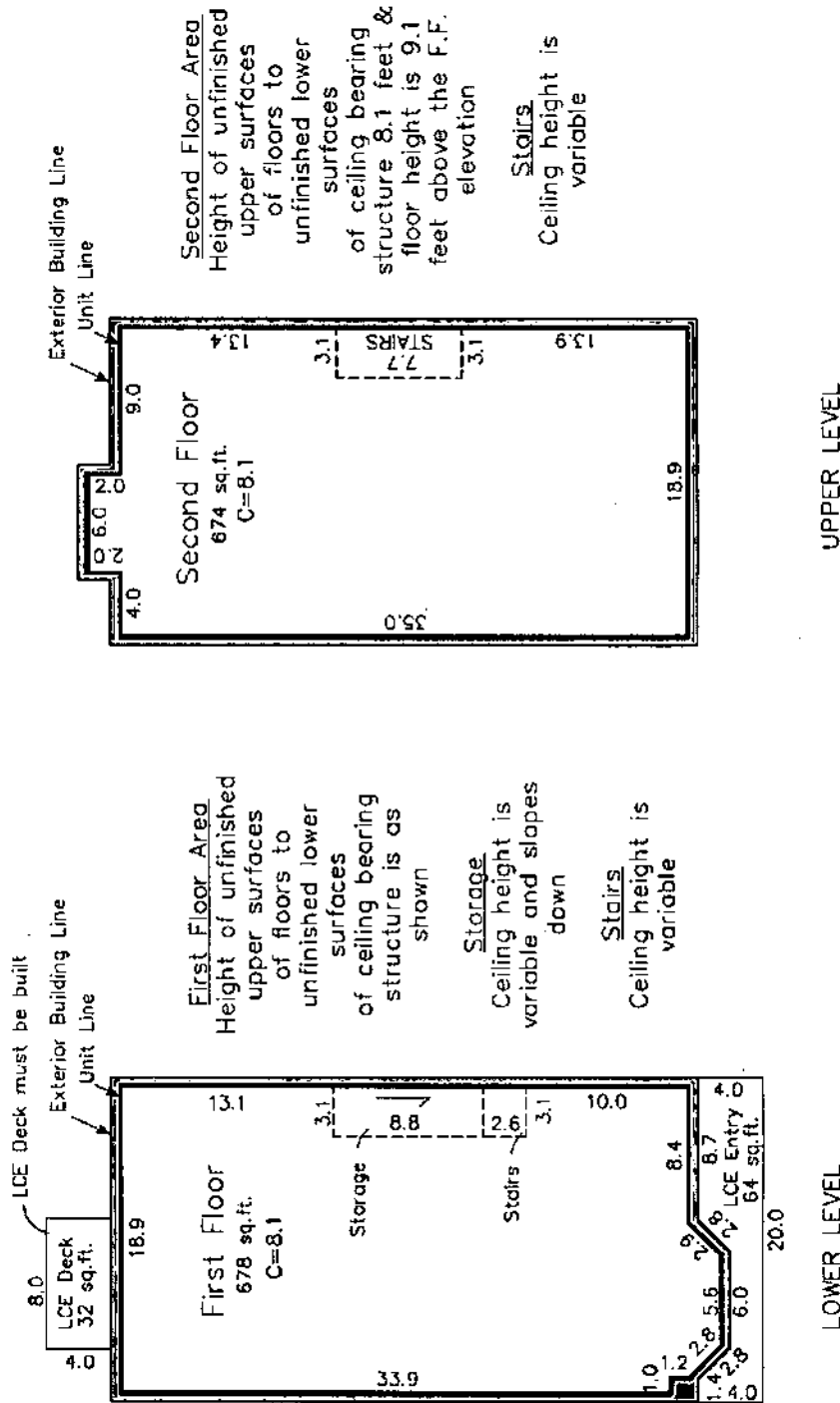


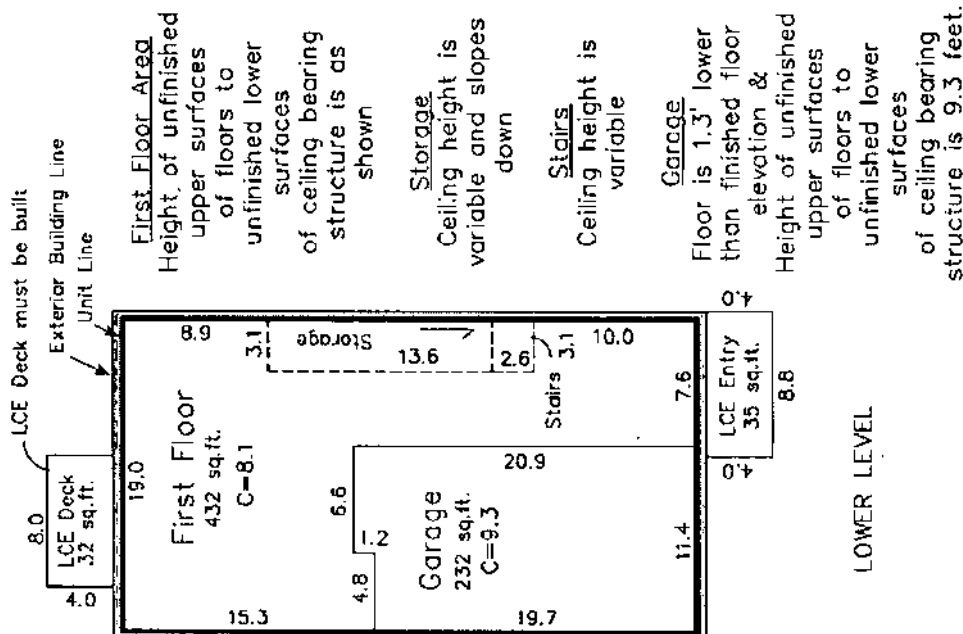
C=	Celling height
→	Celling slope
—	Celling slope line
LCE	Limited Common Element



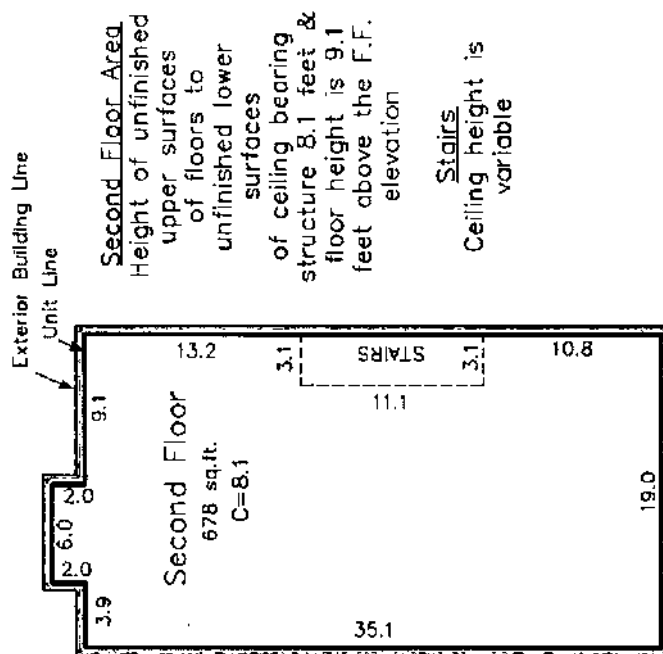
Unit Details

Scale: 1"=10'





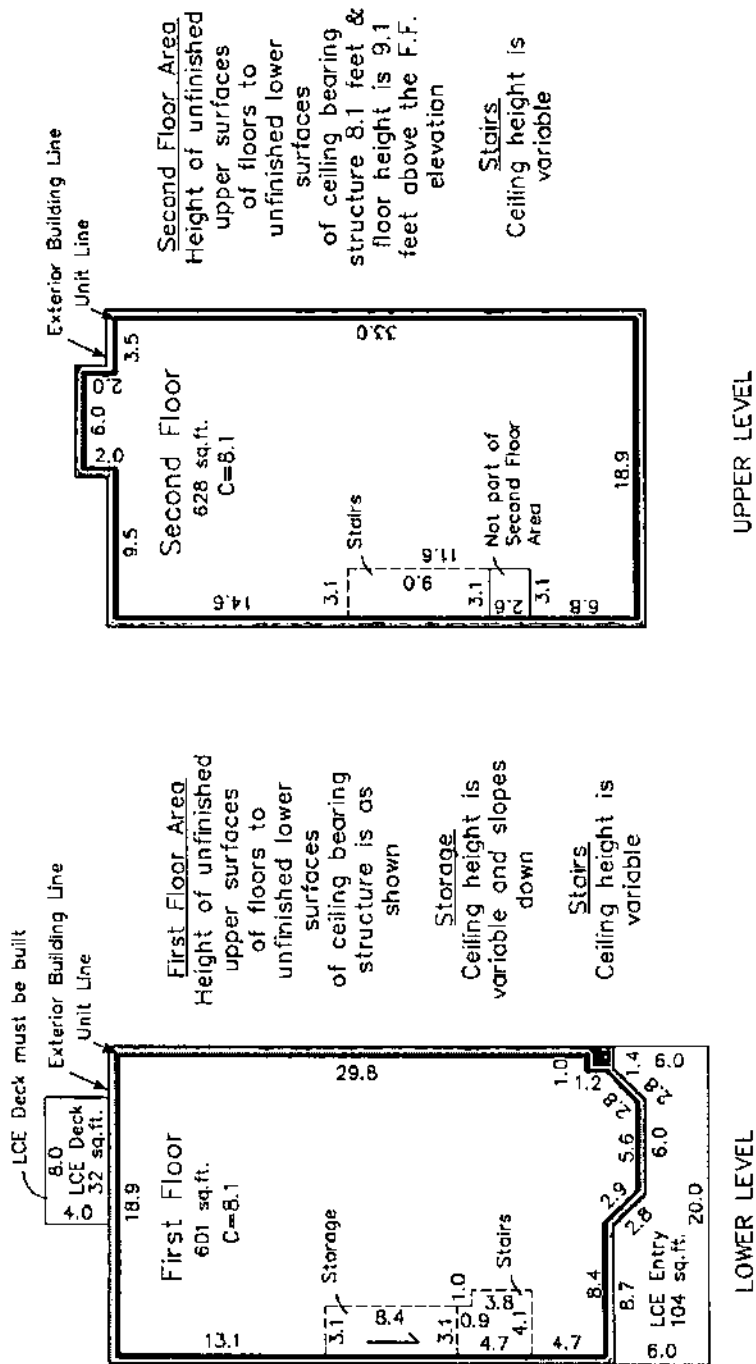
LOWER LEVEL



UPPER LEVEL

Units 2, 4, 6, 14, 16, 18 & 20





Units 7-12



WHISPERWOOD SQUARE

PHASE 5

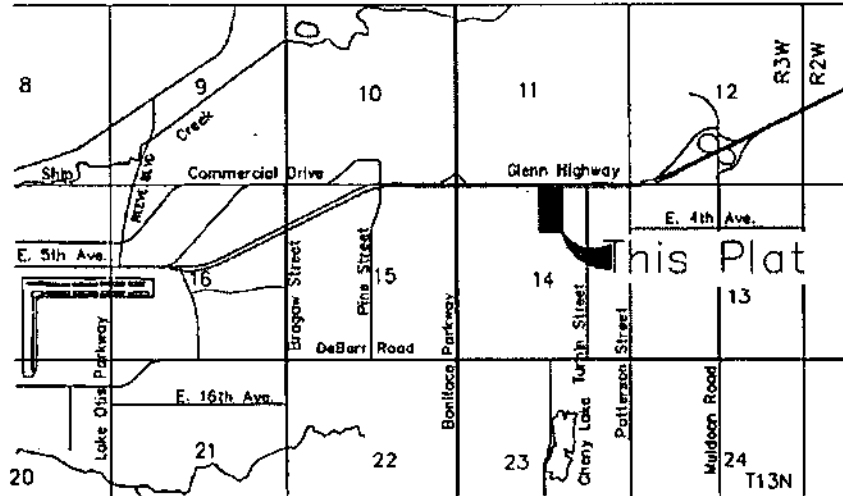
A COMMON INTEREST COMMUNITY

NOTES:

1. ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND DECIMAL PORTIONS OF FEET.
2. ALL BUILDING TIES ARE AT 90° TO THE PROPERTY LINES UNLESS OTHERWISE NOTED.
3. ELEVATION DATUM FOR THE BUILDINGS IS GREATER ANCHORAGE AREA BOROUGH, POST QUAKE, U.S. GEODETIC SURVEY, MEAN SEA LEVEL OF 1972.
4. EACH UNIT IS DESIGNATED BY A NUMBER INDICATING THE DESIGNATION OF THE UNIT WITHIN THE PROJECT (i.e. UNIT 2).
5. THIS PROJECT IS LOCATED ON LOTS 4, BLOCK 2, WHISPERWOOD SUBDIVISION PHASE 1, LOCATED WITHIN THE NW 1/4, NE 1/4, SEC. 14, T13N, R3W, S.M. ALASKA, ANCHORAGE RECORDING DISTRICT, PLAT 2004-122.
6. THE CONDOMINIUM DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE "COMMON INTEREST OWNERSHIP ACT", ALASKA STATUTE 34.08.
7. AREAS OUTSIDE OF UNIT BOUNDARIES AND LIMITED COMMON ELEMENTS, AS SPECIFIED IN THE DECLARATION, ARE COMMON ELEMENTS.
8. CERTAIN IMPROVEMENTS WHICH MAY BE BUILT BY DECLARANT AS PART OF ITS SPECIAL DECLARANT RIGHTS, IN ADDITION TO BUILDINGS AND IMPROVEMENTS SHOWN, MAY INCLUDE ROADS, PAVEMENT AND CURBS, STREET LIGHTING, RETAINING WALLS, DRAINAGE SYSTEMS, GRADING, LANDSCAPING, PLANTS, SHRUBS AND TREES, FENCES, SIGNS, PIPES, DUCTS, CABLES, UTILITY WAYS, INFRASTRUCTURE, AND ACCESSORY OR RELATED STRUCTURES AND FIXTURES AND IMPROVEMENTS WHICH ARE REQUIRED BY APPROPRIATE GOVERNMENTAL AUTHORITIES, OR UTILITY COMPANIES, OR WHICH WILL ENHANCE THE COMMUNITY IN THE DISCRETION OF THE DECLARANT. THE IMPROVEMENTS "NEED NOT BE BUILT" IN ANY PARTICULAR ORDER OR AT ANY PARTICULAR LOCATION IN THE PROPERTY AND WILL HAVE DIMENSIONS CONSISTENT WITH THEIR PURPOSES. PLEASE REFER TO ARTICLE VII OF THE DECLARATION OF LIMITATIONS AND RESERVATIONS FOR THESE RIGHTS.
9. UNIT BOUNDARIES SHOWN ON THIS SHEET ARE ACTUAL UNIT BOUNDARIES PER DEFINITION OF UNIT IN ARTICLE IV OF THE DECLARATION.
10. DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
11. AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 86.514 S.F.
12. DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e. 4' = 4.00')
13. FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED ON THE 9TH DAY OF FEBRUARY, 2009, AT SERIAL RECORDING NO. 2009-007721-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
14. IMPROVEMENTS WITHIN AREAS DESIGNATED AS PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS MUST BE BUILT SUBJECT TO SPECIAL DECLARANT RIGHTS RESERVED IN ARTICLE VII OF THE DECLARATION.
15. EACH UNIT HAS LIMITED COMMON ELEMENT PARKING SPACE (i.e. P-5A, P-5B etc).
16. EACH UNIT HAS A LIMITED COMMON ELEMENT YARD (i.e. Y-5).



Sheet 1 of 2



Vicinity Map Scale: 1" = 1 Mile

A CONDOMINIUM PLAT OF:

Whisperwood Square Condominiums

PHASE 5

ADDING UNITS 17 THROUGH 20

Located on:

Lot 4, Block 2, Whisperwood Subdivision Phase 1 (Plat Number 2004-122), Located Within the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 14, Township 13 North, Range 3 West, Seward Meridian, Anchorage Recording District, Alaska.

Antech

LAND & CONSTRUCTION SURVEYORS*AUTOCAD
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)
PLANNERS
ENGINEERS
email: mail@antechi.com

Grid: SW1239

Scale: 1"=40'

Date: August 4, 2009

Work Order: 2007M03

Drawn By: CB

Check By: TH



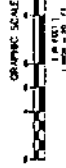
26 of 40

2009-053155-0

**WHISPERWOOD SQUARE
PHASE 5
A COMMON INTEREST COMMUNITY**

Unit Number	Phase	Address	Unit Size (sq. ft.)
101	1	101 Whisperwood Square	1,100
102	1	102 Whisperwood Square	1,100
103	1	103 Whisperwood Square	1,100
104	1	104 Whisperwood Square	1,100
105	1	105 Whisperwood Square	1,100
106	1	106 Whisperwood Square	1,100
107	1	107 Whisperwood Square	1,100
108	1	108 Whisperwood Square	1,100
109	1	109 Whisperwood Square	1,100
110	1	110 Whisperwood Square	1,100
111	1	111 Whisperwood Square	1,100
112	1	112 Whisperwood Square	1,100
113	1	113 Whisperwood Square	1,100
114	1	114 Whisperwood Square	1,100
115	1	115 Whisperwood Square	1,100
116	1	116 Whisperwood Square	1,100
117	1	117 Whisperwood Square	1,100
118	1	118 Whisperwood Square	1,100
119	1	119 Whisperwood Square	1,100
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123	1	123 Whisperwood Square	1,100
124	1	124 Whisperwood Square	1,100
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128	1	128 Whisperwood Square	1,100
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196	1	196 Whisperwood Square	1,100
197	1	197 Whisperwood Square	1,100
198	1	198 Whisperwood Square	1,100
199	1	199 Whisperwood Square	1,100
200	1	200 Whisperwood Square	1,100

NOT TO SCALE. UNIT 101 IS SHOWN FOR REFERENCE ONLY.



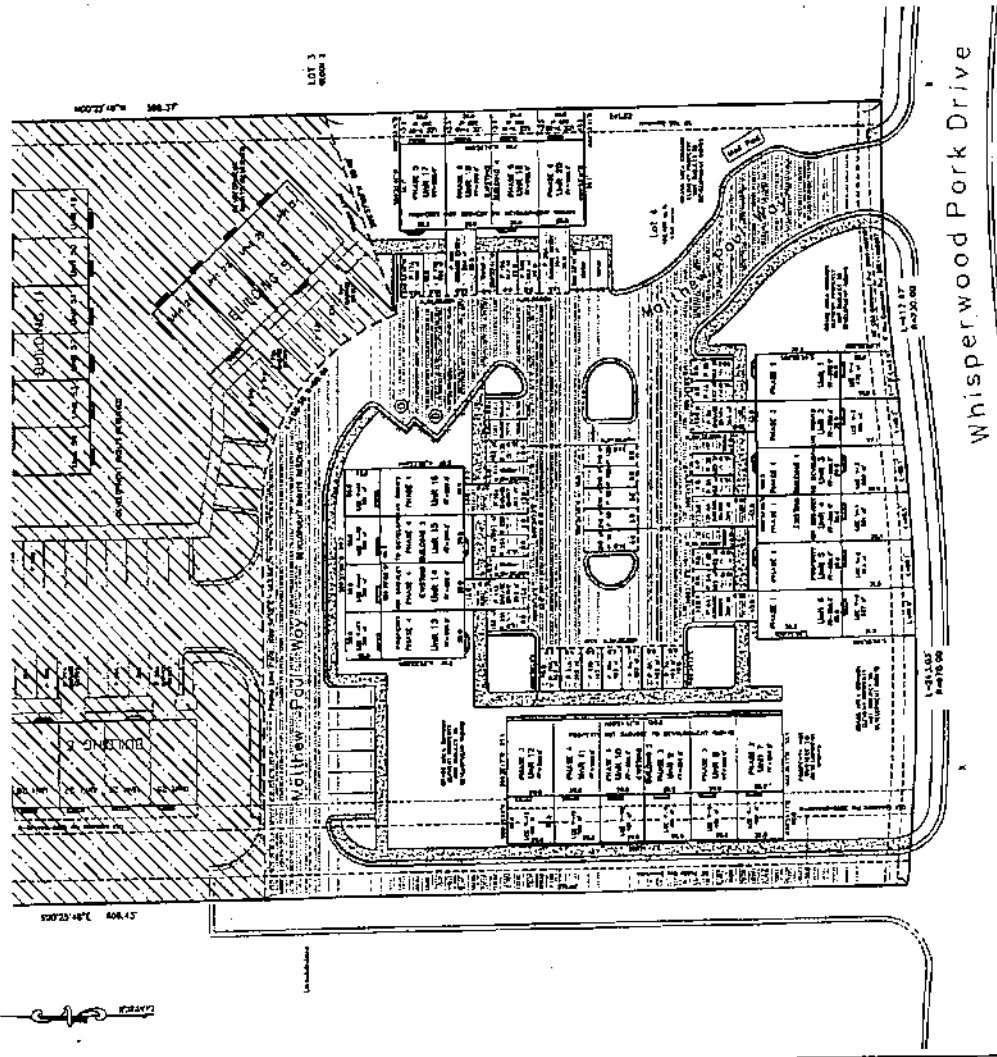
Sheet 2 of 2



Whisperwood Square Condominiums
PHASE 5
ADDING UNITS 17 THROUGH 20

Prepared by: Lantech, Inc.
10000 Whisperwood Square, Suite 100, Dallas, TX 75243
Phone: (214) 343-1234
Fax: (214) 343-1235
Email: info@lantech.com

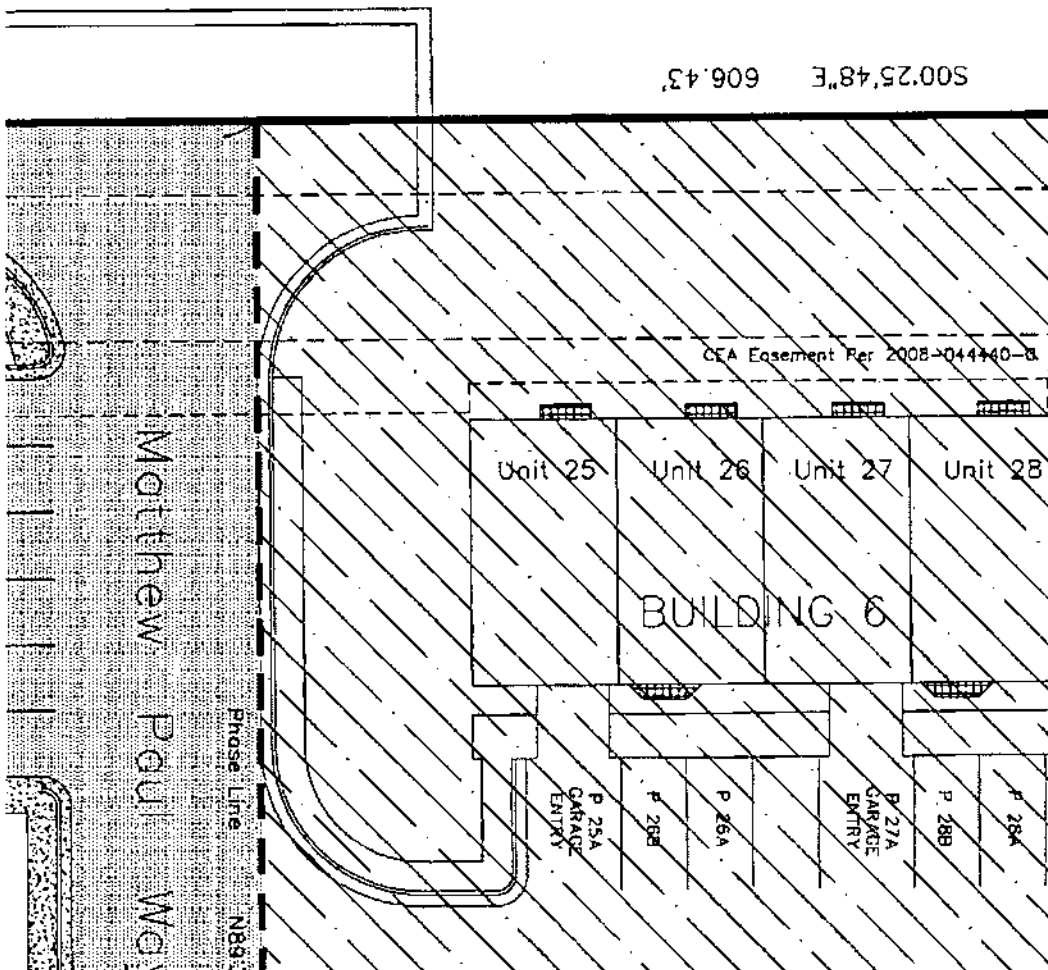
Lantech
LANDSCAPE ARCHITECTS
10000 Whisperwood Square, Suite 100, Dallas, TX 75243
Phone: (214) 343-1234
Fax: (214) 343-1235
Email: info@lantech.com



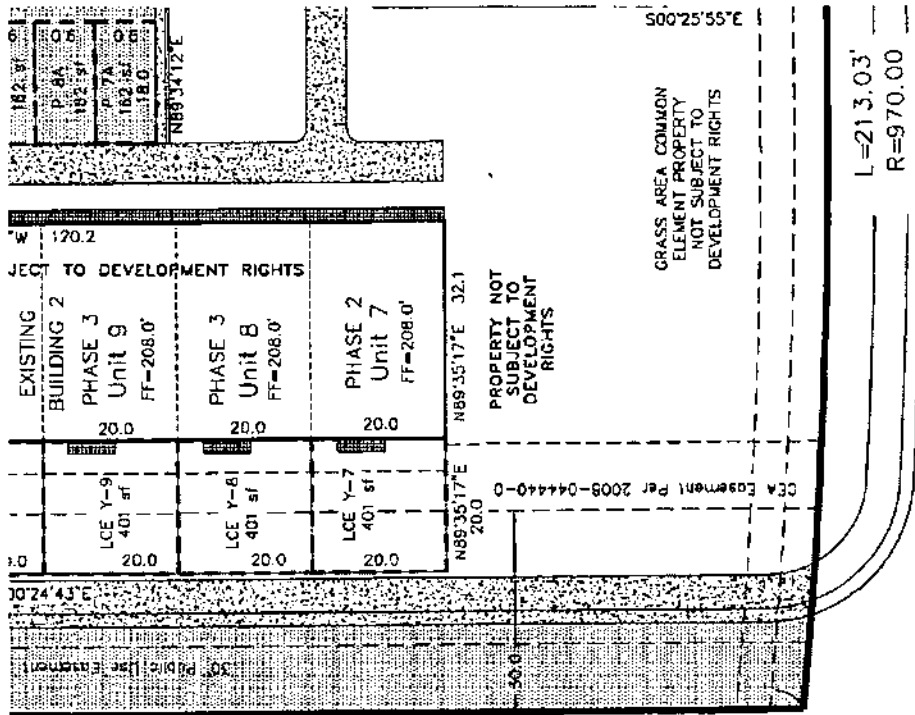
Whisperwood Park Drive



Unsubdivided

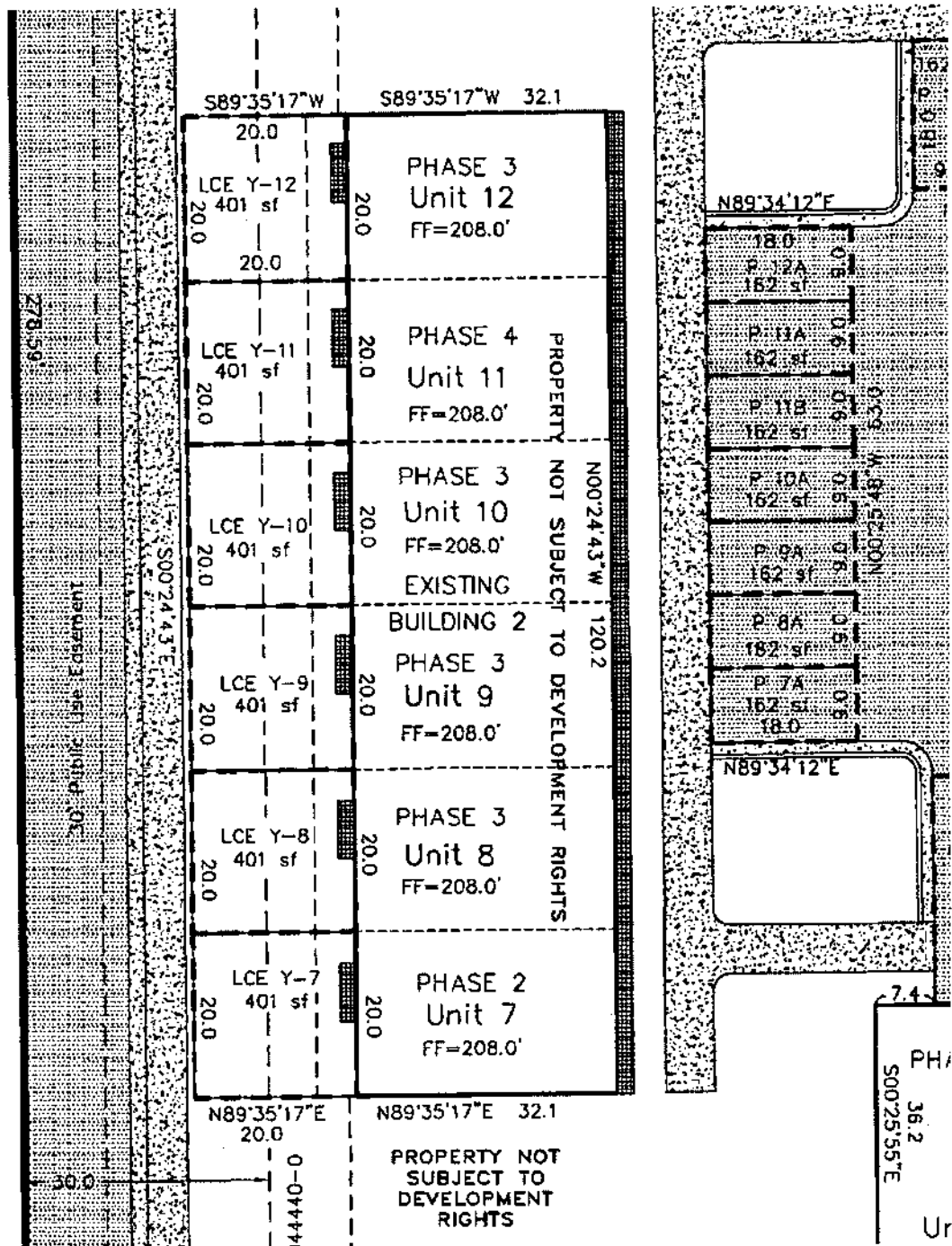


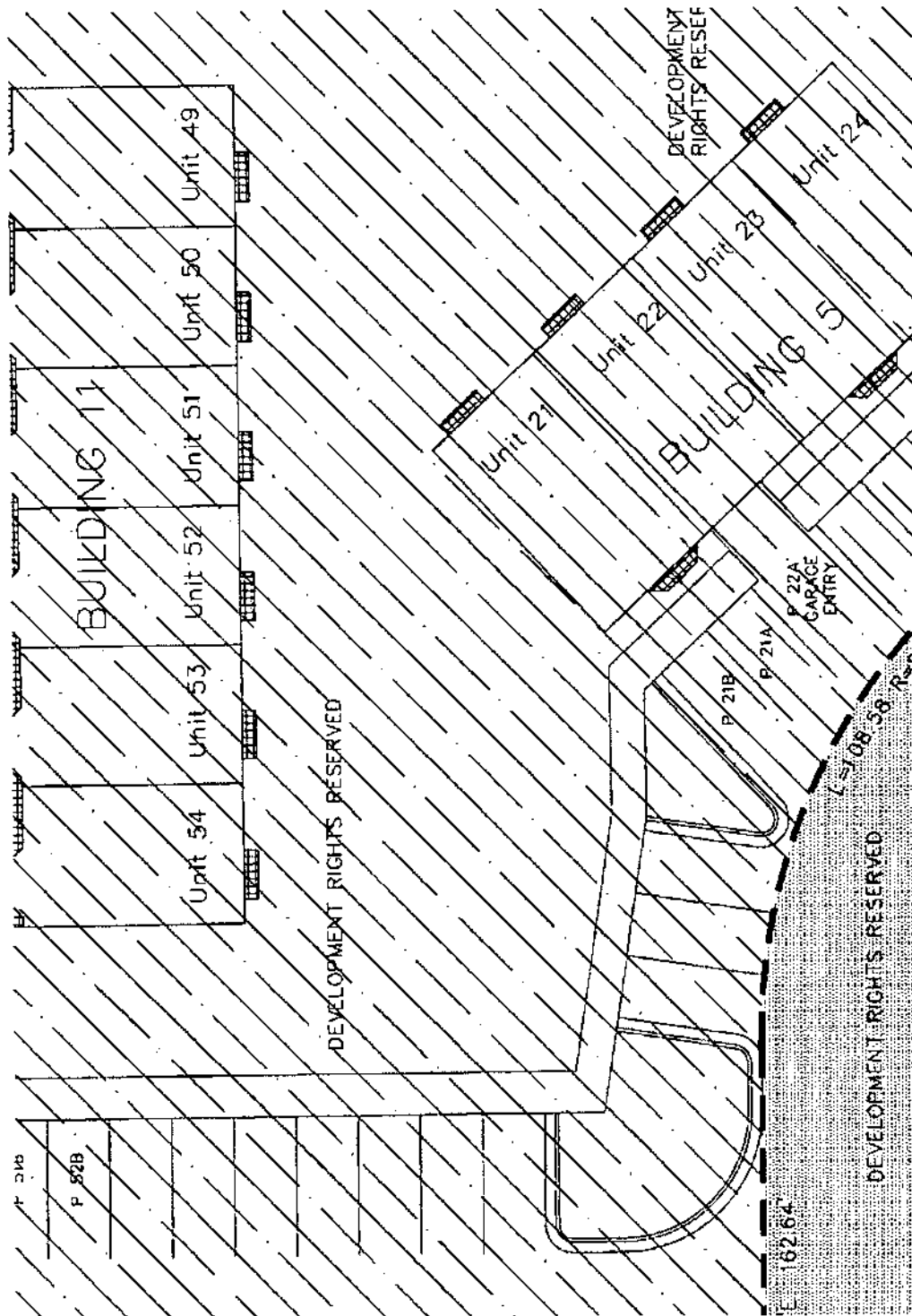




30

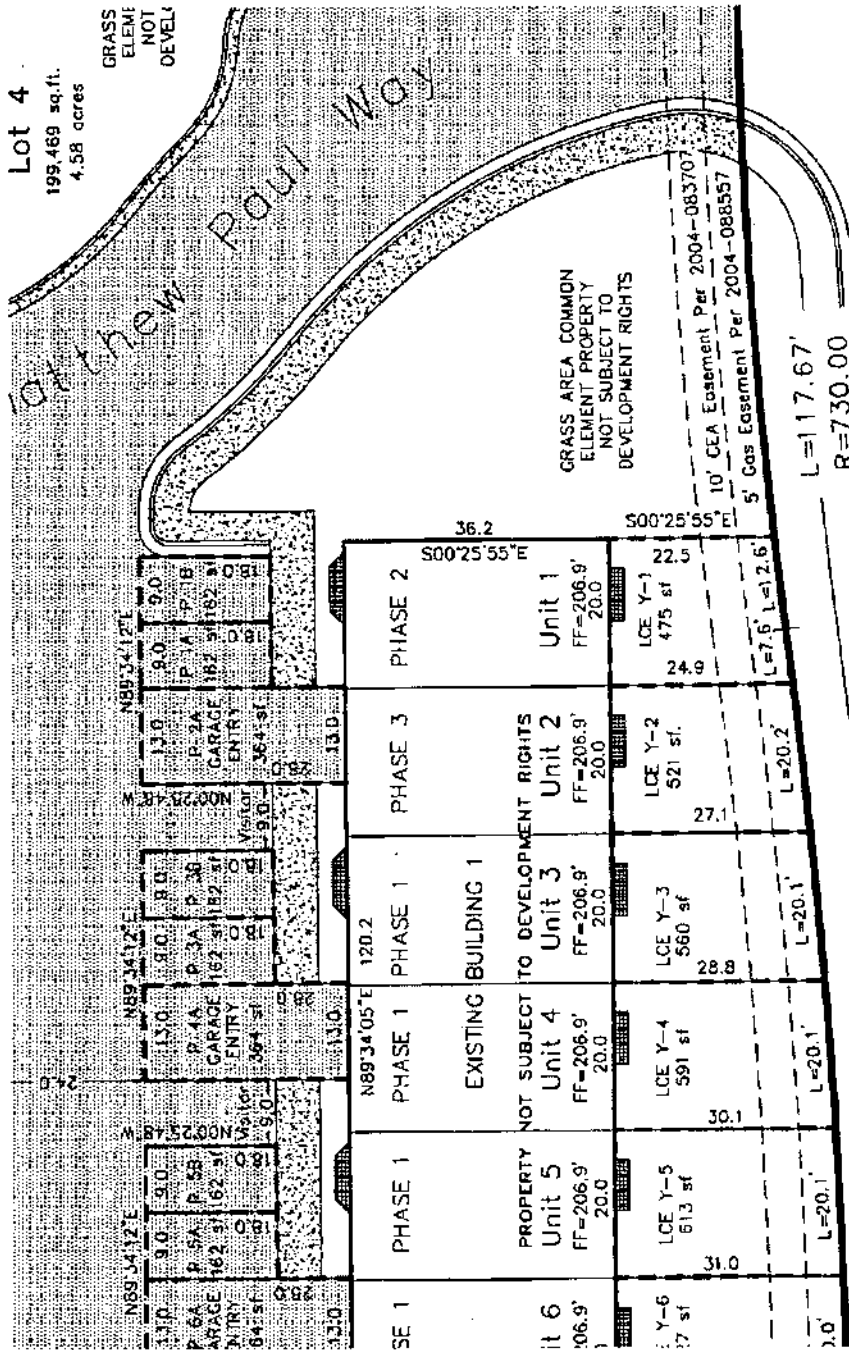






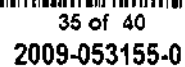
Lot 4
199,489 sq.ft.
4.58 acres

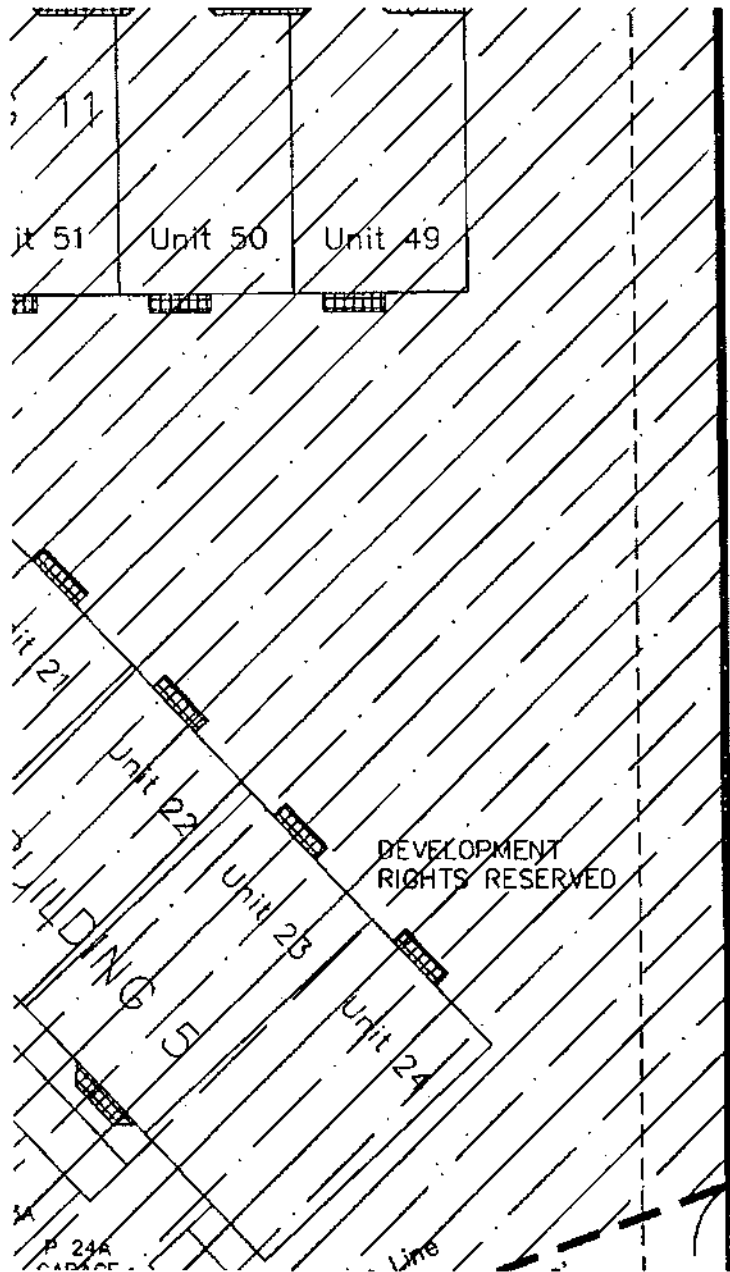
GRASS
ELEMENT
NOT
DEVELOP



Whisperwood Pa







N00°25'48"W 596.37'

LOT 3
BLOCK 2



36 of 40
2009-053155-0

Lot 4

199,469 sq.ft.

4.58 acres

GRASS AREA COMMON
ELEMENT PROPERTY
NOT SUBJECT TO
DEVELOPMENT RIGHTS

10' T&E Easement

Mail Pod

004-083707

4-088557

30'

od Park Drive



37 of 40

2009-053155-0

WHISPERWOOD SQUARE

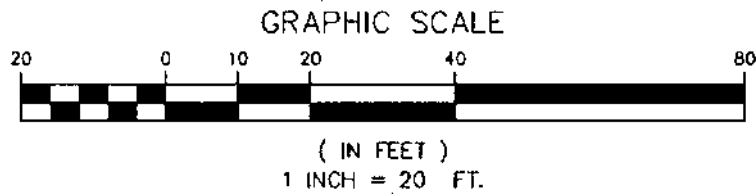
PHASE 5

A COMMON INTEREST COMMUNITY

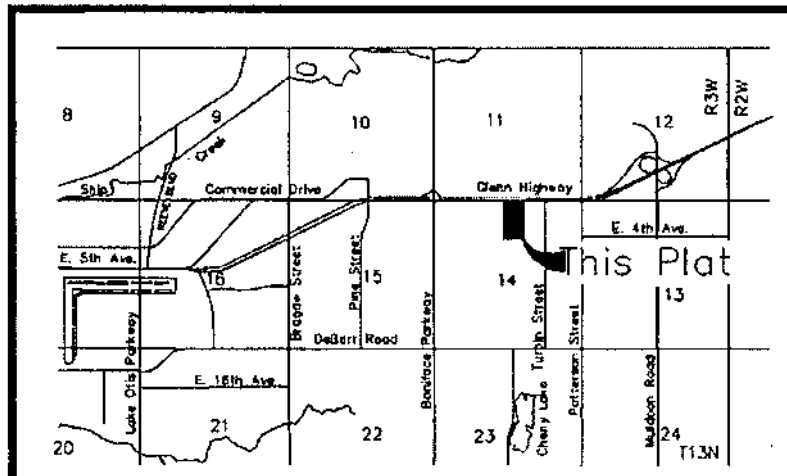
Unit Numbers	Finished Floor Elevations	Addresses	Total LCE Area *
UNIT 1	206.9'	198 Matthew Paul Way	863 s.f.
UNIT 2	206.9'	196 Matthew Paul Way	920 s.f.
UNIT 3	206.9'	194 Matthew Paul Way	948 s.f.
UNIT 4	206.9'	192 Matthew Paul Way	990 s.f.
UNIT 5	206.9'	190 Matthew Paul Way	1001 s.f.
UNIT 6	206.9'	188 Matthew Paul Way	1026 s.f.
UNIT 7	208.0'	186 Matthew Paul Way	883 s.f.
UNIT 8	208.0'	184 Matthew Paul Way	883 s.f.
UNIT 9	208.0'	182 Matthew Paul Way	883 s.f.
UNIT 10	208.0'	180 Matthew Paul Way	883 s.f.
UNIT 11	208.0'	178 Matthew Paul Way	829 s.f.
UNIT 12	208.0'	176 Matthew Paul Way	883 s.f.
UNIT 13	206.8'	174 Matthew Paul Way	689 s.f.
UNIT 14	206.8'	172 Matthew Paul Way	699 s.f.
UNIT 15	206.8'	170 Matthew Paul Way	689 s.f.
UNIT 16	206.8'	168 Matthew Paul Way	698 s.f.
UNIT 17	205.9'	173 Matthew Paul Way	722 s.f.
UNIT 18	205.9'	175 Matthew Paul Way	697 s.f.
UNIT 19	205.9'	177 Matthew Paul Way	686 s.f.
UNIT 20	205.9'	179 Matthew Paul Way	697 s.f.

* TOTAL LCE AREA INCLUDES LCE PARKING, LCE YARD, AND LCE ENTRANCE OF THE UNIT. THE LCE REAR DECK IS INCLUDED IN THE LCE YARD AREA.





Sheet 2 of 2



Vicinity Map Scale: 1" = 1 Mile

A CONDOMINIUM PLAT OF:

Whisperwood Square Condominiums

PHASE 5

ADDING UNITS 17 THROUGH 20

Located on:

Lot 4, Block 2, Whisperwood Subdivision Phase 1 (Plat Number 2004-122), Located Within the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 14, Township 13 North, Range 3 West, Seward Meridian, Anchorage Recording District, Alaska.

Lantech

LAND & CONSTRUCTION SURVEYORS*AUTOCAD
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)

PLANNERS
ENGINEERS
email: mail@lantech.com

Grid: SW1239

Scale: 1"=20'

Date: August 4, 2009

Work Order: 2007M03

Drawn By: CB

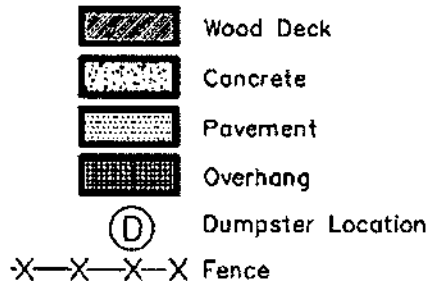
Check By: TH



39 of 40

2009-053155-0

Legend:



Notes:

1. RIGHT OF WAY EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF, GRANTED TO CHUGACH ELECTRIC ASSOCIATION, INC. AND ITS ASSIGNS AND/OR SUCCESSORS IN INTEREST, TO CONSTRUCT, OPERATE AND MAINTAIN AN ELECTRIC TRANSMISSION AND/OR TELEPHONE DISTRIBUTION LINE OR SYSTEM BY INSTRUMENT RECORDED AUGUST 2, 1952, BOOK 78 PAGE 56 IS A BLANKET EASEMENT THAT AFFECTS LOT 4, AND IS NOT PLOTTED HEREON.
2. RESERVATION OF ALL MINERALS AND MINERAL RIGHTS TOGETHER WITH THE RIGHT TO REMOVE SAME BELOW A DISTANCE OF 250 FEET BELOW THE SURFACE WITHOUT DAMAGING OR DISTURBING THE SURFACE OR SURFACE IMPROVEMENTS, AS RESERVED IN WARRANTY DEED, RECORDED DECEMBER 3 2003, AS INSTRUMENT NO. 2003-125834-0 AFFECTS LOT 4, AND IS NOT PLOTTED HEREON.
3. SANITARY SEWER MAIN EXTENSION AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, BY AND BETWEEN THE MUNICIPALITY OF ANCHORAGE AND WHITE RAVEN DEVELOPMENT, INC., RECORDED FEBRUARY 24, 2004, AS INSTRUMENT NO. 2004-011706-0 AND AMENDED BY INSTRUMENT RECORDED MAY 23, 2005 AS INSTRUMENT NO. 2005-033821-0 AFFECTS THIS PROPERTY, AND IS NOT PLOTTED HEREON.
4. WATER MAIN EXTENSION AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, BY AND BETWEEN THE MUNICIPALITY OF ANCHORAGE AND WHITE RAVEN DEVELOPMENT, INC. RECORDED FEBRUARY 24, 2004, AS INSTRUMENT NO. 2004-011707-0 AND AMENDED BY INSTRUMENT RECORDED MAY 23, 2005 AS INSTRUMENT NO. 2005-033820-0 AFFECTS THIS PROPERTY, AND IS NOT PLOTTED HEREON.
5. A BLANKET EASEMENT FOR NATURAL GAS PIPELINES AND APPURTENANCES THERETO GRANTED TO ENSTAR NATURAL GAS COMPANY, A DIVISION OF SEMCO ENERGY, INC., RECORDED AUGUST 19, 2008 AS INSTRUMENT NO. 2008-047342-0.



ALASKA

2009-060583-0

Recording Dist: 301 - Anchorage

9/17/2009 8:45 AM Pages: 1 of 39



AMENDMENT NO. 5 TO DECLARATION

OF

WHISPERWOOD SQUARE

EXERCISING DEVELOPMENT RIGHTS

ADDING UNITS 21 THROUGH 24

AFTER RECORDATION RETURN TO:

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

AMENDMENT NO. 5 TO
DECLARATION
OF
WHISPERWOOD SQUARE
EXERCISING DEVELOPMENT RIGHTS
ADDING UNITS 21 THROUGH 24

Hultquist Homes, Inc., an Alaska corporation, with an office at 351 E. 104th Avenue, Suite 100, Anchorage, Alaska 99515, "Declarant" under that certain Declaration for Whisperwood Square, recorded on the 9th day of February, 2009, at Serial No. 2009-007721-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 1 to the Declaration recorded on the 3rd day of April, 2009, at Serial No. 2009-021323-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 2 to the Declaration recorded on the 19th day of May, 2009, at Serial No. 2009-033180-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 3 to the Declaration recorded on the 9th day of June, 2009, at Serial No. 2009-038442-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 4 to the Declaration recorded on the 10th day of August, 2009, at Serial No. 2009-053155-0 in the Anchorage Recording District, Third Judicial District, State of Alaska ("Declaration") pursuant to Section 34.08.180 of the Alaska Uniform Common Interest Ownership Act, and pursuant to reservations of Development Rights reserved pursuant to Section 34.08.130(a) (8) of the Act and Article VII of the Declaration, does hereby amend the Declaration and does hereby declare:

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

ARTICLE II. Schedule A-2, Table of Interests, attached hereto, adding four (4) units being Units 21 through 24, together with their appurtenant Limited Common Elements, and interests is substituted for the current Schedule A-2 of the Declaration which is declared null and void.

70 ARTICLE III. Schedule A-3, Plat, attached hereto and filed under Plat No. 2009-70, supplements the current Schedule A-3 of the Declaration as filed under Plat No. 2009-58, by reflecting the addition Units 21 through 24 and Limited Common Elements on that portion of the Property shown on the Plat as "Property Not Subject to Development Rights."

ARTICLE IV. Development rights reserved in the Declaration within that portion of the Property, shown on Plat No. 2009-70, Anchorage Recording District, Third



Judicial District, State of Alaska as "Development Rights Reserved" are hereby declared terminated. Limited Common Elements depicted on Schedule A-3 hereto are hereby assigned as appurtenant to the Units indicated. Those Limited Common Elements described in Article V and not otherwise depicted on Schedule A-3 hereto are hereby assigned to their appurtenant Units as applicable.

ARTICLE IV. All other terms and conditions of the Declaration remain the same.

Signed, Sealed and Delivered
in the Presence of:

HULTQUIST HOMES, INC.

By: David Hultquist
David Hultquist
Its: President

STATE OF ALASKA)

THIRD JUDICIAL DISTRICT)

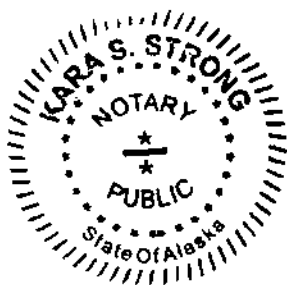
ss.

SEE NOTARIAL CERTIFICATE BELOW

THIS IS TO CERTIFY that on this _____ day of _____, 2009, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **DAVID HULTQUIST**, to me known and known to me to be the **PRESIDENT OF HULTQUIST HOMES, INC.**, acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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

ACKNOWLEDGMENT



State of Alaska
County of Anchorage - 3rd Judicial District

On September 15 2009, David D. Hultquist
personally appeared before me,

☒ who is personally known to me

_____ whose identity I proved on the basis of _____

_____ whose identity I proved on the oath/affirmation of _____
a credible witness

to be the signer of the above document, and he/she acknowledged that he/she signed it.

Kara S. Strong

Notary Signature

My Commission Expires: 3-18-10

Place Notary Seal Above this line and do not encroach
into 1" margin perimeters

AMENDMENT NO. 5 TO
DECLARATION OF WHISPERWOOD SQUARE
H409110VAMDS

Page 3



3 of 39

2009-060583-0

APPROVAL OF LENDER

The undersigned, beneficiary under the following Deeds of Trust;

1. Deed of Trust recorded on the 24th day of November, 2008 under Serial Number 2008-064845-0, in the Anchorage Recording District, Third Judicial District, State of Alaska; and
2. Construction Deed of Trust recorded on the 27th day of July, 2009 under Serial Number 2009-049595-0;

approves the foregoing Amendment No. 5 to the Declaration of Whisperwood Square, and the undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under said Deeds of Trust, shall not render void or otherwise impair the validity of the Amendment No. 5 to the Declaration and the covenants running with the land described in the Declaration.

DATED this 15th day of SEPTEMBER, 2009.

FIRST NATIONAL BANK ALASKA

By: Stacy Tomuro
Its: Vice President

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 15 day of SEPTEMBER, 2009, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **STACY TOMURO**, to me known and known to me to be the **VICE PRESIDENT OF FIRST NATIONAL BANK ALASKA**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

AMENDMENT NO. 5 TO
DECLARATION OF WHISPERWOOD SQUARE
H4091\10\AMD5

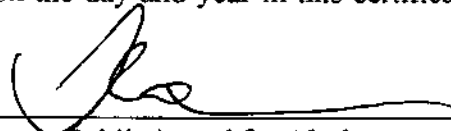
Page 4



4 of 39

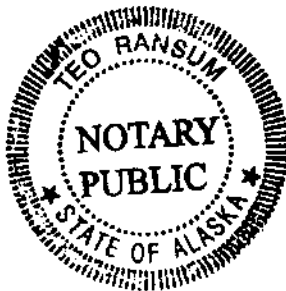
2009-060583-0

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



Notary Public in and for Alaska

My Commission Expires: 4/12/2011



Place Notary Seal Above this line and do not encroach into the 1" margin perimeters.



DESCRIPTION OF COMMON INTEREST COMMUNITY

(Declaration Schedule A-1)



SCHEDULE A-1

DESCRIPTION OF COMMON INTEREST COMMUNITY

PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS

That portion of Lot 4, Block 2, WHISPERWOOD SUBDIVISION – PHASE 1, according to the official plat thereof, filed under Plat No. 2004-122 records of the Anchorage Recording District, State of Alaska, shown on the Plat as “Property Not Subject to Development Rights.”

PROPERTY SUBJECT TO DEVELOPMENT RIGHTS

That portion of Lot 4, Block 2, WHISPERWOOD SUBDIVISION – PHASE 1, according to the official plat thereof, filed under Plat No. 2004-122 records of the Anchorage Recording District, State of Alaska, shown on the Plat as “Development Rights Reserved.”

ENCUMBRANCES AFFECTING THE COMMON INTEREST COMMUNITY

1. Reservations and exceptions as contained in the U.S. Patent.
2. Taxes and assessments, if any, due the Municipality of Anchorage.
3. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 2nd day of August 1952 in Book 78, Page 56 (Blanket Easement).
4. Right of Way Easement, including terms and provisions thereof, granted to CITY OF ANCHORAGE., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 17th day of June, 1971 in Miscellaneous Book 203, Page 167 (Blanket Easement).



5. Notice of Zoning Action, including the terms and provisions thereof, recorded on the 12th day of January, 1002 in Book 3752, Page 265.
6. Reservation of all oil, gas and mineral rights together with the right to remove same below a distance of 250 feet below the surface without damaging or disturbing the surface or surface improvements as reserved in an instrument recorded on the 3rd day of December 2003, Instrument No. 2008-125834-0.
7. Sanitary Sewer Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded on the 24th day of February, 2004, under Instrument No. 2004-011706-0 and amended by instrument recorded on the 23rd day of May, 2005 under Instrument No. 2005-033821-0.
8. Water Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded on the 24th day of February, 2004, under Instrument No. 2004-011707-0 and amended by instrument recorded on the 23rd day of May, 2005 under Instrument No. 2005-033820-0.
9. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 2nd day of August 2004 under Instrument No. 2004-056939-0 (Affects the West 10 feet of said lot and other property).
10. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 4th day of November, 2004 under Instrument No. 2004-083707-0 (Affects the Southerly 10 feet of said lot and other property).
11. Easement for natural gas pipelines and appurtenances thereto granted to ENSTAR Natural Gas Company, a division of SEMCO Energy, Inc., recorded November 29, 2004, Instrument No. 2004-088557-0. (Affects: the South 5 feet of said Lot and other property)



12. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 4th day of August, 2008 under Instrument No. 2008-044440-0 (See instrument for easement area).

13. Easement for natural gas pipelines and appurtenances thereto granted to ENSTAR Natural Gas Company, a division of SEMCO Energy, Inc., recorded August 19, 2008, as Instrument No. 2008-047342-0. (Affects: Blanket easement as to said Lot)

14. Encroachment Permit, by and between Chugach Electric Association and Hultquist Homes, Inc., including the terms and provisions thereof, recorded on the 6th day of March, 2009, as Instrument No. 2009—13791, Anchorage Recording District, Third Judicial District, State of Alaska.



SCHEDULE A-2

TABLE OF INTERESTS

Building No. and Unit No.	Street Address	Percentage Share of Common Elements	Percentage Share of Common Elements	Vote in the Affairs of the Assoc.	Limited Common Element Parking Space* (P) Yard (Y) and Deck (D) Entry (E)
<u>Building No. 1</u>					
1	198 Matthew Paul Way	4.1666%	4.1666%	1	P-1A & P-1B/Y-1/D-1/E-1
2	196 Matthew Paul Way	4.1666%	4.1666%	1	P-2A/Y-2/D-2/E-2
3	194 Matthew Paul Way	4.1666%	4.1666%	1	P-3A & P-3B/Y-3/D-3/E-3
4	192 Matthew Paul Way	4.1666%	4.1666%	1	P-4A/Y-4/D-4/E-4
5	190 Matthew Paul Way	4.1666%	4.1666%	1	P-5A & P-5B/Y-5/D-5/E-5
6	188 Matthew Paul Way	4.1666%	4.1666%	1	P-6A/Y-6/D-6/E-6
<u>Building No. 2</u>					
7	186 Matthew Paul Way	4.1666%	4.1666%	1	P-7A & P-7B/Y-7/D-7/E-7
8	184 Matthew Paul Way	4.1666%	4.1666%	1	P-8A & P-8B/Y-8/D-8/E-8
9	182 Matthew Paul Way	4.1666%	4.1666%	1	P-9A & P-9B/Y-9/D-9/E-9
10	180 Matthew Paul Way	4.1666%	4.1666%	1	P-10A & P-10B/Y-10/D-10/E-10
11	178 Matthew Paul Way	4.1666%	4.1666%	1	P-11A & P-11B/Y-11/D-11/E-11
12	176 Matthew Paul Way	4.1666%	4.1666%	1	P-12A & P-12B/Y-12/D-12/E-12
<u>Building No. 3</u>					
13	174 Matthew Paul Way	4.1666%	4.1666%	1	P-13A & P-13B/Y-13/D-13/E-13
14	172 Matthew Paul Way	4.1666%	4.1666%	1	P-14A/Y-14/D-14/E-14
15	170 Matthew Paul Way	4.1666%	4.1666%	1	P-15A & P-15B/Y-15/D-15/E-15
16	168 Matthew Paul Way	4.1666%	4.1666%	1	P-16A/Y-16/D-16/E-16



Building
No. 4

17	173 Matthew Paul Way	4.1666%	4.1666%	1	P-17A & P-17B/Y-17/D-17/E-17
18	175 Matthew Paul Way	4.1666%	4.1666%	1	P-18A/Y-18/D-18/E-18
19	177 Matthew Paul Way	4.1666%	4.1666%	1	P-19A & P-19B/Y-19/D-19/E-19
20	179 Matthew Paul Way	4.1666%	4.1666%	1	P-20A/Y-20/D-20/E-20

Building
No. 5

21	161 Matthew Paul Way	4.1666%	4.1666%	1	P-21A & P-21B/Y-21/D-21/E-21
22	163 Matthew Paul Way	4.1666%	4.1666%	1	P-22A/Y-22/D-22/E-22
23	165 Matthew Paul Way	4.1666%	4.1666%	1	P-23A & P-23B/Y-23/D-23/E-23
24	167 Matthew Paul Way	4.1666%	4.1666%	1	P-24A/Y-24/D-24/E-24

TOTALS		100.00%	100.00%	24	
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PLAT AND PLANS

(Declaration Schedule A-3)

2009-70

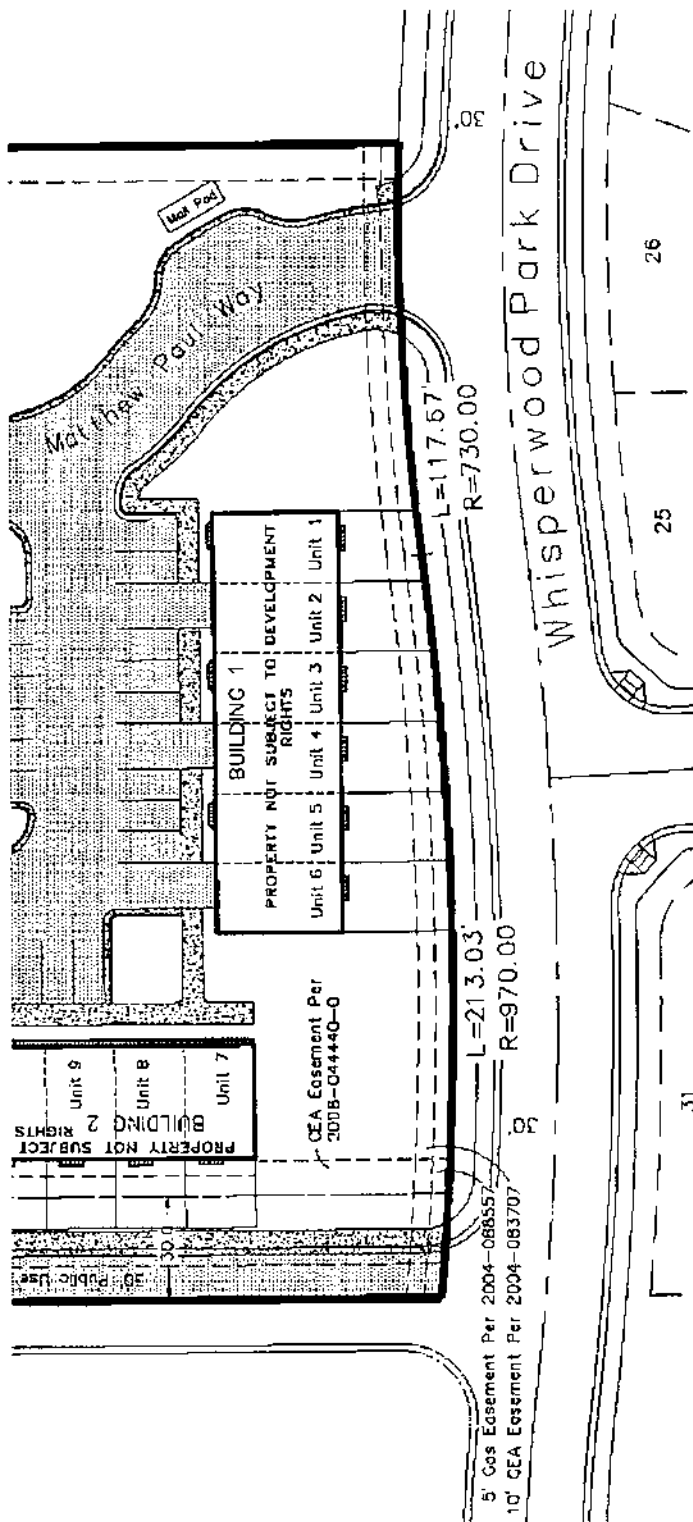
2009-060582-0

ADDING UNITS 21 THROUGH 24

TO

WHISPERWOOD SQUARE

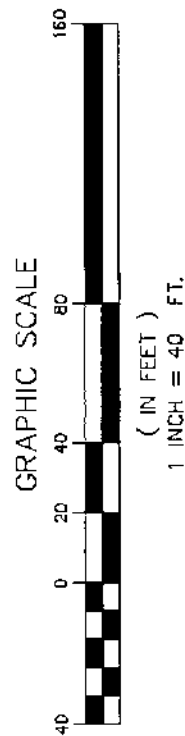




Units Legend:

C= Ceiling height
 Ceiling slope
 Ceiling slope line
 Limited Common Element

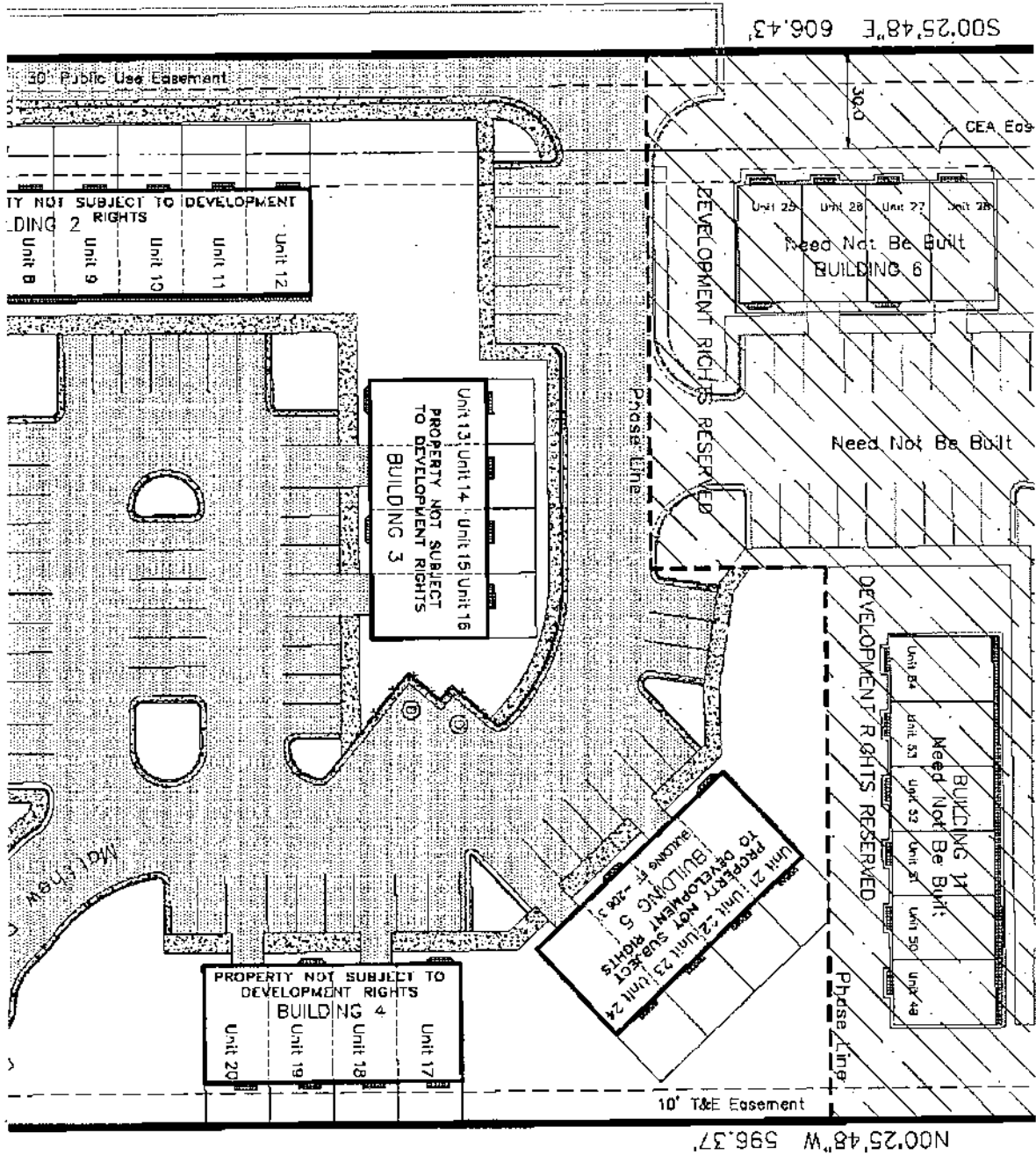
LCE



Legend:

Wood Deck
 Concrete
 Pavement
 Overhang
 Dumpster Location
 Fence





S00'25'48"E 606.43'

N00'25'48"W 596.37'



Glenn Highway Corridor

Centerline Frontage Road (Boundary Avenue)

Section Line

589'48"40"W 330.00'

10' Telecommunication and Electric Easement Bk 203 Pg 167

30' Highway Screening Easement

20' 1&E Easement

DEVELOPMENT RIGHTS RESERVED

Lot 4

196,456 sqft
4.86 acres

Unit 43 Unit 44 Unit 45 Unit 46 Unit 47 Unit 48
Need Not Be Built
BUILDING 10

Need Not Be Built

Unit 39 Unit 40 Unit 41
Need Not Be Built
BUILDING 9

Unit 34 Unit 35 Unit 36 Unit 37 Unit 38
Need Not Be Built
BUILDING 8

Unit 29 Unit 30 Unit 31 Unit 32
Need Not Be Built
BUILDING 7

Be Built

BUILDING 11
Need Not Be Built

LOT 3
BLOCK 2

NC

10' CEA Easement Per 2004-056939

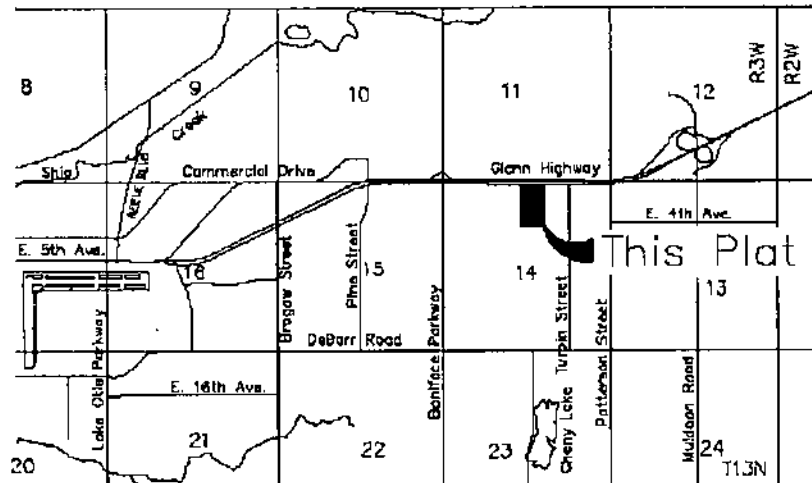
CEA Easement Per 2008-04440-0

52'0.05

LANTTECH



Sheet 1 of 2



Vicinity Map Scale: 1" = 1 Mile

A CONDOMINIUM PLAT OF:

Whisperwood Square Condominiums

PHASE 6

ADDING UNITS 21 THROUGH 24

Located on:

Lot 4, Block 2, Whisperwood Subdivision Phase 1 (Plat Number 2004-122), Located Within the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 14, Township 13 North, Range 3 West, Seward Meridian, Anchorage Recording District, Alaska.

Lantech

LAND & CONSTRUCTION SURVEYORS*AUTOCAD
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)
PLANNERS
ENGINEERS
email: mail@lantechi.com

Grid: SW1239	Scale: 1"=40'	Date: Sept 2, 2009
Work Order: 2007M03	Drawn By: CB	Check By: TH



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2009-060583-0

WHISPERWOOD SQUARE

PHASE 6

A COMMON INTEREST COMMUNITY

NOTES:

1. ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND DECIMAL PORTIONS OF FEET.
2. ALL BUILDING TIES ARE AT 90° TO THE PROPERTY LINES UNLESS OTHERWISE NOTED.
3. ELEVATION DATUM FOR THE BUILDINGS IS GREATER ANCHORAGE AREA BOROUGH, POST QUAKE, U.S. GEODETIC SURVEY, MEAN SEA LEVEL OF 1972.
4. EACH UNIT IS DESIGNATED BY A NUMBER INDICATING THE DESIGNATION OF THE UNIT WITHIN THE PROJECT (i.e. UNIT 2).
5. THIS PROJECT IS LOCATED ON LOTS 4, BLOCK 2, WHISPERWOOD SUBDIVISION PHASE 1, LOCATED WITHIN THE NW 1/4, NE 1/4, SEC. 14, T13N, R3W, S.W. ALASKA, ANCHORAGE RECORDING DISTRICT, PLAT 2004-122.
6. THE CONDOMINIUM DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE "COMMON INTEREST OWNERSHIP ACT", ALASKA STATUTE 34.08.
7. AREAS OUTSIDE OF UNIT BOUNDARIES AND LIMITED COMMON ELEMENTS, AS SPECIFIED IN THE DECLARATION, ARE COMMON ELEMENTS.
8. CERTAIN IMPROVEMENTS WHICH MAY BE BUILT BY DECLARANT AS PART OF ITS SPECIAL DECLARANT RIGHTS, IN ADDITION TO BUILDINGS AND IMPROVEMENTS SHOWN, MAY INCLUDE ROADS, PAVEMENT AND CURBS, STREET LIGHTING, RETAINING WALLS, DRAINAGE SYSTEMS, GRADING, LANDSCAPING, PLANTS, SHRUBS AND TREES, FENCES, SIGNS, PIPES, DUCTS, CABLES, UTILITY WAYS, INFRASTRUCTURE, AND ACCESSORY OR RELATED STRUCTURES AND FIXTURES AND IMPROVEMENTS WHICH ARE REQUIRED BY APPROPRIATE GOVERNMENTAL AUTHORITIES, OR UTILITY COMPANIES, OR WHICH WILL ENHANCE THE COMMUNITY IN THE DISCRETION OF THE DECLARANT. THE IMPROVEMENTS "NEED NOT BE BUILT" IN ANY PARTICULAR ORDER OR AT ANY PARTICULAR LOCATION IN THE PROPERTY AND WILL HAVE DIMENSIONS CONSISTENT WITH THEIR PURPOSES. PLEASE REFER TO ARTICLE VII OF THE DECLARATION OF LIMITATIONS AND RESERVATIONS FOR THESE RIGHTS.
9. UNIT BOUNDARIES SHOWN ON THIS SHEET ARE ACTUAL UNIT BOUNDARIES PER DEFINITION OF UNIT IN ARTICLE IV OF THE DECLARATION.
10. DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
11. AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 100.832 S.F.
12. DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e. 4' = 4.00')
13. FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED ON THE 9TH DAY OF FEBRUARY, 2009, AT SERIAL RECORDING NO. 2009-007721-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
14. IMPROVEMENTS WITHIN AREAS DESIGNATED AS PROPERTY NOT SUBJECT TO



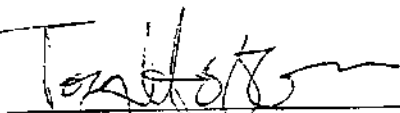
6. THE CONDOMINIUM DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE "COMMON INTEREST OWNERSHIP ACT", ALASKA STATUTE 34.08.
7. AREAS OUTSIDE OF UNIT BOUNDARIES AND LIMITED COMMON ELEMENTS, AS SPECIFIED IN THE DECLARATION, ARE COMMON ELEMENTS.
8. CERTAIN IMPROVEMENTS WHICH MAY BE BUILT BY DECLARANT AS PART OF ITS SPECIAL DECLARANT RIGHTS, IN ADDITION TO BUILDINGS AND IMPROVEMENTS SHOWN, MAY INCLUDE ROADS, PAVEMENT AND CURBS, STREET LIGHTING, RETAINING WALLS, DRAINAGE SYSTEMS, GRADING, LANDSCAPING, PLANTS, SHRUBS AND TREES, FENCES, SIGNS, PIPES, DUCTS, CABLES, UTILITY WAYS, INFRASTRUCTURE, AND ACCESSORY OR RELATED STRUCTURES AND FIXTURES AND IMPROVEMENTS WHICH ARE REQUIRED BY APPROPRIATE GOVERNMENTAL AUTHORITIES, OR UTILITY COMPANIES, OR WHICH WILL ENHANCE THE COMMUNITY IN THE DISCRETION OF THE DECLARANT. THE IMPROVEMENTS "NEED NOT BE BUILT" IN ANY PARTICULAR ORDER OR AT ANY PARTICULAR LOCATION IN THE PROPERTY AND WILL HAVE DIMENSIONS CONSISTENT WITH THEIR PURPOSES. PLEASE REFER TO ARTICLE VII OF THE DECLARATION OF LIMITATIONS AND RESERVATIONS FOR THESE RIGHTS.
9. UNIT BOUNDARIES SHOWN ON THIS SHEET ARE ACTUAL UNIT BOUNDARIES PER DEFINITION OF UNIT IN ARTICLE IV OF THE DECLARATION.
10. DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
11. AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 100,832 S.F.
12. DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e. 4' = 4.00')
13. FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED ON THE 9TH DAY OF FEBRUARY, 2009, AT SERIAL RECORDING NO. 2009-007721-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
14. IMPROVEMENTS WITHIN AREAS DESIGNATED AS PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS MUST BE BUILT SUBJECT TO SPECIAL DECLARANT RIGHTS RESERVED IN ARTICLE VII OF THE DECLARATION.
15. EACH UNIT HAS LIMITED COMMON ELEMENT PARKING SPACE (i.e. P-5A, P-5B etc).
16. EACH UNIT HAS A LIMITED COMMON ELEMENT YARD (i.e. Y-5).
17. THERE ARE RIGHT OF WAY EASEMENTS, INCLUDING TERMS AND PROVISIONS THEREOF, GRANTED TO CHUGACH ELECTRIC ASSOCIATION, INC. AND ITS ASSIGNS AND/OR SUCCESSORS IN INTEREST, TO CONSTRUCT, OPERATE AND MAINTAIN AN ELECTRIC TRANSMISSION AND/OR TELEPHONE DISTRIBUTION LINE OR SYSTEM BY INSTRUMENTS RECORDED AUGUST 2, 1952, BOOK 78 PAGE 56, AND RECORDED JUNE 17, 1971, MISC BOOK 203 PAGE 167. THESE ARE BLANKET EASEMENTS THAT AFFECT LOT 4, AND ARE NOT PLOTTED HEREON.
18. THERE IS A RESERVATION OF ALL OIL, GAS AND MINERAL RIGHTS TOGETHER WITH THE RIGHT TO REMOVE SAME BELOW A DISTANCE OF 250 FEET BELOW THE SURFACE WITHOUT DAMAGING OR DISTURBING THE SURFACE OR SURFACE IMPROVEMENTS, AS RESERVED IN WARRANTY DEED, RECORDED DECEMBER 3 2003, AS INSTRUMENT NO. 2003-125834-0. THIS RESERVATION AFFECTS LOT 4, AND IS NOT PLOTTED HEREON.
19. SANITARY SEWER MAIN EXTENSION AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, BY AND BETWEEN THE MUNICIPALITY OF ANCHORAGE AND WHITE RAVEN DEVELOPMENT, INC., RECORDED FEBRUARY 24, 2004, AS INSTRUMENT NO. 2004-011706-0 AND AMENDED BY INSTRUMENT RECORDED MAY 23, 2005 AS INSTRUMENT NO. 2005-033821-0 AFFECTS THIS PROPERTY, AND IS NOT PLOTTED HEREON.
20. WATER MAIN EXTENSION AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, BY AND BETWEEN THE MUNICIPALITY OF ANCHORAGE AND WHITE RAVEN DEVELOPMENT, INC. RECORDED FEBRUARY 24, 2004, AS INSTRUMENT NO. 2004-011707-0 AND AMENDED BY INSTRUMENT RECORDED MAY 23, 2005 AS INSTRUMENT NO. 2005-033820-0 AFFECTS THIS PROPERTY, AND IS NOT PLOTTED HEREON.
21. THERE IS A BLANKET EASEMENT FOR NATURAL GAS PIPELINES AND APPURTENANCES THERETO GRANTED TO ENSTAR NATURAL GAS COMPANY, A DIVISION OF SEMCO ENERGY, INC., RECORDED AUGUST 19, 2008 AS INSTRUMENT NO. 2008-047342-0.



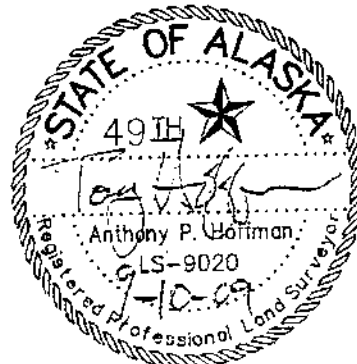
SURVEYOR'S CERTIFICATE

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

I DO HEREBY CERTIFY THAT THIS PLAT AND PLANS ARE A TRUE AND CORRECT LAYOUT OF THE UNITS ACCURATELY SURVEYED TO DEPICT AN AS-BUILT SURVEY AND THAT THE INFORMATION REQUIRED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THE PLAT AND PLANS FILED HERewith. THE VERTICAL AND HORIZONTAL BOUNDARIES AND DIMENSIONS DEPICTED ON THE PLANS ARE REPRODUCED DIRECTLY FROM ACTUAL CONSTRUCTION DRAWINGS AND ACCORDINGLY ARE NOT INCLUDED IN THIS CERTIFICATION.



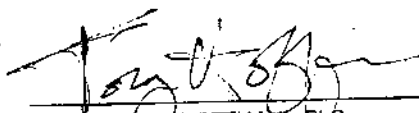
ANTHONY P. HOFFMAN, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503



CERTIFICATE OF COMPLETION

SECTION 34.03.090 OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT PROVIDES THAT A DECLARATION FOR A CONDOMINIUM MAY NOT BE RECORDED AND A PLAT OR PLAN THAT IS PART OF THE DECLARATION FOR A CONDOMINIUM MAY NOT BE FILED UNLESS A CERTIFICATE OF COMPLETION IS RECORDED WITH THE DECLARATION AS EVIDENCE THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS OF EACH BUILDING CONTAINING OR COMPRISING A UNIT OF THE CONDOMINIUM ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLAT AND PLANS.

I DO HEREBY CERTIFY THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS.

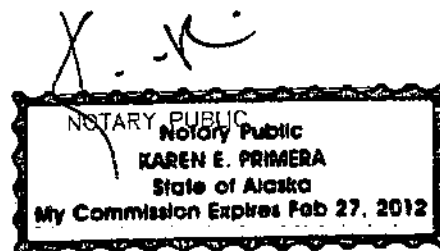
 9-10-09

ANTHONY P. HOFFMAN, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

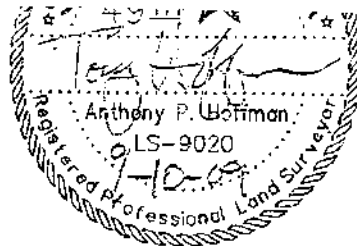
NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 10th DAY OF September 2009.
FOR: ANTHONY P. HOFFMAN

2-27-2012
MY COMMISSION EXPIRES



ANTHONY P. HOFFMAN, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503



BENEFICIARY:

A handwritten signature of Stacy Tomura.

FIRST NATIONAL BANK ALASKA

Stacy Tomura
Vice President

AUTHORIZED SIGNER/POSITION

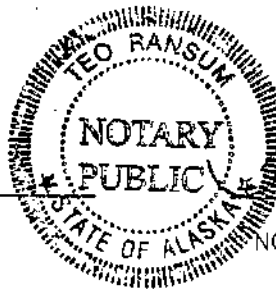
NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15 DAY OF SEPTEMBER 2009.

FOR:

April 12, 2011

MY COMMISSION EXPIRES



A handwritten signature of Teo Ransom.
NOTARY PUBLIC

OWNER'S CERTIFICATE

THE UNDERSIGNED, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOT 4, BLOCK 2, WHISPERWOOD SUBDIVISION PHASE 1 (PLAT 2004-122), LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA, ANCHORAGE RECORDING DISTRICT.



22 of 39

2009-060583-0

OWNER'S CERTIFICATE

THE UNDERSIGNED, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOT 4, BLOCK 2, WHISPERWOOD SUBDIVISION PHASE 1 (PLAT 2004-122), LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA, ANCHORAGE RECORDING DISTRICT.

THE UNDERSIGNED AS DECLARANT UNDER THAT CERTAIN DECLARATION OF WHISPERWOOD SQUARE, RECORDED ON THE 9TH DAY OF FEBRUARY, 2009, AT SERIAL RECORDING NO. 2009-007721-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AS AMENDED BY AMENDMENT NO. 1 TO THE DECLARATION RECORDED ON THE 3RD DAY OF APRIL, 2009, AT SERIAL NO. 2009-021323-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 2 TO THE DECLARATION RECORDED ON THE 19TH DAY OF MAY 2009, AT SERIAL NO. 2009-033180-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 3 TO THE DECLARATION RECORDED ON THE 9TH DAY OF JUNE 2009, AT SERIAL NO. 2009-038442-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 4 TO THE DECLARATION RECORDED ON THE 10TH DAY OF AUGUST 2009, AT SERIAL NO. 2009-053155-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.. ("DECLARATION"). PURSUANT TO SECTION 34.08.100 OF THE ALASKA COMMON INTEREST OWNERSHIP ACT DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT THE CREATION OF THE UNITS AND COMMON ELEMENTS AS SHOWN HEREIN.

David D. Hultquist

OWNER DAVID D. HULTQUIST
HULTQUIST HOMES INC.
360 EAST 100TH AVENUE
ANCHORAGE, AK. 99515

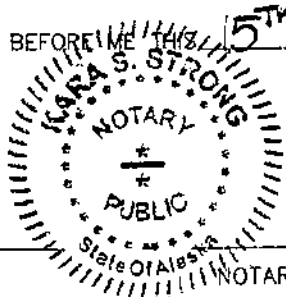
NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15TH DAY OF September 2009.

FOR: DAVID D. HULTQUIST

3-18-10

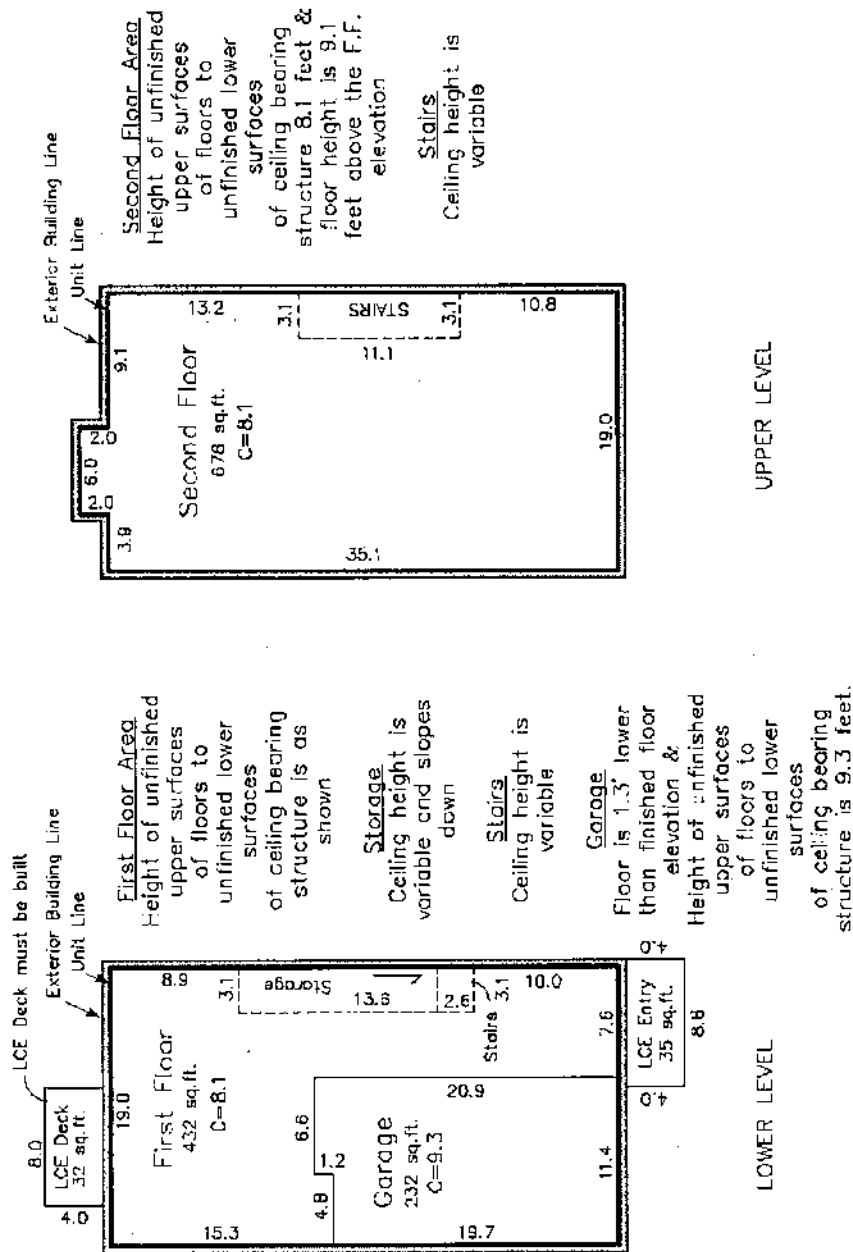
MY COMMISSION EXPIRES



Kara Strong

NOTARY PUBLIC



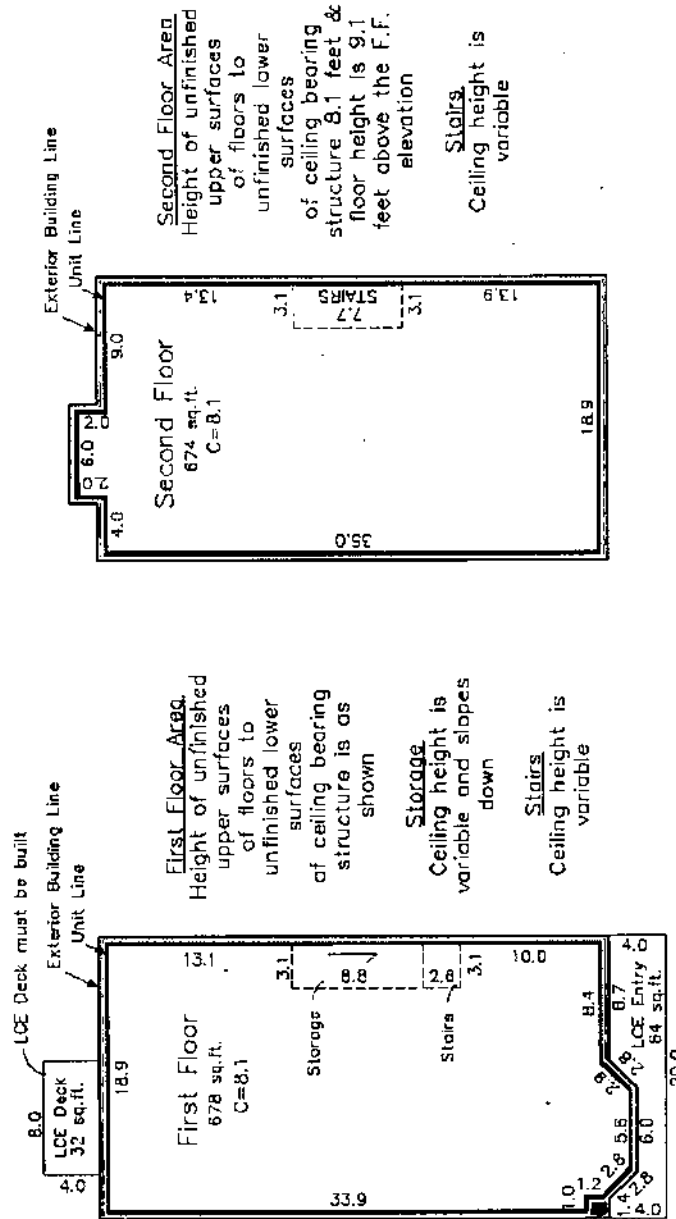


Units 2, 4, 6, 14, 16, 18, 20, 22 & 24



Unit Details

Scale: 1"=10'



UPPER LEVEL

LOWER LEVEL

Units 1, 3, 5, 13, 15, 17, 19, 21 & 23

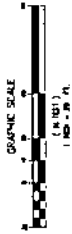
3 2



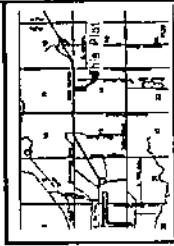
WHISPERWOOD SQUARE
PHASE 6
 A CONDOMINIUM EXISTING COMMUNITY

Unit Number	Phase Name	Sub-Phase	Unit Lot Area
PHASE 1	PHASE 1	PHASE 1	1.00
PHASE 2	PHASE 2	PHASE 2	1.00
PHASE 3	PHASE 3	PHASE 3	1.00
PHASE 4	PHASE 4	PHASE 4	1.00
PHASE 5	PHASE 5	PHASE 5	1.00
PHASE 6	PHASE 6	PHASE 6	1.00
PHASE 7	PHASE 7	PHASE 7	1.00
PHASE 8	PHASE 8	PHASE 8	1.00
PHASE 9	PHASE 9	PHASE 9	1.00
PHASE 10	PHASE 10	PHASE 10	1.00
PHASE 11	PHASE 11	PHASE 11	1.00
PHASE 12	PHASE 12	PHASE 12	1.00
PHASE 13	PHASE 13	PHASE 13	1.00
PHASE 14	PHASE 14	PHASE 14	1.00
PHASE 15	PHASE 15	PHASE 15	1.00
PHASE 16	PHASE 16	PHASE 16	1.00
PHASE 17	PHASE 17	PHASE 17	1.00
PHASE 18	PHASE 18	PHASE 18	1.00
PHASE 19	PHASE 19	PHASE 19	1.00
PHASE 20	PHASE 20	PHASE 20	1.00
PHASE 21	PHASE 21	PHASE 21	1.00
PHASE 22	PHASE 22	PHASE 22	1.00
PHASE 23	PHASE 23	PHASE 23	1.00
PHASE 24	PHASE 24	PHASE 24	1.00
PHASE 25	PHASE 25	PHASE 25	1.00
PHASE 26	PHASE 26	PHASE 26	1.00
PHASE 27	PHASE 27	PHASE 27	1.00
PHASE 28	PHASE 28	PHASE 28	1.00
PHASE 29	PHASE 29	PHASE 29	1.00
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PHASE 31	PHASE 31	PHASE 31	1.00
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PHASE 38	PHASE 38	PHASE 38	1.00
PHASE 39	PHASE 39	PHASE 39	1.00
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PHASE 41	PHASE 41	PHASE 41	1.00
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PHASE 95	PHASE 95	PHASE 95	1.00
PHASE 96	PHASE 96	PHASE 96	1.00
PHASE 97	PHASE 97	PHASE 97	1.00
PHASE 98	PHASE 98	PHASE 98	1.00
PHASE 99	PHASE 99	PHASE 99	1.00
PHASE 100	PHASE 100	PHASE 100	1.00

1. PHASE 101 AND PHASE 102 ARE NOT SHOWN ON THE PLAN. PHASE 101 IS A CONDOMINIUM UNIT OF PHASE 101. PHASE 102 IS A CONDOMINIUM UNIT OF PHASE 102.

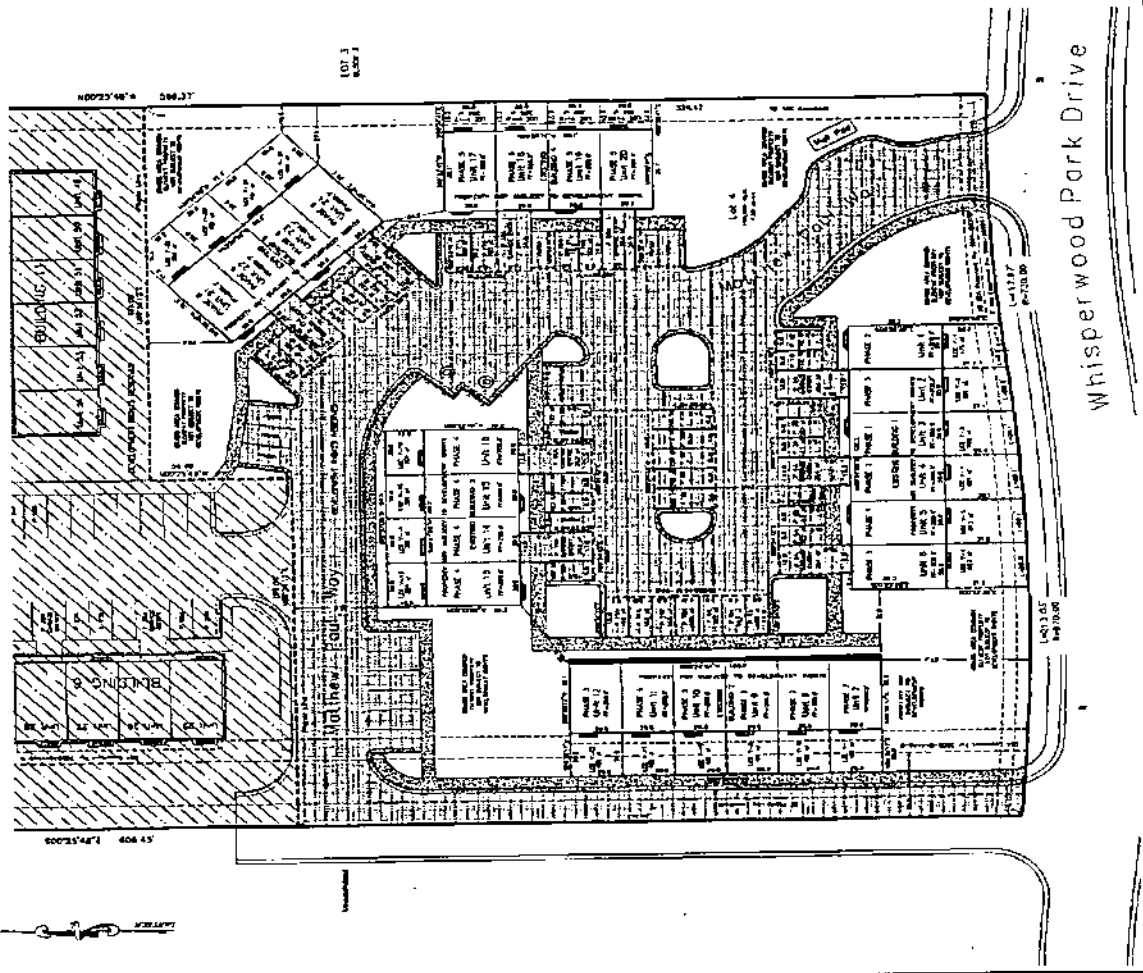


Sheet 2 of 2



1. CONDOMINIUM UNIT OF
 Whisperwood Square Condominiums
 PHASE 6
 ADDING UNITS 21 THROUGH 24

Lantech
 10000 W. 10TH AVE. SUITE 100
 DENVER, CO 80231
 (303) 751-1000
 FAX (303) 751-1001
 WWW.LANTECH.COM



LANTECH



Unsubdivided

S00°25'48"E 606.43'

CEA Easement Per 2008-044440-0

Unit 25 Unit 26 Unit 27 Unit 28

BUILDING 6

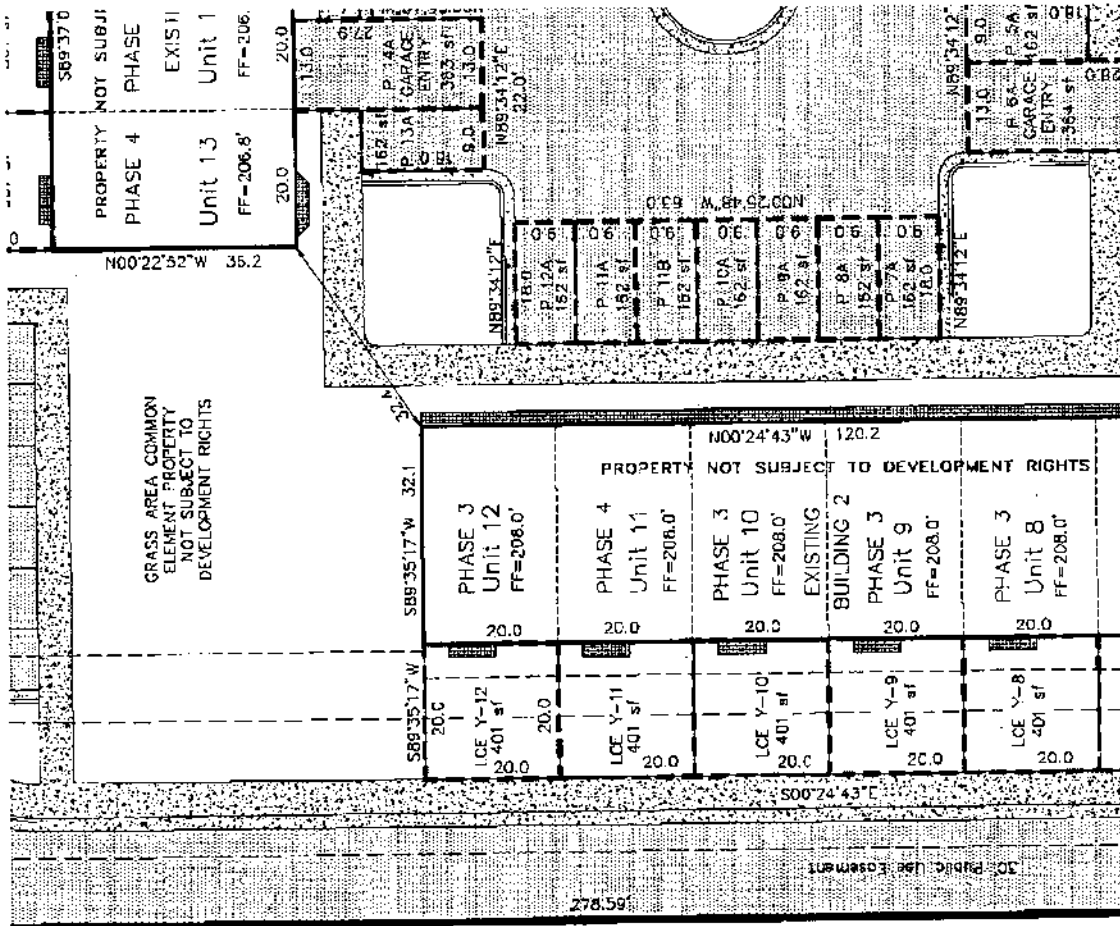
Phase Line

Matthew Paul Wey

189.00'
N89°34'12"E

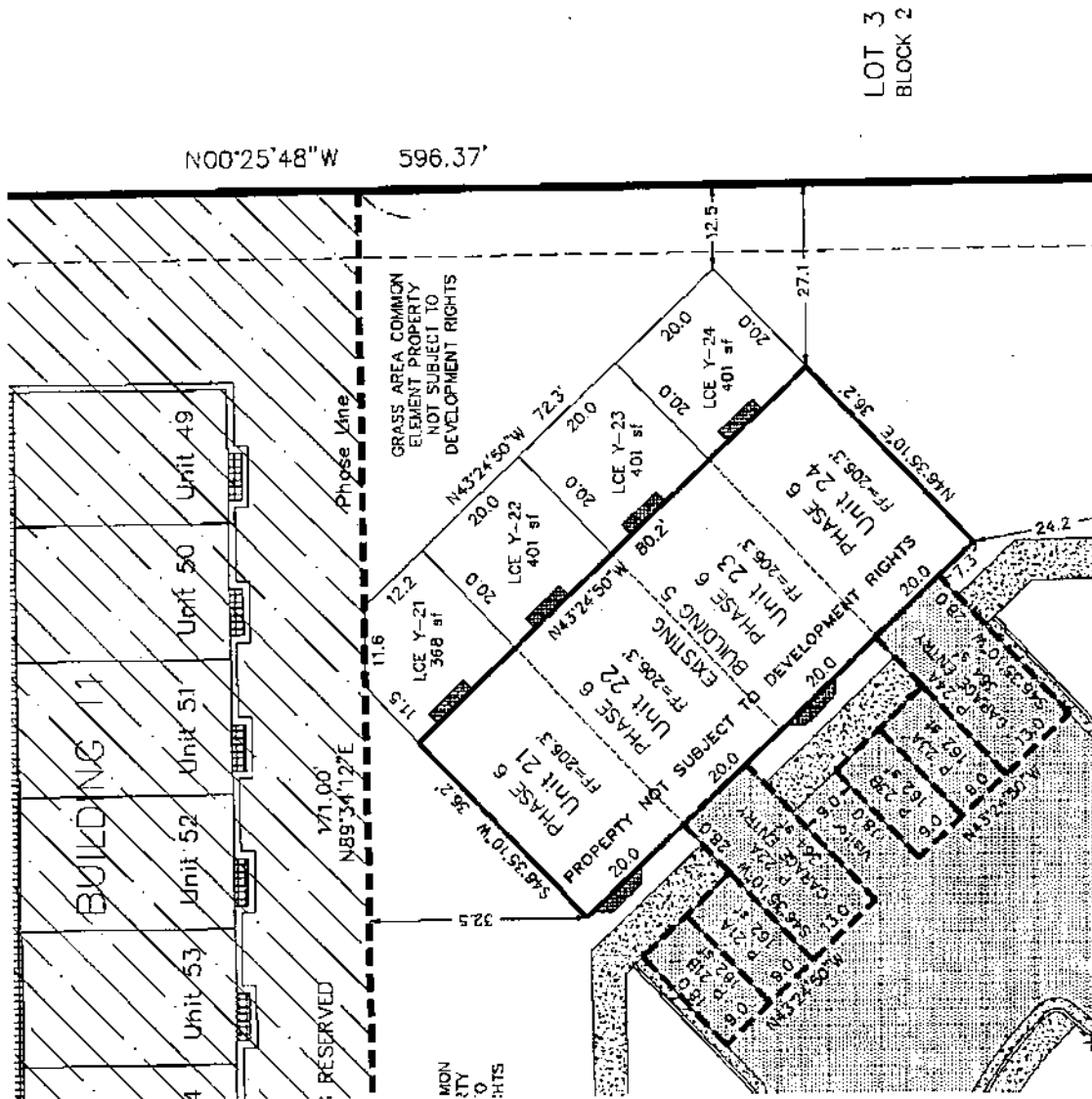
589.7'
20.0' LCE Y-13
20.0' LCE Y-1
501.51'





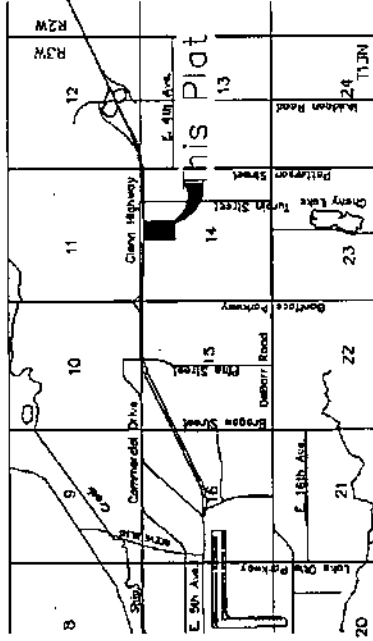
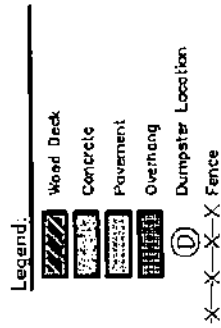






LOT 3
BLOCK 2





Vicinity Map Scale: 1" = 1 Mile

A CONDOMINIUM PLAT OF:

Whisperwood Square Condominiums

PHASE 6

ADDING UNITS 21 THROUGH 24

Located on:
 Lot 4, Block 2, Whisperwood Subdivision Phase 1 (Plat Number 2004-122), Located Within the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 14, Township 13 North, Range 3 West, Seward Meridian, Anchorage Recording District, Alaska.

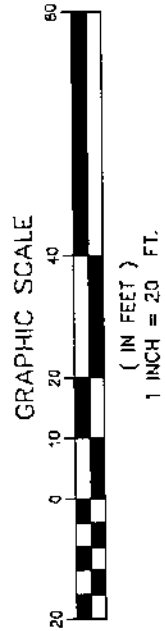
LAND & CONSTRUCTION SURVEYORS*AUTOCAD PLANNERS ENGINEERS
 440 W BENSON BLVD. SUITE 200
 ANCHORAGE, ALASKA 99503
 562-5291 (FAX 561-6828)
 email: mall@lntech.com

Crd: SW1239	Scale: 1"=20'	Date: Sept 2, 2009
Work Order: 2007M03	Drawn By: CB	Check By: TH



Unit Numbers	Finished Floor Elevations	Addresses	Total LCE Area *
UNIT 1	206.9'	198 Matthew Paul Way	863 s.f.
UNIT 2	206.9'	196 Matthew Paul Way	920 s.f.
UNIT 3	206.9'	194 Matthew Paul Way	948 s.f.
UNIT 4	206.9'	192 Matthew Paul Way	990 s.f.
UNIT 5	206.9'	190 Matthew Paul Way	1001 s.f.
UNIT 6	206.9'	188 Matthew Paul Way	1026 s.f.
UNIT 7	208.0'	186 Matthew Paul Way	883 s.f.
UNIT 8	208.0'	184 Matthew Paul Way	883 s.f.
UNIT 9	208.0'	182 Matthew Paul Way	883 s.f.
UNIT 10	208.0'	180 Matthew Paul Way	829 s.f.
UNIT 11	208.0'	178 Matthew Paul Way	883 s.f.
UNIT 12	208.0'	176 Matthew Paul Way	689 s.f.
UNIT 13	206.8'	174 Matthew Paul Way	689 s.f.
UNIT 14	206.8'	172 Matthew Paul Way	689 s.f.
UNIT 15	206.8'	170 Matthew Paul Way	689 s.f.
UNIT 16	206.8'	168 Matthew Paul Way	698 s.f.
UNIT 17	205.9'	173 Matthew Paul Way	690 s.f.
UNIT 18	205.9'	175 Matthew Paul Way	665 s.f.
UNIT 19	205.9'	177 Matthew Paul Way	654 s.f.
UNIT 20	205.9'	179 Matthew Paul Way	665 s.f.
UNIT 21	206.3'	161 Matthew Paul Way	756 s.f.
UNIT 22	206.3'	163 Matthew Paul Way	800 s.f.
UNIT 23	206.3'	165 Matthew Paul Way	789 s.f.
UNIT 24	206.3'	167 Matthew Paul Way	800 s.f.

* TOTAL LCE AREA INCLUDES LCE PARKING, LCE YARD, AND LCE ENTRANCE OF THE UNIT. THE LCE REAR DECK IS INCLUDED IN THE LCE YARD AREA.

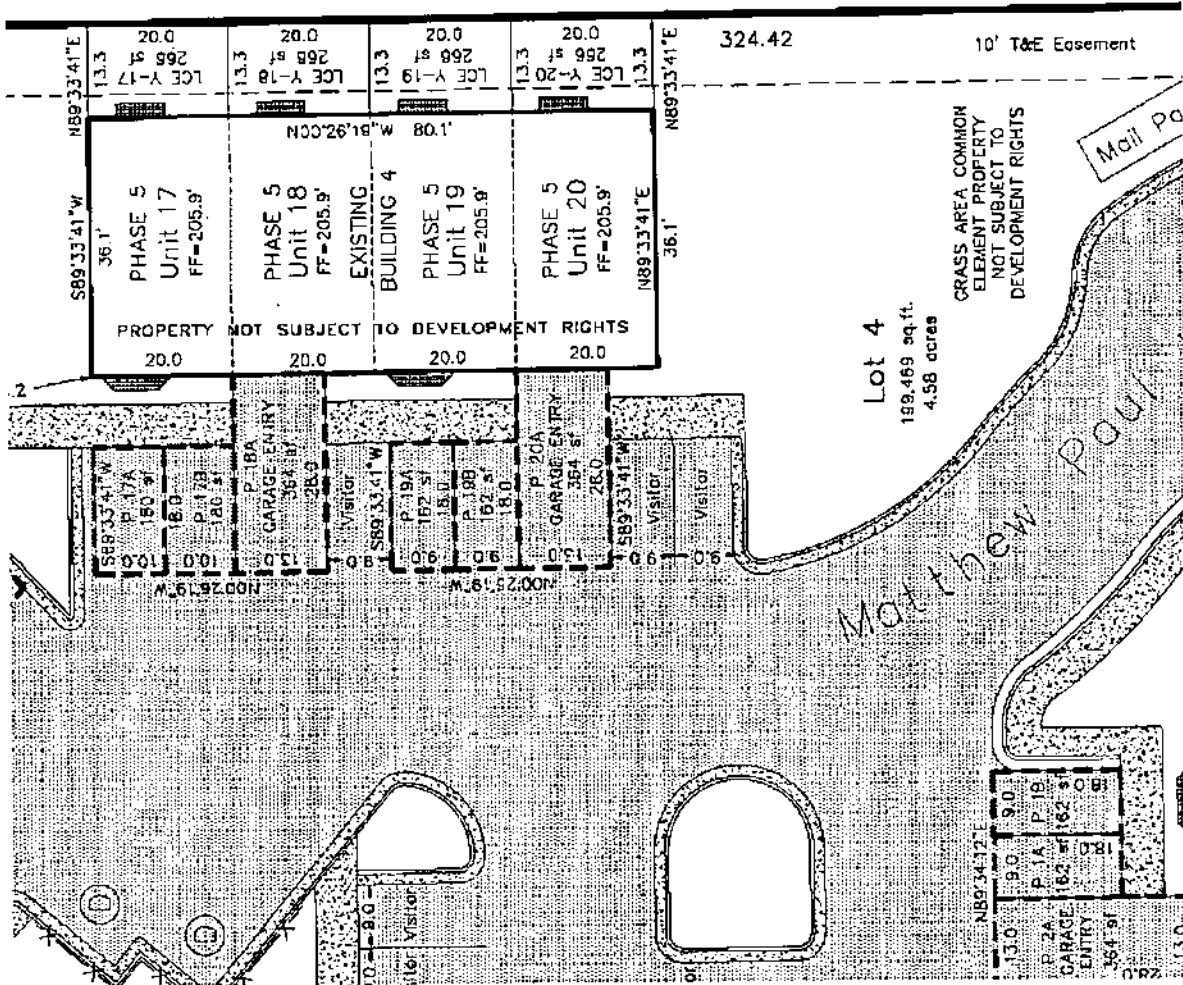


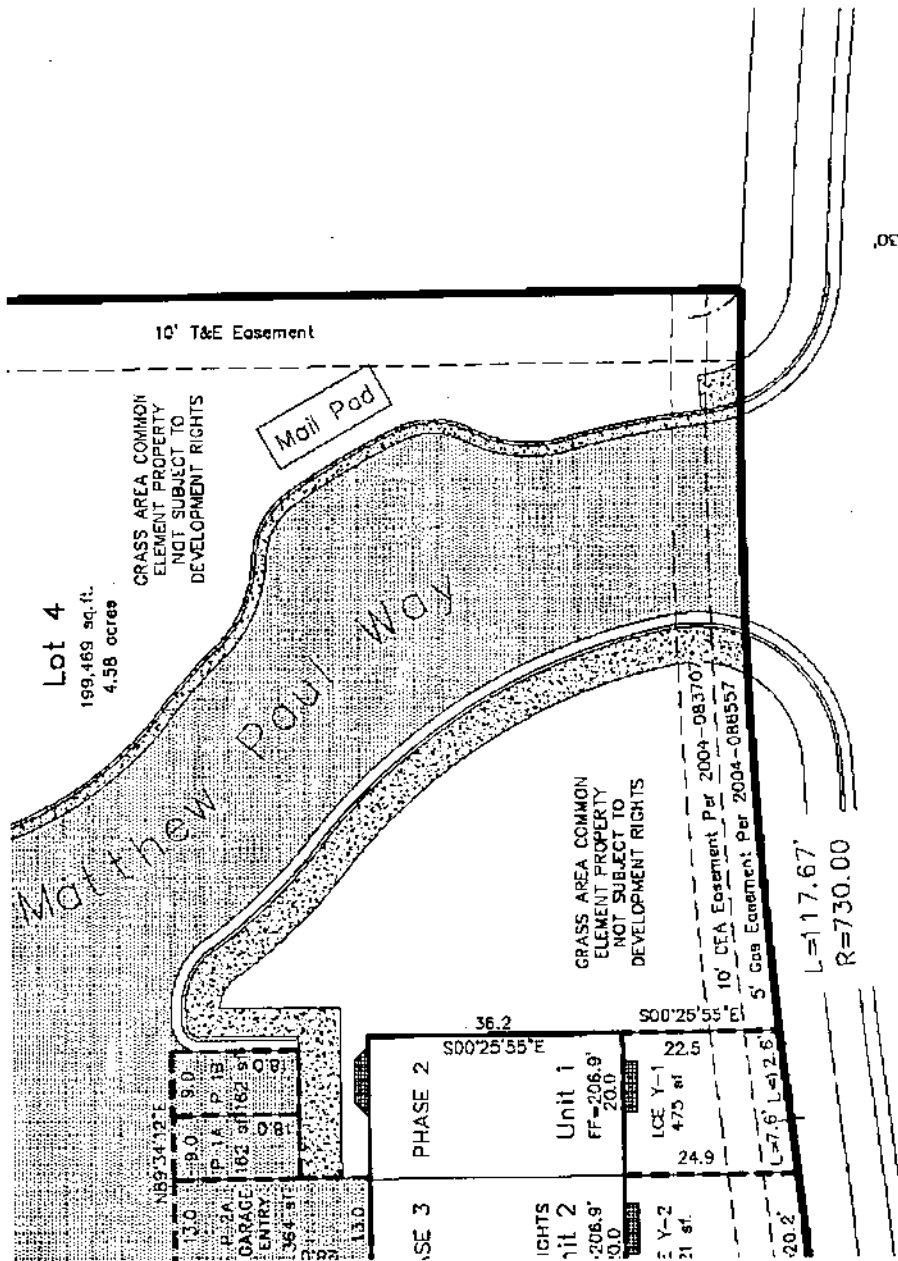
36 of 39
2009-060583-0

WHISPERWOOD SQUARE PHASE 6 A COMMON INTEREST COMMUNITY

Unit Numbers	Finished Floor Elevations	Addresses	Total LCE Area *
UNIT 1	206.9'	188 Matthew Paul Way	863 s.f.
UNIT 2	206.9'	196 Matthew Paul Way	920 s.f.
UNIT 3	206.9'	194 Matthew Paul Way	948 s.f.
UNIT 4	206.9'	192 Matthew Paul Way	990 s.f.
UNIT 5	206.9'	190 Matthew Paul Way	1001 s.f.
UNIT 6	206.9'	188 Matthew Paul Way	1026 s.f.
UNIT 7	208.0'	186 Matthew Paul Way	883 s.f.
UNIT 8	208.0'	184 Matthew Paul Way	883 s.f.
UNIT 9	208.0'	182 Matthew Paul Way	883 s.f.
UNIT 10	208.0'	180 Matthew Paul Way	883 s.f.
UNIT 11	208.0'	178 Matthew Paul Way	829 s.f.
UNIT 12	208.0'	176 Matthew Paul Way	883 s.f.
UNIT 13	206.8'	174 Matthew Paul Way	689 s.f.
UNIT 14	206.8'	172 Matthew Paul Way	699 s.f.
UNIT 15	206.8'	170 Matthew Paul Way	689 s.f.
UNIT 16	206.8'	168 Matthew Paul Way	698 s.f.
UNIT 17	205.9'	173 Matthew Paul Way	690 s.f.
UNIT 18	205.9'	175 Matthew Paul Way	685 s.f.
UNIT 19	205.9'	177 Matthew Paul Way	654 s.f.
UNIT 20	205.9'	179 Matthew Paul Way	665 s.f.







hisperwood Park Drive



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2010-003353-0

Recording Dist: 301 - Anchorage

1/22/2010 2:33 PM Pages: 1 of 40



AMENDMENT NO. 6 TO DECLARATION
OF
WHISPERWOOD SQUARE
EXERCISING DEVELOPMENT RIGHTS
ADDING UNITS 39 THROUGH 48

AFTER RECORDATION RETURN TO:

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

AMENDMENT NO. 6 TO
DECLARATION
OF
WHISPERWOOD SQUARE
EXERCISING DEVELOPMENT RIGHTS
ADDING UNITS 39 THROUGH 48

Hultquist Homes, Inc., an Alaska corporation, with an office at 351 E. 104th Avenue, Suite 100, Anchorage, Alaska 99515, "Declarant" under that certain Declaration for Whisperwood Square, recorded on the 9th day of February, 2009, at Serial No. 2009-007721-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 1 to the Declaration recorded on the 3rd day of April, 2009, at Serial No. 2009-021323-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 2 to the Declaration recorded on the 19th day of May, 2009, at Serial No. 2009-033180-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 3 to the Declaration recorded on the 9th day of June, 2009, at Serial No. 2009-038442-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 4 to the Declaration recorded on the 10th day of August, 2009, at Serial No. 2009-053155-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 5 to the Declaration recorded on the 17th day of September, 2009, at Serial No. 2009-060583-0 in the Anchorage Recording District, Third Judicial District, State of Alaska ("Declaration") pursuant to Section 34.08.180 of the Alaska Uniform Common Interest Ownership Act, and pursuant to reservations of Development Rights reserved pursuant to Section 34.08.130(a) (8) of the Act and Article VII of the Declaration, does hereby amend the Declaration and does hereby declare:

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

ARTICLE II. Schedule A-2, Table of Interests, attached hereto, adding ten (10) units being Units 39 through 48, together with their appurtenant Limited Common Elements, and interests is substituted for the current Schedule A-2 of the Declaration which is declared null and void.

14 ARTICLE III. Schedule A-3, Plat, attached hereto and filed under Plat No. 2010-14, supplements the current Schedule A-3 of the Declaration as filed under Plat No. 2009-70, by reflecting the addition Units 39 through 48 and Limited Common Elements on that portion of the Property shown on the Plat as "Property Not Subject to Development Rights."



ARTICLE IV. All other terms and conditions of the Declaration remain the same.

By: David Hultquist
Its: President

Kara J. Strong
Notary Public in and for Alaska
My Commission Expires: 3-18-10

3 of 40
2010-003353-0

APPROVAL OF LENDER

The undersigned, beneficiary under the following Deeds of Trust;

1. Deed of Trust recorded on the 24th day of November, 2008 under Serial Number 2008-064845-0, in the Anchorage Recording District, Third Judicial District, State of Alaska; and

2. Construction Deed of Trust recorded on the 27th day of July, 2009 under Serial Number 2009-049595-0;

approves the foregoing Amendment No. 6 to the Declaration of Whisperwood Square, and the undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under said Deeds of Trust, shall not render void or otherwise impair the validity of the Amendment No. 6 to the Declaration and the covenants running with the land described in the Declaration.

DATED this 19th day of January, 2010.

FIRST NATIONAL BANK ALASKA

By: _____

Stacy Tomuro

Its: Vice President

STATE OF ALASKA

)

)

ss.

THIRD JUDICIAL DISTRICT

)

THIS IS TO CERTIFY that on this 19th day of January, 2010, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **STACY TOMURO**, to me known and known to me to be the **VICE PRESIDENT OF FIRST NATIONAL BANK ALASKA**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

AMENDMENT NO. 6 TO
DECLARATION OF WHISPERWOOD SQUARE
H4091\10\AMD6

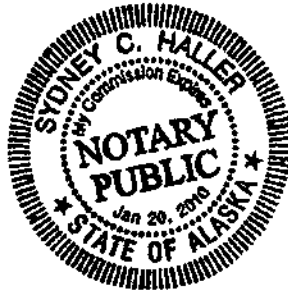
Page 4



4 of 40

2010-003353-0

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



Sydney C. Haller
Notary Public in and for Alaska
My Commission Expires: 1/20/2010

Place Notary Seal Above this line and do not encroach into the 1" margin perimeters.



DESCRIPTION OF COMMON INTEREST COMMUNITY

(Declaration Schedule A-1)



SCHEDULE A-1

DESCRIPTION OF COMMON INTEREST COMMUNITY

PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS

That portion of Lot 4, Block 2, WHISPERWOOD SUBDIVISION – PHASE 1, according to the official plat thereof, filed under Plat No. 2004-122 records of the Anchorage Recording District, State of Alaska, shown on the Plat as “Property Not Subject to Development Rights.”

PROPERTY SUBJECT TO DEVELOPMENT RIGHTS

That portion of Lot 4, Block 2, WHISPERWOOD SUBDIVISION – PHASE 1, according to the official plat thereof, filed under Plat No. 2004-122 records of the Anchorage Recording District, State of Alaska, shown on the Plat as “Development Rights Reserved.”

ENCUMBRANCES AFFECTING THE COMMON INTEREST COMMUNITY

1. Reservations and exceptions as contained in the U.S. Patent.
2. Taxes and assessments, if any, due the Municipality of Anchorage.
3. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 2nd day of August 1952 in Book 78, Page 56 (Blanket Easement).
4. Right of Way Easement, including terms and provisions thereof, granted to CITY OF ANCHORAGE., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 17th day of June, 1971 in Miscellaneous Book 203, Page 167 (Blanket Easement).



5. Notice of Zoning Action, including the terms and provisions thereof, recorded on the 12th day of January, 1002 in Book 3752, Page 265.
6. Reservation of all oil, gas and mineral rights together with the right to remove same below a distance of 250 feet below the surface without damaging or disturbing the surface or surface improvements as reserved in an instrument recorded on the 3rd day of December 2003, Instrument No. 2008-125834-0.
7. Sanitary Sewer Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded on the 24th day of February, 2004, under Instrument No. 2004-011706-0 and amended by instrument recorded on the 23rd day of May, 2005 under Instrument No. 2005-033821-0.
8. Water Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded on the 24th day of February, 2004, under Instrument No. 2004-011707-0 and amended by instrument recorded on the 23rd day of May, 2005 under Instrument No. 2005-033820-0.
9. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 2nd day of August 2004 under Instrument No. 2004-056939-0 (Affects the West 10 feet of said lot and other property).
10. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 4th day of November, 2004 under Instrument No. 2004-083707-0 (Affects the Southerly 10 feet of said lot and other property).
11. Easement for natural gas pipelines and appurtenances thereto granted to ENSTAR Natural Gas Company, a division of SEMCO Energy, Inc., recorded November 29, 2004, Instrument No. 2004-088557-0. (Affects: the South 5 feet of said Lot and other property)



12. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 4th day of August, 2008 under Instrument No. 2008-044440-0 (See instrument for easement area).

13. Easement for natural gas pipelines and appurtenances thereto granted to ENSTAR Natural Gas Company, a division of SEMCO Energy, Inc., recorded August 19, 2008, as Instrument No. 2008-047342-0. (Affects: Blanket easement as to said Lot)

14. Encroachment Permit, by and between Chugach Electric Association and Hultquist Homes, Inc., including the terms and provisions thereof, recorded on the 6th day of March, 2009, as Instrument No. 2009—13791, Anchorage Recording District, Third Judicial District, State of Alaska.



SCHEDULE A-2

TABLE OF INTERESTS

Building No. and Unit No.	Street Address	Percentage Share of Common Elements	Percentage Share of Common Elements	Vote in the Affairs of the Assoc.	Limited Common Element Parking Space* (P) Yard (Y) and Deck (D) Entry (E)
<u>Building No. 1</u>					
1	198 Matthew Paul Way	2.941%	2.941%	1	P-1A & P-1B/Y-1/D-1/E-1
2	196 Matthew Paul Way	2.941%	2.941%	1	P-2A/Y-2/D-2/E-2
3	194 Matthew Paul Way	2.941%	2.941%	1	P-3A & P-3B/Y-3/D-3/E-3
4	192 Matthew Paul Way	2.941%	2.941%	1	P-4A/Y-4/D-4/E-4
5	190 Matthew Paul Way	2.941%	2.941%	1	P-5A & P-5B/Y-5/D-5/E-5
6	188 Matthew Paul Way	2.941%	2.941%	1	P-6A/Y-6/D-6/E-6
<u>Building No. 2</u>					
7	186 Matthew Paul Way	2.941%	2.941%	1	P-7A & P-7B/Y-7/D-7/E-7
8	184 Matthew Paul Way	2.941%	2.941%	1	P-8A & P-8B/Y-8/D-8/E-8
9	182 Matthew Paul Way	2.941%	2.941%	1	P-9A & P-9B/Y-9/D-9/E-9
10	180 Matthew Paul Way	2.941%	2.941%	1	P-10A & P-10B/Y-10/D-10/E-10
11	178 Matthew Paul Way	2.941%	2.941%	1	P-11A & P-11B/Y-11/D-11/E-11
12	176 Matthew Paul Way	2.941%	2.941%	1	P-12A & P-12B/Y-12/D-12/E-12
<u>Building No. 3</u>					
13	174 Matthew Paul Way	2.941%	2.941%	1	P-13A & P-13B/Y-13/D-13/E-13
14	172 Matthew Paul Way	2.941%	2.941%	1	P-14A/Y-14/D-14/E-14
15	170 Matthew Paul Way	2.941%	2.941%	1	P-15A & P-15B/Y-15/D-15/E-15
16	168 Matthew Paul Way	2.941%	2.941%	1	P-16A/Y-16/D-16/E-16



Building
No. 4

17	173 Matthew Paul Way	2.941%	2.941%	1	P-17A & P-17B/Y-17/D-17/E-17
18	175 Matthew Paul Way	2.941%	2.941%	1	P-18A/Y-18/D-18/E-18
19	177 Matthew Paul Way	2.941%	2.941%	1	P-19A & P-19B/Y-19/D-19/E-19
20	179 Matthew Paul Way	2.941%	2.941%	1	P-20A/Y-20/D-20/E-20

Building
No. 5

21	161 Matthew Paul Way	2.941%	2.941%	1	P-21A & P-21B/Y-21/D-21/E-21
22	163 Matthew Paul Way	2.941%	2.941%	1	P-22A/Y-22/D-22/E-22
23	165 Matthew Paul Way	2.941%	2.941%	1	P-23A & P-23B/Y-23/D-23/E-23
24	167 Matthew Paul Way	2.941%	2.941%	1	P-24A/Y-24/D-24/E-24

Building
No. 7

39	115 Matthew Paul Way	2.941%	2.941%	1	P-39A & P-39B/Y-39/D-39/E-39
40	117 Matthew Paul Way	2.941%	2.941%	1	P-40A/Y-40/D-40/E-40
41	119 Matthew Paul Way	2.941%	2.941%	1	P-41A & P-41B/Y-41/D-41/E-41
42	121 Matthew Paul Way	2.941%	2.941%	1	P-42A/Y-42/D-42/E-42

Building
No. 10

43	125 Matthew Paul Way	2.941%	2.941%	1	P-43A & P-43B/Y-43/D-43/E-43
44	127 Matthew Paul Way	2.941%	2.941%	1	P-44A & P-44B/Y-44/D-44/E-44
45	129 Matthew Paul Way	2.941%	2.941%	1	P-45A & P-45B/Y-45/D-45/E-45
46	131 Matthew Paul Way	2.941%	2.941%	1	P-46A & P-46B/Y-46/D-46/E-46
47	133 Matthew Paul Way	2.941%	2.941%	1	P-47A & P-47B/Y-47/D-47/E-47
48	135 Matthew Paul Way	2.941%	2.941%	1	P-48A & P-48B/Y-48/D-48/E-48

TOTALS		100.00%	100.00%	34	
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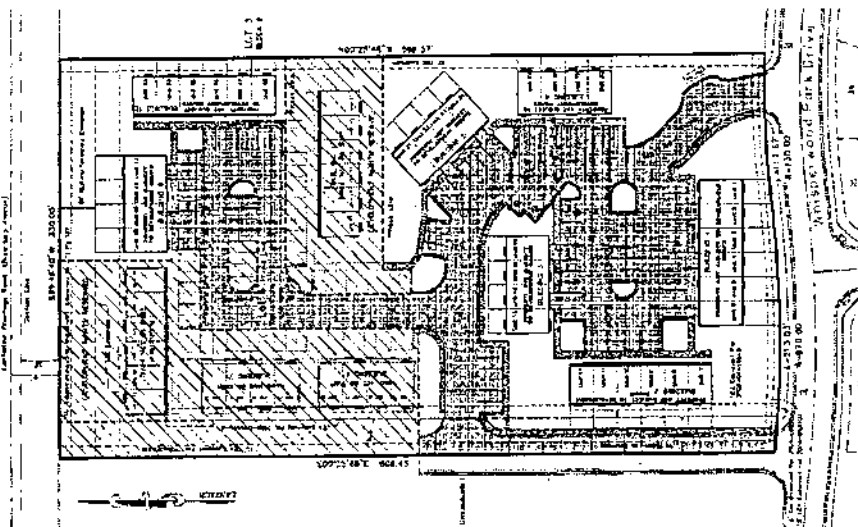
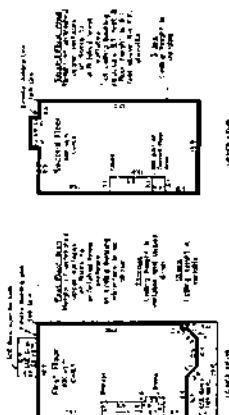
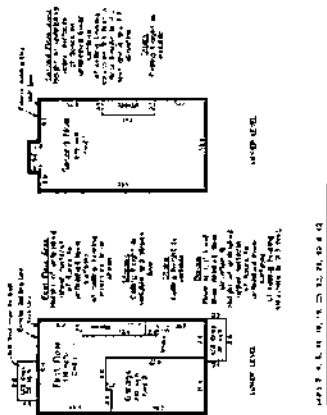
PLAT AND PLANS
(Declaration Schedule A-3)

2010-4
2010-003352-0

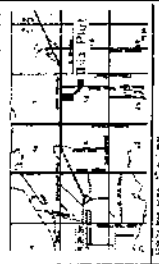
ADDING UNITS 39 THROUGH 48
TO
WHISPERWOOD SQUARE
ANCHORAGE RECORDING DISTRICT



WHISPERSWOOD SQUARE
PHASE 7
A COMMUNITY INTEREST COMMUNITY

[illegible]

Sheet 1 of 3



**PHASE 7
ADDING UNITS 30 THROUGH 48**

[illegible]

Glenn Highway Corridor

Centerline Frontage Road (Boundary Avenue)

Section Line

S89°48'40"W 330.00'

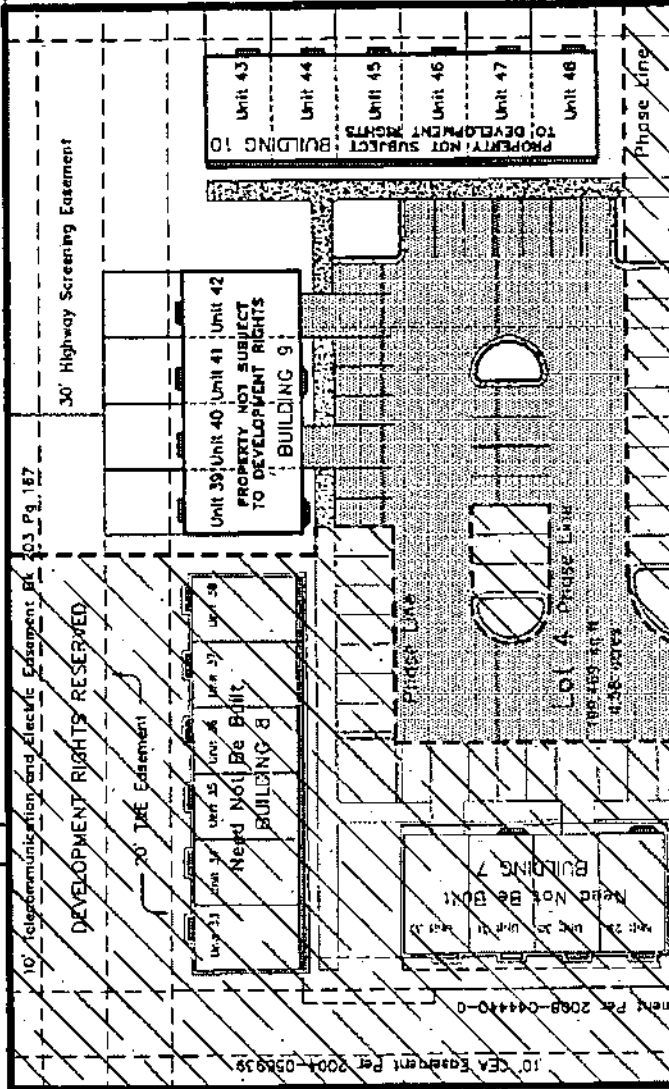
10' Telecommunication and Electric Easement Per 203 Pg. 187

DEVELOPMENT RIGHTS RESERVED

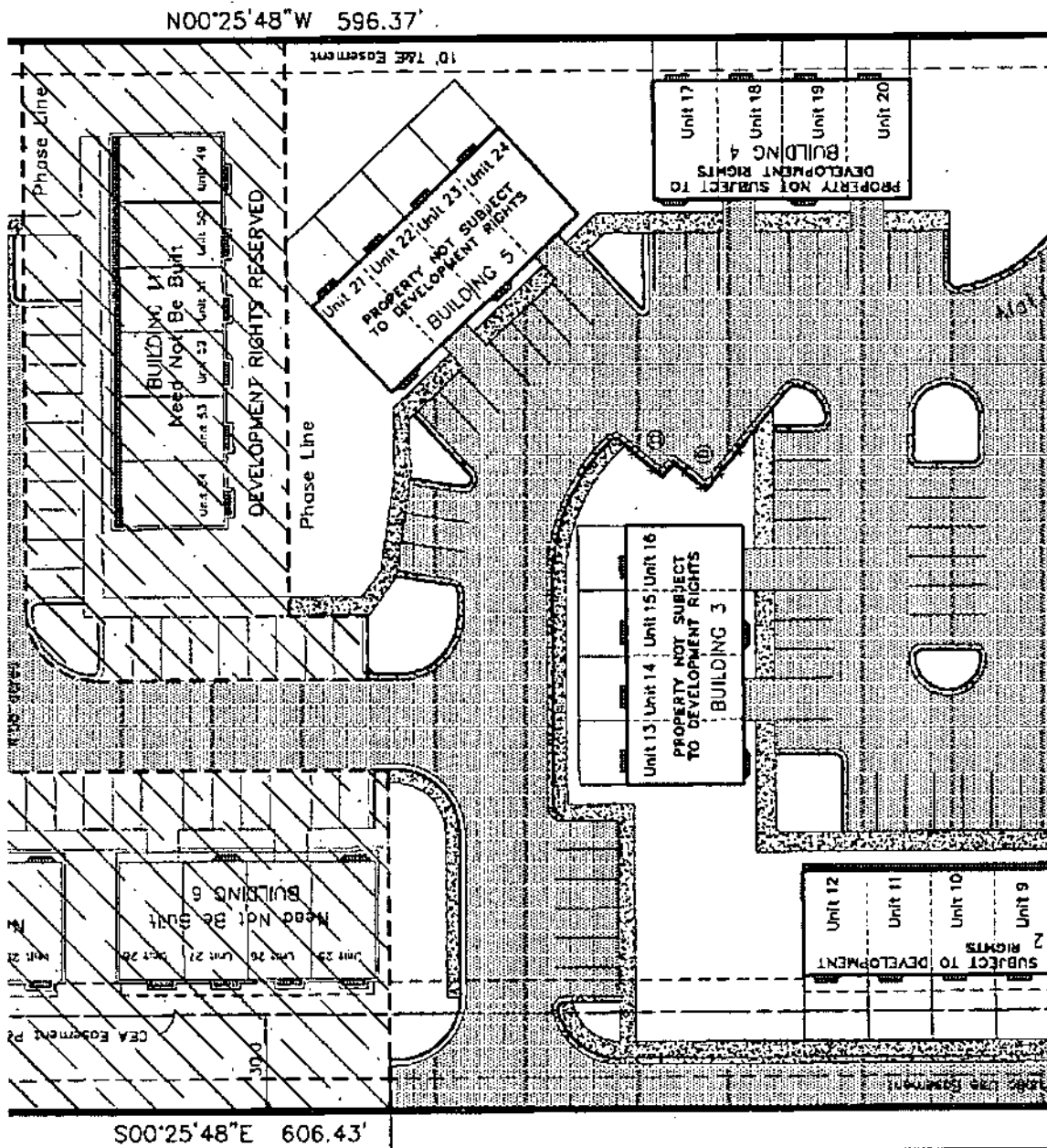
20' Tree Easement

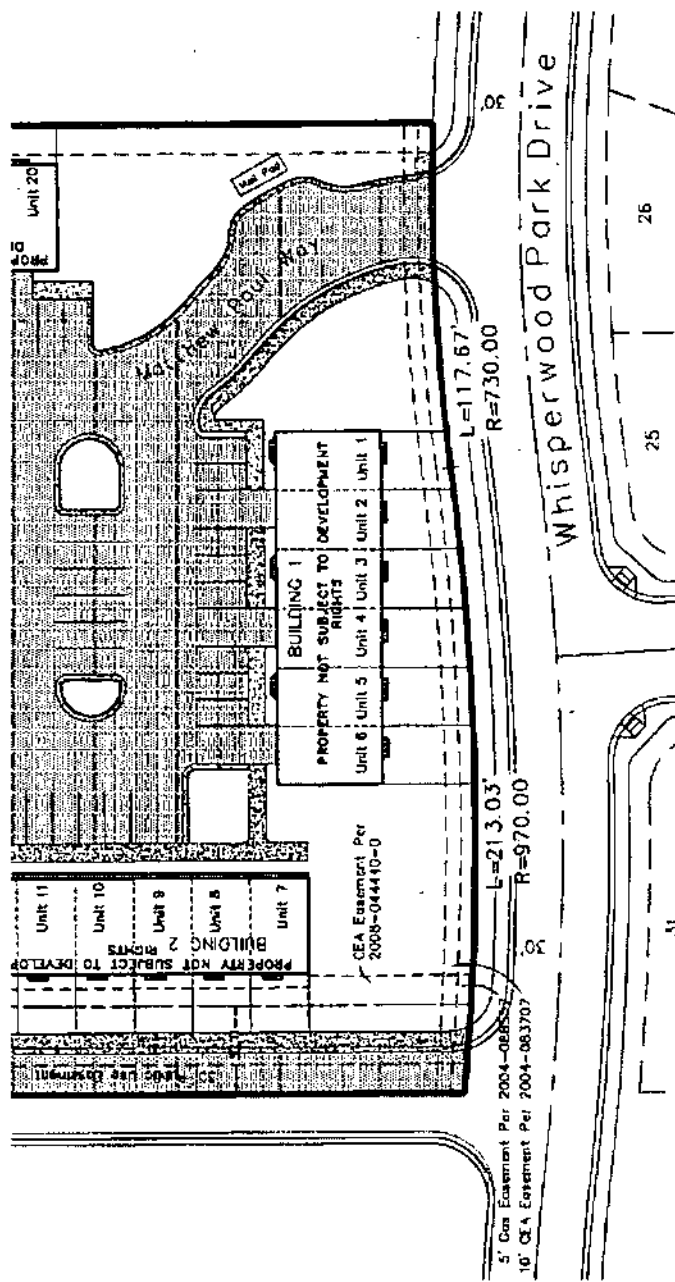
30' Highway Screening Easement

LANTTECH



14 of 40
2010-093353-0





Legend:

 Wood Deck

Conflict of interest statement: No conflict declared.

Free Shipping
Free Returns

FOR INFORMATION

Overhang

Ergebnis

Units Legend:

4

1

2000

Ceiling height
Ceiling mount

Ceiling does line

Limited Common Element

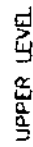
GRAPHIC SCALE

(IN FEET)

1 INCH = 40 FT.



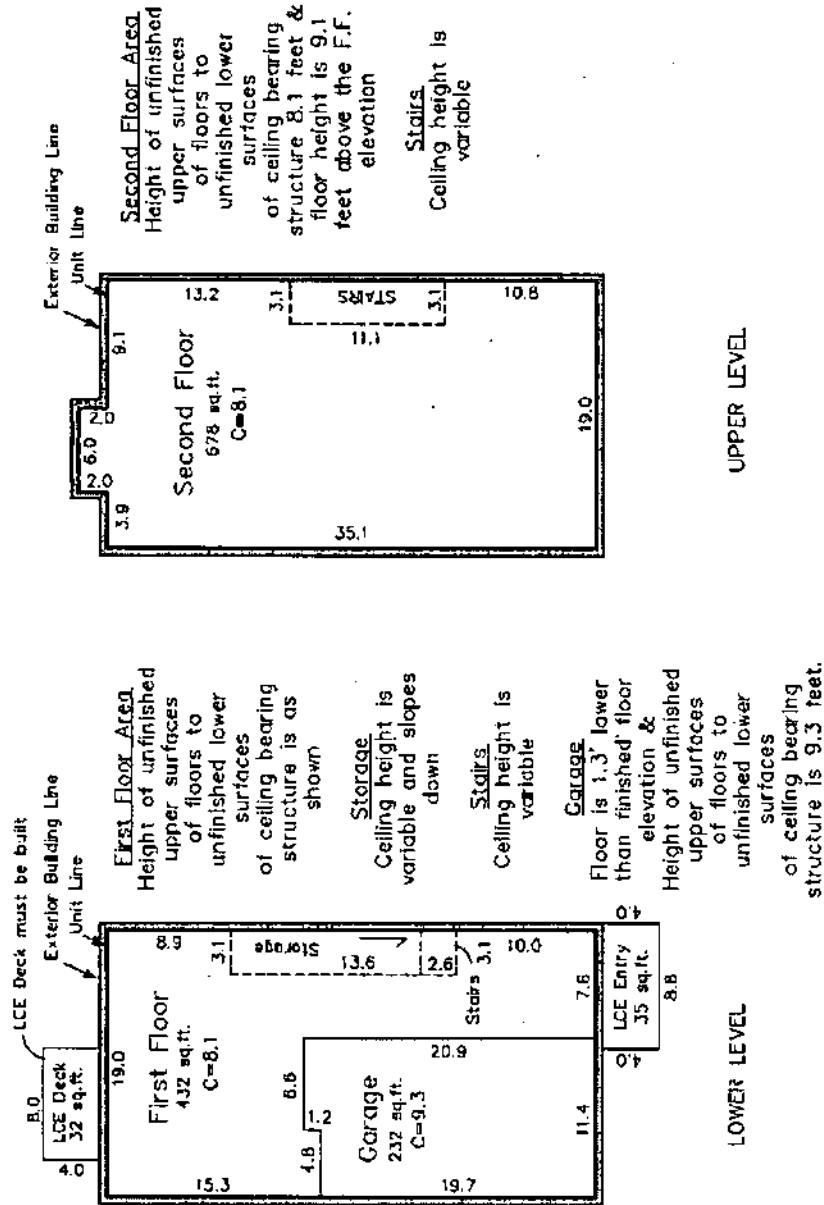
Scale: 1"=10'

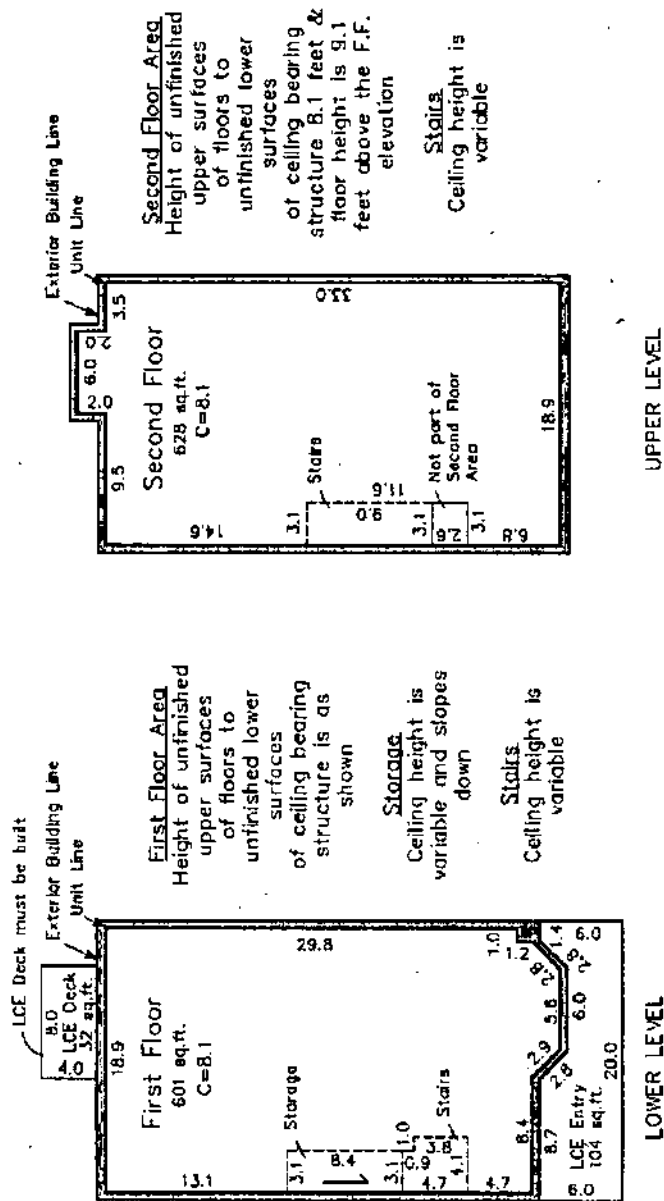


Units 1, 3, 5, 13, 15, 17, 19, 21, 23, 39 & 41



2010-003353-0





Units 7-12 & 43-48



WHISPERWOOD SQUARE
PHASE 7
A COMMON INTEREST COMMUNITY

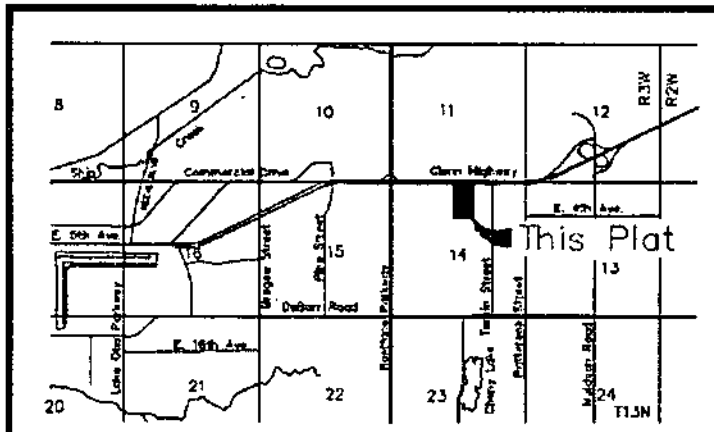
NOTES:

1. ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND DECIMAL PORTIONS OF FEET.
2. ALL BUILDING TIES ARE AT 90° TO THE PROPERTY LINES UNLESS OTHERWISE NOTED.
3. ELEVATION DATUM FOR THE BUILDINGS IS GREATER ANCHORAGE AREA BOROUGH, POST OIAKE, U.S. GEODETIC SURVEY, MEAN SEA LEVEL OF 1972.
4. EACH UNIT IS DESIGNATED BY A NUMBER INDICATING THE DESIGNATION OF THE UNIT WITHIN THE PROJECT (i.e. UNIT 2).
5. THIS PROJECT IS LOCATED ON LOTS 4, BLOCK 2, WHISPERWOOD SUBDIVISION PHASE 1, LOCATED WITHIN THE NW 1/4, NE 1/4, SEC. 14, T13N, R3W, S4, ALASKA, ANCHORAGE RECORDING DISTRICT, PLAT 2004-122.
6. THE CONDOMINIUM DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE "COMMON INTEREST OWNERSHIP ACT", ALASKA STATUTE 34.08.
7. AREAS OUTSIDE OF UNIT BOUNDARIES AND LIMITED COMMON ELEMENTS, AS SPECIFIED IN THE DECLARATION, ARE COMMON ELEMENTS.
8. CERTAIN IMPROVEMENTS WHICH MAY BE BUILT BY DECLARANT AS PART OF ITS SPECIAL DECLARANT RIGHTS, IN ADDITION TO BUILDINGS AND IMPROVEMENTS SHOWN, MAY INCLUDE ROADS, PAVEMENT AND CURBS, STREET LIGHTING, RETAINING WALLS, DRAINAGE SYSTEMS, GRADING, LANDSCAPING, PLANTS, SHRUBS AND TREES, FENCES, SIGNS, PIPES, DUCTS, CABLES, UTILITY WAYS, INFRASTRUCTURE, AND ACCESSORY OR RELATED STRUCTURES AND FIXTURES AND IMPROVEMENTS WHICH ARE REQUIRED BY APPROPRIATE GOVERNMENTAL AUTHORITIES, OR UTILITY COMPANIES, OR WHICH WILL ENHANCE THE COMMUNITY IN THE DISCRETION OF THE DECLARANT. THE IMPROVEMENTS "NEED NOT BE BUILT" IN ANY PARTICULAR ORDER OR AT ANY PARTICULAR LOCATION IN THE PROPERTY AND WILL HAVE DIMENSIONS CONSISTENT WITH THEIR PURPOSES. PLEASE REFER TO ARTICLE VI OF THE DECLARATION OF LIMITATIONS AND RESERVATIONS FOR THESE RIGHTS.
9. UNIT BOUNDARIES SHOWN ON THIS SHEET ARE ACTUAL UNIT BOUNDARIES PER DEFINITION OF UNIT IN ARTICLE IV OF THE DECLARATION.
10. DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
11. AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 143,001 S.F.
12. DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e. 4"=4.00')
13. FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED ON THE 9TH DAY OF FEBRUARY, 2009, AT SERIAL RECORDING NO. 2009-007721-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
14. IMPROVEMENTS WITHIN AREAS DESIGNATED AS PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS MUST BE BUILT SUBJECT TO SPECIAL DECLARANT RIGHTS RESERVED IN ARTICLE VI OF THE DECLARATION.
15. EACH UNIT HAS LIMITED COMMON ELEMENT PARKING SPACE (i.e. P-5A, P-5B etc).
16. EACH UNIT HAS A LIMITED COMMON ELEMENT YARD (i.e. Y-5).
17. THERE ARE RIGHT OF WAY EASEMENTS, INCLUDING TERMS AND PROVISIONS THEREOF, GRANTED TO CHUGACH ELECTRIC ASSOCIATION, INC. AND ITS ASSIGNS AND/OR SUCCESSORS IN INTEREST, TO CONSTRUCT, OPERATE AND MAINTAIN AN ELECTRIC TRANSMISSION AND/OR TELEPHONE DISTRIBUTION LINE OR SYSTEM BY INSTRUMENTS RECORDED AUGUST 2, 1952, BOOK 78 PAGE 56, AND RECORDED JUNE 17, 1971, MISC BOOK 203 PAGE 187. THESE ARE BLANKET EASEMENTS THAT AFFECT LOT 4, AND ARE NOT PLOTTED HEREON.
18. THERE IS A RESERVATION OF ALL OIL, GAS AND MINERAL RIGHTS TOGETHER WITH THE RIGHT TO REMOVE SAME BELOW A DISTANCE OF 250 FEET BELOW THE SURFACE WITHOUT DAMAGING OR DISTURBING THE SURFACE OR SURFACE IMPROVEMENTS, AS RESERVED IN WARRANTY DEED, RECORDED DECEMBER 3 2003, AS INSTRUMENT NO. 2003-125834-0. THIS RESERVATION AFFECTS LOT 4, AND IS NOT PLOTTED HEREON.
19. SANITARY SEWER MAIN EXTENSION AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, BY AND BETWEEN THE MUNICIPALITY OF ANCHORAGE AND WHITE RAVEN DEVELOPMENT, INC., RECORDED FEBRUARY 24, 2004, AS INSTRUMENT NO. 2004-C11706-0 AND AMENDED BY INSTRUMENT RECORDED MAY 23, 2005 AS INSTRUMENT NO. 2005-033821-0 AFFECTS THIS PROPERTY, AND IS NOT PLOTTED HEREON.
20. WATER MAIN EXTENSION AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, BY AND BETWEEN THE MUNICIPALITY OF ANCHORAGE AND WHITE RAVEN DEVELOPMENT, INC., RECORDED FEBRUARY 24, 2004, AS INSTRUMENT NO. 2004-C11707-0 AND AMENDED BY INSTRUMENT RECORDED MAY 23, 2005 AS INSTRUMENT NO. 2005-033820-0 AFFECTS THIS PROPERTY, AND IS NOT PLOTTED HEREON.
21. THERE IS A BLANKET EASEMENT FOR NATURAL GAS PIPELINES AND APPURTENANCES THERETO GRANTED TO ENSTAR NATURAL GAS COMPANY, A DIVISION OF SEMCO ENERGY, INC., RECORDED AUGUST 19, 2008 AS INSTRUMENT NO. 2008-C47342-0.



19. SANITARY SEWER MAIN EXTENSION AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, BY AND BETWEEN THE MUNICIPALITY OF ANCHORAGE AND WHITE RAVEN DEVELOPMENT, INC., RECORDED FEBRUARY 24, 2004, AS INSTRUMENT NO. 2004-011708-0 AND AMENDED BY INSTRUMENT RECORDED MAY 23, 2005 AS INSTRUMENT NO. 2005-033821-0 AFFECTS THIS PROPERTY, AND IS NOT PLOTTED HEREON.
20. WATER MAIN EXTENSION AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, BY AND BETWEEN THE MUNICIPALITY OF ANCHORAGE AND WHITE RAVEN DEVELOPMENT, INC., RECORDED FEBRUARY 24, 2004, AS INSTRUMENT NO. 2004-011707-0 AND AMENDED BY INSTRUMENT RECORDED MAY 23, 2005 AS INSTRUMENT NO. 2005-033820-0 AFFECTS THIS PROPERTY, AND IS NOT PLOTTED HEREON.
21. THERE IS A BLANKET EASEMENT FOR NATURAL GAS PIPELINES AND APPURTENANCES THERETO GRANTED TO ENSTAR NATURAL GAS COMPANY, A DIVISION OF SEMCO ENERGY, INC., RECORDED AUGUST 19, 2008 AS INSTRUMENT NO. 2008-047342-0.

Sheet 1 of 3



Vicinity Map Scale: 1" = 1 Mile

A CONDOMINIUM PLAT OF:

Whisperwood Square Condominiums

PHASE 7

ADDING UNITS 39 THROUGH 48

Located on:

Lot 4, Block 2, Whisperwood Subdivision Phase 1 (Flat Number 2004-122), Located Within the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 14, Township 13 North, Range 3 West, Seward Meridian, Anchorage Recording District, Alaska.

Lantech

LAND & CONSTRUCTION SURVEYORS-AUTOCAD
440 W BENSON BLVD, SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-8628)
email: mail@lantech.com

Grid: SW1239

Scale: 1"=40'

Date: Dec. 28, 2009

Work Order: 2007W03

Drawn By: CB

Check By: TH



21 of 40

2010-003353-0

CERTIFICATE OF COMPLETION

SECTION 34.08.080 OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT PROVIDES THAT A DECLARATION FOR A CONDOMINIUM MAY NOT BE RECORDED AND A PLAT OR PLAN THAT IS PART OF THE DECLARATION FOR A CONDOMINIUM MAY NOT BE FILED UNLESS A CERTIFICATE OF COMPLETION IS RECORDED WITH THE DECLARATION AS EVIDENCE THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS OF EACH BUILDING CONTAINING OR COMPRISING A UNIT OF THE CONDOMINIUM ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLAT AND PLANS.

I DO HEREBY CERTIFY THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS.


ANTHONY P. HOFFMAN, PRES
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

1-11-2010

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 11th DAY OF January, 2010.

FOR: ANTHONY P. HOFFMAN

Oct 19, 2010
MY COMMISSION EXPIRES


NOTARY PUBLIC



SURVEYOR'S CERTIFICATE

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

I DO HEREBY CERTIFY THAT THIS PLAT AND PLANS ARE A TRUE AND CORRECT LAYOUT OF THE UNITS ACCURATELY SURVEYED TO DEPICT AN AS-BUILT SURVEY AND THAT THE INFORMATION REQUIRED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THE PLAT AND PLANS FILED HERewith. THE VERTICAL AND HORIZONTAL BOUNDARIES AND DIMENSIONS DEPICTED ON THE PLANS ARE REPRODUCED DIRECTLY FROM ACTUAL CONSTRUCTION DRAWINGS AND ACCORDINGLY ARE NOT INCLUDED IN THIS CERTIFICATION.


ANTHONY P. HOFFMAN, PRES
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503



BENEFICIARY:



BENEFICIARY:

FIRST NATIONAL BANK ALASKA

Stacy Tomuro VP
AUTHORIZED SIGNER/POSITION
STACY TOMURO
VICE PRESIDENT

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 19th DAY OF January 2010.

FOR: Stacy Tomuro, Vice President, FNBA

January 20, 2010

MY COMMISSION EXPIRES

Sydney C. Haller

NOTARY PUBLIC



OWNER'S CERTIFICATE

THE UNDERSIGNED, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOT 4, BLOCK 2, WHISPERWOOD SUBDIVISION PHASE 1 (PLAT 2004-122), LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA, ANCHORAGE RECORDING DISTRICT.

THE UNDERSIGNED AS DECLARANT UNDER THAT CERTAIN DECLARATION OF WHISPERWOOD SQUARE, RECORDED ON THE 9TH DAY OF FEBRUARY, 2009, AT SERIAL RECORDING NO. 2009-007721-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AS AMENDED BY AMENDMENT NO. 1 TO THE DECLARATION RECORDED ON THE 3RD DAY OF APRIL, 2009, AT SERIAL NO. 2009-021323-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 2 TO THE DECLARATION RECORDED ON THE 19TH DAY OF MAY 2009, AT SERIAL NO. 2009-033180-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 3 TO THE DECLARATION RECORDED ON THE 9TH DAY OF JUNE 2009, AT SERIAL NO. 2009-038442-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 4 TO THE DECLARATION RECORDED ON THE 10TH DAY OF AUGUST 2009, AT SERIAL NO. 2009-053155-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 5 TO THE DECLARATION RECORDED ON THE 17TH DAY OF SEPTEMBER, 2009, AT SERIAL NO. 2009-060583-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA. ("DECLARATION"). PURSUANT TO SECTION 34.08.100 OF THE ALASKA COMMON INTEREST OWNERSHIP ACT DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT THE CREATION OF THE UNITS AND COMMON ELEMENTS AS SHOWN HEREIN.

David D. Hultquist
OWNER DAVID D. HULTQUIST
MULTQUIST HOMES INC.
360 EAST 100TH AVENUE
ANCHORAGE, AK. 99515

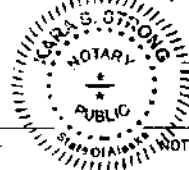
NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 19th DAY OF January 2010.

FOR: DAVID D. HULTQUIST

3-18-10

MY COMMISSION EXPIRES



Kara S. Strong

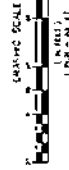
NOTARY PUBLIC



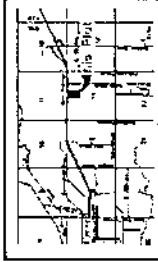
23 of 40
2010-003353-0

**WHISPERWOOD SQUARE
PHASE 7
A CONDOMINIUM SUBDIVISION**

UNIT	Phase 7 CONDO #	Area (sq. ft.)	Total Area (sq. ft.)
101	101	1,010	1,010
102	102	1,010	2,020
103	103	1,010	3,030
104	104	1,010	4,040
105	105	1,010	5,050
106	106	1,010	6,060
107	107	1,010	7,070
108	108	1,010	8,080
109	109	1,010	9,090
110	110	1,010	10,100
111	111	1,010	11,110
112	112	1,010	12,120
113	113	1,010	13,130
114	114	1,010	14,140
115	115	1,010	15,150
116	116	1,010	16,160
117	117	1,010	17,170
118	118	1,010	18,180
119	119	1,010	19,190
120	120	1,010	20,200
121	121	1,010	21,210
122	122	1,010	22,220
123	123	1,010	23,230
124	124	1,010	24,240
125	125	1,010	25,250
126	126	1,010	26,260
127	127	1,010	27,270
128	128	1,010	28,280
129	129	1,010	29,290
130	130	1,010	30,300
131	131	1,010	31,310
132	132	1,010	32,320
133	133	1,010	33,330
134	134	1,010	34,340
135	135	1,010	35,350
136	136	1,010	36,360
137	137	1,010	37,370
138	138	1,010	38,380
139	139	1,010	39,390
140	140	1,010	40,400
141	141	1,010	41,410
142	142	1,010	42,420
143	143	1,010	43,430
144	144	1,010	44,440
145	145	1,010	45,450
146	146	1,010	46,460
147	147	1,010	47,470
148	148	1,010	48,480
149	149	1,010	49,490
150	150	1,010	50,500

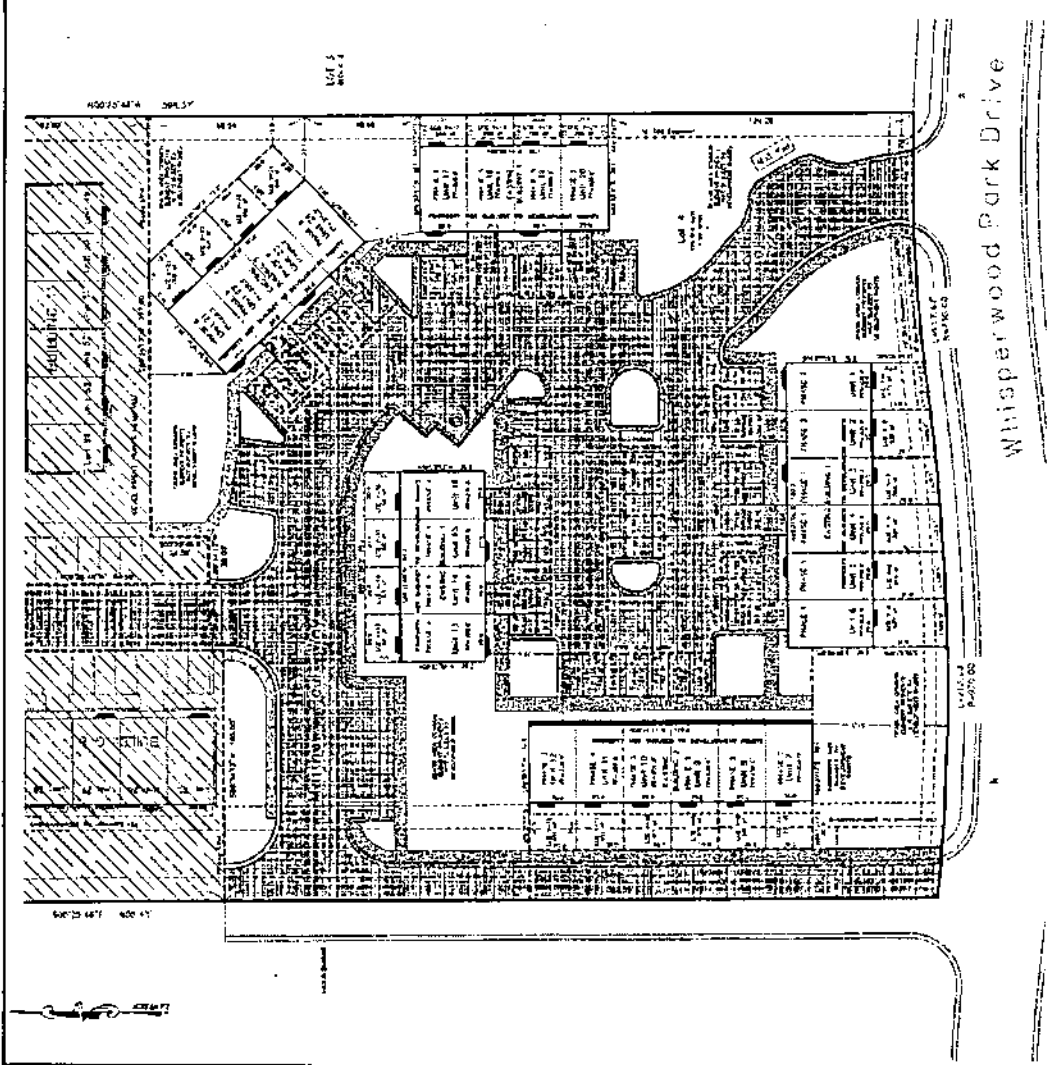


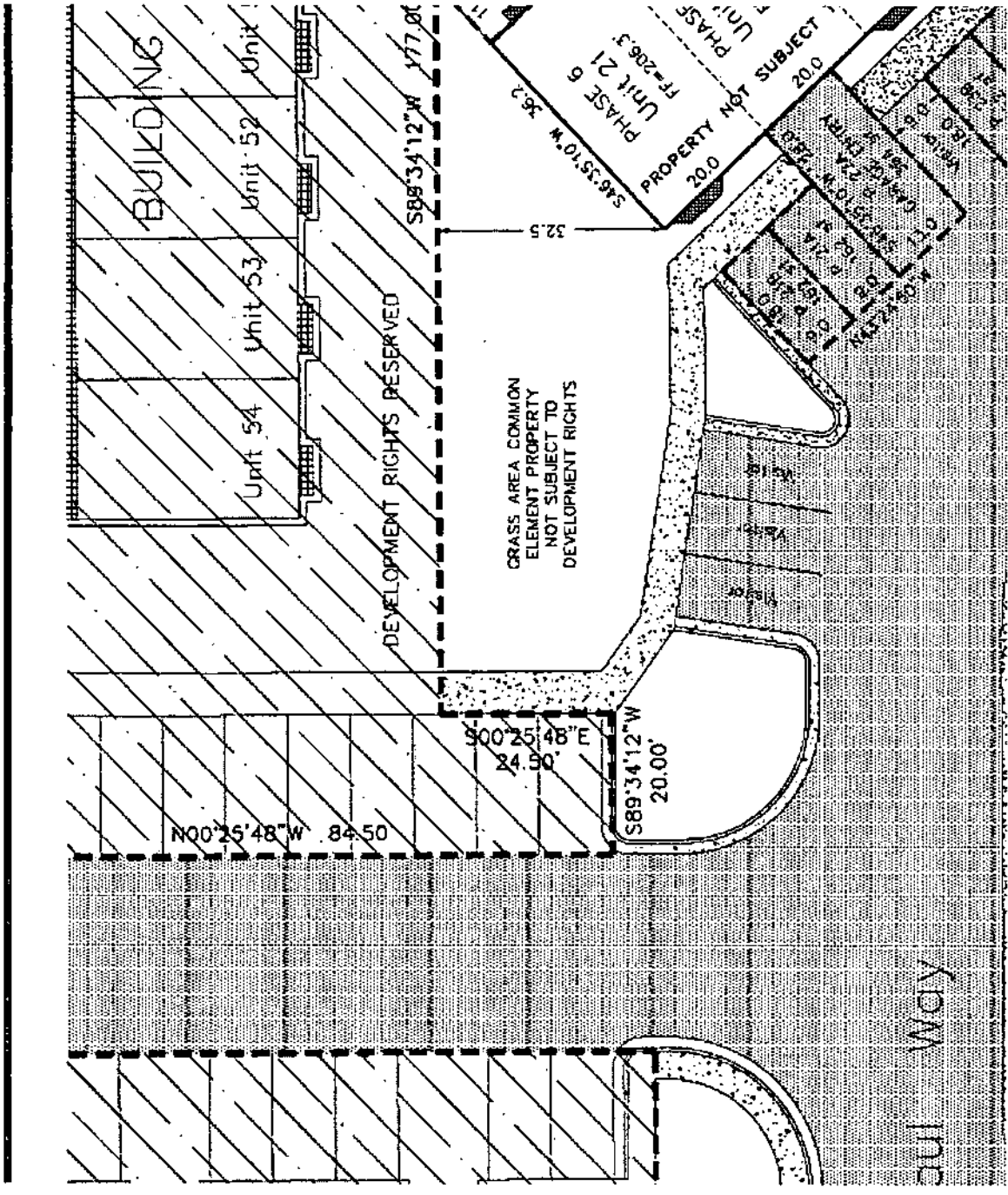
Sheet 2 of 3

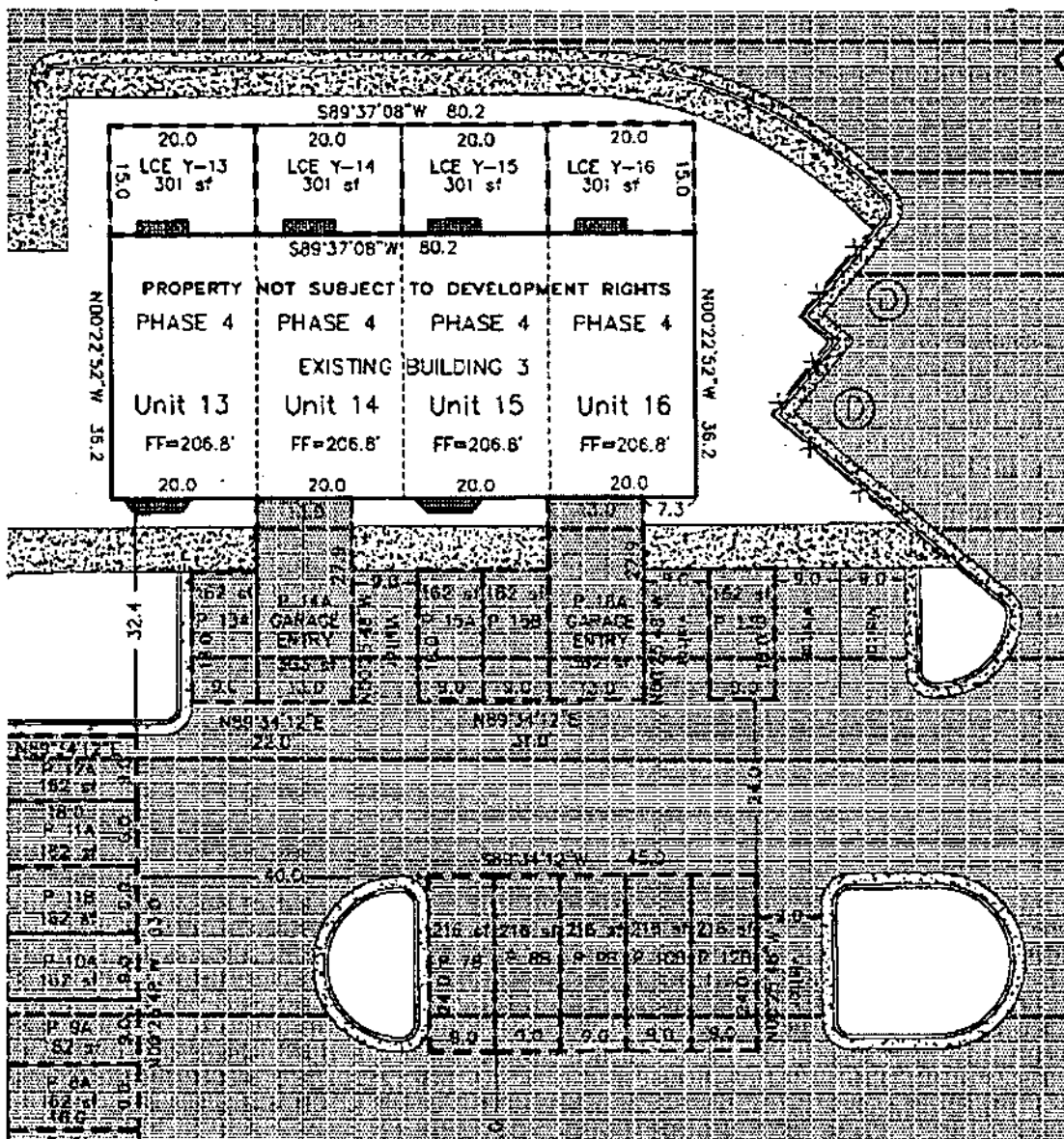


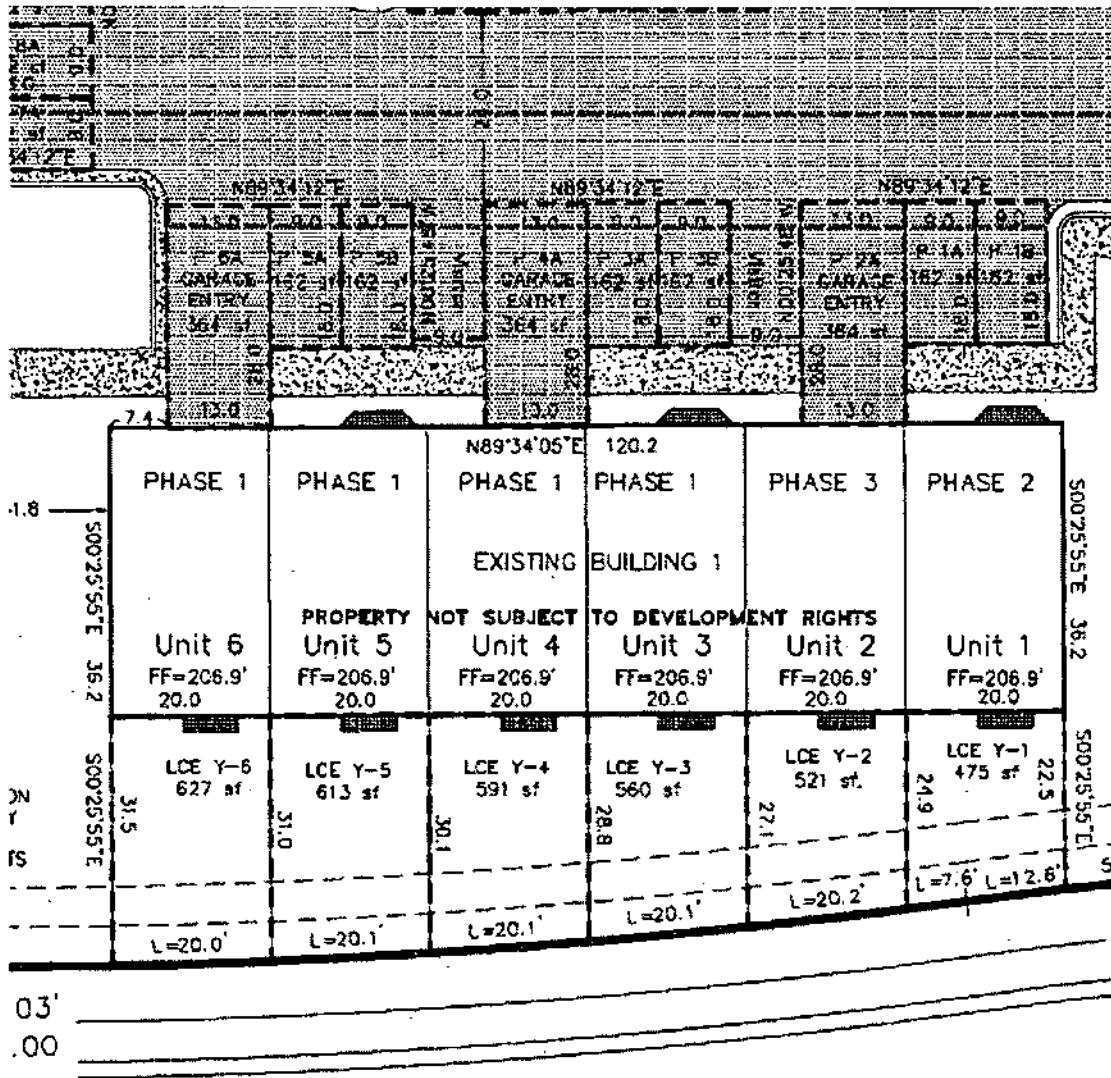
**Whisperwood Square Condominiums
PHASE 7
ADDING UNITS 39 THROUGH 46**

Lantech
Lantech is a leading provider of real estate services, including property management, leasing, and sales. We are proud to be part of the Whisperwood Square development.



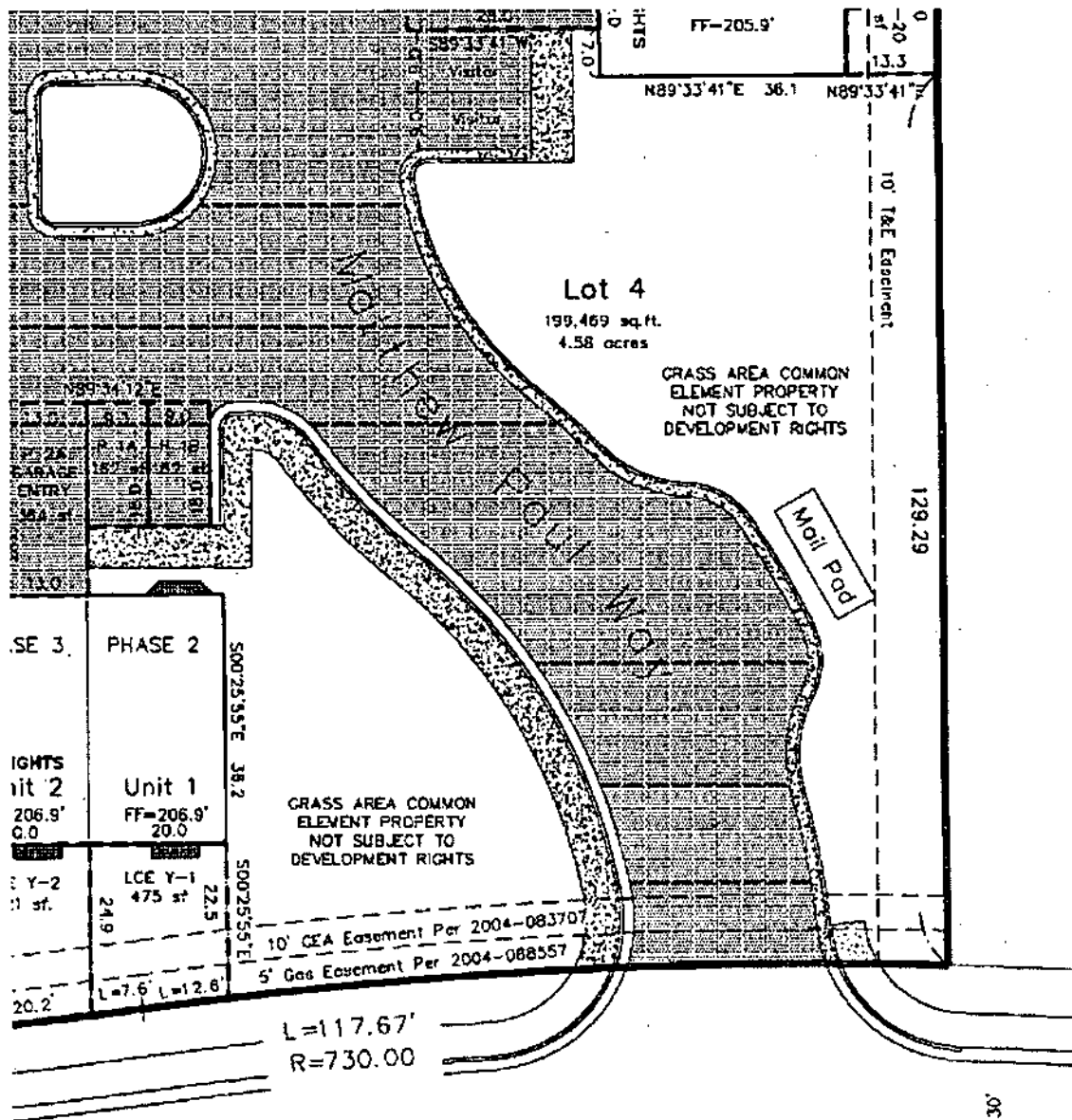






whisper





Wienerwood Park Drive



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2010-003353-0



WHISPERWOOD SQUARE

PHASE 7

A COMMON INTEREST COMMUNITY

Unit Numbers	Finished Floor Elevations	Addresses	Total LCE Area *
UNIT 1	206.9'	198 Matthew Paul Way	863 s.f.
UNIT 2	206.9'	196 Matthew Paul Way	920 s.f.
UNIT 3	206.9'	194 Matthew Paul Way	948 s.f.
UNIT 4	206.9'	192 Matthew Paul Way	990 s.f.
UNIT 5	206.9'	190 Matthew Paul Way	1001 s.f.
UNIT 6	206.9'	188 Matthew Paul Way	1026 s.f.
UNIT 7	208.0'	186 Matthew Paul Way	883 s.f.
UNIT 8	208.0'	184 Matthew Paul Way	883 s.f.
UNIT 9	208.0'	182 Matthew Paul Way	883 s.f.
UNIT 10	208.0'	180 Matthew Paul Way	883 s.f.
UNIT 11	208.0'	178 Matthew Paul Way	829 s.f.
UNIT 12	208.0'	176 Matthew Paul Way	883 s.f.
UNIT 13	206.8'	174 Matthew Paul Way	689 s.f.
UNIT 14	206.8'	172 Matthew Paul Way	699 s.f.
UNIT 15	206.8'	170 Matthew Paul Way	689 s.f.
UNIT 16	206.8'	168 Matthew Paul Way	698 s.f.
UNIT 17	205.9'	173 Matthew Paul Way	690 s.f.
UNIT 18	205.9'	175 Matthew Paul Way	665 s.f.
UNIT 19	205.9'	177 Matthew Paul Way	654 s.f.
UNIT 20	205.9'	179 Matthew Paul Way	665 s.f.
UNIT 21	206.3'	161 Matthew Paul Way	756 s.f.
UNIT 22	206.3'	163 Matthew Paul Way	800 s.f.
UNIT 23	206.3'	165 Matthew Paul Way	789 s.f.
UNIT 24	206.3'	167 Matthew Paul Way	800 s.f.
UNIT 39	207.2'	115 Matthew Paul Way	879 s.f.
UNIT 40	207.2'	117 Matthew Paul Way	888 s.f.
UNIT 41	207.2'	119 Matthew Paul Way	876 s.f.
UNIT 42	207.2'	121 Matthew Paul Way	885 s.f.
UNIT 43	207.8'	125 Matthew Paul Way	782 s.f.
UNIT 44	207.8'	127 Matthew Paul Way	781 s.f.
UNIT 45	207.8'	129 Matthew Paul Way	780 s.f.
UNIT 46	207.8'	131 Matthew Paul Way	780 s.f.
UNIT 47	207.8'	133 Matthew Paul Way	725 s.f.
UNIT 48	207.8'	135 Matthew Paul Way	724 s.f.

* TOTAL LCE AREA INCLUDES LCE PARKING, LCE YARD, AND LCE ENTRANCE OF THE UNIT. THE LCE REAR DECK IS INCLUDED IN THE LCE YARD AREA.



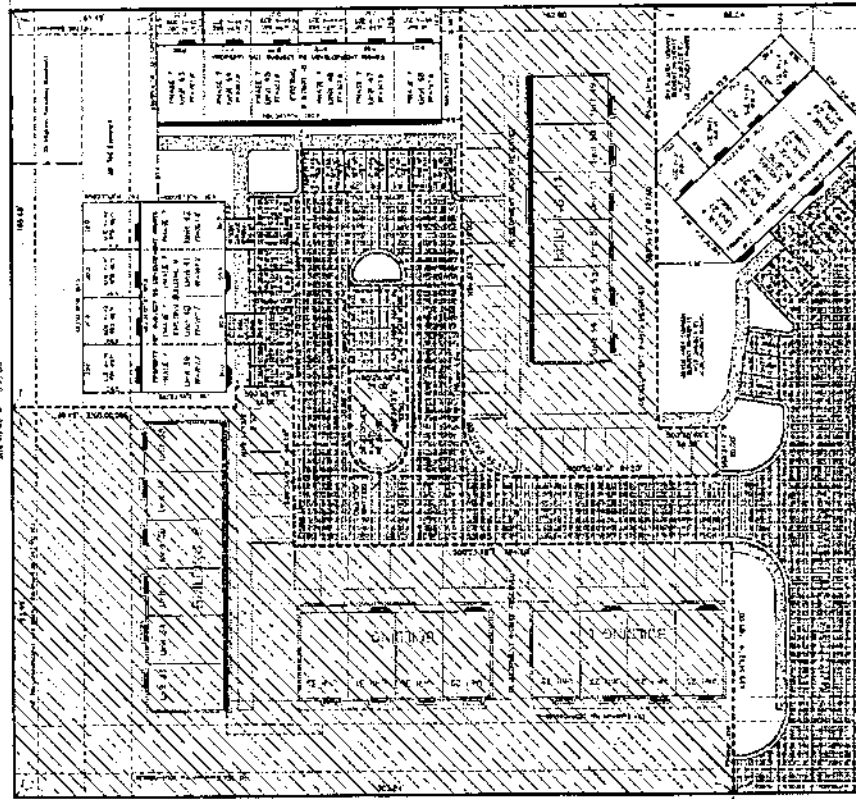
31 of 40

2010-003353-0

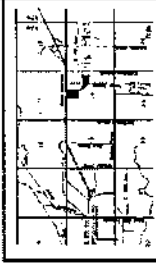
Glenn Highway Corridor

Cartelina Frontage Road (Boundary Avenue)

WHISTERWOOD SQUARE
PHASE 7
A COMMON INTEREST COMMUNITY



Sheet 3 of 3

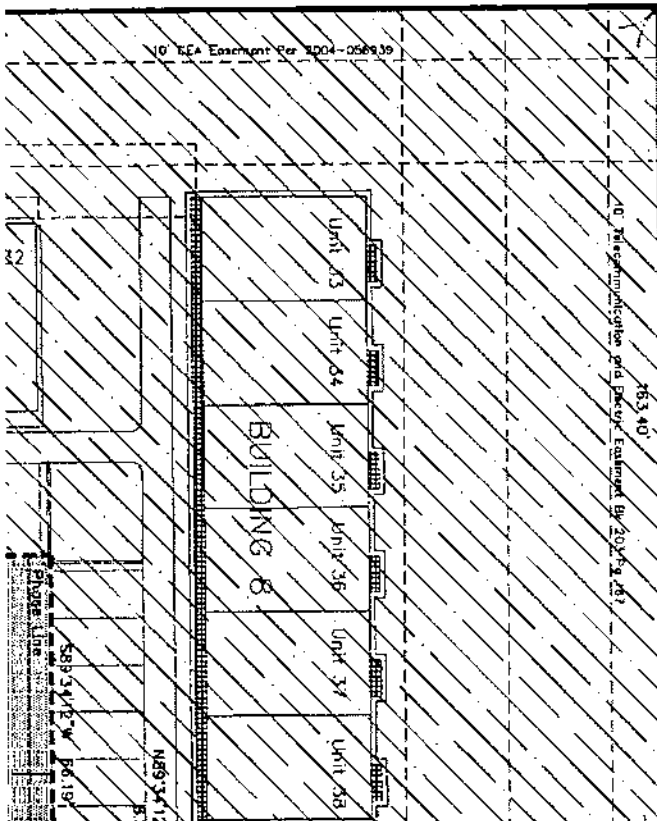


WHISTERWOOD SQUARE
PHASE 7
ADDING UNITS 48 THROUGH 49

Unit 48
Unit 49
Unit 50
Unit 51
Unit 52
Unit 53
Unit 54
Unit 55
Unit 56
Unit 57
Unit 58
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Unit 96
Unit 97
Unit 98
Unit 99
Unit 100

Lantech
Lantech, Inc.
10000 Lantech Drive
Suite 100
Dallas, TX 75243
Phone: (214) 343-1234
Fax: (214) 343-1235
Email: info@lantech.com
Website: www.lantech.com



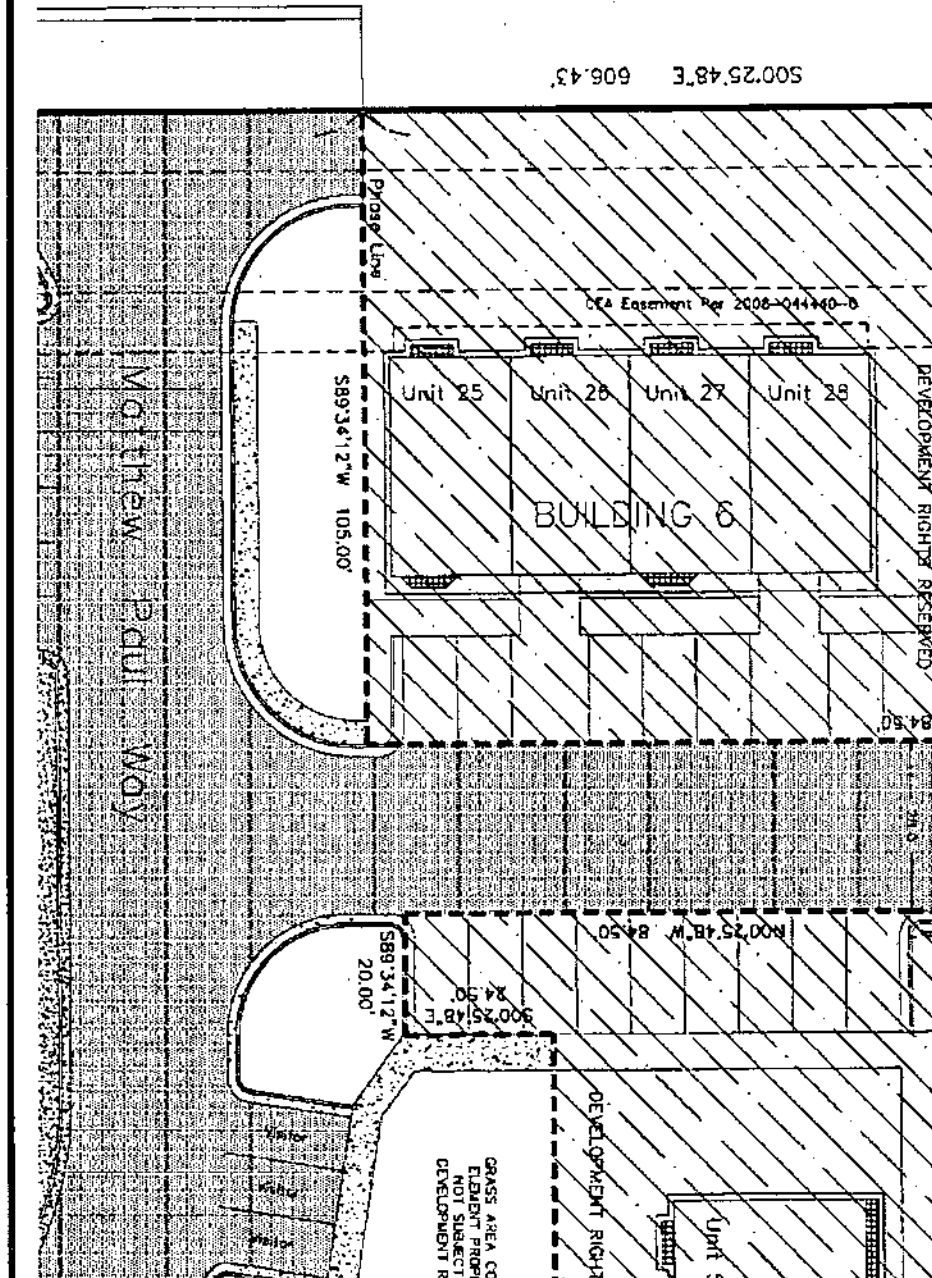


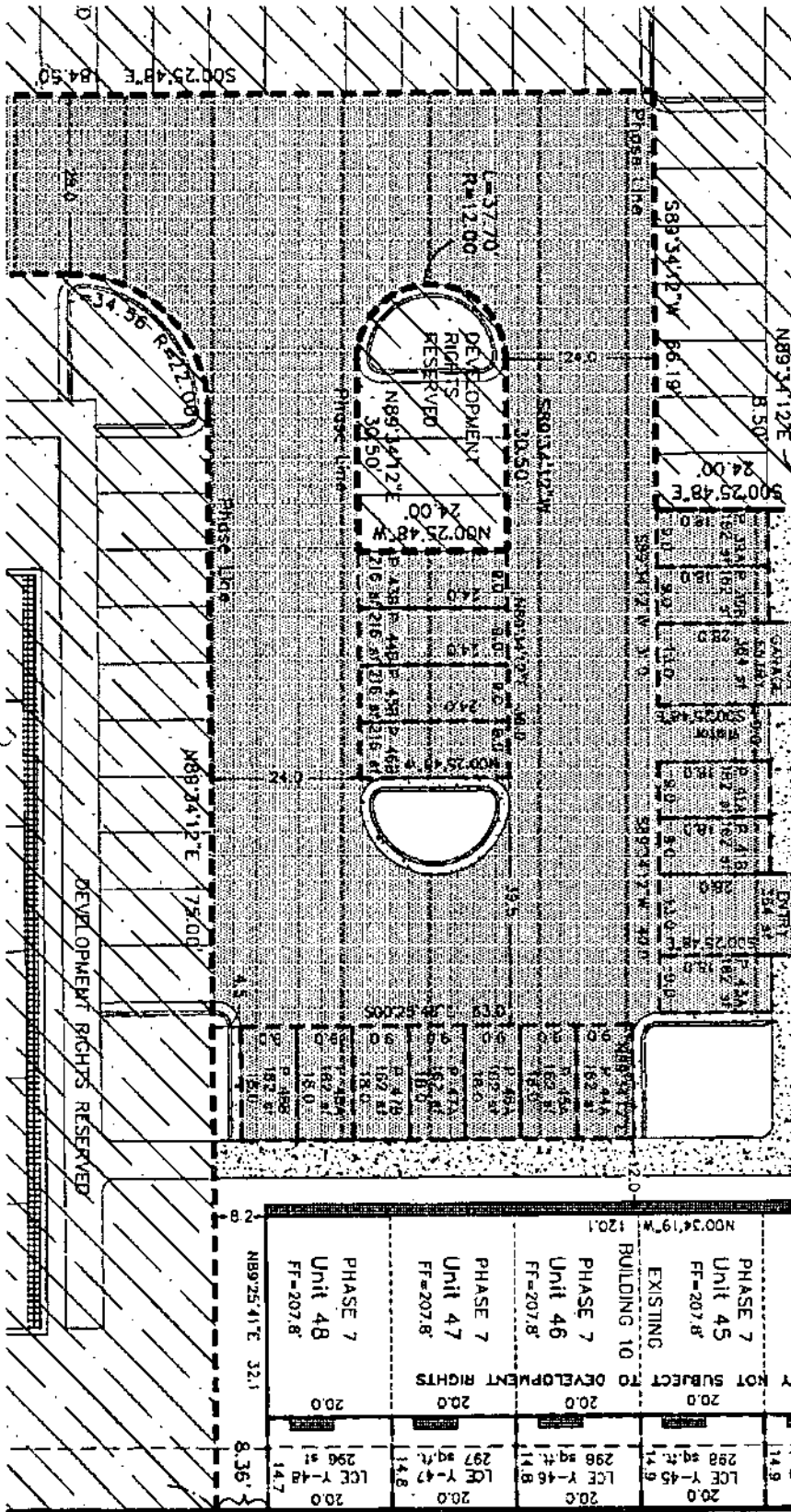
Glenn Highw

Centerline Frontage Road



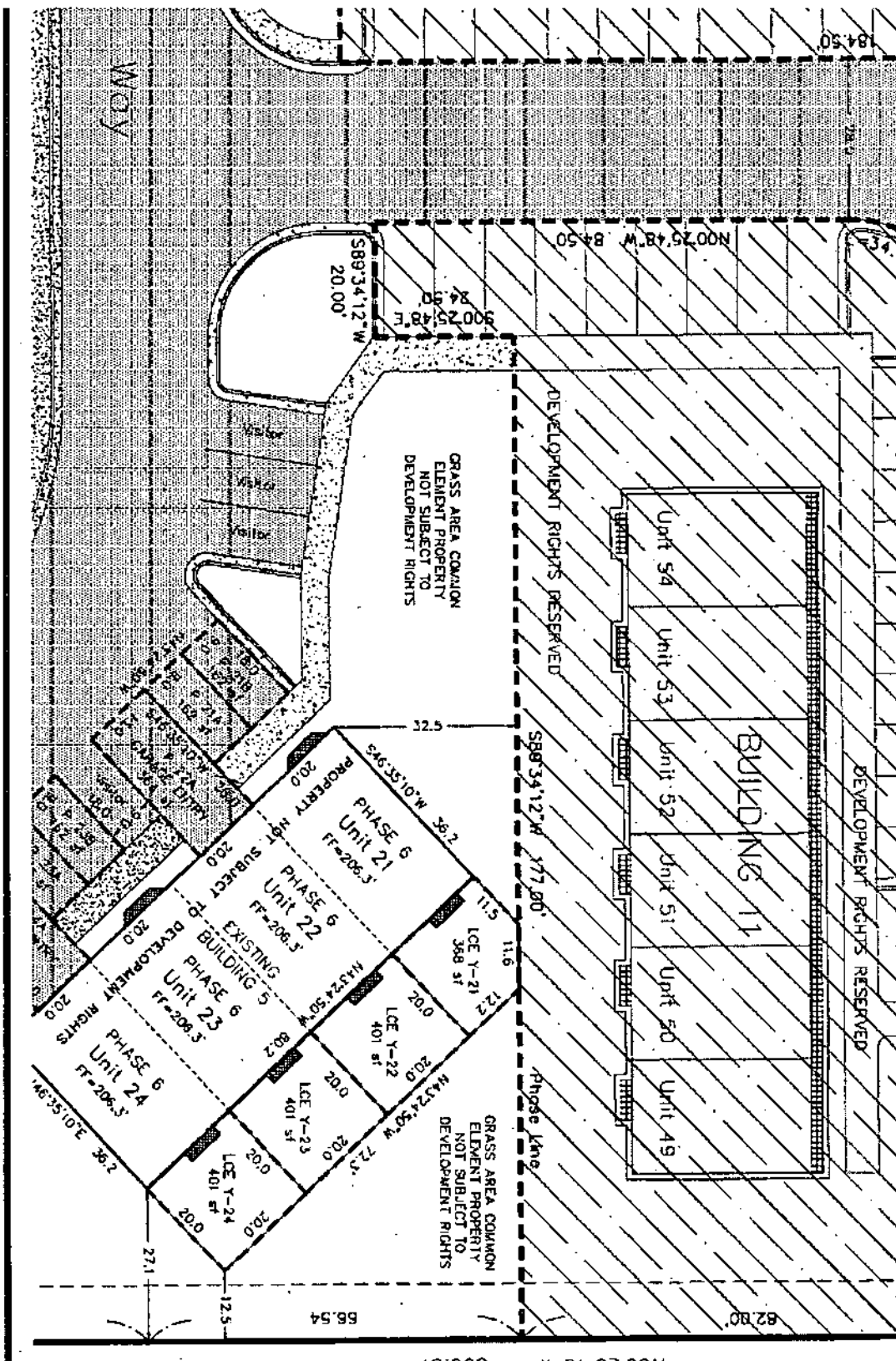
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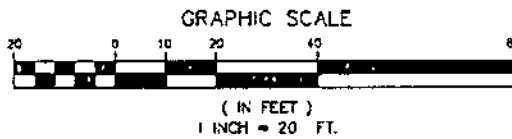




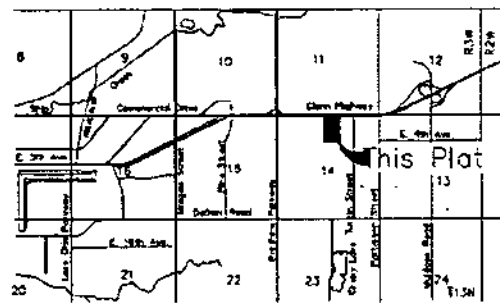
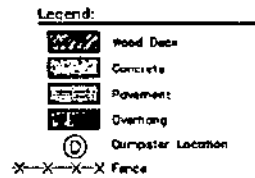
PHASE 7 Unit 45 FF=207.8'	20.0	14.9	LCE Y-45	298 sq ft	20.0
BUILDING 10 EXISTING	20.0	14.9	LCE Y-46	298 sq ft	20.0
PHASE 7 Unit 46 FF=207.8'	20.0	14.8	LCE Y-46	298 sq ft	20.0
PHASE 7 Unit 47 FF=207.8'	20.0	14.8	LCE Y-47	297 sq ft	20.0
PHASE 7 Unit 48 FF=207.8'	20.0	14.7	LCE Y-48	296 sq ft	20.0
NB92541'E 32.1	8.36				







Sheet 3 of 3



Vicinity Map Scale: 1" = 1 Mile

A CONDOMINIUM PLAT OF:

Whisperwood Square Condominiums

PHASE 7

ADDING UNITS 39 THROUGH 48

Located on:

Lot 4, Block 2, Whisperwood Subdivision Phase 1 (Plat Number 2004-122). Located Within the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 14, Township 13 North, Range 3 West, Seward Meridian, Anchorage Recording District, Alaska.

Lantech

LAND & CONSTRUCTION SURVEYORS-AUTOCAD
440 W BENDSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
582-5281 (FAX 581-8638)
email: jng@lantech.com

PLANNERS
ENGINEERS

Grid: SW1239	Scale: 1"=20'	Date: Dec. 28, 2009
Work Order: 2007M03	Drawn By: CB	Check By: TH



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2010-003353-0

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2010-016824-0

Recording Dist: 301 - Anchorage

4/13/2010 2:08 PM Pages: 1 of 40



AMENDMENT NO. 7 TO DECLARATION
OF
WHISPERWOOD SQUARE
EXERCISING DEVELOPMENT RIGHTS
ADDING UNITS 49 THROUGH 54

AFTER RECORDATION RETURN TO:

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

AMENDMENT NO. 7 TO
DECLARATION
OF
WHISPERWOOD SQUARE
EXERCISING DEVELOPMENT RIGHTS
ADDING UNITS 49 THROUGH 54

Hultquist Homes, Inc., an Alaska corporation, with an office at 351 E. 104th Avenue, Suite 100, Anchorage, Alaska 99515, "Declarant" under that certain Declaration for Whisperwood Square, recorded on the 9th day of February, 2009, at Serial No. 2009-007721-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 1 to the Declaration recorded on the 3rd day of April, 2009, at Serial No. 2009-021323-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 2 to the Declaration recorded on the 19th day of May, 2009, at Serial No. 2009-033180-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 3 to the Declaration recorded on the 9th day of June, 2009, at Serial No. 2009-038442-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 4 to the Declaration recorded on the 10th day of August, 2009, at Serial No. 2009-053155-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 5 to the Declaration recorded on the 17th day of September, 2009, at Serial No. 2009-060583-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 6 to the Declaration recorded on the 22nd day of January, 2010, at Serial No. 2010-003353-0 in the Anchorage Recording District, Third Judicial District, State of Alaska ("Declaration") pursuant to Section 34.08.180 of the Alaska Uniform Common Interest Ownership Act, and pursuant to reservations of Development Rights reserved pursuant to Section 34.08.130(a) (8) of the Act and Article VII of the Declaration, does hereby amend the Declaration and does hereby declare:

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

ARTICLE II. Schedule A-2, Table of Interests, attached hereto, adding six (6) units being Units 49 through 54, together with their appurtenant Limited Common Elements, and interests is substituted for the current Schedule A-2 of the Declaration which is declared null and void.

21 ARTICLE III. Schedule A-3, Plat, attached hereto and filed under Plat No. 2010- supplements the current Schedule A-3 of the Declaration as filed under Plat

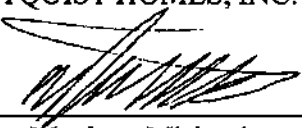


No. 2010-4, by reflecting the addition Units 49 through 54 and Limited Common Elements on that portion of the Property shown on the Plat as "Property Not Subject to Development Rights."

ARTICLE IV. Development rights reserved in the Declaration within that portion of the Property, shown on Plat No. 2010- 21, Anchorage Recording District, Third Judicial District, State of Alaska as "Development Rights Reserved" are hereby declared terminated. Limited Common Elements depicted on Schedule A-3 hereto are hereby assigned as appurtenant to the Units indicated. Those Limited Common Elements described in Article V and not otherwise depicted on Schedule A-3 hereto are hereby assigned to their appurtenant Units as applicable.

DECLARANT:

HULTQUIST HOMES, INC.

By: 

Matthew Michetti

Its: Vice President

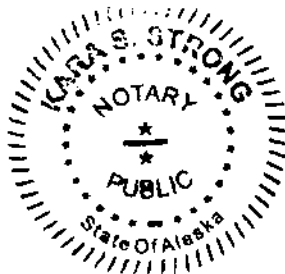
STATE OF ALASKA)

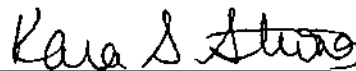
ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 12th day of April, 2010, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **MATTHEW MICHETTI, VICE PRESIDENT OF HULTQUIST HOMES, INC** who is personally known to me to be the signer of this instrument and he acknowledged that he signed it.

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





Notary Public in and for Alaska

My Commission Expires: 3-18-14

Place Notary Seal Above this line and do not encroach into 1" margin perimeters

AMENDMENT NO. 7 TO
DECLARATION OF WHISPERWOOD SQUARE
H4091\10\AMD7

Page 3



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2010-016824-0

APPROVAL OF LENDER

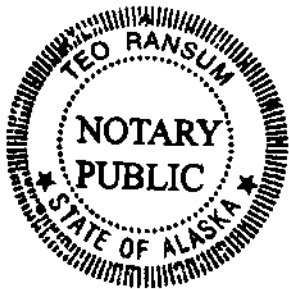
The undersigned, beneficiary under the following Deeds of Trust;

1. Deed of Trust recorded on the 24th day of November, 2008 under Serial Number 2008-064845-0, in the Anchorage Recording District, Third Judicial District, State of Alaska; and

2. Construction Deed of Trust recorded on the 27th day of July, 2009 under Serial Number 2009-049595-0;

approves the foregoing Amendment No. 7 to the Declaration of Whisperwood Square, and the undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under said Deeds of Trust, shall not render void or otherwise impair the validity of the Amendment No. 7 to the Declaration and the covenants running with the land described in the Declaration.

DATED this 9 day of April, 2010.



FIRST NATIONAL BANK ALASKA

By: _____

Stacy Tomuro

Its: _____

Vice President

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 9 day of April, 2010, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **STACY TOMURO**, to me known and known to me to be the **VICE PRESIDENT OF FIRST NATIONAL BANK ALASKA**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

AMENDMENT NO. 7 TO
DECLARATION OF WHISPERWOOD SQUARE
H4091\10\AMD7

Page 4



4 of 40
2010-016824-0

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



Sydney C. Haller

Notary Public in and for Alaska

My Commission Expires: 1/20/14

Place Notary Seal Above this line and do not encroach into the 1" margin perimeters.



DESCRIPTION OF COMMON INTEREST COMMUNITY

(Declaration Schedule A-1)

SCHEDULE A-1

DESCRIPTION OF COMMON INTEREST COMMUNITY

PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS

That portion of Lot 4, Block 2, WHISPERWOOD SUBDIVISION – PHASE 1, according to the official plat thereof, filed under Plat No. 2004-122 records of the Anchorage Recording District, State of Alaska, shown on the Plat as “Property Not Subject to Development Rights.”

PROPERTY SUBJECT TO DEVELOPMENT RIGHTS

That portion of Lot 4, Block 2, WHISPERWOOD SUBDIVISION – PHASE 1, according to the official plat thereof, filed under Plat No. 2004-122 records of the Anchorage Recording District, State of Alaska, shown on the Plat as “Development Rights Reserved.”

ENCUMBRANCES AFFECTING THE COMMON INTEREST COMMUNITY

1. Reservations and exceptions as contained in the U.S. Patent.
2. Taxes and assessments, if any, due the Municipality of Anchorage.
3. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 2nd day of August 1952 in Book 78, Page 56 (Blanket Easement).
4. Right of Way Easement, including terms and provisions thereof, granted to CITY OF ANCHORAGE., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 17th day of June, 1971 in Miscellaneous Book 203, Page 167 (Blanket Easement).



5. Notice of Zoning Action, including the terms and provisions thereof, recorded on the 12th day of January, 1002 in Book 3752, Page 265.
6. Reservation of all oil, gas and mineral rights together with the right to remove same below a distance of 250 feet below the surface without damaging or disturbing the surface or surface improvements as reserved in an instrument recorded on the 3rd day of December 2003, Instrument No. 2008-125834-0.
7. Sanitary Sewer Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded on the 24th day of February, 2004, under Instrument No. 2004-011706-0 and amended by instrument recorded on the 23rd day of May, 2005 under Instrument No. 2005-033821-0.
8. Water Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded on the 24th day of February, 2004, under Instrument No. 2004-011707-0 and amended by instrument recorded on the 23rd day of May, 2005 under Instrument No. 2005-033820-0.
9. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 2nd day of August 2004 under Instrument No. 2004-056939-0 (Affects the West 10 feet of said lot and other property).
10. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 4th day of November, 2004 under Instrument No. 2004-083707-0 (Affects the Southerly 10 feet of said lot and other property).
11. Easement for natural gas pipelines and appurtenances thereto granted to ENSTAR Natural Gas Company, a division of SEMCO Energy, Inc., recorded November 29, 2004, Instrument No. 2004-088557-0. (Affects: the South 5 feet of said Lot and other property)



12. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 4th day of August, 2008 under Instrument No. 2008-044440-0 (See instrument for easement area).

13. Easement for natural gas pipelines and appurtenances thereto granted to ENSTAR Natural Gas Company, a division of SEMCO Energy, Inc., recorded August 19, 2008, as Instrument No. 2008-047342-0. (Affects: Blanket easement as to said Lot)

14. Encroachment Permit, by and between Chugach Electric Association and Hultquist Homes, Inc., including the terms and provisions thereof, recorded on the 6th day of March, 2009, as Instrument No. 2009—13791, Anchorage Recording District, Third Judicial District, State of Alaska.

SCHEDULE A-2

TABLE OF INTERESTS

Building No. and Unit No. <u>Building</u> <u>No. 1</u>	Street Address	Percentage Share of Common Elements	Percentage Share of Common Elements	Vote in the Affairs of the Assoc.	Limited Common Element Parking Space* (P) Yard (Y) and Deck (D) Entry (E)
1	198 Matthew Paul Way	2.500%	2.500%	1	P-1A & P-1B/Y-1/D-1/E-1
2	196 Matthew Paul Way	2.500%	2.500%	1	P-2A/Y-2/D-2/E-2
3	194 Matthew Paul Way	2.500%	2.500%	1	P-3A & P-3B/Y-3/D-3/E-3
4	192 Matthew Paul Way	2.500%	2.500%	1	P-4A/Y-4/D-4/E-4
5	190 Matthew Paul Way	2.500%	2.500%	1	P-5A & P-5B/Y-5/D-5/E-5
6	188 Matthew Paul Way	2.500%	2.500%	1	P-6A/Y-6/D-6/E-6
<u>Building</u> <u>No. 2</u>					
7	186 Matthew Paul Way	2.500%	2.500%	1	P-7A & P-7B/Y-7/D-7/E-7
8	184 Matthew Paul Way	2.500%	2.500%	1	P-8A & P-8B/Y-8/D-8/E-8
9	182 Matthew Paul Way	2.500%	2.500%	1	P-9A & P-9B/Y-9/D-9/E-9
10	180 Matthew Paul Way	2.500%	2.500%	1	P-10A & P-10B/Y-10/D-10/E-10
11	178 Matthew Paul Way	2.500%	2.500%	1	P-11A & P-11B/Y-11/D-11/E-11
12	176 Matthew Paul Way	2.500%	2.500%	1	P-12A & P-12B/Y-12/D-12/E-12
<u>Building</u> <u>No. 3</u>					
13	174 Matthew Paul Way	2.500%	2.500%	1	P-13A & P-13B/Y-13/D-13/E-13
14	172 Matthew Paul Way	2.500%	2.500%	1	P-14A/Y-14/D-14/E-14
15	170 Matthew Paul Way	2.500%	2.500%	1	P-15A & P-15B/Y-15/D-15/E-15
16	168 Matthew Paul Way	2.500%	2.500%	1	P-16A/Y-16/D-16/E-16



**Building
No. 4**

17	173 Matthew Paul Way	2.500%	2.500%	1	P-17A & P-17B/Y-17/D-17/E-17
18	175 Matthew Paul Way	2.500%	2.500%	1	P-18A/Y-18/D-18/E-18
19	177 Matthew Paul Way	2.500%	2.500%	1	P-19A & P-19B/Y-19/D-19/E-19
20	179 Matthew Paul Way	2.500%	2.500%	1	P-20A/Y-20/D-20/E-20

**Building
No. 5**

21	161 Matthew Paul Way	2.500%	2.500%	1	P-21A & P-21B/Y-21/D-21/E-21
22	163 Matthew Paul Way	2.500%	2.500%	1	P-22A/Y-22/D-22/E-22
23	165 Matthew Paul Way	2.500%	2.500%	1	P-23A & P-23B/Y-23/D-23/E-23
24	167 Matthew Paul Way	2.500%	2.500%	1	P-24A/Y-24/D-24/E-24

**Building
No. 9**

39	115 Matthew Paul Way	2.500%	2.500%	1	P-39A & P-39B/Y-39/D-39/E-39
40	117 Matthew Paul Way	2.500%	2.500%	1	P-40A/Y-40/D-40/E-40
41	119 Matthew Paul Way	2.500%	2.500%	1	P-41A & P-41B/Y-41/D-41/E-41
42	121 Matthew Paul Way	2.500%	2.500%	1	P-42A/Y-42/D-42/E-42

**Building
No. 10**

43	125 Matthew Paul Way	2.500%	2.500%	1	P-43A & P-43B/Y-43/D-43/E-43
44	127 Matthew Paul Way	2.500%	2.500%	1	P-44A & P-44B/Y-44/D-44/E-44
45	129 Matthew Paul Way	2.500%	2.500%	1	P-45A & P-45B/Y-45/D-45/E-45
46	131 Matthew Paul Way	2.500%	2.500%	1	P-46A & P-46B/Y-46/D-46/E-46
47	133 Matthew Paul Way	2.500%	2.500%	1	P-47A & P-47B/Y-47/D-47/E-47
48	135 Matthew Paul Way	2.500%	2.500%	1	P-48A & P-48B/Y-48/D-48/E-48

**Building
No. 11**

49	139 Matthew Paul Way	2.500%	2.500%	1	P-49A & P-49B/Y-49/D-49/E-49
50	141 Matthew Paul Way	2.500%	2.500%	1	P-50A & P-50B/Y-50/D-50/E-50
51	143 Matthew Paul Way	2.500%	2.500%	1	P-51A & P-51B/Y-51/D-51/E-51
52	145 Matthew Paul Way	2.500%	2.500%	1	P-52A & P-52B/Y-52/D-52/E-52
53	147 Matthew Paul Way	2.500%	2.500%	1	P-53A & P-53B/Y-53/D-53/E-53
54	149 Matthew Paul Way	2.500%	2.500%	1	P-54A & P-54B/Y-54/D-54/E-54

TOTALS	100.00%	100.00%	40	
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PLAT AND PLANS
(Declaration Schedule A-3)

2010-21
2010-016823-0

ADDING UNITS 49 THROUGH 54
TO
WHISPERWOOD SQUARE
ANCHORAGE RECORDING DISTRICT

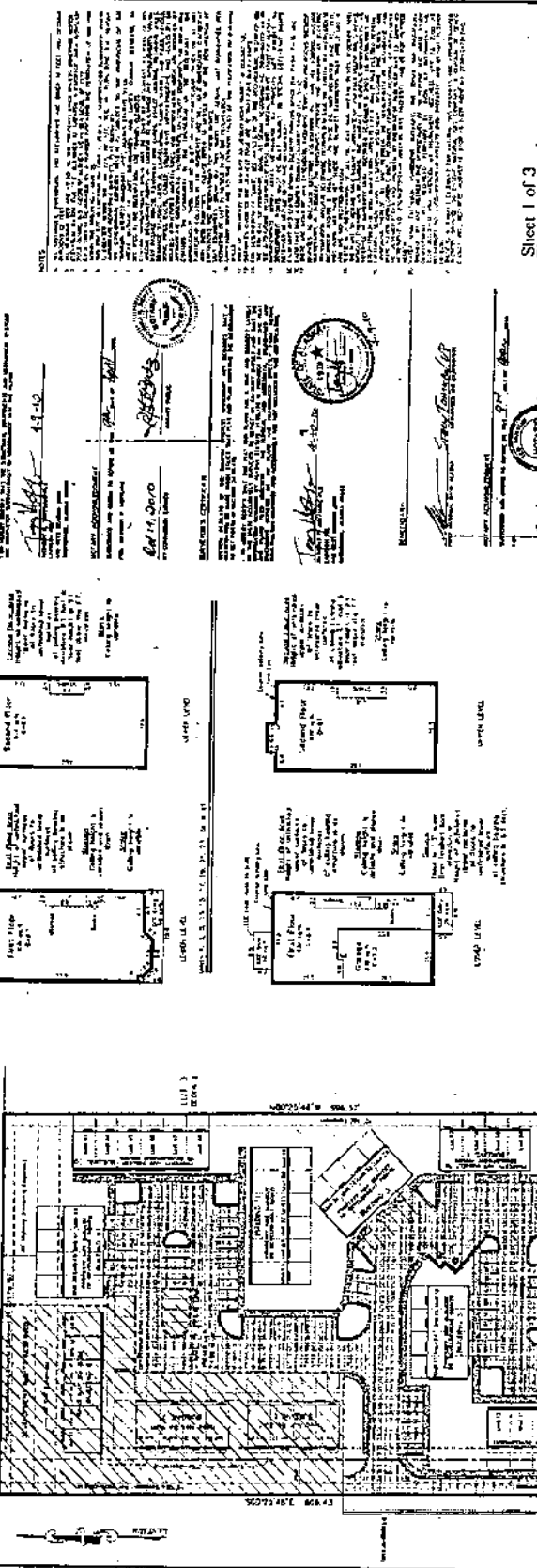


WHISPERWOOD SQUARE PHASE 8 A CONDOMINIUM PROJECT (UNITS 49-54)

NOTES:
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODES AND ALL APPLICABLE ORDINANCES.
2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES CONNECTIONS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRAFFIC CONTROL MEASURES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ENVIRONMENTAL PROTECTION MEASURES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HISTORIC PRESERVATION MEASURES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ARCHITECTURAL REVIEW MEASURES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LANDMARK REVIEW MEASURES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CULTURAL RESOURCE REVIEW MEASURES.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PALEONTOLOGICAL REVIEW MEASURES.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ARCHAEOLOGICAL REVIEW MEASURES.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HISTORIC ARCHITECTURE REVIEW MEASURES.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HISTORIC LANDSCAPE REVIEW MEASURES.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HISTORIC STRUCTURES REVIEW MEASURES.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HISTORIC DISTRICT REVIEW MEASURES.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HISTORIC MONUMENT REVIEW MEASURES.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HISTORIC SITE REVIEW MEASURES.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HISTORIC LAND REVIEW MEASURES.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HISTORIC BUILDING REVIEW MEASURES.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HISTORIC DISTRICT REVIEW MEASURES.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HISTORIC MONUMENT REVIEW MEASURES.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HISTORIC SITE REVIEW MEASURES.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HISTORIC LAND REVIEW MEASURES.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HISTORIC BUILDING REVIEW MEASURES.

UNIT DETAILS
UNIT 49
UNIT 50
UNIT 51
UNIT 52
UNIT 53
UNIT 54

UNIT 49
UNIT 50
UNIT 51
UNIT 52
UNIT 53
UNIT 54



Sheet 1 of 3

PHASE 8
ADDITIONAL UNITS 49 THROUGH 54

UNIT 49
UNIT 50
UNIT 51
UNIT 52
UNIT 53
UNIT 54

UNIT 49
UNIT 50
UNIT 51
UNIT 52
UNIT 53
UNIT 54

UNIT 49
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UNIT 52
UNIT 53
UNIT 54

Glenn Highway Corridor

Centerline Frontage Road (Boundary Avenue)

Section Line

S89°48'40"W 330.00'

10' Telecommunication and Electric Easement Per 203 Pg 167

30' Highway Screening Easement

DEVELOPMENT RIGHTS RESERVED

20' L&E Easement

Unit 33 Unit 34 Unit 35 Unit 36 Unit 37 Unit 38
Need Not Be Built
BUILDING 8

Unit 39 Unit 40 Unit 41 Unit 42
PROPERTY NOT SUBJECT
TO DEVELOPMENT RIGHTS
BUILDING 9

Unit 29 Unit 30 Unit 31 Unit 32
Need Not Be Built
BUILDING 7

Phase Line

Lot 4 Phase Line

100,000 sq ft
4,166 units

Unit 43 Unit 44 Unit 45 Unit 46 Unit 47 Unit 48
PROPERTY NOT SUBJECT
TO DEVELOPMENT RIGHTS
BUILDING 10

LOT 3
BLOCK 2

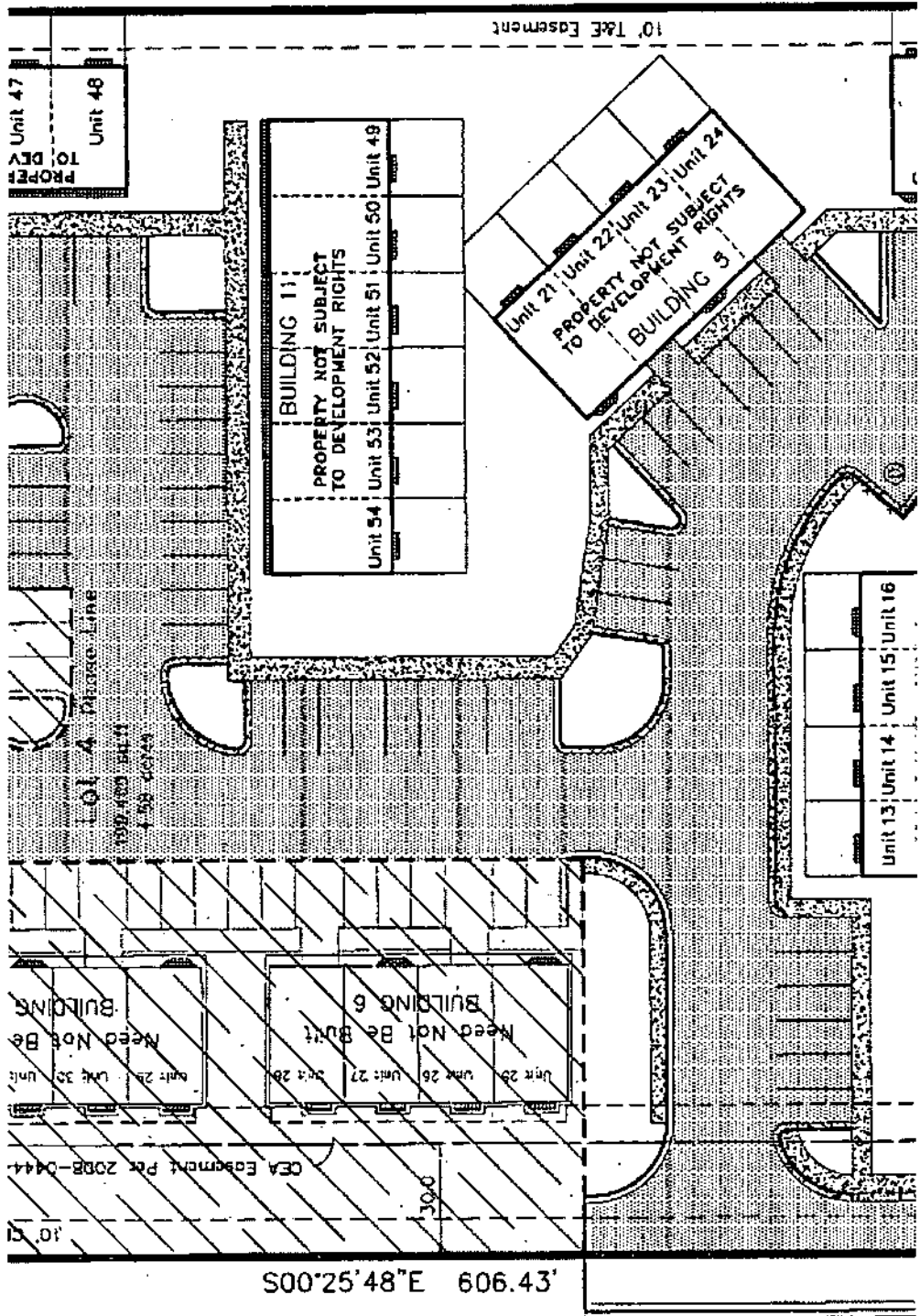


14 of 40

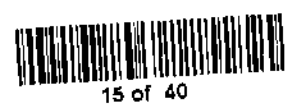
2010-016824-0

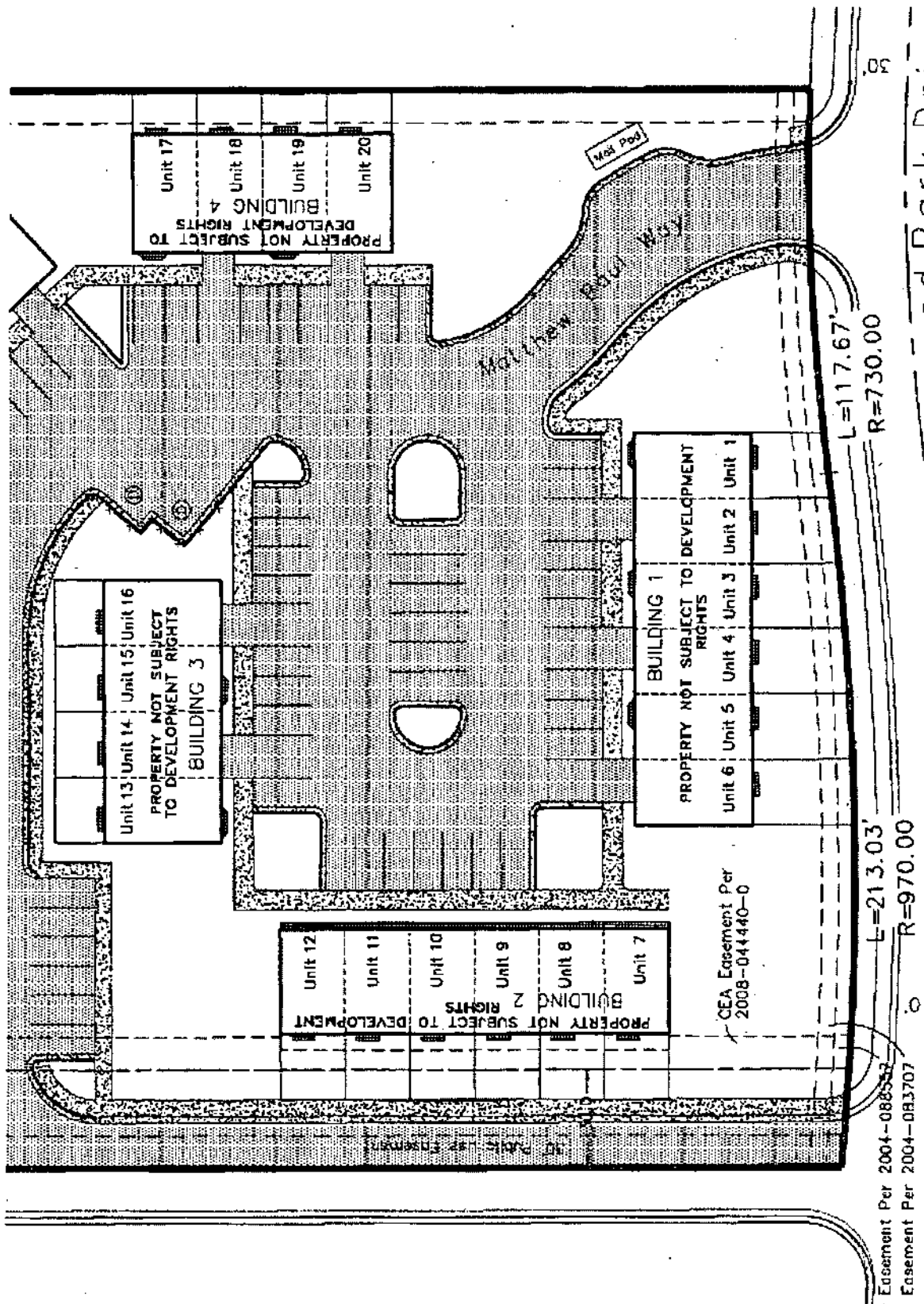
LOT 3
BLOCK 2

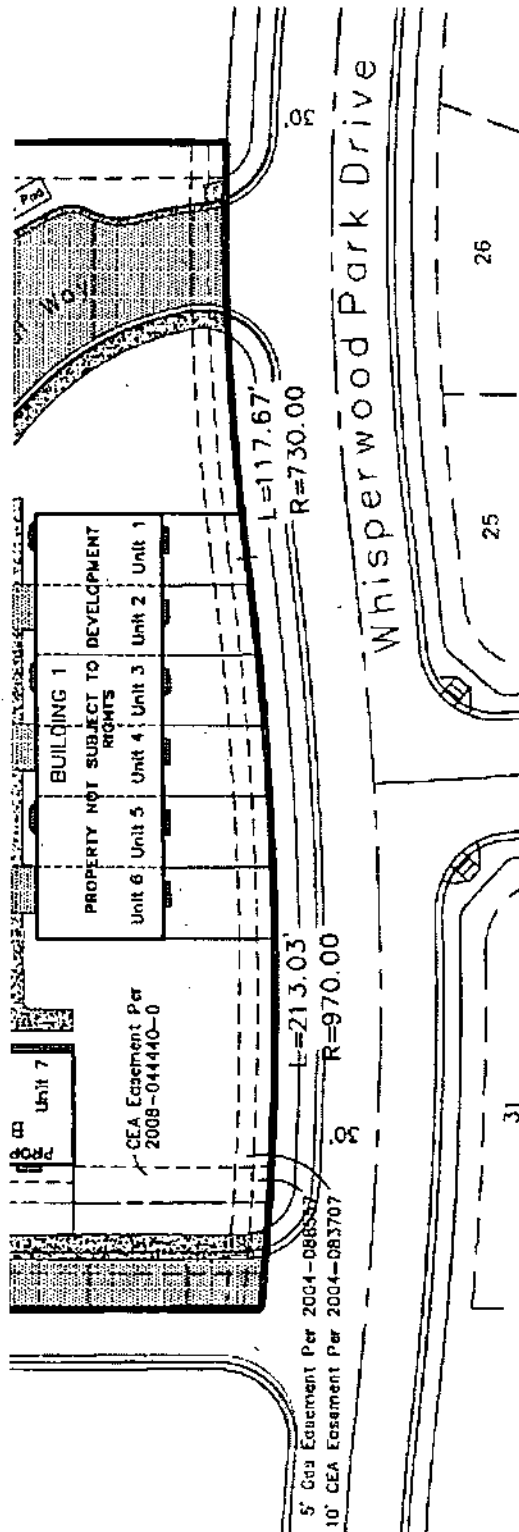
N00°25'48"W 596.37'



ed







Legend:

- Wood Deck
- Concrete
- Pavement
- Overhang
- Dumper Location
- Fence

Units Legend:

- Ceiling height
- Ceiling slope
- Ceiling slope line
- Limited Common Element

GRAPHIC SCALE

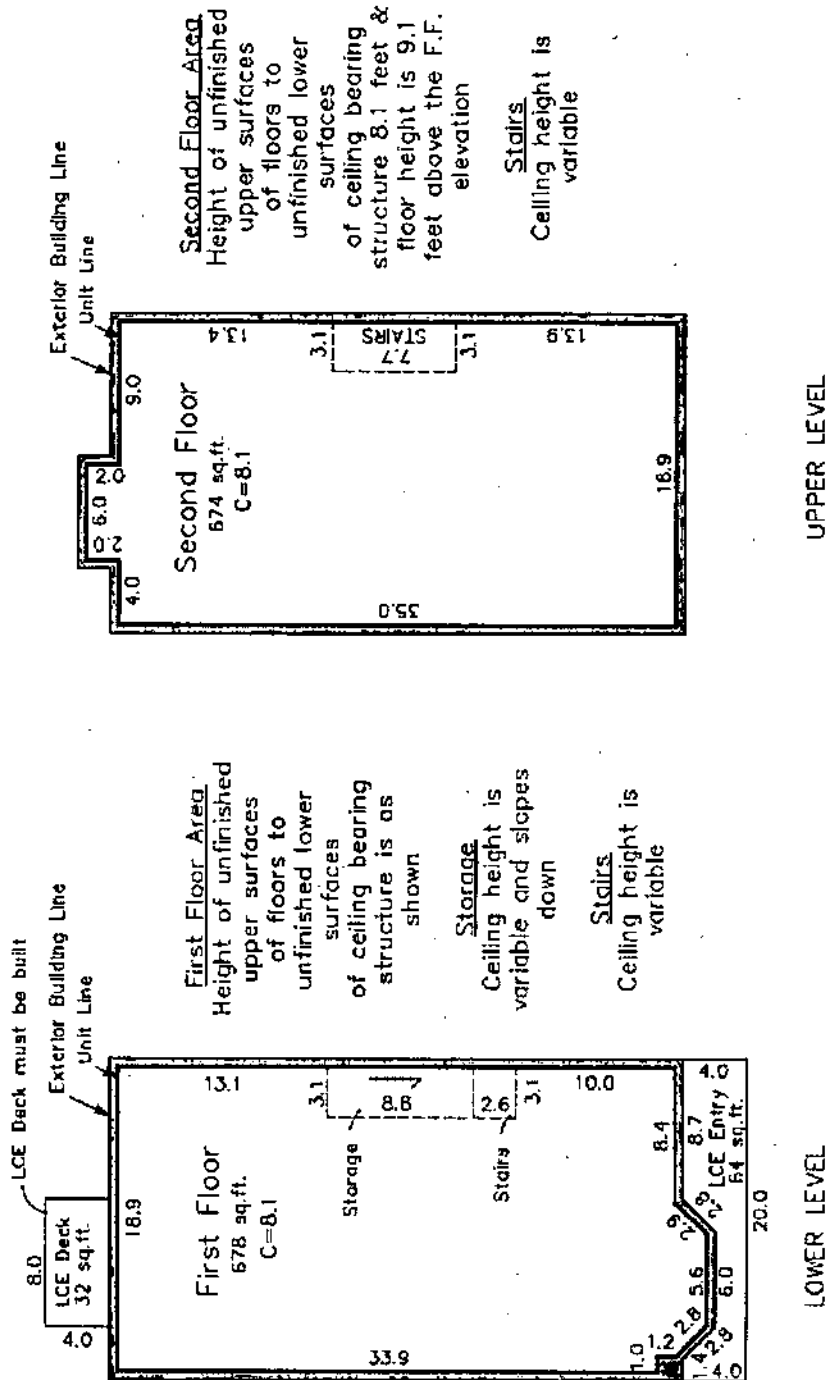


(IN FEET)
1 INCH = 40 FT.



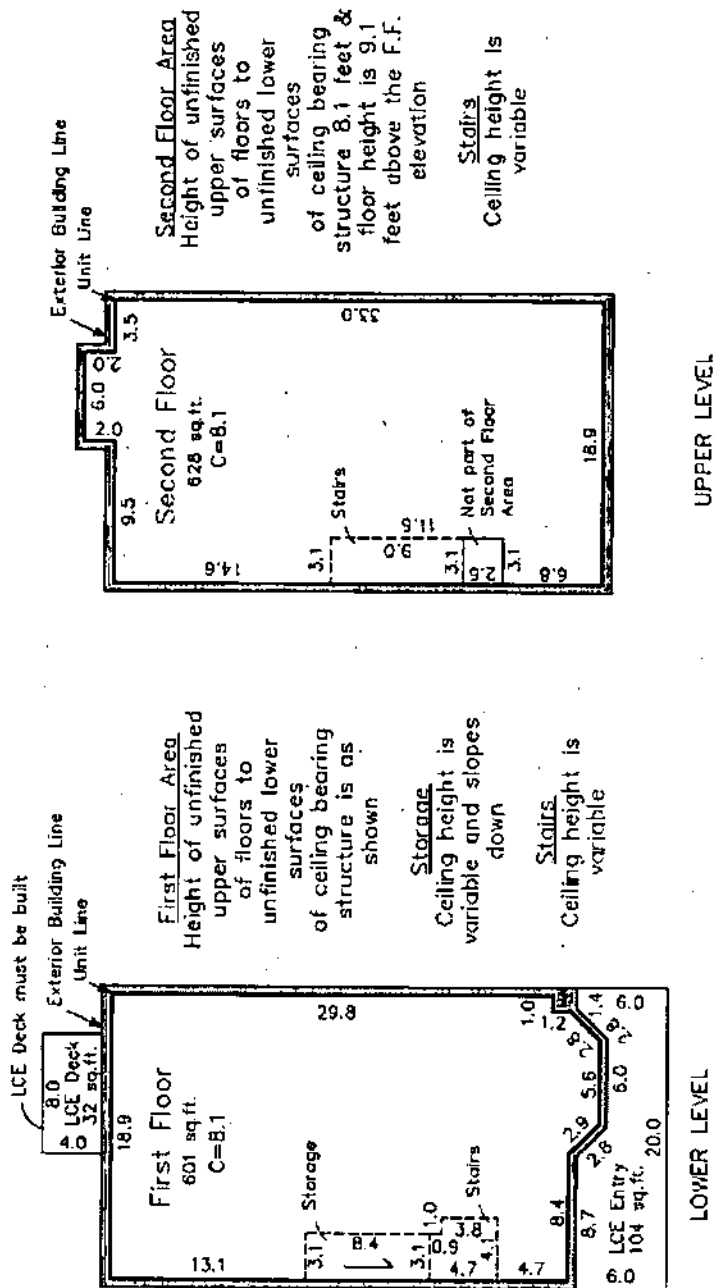
Unit Details

Scale: 1"=10'



Units 1, 3, 5, 13, 15, 17, 19, 21, 23, 39 & 41





WHISPERWOOD SQUARE
PHASE 8
A COMMON INTEREST COMMUNITY

NOTES:

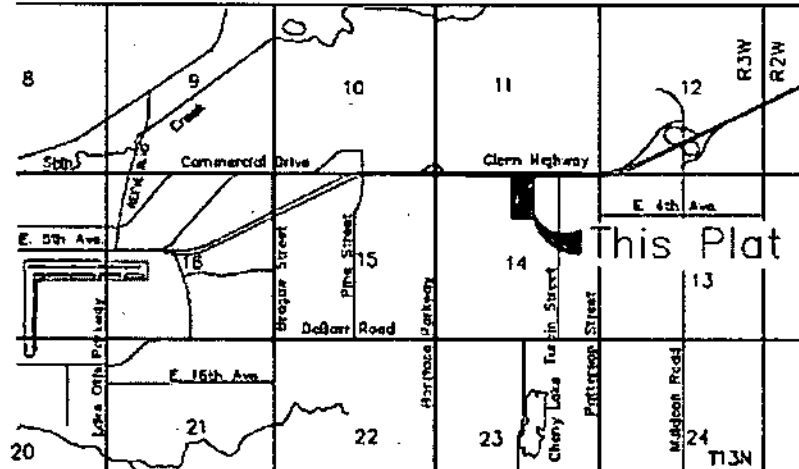
1. ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND DECIMAL PORTIONS OF FEET.
2. ALL BUILDING TIES ARE AT 90° TO THE PROPERTY LINES UNLESS OTHERWISE NOTED.
3. ELEVATION DATUM FOR THE BUILDINGS IS GREATER ANCHORAGE AREA BOROUGH, POST QUAKE, U.S. GEODETIC SURVEY, MEAN SEA LEVEL OF 1972.
4. EACH UNIT IS DESIGNATED BY A NUMBER INDICATING THE DESIGNATION OF THE UNIT WITHIN THE PROJECT (i.e. UNIT 2).
5. THIS PROJECT IS LOCATED ON LOTS 4, BLOCK 2, WHISPERWOOD SUBDIVISION PHASE 1, LOCATED WITHIN THE NW 1/4, NE 1/4, SEC. 14, T13N, R3W, S.W. ALASKA, ANCHORAGE RECORDING DISTRICT, PLAT 2004-122.
6. THE CONDOMINIUM DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE "COMMON INTEREST OWNERSHIP ACT", ALASKA STATUTE 34.08.
7. AREAS OUTSIDE OF UNIT BOUNDARIES AND LIMITED COMMON ELEMENTS, AS SPECIFIED IN THE DECLARATION, ARE COMMON ELEMENTS.
8. CERTAIN IMPROVEMENTS WHICH MAY BE BUILT BY DECLARANT AS PART OF ITS SPECIAL DECLARANT RIGHTS, IN ADDITION TO BUILDINGS AND IMPROVEMENTS SHOWN, MAY INCLUDE ROADS, PAVEMENT AND CURBS, STREET LIGHTING, RETAINING WALLS, DRAINAGE SYSTEMS, GRADING, LANDSCAPING, PLANTS, SHRUBS AND TREES, FENCES, SIGNS, PIPES, DUCTS, CABLES, UTILITY WAYS, INFRASTRUCTURE, AND ACCESSORY OR RELATED STRUCTURES AND FIXTURES AND IMPROVEMENTS WHICH ARE REQUIRED BY APPROPRIATE GOVERNMENTAL AUTHORITIES, OR UTILITY COMPANIES, OR WHICH WILL ENHANCE THE COMMUNITY IN THE DISCRETION OF THE DECLARANT. THE IMPROVEMENTS "NEED NOT BE BUILT" IN ANY PARTICULAR ORDER OR AT ANY PARTICULAR LOCATION IN THE PROPERTY AND WILL HAVE DIMENSIONS CONSISTENT WITH THEIR PURPOSES. PLEASE REFER TO ARTICLE VII OF THE DECLARATION OF LIMITATIONS AND RESERVATIONS FOR THESE RIGHTS.
9. UNIT BOUNDARIES SHOWN ON THIS SHEET ARE ACTUAL UNIT BOUNDARIES PER DEFINITION OF UNIT IN ARTICLE IV OF THE DECLARATION.
10. DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
11. AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 159,542 S.F.
12. DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e. 4' = 4.00')
13. FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED ON THE 9TH DAY OF FEBRUARY, 2009, AT SERIAL RECORDING NO. 2009-007721-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.



11. AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 159,542 S.F.
12. DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e. 4'=4.00')
13. FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED ON THE 9TH DAY OF FEBRUARY, 2009, AT SERIAL RECORDING NO. 2009-007721-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
14. IMPROVEMENTS WITHIN AREAS DESIGNATED AS PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS MUST BE BUILT SUBJECT TO SPECIAL DECLARANT RIGHTS RESERVED IN ARTICLE VII OF THE DECLARATION.
15. EACH UNIT HAS LIMITED COMMON ELEMENT PARKING SPACE (i.e. P-5A, P-5B etc).
16. EACH UNIT HAS A LIMITED COMMON ELEMENT YARD (i.e. Y-5).
17. THERE ARE RIGHT OF WAY EASEMENTS, INCLUDING TERMS AND PROVISIONS THEREOF, GRANTED TO CHUGACH ELECTRIC ASSOCIATION, INC. AND ITS ASSIGNS AND/OR SUCCESSORS IN INTEREST, TO CONSTRUCT, OPERATE AND MAINTAIN AN ELECTRIC TRANSMISSION AND/OR TELEPHONE DISTRIBUTION LINE OR SYSTEM BY INSTRUMENTS RECORDED AUGUST 2, 1952, BOOK 78 PAGE 56, AND RECORDED JUNE 17, 1971, MISC BOOK 203 PAGE 167. THESE ARE BLANKET EASEMENTS THAT AFFECT LOT 4, AND ARE NOT PLOTTED HEREON.
18. THERE IS A RESERVATION OF ALL OIL, GAS AND MINERAL RIGHTS TOGETHER WITH THE RIGHT TO REMOVE SAME BELOW A DISTANCE OF 250 FEET BELOW THE SURFACE WITHOUT DAMAGING OR DISTURBING THE SURFACE OR SURFACE IMPROVEMENTS, AS RESERVED IN WARRANTY DEED, RECORDED DECEMBER 3 2003, AS INSTRUMENT NO. 2003-125834-0. THIS RESERVATION AFFECTS LOT 4, AND IS NOT PLOTTED HEREON.
19. SANITARY SEWER MAIN EXTENSION AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, BY AND BETWEEN THE MUNICIPALITY OF ANCHORAGE AND WHITE RAVEN DEVELOPMENT, INC., RECORDED FEBRUARY 24, 2004, AS INSTRUMENT NO. 2004-011706-0 AND AMENDED BY INSTRUMENT RECORDED MAY 23, 2005 AS INSTRUMENT NO. 2005-033821-0 AFFECTS THIS PROPERTY, AND IS NOT PLOTTED HEREON.
20. WATER MAIN EXTENSION AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, BY AND BETWEEN THE MUNICIPALITY OF ANCHORAGE AND WHITE RAVEN DEVELOPMENT, INC., RECORDED FEBRUARY 24, 2004, AS INSTRUMENT NO. 2004-011707-0 AND AMENDED BY INSTRUMENT RECORDED MAY 23, 2005 AS INSTRUMENT NO. 2005-033820-0 AFFECTS THIS PROPERTY, AND IS NOT PLOTTED HEREON.
21. THERE IS A BLANKET EASEMENT FOR NATURAL GAS PIPELINES AND APPURTENANCES THERETO GRANTED TO ENSTAR NATURAL GAS COMPANY, A DIVISION OF SEMCO ENERGY, INC., RECORDED AUGUST 19, 2008 AS INSTRUMENT NO. 2008-047342-0.



Sheet 1 of 3



Vicinity Map Scale: 1" = 1 Mile

A CONDOMINIUM PLAT OF:

Whisperwood Square Condominiums

PHASE 8

ADDING UNITS 49 THROUGH 54

Located on:

Lot 4, Block 2, Whisperwood Subdivision Phase 1 (Plat Number 2004-122), Located Within the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 14, Township 13 North, Range 3 West, Seward Meridian, Anchorage Recording District, Alaska.

Lantech

LAND & CONSTRUCTION SURVEYORS*AUTOCAD
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)

PLANNERS
ENGINEERS
email: ma@lantechi.com

Grid: SW1239	Scale: 1"=40'	Date: April 8, 2010
Work Order: 2007M03	Drawn By: CB	Check By: TH



23 of 40
2010-016824-0

BENEFICIARY:

FIRST NATIONAL BANK ALASKA

STACY TOMURA/VP
AUTHORIZED SIGNER/POSITION

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 9TH DAY OF APRIL 2010.

FOR:

April 12, 2010



MY COMMISSION EXPIRES

NOTARY PUBLIC

OWNER'S CERTIFICATE

THE UNDERSIGNED, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOT 4, BLOCK 2, WHISPERWOOD SUBDIVISION PHASE 1 (PLAT 2004-122), LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA, ANCHORAGE RECORDING DISTRICT.

THE UNDERSIGNED AS DECLARANT UNDER THAT CERTAIN DECLARATION OF WHISPERWOOD SQUARE, RECORDED ON THE 9TH DAY OF FEBRUARY, 2009, AT SERIAL RECORDING NO. 2009-007721-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AS AMENDED BY AMENDMENT NO. 1 TO THE DECLARATION RECORDED ON THE 3RD DAY OF APRIL, 2009, AT SERIAL NO. 2009-021323-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 2 TO THE DECLARATION RECORDED ON THE 19TH DAY OF MAY 2009, AT SERIAL NO. 2009-033180-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 3 TO THE DECLARATION RECORDED ON THE 9TH DAY OF JUNE 2009, AT SERIAL NO. 2009-038442-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 4 TO THE DECLARATION RECORDED ON THE 10TH DAY OF AUGUST 2009, AT SERIAL NO. 2009-053155-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 5 TO THE DECLARATION RECORDED ON THE 17TH DAY OF SEPTEMBER, 2009, AT SERIAL NO. 2009-080583-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA AND AS AMENDED BY AMENDMENT NO. 6 TO THE DECLARATION RECORDED ON THE 22ND DAY OF JANUARY, 2010, AT SERIAL NO. 2010-003353-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, ("DECLARATION"). PURSUANT TO SECTION 34.08.100 OF THE ALASKA COMMON INTEREST OWNERSHIP ACT DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT THE CREATION OF THE UNITS AND COMMON ELEMENTS AS SHOWN HEREIN.

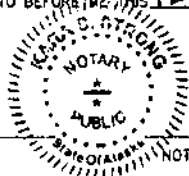
OWNER DAVID D. HULTQUIST
HULTQUIST HOMES INC.
360 EAST 100TH AVENUE
ANCHORAGE, AK. 99515

MATTHEW P. MICHAEL
VICE PRESIDENT

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 12TH DAY OF APRIL 2010.

FOR: DAVID D. HULTQUIST



3-18-14

MY COMMISSION EXPIRES

NOTARY PUBLIC



CERTIFICATE OF COMPLETION

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

I DO HEREBY CERTIFY THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS.

Anthony P. Hoffman 4-9-10
ANTHONY P. HOFFMAN-PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 9th DAY OF April 2010.
FOR: ANTHONY P. HOFFMAN

Oct 19, 2010
MY COMMISSION EXPIRES

Robert M. Benz
NOTARY PUBLIC



SURVEYOR'S CERTIFICATE

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

I DO HEREBY CERTIFY THAT THIS PLAT AND PLANS ARE A TRUE AND CORRECT LAYOUT OF THE UNITS ACCURATELY SURVEYED TO DEPICT AN AS-BUILT SURVEY AND THAT THE INFORMATION REQUIRED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THE PLAT AND PLANS FILED HERewith. THE VERTICAL AND HORIZONTAL BOUNDARIES AND DIMENSIONS, DEPICTED ON THE PLANS ARE REPRODUCED DIRECTLY FROM ACTUAL CONSTRUCTION DRAWINGS AND ACCORDINGLY ARE NOT INCLUDED IN THIS CERTIFICATION.

Anthony P. Hoffman 4-9-10
ANTHONY P. HOFFMAN, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

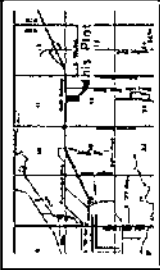


WHISPERWOOD SQUARE PHASE 8 A COMMON INTEREST COMMUNITY

UNIT Number	Phase Unit	Area Sq. Ft.	Total LSE Sq. Ft.
101	101	1,000	1,000
102	102	1,000	1,000
103	103	1,000	1,000
104	104	1,000	1,000
105	105	1,000	1,000
106	106	1,000	1,000
107	107	1,000	1,000
108	108	1,000	1,000
109	109	1,000	1,000
110	110	1,000	1,000
111	111	1,000	1,000
112	112	1,000	1,000
113	113	1,000	1,000
114	114	1,000	1,000
115	115	1,000	1,000
116	116	1,000	1,000
117	117	1,000	1,000
118	118	1,000	1,000
119	119	1,000	1,000
120	120	1,000	1,000
121	121	1,000	1,000
122	122	1,000	1,000
123	123	1,000	1,000
124	124	1,000	1,000
125	125	1,000	1,000
126	126	1,000	1,000
127	127	1,000	1,000
128	128	1,000	1,000
129	129	1,000	1,000
130	130	1,000	1,000
131	131	1,000	1,000
132	132	1,000	1,000
133	133	1,000	1,000
134	134	1,000	1,000
135	135	1,000	1,000
136	136	1,000	1,000
137	137	1,000	1,000
138	138	1,000	1,000
139	139	1,000	1,000
140	140	1,000	1,000
141	141	1,000	1,000
142	142	1,000	1,000
143	143	1,000	1,000
144	144	1,000	1,000
145	145	1,000	1,000
146	146	1,000	1,000
147	147	1,000	1,000
148	148	1,000	1,000
149	149	1,000	1,000
150	150	1,000	1,000

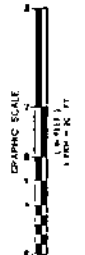
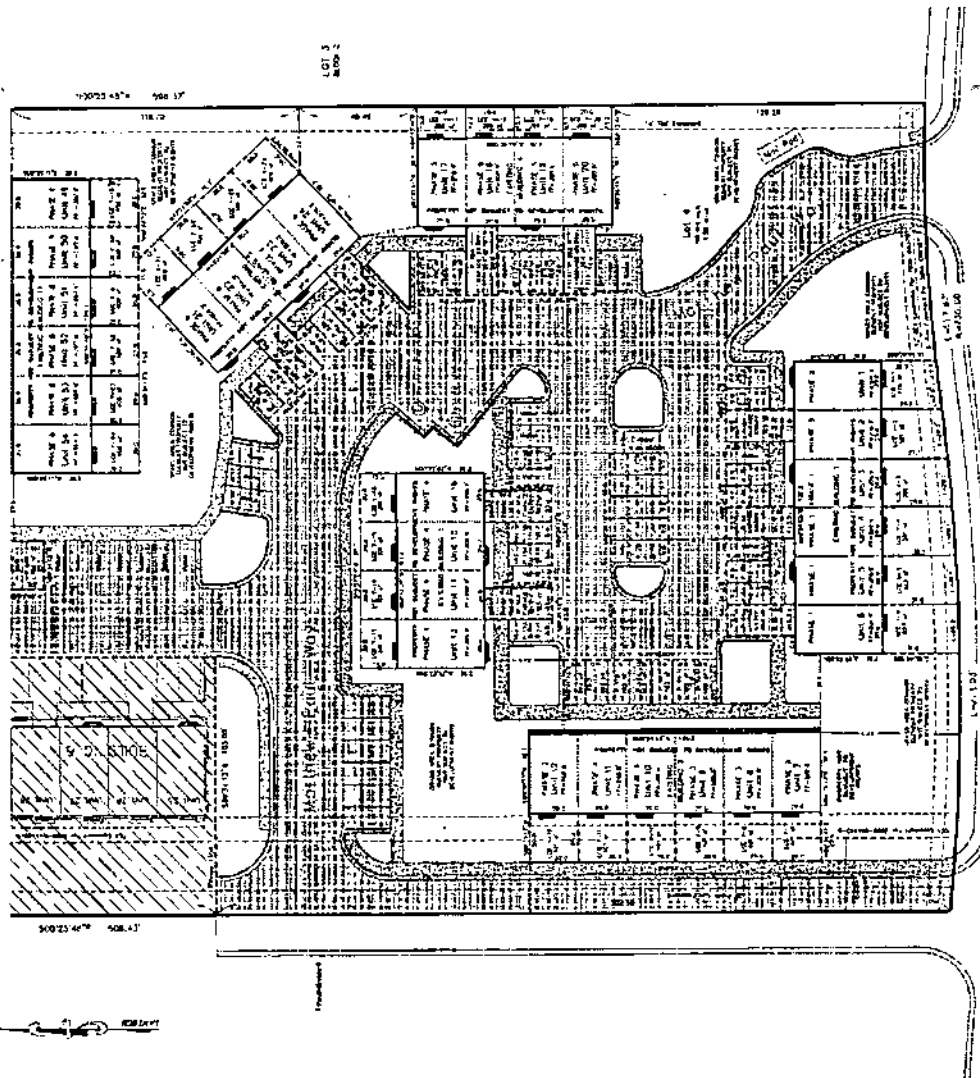
1. ALL UNITS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF HOUSTON, TEXAS, ORDINANCE 11.001, AS AMENDED, AND THE CITY OF HOUSTON, TEXAS, ORDINANCE 11.002, AS AMENDED.

Sheet 2 of 3



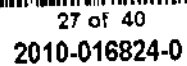
4. PROPOSED UNIT AT 07:
Whisperwood Square Condominiums
PHASE 8
ADDING UNITS 49 THROUGH 54

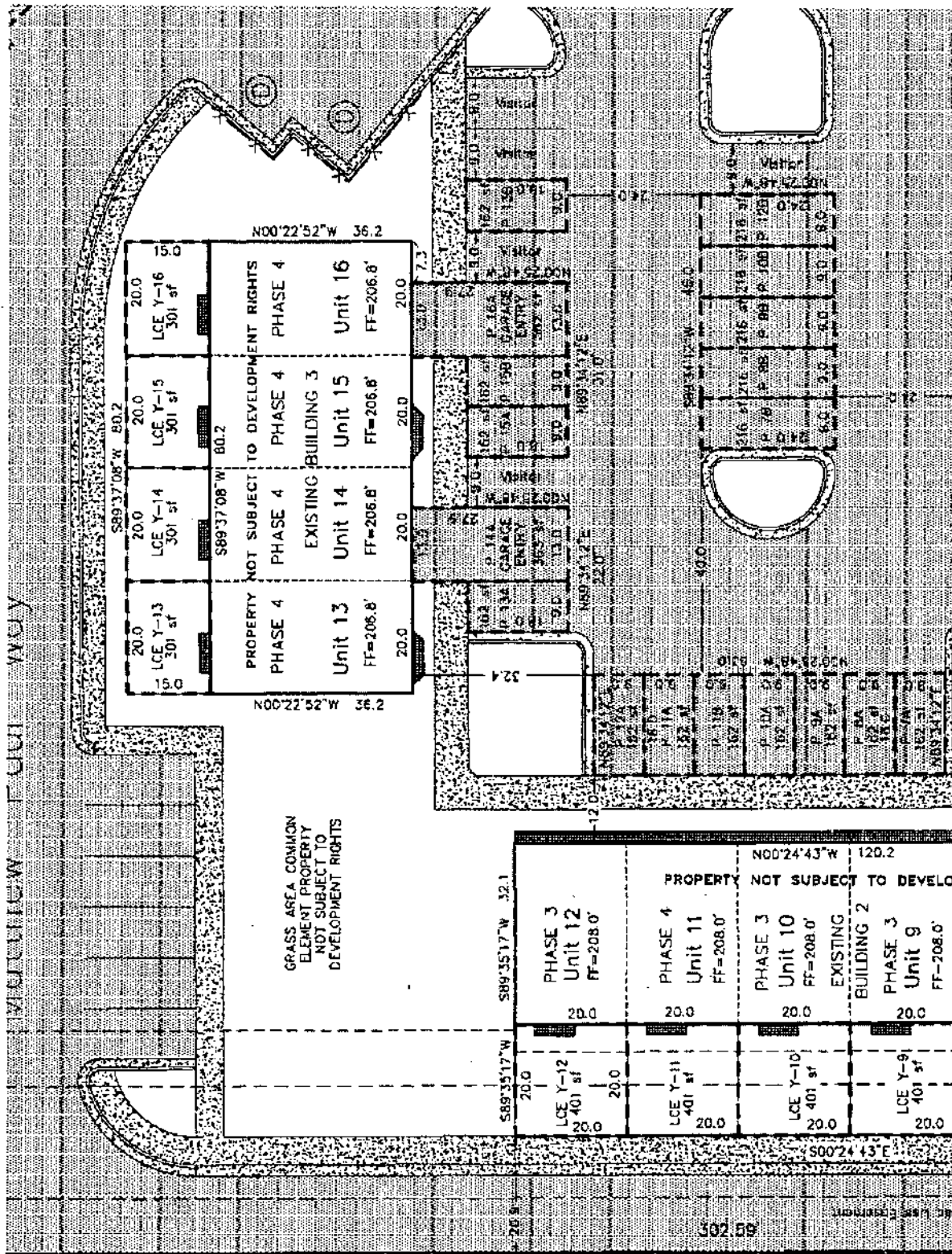
1. ALL UNITS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF HOUSTON, TEXAS, ORDINANCE 11.001, AS AMENDED, AND THE CITY OF HOUSTON, TEXAS, ORDINANCE 11.002, AS AMENDED.

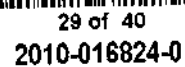
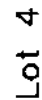


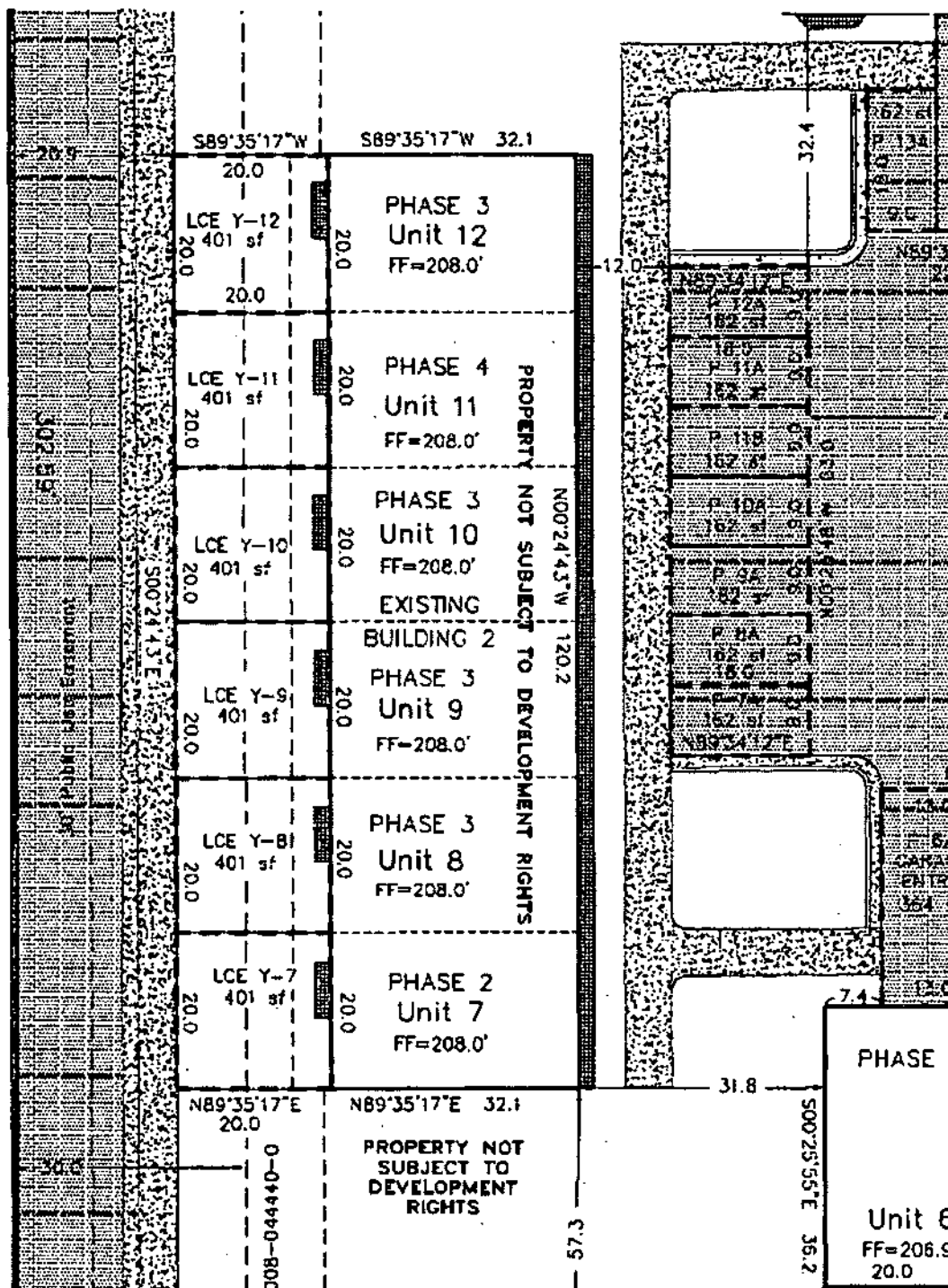
Whisperwood Park Drive











WHISPERWOOD SQUARE

PHASE 8

A COMMON INTEREST COMMUNITY

Unit Numbers	Finished Floor Elevations	Addresses	Total LCE Area *
UNIT 1	206.9'	198 Matthew Paul Way	863 s.f.
UNIT 2	206.9'	196 Matthew Paul Way	920 s.f.
UNIT 3	206.9'	194 Matthew Paul Way	948 s.f.
UNIT 4	206.9'	192 Matthew Paul Way	990 s.f.
UNIT 5	206.9'	190 Matthew Paul Way	1001 s.f.
UNIT 6	206.9'	188 Matthew Paul Way	1026 s.f.
UNIT 7	208.0'	186 Matthew Paul Way	883 s.f.
UNIT 8	208.0'	184 Matthew Paul Way	883 s.f.
UNIT 9	208.0'	182 Matthew Paul Way	883 s.f.
UNIT 10	208.0'	180 Matthew Paul Way	883 s.f.
UNIT 11	208.0'	178 Matthew Paul Way	829 s.f.
UNIT 12	208.0'	176 Matthew Paul Way	883 s.f.
UNIT 13	206.8'	174 Matthew Paul Way	689 s.f.
UNIT 14	206.8'	172 Matthew Paul Way	699 s.f.
UNIT 15	206.8'	170 Matthew Paul Way	689 s.f.
UNIT 16	206.8'	168 Matthew Paul Way	698 s.f.
UNIT 17	205.9'	173 Matthew Paul Way	690 s.f.
UNIT 18	205.9'	175 Matthew Paul Way	665 s.f.
UNIT 19	205.9'	177 Matthew Paul Way	654 s.f.
UNIT 20	205.9'	179 Matthew Paul Way	665 s.f.
UNIT 21	206.3'	161 Matthew Paul Way	756 s.f.
UNIT 22	206.3'	163 Matthew Paul Way	800 s.f.
UNIT 23	206.3'	165 Matthew Paul Way	789 s.f.
UNIT 24	206.3'	167 Matthew Paul Way	800 s.f.
UNIT 39	207.2'	115 Matthew Paul Way	879 s.f.
UNIT 40	207.2'	117 Matthew Paul Way	888 s.f.
UNIT 41	207.2'	119 Matthew Paul Way	876 s.f.
UNIT 42	207.2'	121 Matthew Paul Way	885 s.f.
UNIT 43	207.8'	125 Matthew Paul Way	782 s.f.
UNIT 44	207.8'	127 Matthew Paul Way	781 s.f.



UNIT 18	205.9'	175 Matthew Paul Way	665 s.f.
UNIT 19	205.9'	177 Matthew Paul Way	654 s.f.
UNIT 20	205.9'	179 Matthew Paul Way	665 s.f.
UNIT 21	206.3'	161 Matthew Paul Way	756 s.f.
UNIT 22	206.3'	163 Matthew Paul Way	800 s.f.
UNIT 23	206.3'	165 Matthew Paul Way	789 s.f.
UNIT 24	206.3'	167 Matthew Paul Way	800 s.f.
UNIT 39	207.2'	115 Matthew Paul Way	879 s.f.
UNIT 40	207.2'	117 Matthew Paul Way	888 s.f.
UNIT 41	207.2'	119 Matthew Paul Way	876 s.f.
UNIT 42	207.2'	121 Matthew Paul Way	885 s.f.
UNIT 43	207.8'	125 Matthew Paul Way	782 s.f.
UNIT 44	207.8'	127 Matthew Paul Way	781 s.f.
UNIT 45	207.8'	129 Matthew Paul Way	780 s.f.
UNIT 46	207.8'	131 Matthew Paul Way	780 s.f.
UNIT 47	207.8'	133 Matthew Paul Way	725 s.f.
UNIT 48	207.8'	135 Matthew Paul Way	724 s.f.
UNIT 49	207.9'	139 Matthew Paul Way	828 s.f.
UNIT 50	207.9'	141 Matthew Paul Way	828 s.f.
UNIT 51	207.9'	143 Matthew Paul Way	846 s.f.
UNIT 52	207.9'	145 Matthew Paul Way	846 s.f.
UNIT 53	207.9'	147 Matthew Paul Way	828 s.f.
UNIT 54	207.9'	149 Matthew Paul Way	828 s.f.

* TOTAL LCE AREA INCLUDES LCE PARKING, LCE YARD, AND LCE ENTRANCE OF THE UNIT. THE LCE REAR DECK IS INCLUDED IN THE LCE YARD AREA.



Legend:

-  Wood Deck
-  Concrete
-  Pavement
-  Overhang
-  Dumpster Location
-  Fence

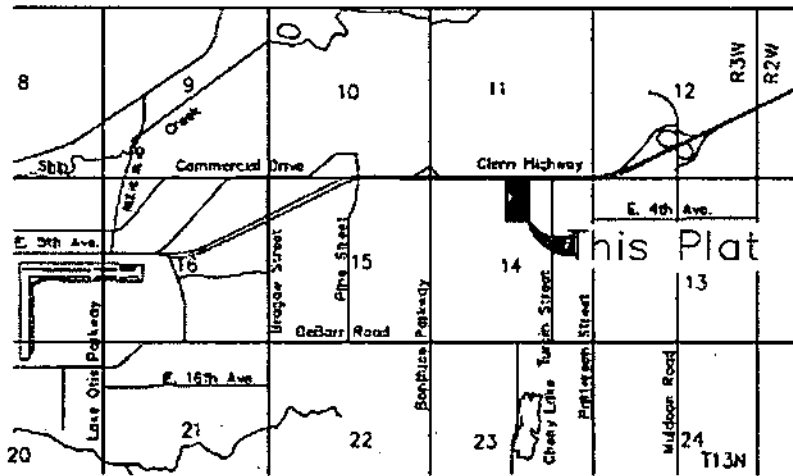
GRAPHIC SCALE



(IN FEET)
1 INCH = 20 FT.



Sheet 2 of 3



Vicinity Map Scale: 1" = 1 Mile

A CONDOMINIUM PLAT OF:

Whisperwood Square Condominiums

PHASE 8

ADDING UNITS 49 THROUGH 54

Located on:

Lot 4, Block 2, Whisperwood Subdivision Phase 1 (Plat Number 2004-122). Located Within the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 14, Township 13 North, Range 3 West, Seward Meridian, Anchorage Recording District, Alaska.

Lantech

LAND & CONSTRUCTION SURVEYORS • AUTOCAD
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)

PLANNERS
ENGINEERS
email: mail@lantechi.com

Grid: SW1239

Scale: 1"=20'

Date: April 8/2010

Work Order: 2007M03

Drawn By: CB

Check By: TH

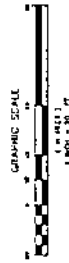
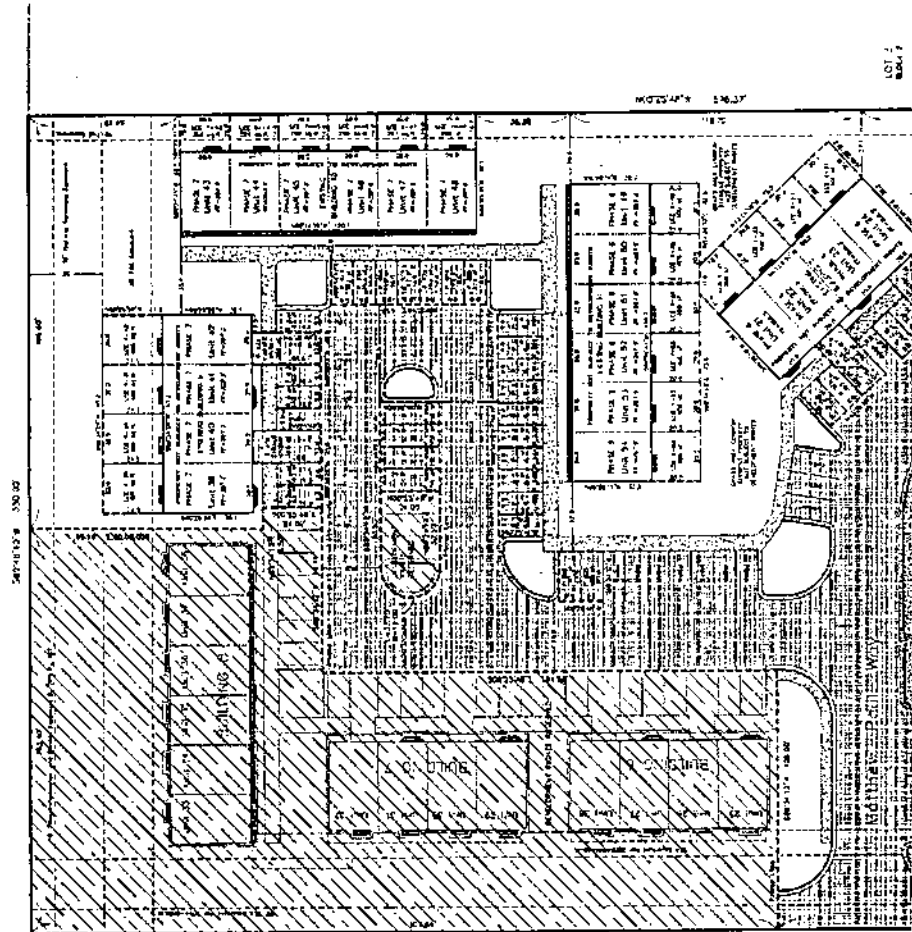


35 of 40
2010-016824-0

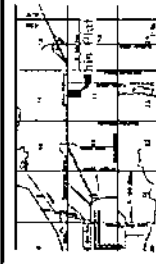
Glenn Highway Corridor

Centerline Frontage Road (Boundary Avenue)

WHISPERWOOD SQUARE
PHASE 8
A FORMER INTEREST COMMUNITY



Sheet 3 of 3



PHASE 8
WHISPERWOOD SQUARE CONDOMINIUMS
ADDING UNITS 49 THROUGH 54

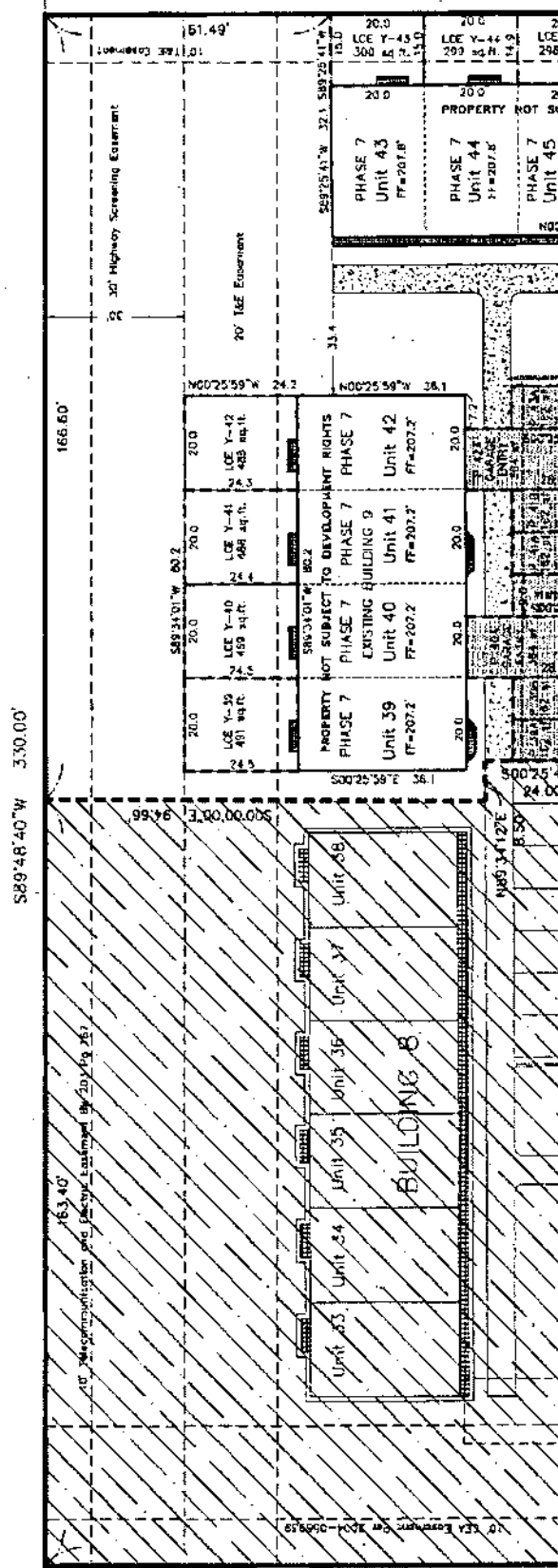
Prepared by: Lantech
10000 E. 10th Avenue, Suite 100
Denver, CO 80231
Phone: (303) 751-1000
Fax: (303) 751-1001
Email: info@lantech.com
Website: www.lantech.com

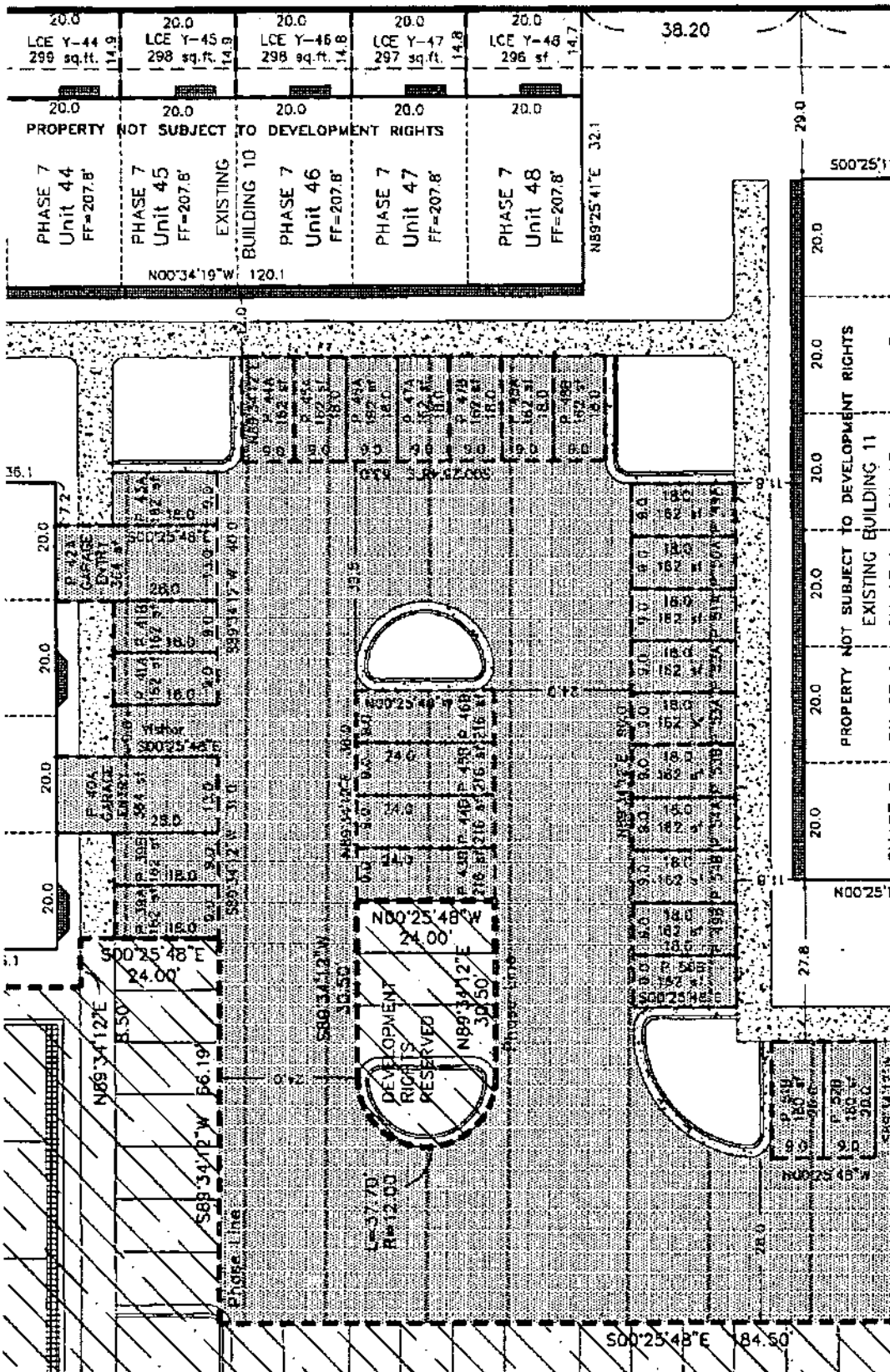
Lantech



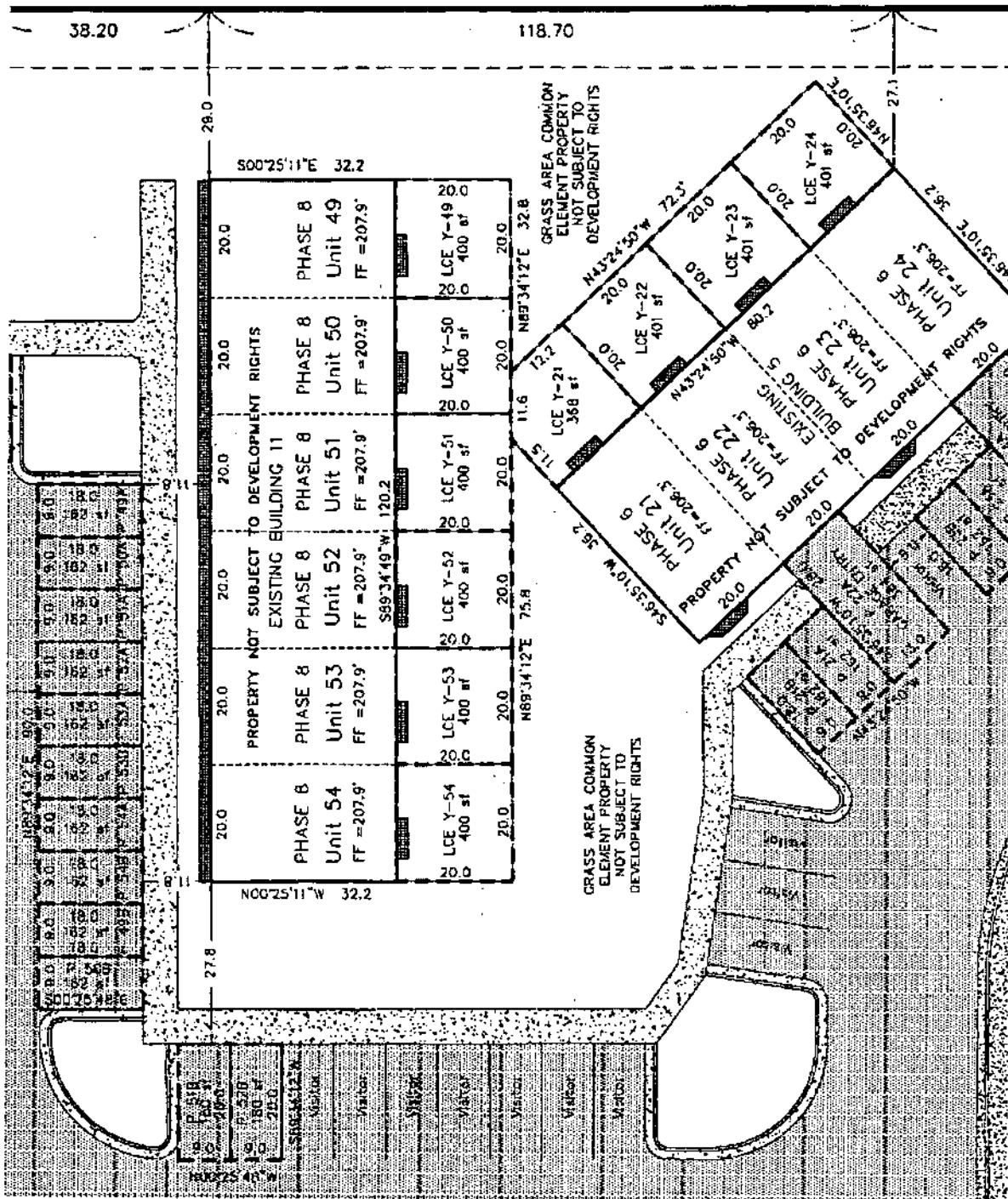
Glenn Highway Corridor

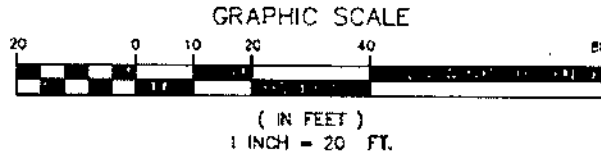
Centerline Frontage Road (Boundary Avenue)



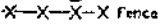


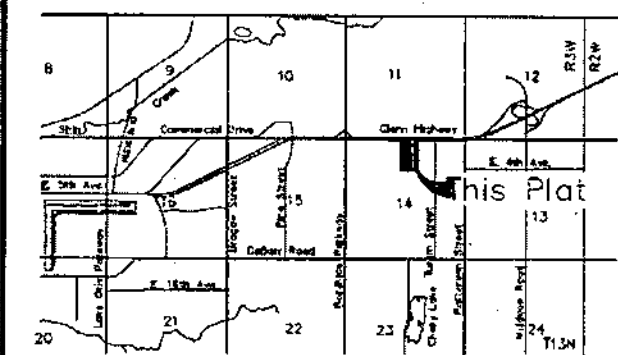
20.0 LCE Y-44 299 sq.ft. 14.9	20.0 LCE Y-45 298 sq.ft. 14.9	20.0 LCE Y-46 298 sq.ft. 14.8	20.0 LCE Y-47 297 sq.ft. 14.8	20.0 LCE Y-48 296 sq.ft. 14.7
20.0 PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS	20.0 PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS	20.0 PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS	20.0 PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS	20.0 PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS
PHASE 7 Unit 44 FF=207.8'	PHASE 7 Unit 45 FF=207.8'	PHASE 7 Unit 46 FF=207.8'	PHASE 7 Unit 47 FF=207.8'	PHASE 7 Unit 48 FF=207.8'
N00°34'19"W 120.1				





Sheet 3 of 3

- Legend:**
-  Wood Deck
 -  Concrete
 -  Pavement
 -  Overhang
 -  Dumpster Location
 -  Fence



Vicinity Map Scale: 1" = 1 Mile

A CONDOMINIUM PLAT OF:

Whisperwood Square Condominiums

PHASE 8

ADDING UNITS 49 THROUGH 54

Located on:

Lot 4, Block 2, Whisperwood Subdivision Phase 1 (Plat Number 2004-122). Located Within: the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 14, Township 13 North, Range 3 West, Seward Meridian, Anchorage Recording District, Alaska.

Lantech

LAND & CONSTRUCTION SURVEYORS • AUTOCAD
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
582-5291 (FAX 561-0628)

PLANNERS
ENGINEERS
email: me@lantech.com

Grid: SW1239

Scale: 1"=20'

Date: April 8/2010

Work Order: 2007M01

Drawn By: CB

Check By: TH



40 of 40
2010-016824-0

CC
A
L
A
S
K
A

2010-037107-0

Recording Dist: 301 - Anchorage

8/2/2010 2:13 PM Pages: 1 of 43



AMENDMENT NO. 8 TO DECLARATION

OF

WHISPERWOOD SQUARE

EXERCISING DEVELOPMENT RIGHTS

ADDING UNITS 29 THROUGH 32

AFTER RECORDATION RETURN TO:

James H. McCollum
Law Offices of James H. McCollum, LLC
510 L Street, Ste. 740
Anchorage, Alaska 99501

AMENDMENT NO. 8 TO
DECLARATION
OF
WHISPERWOOD SQUARE
EXERCISING DEVELOPMENT RIGHTS
ADDING UNITS 29 THROUGH 32

Hultquist Homes, Inc., an Alaska corporation, with an office at 351 E. 104th Avenue, Suite 100, Anchorage, Alaska 99515, "Declarant" under that certain Declaration for Whisperwood Square, recorded on the 9th day of February, 2009, at Serial No. 2009-007721-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 1 to the Declaration recorded on the 3rd day of April, 2009, at Serial No. 2009-021323-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 2 to the Declaration recorded on the 19th day of May, 2009, at Serial No. 2009-033180-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 3 to the Declaration recorded on the 9th day of June, 2009, at Serial No. 2009-038442-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 4 to the Declaration recorded on the 10th day of August, 2009, at Serial No. 2009-053155-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 5 to the Declaration recorded on the 17th day of September, 2009, at Serial No. 2009-060583-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 6 to the Declaration recorded on the 22nd day of January, 2010, at Serial No. 2010-003353-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 7 to the Declaration recorded on the 13th day of April, 2010, at Serial No. 2010-016824-0 in the Anchorage Recording District, Third Judicial District, State of Alaska ("Declaration") pursuant to Section 34.08.180 of the Alaska Uniform Common Interest Ownership Act, and pursuant to reservations of Development Rights reserved pursuant to Section 34.08.130(a) (8) of the Act and Article VII of the Declaration, does hereby amend the Declaration and does hereby declare:

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

ARTICLE II. Schedule A-2, Table of Interests, attached hereto, adding four (4) units being Units 29 through 32, together with their appurtenant Limited Common Elements, and interests is substituted for the current Schedule A-2 of the Declaration which is declared null and void.



50 ARTICLE III. Schedule A-3, Plat, attached hereto and filed under Plat No. 2010-50, supplements the current Schedule A-3 of the Declaration as filed under Plat No. 2010-21, by reflecting the addition Units 29 through 32 and Limited Common Elements on that portion of the Property shown on the Plat as "Property Not Subject to Development Rights."

ARTICLE IV. Development rights reserved in the Declaration within that portion of the Property, shown on Plat No. 2010-50, Anchorage Recording District, Third Judicial District, State of Alaska as "Development Rights Reserved" are hereby declared terminated. Limited Common Elements depicted on Schedule A-3 hereto are hereby assigned as appurtenant to the Units indicated. Those Limited Common Elements described in Article V and not otherwise depicted on Schedule A-3 hereto are hereby assigned to their appurtenant Units as applicable.

DECLARANT:

HULTQUIST HOMES, INC.

By: David Hultquist
David Hultquist
Its: President

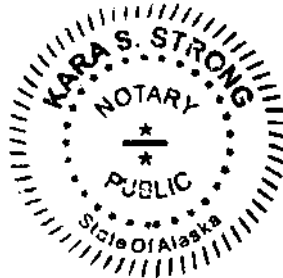
STATE OF ALASKA)

THIRD JUDICIAL DISTRICT)

ss.

THIS IS TO CERTIFY that on this 20th day of April, 2010, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **DAVID HULTQUIST, PRESIDENT OF HULTQUIST HOMES, INC** who is personally known to me to be the signer of this instrument and he acknowledged that he signed it.

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



Kara S Strong
Notary Public in and for Alaska
My Commission Expires: 3-18-14

Place Notary Seal Above this line and do not encroach into 1" margin perimeters

AMENDMENT NO. 8 TO
DECLARATION OF WHISPERWOOD SQUARE
H4091\10\AMD8

Page 3



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2010-037107-0

APPROVAL OF LENDER

The undersigned, beneficiary under the following Deeds of Trust;

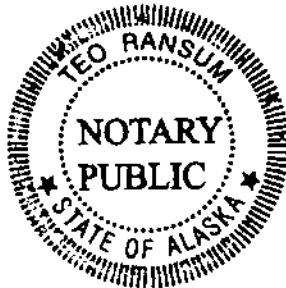
1. Deed of Trust recorded on the 24th day of November, 2008 under Serial Number 2008-064845-0, in the Anchorage Recording District, Third Judicial District, State of Alaska; and

2. Construction Deed of Trust recorded on the 27th day of July, 2009 under Serial Number 2009-049595-0;

approves the foregoing Amendment No. 8 to the Declaration of Whisperwood Square, and the undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under said Deeds of Trust, shall not render void or otherwise impair the validity of the Amendment No. 8 to the Declaration and the covenants running with the land described in the Declaration.

DATED this 21 day of April, 2010.

FIRST NATIONAL BANK ALASKA



By: _____

Stacy Tomuro

Its: _____

Vice President

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 21ST day of April, 2010, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **STACY TOMURO**, to me known and known to me to be the **VICE PRESIDENT OF FIRST NATIONAL BANK ALASKA**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

AMENDMENT NO. 8 TO
DECLARATION OF WHISPERWOOD SQUARE
H4091\10\AMD8

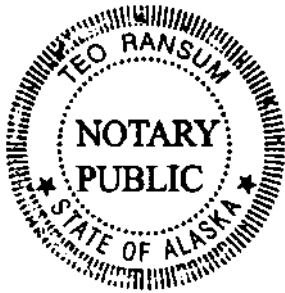
Page 4

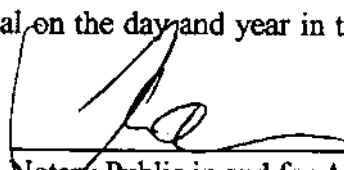


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2010-037107-0

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




Notary Public in and for Alaska

My Commission Expires: 4/14/2011

*Place Notary Seal Above this line and do not encroach
into the 1" margin perimeters.*



DESCRIPTION OF COMMON INTEREST COMMUNITY

(Declaration Schedule A-1)



SCHEDULE A-1

**DESCRIPTION OF
COMMON INTEREST COMMUNITY**

PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS

That portion of Lot 4, Block 2, WHISPERWOOD SUBDIVISION – PHASE 1, according to the official plat thereof, filed under Plat No. 2004-122 records of the Anchorage Recording District, State of Alaska, shown on the Plat as “Property Not Subject to Development Rights.”

PROPERTY SUBJECT TO DEVELOPMENT RIGHTS

That portion of Lot 4, Block 2, WHISPERWOOD SUBDIVISION – PHASE 1, according to the official plat thereof, filed under Plat No. 2004-122 records of the Anchorage Recording District, State of Alaska, shown on the Plat as “Development Rights Reserved.”

**ENCUMBRANCES AFFECTING THE
COMMON INTEREST COMMUNITY**

1. Reservations and exceptions as contained in the U.S. Patent.
2. Taxes and assessments, if any, due the Municipality of Anchorage.
3. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 2nd day of August 1952 in Book 78, Page 56 (Blanket Easement).
4. Right of Way Easement, including terms and provisions thereof, granted to CITY OF ANCHORAGE., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 17th day of June, 1971 in Miscellaneous Book 203, Page 167 (Blanket Easement).



5. Notice of Zoning Action, including the terms and provisions thereof, recorded on the 12th day of January, 1902 in Book 3752, Page 265.
6. Reservation of all oil, gas and mineral rights together with the right to remove same below a distance of 250 feet below the surface without damaging or disturbing the surface or surface improvements as reserved in an instrument recorded on the 3rd day of December 2003, Instrument No. 2008-125834-0.
7. Sanitary Sewer Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded on the 24th day of February, 2004, under Instrument No. 2004-011706-0 and amended by instrument recorded on the 23rd day of May, 2005 under Instrument No. 2005-033821-0.
8. Water Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded on the 24th day of February, 2004, under Instrument No. 2004-011707-0 and amended by instrument recorded on the 23rd day of May, 2005 under Instrument No. 2005-033820-0.
9. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 2nd day of August 2004 under Instrument No. 2004-056939-0 (Affects the West 10 feet of said lot and other property).
10. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 4th day of November, 2004 under Instrument No. 2004-083707-0 (Affects the Southerly 10 feet of said lot and other property).
11. Easement for natural gas pipelines and appurtenances thereto granted to ENSTAR Natural Gas Company, a division of SEMCO Energy, Inc., recorded November 29, 2004, Instrument No. 2004-088557-0. (Affects: the South 5 feet of said Lot and other property)



12. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 4th day of August, 2008 under Instrument No. 2008-044440-0 (See instrument for easement area).

13. Easement for natural gas pipelines and appurtenances thereto granted to ENSTAR Natural Gas Company, a division of SEMCO Energy, Inc., recorded August 19, 2008, as Instrument No. 2008-047342-0. (Affects: Blanket easement as to said Lot)

14. Encroachment Permit, by and between Chugach Electric Association and Hultquist Homes, Inc., including the terms and provisions thereof, recorded on the 6th day of March, 2009, as Instrument No. 2009—13791, Anchorage Recording District, Third Judicial District, State of Alaska.



SCHEDULE A-2

TABLE OF INTERESTS

Building No. and Unit No. <u>Building</u> <u>No. 1</u>	Street Address	Percentage Share of Common Elements	Percentage Share of Common Elements	Vote in the Affairs of the Assoc.	Limited Common Element Parking Space* (P) Yard (Y) and Deck (D) Entry (E)
1	198 Matthew Paul Way	2.272%	2.272%	1	P-1A & P-1B/Y-1/D-1/E-1
2	196 Matthew Paul Way	2.272%	2.272%	1	P-2A/Y-2/D-2/E-2
3	194 Matthew Paul Way	2.272%	2.272%	1	P-3A & P-3B/Y-3/D-3/E-3
4	192 Matthew Paul Way	2.272%	2.272%	1	P-4A/Y-4/D-4/E-4
5	190 Matthew Paul Way	2.272%	2.272%	1	P-5A & P-5B/Y-5/D-5/E-5
6	188 Matthew Paul Way	2.272%	2.272%	1	P-6A/Y-6/D-6/E-6
<u>Building</u> <u>No. 2</u>					
7	186 Matthew Paul Way	2.272%	2.272%	1	P-7A & P-7B/Y-7/D-7/E-7
8	184 Matthew Paul Way	2.272%	2.272%	1	P-8A & P-8B/Y-8/D-8/E-8
9	182 Matthew Paul Way	2.272%	2.272%	1	P-9A & P-9B/Y-9/D-9/E-9
10	180 Matthew Paul Way	2.272%	2.272%	1	P-10A & P-10B/Y-10/D-10/E-10
11	178 Matthew Paul Way	2.272%	2.272%	1	P-11A & P-11B/Y-11/D-11/E-11
12	176 Matthew Paul Way	2.272%	2.272%	1	P-12A & P-12B/Y-12/D-12/E-12
<u>Building</u> <u>No. 3</u>					
13	174 Matthew Paul Way	2.272%	2.272%	1	P-13A & P-13B/Y-13/D-13/E-13
14	172 Matthew Paul Way	2.272%	2.272%	1	P-14A/Y-14/D-14/E-14
15	170 Matthew Paul Way	2.272%	2.272%	1	P-15A & P-15B/Y-15/D-15/E-15
16	168 Matthew Paul Way	2.272%	2.272%	1	P-16A/Y-16/D-16/E-16



**Building
No. 4**

17	173 Matthew Paul Way	2.272%	2.272%	1	P-17A & P-17B/Y-17/D-17/E-17
18	175 Matthew Paul Way	2.272%	2.272%	1	P-18A/Y-18/D-18/E-18
19	177 Matthew Paul Way	2.272%	2.272%	1	P-19A & P-19B/Y-19/D-19/E-19
20	179 Matthew Paul Way	2.272%	2.272%	1	P-20A/Y-20/D-20/E-20

**Building
No. 5**

21	161 Matthew Paul Way	2.272%	2.272%	1	P-21A & P-21B/Y-21/D-21/E-21
22	163 Matthew Paul Way	2.272%	2.272%	1	P-22A/Y-22/D-22/E-22
23	165 Matthew Paul Way	2.272%	2.272%	1	P-23A & P-23B/Y-23/D-23/E-23
24	167 Matthew Paul Way	2.272%	2.272%	1	P-24A/Y-24/D-24/E-24

**Building
No. 7**

29	138 Matthew Paul Way	2.272%	2.272%	1	P-29A & P-29B/Y-29/D-29/E-29
30	136 Matthew Paul Way	2.272%	2.272%	1	P-30A/Y-30/D-30/E-30
31	134 Matthew Paul Way	2.272%	2.272%	1	P-31A & P-31B/Y-31/D-31/E-31
32	132 Matthew Paul Way	2.272%	2.272%	1	P-32A/Y-32/D-32/E-32

**Building
No. 9**

39	115 Matthew Paul Way	2.272%	2.272%	1	P-39A & P-39B/Y-39/D-39/E-39
40	117 Matthew Paul Way	2.272%	2.272%	1	P-40A/Y-40/D-40/E-40
41	119 Matthew Paul Way	2.272%	2.272%	1	P-41A & P-41B/Y-41/D-41/E-41
42	121 Matthew Paul Way	2.272%	2.272%	1	P-42A/Y-42/D-42/E-42

**Building
No. 10**

43	125 Matthew Paul Way	2.272%	2.272%	1	P-43A & P-43B/Y-43/D-43/E-43
44	127 Matthew Paul Way	2.272%	2.272%	1	P-44A & P-44B/Y-44/D-44/E-44
45	129 Matthew Paul Way	2.272%	2.272%	1	P-45A & P-45B/Y-45/D-45/E-45
46	131 Matthew Paul Way	2.272%	2.272%	1	P-46A & P-46B/Y-46/D-46/E-46
47	133 Matthew Paul Way	2.272%	2.272%	1	P-47A & P-47B/Y-47/D-47/E-47
48	135 Matthew Paul Way	2.272%	2.272%	1	P-48A & P-48B/Y-48/D-48/E-48



Building
No. 11

49	139 Matthew Paul Way	2.272%	2.272%	1	P-49A & P-49B/Y-49/D-49/E-49
50	141 Matthew Paul Way	2.272%	2.272%	1	P-50A & P-50B/Y-50/D-50/E-50
51	143 Matthew Paul Way	2.272%	2.272%	1	P-51A & P-51B/Y-51/D-51/E-51
52	145 Matthew Paul Way	2.272%	2.272%	1	P-52A & P-52B/Y-52/D-52/E-52
53	147 Matthew Paul Way	2.272%	2.272%	1	P-53A & P-53B/Y-53/D-53/E-53
54	149 Matthew Paul Way	2.272%	2.272%	1	P-54A & P-54B/Y-54/D-54/E-54
TOTALS		100.00%	100.00%	44	



PLAT AND PLANS

(Declaration Schedule A-3)

PLAT No. 2010-50

SERIAL No. 2010-037106-0

ADDING UNITS 29 THROUGH 32

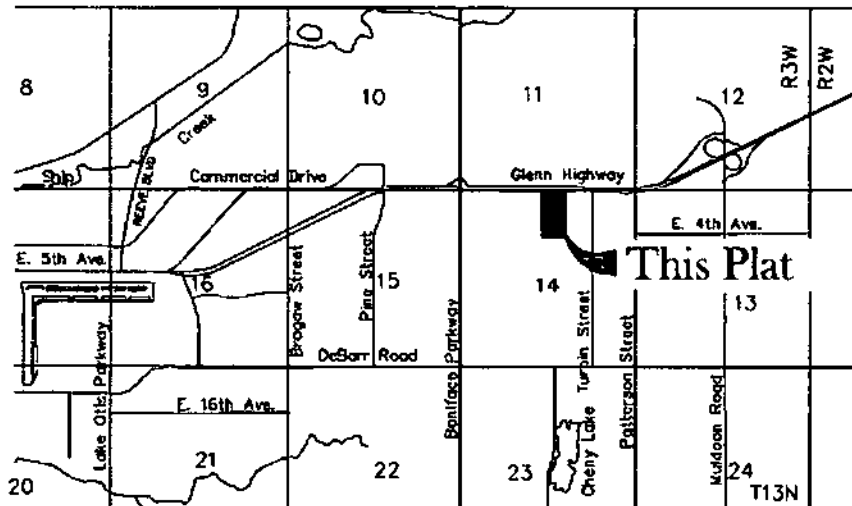
TO

WHISPERWOOD SQUARE

ANCHORAGE RECORDING DISTRICT



Sheet 1 of 3



Vicinity Map Scale: 1" = 1 Mile

A CONDOMINIUM PLAT OF:

Whisperwood Square Condominiums

PHASE 9

ADDING UNITS 29 THROUGH 32

Located on:

Lot 4, Block 2, Whisperwood Subdivision Phase 1 (Plat Number 2004-122), Located Within the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 14, Township 13 North, Range 3 West, Seward Meridian, Anchorage Recording District, Alaska.



LAND & CONSTRUCTION SURVEYORS*AUTOCAD
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)
PLANNERS
ENGINEERS
email: mail@lantechi.com

Grid: SW1239

Scale: 1"=40'

Date: July 22, 2010

Work Order: 2007M03

Drawn By: CB/JZ

Check By: TH



15 of 43

2010-037107-0

WHISPERWOOD SQUARE

PHASE 9

A COMMON INTEREST COMMUNITY

NOTES:

1. ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND DECIMAL PORTIONS OF FEET.
2. ALL BUILDING TIES ARE AT 90° TO THE PROPERTY LINES UNLESS OTHERWISE NOTED.
3. ELEVATION DATUM FOR THE BUILDINGS IS GREATER ANCHORAGE AREA BOROUGH, POST QUAKE, U.S. GEODETIC SURVEY, MEAN SEA LEVEL OF 1972.
4. EACH UNIT IS DESIGNATED BY A NUMBER INDICATING THE DESIGNATION OF THE UNIT WITHIN THE PROJECT(i.e. UNIT 2).
5. THIS PROJECT IS LOCATED ON LOTS 4, BLOCK 2, WHISPERWOOD SUBDIVISION PHASE 1, LOCATED WITHIN THE NW 1/4, NE 1/4, SEC. 14, T13N, R3W, S.M. ALASKA, ANCHORAGE RECORDING DISTRICT, PLAT 2004-122.
6. THE CONDOMINIUM DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE "COMMON INTEREST OWNERSHIP ACT", ALASKA STATUTE 34.08.
7. AREAS OUTSIDE OF UNIT BOUNDARIES AND LIMITED COMMON ELEMENTS, AS SPECIFIED IN THE DECLARATION, ARE COMMON ELEMENTS.
8. CERTAIN IMPROVEMENTS WHICH MAY BE BUILT BY DECLARANT AS PART OF ITS SPECIAL DECLARANT RIGHTS, IN ADDITION TO BUILDINGS AND IMPROVEMENTS SHOWN, MAY INCLUDE ROADS, PAVEMENT AND CURBS, STREET LIGHTING, RETAINING WALLS, DRAINAGE SYSTEMS, GRADING, LANDSCAPING, PLANTS, SHRUBS AND TREES, FENCES, SIGNS, PIPES, DUCTS, CABLES, UTILITY WAYS, INFRASTRUCTURE, AND ACCESSORY OR RELATED STRUCTURES AND FIXTURES AND IMPROVEMENTS WHICH ARE REQUIRED BY APPROPRIATE GOVERNMENTAL AUTHORITIES, OR UTILITY COMPANIES, OR WHICH WILL ENHANCE THE COMMUNITY IN THE DISCRETION OF THE DECLARANT. THE IMPROVEMENTS "NEED NOT BE BUILT" IN ANY PARTICULAR ORDER OR AT ANY PARTICULAR LOCATION IN THE PROPERTY AND WILL HAVE DIMENSIONS CONSISTENT WITH THEIR PURPOSES. PLEASE REFER TO ARTICLE VII OF THE DECLARATION OF LIMITATIONS AND RESERVATIONS FOR THESE RIGHTS.
9. UNIT BOUNDARIES SHOWN ON THIS SHEET ARE ACTUAL UNIT BOUNDARIES PER DEFINITION OF UNIT IN ARTICLE IV OF THE DECLARATION.
10. DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING



- DEFINITION OF UNIT IN ARTICLE IV OF THE DECLARATION.
10. DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
 11. AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 170.667 S.F.
 12. DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e. 4'=4.00')
 13. FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED ON THE 9TH DAY OF FEBRUARY, 2009, AT SERIAL RECORDING NO. 2009-007721-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
 14. IMPROVEMENTS WITHIN AREAS DESIGNATED AS PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS MUST BE BUILT SUBJECT TO SPECIAL DECLARANT RIGHTS RESERVED IN ARTICLE VII OF THE DECLARATION.
 15. EACH UNIT HAS LIMITED COMMON ELEMENT PARKING SPACE (i.e. P-5A, P-5B etc).
 16. EACH UNIT HAS A LIMITED COMMON ELEMENT YARD (i.e. Y-5).
 17. THERE ARE RIGHT OF WAY EASEMENTS, INCLUDING TERMS AND PROVISIONS THEREOF, GRANTED TO CHUGACH ELECTRIC ASSOCIATION, INC. AND ITS ASSIGNS AND/OR SUCCESSORS IN INTEREST, TO CONSTRUCT, OPERATE AND MAINTAIN AN ELECTRIC TRANSMISSION AND/OR TELEPHONE DISTRIBUTION LINE OR SYSTEM BY INSTRUMENTS RECORDED AUGUST 2, 1952, BOOK 78 PAGE 56, AND RECORDED JUNE 17, 1971, MISC BOOK 203 PAGE 167. THESE ARE BLANKET EASEMENTS THAT AFFECT LOT 4, AND ARE NOT PLOTTED HEREON.
 18. THERE IS A RESERVATION OF ALL OIL, GAS AND MINERAL RIGHTS TOGETHER WITH THE RIGHT TO REMOVE SAME BELOW A DISTANCE OF 250 FEET BELOW THE SURFACE WITHOUT DAMAGING OR DISTURBING THE SURFACE OR SURFACE IMPROVEMENTS, AS RESERVED IN WARRANTY DEED, RECORDED DECEMBER 3 2003, AS INSTRUMENT NO. 2003-125834-0. THIS RESERVATION AFFECTS LOT 4, AND IS NOT PLOTTED HEREON.
 19. SANITARY SEWER MAIN EXTENSION AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, BY AND BETWEEN THE MUNICIPALITY OF ANCHORAGE AND WHITE RAVEN DEVELOPMENT, INC., RECORDED FEBRUARY 24, 2004, AS INSTRUMENT NO. 2004-011706-0 AND AMENDED BY INSTRUMENT RECORDED MAY 23, 2005 AS INSTRUMENT NO. 2005-033821-0 AFFECTS THIS PROPERTY, AND IS NOT PLOTTED HEREON.
 20. WATER MAIN EXTENSION AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, BY AND BETWEEN THE MUNICIPALITY OF ANCHORAGE AND WHITE RAVEN DEVELOPMENT, INC. RECORDED FEBRUARY 24, 2004, AS INSTRUMENT NO. 2004-011707-0 AND AMENDED BY INSTRUMENT RECORDED MAY 23, 2005 AS INSTRUMENT NO. 2005-033820-0 AFFECTS THIS PROPERTY, AND IS NOT PLOTTED HEREON.
 21. THERE IS A BLANKET EASEMENT FOR NATURAL GAS PIPELINES AND APPURTENANCES THERETO GRANTED TO ENSTAR NATURAL GAS COMPANY, A DIVISION OF SEMCO ENERGY, INC., RECORDED AUGUST 19, 2008 AS INSTRUMENT NO. 2008-047342-0.



BENEFICIARY:

FIRST NATIONAL BANK ALASKA

AUTHORIZED SIGNER/POSITION

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 26th DAY OF JULY 2010.

FOR:

April 14, 2011

MY COMMISSION EXPIRES



NOTARY PUBLIC

OWNER'S CERTIFICATE

THE UNDERSIGNED, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOT 4, BLOCK 2, WHISPERWOOD SUBDIVISION PHASE 1 (PLAT 2004-122), LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA, ANCHORAGE RECORDING DISTRICT.

THE UNDERSIGNED AS DECLARANT UNDER THAT CERTAIN DECLARATION OF WHISPERWOOD SQUARE, RECORDED ON THE 9TH DAY OF FEBRUARY, 2009, AT SERIAL RECORDING NO. 2009-007721-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AS AMENDED BY AMENDMENT NO. 1 TO THE DECLARATION RECORDED ON THE 3RD DAY OF APRIL, 2009, AT SERIAL NO. 2009-021323-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 2 TO THE DECLARATION RECORDED ON THE 19TH DAY OF MAY 2009, AT SERIAL NO. 2009-033180-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 3 TO THE DECLARATION RECORDED ON THE 9TH DAY OF JUNE 2009, AT SERIAL NO. 2009-038442-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 4 TO THE DECLARATION RECORDED ON THE 10TH DAY OF AUGUST 2009, AT SERIAL NO. 2009-053155-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 5 TO THE DECLARATION RECORDED ON THE 17TH DAY OF SEPTEMBER, 2009, AT SERIAL NO. 2009-060583-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA AND AS AMENDED BY AMENDMENT NO. 6 TO THE DECLARATION RECORDED ON THE 22ND DAY OF JANUARY, 2010, AT SERIAL NO. 2010-003353-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA AND AS AMENDED BY AMENDMENT NO. 7 TO THE DECLARATION RECORDED ON THE 13TH DAY OF APRIL, 2010, AT SERIAL NO. 2010-016824-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA ("DECLARATION"). PURSUANT TO SECTION 34.08.100 OF THE ALASKA COMMON INTEREST OWNERSHIP ACT DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT THE CREATION OF THE UNITS AND COMMON ELEMENTS AS SHOWN HEREIN.

OWNER: MATTHEW P. MICHELL, VICE PRESIDENT
MULTIQUIST HOMES INC.
360 EAST 100TH AVENUE
ANCHORAGE, AK. 99515

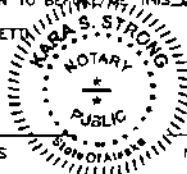
NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 27th DAY OF JULY 2010.

FOR: MATTHEW P. MICHELL

3-13-14

MY COMMISSION EXPIRES



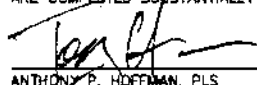
NOTARY PUBLIC



CERTIFICATE OF COMPLETION

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

I DO HEREBY CERTIFY THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS.


ANTHONY P. HOFFMAN, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

7-23-16

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 23 DAY OF July, 2010.
FOR: ANTHONY P. HOFFMAN

May 7, 2014
MY COMMISSION EXPIRES


NOTARY PUBLIC

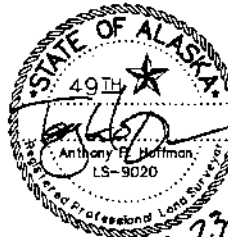
TINA BROWN
Notary Public, State of Alaska
Commission # 116401
My Commission Expires
May 07, 2014

SURVEYOR'S CERTIFICATE

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

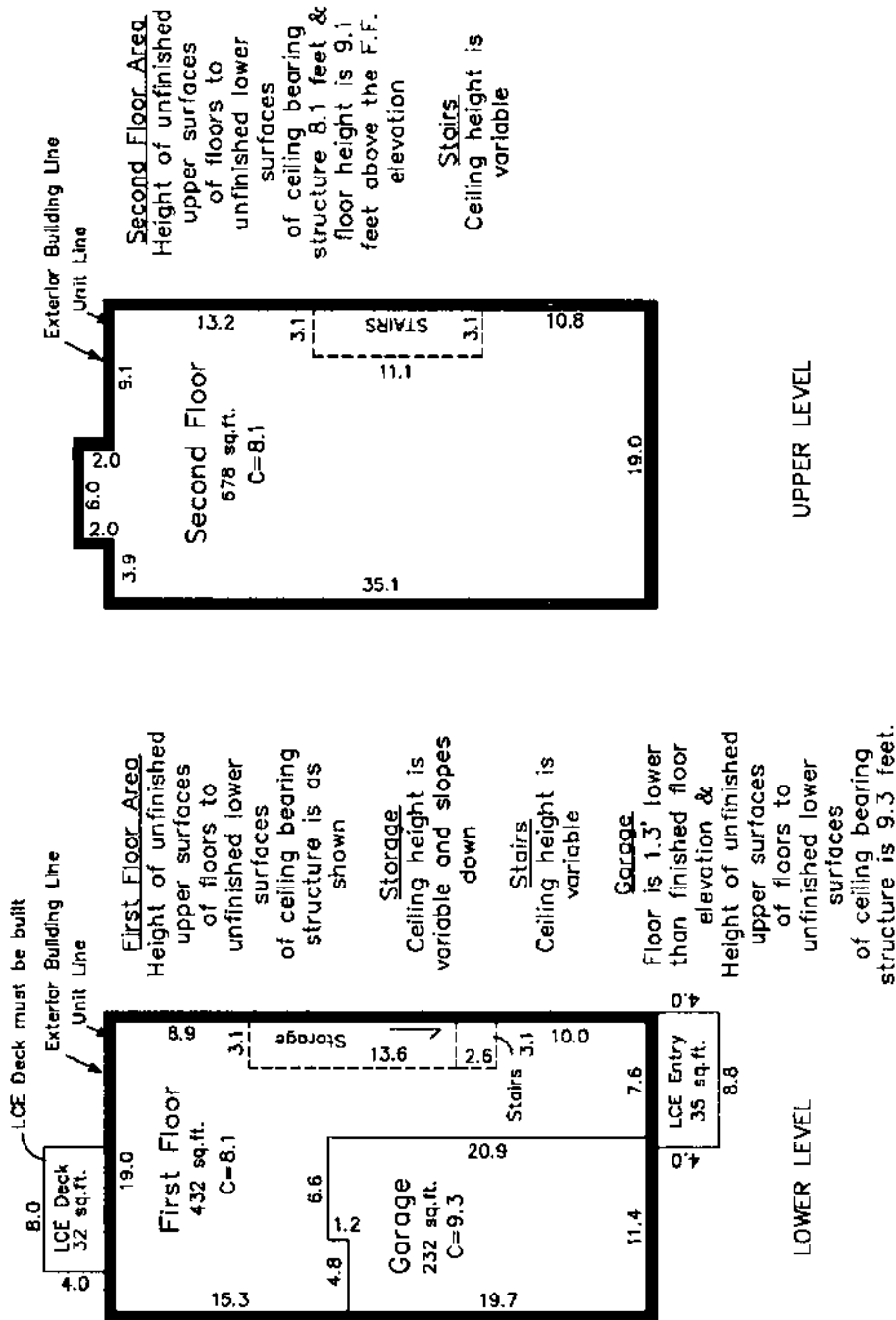
I DO HEREBY CERTIFY THAT THIS PLAT AND PLANS ARE A TRUE AND CORRECT LAYOUT OF THE UNITS ACCURATELY SURVEYED TO DEPICT AN AS-BUILT SURVEY AND THAT THE INFORMATION REQUIRED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THE PLAT AND PLANS FILED HERewith. THE VERTICAL AND HORIZONTAL BOUNDARIES AND DIMENSIONS DEPICTED ON THE PLANS ARE REPRODUCED DIRECTLY FROM ACTUAL CONSTRUCTION DRAWINGS AND ACCORDINGLY ARE NOT INCLUDED IN THIS CERTIFICATION.


ANTHONY P. HOFFMAN, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503



7-23-16

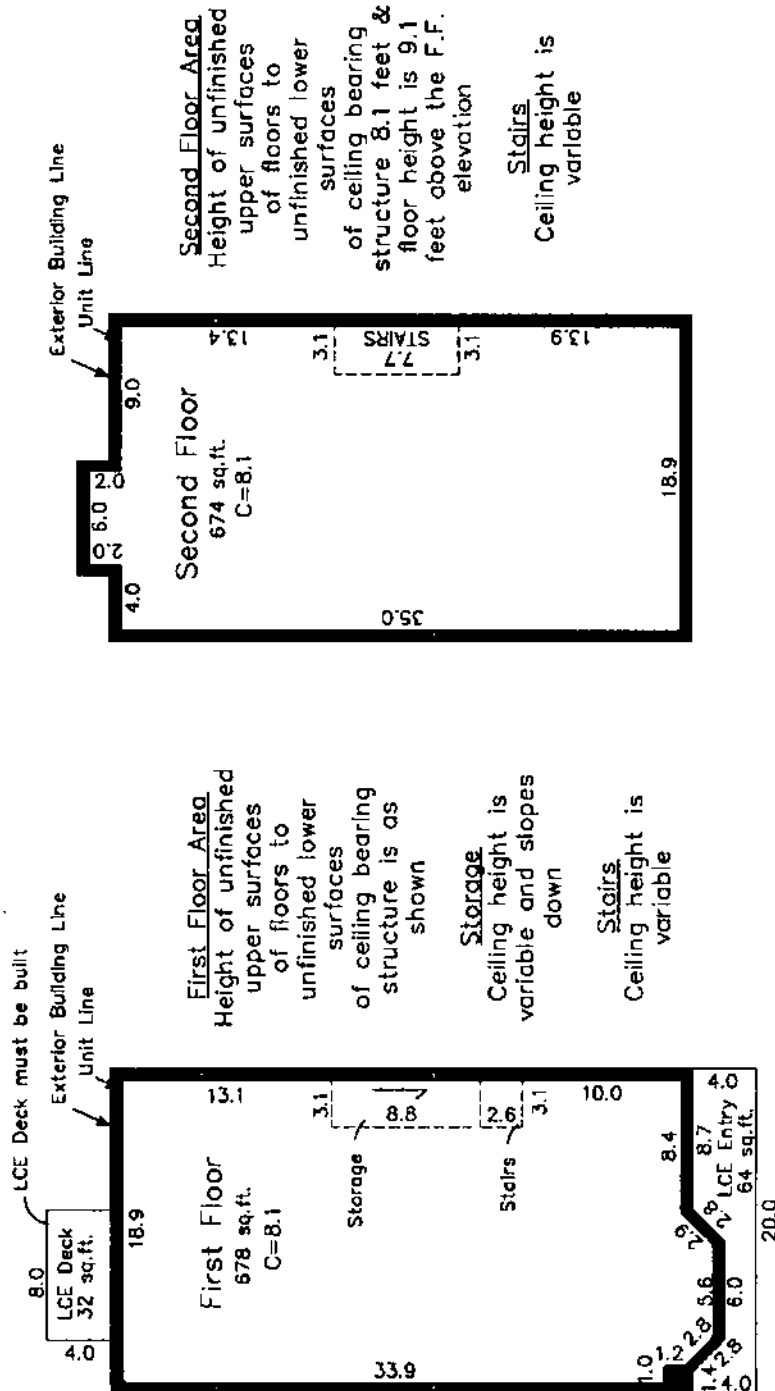




Units 2, 4, 6, 14, 16, 18, 20, 22, 24, 30, 32, 40 & 42

Unit Details

Scale: 1"=10'



UPPER LEVEL

LOWER LEVEL

Units 1, 3, 5, 13, 15, 17, 19, 21, 23, 29, 31, 39 & 41

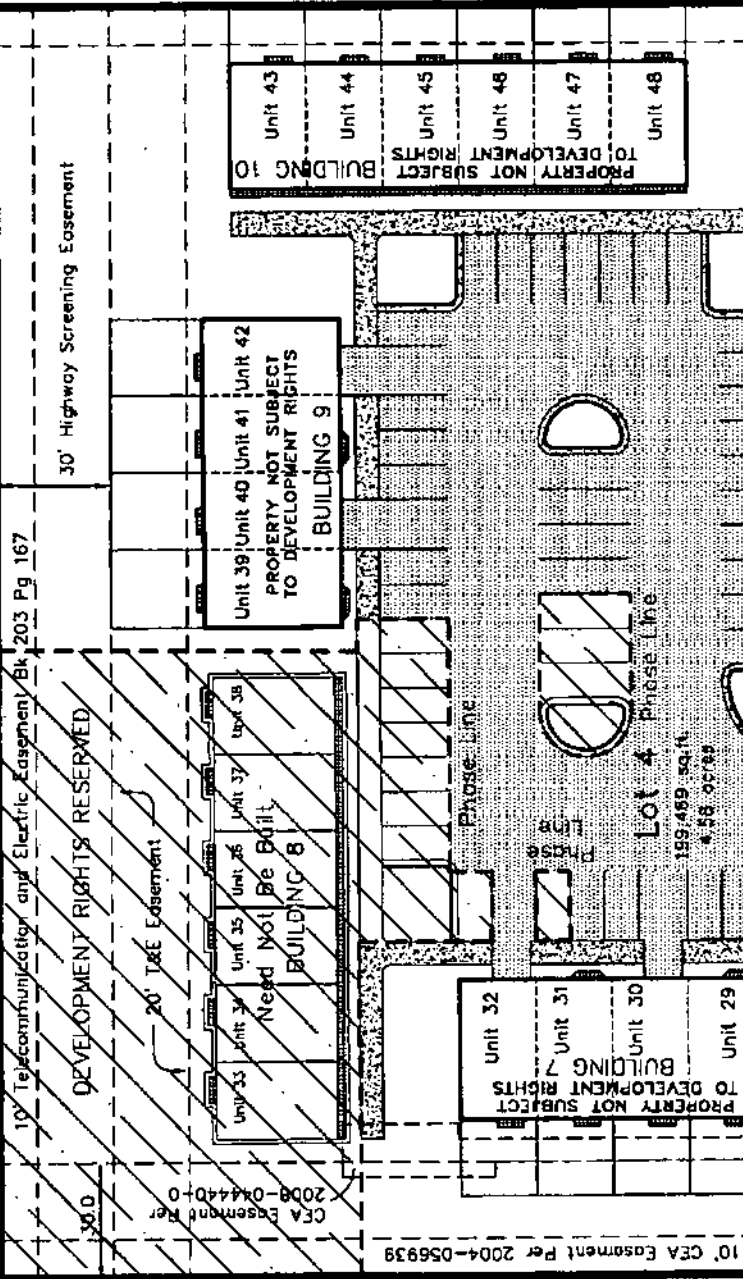


Glenn Highway Corridor

Centerline Frontage Road (Boundary Avenue)

Section Line

S89°48'40"W 330.00'

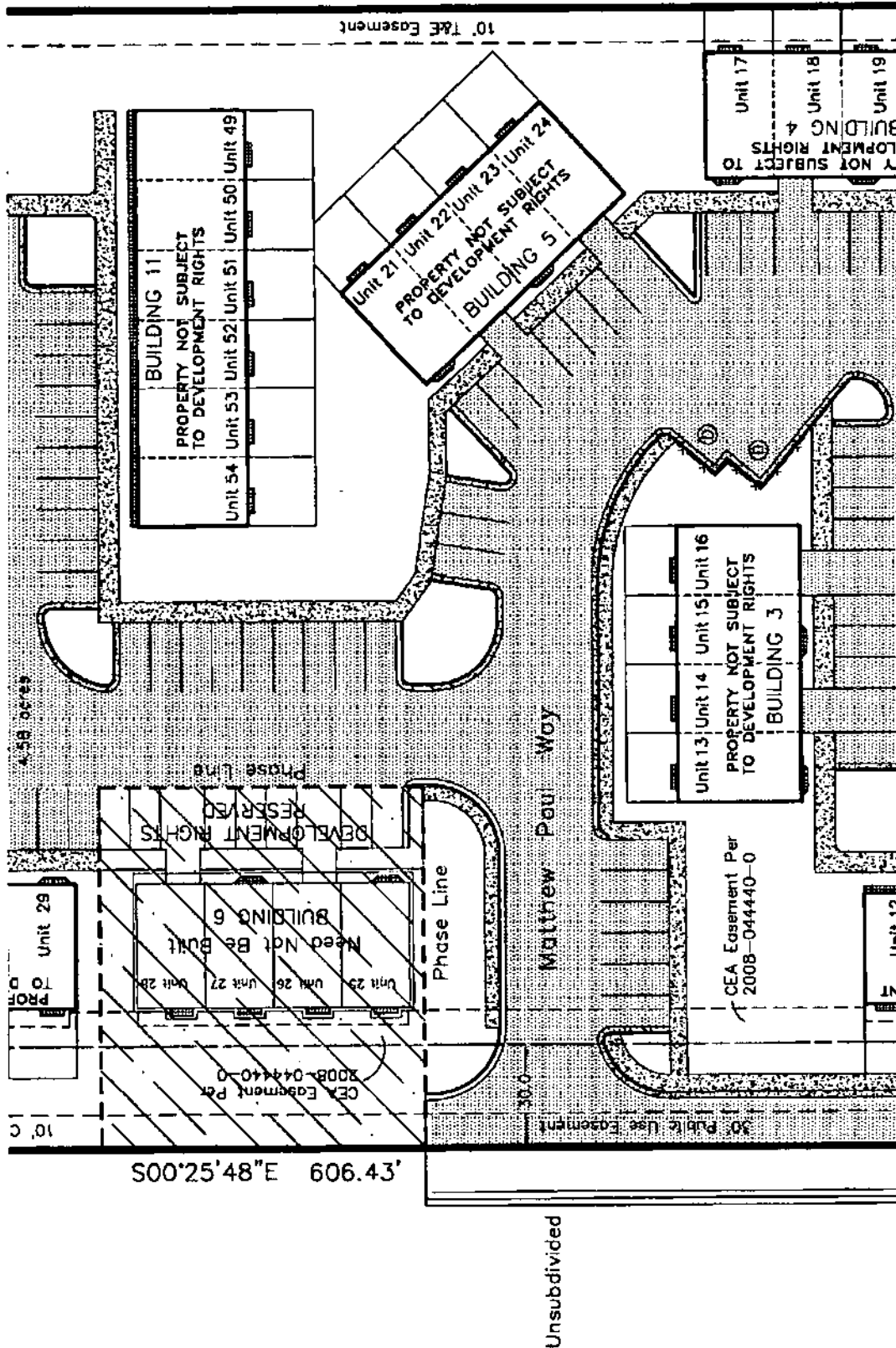


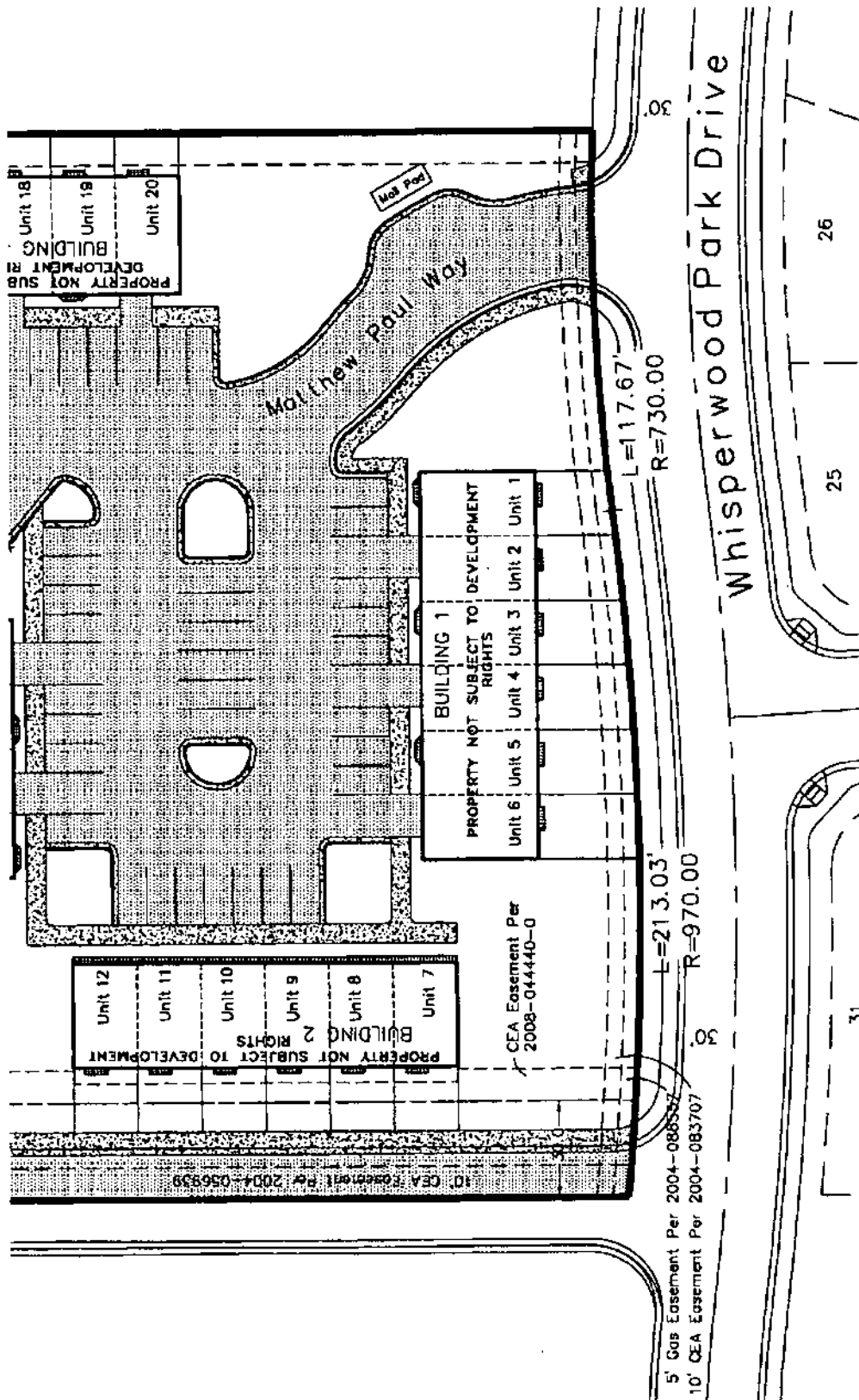
LOT 3
BLOCK 2

LANTTECH



N00°25'48"W 596.37'







Legend:

- Wood Deck
- Concrete
- Pavement
- Overhang
- Dumpster Location
- Fence

Units Legend:

- $C=$ Ceiling height
- Ceiling slope
- Ceiling slope line
- Limited Common Element (LCE)

GRAPHIC SCALE



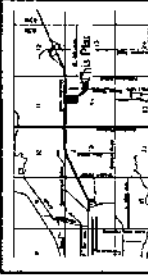
(IN FEET)
1 INCH = 40 FT.



WHISPERWOOD SQUARE PHASE 9 A COMMON INTEREST COMMUNITY

Unit Number	Proposed Floor	Proposed Elevation	Proposed Area	Proposed Volume
Unit 1	1st	100.00	1,000.00	1,000.00
Unit 2	1st	100.00	1,000.00	1,000.00
Unit 3	1st	100.00	1,000.00	1,000.00
Unit 4	1st	100.00	1,000.00	1,000.00
Unit 5	1st	100.00	1,000.00	1,000.00
Unit 6	1st	100.00	1,000.00	1,000.00
Unit 7	1st	100.00	1,000.00	1,000.00
Unit 8	1st	100.00	1,000.00	1,000.00
Unit 9	1st	100.00	1,000.00	1,000.00
Unit 10	1st	100.00	1,000.00	1,000.00
Unit 11	1st	100.00	1,000.00	1,000.00
Unit 12	1st	100.00	1,000.00	1,000.00
Unit 13	1st	100.00	1,000.00	1,000.00
Unit 14	1st	100.00	1,000.00	1,000.00
Unit 15	1st	100.00	1,000.00	1,000.00
Unit 16	1st	100.00	1,000.00	1,000.00
Unit 17	1st	100.00	1,000.00	1,000.00
Unit 18	1st	100.00	1,000.00	1,000.00
Unit 19	1st	100.00	1,000.00	1,000.00
Unit 20	1st	100.00	1,000.00	1,000.00
Unit 21	1st	100.00	1,000.00	1,000.00
Unit 22	1st	100.00	1,000.00	1,000.00
Unit 23	1st	100.00	1,000.00	1,000.00
Unit 24	1st	100.00	1,000.00	1,000.00
Unit 25	1st	100.00	1,000.00	1,000.00
Unit 26	1st	100.00	1,000.00	1,000.00
Unit 27	1st	100.00	1,000.00	1,000.00
Unit 28	1st	100.00	1,000.00	1,000.00
Unit 29	1st	100.00	1,000.00	1,000.00
Unit 30	1st	100.00	1,000.00	1,000.00
Unit 31	1st	100.00	1,000.00	1,000.00
Unit 32	1st	100.00	1,000.00	1,000.00

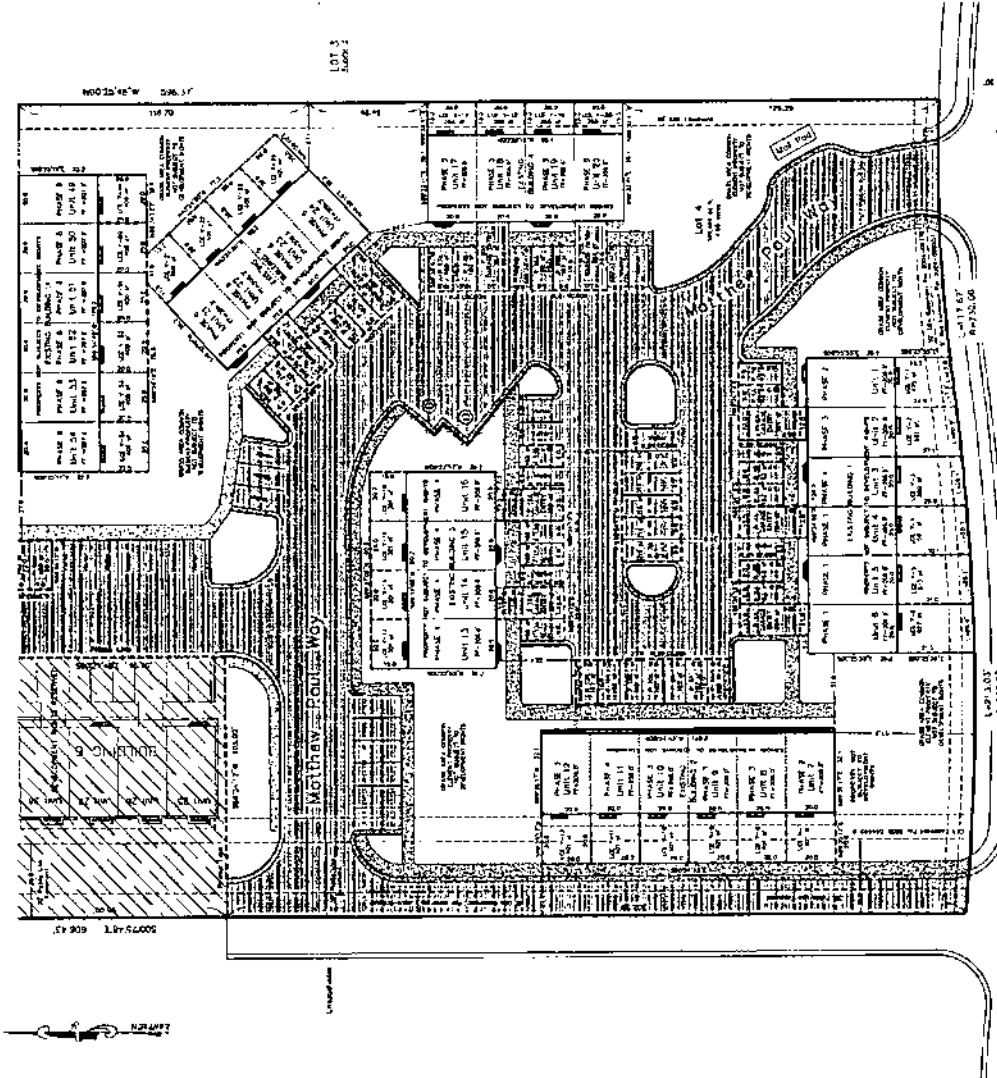
Sheet 2 of 3



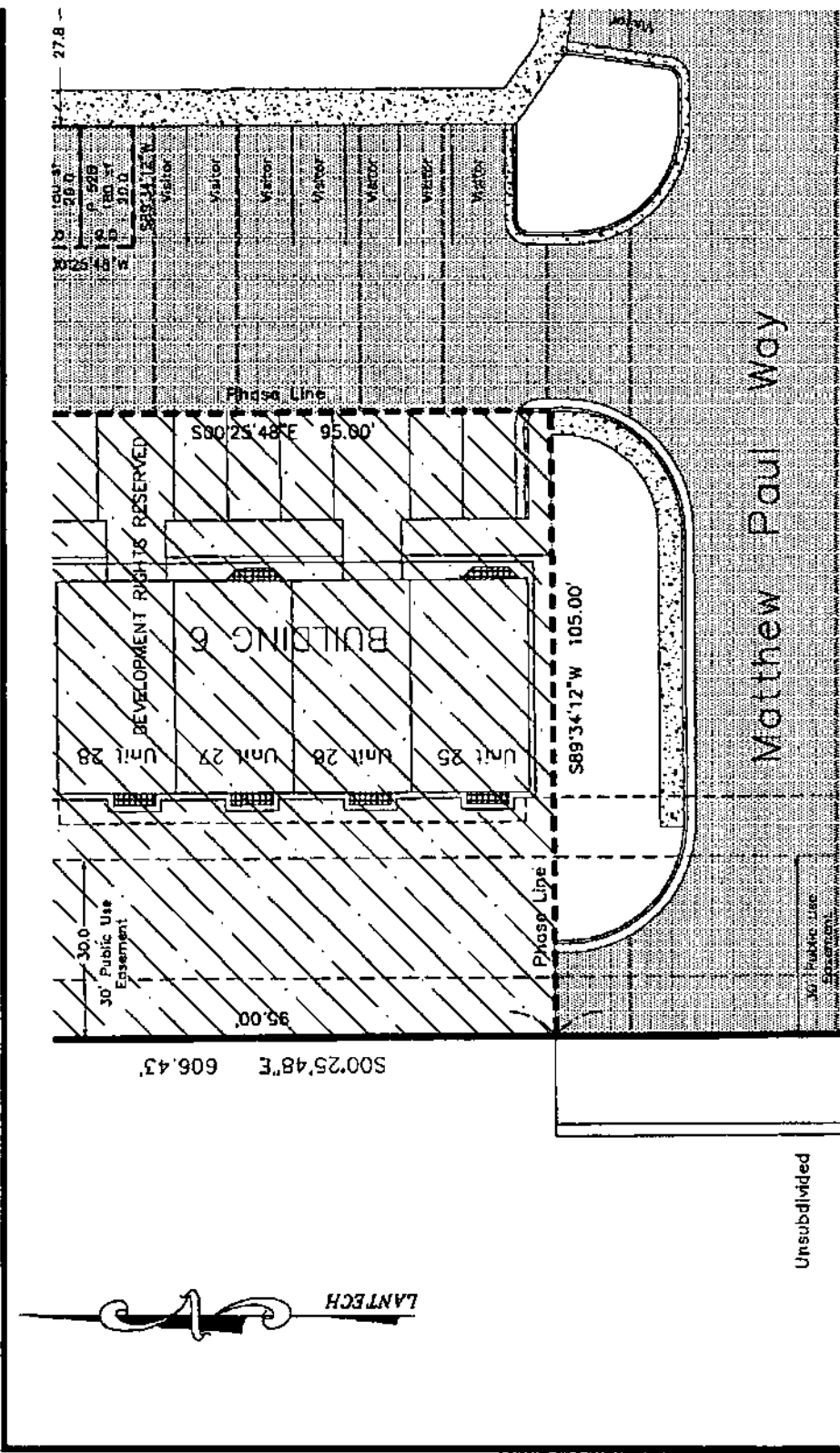
CONDOMINIUM MAP FOR
Whisperwood Square Condominiums
PHASE 9
ADDING UNITS 20 THROUGH 32

Location: 2 Whisperwood Square, Phase 9, Unit 20 through 32, located at the intersection of Whisperwood Park Drive and Matthew Paul Way, in the City of San Jose, California. The map shows the proposed addition of units 20 through 32 to the existing development.

DATE: 10/1/2010
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]



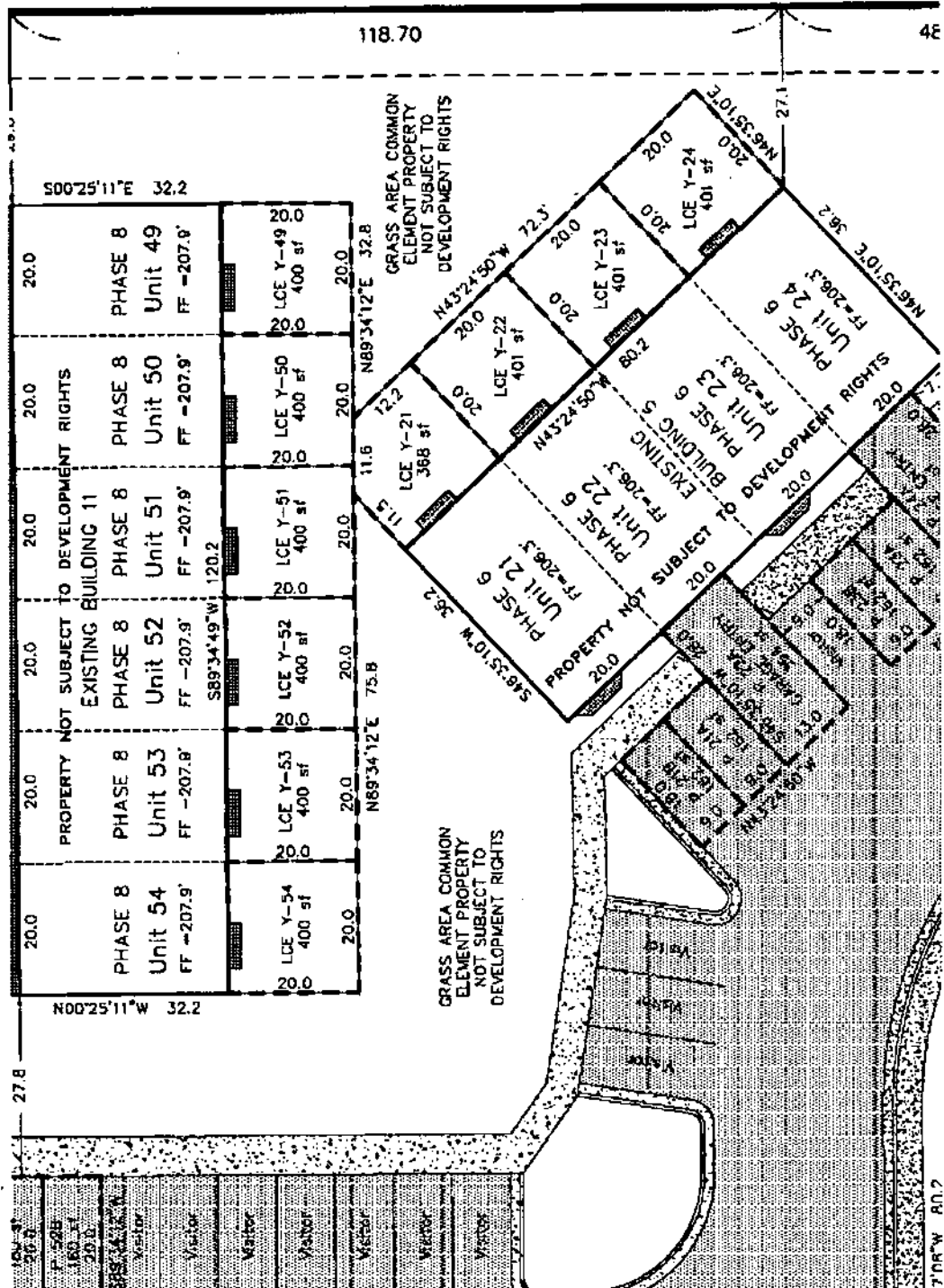
Whisperwood Park Drive

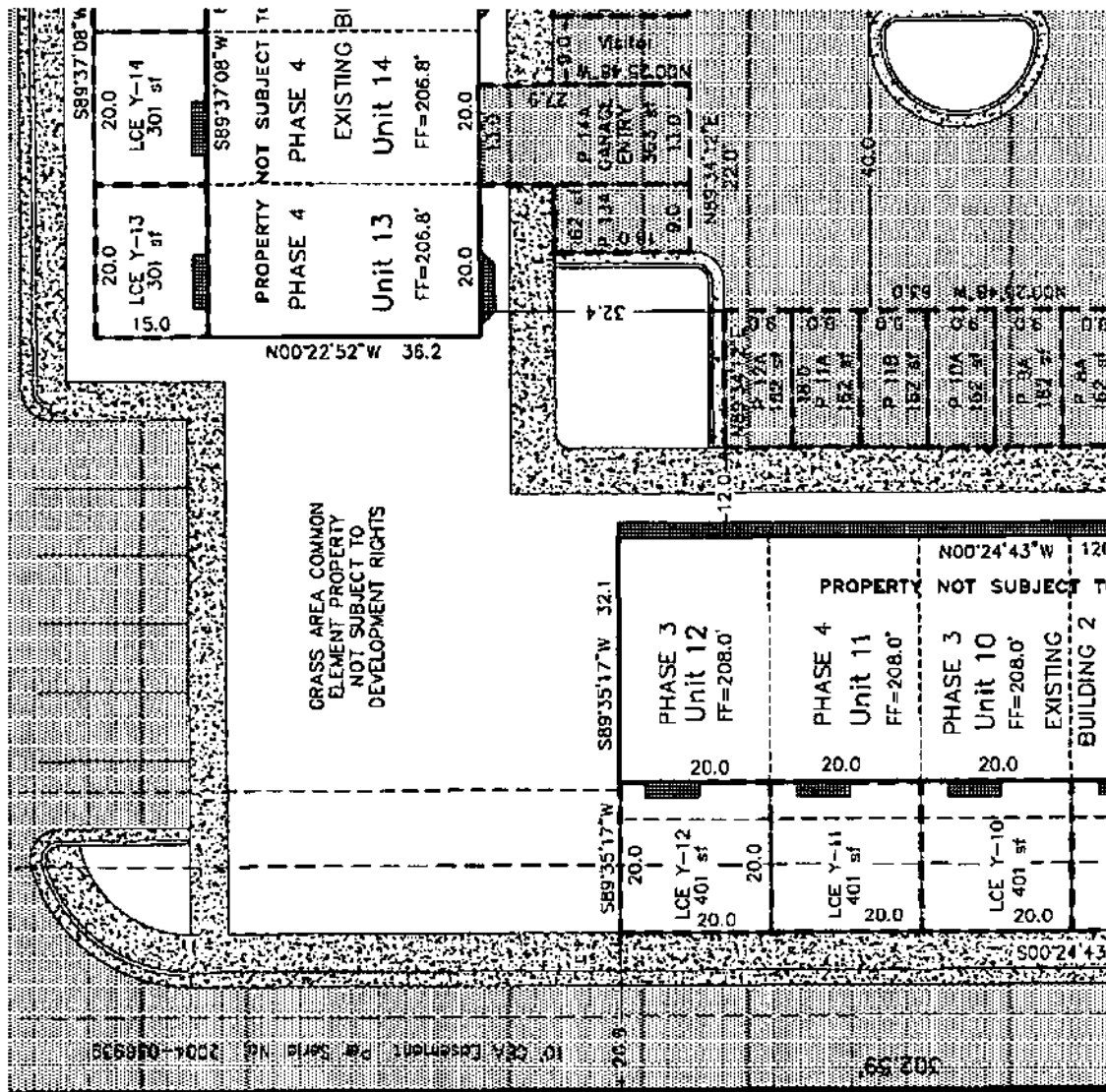


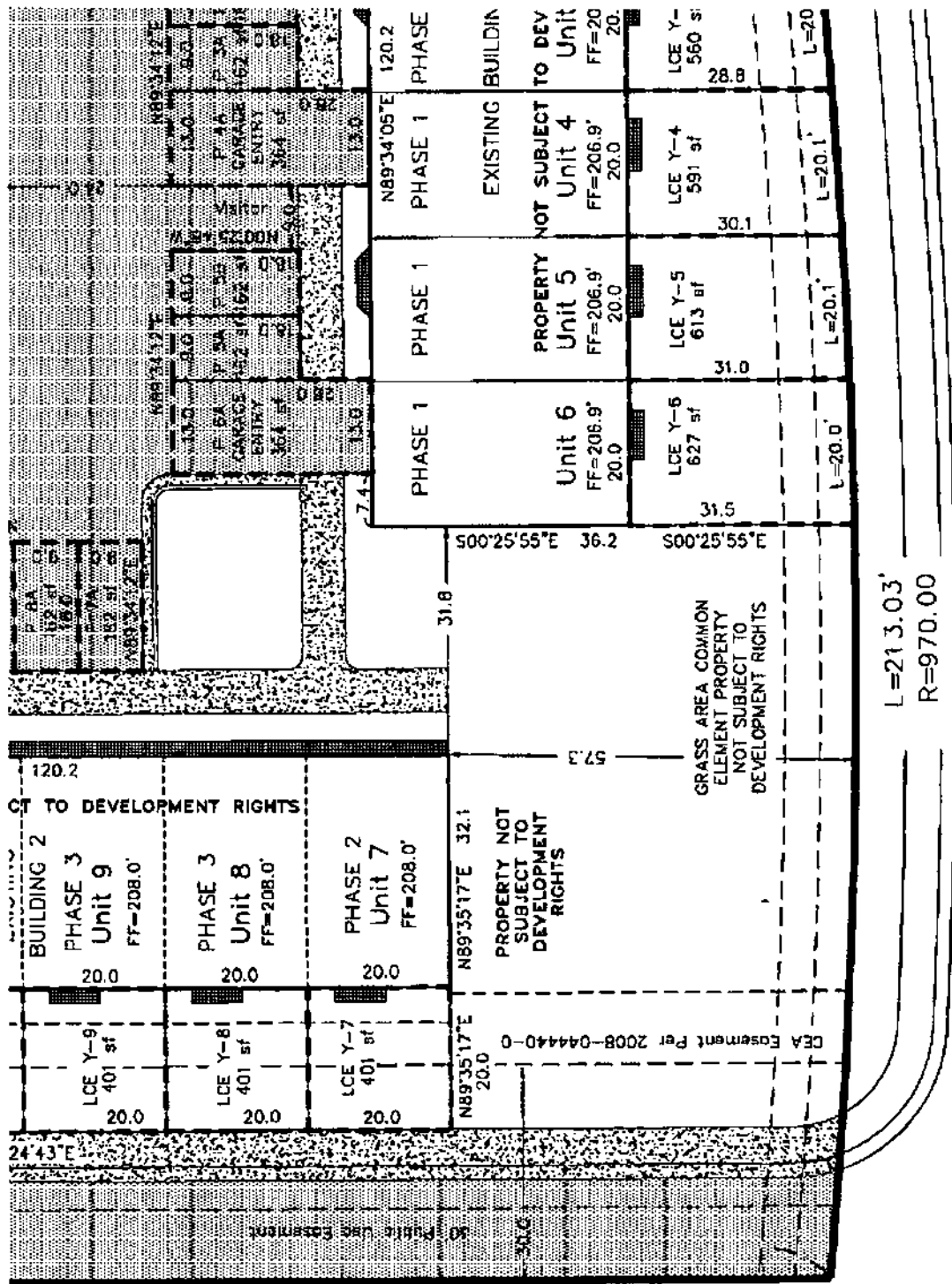
Unsubdivided



N00°25'48"W 596.37'



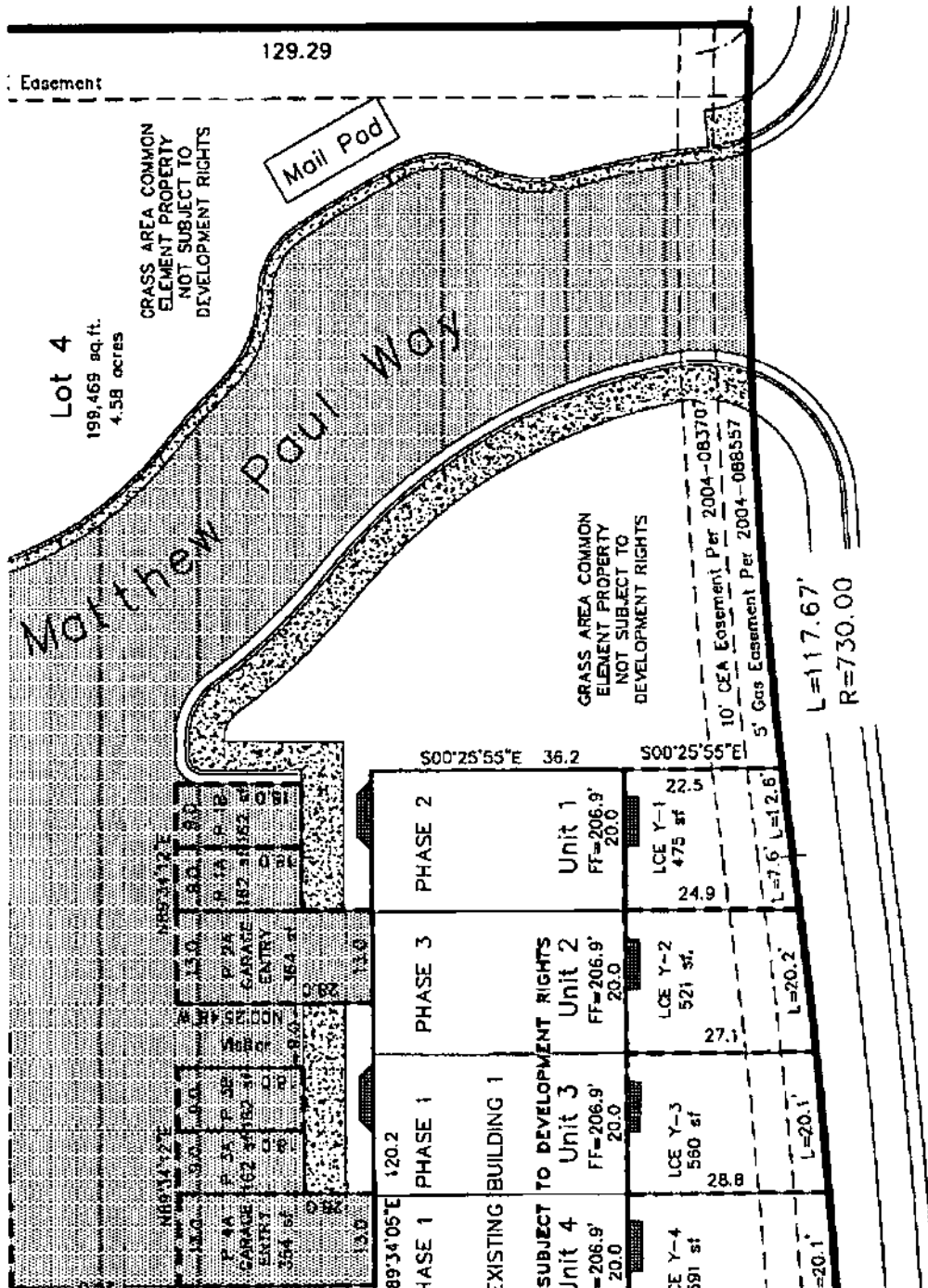




L=213.03'
R=970.00

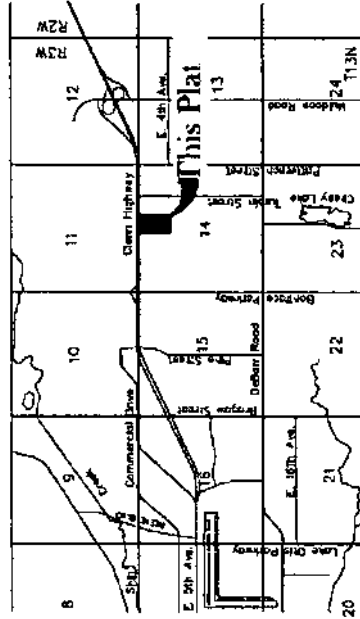
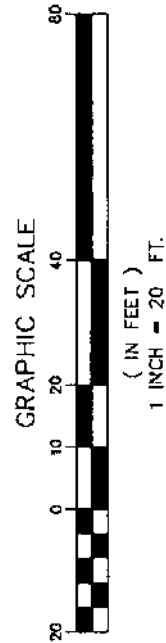
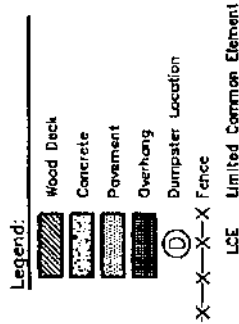
30'





Whisperwood Park Dr





Vicinity Map Scale: 1" = 1 Mile

A CONDOMINIUM PLAT OF:

Whisperwood Square Condominiums

PHASE 9

ADDING UNITS 29 THROUGH 32

Located on:
Lot 4, Block 2, Whisperwood Subdivision Phase 1 (Plat Number 2004-122), Located Within the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 14, Township 13 North, Range 3 West, Seward Meridian, Anchorage Recording District, Alaska.

Landmark
LAND & CONSTRUCTION SURVEYORS-AUTOCAD
PLANNERS
ENGINEERS
ANCHORAGE, ALASKA 99503
582-5291 (FAX 561-6626)
email: mail@landmarktech.com

Grid: SW1239 Scale: 1"=20'
Work Order: 2007M03 Drawn By: CB/JZ Date: July 22, 2010
Check By: TH



WHISPERWOOD SQUARE

PHASE 9

A COMMON INTEREST COMMUNITY

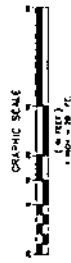
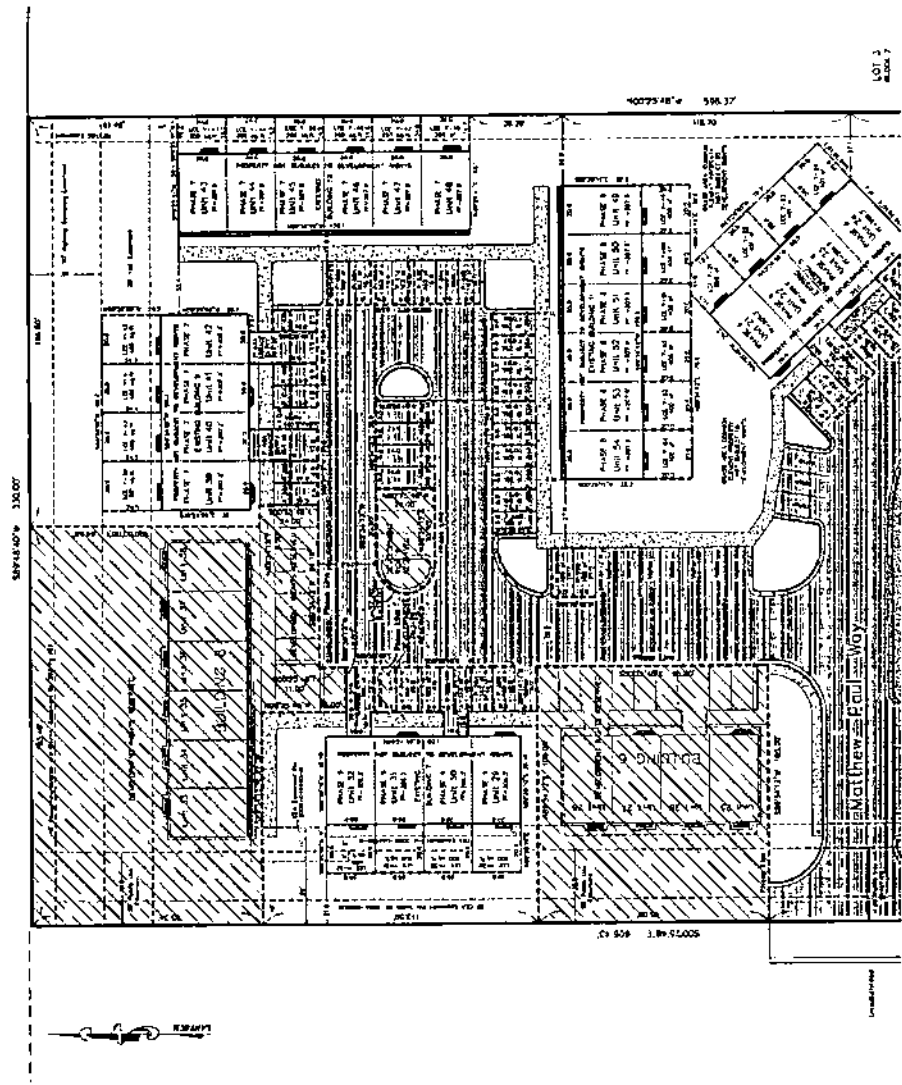
Unit Numbers	Finished Floor Elevations	Addresses	Total LCE Area *
UNIT 1	206.9'	198 Matthew Paul Way	863 s.f.
UNIT 2	206.9'	196 Matthew Paul Way	920 s.f.
UNIT 3	206.9'	194 Matthew Paul Way	948 s.f.
UNIT 4	206.9'	192 Matthew Paul Way	990 s.f.
UNIT 5	206.9'	190 Matthew Paul Way	1001 s.f.
UNIT 6	206.9'	188 Matthew Paul Way	1026 s.f.
UNIT 7	208.0'	186 Matthew Paul Way	883 s.f.
UNIT 8	208.0'	184 Matthew Paul Way	883 s.f.
UNIT 9	208.0'	182 Matthew Paul Way	883 s.f.
UNIT 10	208.0'	180 Matthew Paul Way	883 s.f.
UNIT 11	208.0'	178 Matthew Paul Way	829 s.f.
UNIT 12	208.0'	176 Matthew Paul Way	883 s.f.
UNIT 13	206.8'	174 Matthew Paul Way	689 s.f.
UNIT 14	206.8'	172 Matthew Paul Way	699 s.f.
UNIT 15	206.8'	170 Matthew Paul Way	689 s.f.
UNIT 16	206.8'	168 Matthew Paul Way	698 s.f.
UNIT 17	205.9'	173 Matthew Paul Way	690 s.f.
UNIT 18	205.9'	175 Matthew Paul Way	665 s.f.
UNIT 19	205.9'	177 Matthew Paul Way	654 s.f.
UNIT 20	205.9'	179 Matthew Paul Way	665 s.f.
UNIT 21	206.3'	161 Matthew Paul Way	756 s.f.
UNIT 22	206.3'	163 Matthew Paul Way	800 s.f.
UNIT 23	206.3'	165 Matthew Paul Way	789 s.f.
UNIT 24	206.3'	167 Matthew Paul Way	800 s.f.
UNIT 29	206.3'	138 Matthew Paul Way	788 s.f.
UNIT 30	206.3'	136 Matthew Paul Way	768 s.f.
UNIT 31	206.3'	134 Matthew Paul Way	788 s.f.
UNIT 32	206.3'	132 Matthew Paul Way	741 s.f.
UNIT 39	207.2'	115 Matthew Paul Way	879 s.f.
UNIT 40	207.2'	117 Matthew Paul Way	888 s.f.
UNIT 41	207.2'	119 Matthew Paul Way	876 s.f.
UNIT 42	207.2'	121 Matthew Paul Way	885 s.f.
UNIT 43	207.8'	125 Matthew Paul Way	782 s.f.
UNIT 44	207.8'	127 Matthew Paul Way	781 s.f.
UNIT 45	207.8'	129 Matthew Paul Way	780 s.f.
UNIT 46	207.8'	131 Matthew Paul Way	780 s.f.
UNIT 47	207.8'	133 Matthew Paul Way	725 s.f.
UNIT 48	207.8'	135 Matthew Paul Way	724 s.f.
UNIT 49	207.9'	139 Matthew Paul Way	828 s.f.
UNIT 50	207.9'	141 Matthew Paul Way	828 s.f.
UNIT 51	207.9'	143 Matthew Paul Way	846 s.f.
UNIT 52	207.9'	145 Matthew Paul Way	846 s.f.
UNIT 53	207.9'	147 Matthew Paul Way	828 s.f.
UNIT 54	207.9'	149 Matthew Paul Way	828 s.f.

* TOTAL LCE AREA INCLUDES LCE PARKING, LCE YARD, AND LCE ENTRANCE OF THE UNIT. THE LCE REAR DECK IS INCLUDED IN THE LCE YARD AREA.

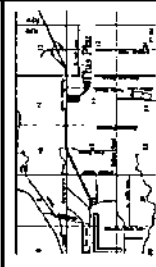


Centerline Frontage Road (Boundary Avenue)

WHISPERWOOD SQUARE
PHASE 9
A COMMON INTEREST COMMUNITY



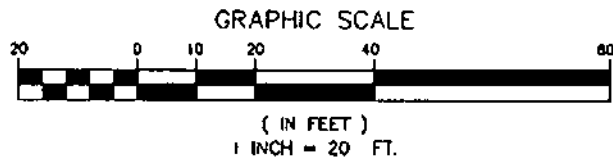
Sheet 3 of 3



**PHASE 9
ADDING UNITS 29 THROUGH 32**

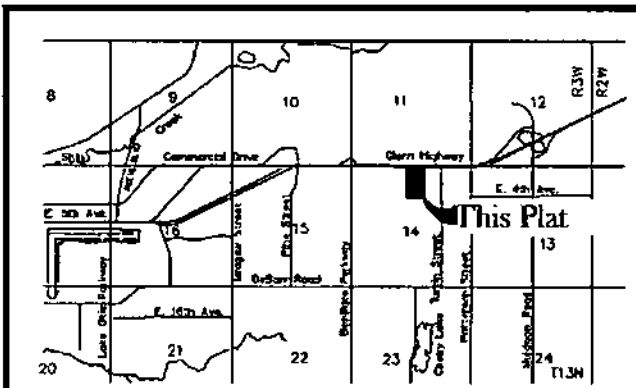
Lentini et al.

Wantech
 10000 S. COMSTOCK RD. SUITE 200, LOS ANGELES, CA 90047
 TEL: (213) 744-1111 FAX: (213) 744-1111
 WWW: WWW.WANTECH.COM



Sheet 3 of 3

- Legend:**
- Wood Deck
 - Concrete
 - Pavement
 - Overhang
 - Dumpster Location
 - Fence
 - LCE Limited Common Element



Vicinity Map Scale: 1" = 1 Mile

A CONDOMINIUM PLAT OF:

Whisperwood Square Condominiums

PHASE 9

ADDING UNITS 29 THROUGH 32

Located on:

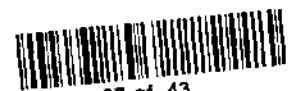
Lot 4, Block 2, Whisperwood Subdivision Phase 1 (Plat Number 2004-122), Located Within the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 14, Township 13 North, Range 3 West, Seward Meridian, Anchorage Recording District, Alaska.

Lantech

LAND & CONSTRUCTION SURVEYORS-AUTOCAD
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6826)

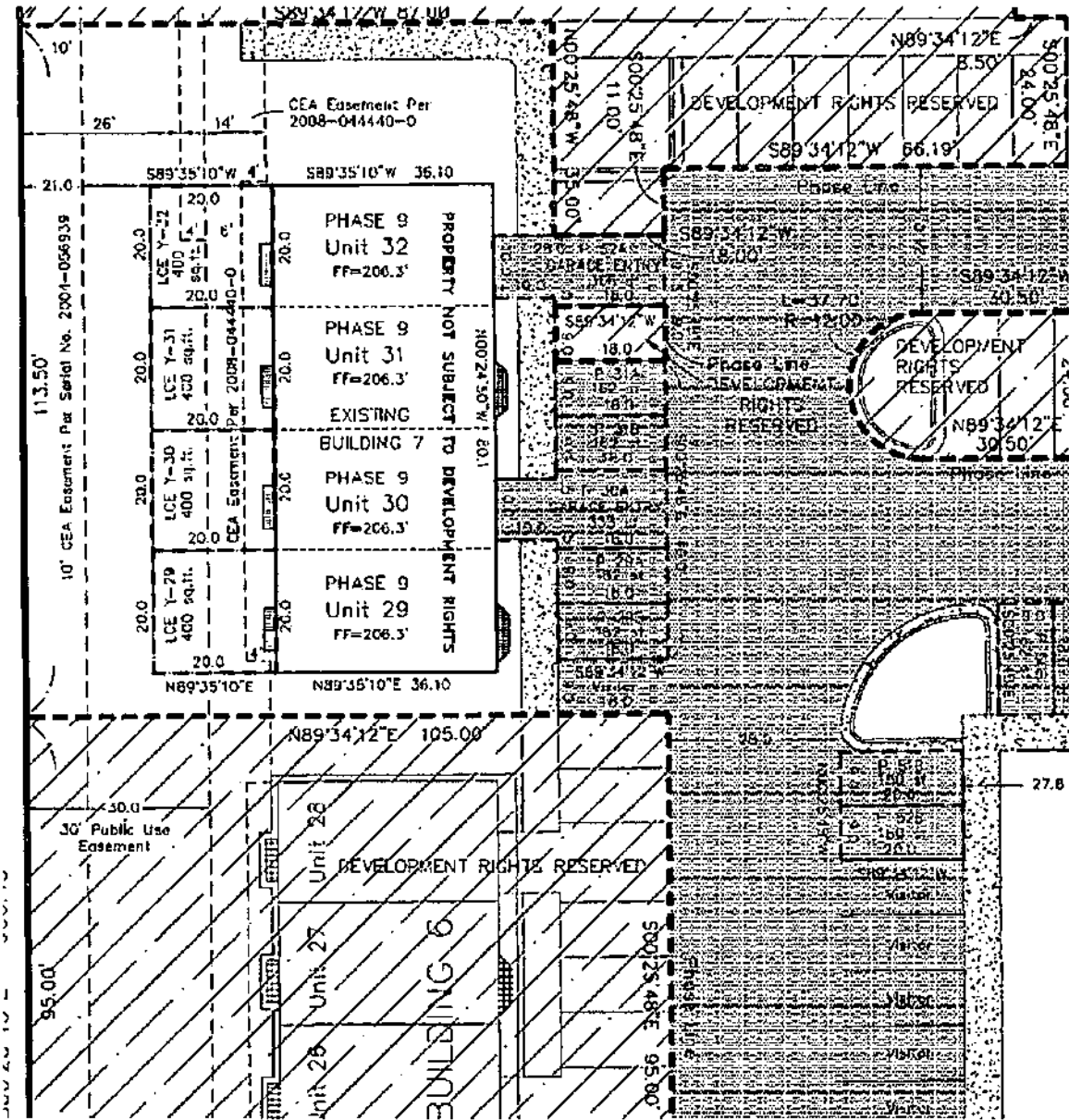
PLANNERS
ENGINEERS
email: mail@lanitech.com

Grid: SW1239	Scale: 1"=20'	Date: July 22, 2010
Work Order: 2007W03	Drawn By: CB/JZ	Check By: TH

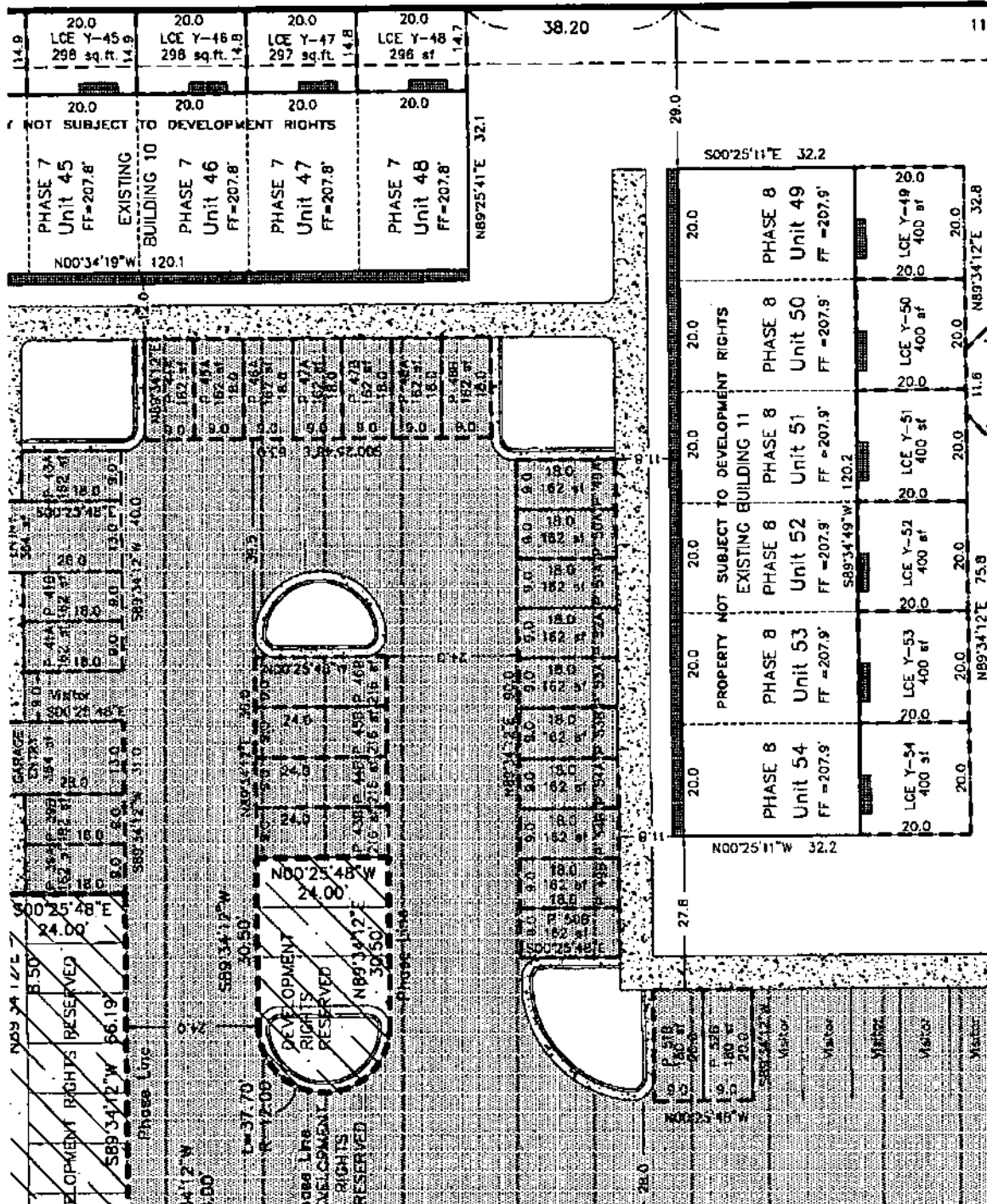


37 of 43
2010-037107-0

[illegible]

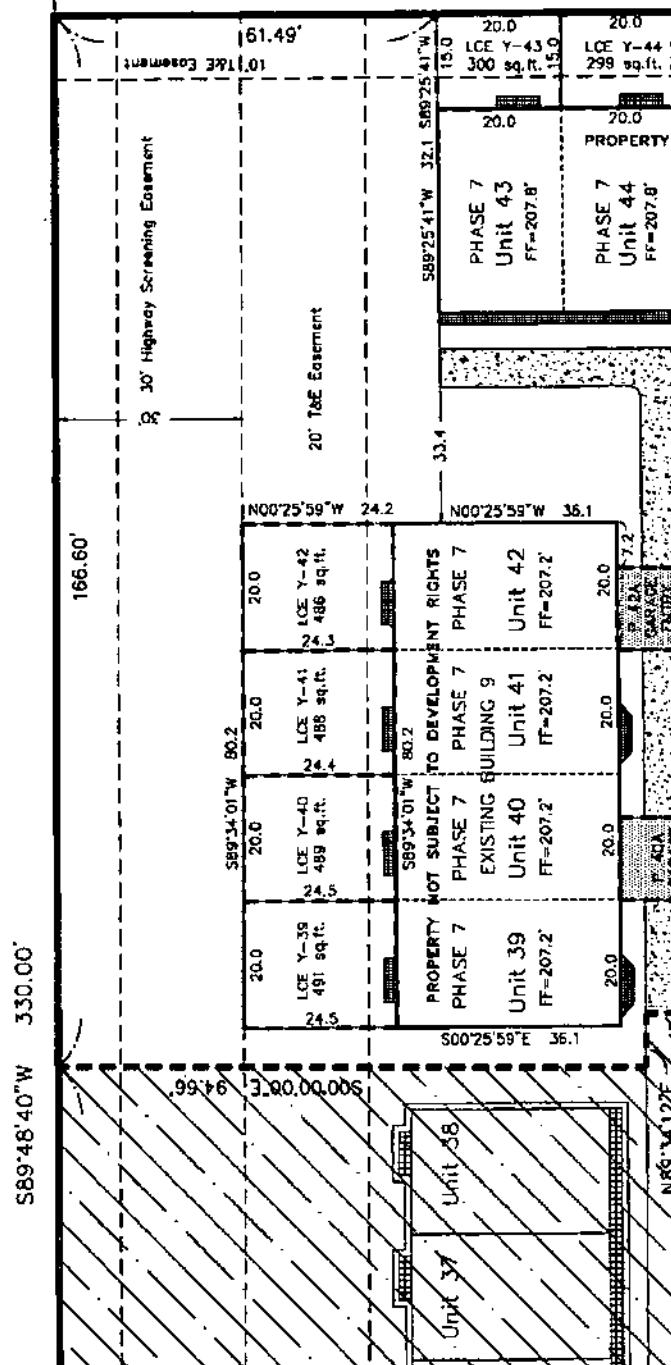


N00°25'48"W



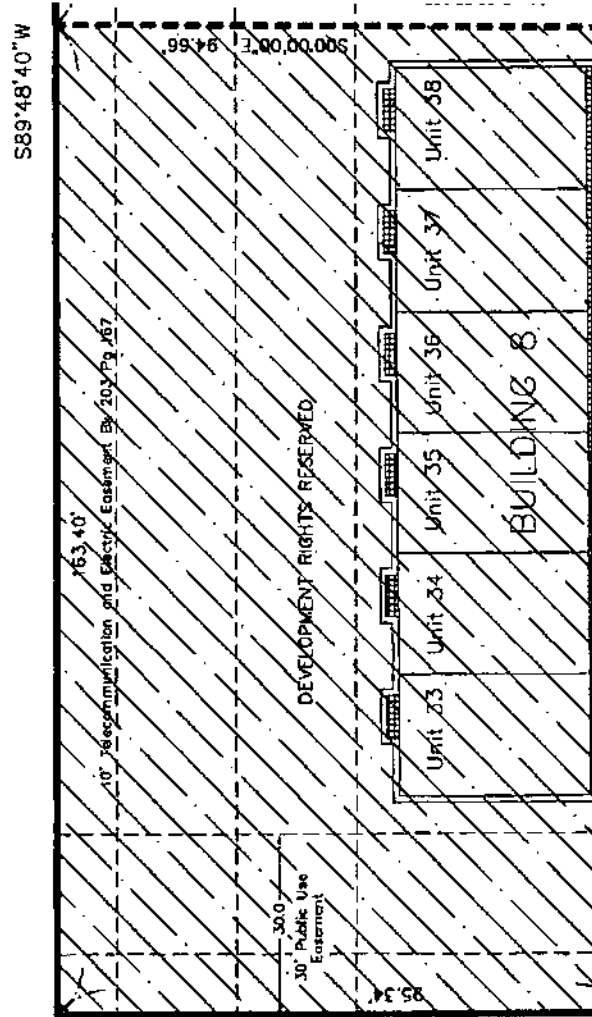
Highway Corridor

Intage Road (Boundary Avenue)



Glenn Highway

Centerline Frontage Road (Bc



LANTech



cc
A
L
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S
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A

2010-045103-0

Recording Dist: 301 - Anchorage
9/9/2010 2:25 PM Pages: 1 of 40



AMENDMENT NO. 9 TO DECLARATION
OF
WHISPERWOOD SQUARE
EXERCISING DEVELOPMENT RIGHTS
ADDING UNITS 33 THROUGH 38

AFTER RECORDATION RETURN TO:

James H. McCollum
Law Offices of James H. McCollum, LLC
510 L Street, Ste. 740
Anchorage, Alaska 99501

AMENDMENT NO. 9 TO
DECLARATION
OF
WHISPERWOOD SQUARE
EXERCISING DEVELOPMENT RIGHTS
ADDING UNITS 33 THROUGH 38

Hultquist Homes, Inc., an Alaska corporation, with an office at 351 E. 104th Avenue, Suite 100, Anchorage, Alaska 99515, "Declarant" under that certain Declaration for Whisperwood Square, recorded on the 9th day of February, 2009, at Serial No. 2009-007721-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 1 to the Declaration recorded on the 3rd day of April, 2009, at Serial No. 2009-021323-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 2 to the Declaration recorded on the 19th day of May, 2009, at Serial No. 2009-033180-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 3 to the Declaration recorded on the 9th day of June, 2009, at Serial No. 2009-038442-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 4 to the Declaration recorded on the 10th day of August, 2009, at Serial No. 2009-053155-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 5 to the Declaration recorded on the 17th day of September, 2009, at Serial No. 2009-060583-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 6 to the Declaration recorded on the 22nd day of January, 2010, at Serial No. 2010-003353-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 7 to the Declaration recorded on the 13th day of April, 2010, at Serial No. 2010-016824-0 in the Anchorage Recording District, Third Judicial District, State of Alaska as amended by Amendment No. 8 to the Declaration recorded on the 2nd day of August, 2010, at Serial No. 2010-037107-0 in the Anchorage Recording District, Third Judicial District, State of Alaska ("Declaration") pursuant to Section 34.08.180 of the Alaska Uniform Common Interest Ownership Act, and pursuant to reservations of Development Rights reserved pursuant to Section 34.08.130(a) (8) of the Act and Article VII of the Declaration, does hereby amend the Declaration and does hereby declare:

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

ARTICLE II. Schedule A-2, Table of Interests, attached hereto, adding six (6) units being Units 33 through 38, together with their appurtenant Limited Common Elements, and interests is substituted for the current Schedule A-2 of the Declaration which is declared null and void.

ARTICLE III. Schedule A-3, Plat, attached hereto and filed under Plat No. 2010-59, supplements the current Schedule A-3 of the Declaration as filed under Plat No. 2010-50,



____, by reflecting the addition Units 33 through 38 and Limited Common Elements on that portion of the Property shown on the Plat as "Property Not Subject to Development Rights."

ARTICLE IV. Development rights reserved in the Declaration within that portion of the Property, shown on Plat No. 2010-59, Anchorage Recording District, Third Judicial District, State of Alaska as "Development Rights Reserved" are hereby declared terminated. Limited Common Elements depicted on Schedule A-3 hereto are hereby assigned as appurtenant to the Units indicated. Those Limited Common Elements described in Article V and not otherwise depicted on Schedule A-3 hereto are hereby assigned to their appurtenant Units as applicable.

DECLARANT: HULTQUIST HOMES, INC.

By: David Hultquist
David Hultquist
Its: President

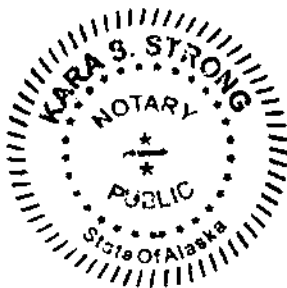
STATE OF ALASKA)

) ss.
)

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 27th day of April, 2010, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **DAVID HULTQUIST, PRESIDENT OF HULTQUIST HOMES, INC** who is personally known to me to be the signer of this instrument and he acknowledged that he signed it.

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



Kara S Strong
Notary Public in and for Alaska
My Commission Expires: 3-18-14

Place Notary Seal Above this line and do not encroach into 1" margin perimeters

AMENDMENT NO. 9 TO
DECLARATION OF WHISPERWOOD SQUARE
H4091\10\AMD9

Page 3



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2010-045103-0

APPROVAL OF LENDER

The undersigned, beneficiary under the following Deeds of Trust;

1. Deed of Trust recorded on the 24th day of November, 2008 under Serial Number 2008-064845-0, in the Anchorage Recording District, Third Judicial District, State of Alaska; and

2. Construction Deed of Trust recorded on the 27th day of July, 2009 under Serial Number 2009-049595-0;

approves the foregoing Amendment No. 9 to the Declaration of Whisperwood Square, and the undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under said Deeds of Trust, shall not render void or otherwise impair the validity of the Amendment No. 9 to the Declaration and the covenants running with the land described in the Declaration.

DATED this 27 day of Apr, 2010.

FIRST NATIONAL BANK ALASKA

By: _____

Stacy Tomuro

Its: _____

Vice President

STATE OF ALASKA

)

)

ss.

THIRD JUDICIAL DISTRICT

)

THIS IS TO CERTIFY that on this 27 day of Apr, 2010, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **STACY TOMURO**, to me known and known to me to be the **VICE PRESIDENT OF FIRST NATIONAL BANK ALASKA**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

AMENDMENT NO. 9 TO
DECLARATION OF WHISPERWOOD SQUARE
H4091U0AMD9

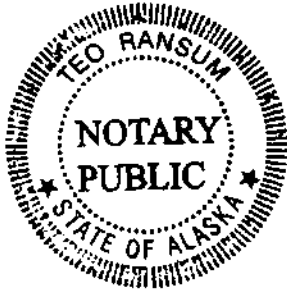
Page 4



4 of 40

2010-045103-0

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





Notary Public in and for Alaska
My Commission Expires: 4/12/2011

*Place Notary Seal Above this line and do not encroach
into the 1" margin perimeters.*



DESCRIPTION OF COMMON INTEREST COMMUNITY

(Declaration Schedule A-1)



SCHEDULE A-1

DESCRIPTION OF COMMON INTEREST COMMUNITY

PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS

That portion of Lot 4, Block 2, WHISPERWOOD SUBDIVISION – PHASE 1, according to the official plat thereof, filed under Plat No. 2004-122 records of the Anchorage Recording District, State of Alaska, shown on the Plat as “Property Not Subject to Development Rights.”

PROPERTY SUBJECT TO DEVELOPMENT RIGHTS

That portion of Lot 4, Block 2, WHISPERWOOD SUBDIVISION – PHASE 1, according to the official plat thereof, filed under Plat No. 2004-122 records of the Anchorage Recording District, State of Alaska, shown on the Plat as “Development Rights Reserved.”

ENCUMBRANCES AFFECTING THE COMMON INTEREST COMMUNITY

1. Reservations and exceptions as contained in the U.S. Patent.
2. Taxes and assessments, if any, due the Municipality of Anchorage.
3. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 2nd day of August 1952 in Book 78, Page 56 (Blanket Easement).
4. Right of Way Easement, including terms and provisions thereof, granted to CITY OF ANCHORAGE, and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 17th day of June, 1971 in Miscellaneous Book 203, Page 167 (Blanket Easement).



5. Notice of Zoning Action, including the terms and provisions thereof, recorded on the 12th day of January, 1902 in Book 3752, Page 265.
6. Reservation of all oil, gas and mineral rights together with the right to remove same below a distance of 250 feet below the surface without damaging or disturbing the surface or surface improvements as reserved in an instrument recorded on the 3rd day of December 2003, Instrument No. 2008-125834-0.
7. Sanitary Sewer Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded on the 24th day of February, 2004, under Instrument No. 2004-011706-0 and amended by instrument recorded on the 23rd day of May, 2005 under Instrument No. 2005-033821-0.
8. Water Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded on the 24th day of February, 2004, under Instrument No. 2004-011707-0 and amended by instrument recorded on the 23rd day of May, 2005 under Instrument No. 2005-033820-0.
9. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 2nd day of August 2004 under Instrument No. 2004-056939-0 (Affects the West 10 feet of said lot and other property).
10. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 4th day of November, 2004 under Instrument No. 2004-083707-0 (Affects the Southerly 10 feet of said lot and other property).
11. Easement for natural gas pipelines and appurtenances thereto granted to ENSTAR Natural Gas Company, a division of SEMCO Energy, Inc., recorded November 29, 2004, Instrument No. 2004-088557-0. (Affects: the South 5 feet of said Lot and other property)



12. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 4th day of August, 2008 under Instrument No. 2008-044440-0 (See instrument for easement area).

13. Easement for natural gas pipelines and appurtenances thereto granted to ENSTAR Natural Gas Company, a division of SEMCO Energy, Inc., recorded August 19, 2008, as Instrument No. 2008-047342-0. (Affects: Blanket easement as to said Lot)

14. Encroachment Permit, by and between Chugach Electric Association and Hultquist Homes, Inc., including the terms and provisions thereof, recorded on the 6th day of March, 2009, as Instrument No. 2009—13791, Anchorage Recording District, Third Judicial District, State of Alaska.



SCHEDULE A-2

TABLE OF INTERESTS

Building No. and Unit No. <u>Building</u> <u>No. 1</u>	Street Address	Percentage Share of Common Elements	Percentage Share of Common Elements	Vote in the Affairs of the Assoc.	Limited Common Element Parking Space* (P) Yard (Y) and Deck (D) Entry (E)
1	198 Matthew Paul Way	2.000%	2.000%	1	P-1A & P-1B/Y-1/D-1/E-1
2	196 Matthew Paul Way	2.000%	2.000%	1	P-2A/Y-2/D-2/E-2
3	194 Matthew Paul Way	2.000%	2.000%	1	P-3A & P-3B/Y-3/D-3/E-3
4	192 Matthew Paul Way	2.000%	2.000%	1	P-4A/Y-4/D-4/E-4
5	190 Matthew Paul Way	2.000%	2.000%	1	P-5A & P-5B/Y-5/D-5/E-5
6	188 Matthew Paul Way	2.000%	2.000%	1	P-6A/Y-6/D-6/E-6
<u>Building</u> <u>No. 2</u>					
7	186 Matthew Paul Way	2.000%	2.000%	1	P-7A & P-7B/Y-7/D-7/E-7
8	184 Matthew Paul Way	2.000%	2.000%	1	P-8A & P-8B/Y-8/D-8/E-8
9	182 Matthew Paul Way	2.000%	2.000%	1	P-9A & P-9B/Y-9/D-9/E-9
10	180 Matthew Paul Way	2.000%	2.000%	1	P-10A & P-10B/Y-10/D-10/E-10
11	178 Matthew Paul Way	2.000%	2.000%	1	P-11A & P-11B/Y-11/D-11/E-11
12	176 Matthew Paul Way	2.000%	2.000%	1	P-12A & P-12B/Y-12/D-12/E-12
<u>Building</u> <u>No. 3</u>					
13	174 Matthew Paul Way	2.000%	2.000%	1	P-13A & P-13B/Y-13/D-13/E-13
14	172 Matthew Paul Way	2.000%	2.000%	1	P-14A/Y-14/D-14/E-14
15	170 Matthew Paul Way	2.000%	2.000%	1	P-15A & P-15B/Y-15/D-15/E-15
16	168 Matthew Paul Way	2.000%	2.000%	1	P-16A/Y-16/D-16/E-16



**Building
No. 4**

17	173 Matthew Paul Way	2.000%	2.000%	1	P-17A & P-17B/Y-17/D-17/E-17
18	175 Matthew Paul Way	2.000%	2.000%	1	P-18A/Y-18/D-18/E-18
19	177 Matthew Paul Way	2.000%	2.000%	1	P-19A & P-19B/Y-19/D-19/E-19
20	179 Matthew Paul Way	2.000%	2.000%	1	P-20A/Y-20/D-20/E-20

**Building
No. 5**

21	161 Matthew Paul Way	2.000%	2.000%	1	P-21A & P-21B/Y-21/D-21/E-21
22	163 Matthew Paul Way	2.000%	2.000%	1	P-22A/Y-22/D-22/E-22
23	165 Matthew Paul Way	2.000%	2.000%	1	P-23A & P-23B/Y-23/D-23/E-23
24	167 Matthew Paul Way	2.000%	2.000%	1	P-24A/Y-24/D-24/E-24

**Building
No. 7**

29	138 Matthew Paul Way	2.000%	2.000%	1	P-29A & P-29B/Y-29/D-29/E-29
30	136 Matthew Paul Way	2.000%	2.000%	1	P-30A/Y-30/D-30/E-30
31	134 Matthew Paul Way	2.000%	2.000%	1	P-31A & P-31B/Y-31/D-31/E-31
32	132 Matthew Paul Way	2.000%	2.000%	1	P-32A/Y-32/D-32/E-32

**Building
No. 8**

33	101 Matthew Paul Way	2.000%	2.000%	1	P-33A & P-33B/Y-33/D-33/E-33
34	103 Matthew Paul Way	2.000%	2.000%	1	P-34A & P-34B/Y-34/D-34/E-34
35	105 Matthew Paul Way	2.000%	2.000%	1	P-35A & P-35B/Y-35/D-35/E-35
36	107 Matthew Paul Way	2.000%	2.000%	1	P-36A & P-36B/Y-36/D-36/E-36
37	109 Matthew Paul Way	2.000%	2.000%	1	P-37A & P-37B/Y-37/D-37/E-37
38	111 Matthew Paul Way	2.000%	2.000%	1	P-38A & P-38B/Y-38/D-38/E-38

**Building
No. 9**

39	115 Matthew Paul Way	2.000%	2.000%	1	P-39A & P-39B/Y-39/D-39/E-39
40	117 Matthew Paul Way	2.000%	2.000%	1	P-40A/Y-40/D-40/E-40
41	119 Matthew Paul Way	2.000%	2.000%	1	P-41A & P-41B/Y-41/D-41/E-41
42	121 Matthew Paul Way	2.000%	2.000%	1	P-42A/Y-42/D-42/E-42



Building
No. 10

43	125 Matthew Paul Way	2.000%	2.000%	1	P-43A & P-43B/Y-43/D-43/E-43
44	127 Matthew Paul Way	2.000%	2.000%	1	P-44A & P-44B/Y-44/D-44/E-44
45	129 Matthew Paul Way	2.000%	2.000%	1	P-45A & P-45B/Y-45/D-45/E-45
46	131 Matthew Paul Way	2.000%	2.000%	1	P-46A & P-46B/Y-46/D-46/E-46
47	133 Matthew Paul Way	2.000%	2.000%	1	P-47A & P-47B/Y-47/D-47/E-47
48	135 Matthew Paul Way	2.000%	2.000%	1	P-48A & P-48B/Y-48/D-48/E-48

Building
No. 11

49	139 Matthew Paul Way	2.000%	2.000%	1	P-49A & P-49B/Y-49/D-49/E-49
50	141 Matthew Paul Way	2.000%	2.000%	1	P-50A & P-50B/Y-50/D-50/E-50
51	143 Matthew Paul Way	2.000%	2.000%	1	P-51A & P-51B/Y-51/D-51/E-51
52	145 Matthew Paul Way	2.000%	2.000%	1	P-52A & P-52B/Y-52/D-52/E-52
53	147 Matthew Paul Way	2.000%	2.000%	1	P-53A & P-53B/Y-53/D-53/E-53
54	149 Matthew Paul Way	2.000%	2.000%	1	P-54A & P-54B/Y-54/D-54/E-54

TOTALS		100.00%	100.00%	50	
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PLAT AND PLANS
(Declaration Schedule A-3)

PLAT NO. 2010-S9

2010-045102-0

ADDING UNITS 33 THROUGH 38
TO
WHISPERWOOD SQUARE
ANCHORAGE RECORDING DISTRICT



WHISPERWOOD SQUARE PHASE 10 A COMMON INTEREST COMMUNITY

THE BOARD OF DIRECTORS OF THE DEVELOPER, WHISPERWOOD SQUARE, INC., HEREBY CERTIFIES THAT THE FOLLOWING IS A TRUE AND CORRECT COPY OF THE DEEDS, PLATS, AND RECORDS OF THE PROJECT, AS THEY APPEAR IN THE PUBLIC RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA.

WITNESSED MY HAND AND SEAL OF OFFICE, THIS 10th DAY OF MAY, 2010.

By: *[Signature]*
President

By: *[Signature]*
Secretary

By: *[Signature]*
Treasurer

By: *[Signature]*
Attorney-in-Fact

By: *[Signature]*
Attorney-in-Fact

By: *[Signature]*
Attorney-in-Fact

By: *[Signature]*
Attorney-in-Fact

By: *[Signature]*
Attorney-in-Fact

By: *[Signature]*
Attorney-in-Fact

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Attorney-in-Fact

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Attorney-in-Fact

By: *[Signature]*
Attorney-in-Fact

By: *[Signature]*
Attorney-in-Fact

By: *[Signature]*
Attorney-in-Fact

UNIT DETAILS
Unit 101

Unit 102

Unit 103

Unit 104

Unit 105

Unit 106

Unit 107

Unit 108

Unit 109

Unit 110

Unit 111

Unit 112

Unit 113

Unit 114

Unit 115

Unit 116

Unit 117

Unit 118

Unit 119

Unit 120

Unit 121

Unit 122

Unit 123

Unit 124

Unit 125

Unit 126

Unit 127

Unit 128

Unit 129

Unit 130

Unit 131

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Unit 156

Unit 157

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Unit 159

Unit 160

Unit 161

Unit 162

Unit 163

Unit 164

Unit 165

Unit 166

Unit 167

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Unit 169

Unit 170

Unit 171

Unit 172

Unit 173

Unit 174

Unit 175

Unit 176

Unit 177

Unit 178

Unit 179

Unit 180

Unit 181

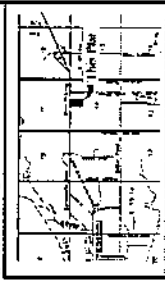
Unit 182

Unit 183

Unit 184

Unit 185

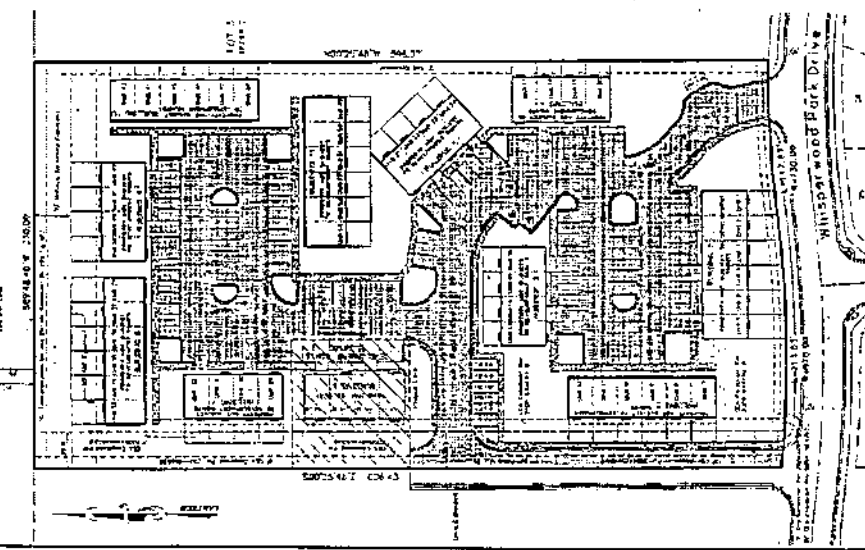
Sheet 1 of 3



Whisperwood Square Condominiums
PHASE 10
ADDING UNITS 31 THROUGH 38

Lantech
LANDTECH CONSTRUCTION, INC.
10000 WILLOW PARK DRIVE, SUITE 100
LOS ANGELES, CA 90024
(310) 551-1000
www.lantech.com

Glenn Highway Corridor



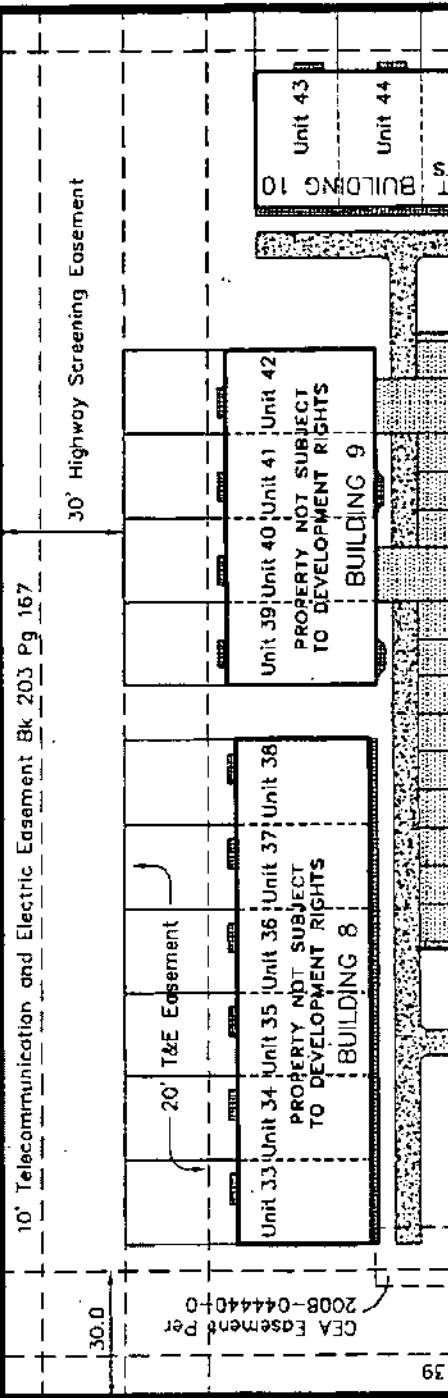
Glenn Highway Corridor
Whisperwood Square Condominiums
PHASE 10
ADDING UNITS 31 THROUGH 38

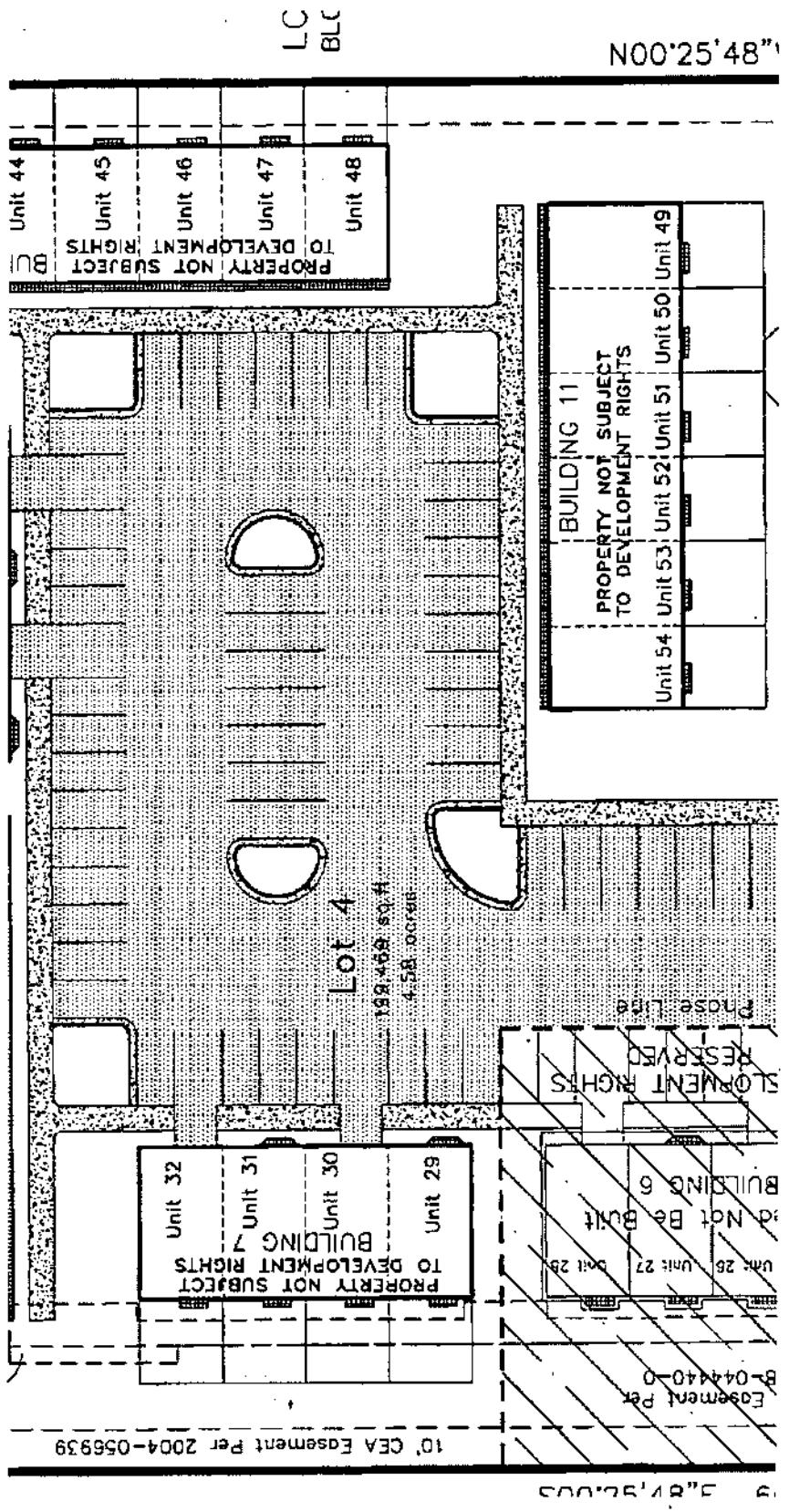
Glenn Highway Corridor

Centerline Frontage Road (Boundary Avenue)

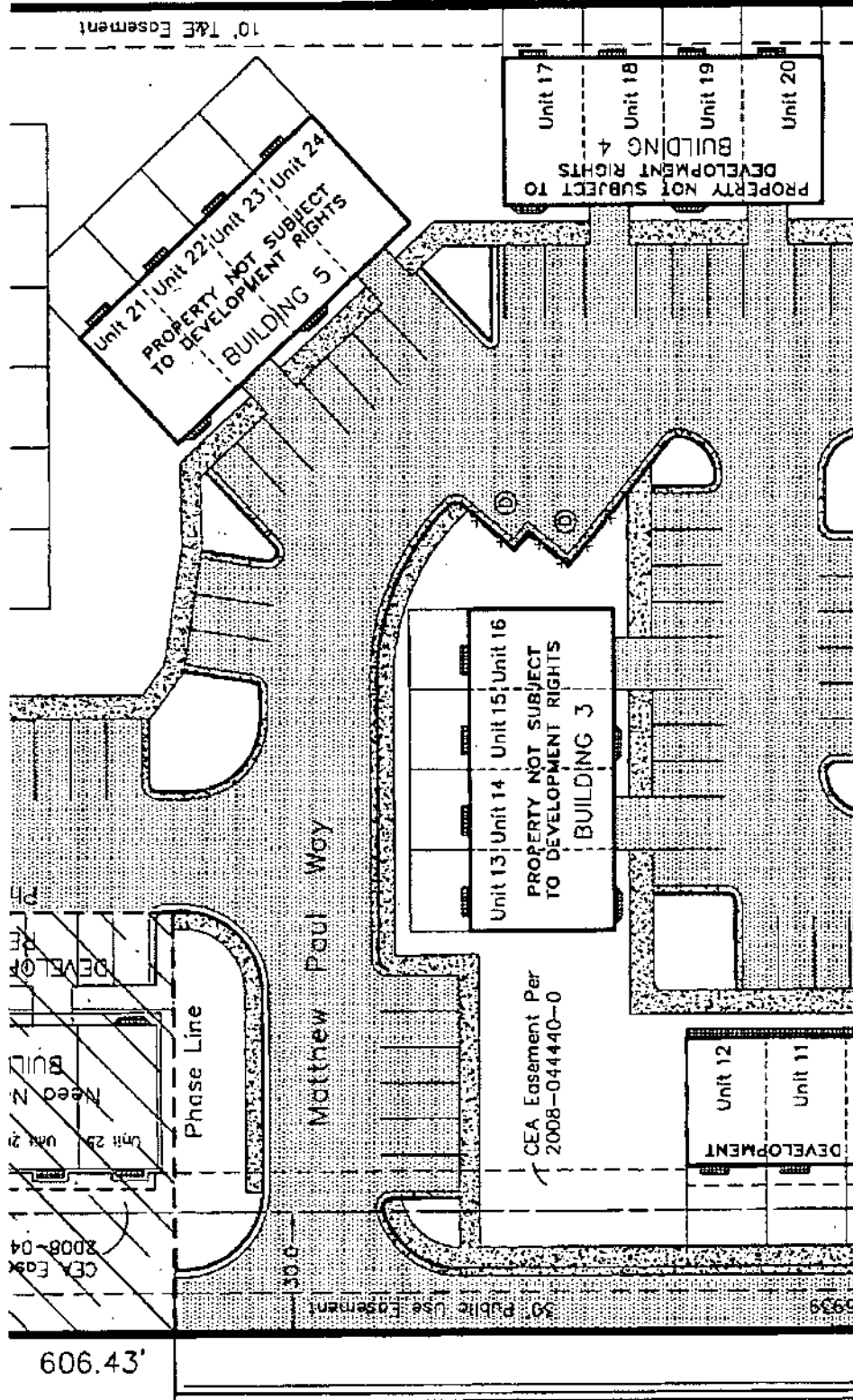
Section Line

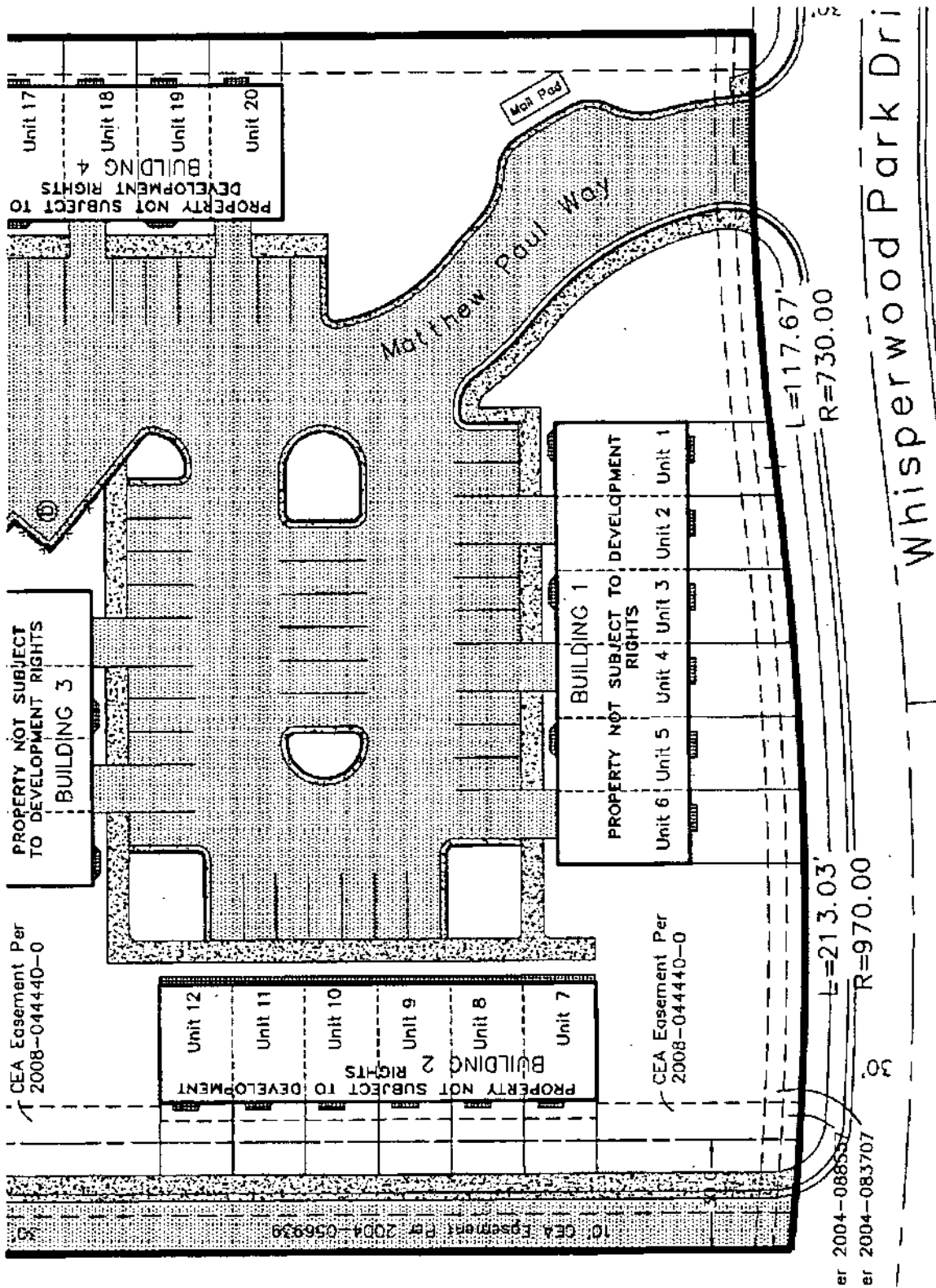
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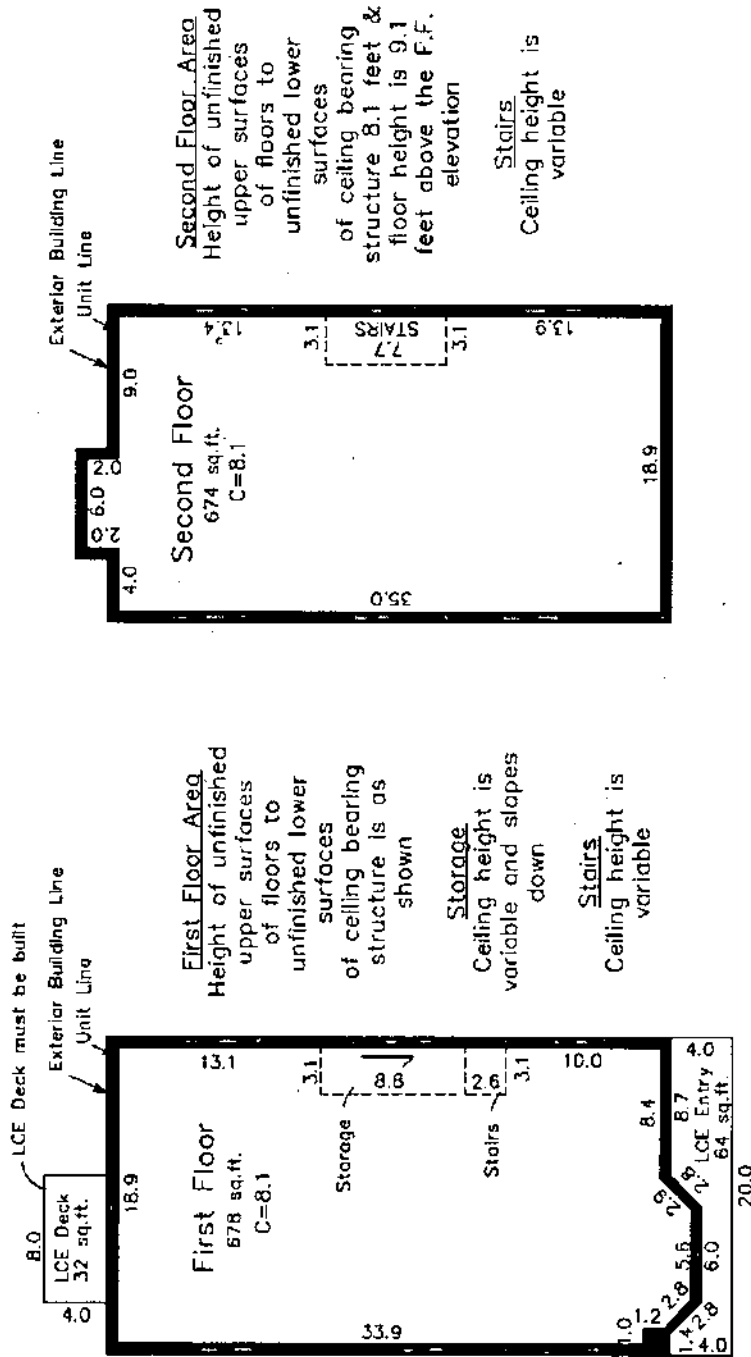
48"W 596.37'





Unit Details

Scale: 1"=10'

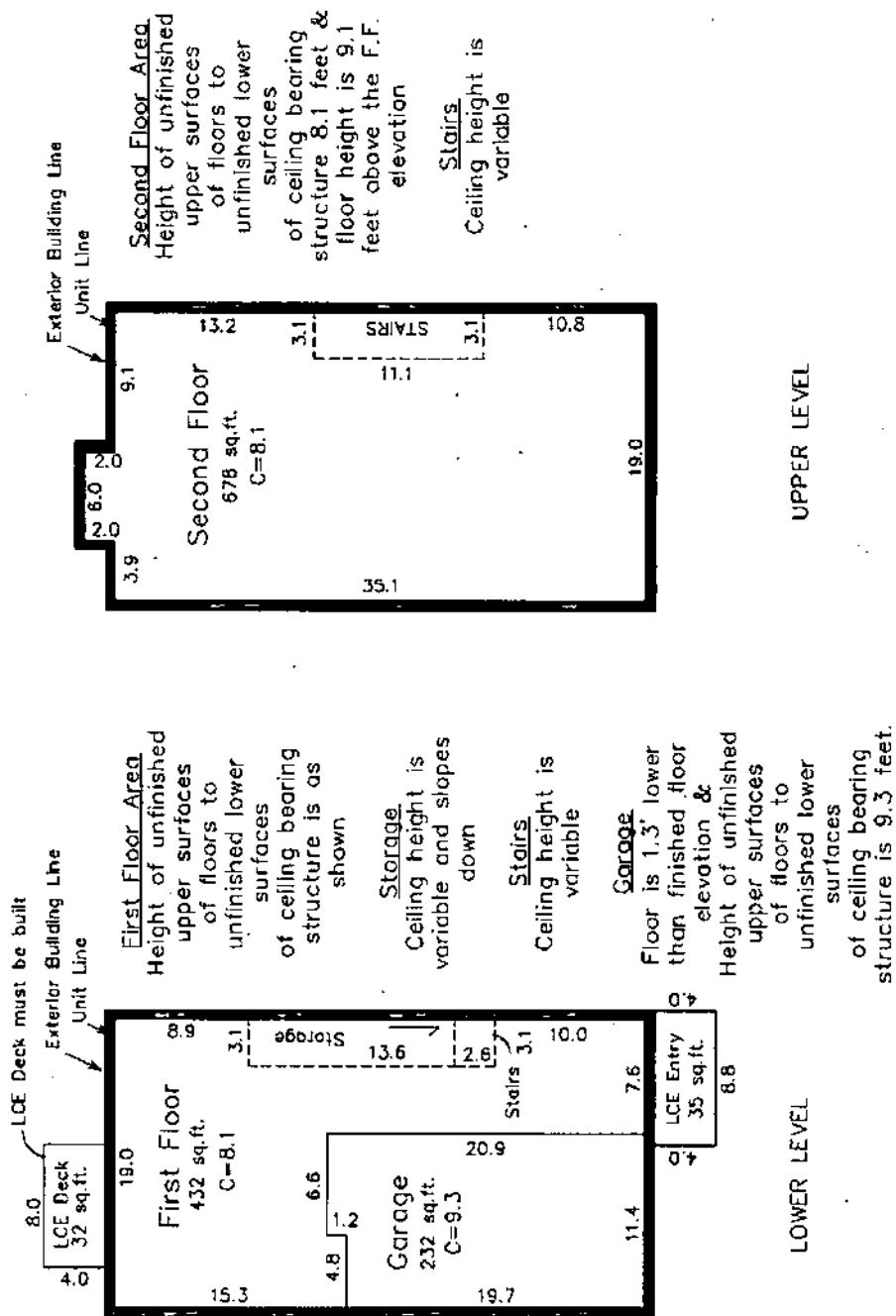


UPPER LEVEL

LOWER LEVEL

Units 1, 3, 5, 13, 15, 17, 19, 21, 23, 29, 31, 39 & 41





Units 2, 4, 6, 14, 16, 18, 20, 22, 24, 30, 32, 40 & 42

CERTIFICATE OF COMPLETION

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

I DO HEREBY CERTIFY THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS.

Anthony P. Hoffman 8-30-10
ANTHONY P. HOFFMAN, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 30 DAY OF August 2010.

FOR: ANTHONY P. HOFFMAN

May 7, 2014
MY COMMISSION EXPIRES

Lina Brown
NOTARY PUBLIC

LINA BROWN
Notary Public, State of Alaska
Commission # 116401
My Commission Expires
May 07, 2014

SURVEYOR'S CERTIFICATE

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

I DO HEREBY CERTIFY THAT THIS PLAT AND PLANS ARE A TRUE AND CORRECT LAYOUT OF THE UNITS ACCURATELY SURVEYED TO DEPICT AN AS-BUILT SURVEY AND THAT THE INFORMATION REQUIRED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THE PLAT AND PLANS FILED HERewith. THE VERTICAL AND HORIZONTAL BOUNDARIES AND DIMENSIONS DEPICTED ON THE PLANS ARE REPRODUCED DIRECTLY FROM ACTUAL CONSTRUCTION DRAWINGS AND ACCORDINGLY ARE NOT INCLUDED IN THIS CERTIFICATION.

Anthony P. Hoffman 8-30-10
ANTHONY P. HOFFMAN, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503



BENEFICIARY:

FIRST NATIONAL BANK ALASKA

STACY TOMLIN / VP
AUTHORIZED SIGNER/POSITION

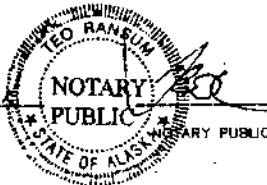
NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 8TH DAY OF SEPT 2010.

FOR:

APRIL 12, 2015

MY COMMISSION EXPIRES



OWNER'S CERTIFICATE

THE UNDERSIGNED, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOT 4, BLOCK 2, WHISPERWOOD SUBDIVISION PHASE 1 (PLAT 2004-122), LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA, ANCHORAGE RECORDING DISTRICT.

THE UNDERSIGNED AS DECLARANT UNDER THAT CERTAIN DECLARATION OF WHISPERWOOD SQUARE, RECORDED ON THE 9TH DAY OF FEBRUARY, 2009, AT SERIAL RECORDING NO. 2009-007721-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AS AMENDED BY AMENDMENT NO. 1 TO THE DECLARATION RECORDED ON THE 3RD DAY OF APRIL, 2009, AT SERIAL NO. 2009-021323-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 2 TO THE DECLARATION RECORDED ON THE 19TH DAY OF MAY, 2009, AT SERIAL NO. 2009-033180-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 3 TO THE DECLARATION RECORDED ON THE 9TH DAY OF JUNE, 2009, AT SERIAL NO. 2009-038442-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 4 TO THE DECLARATION RECORDED ON THE 10TH DAY OF AUGUST, 2009, AT SERIAL NO. 2009-053155-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 5 TO THE DECLARATION RECORDED ON THE 17TH DAY OF SEPTEMBER, 2009, AT SERIAL NO. 2009-060583-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 6 TO THE DECLARATION RECORDED ON THE 22ND DAY OF JANUARY, 2010, AT SERIAL NO. 2010-003353-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA AND AS AMENDED BY AMENDMENT NO. 7 TO THE DECLARATION RECORDED ON THE 13TH DAY OF APRIL, 2010, AT SERIAL NO. 2010-016824-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 8 TO THE DECLARATION RECORDED ON THE 2ND DAY OF AUGUST, 2010, AT SERIAL NO. 2010-037107-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA ("DECLARATION"), PURSUANT TO SECTION 34.08.100 OF THE ALASKA COMMON INTEREST OWNERSHIP ACT DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT THE CREATION OF THE UNITS AND COMMON ELEMENTS AS SHOWN HEREIN.

Matthew P. Michetti
OWNER: MATTHEW P. MICHETTI, VICE PRESIDENT
HULTQUIST HOMES INC.
380 EAST 100TH AVENUE
ANCHORAGE, AK 99515

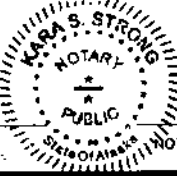
NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 7TH DAY OF September 2010.

FOR: MATTHEW P. MICHETTI

3-15-14

MY COMMISSION EXPIRES



Kara S. Strong

NOTARY PUBLIC



WHISPERWOOD SQUARE PHASE 10

A COMMON INTEREST COMMUNITY

NOTES:

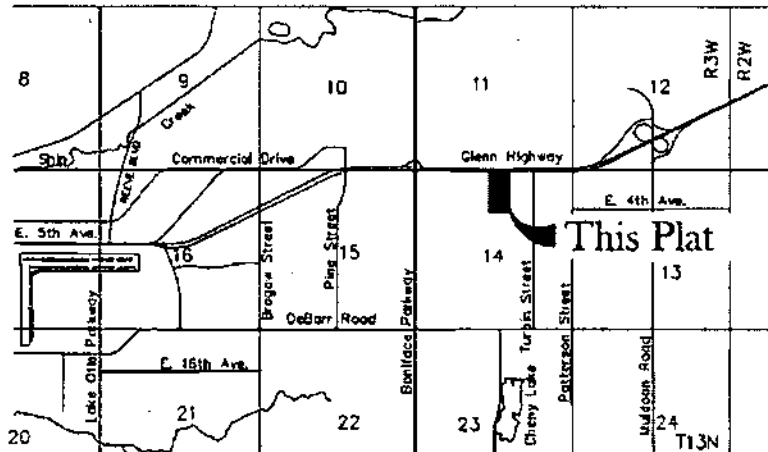
1. ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND DECIMAL PORTIONS OF FEET.
2. ALL BUILDING TIES ARE AT 90° TO THE PROPERTY LINES UNLESS OTHERWISE NOTED.
3. ELEVATION DATUM FOR THE BUILDINGS IS GREATER ANCHORAGE AREA BOROUGH, POST QUAKE, U.S. GEODETIC SURVEY, MEAN SEA LEVEL OF 1972.
4. EACH UNIT IS DESIGNATED BY A NUMBER INDICATING THE DESIGNATION OF THE UNIT WITHIN THE PROJECT (i.e. UNIT 2).
5. THIS PROJECT IS LOCATED ON LOTS 4, BLOCK 2, WHISPERWOOD SUBDIVISION PHASE 1, LOCATED WITHIN THE NW 1/4, NE 1/4, SEC. 14, T13N, R3W, S.M. ALASKA, ANCHORAGE RECORDING DISTRICT, PLAT 2004-122.
6. THE CONDOMINIUM DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE "COMMON INTEREST OWNERSHIP ACT", ALASKA STATUTE 34.08.
7. AREAS OUTSIDE OF UNIT BOUNDARIES AND LIMITED COMMON ELEMENTS, AS SPECIFIED IN THE DECLARATION, ARE COMMON ELEMENTS.
8. CERTAIN IMPROVEMENTS WHICH MAY BE BUILT BY DECLARANT AS PART OF ITS SPECIAL DECLARANT RIGHTS, IN ADDITION TO BUILDINGS AND IMPROVEMENTS SHOWN, MAY INCLUDE ROADS, PAVEMENT AND CURBS, STREET LIGHTING, RETAINING WALLS, DRAINAGE SYSTEMS, GRADING, LANDSCAPING, PLANTS, SHRUBS AND TREES, FENCES, SIGNS, PIPES, DUCTS, CABLES, UTILITY WAYS, INFRASTRUCTURE, AND ACCESSORY OR RELATED STRUCTURES AND FIXTURES AND IMPROVEMENTS WHICH ARE REQUIRED BY APPROPRIATE GOVERNMENTAL AUTHORITIES, OR UTILITY COMPANIES, OR WHICH WILL ENHANCE THE COMMUNITY IN THE DISCRETION OF THE DECLARANT. THE IMPROVEMENTS "NEED NOT BE BUILT" IN ANY PARTICULAR ORDER OR AT ANY PARTICULAR LOCATION IN THE PROPERTY AND WILL HAVE DIMENSIONS CONSISTENT WITH THEIR PURPOSES. PLEASE REFER TO ARTICLE VII OF THE DECLARATION OF LIMITATIONS AND RESERVATIONS FOR THESE RIGHTS.
9. UNIT BOUNDARIES SHOWN ON THIS SHEET ARE ACTUAL UNIT BOUNDARIES PER DEFINITION OF UNIT IN ARTICLE IV OF THE DECLARATION.
10. DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
11. AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 189,494 S.F.
12. DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e. 12'-0" = 12.00')



10. DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
11. AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 189,494 S.F.
12. DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e. 4' = 4.00')
13. FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED ON THE 9TH DAY OF FEBRUARY, 2009, AT SERIAL RECORDING NO. 2009-007721-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
14. IMPROVEMENTS WITHIN AREAS DESIGNATED AS PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS MUST BE BUILT SUBJECT TO SPECIAL DECLARANT RIGHTS RESERVED IN ARTICLE VI OF THE DECLARATION.
15. EACH UNIT HAS LIMITED COMMON ELEMENT PARKING SPACE (i.e. P-5A, P-5B etc).
16. EACH UNIT HAS A LIMITED COMMON ELEMENT YARD (i.e. Y-5).
17. THERE ARE RIGHT OF WAY EASEMENTS, INCLUDING TERMS AND PROVISIONS THEREOF, GRANTED TO CHUGACH ELECTRIC ASSOCIATION, INC. AND ITS ASSIGNS AND/OR SUCCESSORS IN INTEREST, TO CONSTRUCT, OPERATE AND MAINTAIN AN ELECTRIC TRANSMISSION AND/OR TELEPHONE DISTRIBUTION LINE OR SYSTEM BY INSTRUMENTS RECORDED AUGUST 2, 1952, BOOK 78 PAGE 56, AND RECORDED JUNE 17, 1971, MISC BOOK 203 PAGE 167. THESE ARE BLANKET EASEMENTS THAT AFFECT LOT 4, AND ARE NOT PLOTTED HEREON.
18. THERE IS A RESERVATION OF ALL OIL, GAS AND MINERAL RIGHTS TOGETHER WITH THE RIGHT TO REMOVE SAME BELOW A DISTANCE OF 250 FEET BELOW THE SURFACE WITHOUT DAMAGING OR DISTURBING THE SURFACE OR SURFACE IMPROVEMENTS, AS RESERVED IN WARRANTY DEED, RECORDED DECEMBER 3 2003, AS INSTRUMENT NO. 2003-125834-0. THIS RESERVATION AFFECTS LOT 4, AND IS NOT PLOTTED HEREON.
19. SANITARY SEWER MAIN EXTENSION AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, BY AND BETWEEN THE MUNICIPALITY OF ANCHORAGE AND WHITE RAVEN DEVELOPMENT, INC., RECORDED FEBRUARY 24, 2004, AS INSTRUMENT NO. 2004-011706-0 AND AMENDED BY INSTRUMENT RECORDED MAY 23, 2005 AS INSTRUMENT NO. 2005-033821-0 AFFECTS THIS PROPERTY, AND IS NOT PLOTTED HEREON.
20. WATER MAIN EXTENSION AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, BY AND BETWEEN THE MUNICIPALITY OF ANCHORAGE AND WHITE RAVEN DEVELOPMENT, INC. RECORDED FEBRUARY 24, 2004, AS INSTRUMENT NO. 2004-011707-0 AND AMENDED BY INSTRUMENT RECORDED MAY 23, 2005 AS INSTRUMENT NO. 2005-033820-0 AFFECTS THIS PROPERTY, AND IS NOT PLOTTED HEREON.
21. THERE IS A BLANKET EASEMENT FOR NATURAL GAS PIPELINES AND APPURTENANCES THERETO GRANTED TO ENSTAR NATURAL GAS COMPANY, A DIVISION OF SEMCO ENERGY, INC., RECORDED AUGUST 19, 2008 AS INSTRUMENT NO. 2008-047342-0.



Sheet 1 of 3



Vicinity Map Scale: 1" = 1 Mile

A CONDOMINIUM PLAT OF:

Whisperwood Square Condominiums

PHASE 10

ADDING UNITS 33 THROUGH 38

Located on:

Lot 4, Block 2, Whisperwood Subdivision Phase 1 (Plat Number 2004-122), Located Within the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 14, Township 13 North, Range 3 West, Seward Meridian, Anchorage Recording District, Alaska.

Lantech

LAND & CONSTRUCTION SURVEYORS*AUTOCAD
440 W BENSON BLVD, SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)

PLANNERS
ENGINEERS
email: mail@lantechi.com

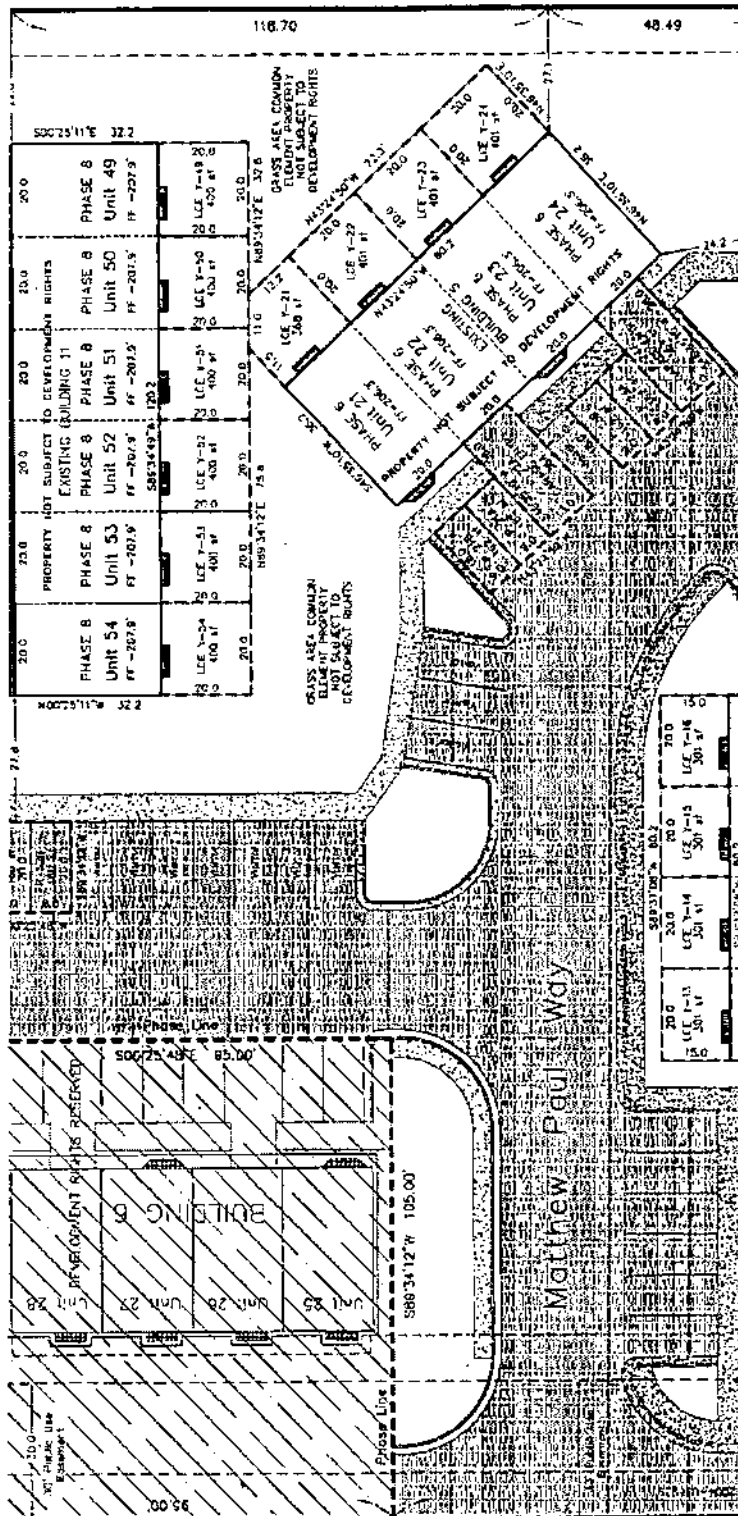
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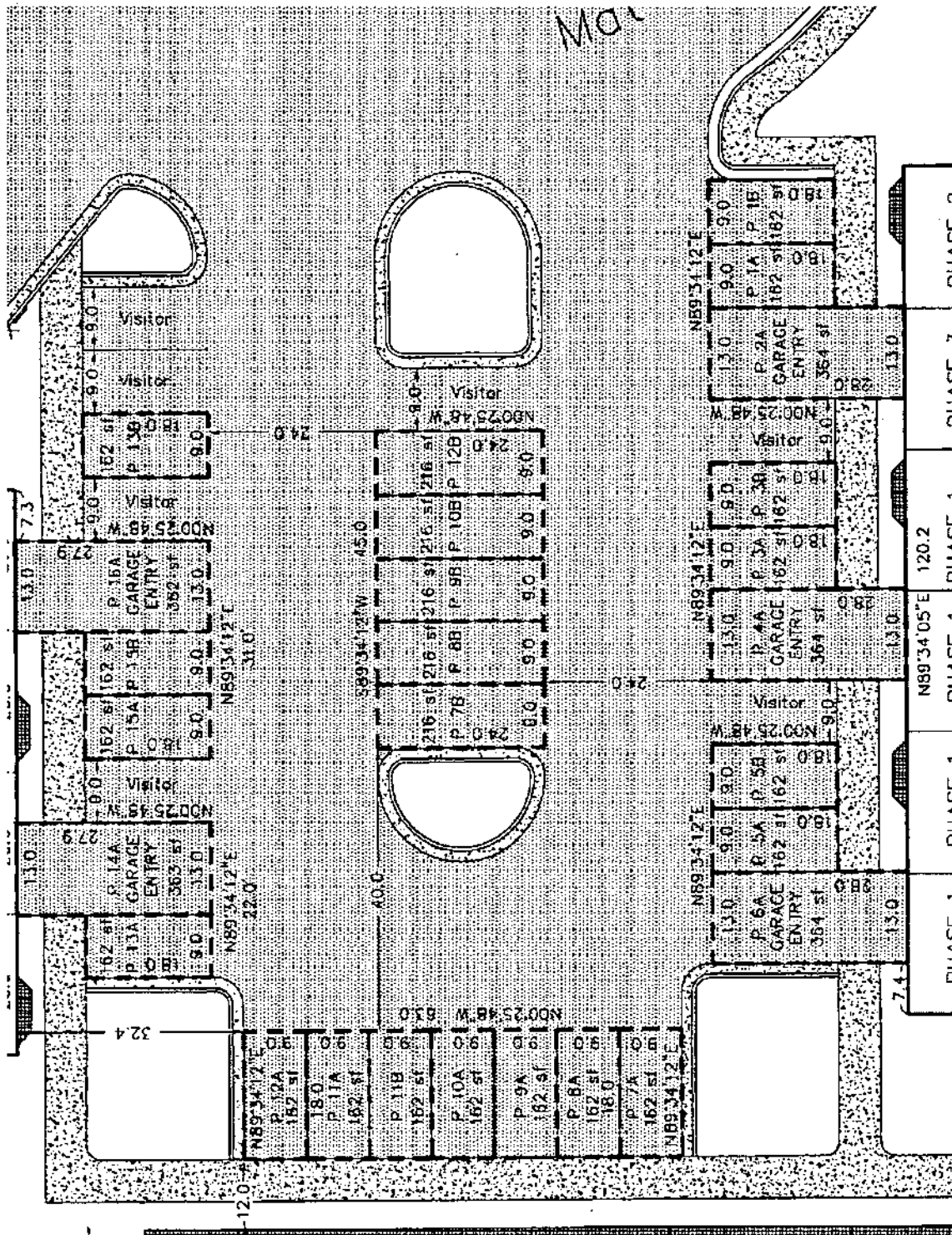


26 of 40

2010-045103-0

N00°25'48"W 596.37'





WHISPERWOOD SQUARE

PHASE 10

A COMMON INTEREST COMMUNITY

Unit Numbers	Finished Floor Elevations	Addresses	Total LCE Area *
UNIT 1	205.9'	198 Matthew Paul Way	853 s.f.
UNIT 2	206.9'	196 Matthew Paul Way	920 s.f.
UNIT 3	205.9'	194 Matthew Paul Way	948 s.f.
UNIT 4	206.9'	192 Matthew Paul Way	990 s.f.
UNIT 5	206.9'	190 Matthew Paul Way	1001 s.f.
UNIT 6	206.9'	188 Matthew Paul Way	1026 s.f.
UNIT 7	208.0'	186 Matthew Paul Way	883 s.f.
UNIT 8	208.0'	184 Matthew Paul Way	883 s.f.
UNIT 9	208.0'	182 Matthew Paul Way	883 s.f.
UNIT 10	208.0'	180 Matthew Paul Way	883 s.f.
UNIT 11	208.0'	178 Matthew Paul Way	829 s.f.
UNIT 12	208.0'	176 Matthew Paul Way	883 s.f.
UNIT 13	206.8'	174 Matthew Paul Way	689 s.f.
UNIT 14	206.8'	172 Matthew Paul Way	699 s.f.
UNIT 15	206.8'	170 Matthew Paul Way	689 s.f.
UNIT 16	206.8'	168 Matthew Paul Way	698 s.f.
UNIT 17	205.9'	173 Matthew Paul Way	690 s.f.
UNIT 18	205.9'	175 Matthew Paul Way	665 s.f.
UNIT 19	205.9'	177 Matthew Paul Way	554 s.f.
UNIT 20	205.9'	179 Matthew Paul Way	685 s.f.
UNIT 21	206.3'	161 Matthew Paul Way	756 s.f.
UNIT 22	206.3'	163 Matthew Paul Way	800 s.f.
UNIT 23	206.3'	165 Matthew Paul Way	789 s.f.
UNIT 24	206.3'	167 Matthew Paul Way	800 s.f.
UNIT 29	206.3'	138 Matthew Paul Way	788 s.f.
UNIT 30	206.3'	136 Matthew Paul Way	768 s.f.
UNIT 31	206.3'	134 Matthew Paul Way	788 s.f.
UNIT 32	206.3'	132 Matthew Paul Way	741 s.f.
UNIT 33	206.3'	101 Matthew Paul Way	969 s.f.
UNIT 34	206.3'	103 Matthew Paul Way	1022 s.f.
UNIT 35	206.3'	105 Matthew Paul Way	1021 s.f.
UNIT 36	206.3'	107 Matthew Paul Way	1019 s.f.
UNIT 37	206.3'	109 Matthew Paul Way	964 s.f.
UNIT 38	206.3'	111 Matthew Paul Way	963 s.f.
UNIT 39	207.2'	115 Matthew Paul Way	879 s.f.
UNIT 40	207.2'	117 Matthew Paul Way	888 s.f.
UNIT 41	207.2'	119 Matthew Paul Way	876 s.f.
UNIT 42	207.2'	121 Matthew Paul Way	885 s.f.
UNIT 43	207.8'	125 Matthew Paul Way	782 s.f.
UNIT 44	207.8'	127 Matthew Paul Way	781 s.f.
UNIT 45	207.8'	129 Matthew Paul Way	780 s.f.
UNIT 46	207.8'	131 Matthew Paul Way	780 s.f.
UNIT 47	207.8'	133 Matthew Paul Way	725 s.f.
UNIT 48	207.8'	135 Matthew Paul Way	724 s.f.
UNIT 49	207.9'	139 Matthew Paul Way	828 s.f.
UNIT 50	207.9'	141 Matthew Paul Way	828 s.f.
UNIT 51	207.9'	143 Matthew Paul Way	846 s.f.
UNIT 52	207.9'	145 Matthew Paul Way	846 s.f.
UNIT 53	207.9'	147 Matthew Paul Way	828 s.f.
UNIT 54	207.9'	149 Matthew Paul Way	828 s.f.

* TOTAL LCE AREA INCLUDES LCE PARKING, LCE YARD, AND LCE ENTRANCE OF THE UNIT. THE LCE REAR DECK IS INCLUDED IN THE LCE YARD AREA.

Sheet 2 of 3



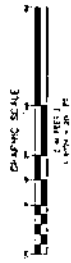
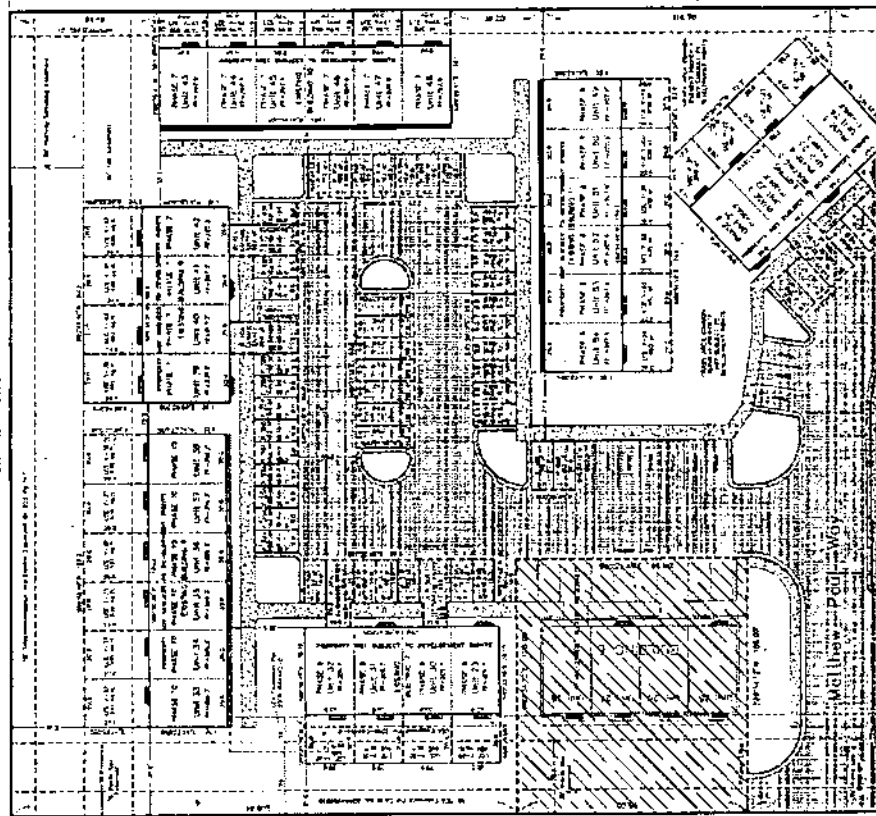
32 of 40
2010-045103-0

Glenn Highway Corridor

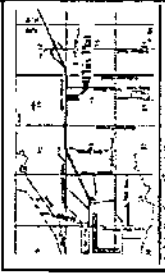
Centerline Frontage Road (Boundary Avenue)

WHISPERWOOD SQUARE
PHASE 10
A COMMUNITY IN THE CITY OF CHANDLER

254' x 60' = 230' 00"



Sheet 3 of 3

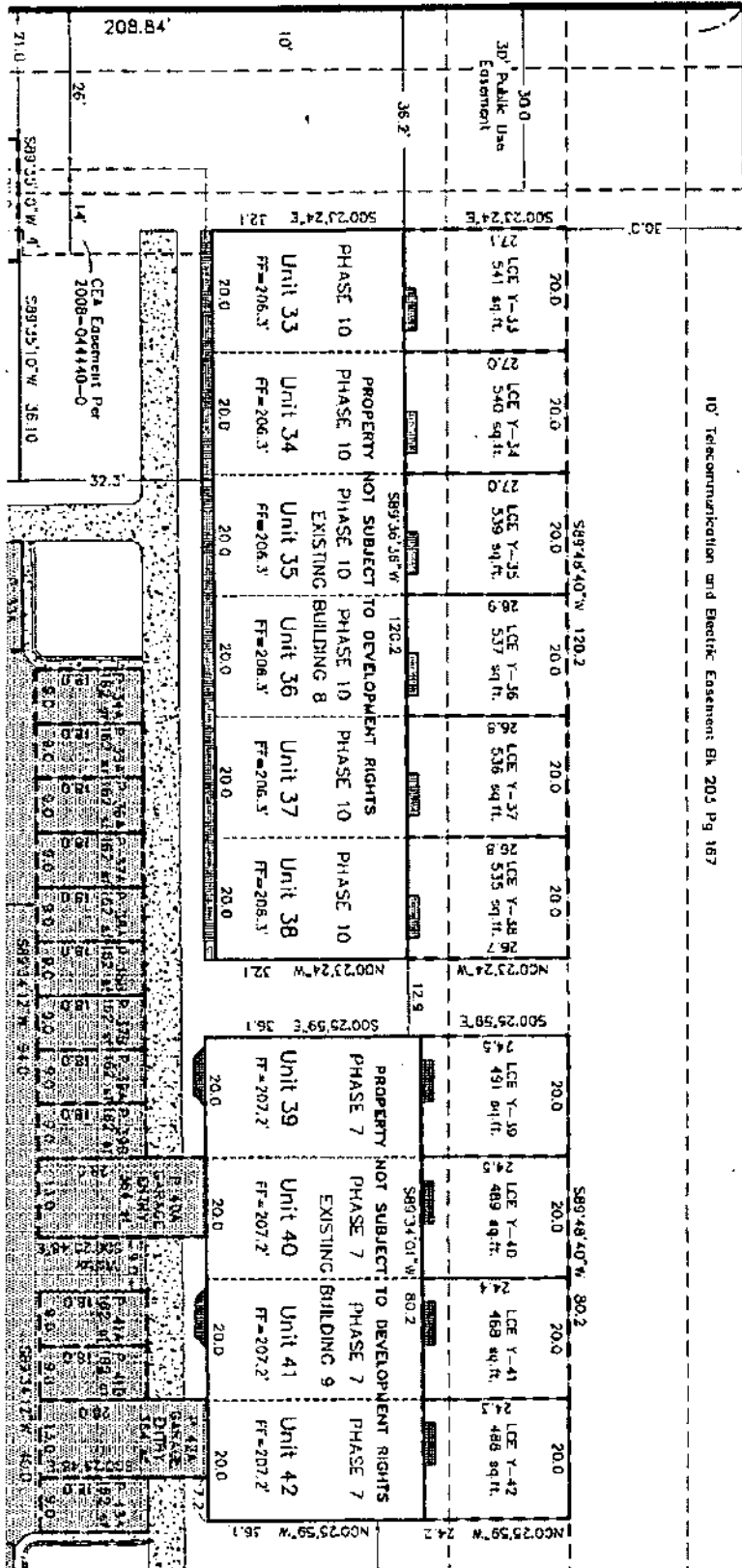


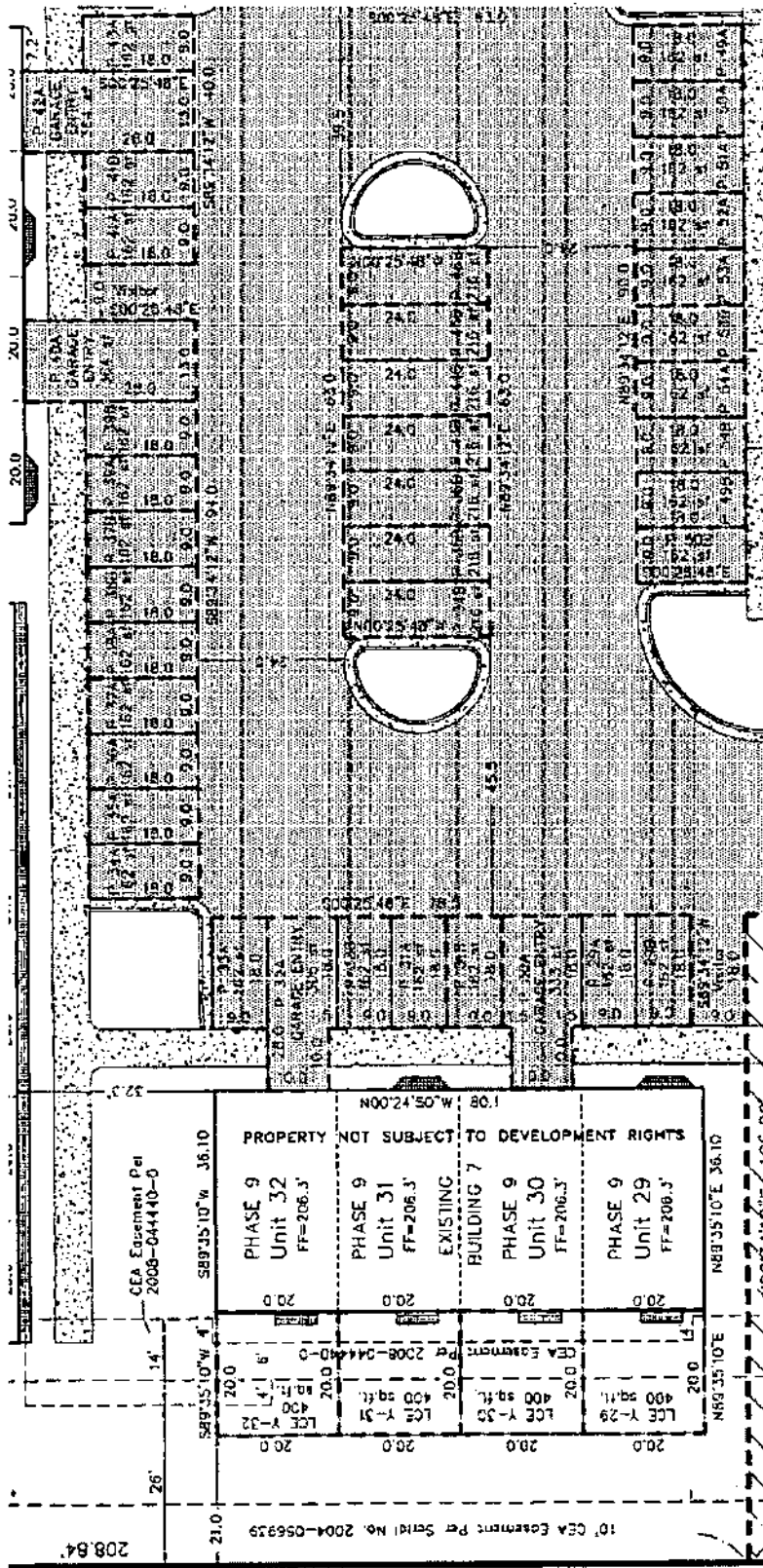
Whisperwood Square Condominiums
PHASE 10
ADDING UNITS 33 THROUGH 38

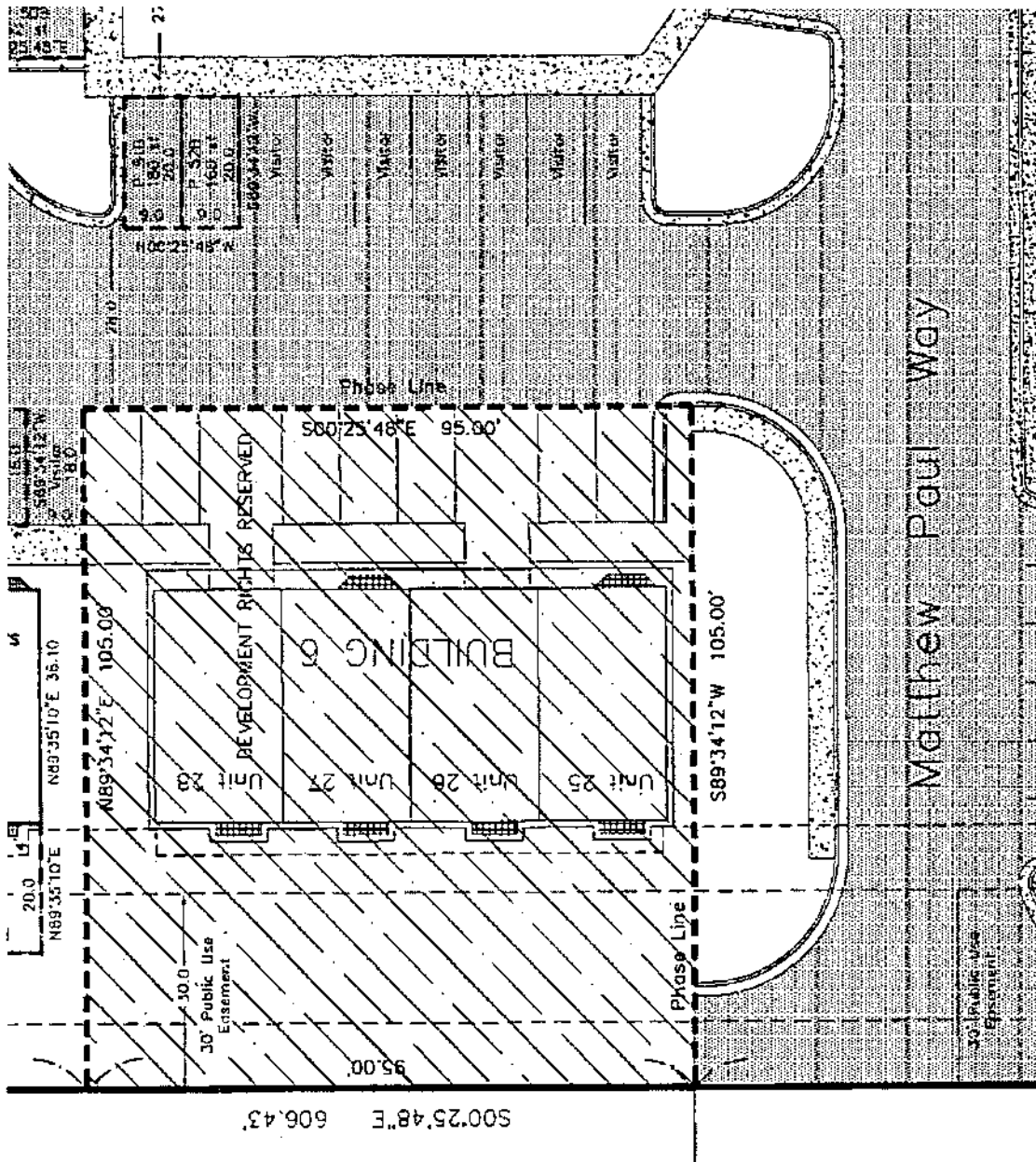
Lot 1
8798.5

Legend
 1. Existing Building Footprint
 2. Existing Parking Space
 3. Existing Driveway
 4. Existing Street
 5. Existing Right-of-Way
 6. Existing Easement
 7. Existing Utility
 8. Existing Fence
 9. Existing Wall
 10. Existing Gate
 11. Existing Gate Post
 12. Existing Gate Latch
 13. Existing Gate Lock
 14. Existing Gate Handle
 15. Existing Gate Chain
 16. Existing Gate Bolt
 17. Existing Gate Pin
 18. Existing Gate Nut
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2010-050251-0

Recording Dist: 301 - Anchorage

10/1/2010 1:55 PM Pages: 1 of 52



AMENDMENT NO. 10 TO DECLARATION
OF
WHISPERWOOD SQUARE
EXERCISING DEVELOPMENT RIGHTS
ADDING UNITS 25 THROUGH 28

AFTER RECORDATION RETURN TO:

James H. McCollum
Law Offices of James H. McCollum, LLC
510 L Street, Ste. 740
Anchorage, Alaska 99501

AMENDMENT NO. 10 TO
DECLARATION
OF
WHISPERWOOD SQUARE
EXERCISING DEVELOPMENT RIGHTS
ADDING UNITS 25 THROUGH 28

Hultquist Homes, Inc., an Alaska corporation, with an office at 351 E. 104th Avenue, Suite 100, Anchorage, Alaska 99515, "Declarant" under that certain Declaration for Whisperwood Square, recorded on the 9th day of February, 2009, at Serial No. 2009-007721-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 1 to the Declaration recorded on the 3rd day of April, 2009, at Serial No. 2009-021323-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 2 to the Declaration recorded on the 19th day of May, 2009, at Serial No. 2009-033180-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 3 to the Declaration recorded on the 9th day of June, 2009, at Serial No. 2009-038442-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 4 to the Declaration recorded on the 10th day of August, 2009, at Serial No. 2009-053155-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 5 to the Declaration recorded on the 17th day of September, 2009, at Serial No. 2009-060583-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 6 to the Declaration recorded on the 22nd day of January, 2010, at Serial No. 2010-003353-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 7 to the Declaration recorded on the 13th day of April, 2010, at Serial No. 2010-016824-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 8 to the Declaration recorded on the 2nd day of August, 2010, at Serial No. 2010-037107-0 in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 9 to the Declaration recorded on the 9th day of September, 2010, at Serial No. 2010-045103-0 in the Anchorage Recording District, Third Judicial District, State of Alaska ("Declaration") pursuant to Section 34.08.180 of the Alaska Uniform Common Interest Ownership Act, and pursuant to reservations of Development Rights reserved pursuant to Section 34.08.130(a) (8) of the Act and Article VII of the Declaration, does hereby amend the Declaration and does hereby declare:

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

ARTICLE II. Schedule A-2, Table of Interests, attached hereto, adding four (4) units being Units 25 through 28, together with their appurtenant Limited Common Elements, and interests is substituted for the current Schedule A-2 of the Declaration which is declared null and void.



72 ARTICLE III. Schedule A-3, Plat, attached hereto and filed under Plat No. 2010-
by reflecting the addition Units 25 through 28 and Limited Common Elements on that portion of the
Property shown on the Plat as "Property Not Subject to Development Rights."

ARTICLE IV. All Development Rights under the Declaration are hereby declared
terminated. Limited Common Elements depicted on Schedule A-3 hereto are hereby assigned as
appurtenant to the Units indicated. Those Limited Common Elements described in Article V and not
otherwise depicted on Schedule A-3 hereto are hereby assigned to their appurtenant Units as applicable.

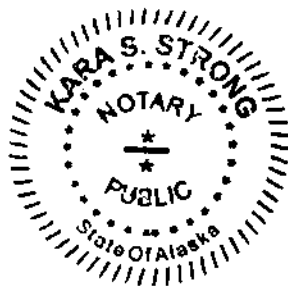
DECLARANT: HULTQUIST HOMES, INC.

By: [Signature]
Matthew Michetti
Its: Vice President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 29th day of September, 2010,
before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn,
personally appeared **MATTHEW MICHETTI, VICE PRESIDENT OF HULTQUIST HOMES,**
INC who is personally known to me to be the signer of this instrument and he acknowledged that he
signed it.

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



Kara S. Strong
Notary Public in and for Alaska
My Commission Expires: 3-18-14

Place Notary Seal Above this line and do not encroach
into 1" margin perimeters

AMENDMENT NO. 10 TO
DECLARATION OF WHISPERWOOD SQUARE
H4091\10\AMD10

Page 3



3 of 52

2010-050251-0

APPROVAL OF LENDER

The undersigned, beneficiary under the following Deeds of Trust;

1. Deed of Trust recorded on the 24th day of November, 2008 under Serial Number 2008-064845-0, in the Anchorage Recording District, Third Judicial District, State of Alaska; and

2. Construction Deed of Trust recorded on the 27th day of July, 2009 under Serial Number 2009-049595-0;

approves the foregoing Amendment No. 10 to the Declaration of Whisperwood Square, and the undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under said Deeds of Trust, shall not render void or otherwise impair the validity of the Amendment No. 10 to the Declaration and the covenants running with the land described in the Declaration.

DATED this 30TH day of SEPTEMBER, 2010.

FIRST NATIONAL BANK ALASKA

By: _____

Stacy Tomuro

Its: Vice President

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 30TH day of SEPTEMBER, 2010, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **STACY TOMURO**, to me known and known to me to be the **VICE PRESIDENT OF FIRST NATIONAL BANK ALASKA**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

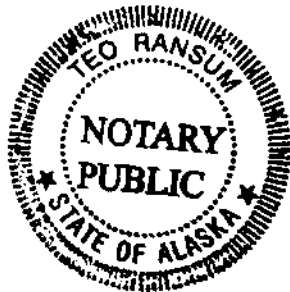


WITNESS my hand and official seal on the day and year in this certificate first above written.



Notary Public in and for Alaska

My Commission Expires: 4/12/2011



Place Notary Seal Above this line and do not encroach into the 1" margin perimeters.



DESCRIPTION OF COMMON INTEREST COMMUNITY

(Declaration Schedule A-1)



SCHEDULE A-1

DESCRIPTION OF COMMON INTEREST COMMUNITY

Lot 4, Block 2, WHISPERWOOD SUBDIVISION – PHASE 1, according to the official plat thereof, filed under Plat No. 2004-122 records of the Anchorage Recording District, State of Alaska, shown on the Plat as “Property Not Subject to Development Rights.”

ENCUMBRANCES AFFECTING THE COMMON INTEREST COMMUNITY

1. Reservations and exceptions as contained in the U.S. Patent.
2. Taxes and assessments, if any, due the Municipality of Anchorage.
3. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 2nd day of August 1952 in Book 78, Page 56 (Blanket Easement).
4. Right of Way Easement, including terms and provisions thereof, granted to CITY OF ANCHORAGE., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 17th day of June, 1971 in Miscellaneous Book 203, Page 167 (Blanket Easement).
5. Notice of Zoning Action, including the terms and provisions thereof, recorded on the 12th day of January, 1002 in Book 3752, Page 265.
6. Reservation of all oil, gas and mineral rights together with the right to remove same below a distance of 250 feet below the surface without damaging or disturbing the surface or surface improvements as reserved in an instrument recorded on the 3rd day of December 2003, Instrument No. 2008-125834-0.



7. Sanitary Sewer Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded on the 24th day of February, 2004, under Instrument No. 2004-011706-0 and amended by instrument recorded on the 23rd day of May, 2005 under Instrument No. 2005-033821-0.
8. Water Main Extension Agreement, including the terms and provisions thereof, by and between the Municipality of Anchorage and White Raven Development, Inc., recorded on the 24th day of February, 2004, under Instrument No. 2004-011707-0 and amended by instrument recorded on the 23rd day of May, 2005 under Instrument No. 2005-033820-0.
9. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 2nd day of August 2004 under Instrument No. 2004-056939-0 (Affects the West 10 feet of said lot and other property).
10. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 4th day of November, 2004 under Instrument No. 2004-083707-0 (Affects the Southerly 10 feet of said lot and other property).
11. Easement for natural gas pipelines and appurtenances thereto granted to ENSTAR Natural Gas Company, a division of SEMCO Energy, Inc., recorded November 29, 2004, Instrument No. 2004-088557-0. (Affects: the South 5 feet of said Lot and other property)
12. Right of Way Easement, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution lien or system by instrument recorded on the 4th day of August, 2008 under Instrument No. 2008-044440-0 (See instrument for easement area).
13. Easement for natural gas pipelines and appurtenances thereto granted to ENSTAR Natural Gas Company, a division of SEMCO



Energy, Inc., recorded August 19, 2008, as Instrument No. 2008-047342-0. (Affects: Blanket easement as to said Lot)

14. Encroachment Permit, by and between Chugach Electric Association and Hultquist Homes, Inc., including the terms and provisions thereof, recorded on the 6th day of March, 2009, as Instrument No. 2009—13791, Anchorage Recording District, Third Judicial District, State of Alaska.



SCHEDULE A-2

TABLE OF INTERESTS

Building No. and Unit No. <u>Building</u> <u>No. 1</u>	Street Address	Percentage Share of Common Elements	Percentage Share of Common Elements	Vote in the Affairs of the Assoc.	Limited Common Element Parking Space* (P) Yard (Y) and Deck (D) Entry (E)
1	198 Matthew Paul Way	1.851%	1.851%	1	P-1A & P-1B/Y-1/D-1/E-1
2	196 Matthew Paul Way	1.851%	1.851%	1	P-2A/Y-2/D-2/E-2
3	194 Matthew Paul Way	1.851%	1.851%	1	P-3A & P-3B/Y-3/D-3/E-3
4	192 Matthew Paul Way	1.851%	1.851%	1	P-4A/Y-4/D-4/E-4
5	190 Matthew Paul Way	1.851%	1.851%	1	P-5A & P-5B/Y-5/D-5/E-5
6	188 Matthew Paul Way	1.851%	1.851%	1	P-6A/Y-6/D-6/E-6
<u>Building</u> <u>No. 2</u>					
7	186 Matthew Paul Way	1.851%	1.851%	1	P-7A & P-7B/Y-7/D-7/E-7
8	184 Matthew Paul Way	1.851%	1.851%	1	P-8A & P-8B/Y-8/D-8/E-8
9	182 Matthew Paul Way	1.851%	1.851%	1	P-9A & P-9B/Y-9/D-9/E-9
10	180 Matthew Paul Way	1.851%	1.851%	1	P-10A & P-10B/Y-10/D-10/E-10
11	178 Matthew Paul Way	1.851%	1.851%	1	P-11A & P-11B/Y-11/D-11/E-11
12	176 Matthew Paul Way	1.851%	1.851%	1	P-12A & P-12B/Y-12/D-12/E-12
<u>Building</u> <u>No. 3</u>					
13	174 Matthew Paul Way	1.851%	1.851%	1	P-13A & P-13B/Y-13/D-13/E-13
14	172 Matthew Paul Way	1.851%	1.851%	1	P-14A/Y-14/D-14/E-14
15	170 Matthew Paul Way	1.851%	1.851%	1	P-15A & P-15B/Y-15/D-15/E-15
16	168 Matthew Paul Way	1.851%	1.851%	1	P-16A/Y-16/D-16/E-16



**Building
No. 4**

17	173 Matthew Paul Way	1.851%	1.851%	1	P-17A & P-17B/Y-17/D-17/E-17
18	175 Matthew Paul Way	1.851%	1.851%	1	P-18A/Y-18/D-18/E-18
19	177 Matthew Paul Way	1.851%	1.851%	1	P-19A & P-19B/Y-19/D-19/E-19
20	179 Matthew Paul Way	1.851%	1.851%	1	P-20A/Y-20/D-20/E-20

**Building
No. 5**

21	161 Matthew Paul Way	1.851%	1.851%	1	P-21A & P-21B/Y-21/D-21/E-21
22	163 Matthew Paul Way	1.851%	1.851%	1	P-22A/Y-22/D-22/E-22
23	165 Matthew Paul Way	1.851%	1.851%	1	P-23A & P-23B/Y-23/D-23/E-23
24	167 Matthew Paul Way	1.851%	1.851%	1	P-24A/Y-24/D-24/E-24

**Building
No. 6**

25	156 Matthew Paul Way	1.851%	1.851%	1	P-25A & P-25B/Y-25/D-25/E-25
26	154 Matthew Paul Way	1.851%	1.851%	1	P-26A/Y-26/D-26/E-26
27	152 Matthew Paul Way	1.851%	1.851%	1	P-27A & P-27B/Y-27/D-27/E-27
28	150 Matthew Paul Way	1.851%	1.851%	1	P-28A/Y-28/D-28/E-28

**Building
No. 7**

29	138 Matthew Paul Way	1.851%	1.851%	1	P-29A & P-29B/Y-29/D-29/E-29
30	136 Matthew Paul Way	1.851%	1.851%	1	P-30A/Y-30/D-30/E-30
31	134 Matthew Paul Way	1.851%	1.851%	1	P-31A & P-31B/Y-31/D-31/E-31
32	132 Matthew Paul Way	1.851%	1.851%	1	P-32A/Y-32/D-32/E-32

**Building
No. 8**

33	101 Matthew Paul Way	1.851%	1.851%	1	P-33A & P-33B/Y-33/D-33/E-33
34	103 Matthew Paul Way	1.851%	1.851%	1	P-34A & P-34B/Y-34/D-34/E-34
35	105 Matthew Paul Way	1.851%	1.851%	1	P-35A & P-35B/Y-35/D-35/E-35
36	107 Matthew Paul Way	1.851%	1.851%	1	P-36A & P-36B/Y-36/D-36/E-36
37	109 Matthew Paul Way	1.851%	1.851%	1	P-37A & P-37B/Y-37/D-37/E-37



38	111 Matthew Paul Way	1.851%	1.851%	1	P-38A & P-38B/Y-38/D-38/E-38
<u>Building</u> <u>No. 9</u>					
39	115 Matthew Paul Way	1.851%	1.851%	1	P-39A & P-39B/Y-39/D-39/E-39
40	117 Matthew Paul Way	1.851%	1.851%	1	P-40A/Y-40/D-40/E-40
41	119 Matthew Paul Way	1.851%	1.851%	1	P-41A & P-41B/Y-41/D-41/E-41
42	121 Matthew Paul Way	1.851%	1.851%	1	P-42A/Y-42/D-42/E-42
<u>Building</u> <u>No. 10</u>					
43	125 Matthew Paul Way	1.851%	1.851%	1	P-43A & P-43B/Y-43/D-43/E-43
44	127 Matthew Paul Way	1.851%	1.851%	1	P-44A & P-44B/Y-44/D-44/E-44
45	129 Matthew Paul Way	1.851%	1.851%	1	P-45A & P-45B/Y-45/D-45/E-45
46	131 Matthew Paul Way	1.851%	1.851%	1	P-46A & P-46B/Y-46/D-46/E-46
47	133 Matthew Paul Way	1.851%	1.851%	1	P-47A & P-47B/Y-47/D-47/E-47
48	135 Matthew Paul Way	1.851%	1.851%	1	P-48A & P-48B/Y-48/D-48/E-48
<u>Building</u> <u>No. 11</u>					
49	139 Matthew Paul Way	1.851%	1.851%	1	P-49A & P-49B/Y-49/D-49/E-49
50	141 Matthew Paul Way	1.851%	1.851%	1	P-50A & P-50B/Y-50/D-50/E-50
51	143 Matthew Paul Way	1.851%	1.851%	1	P-51A & P-51B/Y-51/D-51/E-51
52	145 Matthew Paul Way	1.851%	1.851%	1	P-52A & P-52B/Y-52/D-52/E-52
53	147 Matthew Paul Way	1.851%	1.851%	1	P-53A & P-53B/Y-53/D-53/E-53
54	149 Matthew Paul Way	1.851%	1.851%	1	P-54A & P-54B/Y-54/D-54/E-54
TOTALS		100.00%	100.00%	54	



PLAT AND PLANS
(Declaration Schedule A-3)

PLAT NO. 72

SERIAL NUMBER 2010-050250-0

ADDING UNITS 25 THROUGH 28
TO
WHISPERWOOD SQUARE
ANCHORAGE RECORDING DISTRICT



Glenn Highway Corridor

Centerline Frontage Road (Boundary Avenue)

Section Line

S89°48'40"W 330.00'

10' Telecommunication and Electric Easement Bk 203 Pg 167

30' Highway Screening Easement

20' T&E Easement

Unit 33 Unit 34 Unit 35 Unit 36 Unit 37 Unit 38
PROPERTY NOT SUBJECT
TO DEVELOPMENT RIGHTS

BUILDING 8

Unit 39 Unit 40 Unit 41 Unit 42
PROPERTY NOT SUBJECT
TO DEVELOPMENT RIGHTS

BUILDING 9

Unit 43
BUILDING 10

Unit 44

CEA Easement Per
200B-044440-0

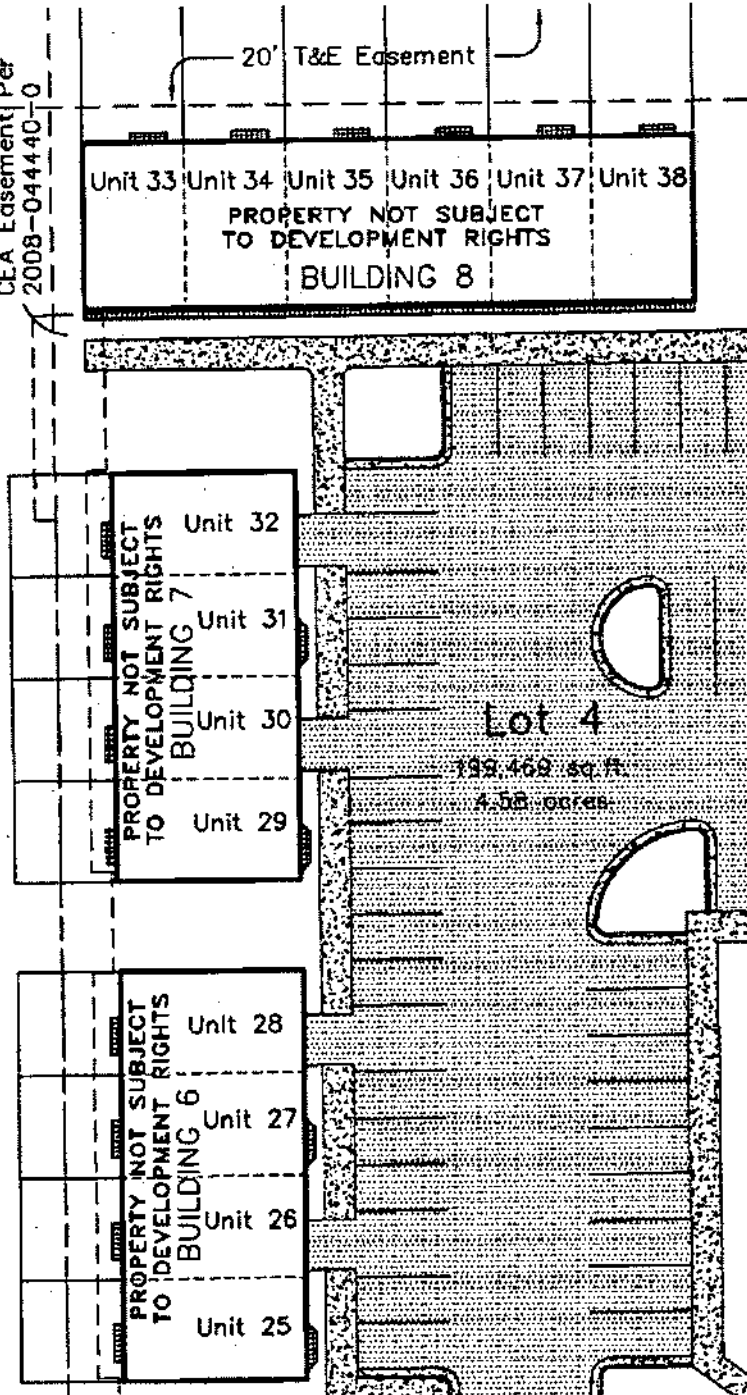


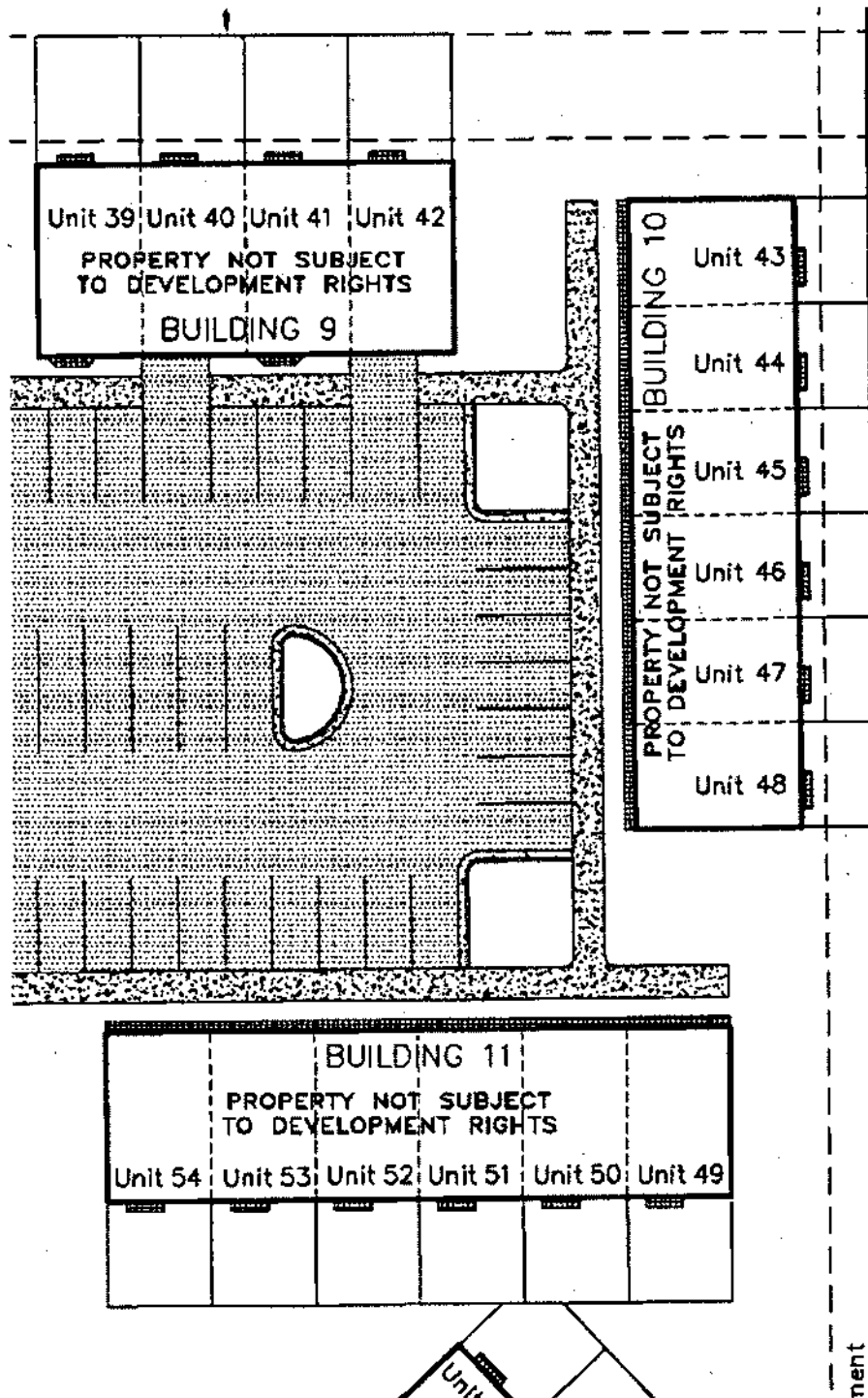


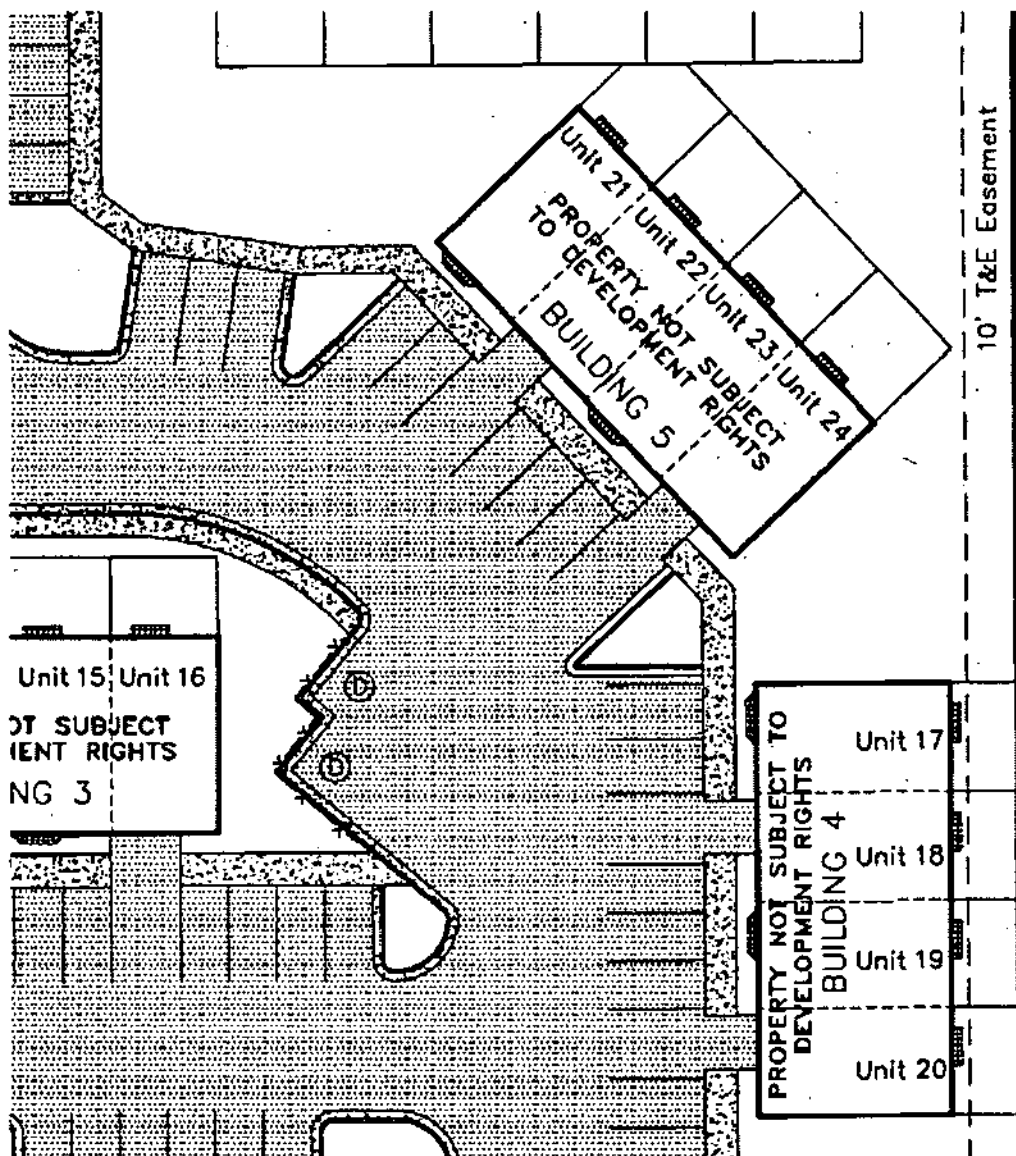
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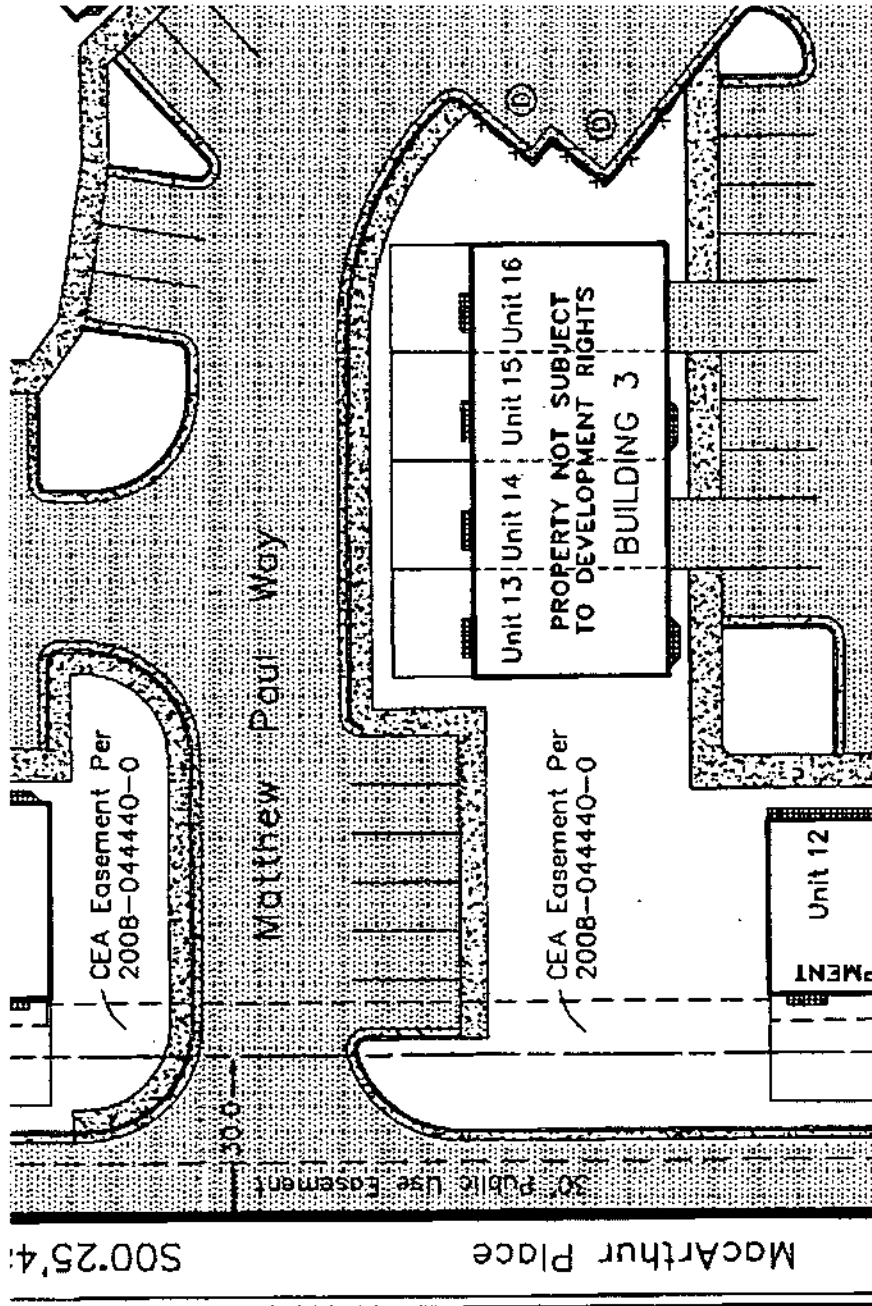
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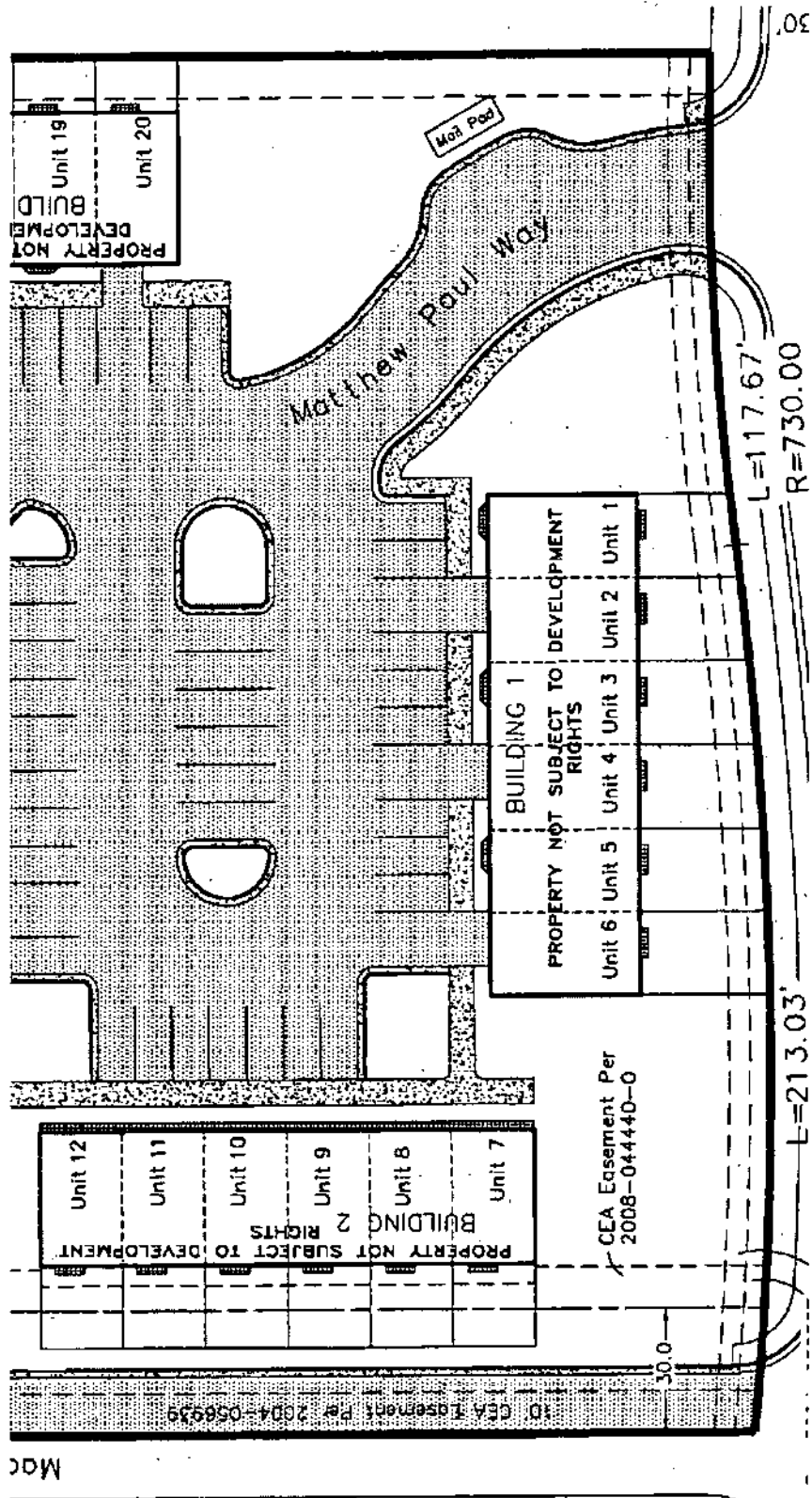
CEA Easement Per
2008-04440-0

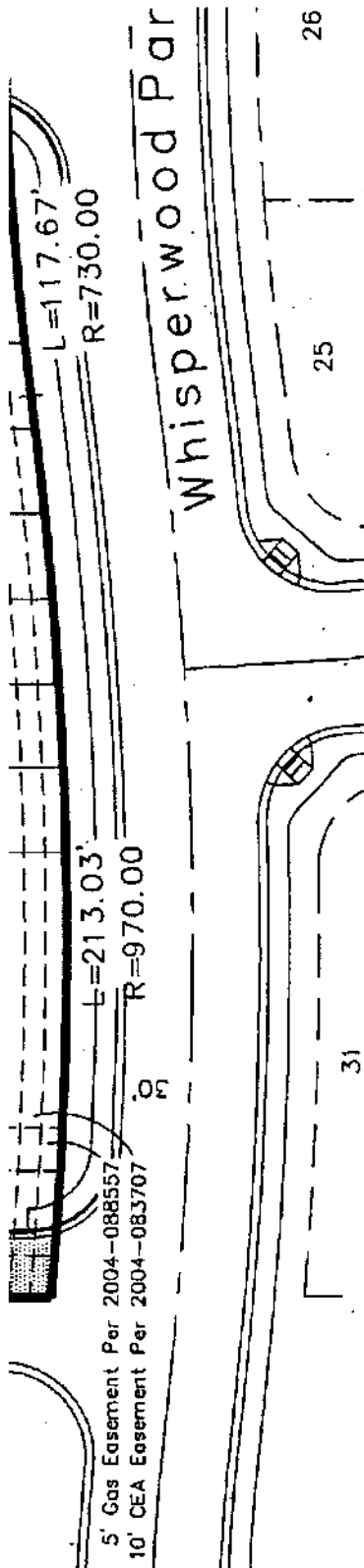












Legend:

- Wood Deck
- Concrete
- Pavement
- Overhang

⊙ Dumpster Location

***x Fence

Units Legend:

C=

LCE

GRAPHIC SCALE

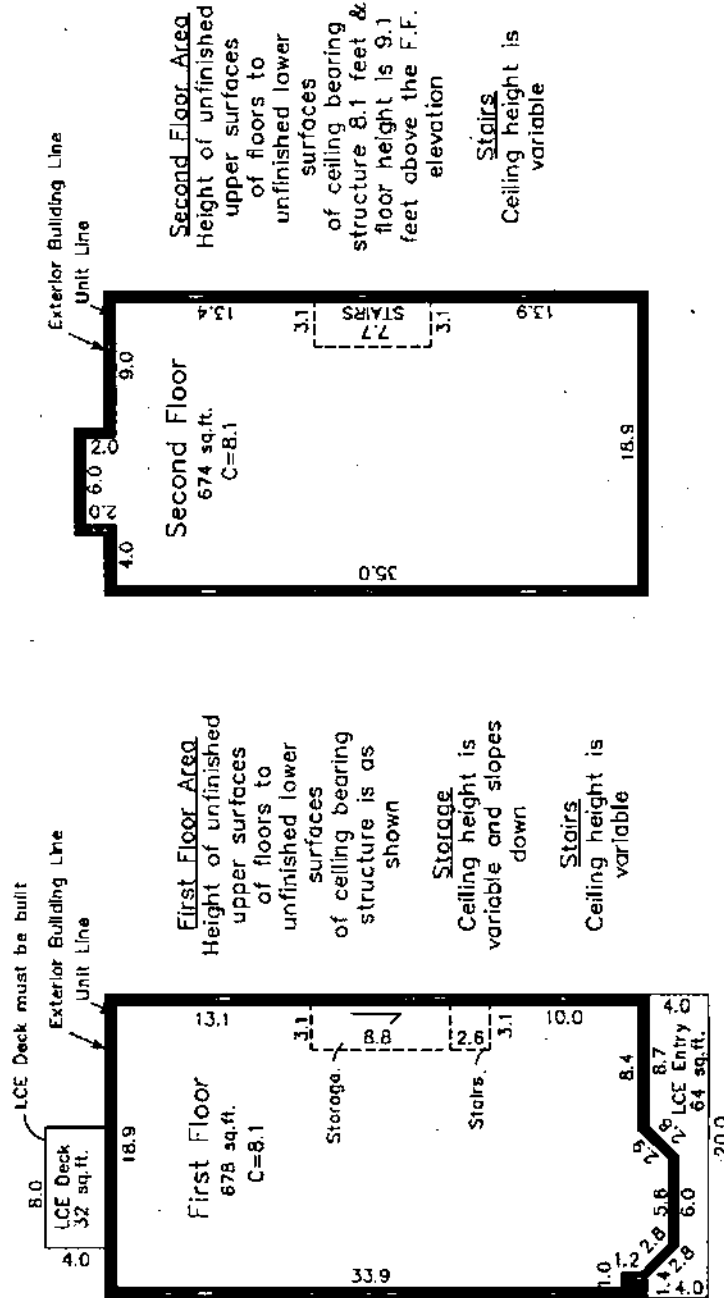


(IN FEET)
1 INCH = 40 FT.



Unit Details

Scale: 1"=10'

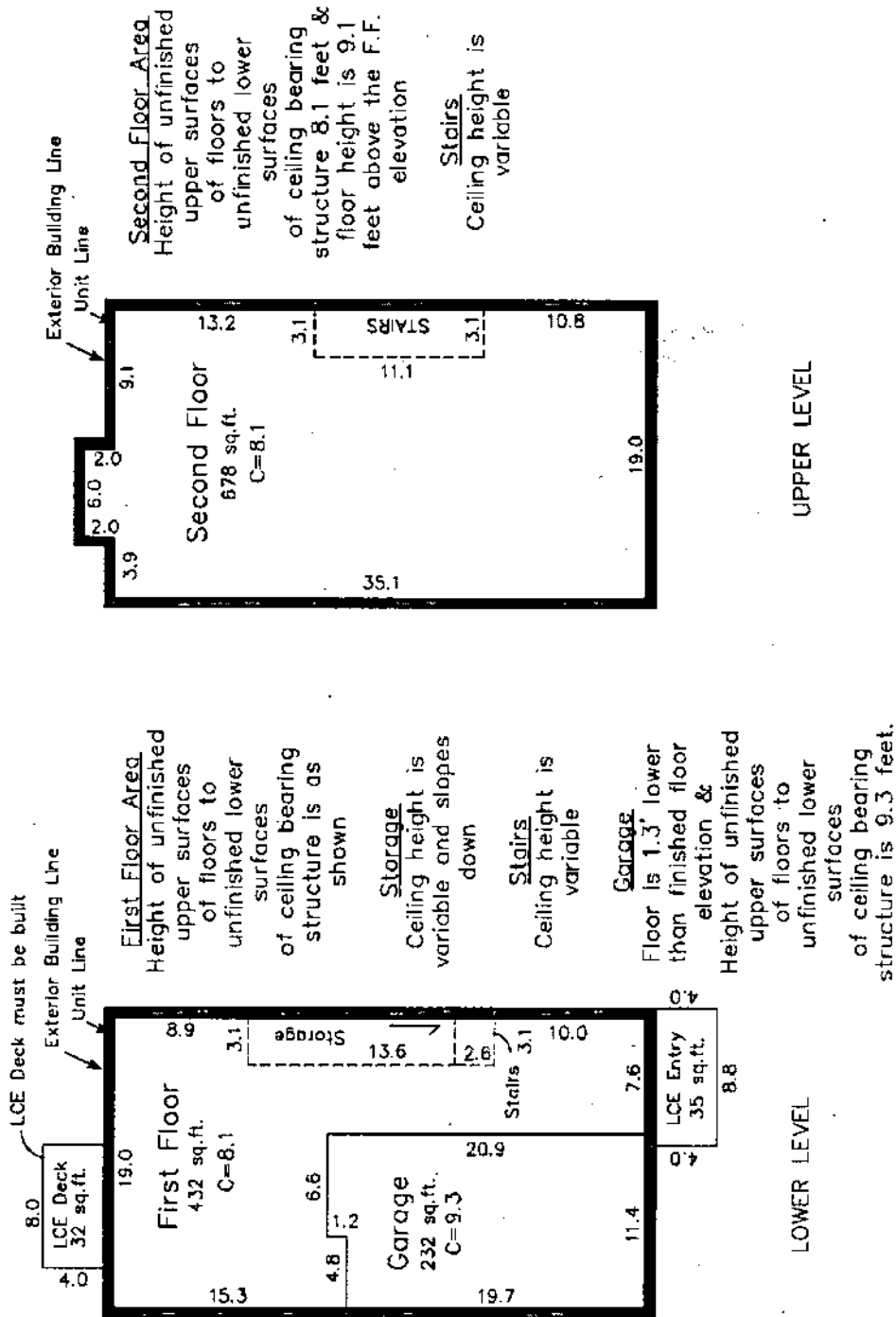


UPPER LEVEL

LOWER LEVEL

Units 1, 3, 5, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 39 & 41





WHISPERWOOD SQUARE

PHASE 11

A COMMON INTEREST COMMUNITY

NOTES:

1. ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND DECIMAL PORTIONS OF FEET.
2. ALL BUILDING TIES ARE AT 90° TO THE PROPERTY LINES UNLESS OTHERWISE NOTED.
3. ELEVATION DATUM FOR THE BUILDINGS IS GREATER ANCHORAGE AREA BOROUGH, POST QUAKE, U.S. CECOTIC SURVEY, MEAN SEA LEVEL OF 1972.
4. EACH UNIT IS DESIGNATED BY A NUMBER INDICATING THE DESIGNATION OF THE UNIT WITHIN THE PROJECT (i.e. UNIT 2).
5. THIS PROJECT IS LOCATED ON LOTS 4, BLOCK 2, WHISPERWOOD SUBDIVISION PHASE I, LOCATED WITHIN THE NW 1/4, NE 1/4, SEC. 14, T13N, R3W, S.M. ALASKA, ANCHORAGE RECORDING DISTRICT, PLAT 2004-122.
6. THE CONDOMINIUM DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE "COMMON INTEREST OWNERSHIP ACT", ALASKA STATUTE 34.08.
7. AREAS OUTSIDE OF UNIT BOUNDARIES AND LIMITED COMMON ELEMENTS, AS SPECIFIED IN THE DECLARATION, ARE COMMON ELEMENTS.
8. CERTAIN IMPROVEMENTS WHICH MAY BE BUILT BY DECLARANT AS PART OF ITS SPECIAL DECLARANT RIGHTS, IN ADDITION TO BUILDINGS AND IMPROVEMENTS SHOWN, MAY INCLUDE ROADS, PAVEMENT AND CURBS, STREET LIGHTING, RETAINING WALLS, DRAINAGE SYSTEMS, GRADING, LANDSCAPING, PLANTS, SHRUBS AND TREES, FENCES, SIGNS, PIPES, DUCTS, CABLES, UTILITY WAYS, INFRASTRUCTURE, AND ACCESSORY OR RELATED STRUCTURES AND FIXTURES AND IMPROVEMENTS WHICH ARE REQUIRED BY APPROPRIATE GOVERNMENTAL AUTHORITIES, OR UTILITY COMPANIES, OR WHICH WILL ENHANCE THE COMMUNITY IN THE DISCRETION OF THE DECLARANT. THE IMPROVEMENTS "NEED NOT BE BUILT" IN ANY PARTICULAR ORDER OR AT ANY PARTICULAR LOCATION IN THE PROPERTY AND WILL HAVE DIMENSIONS CONSISTENT WITH THEIR PURPOSES. PLEASE REFER TO ARTICLE VI OF THE DECLARATION OF LIMITATIONS AND RESERVATIONS FOR THESE RIGHTS.
9. UNIT BOUNDARIES SHOWN ON THIS SHEET ARE ACTUAL UNIT BOUNDARIES PER DEFINITION OF UNIT IN ARTICLE IV OF THE DECLARATION.
10. DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
11. AREA OF "PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS" IS 129,469 S.F.
12. DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e. 4'-4.00').
13. FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED ON THE 9TH DAY OF FEBRUARY, 2009, AT SERIAL RECORDING NO. 2009-007721-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
14. IMPROVEMENTS WITHIN AREAS DESIGNATED AS PROPERTY NOT SUBJECT TO DEVELOPMENT RIGHTS MUST BE BUILT SUBJECT TO SPECIAL DECLARANT RIGHTS RESERVED IN ARTICLE VI OF THE DECLARATION.
15. EACH UNIT HAS LIMITED COMMON ELEMENT PARKING SPACE (i.e. P-5A, P-5B etc).
16. EACH UNIT HAS A LIMITED COMMON ELEMENT YARD (i.e. Y-5).
17. THERE ARE RIGHT OF WAY EASEMENTS, INCLUDING TERMS AND PROVISIONS THEREOF, GRANTED TO CHUGACH ELECTRIC ASSOCIATION, INC. AND ITS ASSIGNS AND/OR SUCCESSORS IN INTEREST, TO CONSTRUCT, OPERATE AND MAINTAIN AN ELECTRIC TRANSMISSION AND/OR TELEPHONE DISTRIBUTION LINE OR SYSTEM BY INSTRUMENTS RECORDED AUGUST 2, 1952, BOOK 78 PAGE 56, AND RECORDED JUNE 17, 1971, WISC BOOK 203 PAGE 167. THESE ARE BLANKET EASEMENTS THAT AFFECT LOT 4, AND ARE NOT PLOTTED HEREON.
18. THERE IS A RESERVATION OF ALL OIL, GAS AND MINERAL RIGHTS TOGETHER WITH THE RIGHT TO REMOVE SAME BELOW A DISTANCE OF 250 FEET BELOW THE SURFACE WITHOUT DAMAGING OR DISTURBING THE SURFACE OR SURFACE IMPROVEMENTS, AS RESERVED IN WARRANTY DEED, RECORDED DECEMBER 3 2003, AS INSTRUMENT NO. 2003-125834-0. THIS RESERVATION AFFECTS LOT 4, AND IS NOT PLOTTED HEREON.
19. SANITARY SEWER MAIN EXTENSION AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, BY AND BETWEEN THE MUNICIPALITY OF ANCHORAGE AND WHITE RAVEN DEVELOPMENT, INC., RECORDED FEBRUARY 24, 2004, AS INSTRUMENT NO. 2004-011706-0 AND AMENDED BY INSTRUMENT RECORDED MAY 23, 2005 AS INSTRUMENT NO. 2005-033821-0 AFFECTS THIS PROPERTY, AND IS NOT PLOTTED HEREON.
20. WATER MAIN EXTENSION AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, BY AND BETWEEN THE MUNICIPALITY OF ANCHORAGE AND WHITE RAVEN DEVELOPMENT, INC., RECORDED FEBRUARY 24, 2004, AS INSTRUMENT NO. 2004-011707-0 AND AMENDED BY INSTRUMENT RECORDED MAY 23, 2005 AS INSTRUMENT NO. 2005-033820-0 AFFECTS THIS PROPERTY, AND IS NOT PLOTTED HEREON.
21. THERE IS A BLANKET EASEMENT FOR NATURAL GAS PIPELINES AND APPURTENANCES THERETO GRANTED TO ENSTAR NATURAL GAS COMPANY, A DIVISION OF SEMCO ENERGY, INC., RECORDED AUGUST 19, 2008 AS INSTRUMENT NO. 2008-047342-0.



CERTIFICATE OF COMPLETION

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

I DO HEREBY CERTIFY THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS.

Anthony P. Hoffman 9-22-10
ANTHONY P. HOFFMAN, DCS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 22 DAY OF September 2010.
FOR: ANTHONY P. HOFFMAN

May 7, 2014
MY COMMISSION EXPIRES

Tina Brown
NOTARY PUBLIC

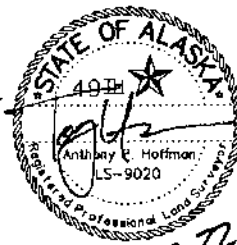
TINA BROWN
Notary Public, State of Alaska
Commission # 116401
My Commission Expires
May 07, 2014

SURVEYOR'S CERTIFICATE

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

I DO HEREBY CERTIFY THAT THIS PLAT AND PLANS ARE A TRUE AND CORRECT LAYOUT OF THE UNITS ACCURATELY SURVEYED TO DEPICT AN AS-BUILT SURVEY AND THAT THE INFORMATION REQUIRED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THE PLAT AND PLANS FILED HERewith. THE VERTICAL AND HORIZONTAL BOUNDARIES AND DIMENSIONS DEPICTED ON THE PLANS ARE REPRODUCED DIRECTLY FROM ACTUAL CONSTRUCTION DRAWINGS AND ACCORDINGLY ARE NOT INCLUDED IN THIS CERTIFICATION.

Anthony P. Hoffman 9-22-10
ANTHONY P. HOFFMAN, PLS
LANTECH INC.
440 WEST BENSON #200
ANCHORAGE, ALASKA 99503



BENEFICIARY:

First National Bank Alaska STAC/TOMER/VP
FIRST NATIONAL BANK ALASKA AUTHORIZED SIGNER/POSITION

NOTARY ACKNOWLEDGMENT



NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 30TH DAY OF SEPT 2010.

FOR:

April 12, 2010

MY COMMISSION EXPIRES



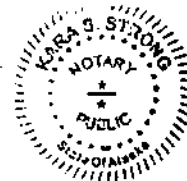
NOTARY PUBLIC

OWNER'S CERTIFICATE

THE UNDERSIGNED, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOT 4, BLOCK 2, WHISPERWOOD SUBDIVISION PHASE 1 (PLAT 2004-122), LOCATED WITHIN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 13 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, ALASKA, ANCHORAGE RECORDING DISTRICT.

THE UNDERSIGNED AS DECLARANT UNDER THAT CERTAIN DECLARATION OF WHISPERWOOD SQUARE, RECORDED ON THE 9TH DAY OF FEBRUARY, 2009, AT SERIAL RECORDING NO. 2009-007721-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AS AMENDED BY AMENDMENT NO. 1 TO THE DECLARATION RECORDED ON THE 3RD DAY OF APRIL, 2009, AT SERIAL NO. 2009-021323-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 2 TO THE DECLARATION RECORDED ON THE 19TH DAY OF MAY, 2009, AT SERIAL NO. 2009-033180-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 3 TO THE DECLARATION RECORDED ON THE 9TH DAY OF JUNE, 2009, AT SERIAL NO. 2009-038442-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 4 TO THE DECLARATION RECORDED ON THE 10TH DAY OF AUGUST, 2009, AT SERIAL NO. 2009-053155-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 5 TO THE DECLARATION RECORDED ON THE 17TH DAY OF SEPTEMBER, 2009, AT SERIAL NO. 2009-060583-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 6 TO THE DECLARATION RECORDED ON THE 22ND DAY OF JANUARY, 2010, AT SERIAL NO. 2010-003353-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 7 TO THE DECLARATION RECORDED ON THE 13TH DAY OF APRIL, 2010, AT SERIAL NO. 2010-016824-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 8 TO THE DECLARATION RECORDED ON THE 2ND DAY OF AUGUST, 2010, AT SERIAL NO. 2010-037107-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, AND AS AMENDED BY AMENDMENT NO. 9 TO THE DECLARATION RECORDED ON THE 9TH DAY OF SEPTEMBER, 2010, AT SERIAL NO. 2010-045103-0 IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, ("DECLARATION"), PURSUANT TO SECTION 34.08.100 OF THE ALASKA COMMON INTEREST OWNERSHIP ACT DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT THE CREATION OF THE UNITS AND COMMON ELEMENTS AS SHOWN HEREIN.

OWNER: MATTHEW P. MICHETTI, VICE PRESIDENT
MULTIQUIST HOMES INC.
360 EAST 100TH AVENUE
ANCHORAGE, AK 99515



NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 29TH DAY OF September 2010.

FOR: MATTHEW P. MICHETTI

3-18-11

MY COMMISSION EXPIRES

Kara Strong

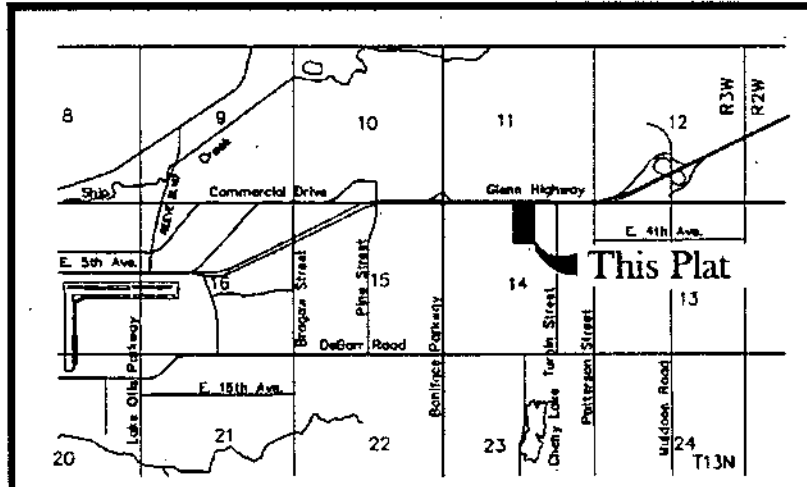
NOTARY PUBLIC



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2010-050251-0

Sheet 1 of 3



Vicinity Map Scale: 1" = 1 Mile

A CONDOMINIUM PLAT OF:

Whisperwood Square Condominiums

PHASE 11

ADDING UNITS 25 THROUGH 28

Located on:

Lot 4, Block 2, Whisperwood Subdivision Phase 1 (Plat Number 2004-122), Located Within the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 14, Township 13 North, Range 3 West, Seward Meridian, Anchorage Recording District, Alaska.

Lantech

LAND & CONSTRUCTION SURVEYORS • AUTOCAD
440 W BENSON BLVD. SUITE 200
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)

PLANNERS
ENGINEERS
email: mail@lantech.com

Grid: SW1239	Scale: 1"=40'	Date: September 20, 2010
Work Order: 2007M03	Drawn By: CB/JZ	Check By: TH



28 of 52

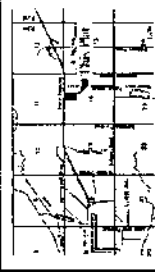
2010-050251-0

WHISPERWOOD SQUARE PHASE II A COMMON INTEREST COMMUNITY

Unit #	Phase	Area	Area	Area
101	1	101	101	101
102	1	102	102	102
103	1	103	103	103
104	1	104	104	104
105	1	105	105	105
106	1	106	106	106
107	1	107	107	107
108	1	108	108	108
109	1	109	109	109
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186	1	186	186	186
187	1	187	187	187
188	1	188	188	188
189	1	189	189	189
190	1	190	190	190
191	1	191	191	191
192	1	192	192	192
193	1	193	193	193
194	1	194	194	194
195	1	195	195	195
196	1	196	196	196
197	1	197	197	197
198	1	198	198	198
199	1	199	199	199
200	1	200	200	200

1. Units are not to be used for any other purpose than the use intended by the unit owner.

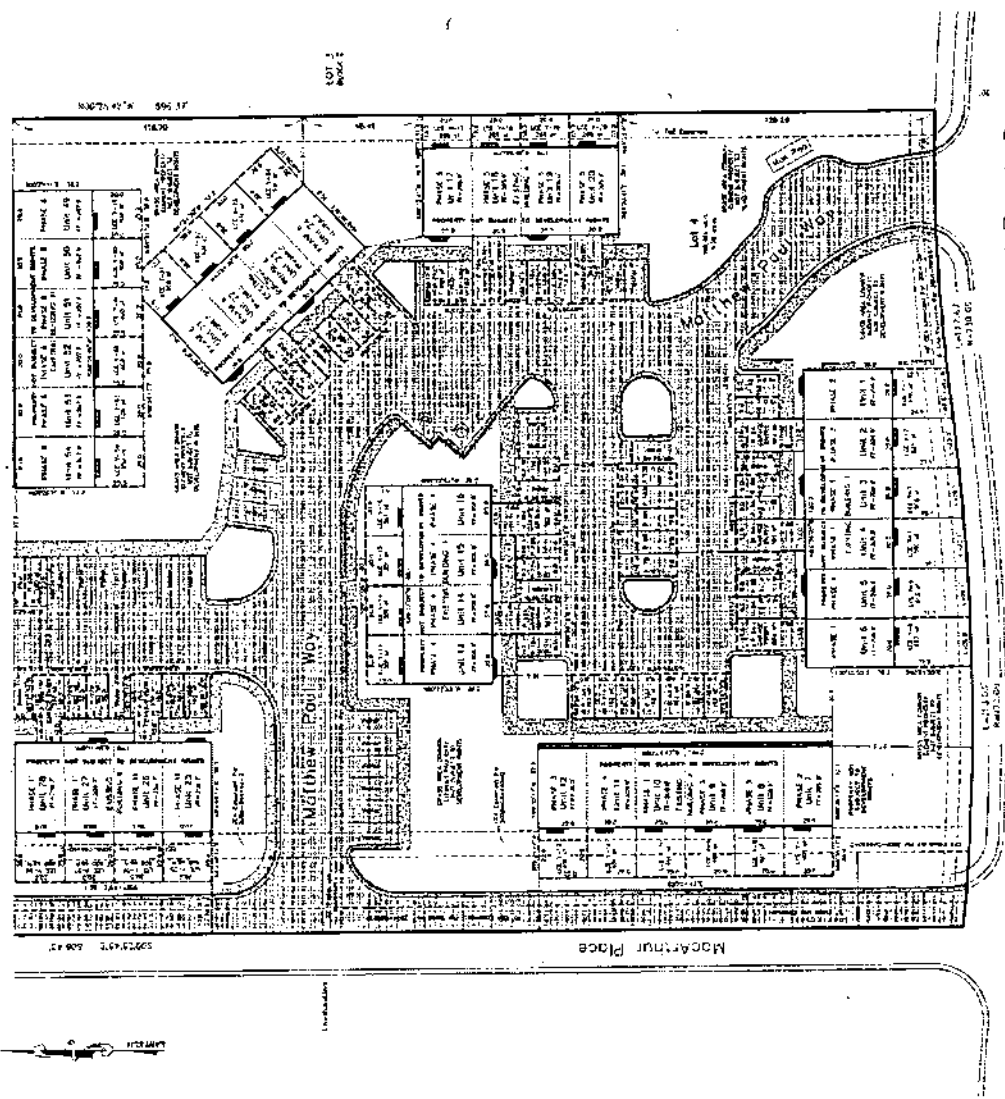
Sheet 2 of 3



Whisperwood Square Condominiums
PHASE II
ADDING UNITS 25 THROUGH 25

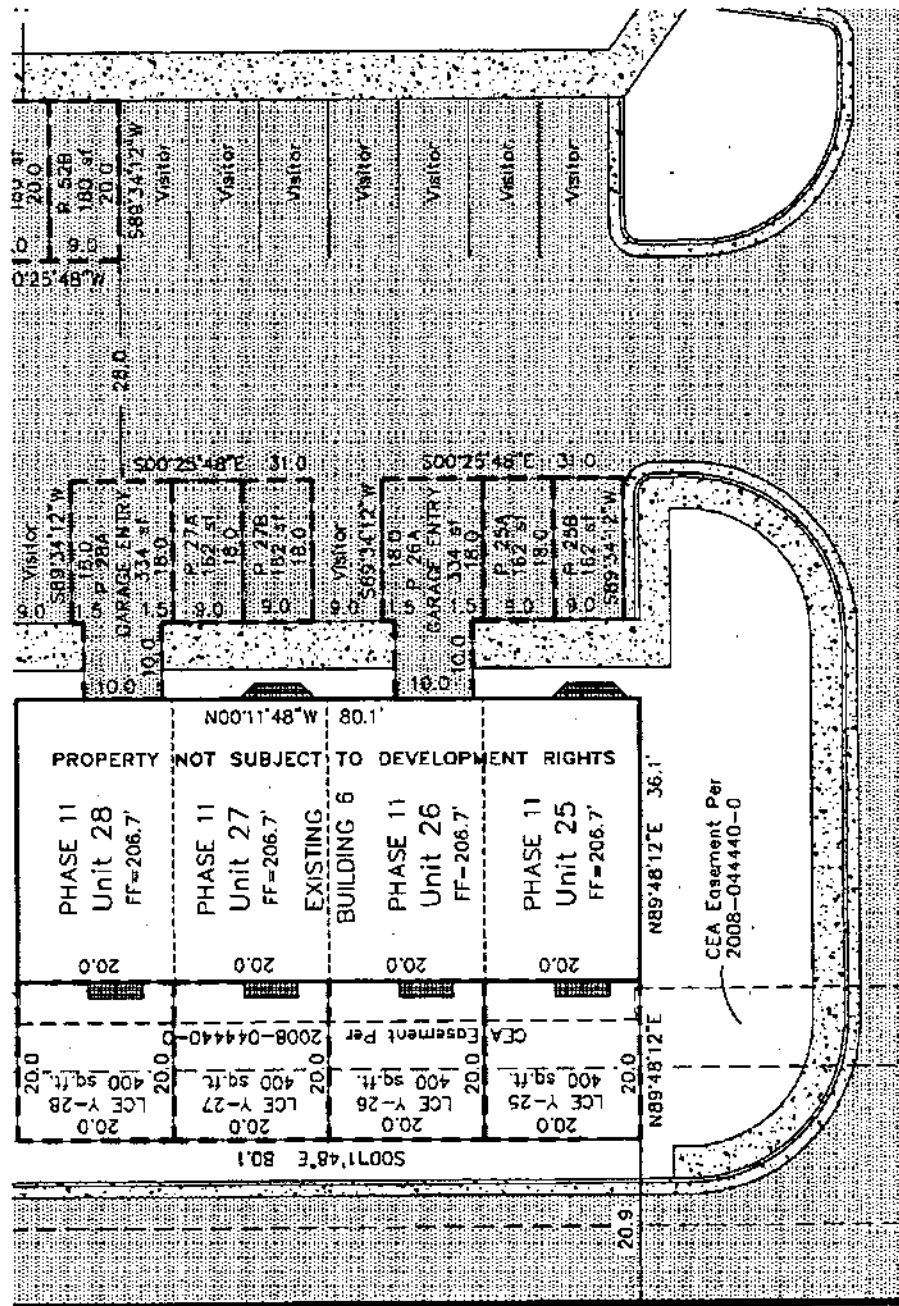
Unit 25 is located in the same building as Unit 24. Unit 25 is located in the same building as Unit 24. Unit 25 is located in the same building as Unit 24.

Lantech
LANTACH CONSTRUCTION, INC.
10000 LANTACH DRIVE
SUITE 100
DALLAS, TEXAS 75243
TEL: (214) 343-1111
FAX: (214) 343-1112
WWW.LANTACH.COM



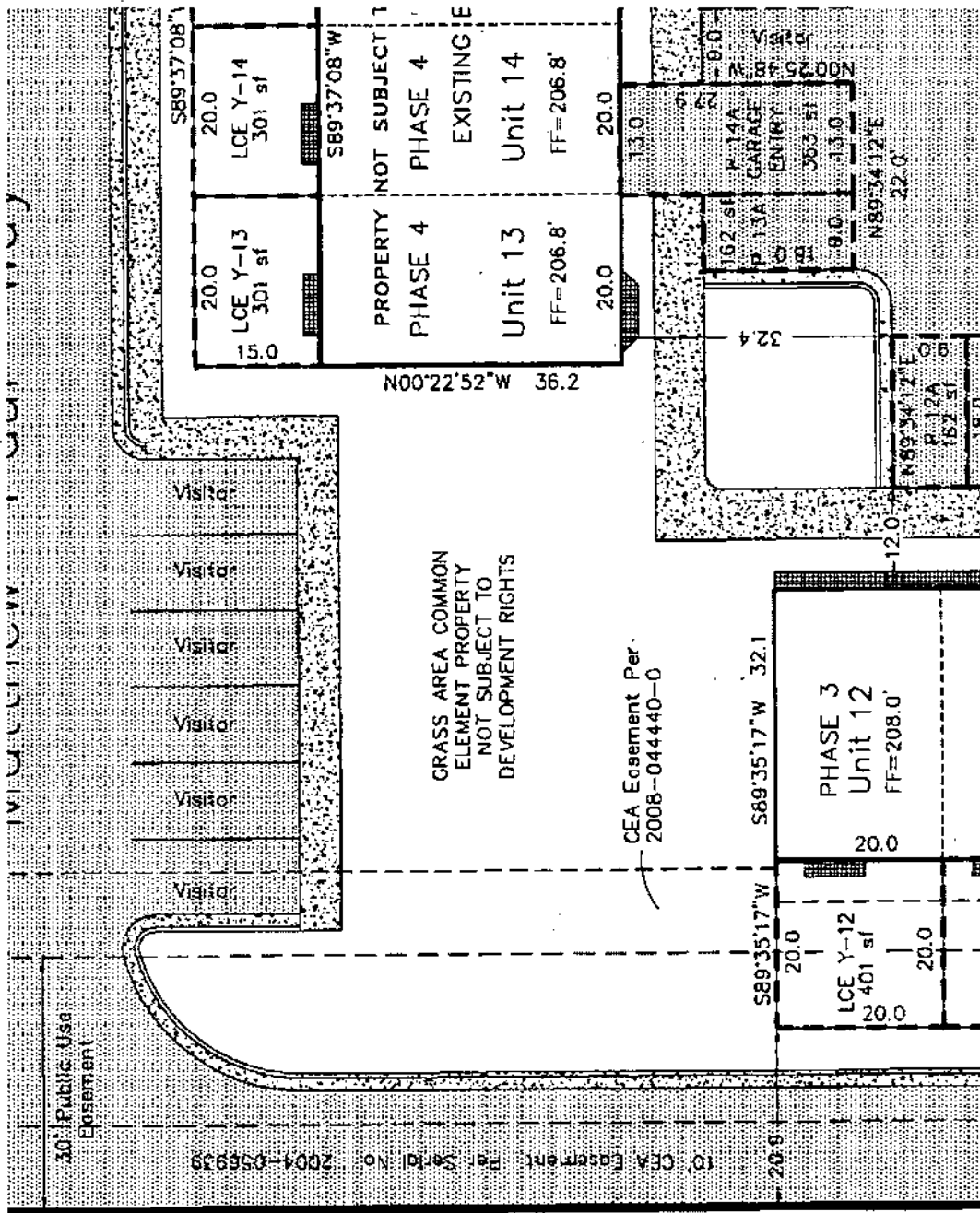
Whisperwood Park Drive



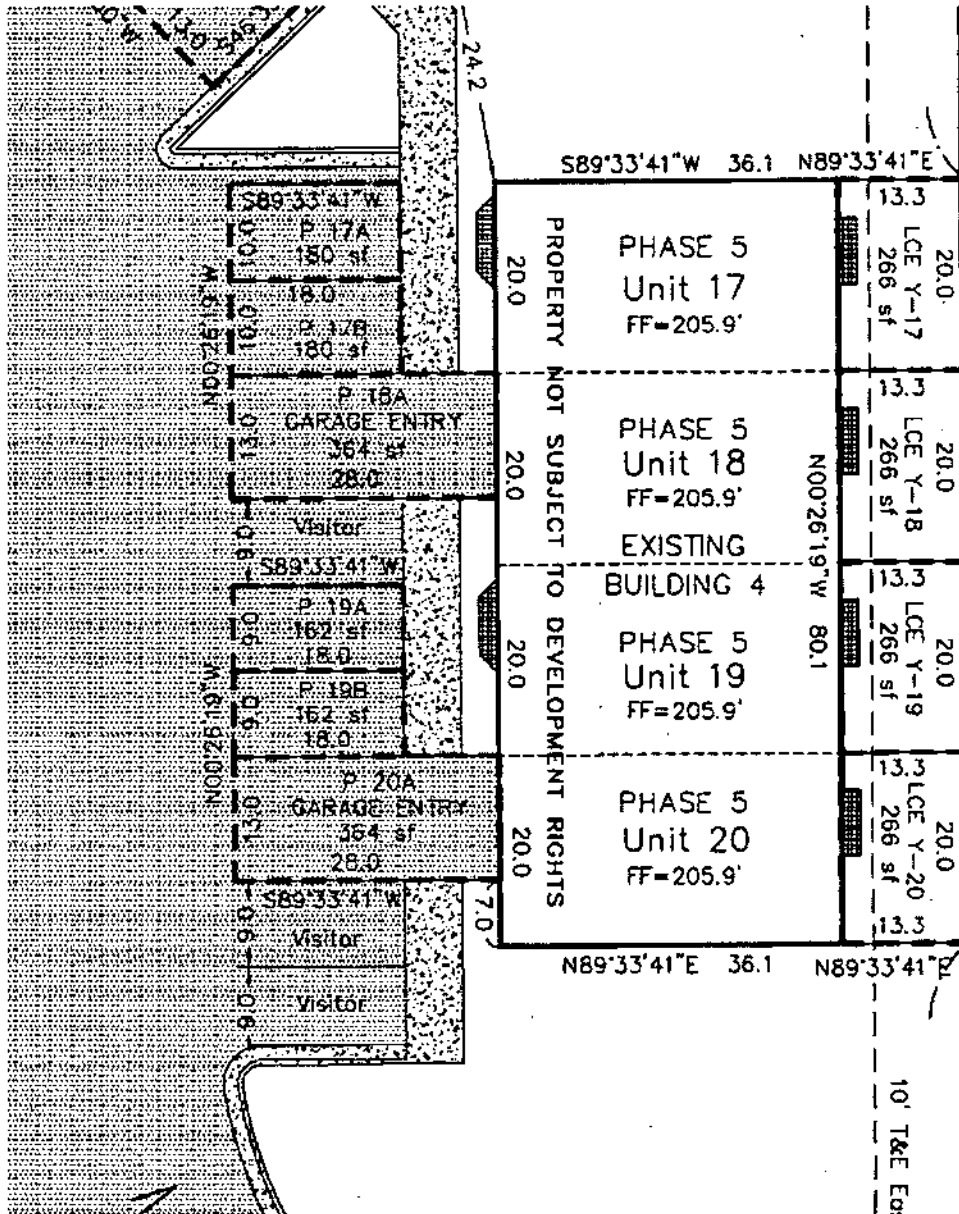


S00'25'48"E 606.43'

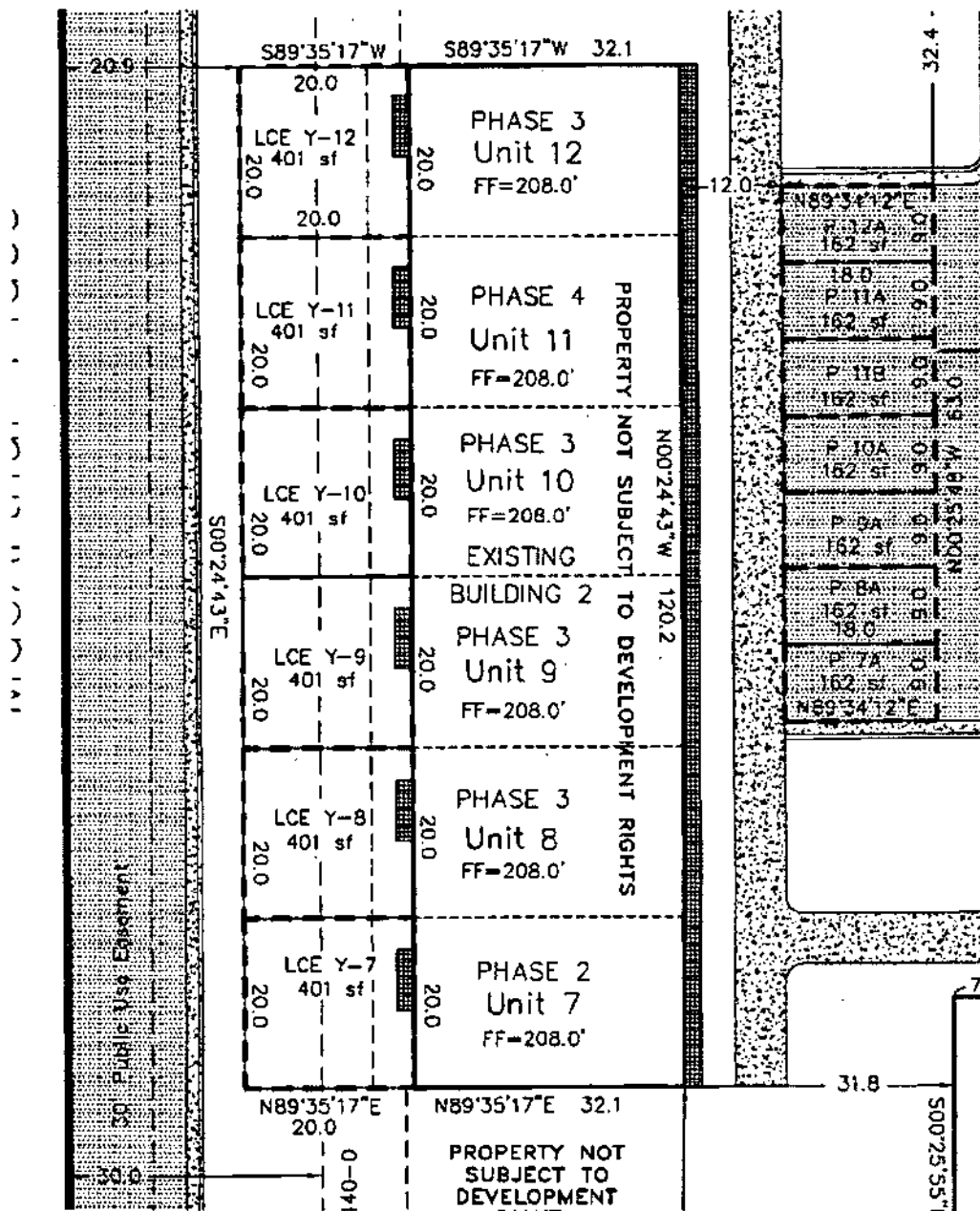


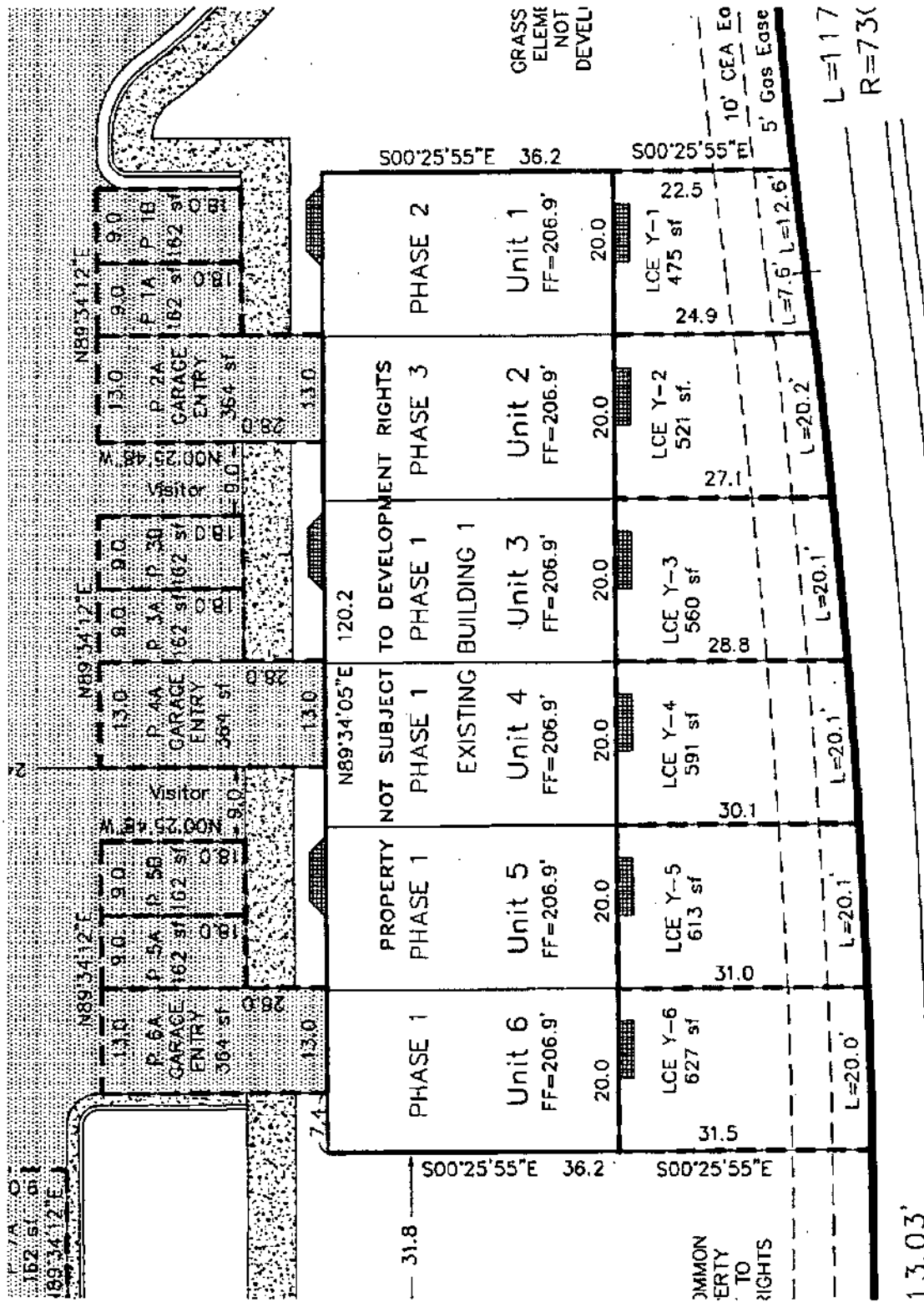












GRASS
ELEMENT
NOT
DEVELOP

L=117
R=730





WHISPERWOOD SQUARE

PHASE 11

A COMMON INTEREST COMMUNITY

Unit Numbers	Finished Floor Elevations	Addresses	Total LCE Area *
UNIT 1	206.9'	198 Matthew Paul Way	863 s.f.
UNIT 2	206.9'	196 Matthew Paul Way	920 s.f.
UNIT 3	206.9'	194 Matthew Paul Way	948 s.f.
UNIT 4	206.9'	192 Matthew Paul Way	990 s.f.
UNIT 5	206.9'	190 Matthew Paul Way	1001 s.f.
UNIT 6	206.9'	188 Matthew Paul Way	1026 s.f.
UNIT 7	208.0'	186 Matthew Paul Way	883 s.f.
UNIT 8	208.0'	184 Matthew Paul Way	883 s.f.
UNIT 9	208.0'	182 Matthew Paul Way	883 s.f.
UNIT 10	208.0'	180 Matthew Paul Way	883 s.f.
UNIT 11	208.0'	178 Matthew Paul Way	829 s.f.
UNIT 12	208.0'	176 Matthew Paul Way	883 s.f.
UNIT 13	206.8'	174 Matthew Paul Way	689 s.f.
UNIT 14	206.8'	172 Matthew Paul Way	699 s.f.
UNIT 15	206.8'	170 Matthew Paul Way	689 s.f.
UNIT 16	206.8'	168 Matthew Paul Way	698 s.f.
UNIT 17	205.9'	173 Matthew Paul Way	690 s.f.
UNIT 18	205.9'	175 Matthew Paul Way	665 s.f.
UNIT 19	205.9'	177 Matthew Paul Way	654 s.f.
UNIT 20	205.9'	179 Matthew Paul Way	665 s.f.
UNIT 21	206.3'	161 Matthew Paul Way	756 s.f.
UNIT 22	206.3'	163 Matthew Paul Way	800 s.f.
UNIT 23	206.3'	165 Matthew Paul Way	789 s.f.
UNIT 24	206.3'	167 Matthew Paul Way	800 s.f.

* TOTAL LCE AREA INCLUDES LCE PARKING, LCE YARD, AND LCE ENTRANCE OF THE UNIT.
THE LCE REAR DECK IS INCLUDED IN THE LCE YARD AREA.



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2010-050251-0

Glenn Highway Corridor

Centerline Frontage Road (Boundary Avenue)

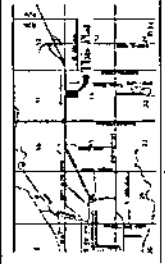
WHISPERWOOD SQUARE PHASE II

A CONDOMINIUM INTEREST COMMUNITY

Unit Number	Proposed Floor Plate	Approx. Area	Table 100 Area 1
101	1,100	1,100	1,100
102	1,100	1,100	1,100
103	1,100	1,100	1,100
104	1,100	1,100	1,100
105	1,100	1,100	1,100
106	1,100	1,100	1,100
107	1,100	1,100	1,100
108	1,100	1,100	1,100
109	1,100	1,100	1,100
110	1,100	1,100	1,100
111	1,100	1,100	1,100
112	1,100	1,100	1,100
113	1,100	1,100	1,100
114	1,100	1,100	1,100
115	1,100	1,100	1,100
116	1,100	1,100	1,100
117	1,100	1,100	1,100
118	1,100	1,100	1,100
119	1,100	1,100	1,100
120	1,100	1,100	1,100
121	1,100	1,100	1,100
122	1,100	1,100	1,100
123	1,100	1,100	1,100
124	1,100	1,100	1,100
125	1,100	1,100	1,100
126	1,100	1,100	1,100
127	1,100	1,100	1,100
128	1,100	1,100	1,100
129	1,100	1,100	1,100
130	1,100	1,100	1,100
131	1,100	1,100	1,100
132	1,100	1,100	1,100
133	1,100	1,100	1,100
134	1,100	1,100	1,100
135	1,100	1,100	1,100
136	1,100	1,100	1,100
137	1,100	1,100	1,100
138	1,100	1,100	1,100
139	1,100	1,100	1,100
140	1,100	1,100	1,100
141	1,100	1,100	1,100
142	1,100	1,100	1,100
143	1,100	1,100	1,100
144	1,100	1,100	1,100
145	1,100	1,100	1,100
146	1,100	1,100	1,100
147	1,100	1,100	1,100
148	1,100	1,100	1,100
149	1,100	1,100	1,100
150	1,100	1,100	1,100

NOT TO SCALE. DIMENSIONS ARE APPROXIMATE. SEE ARCHITECT'S DRAWINGS FOR DETAILS.

Sheet 3 of 3



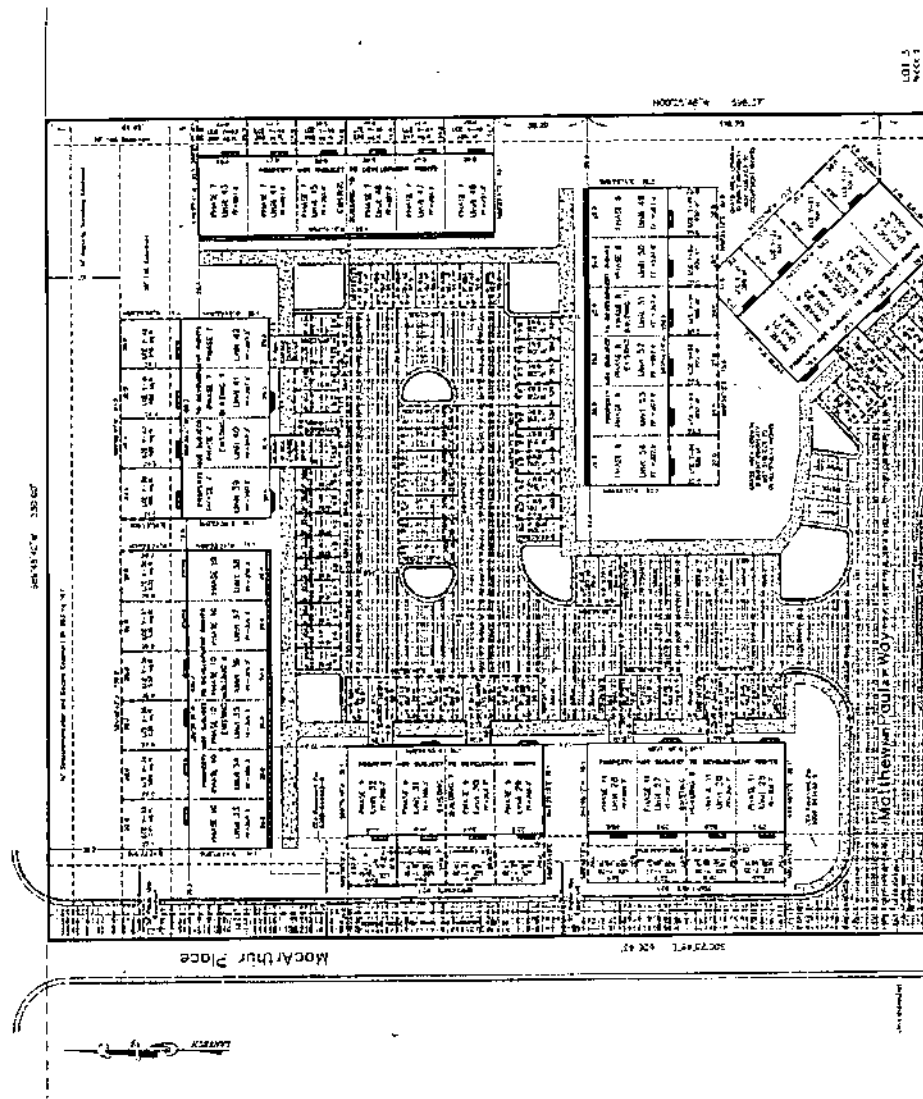
 A CONDOMINIUM INTEREST COMMUNITY
 Whisperwood Square Condominiums
 PHASE II
 ADDING UNITS 25 THROUGH 28
 Located at: 10000 Whisperwood Square, Suite 100, Houston, Texas 77055
 Prepared by: Lantech Engineering, Inc.
 Lantech Engineering, Inc.
 10000 Whisperwood Square, Suite 100, Houston, Texas 77055
 Phone: (713) 465-1234
 Fax: (713) 465-1235
 Email: info@lantech.com
 Website: www.lantech.com

100' = 1" (Horizontal)	100' = 1" (Vertical)
1" = 100'	1" = 100'

DRAWING SCALE

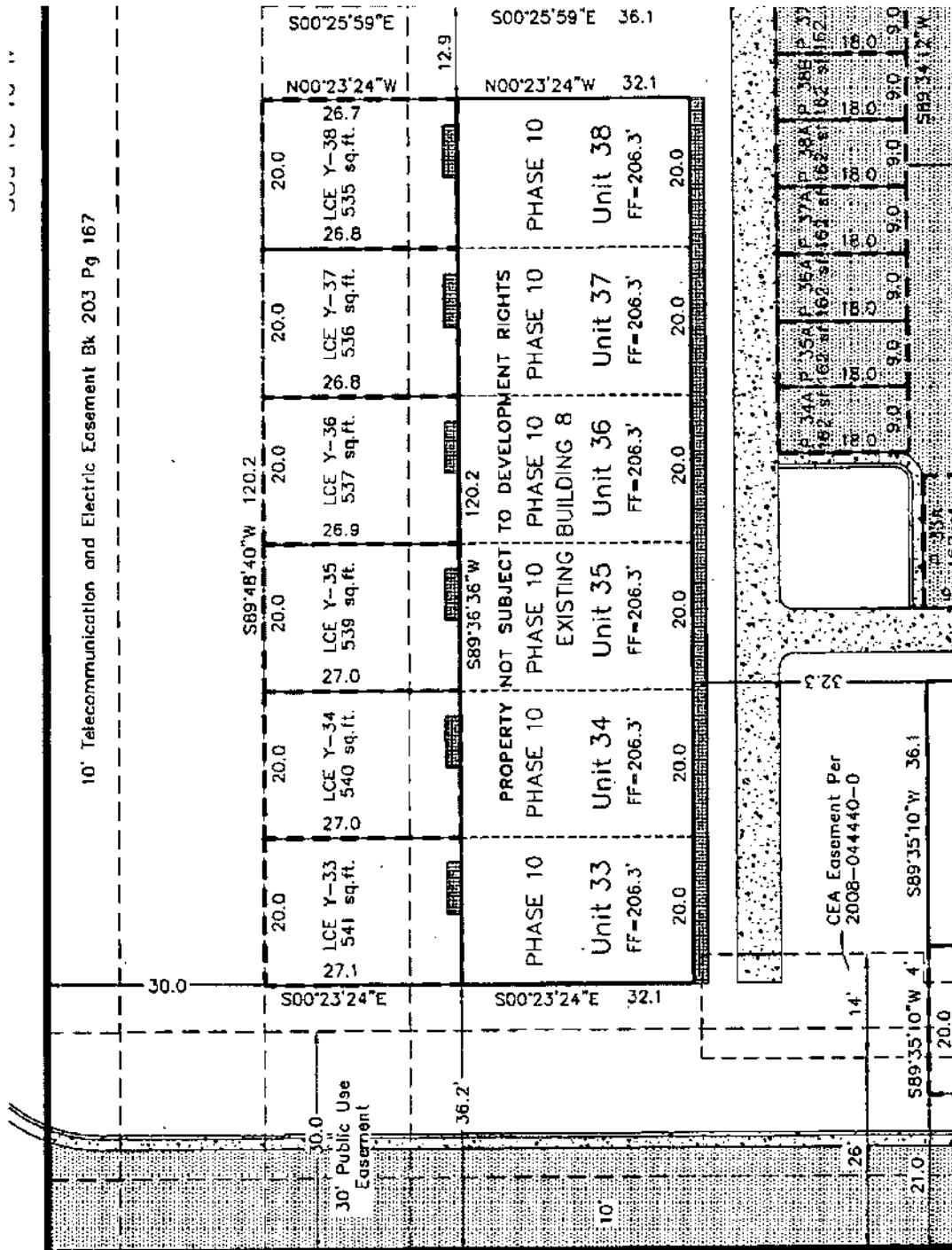


LOT 3
NECC 1



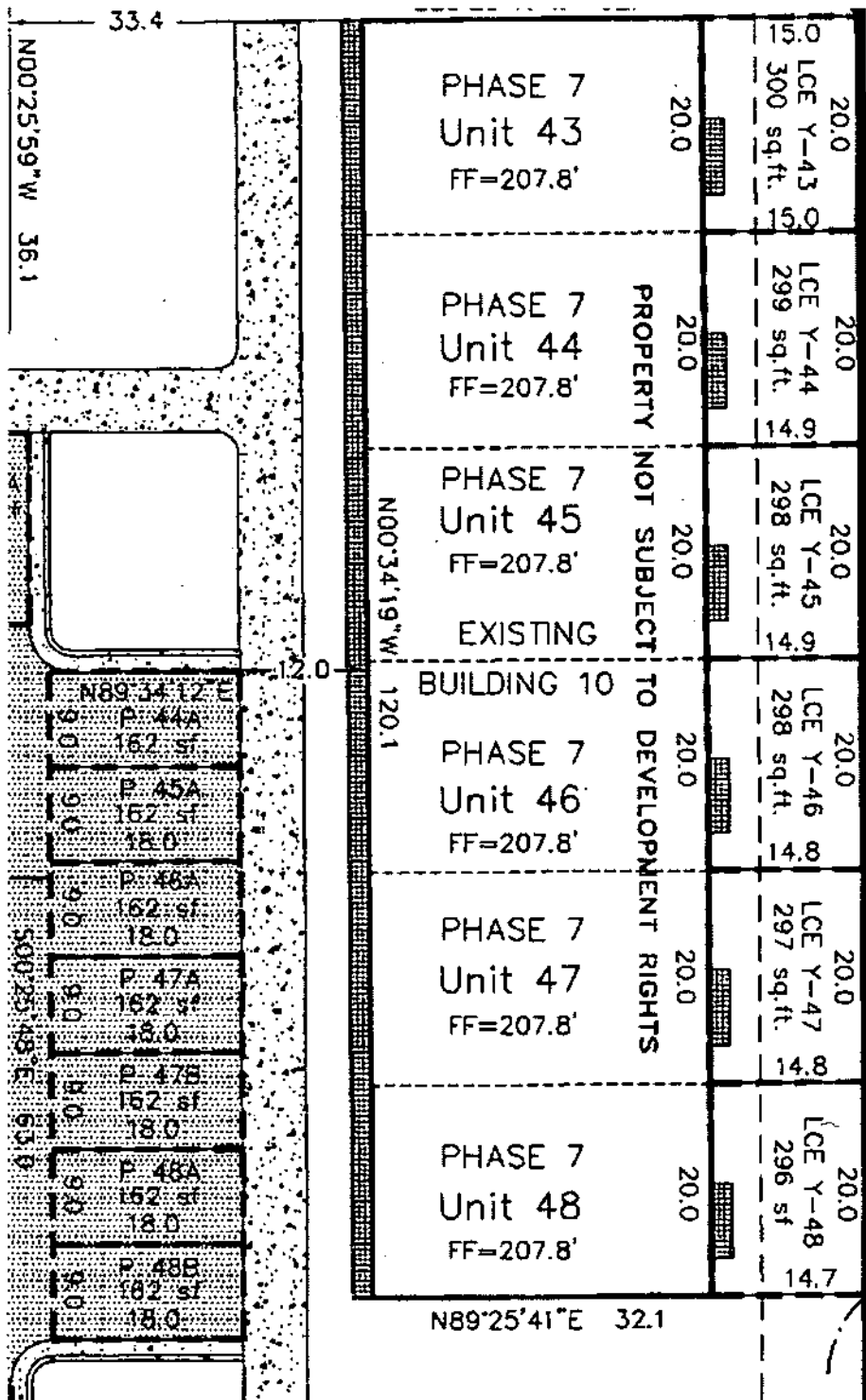
000 10 10 10

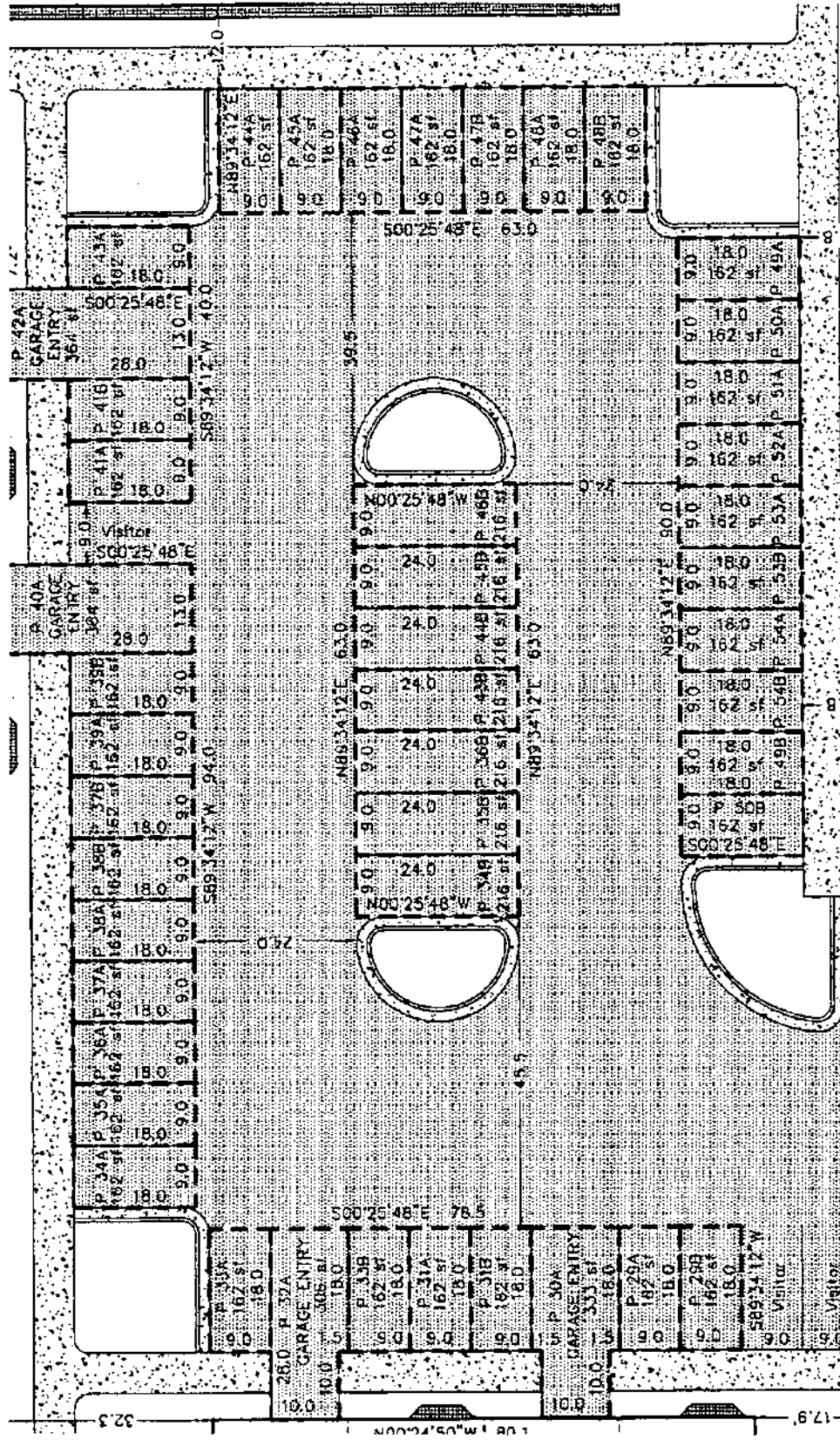
10' Telecommunication and Electric Easement Bk 203 Pg 167

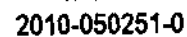


WACARTUR PLACE

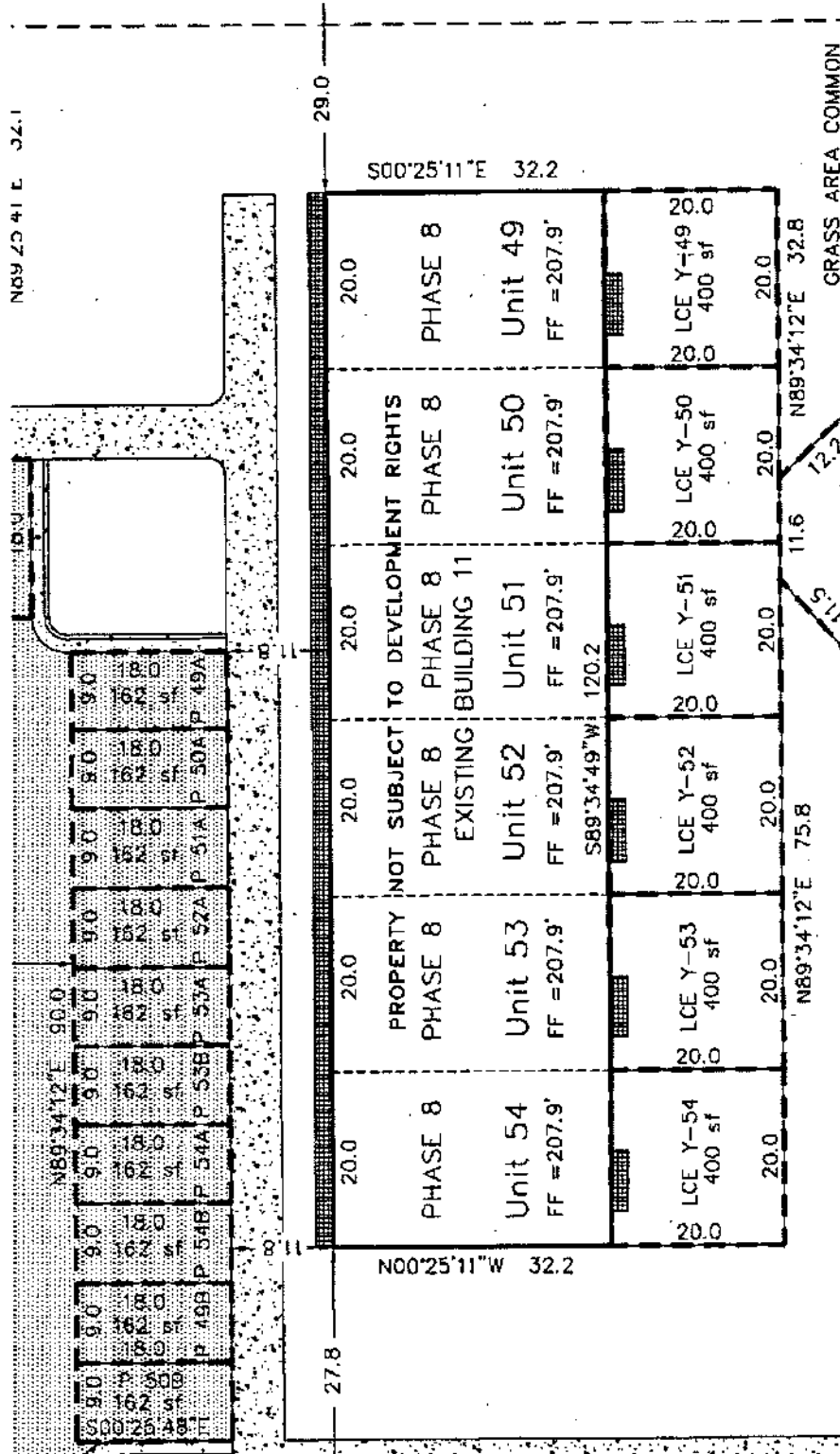


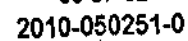


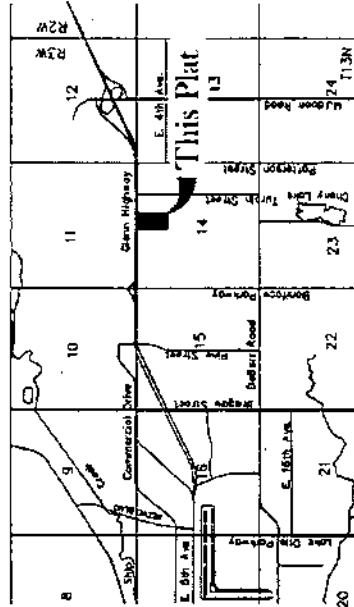
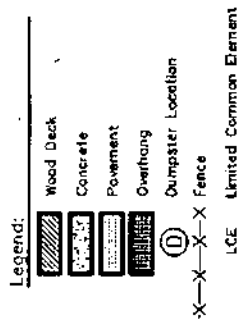




N89°25'41"E 32.1







Vicinity Map Scale: 1" = 1 Mile

A CONDOMINIUM PLAT OF:

Whisperwood Square Condominiums

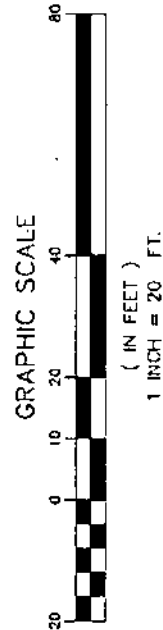
PHASE II

ADDING UNITS 25 THROUGH 28

Located on:
 Lot 4, Block 2, Whisperwood Subdivision Phase 1 (Plat Number 2004-122), Located Within the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 14, Township 13 North, Range 3 West, Seward Meridian, Anchorage Recording District, Alaska.

Landtec
 LAND & CONSTRUCTION SURVEYORS*AUTOCAD
 PLANNERS
 ENGINEERS
 email: mail@landtech.com

Grid: SW1238
 Work Order: 2007M03
 Scale: 1"=20'
 Drawn By: CB/JZ
 Date: September 20, 2010
 Check By: TH



WHISPERWOOD SQUARE

PHASE 11

A COMMON INTEREST COMMUNITY

Unit Numbers	Finished Floor Elevations	Addresses	Total LCE Area *
UNIT 25	206.7'	156 Matthew Paul Way	788 s.f.
UNIT 26	206.7'	154 Matthew Paul Way	769 s.f.
UNIT 27	206.7'	152 Matthew Paul Way	788 s.f.
UNIT 28	206.7'	150 Matthew Paul Way	769 s.f.
UNIT 29	206.3'	138 Matthew Paul Way	788 s.f.
UNIT 30	206.3'	136 Matthew Paul Way	768 s.f.
UNIT 31	206.3'	134 Matthew Paul Way	788 s.f.
UNIT 32	206.3'	132 Matthew Paul Way	741 s.f.
UNIT 33	206.3'	101 Matthew Paul Way	969 s.f.
UNIT 34	206.3'	103 Matthew Paul Way	1022 s.f.
UNIT 35	206.3'	105 Matthew Paul Way	1021 s.f.
UNIT 36	206.3'	107 Matthew Paul Way	1019 s.f.
UNIT 37	206.3'	109 Matthew Paul Way	964 s.f.
UNIT 38	206.3'	111 Matthew Paul Way	963 s.f.
UNIT 39	207.2'	115 Matthew Paul Way	879 s.f.
UNIT 40	207.2'	117 Matthew Paul Way	888 s.f.
UNIT 41	207.2'	119 Matthew Paul Way	876 s.f.
UNIT 42	207.2'	121 Matthew Paul Way	885 s.f.
UNIT 43	207.8'	125 Matthew Paul Way	782 s.f.
UNIT 44	207.8'	127 Matthew Paul Way	781 s.f.
UNIT 45	207.8'	129 Matthew Paul Way	780 s.f.
UNIT 46	207.8'	131 Matthew Paul Way	780 s.f.
UNIT 47	207.8'	133 Matthew Paul Way	725 s.f.
UNIT 48	207.8'	135 Matthew Paul Way	724 s.f.
UNIT 49	207.9'	139 Matthew Paul Way	828 s.f.
UNIT 50	207.9'	141 Matthew Paul Way	828 s.f.
UNIT 51	207.9'	143 Matthew Paul Way	846 s.f.
UNIT 52	207.9'	145 Matthew Paul Way	846 s.f.
UNIT 53	207.9'	147 Matthew Paul Way	828 s.f.
UNIT 54	207.9'	149 Matthew Paul Way	828 s.f.

* TOTAL LCE AREA INCLUDES LCE PARKING, LCE YARD, AND LCE ENTRANCE OF THE UNIT.
THE LCE REAR DECK IS INCLUDED IN THE LCE YARD AREA.



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2010-050251-0