

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND  
 RESTRICTIONS, RESERVATION OF EASEMENTS AND  
 CONDOMINIUM PLAN PURSUANT TO THE HORIZONTAL PROPERTY  
REGIMES ACT OF THE STATE OF ALASKA (A.S. 34.07. et seq.)

FOR

CASTLES OF BRYN MAWR CONDOMINIUM ASSOCIATION

FORMERLY KNOWN AS

CASTLES OF BRYN MAWR, A condominium  
Phase I and II

The Declaration of Covenants, Conditions and Restrictions, Reservations of Easements and Condominium Plan pursuant to the Horizontal Property Regimes Act for the State of Alaska recorded October 29, 1980, in Book 540 at page 135, and

Amendment to Declaration recorded July 24, 1981, in Book 623 at page 788, and

Amendment to Declaration recorded September 21, 1984, in Book 1161 at page 0957, and

Amendment to Declaration recorded December 12, 1984, in Book 1200 at page 062,

is hereby further amended in part as follows:

AMENDMENTS

The Declaration of Covenants, Conditions and Restrictions, Reservations of Easements and Condominium Plan pursuant to the Horizontal Property Regimes Act for the State of Alaska, for Castles of Bryn Mawr Condominium Association is amended in part and only in part as specifically set out in this Amended Declaration. If a section is not directly and specifically amended herein, it shall remain in full force and effect as has been previously adopted and recorded.

1. Article II, Section 3 is amended such that the entire section is deleted and replaced with the following provisions:

The Association has no permanent parking areas other than those carports (covered or uncovered) or garages which are assigned to each unit owner as shown on the filed floor plan of the project. Temporary "Visitor Parking" areas are not permanent parking areas for extra automobiles and are limited to "overnight" use only by operable, licensed and

currently registered automobiles belonging to residents or their guests. For the purpose of these declarations "operable automobiles" is defined as and limited to passenger cars, pick up trucks no larger than 3/4 ton, passenger vans, or motorcycles. The assigned and visitor parking spaces shall be used for parking "operable automobiles" only and shall not be converted for living, recreational or business purposes. There shall be no exposed storage and/or trash deposited, accumulated or preserved anywhere on the property.

The only exception to the preceding paragraph is the use of one space in the "Visitor Parking" area adjacent to 4839 Bryn Mawr for winter parking of a Silver Streak travel trailer belonging to the owner of condominium number 4839, #6 that has parked at such location each winter since 1981. The developer for Castles of Bryn Mawr Condominiums, Phase I, one Max Bevins, granted permission to the homeowner for such use and the Association will honor this agreement. However, this exception is limited to that specific travel trailer and will expire immediately upon the sale or disposal of said travel trailer and does not extend to a replacement travel trailer by said unit owner. Additionally, this does not extend to a subsequent owner or renter of 4839, #6 or any other condominium unit located in either Phase I or Phase II of Castles of Bryn Mawr Condominiums.

2. Article VI, Section 2 is amended such that the entire section is deleted and replaced with the following provision:

There shall accrue with each delinquent assessment a late charge in an amount fixed by vote of the Board of Directors and Officers for the Association, together with interest at the maximum rate permitted by law on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association. In the event of default by any unit owner in the payment of any assessment, the Association shall notify all persons and firms holding a mortgage or deed of trust by any unit owner on any condominium on the project.





AMENDED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS, RESERVATION OF EASEMENTS AND CONDOMINIUM PLAN  
PURSUANT TO THE HORIZONTAL PROPERTY REGIMES ACT  
OF THE STATE OF ALASKA (AS 34.07, et seq.)

FOR

CASTLES OF BRYN MAWR, A condominium  
Phase I and Phase II

The Declaration of Covenants, Conditions and Restrictions,  
Reservations of Easements and Condominium Plan pursuant to  
the Horizontal Property Regimes Act for the State of Alaska  
recorded October 29, 1980, in Book 540 at page 135, and  
amendment to Declaration recorded July 24, 1981 in Book 623  
at page 788; is hereby further amended in part as follows:

I.

AMENDMENT

The Declaration of Covenants, Conditions and Restrictions,  
Reservations of Easements and Condominium Plan pursuant to the  
Horizontal Property Regimes Act for the State of Alaska, for  
the CASTLES OF BRYN MAWR, A Condominium, Phase I and II is  
amended in part and only in part as specifically set out in  
this Amended Declaration. If a section is not directly and  
specifically amended herein, it shall remain in full force  
and effect as has been previously adopted and recorded.

1. Article I, Section 4, is hereby amended as follows:

Section 4. UNIT OWNER

"Unit owner" shall mean the person or persons  
holding title in fee to a unit or those persons  
who are purchasing a condominium on a real estate  
contract, but have not yet obtained title to the  
unit.

2. Article VI, Section 3, is hereby amended as follows:

Section 3. LIENS, ENFORCEMENT

All sums assessed in accordance with the  
provisions of this Declaration shall constitute  
a lien on the respective condominium prior and  
superior to all other liens, except (1) all  
taxes, bonds, assessments and other levies which,  
by law, would be superior thereto, and (2) sums  
unpaid on deeds of trust or mortgages of record.

It shall be the duty of the Association to enforce such lien in any manner permitted by law. In any such foreclosure, the condominium owner shall be required to pay a reasonable rental for the condominium and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to bid on the condominium at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same, and this provision, or any institution of suit to recover a money judgment, shall not constitute an affirmation of the adequacy of money damages. Any recovery resulting from a suit in law or equity initiated pursuant to this section may include reasonable attorneys' fees as fixed by the court.

3. Article VII, Section 1, is hereby amended as follows:

Section 1. FORMATION AND MEMBERSHIP

The Association shall be incorporated under the name of Castles of Bryn Mawr Condominium Association, as a corporation not for profit under the laws of the State of Alaska. Every unit owner who is subject to assessment shall automatically, upon becoming the owner of a condominium, be a member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. A person shall be deemed an owner of a condominium upon recordation of a deed conveying the condominium to him or upon execution of a real estate contract vesting title upon completion of the contract and the membership shall be appurtenant to the condominium conveyed.

Letter (a) of Section 1, Article VII shall remain the same and is incorporated herein by this reference.

4. Article VIII, Section 1, is hereby amended as follows:

Section 1. PRIORITY

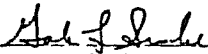
Where the mortgagee of a mortgage of record or the beneficiary of a deed of trust, or other purchaser of a condominium, obtains title to the same as a result of foreclosure of any such mortgage, or other purchaser of a condominium obtains title to the same as a result of a deed taken in lieu of foreclosure, the acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such condominium which became due prior to the acquisition of title to such condominium by such acquirer, but shall be subject to any future assessments which became due subsequent to his acquisition of title. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the condominiums, including such acquirer, his successors and assigns.

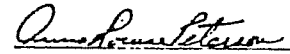
## II.

EFFECT OF AMENDMENT OF DECLARATIONS

As previously stated, the Amended Declarations only specifically affect those sections set out above and only effect those sections to the extent that the language, terms, conditions, and duties, set out therein, are amended specifically by the addition of new language or the deletion of phraseology from the above-noted sections.

DATED: 9-20-84

  
Gale M. Stoke, President

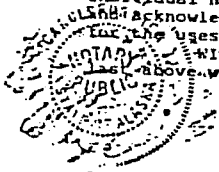
  
Anna Louise Peterson, Treasurer

L.  
CASTLES OF BRYN MAWR CONDOMINIUM  
ASSOCIATION

CASTLES OF BRYN MAWR  
CONDOMINIUM ASSOCIATION

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

19 84 THIS IS TO CERTIFY that on this 20 day of Sept.  
before me the undersigned, a Notary Public in and for  
the State of Alaska, personally appeared Male J.  
Male, known to me and known to be the  
individual named in and who executed the foregoing instrument  
and acknowledged to me that he/she did so freely and voluntarily  
for the uses and purposes stated therein.  
WITNESS my hand and official seal on the day and year  
last above written.



Carol Fortier  
Notary Public in and for Alaska  
My Commission Expires: 11/7/87

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

19 84 THIS IS TO CERTIFY that on this 20 day of Sept.  
before me the undersigned, a Notary Public in and for  
the State of Alaska, personally appeared Ann M. Bouge  
Bouge, known to me and known to be the  
individual named in and who executed the foregoing instrument  
and acknowledged to me that he/she did so freely and voluntarily  
for the uses and purposes stated therein.  
WITNESS my hand and official seal on the day and year  
last above written.



Carol Fortier  
Notary Public in and for Alaska  
My Commission Expires: 11/7/87

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_  
19 \_\_\_\_\_, before me the undersigned, a Notary Public in and for  
the State of Alaska, personally appeared \_\_\_\_\_  
\_\_\_\_\_, known to me and known to be the  
individual named in and who executed the foregoing instrument  
and acknowledged to me that he/she did so freely and voluntarily  
for the uses and purposes stated therein.  
WITNESS my hand and official seal on the day and year  
last above written.

Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

-4-

84-07465.4  
17-CCC

RECORDED-FILED  
ANCHORAGE REG.  
DISTRICT

SEP 21 8 59 AM '84

REQUESTED BY A.S. DR ANN LOUISE PETKINS

ADDRESS 4829 Bryn. Ardd Ct #4  
ANCH AK 99508



NO. 1200-1-062

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS, RESERVATION OF EASEMENTS AND CONDOMINIUM PLAN  
PURSUANT TO THE HORIZONTAL PROPERTY REGIMES ACT  
OF THE STATE OF ALASKA (A.S. 34.07, et seq.)

FOR

CASTLES OF BRYN MAWR, A condominium  
Phase I and Phase II

The Declaration of Covenants, Conditions and Restrictions, Reservations of Easements and Condominium Plan pursuant to the Horizontal Property Regimes Act for the State of Alaska recorded October 29, 1980, in Book 540 at page 135, and amendment to Declaration recorded July 24, 1981, in Book 623 at page 788, and further amendment (which was voted upon and approved by 84.8565% of the total ownership at a special meeting attended by 9 unit owners in person and who also presented 17 proxies for a total of 26 owners being represented) recorded September 21, 1984, in Book 1161 at page 0957, is hereby further amended in part as follows:

I.

AMENDMENT

The Declaration of Covenants, Conditions and Restrictions, Reservations of Easements and Condominium Plan pursuant to the Horizontal Property Regimes Act for the State of Alaska, for the CASTLES OF BRYN MAWR, A condominium, Phase I and II is amended in part and only in part as specifically set out in this Amended Declaration. If a section is not directly and specifically amended herein, it shall remain in full force and effect as has been previously adopted and recorded.

1. Article I, Section 3, is hereby amended as follows:

Section 3. UNIT

"Unit" shall mean and include the elements of a condominium not owned in common with the owners of other condominiums in the property; each of the units in the multi-family structure, each separately described and designated in Exhibit A which is attached to the originally recorded Declarations and which is incorporated herein by this reference, shall be a separate free-hold estate consisting of the space bounded by and contained within the interior surfaces of the perimeter walls, floors, roof, windows, and doors, of each unit. In interpreting deeds, declarations, and plans, the existing

physical boundaries of the unit, or a unit constructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the description expressed in the deed, plan or declaration regardless of settling or lateral movement of the building, and regardless of minor variances between boundaries as shown on the plan or in the deed and declaration and those of the building as constructed. Concurrently with the recording of the original Declaration (above-referenced), a survey map and floor plan of the project was filed in the Anchorage Recording District, Third Judicial District, State of Alaska under File Nos. 80-160 and 81-132.

As previously stated, this Amended Declaration only specifically effects the above section set out and only effects this section to the extent that the file numbers have been added to the last sentence of this section where before there was only a blank.

This Amendment was voted upon by 84,588 of the total ownership at a special meeting attended in person by 13 unit owners and 14 unit owners being represented by proxy for a total of 27 unit owners being represented.

DATED: 11 December 1984

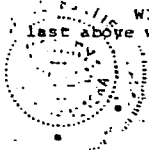
Shirley Greene  
DIRECTOR

Carol Farther  
DIRECTOR

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

19 84 THIS IS TO CERTIFY that on this 11<sup>th</sup> day of Dec., before me the undersigned, a Notary Public in and for the State of Alaska, personally appeared Shirley Greene known to me and known to be the Director respectively, of the corporation therein named, and acknowledged to me that such corporation executed the foregoing instrument pursuant to its By-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal the day and year last above written.



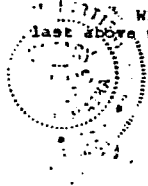
Carol Farther  
Notary Public in and for Alaska  
My Commission Expires: 1/17/87

1839-054

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 11<sup>th</sup> day of Dec,  
19 84, before me the undersigned, a Notary Public in and for the  
State of Alaska, personally appeared Ruth M. Rankin  
known to me and known to be the Director  
respectively, of the corporation therein named, and acknowledged  
to me that such corporation executed the foregoing instrument  
pursuant to its By-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal the day and year  
last above written.



Carol Foster  
Notary Public in and for Alaska  
My Commission Expires: 1/17/87

84- 096161

14-  
CLERK OF DISTRICT COURT  
ANCHORAGE, ALASKA

DEC 12 9 12 AM '84

REQUESTED BY ANN PETERSON  
ADDRESS 4829 BRYN MAWR #4  
ANCH, AK 99508

+  
1 copy

AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS, RESERVATION OF EASEMENTS  
AND CONDOMINIUM PLAN PURSUANT TO THE HORIZONTAL  
PROPERTY REGIMES ACT OF THE STATE OF ALASKA

FOR

CASTLES OF BRYN MAWR, A Condominium  
(Phase II)

The undersigned, ALASKA QUALITY HOMES, INC., an Alaskan corporation, successor in interest of MAX W. BEVINS, (hereinafter Declarant), on the \_\_\_\_\_ day of October, November, 1980, caused a "Declaration of Covenants, Conditions and Restrictions, Reservation of Easements and Condominium Plan Pursuant to the Horizontal Property Regimes Act of the State of Alaska (AS 34.07, et seq.) for Castles of Bryn Mawr, A Condominium (Phase I) (hereinafter Phase I Declaration) recorded in the Anchorage Recording District, Third Judicial District, State of Alaska in Book 540 at Pages 135 through 177, inclusive, and contemporaneously caused survey maps and floor plans for the project to be filed under File No. 80-160. The survey maps and floor plans referred to above are sometimes referred to herein as "Phase I survey maps and floor plans".

Said Phase I Declaration pertained to Phase I of the project known as Castles of Bryn Mawr Condominiums and set forth procedures for expansion to include additional real property and improvements thereon:

The property in Phase I is more particularly described as follows:

Parcel 1:

Tract One "B" One (1B-1), Thirteen "B" One (13B-1, Block Four (4), COLLEGEATE SUB-DIVISION, ADDITION NO. 1, according to the official plat thereof, filed under Plat Number 78-74, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Parcel 2: (Encroachment Eastment)

From a point on the Northern boundary of Lot Fourteen "B" (14-B), said point located thirty (30) feet West of the

Northwest corner of said Lot Fourteen "B" (14-B), thence South 9.8 feet, thence West 63.2 feet, thence North 9.8 feet, thence East, along the North boundary of Lot Fourteen "B" (14-B), a distance of 63.2 feet to the point of beginning.

Parcel 3: (Access Easement)

A strip of land 20.00 feet wide over and across Lot Thirteen "B" Two (13B-2), Block Four (4), COLLEEGATE SUBDIVISION ADDITION NO. 1, recorded as Plat No. 78-74, Anchorage Recording District, Third Judicial District; said strip of land lying adjacent to the westerly and southerly lot lines of Lot Thirteen "B" One (13B-1), said Block Four (4), COLLEEGATE SUBDIVISION, ADDITION NO. 1; said strip of land being 20.00 feet wide as measured perpendicular to the above-described lot line being common to Lots 13B-1 and 13B-2, said Block Four (4), COLLEEGATE SUBDIVISION ADDITION NO. 1

The purpose of this Amendment to the Phase I Declaration is to reflect expansion of the project to include additional land and improvements.

Pursuant to Article XXIII of such Phase I Declaration, Declarant being the owner of the real property described as follows:

Tract Thirteen "B" Two (13B-2), Block Four (4), COLLEEGATE SUBDIVISION, ADDITION NO. 1, according to the official plat thereof, filed under Plat Number 78-74, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

hereby submits said property to the provisions of the Horizontal Property Regimes Act (Title 34, Chapter 7, Alaska Statutes) as now existing, or as hereafter amended, and hereby establishes an Amended Horizontal Property Regime with respect to the Phase I and the Phase II property so that all the property described above shall be a single "property" as defined in AS 34.07.450(13) and shall constitute a single "Horizontal Property Regime".

At the time of recording this Amended Declaration, there has been filed in the Anchorage Recording District,

Third Judicial District, State of Alaska, amended survey maps and floor plans for the entire project under File No. which amended floor plans and survey maps are incorporated by reference herein as if fully set forth. As used in this Amended Declaration, a reference to the floor plans and/or survey maps refers to the above-described amended floor plans and survey maps unless otherwise specified.

ARTICLE I

DEFINITIONS

Section 1. PROPERTY

The "Property" shall mean all the real property described above.

Section 2. CONDOMINIUM

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

Section 3. UNIT

"Unit" shall mean and include the elements of a condominium not owned in common with the owners of other condominiums in the property; each of the units in the multi-family structure, each separately described and designated in Exhibit A which is attached and incorporated herein by this reference, shall be a separate free-hold estate consisting of the space bounded by and contained within the interior surfaces of the perimeter walls, floors, roof, windows and doors of each unit. In interpreting deeds, declarations and plans, the existing physical boundaries of the unit, or a unit constructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the description expressed in the deed, plan or declaration, regardless of settling or lateral movement of the building, and regardless of minor variances between boundaries as shown on the plan or in the deed and declaration and those of the building as constructed.

Section 4. UNIT OWNER

"Unit owner" shall mean the person or persons holding title in fee to a unit.

Section 5. PROJECT

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

Section 6. LIMITED COMMON AREAS

"Limited common areas" shall be and include all areas for which exclusive easements are reserved for the benefit of unit owners, including, but not limited to, assigned parking spaces, and yard areas, as those areas are set forth on the survey map and/or the set of floor plans filed simultaneously herewith and incorporated herein by this reference as though fully set forth. The limited common areas for each unit are described in Exhibit "B" attached to this Declaration and incorporated herein by this reference.

Section 7. COMMON AREAS

"Common areas" shall mean and include all areas on the property, except the units, and shall further include, for maintenance purposes of the Association, all gas, water and waste pipes, all sewers, all ducts, chutes, conduits, wires and other utility installation of the multifamily structure wherever located (except the outlets thereof when located within the units), the lot upon which the structure is located and the airspace above the structure, all bearing walls, columns, floors, the roof, slab, foundation, and landscaping.

Section 8. RESIDENCE

"Residence" shall mean and include a unit and its corresponding limited common areas over which the unit owner has an exclusive easement as provided for herein.

Section 9. COMMON ASSESSMENT

"Common assessment" shall mean the charge against an owner for his proportionate share of the cost of maintaining, improving, repairing and managing the project and all other common expenses, including operational costs for the common areas, which are to be paid by each unit owner to the Association for common expenses and charged to his condominium.

Section 10. SPECIAL ASSESSMENT

"Special assessment" shall mean a charge against a particular unit owner and his condominium, directly attribu-

table to the unit owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration.

Section 11. CAPITAL IMPROVEMENT ASSESSMENT

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

Section 12. ASSOCIATION

"Association" shall mean Castles of Bryn Mawr Condominium Association.

Section 13. COMMON EXPENSES

"Common expenses" shall mean the actual and estimated costs of maintenance, management, operation, repair and replacement of the common areas and limited common areas (to the extent not paid by the unit owner responsible for payment), including unpaid special reconstruction and capital improvement assessments; costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of utilities, gardening and other services benefiting the common areas and limited common areas; the costs of fire, casualty, liability, workmen's compensation and other insurance covering the project; the cost of bonding of the members of the Association or managing agents; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the entire project or portions thereof; and the costs of any other item or items designated by the Association for any reason whatsoever.

Section 14. MORTGAGE - MORTGAGEE - MORTGAGOR

Reference in this Declaration to a mortgage shall be deemed to include a deed of trust; reference to a mortgagee shall be deemed to include the beneficiary of a deed of trust; and reference to a mortgagor shall be deemed to include the trustor of the deed of trust.



Section 15.

BOARD OF DIRECTORS

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

ARTICLE II

RESIDENCE AND USE RESTRICTIONS

Section 1.

SINGLE-FAMILY RESIDENCE

Residences shall be used exclusively for single-family residential purposes.

Section 2.

DESCRIPTION OF CONDOMINIUM BUILDING

There are two condominium buildings in Phase II of this project. The buildings are labeled as Building 4 and Building 5 and each building contains eight condominium units. Each building is a two-story building a wood frame construction, concrete block foundation and a composition shingle roof.

Sections 3 through 13 of Article II of the Phase I Declaration are expressly incorporated herein by reference as though fully set forth.

ARTICLE III

ARCHITECTURAL PROVISIONS

See ARTICLE III of the Phase I Declaration which is expressly incorporated by reference herein as if fully set forth.

ARTICLE IV

REPAIR AND MAINTENANCE

See ARTICLE IV of the Phase I Declaration which is expressly incorporated by reference herein as if fully set forth.

ARTICLE V

DESTRUCTION OF IMPROVEMENTS

See ARTICLE V of the Phase I Declaration which is expressly incorporated by reference herein as if fully set forth.

ARTICLE VI

ASSESSMENTS

See ARTICLE VI of the Phase I Declaration which is expressly incorporated by reference herein as if fully set forth.

ARTICLE VII

THE ASSOCIATION

See ARTICLE VII of the Phase I Declaration which is expressly incorporated by reference herein as if fully set forth.

The Phase II land and improvements described above shall be subject to administration by the Association ninety (90) days after completion of transfer of title to purchasers of units in Phase II representing seventy percent (70%) of the voting strength of all unit owners in Phase II as determined by the percentage of undivided interest in the common areas and facilities set forth in Exhibit C, or upon the recording by the Declarant of a statement to that effect and delivery of such statement to the president of the Association, whichever even first occurs.

Prior to such time or event, the Declarant, or its successors or assigns, shall have all the rights, powers and obligations of the Association and of the Board to administer Phase II of the project; provided, however, that Declarant shall be subject to all limitations of such power on the Declarant or Association or Board provided for in the above-referred to Phase I Declaration, these Amended Declarations, the Bylaws or the Amended Bylaws.

ARTICLE VIII

RIGHTS OF MORTGAGEE

See Article VIII of the Phase I Declaration which is expressly incorporated by reference herein as if fully set forth.

ARTICLE IX

INSURANCE

See ARTICLE IX of the Phase I Declaration which is expressly incorporated by reference herein as if fully set forth.

ARTICLE X

DURATION AND AMENDMENT

See ARTICLE X of the Phase I Declaration which is expressly incorporated by reference herein as if fully set forth.

ARTICLE XI

CONDEMNATION

See ARTICLE XI of the Phase I Declaration which is expressly incorporated by reference herein as if fully set forth.

ARTICLE XII

MISCELLANEOUS

See ARTICLE XII of the above-referenced Phase I Declaration which is expressly incorporated by reference herein as if fully set forth, except for ARTICLE XII, Section 5, entitled "Valuation of Unit and Property and Voting Rights". Each unit in Phase I and Phase II is valued as set forth in Exhibit C, the total value of such units being the value of property comprising the project. The owner of each unit shall have an undivided interest in the common areas and facilities appertaining to each unit for all purposes, including voting, as set forth in Exhibit C.

ARTICLE XIII

Article XIII of Phase I Declaration (erroneously labeled as Article XXIII on the Phase I Declaration) is expressly incorporated by reference herein as if fully set forth.

This Declaration has been executed on the 23 day of July, 1981.

ALASKA QUALITY HOMES, INC.

By 

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

) ss.  
)

THIS IS TO CERTIFY that on this 23 day of July, 1981, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Paul D. Smith, known to me to be the President of ALASKA QUALITY HOMES, INC., a corporation named above, and known to me to be the person named in and who executed the within and foregoing instrument, for and on behalf of said corporation by authority duly vested in him and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

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

*Carol F. Fisher*  
Notary Public in and for Alaska  
My Commission Expires: 11/7/83

EXHIBIT AOne Bedroom Unit:

This unit contains a living room with fireplace and dining area, a fully-equipped kitchen, one full bath, one bedroom with closet space and an entry hall. Units 17, 20, 25 and 28 are one bedroom units.

Two Bedroom Unit:

This unit contains a living room with fireplace and dining area, a fully-equipped kitchen, one full bath, two bedrooms with closet space and an entry hall. Units 18, 19, 21, 22, 23, 24, 26, 27, 29, 30, 31 and 32 are all two-bedroom units.

The units are located as follows:

Unit 17:

This unit is the lower level unit on the North end on Condominium Building 4 and contains approximately 806 square feet of living area.

Unit 18:

This unit is located to the immediate right of Unit 17 as viewed when facing East and contains approximately 953 square feet of living area.

Unit 19:

This unit is located to the immediate right of Unit 18 as viewed when facing East and contains approximately 947 square feet of living area.

Unit 20:

This unit is located on the South end of Condominium Building 4 on the lower level and contains approximately 775 square feet of living area.

Unit 21:

This unit is located directly above Unit 17 and contains approximately 948 square feet of living area.

Unit 22:

This unit is located directly above Unit 18 and contains approximately 1,041 square feet of living area.

Unit 23:

This unit is located directly above Unit 19 and contains approximately 1,051 square feet of living area.

Unit 24:

This unit is located directly above Unit 20 and contains approximately 929 square feet of living area.

Unit 25:

This unit is located on the North end of condominium Building 5 on the lower level and contains approximately 777 square feet of living area.

Unit 26:

This unit is located to the immediate right of Unit 25 as viewed when facing East and contains approximately 945 square feet of living area.

Unit 27:

This unit is located to the immediate right of Unit 26 as viewed when facing East and contains approximately 961 square feet of living area.

Unit 28:

This unit is located on the South end of Condominium Building 5 and contains approximately 809 square feet of living area.

Unit 29:

This unit is located directly above Unit 25 and contains approximately 929 square feet of living area.

Unit 30:

This unit is located directly above Unit 26 and contains approximately 1,064 square feet of living area.

Unit 31:

This unit is located directly above Unit 27 and contains approximately 1,013 square feet of living area.

Unit 32:

This unit is located directly above Unit 28 and contains approximately 953 square feet of living area.

The immediate common area to which all of the units have access is the common area entry hallways which lead directly to the common area real property.

## EXHIBIT B

Description of Limited Common Areas and Facilities

The following described portions of the common areas and facilities are "limited common areas and facilities", reserved for the exclusive use of the particular units below listed to the exclusion of all other units in the project, as also shown on the survey map and floor plan of the project on file:

Unit 17:

Approximately 122 square feet of deck area designated as "D-17".

Approximately 18 square feet of deck storage area designated as "DS-17".

Approximately 160 square feet of covered parking designated as "CP-17".

Approximately 13 square feet of storage area designated as "S-17".

Unit 18:

Approximately 99 square feet of deck area designated as "D-18".

Approximately 17 square feet of deck storage area designated as "DS-18".

Approximately 165 square feet of covered parking designated as "CP-18".

Approximately 15 square feet of storage area designated as "S-18".

Unit 19:

Approximately 99 square feet of deck area designated as "D-19".

Approximately 18 square feet of deck storage area designated as "DS-19".

Approximately 165 square feet of covered parking designated as "CP-19".



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Approximately 16 square feet of storage area designated as "S-19".

Unit 20:

Approximately 87 square feet of deck area designated as "D-20".

Approximately 17 square feet of deck storage area designated as "DS-20".

Approximately 165 square feet of covered parking designated as "CP-20".

Approximately 15 square feet of storage area designated as "S-20".

Unit 21:

Approximately 110 square feet of deck area designated as "D-21".

Approximately 16 square feet of deck storage area designated as "DS-21".

Approximately 64 square feet of front deck area designated as "FD-21".

Approximately 165 square feet of covered parking designated as "CP-21".

Approximately 16 square feet of storage area designated as "S-21".

Unit 22:

Approximately 84 square feet of deck area designated as "D-22".

Approximately 15 square feet of deck storage area designated as "DS-22".

Approximately 165 square feet of covered parking designated as "CP-22".

Approximately 16 square feet of storage area designated as "S-22".

Unit 23:

Approximately 93 square feet of deck area designated as "D-23".

Approximately 17 square feet of deck storage area designated as "DS-23".

Approximately 23 square feet of front deck area designated as "FD-23".

Approximately 165 square feet of covered parking designated as "CP-23".

Approximately 16 square feet of storage area designated as "S-23".

Unit 24:

Approximately 94 square feet of deck area designated as "D-24".

Approximately 9 square feet of deck storage area designated as "DS-24".

Approximately 31 square feet of front deck area designated as "FD-24".

Approximately 165 square feet of covered parking designated as "CP-24".

Approximately 25 square feet of storage area designated as "S-24".

Unit 25:

Approximately 91 square feet of deck area designated as "D-25".

Approximately 10 square feet of deck storage area designated as "DS-25".

Approximately 158 square feet of covered parking designated as "CP-25".

Approximately 24 square feet of storage area designated as "S-25".

Unit 26:

Approximately 96 square feet of deck area designated as "D-26".

Approximately 26 square feet of deck storage area designated as "DS-26".

Approximately 163 square feet of covered parking designated as "CP-26".

Approximately 16 square feet of storage area designated as "S-26".

Unit 27:

Approximately 102 square feet of deck area designated as "D-27".

Approximately 20 square feet of deck storage area designated as "DS-27".

Approximately 157 square feet of covered parking designated as "CP-27".

Approximately 23 square feet of storage area designated as "S-27".

Unit 28:

Approximately 110 square feet of deck area designated as "D-28".

Approximately 17 square feet of deck storage area designated as "DS-28".

Approximately 158 square feet of covered parking designated as "CP-28".

Approximately 18 square feet of storage area designated as "S-28".

Unit 29:

Approximately 92 square feet of deck area designated as "D-29".

Approximately 14 square feet of deck storage area designated as "DS-29".

Approximately 31 square feet of front deck area designated as "FD-29"

Approximately 158 square feet of covered parking designated as "CP-29".

Approximately 21 square feet of storage area designated as "S-29".

Unit 30:

Approximately 97 square feet of deck area designated as "D-30".

Approximately 15 square feet of deck storage area designated as "DS-30".

Approximately 25 square feet of front deck area designated as "FD-30".

Approximately 158 square feet of covered parking designated as "CP-30".

Approximately 26 square feet of storage area designated as "S-30".

Unit 31:

Approximately 101 square feet of deck area designated as "D-31".

Approximately 12 square feet of deck storage area designated as "DS-31".

Approximately 156 square feet of covered parking designated as "CP-31".

Approximately 16 square feet of storage area designated as "S-31".

Unit 32:

Approximately 102 square feet of deck area designated as "D-32".

Approximately 14 square feet of deck storage area designated as "DS-32".

Approximately 64 square feet of front deck area designated as "FD-32"

Approximately 157 square feet of covered parking  
designated as "CP-32".

Approximately 15 square feet of storage area  
designated as "S-32".

EXHIBIT C

Value of Units and Undivided Interests in Common Areas and Facilities

Unit	Value	Undivided Interest in Common Areas and Facilities
1	\$ 75,500.00	3.3826%
2	76,000.00	3.4050%
3	76,000.00	3.4050%
4	77,500.00	3.4722%
5	76,000.00	3.4050%
6	76,000.00	3.4050%
7	77,500.00	3.4722%
8	76,000.00	3.4050%
9	76,000.00	3.4050%
10	77,500.00	3.4722%
11	76,000.00	3.4050%
12	76,000.00	3.4050%
13	53,000.00	2.3745%
14	53,000.00	2.3745%
15	57,000.00	2.5537%
16	57,000.00	2.5537%
17	65,000.00	2.9121%
18	69,000.00	3.0916%
19	69,000.00	3.0916%
20	65,000.00	2.9121%
21	70,000.00	3.1362%
22	70,000.00	3.1362%
23	70,000.00	3.1362%
24	70,000.00	3.1362%
25	65,000.00	2.9121%
26	69,000.00	3.0916%
27	69,000.00	3.0916%
28	65,000.00	2.9121%
29	70,000.00	3.1362%
30	70,000.00	3.1362%
31	70,000.00	3.1362%
32	70,000.00	3.1362%
TOTAL	\$ 2,232,000.00	100.0000%

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