

Original 9/25/74

Book 230, PAGE 546

DECLARATION SUBMITTING REAL PROPERTY  
TO THE HORIZONTAL PROPERTY REGIMES ACT OF  
THE STATE OF ALASKA

The undersigned, GAMEL HOMES, INC., an Alaska corporation, being the sole owner of the real property described in Paragraph 1 below, hereby submits the said property to the provisions of the Horizontal Property Regimes Act (Condominiums) of the State of Alaska (Chapter 34.07) as now existing or as hereafter amended, for the project known as EASTRIDGE CONDOMINIUM.

There are incorporated herein as though set forth in full as part hereof, the survey map and floor plans of EASTRIDGE CONDOMINIUM, Phase I, pertaining to the subject property as filed simultaneously herewith in the office of the Recorder for the Anchorage Recording District, Third Judicial District, State of Alaska, under File No. 74-194 74-207 75-12

In order to create a condominium project consisting of said land and improvements to be known as EASTRIDGE CONDOMINIUM, the Owner, in furtherance thereof, makes the following declarations as to covenants, conditions, restrictions, easements, and reservations and plan, and hereby declares and agrees that the said property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to said declarations, which declarations are binding upon the entire property and benefit and burden each unit and are binding upon its owners or possessors and their heirs, successors and assigns. -

The terms mortgage, mortgagee, and mortgagor as used herein shall include the meaning of the terms deed of trust, beneficiary, and trustor, respectively. The term Declarant shall include the parties of interest herein submitting this Declaration, and its successors and assigns. The term Association shall refer to the Association of Condominium Owners. The term unit means apartment as defined in 34.07.450 AS.

1. Description of Land

Phase I

Lot 2B, of EASTRIDGE ADDITION NO. 1, according to Plat No. 74-108, in the Anchorage Recording District, Third Judicial District, State of Alaska.

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2. Description of Buildings in Phase I

There are five (5) multifamily residential buildings and three (3) garage buildings constructed on this site, as shown on the survey map and floor plans filed simultaneously herewith pursuant to law under File No. 74-124 74-207 75-19

(a) The residential buildings are two-story or three-story wooden frame construction over a concrete foundation, and vary in size from those containing 4 residential units to those containing 7 residential units.

(b) The residential buildings contain a total of twenty-four (24) residential units. The units in each building are staggered side by side, each facing the roadway. A garage is incorporated in some of the units, with other units being entitled to space in a detached garage. The three garage buildings are of wooden frame construction on concrete foundation. Each garage building has garage door exit to roadway, and doorway exit in the rear towards the adjacent residential unit.

(c) The residential buildings are designated as: Building 5, Lot 2B; Building 6, Lot 2B; Building 7, Lot 2B; Building 8, Lot 2B; and Building 9, Lot 2B. (Building 5, Lot 2B has, in addition to 4 residential units, two attached double garages). The residential units in each building are designated by number.

(d) The buildings are located on the land as follows:

Bldg 5, Lot 2B, in southwest portion	- 4 units
Bldg 6, Lot 2B, in southern portion	- 7 units
Bldg 7, Lot 2B, in southeast portion	- 5 units
Bldg 8, Lot 2B, between north and south portion	- 4 units
Bldg 9, Lot 2B, in north portion	- 4 units

1 Garage building to north of Bldg 6, Lot 2B  
2 Garage buildings to northwest of Bldg 7, Lot 2B

(e) There are four basic floor plan designs for the residential units identified and described as follows:

(1) Vail

This is a five-level unit approximately 1680 square feet in area, consisting of living room with adjacent concrete fenced patio on the first level; entry hall and guest closet on the second level; kitchen, pantry, dining room, and outside deck on the third level; 2 bedrooms, bath and laundry area on the fourth level; and 1 bedroom, bath and sundeck on the fifth level.

It has a 2-car attached garage on the second level.

The unit is carpeted and is equipped with range, dishwasher, garbage disposal, trash compactor, and has a fireplace.

(2) Aspen

This is a five-level unit approximately 1470 square feet in area, consisting of living room with adjacent concrete fenced patio on the first level; entry hall and guest closet on the second level; kitchen, pantry, dining room, and outside deck on the third level; 1 bedroom, bath and laundry area on the fourth level; and 1 bedroom, bath, and sundeck on the fifth level.

It has a 1-car attached garage on the second level.

The unit is carpeted and is equipped with range, dishwasher, garbage disposal, trash compactor, and has a fireplace.

(3) Alyeska

This is a three-level unit approximately 1567 square feet in area, consisting of living room on the first level; entry hall, kitchen, dining room, guest closet, and half bath on the second level; 3 bedrooms, 2 bathrooms, utility area and 2 sundecks on the third level.

The units have the exclusive use and benefit of either 1-car detached garage space (Alyeska-1) or 2-car detached garage space (Alyeska-2) as shown on the survey map and floor plans.

The unit is carpeted and is equipped with range, dishwasher, garbage disposal, trash compactor, and has a fireplace.

(4) Taos

This is a four-level unit approximately 1861 square feet in area, consisting of entry foyer and guest closet on the first level; 2 bedrooms, bath and laundry area on the second level; kitchen, dining room, living room and enclosed sun deck on the third level; and sitting room, bedroom and bath on the fourth level.

It has a 2-car attached garage on the first level.

The unit is carpeted and is equipped with range, dishwasher, garbage disposal, trash compactor, and has a fireplace.

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3. Description of Units in Phase I

<u>Unit</u>	<u>Location</u>	<u>Type</u>	<u>Approx Area in Square Feet</u>
#20	Bldg 5, Lot 2B	Vail	1680
#21	Bldg 5, Lot 2B	Aspen	1470
#22	Bldg 5, Lot 2B	Aspen	1470
#23	Bldg 5, Lot 2B	Aspen	1470
#24	Bldg 6, Lot 2B	Alyeska-2	1567
#25	Bldg 6, Lot 2B	Alyeska-2	1567
#26	Bldg 6, Lot 2B	Alyeska-1	1567
#27	Bldg 6, Lot 2B	Alyeska-1	1567
#28	Bldg 6, Lot 2B	Alyeska-1	1567
#29	Bldg 6, Lot 2B	Alyeska-1	1567
#30	Bldg 6, Lot 2B	Alyeska-1	1567
#31	Bldg 7, Lot 2B	Alyeska-2	1567
#32	Bldg 7, Lot 2B	Alyeska-2	1567
#33	Bldg 7, Lot 2B	Alyeska-1	1567
#34	Bldg 7, Lot 2B	Alyeska-2	1567
#35	Bldg 7, Lot 2B	Alyeska-2	1567
#36	Bldg 8, Lot 2B	Taos	1861
#37	Bldg 8, Lot 2B	Taos	1861
#38	Bldg 8, Lot 2B	Taos	1861
#39	Bldg 8, Lot 2B	Taos	1861
#40	Bldg 9, Lot 2B	Taos	1861
#41	Bldg 9, Lot 2B	Taos	1861
#42	Bldg 9, Lot 2B	Taos	1861
#43	Bldg 9, Lot 2B	Taos	1861

All units have immediate access to a common walkway from its front entry and all units have access to a common roadway (either Cliffside Drive or Eastridge Drive) from its garage.

4. The Common Areas and Facilities Consist of:

- (a) All the land described in Paragraph 1 above as Phase I, and the airspace above the same, except that space which each unit occupies.
- (b) All utility pipes, lines and facilities except those actually within the space occupied by each unit.
- (c) The foundations, columns, girders, beams, supports, main walls and roofs of the buildings.
- (d) The installations of central services such as power, light, gas, hot and cold water, and heating.
- (e) The yards, gardens and walkways.
- (f) In general, all apparatus and installations existing for common use.



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- 1 (g) All improvements situated upon the above described  
2 property and shown on the mentioned survey map and  
3 floor plans, except those improvements actually  
4 within the space occupied by each unit. ✓  
5  
6 (h) Partition walls between all units, except for the  
7 surfaces of such partition walls facing an apart- ✓  
8 ment unit.  
9  
10 (i) All other parts of the property necessary or con-  
11 venient to its existence, maintenance and safety,  
12 or normally in common use.

13 5. Description of Limited Common Areas and Facilities.

- 14 (a) In all the units that do not have garage space as  
15 an integral part of the unit per preceding  
16 descriptions, each such unit owner shall have the  
17 exclusive use of the garage space designated on  
18 the mentioned survey map and floor plans having  
19 the G prefix corresponding to his unit number, in  
20 a detached garage building.  
21  
22 (b) The paved driveway from Eastridge Drive to the  
23 garage building to the north of Building VI is  
24 for the exclusive use of the owners of the units  
25 in Building VI which are serviced by said driveway.  
26 Similarly, the paved driveway from Eastridge Drive  
27 to the two garage buildings to the northwest of  
28 Building VII is for the exclusive use of the  
29 owners of the units in Building VII which are  
30 serviced by said driveway.  
31  
32 (c) Each unit owner shall have the exclusive use of  
the fenced yard area immediately adjacent to his  
unit, as illustrated on the survey map and floor  
plans. ✓

21 The maintenance of the aforescribed limited common  
22 areas shall be governed by the Association of  
23 Condominium Owners, but shall be at the expense of  
24 the apartment owner having beneficial use of the  
25 limited common area. ✓

6. Value of Property of Each Unit and the Percentage of Undivided Interest in Phase I

The value of the property described in Paragraph 1 above as to Phase I, pursuant to the provisions of Section 34.07.160 AS, is \$1,439,950.00. The value of each unit, including its limited common areas, and the percentage of undivided interest in the common areas and facilities appertaining to each unit and its owner for statutory purposes, and including voting, is as follows:

<u>Unit No.</u>	<u>Design</u>	<u>Unit Value</u>	<u>Percentage of Undivided Interest</u>
#20, Bldg 5, Lot 2B - Vail		\$59,800.00	4.1541 percent
#21, Bldg 5, Lot 2B - Aspen		55,250.00	3.8369
#22, Bldg 5, Lot 2B - Aspen		55,250.00	3.8369
#23, Bldg 5, Lot 2B - Aspen		55,250.00	3.8369
#24, Bldg 6, Lot 2B - Alyeska-2		60,600.00	4.2084
#25, Bldg 6, Lot 2B - Alyeska-2		60,600.00	4.2084
#26, Bldg 6, Lot 2B - Alyeska-1		57,800.00	4.0140
#27, Bldg 6, Lot 2B - Alyeska-1		57,800.00	4.0140
#28, Bldg 6, Lot 2B - Alyeska-1		57,800.00	4.0140
#29, Bldg 6, Lot 2B - Alyeska-1		57,800.00	4.0140
#30, Bldg 6, Lot 2B - Alyeska-1		57,800.00	4.0140
#31, Bldg 7, Lot 2B - Alyeska-2		60,600.00	4.2084
#32, Bldg 7, Lot 2B - Alyeska-2		60,600.00	4.2084
#33, Bldg 7, Lot 2B - Alyeska-1		57,800.00	4.0140
#34, Bldg 7, Lot 2B - Alyeska-2		60,600.00	4.2084
#35, Bldg 7, Lot 2B - Alyeska-2		60,600.00	4.2084
#36, Bldg 8, Lot 2B - Taos		63,000.00	4.3575
#37, Bldg 8, Lot 2B - Taos		63,000.00	4.3575
#38, Bldg 8, Lot 2B - Taos		63,000.00	4.3575
#39, Bldg 8, Lot 2B - Taos		63,000.00	4.3575
#40, Bldg 9, Lot 2B - Taos		63,000.00	4.3575
#41, Bldg 9, Lot 2B - Taos		63,000.00	4.3575
#42, Bldg 9, Lot 2B - Taos		63,000.00	4.3575
#43, Bldg 9, Lot 2B - Taos		63,000.00	4.3575

7. Purpose of Use.

The purpose for which the buildings and each of the units is intended is residential for a single family.

The units and common areas shall be occupied and used as follows:

(a) Each unit shall be used as a residence for a single family or for two (but no more) unrelated persons living as a single family unit, and for no other purpose.

(b) There shall be no obstruction of the common areas, nor shall anything be stored in the common areas without the prior consent of the Board of Directors of the Association of Condominium Owners, except as hereinafter expressly provided.

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1 (c) Nothing shall be done or kept in any unit or in the  
2 common areas which will increase the rate of insurance on the  
3 buildings without the prior written consent of the Board. No  
4 owner shall permit anything to be done or kept in his unit or in  
5 the common areas which will result in the cancellation of insurance  
6 on the buildings or which would be in violation of any law. No  
7 waste will be committed in the common areas.

8 (d) No sign of any kind shall be displayed to the  
9 public view on or from any unit or the common areas, without the  
10 prior consent of the Board, excepting "for sale" signs.

11 (e) No animals, livestock, or poultry of any kind shall  
12 be raised, bred, or kept in any unit or in the common areas,  
13 except that dogs, cats, or other household pets may be kept in  
14 units, subject to rules and regulations adopted by the Board, pro-  
15 vided that they are not kept, bred, or maintained for any commercial  
16 purpose; and provided further that any such pet causing a nuisance  
17 or unreasonable disturbance shall be permanently removed from the  
18 property subject to these restrictions upon three (3) days written  
19 notice from the Manager or the Board.

20 (f) No noxious or offensive activity shall be carried  
21 on in any unit or in the common areas, nor shall anything be done  
22 therein which may be or become an annoyance or nuisance to the  
23 other owners.

24 (g) Nothing shall be done in any unit or in, on or to  
25 the common areas which will impair the structural integrity of the  
26 buildings or which would structurally change the buildings, except  
27 as is otherwise provided herein.

28 (h) No drilling or mining operations of any kind shall  
29 be permitted upon or in any unit or the common areas.

30 (i) Nothing shall be altered or constructed in or re-  
31 moved from the common areas, except upon the written consent of the  
32 Board, and as otherwise provided herein.

33 (j) There shall be no violation of rules for the use  
34 of units or the common areas adopted by the Board and furnished in  
35 writing to the owners, and the Board is authorized to adopt such  
36 rules.

37 (k) A unit owner shall have the right to lease his  
38 entire unit, subject to all respects to the provisions of this  
39 Declaration and the By-Laws of the Association of Condominium  
40 Owners.

41 8. Address for Service of Process.

42 The name and address of the person to receive service of  
43 process in the cases provided for in the Horizontal Property  
44 Regimes Act of the State of Alaska is:

45 William E. Gamel, President  
46 Gamel Homes, Inc.  
47 3209 Denali Street  
48 Anchorage, Alaska 99503  
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1           9.    Partition, Subdivision and/or Combination

2           There shall be no alterations or partitioning or sub-  
3   dividing or combining of any unit or units, common areas and  
4   facilities or limited common areas and facilities, without the  
5   prior written consent of the Board of Directors of the Association  
6   of Condominium Owners, the holder of any first mortgage lien on  
7   such unit, and upon approval by a majority of the unit owners.

8           10.   Association and By-Laws

9           The unit owners are members of the Association of  
10   Condominium Owners, a non-profit organization. The administration  
11   of the property shall be by a board of directors in accordance with  
12   the By-Laws of the Association, recorded simultaneously herewith  
13   on SEP 15, 1974, in Book 230 at Page 560, records  
14   of the Anchorage Recording District, Alaska.

15           Control of the Association of Condominium Owners will  
16   become vested in the purchasers of the units within not more than  
17   120 days after completion of transfer to purchasers of title to  
18   units representing more than 50% of the votes of all unit owners.

19           The By-Laws may be amended by the affirmative vote of  
20   seventy percent (70%) of all unit owners. The By-Laws may provide  
21   (and may be enforced in respect of) other rules and regulations for  
22   the use, occupancy, and management of the property not inconsistent  
23   herewith and not inconsistent with the provisions of the Horizontal  
24   Property Regimes Act of the State of Alaska.

25           Subject to the provisions of this Paragraph 10, the  
26   Board of Directors shall elect officers, and the common expenses  
27   of the project, including without limitation the management and  
28   operation thereof, maintenance, repair and rebuilding of the  
29   common elements and premiums for liability and hazard insurance,  
30   shall be collected monthly through assessments, and collection  
31   thereof shall be by the Board of Directors. Said assessments shall  
32   be levied upon each unit owner proportionately to his percentage  
33   of undivided interest.

34           11.   Repair and Reconstruction.

35           If one or more of the buildings comprising this project  
36   are damaged or destroyed by causes covered by insurance, the Board  
37   of Directors shall immediately proceed to rebuild and restore the  
38   building or buildings so damaged or destroyed so that the same will  
39   be returned to substantially the same condition in which the  
40   building or buildings existed prior to such damage or destruction  
41   with each unit, the limited common areas, and common areas having  
42   substantially the same vertical and horizontal boundaries as before.  
43   If the insurance proceeds are insufficient to repair and reconstruct,  
44   the unit owners shall be liable for assessment for any deficiency  
45   as a common expense; however, if all of the buildings constituting  
46   this project are destroyed or substantially destroyed by causes  
47   covered by insurance and seventy percent (70%) of the units by  
48   respective owners vote at an Association meeting not to repair  
49   or rebuild but to take the insurance proceeds in cash, such insur-  
50   ance proceeds shall be applied by the Board of Directors first to  
51   satisfy the interests of the mortgagees or beneficiaries of the  
52   various units; second, to the cost of removing the destroyed struc-

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32  
1 ture; and the remaining proceeds divided among the unit owners  
2 based upon his percentage of undivided interest; provided, however,  
3 the amount to satisfy mortgages, deeds of trust, or liens on an  
4 individual unit shall be deducted from the unit owner's share of  
5 such insurance proceeds.

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12 12. Alteration of the Project

13 Restoration or replacement of the project or any  
14 building thereof or construction of any additional building or  
15 structural alteration or addition to any building, different in any  
16 material respect from the condominium file plan of the project,  
17 shall be undertaken by the Association or any apartment owner  
18 only upon the prior approval by a seventy percent (70%) majority  
19 vote of the unit owners. Promptly upon completion of such  
20 restoration, replacement or construction, the Association shall  
21 duly record a complete set of floor plans of the project so  
22 altered, certified as built by a registered architect or profes-  
23 sional engineer.

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31 13. Easements for Encroachment

32 If any part of the common areas and/or limited common  
areas now or hereafter encroaches upon any unit or if any unit now  
or hereafter encroaches upon any other unit or upon any portion of  
the common areas, and/or limited common areas, an easement for  
such encroachment and the maintenance thereof so long as it con-  
tinues, shall exist. In the event the buildings shall be partially  
or totally destroyed and then rebuilt, minor encroachments of any  
parts of the common areas and/or limited common areas upon any  
unit, any unit upon any other unit, or upon any portion of the  
common areas and/or limited common areas due to the construction  
shall be permitted and easements for such encroachments and the  
maintenance thereof shall exist.

14. Mortgage and Deed of Trust Protection.

(a) The prior written approval of all institutional  
holders of first mortgages must be obtained for the following:

- (1) The abandonment of the condominium status  
of the project, except for abandonment pro-  
vided by statute in the case of substantial  
loss to the units and common elements;
- (2) The partition or subdivision of any unit or  
the common elements;
- (3) A change in the percentage interests of the  
unit owners, except as otherwise provided  
herein, or by law (34.07.180(b) AS).

(b) Any lien of the Association resulting from non-  
payment of assessments shall be subordinate to the first mortgage  
lien.

(c) The Association shall be required to give the  
holders of first mortgages prompt notice of any default in the unit  
mortgagor's obligations under the condominium documents not cured  
within 30 days of the date of default.

(d) Any institutional holder of a first mortgage on a unit in the project will, upon request, be entitled to: (a) inspect the books and records of the condominium project during normal business hours, and (b) receive an annual audited financial statement of the Association within 90 days following the end of any fiscal year of the project; and (c) written notice of all meetings of the Association of Condominium Owners and be permitted to designate a representative to attend all such meetings.

(e) The institutional holders of first mortgages will be entitled to timely written notice of any condemnation or eminent domain proceeding, and notice of any substantial damage or destruction to any one or more of the buildings of the project, and no disposition thereof shall disturb mortgagee's first lien priority.

(f) Each holder of a first mortgage lien on a unit who comes into possession of the unit by virtue of a foreclosure of the mortgage, or by assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the unit free of any claims for unpaid assessments and charges against the unit which accrue prior to the time such holder comes into possession of the unit, except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessments or charges to all project units including the mortgaged unit.

#### 16. Amendment

Except as hereinafter stated, this Declaration may be amended by affirmative vote of the unit owners representing seventy percent (70%) or more of the total votes of all unit owners. However, the percentage of undivided interest of each unit owner in the common areas and facilities as expressed in this Declaration shall not be altered except by unanimous approval of all owners, except as provided in Paragraph 17 below in the event subsequent phases are established.

#### 17. Amendments to Establish Subsequent Phases

Notwithstanding any language to the contrary contained in this Declaration, Declarant shall have the right of its sole option to require alteration of the project at any time up to but not later than December 31, 1984, to bring within the scheme of this Declaration and the Horizontal Property Regime created hereby additional apartment units located on one or more of the tracts of land described as follows:

##### Phase II

Lot 1B, of EASTRIDGE ADDITION NO. 1, according to Plat No. 74-108, in the Anchorage Recording District, Third Judicial District, State of Alaska.

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Phase III

Lot 1A and Lot 2A, of EASTRIDGE ADDITION NO. 1, according to Plat No. 74-108, in the Anchorage Recording District, Third Judicial District, State of Alaska.

Phase IV

Lot 2C, of EASTRIDGE ADDITION NO. 1, according to Plat No. 74-108, in the Anchorage Recording District, Third Judicial District, State of Alaska.

This Declaration shall be effective immediately to establish Phase I of this condominium. All the units, common areas, and limited common areas in any phase are incorporated within the next succeeding phase. The provisions regarding Phase II shall supersede those for Phase I. The provisions regarding Phase III shall supersede those for Phases I and II. The provisions regarding Phase IV shall supersede those for Phases I, II and III, at such time as Declarant records a survey map and floor plans, or a certificate amending this Declaration, stating that the survey map and the floor plans filed from time to time, or therewith filed, accurately depict as-built all the units included in Phase II, Phase III or Phase IV, as the case may be. All common areas and facilities of a prior phase will be a part of and utilized by unit owners of the next succeeding phase as it is established and the additional owners will, after the commencement of the subsequent phase, also share in the expense of such common areas and facilities. Owners in a prior phase will similarly utilize the additional common areas and facilities made a part of the condominium when a subsequent phase is established and shall also share in the expense thereof from the commencement of such phase. When a subsequent phase commences, the common areas and facilities and the operations of the owners' association will be administered together for all phases then commenced as one condominium.

Unit Phase II is established, the additional land to be added in Phase II shall not be a part of this condominium; until Phase III is established, the additional land to be added in Phase III shall not be a part of this condominium; and until Phase IV is established, the additional land to be added in Phase IV shall not be a part of this condominium.

Declarant expects to establish all four phases, but is not required to establish Phases II, III and IV. If the land described for Phases II and/or III and/or IV is not used to establish a condominium phase, then it may be used for any other lawful purpose at the discretion of Declarant, its successors or assigns. Access over and across the property described in Phase I and any other phase subsequently established is reserved to Declarant or Declarant's successors or assigns over the easements, roadways, and utility lines specified or in any way established in and for such phases and the right to connect to each and all of them is also reserved. Such reservations are for the purpose either of completing and establishing subsequent phases or of otherwise developing portions of the land not utilized in completing a

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1 condominium phase or for the development of contiguous or other  
2 lands belonging to Declarant, its successors or assigns, for other  
3 purposes. If the land described for Phases II and/or III and/or  
4 IV is used to establish a condominium phase, then all the land  
described for Phase I and any other phase subsequently established  
shall constitute the property and shall be administered together  
as one fully-operational condominium.

5 In altering the project to create the additional units and  
6 common areas, the Declarant may, without the joinder or consent of  
7 any persons having an interest in the existing units, amend this  
8 Declaration to (1) create the additional apartments and common  
9 areas, (2) decrease the common interests appurtenant to each  
10 apartment existing prior to the amendment so that after the amend-  
11 ment each apartment unit shall have appurtenant to it an interest  
12 in the common elements as calculated according to the formula set  
13 forth in Paragraph 17 below, (3) add, withdraw, realign and grant  
14 utility easements over, under, across and upon the common areas,  
15 including but not limited to easements and/or rights of way for  
16 electric, gas, or telephone services, water, sewer and storm pipe  
17 lines, refuse disposal, driveways, parking areas and roadways,  
18 provided that such easements or rights of way do not materially  
19 impair the use of any existing apartment or its appurtenant  
20 interest in the common areas, and (4) re-arrange or add additional  
21 parking spaces on the common areas which may be additional limited  
22 common elements appurtenant to apartment units. The alteration  
23 shall not require the alteration or demolition of any existing  
24 unit. Existing buildings or improvements on the common areas  
25 shall not be demolished or diminished.

26 Such amended Declaration may contain such complementary  
27 additions and modifications of the covenants and restrictions  
28 contained in this Declaration as may be necessary to reflect the  
29 different character, if any, of the added properties and as are  
30 not inconsistent with the scheme of this Declaration. Future  
31 buildings and improvements shall be of comparable style, quality,  
32 size and cost to those established in Phase I. Phase II will  
have 17 units. Phase III will have 29 units. Phase IV will have  
23 units.

21 The amendments and additions authorized under this paragraph  
22 shall be made effective by filing of record the amendment to this  
23 Declaration with respect to the project as expanded which shall  
24 extend the Horizontal Property Regime and the covenants and  
25 restrictions of this Declaration as so amended to the additional  
26 property and the owners thereof. Such additional property shall  
27 be subject to the existing By-Laws of the Association of Condom-  
28 inium Owners as from time to time amended.

26 Until such time as all construction in all phases is  
27 complete and all units sold, Declarant shall have the right to use  
28 any common areas and facilities, and no more than two model units  
29 on the land, and any additional model units in future phases, for  
30 the purpose of showing and sales, and to display signs and adver-  
31 tising as deemed required by Declarant, notwithstanding the  
32 provisions of paragraph 7.

30 No amendment to this paragraph 16 shall affect the rights of  
Declarant unless Declarant joins in the execution thereof.



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17. Formula to be Used in Establishing and Amending Percentages of Undivided Interest and Vote in the Event Subsequent Phases are Established

In the event phases other than Phase I become a part of this condominium, the percentage of undivided interest and vote for all units shall be determined by the following formula: The Declarant shall determine the unit value for all units within the subsequent phase\* to which shall be added the total value of all units previously within the condominium, as set forth in the Declaration at the time of amendment. The total value of all the units within the condominium shall be divided into each unit value and the quotient shall equal the percentage of undivided interest and vote for such unit. The values established for units within subsequent phases shall be scheduled to establish the percentages required by Chapter 34.07 AS, and shall not reflect necessarily the amount for which a unit will be sold from time to time by Declarant or others.

No amendment to this paragraph 17 shall affect the rights of Declarant, its successors or assigns, unless Declarant, its successors or assigns, joins in the execution thereof.

18. Release or Partial Release from Encumbrance Affecting Apartment Unit with First Conveyance.

At the time of the first conveyance of each apartment unit, every mortgage, deed of trust, lien, or other encumbrance affecting the apartment, including the percentage of undivided interest of the apartment in the common areas and facilities, shall be paid and satisfied of record, or the apartment being conveyed and its percentage of undivided interest in the common areas and facilities shall be released by a recorded partial release. (34.07.110 AS).

In a voluntary conveyance the grantee of an apartment is jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid on the assessments by the grantee. (34.07.120 AS).

The right of an apartment owner to sell, transfer, or otherwise convey the owner's unit will not be subject to any right of first refusal or any similar restriction in favor of the Association of Condominium Owners.

19. Mortgagee

Any lien which the Owners Association may have on any unit for the payment of common expense assessments attributable to such unit will be subordinate to the lien or equivalent security interest of any first mortgage on the unit recorded prior to the date any such common expense assessments become due.

\*(Units that are substantially the same as the designs described in paragraph 2(e) shall be assigned the same value as set forth in paragraph 6).

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20. Compliance

The failure of any unit owner to comply with the provisions of the Declaration and the By-Laws recorded simultaneously herewith will give rise to a cause of action in the Association of Condominium Owners and any aggrieved unit owner for the recovery of damages, or for injunctive relief, or both.

21. Severability

The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforcibility of any one provision or portion thereof shall not affect the validity or enforcibility of any other provision hereof if the remainder complies with the Act or as covenants affect the common plan.

22. Special Power of Attorney

All unit owners shall be required, as a condition to purchasing one or more units within this condominium, to execute a special power of attorney, a copy of which is attached hereto, marked Exhibit "A" and by this reference made a part hereof.

DATED at Anchorage, Alaska, this 24 day of Sept, 1974.

GAMEL HOMES, INC.

By /s/  
WILLIAM E. GAMEL

By /s/  
Andrew H. Eker

STATE OF ALASKA                    )  
  ) ss:  
THIRD DISTRICT                    )

THIS IS TO CERTIFY that on this 24 day of Sept, 1974, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came WILLIAM E. GAMEL and ANDREW H. EKER, known to me to be the President and \_\_\_\_\_ respectively, of GAMEL HOMES, INC., and they acknowledged to me that they signed and sealed the foregoing instrument freely and voluntarily on behalf of said corporation, for the uses and purposes therein mentioned, being duly authorized to act on behalf of said corporation by its Board of Directors.

WITNESS my hand and official seal.

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

CHARLES E. TULIN  
ATTORNEY AT LAW  
528 THIRD AVENUE  
ANCHORAGE, ALASKA 99501  
TELEPHONE 272-9546

ORIGINAL DECLARATION  
RE-RECORDED  
3-11-75  
BOOK 1; PAGE 485

CHARLES F. TULIN  
ATTORNEY AT LAW  
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DECLARATION SUBMITTING REAL PROPERTY  
TO THE HORIZONTAL PROPERTY REGIMES ACT OF  
THE STATE OF ALASKA

The undersigned, GABRIEL HOMES, INC., an Alaska corporation, being the sole owner of the real property described in Paragraph 1 below, hereby submits the said property to the provisions of the Horizontal Property Regimes Act (Condominiums) of the State of Alaska (Chapter 34.07) as now existing or as hereafter amended, for the project known as EASTRIDGE CONDOMINIUM.

There are incorporated herein as though set forth in full as part hereof, the survey map and floor plans of EASTRIDGE CONDOMINIUM, Phase I, pertaining to the subject property as filed simultaneously herewith in the office of the Recorder for the Anchorage Recording District, Third Judicial District, State of Alaska, under File No. ~~74-24~~ 75-19.

In order to create a condominium project consisting of said land and improvements to be known as EASTRIDGE CONDOMINIUM, the Owner, in furtherance thereof, makes the following declarations as to covenants, conditions, restrictions, easements, and reservations and plan, and hereby declares and agrees that the said property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to said declarations, which declarations are binding upon the entire property and benefit and burden each unit and are binding upon its owners or possessors and their heirs, successors and assigns.

The terms mortgage, mortgagee, and mortgagor as used herein shall include the meaning of the terms deed of trust, beneficiary, and trustor, respectively. The term Declarant shall include the parties of interest herein submitting this Declaration, and its successors and assigns. The term Association shall refer to the Association of Condominium Owners. The term unit means apartment as defined in 34.07.450 AS.

1. Description of Land

Phase I

Lot 2B, OF EASTRIDGE ADDITION NO. 1, according to Plat No. 74-108, in the Anchorage Recording District, Third Judicial District, State of Alaska.

2. Description of Buildings in Phase I

There are five (5) multifamily residential buildings and three (3) garage buildings constructed on this site, as shown on the survey map and floor plans filed simultaneously herewith pursuant to law under file No. ~~74-197~~ <sup>74-287</sup> 75-11

(a) The residential buildings are two-story or three-story wooden frame construction over a concrete foundation, and vary in size from those containing 4 residential units to those containing 7 residential units.

(b) The residential buildings contain a total of twenty-four (24) residential units. The units in each building are staggered side by side, each facing the roadway. A garage is incorporated in some of the units, with other units being entitled to space in a detached garage. The three garage buildings are of wooden frame construction on concrete foundation. Each garage building has garage door exit to roadway, and doorway exit in the rear towards the adjacent residential unit.

(c) The residential buildings are designated as:  
Building 5, Lot 2B; Building 6, Lot 2B; Building 7, Lot 2B;  
Building 8, Lot 2B; and Building 9, Lot 2B. (Building 5, Lot 2B has, in addition to 4 residential units, two attached double garages). The residential units in each building are designated by number.

(d) The buildings are located on the land as follows:

Bldg 5, Lot 2B, in southwest portion	- 4 units
Bldg 6, Lot 2B, in southern portion	- 7 units
Bldg 7, Lot 2B, in southeast portion	- 5 units
Bldg 8, Lot 2B, between north and south portion	- 4 units
Bldg 9, Lot 2B, in north portion	- 4 units
1 Garage building to north of Bldg 6, Lot 2B	
2 Garage buildings to northwest of Bldg 7, Lot 2B	

(e) There are four basic floor plan designs for the residential units identified and described as follows:

(1) Vail

This is a five-level unit approximately 1680 square feet in area, consisting of living room with adjacent concrete fenced patio on the first level; entry hall and guest closet on the second level; kitchen, pantry, dining room, and outside deck on the third level; 2 bedrooms, bath and laundry area on the fourth level; and 1 bedroom, bath and sundeck on the fifth level.

It has a 2-car attached garage on the second level. The unit is carpeted and is equipped with range, dishwasher, garbage disposal, trash compactor, and has a fireplace.

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3. Description of Units in Phase I			Unit	Location	Type	Approx Area in Square Feet																									
			#20	Bldg 5, Lot 2B	Vail	1680																									
			#21	Bldg 5, Lot 2B	Aspen	1470																									
			#22	Bldg 5, Lot 2B	Aspen	1470																									
			#23	Bldg 5, Lot 2B	Aspen	1470																									
			#24	Bldg 6, Lot 2B	Alyeska-2	1567																									
			#25	Bldg 6, Lot 2B	Alyeska-2	1567																									
			#26	Bldg 6, Lot 2B	Alyeska-1	1567																									
			#27	Bldg 6, Lot 2B	Alyeska-1	1567																									
			#28	Bldg 6, Lot 2B	Alyeska-1	1567																									
			#29	Bldg 6, Lot 2B	Alyeska-1	1567																									
			#30	Bldg 6, Lot 2B	Alyeska-1	1567																									
			#31	Bldg 7, Lot 2B	Alyeska-2	1567																									
			#32	Bldg 7, Lot 2B	Alyeska-2	1567																									
			#33	Bldg 7, Lot 2B	Alyeska-1	1567																									
			#34	Bldg 7, Lot 2B	Alyeska-1	1567																									
			#35	Bldg 7, Lot 2B	Alyeska-2	1567																									
			#36	Bldg 8, Lot 2B	Taos	1861																									
			#37	Bldg 8, Lot 2B	Taos	1861																									
			#38	Bldg 8, Lot 2B	Taos	1861																									
			#39	Bldg 8, Lot 2B	Taos	1861																									
			#40	Bldg 9, Lot 2B	Taos	1861																									
			#41	Bldg 9, Lot 2B	Taos	1861																									
			#42	Bldg 9, Lot 2B	Taos	1861																									
			#43	Bldg 9, Lot 2B	Taos	1861																									
All units have immediate access to a common walkway from its front entry and all units have access to a common roadway (either Cliffside Drive or Easteridge Drive) from its garage.																															
4. The Common Areas and Facilities Consist of:																															
(a) All the land described in Paragraph 1 above as Phase I, and the airspace above the same, except that space which each unit occupies.																															
(b) All utility pipes, lines and facilities except those actually within the space occupied by each unit.																															
(c) The foundations, columns, girders, beams, supports, main walls and roofs of the buildings.																															
(d) The installations of central services such as power, light, gas, hot and cold water, and heating.																															
(e) The yards, gardens and walkways.																															
(f) In general, all apparatus and installations existing for common use.																															

All units have immediate access to a common walkway from its front entry and all units have access to a common roadway (either Cliffside Drive or Eastbridge Drive) from its garage.

4. The Common Areas and Facilities Consist of:
- (a) All the land described in Paragraph 1 above as Phase I, and the airspace above the same, except that space which each unit occupies.
  - (b) All utility pipes, lines and facilities except those actually within the space occupied by each unit.
  - (c) The foundations, columns, girders, beams, supports, main walls and roofs of the buildings.
  - (d) The installations of central services such as power, light, gas, hot and cold water, and heating.
  - (e) The yards, gardens and walkways.
  - (f) In general, all apparatus and installations existing for common use.

(2) Aspen

This is a five-level unit approximately 1470 square feet in area, consisting of living room with adjacent concrete fenced patio on the first level; entry hall and guest closet on the first level; kitchen, pantry, dining room, and outside deck on the third level; 1 bedroom, bath and laundry area on the fourth level; and 1 bedroom, bath, and sundack on the fifth level.

It has a 1-car attached garage on the second level.

The unit is carpeted and is equipped with range, dishwasher, garbage disposal, trash compactor, and has a fireplace.

(3) Alyeska

This is a three-level unit approximately 1567 square feet in area, consisting of living room on the first level; entry hall, kitchen, dining room, guest closet, and half bath on the second level; 3 bedrooms, 2 bathrooms, utility area and 2 sun decks on the third level.

The units have the exclusive use and benefit of either 1-car detached garage space (Alyeska-1) or 2-car detached garage space (Alyeska-2) as shown on the survey map and floor plans.

The unit is carpeted and is equipped with range, dishwasher, garbage disposal, trash compactor, and has a fireplace.

(4) Taos

This is a four-level unit approximately 1861 square feet in area, consisting of entry foyer and guest closet on the first level; 2 bedrooms, bath and laundry area on the second level; kitchen, dining room, living room and enclosed sun deck on the third level; and sitting room, bedroom and bath on the fourth level.

It has a 2-car attached garage on the first level.

The unit is carpeted and is equipped with range, dishwasher, garbage disposal, trash compactor, and has a fireplace.

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- (g) All improvements situated upon the above described property and shown on the mentioned survey map and floor plans, except those improvements actually within the space occupied by each unit.
- (h) Partition walls between all units, except for the surfaces of such partition walls facing an apartment unit.
- (i) All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

5. Description of Limited Common Areas and Facilities.

- (a) In all the units that do not have garage space as an integral part of the unit per preceding descriptions, each such unit owner shall have the exclusive use of the garage space designated on the mentioned survey map and floor plans having the G prefix corresponding to his unit number, in a detached garage building.
- (b) The paved driveway from Eastridge Drive to the garage building to the north of Building VI is for the exclusive use of the owners of the units in Building VI which are serviced by said driveway. Similarly, the paved driveway from Eastridge Drive to the two garage buildings to the northwest of Building VII is for the exclusive use of the owners of the units in Building VII which are serviced by said driveway.
- (c) Each unit owner shall have the exclusive use of the fenced yard area immediately adjacent to his unit, as illustrated on the survey map and floor plans.
- The maintenance of the aforesaid limited common areas shall be governed by the Association of Condominium Owners, but shall be at the expense of the apartment owner having beneficial use of the limited common area.

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6. Value of Property of Each Unit and the Percentage of Undivided Interest in Phase I

The value of the property described in Paragraph 1 above as to Phase I, pursuant to the provisions of Section 34.07.160 AS, is \$1,439,950.00. The value of each unit, including its limited common areas, and the percentage of undivided interest in the common areas and facilities appertaining to each unit and its owner for statutory purposes, and including voting, is as follows:

Unit No.	Design	Unit Value	Percentage of Undivided Interest
#20, Bldg 5, Lot 2B - Vail		\$59,800.00	4.1541 percent
#21, Bldg 5, Lot 2B - Aspen		55,250.00	3.8369
#22, Bldg 5, Lot 2B - Aspen		55,250.00	3.8369
#23, Bldg 5, Lot 2B - Aspen		55,250.00	3.8369
#24, Bldg 6, Lot 2B - Alyeska-2		60,600.00	4.2084
#25, Bldg 6, Lot 2B - Alyeska-2		60,600.00	4.2084
#26, Bldg 6, Lot 2B - Alyeska-1		57,800.00	4.0140
#27, Bldg 6, Lot 2B - Alyeska-1		57,800.00	4.0140
#28, Bldg 6, Lot 2B - Alyeska-1		57,800.00	4.0140
#29, Bldg 6, Lot 2B - Alyeska-1		57,800.00	4.0140
#30, Bldg 6, Lot 2B - Alyeska-1		57,800.00	4.0140
#31, Bldg 7, Lot 2B - Alyeska-2		60,600.00	4.2084
#32, Bldg 7, Lot 2B - Alyeska-2		60,600.00	4.2084
#33, Bldg 7, Lot 2B - Alyeska-1		57,800.00	4.0140
#34, Bldg 7, Lot 2B - Alyeska-2		60,600.00	4.2084
#35, Bldg 7, Lot 2B - Alyeska-2		60,600.00	4.2084
#36, Bldg 8, Lot 2B - Taos		63,000.00	4.3575
#37, Bldg 8, Lot 2B - Taos		63,000.00	4.3575
#38, Bldg 8, Lot 2B - Taos		63,000.00	4.3575
#39, Bldg 8, Lot 2B - Taos		63,000.00	4.3575
#40, Bldg 9, Lot 2B - Taos		63,000.00	4.3575
#41, Bldg 9, Lot 2B - Taos		63,000.00	4.3575
#42, Bldg 9, Lot 2B - Taos		63,000.00	4.3575
#43, Bldg 9, Lot 2B - Taos		63,000.00	4.3575

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7. Purpose of Use.

The purpose for which the buildings and each of the units is intended is residential for a single family.

The units and common areas shall be occupied and used as follows:

(a) Each unit shall be used as a residence for a single family or for two (but no more) unrelated persons living as a single family unit, and for no other purpose.

(b) There shall be no obstruction of the common areas, nor shall anything be stored in the common areas without the prior consent of the Board of Directors of the Association of Condominium Owners, except as hereinafter expressly provided.



(c) Nothing shall be done or kept in any unit or in the common areas which will increase the rate of insurance on the buildings without the prior written consent of the Board. No owner shall permit anything to be done or kept in his unit or in the common areas which will result in the cancellation of insurance on the buildings or which would be in violation of any law. No waste will be committed in the common areas.

(d) No sign of any kind shall be displayed to the public view on or from any unit or the common areas, without the prior consent of the Board, excepting "for sale" signs.

(e) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any unit or in the common areas, except that dogs, cats, or other household pets may be kept in units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Manager or the Board.

(f) No noxious or offensive activity shall be carried on in any unit or in the common areas, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.

(g) Nothing shall be done in any unit or in, on or to the common areas which will impair the structural integrity of the buildings or which would structurally change the buildings, except as is otherwise provided herein.

(h) No drilling or mining operations of any kind shall be permitted upon or in any unit or the common areas.

(i) Nothing shall be altered or constructed in or removed from the common areas, except upon the written consent of the Board, and as otherwise provided herein.

(j) There shall be no violation of rules for the use of units or the common areas adopted by the Board and furnished in writing to the owners, and the Board is authorized to adopt such rules.

(k) A unit owner shall have the right to lease his entire unit, subject to all respects to the provisions of this Declaration and the By-Laws of the Association of Condominium Owners.

8. Address for Service of Process.

The name and address of the person to receive service of process in the cases provided for in the Horizontal Property Regimes Act of the State of Alaska is:

William E. Gamel, President  
Gamel Homes, Inc.  
3209 Denali Street  
Anchorage, Alaska 99503

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9. Partition, Subdivision and/or Combination

There shall be no alterations or partitioning or subdividing or combining of any unit or units, common areas and facilities or limited common areas and facilities, without the prior written consent of the Board of Directors of the Association of Condominium Owners, the holder of any first mortgage lien on such unit, and upon approval by a majority of the unit owners.

10. Association and By-Laws

The unit owners are members of the Association of Condominium Owners, a non-profit organization. The administration of the property shall be by a board of directors in accordance with the By-Laws of the Association, recorded simultaneously herewith on October 9, 1974, in Book 44623 Page 38, records of the Anchorage Recording District, Alaska.

Control of the Association of Condominium Owners will become vested in the purchasers of the units within not more than 120 days after completion of transfer to purchasers of title to units representing more than 50% of the votes of all unit owners.

The By-Laws may be amended by the affirmative vote of seventy percent (70%) of all unit owners. The By-Laws may provide (and may be enforced in respect of) other rules and regulations for the use, occupancy, and management of the property not inconsistent herewith and not inconsistent with the provisions of the Horizontal Property Regimes Act of the State of Alaska.

Subject to the provisions of this Paragraph 10, the Board of Directors shall elect officers, and the common expenses of the project, including without limitation the management and operation thereof, maintenance, repair and rebuilding of the common elements and premiums for liability and hazard insurance, shall be collected monthly through assessments, and collection thereof shall be by the Board of Directors. Said assessments shall be levied upon each unit owner proportionately to his percentage of undivided interest.

11. Repair and Reconstruction.

If one or more of the buildings comprising this project are damaged or destroyed by causes covered by insurance, the Board of Directors shall immediately proceed to rebuild and restore the building or buildings so damaged or destroyed so that the same will be returned to substantially the same condition in which the building or buildings existed prior to such damage or destruction with each unit, the limited common areas, and common areas having substantially the same vertical and horizontal boundaries as before. If the insurance proceeds are insufficient to repair and reconstruct, the unit owners shall be liable for assessment for any deficiency as a common expense; however, if all of the buildings constituting this project are destroyed or substantially destroyed by causes covered by insurance and seventy percent (70%) of the units by respective owners vote at an Association meeting not to repair or rebuild but to take the insurance proceeds in cash, such insurance proceeds shall be applied by the Board of Directors first to satisfy the interests of the mortgagees or beneficiaries of the various units; second, to the cost of removing the destroyed structure.

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ture; and the remaining proceeds divided among the unit owners based upon his percentage of undivided interest; provided, however, the amount to satisfy mortgages, deeds of trust, or liens on an individual unit shall be deducted from the unit owner's share of such insurance proceeds.

12. Alteration of the Project

Restoration or replacement of the project or any building thereof or construction of any additional building or structural alteration or addition to any building, different in any material respect from the condominium file plan of the project, shall be undertaken by the Association or any apartment owner only upon the prior approval by a seventy percent (70%) majority vote of the unit owners. Promptly upon completion of such restoration, replacement or construction, the Association shall duly record a complete set of floor plans of the project so altered, certified as built by a registered architect or professional engineer.

13. Easements for Encroachment

If any part of the common areas and/or limited common areas now or hereafter encroaches upon any unit or if any unit now or hereafter encroaches upon any other unit or upon any portion of the common areas, and/or limited common areas, an easement for such encroachment and the maintenance thereof so long as it continues, shall exist. In the event the buildings shall be partially or totally destroyed and then rebuilt, minor encroachments of any parts of the common areas and/or limited common areas upon any unit, any unit upon any other unit, or upon any portion of the common areas and/or limited common areas due to the construction shall be permitted and easements for such encroachments and the maintenance thereof shall exist.

14. Mortgage and Deed of Trust Protection.

(a) The prior written approval of all institutional holders of first mortgages must be obtained for the following:

- (1) The abandonment of the condominium status of the project, except for abandonment provided by statute in the case of substantial loss to the units and common elements;
  - (2) The partition or subdivision of any unit or the common elements;
  - (3) A change in the percentage interests of the unit owners, except as otherwise provided herein, or by law (34.07.180(b) AS).
- (b) Any lien of the Association resulting from non-payment of assessments shall be subordinate to the first mortgage lien.
- (c) The Association shall be required to give the holders of first mortgages prompt notice of any default in the mortgagor's obligations under the condominium documents not cured within 30 days of the date of default.

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

(a) inspect the books and records of the condominium project during normal business hours; and (b) receive an annual audited financial statement of the Association within 90 days following the end of any fiscal year of the project; and (c) written notice of all meetings of the Association of Condominium Owners and be permitted to designate a representative to attend all such meetings.

(e) The institutional holders of first mortgages will be entitled to timely written notice of any condemnation or eminent domain proceeding, and notice of any substantial damage or destruction to any one or more of the buildings of the project, and no disposition thereof shall disturb mortgage's first lien priority.

(f) Each holder of a first mortgage lien on a unit who comes into possession of the unit by virtue of a foreclosure of the mortgage, or by assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the unit free of any claims for unpaid assessments and charges against the unit which accrue prior to the time such holder comes into possession of the unit, except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessments or charges to all project units including the mortgaged unit.

#### 16. Amendment

Except as hereinafter stated, this Declaration may be amended by affirmative vote of the unit owners representing seventy percent (70%) or more of the total votes of all unit owners. However, the percentage of undivided interest of each unit owner in the common areas and facilities as expressed in this Declaration shall not be altered except by unanimous approval of all owners, except as provided in Paragraph 17 below in the event subsequent phases are established.

#### 17. Amendments to Establish Subsequent Phases

Notwithstanding any language to the contrary contained in this Declaration, Declarant shall have the right of its sole option to require alteration of the project at any time up to but not later than December 31, 1984, to bring within the scheme of this Declaration and the Horizontal Property Regime created hereby additional apartment units located on one or more of the tracts of land described as follows:

#### Phase II

Lot 1B, of EASTRIDGE ADDITION NO. 1, according to Plat No. 74-108, in the Anchorage Recording District, Third Judicial District, State of Alaska.

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Anchorage Recording District

Phase III  
Lot 1A and Lot 2A, of EASTRIDGE ADDITION NO. 1, according to Plat No. 74-108, in the Anchorage Recording District, Third Judicial District, State of Alaska.

Phase IV  
Lot 2C, of EASTRIDGE ADDITION NO. 1, according to Plat No. 74-108, in the Anchorage Recording District, Third Judicial District, State of Alaska.

This Declaration shall be effective immediately to establish Phase I of this condominium. All the units, common areas, and limited common areas in any phase are incorporated within the next succeeding phase. The provisions regarding Phase II shall supersede those for Phase I. The provisions regarding Phase III shall supersede those for Phases I and II. The provisions regarding Phase IV shall supersede those for Phases I, II and III, at such time as Declarant records a survey map and floor plans, or a certificate amending this Declaration, stating that the survey map and the floor plans filed from time to time, or therewith filed, accurately depict as-built all the units included in Phase II, Phase III or Phase IV, as the case may be. All common areas and facilities of a prior phase will be a part of and utilized by unit owners of the next succeeding phase as it is established and the additional owners will, after the commencement of the subsequent phase, also share in the expense of such common areas and facilities. Owners in a prior phase will similarly utilize the additional common areas and facilities made a part of the condominium when a subsequent phase is established and shall also share in the expense thereof from the commencement of such phase. When a subsequent phase commences, the common areas and facilities and the operations of the owners' association will be administered together for all phases then commenced as one condominium.

Unit Phase II is established, the additional land to be added in Phase II shall not be a part of this condominium; until Phase III is established, the additional land to be added in Phase III shall not be a part of this condominium; and until Phase IV is established, the additional land to be added in Phase IV shall not be a part of this condominium.

Declarant expects to establish all four phases, but is not required to establish Phases II, III and IV. If the land described for Phases II and/or III and/or IV is not used to establish a condominium phase, then it may be used for any other lawful purpose at the discretion of Declarant, its successors or assigns. Access over and across the property described in Phase I and any other phase subsequently established is reserved to Declarant or Declarant's successors or assigns over the easements, roadways, and utility lines specified or in any way established in and for such phases and the right to connect to each and all of them is also reserved. Such reservations are for the purpose either of completing and establishing subsequent phases or of otherwise developing portions of the land not utilized in completing a

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1 condominium phase or for the development of contiguous or other  
2 lands belonging to Declarant, its successors or assigns, for other  
3 purposes. If the land described for Phases II and/or III and/or  
4 IV is used to establish a condominium phase, then all the land  
5 described for Phase I and any other phase subsequently established  
6 shall constitute the property and shall be administered together  
7 as one fully-operational condominium.

8 In altering the project to create the additional units and  
9 common areas, the Declarant may, without the joinder or consent of  
10 any persons having an interest in the existing units, amend this  
11 Declaration to (1) create the additional apartments and common  
12 areas, (2) decrease the common interests appurtenant to each  
13 apartment existing prior to the amendment so that after the amend-  
14 ment each apartment unit shall have appurtenant to it an interest  
15 in the common elements as calculated according to the formula set  
16 forth in Paragraph 17 below, (3) add, withdraw, realign and grant  
17 utility easements over, under, across and upon the common areas,  
18 including but not limited to easements and/or rights of way for  
19 electric, gas, or telephone services, water, sewer and storm pipe  
20 lines, refuse disposal, driveways, parking areas and roadways,  
21 provided that such easements or rights of way do not materially  
22 impair the use of any existing apartment or its appurtenant  
23 interest in the common areas, and (4) re-arrange or add additional  
24 parking spaces on the common areas which may be additional limited  
25 common elements appurtenant to apartment units. The alteration  
26 shall not require the alteration or demolition of any existing  
27 unit. Existing buildings or improvements on the common areas  
28 shall not be demolished or diminished.

29 Such amended Declaration may contain such complementary  
30 additions and modifications of the covenants and restrictions  
31 contained in this Declaration as may be necessary to reflect the  
32 different character, if any, of the added properties and as are  
33 not inconsistent with the scheme of this Declaration. Future  
34 buildings and improvements shall be of comparable style, quality,  
35 size and cost to those established in Phase I. Phase II will  
36 have 17 units. Phase III will have 29 units. Phase IV will have  
37 23 units.

38 The amendments and additions authorized under this paragraph  
39 shall be made effective by filing of record the amendment to this  
40 Declaration with respect to the project as expanded which shall  
41 extend the Horizontal Property Regime and the covenants and  
42 restrictions of this Declaration as so amended to the additional  
43 property and the owners thereof. Such additional property shall  
44 be subject to the existing By-Laws of the Association of Condom-  
45 inium Owners as from time to time amended.

46 Until such time as all construction in all phases is  
47 complete and all units sold, Declarant shall have the right to use  
48 any common areas and facilities, and no more than two model units  
49 on the land, and any additional model units in future phases, for  
50 the purpose of showing and sales, and to display signs and adver-  
51 tising as deemed required by Declarant, notwithstanding the  
52 provisions of paragraph 7.

53 No amendment to this paragraph 16 shall affect the rights of  
54 Declarant unless Declarant joins in the execution thereof.

17. Formula to be Used in Establishing and Amending Percentages of Undivided Interest and Vote in the Event Subsequent Phases are Established

In the event phases other than Phase I become a part of this condominium, the percentage of undivided interest and vote for all units shall be determined by the following formula: The Declarant shall determine the unit value for all units within the subsequent phase\* to which shall be added the total value of all units previously within the condominium, as set forth in the Declaration at the time of amendment. The total value of all the units within the condominium shall be divided into each unit value and the quotient shall equal the percentage of undivided interest and vote for such unit. The values established for units within subsequent phases shall be scheduled to establish the percentages required by Chapter 34.07 AS, and shall not reflect necessarily the amount for which a unit will be sold from time to time by Declarant or others.

No amendment to this paragraph 17 shall affect the rights of Declarant, its successors or assigns, unless Declarant, its successors or assigns, joins in the execution thereof.

18. Release or Partial Release from Encumbrance Affecting Apartment Unit with First Conveyance.

At the time of the first conveyance of each apartment unit, every mortgage, deed of trust, lien, or other encumbrance affecting the apartment, including the percentage of undivided interest of the apartment in the common areas and facilities, shall be paid and satisfied of record, or the apartment being conveyed and its percentage of undivided interest in the common areas and facilities shall be released by a recorded partial release. (34.07.110 AS).

In a voluntary conveyance the grantee of an apartment is jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid on the assessments by the grantee. (34.071.120 AS).

The right of an apartment owner to sell, transfer, or otherwise convey the owner's unit will not be subject to any right of first refusal or any similar restriction in favor of the Association of Condominium Owners.

19. Mortgage

Any lien which the Owners Association may have on any unit for the payment of common expense assessments attributable to such unit will be subordinate to the lien or equivalent security interest of any first mortgage on the unit recorded prior to the date any such common expense assessments become due.

\* (Units that are substantially the same as the designs described in paragraph 2(e) shall be assigned the same value as set forth in paragraph 6).

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20. Compliance

The failure of any unit owner to comply with the provisions of the Declaration and the By-Laws recorded simultaneously herewith will give rise to a cause of action in the Association of Condominium Owners and any aggrieved unit owner for the recovery of damages, or for injunctive relief, or both.

21. Severability

The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof if the remainder complies with the Act or as covenants affect the common plan.

22. Special Power of Attorney

All unit owners shall be required, as a condition to purchasing one or more units within this condominium, to execute a special power of attorney, a copy of which is attached hereto, marked Exhibit "A" and by this reference made a part hereof.

DATED at Anchorage, Alaska, this 21 day of Sept., 1974.

GAMEL HOMES, INC.

By William E. Gamel  
WILLIAM E. GAMEL

By Andrew H. Eker  
Andrew H. Eker

CHARLES E. TULIN  
ATTORNEY AT LAW  
229 THIRD AVENUE  
ANCHORAGE, ALASKA 99501  
TELEPHONE 872-8548

STATE OF ALASKA )  
} ss:

THIRD DISTRICT

THIS IS TO CERTIFY that on this 21 day of September, 1974, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came WILLIAM E. GAMEL and ANDREW H. EKER, known to me to be the President and respectively, of GAMEL HOMES, INC., and they acknowledged to me that they signed and sealed the foregoing instrument freely and voluntarily on behalf of said corporation, for the uses and purposes therein mentioned, being duly authorized to act on behalf of said corporation by its Board of Directors.

WITNESS my hand and official seal.

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Notary Public in and for Alaska  
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(c) Appointment and dismissal of any personnel necessary for such operation and maintenance functions.

Section 3. Election and Term. Election of directors shall be by cumulative voting in any election in which more than one director is to be elected. The directors, except as otherwise in these by-laws provided, shall hold office for a period of three (3) years and until their respective successors shall have been elected.

Section 4. Vacancies. Vacancies in the Board of Directors caused by reason other than the removal of a director by the Association shall be filled by vote of a majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until his successor is elected at the next annual meeting of the Association. Death, incapacity or resignation of any director, or his continuous absence from the State of Alaska for more than six months, or his ceasing to be the sole owner or co-owner of an apartment shall cause his office to become vacant.

Section 5. Removal of Directors. At any regular meeting or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by vote of a majority of unit owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the unit owners shall be given an opportunity to be heard at such meeting.

Section 6. Annual Meetings. An organizational meeting of the Board of Directors shall be held at the place of and immediately following each annual meeting of the Association, and no notice shall be necessary to any directors in order validly to constitute such meeting provided that a majority of the whole Board shall be present. At such meeting the Board shall elect the officers of the Association for the ensuing year.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least one such meeting shall be held during each calendar quarter of every year. Notice of regular meetings of the Board shall be given to each director, personally or by mail, telephone or telegraph, at least three days prior to the date of such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on at least eight hours notice to each director, given personally or by telephone or telegraph, which notice shall state the time, place and purpose of such meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and with like notice on the written request of at least two directors.

Section 9. Waiver of Notice. Before or at any meeting of the Board of Directors any director may in writing waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice to him of such meeting. If all the directors are present at any meeting of the Board, no notice thereof shall be required, and any business may be transacted at such meeting.

Section 10. Quorum of Board. At all meetings of the Board of Directors a majority of the total number of directors established by these by-laws shall constitute a quorum for the transaction of business, and the acts of a majority of the directors present at any meeting at which a quorum is present shall be the acts of the Board. If less than a quorum shall be present at any meeting of the Board, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

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Section 11. Fidelity Bonds. The Board of Directors shall require that all officers, employees and agents of the Association handling or responsible for its funds, shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

#### ARTICLE IV

#### OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by, and in the case of the President, from the Board of Directors. The Board may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at its annual meeting and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors any officer may be removed, either with or without cause, and his successors elected at any regular meeting of the Board of any special meeting called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. Subject to the control of the Board he shall exercise general supervision and direction over the management and conduct of the business and affairs of the Association. He shall also have such other powers and duties as may be provided by these by-laws or assigned to him from time to time by the Board.

Section 5. Vice-President. The Vice-President shall assume and perform the duties of the President in the absence or disability of the President or whenever the office of President is vacant. He shall also have such other powers and duties as may be assigned to him from time to time by the Board.

Section 6. Secretary. The Secretary shall attend and keep the minutes of all meetings of the Association and of the Board of Directors, give all notices thereof as provided by these by-laws, maintain and keep a continuous and accurate record of ownership of all apartments, have charge of such books, documents and records of the Association as the Board may direct, and in general perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for all funds and securities of the Association, maintain and keep full and accurate accounts of all receipts and disbursements of the Association and render statements thereof in such form and as often as may be required by the Board of Directors, and be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.

Section 8. Auditor. The Association shall appoint annually a public accountant or accounting firm as auditor, who shall not be an officer of the Association nor own any interest in any apartment, to audit the books and financial records of the Association as required by law or directed additionally by the Board of Directors.

Section 9. Execution of Instruments. All checks, drafts, notes, acceptances, conveyances, contracts and other instruments shall be signed on behalf of the Association by such person or persons as shall be provided by general or special resolution of the Board of Directors or, in the absence of any such resolution applicable to such instrument, by the President or Vice-President and by the Treasurer or Secretary.

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ARTICLE V

ADMINISTRATION

Section 1. Management. The Board of Directors shall at all times manage and control the project, and shall exercise such powers and perform such duties and services as may be necessary or proper therefor including, but not limited to, the following:

(a) Direct management and operation of the project;

(b) Maintenance, repair and rebuilding of the common elements;

(c) Purchase, maintenance and replacement of any equipment and provision of all water and utility services required for the common elements;

(d) Employment, supervision and dismissal of such personnel as may be necessary for the maintenance and operation of the project;

(e) Preparation at least sixty (60) days before each fiscal year of a proposed budget and schedule of assessments for such year;

(f) Collection of all installments of assessments authorized and levied by the Board for common expenses including Maintenance Reserve Fund, and payment of all common expenses authorized by the Board;

(g) Purchase and maintain in effect at all times all policies of fire and liability insurance with respect to the project required by the Declaration and such other insurance and bonds as may be provided by the Declaration or authorized by the Board;

(h) Custody of all funds of the Association, maintenance of full and accurate books of account and records of said funds, and preparation of regular financial reports thereof; and

(i) Notification of all persons having any interest in any apartment, as shown in the Association's record of ownership, of delinquency exceeding sixty (60) days in the payment of any assessments against such apartment.

Section 2. Managing Agent. The Board of Directors shall employ either a responsible Alaska firm as Managing Agent, or a resident manager, or both, to manage the project at such compensation and with such administrative powers and duties as the Board may establish and delegate, subject to prior approval of every such employment contract by a majority of apartment owners.

Any management agreement for the project will be terminable by the Association for cause upon 30 days' written notice thereof; and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods.

Section 3. Representation. The President or managing agent, subject to the direction of the Board of Directors, shall represent the Association or any two or more apartment owners similarly situated as a class in any action, suit, hearing or other proceeding concerning the Association, the common elements or any one apartment and on its or their behalf may institute, defend, intervene in, prosecute and settle any such actions, suits or proceedings may be made on the President or Managing Agent. Every managing agent shall also be the agent of the respective lessees under any apartment leases filed with the Board for the collection, custody and payment of all rent, taxes, assessments and other charges thereunder payable to their lessors.

ARTICLE VI

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(e) No apartment owner or occupant shall make or suffer waste or unlawful, improper or offensive use of his apartment or the project, or alter or remove any furnishings or equipment of the common elements.

Section 4. Construction of Improvements.

(a) No apartment owner or occupant shall erect or place on the project any building or structure including fences and walls, nor make any additions or structural alterations to or exterior changes of any common elements of the project, nor place or maintain thereon any signs or bills visible outside of the project, except in accordance with plans and specifications including detailed plot plan, prepared by a licensed architect if so required by the Board of Directors, first approved in writing by the Board and also approved by a majority of apartment owners (or such larger percentage required by law or the Declaration) including all owners of apartments thereby directly affected.

(b) No apartment owner shall decorate or landscape any entrance, hallway, planting area or balcony appurtenant to his unit except in accordance with standards therefore established by the Board of Directors or specified plans approved in writing by the Board.

Section 5. Right of Entry.

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

(b) Every apartment owner and occupant, when so required, shall permit other apartment owners or their representatives to enter his apartment at reasonable times for the purpose of performing authorized installations, alterations or repairs to the common elements therein for central services, provided that requests for entry are made in advance.

In the event of substantial damage to or destruction of any unit or any part of the common elements, the institutional holder of any first mortgage on a unit will be entitled to timely written notice of any such damage or destruction and the owner of such unit or other party will not be entitled to priority over such institutional holder with respect to the distribution to such unit of any insurance proceeds.

Section 6. Rules of Conduct.

(a) No owner or occupant shall post any advertisements, bill, poster or other sign on or about the project, although not visible outside of the project, except as authorized by the Board of Directors.

(b) All occupants shall exercise extreme care about making noises or in the use of musical instruments, radios, television sets and amplifiers that may disturb other occupants.

(c) No garments, rugs or other objects shall be hung from the windows or facades of the project.

(d) No rugs or other objects shall be dusted or shaken from the windows of the project or cleaned by beating or sweeping on any exterior part of the project.

(e) No garbage, refuse or trash of any kind shall be thrown, placed or kept on any common elements of the project outside of the disposal facilities provided for such purpose. In this regard all garbage cans shall be removed from the pickup area by 6:30 P.M. on collection day and returned to their storage place.

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1 (f) No livestock, poultry, rabbits or other animals whatsoever  
2 shall be allowed or kept in any part of the project, except that dogs, cats and  
3 other household pets in reasonable number may be kept by the apartment owners  
4 and occupants in their respective apartments, but shall not be kept, bred  
5 or used therein for any commercial purpose nor allowed on any common elements  
6 except in transit when carried or on leash, provided that any such pet causing  
7 a nuisance or unreasonable disturbance to any other occupant of the project  
8 shall be permanently removed therefrom promptly upon notice given by the Managing  
9 Agent or Board of Directors.

10 (g) The owners and occupants of the condominium units shall use  
11 the mailboxes as provided to their apartment, and no other forms of mailboxes  
12 shall be utilized.

13 (h) No apartment owner or occupant shall, without the written approval  
14 of the Board of Directors, install any wiring for electrical or telephone  
15 installations, television antenna, machines or air-conditioning units, or  
16 other equipment or appliances whatsoever on the exterior of the project  
17 or protruding through the walls, windows or roof thereof.

18 (i) Nothing shall be allowed, done or kept in any apartment or  
19 common elements of the project which would overload or impair the floors,  
20 walls or roofs thereof, or cause any increase in the ordinary premium rates  
21 or the cancellation or invalidation of any insurance thereon maintained by or  
22 for the Association, nor shall any noxious or offensive activity or nuisance be  
23 made or suffered thereon.

24 (j) All curtains and/or draperies visible from the exterior of  
25 the buildings of the project shall be white lined or white in color.

26 Section 7. Foreclosure of Lien. In any suit to foreclose the lien  
27 against an apartment owner for delinquent assessments such delinquent owner  
28 shall be required to pay to the Association a reasonable rent for such  
29 apartment until sale or foreclosure together with all costs and reasonable  
30 attorney's fees.

31 With the exception of a lender in possession of a condominium unit  
32 following a default in a first mortgage, a foreclosure proceeding or any  
33 deed or other arrangement in lieu of foreclosure, no unit owner shall be  
34 permitted to lease his unit for transient or hotel purposes. No unit owner  
35 may lease less than his entire unit. Any lease agreement shall be required  
36 to provide that the terms of the lease shall be subject in all respects to  
37 the provisions of the Declaration and the By-Laws and that any failure by  
38 the lessee to comply with the terms of such documents shall be a default under  
39 the lease. All leases shall be required to be in writing. Other than the  
40 foregoing, there is no restriction on the right of any unit owner to lease his  
41 unit.

42 Section 8. Title. Every apartment owner shall promptly cause to be  
43 duly recorded the deed, lease, assignment or other conveyance to him of his  
44 apartment or other evidence of his title thereto and file such evidence of  
45 title with the Board of Directors through the Managing Agent, and the  
46 Secretary shall maintain such information in the record of ownership of the  
47 Association.

48 Section 9. House Rules. The Board of Directors, upon notice to all  
49 apartment owners in the same manner as herein provided for notice of meetings  
50 of the Association and opportunity to be heard thereon, may adopt or amend  
51 any supplemental rules and regulations called House Rules, governing details  
52 of the operation and use of the common elements not inconsistent with any  
53 provisions of law, these by-laws or the Declaration.

CHARLES E. TULIN  
ATTORNEY AT LAW  
825 THIRD AVENUE  
ANCHORAGE, ALASKA 99501  
TELEPHONE 272-8846

ARTICLE VII

AMENDMENTS OF BY-LAWS

Section 1. Procedure. These By-Laws may be amended in any respect not inconsistent with any provisions of law or the Declaration by affirmative vote of the apartment owners representing 70 percent or more of the total votes of all apartment owners, at any meeting of the Association duly called for such purpose, effective only upon the recording of an amendment to the Declaration setting forth such amendment of By-Laws as provided by law.

ARTICLE VIII

NOTICE

Section 1. Notice to Association. Any apartment owner who mortgages his interest in an apartment shall notify the Association through the Managing Agent of the name and address of his mortgagee, and the Secretary shall maintain such information in the records of ownership of the Association.

Section 2. Notice of Unpaid Assessments. The Management Agent or Board of Directors at the request of any mortgagee or prospective purchaser of any apartment or interest therein will report to such person the amount of any unpaid assessments due from the owner of such apartment.

ARTICLE IX

INDEMNIFICATION

Section 1. Expenses and Liability. The Association shall indemnify every director and officer, and his executors and administrators, against all expenses reasonable incurred by or imposed on him in connection with any action, suit or proceeding to which he may be made a party by reason of being or having been a director or officer of the Association, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for negligence or misconduct; and in the absence of such final adjudication, indemnification shall be provided only in connection with such matters as to which the Association shall be provided only in connection with such matters as to which the Association is advised by its legal counsel that the person to be indemnified committed no such breach of duty. The foregoing right of indemnification shall not be exclusive of any other rights to which such person may be entitled.

ARTICLE X

COMPLIANCE

Section 1. Subordination. These by-laws are subordinate and subject to the provisions of the Declaration and all amendments thereto and said Horizontal Property Regimes Act, and in case of any conflict the latter shall control. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Act.

ARTICLE XI

Section 1. In accordance with Section 34.07.180 AS, the apartments and common areas herein described shall be periodically re-appraised, with a recomputation of the percentage of the undivided interest of each apartment owner in the common areas and facilities as expressed in the Declaration, if required. The purpose of this paragraph is to insure the proper percentage of undivided interest of each apartment owner in the common areas and facilities.

CHARLES E. TULIN  
ATTORNEY AT LAW  
224 THIRD AVENUE  
ANCHORAGE, ALASKA 99501  
TELEPHONE 272-9848



ARTICLE XII

INSURANCE

The Association shall maintain insurance satisfactory to meet the requirements of the Federal National Mortgage Association so long as the Federal National Mortgage Association is a mortgagee or beneficiary under a deed of trust on any unit in the project.

ADOPTION OF BY-LAWS

The undersigned Owners and Lessees of the property of EASTRIDGE CONDOMINIUM hereby adopt the foregoing as the By-Laws of the Association of Condominium Owners, this 27th day of December, 1974.

CAMEL HOMES, INC.

By *William E. Camel*  
WILLIAM E. CAMEL  
*President*

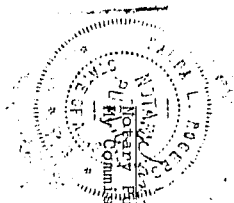
By *Andrew H. Eker*  
ANDREW H. EKER  
(Owner-Developer)

OWNERS:

CHARLES E. TULIN  
ATTORNEY AT LAW  
825 THIRD AVENUE  
ANCHORAGE, ALASKA 99501  
TELEPHONE 872-9846

On this 27th day of September, 1974, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn personally appeared WILLIAM E. GANDEL and ANDREW H. EXER, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.



Notary Public in and for the State of Alaska  
 My Commission expires: 7-30-78

74-040398/

RECORDED  
 ANCHORAGE REC.  
 DISTRICT

Oct 8 4 29 PM '74

Address: A.X.G.

74-038125

27-75-005065

2700

SEP 25 9 41 AM '74

A.X.G.

FEB 11 3 57 PM '75

ANCHORAGE REC.

44-5885  
WP-56-33

BOOK 53 PAGE 437 BOOK 46 PAGE 799  
Anchorage Recording District Anchorage Recording District

**CERTIFICATE AMENDING DECLARATION AND SUBMITTING  
ADDITIONAL REAL PROPERTY TO HORIZONTAL PROPERTY REGIME**

GAMEL HOMES, INC., the undersigned Alaska corporation, hereinafter sometimes "Declarant", having a principal place of business at 3209 Denali Street, Anchorage, Alaska, the owner of the land described under Article 1 hereof, submits said land to the provisions of the Horizontal Property Regime Act (AS 34.07) as it now reads, or may hereafter be amended, and annexes that land to an established "Horizontal Property Regime" with respect to that land, for the EASTRIDGE CONDOMINIUMS, hereinafter "Project".

At the time of recording of this Declaration, there has been filed in the Anchorage Recording District, Third Judicial District, State of Alaska, survey maps and floor plans for the project under File Nos. 74-194, 74-207, and 75-192, which survey maps and floor plans are incorporated by reference herein. This Amendment to Declaration is in part an amendment by substitution of that certain declaration recorded in Books 230, 231 and 1, at pages 546, 24 and 485, respectively, in the Anchorage Recording District, and is an Amendment pursuant to Paragraph 17 thereof to bring within the scheme of that Declaration and that regime lands and buildings therein described as Phase II and Phase III, and for other purposes. Filed with 75-162.

1. **DESCRIPTION OF LAND ANNEXED.** The land being annexed and upon which buildings and improvements for the Project are located or are to be located, is situated in the Anchorage Recording District, Third Judicial District, State of Alaska, sometimes known as Phases II and III, more particularly described as follows, hereinafter "Land":

Lots 1A, 1B, 2A and 2B, EASTRIDGE ADDITION NO. 1

2. **DESCRIPTION OF BUILDINGS AND TABLE OF VALUES AND PERCENTAGE UNDIVIDED INTEREST.** The buildings and units within all of this Eastridge Condominium as it exists upon this Amendment, are located upon and the lots and in the buildings as stated below. The exact locations on the lots and in the buildings are more particularly shown upon the several recorded surveys and filed building plats affecting the project, and, as to Phases II and III, upon such surveys and building plans as hereafter will be recorded or filed, all of which surveys and plans are incorporated herein by reference.

Lot and Building Number	Unit No.	Unit Type	Assigned Value	Percentage Undivided Interest in Common Areas
Lot 1A				
I	1	Taos	\$63,000	1.6443
	2	Taos	63,000	1.6443
	3	Taos	63,000	1.6443
	4	Taos	63,000	1.6443
	5	Taos	63,000	1.6443
Lot 1B				
II	6	Alyeska 2	60,600	1.5817
	7	Alyeska 1	57,900	1.5086

Also 43K 57 P 2-12  
w/ plat 75-177  
24 Oct 75 9:30 am

BURE, PEASE  
& CURTIS, Inc.  
825 W. EIGHTH AVT.  
ANCHORAGE, ALASKA  
TELEPHONE 275-1611

Lot and Building Number	Unit No.	Unit Type	Assigned Value	Percentage Undivided Interest in Common Areas
	8	Alyeska 1	57,800	1.5086
	9	Alyeska 1	57,800	1.5086
	10	Alyeska 2	60,600	1.5817
	11	Alyeska 2	60,600	1.5817
III	12	Alta 1	55,250	1.4421
	13	Alta 2	58,500	1.5268
	14	Alta 2	55,250	1.4421
IV	15	Alta 2	58,500	1.5268
	16	Alta 1	55,250	1.4421
	17	Alta 1 <i>12</i>	58,500	1.5268 <i>OK</i>
V	18	Alyeska 1	57,800	1.5086
	19	Alyeska 1	57,800	1.5086
	20	Alyeska 2	60,600	1.5817
	21	Alyeska 2	60,600	1.5817
	22	Alyeska 2	60,600	1.5817
Lot 2A				
I	1	Aspen	55,250	1.4421
	2	Aspen	55,250	1.4421
	3	Vail	59,800	1.5607
II	4	Vail	59,800	1.5607
	5	Aspen	55,250	1.4421
	6	Aspen	55,250	1.4421
	7	Aspen	55,250	1.4421
	8	Aspen	55,250	1.4421
III	9	Alyeska 1	57,800	1.5086
	10	Alyeska 2	60,600	1.5817
	11	Alyeska 2	60,600	1.5817
	12	Alyeska 1	57,800	1.5086
	13	Alyeska 2	60,600	1.5817
	14	Alyeska 1	57,800	1.5086
IV	15	Aspen	55,250	1.4421
	16	Aspen	55,250	1.4421
	17	Aspen	55,250	1.4421
	18	Aspen	55,250	1.4421
	19	Aspen	55,250	1.4421
Lot 2B				
V	20	Vail	59,800	1.5607
	21	Aspen	55,250	1.4421
	22	Aspen	55,250	1.4421
	23	Aspen	55,250	1.4421
VI	24	Alyeska 2	60,600	1.5817
	25	Alyeska 2	60,600	1.5817
	26	Alyeska 2	57,800	1.5086
	27	Alyeska 1	57,800	1.5086
	28	Alyeska 1	57,800	1.5086
	29	Alyeska 1	57,800	1.5086
	30	Alyeska 2	57,800	1.5086



Lot and Building Number	Unit No.	Unit Type	Assigned Value	Percentage Undivided Interest in Common Areas
VII	31	Alyeska 2	60,600	1.5817
	32	Alyeska 2	60,600	1.5817
	33	Alyeska 1	57,800	1.5086
	34	Alyeska 2	60,600	1.5817
	35	Alyeska 2	60,600	1.5817
VIII	36	Taos	63,000	1.6443
	37	Taos	63,000	1.6443
	38	Taos	63,000	1.6443
	39	Taos	63,000	1.6443
IX	40	Taos	63,000	1.6443
	41	Taos	63,000	1.6443
	42	Taos	63,000	1.6443
	43	Taos	63,000	1.6443

### 3. DESCRIPTION OF UNITS.

(a) The residential buildings are two-story or three-story wooden frame construction on concrete foundation, and vary in size from containing 3 units to containing 7 units. The garage buildings are wooden frame construction on concrete foundation. The front face of the units in each building are staggered side by side, each facing the roadway. Each garage building has a garage door exit to a driveway and the roadway, and a doorway exit in the rear toward the adjacent residential building.

(b) All units have immediate access to a common walkway from the front entry, and to a common roadway from the garage by a driveway. All units are carpeted, and have a range, a dishwasher, a garbage disposal, a trash compactor, and a fireplace.

(c) There are four basic floor plan designs for the residential units identified and described as follows:

#### (1) Vail

This is a five-level unit approximately 1680 square feet in area, consisting of living room with adjacent concrete fenced patio on the first level; entry hall and guest closet on the second level; kitchen, pantry, dining room, and outside deck on the third level; 2 bedrooms, bath and laundry area on the fourth level; and 1 bedroom, bath and sundeck on the fifth level.

It has a 2-car attached garage on the second level.

#### (2) Aspen

This is a five-level unit approximately 1470 square feet in area, consisting of living room with adjacent concrete fenced patio on the first level; entry hall and guest closet on the second level; kitchen, pantry, dining room, and outside deck on the third level; 1 bedroom, bath and laundry area on the

fourth level; and 1 bedroom, bath, and sun-deck on the fifth level.

It has a 1-car attached garage on the second level.

(3) Alyeska

This is a three-level unit approximately 1567 square feet in area, consisting of living room on the first level; entry hall, kitchen, dining room, guest closet, and half bath on the second level; 3 bedrooms, 2 bathrooms, utility area and 2 sun decks on the third level.

The units have the exclusive use and benefit of either 1-car detached or attached garage space (Alyeska-1) or 2-car detached or attached garage space (Alyeska-2) as shown on the survey map and floor plans.

(4) Taoz

This is a four-level unit approximately 1861 square feet in area, consisting of entry and guest closet on the first level; 2 bedrooms, bath and laundry area on the second level; kitchen, dining room, living room and enclosed sun deck on the third level; and sitting room, bedroom and bath on the fourth level.

It has a 2-car attached garage on the first level.

(5) Alta

This is a three-level unit approximately 1426 square feet in area consisting of living room on first level, entry hall, kitchen, dining room, guest closet and half bath on the second level; 2 bedrooms, 1-3/4 baths, utility area and 1 sun deck on the third level.

The units have the exclusive use and benefit either 1-car detached garage space (Alta 1) or 2-car detached garage space (Alta 2) as shown on the survey map and floor plans.

4. DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES.

A. Each unit that does not have garage space as an integral part of the unit as stated in Article 3, shall have the exclusive use of that detached garage space designated on the relevant survey map and floor plans with a G prefixed to the unit number.

B. The paved driveways from named streets to the several garages and garage buildings are each for the exclusive use of the owners of the units which are serviced by the driveway.



C. Each unit owner shall have the exclusive use of the fenced area immediately adjacent to his unit, as illustrated on the survey map and floor plans.

5. VALUE OF LAND AND IMPROVEMENTS.

A. The value of the unimproved land described in Article 1 above is \$175,000.00, and the value of the Project including designated improvements, is \$650,000.00.

B. The statutory value of each unit including its limited common areas, if any, is set forth in Article 2. Such values are estimated as required by AS 34.07 and do not necessarily reflect the amount for which a unit will be sold by Declarant or others.

6. AMENDMENT AND/OR PRIOR APPROVAL. Except for changes in the percentage of undivided interest of each condominium unit owner in the common areas and facilities which shall require unanimous approval of all owners, this Declaration may be amended by affirmative vote of condominium unit owners representing seventy-five percent (75%), or more, of the total votes of all condominium unit owners; provided, however, that the written approval of one hundred percent (100%) of holders of first mortgages on the units shall be a prerequisite to the effectiveness of any action which amends a material provision of this Declaration, including without limitation the following matters, or which without amendment of a material provision of this Declaration nevertheless has the following effect:

(1) The abandonment of the condominium status of the project, except for abandonment provided under the provisions of the Horizontal Property Regimes Act (AS 34.07) substantial loss to the units and common elements.

(2) The removal of all or any portion of the property or project from the provisions of the Horizontal Property Regime Act pursuant to AS 34.07.330, or as said statute may be amended from time to time.

(3) The partition or subdivision of any unit or of the common elements.

(4) A change in the percentage interests of the unit owners, other than that set out in Article 2, including, without limitation, such changes due to periodic reappraisal pursuant to AS 34.07.180(b) and the Articles and Bylaws.

(5) By act or omission, the abandonment, partition, subdivision, encumbrances, sale, or transfer of the common elements.

(6) The dissolution of the Association.

Provided, further, that no substantial change shall be made to the provisions of this Declaration between the time of execution and delivery of an agreement of purchase and sale by a purchaser and the time of closing, without the consent of the purchaser.

BURR, PEASE  
& KLITZ, INC.  
228 W. EIGHTH AVE.  
ANCHORAGE, ALASKA  
TELEPHONE 278-2411

91-  
BOOK 53 PAGE 442 BOOK 46 PAGE 804  
Anchorage Recording District Anchorage Recording District

7. AMENDMENT TO INTEGRATE SUBSEQUENT PHASES. Notwithstanding any language to the contrary contained in this Declaration, Declarant shall have the right at its sole option at any time on or before December 31, 1978, to execute an Amendment to this Declaration and the Horizontal Property Regime created hereby by adding apartment units and common areas located on the tract of land described as follows, without prior consent or approval of any unit owner or mortgagee:

PHASE IV  
Lot 2-C, EASTRIDGE ADDITION NO. 1

Should such third phase be established, it shall be expressly subject to these Declarations as well as the Articles and Bylaws of the Association provided for herein as from time to time amended. Declarant may integrate such Phase as provided in Declarations paragraph 17.

DATED at Anchorage, Alaska, this 9<sup>th</sup> day of September, 1975.

GAMEL HOMES, INC.  
Declarant

By William E. Gamel

By \_\_\_\_\_

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY that on this 9<sup>th</sup> day of September, 1975, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared William E. Gamel, known to me to be the President, and \_\_\_\_\_, known to me to be the Secretary, of GAMEL HOMES, INC., the corporation that executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its Bylaws or a resolution of its Board of Directors.

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

Barbara A. Hines  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: 2/28/79

75-037002

15.00

RECORDED-  
ANCHORAGE REC.  
DISTRICT

75-041290

15.00

RECORDED-  
ANCHORAGE REC.  
DISTRICT

75-043749

Oct 24 9:30 AM '75

SEP 9 4 12 PM '75

REC'D BY ATG  
ADDRESS \_\_\_\_\_

OCT 6 4 20 PM '75

REQUESTED BY ATG  
ADDRESS \_\_\_\_\_

BUCK, PEASE  
& KURTZ, INC.  
625 W. EIGHTH AVE.  
ANCHORAGE ALASKA  
TELEPHONE 278-2411

LETTER 72:

Cancel 4/22/76  
2004 Dues  
Anchorage, Alaska



First Amendment  
 Re-Recorded  
 Book 57; Page 212

44-5585  
 WF-5633

BOOK 57 PAGE 212  
 Anchorage Recording District  
 BOOK 53 PAGE 437  
 Anchorage Recording District  
 BOOK 46 PAGE 799  
 Anchorage Recording District

**CERTIFICATE AMENDING DECLARATION AND SUBMITTING  
 ADDITIONAL REAL PROPERTY TO HORIZONTAL PROPERTY REGIME**

GAMEL HONES, INC., the undersigned Alaska corporation, hereinafter sometimes "Declarant", having a principal place of business at 3209 Denali Street, Anchorage, Alaska, the owner of the land described under Article I hereof, submits said land to the provisions of the Horizontal Property Regime Act (AS 34.07) as it now reads, or may hereafter be amended, and annexes that land to an established "Horizontal Property Regime" with respect to that land, for the EASTRIDGE CONDOMINIUMS, hereinafter "Project".

At the time of recording of this Declaration, there has been filed in the Anchorage Recording District, Third Judicial District, State of Alaska, survey maps and floor plans for the project under file Nos. 74-194, 74-207, and 75-197. These survey maps and floor plans are incorporated by reference herein. This Amendment to Declaration is in part an amendment by substitution of that certain declaration recorded in Books 230, 231 and 1, at pages 546, 24 and 485, respectively, in the Anchorage Recording District, and is an Amendment pursuant to Paragraph 17 thereof to bring within the scheme of that Declaration and that regime lands and buildings therein described as Phase II and Phase III, and for other purposes. Filed with 75-142 10-6-75

**RECORDED CONCURRENTLY w/ MY PAT 75-177**  
 1. DESCRIPTION OF LAND ANNEXED. The land being annexed and upon which buildings and improvements for the project are located or are to be located, is situated in the Anchorage Recording District, Third Judicial District, State of Alaska, sometimes known as Phases II and III, more particularly described as follows, hereinafter "Land":

Lots 1A, 1B, 2A and 2B, EASTRIDGE ADDITION NO. 1

2. DESCRIPTION OF BUILDINGS AND TABLE OF VALUES AND PERCENTAGE UNDIVIDED INTEREST. The buildings and units within all of this Eastridge Condominium as it exists upon this Amendment, are located upon and the lots and in the buildings as stated below. The exact locations on the lots and in the buildings are more particularly shown upon the several recorded surveys and filed building plans affecting the project, and, as to Phases II and III, upon such surveys and building plans as hereafter will be recorded or filed, all of which surveys and plans are incorporated herein by reference.

Lot and Building Number	Unit No.	Unit Type	Assigned Value	Percentage Undivided Interest in Common Areas
Lot 1A I	1	Taos	\$63,000	1.6443
	2	Taos	63,000	1.6443
	3	Taos	63,000	1.6443
	4	Taos	63,000	1.6443
	5	Taos	63,000	1.6443
Lot 1B II	6	Alyeska 2	60,600	1.5817
	7	Alyeska 1	57,800	1.5086

BURR, PEASE  
 & KURTZ, Inc.  
 823 W. EIGHTH AVE.  
 ANCHORAGE, ALASKA  
 TELEPHONE 279-2411

10-34-76

Lot and Building Number	Unit No.	Unit Type	Assigned Value	Percentage Undivided Interest in Common Areas
III	8	Alyeska 1	57,800	1.5086
	9	Alyeska 1	57,800	1.5086
	10	Alyeska 2	60,600	1.5817
	11	Alyeska 2	60,600	1.5817
	12	Alta 1	55,250	1.4421
IV	13	Alta 2	55,250	1.4421
	14	Alta 2	55,250	1.4421
	15	Alta 2	58,500	1.5268
V	16	Alta 1	55,250	1.4421
	17	Alta 1	58,500	1.5268
	18	Alyeska 1	57,800	1.5086
	19	Alyeska 1	57,800	1.5086
	20	Alyeska 2	60,600	1.5817
Lot 2A	21	Alyeska 2	60,600	1.5817
	22	Alyeska 2	60,600	1.5817
I	1	Aspen	55,250	1.4421
	2	Aspen	55,250	1.4421
	3	Vail	59,800	1.5607
II	4	Vail	59,800	1.5607
	5	Aspen	55,250	1.4421
	6	Aspen	55,250	1.4421
	7	Aspen	55,250	1.4421
	8	Aspen	55,250	1.4421
III	9	Alyeska 1	57,800	1.5086
	10	Alyeska 2	60,600	1.5817
	11	Alyeska 2	60,600	1.5817
	12	Alyeska 1	57,800	1.5086
	13	Alyeska 2	60,600	1.5817
IV	14	Alyeska 1	57,800	1.5086
	15	Aspen	55,250	1.4421
	16	Aspen	55,250	1.4421
	17	Aspen	55,250	1.4421
	18	Aspen	55,250	1.4421
Lot 2B	19	Aspen	55,250	1.4421
	20	Vail	59,800	1.5607
	21	Aspen	55,250	1.4421
V	22	Aspen	55,250	1.4421
	23	Aspen	55,250	1.4421
	24	Alyeska 2	60,600	1.5817
VI	25	Alyeska 2	60,600	1.5817
	26	Alyeska 2	57,800	1.5086
	27	Alyeska 1	57,800	1.5086
	28	Alyeska 1	57,800	1.5086
	29	Alyeska 1	57,800	1.5086
	30	Alyeska 2	57,800	1.5086
	31	Alyeska 2	57,800	1.5086

RUBB, PEASE  
 & KURTZ, Inc.  
 212 WEST 10TH AVE.  
 ANCHORAGE, ALASKA  
 TELEPHONE 379-2411

Lot and Building Number	Unit No.	Unit Type	Assigned Value	Percentage Undivided Interest in Common Areas
VII	31	Alyeska 2	60,600	1.5817
	32	Alyeska 2	60,600	1.5817
	33	Alyeska 1	57,800	1.5086
	34	Alyeska 2	60,600	1.5817
	35	Alyeska 2	60,600	1.5817
VIII	36	Taos	63,000	1.6443
	37	Taos	63,000	1.6443
	38	Taos	63,000	1.6443
	39	Taos	63,000	1.6443
IX	40	Taos	63,000	1.6443
	41	Taos	63,000	1.6443
	42	Taos	63,000	1.6443
	43	Taos	63,000	1.6443

3. DESCRIPTION OF UNITS.

(a) The residential buildings are two-story or three-story wooden frame construction on concrete foundation, and vary in size from containing 3 units to containing 7 units. The garage buildings are wooden frame construction on concrete foundation. The front face of the units in each building are staggered side by side, each facing the roadway. Each garage building has a garage door exit to a driveway and the roadway, and a doorway exit in the rear toward the adjacent residential building.

(b) All units have immediate access to a common walkway from the front entry, and to a common roadway from the garage by a driveway. All units are carpeted, and have a range, a dishwasher, a garbage disposal, a trash compactor, and a fireplace.

(c) There are four basic floor plan designs for the residential units identified and described as follows:

(1) Vail

This is a five-level unit approximately 1680 square feet in area, consisting of living room with adjacent concrete fenced patio on the first level; entry hall and guest closet on the second level; Kitchen, pantry, dining room, and outside deck on the third level; 2 bedrooms, bath and laundry area on the fourth level; and 1 bedroom, bath and sundeck on the fifth level.

It has a 2-car attached garage on the second level.

(2) Aspen

This is a five-level unit approximately 1470 square feet in area, consisting of living room with adjacent concrete fenced patio on the first level; entry hall and guest closet on the second level; Kitchen, pantry, dining room, and outside deck on the third level; 1 bedroom, bath and laundry area on the

BURG, PEASE  
 & KORTZ, INC.  
 222 KICKAPPOO AVE.  
 ANCHORAGE, ALASKA  
 TELEPHONE 579-2411

fourth level; and 1 bedroom, bath, and sun-deck on the fifth level.

It has a 1-car attached garage on the second level.

(3) Alyeska

This is a three-level unit approximately 1567 square feet in area, consisting of living room on the first level; entry hall, kitchen, dining room, guest closet, and half bath on the second level; 3 bedrooms, 2 bathrooms, utility area and 2 sun decks on the third level.

The units have the exclusive use and benefit of either 1-car detached or attached garage space (Alyeska-1) or 2-car detached or attached garage space (Alyeska-2) as shown on the survey map and floor plans.

(4) Taos

This is a four-level unit approximately 1861 square feet in area, consisting of entry and guest closet on the first level; 2 bedrooms, bath and laundry area on the second level; kitchen, dining room, living room and enclosed sun deck on the third level; and sitting room, bedroom and bath on the fourth level.

It has a 2-car attached garage on the first level.

(5) Alta

This is a three-level unit approximately 1426 square feet in area consisting of living room on first level, entry hall, kitchen, dining room, guest closet and half bath on the second level; 2 bedrooms, 1-3/4 baths, utility area and 1 sun deck on the third level.

The units have the exclusive use and benefit either 1-car detached garage space (Alta 1) or 2-car detached garage space (Alta 2), as shown on the survey map and floor plans.

4. DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES.

A. Each unit that does not have garage space as an integral part of the unit as stated in Article 3, shall have the exclusive use of that detached garage space designated on the relevant survey map and floor plans with a G prefixed to the unit number.

B. The paved driveways from named streets to the several garages and garage buildings are each for the exclusive use of the owners of the units which are serviced by the driveway.

C. Each unit owner shall have the exclusive use of the fenced area immediately adjacent to his unit, as illustrated on the survey map and floor plans.

5. VALUE OF LAND AND IMPROVEMENTS.

A. The value of the unimproved land described in Article I above is \$175,000, and the value of the Project including designated improvements, is \$652,000.

B. The statutory value of each unit including its limited common areas, if any, is set forth in Article 2. Such values are estimated as required by AS 34.07 and do not necessarily reflect the amount for which a unit will be sold by Declarant or others.

6. AMENDMENT AND/OR PRIOR APPROVAL. Except for changes in the percentage of undivided interest of each condominium unit owner in the common areas and facilities which shall require unanimous approval of all owners, this Declaration may be amended by affirmative vote of condominium unit owners representing seventy-five percent (75%), or more, of the total votes of all condominium unit owners; provided, however, that the written approval of one hundred percent (100%) of holders of first mortgages on the units shall be a prerequisite to the effectiveness of any action which amends a material provision of this Declaration, including without limitation the following matters, or which without amendment of a material provision of this Declaration nevertheless has the following effect:

- (1) The abandonment of the condominium status of the project, except for abandonment provided under the provisions of the Horizontal Property Regimes Act (AS 34.07) substantial loss to the units and common elements.
- (2) The removal of all or any portion of the property or project from the provisions of the Horizontal Property Regime Act pursuant to AS 34.07.330, or as said statute may be amended from time to time.
- (3) The partition or subdivision of any unit or of the common elements.
- (4) A change in the percentage interests of the unit owners, other than that set out in Article 2, including, without limitation, such changes due to periodic reappraisal pursuant to AS 34.07.180(b) and the Articles and Bylaws.
- (5) By act or omission, the abandonment, partition, subdivision, encumbrances, sale, or transfer of the common elements.
- (6) The dissolution of the Association.

Provided, further, that no substantial change shall be made to the provisions of this Declaration between the time of execution and delivery of an agreement of purchase and sale by a purchaser and the time of closing, without the consent of the purchaser.

BURR, PEASE  
& KURTZ, INC.  
625 W. EIGHTH AVE.  
ANCHORAGE, ALASKA  
TELEPHONE 279-2411

7. AMENDMENT TO INTEGRATE SUBSEQUENT PHASES. Notwithstanding any language to the contrary contained in this Declaration, Declarant shall have the right at its sole option at any time on or before December 31, 1978, to execute an Amendment to this Declaration and the Horizontal Property Regime created hereby by adding apartment units and common areas located on the tract of land described as follows, without prior consent or approval of any unit owner or mortgagee:

PHASE IV  
Lot 2-C, EASTRIDGE ADDITION NO. 1

Should such third phase be established, it shall be expressly subject to these Declarations as well as the Articles and Bylaws of the Association provided for herein as from time to time amended. Declarant may integrate such phase as provided in Declarations paragraph 17.

DATED at Anchorage, Alaska, this 28 day of September, 1975.

GAMEL HOMES, INC.  
Declarant

By *William C. Gamel*

By \_\_\_\_\_

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 28 day of September, 1975, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared *William C. Gamel*, known to me to be the *President* and *known to me* to be the *President* of GAMEL HOMES, INC., the corporation that executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its Bylaws or a resolution of its Board of Directors.

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

*William C. Gamel*  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: 2/28/82

75-037002

RECORDED-FILED  
ANCHORAGE REC.  
DISTRICT

75-041290/75-043749

RECORDED-FILED  
ANCHORAGE REC.  
DISTRICT

SEP 9 4 12 PM '75  
REQUESTED BY *ATG*  
ADDRESS \_\_\_\_\_

OCT 24 9 30 AM '75  
REQUESTED BY *ATG*  
ADDRESS \_\_\_\_\_

RETURN TO:  
GAMEL HOMES INC  
3209 DENALI ST.  
ANCH. AK

BURR, PEASE  
& KURTZ, INC.  
825 W. EIGHTH AVE.  
ANCHORAGE, ALASKA  
TELEPHONE 278-2411

3-10-76  
LF-5977 BOOK 123

BOOK 86 Page 517-523  
BOOK 96 490  
Anchorage Recording District  
PAGE 0451

CORRECTED  
SECOND CERTIFICATE AMENDING DECLARATION AND SUBMITTING  
ADDITIONAL REAL PROPERTY TO HORIZONTAL PROPERTY REGIME

CAMEL HOMES, INC., the undersigned Alaska corporation, hereinafter sometimes "Declarant", having a principal place of business at 3209 Denali Street, Anchorage, Alaska, the owner of the land described under Article 1 hereof, submits said land to the provisions of the Horizontal Property Regime Act (AS 34.07) as it now reads, or may hereafter be amended, and annexes that land to an established "Horizontal Property Regime" with respect to that land, for the EASTRIDGE CONDOMINIUMS, hereinafter "Project".

At the time of recording of this Declaration, there has been filed in the Anchorage Recording District, Third Judicial District, State of Alaska, survey maps and floor plans for the project under File Nos. 74-108, 74-194, 74-207, 75-19, 75-136, 75-162, 75-177, 75-196 and 76-178 which survey maps and floor plans are incorporated by reference herein. This Amendment to Declaration is in part an amendment by substitution of that certain declaration recorded in Books 230, 231, and 1, at pages 546, 24 and 485, respectively, and of that certain Certificate Amending Declaration recorded in Books 46, 53 and 57 at Page 799, 437 and 212, respectively, and of that certain Second Certificate Amending Declaration recorded in Books 86, and 87, 96, at Pages 517, and 520, 490, respectively, in the Anchorage Recording District, and is an Amendment pursuant to Paragraph 17 thereof to bring within the scheme of that Declaration and that regime lands and buildings therein described as Phase IV, and for other purposes, including correction of certain typographical errors appearing in such Certificate and Second Certificate.

1. DESCRIPTION OF LAND ANNEXED. The land being annexed and upon which buildings and improvements for the Project are located or are to be located, is situate in the Anchorage Recording District, Third Judicial District, State of Alaska, sometimes known as Phase IV, more particularly described as follows, hereinafter "Land":

Lot 2C, EASTRIDGE ADDITION NO. 1

2. DESCRIPTION OF BUILDINGS AND TABLE OF VALUES AND PERCENTAGE UNDIVIDED INTEREST. The buildings and units within all of this Eastridge Condominium as it exists upon this Amendment, are located upon and the lots and in the buildings as stated below. The exact locations on the lots and in the buildings are more particularly shown upon the several recorded surveys and filed building Plats affecting the project, and, as to Phase IV, upon such surveys and building plans as hereafter will be recorded or filed, all of which surveys and plans are incorporated herein by reference.

Lot and Building Number	Unit No.	Unit Type	Assigned Value	Percentage Interest in Common Areas
Lot 1A I	1	Taos	\$63,000	1.2113
	2	Taos	63,000	1.2113
	3	Taos	63,000	1.2113
	4	Taos	63,000	1.2113
	5	Taos	63,000	1.2113

BOOK ~~96~~ ~~491~~  
Anchorage, Alaska

Lot and Building Number	Unit No.	Unit Type	Assigned Value	Percentage Interest in Common Areas
<u>Lot 1B</u>				
II	6	Alyeska 2	60,600	1.1650
	7	Alyeska 1	57,800	1.1112
	8	Alyeska 1	57,800	1.1112
	9	Alyeska 1	57,800	1.1112
	10	Alyeska 2	60,600	1.1650
	11	Alyeska 2	60,600	1.1650
III	12	Alta 2	58,500	1.1247
	13	Alta 1	55,250	1.0622
	14	Alta 1	55,250	1.0622
IV	15	Alta 2	58,500	1.1247
	16	Alta 1	55,250	1.0622
	17	Alta 2	58,500	1.1247
V	18	Alyeska 1	57,800	1.1112
	19	Alyeska 1	57,800	1.1112
	20	Alyeska 2	60,600	1.1650
	21	Alyeska 2	60,600	1.1650
	22	Alyeska 2	60,600	1.1650
<u>Lot 2A</u>				
I	1	Aspen	55,250	1.0621
	2	Aspen	55,250	1.0621
	3	Vail	59,800	1.1497
II	4	Vail	59,800	1.1497
	5	Aspen	55,250	1.0621
	6	Aspen	55,250	1.0621
	7	Aspen	55,250	1.0621
	8	Aspen	55,250	1.0621
III	9	Alyeska 1	57,800	1.1112
	10	Alyeska 2	60,600	1.1650
	11	Alyeska 2	60,600	1.1650
	12	Alyeska 1	57,800	1.1112
	13	Alyeska 2	60,600	1.1650
	14	Alyeska 1	57,800	1.1112
IV	15	Aspen	55,250	1.0621
	16	Aspen	55,250	1.0621
	17	Aspen	55,250	1.0621
	18	Aspen	55,250	1.0621
	19	Aspen	55,250	1.0621
<u>Lot 2B</u>				
V	20	Vail	59,800	1.1497
	21	Aspen	55,250	1.0621
	22	Aspen	55,250	1.0621
	23	Aspen	55,250	1.0621
VI	24	Alyeska 2	60,600	1.1650
	25	Alyeska 2	60,600	1.1650
	26	Alyeska 1	57,800	1.1112
	27	Alyeska 1	57,800	1.1112
	28	Alyeska 1	57,800	1.1112
	29	Alyeska 1	57,800	1.1112
	30	Alyeska 1	57,800	1.1112

w9  
w7

w9-2-



Lot and Building Number	Unit No.	Unit Type	Assigned Value	Percentage Interest in Common Areas
VII	31	Alyeska 2	60,600	1.1650
	32	Alyeska 2	60,600	1.1650
	33	Alyeska 1	57,800	1.1112
	34	Alyeska 2	60,600	1.1650
	35	Alyeska 2	60,600	1.1650
VIII	E 362055	Taos	63,000	1.2113
	372053	Taos	63,000	1.2113
	382051	Taos	63,000	1.2113
	392049	Taos	63,000	1.2113
IX	E 402045	Taos	63,000	1.2113
	412043	Taos	63,000	1.2113
	422041	Taos	63,000	1.2113
	432039	Taos	63,000	1.2113
<u>Lot 2C</u>				
I	1	Alyeska 1	57,800	1.1112
	2	Alyeska 2	60,600	1.1650
	3	Alyeska 2	60,600	1.1650
	4	Alyeska 1	57,800	1.1112
	5	Alyeska 1	57,800	1.1112
	6	Alyeska 2	60,600	1.1650
	7	Alyeska 1	57,800	1.1112
II	8	Alyeska 1	57,800	1.1112
	9	Alyeska 2	60,600	1.1650
	10	Alyeska 1	57,800	1.1112
III	11	Alyeska 2	60,600	1.1650
	12	Alyeska 1	57,800	1.1112
	13	Alyeska 2	60,600	1.1650
IV	14	Alyeska 1	57,800	1.1112
	15	Alyeska 2	60,600	1.1650
	16	Alyeska 2	60,600	1.1650
	17	Alyeska 1	57,800	1.1112
	18	Alyeska 2	60,600	1.1650
	19	Alyeska 1	57,800	1.1112
	20	Alyeska 1	57,800	1.1112
V	K 212235	Taos	63,000	1.2113
	222233	Taos	63,000	1.2113
	232231	Taos	63,000	1.2113

3. DESCRIPTION OF UNITS.

(a) The residential buildings are two-story or three-story wooden frame construction on concrete foundation, and vary in size from containing 3 units to containing 7 units. The garage buildings are wooden frame construction on concrete foundation. The front face of the units in each building are staggered side by side, each facing the roadway. Each garage building has a garage door exit to a driveway and a roadway, and a doorway exit in the rear toward the adjacent residential building.

(b) All units have immediate access to a common walkway from the front entry, and to a common roadway from the

BOOK 96-493  
Anchorage Accounting Division

garage by a driveway. All units are carpeted, and have a range, a dishwasher, a garbage disposal, a trash compactor, and a fireplace.

(c) There are four basic floor plan designs for the residential units identified and described as follows:

(1) Vail

This is a five-level unit approximately 1680 square feet in area, consisting of living room with adjacent concrete fenced patio on the first level; entry hall and guest closet on the second level; kitchen, pantry, dining room, and outside deck on the third level; 2 bedrooms, bath and laundry area on the fourth level; and 1 bedroom, bath and sundeck on the fifth level.

It has a 2-car attached garage on the second level.

(2) Aspen

This is a five-level unit approximately 1470 square feet in area, consisting of living room with adjacent concrete fenced patio on the first level; entry hall and guest closet on the second level; kitchen, pantry, dining room, and outside deck on the third level; 1 bedroom, bath and laundry area on the fourth level; and 1 bedroom, bath, and sundeck on the fifth level.

It has a 1-car attached garage on the second level.

(3) Alyeska

This is a three-level unit approximately 1567 square feet in area, consisting of living room on the first level; entry hall, kitchen, dining room, guest closet, and half bath on the second level; 3 bedrooms, 2 bathrooms, utility area and 2 sundecks on the third level.

The units have the exclusive use and benefit of either 1-car detached or attached garage space (Alyeska 1) or 2-car detached or attached garage space (Alyeska 2) as shown on the survey map and floor plans.

(4) Taos

This is four-level unit approximately 1861 square feet in area, consisting of entry and guest closet on the first level; 2 bedrooms, bath and laundry area on the second level; kitchen, dining room, living room and enclosed sun deck on the third level; and sitting room, bedroom and bath on the fourth level.

It has a 2-car attached garage on the first level.

(5) Alta

This is a three-level unit approximately 1426 square feet in area consisting of living room on first level, entry hall, kitchen, dining room, guest closet and half bath on the second level; 2 bedrooms, 1-3/4 baths, utility area and 1 sun deck on the third level.

The units have the exclusive use and benefit either 1-car detached garage space (Alta 1) or 2-car detached garage space (Alta 2) as shown on the survey map and floor plans.

4. DESCRIPTION OF COMMON AREAS AND FACILITIES.

The common areas and facilities are:

A. The Land, the airspace above same, except the airspace occupied by each of the units, and all improvements situate upon the Land, except those improvements actually within the airspace occupied by each unit.

B. The foundations, columns, girders, beams, supports, main walls and roofs of each condominium building.

C. The installations of common utility services to the exterior of the perimeter walls, floors or ceilings of each unit. In the case of utility services metered to and for each individual unit, such as gas and electricity, the common area or facility extends only to (and not including) such meter; and the meters and wires, conduits or pipes from same are "improvements" belonging exclusively to each particular unit. The pipes, conduits and wires from the interior surface of the exterior walls (or partitions between units) of each building are the exclusive property and responsibility of the owner of each such unit, unless such pipes or conduits or wires extend beyond such unit to other units in the project, in which case they are deemed to be "common areas and facilities". Each unit has separate heating and hot water facilities, and such items are the exclusive property and responsibility of the owner of each such unit.

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

5. DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES.

A. Each unit that does not have garage space as an integral part of the unit as stated in Article 4, shall have the exclusive use of that detached garage space designated on the relevant survey map and floor plans with a G prefixed to the unit number.

B. The paved driveways from named streets to the several garages and garage buildings are each for the exclusive use of the owners of the units which are serviced by the driveway.

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BOOK 96 495  
Anchorage Recording Bureau

C. Each unit owner shall have the exclusive use of the fenced area immediately adjacent to his unit, as illustrated on the survey map and floor plans.

D. Each unit owner shall have the exclusive use of any attic and/or crawl space, entry to which is provided for from that owners unit.

6. UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES.

The percentage of undivided interest in the common areas and facilities appertaining to each unit and its owner for all purposes, including voting, is shown in Article 2 above.

7. VALUE OF LAND AND IMPROVEMENTS.

A. The value of the unimproved Land described in Article I above is \$112,000.00; and the value of the Project including designated improvements, is \$5,201,550.00.

B. The statutory value of each unit including its limited common areas, if any, is set forth in Article 2. Such values are estimated as required by AS 34.07 and do not necessarily reflect the amount for which a unit will be sold by Declarant or others.

8. Paragraph numbered 6 of the Certificate Amending Declaration recorded inter alia in Book 46 at Page 799 is amended by adding thereto the following subparagraph (7):

For so long as the Federal National Mortgage Corporation, or their successor or assigns, is a mortgagee on a unit, no hazard insurance proceeds for losses to the project may be used for any purpose other than the repair, replacement or reconstruction of the affected portion of the project, except as otherwise provided by statute in case of substantial loss.

DATED at Anchorage, Alaska, this 30<sup>th</sup> day of April, 1976.

GAMEL HOMES, INC.  
Declarant

By William E. Gamel

STATE OF ALASKA )

THIRD JUDICIAL DISTRICT )

ss.

THIS IS TO CERTIFY that on this 30<sup>th</sup> day of April, 1976, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared William E. Gamel known to me to be the President, of GAMEL HOMES, INC., the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its Bylaws or a resolution of its Board of Directors.

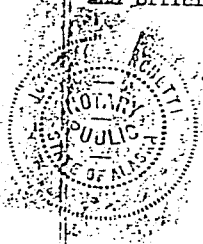
BOOK 123

PAGE 0457

96 496

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

John W. Marchetti  
NOTARY PUBLIC in and for Alaska  
My commission expires: 6/23/79



76-016489  
17

ANCHORAGE REC.  
DISTRICT

APR 26 1 04 PM '76

REQUESTED BY  
ADDRESS

ALASKA TITLE CURTAIN COMPANY

76-034890

17.00

ANCHORAGE REC.  
DISTRICT

APR 13 8 37 AM '76

REQUESTED BY A.T.G.

ADDRESS

#13813

Return to:  
Daniel Homes, Inc  
7502 Firview Lane  
Suite #3  
Anch. AK 99503

CORRECTED  
SECOND CERTIFICATE AMENDING DECLARATION AND SUBMITTING  
ADDITIONAL REAL PROPERTY TO HORIZONTAL PROPERTY REGIME

CAMEL HONES, INC., the undersigned Alaska corporation, hereinafter sometimes "Declarant", having a principal place of business at 3209 Denali Street, Anchorage, Alaska, the owner of the land described under Article I hereof, submits said land to the provisions of the Horizontal Property Regime Act (AS 34.07) as it now reads, or may hereafter be amended, and annexes that land to an established "Horizontal Property Regime" with respect to that land, for the EASTRIDGE CONDOMINIUMS, hereinafter "Project".

At the time of recording of this Declaration, there has been filed in the Anchorage Recording District, Third Judicial District, State of Alaska, survey maps and floor plans for the project under file Nos. 74-108, 74-194, 74-207, 75-19, 75-136, 75-162, 75-177, 75-196 and 76-198 which survey maps and floor plans are incorporated by reference herein. This Amendment to Declaration is in part an amendment by substitution of that certain declaration recorded in Books 230, 231, and 1, at pages 546, 24 and 485, respectively, and of that certain Certificate Amending Declaration recorded in Books 46, 53 and 57 at Page 799, 437 and 212, respectively, and of that certain Second Certificate Amending Declaration recorded in Books 86, and 87, 96, at pages 517, and 520, 490, respectively, in the Anchorage Recording District, and is an Amendment pursuant to Paragraph 17 thereof to bring within the scheme of that Declaration and that regime lands and buildings therein described as Phase IV, and for other purposes, including correction of certain typographical errors appearing in such Certificate and Second Certificate.

1. DESCRIPTION OF LAND ANNEXED. The land being annexed and upon which buildings and improvements for the project are located or are to be located, is situate in the Anchorage Recording District, Third Judicial District, State of Alaska, sometimes known as Phase IV, more particularly described as follows, hereinafter "Land":

Lot 2C, EASTRIDGE ADDITION NO. 1

2. DESCRIPTION OF BUILDINGS AND TABLE OF VALUES AND PERCENTAGE UNDIVIDED INTEREST. The buildings and units within all of this Eastridge Condominium as it exists upon this Amendment, are located upon and the lots and in the buildings as stated below. The exact locations on the lots and in the buildings are more particularly shown upon the several recorded surveys and filed building plats affecting the project, and, as to Phase IV, upon such surveys and building plans as hereafter will be recorded or filed, all of which surveys and plans are incorporated herein by reference.

Lot and Building Number	Unit No.	Unit Type	Assigned Value	Percentage Interest in Common Areas
Lot 1A				
1	1	Taos	\$63,000	1.2113
	2	Taos	63,000	1.2113
	3	Taos	63,000	1.2113
	4	Taos	63,000	1.2113
	5	Taos	63,000	1.2113

Re-recorded  
8-26-76  
Book 96; page 490

Second Amendment  
Re-recorded  
8-13-76  
Book 123; Page 451

BOOK 96  
ANCHORAGE RECORDS  
491

Lot and Building Number	Unit No.	Unit Type	Assigned Value	Percentage Interest in Common Areas
<b>Lot 1B</b>				
II	6	Alyeska 2	60,600	1.1650
	7	Alyeska 1	57,800	1.1112
	8	Alyeska 1	57,800	1.1112
	9	Alyeska 1	57,800	1.1112
	10	Alyeska 2	60,600	1.1650
III	11	Alyeska 2	60,600	1.1650
	12	Alta 2	58,500	1.1247
	13	Alta 1	55,250	1.0622
	14	Alta 1	55,250	1.0622
IV	15	Alta 2	58,500	1.1247
	16	Alta 1	55,250	1.0622
	17	Alta 2	58,500	1.1247
	18	Alta 1	55,250	1.0622
V	19	Alyeska 1	57,800	1.1112
	20	Alyeska 2	60,600	1.1650
	21	Alyeska 2	60,600	1.1650
	22	Alyeska 2	60,600	1.1650
	23	Alyeska 2	60,600	1.1650
<b>Lot 2A</b>				
I	1	Aspen	55,250	1.0621
	2	Aspen	55,250	1.0621
	3	Vail	59,800	1.1497
II	4	Vail	59,800	1.1497
	5	Aspen	55,250	1.0621
	6	Aspen	55,250	1.0621
	7	Aspen	55,250	1.0621
	8	Aspen	55,250	1.0621
III	9	Alyeska 1	57,800	1.1112
	10	Alyeska 2	60,600	1.1650
	11	Alyeska 2	60,600	1.1650
	12	Alyeska 1	57,800	1.1112
	13	Alyeska 2	60,600	1.1650
IV	14	Alyeska 1	57,800	1.1112
	15	Aspen	55,250	1.0621
	16	Aspen	55,250	1.0621
	17	Aspen	55,250	1.0621
	18	Aspen	55,250	1.0621
Lot 2B	19	Aspen	55,250	1.0621
	20	Vail	59,800	1.1497
	21	Aspen	55,250	1.0621
	22	Aspen	55,250	1.0621
	23	Aspen	55,250	1.0621
VI	24	Alyeska 2	60,600	1.1650
	25	Alyeska 2	60,600	1.1650
	26	Alyeska 1	57,800	1.1112
	27	Alyeska 1	57,800	1.1112
	28	Alyeska 1	57,800	1.1112
	29	Alyeska 1	57,800	1.1112
	30	Alyeska 1	57,800	1.1112

Lot and Building Number	Unit No.	Unit Type	Assigned Value	Percentage Interest in Common Areas
VII	31	Alyeska 2	60,600	1.1650
	32	Alyeska 2	60,600	1.1650
	33	Alyeska 1	57,800	1.1112
	34	Alyeska 2	60,600	1.1650
	35	Alyeska 2	60,600	1.1650
VIII	36	Taos	63,000	1.2113
	37	Taos	63,000	1.2113
	38	Taos	63,000	1.2113
	39	Taos	63,000	1.2113
IX	40	Taos	63,000	1.2113
	41	Taos	63,000	1.2113
	42	Taos	63,000	1.2113
	43	Taos	63,000	1.2113
Lot 2C I	1	Alyeska 1	57,800	1.1112
	2	Alyeska 2	60,600	1.1650
	3	Alyeska 2	60,600	1.1650
	4	Alyeska 1	57,800	1.1112
	5	Alyeska 1	57,800	1.1112
	6	Alyeska 2	60,600	1.1650
II	7	Alyeska 1	57,800	1.1112
	8	Alyeska 1	57,800	1.1112
	9	Alyeska 2	60,600	1.1650
III	10	Alyeska 1	57,800	1.1112
	11	Alyeska 2	60,600	1.1650
	12	Alyeska 2	57,800	1.1112
IV	13	Alyeska 2	60,600	1.1650
	14	Alyeska 1	57,800	1.1112
	15	Alyeska 2	60,600	1.1650
V	16	Alyeska 2	60,600	1.1650
	17	Alyeska 1	57,800	1.1112
	18	Alyeska 2	60,600	1.1650
	19	Alyeska 1	57,800	1.1112
	20	Alyeska 1	57,800	1.1112
K	21	Taos	63,000	1.2113
	22	Taos	63,000	1.2113
	23	Taos	63,000	1.2113

## 3. DESCRIPTION OF UNITS.

(a) The residential buildings are two-story or three-story wooden frame construction on concrete foundation, and vary in size from containing 3 units to containing 7 units. The garage buildings are wooden frame construction on concrete foundation. The front face of the units in each building are staggered side by side, each facing the roadway. Each garage building has a garage door exit to a driveway and a roadway, and a doorway exit in the rear toward the adjacent residential building.

(b) All units have immediate access to a common walkway from the front entry, and to a common roadway from the



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garage by a driveway. All units are carpeted, and have a range, a dishwasher, a garbage disposal, a trash compactor, and a fireplace.

(c) There are four basic floor plan designs for the residential units identified and described as follows:

(1) Vail

This is a five-level unit approximately 1680 square feet in area, consisting of living room with adjacent concrete fenced patio on the first level; entry hall and guest closet on the second level; kitchen, pantry, dining room, and outside deck on the third level; 2 bedrooms, bath and laundry area on the fourth level; and 1 bedroom, bath and sundeck on the fifth level. It has a 2-car attached garage on the second level.

(2) Aspen

This is a five-level unit approximately 1470 square feet in area, consisting of living room with adjacent concrete fenced patio on the first level; entry hall and guest closet on the second level; kitchen, pantry, dining room, and outside deck on the third level; 1 bedroom, bath and laundry area on the fourth level; and 1 bedroom, bath, and sundeck on the fifth level.

It has a 1-car attached garage on the second level.

(3) Alyeska

This is a three-level unit approximately 1567 square feet in area, consisting of living room on the first level; entry hall, kitchen, dining room, guest closet, and half bath on the second level; 3 bedrooms, 2 bathrooms, utility area and 2 sundecks on the third level.

The units have the exclusive use and benefit of either 1-car detached or attached garage space (Alyeska 1) or 2-car detached or attached garage space (Alyeska 2) as shown on the survey map and floor plans.

(4) Taos

This is four-level unit approximately 1861 square feet in area, consisting of entry and guest closet on the first level; 2 bedrooms, bath and laundry area on the second level; kitchen, dining room, living room and enclosed sun deck on the third level; and sitting room, bedroom and bath on the fourth level.

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It has a 2-car attached garage on the first level.

(5) Alta

This is a three-level unit approximately 1426 square feet in area consisting of living room on first level, entry hall, kitchen, dining room, guest closet and half bath on the second level; 2 bedrooms, 1-3/4 baths, utility area and 1 sun deck on the third level.

The units have the exclusive use and benefit either 1-car detached garage space (Alta 1) or 2-car detached garage space (Alta 2) as shown on the survey map and floor plans.

4. DESCRIPTION OF COMMON AREAS AND FACILITIES.

The common areas and facilities are:

A. The land, the airspace above same, except the airspace occupied by each of the units, and all improvements situate upon the land, except those improvements actually within the airspace occupied by each unit.

B. The foundations, columns, girders, beams, supports, main walls and roofs of each condominium building.

C. The installations of common utility services to the exterior of the perimeter walls, floors or ceilings and of each unit. In the case of utility services metered to and for each individual unit, such as gas and electricity, the common area or facility extends only to (and not including) such meter; and the meters and wires, conduits or pipes from same are "improvements" belonging exclusively to each particular unit. The pipes, conduits and wires from the interior surface of the exterior walls (or partitions between units) of each building are the exclusive property and responsibility of the owner of each such unit, unless such pipes or conduits or wires extend beyond such unit to other units in the project. In which case they are deemed to be "common areas and facilities". Each unit has separate heating and hot water facilities, and such items are the exclusive property and responsibility of the owner of each such unit.

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

5. DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES.

A. Each unit that does not have garage space as an integral part of the unit as stated in Article 4, shall have the exclusive use of that detached garage space designated on the relevant survey map and floor plans with a G prefixed to the unit number.

B. The paved driveways from named streets to the several garages and garage buildings are each for the exclusive use of the owners of the units which are serviced by the driveway.

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C. Each unit owner shall have the exclusive use of the fenced area immediately adjacent to his unit, as illustrated on the survey map and floor plans.

D. Each unit owner shall have the exclusive use of any attic and/or crawl space, entry to which is provided for from that owners unit.

#### 6. UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES.

The percentage of undivided interest in the common areas and facilities appertaining to each unit and its owner for all purposes, including voting, is shown in Article 2 above.

#### 7. VALUE OF LAND AND IMPROVEMENTS.

A. The value of the unimproved land described in Article 1 above is \$118,000.00; and the value of the project including designated improvements, is \$5,201,550.00.

B. The statutory value of each unit including its limited common areas, if any, is set forth in Article 2. Such values are estimated as required by AS 34.07 and do not necessarily reflect the amount for which a unit will be sold by Declarant or others.

8. Paragraph numbered 6 of the Certificate Amending Declaration recorded inter alia in Book 46 at page 799 is amended by adding thereto the following subparagraph (7):

For so long as the Federal National Mortgage Corporation, or their successor or assigns, is a mortgagee on a unit, no hazard insurance proceeds for losses to the project may be used for any purpose other than the repair, replacement or reconstruction of the affected portion of the project, except as otherwise provided by statute in case of substantial loss.

DATED at Anchorage, Alaska, this 30<sup>th</sup> day of April, 1976.

GAMEL HOMES, INC.  
 Declarant

By William E. Givens

STATE OF ALASKA )  
 ) ss.  
 TRIED JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 30<sup>th</sup> day of April, 1976, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared William E. Givens known to me to be the President of GAMEL HOMES, INC., the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its Bylaws or a resolution of its Board of Directors.

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

JOHN W. MARGENAU  
ROTARY PUBLIC in and for Alaska  
My commission expires: 6/13/79

76-016489

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RECEIVED  
ALASKA DEPT. OF  
PUBLIC SAFETY  
DISTRICT

APR 25 1 24 PM '76

REQUESTED BY

ADDRESS

ALSO THE CURRENT COUNTY

76-034894

17.00

RECEIVED  
ANCHORAGE  
DISTRICT

APR 23 8 37 AM '76

REQUESTED BY A.T.G.

ADDRESS 7

#13813

Returned to:  
James H. Hemo, Sr.  
7502 Firwood Lane  
Anchorage, Alaska 99503