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BOOK 877

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

RAVENSBRUCH TOWNHOMES

THIS DECLARATION, made this 11 day of April, 1983, by SOLO INC., an Alaska corporation, its successors and assigns, hereinafter referred to as "Declarant" and "Solo Inc.", and ARNOLD L. ROBINSON and MARGARET ANN ROBINSON, and GARY LYNN ROBINSON and KAY ROBINSON;

R E C I T A L S

A. Solo Inc. is the fee owner of the real property described in Exhibit "A" to this Declaration. This Declaration is being imposed by Declarant upon the covered property.

B. Declarant has deemed it desirable to establish covenants, conditions and restrictions upon the covered property and each and every lot and portion thereof, which will constitute a general scheme for the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness thereof.

C. It is desirable for the efficient preservation of the value, desirability and attractiveness of the covered property to create a corporation to which should be delegated and assigned the powers of maintaining and administering the common area and administering and enforcing these covenants and restrictions and collecting and disbursing funds pursuant to the assessment and charges created and referred to.

D. Ravensbruch Townhomes Homeowners Association, Inc., a nonprofit corporation, has been and will be incorporated under the laws of the State of Alaska for the purpose of exercising the powers and functions aforesaid.

E. Declarant will hereafter hold and convey title to all of the covered property subject to certain protective covenants, conditions and restrictions hereafter set forth.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of its interests as the same may from time to time appear in the covered property shall be held and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of said interests in the covered property, and the owners of said interests, their successors and assigns. These covenants, conditions, restrictions and easements shall run with said interests and shall be binding upon all parties having or acquiring any right or title in said interests or any part thereof, and shall inure to the benefit of each owner thereof and are imposed upon said interests and every part thereof as a servitude in favor of each and every of said interests as the dominant tenement or tenements.

ARTICLE I.
DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and are defined as follows:

Section 1. "Architectural Committee" and "Architectural Appeal Committee", shall mean and refer to the committees provided for in the Article hereof entitled "Architectural Control".

Section 2. "Articles" and "Bylaws" shall mean and refer to the Articles of Incorporation and Bylaws of the Association as the same may from time to time be duly amended.

Section 3. "Association" shall mean and refer to Ravensbruch Townhomes Homeowners Association, Inc., a nonprofit corporation, incorporated under the laws of the State of Alaska, its successors and assigns.

Section 4. "Common Area" shall mean all real property, if any, and the improvements thereon, owned in common by the lot owners for the common use and enjoyment of the members of the Association, which upon the date of the first conveyance of a lot subject hereto shall be that certain property described in Exhibit "A" as Tract G.

Section 5. "Common Expenses" shall mean and refer to the actual and estimated costs of: maintenance, management, operation, repair and replacement of the common area, including unpaid special, reconstruction and capital improvements assessments, costs of management and administration of the Association, including but not limited to compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of utilities, trash pick-up and disposal, gardening and other services benefiting the common area; the costs of fire, casualty, liability, workmen's compensation and other insurance covering the common area; reasonable reserves as appropriate; the costs of bonding of the members of the management body; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the common area or portions thereof; costs incurred by the Architectural Committee; and the costs of any other item or items designated by, or in accordance with the other expenses incurred by the Association for any reason whatsoever in connection with the common area, this Declaration, the Articles of Incorporation or the Bylaws, or in furtherance of the purposes of the Association or in the discharge of any obligations imposed on the Association by this Declaration.

Section 6. "Covered Property" or "Project" shall mean and refer to all the real property known as and particularly described on Exhibit "A" hereto.

Section 7. "Exhibit" shall mean and refer to those documents so designated herein and attached hereto and each of such Exhibits is by this reference incorporated in this Declaration.

Section 8. "Lot" shall mean the lots shown on Exhibit A, excluding the tracts identified as common area. Lots conveyed to a purchaser shall be a Class A member lot; lots retained by Declarant shall be a Class B member lot.

Section 9. "Member" shall mean and refer to every person or entity who is a member in the Association pursuant to this Declaration. "Member" shall also mean and refer to Declarant so long as Declarant is an "Owner" as hereinafter defined.

Section 10. "Owner" shall mean and refer to one or more persons or entities who are alone or collectively the record owner of a fee simple title to a lot, including Declarant, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Common Facilities" shall mean all personal property owned by the Association for the common use and enjoyment of the members.

Section 12. "Dwelling" shall mean the residential dwelling unit together with garages and other structures on the same lot.

Section 13. "Board" shall mean the Board of Directors of the Association.

Section 14. "Association Rules" shall mean rules adopted by the Association pursuant to the Articles hereof entitled "Duties and Powers of the Association".

Section 15. "Mortgage, Mortgagee, Mortgagor". Reference in this Declaration to a mortgage shall be deemed to include a deed of trust; reference to a mortgagee shall be deemed to include the beneficiary of a deed of trust; reference to a mortgagor shall be deemed to include the trustor of a deed of trust.

ARTICLE II. MEMBERSHIP

Section 1 - Membership. Every owner shall be a member of the Association. The terms and provisions set forth in this Declaration, which are binding upon all owners, are not exclusively, as owners shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the Bylaws of the Association to the extent the provisions thereof are not in conflict with this Declaration. In the event of conflict between the terms and provisions of the Declaration, Bylaws and Articles of Incorporation, the terms of the Declaration shall prevail. The foregoing is not intended to

include persons or entities who hold an interest merely as security for the performance of an obligation. Membership of owners shall be appurtenant to and may not be separated from the fee ownership of any lot which is subject to assessment by the Association. Ownership of a lot shall be the sole qualification for membership. Not more than one membership shall exist based upon ownership of a single lot.

Section 2 - Transfers. The membership held by any owner shall not be transferred, pledged or alienated in any way, except upon the conveyance or encumbrance of such lot and then only to the purchaser or deed of trust holder of such lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event an owner shall fail or refuse to transfer the membership registered in its name to the purchaser of such lot, the Association shall have the right to record the transfer upon the books of the Association.

Section 3 - Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. Class A members shall be all owners with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. When more than one person owns a portion of the interest required for membership, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. The Class B member shall be Declarant or its transferees. The Class B member shall be entitled to three (3) votes for each lot in which it holds the interest required for membership; provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- A. When the total votes outstanding in the Class A membership equal seventy-five percent (75%) of the lots; or
- B. December 31, 1984.

All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles and Bylaws of the Association.

ARTICLE III.
COVENANT AND MAINTENANCE ASSESSMENTS

Section 1 - Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each lot owned by it, hereby

covenants and agrees to pay, and each owner of any lot by acceptance of a deed or other conveyance, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the assessments of the Association, as set forth in the Bylaws of the Association. The assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the owner of such lot at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Estimated expenses shall include, but not be limited to, the cost of maintenance and operation of the common area, expense of management, insurance premiums for insurance coverage as deemed desirable or necessary by the Board, legal and accounting fees, road maintenance, snow removal and water service.

The Association shall establish an adequate reserve fund for maintenance, repairs, and replacement of those elements of the common property that must be replaced on a periodic basis, if any which funds shall be paid to the Association if necessary together with the normal dues or charges paid in regular installments.

ARTICLE IV.
ARCHITECTURAL CONTROL

Section 1 - Approval and Conformity of Plans. No building, fence, wall or other structure shall be commenced, erected or maintained upon the covered property, nor shall any exterior addition to or change or alteration in any such structure, including without limitation, patio covers and antennas or the color of any such structure be made:

A. Until there has been approved by the Architectural Committee described below, plans and specifications showing the nature, kind, shape, height, materials, exterior color and surface, and location of such structure. Before granting such approval, the Architectural Committee shall have in its reasonable judgment determined that the plans and specifications conform to such architectural standards, if any, as may from time to time be adopted by the Board ("Architectural Standards"), and provide for a structure which is in harmony as to external design and location with surrounding structures and topography; and

B. Which are not constructed in accordance with such approved plans and specifications.

Such plans and specifications are not approved for engineering design, and by approving such plans and specifications neither the Architectural Committee, the members thereof,

the Association nor Declarant assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. It shall require upon completion of construction a certificate from a licensed architect or other person acceptable to the Committee that in its judgment the plans and specifications are substantially in conformance with the architectural standards. In the event the Architectural Committee fails to approve or disapprove such plans and specifications within sixty (60) days after the same have been submitted to it, and provided that there is submitted to the Architectural Committee the certificate of a licensed architect stating that in his judgment the plans and specifications submitted are substantially in conformance with the architectural standards, such plans and specifications will be deemed approved.

Section 2 - Landscaping Approval. The Declarant shall be responsible for initial installation of landscaping pursuant to plans and specifications approved by the Municipality of Anchorage. There shall be no reduction in the type or quantity of landscaping without the prior written approval of Architectural Committee, which shall be charged with preservation of the esthetic beauty which each lot is intended to enjoy. Approval of plans by the Architectural Committee shall be withheld if in the reasonable opinion of the committee the esthetic beauty of any lot would be unduly marred by the location of such tree, bush, shrub or plant, or if the use, enjoyment or esthetic value of any lot would be impaired in any other manner. Further, approval of plans shall be withheld if in the reasonable opinion of the Architectural Committee they do not provide for an adequate amount of landscaping relative to the requirements of the lots for which they are submitted. The Architectural Committee may from time to time adopt rules and regulations ("Landscaping Standards") which permit the planting and emplacement of certain species of trees, bushes, shrubs or plants in particular locations without the prior approval of the Architectural Committee.

Section 3 - Appointment of Architectural Committee. The Declarant shall initially appoint the Architectural Committee and it shall consist of not less than three (3) members. The Declarant shall retain the right to appoint, augment or replace members of the Architectural Committee until three (3) years after the date of the recording of this Declaration or when seven (7) lots have been conveyed by Declarant, whichever shall first occur, provided that Declarant may, at its sole option, transfer this right to the Board of Directors of the Association by written notice thereof prior to the end of such period. Three (3) years after the date of the recording of this Declaration, or when seven (7) lots have been conveyed by the Declarant, the right to appoint, augment or replace members of the Architectural Committee shall automatically be transferred to the Board of Directors of the Association, but the Directors choice of Architectural Committee members shall be restricted to members of the Association.

Section 4 - Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained herein, after the expiration of one (1) year from the date of issuance of a building permit by municipal or other governmental authority for any improvement, the improvement shall be deemed to be in compliance with all provisions of this Article, unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 5 - Appeal. Decisions of the Architectural Committee shall be appealable to the Board of Directors. Appeals may be taken to the Board by written notice to the Board not more than thirty (30) days following the final decision of the Architectural Committee, and within thirty (30) days following the receipt of such notice of appeal, the Board shall render a decision with respect to such appeal. The failure of the Board to render a decision within said thirty (30) day period shall be deemed a decision in favor of the appellant. The Board may, by rule duly adopted, establish an Architectural Appeal Committee to whom appeals from decisions of the Architectural Committee may be taken, and provide that decisions of the Architectural Appeal Committee shall be final or that decisions of the Architectural Appeal Committee shall be appealable to the Board. In any event, the Board may establish reasonable rules regarding the procedures for considering appeals and may from time to time amend such rules regulating such procedures or such rules establishing an Architectural Appeal Committee.

Section 6 - General Provisions.

(A) The Architectural Committee may establish reasonable rules, subject to adoption by the Board, in connection with its review of plans and specifications, including, without limitation, the number of sets to be submitted, and the payment of a fee. Unless such rules are complied with, such plans and specifications shall be deemed not submitted.

(B) The address of the committee is 724 East 15th Avenue, Anchorage, Alaska, or such other place as may from time to time be designated by the Architectural Committee. Such address shall be the place for the submittal of plans and specifications and the place where the current architectural standards and landscaping standards, if any, shall be kept.

Section 7 - Non-Applicability to Declarant. The provisions of this Article shall not apply to lots owned by Declarant on the covered property and their successors in interest.

ARTICLE V.
DUTIES AND POWERS OF THE ASSOCIATION

Section 1 - General Duties and Powers. In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(A) Enforce the provisions of this Declaration by appropriate means, including without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions. The promulgation of the Association rules as provided in the Bylaws which shall include the establishment of a system of fines or penalties enforceable as special assessment also as provided for in the Bylaws.

(B) Maintain and otherwise manage all of the common area and all facilities, improvements and landscaping thereon, and all other property acquired by the Association.

(C) Obtain, for the benefit of all of the common area, all services.

(D) Maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purpose of and protecting the interest of the Association and its members.

(E) Employ a manager or other persons, if necessary, and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association. Any management agreement for the project or any other contract providing for services by the developer, sponsor, or builder will be terminable by the Association without cause on payment of a termination fee on ninety (90) days or less written notice thereof, and the term of any such agreement may not exceed three (3) years, renewable by agreement of the parties for successive one-year periods.

(F) Establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.

(G) Maintain the water lines and sewer lines from the main sewer line in the public right of way to the individual buildings.

(H) Maintain the landscaping of the common areas and the mowing of lawns on the owners' lots.

(I) Provide exterior maintenance upon each lot which is subject to assessment hereunder if individual lot owners fail to paint, repair, replace and care for roofs, gutters, downspouts, fences, exterior building surfaces, foundation, sidewalk and other exterior improvements.

Section 2 - Association Rules. The Association shall also have the power to adopt, amend and repeal such rules and regulations as it deems reasonable (The Association Rules). The

Association rules shall cover such matters in furtherance of the purposes of the Association, including, without limitation, the use of the common area and common facilities; provided, however, that the Association rules may not discriminate among owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each owner. Upon such mailing or delivery, said Association rules shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of any conflict between any such Association rules and any other provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

ARTICLE VI.
OWNER'S MAINTENANCE AND INSTALLATION OBLIGATIONS

Section 1 - Maintenance and Installation. Every owner shall:

- (A) Maintain his dwelling, party walls, patios, and fences of his dwelling in good condition and repair; and
- (B) Maintain in attractive and viable condition landscaping on the lot.

Section 2 - Standards for Maintenance and Installation.

- (A) Maintenance of the exterior of the dwellings, walls, and roofs shall be accomplished in accordance with the architectural standards and, if required by this declaration, only after approval of the Architectural Committee.

Section 3 - Right of Association to Maintain and Install. In the event any owner fails to maintain his dwelling, party walls, and maintain landscaping on this lot, the Association may cause such maintenance and installation to be accomplished as hereinafter set forth.

- (A) Upon a finding of the Board of a deficiency in such maintenance or installation, the Board shall give a Notice of Deficiency to the responsible owner which shall briefly describe the deficiency and set a date for hearing before the Board or a committee selected by the Board for such purpose.

(B) Such hearing shall be held, if called, not less than ten (10) nor more than thirty (30) days from the date of the notice.

- (C) Such hearing shall be conducted according to such reasonable rules and procedures as the Board shall adopt and

which shall provide the owner with the right to present oral and written evidence and to confront and cross-examine adverse witnesses. A decision by such committee, if appointed, may be appealed to the Board, but a decision of the Board shall be final.

(D) If such committee by majority vote determines that a deficiency continues to exist and such decision is not appealed to the Board or if the Board determines that a deficiency continues to exist, the Board may cause such maintenance or installation to be accomplished.

(E) If the Board elects to cause such maintenance or installation to be accomplished, the Board shall give the owner ten (10) days following notice to the owner of such election by the Board within which to select a day or days upon which such maintenance or installation shall be accomplished. If within said ten (10) day period the owner has not so selected such day or days, the Board may select such day or days upon which such maintenance or installation shall be accomplished. Unless the owner and the Board otherwise agree, such maintenance or installation shall take place only during daylight hours of any day, Monday through Friday, excluding holidays.

(F) If the Association pays for all or any portion of such maintenance or installation, such amount shall be a special assessment as set forth in the Bylaws to the affected owner and lot.

(G) If such owner does not select a day or days upon which such maintenance or installation is to be accomplished or otherwise agree in writing that entry onto such lot may be had by the Association or its delegates for such purpose, the Association may seek appropriate judicial relief and the costs thereof together with reasonable attorneys' fees shall be borne by such owner and be likewise a special assessment.

ARTICLE VII.
DESTRUCTION OF IMPROVEMENTS

In the event of partial or total destruction of improvements upon the common area or common area facilities (water and sewer service), it shall be the duty of the Association to restore and repair the same to its former condition as promptly as practical. The proceeds of any insurance maintained pursuant hereto shall be used for such purpose, subject to the prior rights of beneficiaries of deeds of trust whose interest may be protected by said policies. The Association shall maintain fire and extended coverage insurance on insurable PUD common property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs). Unless at least seventy-five (75%) of the first mortgages of the individual units in the PUD have given their prior written approval, the Association shall not be

entitled to change the above requirements to maintain fire and extended coverage as stated above or to use the hazard insurance proceeds for losses to any PUD common property for other than the repair, replacement or reconstruction of such common property. Such decision shall also require the approval of the majority of the voting interest in the Association.

ARTICLE VIII.
EMINENT DOMAIN

The term "taking" as used in this Article shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened taking of all or any portion of the common area, the members hereby appoint the Board of Directors of the Association and such persons as the Board may delegate to represent all of the members in connection with the taking. The Board of Directors shall act in its sole discretion with respect to any awards being made in connection with the taking subject to the prior written approval of seventy-five percent (75%) of the first mortgagees of the individual units in the PUD and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Association. In the event of a taking of less than all of the common area, the rules as to restoration and replacement of the common area and the improvements thereon shall apply as in the case of destruction of improvements upon the common area. In the event of a total taking, the Board of Directors of the Association may in its sole discretion and subject to the rights of the first mortgagees retain any award in the general funds of the Association or distribute pro rata all or a portion thereof to the members.

ARTICLE IX.
RESTRICTIONS

Section 1 - Residences. Lots shall be used exclusively for residential purposes as Townhomes in four-plex, five-plex and six-plex units.

Section 2 - Parking and Vehicular Restrictions. No vehicle which shall be in an inoperative condition shall be parked or left on the property subject to this Declaration other than the driveway of each lot. The garages shall be used for parking vehicles only and shall not be converted into living, recreational or business purposes. There shall be no exposed storage deposited, accumulated or preserved anywhere on the properties. In accordance with the development of the planned unit development for Ravensbruch PUD, the Ravensbruch Townhomes will be allocated three recreational vehicle parking sites for phase I and Phase II if added.

Section 3 - Nuisances. No noxious or offensive activities shall be carried on the lots, nor anything be done thereupon

which may be or may become an annoyance to the other lot owners. No owner shall permit or cause anything to be done or kept upon the properties which will increase the rate of insurance thereon or which will obstruct or interfere with the rights of other owners, nor will he commit or permit any nuisance on the premises, or commit or cause any immoral or illegal act to be committed thereon. Each owner shall comply with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to the occupancy and use of a residence.

Section 4 - No Signs. No signs, posters, displays or other advertising devices of any character shall be erected or maintained on, or shown or displayed from, the residences without prior written approval having been obtained from the Board of Directors of the Association; provided, however, that the restrictions of this paragraph shall not apply to any sign or notice of customary and reasonable dimension which states that the premises are for rent or sale. Address, identification signs and mail boxes may be maintained by the owners. The Board of Directors may summarily cause all authorized signs to be removed and destroyed. This section shall not apply to any signs used by Declarant or its agents in connection with the original construction and sale of the units.

Section 5 - Pet Regulations. No animals, livestock, or poultry shall be kept on any lot except that domestic dogs, cats, fish and birds in inside bird cages may be kept as household pets provided that they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall be deemed to limit the total number of all pets such as dogs, cats and birds to two (2) pets per unit. The Association shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Directors of the Association, a nuisance to any other owner. Dogs and cats belonging to owners, occupants or their licensees or invitees within the property must be either kept within an enclosure, or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Board of Directors of the Association. Furthermore, any owner shall be absolutely liable to each and all remaining owners, their families, guests and invitees, for any damage to person or property caused by any pets brought or kept upon the property by an owner or by members of his family, guests, licensees or invitees.

Section 6 - Business or Commercial Activity. No business or commercial activity shall be maintained or conducted on any lot except that Declarant or a person designated by the Association as the agent of the Association for purposes of managing the property may maintain management offices and facilities on a lot or in a temporary structure constructed on the project. Provided, however, that professional and administrative

occupations may be carried on within residences on lots so long as there exists no external evidence thereof.

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

Section 8 - Rubbish Removal. Trash, garbage, or other waste shall be disposed of only by depositing same, wrapped in a secure package, into trash containers. No portion of the property shall be used for the storage of building materials, refuse or any other materials other than in connection with approved construction. There shall be no exterior fires whatsoever except barbeque fires contained within receptacles therefor.

ARTICLE X.
RIGHTS IN THE COMMON AREA

Section 1 - Members' Rights of Enjoyment. Every member and the family and guests of a member shall have a right of enjoyment in and to the common areas, and such right shall be appurtenant to and shall pass with the fee to every lot, subject to the following provisions:

(A) The right of the Association to limit the number of guests to members and to limit the use of the common area by persons not in possession of a lot, but owning a portion of the interest in a lot required for membership.

(B) The right of the Association to establish reasonable rules and regulations pertaining to the use of the common area and the recreational facilities thereof.

(C) The right of the Association to suspend the voting rights and/or the right to use the recreational facilities, if any, by a member for any period during which any assessment against his lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the rules and regulations of the Association, provided that any suspension of such right to use the recreational facilities, except for failure to pay assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the Bylaws of the Association.

(D) Anything to the contrary herein notwithstanding the use of all common areas shall be in addition governed by the PUD requirements as set forth in the Ravensbruch PUD with the Municipality of Anchorage. In that regard each member of the association and each owner recognizes that any family members and

guests of members of the POD which shall include other associations shall have the non-exclusive right to use the greenbelt common areas, and to utilize the walking paths and pathways of the project as constructed.

(E) Each member recognizes that the Municipality of Anchorage pursuant to covenants as placed on the real property may construct a bike path on greenbelt area on the eastern edge of the project within the right of way recorded on Plat Number 82-105.

Section 2 - Delegation of Use. Any member may delegate, in accordance with the Bylaws, his right of enjoyment to the common area and facilities to the members of his family or his tenants who reside on his lot.

Section 3 - Waiver of Use. No member may exempt himself from personal liability for assessments duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the common area and the facilities thereof, or the abandonment of his lot.

ARTICLE XI. EASEMENTS

Section 1 - Reservation for Utilities. Easements over the covered property for the installation and maintenance of electric, telephone, water, gas, sanitary sewer lines and drainage facilities are hereby reserved by Declarant, its successors and assigns, together with the right to grant and transfer the same until all lots have become Class A lots. Each lot owner is granted a non-exclusive easement for use of ingress and egress across the foot paths as constructed on Tracts A-2A, A-2B, G, A-1A and A-1B and Tract F of Ravensbruch Subdivision No. 2, a re-subdivision of Tracts A and B of Ravensbruch Subdivision, located within the Northeast one-quarter (NE 1/4), Section 14, Township 13 North, Range 3 West, Seward Meridian, Anchorage, Alaska, of the Anchorage Recording District, Third Judicial District, State of Alaska.

Section 2 - Owners' Right to Ingress and Egress. Each owner shall have the right to ingress and egress any area necessary for access to his lot, and shall have the right to horizontal support by means of party walls or otherwise of his lot and such rights shall be appurtenant to and pass with the title to each lot.

Section 3 - Easement for Use of Common Area. Each lot owner has a nonexclusive easement for and may use the common areas and facilities in accordance for which they were intended without hindering or encroaching upon the lawful right of the owner of other lots. All conveyances hereafter made, whether by the Declarant, or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to the provisions hereof and of the Bylaws of the Association, even though no

specific reference to such easements appears in any such conveyance.

Section 4 - Easement for Repair. The Association, its agents, employees and contractors, shall have the right to enter each lot in case of any emergency originating in or threatening such lot, or other lots, and to effect maintenance and repairs which an owner is required to make but fails to make, and to maintain all improvements on the project, all regardless of any present or future encroachments upon another lot.

As used in this paragraph the term "lot" shall include any and all buildings thereon and the term "emergency" shall specifically include any and all servicing or repair to plumbing whether or not such servicing or repair is of direct benefit to the lot or building so entered.

Section 5 - Easement for Encroachment. In the event that any portion of one lot encroaches upon another lot, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the project, a valid easement for the encroachment or the maintenance of same shall exist so long as the encroachment exists.

ARTICLE XII.
RIGHTS OF MORTGAGE

Section 1 - Subordination of the Assessment Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 2 - Default. A breach of any of the provisions, covenants, restrictions or limitations hereof, or the recordation of any lien or assessment hereunder, or the pursuit of any remedy hereunder, shall not defeat or render invalid the lien of any mortgage made by a lot owner. All of the provisions herein shall be binding upon and effective against any owner whose title to said property is hereafter acquired through foreclosure or trustee's sale.

Section 3 - Condemnation. If any lot or portion thereof or the common area and facilities or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding

or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage of a lot will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any document establishing the project will entitle the owner of a lot or any other party to priority over such institutional holder of any first mortgage with respect to the distribution to such lot of the proceeds of any award or settlement.

Section 4 - No First Right of Refusal. The right of a lot owner to sell, transfer or otherwise convey the owner's lot will not be subject to any right of first refusal or any similar restriction in favor of the Association.

Section 5 - Notice to Mortgagees. The first mortgagee shall be entitled to written notification of any default by the lot owner in the performance of the lot owner's obligations under this Declaration or the Articles of Incorporation and Bylaws of the Association, which default is not cured within sixty (60) days, and of any damages to a lot covered by a first mortgage exceeding \$1,000 and no disposition thereof shall disturb mortgagee's first lien priority.

Section 6 - Prior Approval. Notwithstanding anything in this Declaration or the Bylaws of the Association to the contrary, prior written approval of the holders of the first mortgage or deed of trust covering all or any portion of the project shall be a condition precedent to the effectiveness of any of the following actions:

A. A change in the pro rata interest or obligations of any lot owner for purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds of condemnation awards.

B. Any abandonment, partition, subdivision, sale or transfer of all or any portion of the common property owned, directly or indirectly, by the Association for the benefit of the units.

C. Any change or abandonment of any scheme of regulations, or enforcement thereof, pertaining to the architectural design or exterior appearance or exterior maintenance of the dwellings on the lots, the maintenance of the common property, party, walks or common fences and driveways, or the upkeep of lawns and plantings.

D. Any alienation, release, transfer, hypothecation, or encumbrance of the common areas and facilities, except the Declarant's and Association's right to grant easements for utilities and similar or related purposes.

Section 7 - Right to Information. Any institutional holder of a first mortgage on a lot in the project will, upon request,

be entitled to:

A. Inspect the books and records of the Association project during normal business hours; and

B. Receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the project; and

C. Receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

Section 8 - Right to Pay Delinquent Taxes and Insurance. First mortgagees of PUD units may, jointly or singly pay taxes or other charges which are in default and which may have become a charge against any PUD common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the PUD Homeowners Association. This right to reimbursement shall be reflected in an agreement between the Homeowners Association and all first mortgagees, and an original or certified copy of such agreement will be possessed by the beneficiary of each first mortgage and the Declarant.

ARTICLE XIII.
PARTY WALLS

Section 1 - General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2 - Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3 - Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 4 - Right to Contribution Runs With Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

ARTICLE XIV.
GENERAL PROVISIONS

Section 1 - Enforcement. The Association, or any owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any member to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 - Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3 - Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the covered property and shall inure to the benefit of and be enforceable by the Association or one member, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then members has been recorded, agreeing to change said covenants, conditions and restrictions in whole or in part.

Section 4 - Construction. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the development of a residential community or tract and for the maintenance of the covered property and the common recreational facilities and common areas. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 5 - Amendments. This Declaration of covenants, conditions and restrictions may be amended only by the affirmative written assent or vote of not less than Ninety Percent (90%) of the owners during the twenty (20) year period following the recording of this Declaration, and thereafter, by the affirmative written assent or vote of not less than Seventy-five Percent (75%) of the owners. This Declaration may be amended by the Declarant to submit additional phases of the PUD as set forth in Article XV.

5a - FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

Section 6 - Singular Includes Plural. Whenever the context of this Declaration requires the same, the singular shall include the plural and the masculine shall include the feminine.

Section 7 - Attorney Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorney fees and costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorney fees and costs shall be a special assessment with respect to the lot involved in the action.

Section 8 - Notices. In each instance in which notice is to be given to an owner, the same shall be in writing and may be delivered personally, in which case personal delivery of such notice shall be to one or two or more co-owners, or such notice may be delivered by United States mail, certified or registered, postage prepaid, to the owner at the most recent address furnished by such owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such owner's lot, and any notice so deposited in the mail within Alaska shall be deemed delivered forty-eight (48) hours after such deposit.

Section 9 - Personal Covenant. To the extent the acceptance of a conveyance of a lot creates a personal covenant between the owner of such lot and Declarant or other owners, such personal covenant shall terminate and be of no further force or effect from and after the date when a person or entity ceases to be an owner except to the extent this Declaration may provide otherwise with respect to the payment of money to the Association.

Section 10 - Nonliability of Officials. To the fullest extent permitted by law, neither the Board, the Architectural Committee, any other committees of the Association or any member thereof shall not be liable to any member of the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval, or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence, or the like made in good faith within which such Board, committees or persons reasonably believed to be the scope of their duties.

Section 11 - Failure to Comply of Owner. The failure of any lot owner to comply with provisions of the Declaration and the Bylaws will give rise to a cause of action in the Association and any aggrieved owner for the recovery of damages, or for injunctive relief, or both.

Section 12 - Assessments and Taxes. Each lot shall be assessed and taxed individually.

Section 13 - Arbitration. Any dispute, controversy, or

claim arising out of, in connection with, or in relation to this Declaration, shall be submitted and determined by arbitration in accordance with the rules, then pertaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

ARTICLE XV.
AMENDMENTS TO ESTABLISH SUBSEQUENT PHASES

Notwithstanding any language to the contrary contained in this Declaration, Declarant shall have the right at its sole option, for a period of seven years from the date of execution of this Declaration to amend this Declaration pursuant to the terms of this paragraph.

1. Number of Phases. Declarant, or its successors or assigns, may amend this Declaration under the PUD ordinances of the Municipality of Anchorage by adding additional units and common areas on the property described in Exhibit "B".

Should such other phases be established, they shall be expressly subject to these declarations as well as the bylaws of the owners' association provided for herein as from time to time amended.

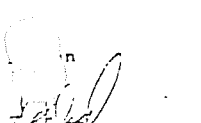
2. No Obligation to Construct Additional Phases. Declarant expects to establish other phases, but is not required to do so. If the land described above is not described as additional phases, then it may be used for any lawful purpose at the discretion of the Declarant, its successors or assigns. Access over and across the property described in Exhibit "A" and any other phase subsequently established is reserved to Declarant or Declarant's successors or assigns over the easement, pathways, roadways and utility lines specified or in any way established in and for such phases and the right to construct to each and all of them is also reserved. Such reservations are for the purpose either of completing and establishing subsequent phases or of completing a PUD phase or for the development of contiguous or other lands belonging to the Declarant, its successors or assigns for other purposes.

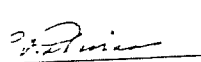
3. Amendment of this Declaration. In altering the project to create the additional units and common areas, the Declarant may, without the joinder or consent of any persons having an interest in the existing units, amend this Declaration to:

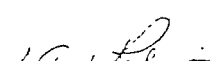
- (1) Create additional units and common areas.


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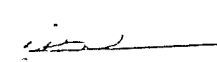
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(ii) Decrease the common interest appurtenant to each units existing prior to the amendment so that after the amendment each units shall have appurtenant to it an interest in the common elements as calculated according to the formula set forth in subparagraph 7 below.

(iii) Add, withdraw, realign and grant utility easements over, under, across and upon the common areas, including but not limited to easements and/or rights-of-way for electric, gas or telephone services, water, sewer and storm pipe lines, refuse disposal, driveways, parking areas and roadways, provided that such easements or rights-of-way do not materially impair the use of any existing apartment or its appurtenant interest in the common areas, and/or rearrange or add additional parking spaces on the common areas as may be additional common elements appurtenant to units. The alteration shall not require the alteration or demolition of any existing unit. Existing buildings or improvements on the common areas shall not be demolished or diminished. Such amended Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. It is contemplated with the future buildings and improvements shall be of comparable style, quality and size of those established in this Declaration. Nevertheless, the Declarant reserves the right to change the style, quality and size of additional units, at Declarant's option.

4. Effective Amendments. The amendments and additions authorized under this paragraph shall be made effective by filing of record the amendment to this Declaration with respect to the project as expanded which shall extend the covenants and restrictions of this Declaration as so amended to the additional property and the Owners thereof. Such additional property shall be subject to the existing bylaws as time to time amended by the association.

5. Use by the Declarant. Until such time as all construction and all phases are complete and all units sold, Declarant shall have the right to use any common areas and facilities and any additional model units in the future phases for the purpose of showing and sales, and to display signs and advertisements as deemed required by Declarant.

6. Prohibition of Amendment Without Declarant's Permission. No amendment to this paragraph 12 shall affect the Rights of Declarant unless Declarant joins in the execution thereof.

7. Formula to Be Used for Voting in the Subsequent Phases are Established. In the event subsequent phases are established, the additional units shall each be entitled to one vote as provided herein.

of April, 1983,
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ng authorized to do

BOOK 877

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

Shawn A. Robinson
Notary Public in and for Alaska
My commission expires: July 22, 1986

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 11 day of April, 1983, before me, the undersigned Notary Public in and for the State of Alaska, personally appeared Arnold L. Robinson and Margaret Ann Robinson, and Gary Lynn Robinson and Kay Robinson, to me known to be the persons who executed the foregoing instrument and acknowledged said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11 day of April, 1983, at Anchorage, Alaska.

Shawn A. Robinson
Notary Public in and for Alaska
My commission expires: July 22, 1986

EXHIBIT "A"

Tract C and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), RAVENSBRUCH SUBDIVISION NUMBER TWO, a resubdivision of Tracts A and B of RAVENSBRUCH SUBDIVISION, located within the Northeast one-quarter (NE 1/4), Section 14, Township 13 North, Range 3 West, Seward Meridian, Anchorage, Alaska, located within the Anchorage Recording District, Third Judicial District, State of Alaska.

BOOK 877

PAGE 0997

EXHIBIT "B"

Tract E and Tract F and Lots 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27, and Tracts E and F, according to the official plat thereof, recorded under Plat No. 82-105, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

BOOK 877

EXHIBIT "C"

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned person denominated "Buyers", for themselves, their successors, assigns or personal representatives, hereby grant to William J. Schlezal, the President of SOLO INC. of Anchorage, Alaska, the following Special Power of Attorney relating to the following described real property or portions thereof, which power is acknowledged to be coupled with an interest and is irrevocable:

Tract G and Lot One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), RAVENSBRUCH SUBDIVISION NUMBER TWO, according to the official plat thereof, filed under Plat Number 82-105, Records of the Anchorage Recording District, State of Alaska.

Authority Granted

In executing this power, the attorney-in-fact by these presents hereby appointed is authorized to amend the Declaration for Ravensbruch Townhomes to add additional phases and to file an amendment to the above referenced Declaration under the sole signature of the Declarant or such parties as it elects to have sign the same containing amendments to the Exhibits of the Declaration as referred to above. My attorney-in-fact is further empowered to make any changes in the Declaration as may be required by FNMA and/or AHFC.

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

IN WITNESS WHEREOF, we have hereunto signed our names this 11 day of April, 1981.

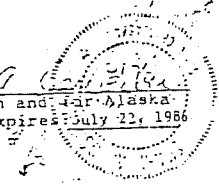
David L. Johnson
William J. Schlezal

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 11 day of April, 1983, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally and Kay Robinson, to me came Arnold I. Robinson, Margaret Ann Robinson, Gary Lynn Robinson, known to be the persons who executed the foregoing document and acknowledged that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

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

Sharon A. [Signature]
Notary Public in and for Alaska
My Commission Expires July 22, 1986



83-025985
89/
RECORDED & INDEXED
IN ANCHORAGE REC. DISTRICT
APR 15 2 00 PM '83
REQUESTED BY JERRY OWENLER
ADDRESS 724 E. 15th
ANCH 99501
ATTN: TOLD, INC.

INDENTURE OF PROTECTIVE COVENANTS
FOR
RAVENSBRUCH SUBDIVISION

PART A. PREAMBLE

On this 14th day of August, 1979 for the purpose of protecting the property shown as Ravensbruch Subdivision, Plat No. 79-111, situated in the SW 1/4, NE 1/4, Sec. 14, T 13N, R 3W, SM, State of Alaska.

The Owner does hereby restrict the use of the property to the following uses: the Residential Area Covenants in Part B in their entirety shall apply to Ravensbruch Subdivision, Plat No. 79-111. Lots 1 - 18, Block 1 and Lots 1 - 19, Block 2 Ravensbruch Subdivision.

To maintain the setting and asthetic values, no trees bigger than 4" when measured 3' from the ground shall be cut except that which is necessary and reasonable for clearing for dwellings or other buildings, or which is necessary and reasonable to remove hazardous & dangerous timber, or for clearing of access driveways on any lot.

PART B. RESIDENTIAL AREA COVENANTS

B-1 Land Use and Building Type:

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, two-family dwelling except those lots facing onto Falke Court shall be permitted to construct duplex residential homes and/or zero lot homes as permitted by Municipal regulations, not to exceed two and one-half stories in height and a private garage or carport for not more than three cars, with the exception that requests for the construction of structures such as, but not limited to, greenhouses will be submitted to the Architectural Control Committee on an individual basis.

B-2 Architectural Control:

No dwelling shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan to save the trees showing the location of the structure and trees, 4" in diameter as measured 3' from ground level and over, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer any street than the minimum building setback line unless similarly approved. Approval shall be provided in Part C.

B-3 Dwelling Cost, Quality and Size:

No dwelling shall be permitted on any lot at a cost of less than \$50,000, exclusive of the cost of the lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

B-4 Building Location

No building shall be located outside of the building set back lines as shown on the recorded plat. For the purpose of these covenants, eaves, steps, fireplace, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot or dedicated easement, or violate the minimum distance between buildings as required by Municipal code.

B-5 Lot Area and Width

No lot or block shall be resubdivided into nor shall any dwelling be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line or an area of less than 7,000 square feet on Lots 1-18, Block 1 and Lots 1-19, Block 2 in this subdivision, except as may be permitted by zero lot line Municipal ordinance, and approved by the Architectural Committee. It is intended that Phase II and III may provide for townhouses, zero lot line construction, condominium development and/or Planned Unit Development and will be covered by separate covenants.

B-6 Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown and dedicated on the plat #79-111 of Ravensbruch Subdivision. The 25' scenic easement shown on the plat at the rear of Lots 7-18, Block 1 and Lots 17-19, Block 2 shall be maintained by the lot owner. No brush, trees, or ground cover shall be removed from the easement. The purpose is to insure that it remains a natural buffer.

B-7 Nuisances

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

B-8 Temporary Structures

No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently. Developer and builders may erect temporary storage or office structures during construction.

B-9 Signs

No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or larger signs used by a builder, the developer or real estate agency to advertise the property during the construction and sales period.

B-10 Livestock and Poultry

No animals, sled dogs, livestock, or poultry of any kind shall be raised, or bred. Other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. No vicious dog, as defined by the ordinances of the Municipality of Anchorage, shall be kept on any lot.

B-11 Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage, or other waste shall be kept in sanitary containers except upon lots where the dwelling unit is under construction and is in control of the builder. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

B-12 Water Supply and Sewage Disposal

Water supply and sewage disposal are provided by public utilities.

B-13 Sight Distance at Intersection

No fence, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 10 feet from the intersection of the street lines. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence over three feet in height, that does not conform to existing Municipality regulations, shall be erected in front of any house. The design must be approved and submitted to the Architectural Committee before construction.

B-14 Petroleum Provisions

No oil or natural gas drilling, or mining operations within 500 foot buffer measured vertically, of any kind shall be permitted upon or in any lot.

B-15 Open Areas

The areas designated OPEN AREAS RESERVE of Plat 79-111 shall be for the use of owners of lots in Ravensbruch Subdivision, Plat 79-111, and each lot holder shall have 1/37 undivided interest in such Open Area Reserve. Such green areas shall be kept in their natural state, unless by vote of majority of property owners, shall decide on a plan of use. Each lot owner shall bear their proportionate share of any taxes that may be placed upon the Open Area Reserve, unless by vote of the majority of property owners, shall dedicate such area to the Municipality for park purposes.

PART C ARCHITECTURAL CONTROL COMMITTEE**C-1 Membership**

The Architectural Control Committee is composed of the following members:

- | | | |
|---|--|--|
| 1. William J. Schlegel
724 E. 15th Ave.
Anchorage, AK | 2. Shari Osweiler
724 E. 15th Ave.
Anchorage, AK | 3. Helen Butcher
4741 Denali
Anchorage, AK |
|---|--|--|

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. No members shall be entitled to any compensation for services performed pursuant to these covenants. At any time, the owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or withdraw from the Committee or restore to it its power and duties.

C-2 Procedure

The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART D. GENERAL PROVISIONS

D-1 Term

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 15 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. The purchase of any lot in this subdivision shall constitute an agreement on the part of such purchaser to be bound by these protective covenants in their entirety and to abide by the same.

D-2 Enforcement

Enforcement shall be by proceedings at law and/or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

D-3 Severability

If any provision of these covenants, or the application thereof to any person or circumstance is held invalid by judgement or court order, the remainder of these covenants and their application to other persons or to other circumstances shall not be affected thereby and shall remain in full force and effect.

ATTEST:

Know all men by these presents that we, the undersigned, in witness thereof, have hereunto set our hands and seals this 21th day of April, 1980.

SOLO DEVELOPMENT LTD., INC.
Owner of Lots 2, 3, 4, Block 1

William J. Schlegel

William J. Schlegel, President

RAVENSBRUCH INC.

Helen A. Butcher

Helen A. Butcher, Secretary

STATE OF ALASKA }
THIRD DISTRICT } ss

BEFORE ME APPEARED Helen A. Butcher, known to me to be Secretary of Ravensbruch, Inc. and William J. Schlegel known to me to be President of Solo Development Ltd., Inc. both Alaskan corporations and they acknowledge to me that they are authorized by their Board of Directors to sign and seal same for their respective corporations for the uses and purpose there in stated. Dated this 21th day of April, 1980.

George A. [Signature]

Notary Public for Alaska. My commission expires July 1, 1982

80-015319
20-

[Handwritten initials]

APR 23 11 02 AM '80
RAVENSBRUCH, INC.
724 E. 15th
CITY 99501

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

RAVENSBROUCH TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

This Amendment to the Declaration of Covenants, Conditions and Restrictions of Ravensbruch Townhomes Homeowners Association, Inc. is made this 27 day of March, 1985 by Solo, Inc., an Alaska corporation, William J. Schlegel, Gene E. Nuetzel and Lorna L. Sweet, Robert J. and Saundra M. Hayes, Stacy C. and Liza Ann Ferraglio, William J. Schlegel, Christopher P. and Carolyn J. Nugent, William F. and Grace M. Stephens., George L. and Fe V. Bearn and Edward R. and Mary J. Berube and Edward R. Berube, Jr.

STA WJF 4401

W I T N E S S E T H:

WHEREAS, Ravensbruch Townhomes was created by the Declaration of Covenants, Conditions and Restrictions made on April 11, 1983 by Solo, Inc. and recorded in Book 877, pages 0973-0999, records of the Anchorage Recording District, Third Judicial District, State of Alaska; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions was amended on July 8, 1983 by Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 925, Pages 0340-344, records of the Anchorage Recording District, Third Judicial District, State of Alaska (hereafter the "First Amendment"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions was further amended on July 8, 1983 by Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Book 925, Pages 0987-0991, records of the Anchorage Recording District, Third Judicial District, State of Alaska (hereafter the "Second Amendment"); and

WHEREAS, the parties desire to further amend said Declaration of Covenants, Conditions and Restrictions and the First Amendment and Second Amendment;

NOW, THEREFORE, in consideration of the terms, covenants and agreements contained herein, the parties agree as follows:

Pursuant to Article XV of the Declaration of Covenants, Conditions and Restrictions of Ravensbruch Townhomes as recorded on the 15th day of April, 1983 in Book 877, Pages 973-999, records of the Anchorage Recording District, Third Judicial District, State of Alaska and the Amendment to Declaration of Covenants, Conditions and Restrictions as recorded on the 11th day of July, 1983 in Book 925, Pages 340-344, records of the Anchorage Recording District, Third Judicial District, State of Alaska, and the Amendment to Declaration of Covenants, Conditions and Restrictions are recorded on the 13th day of July, 1983 in Book 925, pages 987-991, are hereby amended as follows:

Declarant hereby deletes in all respects the property described in Exhibit "B" of the Declaration of Covenants, Conditions and Restrictions of Ravensbruch Townhomes recorded in Book 877, Page 973, paragraph 2 of the First Amendment recorded in Book 925, page 340, and paragraph 2 of the Second Amendment recorded in Book 926 at page 987. The purpose of this amendment shall be set forth in paragraph 2 below.

Exhibit "A" of the original Declaration is amended in total to read as follows:

Exhibit "A"

Tract G and Lots One (1), Two (2), Three (2) Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Ravensbruch Subdivision Addition Number One according to the official plat thereof filed under Plat No. 82-105 and re-recorded under Plat No. 82-243, records of the Anchorage Recording District Third Judicial District, State of Alaska.

Exhibit "B" is deleted in its entirety.

This Third Amendment shall therefore eliminate from the Ravensbruch Townhomes and its amendments the following-described property: Lots 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, and Tracts E and F Ravensbruch Subdivision Addition No. 1 according to the official plat thereof filed under Plat No. 82-105 and re-recorded under Plat No. 82-243 in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

In all respects this Third Amendment may be executed in counterparts by each owner, all executed counterparts to be encompassed and incorporated as one original.

All other terms and conditions of the original Declaration of Covenants, Conditions and Restrictions of Ravensbruch Townhomes, the First Amendment and Second Amendment are hereby incorporated in this amendment as though fully set forth herein.

RAVENSBRUCH TOWNHOMES
HOMEOWNERS ASSOCIATION, INC.

By William T. Bishop
Its: President

By Carol Ann D. August
Its: Secretary

Approved by the following owners:

<u>Name</u>	<u>Lot(s) Owned</u>
<u>see attached sheet</u> Gene E. Nuetzel	Lot 1
<u>see attached sheet</u> Lorna L. Sweet	
<u>Robert J. Hayes</u> Robert J. Hayes	Lot 2
<u>Saundra M. Hayes</u> Saundra M. Hayes	
SOLO, INC., an Alaska Corporation	Lots 3, 8, 11, 12
By <u>Charles R. Maloney</u> Its <u>Vice President</u>	
<u>see attached sheet</u> Stacy M. Perraglio	Lot 4
<u>see attached sheet</u> Liza Ann Perraglio	
<u>William J. Schlegel</u> William J. Schlegel	Lots 5 and 6
<u>Christopher P. Nugent</u> Christopher P. Nugent	

Approved by the following owners:

Name

Lot(s) Owned

Gene E. Nuetzel
Gene E. Nuetzel

Lot 1

Lorna L. Sweet
Lorna L. Sweet

Robert J. Hayes
Robert J. Hayes

Lot 2

Saundra M. Hayes
Saundra M. Hayes

SOLO, INC., an Alaska Corporation

Lots 3, 8, 11, 12

By Stacy M. Ferraglio
Its _____

Stacy M. Ferraglio
Stacy M. Ferraglio

Lot 4

Liza Ann Ferraglio
Liza Ann Ferraglio

Lots 5 and 6

William J. Schlegel
William J. Schlegel

Christopher P. Nugent
Christopher P. Nugent

Lot 7

Carolyn J. Nugent
Carolyn J. Nugent

see attached sheet
William F. Stephens

Lot 9

see attached sheet
Grace M. Stephens

George L. Bearn
George L. Bearn

Lot 10

Fe V. Bearn
Fe V. Bearn

see attached sheet
Edward R. Berube

see attached sheet
Mary J. Berube

Lot 13

see attached sheet
Edward R. Berube, Jr.

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

) ss.

THIS IS TO CERTIFY that on this 29 day of July, 1985 before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came William F. Stephens and Carolyn J. Nugent to me known to be the President and Secretary of Ravenstruch Townhomes Homeowners

Lot 7

Carolyn J. Nugent
Carolyn J. Nugent

William F. Stephens
William F. Stephens

Lot 9

Grace M. Stephens
Grace M. Stephens

George L. Bearn
George L. Bearn

Lot 10

Fe V. Bearn
Fe V. Bearn

Edward R. Berube
Edward R. Berube

Mary J. Berube
Mary J. Berube

Lot 13

Edward R. Berube, Jr.
Edward R. Berube, Jr.

STATE OF ALASKA)

THIRD JUDICIAL DISTRICT)

) ss.

THIS IS TO CERTIFY that on this ___ day of _____ 1985 before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came _____ and _____ to me known to be the President and Secretary of Ravensbruch Townhomes Homeowners

BOOK 1442

PAGE 0553

Lot 7

Carolyn J. Nugent

William F. Stephens
William F. Stephens

Lot 9

Grace M. Stephens
Grace M. Stephens

George L. Bearn

Lot 10

Fe V. Bearn

Edward R. Berube

Lot 13

Mary J. Berube

Edward R. Berube, Jr.

STATE OF ALASKA

THIRD JUDICIAL DISTRICT


) ss.

THIS IS TO CERTIFY that on this ___ day of _____ 1985
before me the undersigned Notary Public in and for the State of
Alaska, duly commissioned and sworn as such, personally
came _____ and _____ to me known to be the
President and Secretary of Ravensbrugh Townhomes Homeowners

Association, Inc. and to be the persons described in and who executed the foregoing freely and voluntarily and for the purposes therein mentioned and being authorized to do so.

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

Cheryl R. Mallonee
Notary Public in and for Alaska
My commission expires 5-18-85

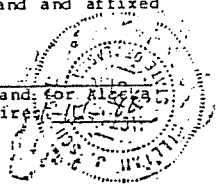


STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on this 29 day of May 1985 before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came Cheryl R. Mallonee to me known to be the Vice President of Solo, Inc. and to be the person described in and who executed the foregoing freely and voluntarily and for the purposes therein mentioned and being authorized to do so.

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

William L. Sweet
Notary Public in and for Alaska
My commission expires 10-15-85

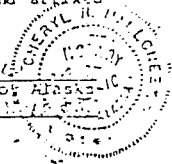


STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on this 17 day of May 1986 before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came Gene E. Nuetzel and Lorna L. Sweet to me known to be the persons described in and who executed the foregoing as their free and voluntary act and deed and for the purposes therein mentioned.

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

Cheryl R. Mallonee
Notary Public in and for Alaska
My commission expires 5-18-85

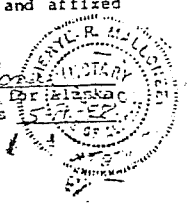


STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 19 day of Sept 1985 before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came Robert J. Hayes and Sandra M. Hayes to me known to be the persons described in and who executed the foregoing as their free and voluntary act and deed and for the purposes therein mentioned.

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

Charles R. Malcom
Notary Public in and for Alaska
My commission expires 5-7-87

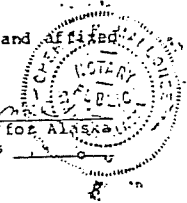


STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 17 day of May 1986 before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came Stacy M. Perraglio and Liza Ann Perraglio to me known to be the persons described in and who executed the foregoing as their free and voluntary act and deed and for the purposes therein mentioned.

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

Charles R. Malcom
Notary Public in and for Alaska
My commission expires 5-7-87



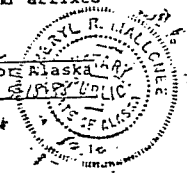
STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 22 day of May 1985 before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came William J. Schlegel to me known to be the person described in and

who executed the foregoing as his free and voluntary act and deed and for the purposes therein mentioned.

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

Cheryl R. Mallonee
Notary Public in and for Alaska
My commission expires 5/18/85

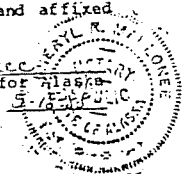


STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 29 day of May 1985 before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came Christopher P. Nugent and Carolyn J. Nugent to me known to be the persons described in and who executed the foregoing as their free and voluntary act and deed and for the purposes therein mentioned.

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

Cheryl R. Mallonee
Notary Public in and for Alaska
My commission expires 5-18-85

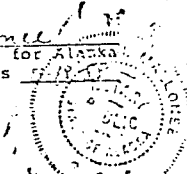


STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 29 day of May 1985 before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came William F. Stephens and Grace M. Stephens to me known to be the person described in and who executed the foregoing as his free and voluntary act and deed and for the purposes therein mentioned.

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

Cheryl R. Mallonee
Notary Public in and for Alaska
My commission expires 5-18-85



BOOK 1442

PAGE 0557

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on this 29 day of May 1985 before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came George L. Bearn and Fe V. Bearn to me known to be the persons described in and who executed the foregoing as their free and voluntary act and deed and for the purposes therein mentioned.

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

Cheryl R. Mallonee
Notary Public in and for Alaska
My commission expires 12/31/85

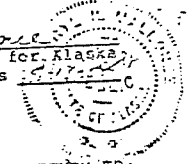


STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on this 17 day of June 1985 before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came Edward R. Berube, Mary J. Berube and Edward R. Berube, Jr. to me known to be the persons described in and who executed the foregoing as their free and voluntary act and deed and for the purposes therein mentioned.

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

Cheryl R. Mallonee
Notary Public in and for Alaska
My commission expires 12/31/85



86-040955
66-cc

RECORDED - FILED
ANCHORAGE REC.
DISTRICT

JUN 23 1985

REQUESTED BY
ADDRESS SAFFCO

AFTER RECORDING, RETURN TO:

Solo, Inc.
724 - East 15th
Anchorage, Alaska 99501

ATTN: Cheryl Mallonee

23868
5777

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

RAVENSBRUCH TOWNHOMES

This Amendment to the Declaration of Covenants, Conditions and Restrictions of Ravensbruch Townhomes is made and entered into this 8th day of July, 1983, by SOLO INC., an Alaskan Corporation, and ARNOLD L. ROBINSON, MARGARET ANN ROBINSON, GARY LYNN ROBINSON, KAY ROBINSON, WILLIAM F. STEPHENS, GRACE M. STEPHENS, EDWARD R. BERUBE, MARY J. BERUBE, and EDWARD R. BERUBE JR., Declarants.

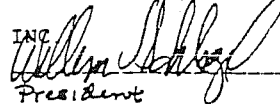
The Declaration of Covenants, Conditions and Restrictions of Ravensbruch Townhomes was recorded on the 15th day of April, 1983, in Book 877 at Pages 0973 through 0999, Records of the Anchorage Recording District, Third Judicial District, State of Alaska. Pursuant to Article XV of the Declaration of Covenants, Conditions and Restrictions of Ravensbruch Townhomes, this document shall amend said Declaration as follows:

1. The above-named Declarant hereby declares the addition and incorporation of the property described below (pursuant to the provisions of Article XV of the Declaration of Covenants, Conditions, and Restrictions of Ravensbruch Townhomes) to Ravensbruch Townhomes, and subjects the same to the original Declaration of Covenants, Conditions and Restrictions of Ravensbruch Townhomes referenced hereinabove.

2. Exhibit A of the original Declaration of Covenants, Conditions and Restrictions of Ravensbruch Townhomes is amended in total to read as follows:

Tract G and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), and Tracts E and F, RAVENSBRUCH SUBDIVISION ADDITION NO. ONE, according to the official plat thereof, filed under Plat Number 82-105, and rerecorded under Plat No. 82-243, Records of the Anchorage Recording District, State of Alaska.

DATED this 8th day of July, 1983, at Anchorage, Alaska.

SOLO INC.
By: 
Its: President

William F. Stephens
WILLIAM F. STEPHENS

Grace M. Stephens
GRACE M. STEPHENS

Edward R. Berube
EDWARD R. BERUBE

Mary J. Berube
MARY J. BERUBE

Edward R. Berube Jr.
EDWARD R. BERUBE JR.

Arnold L. Robinson
Arnold L. Robinson

Margaret Ann Robinson
Margaret Ann Robinson

Gary/Lynn Robinson
Gary/Lynn Robinson

Kay Robinson
Kay Robinson

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT)

) ss.

THIS IS TO CERTIFY that on this 8 day of July, 1983, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared William J. Schlegel, to me known to be the President of SOLO, INC., and acknowledged that he signed the same freely and voluntarily for the uses and purposes of said corporation and being authorized to do so.

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

Carl E. [Signature]
Notary Public in and for Alaska.
My commission expires: 12-10-84

STATE OF ALASKA)
THIRD DISTRICT)

) ss.

THIS IS TO CERTIFY that on the 8 day of July, 1983, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared ARNOLD L. ROBINSON, to me known to be the person who executed the foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

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

Jean A. [Signature]
Notary Public in and for Alaska.
My commission expires: July 22, 1986

STATE OF ALASKA)
) ss.
THIRD DISTRICT)

THIS IS TO CERTIFY that on the 8 day of July, 1983, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared MARGARET ANN ROBINSON, to me known to be the person who executed the foregoing instrument and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned.

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

Sharon A. Lovvick
Notary Public in and for Alaska.
My commission expires: July 23, 1986

STATE OF ALASKA)
) ss.
THIRD DISTRICT)

THIS IS TO CERTIFY that on the 8 day of July, 1983, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared GARY LYNN ROBINSON, to me known to be the person who executed the foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

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

Sharon A. Lovvick
Notary Public in and for Alaska.
My commission expires: July 23, 1986

STATE OF ALASKA)
) ss.
THIRD DISTRICT)

THIS IS TO CERTIFY that on the 8 day of July, 1983, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared KAY ROBINSON, to me known to be the person who executed the foregoing instrument and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned.

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

Sharon A. Lovvick
Notary Public in and for Alaska.
My commission expires: July 23, 1986

STATE OF ALASKA)
THIRD DISTRICT) ss.

THIS IS TO CERTIFY that on the 5 day of JULY, 1983, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared GRACE M. STEPHENS, to me known to be the person who executed the foregoing instrument and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned.

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

Jan A. Kavelle
Notary Public in and for Alaska.
My commission expires: *July 22, 1986*

STATE OF ALASKA)
THIRD DISTRICT) ss.

THIS IS TO CERTIFY that on the 5 day of JULY, 1983, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared WILLIAM F. STEPHENS to me known to be the person who executed the foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

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

Jan A. Kavelle
Notary Public in and for Alaska.
My commission expires: *July 22, 1986*

STATE OF ALASKA)
THIRD DISTRICT) ss.

THIS IS TO CERTIFY that on the 8 day of JULY, 1983, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared MARY J. BERUBE, to me known to be the person who executed the foregoing instrument and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned.

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

Jan A. Kavelle
Notary Public in and for Alaska.
My commission expires: *July 22, 1986*

STATE OF ALASKA)
)
THIRD DISTRICT) ss.

THIS IS TO CERTIFY that on the 6 day of JULY, 1983, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared EDWARD R. BERUBE, to me known to be the person who executed the foregoing instrument and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned.

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

Shau A. Berube
Notary Public in and for Alaska.
My commission expires: July 22 1986

STATE OF ALASKA)
)
THIRD DISTRICT) ss.

THIS IS TO CERTIFY that on the 7 day of JULY, 1983, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared EDWARD R. BERUBE JR., to me known to be the person who executed the foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

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

Shau A. Berube
Notary Public in and for Alaska.
My commission expires: July 22 1986

83-051291
25-
JUL 13 8 52 AM '83
REQUESTED BY SAFECO
ADDRESS _____

75B
Cindy Freitag
NOTARY PUBLIC
STATE OF ALASKA

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

RAVENSBRUCH TOWNHOMES

This Amendment to the Declaration of Covenants, Conditions and Restrictions of Ravensbruch Townhomes is made and entered into this 8th day of July, 1983, by SOLO INC., an Alaskan Corporation, and ARNOLD L. ROBINSON, MARGARET ANN ROBINSON, GARY LYNN ROBINSON, KAY ROBINSON, WILLIAM F. STEPHENS, GRACE M. STEPHENS, EDWARD R. BERUBE, MARY J. BERUBE, and EDWARD R. BERUBE JR., Declarants.

The Declaration of Covenants, Conditions and Restrictions of Ravensbruch Townhomes was recorded on the 15th day of April, 1983, in Book 877 at Pages 0973 through 0999, Records of the Anchorage Recording District, Third Judicial District, State of Alaska. Pursuant to Article XV of the Declaration of Covenants, Conditions and Restrictions of Ravensbruch Townhomes, this document shall amend said Declaration as follows:

1. Exhibit A of the original Declaration of Covenants, Conditions and Restrictions of Ravensbruch Townhomes is amended in total to read as follows:

Tract G and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), RAVENSBRUCH SUBDIVISION ADDITION NO. ONE, according to the official plat thereof, recorded under Plat No. 82-105 and then rerecorded under Plat No. 82-243, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

2. Exhibit B of the original Declaration of Covenants, Conditions, and Restrictions of Ravensbruch Townhomes is amended in total to read as follows:

Tract E and Tract F and Lots 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27, according to the official plat thereof, recorded under Plat No. 82-105 and rerecorded under Plat No. 82-243, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

3. Exhibit C of the original Declaration of Covenants, Conditions and Restrictions of Ravensbruch Townhomes is amended in total to read as follows:

Tract G and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, RAVENSBRUCH SUBDIVISION ADDITION NO. 1, according to the official plat thereof, filed under Plat Number 82-105, and rerecorded under Plat No. 82-243, Records of the Anchorage Recording District, State of Alaska.

DATED this 8th day of July, 1983, at Anchorage, Alaska,

SOLO INC.

By:

William Schlegel
Its:

William F. Stephens
WILLIAM F. STEPHENS

Arnold L. Robinson
Arnold L. Robinson

Grace M. Stephens
GRACE M. STEPHENS

Margaret Ann Robinson
Margaret Ann Robinson

Edward R. Berube
EDWARD R. BERUBE

Gary Lynn Robinson
Gary Lynn Robinson

Mary J. Berube
MARY J. BERUBE

Kay Robinson
Kay Robinson

Edward R. Berube, Jr.
EDWARD R. BERUBE, JR.
STATE OF ALASKA

THIRD JUDICIAL DISTRICT

)
) ss.
)

THIS IS TO CERTIFY that on this 8 day of July, 1983, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared William J. Schlegel, to me known to be the President of SOLO, INC., and acknowledged that he signed the same freely and voluntarily for the uses and purposes of said corporation and being authorized to do so.

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

James R. Ferguson
Notary Public in and for Alaska.
My commission expires: July 11, 1986

STATE OF ALASKA

)
) ss.
)

THIRD DISTRICT

THIS IS TO CERTIFY that on the 8 day of July, 1983, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared ARNOLD L. ROBINSON, to me known to be the person who executed the foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

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

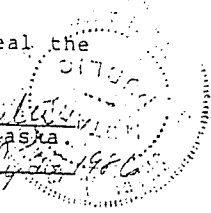
Shawn A. Oswald
Notary Public in and for Alaska.
My commission expires: July 23, 1986

STATE OF ALASKA)
) ss.
THIRD DISTRICT)

THIS IS TO CERTIFY that on the 7 day of July, 1983, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared MARGARET ANN ROBINSON, to me known to be the person who executed the foregoing instrument and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned.

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

Shari A. Owsen
Notary Public in and for Alaska.
My commission expires: July 20, 1986

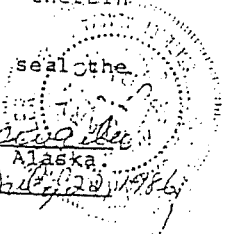


STATE OF ALASKA)
) ss.
THIRD DISTRICT)

THIS IS TO CERTIFY that on the 7 day of July 1983, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared GARY LYNN ROBINSON, to me known to be the person who executed the foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

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

Shari A. Owsen
Notary Public in and for Alaska.
My commission expires: July 20, 1986

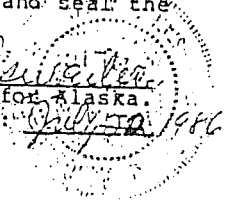


STATE OF ALASKA)
) ss.
THIRD DISTRICT)

THIS IS TO CERTIFY that on the 7 day of July, 1983, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared KAY ROBINSON, to me known to be the person who executed the foregoing instrument and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned.

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

Shari A. Owsen
Notary Public in and for Alaska.
My commission expires: July 20, 1986



STATE OF ALASKA)
) ss.
THIRD DISTRICT)

THIS IS TO CERTIFY that on the 8 day of JULY, 1983, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared GRACE M. STEPHENS, to me known to be the person who executed the foregoing instrument and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned.

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

Shari A. Crowder
Notary Public in and for Alaska.
My commission expires: July 22, 1986

STATE OF ALASKA)
) ss.
THIRD DISTRICT)

THIS IS TO CERTIFY that on the 8 day of JULY, 1983, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared WILLIAM F. STEPHENS to me known to be the person who executed the foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

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

Shari A. Crowder
Notary Public in and for Alaska.
My commission expires: July 22, 1986

STATE OF ALASKA)
) ss.
THIRD DISTRICT)

STATE OF ALASKA)
) ss.
THIRD DISTRICT)

THIS IS TO CERTIFY that on the 8 day of JULY, 1983, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared MARY J. BERUBE, to me known to be the person who executed the foregoing instrument and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned.

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

Shari A. Crowder
Notary Public in and for Alaska.
My commission expires: July 22, 1986

BOOK

498

PAGE 0604

S.F.
COPY

79-111
AMENDMENT OF THE PROTECTIVE COVENANTS FOR RAVENSBRUCH SUBDIVISION
recorded at Page 1771, Book 498, Anchorage Recording District

On this 20th day of May, 1930, the undersigned owners hereby amend the covenants of Ravensbruch Subdivision by deleting Paragraph B-1 of Part 3, Residential Area Covenants and recording now Paragraph B-1, Part 3, Land Use and Building Type, for the purpose of clarifying our intent.

B-1. Land Use and Building Type.

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, one family dwelling, except those lots facing onto Falke Court. No dwelling shall be permitted to exceed two and one-half stories in height and a private garage for not more than three cars, with the exception that requests for the construction of structures such as, but not limited to, green-houses will be submitted to the Architectural Control Committee on an individual basis. Lots 7 through 13, Block 2, Falke Court shall be permitted to construct duplex residential homes and/or zero lot homes as permitted by municipal regulations.

We, the undersigned, have hereunto set our hands and seals this 20th day of May, 1930.



WILLIAM J. SCHLENS, INC.
William J. Schlens
By its President
Owner Lot 3, 4, Block 1
and Lot 3, Block 2

RAVENSBRUCH, INC.
Helen A. Butcher
By its Secretary
Owner Lot 1, 5 thru 10, Block 1
and Lots 1, 2, 4 thru 10, Block 2

LILLA M. TAYLOR
Lilla M. Taylor
Owner, Lot 2, Block 1

STATE OF ALASKA }
THIRD DISTRICT } ss.

Before me, appeared Lilla M. Taylor, who acknowledged to me that she signed and sealed the above freely and voluntarily for the uses and purposes therein mentioned, this 20th day of May, 1930.

Denise A. Withers
Notary Public in and for Alaska.
My commission expires: 7-10-22

STATE OF ALASKA }
THIRD DISTRICT } ss.

Before me, appeared Helen A. Butcher, known to me to be Secretary of Ravensbruch, Inc. and William J. Schlens known to me to be President of Solo Development Ltd., Inc., both Alaskan corporations, and they acknowledged to me that they are authorized by their Board of Directors to sign and seal same for their respective corporations for the uses and purposes therein stated. Dated this 20th day of May, 1930.

Denise A. Withers
Notary Public in and for Alaska.
My commission expires: 7-10-22

80-223 R J
8

RECORDED
ANCHORAGE REC.
DISTRICT

MAY 29 2 45 PM '30

RAVENSBRUCH, INC.
724 E. 15th
CITY 99501

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

RAVENSBRUCH TOWNHOMES

THIS DECLARATION, made this 11 day of April, 1983, by SOLO INC., an Alaska corporation, its successors and assigns, herein-after referred to as "Declarant" and "Solo Inc.", and ARNOLD L. ROBINSON and MARGARET ANN ROBINSON, and GARY LYNN ROBINSON and KAY ROBINSON;

R E C I T A L S

A. Solo Inc. is the fee owner of the real property described in Exhibit "A" to this Declaration. This Declaration is being imposed by Declarant upon the covered property.

B. Declarant has deemed it desirable to establish covenants, conditions and restrictions upon the covered property and each and every lot and portion thereof, which will constitute a general scheme for the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness thereof.

C. It is desirable for the efficient preservation of the value, desirability and attractiveness of the covered property to create a corporation to which should be delegated and assigned the powers of maintaining and administering the common area and administering and enforcing these covenants and restrictions and collecting and disbursing funds pursuant to the assessment and charges created and referred to.

D. Ravensbruch Townhomes Homeowners Association, Inc., a nonprofit corporation, has been and will be incorporated under the laws of the State of Alaska for the purpose of exercising the powers and functions aforesaid.

E. Declarant will hereafter hold and convey title to all of the covered property subject to certain protective covenants, conditions and restrictions hereafter set forth.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of its interests as the same may from time to time appear in the covered property shall be held and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of said interests in the covered property, and the owners of said interests, their successors and assigns. These covenants, conditions, restrictions and easements shall run with said interests and shall be binding upon all parties having or acquiring any right or title in said interests or any part thereof, and shall inure to the benefit of each owner thereof and are imposed upon said interests and every part thereof as a servitude in favor of each and every of said interests as the dominant tenement or tenements.

ARTICLE I.
DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and are defined as follows:

Section 1. "Architectural Committee" and "Architectural Appeal Committee", shall mean and refer to the committees provided for in the Article hereof entitled "Architectural Control".

Section 2. "Articles" and "Bylaws" shall mean and refer to the Articles of Incorporation and Bylaws of the Association as the same may from time to time be duly amended.

Section 3. "Association" shall mean and refer to Ravensbruch Townhomes Homeowners Association, Inc., a nonprofit corporation, incorporated under the laws of the State of Alaska, its successors and assigns.

Section 4. "Common Area" shall mean all real property, if any, and the improvements thereon, owned in common by the lot owners for the common use and enjoyment of the members of the Association, which upon the date of the first conveyance of a lot subject hereto shall be that certain property described in Exhibit "A" as Tract G.

Section 5. "Common Expenses" shall mean and refer to the actual and estimated costs of: maintenance, management, operation, repair and replacement of the common area, including unpaid special, reconstruction and capital improvements assessments, costs of management and administration of the Association, including but not limited to compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of utilities, trash pick-up and disposal, gardening and other services benefiting the common area; the costs of fire, casualty, liability, workmen's compensation and other insurance covering the common area; reasonable reserves as appropriate; the costs of bonding of the members of the management body; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the common area or portions thereof; costs incurred by the Architectural Committee; and the costs of any other item or items designated by, or in accordance with the other expenses incurred by the Association for any reason whatsoever in connection with the common area, this Declaration, the Articles of Incorporation or the Bylaws, or in furtherance of the purposes of the Association or in the discharge of any obligations imposed on the Association by this Declaration.

Section 6. "Covered Property" or "Project" shall mean and refer to all the real property known as and particularly described on Exhibit "A" hereto.

Section 7. "Exhibit" shall mean and refer to those documents so designated herein and attached hereto and each of such Exhibits is by this reference incorporated in this Declaration.

Section 8. "Lot" shall mean the lots shown on Exhibit A, excluding the tracts identified as common area. Lots conveyed to a purchaser shall be a Class A member lot; lots retained by Declarant shall be a Class B member lot.

Section 9. "Member" shall mean and refer to every person or entity who is a member in the Association pursuant to this Declaration. "Member" shall also mean and refer to Declarant so long as Declarant is an "Owner" as hereinafter defined.

Section 10. "Owner" shall mean and refer to one or more persons or entities who are alone or collectively the record owner of a fee simple title to a lot, including Declarant, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Common Facilities" shall mean all personal property owned by the Association for the common use and enjoyment of the members.

Section 12. "Dwelling" shall mean the residential dwelling unit together with garages and other structures on the same lot.

Section 13. "Board" shall mean the Board of Directors of the Association.

Section 14. "Association Rules" shall mean rules adopted by the Association pursuant to the Articles hereof entitled "Duties and Powers of the Association".

Section 15. "Mortgage, Mortgagee, Mortgagor". Reference in this Declaration to a mortgage shall be deemed to include a deed of trust; reference to a mortgagee shall be deemed to include the beneficiary of a deed of trust; reference to a mortgagor shall be deemed to include the trustor of a deed of trust.

ARTICLE II. MEMBERSHIP

Section 1 - Membership. Every owner shall be a member of the Association. The terms and provisions set forth in this Declaration, which are binding upon all owners, are not exclusively, as owners shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the Bylaws of the Association to the extent the provisions thereof are not in conflict with this Declaration. In the event of conflict between the terms and provisions of the Declaration, Bylaws and Articles of Incorporation, the terms of the Declaration shall prevail. The foregoing is not intended to

include persons or entities who hold an interest merely as security for the performance of an obligation. Membership of owners shall be appurtenant to and may not be separated from the fee ownership of any lot which is subject to assessment by the Association. Ownership of a lot shall be the sole qualification for membership. Not more than one membership shall exist based upon ownership of a single lot.

Section 2 - Transfers. The membership held by any owner shall not be transferred, pledged or alienated in any way, except upon the conveyance or encumbrance of such lot and then only to the purchaser or deed of trust holder of such lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event an owner shall fail or refuse to transfer the membership registered in its name to the purchaser of such lot, the Association shall have the right to record the transfer upon the books of the Association.

Section 3 - Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. Class A members shall be all owners with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. When more than one person owns a portion of the interest required for membership, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. The Class B member shall be Declarant or its transferees. The Class B member shall be entitled to three (3) votes for each lot in which it holds the interest required for membership; provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- A. When the total votes outstanding in the Class A membership equal seventy-five percent (75%) of the lots; or
- B. December 31, 1984.

All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles and Bylaws of the Association.

ARTICLE III.
COVENANT AND MAINTENANCE ASSESSMENTS

Section 1 - Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each lot owned by it, hereby

covenants and agrees to pay, and each owner of any lot by acceptance of a deed or other conveyance, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the assessments of the Association, as set forth in the Bylaws of the Association. The assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the owner of such lot at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Estimated expenses shall include, but not be limited to, the cost of maintenance and operation of the common area, expense of management, insurance premiums for insurance coverage as deemed desirable or necessary by the Board, legal and accounting fees, road maintenance, snow removal and water service.

The Association shall establish an adequate reserve fund for maintenance, repairs, and replacement of those elements of the common property that must be replaced on a periodic basis, if any which funds shall be paid to the Association if necessary together with the normal dues or charges paid in regular installments.

ARTICLE IV. ARCHITECTURAL CONTROL

Section 1 - Approval and Conformity of Plans. No building, fence, wall or other structure shall be commenced, erected or maintained upon the covered property, nor shall any exterior addition to or change or alteration in any such structure, including without limitation, patio covers and antennas or the color of any such structure be made:

A. Until there has been approved by the Architectural Committee described below, plans and specifications showing the nature, kind, shape, height, materials, exterior color and surface, and location of such structure. Before granting such approval, the Architectural Committee shall have in its reasonable judgment determined that the plans and specifications conform to such architectural standards, if any, as may from time to time be adopted by the Board ("Architectural Standards"), and provide for a structure which is in harmony as to external design and location with surrounding structures and topography; and

B. Which are not constructed in accordance with such approved plans and specifications.

Such plans and specifications are not approved for engineering design, and by approving such plans and specifications neither the Architectural Committee, the members thereof,

the Association nor Declarant assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. It shall require upon completion of construction a certificate from a licensed architect or other person acceptable to the Committee that in its judgment the plans and specifications are substantially in conformance with the architectural standards. In the event the Architectural Committee fails to approve or disapprove such plans and specifications within sixty (60) days after the same have been submitted to it, and provided that there is submitted to the Architectural Committee the certificate of a licensed architect stating that in his judgment the plans and specifications submitted are substantially in conformance with the architectural standards, such plans and specifications will be deemed approved.

Section 2 - Landscaping Approval. The Declarant shall be responsible for initial installation of landscaping pursuant to plans and specifications approved by the Municipality of Anchorage. There shall be no reduction in the type or quantity of landscaping without the prior written approval of Architectural Committee, which shall be charged with preservation of the esthetic beauty which each lot is intended to enjoy. Approval of plans by the Architectural Committee shall be withheld if in the reasonable opinion of the committee the esthetic beauty of any lot would be unduly marred by the location of such tree, bush, shrub or plant, or if the use, enjoyment or esthetic value of any lot would be impaired in any other manner. Further, approval of plans shall be withheld if in the reasonable opinion of the Architectural Committee they do not provide for an adequate amount of landscaping relative to the requirements of the lots for which they are submitted. The Architectural Committee may from time to time adopt rules and regulations ("Landscaping Standards") which permit the planting and emplacement of certain species of trees, bushes, shrubs or plants in particular locations without the prior approval of the Architectural Committee.

Section 3 - Appointment of Architectural Committee. The Declarant shall initially appoint the Architectural Committee and it shall consist of not less than three (3) members. The Declarant shall retain the right to appoint, augment or replace members of the Architectural Committee until three (3) years after the date of the recording of this Declaration or when seven (7) lots have been conveyed by Declarant, whichever shall first occur, provided that Declarant may, at its sole option, transfer this right to the Board of Directors of the Association by written notice thereof prior to the end of such period. Three (3) years after the date of the recording of this Declaration, or when seven (7) lots have been conveyed by the Declarant, the right to appoint, augment or replace members of the Architectural Committee shall automatically be transferred to the Board of Directors of the Association, but the Directors choice of Architectural Committee members shall be restricted to members of the Association.

Section 4 - Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained herein, after the expiration of one (1) year from the date of issuance of a building permit by municipal or other governmental authority for any improvement, the improvement shall be deemed to be in compliance with all provisions of this Article, unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 5 - Appeal. Decisions of the Architectural Committee shall be appealable to the Board of Directors. Appeals may be taken to the Board by written notice to the Board not more than thirty (30) days following the final decision of the Architectural Committee, and within thirty (30) days following the receipt of such notice of appeal, the Board shall render a decision with respect to such appeal. The failure of the Board to render a decision within said thirty (30) day period shall be deemed a decision in favor of the appellant. The Board may, by rule duly adopted, establish an Architectural Appeal Committee to whom appeals from decisions of the Architectural Committee may be taken, and provide that decisions of the Architectural Appeal Committee shall be final or that decisions of the Architectural Appeal Committee shall be appealable to the Board. In any event, the Board may establish reasonable rules regarding the procedures for considering appeals and may from time to time amend such rules regulating such procedures or such rules establishing an Architectural Appeal Committee.

Section 6 - General Provisions.

(A) The Architectural Committee may establish reasonable rules, subject to adoption by the Board, in connection with its review of plans and specifications, including, without limitation, the number of sets to be submitted, and the payment of a fee. Unless such rules are complied with, such plans and specifications shall be deemed not submitted.

(B) The address of the committee is 724 East 15th Avenue, Anchorage, Alaska, or such other place as may from time to time be designated by the Architectural Committee. Such address shall be the place for the submittal of plans and specifications and the place where the current architectural standards and landscaping standards, if any, shall be kept.

Section 7 - Non-Applicability to Declarant. The provisions of this Article shall not apply to lots owned by Declarant on the covered property and their successors in interest.

ARTICLE V.
DUTIES AND POWERS OF THE ASSOCIATION

Section 1 - General Duties and Powers. In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(A) Enforce the provisions of this Declaration by appropriate means, including without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions. The promulgation of the Association rules as provided in the Bylaws which shall include the establishment of a system of fines or penalties enforceable as special assessment also as provided for in the Bylaws.

(B) Maintain and otherwise manage all of the common area and all facilities, improvements and landscaping thereon, and all other property acquired by the Association.

(C) Obtain, for the benefit of all of the common area, all services.

(D) Maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purpose of and protecting the interest of the Association and its members.

(E) Employ a manager or other persons, if necessary, and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association. Any management agreement for the project or any other contract providing for services by the developer, sponsor, or builder will be terminable by the Association without cause on payment of a termination fee on ninety (90) days or less written notice thereof, and the term of any such agreement may not exceed three (3) years, renewable by agreement of the parties for successive one-year periods.

(F) Establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.

(G) Maintain the water lines and sewer lines from the main sewer line in the public right of way to the individual buildings.

(H) Maintain the landscaping of the common areas and the mowing of lawns on the owners' lots.

(I) Provide exterior maintenance upon each lot which is subject to assessment hereunder if individual lot owners fail to paint, repair, replace and care for roofs, gutters, downspouts, fences, exterior building surfaces, foundation, sidewalk and other exterior improvements.

Section 2 - Association Rules. The Association shall also have the power to adopt, amend and repeal such rules and regulations as it deems reasonable (The Association Rules). The

Association rules shall cover such matters in furtherance of the purposes of the Association, including, without limitation, the use of the common area and common facilities; provided, however, that the Association rules may not discriminate among owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each owner. Upon such mailing or delivery, said Association rules shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of any conflict between any such Association rules and any other provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

ARTICLE VI.
OWNER'S MAINTENANCE AND INSTALLATION OBLIGATIONS

Section 1 - Maintenance and Installation. Every owner shall:

(A) Maintain his dwelling, party walls, patios, and fences of his dwelling in good condition and repair; and

(B) Maintain in attractive and viable condition landscaping on the lot.

Section 2 - Standards for Maintenance and Installation.

(A) Maintenance of the exterior of the dwellings, walls, and roofs shall be accomplished in accordance with the architectural standards and, if required by this declaration, only after approval of the Architectural Committee.

Section 3 - Right of Association to Maintain and Install. In the event any owner fails to maintain his dwelling, party walls, and maintain landscaping on this lot, the Association may cause such maintenance and installation to be accomplished as hereinafter set forth.

(A) Upon a finding of the Board of a deficiency in such maintenance or installation, the Board shall give a Notice of Deficiency to the responsible owner which shall briefly describe the deficiency and set a date for hearing before the Board or a committee selected by the Board for such purpose.

(B) Such hearing shall be held, if called, not less than ten (10) nor more than thirty (30) days from the date of the notice.

(C) Such hearing shall be conducted according to such reasonable rules and procedures as the Board shall adopt and

which shall provide the owner with the right to present oral and written evidence and to confront and cross-examine adverse witnesses. A decision by such committee, if appointed, may be appealed to the Board, but a decision of the Board shall be final.

(D) If such committee by majority vote determines that a deficiency continues to exist and such decision is not appealed to the Board or if the Board determines that a deficiency continues to exist, the Board may cause such maintenance or installation to be accomplished.

(E) If the Board elects to cause such maintenance or installation to be accomplished, the Board shall give the owner ten (10) days following notice to the owner of such election by the Board within which to select a day or days upon which such maintenance or installation shall be accomplished. If within said ten (10) day period the owner has not so selected such day or days, the Board may select such day or days upon which such maintenance or installation shall be accomplished. Unless the owner and the Board otherwise agree, such maintenance or installation shall take place only during daylight hours of any day, Monday through Friday, excluding holidays.

(F) If the Association pays for all or any portion of such maintenance or installation, such amount shall be a special assessment as set forth in the Bylaws to the affected owner and lot.

(G) If such owner does not select a day or days upon which such maintenance or installation is to be accomplished or otherwise agree in writing that entry onto such lot may be had by the Association or its delegates for such purpose, the Association may seek appropriate judicial relief and the costs thereof together with reasonable attorneys' fees shall be borne by such owner and be likewise a special assessment.

ARTICLE VII.
DESTRUCTION OF IMPROVEMENTS

In the event of partial or total destruction of improvements upon the common area or common area facilities (water and sewer service), it shall be the duty of the Association to restore and repair the same to its former condition as promptly as practical. The proceeds of any insurance maintained pursuant hereto shall be used for such purpose, subject to the prior rights of beneficiaries of deeds of trust whose interest may be protected by said policies. The Association shall maintain fire and extended coverage insurance on insurable PUD common property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs). Unless at least seventy-five (75%) of the first mortgagees of the individual units in the PUD have given their prior written approval, the Association shall not be

entitled to change the above requirements to maintain fire and extended coverage as stated above or to use the hazard insurance proceeds for losses to any PUD common property for other than the repair, replacement or reconstruction of such common property. Such decision shall also require the approval of the majority of the voting interest in the Association.

ARTICLE VIII.
EMINENT DOMAIN

The term "taking" as used in this Article shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened taking of all or any portion of the common area, the members hereby appoint the Board of Directors of the Association and such persons as the Board may delegate to represent all of the members in connection with the taking. The Board of Directors shall act in its sole discretion with respect to any awards being made in connection with the taking subject to the prior written approval of seventy-five percent (75%) of the first mortgagees of the individual units in the PUD and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Association. In the event of a taking of less than all of the common area, the rules as to restoration and replacement of the common area and the improvements thereon shall apply as in the case of destruction of improvements upon the common area. In the event of a total taking, the Board of Directors of the Association may in its sole discretion and subject to the rights of the first mortgagees retain any award in the general funds of the Association or distribute pro rata all or a portion thereof to the members.

ARTICLE IX.
RESTRICTIONS

Section 1 - Residences. Lots shall be used exclusively for residential purposes as Townhomes in four-plex, five-plex and six-plex units.

Section 2 - Parking and Vehicular Restrictions. No vehicle which shall be in an inoperative condition shall be parked or left on the property subject to this Declaration other than the driveway of each lot. The garages shall be used for parking vehicles only and shall not be converted into living, recreational or business purposes. There shall be no exposed storage deposited, accumulated or preserved anywhere on the properties. In accordance with the development of the planned unit development for Ravensbruch PUD, the Ravensbruch Townhomes will be allocated three recreational vehicle parking sites for Phase I and Phase II if added.

Section 3 - Nuisances. No noxious or offensive activities shall be carried on the lots, nor anything be done thereupon

which may be or may become an annoyance to the other lot owners. No owner shall permit or cause anything to be done or kept upon the properties which will increase the rate of insurance thereon or which will obstruct or interfere with the rights of other owners, nor will he commit or permit any nuisance on the premises, or commit or cause any immoral or illegal act to be committed thereon. Each owner shall comply with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to the occupancy and use of a residence.

Section 4 - No Signs. No signs, posters, displays or other advertising devices of any character shall be erected or maintained on, or shown or displayed from, the residences without prior written approval having been obtained from the Board of Directors of the Association; provided, however, that the restrictions of this paragraph shall not apply to any sign or notice of customary and reasonable dimension which states that the premises are for rent or sale. Address, identification signs and mail boxes may be maintained by the owners. The Board of Directors may summarily cause all authorized signs to be removed and destroyed. This section shall not apply to any signs used by Declarant or its agents in connection with the original construction and sale of the units.

Section 5 - Pet Regulations. No animals, livestock, or poultry shall be kept on any lot except that domestic dogs, cats, fish and birds in inside bird cages may be kept as household pets provided that they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall be deemed to limit the total number of all pets such as dogs, cats and birds to two (2) pets per unit. The Association shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Directors of the Association, a nuisance to any other owner. Dogs and cats belonging to owners, occupants or their licensees or invitees within the property must be either kept within an enclosure, or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Board of Directors of the Association. Furthermore, any owner shall be absolutely liable to each and all remaining owners, their families, guests and invitees, for any damage to person or property caused by any pets brought or kept upon the property by an owner or by members of his family, guests, licensees or invitees.

Section 6 - Business or Commercial Activity. No business or commercial activity shall be maintained or conducted on any lot except that Declarant or a person designated by the Association as the agent of the Association for purposes of managing the property may maintain management offices and facilities on a lot or in a temporary structure constructed on the project. Provided, however, that professional and administrative

occupations may be carried on within residences on lots so long as there exists no external evidence thereof.

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

Section 8 - Rubbish Removal. Trash, garbage, or other waste shall be disposed of only by depositing same, wrapped in a secure package, into trash containers. No portion of the property shall be used for the storage of building materials, refuse or any other materials other than in connection with approved construction. There shall be no exterior fires whatsoever except barbeque fires contained within receptacles therefor.

ARTICLE X.
RIGHTS IN THE COMMON AREA

Section 1 - Members' Rights of Enjoyment. Every member and the family and guests of a member shall have a right of enjoyment in and to the common areas, and such right shall be appurtenant to and shall pass with the fee to every lot, subject to the following provisions:

(A) The right of the Association to limit the number of guests to members and to limit the use of the common area by persons not in possession of a lot, but owning a portion of the interest in a lot required for membership.

(B) The right of the Association to establish reasonable rules and regulations pertaining to the use of the common area and the recreational facilities thereof.

(C) The right of the Association to suspend the voting rights and/or the right to use the recreational facilities, if any, by a member for any period during which any assessment against his lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the rules and regulations of the Association, provided that any suspension of such right to use the recreational facilities, except for failure to pay assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the Bylaws of the Association.

(D) Anything to the contrary herein notwithstanding the use of all common areas shall be in addition governed by the PUD requirements as set forth in the Ravensbruch PUD with the Municipality of Anchorage. In that regard each member of the association and each owner recognizes that any family members and

guests of members of the PUD which shall include other associations shall have the non-exclusive right to use the greenbelt common areas, and to utilize the walking paths and pathways of the project as constructed.

(E) Each member recognizes that the Municipality of Anchorage pursuant to covenants as placed on the real property may construct a bike path on greenbelt area on the eastern edge of the project within the right of way recorded on Plat Number 82-105.

Section 2 - Delegation of Use. Any member may delegate, in accordance with the Bylaws, his right of enjoyment to the common area and facilities to the members of his family or his tenants who reside on his lot.

Section 3 - Waiver of Use. No member may exempt himself from personal liability for assessments duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the common area and the facilities thereof, or the abandonment of his lot.

ARTICLE XI.
EASEMENTS

Section 1 - Reservation for Utilities. Easements over the covered property for the installation and maintenance of electric, telephone, water, gas, sanitary sewer lines and drainage facilities are hereby reserved by Declarant, its successors and assigns, together with the right to grant and transfer the same until all lots have become Class A lots. Each lot owner is granted a non-exclusive easement for use of ingress and egress across the foot paths as constructed on Tracts A-2A, A-2B, G, A-1A and A-1B and Tract F of Ravensbruch Subdivision No. 2, a re-subdivision of Tracts A and B of Ravensbruch Subdivision, located within the Northeast one-quarter (NE 1/4), Section 14, Township 13 North, Range 3 West, Seward Meridian, Anchorage, Alaska, of the Anchorage Recording District, Third Judicial District, State of Alaska.

Section 2 - Owners' Right to Ingress and Egress. Each owner shall have the right to ingress and egress any area necessary for access to his lot, and shall have the right to horizontal support by means of party walls or otherwise of his lot and such rights shall be appurtenant to and pass with the title to each lot.

Section 3 - Easement for Use of Common Area. Each lot owner has a nonexclusive easement for and may use the common areas and facilities in accordance for which they were intended without hindering or encroaching upon the lawful right of the owner of other lots. All conveyances hereafter made, whether by the Declarant, or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to the provisions hereof and of the Bylaws of the Association, even though no

specific reference to such easements appears in any such conveyance.

Section 4 - Easement for Repair. The Association, its agents, employees and contractors, shall have the right to enter each lot in case of any emergency originating in or threatening such lot, or other lots, and to effect maintenance and repairs which an owner is required to make but fails to make, and to maintain all improvements on the project, all regardless of any present or future encroachments upon another lot.

As used in this paragraph the term "lot" shall include any and all buildings thereon and the term "emergency" shall specifically include any and all servicing or repair to plumbing whether or not such servicing or repair is of direct benefit to the lot or building so entered.

Section 5 - Easement for Encroachment. In the event that any portion of one lot encroaches upon another lot, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the project, a valid easement for the encroachment or the maintenance of same shall exist so long as the encroachment exists.

ARTICLE XII.
RIGHTS OF MORTGAGE

Section 1 - Subordination of the Assessment Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 2 - Default. A breach of any of the provisions, covenants, restrictions or limitations hereof, or the recordation of any lien or assessment hereunder, or the pursuit of any remedy hereunder, shall not defeat or render invalid the lien of any mortgage made by a lot owner. All of the provisions herein shall be binding upon and effective against any owner whose title to said property is hereafter acquired through foreclosure or trustee's sale.

Section 3 - Condemnation. If any lot or portion thereof or the common area and facilities or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding

or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage of a lot will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any document establishing the project will entitle the owner of a lot or any other party to priority over such institutional holder of any first mortgage with respect to the distribution to such lot of the proceeds of any award or settlement.

Section 4 - No First Right of Refusal. The right of a lot owner to sell, transfer or otherwise convey the owner's lot will not be subject to any right of first refusal or any similar restriction in favor of the Association.

Section 5 - Notice to Mortgagees. The first mortgagee shall be entitled to written notification of any default by the lot owner in the performance of the lot owner's obligations under this Declaration or the Articles of Incorporation and Bylaws of the Association, which default is not cured within sixty (60) days, and of any damages to a lot covered by a first mortgage exceeding \$1,000 and no disposition thereof shall disturb mortgagee's first lien priority.

Section 6 - Prior Approval. Notwithstanding anything in this Declaration or the Bylaws of the Association to the contrary, prior written approval of the holders of the first mortgage or deed of trust covering all or any portion of the project shall be a condition precedent to the effectiveness of any of the following actions:

A. A change in the pro rata interest or obligations of any lot owner for purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds of condemnation awards.

B. Any abandonment, partition, subdivision, sale or transfer of all or any portion of the common property owned, directly or indirectly, by the Association for the benefit of the units.

C. Any change or abandonment of any scheme of regulations, or enforcement thereof, pertaining to the architectural design or exterior appearance or exterior maintenance of the dwellings on the lots, the maintenance of the common property, party, walks or common fences and driveways, or the upkeep of lawns and plantings.

D. Any alienation, release, transfer, hypothecation, or encumbrance of the common areas and facilities, except the Declarant's and Association's right to grant easements for utilities and similar or related purposes.

Section 7 - Right to Information. Any institutional holder of a first mortgage on a lot in the project will, upon request,

be entitled to:

A. Inspect the books and records of the Association project during normal business hours; and

B. Receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the project; and

C. Receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

Section 8 - Right to Pay Delinquent Taxes and Insurance. First mortgagees of PUD units may, jointly or singly pay taxes or other charges which are in default and which may have become a charge against any PUD common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the PUD Homeowners Association. This right to reimbursement shall be reflected in an agreement between the Homeowners Association and all first mortgagees, and an original or certified copy of such agreement will be possessed by the beneficiary of each first mortgage and the Declarant.

ARTICLE XIII.
PARTY WALLS

Section 1 - General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2 - Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3 - Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 4 - Right to Contribution Runs With Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

ARTICLE XIV.
GENERAL PROVISIONS

Section 1 - Enforcement. The Association, or any owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any member to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 - Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3 - Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the covered property and shall inure to the benefit of and be enforceable by the Association or one member, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then members has been recorded, agreeing to change said covenants, conditions and restrictions in whole or in part.

Section 4 - Construction. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the development of a residential community or tract and for the maintenance of the covered property and the common recreational facilities and common areas. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 5 - Amendments. This Declaration of covenants, conditions and restrictions may be amended only by the affirmative written assent or vote of not less than Ninety Percent (90%) of the owners during the twenty (20) year period following the recording of this Declaration, and thereafter, by the affirmative written assent or vote of not less than Seventy-five Percent (75%) of the owners. This Declaration may be amended by the Declarant to submit additional phases of the PUD as set forth in Article XV.

5a - FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

Section 6 - Singular Includes Plural. Whenever the context of this Declaration requires the same, the singular shall include the plural and the masculine shall include the feminine.

Section 7 - Attorney Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorney fees and costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorney fees and costs shall be a special assessment with respect to the lot involved in the action.

Section 8 - Notices. In each instance in which notice is to be given to an owner, the same shall be in writing and may be delivered personally, in which case personal delivery of such notice shall be to one or two or more co-owners, or such notice may be delivered by United States mail, certified or registered, postage prepaid, to the owner at the most recent address furnished by such owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such owner's lot, and any notice so deposited in the mail within Alaska shall be deemed delivered forty-eight (48) hours after such deposit.

Section 9 - Personal Covenant. To the extent the acceptance of a conveyance of a lot creates a personal covenant between the owner of such lot and Declarant or other owners, such personal covenant shall terminate and be of no further force or effect from and after the date when a person or entity ceases to be an owner except to the extent this Declaration may provide otherwise with respect to the payment of money to the Association.

Section 10 - Nonliability of Officials. To the fullest extent permitted by law, neither the Board, the Architectural Committee, any other committees of the Association or any member thereof shall not be liable to any member of the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval, or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence, or the like made in good faith within which such Board, committees or persons reasonably believed to be the scope of their duties.

Section 11 - Failure to Comply of Owner. The failure of any lot owner to comply with provisions of the Declaration and the Bylaws will give rise to a cause of action in the Association and any aggrieved owner for the recovery of damages, or for injunctive relief, or both.

Section 12 - Assessments and Taxes. Each lot shall be assessed and taxed individually.

Section 13 - Arbitration. Any dispute, controversy, or

claim arising out of, in connection with, or in relation to this Declaration, shall be submitted and determined by arbitration in accordance with the rules, then pertaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

ARTICLE XV.
AMENDMENTS TO ESTABLISH SUBSEQUENT PHASES

Notwithstanding any language to the contrary contained in this Declaration, Declarant shall have the right at its sole option, for a period of seven years from the date of execution of this Declaration to amend this Declaration pursuant to the terms of this paragraph.

1. Number of Phases. Declarant, or its successors or assigns, may amend this Declaration under the PUD ordinances of the Municipality of Anchorage by adding additional units and common areas on the property described in Exhibit "B".

Should such other phases be established, they shall be expressly subject to these declarations as well as the bylaws of the owners' association provided for herein as from time to time amended.

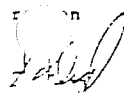
2. No Obligation to Construct Additional Phases. Declarant expects to establish other phases, but is not required to do so. If the land described above is not described as additional phases, then it may be used for any lawful purpose at the discretion of the Declarant, its successors or assigns. Access over and across the property described in Exhibit "A" and any other phase subsequently established is reserved to Declarant or Declarant's successors or assigns over the easement, pathways, roadways and utility lines specified or in any way established in and for such phases and the right to construct to each and all of them is also reserved. Such reservations are for the purpose either of completing and establishing subsequent phases or of completing a PUD phase or for the development of contiguous or other lands belonging to the Declarant, its successors or assigns for other purposes.

3. Amendment of this Declaration. In altering the project to create the additional units and common areas, the Declarant may, without the joinder or consent of any persons having an interest in the existing units, amend this Declaration to:


- (i) Create additional units and common areas.

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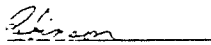
J. Schfegel



Robinson



Robinson



Robinson



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(ii) Decrease the common interest appurtenant to each units existing prior to the amendment so that after the amendment each units shall have appurtenant to it an interest in the common elements as calculated according to the formula set forth in sub-paragraph 7 below.

(iii) Add, withdraw, realign and grant utility easements over, under, across and upon the common areas, including but not limited to easements and/or rights-of-way for electric, gas or telephone services, water, sewer and storm pipe lines, refuse disposal, driveways, parking areas and roadways, provided that such easements or rights-of-way do not materially impair the use of any existing apartment or its appurtenant interest in the common areas, and/or rearrange or add additional parking spaces on the common areas as may be additional common elements appurtenant to units. The alteration shall not require the alteration or demolition of any existing unit. Existing buildings or improvements on the common areas shall not be demolished or diminished. Such amended Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. It is contemplated with the future buildings and improvements shall be of comparable style, quality and size of those established in this Declaration. Nevertheless, the Declarant reserves the right to change the style, quality and size of additional units, at Declarant's option.

4. Effective Amendments. The amendments and additions authorized under this paragraph shall be made effective by filing of record the amendment to this Declaration with respect to the project as expanded which shall extend the covenants and restrictions of this Declaration as so amended to the additional property and the Owners thereof. Such additional property shall be subject to the existing bylaws as time to time amended by the association.

5. Use by the Declarant. Until such time as all construction and all phases are complete and all units sold, Declarant shall have the right to use any common areas and facilities and any additional model units in the future phases for the purpose of showing and sales, and to display signs and advertisements as deemed required by Declarant.

6. Prohibition of Amendment Without Declarant's Permission. No amendment to this paragraph 12 shall affect the Rights of Declarant unless Declarant joins in the execution thereof.

7. Formula to Be Used for Voting in the Subsequent Phases are Established. In the event subsequent phases are established, the additional units shall each be entitled to one vote as provided herein.

BOOK 877

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

Shau A. Robinson
Notary Public in and for Alaska
My commission expires: July 22, 1986

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 11 day of April, 1983, before me, the undersigned Notary Public in and for the State of Alaska, personally appeared Arnold L. Robinson and Margaret Ann Robinson, and Gary Lynn Robinson and Kay Robinson, to me known to be the persons who executed the foregoing instrument and acknowledged said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11 day of April, 1983, at Anchorage, Alaska.

Shau A. Robinson
Notary Public in and for Alaska
My commission expires: July 22, 1986

EXHIBIT "A"

Tract G and Lots One (1), Two (2), Three (3) Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12) Thirteen (13), RAVENSBRUCH SUBDIVISION NUMBER TWO, a resubdivision of Tracts A and B of RAVENSBRUCH SUBDIVISION, located within the Northeast one-quarter (NE 1/4), Section 14, Township 13 North, Range 3 West, Seward Meridian, Anchorage, Alaska, located within the Anchorage Recording District, Third Judicial District, State of Alaska.

BOOK 877

PAGE 0997

EXHIBIT "B"

Tract E and Tract F and Lots 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27, and Tracts E and F, according to the official plat thereof, recorded under Plat No. 82-105, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

EXHIBIT "C"

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned person denominated "Buyers", for themselves, their successors, assigns or personal representatives, hereby grant to William J. Schlegel, the President of SOLO INC. of Anchorage, Alaska, the following Special Power of Attorney relating to the following described real property or portions thereof, which power is acknowledged to be coupled with an interest and is irrevocable:

Tract G and Lot One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), RAVENSBRUCH SUBDIVISION NUMBER TWO, according to the official plat thereof, filed under Plat Number 82-105, Records of the Anchorage Recording District, State of Alaska.

Authority Granted

In executing this power, the attorney-in-fact by these presents hereby appointed is authorized to amend the Declaration for Ravensbruch Townhomes to add additional phases and to file an amendment to the above referenced Declaration under the sole signature of the Declarant or such parties as it elects to have sign the same containing amendments to the Exhibits of the Declaration as referred to above. My attorney-in-fact is further empowered to make any changes in the Declaration as may be required by FNMA and/or AHFC.

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

IN WITNESS WHEREOF, we have hereunto signed our names this 11 day of April, 1983.

David L. D'Amico
William J. Schlegel
William J. Schlegel
William J. Schlegel

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 11 day of April, 1983, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came Arnold I. Robinson, Margaret Ann Robinson, and Kay Robinson, to me known to be the persons who executed the foregoing document and acknowledged that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

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

Skou A. [Signature]
Notary Public in and for Alaska
My Commission Expires July 22, 1986

83-025985
89/
RECORDS SECTION
THIRD JUDICIAL DISTRICT

APR 15 2 00 PM '83
REQUESTED BY JERRY OWENIER
ADDRESS 724 E. 15th
ANCH 99501
ATTN: GOLD,
INC.

INDENTURE OF PROTECTIVE COVENANTS

FOR

RAVENSBRUCH SUBDIVISION

PART A. PREAMBLE

On this 14th day of August, 1979 for the purpose of protecting the property shown as Ravensbruch Subdivision, Plat No. 79-111, situated in the SW 1/4, NE 1/4, Sec. 14, T 13N, R 3W, SM, State of Alaska.

The Owner does hereby restrict the use of the property to the following uses: the Residential Area Covenants in Part B in their entirety shall apply to Ravensbruch Subdivision, Plat No. 79-111. Lots 1 - 18, Block 1 and Lots 1 - 19, Block 2 Ravensbruch Subdivision.

To maintain the setting and asthetic values, no trees bigger than 4" when measured 3' from the ground shall be cut except that which is necessary and reasonable for clearing for dwellings or other buildings, or which is necessary and reasonable to remove hazardous & dangerous timber, or for clearing of access driveways on any lot.

PART B. RESIDENTIAL AREA COVENANTS

B-1 Land Use and Building Type:

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, two-family dwelling except those lots facing onto Falke Court shall be permitted to construct duplex residential homes and/or zero lot homes as permitted by Municipal regulations, not to exceed two and one-half stories in height and a private garage or carport for not more than three cars, with the exception that requests for the construction of structures such as, but not limited to, greenhouses will be submitted to the Architectural Control Committee on an individual basis.

B-2 Architectural Control:

No dwelling shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan to save the trees showing the location of the structure and trees, 4" in diameter as measured 3' from ground level and over, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer any street than the minimum building setback line unless similarly approved. Approval shall be provided in Part C.

B-3 Dwelling Cost, Quality and Size:

No dwelling shall be permitted on any lot at a cost of less than \$50,000, exclusive of the cost of the lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

B-4 Building Location

No building shall be located outside of the building set back lines as shown on the recorded plat. For the purpose of these covenants, eaves, steps, fireplace, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot or dedicated easement, or violate the minimum distance between buildings as required by Municipal code.

B-5 Lot Area and Width

No lot or block shall be resubdivided into nor shall any dwelling be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line or an area of less than 7,000 square feet on Lots 1-18, Block 1 and Lots 1-19, Block 2 in this subdivision, except as may be permitted by zero lot line Municipal Ordinance, and approved by the Architectural Committee. It is intended that Phase II and III may provide for townhouses, zero lot line construction, condominium development and/or Planned Unit Development and will be covered by separate covenants.

B-6 Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown and dedicated on the plat #79-111 of Ravensbruch Subdivision. The 25' scenic easement shown on the plat at the rear of Lots 7-18, Block 1 and Lots 17-19, Block 2 shall be maintained by the lot owner. No brush, trees, or ground cover shall be removed from the easement. The purpose is to insure that it remains a natural buffer.

B-7 Nuisances

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

B-8 Temporary Structures

No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently. Developer and builders may erect temporary storage or office structures during construction.

B-9 Signs

No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or larger signs used by a builder, the developer or real estate agency to advertise the property during the construction and sales period.

B-10 Livestock and Poultry

No animals, sled dogs, livestock, or poultry of any kind shall be raised, or bred. Other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. No vicious dog, as defined by the ordinances of the Municipality of Anchorage, shall be kept on any lot.

B-11 Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage, or other waste shall be kept in sanitary containers except upon lots where the dwelling unit is under construction and is in control of the builder. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

B-12 Water Supply and Sewage Disposal

Water supply and sewage disposal are provided by public utilities.

B-13 Sight Distance at Intersection

No fence, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 10 feet from the intersection of the street lines. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fence over three feet in height, that does not conform to existing Municipality regulations, shall be erected in front of any house. The design must be approved and submitted to the Architectural Committee before construction.

B-14 Petroleum Provisions

No oil or natural gas drilling, or mining operations within 500 foot buffer measured vertically, of any kind shall be permitted upon or in any lot.

B-15 Open Areas

The areas designated OPEN AREAS RESERVE of Plat 79-111 shall be for the use of owners of lots in Ravensbruch Subdivision, Plat 79-111, and each lot holder shall have 1/37 undivided interest in such Open Area Reserve. Such green areas shall be kept in their natural state, unless by vote of majority of property owners, shall decide on a plan of use. Each lot owner shall bear their proportionate share of any taxes that may be placed upon the Open Area Reserve, unless by vote of the majority of property owners, shall dedicate such area to the Municipality for park purposes.

PART C ARCHITECTURAL CONTROL COMMITTEE**C-1 Membership**

The Architectural Control Committee is composed of the following members:

- | | | |
|---|--|--|
| 1. William J. Schlegel
724 E. 15th Ave.
Anchorage, AK | 2. Shari Osweiler
724 E. 15th Ave.
Anchorage, AK | 3. Helen Butcher
4741 Denali
Anchorage, AK |
|---|--|--|

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. No members shall be entitled to any compensation for services performed pursuant to these covenants. At any time, the owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or withdraw from the Committee or restore to it its power and duties.

C-2 Procedure

The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART D. GENERAL PROVISIONS

D-1 Term

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 35 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. The purchase of any lot in this subdivision shall constitute an agreement on the part of such purchaser to be bound by these protective covenants in their entirety and to abide by the same.

D-2 Enforcement

Enforcement shall be by proceedings at law and/or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

D-3 Severability

If any provision of these covenants, or the application thereof to any person or circumstance is held invalid by judgement or court order, the remainder of these covenants and their application to other persons or to other circumstances shall not be affected thereby and shall remain in full force and effect.

ATTEST:

Know all men by these presents that we, the undersigned, in witness thereof, have hereunto set our hands and seals this 21th day of April, 1980.

SOLO DEVELOPMENT LTD., INC.
Owner of Lots 2, 3, 4, Block 1

William J. Schiegel
William J. Schiegel, President

RAVENSBRUCH INC.

Helen A. Butcher
Helen A. Butcher, Secretary

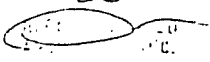
STATE OF ALASKA }
THIRD DISTRICT } ss

BEFORE ME APPEARED Helen A. Butcher, known to me to be Secretary of Ravensbruch, Inc. and William J. Schiegel known to me to be President of Solo Development Ltd., Inc. both Alaskan corporations and they acknowledge to me that they are authorized by their Board of Directors to sign and seal same for their respective corporations for the uses and purpose there in stated. Dated this 21th day of April, 1980.

Clayton A. Donald

Notary Public for Alaska. My commission expires *April 15, 1981*

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APR 23 11 02 AM '80
RAVENSBRUCH, INC.
224 E. 15th
CITY 99501