

OCT 7 1977

ARTICLES OF INCORPORATION
RECEIVED
OCT 14 1977
OF
EASTRIDGE TOWNHOMES OWNERS ASSOCIATION, INC.

DEPARTMENT OF COMMERCE
& ECONOMIC DEVELOPMENT

E-C ENTERPRISES
GAMEL HOMES

Pursuant to AS 10.20.151, the undersigned, all of whom are natural persons at least nineteen (19) years of age, hereby adopt the following Articles of Incorporation for the purpose of forming a corporation not for profit:

ARTICLE I

The name of the corporation is EASTRIDGE TOWNHOMES OWNERS ASSOCIATION, INC., hereafter called the "Association."

ARTICLE II

The address of the initial registered office of the Association is. 750 East Fireweed Lane, Suite 3, Anchorage, Alaska, 99503.

ARTICLE III

The name of the initial registered agent for the Association at the initial registered office is: WILLIAM GAMEL.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members. The specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the planned unit development project within that certain parcel of real property below described and any annexations or additions thereto as may hereafter be brought within the jurisdiction of this Association in accordance with that certain Declaration of Covenants, Conditions and Restrictions establishing such planned unit development, recorded or to be recorded in the Anchorage Recording District, Third Judicial District, State of Alaska, hereinafter called "Declarations," and to promote the health, safety and welfare of the residents and owners of lots within such property and any annexations or additions thereto and for all these purposes to have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Alaska may now or hereafter have or exercise, including without limitation all such powers, rights and privileges set forth in the Declaration and the Bylaws of this Association. No amendment of these Articles of Incorporation shall be necessary or required by or for the annexation or addition of other real property to the real property specifically described herein. The real property for the first phase of the planned unit

Third Judicial District, State of Alaska and more particularly described as follows:

Tract A-1, Tract A-4, Tract A-5, and Lots 1-21 inclusive, EASTRIDGE II, according to Plat 77-155,, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

A. Every person or entity who is a record owner of a fee or undivided fee interest in a lot which is subject to assessment by the Association in accordance with the Declaration and as it may be amended from time to time shall be, and is, a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of a lot shall be the sole qualification for membership.

B. The Association shall have two classes of voting membership, with voting rights as set forth in the above referred to Declaration and as the same may be duly amended from time to time.

ARTICLE VI

BOARD OF DIRECTORS

The number of directors constituting the initial Board of Directors shall be three but the number of directors may be changed by amendment to the Bylaws of the corporation. In no event shall there be less than three directors. The names and addresses of the initial Board of Directors are as follows:

<u>WILLIAM E. GAMEL</u>	<u>750 E. Fireweed, Suite 3</u> <u>Anchorage, Alaska, 99503</u>
<u>ANDREW H. EKER</u>	<u>750 E. Fireweed, Suite 3</u> <u>Anchorage, Alaska, 99503</u>
<u>H. ROBERT GAMEL</u>	<u>750 E. Fireweed, Suite 3</u> <u>Anchorage, Alaska, 99503</u>

ARTICLE VII

REGULATION OF INTERNAL AFFAIRS

The internal affairs of the Association will be governed by its Bylaws and by the Declaration. In the event of conflict between the two, the Declaration shall control.

BARGAIN AND SALE DEED

The Grantor, GAMEL HOMES, INC., an Alaska corporation, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America and other good and valuable consideration, in hand paid, bargains, sells, conveys, grants and releases to Grantee, EASTRIDGE TOWNHOMES OWNERS ASSOCIATION, INC., an Alaska non-profit corporation, and to the assigns and other successors in interest thereof, forever, that certain real estate situate in the Anchorage Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

Tracts A-1, A-4 and A-5 of EASTRIDGE II, as shown on Plat 77-155, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

TOGETHER WITH, ALL AND SINGULAR, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

SUBJECT TO existing easements, conditions, covenants, reservations and restrictions of record.

DATED the 28 day of November, 1977.

GAMEL HOMES, INC., Grantor

BY:

William E. Gamel
WILLIAM E. GAMEL, President

INDEX

ATTESTED BY:

B & P

Andrew H. Eker
Secretary

STATE OF ALASKA)

: ss.:

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 28TH day of November, 1977, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared WILLIAM E. GAMEL, known to me to be the President and Andrew H. Eker known to me to be the Secretary of GAMEL HOMES, INC., the corporation that executed the within instrument, and known to me to be the person(s) who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its board of directors.

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

ARTICLE VIII

DURATION

The corporation shall exist perpetually.

ARTICLE IX

AMENDMENTS

Amendment of these Articles shall require the written assent of sixty five percent (65%) of the entire membership of the Association.

ARTICLE X

The names and addresses of each incorporator of this corporation are as follows:

<u>WILLIAM E. GAMEL</u>	<u>750 E. Fireweed, Suite 3</u> <u>Anchorage, Alaska, 99503</u>
<u>ANDREW H. EKER</u>	<u>750 E. Fireweed, Suite 3</u> <u>Anchorage, Alaska, 99503</u>
<u>H. ROBERT GAMEL</u>	<u>750 E. Fireweed, Suite 3</u> <u>Anchorage, Alaska, 99503</u>

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Alaska, we, the undersigned, being the incorporators of this Owners Association, have executed these Articles of Incorporation in duplicate this 4 day of October, 1977.

William E. Gamel
WILLIAM E. GAMEL

Andrew H. Eker
ANDREW H. EKER

H. Robert Gamel
H. ROBERT GAMEL

STATE OF ALASKA)
: ss.:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 4 day of OCTOBER 1977, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared WILLIAM E. GAMEL, ANDREW H. EKER and H. ROBERT GAMEL, who, being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
EASTRIDGE TOWNHOMES
A PLANNED UNIT DEVELOPMENT
(PHASE ONE)

THIS DECLARATION, made on the date hereinafter set forth by GAMES HOMES INC., an Alaska Corporation, having a principal place of business at 750 East Fireweed Lane, Suite 3, Anchorage, Alaska, 99503, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the Anchorage Recording District, Third Judicial District, State of Alaska, which is more particularly described as:

Tract A-1, Tract A-4, Tract A-5, and Lots 1-21 inclusive, EASTRIDGE II, according to Plat 77-155, Records of the Anchorage Recording District, Third Judicial District, State of Alaska (hereinafter sometimes referred to as Phase One Property).

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, conveyed, developed or improved subject to the following easements, restrictions, covenants and conditions which shall run with such real property and be binding on any parties having any right, title or interest in such property, or any part thereof, and the heirs, successors and assigns thereof and shall inure to the benefit of, and be binding upon all of the foregoing.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to EASTRIDGE TOWNHOMES OWNERS ASSOCIATION, INC., an Alaska nonprofit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, excluding those having such interest merely as security for the performance of an obligation. "Owner" shall not include "Declarant" except as herein otherwise specified.

Section 3. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described as Phase One property and such additional property as may hereafter be brought within the jurisdiction of the Association by annexation by Declarant or the "Association" under Article 4 of this Declaration. Nothing herein contained shall obligate Declarant or others to make additions or annexations.

Section 4. "Common Area" shall mean all real property, including the improvements thereto, owned by the Association and each "Owner" shall have a nonexclusive easement for the use and enjoyment of such "Common Area" without further words of conveyance of same. The Common Area for each phase of this planned unit development shall be conveyed to the "Association" free and clear of all liens and encumbrances except easements and restrictions of record which will not interfere with its intended use and enjoyment within ten days following the conveyance of a lot in that particular phase to an owner. The Phase One Common Area to be owned by the Association is described as follows:

Tracts A-1, A-4 and A-5 of EASTRIDGE II, as shown on Plat 77-155, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Section 5. "Lots".

"Lot", with respect to an "Owner", shall mean and refer to a parcel of land that is part of the "Properties" which has been conveyed to an Owner. Such lots shall be deemed Class A member lots.

"Lot", with respect to Declarant, shall mean and refer to a lot that is part of the "Properties" not conveyed to an Owner, but excluding "Common Area." Those lots not conveyed to an Owner shall be deemed to be owned by the Declarant, and each shall be a Class B member lot.

"Lot", includes the improvements thereon. "Lot" does not refer to the Common Areas, nor does it refer to a parcel of land not part of the "Properties" as herein defined.

There are twenty one (21) lots in Phase One of this Planned Unit Development. The Phase One lots are Lots one through twenty one inclusive of Eastridge II, as shown on Plat 77-155, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Section 6. "Declarant" shall mean and refer to GAMEL HOMES INC., an Alaska Corporation, and the successors and assigns thereof, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. Mortgage Defined. Mortgage as used throughout this Declaration shall mean a real property security interest in one or more lots contained in the project and may be nominally a mortgage or a deed of trust. "Mortgagor," "mortgagee" and "holder" shall be deemed the equivalent of trustor, beneficiary and holder of the beneficial interest under a deed of trust, respectively. Where this Declaration requires affirmative actions towards or by "holders," "first mortgagees," etc., such terms shall be deemed to apply only to "institutional" holders of first mortgages (any bank, savings and loan association, corporation, mortgage company, insurance company, or federal or state agency.)

Section 8. "Future Phase or Phases Property" shall mean all of the real property shown and described on the above

referred to Plat 77-133, save and except the Phase One Property.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of use, benefit and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. the right of the Association to suspend the voting rights and right to use the common area by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations adopted in accordance with the Bylaws of the Association.

B. the right of the Association to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by those members entitled to cast seventy five percent (75%) of the votes of the entire Class A membership, and those members entitled to cast seventy five percent (75%) of the entire Class B membership, if any, agreeing to such dedication or transfer has been recorded, together with the written approval required under Article VI below.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on his lot. Such Owner shall notify the Secretary of the Association in writing of the name of such delegate, and the rights and privileges of such delegate are subject to suspension to the same extent as those of an "Owner". No such notice shall be necessary for members of an Owner's family residing on the property. Anything to the contrary herein or elsewhere notwithstanding, the entitlement to the use and enjoyment of the "common area" shall not be severable from any "Lot."

Section 3. Leases. Any lease agreement between the owner of a lot or the Declarant and lessee shall provide that the lease and the terms thereof shall be subject in all respects to this Declaration, the Articles of Incorporation for the "Association" and the Bylaws, and any failure by the Lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing. Other than the foregoing, there is no restriction on the leasing of a lot. As used herein, "Lease" shall include any agreement for the leasing or rental or use of a lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership

shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Transfer of a lot automatically transfers membership in the "Association" and all rights of the Transferor, with respect to the "Common Area" to which ownership of such lot relates.

Section 2. The Declarant shall be a member of the Association in accordance with Section 3 below.

Section 3. The Association shall have two classes of voting membership for Phase One:

Class A. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to two (2) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

A. Upon the closing of a sale (conveyance) of a Class B membership lot to an Owner (but only as to the particular lot); or

B. When the total votes outstanding in the Class membership equals the total votes outstanding in the Class membership.

C. December 31, 1978.

In the event of annexation by Declarant pursuant to Article X below, there shall be but one class of voting membership for lots in such annexed properties, namely Class A above, which for future phases specifically includes Declarant.

Section 4. Anything herein or elsewhere notwithstanding, control of the "Association" shall vest in the purchasers (owners) of Phase One lots within not more than 120 days after completion of transfer to purchasers of title to lots representing seventy percent (70%) of said Phase One lots or 165 days after conveyance of a lot to an owner, whichever shall earlier occur.

Section 5. The internal affairs of the "Association" shall be controlled by its "ByLaws" and as they may from time to time be amended. A copy of the Bylaws in effect at the time of recording of this Declaration is attached hereto as Exhibit "A" and incorporated by reference herein as if fully set forth.

ARTICLE IV

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, except as hereinbelow provided, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association a pro rata portion of the common expense of administration of the properties by the payment of annual and special assessments which the Association, acting through its Board of Directors, shall levy and collect in the manner set forth in the Bylaws of the Association or this Declaration or as reasonably implied from either. "Common expense" as used herein shall mean expenditures for or liabilities incurred by or on behalf of the Association, together with any amounts for the creation and maintenance of reserves within the scope of this Declaration or reasonably implied therefrom and in this regard the decision of the Board of Directors of the Association shall be determinative. Said common expenses shall be allocated and assessed against each lot and owner thereof according to the ratio of one divided by the total number of lots that are part of the properties at the time of the assessment (pro rata portion). The assessment(s) against any lot, with interest, costs and reasonable attorneys fees, shall be a continuing lien upon any such lot until paid. Each such assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the owner(s) of each lot at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title or interest to a lot unless expressly assumed by the same. The lien for such assessment(s) against a particular lot shall not, however, be affected by any sale or transfer of same, except that a sale or transfer pursuant to a first deed of trust or mortgage foreclosure by an "institutional holder" (including deed in lieu thereof) shall extinguish such lien for assessments which became due and payable prior to transfer pursuant to foreclosure but shall not relieve the purchaser or transferee from liability for, nor the lot so sold or transferred from the assessment lien for assessments becoming due after such transfer or sale. In the case of regular assessments determined annually and collected monthly, said purchaser or transferee and lot shall be obligated and responsible from and after the date of sale or transfer regardless of any attempted acceleration against the prior owner.

Such annual and special assessments shall be due and payable in monthly installments in advance and the provisions of this section shall apply to each such installment as well as the total annual or the particular special assessment. Where there is a delinquency in the payment of such installment for a period of thirty (30) days after a written notice of such delinquency has been mailed to the owner at the address appearing on the Association records, by registered or certified mail, return receipt requested, the Board of Directors of the Association may, at the sole option of the Board, declare the total assessment at once due and payable;

and shall be entitled to a lien for, and to collect the delinquent installments and an amount totalling twelve times the then monthly installments which shall be against future installments.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the properties by the improvement, repair and maintenance of the individual lots, the common area and the improvements on either, as provided for in this Declaration, including as examples and not by way of limitation, payment of insurance, taxes, utilities or other services billed to the Association or otherwise payable by it, administrative expenses, and for such other purposes as are in this Declaration or the Bylaws set forth, or reasonably implied therefrom.

Section 3. Regular (Annual) Assessments. Each year, on or before thirty (30) days after the annual meeting of the Association, the Board of Directors of the Association shall estimate the annual budget of common expenses (the "annual budget") including the total amount required for the cost of wages, taxes, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and such other expenses as the Board may deem proper, and shall on or before fifteen (15) days thereafter, notify each lot owner in writing as to the amount of such estimate with reasonable itemization thereof. Said annual budget shall be assessed to each lot and owner thereof according to the ratio such lot bears to the total number of lots located within the "properties," which said assessment shall be deemed a "Regular Assessment." The Regular Assessment against each lot and owner shall be due and payable one-twelfth (1/12) monthly, except as provided in Section 1. above. As collected, the funds shall be allocated and segregated into a Capital Improvement Reserve Trust Fund, sometimes hereinafter called "reserve fund" and a "working capital fund." The Capital Improvement Reserve Fund shall be used for the periodic maintenance, repair and replacement of the common areas and facilities and the periodic maintenance, repair and replacement to the improvements on the lots in accordance with Article IX below shall be maintained out of the regular assessments herein provided for, and shall be adequate for the purposes set forth. The "working capital fund" shall be used to cover the routine operating expenses of the properties. No Capital Improvement Reserve Trust Fund shall be established prior to the time the elected Board of Directors of the Association are to take office pursuant to 12. below, except upon written agreement of Declarant.

The "working capital fund" shall initially be established in an amount equal to at least a two month's estimated regular assessment charge for each lot. For this purpose a first purchaser of a lot from Declarant shall be required to deposit with the Association such amount or reimburse Declarant such amount where Declarant has initially made such deposit. No interest shall be due or payable to owners on account of such deposits or other accounts or reserves of the Association. Conveyance of a lot shall be deemed to transfer all right, title and interest to such reserves and deposits.

SEE
HIST.
AVILLE

The initial maximum annual assessment rate for the Phase One Properties is \$50.00 per lot plus a pro rata share of the actual utility charges billed to and paid by the Association, and a pro rata share of the real property taxes for the common area paid by the Association, which maximum annual assessment shall apply through December 31, 1977.

It is anticipated that the Anchorage Municipality will bill the Association directly for water service to each lot, and for real property taxes on the common area, and will bill each lot owner directly for sewer service to each lot.

In the event a utility elects to bill some of the individual owners directly for a particular service and bill the Association for the same service supplied to other owners, the annual assessment that would otherwise be due and payable by the individual owners paying directly to the utility shall be reduced by the amount that they are paying directly for such utility service.

The annual assessment may be reduced in the event Declarant elects to accept responsibility for all or part of the maintenance provided for in this Declaration for a period of time.

The Association will be initially responsible (as between the Association and the particular utility or lot owner) in the same manner as any customer for maintenance of utility service connections and extensions, and initial assumption of responsibility for sewer backups as a result of a malfunction along the sewer line connection or extension. The responsibility of the Association for such common service lines shall be up to the junction of the common lines with the lines providing individual household service to the individual residences. Maintenance and repair of the individual household service lines are the responsibility of each lot owner.

Should for any reason the Association cease to do business (which can only be with the consent of the Anchorage Municipality and 100% of the institutional holders of first mortgages on one or more lots), the individual lot owners will be billed and will pay their pro rata share of water and sewer charges for water and/or sewer service supplied through common lines to one or more lots. Similarly, in such case, the individual lot owners will be responsible for and pay their pro rata share of repair and maintenance expenses for repair and maintenance of water and sewer lines that the Association is to be responsible for as provided above.

A. From and after January 1, 1978, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership by an amount up to 7% of the maximum annual assessment for the preceding year.

B. From and after January 1, 1978, the maximum permissible annual assessment under A. above for a particular year may be increased by an amount greater than 7% of the maximum permissible annual assessment for the preceding year by a vote of the members for each succeeding period of one year from the effective date of such increase, provided that any such change shall have the assent of two-thirds (2/3)

Section 6. Effect of Nonpayment of Assessments:
Remedies of the Association. Any assessment (or installment thereof) not paid within fifteen (15) days after the due date shall bear interest from the due date at the maximum lawful rate of interest until paid. When there are lots financed under FHA/VA loans, the interest rate shall not exceed, however, the prevailing rate of interest on FHA insured mortgages. The due date shall be in accordance with Sections 1. and 5. above. The Association may, in addition to other sanctions available to it, bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property; and shall be entitled to collect the delinquent installments and an amount equal to twelve times the then monthly installment rate to apply against future monthly installments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or utilities or other services provided by or paid for by the Association, or abandonment of his lot. All assessments are due without demand.

Section 7. Subordination of the Lien to Mortgages.
 The assessment lien provided for herein shall nevertheless be and hereby is made subordinate to any first mortgage or deed of trust owned or held by an "institutional holder" on or against a lot if the mortgage or deed of trust is recorded prior to the date on which such lien in favor of the Association arose, and assessments, liens and charges against a lot in favor of the Anchorage Municipality. If a mortgagee of a recorded first mortgage or a trustee of a recorded first deed of trust or other purchaser of a lot obtains possession of same as a result of foreclosure of either, or by deed or assignment in lieu of foreclosure, the possessor, the successors and assigns thereof are not liable for the share of the common expenses or assessments chargeable to the lot which became due prior to such possession. This unpaid share of common expenses or assessments is a common expense collectable from all of the lot owners, including the possessor, his successors and assigns, pro rata, in accordance with the above ratio.

Section 8. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, but in no event shall such quorum be less than 30% of the members eligible to vote. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

OFFICES OF
 CHRISTIE
 & SAVILLE

BY THE CLERK
 JAMES M. HARRIS

ARTICLE V

ARCHITECTURAL CONTROL

Except as provided for in Article XI below, no building or structure shall be erected, altered, placed or permitted to remain on the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and/or specifications, showing the nature, kind, height, materials and location of same shall have been submitted to, and approved in writing by the the Board of Directors of the Association as to quality or workmanship and materials, harmony of exterior design with existing buildings and structures, and as to location with respect to topography and finished grade elevation. The Board may appoint an Architectural Committee for review and approval of such plans and specifications. The Architectural Committee shall be composed of three representatives appointed by the Board and all such members may be members of the Board. In the event said Board or its designated Committee fails to approve or disapprove such design, location, plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with.

The Board of Directors is expressly vested with the authority to select colors for exterior surfaces of improvements within the properties in accordance with the foregoing and shall establish reasonable criteria and procedures for selection and approval.

Anything hereinabove to the contrary notwithstanding, the Anchorage Municipality Planning and Zoning Commission shall have overall architectural control over this Municipality approved Planned Unit Development; and neither the Committee nor the Board shall make any decisions which are not in accord with the Ordinances of the Municipality and the rules and regulations of such commission.

ARTICLE VI

PROTECTION OF MORTGAGEES

Section 1. Prior Written Approval. Anything in this Declaration or the Bylaws of the Association provided for herein, or the Articles of Incorporation for the Association to the contrary notwithstanding, prior written approval of all institutional holders of first mortgages or deeds of trust covering any portion of the properties shall be a condition precedent to the effectiveness of any of the following actions:

A. Conveyance, alienation, release, transfer, abandonment, subdivision, hypothecation or other encumbrance of the common areas or any part thereof, except for the right of the Declarant and Association to grant easements for utilities and similar related purposes provided for in this Declaration.

B. Abandonment or termination of the Planned Unit Development by action or non-action.

C. Any material amendment to this Declaration, the Bylaws of the Association or the Articles of Incorporation of the Association.

D. The effectuation of any decision by the Association to terminate professional management and assume self-management of this Planned Unit Development, where such professional management has been required by a holder of a first mortgage or otherwise required by this Declaration or the Bylaws of the Association.

Section 2. Written Notice to Mortgagees. A holder or insurer (or designee) of a first mortgage on one or more lots, upon written request to the Association (such request to state the name and address of such holder or insurer or designee and a legal description of the lot or lots) and the filing of a true copy of the mortgage with the Association, will be entitled to timely written notice of:

A. Any default in a lot mortgagor's obligations under these Declarations, the Bylaws of the Owners Association or Articles of Incorporation thereof, not cured within thirty (30) days of the date of default and the mortgagee, at its option, may pay any delinquent expenses.

B. Any damage to the common areas and related facilities that exceeds \$2,000.00 and any damage to a lot covered by a first mortgage which damages exceeds \$1,000.00.

C. All meetings of the Association and such mortgagees may designate a representative to attend all such meetings.

D. Any condemnation proceedings or proposed acquisition by eminent domain affecting the properties.

Section 3. Information Available to Lien Holders. The holders of first mortgages on one or more lots shall have the right to examine the books and records of the Association and may, upon written request, require the submission of annual reports and other reasonably pertinent financial data to it and such holders shall determine what information is "reasonably pertinent;" provided, however, that any inspection of such books and records shall be during normal business hours. In any event, such holders of first mortgages shall be entitled to receive upon written request to the Association, an annual financial statement for the Association within 90 to 120 days following the end of any fiscal year of the Association.

Section 4. Priority on Damage or Destruction to Lot or Common Area. Anything herein or elsewhere to the contrary notwithstanding, no owner of a lot or other party will be entitled to any priority over a holder of a first mortgage on a lot with respect to any distribution of any insurance proceeds, as a result of or interpretation of this Declaration or the Articles of Incorporation or Bylaws of the Association.

LAW OFFICES OF
EAT, CHRISTIE,
FULD & SAVILLE

IN WITNESS WHEREOF, THE UNDERSIGNED
HAS HEREIN SIGNED AND SEALED
THIS 10TH DAY OF MAY, 1988

Section 5. Priority on Condemnation Proceeding. If any lot or portion thereof or the common area or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding, no provision of this Declaration nor of the Bylaws of the Association nor of the Articles of Incorporation of the Association shall be deemed to entitle the owner of a lot or any other party to priority over a holder of a first mortgage on a lot with respect to distribution of any award or settlement of such proceedings.

ARTICLE VII

RESIDENCE AND USE RESTRICTIONS

Section 1. Land Use. 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 single-family townhouses not exceeding three (3) stories in height.

Section 2. Single Family Residences. Lots shall be used exclusively for single family residential purposes. As used herein, "single family" shall mean one or more persons living as a single housekeeping unit, as distinguished from a group occupying a rooming house, club, fraternity house or hotel.

Section 3. Nuisances. No noxious or offensive activities (including, but not limited to, the repair of automobiles) shall be carried on upon the properties. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a residence and its contents, shall be placed or used in any such residence. No loud noises shall be permitted on the properties, and the Board of Directors of the Association shall have the right to determine if any noise or activity producing noise constitutes a nuisance. In this regard, all occupants of lots shall exercise extreme care to avoid making noise and to not use musical instruments, radios, television sets and amplifiers so as to disturb other occupants. 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. 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 and the Properties.

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 lots 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. The Board of Directors may summarily cause all unauthorized 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 lots. The type, size, and design of all signs to be used in conjunction with this Planned Unit Development, including temporary construction, real estate and "for sale" signs shall be approved by the Anchorage Municipality Planning Department prior to obtaining sign permits before erecting or posting said signs.

Section 5. Outside Installations. No fences or basketball standards or fixed sports apparatus shall be attached to any residence or placed on any lot without the prior written approval of the Architectural Control Committee which shall have full discretionary authority and may be arbitrary and capricious in its refusal to give prior written consent. No wiring for telephone or electrical purposes, nor television antennas, nor machines or air conditioning units, nor other equipment or appurtenances whatsoever shall be installed on the exterior of any residence (including, as example and not by way of limitation, protruding through walls, windows or roofs); nor on any lot without prior written approval of the Architectural Control Committee.

Section 6. 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 within the improvement on a lot provided 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 number of dogs, cats and birds to two (2) each. 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, an enclosed balcony, 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. Should any dog or cat belonging to an owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed by Declarant (or other occupant or owner within the properties), or a person designated by them so to do, to a pound under the jurisdiction of the local municipality in which the property is situated and subject to the laws and rules governing said pound, or to a comparable animal shelter. Furthermore, any owner shall be absolutely liable to each and all remaining owners, their families, guest and invitees, for any damage to person or property caused by any pet brought or kept upon the property by an owner or by members of his family, guests, licensees or invitees.

Section 7. 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 8. 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 properties; however, trailers or temporary structures for use incidental to the initial construction of the improvements on the property may be maintained thereon but shall be removed within a reasonable time upon completion of construction on the project.

Section 9. Rubbish Removal. Trash, garbage or other waste shall be disposed of only by depositing same, wrapped in a secure package, into designated trash containers. No owner shall permit or cause any trash or refuse to be disposed of on any portion of the property subject to this Declaration, except for such designated trash containers. In this regard, all garbage/trash cans shall be removed from the pick-up area by 6:30 P.M. on collection day and returned to their storage space. No garbage/trash cans shall be stored in such manner so as to be visible from a road or from the common area. 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 barbecue fires contained within receptacles therefor.

Section 10. Trees. No trees may be removed from any lot, except those lots or that area owned by Declarant. It is the intent of this provision that all owners shall do their utmost to maintain the trees and the natural surroundings of their respective lots.

Section 11. Prohibited Work. No owner may do any work which will jeopardize the soundness or safety of the property, reduce its value, or impair any easement or hereditament, without the unanimous written consent of all of the other owners being first obtained.

Section 12. Modifications or Additions to Common Areas. No structures, additions, buildings, fences or any other items shall be placed upon the spaces designated as common areas, without the consent of the Board of Directors of the Association or its duly appointed Architectural Control Committee, and any such consent shall be revocable at any time, with or without cause.

Section 13. Mail Boxes, Address and Identification Signs. The type and location of all mail boxes, address and other identification signs shall be only as originally installed by Declarant (or if not installed by the Declarant, as may be determined by the Board of Directors of the Association or its Architectural Control Committee), shall be generally uniform for all the lots, and shall be maintained by the Association at the expense of each owner.

Section 14. Windows and Facades. No garments, rugs or other objects shall be hung from the windows or facades of the improvements to the lots, nor dusted nor shaken nor beaten from or about or upon such windows or facades. Only customary curtains and/or shades and/or draperies visible from the exterior of the improvements to a lot shall be used. In this regard, and without limiting the foregoing, no newspapers, metal foil, sheets, blankets, etc. shall be used as window coverings.

Section 15. Vehicles, Trailers. No inoperable vehicle shall be kept on the Properties. Vehicles on the Properties shall be moved promptly after a snowfall so snow removal can take place. Vehicles and trailers owned or controlled or in the custody of occupants of the Properties shall be stored in the garage of an improvement to a lot and not on the Properties or in the street in front of a lot.

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FULD & SAVILLE

THEY ARE THE ONLY
ATTORNEYS FOR THE
PROPERTY

Section 16. House Rules. In order to assure the peaceful and orderly use and enjoyment of the Properties, the Association may from time to time at any meeting duly called for the purpose, adopt, modify and revoke in whole or in part by a simple majority vote such reasonable rules and regulations to be called House Rules, as it may deem necessary to govern the conduct of the persons on and appearance of the project in addition to all other provisions set forth in this Article. Such House Rules upon adoption and every amendment, modification and revocation thereof, shall be delivered promptly to and bind all owners.

ARTICLE VIII

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 of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE IX

EXTERIOR MAINTENANCE

In addition to maintenance upon the common area, the Association shall provide exterior maintenance upon each lot

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THE ASSOCIATION HAS BEEN
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RECORDS OF THE CITY OF
PORTLAND, OREGON

which is subject to assessment hereunder, as follows:
grounds maintenance on individual lots and common areas,
limited to lawn care (front yards only), snow removal on
common area guest parking as delineated on plots of the
properties or otherwise, repair, replacement and care of
roofs and the painting (repainting) of exterior surfaces of
improvements to lots. Except as hereinabove expressly set
forth, all other maintenance or repairs on a lot shall be
the sole responsibility of the owner thereof.

Every owner must perform promptly all maintenance and
repair work to the exterior of the improvements to his lot
not expressly made the responsibility of the Association by
this Declaration or the Bylaws of the Association, which if
omitted would affect the project in its entirety or in a
part belonging to other owners. Such obligation shall apply
to appearance as well as safety.

In the event that the need for maintenance or repair is
caused through the willful or negligent act or omission of
the owner, his family, or guests, or invitees, the cost of
such maintenance or repairs shall be added to and become a
part of the assessment to which such lot is subject.

In the event an owner of any lot in the properties
shall fail to maintain the premises and the improvements
situated thereon in a manner satisfactory to the Board of
Directors, the Association, after approval by two-thirds
(2/3) vote of the Board of Directors, shall have the right,
through its agents and employees, to enter upon said lot and
to repair, maintain and restore the lot and the exterior of
the buildings and any other improvements erected thereon.
The cost of such exterior maintenance shall be added to and
become part of the assessment to which such lot is subject.

ARTICLE X

ANNEXATION OR EXPANSION

In addition to the Phase One property described above,
Declarant owns all of the real property described as Tracts
A-2, A-3 and C, EASTRIDGE II in accordance with Plat 77-155,
Records of the Anchorage Recording District, Third Judicial
District, State of Alaska (herein elsewhere referred to as
"future phases" property). Declarant intends to develop all
such property and integrate it into the Planned Unit Develop-
ment herein established, but shall not, by this Declaration,
be obligated to do so. That is, Declarant is entitled to
develop all or any part of the "future phases" property as
additional phases to this Planned Unit Development or as
separate projects, except that development projects shall
only be with the authorization of the duly appointed repre-
sentatives of the Anchorage Municipality. The following
limitations shall apply to any annexation or expansion of
the Properties by Declarant to include additional portions
of the "future phase" property.

A. Prior to December 31, 1983, all or any portion
of the "future phase" property may be annexed by the Declarant

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to the Phase One properties and so add to the membership of the Association and the number of persons entitled to use the common area without further consent of the Association or any owner or mortgagee, so long as such annexation is generally in accordance with the restrictions of this Article. Declarant may do so within such time period by one or more annexations.

B. The maximum number of lots to be so created will be not greater than 10 lots as to Tract A-2, 22 lots as to Tract A-3, and 68 lots as to Tract C, all shown on the above referred to Plat 77-155 for a total of 121 lots in all phases.

C. Additional common area in the event of such annexation(s) will consist of the land in each particular Tract described above immediately contiguous to the lots created from that tract, but may include additional land that is presently part of the "future phase" property. The lot owners of Phase One and each subsequent phase will have the right to use and enjoy such common area as and when it has been deeded to the Association.

D. Owners of lots on property subsequently annexed pursuant to this Article will be members of the Association and shall have all of the rights, privileges, easements and obligations of other lot owners who became prior to such annexation, including by way of example the use and enjoyment of tennis courts located on Tract A-5 in accordance with the above described plat.

E. Annexation shall be deemed to have occurred when: (i) certificates of occupancy for the building in a particular phase have been issued; (ii) an amendment to this declaration has been recorded identifying the real property annexed to the "properties" and (iii) an appropriate conveyance of the common areas of the new phase to the Association has been recorded in accordance with Article I Section 4 above.

F. As and when an annexation has occurred, the "owners" of lots located within the "Properties" as expanded by such annexation (some or all of whom may be the Declarant) will have the rights, privileges and obligations set forth herein or in the Bylaws of the Association and the assessment responsibilities hereinabove provided.

The annexation of additional real property by Declarant shall not divest the owners of lots in prior phases, together with owners of lots in the new phase or phases, from control of the Association, it being the intent of the Declarant that once control has vested in accordance with Article III, Section 4. above, there shall be but one class of membership which shall include Declarant.

G. No improvements shall be constructed on any lot that is not compatible and harmonious in design, quality, exterior appearance, size and cost with the improvements constructed on the Phase One properties.

H. After the date provided in Article X, Section A above, this Planned Unit Development will not be added to or expanded without the express written consent of one hundred percent (100%) of the institutional holders of first mortgages on lots described herein, the written consent of sixty five percent (65%) of the owners of lots within this Planned Unit Development and the approval of the Anchorage Municipality Planning and Zoning Commission.

ARTICLE XI

RESERVED RIGHTS AND EASEMENTS OF DECLARANT

Declarant intends to develop and market the Phase One real property as well as the future phase real property. Development may include both site or land development and construction. From time to time real property may be subject to this Declaration either as a "lot" or as common area upon which development, construction or marketing has not been completed. In order to assure Developer's ability and right to develop and market the Phase One property and the future phase real property without hindrance or interference, in addition to all other rights or easements in favor of Declarant herein established or reasonably implied therefrom, and not by way of limitation, the following shall apply but only in accordance with Municipal and State law:

A. Declarant may maintain sales offices, "model homes," signs and other reasonable marketing facilities for the purpose of selling lots (improved and unimproved) on the Phase One property as well as future phase property.

B. During actual development and construction, Declarant may use and store development and construction equipment and materials (including temporary storage and construction office space) on or about the "Properties" except lots owned by an owner and except the tennis courts located on Tract A-5 as shown on Plat 77-155. In the case of lots owned by an "owner," there must be specific authorization in this Declaration or the Bylaws of the Association or permission from such owner.

C. For the purpose of such development, construction and sales, Declarant and duly authorized designees thereof shall have a continuing easement for use and access to the common areas so long as such use does not unreasonably interfere with the use and enjoyment of "owners."

D. Without limitation to the foregoing, no portion of Articles V or VII above shall be deemed to hinder, restrict or in any way apply to Declarant so far as the development, construction and marketing of the Phase One property or the future phase property.

ARTICLE XII

CONTRACT PURCHASERS

Anything to the contrary herein or elsewhere notwithstanding, there shall be no substantial changes or amendments to this Declaration, the Bylaws of the Association or the Articles of Incorporation of the Association between the

time of a binding written agreement between the Declarant and purchaser for the purchase and sale of a lot and the time of closing of the purchase without the prior written consent of the purchaser, or upon providing such purchaser the right to rescind such purchaser's obligation to purchase and have returned any earnest money or deposits previously placed on a lot.

ARTICLE XIII

AUTHORITY TO MORTGAGE

Any mortgage by the Association of the common area shall have the assent of seventy five percent (75%) of the votes of each class eligible to be cast, and the consent of one hundred percent (100%) of the institutional holders of first mortgages on lots in this Planned Unit Development.

ARTICLE XIV

EVIDENCE OF OWNERSHIP AND REGISTRATION OF MAILING ADDRESS

Section 1. Proof of Ownership. Except for those owners who initially purchase a lot from Declarant, any person or entity on becoming an owner shall furnish to the secretary of the Association and any Managing Agent a machine or a certified copy of the recorded instrument vesting that person or entity with an interest or ownership in the lot, which copy shall remain in the files of the Association.

Section 2. Registration of Mailing Address. The owners or several owners of an individual lot shall have one and the same registered mailing address to be used by the Association for mailing of statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address shall be furnished by such owners to the secretary of the Association and any Managing Agent within fifteen (15) days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the owners of the lot or by such persons as are authorized by law to represent the interest of (all of) the owners thereof.

ARTICLE XV

ANCHORAGE MUNICIPALITY PLANNING DEPARTMENT

This Declaration is for a Planned Unit Development under the authority of the Anchorage Municipality Planning Department and the Anchorage Municipality Planning and Zoning Commission pursuant to a Planning and Zoning Resolution duly passed, and amendments to such Resolution to the date of recording this Declaration, and as such Resolution may in the future be amended from time to time. The Resolution and amendments, if any, are attached hereto collectively as Exhibit B. Upon further amendment to such Resolution and

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the recording of a copy of same in the same manner as this Declaration, such amendment(s) shall automatically and without further vote or acquiescence of persons having an interest in the "Properties" be deemed for all purposes to supersede and/or supplement Exhibit B.

ARTICLE XVI

PROFESSIONAL MANAGEMENT

The Association may employ an experienced professional management agent or manager with such duties and at such compensation as the Board of Directors of the Association shall authorize in accordance with this Declaration and the Bylaws of the Association. The duties conferred upon the management agent or manager by the Board of Directors may be at any moment revoked, modified or amplified by the majority of owners in a duly constituted meeting. All employment agreements for such management shall be in writing and shall contain provisions giving effect to the following:

A. The agreement shall be terminable without cause by the giving of a thirty (30) day written notice by the Association and with cause upon five (5) days written notice.

B. The term of any such agreement may not exceed one year, although it may be renewable by the parties for successive one year terms.

ARTICLE XVII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than 90% of the members of the Association entitled to vote and thereafter by an instrument signed by not less than 75% of the members entitled to vote. Any amendment must be recorded. No amendment shall be effective to modify, eliminate or in any way affect Declarant's rights under Article XI above, or elsewhere herein or in the Bylaws of the Association or to hinder or prevent Declarant from annexing or developing any portion of the Phase One or "future phase" real property unless Declarant gives prior consent in writing thereto.

Section 3. Access. For the purpose of performing the maintenance, improvement and repair provided for in this Declaration, and for reasonable inspection in connection therewith, the Declarant, the Association and the duly authorized designees of either shall have the right, at reasonable times and upon reasonable notice, to enter upon any lot or the exterior of any structure or improvement thereon, as well as the common area, and such activity by them or any of them shall give rise to no legal or equitable remedy against them or any of them, including an action for trespass. Each Owner agrees to permit such access within and under any building situated upon the Owner's Lot for inspection, alterations, repair, removal, utility shut-off and maintenance.

Section 4. Binding Effect of Declarations, Bylaws and Articles of Incorporation of Owners' Association. All provisions of this Declaration, the Bylaws of the Owners' Association provided for herein, and the Articles of Incorporation of said Owners' Association provided for herein shall bind and be effective upon the Association, the owners of all "lots" their tenants, employees, contractors, and any and all other persons that may use or be on or about the project, or any part of it, in any manner.

The failure of any "Owner" to comply with the provisions of this Declaration, the Bylaws of the Owners Association provided for herein, or the Articles of Incorporation of the "Association," shall constitute a breach of contract, and shall give rise to a cause of action by the "Association" and any aggrieved lot owner for the recovery of damages or injunctive relief or both. Any such action may be brought by the Board of Directors of the Association in behalf of the Association or by the duly appointed Manager of the Properties in behalf of the Association.

Section 5. Severability. If any provision of this Declaration or the application thereof to any person or circumstance is held invalid by Judgment or Court Order, the remaining provisions and their application to other persons, or to other circumstances shall not be affected thereby, and shall remain in full force and effect.

Section 6. Conflict. In the case of any conflict between the Articles of Incorporation for the "Association," the Bylaws of the "Association" and these Declarations, the Declarations shall control first, then the Articles of Incorporation and then the Bylaws.

Section 7. Easements. Easements for installation and maintenance of utilities, access and drainage facilities are duly reserved as shown on the recorded plat of Tracts A-1, A-4, A-5 and Lots 1 through 21 according to Plat 77-155 referred to above and as such plat may be amended. Within these easements no structure, planting or other material shall be placed nor permitted to remain, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage facilities in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall

be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible, or for those improvements for which the Association is responsible in accordance with this Declaration and as the same may be duly amended.

The "Association" has and shall have a non-exclusive easement for the operation, maintenance and repair of all underground utilities including water service lines, storm drain lines, sanitary sewer lines and landscape watering lines (if any) on the project. Each Owner has a non-exclusive easement for and may use the common areas and facilities in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful right of the other Owners, excepting, however, any parts of the Common Area designated "Limited Common Area."

All conveyances of Lots 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.

Without limitation to the foregoing, the "Association", its agents, employees and contractors, shall have the right to enter any lot and the residence thereon constructed in case of any emergency originating in or threatening it or other residences, 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 encroachment(s) of the common elements upon another lot.

In the event that any portion of the common elements encroaches upon any lot, or any lot or improvement thereon encroaches upon the common elements, or any lot encroaches upon any other lot as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the properties, a valid easement for the encroachment or the maintenance of same shall exist so long as the encroachment exists, even though no specific reference to such easement appears in a conveyance instrument. In this regard no Owner shall maintain any action for removal of a party wall or projection or overhang created by construction, reconstruction or settling, nor any action for damages in connection with any of the foregoing.

DATED at Anchorage, Alaska, the 17th day of September, 1977.

GAMEL HOMES, INC., Declarant

BY: William E. Gamel
WILLIAM E. GAMEL, President

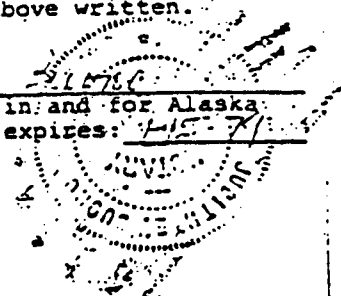
STATE OF ALASKA)
: ss.:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 17th day of September, 1977, before me, the undersigned, a Notary Public in and for

the State of Alaska, duly commissioned and sworn as such, personally appeared WILLIAM E. GANEL, known to me to be the President of GANEL HOMES, INC., the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its board of directors.

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

William E. Ganel
Notary Public in and for Alaska
My Commission expires: 4-15-71



AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
EASTRIDGE TOWNHOMES
A PLANNED UNIT DEVELOPMENT

THIS AMENDMENT made on the date hereinafter set forth by GAMES HOMES, INC., an Alaska corporation, having a principal place of business at 750 East Fireweed Lane, Suite 3, Anchorage, Alaska, 99503, hereinafter referred to as "Declarant" is an amendment to that certain Declaration of Covenants, Conditions and Restrictions of Eastridge Townhomes, a Planned Unit Development (Phase One), recorded on September 30, 1977 in Book 233, Pages 0565 to 0600, Records of the Anchorage Recording District, Third Judicial District, State of Alaska, hereinafter referred to as "Declaration."

The purpose of this Amendment is to reflect the annexation of the below described properties into the planned unit development as Phase Two thereof so that all of the below described properties, as well as the properties described in the "Declaration," shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the above "Declaration."

NOW, THEREFORE, Declarant being the owner of the real property more particularly described below, hereby declares that all of such property shall be held, sold, conveyed, developed or improved subject to the easements, restrictions, covenants and conditions set forth in the above described "Declaration," all of which shall run with such properties and be binding on all parties having any right, title or interest in such properties, or any part thereof, their heirs, successors and assigns, and all of which shall inure to the benefit of each owner of any portion or any interest in the below described properties and the properties described in the "Declaration."

That certain real property situate in the Anchorage Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

Lots 105 through 121 inclusive, and Tract 1 and Tract 2, EASTRIDGE II, according to Plat No. 77-244, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

The following described real property shall be additional "common area" as defined in Article I, Section 4, of the "Declaration:"

Tract 1 and Tract 2, EASTRIDGE II, according to Plat No. 77-244, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

There are a total of 17 lots in Phase Two of this planned unit development which are hereby made subject to the "Declaration" for a total of 38 lots in Phase One and Phase Two as of recording this Amendment.

This Amendment is executed and recorded pursuant to Article X of the above "Declaration." Except as herein expressly provided, no other modifications of the above "Declaration" are intended except such as may be required to give sense to the addition of the above described real property to the Eastridge Townhomes, Planned Unit Development.

DATED at Anchorage, Alaska, the 6th day of February, 1978.

GAMEL HOMES, INC., an Alaska corporation, Declarant

BY: JOHN W. MARCHELLO

STATE OF ALASKA)
: ss.:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 6th day of February, 1978, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared JOHN W. MARCHELLO known to me to be the President of GAMEL HOMES, INC., the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its board of directors.

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

Charles E. Scott
Notary Public in and for Alaska
My Commission expires: 7-15-79

78-007426

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REC-111
ANCHORAGE, ALASKA
DISTRICT

FEB 10 2 50 PM '78

WITNESSED BY Game! Homes, Inc.

SECOND
AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
EASTRIDGE TOWNHOMES
A PLANNED UNIT DEVELOPMENT

THIS SECOND AMENDMENT made on the date hereinafter set forth by GAMEL HOMES, INC., an Alaska corporation, having a principal place of business at 730 East Fireward Lane, Suite 3, Anchorage, Alaska 99503, hereinafter referred to as "Declarant" is an amendment to that certain Declaration of Covenants, Conditions and Restrictions of Eastridge Townhomes, a Planned Unit Development (Phase One), recorded on September 30, 1977, in Book 233, Pages 0565 to 0600, Records of the Anchorage Recording District, Third Judicial District, State of Alaska, hereinafter referred to as "Declaration".

The first amendment to such Declaration was recorded February 10, 1978, in Book 271, Pages 0735 to 0737, Records of the Anchorage Recording District, Third Judicial District, State of Alaska, hereinafter referred to as "First Amendment".

The purpose of this Amendment is to reflect the annexation of the below-described properties into the planned unit development as Phase Three of such planned unit development so that all of the below-described properties, the properties described in the "Declaration", and the properties described in the "First Amendment" shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the above "Declaration".

NOW, THEREFORE, Declarant being the owner of the real property more particularly described below, hereby declares that all of such property shall be held, sold, conveyed, developed or improved subject to the easements, restrictions, covenants and conditions set forth in the above-described "Declaration", all of which shall run with such properties and be binding on all parties having any right, title or interest in such properties, or any part thereof, their heirs, successors and assigns, and all of which shall inure to the benefit of each owner of any portion or any interest in the below-described properties and the properties described in the "Declaration".

That certain real property situate in the Anchorage Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

Lots 22 through 31, inclusive, Lots 100 through 104, inclusive, and Tract 4 and 5, EASTRIDGE II, according to Plat No. 72-131, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

The following described real property shall be additional "common area" as defined in Article I, Section 4, of the "Declaration":

Tract 4 and 5, EASTRIDGE II, according to Plat No. 72-131, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

There are a total of 15 lots in Phase Three of this planned unit development which are hereby made subject to the "Declaration" for a total of 53 lots in Phase One, Phase Two and Phase Three.

This Amendment is executed and recorded pursuant to Article X of the above "Declaration". Except as herein expressly provided, no other modifications of the above "Declaration" are intended except such as may be required to give sense to the addition of the above-described real property to the Estridge Townhomes Planned Unit Development.

DATED this 11 day of August, 1979, at Anchorage, Alaska.

GAMEL HOMES, INC., an Alaska Corporation, Declarant

By: William E. Gamel

STATE OF ALASKA)
: ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 11 day of November, 1979, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared William E. Gamel, known to me to be the President of GAMEL HOMES, INC., the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its board of directors.

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

78-043959
700

RECORDED - 78-043959
ANCHORAGE REC.
DISTRICT

AUG 14 3 56 PM '78

REQUESTED BY Gamel Homes
ADDRESS 750 W. Fireweed
City 99503
#107632

John W. M. M. M. M.
Notary Public in and for Alaska
My Commission expires: 6/23/79



CORRECTIVE SECOND
AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
EASTRIDGE TOWNHOMES
A PLANNED UNIT DEVELOPMENT
(PHASE THREE)

THIS CORRECTIVE SECOND AMENDMENT made on the date hereinafter set forth by CAMEL HOMES, INC., an Alaska corporation, having a principal place of business at 750 East Fireweed Lane, Suite 3, Anchorage, Alaska 99503, hereinafter referred to as "Declarant" is to correct that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions of Eastridge Townhomes, a Planned Unit Development recorded on August 14, 1978, in Book 325 at Pages 336 and 337, Records of the Anchorage Recording District, Third Judicial District, State of Alaska, hereinafter referred to as "Second Amendment".

The Declaration of Covenants, Conditions and Restrictions of Eastridge Townhomes, a Planned Unit Development (Phase One), was recorded on September 30, 1977, in Book 233, Pages 565 to 600 (hereinafter "Declaration"); and the First Amendment to such Declaration was recorded February 10, 1978, in Book 271, at Pages 736 and 737 (hereinafter "First Amendment"), both in the Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

The purpose of this instrument is to correct the legal description of the real property made subject to the "Declaration" by the "Second Amendment" by adding to it the real property described below as additional "common area" of the Planned Unit Development so that the below-described property, the properties described in the Declaration, the "First Amendment" and the "Second Amendment" shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the "Declaration".

NOW, THEREFORE, Declarant being the owner of the real property more particularly described below, hereby declares that it shall be held, sold, conveyed, developed or improved subject to the easements, restrictions, covenants and conditions set forth in the above-described "Declaration", all of which shall run with such property and be binding on all parties having any right, title or interest therein, or any part thereof, their heirs, successors and assigns, and all of which shall inure to the benefit of each owner of any portion or any interest in the below-described property, and the "properties" as described and defined in the "Declaration", which have previously or are hereinafter made subject to the "Declaration".

That certain real property situate in the Anchorage Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

Tract 6, EASTRIDGE II, according to Plat No. 78-131, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

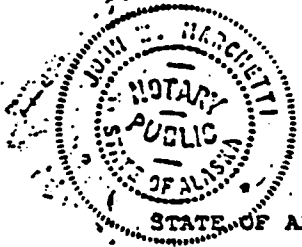
The above described real property shall be additional "common area" as defined in Article I, Section 4, of the "Declaration".

Except as herein expressly provided, no other modifications of the above "Second Amendment" are intended except such as may be required to give sense to the addition of the above-described real property to the Eastridge Townhomes Planned Unit Development.

DATED this 25 day of August, 1978, at Anchorage, Alaska.

GAMEL HOMES, INC., an Alaska Corporation, Declarant

By: William E. Gamel



STATE OF ALASKA)

: ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 28 day of August, 1978, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared William E. Gamel, known to me to be the PRESIDENT of GAMEL HOMES, INC., the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its board of directors.

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

John E. Marchetti

Notary Public in and for Alaska
My Commission expires: 6/22/79

78-046885
700

RECORDED-FILED
ANCHORAGE REC.
DISTRICT

AUG 28 4 18 PM '78

REQUESTED BY
ADDRESS

Gamel Homes
250 E. Fireweed Ln.

Page Two of Two Pages

City 99503

10/19/78

THIRD
AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
EASTRIDGE TOWNHOMES
A PLANNED UNIT DEVELOPMENT

THIS THIRD AMENDMENT made on the date hereinafter set forth by GAMES HOMES, INC., an Alaska corporation, having a principal place of business at 750 East Fireweed Lane, Suite 3, Anchorage, Alaska, 99503, hereinafter referred to as "Declarant" is an amendment to that certain Declaration of Covenants, Conditions and Restrictions of Eastridge Townhomes, a Planned Unit Development (Phase One), recorded on September 30, 1977 in Book 233, Pages 0565 to 0600, Records of the Anchorage Recording District, Third Judicial District, State of Alaska, hereinafter referred to as "Declaration".

The First Amendment to such Declaration was recorded February 10, 1978 in Book 271, Pages 736 and 737; the Second Amendment to such Declaration was recorded August 14, 1978 in Book 325, Pages 336 and 337; and a Corrective Second Amendment to such Declaration was recorded August 28, 1978 in Book 329 at Pages 807 and 808, all in the Anchorage Recording District, Third Judicial District, State of Alaska.

The purposes of this Third Amendment are the annexation of the Phase Four Real Property to Eastridge Townhomes Planned Unit Development in accordance with Article X of the Declaration, the designation of a tract of common area within the Phase Four Real Property as a parking and storage area for recreational and other vehicles, and the establishment of procedures for governing the use and enjoyment of such facility.

The Phase Four Real Property is situate in the Anchorage Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

Lots 32 through 36 inclusive, Lots 87 through 99, inclusive, and Tracts 20 8 and C-1, EASTRIDGE II, according to Plat No. 78-285, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

NOW, THEREFORE, Declarant declares the hereinabove described Phase Four Real Property to be a part of the "Property" of Eastridge Townhomes Planned Unit Development as such term is defined in the Declaration; that without limiting the foregoing, the Phase Four Real Property shall be held, sold, conveyed, occupied, owned, developed and improved subject to the easements, restrictions, covenants, conditions, terms and provisions set forth in such Declaration, all of which shall run with the "Property", and shall bind and inure to the benefit of every party having any right, title or interest in the Phase Four Real Property or any other part of the "Property" of Eastridge Townhomes Planned Unit Development, and the heirs, assigns and other successors in interest of all such parties.

The following described parcels of the Phase Four Real Property shall be additional common area as defined in Article I, Section 4, of the Declaration:

Tracts 7, 8 and C-1, EASTRIDGE II, according to Plat No. 78-285, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

The above described Tract C-1 shall be used for the parking and storage of recreational and other vehicles in accordance with rules and regulations adopted from time to time by the Board of Directors of Eastridge Townhomes Owners Association, Inc. pursuant to Article VII of the Bylaws of that Association. Such rules and regulations shall be fair, equitable and reasonable. In any event, they shall give effect to the following:

7-9-1348

RECORDED FILED 7.00

ANCH REC. DIST.

DATE 1/9 1979

TIME 2:21 P.M.

Requested by GAMBEL HOMES

ASS. 750 EAST FRUIT ST

CITY 99503

A. Lawful occupants of "lots" shall have priority over all others with respect to use and enjoyment of such facility.

B. Only vehicles owned by lawful occupants or owners of "lots" shall be parked or stored within such facility.

C. The facility is intended to be used for the parking and storage of recreational vehicles such as campers, snow machines and the like. Accordingly, the parking and storage of recreational vehicles shall have priority over all other vehicles.

This Third Amendment is executed and recorded for the above purposes only. Except as expressly provided above, no other amendment or modification of the Declaration is intended.

DATED the 9th day of January, 1979, at Anchorage, Alaska.

GAMBEL HOMES, INC., an Alaska corporation, Declarant

BY: Andrew H. Eker

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) SS.:

THIS IS TO CERTIFY that on the 9th day of January, 1979, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Andrew H. Eker known to me to be the Executive Vice President of GAMBEL HOMES, INC., the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its board of directors.

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

Robert H. Gamel
Notary Public in and for Alaska
My Commission expires: 10/02/82

LAW OFFICES OF
KAY, CHRISTIE,
FULD & SAVILLE
1000 DENALI, SUITE 500
ANCHORAGE, AK 99503
(907) 278-4233

FOURTH
AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
EASTRIDGE TOWNHOMES
A PLANNED UNIT DEVELOPMENT

THIS FOURTH AMENDMENT made on the date hereinafter set forth by GANGL HOMES, INC., an Alaska corporation, having a principal place of business at 750 East Firwood Lane, Suite 3, Anchorage, Alaska, 99503, hereinafter referred to as "Declarant" is an amendment to that certain Declaration of Covenants, Conditions and Restrictions of Eastridge Townhomes, a Planned Unit Development (Phase One), recorded on September 30, 1977 in Book 233, Pages 0565 to 0600, Records of the Anchorage Recording District, Third Judicial District, State of Alaska, hereinafter referred to as "Declaration".

The First Amendment to such Declaration was recorded February 10, 1978 in Book 271, Pages 736 and 737; the Second Amendment to such Declaration was recorded August 14, 1978 in Book 325, Pages 336 and 337; a Corrective Second Amendment to such Declaration was recorded August 28, 1978 in Book 329 at Pages 807 and 808, and the Third Amendment to such Declaration was recorded January 9, 1979 in Book 370 at Page 489, all in the Anchorage Recording District, Third Judicial District, State of Alaska.

The purpose of this Fourth Amendment is to reflect the annexation of the below described real property into Eastridge Townhomes Planned Unit Development.

The Phase Five Real Property is situated in the Anchorage Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

Lots 37 through 52 inclusive, and Tracts 9 and 10, EASTRIDGE II, according to Plat No. 79-141, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

NOW, THEREFORE, Declarant declares the heretofore described Phase Five Real Property to be a part of the "Property" of Eastridge Townhomes Planned Unit Development as such term is defined in the "Declaration"; that without limiting the foregoing, the Phase Five Real Property shall be held, sold, conveyed, occupied, owned, developed and improved subject to the covenants, restrictions, covenants, conditions, terms and provisions set forth in such "Declaration", all of which shall run with the "Property", and shall bind and inure to the benefit of every party having any right, title or interest in the Phase Five Real Property or any other part of the "Property" of Eastridge Townhomes Planned Unit Development, and the heirs, assigns and other successors in interest of all such parties.

The following described parcels of the Phase Five Real Property shall be additional common area as defined in

NEW OFFICE OF
EAT CHRISTIE, PLLC.
SAVILLE & COFFEE
1000 10TH AVENUE, SUITE 100
ANCHORAGE, ALASKA 99503
1000 10TH AVENUE

*not - to Eric Feller
also -*

Article I, Section 4, of the Declaration:

Tracts 9 and 10 EASTRIDGE II, according to
Plat No. 79-161, filed in the Anchorage Recording
District, Third Judicial District, State of Alaska.

This Fourth Amendment is executed and recorded for
the above purposes only. Except as expressly provided above,
no other amendment or modification of the declaration is intended.

DATED the 31 day of October, 1974.
at Anchorage, Alaska.

GAMEL HOMES, INC., an Alaska
corporation, Declarant

BY: [Signature]

STATE OF ALASKA)

: ss.:

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 31 day of October,
1974, before me, the undersigned, a Notary Public in and
for the State of Alaska, duly commissioned and sworn as
such, personally appeared William E. Gamel known
to me to be the President of GAMEL HOMES, INC.,
the corporation that executed the within instrument, and
known to me to be the person who executed the within instru-
ment on behalf of the corporation therein named, and acknowledged
to me that such corporation executed the same pursuant to
its bylaws or a resolution of its board of directors.

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

79-048779-

[Signature]
Notary Public in and for Alaska
My Commission expires 10-2-75

RECORDED
ANCHORAGE, ALASKA
DISTRICT

OCT 3 4 14 PM '74

REQUESTED BY [Signature]

ADDRESS _____

[Signature] GAMEL HOMES, INC.
ANCHORAGE, ALASKA 99503

FIFTH
AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
EASTRIDGE TOWNHOMES
A PLANNED UNIT DEVELOPMENT

THIS FIFTH AMENDMENT made on the date hereinafter set forth by CAMEL HOMES, INC., an Alaska corporation, having a principal place of business at 2702 Garbell, Suite 202, Anchorage, Alaska 99503, hereinafter referred to as "Declarant" is an amendment to that certain Declaration of Covenants, Conditions and Restrictions of Eastridge Townhomes, a Planned Unit Development (Phase One), recorded on September 30, 1977 in Book 373, Pages 0565 to 0600, Records of the Anchorage Recording District, Third Judicial District, State of Alaska, hereinafter referred to as "Declaration".

The First Amendment to such Declaration was recorded February 10, 1978 in Book 271, Pages 736 and 737; the Second Amendment to such Declaration was recorded August 14, 1978 in Book 329, Pages 336 and 337; a Corrective Second Amendment to such Declaration was recorded August 28, 1978 in Book 329 at Pages A07 and 608; the Third Amendment to such Declaration was recorded January 9, 1979 in Book 370 at Page 489; and the Fourth Amendment to said Declaration was recorded October 3, 1979, in Book 442 at Page 15, all in the Anchorage Recording District, Third Judicial District, State of Alaska.

The purpose of this Fifth Amendment is to reflect the annexation of the below described Phase Six real property into Eastridge Townhomes Planned Unit Development in accordance with Article X of the Declaration.

The Phase Six Real Property is situated in the Anchorage Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

lots 47 through 57 inclusive, lots 75 through 80 inclusive, and Tracts 11 through 14, EASTRIDGE II, according to Plat No. 82-144, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

NOW, THEREFORE, Declarant declares the hereinabove described Phase Six Real Property to be a part of the "Property" of Eastridge Townhomes Planned Unit Development as such term is defined in the "Declaration"; that without limiting the foregoing, the Phase Six Real Property shall be held, sold, conveyed, occupied, owned, developed and improved subject to the easements, restrictions, covenants, conditions, terms and provisions set forth in such "Declaration", all of which shall run with the "Property", and shall bind and inure to the benefit of every party having any rights, title or interest in the Phase Six Real Property or any other part of the "Property" of Eastridge Townhomes Planned Unit Development, and the heirs, assigns and other successors in interest of all such parties.

The following described parcels of the Phase Six Real Property shall be additional common area as defined in Article I, Section 4, of the Declaration:

Tracts 11 through 14 inclusive, EASIRIDGE II, according to Plat No. A0-14A, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

This Fifth Amendment is executed and recorded for the above purposes only. Except as expressly provided above, no other instrument or modification of the Declaration is intended.

DATED at Anchorage, Alaska, this 17th day of October, 1980.

GAMEL HOMES, INC., an Alaska corporation, Declarant

BY: William P. Gamel

STATE OF ALASKA)

) SS:

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 17th day of October, 1980, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared WILLIAM P. GAMEL, known to me to be the PRESIDENT of GAMEL HOMES, INC., the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its board of directors.

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

Della C. Gifford
Notary Public in and for the State of Alaska
My Commission Expires: 7-12-84

047142

RECORDED
ANCHORAGE REC.
DISTRICT

OCT 20 2 12 PM '80

RECEIVED BY
ADDRESS 750 E. Fairview

#3 Book - 49503

SIXTH
AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
EASTRIDGE TOWNHOMES
A PLANNED UNIT DEVELOPMENT

THIS SIXTH AMENDMENT made on the date hereinafter set forth by GAMES HOMES, INC., an Alaska corporation, having a principal place of business at 3702 Garbell, Suite 202, Anchorage, Alaska 99503, hereinafter referred to as "Declarant" is an amendment to that certain Declaration of Covenants, Conditions and Restrictions of Eastridge Townhomes, a Planned Unit Development (Phase One), recorded on September 30, 1977 in Book 233, Pages 0565 to 0600, Records of the Anchorage Recording District, Third Judicial District, State of Alaska, hereinafter referred to as "Declaration".

The First Amendment to such Declaration was recorded February 10, 1978 in Book 271, Pages 714 and 737; the Second Amendment to such Declaration was recorded August 14, 1978 in Book 325, Pages 316 and 337; a Corrective Second Amendment to such Declaration was recorded August 28, 1978 in Book 329 at Pages 807 and 808; the Third Amendment to such Declaration was recorded January 9, 1979 in Book 370 at Page 449; the Fourth Amendment to said Declaration was recorded October 3, 1979, in Book 442 at Page 15; and the Fifth Amendment to said Declaration was recorded October 20, 1980, in Book 537 at Page 18, all in the Anchorage Recording District, Third Judicial District, State of Alaska.

The purpose of this Sixth Amendment is to reflect the annexation of the below described Phase Seven real property into Eastridge Townhomes Planned Unit Development in accordance with Article X of the Declaration.

The Phase Seven Real Property is situate in the Anchorage Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

Lots 54 through 63 inclusive, and Tract 19, EASTRIDGE II, according to Plat No. 1-27, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

NOW, THEREFORE, Declarant declares the hereinabove described Phase Seven Real Property to be a part of the "Property" of Eastridge Townhomes Planned Unit Development as such term is defined in the "Declaration"; that without limiting the foregoing, the Phase Seven Real Property shall be held, sold, conveyed, conveyed, owned, developed and improved subject to the covenants, restrictions, covenants, conditions, terms and provisions set forth in such "Declaration", all of which shall run with the "Property", and shall bind and inure to the benefit of every party having any rights, title or interest in the Phase Seven Real Property or any other part of the "Property" of Eastridge Townhomes Planned Unit Development, and the heirs, assigns and other successors in interest of all such parties.

The following described parcel of the Phase Seven Real Property shall be additional common area as defined in Article I, Section 4, of the Declaration:

Tract 15, EASTRIDGE II, according to Plat No. 81-27, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

This Sixth Amendment is executed and recorded for the above purposes only. Except as expressly provided above, no other instrument or modification of the Declaration is intended.

DATED at Anchorage, Alaska, this 11th day of March, 1981.

GAMEL HOMES, INC., an Alaska corporation, Declarant

By: [Signature]
Its: [Signature]

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 11th day of March, 1981, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared [Signature], known to me to be the [Signature] of GAMEL HOMES, INC., the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its board of directors.

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

81-011454
11-

[Signature]
Notary Public in and for Alaska
My commission expires 7-12-84

RECORDED
ANCHORAGE REC.
DISTRICT

MAR 10 2 52 PM '81

RECEIVED BY [Signature]
INDEXED

**SEVENTH
AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
EASTRIDGE TOWNHOMES
A PLANNED UNIT DEVELOPMENT**

THIS SEVENTH AMENDMENT made on the date hereinafter set forth by GANEL HOMES, INC., an Alaska corporation, having a principal place of business at 2702 Gambell, Suite 202, Anchorage, Alaska 99503, hereinafter referred to as "Declarant" is an amendment to that certain Declaration of Covenants, Conditions and Restrictions of Eastridge Townhomes, a Planned Unit Development (Phase One), recorded on September 30, 1977 in Book 233, Pages 0565 to 0600, Records of the Anchorage Recording District, Third Judicial District, State of Alaska, hereinafter referred to as "Declaration".

The First Amendment to such Declaration was recorded February 10, 1978 in Book 271, Pages 736 and 737; the Second Amendment to such Declaration was recorded August 14, 1978 in Book 325, Pages 336 and 337; a Corrective Second Amendment to such Declaration was recorded August 28, 1978 in Book 329 at Pages 807 and 808; the Third Amendment to such Declaration was recorded January 9, 1979 in Book 370 at Page 489; the Fourth Amendment to said Declaration was recorded October 3, 1979, in Book 442 at Page 15; the Fifth Amendment to said Declaration was recorded October 20, 1980, in Book 537 at Page 18, and the Sixth Amendment to said Declaration was recorded March 10, 1981, in Book 575 at Page 751, all in the Anchorage Recording District, Third Judicial District, State of Alaska.

The purpose of this Seventh Amendment is to reflect the annexation of the below described Phase Eight real property into Eastridge Townhomes Planned Unit Development in accordance with Article X of the Declaration.

The Phase Eight Real Property is situate in the Anchorage Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

Lots 64 through 74 inclusive, and Tract 16, EASTRIDGE II, according to Plat No. 81-170, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

NOW, THEREFORE, Declarant declares the hereinabove described Phase Eight Real Property to be a part of the "Property" of Eastridge Townhomes Planned Unit Development as such term is defined in the "Declaration"; that without limiting the foregoing, the Phase Eight Real Property shall be held, sold, conveyed, occupied, owned, developed and improved subject to the easements, restrictions, covenants, conditions, terms and provisions set forth in such "Declaration", all of which shall run with the "Property", and shall bind and inure to the benefit of every party having any rights, title or interest in the Phase Eight Real Property or any other part of the "Property" of Eastridge Townhomes Planned Unit Development, and the heirs, assigns and other successors in interest of all such parties.

The following described parcel of the Phase Eight Real Property shall be additional common area as defined in Article I, Section 4, of the Declaration:

Tract 16, EASTRIDGE II, according to Plat No. 81-170, filed in the Anchorage Recording District, Third Judicial District, State of Alaska.

This Seventh Amendment is executed and recorded for the above purposes only. Except as expressly provided above, no other instrument or modification of the Declaration is intended.

DATED at Anchorage, Alaska, this 13 day of July, 1981.

GAMEL HOMES, INC., an Alaska corporation, Declarant

By: William C. Gamel
Its: President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 13 day of July, 1981, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared William C. Gamel, known to me to be the President of GAMEL HOMES, INC., the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its bylaws or a resolution of its Board of Directors.

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

97-038140
11 -

Robert L. Gamel
Notary Public in and for Alaska
My commission expires: 12/31/82

ANCHORAGE
DISTRICT

JUL 13 3 07 PM '81
REQUESTED BY: GAMEL HOMES
ADDRESS: _____

LAND OFFICE OF
EXCHANGE HOLD.
1000 E. 10TH AVE.
ANCHORAGE, ALASKA 99501
(907) 276-4333

EIGHTH AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF EASTRIDGE TOWNHOMES
A PLANNED UNIT DEVELOPMENT

This Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions of Eastridge Townhomes is made on the date hereinafter set forth by the Eastridge Townhome Owners Association, an Alaskan nonprofit corporation, having a principle place of business at 130 W. International Airport Rd., Suite H, Anchorage, Alaska, 99518, hereinafter referred to as "Association," who are all the owners of Lots within Eastridge Townhomes, a Planned Unit Development, as more particularly described below.

W I T N E S S E T H:

WHEREAS, a certain "Declaration of Covenants, Conditions and Restrictions, Reservation of Easements for Eastridge Townhomes was recorded on September 30, 1977 in Book 233 at Pages 566-600, inclusive, records of the Anchorage Recording District, pertaining to Tract A-1, Tract A-4, Tract A-5, and Lots 1-21, inclusive EASTRIDGE II, according to Plat 77-155, records of the Anchorage Recording District, Third Judicial District, State of Alaska (hereinafter "Declaration") and filed concurrently with the recording of the Declaration; and

WHEREAS, a certain "Amendment to Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements of Eastridge Townhomes, a Planned Unit Development was recorded on February 10, 1978 in Book 271 at Page 736, records of the Anchorage Recording District pertaining to Lots 105 through 121, inclusive, and Tract 1 and Tract 2, EASTRIDGE II, according to Plat No. 77-244, filed in the Anchorage Recording District, Third Judicial District, State of Alaska; and

WHEREAS, a certain "Second Amendment to Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements of Eastridge Townhomes, a Planned Unit Development was recorded on August 14, 1978 in Book 325 at Page 336, records of the Anchorage Recording District pertaining to Lots 22 through 31, inclusive, Lots 100 through 104, inclusive, and Tracts 4 and 5, EASTRIDGE II, according to Plat No. 78-131, filed in the Anchorage Recording District, Third Judicial District, State of Alaska; and

WHEREAS, a certain "Corrective Second Amendment to Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements of Eastridge Townhomes, a Planned Unit Development was recorded on August 18, 1978 in Book 329 at Page 807, records of the Anchorage Recording District pertaining to Tract 6, EASTRIDGE II, according to Plat No. 78-131, filed in the

Anchorage Recording District, Third Judicial District, State of Alaska; and

WHEREAS, a certain "Third Amendment to Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements of Eastridge Townhomes, a Planned Unit Development was recorded on January 9, 1979 in Book 370 at Page 490, records of the Anchorage Recording District pertaining to Lots 32 through 36, inclusive, Lots 87 through 99, inclusive, and Tracts 7, 8, and C-1, EASTRIDGE II, according to Plat No. 78-285, filed in the Anchorage Recording District, Third Judicial District, State of Alaska; and

WHEREAS, a certain "Fourth Amendment to Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements of Eastridge Townhomes, a Planned Unit Development was recorded on October 3, 1979 in Book 442 at Page 0014, records of the Anchorage Recording District pertaining to Lots 37 through 52, inclusive, and Tracts 9 and 10, EASTRIDGE II, according to Plat No. 79-161, filed in the Anchorage Recording District, Third Judicial District, State of Alaska; and

WHEREAS, a certain "Fifth Amendment to Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements of Eastridge Townhomes, a Planned Unit Development was recorded on October 20, 1980 in Book 537 at Page 0018, records of the Anchorage Recording District pertaining to Lots 53 through 57, inclusive, Lots 75 through 86, inclusive, and Tracts 11 through 14, EASTRIDGE II, according to Plat No. 80-148, filed in the Anchorage Recording District, Third Judicial District, State of Alaska; and

WHEREAS, a certain "Sixth Amendment to Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements of Eastridge Townhomes, a Planned Unit Development was recorded on March 10, 1981 in Book 575 at Page 751, records of the Anchorage Recording District pertaining to Lots 58 through 63, inclusive, and Tract 15, EASTRIDGE II, according to Plat No. 81-27, filed in the Anchorage Recording District, Third Judicial District, State of Alaska; and

WHEREAS, a certain "Seventh Amendment to Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements of Eastridge Townhomes, a Planned Unit Development was recorded on July 13, 1981 in Book 618 at Page 710, records of the Anchorage Recording District pertaining to Lots 64 through 74, inclusive, and Tract 16, EASTRIDGE II, according to Plat No. 81-130, filed in the Anchorage Recording District, Third Judicial District, State of Alaska; and

WHEREAS, the Association wishes to amend Article VI, Section 1; Article IX; and Article XVII, Section 2 of the Declaration, and

WHEREAS, a resolution incorporating the amendments set forth herein was adopted at a meeting of the members of the Association on the ____ day of _____, 19____, by a vote of the owners owning in the aggregate at least 90% of the voting power pursuant to Article XVII of the Declaration;

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

ARTICLE VI

PROTECTION OF MORTGAGEES

Section 1. Prior Written Approval. Anything herein or in the Bylaws of the Association, or the Articles of Incorporation to the contrary notwithstanding, unless at least seventy-five percent (75%) of the first mortgagees of the individual units have given their prior written approval, the Association shall not be entitled to:

A. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common property owned, directly or indirectly, by such Association, for the benefit of the units in the Association;

B. Change the method of determining the obligations, assessments, dues or other charges which may be levied against any Association unit owner;

C. By act or omission, change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of the common property, party walks or common fences and driveways, or the upkeep of lawns and plantings in the Association;

D. Fail to maintain fire and extended coverage on insurable Association 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);

E. Use hazard insurance proceeds for losses to any Association common property for other than the repair, replacement or reconstruction of such common property; or

F. Materially amend this Declaration, the Bylaws of the Association or the Articles of Incorporation of the Association.

ARTICLE IX

EXTERIOR MAINTENANCE

In addition to maintenance upon the common area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder as follows: ground maintenance on individual lots and common areas, limited to lawn care (front yards only), snow removal on common areas, guest parking, and driveways as delineated on plots of properties.

The Association shall bear the responsibility for the repainting of the exterior surfaces of improvements on each lot to be accomplished in no less than five (5) year increments unless otherwise determined by the Board of Directors.

The Association shall bear the responsibility for the replacement of shingles on roofs to be accomplished in no less than twenty (20) year increments or unless otherwise determined by the Board of Directors.

Except as provided above, damage and repair to any lot, to include the exterior surface, fences, or roof shall be the responsibility of the individual lot owner.

Every owner must perform promptly all maintenance and repair work to the exterior of the improvements to his lot not expressly made the responsibility of the Association by this Declaration or the Bylaws of the Association, which if omitted, would affect the project, in its entirety or in a part belonging to other owners. Such obligation shall apply to appearance as well as safety.

In the event that the need for maintenance or repair is caused through the willful or negligent act or omission of the owners, his family, or guests, or invitees, the costs of such maintenance or repairs shall be added to and become a part of the assessments to which such lot is subject.

In the event an owner of any lot in the properties shall fail to maintain the premises and improvement situation thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors shall have the right, through its agents and employees, to enter upon said lot and to repair, maintain and restore the lot and the exterior of the building and any other improvements directed thereon. The costs of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

ARTICLE XVII

GENERAL PROVISIONS

Section 2. Amendment. The covenants and restrictions of this Declaration shall run and bind the land and shall be of perpetual duration.

This Declaration may be amended by a vote of not less than ninety percent (90%) of the members of the Association entitled to vote. Any Amendment must be recorded. No Amendment shall be effective to modify, eliminate or in any way affect declarant's rights under Article XI of the original Declaration or in the Bylaws of the Association or to hinder or prevent Declarant from annexing or developing any portion of the phase One or "future phase" real property unless Declarant gives prior consent in writing thereto.

Judicial challenges to any Amendment to this document shall be limited to a period of one (1) year from the date of enactment of the Amendment.

Dated this 11 day of April, 1996.

EASTRIDGE TOWNHOME OWNERS
ASSOCIATION

By: Veronica Duke
Its: President

By: Fredric J. Sapp
Its: Secretary

STATE OF ALASKA)
) SS.
 THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 11th day of April, 1996, before me, the undersigned, appeared Verenica Duke and Fredrick L. Day, who acknowledged being the President and Secretary, respectively, of EASTRIDGE TOWNHOME OWNERS ASSOCIATION, an Alaska nonprofit corporation, and voluntarily signing and sealing the foregoing instrument on behalf of said Corporation, and being authorized so to do.

Sara E. Heide

Notary Public in and for Alaska
 My Commission Expires: 4/18/98



To be recorded in the Anchorage Recording District

After recording, please return to:

Peter A. Lekisch, Esq.
 Hoge & Lekisch
 441 W. 5th Avenue, Ste 500
 Anchorage, AK 99501

96-018059

30-CC

ANCHORAGE REC. DISTRICT

REQUESTED BY *Hoge*

Lekisch
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