

AMENDED AND RESTATED DECLARATION

FOR

CROW HILL RESIDENTIAL CONDOMINIUM APARTMENTS

THIS DECLARATION, made on the date hereinafter set forth by NEW TREADWELL ASSOCIATES, INC., an Alaskan Corporation and B. C. D. CONSTRUCTION, INC., an Alaskan Corporation operating as a joint venture of P. O. Box 676, Juneau, Alaska 99802, hereinafter referred to as Declarant.

W I T N E S S E T H:

WHEREAS, the Declarant is the sole owner of certain real property located within the City and Borough of Juneau, State of Alaska, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference, no Apartment Units having as of yet been sold to the general public.

WHEREAS, Declarant is the developer of the real property hereinafter subjected to AS 34.07.010 et seq. and has created thereon common facilities and multi-family structures containing thirty-six (36) residential units to be known as CROW HILL RESIDENTIAL CONDOMINIUMS as hereinafter defined;

WHEREAS, a prior Declaration concerning the above-described property was recorded November 2, 1982, in Book 203, beginning at Page 612 and was subsequently amended by a

First Amendment to Declaration recorded December 1, 1982 in Book 205, beginning at Page 171 of the Office of the Recorder for the Juneau Recording District, First Judicial District, State of Alaska; and

WHEREAS, the Declarant has decided that it is in the best interest of the horizontal property regime to completely restate the above-referenced Declaration;

NOW, THEREFORE, Declarant hereby declares that the above-referenced Declaration dated October 29, 1982 and recorded November 2, 1982 in Book 203, beginning at Page 612, and amended by that First Amendment to Declaration dated December 1, 1982, and recorded December 1, 1982 in Book 205, beginning at Page 171, of the Office of the Recorder for the Juneau Recording District, First Judicial District, State of Alaska, is hereby superseded and revoked by this Declaration and does hereby state that all of the above-described property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value 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 properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Plat 82-106 filed in conjunction with the original Declaration is not affected hereby, is still in full force and effect and is

the plat referred to herein. The property subject to this Amended and Restated Declaration is set forth on Exhibit A Attached hereto.

ARTICLE I

DEFINITIONS:

A. "Apartment Space" shall mean by way of description and not limitation, the area or space contained within the perimeter walls, ceilings and floors of each of the thirty-six (36) Apartment Units as shown on the plan filed simultaneously with the recording of this Declaration and as hereinafter described.

B. "Apartment Unit" shall mean and refer to the Apartment Space and limited common area designated for the exclusive or semi-exclusive use of each Apartment Space.

C. "Association" shall mean and refer to CROW HILL HOMEOWNER'S ASSOCIATION, INC., a non-profit corporation, its successors and assigns.

D. "Common area" shall mean all real property owned by all the Owners of the Apartments as tenants in common for the common use and enjoyment of the Owners specifically excepting therefrom the Apartment Units.

E. "Declarant" shall mean and refer to NEW TREADWELL ASSOCIATES, INC., and B. C. D. CONSTRUCTION, INC., a joint venture, its successors and assigns.

F. "Declaration" or "plans on file." Whenever the Declaration or plans on file for Crow Hill Residential Condominium Apartments are referred to herein the reference shall be to the Declaration and plans, and any amendments thereto, then recorded or filed, respectively, with the Recorder for the Juneau Recording District, First Judicial District, State of Alaska.

G. "Developer" shall mean NEW TREADWELL ASSOCIATES, INC., and B. C. D. CONSTRUCTION, INC., a joint venture.

H. "Holders of a First Deed of Trust" shall mean an institutional lender who holds the first deed of trust and the seller under a contract of sale wherein the buyer is making periodic payments to the seller through a contract collection account with the buyer to receive title to the property after all required payments, including principal, interest, penalties and other charges incurred by the seller in securing performance by the buyer, including reasonable attorney's fees, have been made, which is a mortgage as defined herein at Article I, Paragraph L, used for said purpose on an Apartment Unit and who has notified the Association in writing of its holdings.

I. "Institutional Lender" shall mean and refer to one or more commercial banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds or business

trusts, including but not limited to real estate investment trusts, or any other lender regularly engaged in financing the purchase, construction or improvement of real estate or any assignee of loans made by such a lender or any private or governmental institution which has insured the loan of such a lender or any combination of any of the foregoing entities. The term shall also mean and include the seller named in a contract of sale of the type set forth in Article I, Paragraph H hereof.

J. "Limited common areas and facilities" shall mean those common areas and facilities designated in this recorded Declaration, as reserved for the use of a certain Apartment Owner or Apartment Owners to the exclusion of the other Apartment Owners.

K. "Member" shall mean and refer to a member of the Association as provided for in its Articles and Bylaws.

L. "Mortgage" shall mean and include a document, commonly known as a "deed of trust" in Alaska or a contract of sale as described in Article I, Paragraph H, evidencing an encumbrance on an Apartment Unit resulting from the lending of money or other item of value by a mortgage deed of trust beneficiary or seller to an apartment owner most commonly for the purpose of purchasing an Apartment Unit.

M. "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of an Apartment Unit together with its undivided interest which is

a part of the property and project, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation unless they are in possession of the Apartment Unit as a result of a breach of the terms and conditions of the Deed of Trust or Contract of Sale.

N. "Project" shall mean and refer to the property and all structures and other improvements thereon or to be built thereon.

O. "Property" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and this Declaration pursuant to Articles VI and XII hereof.

## ARTICLE II

### DEFINITION OF ESTATES:

A. Declarant, in order to establish a plan of residential condominium apartment ownership for the above-described project, hereby covenants and agrees that it hereby divides said real property into the following separate estates:

1. Thirty-six (36) separately designated and legally described freehold estates each consisting of an Apartment Unit as shown on the plat and plans hereinafter incorporated, each Unit being the area and space contained within the perimeter walls of each of the thirty-six (36)

Apartment Spaces and the exclusive use thereof and the semi-exclusive right to the use of the limited common areas described in Paragraph 2(b) of this Article.

2. a. One (1) freehold estate consisting of the remaining portion of the real property described and referred to herein as the "common areas and facilities", which definition includes the multi-family structure and the property on which it is located and specifically includes, but is not limited to, the items listed in AS 34.07.450(6), the land, foundation, roofs, perimeter, exterior and main bearing walls, slabs, pillars, posts, separately designated but Association controlled utility rooms, storage areas, driveways, trees, bushes, grass, landscaping, pavement, wells, pipes, wires, conduits or other utility lines, wherever located, except the outlets thereof when located within the Apartment Spaces.

b. With regard to the freehold estate above-described in Paragraph 2(a) certain limited common areas will be reserved for the exclusive or semi-exclusive use of each Owner of an Apartment Unit according to the terms and conditions that follow:

(i) Parking area - Each Apartment Unit Owner shall have the right to the exclusive use of one (1) of the parking areas adjacent to his apartment building. The specific parking area for each Unit is on Exhibit B-5 attached hereto.

(ii) Balcony or patio - Each Apartment Unit Owner on the second and third floor of each building shall have the right to the exclusive use of the balcony or patio adjoining their Apartment Space. Each balcony or patio is located on the northerly side of the Apartment Space, access is through the living room. Each balcony is twelve (12) feet long by four (4) feet wide for a total of forty-eight (48) square feet.

B. For the purpose of this Declaration, the ownership of each Apartment Unit shall include the respective undivided interest in the common areas and facilities specified and established in Paragraph E of this Article.

C. The building and improvements located on the real property which is the subject of this Declaration consist of three (3) buildings, each of which has two (2) stories plus a basement, and which altogether contain a total of thirty-six (36) Apartment Units.

The dimensions of the structures and the principal material of which it is constructed is set forth in Exhibit B-1.

D. The individual Apartment Units hereby established, which shall be individually conveyed, along with a statement of the location, approximate area, and the number of rooms each contains are set forth in Exhibit B 1-4, 7 and 8.



E. The total value of all property subject to this Declaration is Two Million Five Hundred Twenty-Seven Thousand One Hundred Fifty and 00/100 (\$2,527,150.00). The value of each Apartment Unit and the percentage of undivided interest in the common areas and facilities pertaining thereto and to its Owner for all purposes, including voting is set forth on Exhibit B 1-3. There may be no change in the percentage interests of the Apartment Owners in the undivided interest without the prior written approval of seventy-five percent (75%) of the institutional holders of a First Deed of Trust on all property subject to this Declaration and then only after compliance with AS 34.07.180 or its successors.

F. The Declarant, its successors and assigns, by this Declaration, and all future Owners of the Apartment Units by their acceptance of their Deeds covenant and agree as follows:

1. The Owner of the respective Apartment Space does not own the undecorated and unfinished surfaces of the perimeter walls, floors and ceilings surrounding the Space, the exterior walls or exterior surface of the perimeter walls, doors and roof surrounding each respective Apartment Space nor does said Owner own pipes, wires, conduits or other utility lines running through said respective Apartment Space in the walls, floors or ceilings thereof which are utilized for or serve more than one (1) Apartment Space, except as they are owned in common with the

other Owners of spaces heretofore provided. The Owner, however, does own the non-bearing walls and partitions which are completely contained within his Apartment Space.

2. The common areas and facilities shall remain undivided, and no Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the horizontal property regime.

3. Each individual Apartment Space shall remain undivided, and no Owner of an Apartment Space may partition or subdivide the Apartment Space without prior written approval from seventy-five percent (75%) of the voting membership in the Association, together with the written approval of the holder of a First Deed of Trust on the Apartment Space.

### ARTICLE III

#### OCCUPANCY:

A. The Apartment Spaces shall be occupied and used by the respective owners only as a private dwelling for the Owner, his family, tenants and social guests.

B. An Owner shall not interfere with the rights of other Owners, the Association, nor the Declarant, nor intentionally or unintentionally annoy any of such or any of the occupants of the subject property by unreasonable noise, offensive odors, improper neighborly conduct or otherwise;

each shall obey and comply with all public laws, ordinances, rules and regulations now or hereafter promulgated as provided for in this Declaration. No Owner shall do or allow to be done any act which causes, or threatens to cause, any damage or encroachment or disrepair to the subject property, community facilities, any residence building, or the residence site of any other Owner.

C. Each Owner shall keep the interior of his Apartment Space including all fixtures, appliances and appurtenances therein in good order and repair and shall not do or suffer anything to be done in such Apartment Space which may have a tendency to increase the rate of fire, casualty or any other insurance on any residence building or any other structure on the property or the contents thereof.

D. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the common area and facilities to the members of his family, his guests, tenants, or contract purchasers who reside on the property.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS:

A. Every Owner of an Apartment Unit shall be a member of Crow Hill Homeowners' Association. Membership shall be appurtenant to and may not be separated from ownership of any Apartment Unit which is subject to assessment.

B. The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all Owners with the exception of the Declarant and each shall be entitled to the number of votes for each Apartment Unit as is set forth on Exhibit "B 1-3". When more than one (1) person holds an interest in any Apartment Unit, all such persons shall be members. The vote for such Apartment Unit shall be exercised as they among themselves determine, but in no event shall more than the number of votes allocated to each Apartment Unit be cast with respect to any one Apartment Unit. The vote for any Owner which is held by more than one person may be exercised by any one of them, unless objection or protest is made by another of them prior to the completion of a vote, in which case the vote for such Owner shall not be counted.

Class B: The Class B member shall be the Declarant, and it shall be entitled to three (3) times as many votes per apartment as a Class A member for each Apartment Unit owned by it. The Class B membership shall cease and be converted to Class A membership at the earlier of either (i) when the total votes outstanding in the Class A membership for each phase equals the total votes outstanding in the Class B membership or (ii) two (2) years from the close of the sale of the first Apartment Unit for the phase of development in question.

Any person or entity qualifying as a member of more than one (1) voting class may exercise those votes to which he or it is entitled for each such class of membership. This procedure insures that control of the Homeowners' Association will become vested in the purchasers automatically upon the completion of transfer to Unit purchasers of title to Units representing 75% of the votes of all Unit Owners exclusive of the votes of Owners of Units within any further expansion of the project.

ARTICLE VASSOCIATION:

The Declarant, for each Apartment Unit owned within the properties, hereby covenants, and each Owner of any Apartment Unit by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed is deemed to covenant and agree as follows:

A. Every Owner of an Apartment Unit shall automatically, upon becoming an Owner, be a member of Crow Hill Homeowners' Association and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

B. The Association is a non-profit corporation organized under the laws of the State of Alaska, and has the rights and powers as set forth in its Articles of Incorporation and Bylaws, together with the general powers of a non-profit corporation, and it shall perform each and every duty required of it by this Declaration. Administration and management of the Property shall be through the corporation and laws controlling and guiding such corporation. Members of the Board of Directors must be Apartment Unit Owners.

C. The Owners covenant and agree that the administration of the property shall be in accordance with the provisions of this Declaration, the Articles and Bylaws of the corporation and such rules and regulations as are

adopted by the Association. These Declarations may be amended only upon the concurrence of sixty-seven percent (67%) of the voting membership in the Association. No amendment shall be effective until recorded in the Recorder's Office for the First Judicial District, State of Alaska, Juneau Recording District.

D. Each Owner, tenant or occupant of an Apartment Unit shall comply with the provisions of this Declaration, the Articles and Bylaws, decisions, rules and resolutions of the Association or its representatives as amended from time to time, and failure of compliance shall be grounds for an action to recover sums due for damages or for injunctive relief.

E. The Association shall maintain the common and limited common areas, regardless of the present or future encroachment upon an Apartment Unit and facilities, including the landscaping, parking areas, decks, drainage areas, the exterior walls (including roofs), the exterior bearing and Apartment separating walls, floors (but not floor coverings) and the foundations and structures of the Apartment buildings, together with all other property owned in common by the Owners of the Apartment Units. The Owners, however shall maintain their own individual Apartment Spaces. In furtherance of this obligation it is hereby declared to be an affirmative duty on the part of the Association to establish and maintain a capital account with

funds in an amount sufficient to maintain and repair the common and limited common areas, amounts for said fund to be obtained by regular installments rather than special assessments. The Association shall engage and pay for all labor and materials as may be reasonably necessary for maintenance of the property. The Association and such persons as may be engaged by the Association for maintenance purposes have the right to enter all commonly held property for the performance of maintenance, but they do not, except as noted below, have the right to enter an individual Apartment Space without the permission of the Owners of such Space. In the event emergency or other necessary repairs are needed within an Apartment, after notice to the Apartment Owner and request to make repairs, the Association shall have a reasonable right to enter upon the Apartment premises to effect such repairs. For all repairs of a non-emergency nature, entry shall be made only during normal business hours or some other time mutually convenient to the parties. The Apartment Owner shall be personally liable for the cost of all repairs to non-commonly owned property, and the Association shall have the right to file a lien in accordance with Article VII to secure the Owner's satisfaction of any costs incurred. Further, the Owners of Apartment Units A 10 and 11, B 10 and 11 and C 10 and 11; and A 2 and 3, B 2 and 3, and C 2 and 3, hereby acknowledge that their Apartment Spaces have access areas for the attic and crawl

spaces, respectively, located within each building and the Owners of the above Apartment Units hereby grant the Homeowners' Association representatives or agents reasonable access to the attics and crawl spaces for the purpose of repairing, replacing and or maintaining the common property.

F. In the event professional management for the property is retained, no determination by the Association to terminate the professional management of the Association shall be effective until the prior written consent of all institutional holders of a First Deed of Trust on the Apartment Units and common areas is obtained. Any management agreement shall provide for termination by either party without cause or payment of a termination fee on 60 days' written notice and shall be limited to a maximum term of three years.

G. The Association shall establish such committees as may be provided for in its Bylaws, and may engage a manager, secretaries, engineers, auditors, legal counsel and other employees or consultants as are reasonably necessary for the discharge of its duties hereunder. The expenses of committees, the salaries of a manager and other employees and the fees of consultants shall be established and paid for by the Association. The Association shall pay all other expenses necessary or incidental to the conduct of its business. All officers or employees handling funds of the Association shall be covered by fidelity bonding issued by



an insurance company licensed and doing business in the State of Alaska. The Association shall have an audit of its books and accounts performed every year by an appropriately licensed certified public accountant and such audit reports shall be made available to the membership and holders of a First Deed of Trust upon request.

H. The Association has the duty to enforce each and every provision of this Declaration, including the duty to commence and maintain actions to enjoin any breach or threatened breach of the provisions hereof and to pay all costs of any such action or other enforcement procedure.

I. The Association has the authority and duty to collect all taxes and assessments levied against the subject property except such taxes and assessments as are levied solely against an individual Apartment Space, which shall be paid for by such Owner.

J. The Association has the authority and duty to pay the water charges, unless individually metered, refuse collection charges and other charges for utilities required for the common benefit of all Owners.

K. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in Article IV, Paragraph B, of this Declaration are binding on all Owners of Apartment Spaces, their successors and assigns.

ARTICLE VI

LEASES:

With the exception of a lender in possession of an Apartment Unit following a default in a First Deed of Trust, a foreclosure proceeding on a Deed or other arrangement in lieu of foreclosure, the respective Apartment Units shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as (i) rental for any period less than thirty (30) days, or (ii) any rental if the lessees of the Apartment Space are provided customary hotel services, such as room service for food and beverages, maid service, bellboy service or laundry and linen service, nor shall less than the entire Apartment Unit be rented. With the foregoing exceptions, the Owner of the respective Apartment Unit has the absolute right to lease the same provided that the lease is made subject to the covenants and restrictions contained in the Declaration and further subject to the Bylaws of the Association and rules and regulations promulgated by said Association.

ARTICLE VII

ASSESSMENTS AND LIENS:

A. Each Owner shall pay to the Association monthly, in advance, on the first day of every calendar month, one-twelfth (1/12) of the annual assessment, which shall be established at the annual meeting of the Association for the operation of the Association and the operation,

maintenance, care, replacement and improvement of the property. Each Owner of a Unit shall be liable for the payment of the assessment charged against the Unit, including a pro rata portion of any taxes and assessments attributable to the common freehold estate, except that the Developer shall not be liable for payment of such assessments until sixty (60) days after the close of the sale of the first Unit within the property subjected to the Declaration.

From and after receipt of written notice to the Homeowners' Association of the sale of an Apartment Unit by the Seller of said Unit, no Owner shall be liable for the payment of any part of the annual assessment assessed against his Unit subsequent to a sale, transfer or other conveyance by him of such Unit. The amount of the annual assessment for a Unit shall be in proportion to each Unit's ownership in common elements. Each individual residence and Apartment Unit within the subject property is subject to a lien on behalf of the Association to secure the payment of the levied assessments. No Owner of an Apartment Unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of his Apartment Unit.

B. The Association may, from time to time, at regular meetings or at special meetings called upon due

notice, establish special assessments to be levied, in proportion to value, against each Apartment Unit for the operation of the Association and/or the operation, maintenance, care and improvement of subject property. In addition, the Association has the authority to establish and fix special assessments on any Apartment Unit to secure the liability of the Owner of such Apartment Unit to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach shall require an expenditure by the Association for repair or remedy. Any special assessment shall become a lien against each Apartment Unit in the same manner otherwise provided in this Article. Any special assessment is payable in full on the first day of the second calendar month next following the date that the assessment is established by the Association.

C. The Association has the sole authority to collect and enforce the collection of all general and special assessments provided for in this Declaration and may, in addition to such assessments, charge and assess costs (including reasonable attorneys' fees), penalties and interest for the late payment or nonpayment thereof. The Association has the sole authority to expend all monies collected from such assessments, costs, penalties and interest for the payment of expenses and costs in carrying out the duties, rights and powers of the Association.

D. All sums assessed by the Association for the share of common expenses chargeable to any Apartment Unit, which are delinquent, constitute a lien on such Apartment Unit prior to all other liens except (i) tax liens on the Apartment Unit in favor of any governmental unit, and (ii) all sums unpaid on the First Deed of Trust of record. In any action to foreclose for nonpayment of a common expense lien as set forth in Article VII, Paragraph G, the Owner of the Apartment Unit shall be required to pay a reasonable rental for the Apartment Unit for the period subsequent to the commencement of the action, and if so provided in the Bylaws, the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the rent. The manager, President or Board of Directors, acting on behalf of the Owners of the Apartment Units, shall have the power, unless prohibited herein, to bid on the Unit at a foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. In the event the Apartment Unit Owner has also breached his obligation with respect to the holder of a First Deed of Trust to the extent that it is also seeking recourse against the Apartment Unit Owner, then both entities shall cooperate in resolving the matter to their mutual benefit.

E. Ten (10) days after any general or special charge and assessment shall be due and payable, and unpaid or not otherwise satisfied, the same shall be and become delinquent, and shall so continue until the amount of said charge and assessment, together with all costs, penalties and interest as herein provided, have been fully paid or otherwise satisfied. The Association shall give the holder of the First Deed of Trust on the subject Apartment prompt written notice of any delinquency in the Apartment mortgagor's obligations not cured within ten (10) days.

F. At any time after any general or special charge and assessment against any Apartment Unit has become a lien and delinquent, the Association, by and through its Manager, President, Secretary or Board of Directors, may record a notice of delinquency as to such Apartment Space, which notice shall state therein the amount of such delinquency and that it is a lien, and the interest, costs (including attorneys' fees) and penalties which have accrued thereon, a description of the Apartment Unit against which the same has been assessed and the name of the record or reputed record Owner thereof. The notice shall be signed by an officer of the Association. Upon the payment or other satisfaction of said assessments, interest, penalties and costs in connection with which notice has been recorded, the Association shall record a further notice stating the satisfaction and the release of the lien thereof.

G. Each lien established pursuant to the provisions of this Declaration by the recording of a notice of delinquency as hereinabove provided, may be foreclosed in the same manner as is provided for the foreclosure of a Deed of Trust or mortgage upon real property by the laws of Alaska at the date of the commencement of such foreclosure action. In any action to foreclose any such lien the Association shall be entitled to costs, including reasonable attorneys' fees, and such penalties for delinquent charges and assessments as shall have been established by the Association.

H. Any subsequent Owner of any Apartment Unit purchased at foreclosure, or the holder of a First Deed of Trust lien who comes in possession of the Apartment Unit by virtue of a foreclosure, shall be bound by the restrictions, conditions, covenants, reservations, assessments and liens set out in this Declaration, not including, however, any assessment or lien arising prior to the foreclosure sale. Assessments and liens arising prior to sale are deemed to be common expenses or assessments collectable from all of the Apartment Owners, including such subsequent Owner, his successor and assigns.

I. In a voluntary conveyance of an Apartment Unit, the Grantee of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association against the latter for his share of the common

expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. Any Grantee is entitled to a statement from the manager, President or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the Grantor due the Association and such Grantee shall not be liable for, nor shall the Apartment Unit conveyed be subject to, a lien for any unpaid assessments made by the Association against the Owner in excess of the amount therein set forth.

#### ARTICLE VIII

##### INSURANCE:

A. The Association has the duty to purchase, carry and at all times maintain in force, insurance covering all of the subject property, the improvements thereon and appurtenant thereto, for the interest of the Association and of all Owners, their mortgagees and the Declarant, as their interests may appear, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location and use to the subject property. Such insurance shall include, but need not be limited to:

(1) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum



insurable replacement value, excluding foundation and excavation costs, as determined annually by the insurance carrier.

(2) Public liability and property damage insurance on a broad form basis.

(3) Fidelity bonds for all officers and employees of the Association having control over the receipt or disbursement of funds in such penal sums as shall be determined by the Association.

B. Proceeds of insurance shall be disbursed by the insurance carrier as follows:

(1) For any loss, damage, or destruction affecting individual Owners only, the proceeds shall be paid first to the institutional holders of any First Deed of Trust, with the remainder to the Owners, if any, of the Apartment Unit affected. There is an affirmative duty on the Owners and the institutional holders of a First Deed of Trust to utilize the insurance proceeds to restore their Apartment Units to approximately the same condition as before the loss, subject to the provisions of Article IX of this Declaration.

(2) For any loss, damage or destruction affecting commonly owned property, the proceeds shall be paid to the Association in trust, as trustee, for the benefit of any institutional holders of a First Deed of Trust of said commonly owned property, if any, with an

affirmative duty on the Association as trustee for any such institutional holders of a First Deed of Trust to rebuild or repair the damage to which said insurance proceeds relate, subject to the provisions of Article IX of this Declaration. Any balance from the proceeds of insurance paid to the Association, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of subject property.

C. If the insurance proceeds are insufficient to repair or replace any loss or damage which the Association is bound hereunder to repair or replace, the Association shall levy a special assessment as provided for in Article VII of this Declaration to cover the deficiency. If the insurance proceeds are insufficient to repair or replace any loss or damage for which an Owner is bound hereunder, such Owner shall, as his undivided responsibility, pay any excess costs of repair or replacement.

D. If at any time during said term the buildings of the project shall be substantially damaged or destroyed by any casualty not herein required to be insured against so that the repair, restoration or replacement of the buildings is impracticable, the Association, after written approval is obtained from a majority of the voting membership of the Association, and seventy-five percent (75%) of all holders of a First Deed of Trust on the Apartment Units shall termi-

nate the horizontal property regime and the Unit Owners shall collectively own the property as tenants in common.

E. Nothing contained herein affects the right of the Owner of an Apartment Space to obtain individual Apartment Space property insurance.

F. Insurance premiums for any blanket insurance coverage are a common expense to be paid by monthly assessments levied by the Association. Such payments shall be held in a separate escrow account of the Association and used solely for the payment of the blanket property insurance premiums as such premiums become due.

G. In the event of substantial damage to or destruction of any Unit or any part of the common elements, the Association shall furnish the institutional holder of any First Deed of Trust of a Unit, timely written notice of any such damage or destruction. For the purposes of this paragraph G, the term "substantial damage" shall mean damage to an Apartment Unit in excess of Three Thousand Dollars (\$3,000.00) and damage to the common areas and related facilities in excess of Ten Thousand Dollars (\$10,000.00).

#### ARTICLE IX

##### REPAIR AND RESTORATION:

A. Notwithstanding that the placing, carrying and maintaining in force of insurance against all loss, damage and destruction is provided for in this Declaration, the

Association shall have the affirmative obligation for repair and restoration as set forth in this Article.

B. Except as provided for in Paragraph G of this Article IX, should any Apartment Space or Spaces or any parts thereof, be damaged or destroyed by fire or other casualty or by intentional mischief, the Owners of the Apartment Spaces shall at their own costs and expense, repair and restore the same or cause the same to be repaired and restored substantially in accordance with the plans for the subject property on file.

C. Should any community facilities or any part or portion thereof, or any foundations or structure of a residence building, be damaged or destroyed by fire or other casualty or by intentional mischief, the Association shall be responsible for the cost and expense of repair and restoration, and the same shall be done substantially in accordance with the plans for the subject property on file.

D. The repair and restoration work referred to in this Article shall be commenced within sixty (60) days after the happening of the destruction or damage occasioning the same, time being of the essence, and once commenced the same shall be pursued diligently to completion; and should the same not be timely commenced, the Association may, by notice to the responsible party, elect to repair or restore the same or cause the same to be repaired or restored on behalf of and at the cost and expense of the responsible party or

parties, and in such event all insurance proceeds collected and any additional amount of cost and expense in excess thereof shall be forthwith paid over to the Association to be used by or to reimburse it for such repair or restoration. The Declarant shall be given forty-five (45) days' prior written notice of the time when repair or restoration is to commence so as to permit it ample opportunity to post a Notice of Nonresponsibility for Injuries or Damages resulting from the repair or restoration work.

E. All work of whatever nature on subject property when commenced shall be expeditiously completed. Neither the Association nor any Owner who or which performs any or causes any work to be performed, on subject property shall suffer or permit any mechanics', laborers', materialmen's, contractors', subcontractors' or other such or similar liens arising from any claim or demand howsoever the same may arise, to be enforced against subject property or any part or portion thereof but the Association or such Owner responsible for the work, as the case may be, shall pay, or cause to be paid all such liens, claims and demands before any action is brought to enforce the same against any part or portion of subject property; and the Association and each such Owner separately, jointly and severally, covenants to indemnify and keep all other Owners, including the Declarant if applicable, of the subject property free and harmless from all liability for any and all such liens, claims or

demands, together with all costs and expenses in connection therewith. The Association or any such Owner, as the case may be, shall, at its own expense, defend itself and other Owners against the same and shall pay and satisfy any adverse judgment that may be rendered before the enforcement thereof against any Owner of the subject property.

F. Neither the Association, nor any member thereof, shall be responsible or liable for any loss or damage whatsoever to any Owner or any person or persons whatsoever for any error or defect in any structure which may or may not be shown on any plans and specifications, or on any plat or portion thereof, nor for any work done in accordance with any such plans and specifications or plat, nor for any error or defect, nor for any act or omission in the creation or maintenance of drainage channels, diversions or facilities, nor in any instance whatsoever for developing or maintaining subject or adjoining property.

G. In the event the property subject to this enabling Declaration is totally or substantially damaged or destroyed, the method of repair or reconstruction or disposition of the property shall be determined by a majority of the voting membership in the Association. In the event the majority decision is not to rebuild, the prior written approval of all holders of First Deeds of Trust and the Declarant if still a participant in the Association, shall be obtained prior to the abandonment of the horizontal

property regime status of the project. After such approval is obtained, the Association, as agent for all Owners, is granted the power to sell the property in its condition existing at that time. The proceeds of sale together with any insurance proceeds, shall then be distributed to the Owners and their Mortgagees as their interests may appear.

ARTICLE X

CONDEMNATION AND TAKING BY EMINENT DOMAIN:

A. In the event any federal, state, local or other governmental entity commences either condemnation proceedings against the property subject to this Declaration or a taking thereof by eminent domain, the first mortgagees of all subject property and the Declarant if still a participant in the Association, shall be given written notice by the Association of such proceedings within ten (10) days of the Association being so notified. The Association and holders of the First Deeds of Trust shall then cooperate with each other to secure a result most beneficial for the property so condemned or taken and parties so concerned. All costs incurred, including attorneys' fees for contesting or otherwise reacting to either the condemnation or taking proceedings, so long as the parties hereto are not in conflict as to the disposition of the proceeds, shall be paid by the Association.

B. Proceeds received from either the condemnation or taking proceeding shall be distributed as follows:

(1) For any condemnation or taking affecting individual Owners only, the proceeds shall be paid first to the holders of a First Deed of Trust of the Unit so affected and the remainder, if any, shall be distributed to the Apartment Owner.

(2) For any condemnation or taking affecting commonly owned property or the property subject to this Declaration as a whole, the proceeds shall be paid ratably first to the holders of the First Deed of Trust on the said property and then to the Association or Apartment Owners, as appropriate.

#### ARTICLE XI

##### EASEMENTS:

A. There are hereby specifically reserved for the benefit of the Association, for the Apartment Unit Owners in common and for each Owner individually, as their respective interests shall appear, the easements, reciprocal negative easements, secondary easements and rights-of-way as particularly identified in this Article.

B. There is reserved for the benefit of each Apartment Space as dominant tenement an easement for utility services over, under, around and through the subject property and each other Apartment Space, jointly as the servient tenement.

C. There is reserved for the benefit of each Apartment Space as dominant tenement, an easement for



encroachment, occupancy and use of such portion of the subject property and each other Apartment Space, jointly as the servient tenement, as shall be encroached upon, used and occupied by the Owner of the dominant tenement as a result of any accretion, erosion, addition, subsidence, landslide or collapse, deterioration, decay, construction errors, movement or subsidence of residence building or structure or any portion thereof. The easement of encroachment may be cured by repair and restoration of a structure as provided in Article VII of this Declaration.

D. The Owners of the respective Apartment Spaces agree that if any portion of the common areas and facilities encroach upon the Apartment Spaces, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure is partially or totally destroyed, and then rebuilt, the Owners of Apartment Spaces agree that minor encroachment of parts of the common areas and facilities due to construction shall be permitted and that valid easements for said encroachment and the maintenance thereof shall exist.

E. There is reserved to the Association as an easement in gross of which the subject property and all Apartment Spaces shall be jointly the servient tenement, an easement of entry and of access for the installation and maintenance of utility lines, utility meter boxes, land-

scaping and community facilities as defined in this Declaration, and for the performance generally of its rights and duties as provided in this Declaration.

ARTICLE XII

MISCELLANEOUS:

A. A certificate of the Secretary of the Association or, in his absence, of any two (2) members of the Board of Directors of the Association is conclusive proof of all matters contained in the certificate when the certificate relates to acts of the Association, its Board of Directors or any committee or agent of the Association and the certificate is prepared for or delivered to any title insurer or land abstractor for use in a search, in preparing an abstract or in insuring title in any Apartment Unit or interest therein, or lien thereupon.

B. The failure of any Apartment Owner to comply with the provisions of the Declaration, Bylaws and any Articles of Incorporation or equivalent document will give rise to a cause of action in the Homeowners' Association and any aggrieved Unit Owner, as applicable, for the recovery of damages, or for injunctive relief, or both.

C. The provisions of this Declaration are minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the Owners of said property. It is not the intent of this Declaration to interfere with any provisions of law or

ordinance or any rules, regulations or permits previously adopted or issued or which may be adopted or issued pursuant to law relating to the use of buildings or premises; nor is it the intent of this Declaration to interfere with or abrogate or annul easements, covenants or other agreements, between parties, provided however, that where this Declaration imposes a greater restriction upon the use or occupancy of any Apartment Unit or upon the construction of buildings or structures, or in connection with any other matters than are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits or by such easements, covenants and agreements, then in that case the provisions of this Declaration shall control.

D. All of said restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together but if it shall at any time be held that any one (1) or more of such restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, is invalid or for any reason becomes unenforceable, no other restriction, condition, covenant, reservation, lien or charge, or any part thereof, shall be thereby affected or impaired.

E. Any and all rights and powers of the Declarant provided in this Declaration and any modification or amendment thereof, may be delegated, transferred, assigned, conveyed or released by the Declarant to the Association,

and the Association shall accept the same upon the recording of a notice thereof, and the same shall be effective for the period and to the extent stated therein.

F. The failure by the Association, Declarant, any Apartment Unit Owner or any other person to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which said property or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

G. Larry A. Spencer, President of New Treadwell Associates, Inc., 2806 John Street, P. O. Box 676, Juneau, Alaska 99802, is hereby designated as the person to receive service of process in the cases provided in AS 34.07.

H. Any modifications, repeal or amendments to this Declaration shall be by written instrument, executed by the Association according to law and the Articles and Bylaws of the Association. No modification, repeal or amendment is effective or binding on any party or on any property subject thereof until recorded.

I. So long as the Declarant, its successors and assigns, own one (1) or more of the Units established and described herein, said Declarant, its successors and assigns shall be subject to the provisions of this Declaration and said Declarant covenants to take no action which would

adversely affect the rights of the Association, by reason of the establishment of the horizontal property regime.

J. Any institutional holder of a First Deed of Trust on an Apartment Unit of the property subject to this Declaration will, upon request, be entitled to: (i) inspect the books and records of the Association during normal business hours; (ii) receive the annual financial statement of the Association which was audited by a certified public accountant within ninety (90) days following the end of any fiscal year of the Association; and (iii) written notice of all meetings of the Homeowners' Association and be permitted to designate a representative to attend all such meetings.

K. The Declarant hereby warrants that for a period of one (1) year from the date this Declaration is recorded, it will indemnify the Association for all sums expended in the repair of latent defects to the common areas of the property subject to this Declaration.

L. In furtherance of the requirement expressed in Article II Paragraph E hereof that there shall be no change in the percentage interest of the Apartment Unit Owners in the undivided interest without the prior written approval of seventy-five percent (75%) of all institutional holders of a First Deed of Trust on the property subject to this Declaration, there shall be no change in the pro rata interest or obligations of an Apartment Owner for the purpose of levying assessments or charges or allocating

distributions of insurance proceeds or condemnation awards without the prior written approval of the holders of a First Deed of Trust on all property subject to this Declaration. This paragraph is to be read in conjunction with AS 34.07.180, Alteration of Common Areas and Facilities Ownership, which requires that the Board of Directors for the Homeowners' Association periodically reappraise the value of the Apartments and their interest in the common areas and facilities. With regards to adding additional property to the horizontal property regime, the above to the contrary notwithstanding:

1. The Developer shall have the right at its sole option, at any time but not later than seven (7) years from the recording of the original Declaration, to amend this Declaration and the Horizontal Property Regime created thereby by adding units and common areas located on the tracts of land (or any portion thereof) described as follows:

PHASE II:

Tract E1 Crow Hill Subdivision, USMS 341A,  
City and Borough of Juneau, Alaska.

PHASE III:

Tract E2 Crow Hill Subdivision, USMS 341A,  
City and Borough of Juneau, Alaska.

Should such other phase be established, it shall be expressly subject to these Declarations as well as the Bylaws of the owners association provided for herein as from time to time amended.

Declarant expects to establish the subsequent phase, but is not required to do so. If the land described as Phase II or Phase III is not used to establish a further phase of this project, then it may be used for any other lawful purpose at any time at the discretion of the Declarant, its successors or assigns (including, without limitation, the submission of such property to the Horizontal Property Regime Act as a separate project from the one herein) and nothing contained herein shall be deemed to place any restriction on such Phase II or Phase III property unless and until it is submitted to the Horizontal Property Regime Act by amendment or addendum hereto.

Access over and across the property described as Phase I and any other phase subsequently established is reserved to Declarant or Declarant's successors or assigns over the easements, roadways, and utility lines specified or in any way established in and for such phases and the right to connect to each and both of them is also reserved. Such reservations are for the purpose either of completing and establishing subsequent phases or of otherwise developing portions of the land not utilized in completing a condominium phase or for the development of contiguous or other lands belonging to Declarant, its successors, or assigns for the other purposes.

If the land described for Phase II or Phase III is used to establish a condominium phase, then all the land

described for Phases I, II and III shall constitute the "project" and shall be administered together as one fully-operational condominium.

In altering the "project" to create the additional units and common areas, the Declarant may, without the joinder or consent of any persons having an interest in the existing units, amend this Declaration to (i) create the additional apartment units and common areas, (ii) decrease the common interests appurtenant to each apartment unit existing prior to the amendment so that after the amendment each apartment unit shall have appurtenant to it an interest in the common elements as calculated according to the formula set forth in Section 2 below, (iii) add, withdraw, realign and grant utility easements over, under across and upon the common areas and limited common areas, including but not limited to easements and/or rights-of-way for electric, gas or telephone services, water, sewer and storm pipelines, refuse disposal, driveways, parking areas and roadways provided that such easements or rights-of-way do not materially impair the use of any existing unit or its appurtenant interest in the common areas, and (iv) re-arrange or provide for or add additional parking spaces on the common areas which may be additional limited common elements appurtenant to apartment units, including the elimination of existing lots lines. The alteration shall not



require the alteration or demolition of any existing unit. Existing buildings or improvements on the common areas shall not be demolished or diminished.

Such amended Declarations may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. Further buildings and improvements as well as common areas and limited common areas shall be comparable or superior in style, quality, size and cost to those established in Phase I. The total number of Units in Phase II and Phase III will not exceed fifty-two (52) and the value of each unit shall not exceed Ninety-Five Thousand Dollars (\$95,000.00) for voting and common area ownership purposes.

The amendments and additions authorized under this article shall be made effective by filing or recording the amendment to this Declaration with respect to the project as expanded which shall extend the Horizontal Property Regime to the additional property and the owners thereof. Such additional property shall be subject to the Bylaws at the time of such filing and as from time to time amended. Any institutional lender, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, Alaska Housing Finance Corporation or the Veterans'

Administration, shall be entitled to review and approve all documents relating to the establishment of Phase II or Phase III to assure those institutions that such phase is completed and properly constituted.

Until such time as all construction in all phases is complete and all units sold, Declarant shall have the right to use any common areas and facilities for the purpose of showing and sales, and to display signs and advertising as deemed required by Declarant, notwithstanding the provisions of Article II.

2. In the event phases other than Phase I become part of this condominium the percentage of undivided interest and vote for all units shall be determined by the following formula: The Declarant shall determine the unit value for all units within the subsequent phase (units shall be substantially the same in all phases and shall be valued substantially the same in relationship to each) by using existing valuations for units in prior phases as the standards to which shall be added the total value of all units previously within the condominium as set forth in the Declaration at the time of amendment. (The total value of all units within the condominium shall be divided into each unit value and the quotient x 100 shall equal the percentage of undivided interest and vote for such unit.) The values established for units within subsequent phases shall be scheduled to establish the percentages required by Chapter

34.07 AS, and shall not reflect necessarily the amount for which a unit will be sold from time to tome by Declarant or others.

3. Any Purchaser of an Apartment Unit, either by executing a Purchase and Sale Agreement with the Developer, or by purchasing a unit from any third person, upon becoming an Owner, subscribes to the terms of this Declaration and grants the Developer or its assigns a special power of attorney for the purpose of submitting additional property to the jurisdiction of this Declaration.

M. The Homeowners' Association hereby covenants and agrees to provide all first mortgagees written notice of any loss to, or taking of, the common elements if such loss or taking exceeds \$10,000 or damage to an Apartment Unit covered by a mortgage exceeds \$3,000.



STATE OF ALASKA )  
 : ss.  
FIRST JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 23rd day of March, 1983 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared LARRY SPENCER, the Vice-President of B. C. D. CONSTRUCTION, INC., an Alaska corporation, to me known and known to me to be the person he represents himself to be and the same identical person who executed the above and foregoing DECLARATION on behalf of B. C. D. CONSTRUCTION, INC., and who acknowledged to me that he had full power and authority to and did execute the above and foregoing as a free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day, month  
and year herein first above written.

Elisabeth Erbes  
Notary Public; State of Alaska  
My commission expires: 3/8/86



EXHIBIT A FOR AMENDED AND RESTRICTED DECLARATION OF  
CROW HILL RESIDENTIAL CONDOMINIUMS

Tract C, a fraction of U.S.M.S. 341A as shown on  
Plat 82-48, Plat 82-106, and Plat 83- 44 ,  
filed with the Office of the Recorder for the  
Juneau Recording District, First Judicial District,  
State of Alaska.

## EXHIBIT B-1

EXHIBIT B OF AMENDED AND RESTATED DECLARATION FOR  
CROW HILL RESIDENTIAL CONDOMINIUM APARTMENTS

Each building within the project will have a poured concrete foundation with wood frame construction.

<u>PHASE I BUILDINGS</u>	<u>FOUNDATION DIMENSION</u>	<u>NOS UNITS</u>
A	92 x 34	12
B	92 x 34	12
C	92 x 34	12
		<hr/> 36

<u>UNIT</u>	<u>APPROX. AREA IN SQ. FEET</u>	<u>NO. OF ROOMS</u>	<u>PRICE/VALUE</u>	<u>PROPORTIONATE INTEREST IN COMMON AREA &amp; VOTING INTEREST PHASE I</u>
A 1	586.5	4	61,000	2.4138
A 2	586.5	4	61,000	2.4138
A 3	586.5	4	61,000	2.4138
A 4	586.5	4	61,000	2.4138
A 5	782	5	74,100	2.9322
A 6	782	5	71,600	2.8332
A 7	782	5	74,100	2.9322
A 8	782	5	74,100	2.9322
A 9	782	5	72,600	2.8728
A 10	782	5	75,750	2.9974
A 11	782	5	72,600	2.8728
A 12	782	5	75,750	2.9974

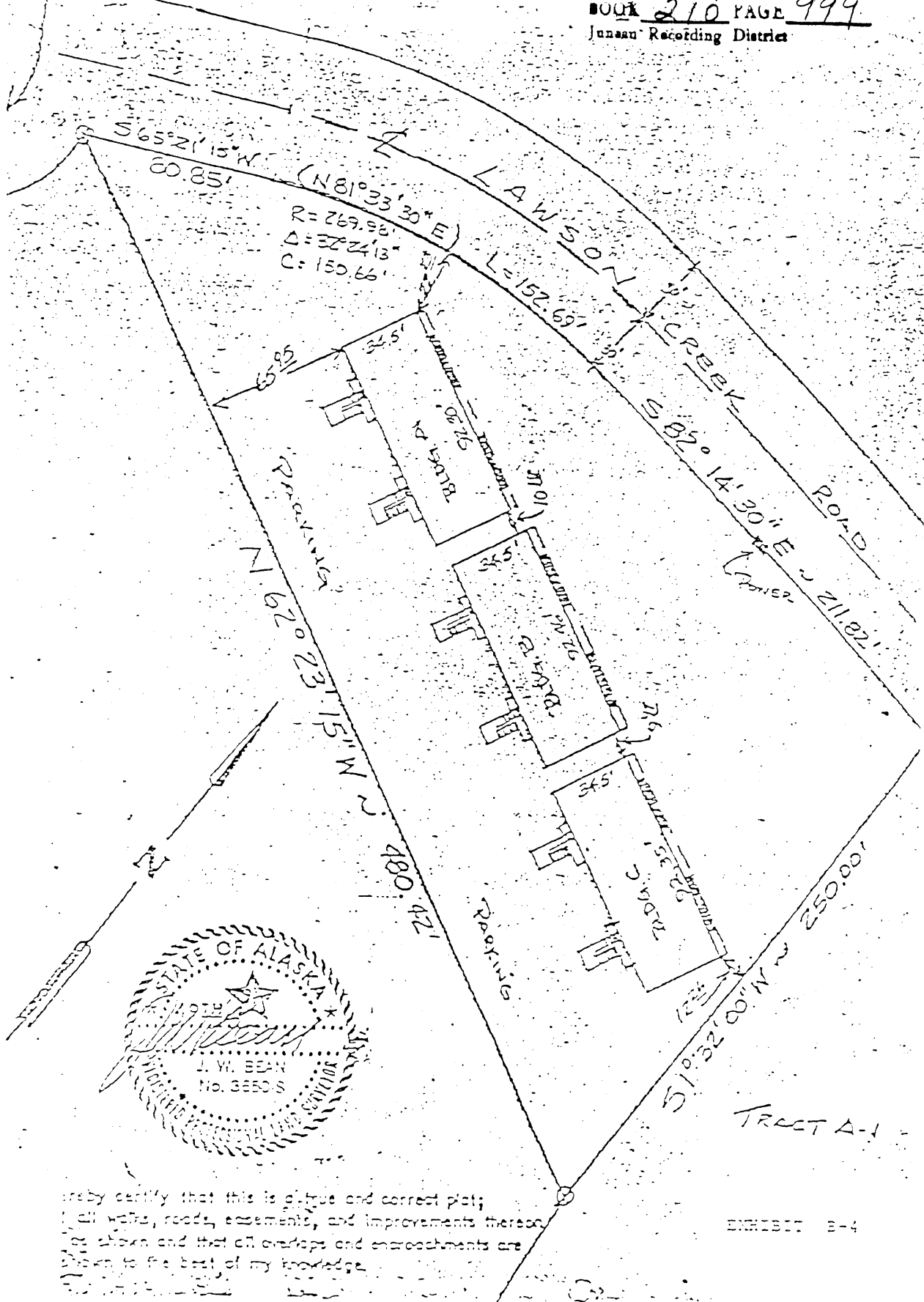
## EXHIBIT B-2

UNIT	APPROX. AREA IN SQ. FEET	NO. OF ROOMS	PRICE/VALUE	PROPORTIONATE INTEREST IN COMMON AREA & VOTING INTEREST PHASE I
B 1	586.5	4	63,250	2.5028
B 2	586.5	4	61,000	2.4138
B 3	586.5	4	61,000	2.4138
B 4	586.5	4	61,000	2.4138
B 5	782	5	74,100	2.9322
B 6	782	5	74,100	2.9322
B 7	782	5	71,600	2.8332
B 8	782	5	74,100	2.9322
B 9	782	5	72,600	2.8728
B 10	782	5	72,600	2.8728
B 11	782	5	72,600	2.8728
B 12	782	5	72,600	2.8728



## EXHIBIT B-3

UNIT	APPROX. AREA IN SQ. FEET	NO. OF ROOMS	PRICE/VALUE	PROPORTIONATE INTEREST IN COMMON AREA & VOTING INTEREST PHASE I
C 1	782	5	70,600	2.7936
C 2	782	5	67,000	2.6512
C 3	782	5	67,000	2.6512
C 4	782	5	70,600	2.7936
C 5	782	5	71,600	2.8332
C 6	782	5	71,600	2.8332
C 7	782	5	74,100	2.9322
C 8	782	5	74,100	2.9322
C 9	782	5	75,100	2.9717
C 10	782	5	72,600	2.8728
C 11	782	5	72,600	2.8728
C 12	782	5	75,100	2.9717



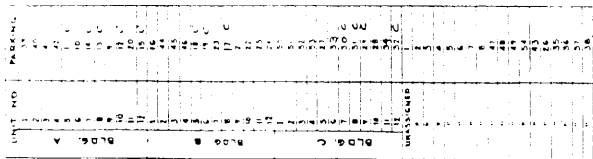
I hereby certify that this is a true and correct plat;  
all rights, roads, easements, and improvements thereon  
are shown and that all overlaps and encroachments are  
shown to the best of my knowledge.

SECRET 3-4

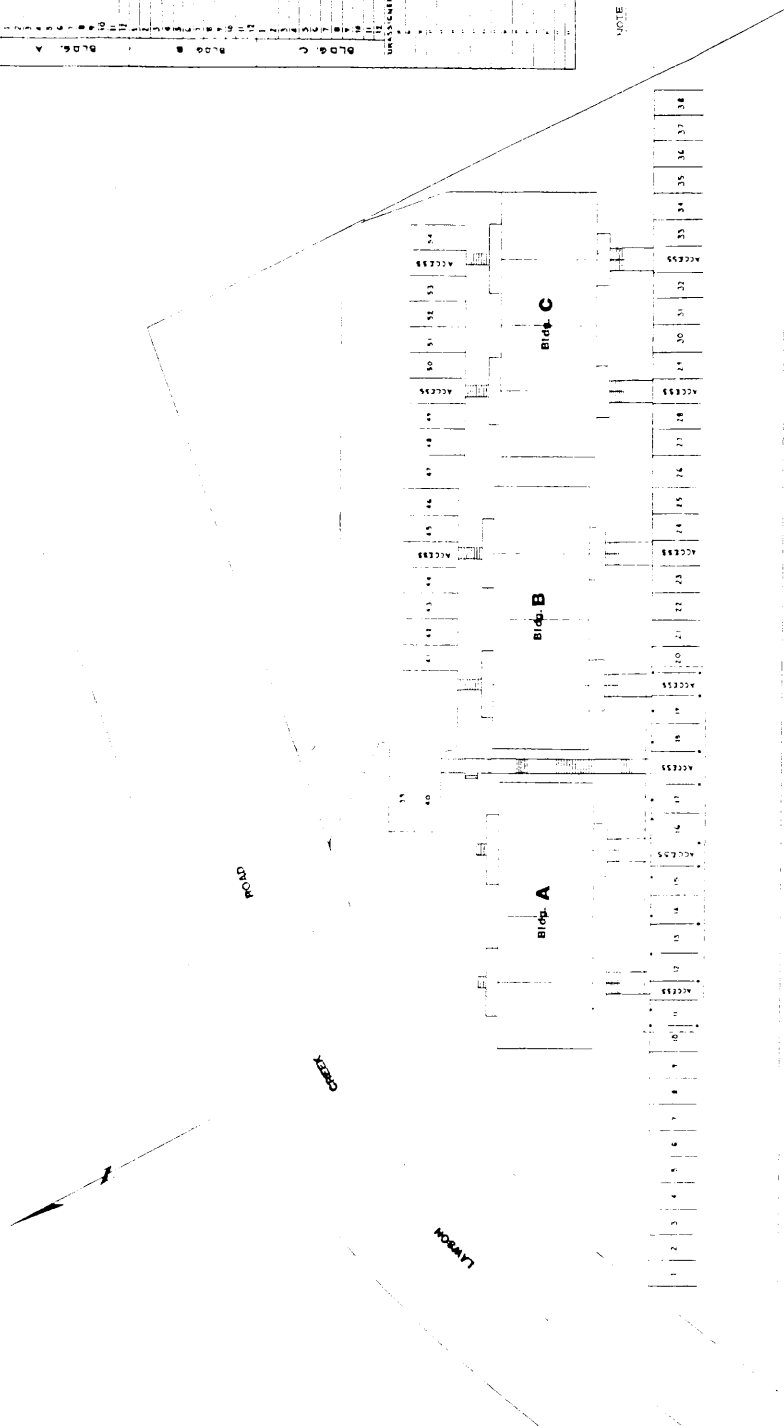
THE END

AS BOLT SURVEY OF

100-100,000



1. WADSWORTH, S. 2003. 2. BLOOM


$$\text{Scale } 1^{\circ} = 20'$$

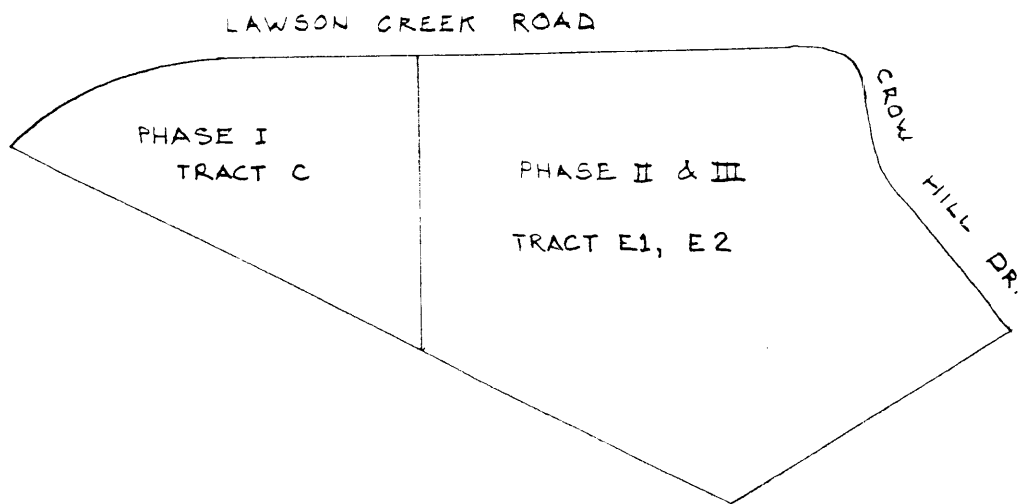
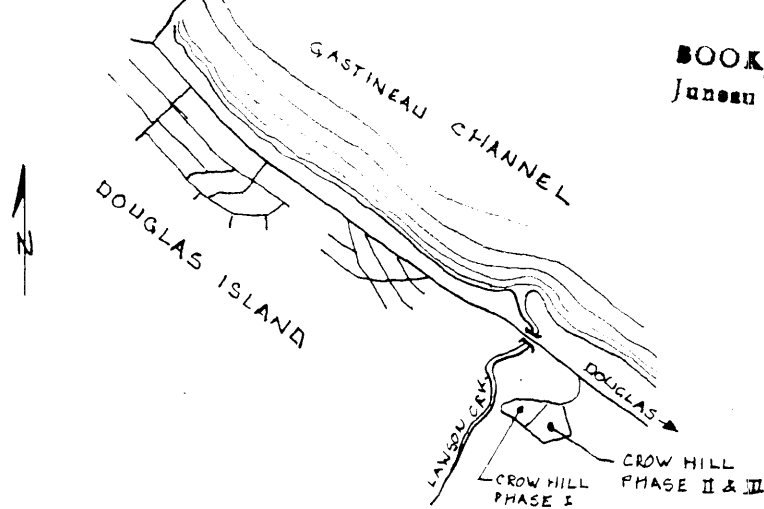
ALASKA BUILDING CONSULTANTS, INC. JONAS, ALASKA

**CROW HILL CONDOMINIUMS  
PHASE 1  
PARKING**

EXHIBIT B-5



of 1 346



CROW HILL CONDOMINIUMS

LOCATION DIAGRAM

NOT TO SCALE

EXHIBIT B-6

## EXHIBIT B-7

STATEMENT OF LOCATION

BLDG -

UNIT   LOCATION

A-1   1st Floor, NE Corner  
A-2   1st Floor, next to A-1  
A-3   1st Floor, next to A-2  
          and A-4  
A-4   1st Floor, NW Corner  
A-5   2nd Floor, over A-1  
A-6   2nd Floor, over A-2  
A-7   2nd Floor, over A-3  
A-8   2nd Floor, over A-4  
A-9   3rd Floor, over A-5  
A-10   3rd Floor, over A-6  
A-11   3rd Floor, over A-7  
A-12   3rd Floor, over A-8

BLDG -

UNIT   LOCATION

B-1   1st Floor, NE Corner  
B-2   1st Floor, next to B-1  
B-3   1st Floor, next to B-2  
          and B-4  
B-4   1st Floor, NW Corner  
B-5   2nd Floor, over B-1  
B-6   2nd Floor, over B-2  
B-7   2nd Floor, over B-3  
B-8   2nd Floor, over B-4  
B-9   3rd Floor, over B-5  
B-10   3rd Floor, over B-6  
B-11   3rd Floor, over B-7  
B-12   3rd Floor, over B-8

C-1   1st Floor, NE Corner  
C-2   1st Floor, next to C-1  
C-3   1st Floor, next to C-2  
          and C-4  
C-4   1st Floor, NW Corner

EXHIBIT B-8

STATEMENT OF LOCATION (CONT.)

BLDG

UNIT   LOCATION

C-5   2nd Floor, over C-1  
C-6   2nd Floor, over C-2  
C-7   2nd Floor, over C-3  
C-8   2nd Floor, over C-4  
C-9   3rd Floor, over C-5  
C-10   3rd Floor, over C-6  
C-11   3rd Floor, over C-7  
C-12   3rd Floor, over C-8

## EXHIBIT B-9

IRREVOCABLE SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned persons denominated "principal or purchasers" for themselves, their successors, assigns, or personal representatives, hereby grant to NEW TREADWELL ASSOCIATES, INC. an Alaskan corporation and B. C. D. CONSTRUCTION, INC., an Alaskan corporation of P. O. Box 676, Juneau, Alaska 99802, denominated "seller or attorney", the following Special Power of Attorney relating to the following described real property or portions thereof which power is acknowledged to be coupled with an interest and irrevocable:

PHASE I

Tract C, a fraction of U. S. M. S. 341A, as shown on Plat 82-48 and Plat 82-106 filed with the Office of the Recorder for the Juneau Recording District, First Judicial District, State of Alaska.

PHASE II

Tract E-1, a fraction of U. S. M. S. 341-A, as shown on Plat 83-\_\_\_ and Plat 83-\_\_\_, filed with the Office of the Recorder for the Juneau Recording District, First Judicial District, State of Alaska.

PHASE III

Tract E-2, a fraction of U. S. M. S. 341-A, as shown on Plat 83-\_\_\_ and Plat 83-\_\_\_, filed with the Office of the Recorder for the Juneau Recording District, First Judicial District, State of Alaska.

Authority Granted

The principal grants to said attorney the power to complete the buildings on the real property for Phase II of Crow Hill Residential Condominium Apartments and to add such buildings and the units contained therein to the horizontal property regime already established as Phase I and to file an amendment to the above-referenced Declaration under the sole signature of any of the officers from each corporation which constitutes the Declarant, or such other parties as it elects to have sign the same containing an as built certification of the structures and units on the real property to be added in Phase II of such

horizontal property regime. In addition, the attorney is authorized to file an amended survey map and floor plans and amend the percentage of undivided interest and vote pursuant to the formula set forth in the Declaration, signed in the same manner detailing as required by law the additional units added in Phase II. The attorney is further empowered to make any changes in documents of this horizontal property regime project which may be required by the the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Alaska Housing Finance Corporation, or Veterans Administration or Institutional Lenders supplying construction or permanent financing for the project or part of it. The power to vote above provided for shall include, but is not limited to, all voting necessary to accomplish amendments to the Declaration reasonably necessary to accomplish the establishment of Phase II. The principal acknowledges that by according its attorney this power, principal is granting its said attorney powers to effect changes of percentages of interest for Crow Hill Residential Condominium Apartments which can decrease the relative interest of the undersigned principal.

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 1983.

\_\_\_\_\_  
(Principal-Purchaser)

\_\_\_\_\_  
(Principal-Purchaser)

STATE OF ALASKA )  
: SS.  
FIRST JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 1983, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared \_\_\_\_\_ and



\_\_\_\_\_ to me known and known to me to be the person(s) \_\_\_\_\_ represent(s) \_\_\_\_\_ to be, and the same identical person(s) who executed the above and foregoing IRREVOCABLE SPECIAL POWER OF ATTORNEY, and who acknowledged to me that \_\_\_\_\_ did execute the above and foregoing as a free and voluntary act for the uses and purposes therein mentioned.

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

\_\_\_\_\_  
Notary Public, State of Alaska  
My commission expires: \_\_\_\_\_

83-002289

17900  
~~RECORDED-FILED~~  
JUNEAU REC.  
DISTRICT

MAR 29 1 56 PM '83

WITNESSED BY Robertson, Monagle,  
GASTAUGH ✓ BRADLEY  
ADDRESS BOX 1211 JUNEAU 99802

FIRST AMENDMENT TO DECLARATION

The Declaration executed on November 1, 1982, by New Treadwell Associates, Inc., an Alaska corporation and B.C.D. Construction, Inc., an Alaska corporation, operating as a joint venture, and recorded on November 2, 1982, in Book 203, beginning at Page 612, Receiving No. 82-007644 of the Juneau Recording District, First Judicial District, State of Alaska, shall be and is hereby amended in accordance with Title 34, Chapter 07 of the Alaska Statutes as follows:

The first sentence of paragraph XII(M) is hereby amended to read as follows:

"The Homeowners' Association hereby covenants and agrees to provide all first mortgagees written notice of any loss to, or taking of, the common elements if such loss or taking exceeds \$10,000 or damage to an Apartment Unit covered by a mortgage exceeds \$3,000."

The Declaration is hereby ratified and reconfirmed in all other respects.

DATED this 1 day of December, 1982.

NEW TREADWELL ASSOCIATES, INC.

By Larry Spencer  
Its President

B.C.D. CONSTRUCTION, INC.

By Larry Spencer  
Its President

STATE OF ALASKA

FIRST JUDICIAL DISTRICT

)  
:  
) ss.

THIS IS TO CERTIFY that on this 1st day of December, 1982, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Larry Spencer, the President of NEW TREADWELL ASSOCIATES, INC., an Alaska corporation, to me known and known to me to be the person he represents himself to be and the

same identical person who executed the above and foregoing instrument on behalf of New Treadwell Associates, Inc. and who acknowledged to me that he had full power and authority to and did execute the above and foregoing as a free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day, month and year herein first above written.

Harold E. Shum Jr.  
Notary Public; State of Alaska  
My commission expires: 12-26-82

STATE OF ALASKA

)

: SS.

FIRST JUDICIAL DISTRICT

)

THIS IS TO CERTIFY that on this 1st day of December, 1982, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Sharon Denton, the President of B.C.D. CONSTRUCTION, INC., an Alaska corporation, to me known and known to me to be the person she represents herself to be and the same identical person who executed the above and foregoing instrument on behalf of B.C.D. Construction, Inc. and who acknowledged to me that she had full power and authority to and did execute the above and foregoing as a free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day, month and year herein first above written.

82-008375

11.00  
RECORDED-FILED  
JUNEAU REC.  
DISTRICT

DEC 1 4 23 PM '82  
REQUESTED BY Robertson, et al  
Box 1211  
ADDRESS Juneau 99802

Harold E. Shum Jr.  
Notary Public; State of Alaska  
My commission expires: 12-26-82



DECLARATION

THIS DECLARATION, made on the date hereinafter set forth by NEW TREADWELL ASSOCIATES, INC., an Alaskan Corporation ~~and B.C.D. CONSTRUCTION, INC.~~ B.C.D. and ~~BRUCE DENTON, INC.~~, an Alaskan Corporation operating as a joint venture of P. O. Box 676, Juneau, Alaska 99802, hereinafter referred to as Declarant.

W I T N E S S E T H:

WHEREAS, the Declarant is the Owner of certain real property located within the City and Borough of Juneau, State of Alaska, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, Declarant is the developer of the real property hereinafter subjected to AS 34.07.010 et seq. and is intending to create thereon common facilities and multi-family structures containing thirty-six (36) residential units to be known as CROW HILL RESIDENTIAL CONDOMINIUMS as hereinafter defined; and

WHEREAS, Declarant, pursuant to the provisions of Alaska Statutes Title 34, Chapter 07, and for the purpose of submitting the real property to the provisions of that chapter and developing a horizontal property regime, hereby establishes by this Declaration a plan for the individual ownership of the real property in estates consisting of the area or space contained in each of the Apartment Units in said multi-family structure and the co-ownership by the

individual Apartment Unit Owners, as tenants in common, of all the remaining real property;

NOW THEREFORE, Declarant hereby declares that all of the property described in Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value 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 properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

#### ARTICLE I

##### DEFINITIONS:

A. "Apartment Space" shall mean by way of description and not limitation, the area or space contained within the perimeter walls, ceilings and floors of each of the thirty-six (36) Apartment Units as shown on the plan filed simultaneously with the recording of this Declaration and as hereinafter described.

B. "Apartment Unit" shall mean and refer to the Apartment Space and limited common area designated for the exclusive or semi-exclusive use of each Apartment Space.

C. "Association" shall mean and refer to CROW HILL HOMEOWNER'S ASSOCIATION, INC., a non-profit corporation, its successors and assigns.

D. "Common area" shall mean all real property owned by all the Owners of the Apartments as tenants in common for the common use and enjoyment of the Owners specifically excepting therefrom the Apartment Units.

E. "Declarant" shall mean and refer to NEW TREADWELL ASSOCIATES, INC., and ~~BRUCE DENTON~~, INC., a joint venture, its successors and assigns.

F. "Declaration" or "plans on file." Whenever the Declaration or plans on file for Crow Hill Residential Condominium Apartments are referred to herein the reference shall be to the Declaration and plans, and any amendments thereto, then recorded or filed, respectively, with the Recorder for the Juneau Recording District, First Judicial District, State of Alaska.

G. "Developer" shall mean NEW TREADWELL ASSOCIATES, INC., and ~~BRUCE DENTON~~, INC., a joint venture.

H. "Holders of a First Deed of Trust" shall mean an institutional lender who holds the first deed of trust and the seller under a contract of sale wherein the buyer is making periodic payments to the seller through a contract collection account with the buyer to receive title to the property after all required payments, including principal, interest, penalties and other charges incurred by the seller

in securing performance by the buyer, including reasonable attorney's fees, have been made, which is a mortgage as defined herein at Article I, Paragraph L, used for said purpose on an Apartment Unit and who has notified the Association in writing of its holdings.

I. "Institutional Lender" shall mean and refer to one or more commercial banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds or business trusts, including but not limited to real estate investment trusts, or any other lender regularly engaged in financing the purchase, construction or improvement of real estate or any assignee of loans made by such a lender or any private or governmental institution which has insured the loan of such a lender or any combination of any of the foregoing entities. The term shall also mean and include the seller named in a contract of sale of the type set forth in Article I, Paragraph H hereof.

J. "Limited common areas and facilities" shall mean those common areas and facilities designated in this recorded Declaration, as reserved for the use of a certain Apartment Owner or Apartment Owners to the exclusion of the other Apartment Owners.

K. "Member" shall mean and refer to a member of the Association as provided for in its Articles and Bylaws.



L. "Mortgage" shall mean and include a document, commonly known as a "deed of trust" in Alaska or a contract of sale as described in Article I, Paragraph H, evidencing an encumbrance on an Apartment Unit resulting from the lending of money or other item of value by a mortgage deed of trust beneficiary or seller to an apartment owner most commonly for the purpose of purchasing an Apartment Unit.

M. "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of an Apartment Unit together with its undivided interest which is a part of the property and project, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation unless they are in possession of the Apartment Unit as a result of a breach of the terms and conditions of the Deed of Trust or Contract of Sale.

N. "Project" shall mean and refer to the property and all structures and other improvements thereon or to be built thereon.

O. "Property" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and this Declaration pursuant to Article V hereof.

ARTICLE II

DEFINITION OF ESTATES:

A. Declarant, in order to establish a plan of residential condominium apartment ownership for the above-described project, hereby covenants and agrees that it hereby divides said real property into the following separate estates:

1. Thirty-six (36) separately designated and legally described freehold estates each consisting of an Apartment Unit as shown on the plat and plans hereinafter incorporated, each Unit being the area and space contained within the perimeter walls of each of the thirty-six (36) Apartment Spaces and the exclusive use thereof and the semi-exclusive right to the use of the limited common areas described in Paragraph 2(b) of this Article.

2. a. One (1) freehold estate consisting of the remaining portion of the real property described and referred to herein as the "common areas and facilities", which definition includes the multi-family structure and the property on which it is located and specifically includes, but is not limited to, the items listed in AS 34.07.450(6), the land, foundation, roofs, perimeter, exterior and main bearing walls, slabs, pillars, posts, separately designated but Association controlled utility rooms, storage areas, driveways, trees, bushes, grass, landscaping, pavement,

wells, pipes, wires, conduits or other utility lines, wherever located, except the outlets thereof when located within the Apartment Spaces.

b. With regard to the freehold estate above-described in Paragraph 2(a) certain limited common areas will be reserved for the exclusive or semi-exclusive use of each Owner of an Apartment Unit according to the terms and conditions that follow:

(i) Parking area - Each Apartment Unit Owner shall have the right to the exclusive use of one (1) of the parking areas adjacent to his apartment building. The specific parking area for each Unit shall be designated from time to time by the Homeowners' Association.

(ii) Balcony or patio - Each Apartment Unit Owner on the second and third floor of each building shall have the right to the exclusive use of the balcony or patio adjoining their Apartment Space. Each balcony or patio is located on the northerly side of the Apartment Space, access is through the living room. Each balcony is twelve (12) feet long by four (4) feet wide for a total of forty-eight (48) square feet.

B. For the purpose of this Declaration, the ownership of each Apartment Unit shall include the respective

undivided interest in the common areas and facilities specified and established in Paragraph E of this Article.

C. The building and improvements located on the real property which is the subject of this Declaration consist of three buildings containing a total of of thirty-six (36) Apartment Units.

The dimensions of the structures and the principal material of which it is constructed is set forth in Exhibit B.

D. The individual Apartment Units hereby established, which shall be individually conveyed, along with a statement of the location, approximate area, and the number of rooms each contains are set forth in Exhibit B.

E. The total value of all property subject to this Declaration is Two Million Four Hundred Thousand and 00/100 (\$2,400,000.00). The value of each Apartment Unit and the percentage of undivided interest in the common areas and facilities pertaining thereto and to its Owner for all purposes, including voting is set forth on Exhibit B. There may be no change in the percentage interests of the Apartment Owners in the undivided interest without the prior written approval of seventy-five percent (75%) of the institutional holders of a First Deed of Trust on all property subject to this Declaration and then only after compliance with AS 34.07.180 or its successors.

F. The Declarant, its successors and assigns, by this Declaration, and all future Owners of the Apartment Units by their acceptance of their Deeds covenant and agree as follows:

1. The Owner of the respective Apartment Space does not own the undecorated and unfinished surfaces of the perimeter walls, floors and ceilings surrounding the Space, the exterior walls or exterior surface of the perimeter walls, doors and roof surrounding each respective Apartment Space nor does said Owner own pipes, wires, conduits or other utility lines running through said respective Apartment Space in the walls, floors or ceilings thereof which are utilized for or serve more than one (1) Apartment Space, except as they are owned in common with the other Owners of spaces heretofore provided. The Owner, however, does own the non-bearing walls and partitions which are completely contained within his Apartment Space.

2. The common areas and facilities shall remain undivided, and no Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the horizontal property regime.

3. Each individual Apartment Space shall remain undivided, and no Owner of an Apartment Space may

partition or subdivide the Apartment Space without prior written approval from seventy-five percent (75%) of the voting membership in the Association, together with the written approval of the holder of a First Deed of Trust on the Apartment Space.

### ARTICLE III

#### OCCUPANCY:

A. The Apartment Spaces shall be occupied and used by the respective owners only as a private dwelling for the Owner, his family, tenants and social guests.

B. An Owner shall not interfere with the rights of other Owners, the Association, nor the Declarant, nor intentionally or unintentionally annoy any of such or any of the occupants of the subject property by unreasonable noise, offensive odors, improper neighborly conduct or otherwise; each shall obey and comply with all public laws, ordinances, rules and regulations now or hereafter promulgated as provided for in this Declaration. No Owner shall do or allow to be done any act which causes, or threatens to cause, any damage or encroachment or disrepair to the subject property, community facilities, any residence building, or the residence site of any other Owner.

C. Each Owner shall keep the interior of his Apartment Space including all fixtures, appliances and appurtenances therein in good order and repair and shall not

do or suffer anything to be done in such Apartment Space which may have a tendency to increase the rate of fire, casualty or any other insurance on any residence building or any other structure on the property or the contents thereof.

D. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the common area and facilities to the members of his family, his guests, tenants, or contract purchasers who reside on the property.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS:

A. Every Owner of an Apartment Unit shall be a member of Crow Hill Homeowners' Association. Membership shall be appurtenant to and may not be separated from ownership of any Apartment Unit which is subject to assessment.

B. The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all Owners with the exception of the Declarant and each shall be entitled to the number of votes for each Apartment Unit as is set forth on Exhibit "B". When more than one (1) person holds an interest in any Apartment Unit, all such persons shall be members. The vote for such Apartment Unit shall be exercised as they among themselves determine, but in no event shall more than the number of votes allocated to each Apartment Unit be cast with respect to any one Apartment Unit. The vote for any Owner which is held by more than one person may be exercised by any one of them, unless objection or protest is made by another of them prior to the completion of a vote, in which case the vote for such Owner shall not be counted.

Class B: The Class B member shall be the Declarant, and it shall be entitled to three (3) times as many votes per apartment as a Class A member for each Apartment Unit owned by it. The Class B membership shall cease and be converted to Class A membership at the earlier of either (i) when the total votes outstanding in the Class A membership for each phase equals the total votes outstanding in the Class B membership or (ii) two (2) years from the close of the sale of the first Apartment Unit for the phase of development in question.

Any person or entity qualifying as a member of more than one (1) voting class may exercise those votes to which he or it is entitled for each such class of membership. This procedure insures that control of the Homeowners' Association will become vested in the purchasers automatically upon the completion of transfer to Unit purchasers of title to Units representing 75% of the votes of all Unit Owners exclusive of the votes of Owners of Units within any further expansion of the project.

#### ARTICLE V

##### ASSOCIATION:

The Declarant, for each Apartment Unit owned within the properties, hereby covenants, and each Owner of any Apartment Unit by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed is deemed to covenant and agree as follows:

A. Every Owner of an Apartment Unit shall automatically, upon becoming an Owner, be a member of Crow Hill Homeowners' Association and shall remain a member of said



Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

B. The Association is a non-profit corporation organized under the laws of the State of Alaska, and has the rights and powers as set forth in its Articles of Incorporation and Bylaws, together with the general powers of a non-profit corporation, and it shall perform each and every duty required of it by this Declaration. Administration and management of the Property shall be through the corporation and laws controlling and guiding such corporation. Members of the Board of Directors must be Apartment Unit Owners.

C. The Owners covenant and agree that the administration of the property shall be in accordance with the provisions of this Declaration, the Articles and Bylaws of the corporation and such rules and regulations as are adopted by the Association. These Declarations may be amended only upon the concurrence of sixty-seven percent (67%) of the voting membership in the Association. No amendment shall be effective until recorded in the Recorder's Office for the First Judicial District, State of Alaska, Juneau Recording District.

D. Each Owner, tenant or occupant of an Apartment Unit shall comply with the provisions of this Declaration, the Articles and Bylaws, decisions, rules and resolutions of

the Association or its representatives as amended from time to time, and failure of compliance shall be grounds for an action to recover sums due for damages or for injunctive relief.

E. The Association shall maintain the common and limited common areas, regardless of the present or future encroachment upon an Apartment Unit and facilities, including the landscaping, parking areas, decks, drainage areas, the exterior walls (including roofs), the exterior bearing and Apartment separating walls, floors (but not floor coverings) and the foundations and structures of the Apartment buildings, together with all other property owned in common by the Owners of the Apartment Units. The Owners, however shall maintain their own individual Apartment Spaces. In furtherance of this obligation it is hereby declared to be an affirmative duty on the part of the Association to establish and maintain a capital account with funds in an amount sufficient to maintain and repair the common and limited common areas, amounts for said fund to be obtained by regular installments rather than special assessments. The Association shall engage and pay for all labor and materials as may be reasonably necessary for maintenance of the property. The Association and such persons as may be engaged by the Association for maintenance purposes have the right to enter all commonly held property for the perfor-

mance of maintenance, but they do not, except as noted below, have the right to enter an individual Apartment Space without the permission of the Owners of such Space. In the event emergency or other necessary repairs are needed within an Apartment, after notice to the Apartment Owner and request to make repairs, the Association shall have a reasonable right to enter upon the Apartment premises to effect such repairs. For all repairs of a non-emergency nature, entry shall be made only during normal business hours or some other time mutually convenient to the parties. The Apartment Owner shall be personally liable for the cost of all repairs to non-commonly owned property, and the Association shall have the right to file a lien in accordance with Article VII to secure the Owner's satisfaction of any costs incurred.

F. In the event professional management for the property is retained, no determination by the Association to terminate the professional management of the Association shall be effective until the prior written consent of all institutional holders of a First Deed of Trust on the Apartment Units and common areas is obtained. Any management agreement shall provide for termination by either party without cause or 60 days' written notice and shall be limited to a maximum term of three years.

G. The Association shall establish such committees as may be provided for in its Bylaws, and may engage a manager, secretaries, engineers, auditors, legal counsel and other employees or consultants as are reasonably necessary for the discharge of its duties hereunder. The expenses of committees, the salaries of a manager and other employees and the fees of consultants shall be established and paid for by the Association. The Association shall pay all other expenses necessary or incidental to the conduct of its business. All officers or employees handling funds of the Association shall be covered by fidelity bonding issued by an insurance company licensed and doing business in the State of Alaska. The Association shall have a review of its books and accounts performed every year by an appropriately licensed certified public accountant and such reports shall be made available to the membership and holders of a First Deed of Trust upon request.

H. The Association has the duty to enforce each and every provision of this Declaration, including the duty to commence and maintain actions to enjoin any breach or threatened breach of the provisions hereof and to pay all costs of any such action or other enforcement procedure.

I. The Association has the authority and duty to collect all taxes and assessments levied against the subject property except such taxes and assessments as are levied

solely against an individual Apartment Space, which shall be paid for by such Owner.

J. The Association has the authority and duty to pay the water charges, unless individually metered, refuse collection charges and other charges for utilities required for the common benefit of all Owners.

K. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in Article IV, Paragraph B, of this Declaration are binding on all Owners of Apartment Spaces, their successors and assigns.

#### ARTICLE VI

##### LEASES:

With the exception of a lender in possession of an Apartment Unit following a default in a First Deed of Trust, a foreclosure proceeding on a Deed or other arrangement in lieu of foreclosure, the respective Apartment Units shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as (i) rental for any period less than thirty (30) days, or (ii) any rental if the lessees of the Apartment Space are provided customary hotel services, such as room service for food and beverages, maid service, bellboy service or laundry and linen service, nor shall less than the entire Apartment Unit be rented. With the foregoing exceptions, the Owner of the respective

Apartment Unit has the absolute right to lease the same provided that the lease is made subject to the covenants and restrictions contained in the Declaration and further subject to the Bylaws of the Association and rules and regulations promulgated by said Association.

ARTICLE VII

ASSESSMENTS AND LIENS:

A. Each Owner shall pay to the Association monthly, in advance, on the first day of every calendar month, one-twelfth (1/12) of the annual assessment, which shall be established at the annual meeting of the Association for the operation of the Association and the operation, maintenance, care, replacement and improvement of the property. Each Owner of a Unit shall be liable for the payment of the assessment charged against the Unit, including a pro rata portion of any taxes and assessments attributable to the common freehold estate, except that the Developer shall not be liable for payment of such assessments until sixty (60) days after the close of the sale of the first Unit within the property subjected to the Declaration.

From and after receipt of written notice to the Homeowners' Association of the sale of an Apartment Unit by the Seller of said Unit, no Owner shall be liable for the payment of any part of the annual assessment assessed

against his Unit subsequent to a sale, transfer or other conveyance by him of such Unit. The amount of the annual assessment for a Unit shall be in proportion to each Unit's ownership in common elements. Each individual residence and Apartment Unit within the subject property is subject to a lien on behalf of the Association to secure the payment of the levied assessments. No Owner of an Apartment Unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of his Apartment Unit.

B. The Association may, from time to time, at regular meetings or at special meetings called upon due notice, establish special assessments to be levied, in proportion to value, against each Apartment Unit for the operation of the Association and/or the operation, maintenance, care and improvement of subject property. In addition, the Association has the authority to establish and fix special assessments on any Apartment Unit to secure the liability of the Owner of such Apartment Unit to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach shall require an expenditure by the Association for repair or remedy. Any special assessment shall become a lien against each Apartment Unit in the same manner otherwise provided in this

Article. Any special assessment is payable in full on the first day of the second calendar month next following the date that the assessment is established by the Association.

C. The Association has the sole authority to collect and enforce the collection of all general and special assessments provided for in this Declaration and may, in addition to such assessments, charge and assess costs (including reasonable attorneys' fees), penalties and interest for the late payment or nonpayment thereof. The Association has the sole authority to expend all monies collected from such assessments, costs, penalties and interest for the payment of expenses and costs in carrying out the duties, rights and powers of the Association.

D. All sums assessed by the Association for the share of common expenses chargeable to any Apartment Unit, which are delinquent, constitute a lien on such Apartment Unit prior to all other liens except (i) tax liens on the Apartment Unit in favor of any governmental unit, and (ii) all sums unpaid on the First Deed of Trust of record. In any action to foreclose for nonpayment of a common expense lien as set forth in Article VII, Paragraph G, the Owner of the Apartment Unit shall be required to pay a reasonable rental for the Apartment Unit for the period subsequent to the commencement of the action, and if so provided in the Bylaws, the plaintiff in such foreclosure action shall be



entitled to the appointment of a receiver to collect the rent. The manager, President or Board of Directors, acting on behalf of the Owners of the Apartment Units, shall have the power, unless prohibited herein, to bid on the Unit at a foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. In the event the Apartment Unit Owner has also breached his obligation with respect to the holder of a First Deed of Trust to the extent that it is also seeking recourse against the Apartment Unit Owner, then both entities shall cooperate in resolving the matter to their mutual benefit.

E. Ten (10) days after any general or special charge and assessment shall be due and payable, and unpaid or not otherwise satisfied, the same shall be and become delinquent, and shall so continue until the amount of said charge and assessment, together with all costs, penalties and interest as herein provided, have been fully paid or otherwise satisfied. The Association shall give the holder of the First Deed of Trust on the subject Apartment prompt written notice of any delinquency in the Apartment mortgagor's obligations not cured within ten (10) days.

F. At any time after any general or special charge and assessment against any Apartment Unit has become a lien

and delinquent, the Association, by and through its Manager, President, Secretary or Board of Directors, may record a notice of delinquency as to such Apartment Space, which notice shall state therein the amount of such delinquency and that it is a lien, and the interest, costs (including attorneys' fees) and penalties which have accrued thereon, a description of the Apartment Unit against which the same has been assessed and the name of the record or reputed record Owner thereof. The notice shall be signed by an officer of the Association. Upon the payment or other satisfaction of said assessments, interest, penalties and costs in connection with which notice has been recorded, the Association shall record a further notice stating the satisfaction and the release of the lien thereof.

G. Each lien established pursuant to the provisions of this Declaration by the recording of a notice of delinquency as hereinabove provided, may be foreclosed in the same manner as is provided for the foreclosure of a Deed of Trust or mortgage upon real property by the laws of Alaska at the date of the commencement of such foreclosure action. In any action to foreclose any such lien the Association shall be entitled to costs, including reasonable attorneys' fees, and such penalties for delinquent charges and assessments as shall have been established by the Association.

H. Any subsequent Owner of any Apartment Unit purchased at foreclosure, or the holder of a First Deed of Trust lien who comes in possession of the Apartment Unit by virtue of a foreclosure, shall be bound by the restrictions, conditions, covenants, reservations, assessments and liens set out in this Declaration, not including, however, any assessment or lien arising prior to the foreclosure sale. Assessments and liens arising prior to sale are deemed to be common expenses or assessments collectable from all of the Apartment Owners, including such subsequent Owner, his successor and assigns.

I. In a voluntary conveyance of an Apartment Unit, the Grantee of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. Any Grantee is entitled to a statement from the manager, President or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the Grantor due the Association and such Grantee shall not be liable for, nor shall the Apartment Unit conveyed be subject to, a lien for any unpaid assessments made by the Associa-

tion against the Owner in excess of the amount therein set forth.

ARTICLE VIII

INSURANCE:

A. The Association has the duty to purchase, carry and at all times maintain in force, insurance covering all of the subject property, the improvements thereon and appurtenant thereto, for the interest of the Association and of all Owners, their mortgagees and the Declarant, as their interests may appear, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location and use to the subject property. Such insurance shall include, but need not be limited to:

(1) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the insurance carrier.

(2) Public liability and property damage insurance on a broad form basis.

(3) Fidelity bonds for all officers and employees of the Association having control over the receipt

or disbursement of funds in such penal sums as shall be determined by the Association.

B. Proceeds of insurance shall be disbursed by the insurance carrier as follows:

(1) For any loss, damage, or destruction affecting individual Owners only, the proceeds shall be paid first to the institutional holders of any First Deed of Trust, with the remainder to the Owners, if any, of the Apartment Unit affected. There is an affirmative duty on the Owners and the institutional holders of a First Deed of Trust to utilize the insurance proceeds to restore their Apartment Units to approximately the same condition as before the loss, subject to the provisions of Article IX of this Declaration.

(2) For any loss, damage or destruction affecting commonly owned property, the proceeds shall be paid to the Association in trust, as trustee, for the benefit of any institutional holders of a First Deed of Trust of said commonly owned property, if any, with an affirmative duty on the Association as trustee for any such institutional holders of a First Deed of Trust to rebuild or repair the damage to which said insurance proceeds relate, subject to the provisions of Article IX of this Declaration. Any balance from the proceeds of insurance paid to the Association, as required in this Article, remaining after

satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of subject property.

C. If the insurance proceeds are insufficient to repair or replace any loss or damage which the Association is bound hereunder to repair or replace, the Association shall levy a special assessment as provided for in Article VII of this Declaration to cover the deficiency. If the insurance proceeds are insufficient to repair or replace any loss or damage for which an Owner is bound hereunder, such Owner shall, as his undivided responsibility, pay any excess costs of repair or replacement.

D. If at any time during said term the buildings of the project shall be substantially damaged or destroyed by any casualty not herein required to be insured against so that the repair, restoration or replacement of the buildings is impracticable, the Association, after written approval is obtained from a majority of the voting membership of the Association, and seventy-five percent (75%) of all holders of a First Deed of Trust on the Apartment Units shall terminate the horizontal property regime and the Unit Owners shall collectively own the property as tenants in common.

E. Nothing contained herein affects the right of the Owner of an Apartment Space to obtain individual Apartment Space property insurance.

F. Insurance premiums for any blanket insurance coverage are a common expense to be paid by monthly assessments levied by the Association. Such payments shall be held in a separate escrow account of the Association and used solely for the payment of the blanket property insurance premiums as such premiums become due.

G. In the event of substantial damage to or destruction of any Unit or any part of the common elements, the Association shall furnish the institutional holder of any First Deed of Trust of a Unit, timely written notice of any such damage or destruction. For the purposes of this paragraph G, the term "substantial damage" shall mean damage to an Apartment Unit in excess of Three Thousand Dollars (\$3,000.00) and damage to the common areas and related facilities in excess of Ten Thousand Dollars (\$10,000.00).

#### ARTICLE IX

##### REPAIR AND RESTORATION:

A. Notwithstanding that the placing, carrying and maintaining in force of insurance against all loss, damage and destruction is provided for in this Declaration, the Association shall have the affirmative obligation for repair and restoration as set forth in this Article.

B. Except as provided for in Paragraph G of this Article IX, should any Apartment Space or Spaces or any parts thereof, be damaged or destroyed by fire or other

casualty or by intentional mischief, the Owners of the Apartment Spaces shall at their own costs and expense, repair and restore the same or cause the same to be repaired and restored substantially in accordance with the plans for the subject property on file.

C. Should any community facilities or any part or portion thereof, or any foundations or structure of a residence building, be damaged or destroyed by fire or other casualty or by intentional mischief, the Association shall be responsible for the cost and expense of repair and restoration, and the same shall be done substantially in accordance with the plans for the subject property on file.

D. The repair and restoration work referred to in this Article shall be commenced within sixty (60) days after the happening of the destruction or damage occasioning the same, time being of the essence, and once commenced the same shall be pursued diligently to completion; and should the same not be timely commenced, the Association may, by notice to the responsible party, elect to repair or restore the same or cause the same to be repaired or restored on behalf of and at the cost and expense of the responsible party or parties, and in such event all insurance proceeds collected and any additional amount of cost and expense in excess thereof shall be forthwith paid over to the Association to be used by or to reimburse it for such repair or restora-



tion. The Declarant shall be given forty-five (45) days' prior written notice of the time when repair or restoration is to commence so as to permit it ample opportunity to post a Notice of Nonresponsibility for Injuries or Damages resulting from the repair or restoration work.

E. All work of whatever nature on subject property when commenced shall be expeditiously completed. Neither the Association nor any Owner who or which performs any or causes any work to be performed, on subject property shall suffer or permit any mechanics', laborers', materialmen's, contractors', subcontractors' or other such or similar liens arising from any claim or demand howsoever the same may arise, to be enforced against subject property or any part or portion thereof but the Association or such Owner responsible for the work, as the case may be, shall pay, or cause to be paid all such liens, claims and demands before any action is brought to enforce the same against any part or portion of subject property; and the Association and each such Owner separately, jointly and severally, covenants to indemnify and keep all other Owners, including the Declarant if applicable, of the subject property free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expenses in connection therewith. The Association or any such Owner, as the case may be, shall, at its own expense, defend itself and other

Owners against the same and shall pay and satisfy any adverse judgment that may be rendered before the enforcement thereof against any Owner of the subject property.

F. Neither the Association, nor any member thereof, shall be responsible or liable for any loss or damage whatsoever to any Owner or any person or persons whatsoever for any error or defect in any structure which may or may not be shown on any plans and specifications, or on any plat or portion thereof, nor for any work done in accordance with any such plans and specifications or plat, nor for any error or defect, nor for any act or omission in the creation or maintenance of drainage channels, diversions or facilities, nor in any instance whatsoever for developing or maintaining subject or adjoining property.

G. In the event the property subject to this enabling Declaration is totally or substantially damaged or destroyed, the method of repair or reconstruction or disposition of the property shall be determined by a majority of the voting membership in the Association. In the event the majority decision is not to rebuild, the prior written approval of all holders of First Deeds of Trust and the Declarant if still a participant in the Association, shall be obtained prior to the abandonment of the horizontal property regime status of the project. After such approval is obtained, the Association, as agent for all Owners, is

granted the power to sell the property in its condition existing at that time. The proceeds of sale together with any insurance proceeds, shall then be distributed to the Owners and their Mortgagees as their interests may appear.

ARTICLE X

CONDEMNATION AND TAKING BY EMINENT DOMAIN:

A. In the event any federal, state, local or other governmental entity commences either condemnation proceedings against the property subject to this Declaration or a taking thereof by eminent domain, the first mortgagees of all subject property and the Declarant if still a participant in the Association, shall be given written notice by the Association of such proceedings within ten (10) days of the Association being so notified. The Association and holders of the First Deeds of Trust shall then cooperate with each other to secure a result most beneficial for the property so condemned or taken and parties so concerned. All costs incurred, including attorneys' fees for contesting or otherwise reacting to either the condemnation or taking proceedings, so long as the parties hereto are not in conflict as to the disposition of the proceeds, shall be paid by the Association.

B. Proceeds received from either the condemnation or taking proceeding shall be distributed as follows:

(1) For any condemnation or taking affecting individual Owners only, the proceeds shall be paid first to the holders of a First Deed of Trust of the Unit so affected and the remainder, if any, shall be distributed to the Apartment Owner.

(2) For any condemnation or taking affecting commonly owned property or the property subject to this Declaration as a whole, the proceeds shall be paid ratably first to the holders of the First Deed of Trust on the said property and then to the Association or Apartment Owners, as appropriate.

#### ARTICLE XI

##### EASEMENTS:

A. There are hereby specifically reserved for the benefit of the Association, for the Apartment Unit Owners in common and for each Owner individually, as their respective interests shall appear, the easements, reciprocal negative easements, secondary easements and rights-of-way as particularly identified in this Article.

B. There is reserved for the benefit of each Apartment Space as dominant tenement an easement for utility services over, under, around and through the subject property and each other Apartment Space, jointly as the servient tenement.

C. There is reserved for the benefit of each Apartment Space as dominant tenement, an easement for encroachment, occupancy and use of such portion of the subject property and each other Apartment Space, jointly as the servient tenement, as shall be encroached upon, used and occupied by the Owner of the dominant tenement as a result of any accretion, erosion, addition, subsidence, landslide or collapse, deterioration, decay, construction errors, movement or subsidence of residence building or structure or any portion thereof. The easement of encroachment may be cured by repair and restoration of a structure as provided in Article VII of this Declaration.

D. The Owners of the respective Apartment Spaces agree that if any portion of the common areas and facilities encroach upon the Apartment Spaces, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure is partially or totally destroyed, and then rebuilt, the Owners of Apartment Spaces agree that minor encroachment of parts of the common areas and facilities due to construction shall be permitted and that valid easements for said encroachment and the maintenance thereof shall exist.

E. There is reserved to the Association as an easement in gross of which the subject property and all

Apartment Spaces shall be jointly the servient tenement, an easement of entry and of access for the installation and maintenance of utility lines, utility meter boxes, landscaping and community facilities as defined in this Declaration, and for the performance generally of its rights and duties as provided in this Declaration.

ARTICLE XII

MISCELLANEOUS:

A. A certificate of the Secretary of the Association or, in his absence, of any two (2) members of the Board of Directors of the Association is conclusive proof of all matters contained in the certificate when the certificate relates to acts of the Association, its Board of Directors or any committee or agent of the Association and the certificate is prepared for or delivered to any title insurer or land abstractor for use in a search, in preparing an abstract or in insuring title in any Apartment Unit or interest therein, or lien thereupon.

B. The failure of any Apartment Owner to comply with the provisions of the Declaration, Bylaws and any Articles of Incorporation or equivalent document will give rise to a cause of action in the Homeowners' Association and any aggrieved Unit Owner, as applicable, for the recovery of damages, or for injunctive relief, or both.

C. The provisions of this Declaration are minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the Owners of said property. It is not the intent of this Declaration to interfere with any provisions of law or ordinance or any rules, regulations or permits previously adopted or issued or which may be adopted or issued pursuant to law relating to the use of buildings or premises; nor is it the intent of this Declaration to interfere with or abrogate or annul easements, covenants or other agreements, between parties, provided however, that where this Declaration imposes a greater restriction upon the use or occupancy of any Apartment Unit or upon the construction of buildings or structures, or in connection with any other matters than are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits or by such easements, covenants and agreements, then in that case the provisions of this Declaration shall control.

D. All of said restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together but if it shall at any time be held that any one (1) or more of such restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, is invalid or for any reason becomes unenforceable, no other restriction, condition,

covenant, reservation, lien or charge, or any part thereof, shall be thereby affected or impaired.

E. Any and all rights and powers of the Declarant provided in this Declaration and any modification or amendment thereof, may be delegated, transferred, assigned, conveyed or released by the Declarant to the Association, and the Association shall accept the same upon the recording of a notice thereof, and the same shall be effective for the period and to the extent stated therein.

F. The failure by the Association, Declarant, any Apartment Unit Owner or any other person to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which said property or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

G. Larry A. Spencer, President of New Treadwell Associates, Inc., 2806 John Street, P. O. Box 676, Juneau, Alaska 99802, is hereby designated as the person to receive service of process in the cases provided in AS 34.07.

H. Any modifications, repeal or amendments to this Declaration shall be by written instrument, executed by the Association according to law and the Articles and Bylaws of the Association. No modification, repeal or amendment is



effective or binding on any party or on any property subject thereof until recorded.

I. So long as the Declarant, its successors and assigns, own one (1) or more of the Units established and described herein, said Declarant, its successors and assigns shall be subject to the provisions of this Declaration and said Declarant covenants to take no action which would adversely affect the rights of the Association, by reason of the establishment of the horizontal property regime.

J. Any institutional holder of a First Deed of Trust on an Apartment Unit of the property subject to this Declaration will, upon request, be entitled to: (i) inspect the books and records of the Association during normal business hours; (ii) receive the annual financial statement of the Association which was reviewed by a certified public accountant within ninety (90) days following the end of any fiscal year of the Association; and (iii) written notice of all meetings of the Homeowners' Association and be permitted to designate a representative to attend all such meetings.

K. The Declarant hereby warrants that for a period of one (1) year from the date this Declaration is recorded, it will indemnify the Association for all sums expended in the repair of latent defects to the common areas of the property subject to this Declaration.

L. In furtherance of the requirement expressed in Article II Paragraph E hereof that there shall be no change in the percentage interest of the Apartment Unit Owners in the undivided interest without the prior written approval of seventy-five percent (75%) of all institutional holders of a First Deed of Trust on the property subject to this Declaration, there shall be no change in the pro rata interest or obligations of an Apartment Owner for the purpose of levying assessments or charges or allocating distributions of insurance proceeds or condemnation awards without the prior written approval of the holders of a First Deed of Trust on all property subject to this Declaration. This paragraph is to be read in conjunction with AS 34.07.180, Alteration of Common Areas and Facilities Ownership, which requires that the Board of Directors for the Homeowners' Association periodically reappraise the value of the Apartments and their interest in the common areas and facilities.

M. The Homeowners' Association hereby covenants and agrees to provide all first mortgagees written notice of any loss to, or taking of, the common elements if such loss or taking exceeds \$10,000 or damage to an apartment unit covered by a mortgage exceeds \$10,000. Notice shall be given to Vic Perez, Vice President, First Alaska Mortgage & Escrow, Inc., 319 Seward Street, Juneau, Alaska 99801, for transmittal to the appropriate holder of a First Deed of Trust.

IN WITNESS WHEREOF, the undersigned have caused  
this Declaration to be by their own hands executed this 1st  
day of November, 1982.

NEW TREADWELL ASSOCIATES, INC.

By Ramy Spencer  
Its President  
B.C.D. CONSTRUCTION  
B.C.D. - BRUCE BENTON, INC.

By Ram C. Jaton  
Its PRESIDENT

STATE OF ALASKA )  
: ss.  
FIRST JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 29<sup>th</sup> day of  
October, 1982, before me, the undersigned, a  
Notary Public in and for the State of Alaska, duly  
commissioned and sworn, personally appeared Ramy  
Spencer, the President of NEW  
TREADWELL ASSOCIATES, INC., an Alaska corporation, to me  
known and known to me to be the person he represents himself  
to be and the same identical person who executed the above  
and foregoing DECLARATION on behalf of NEW TREADWELL  
ASSOCIATES, INC., and who acknowledged to me that he had  
full power and authority to and did execute the above and  
foregoing as a free and voluntary act and deed of said  
corporation, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day, month  
and year herein first above written.

Elizabeth Erbes  
Notary Public; State of Alaska  
My commission expires: 3/8/86

STATE OF ALASKA )  
: ss.  
FIRST JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 1st day of  
November, 1982 before me, the undersigned, a Notary  
Public in and for the State of Alaska, duly commissioned and

sworn, personally appeared Bruce C. Denton,  
 the President of BRUCE DENTON, INC., an Alaska  
 corporation, to me known and known to me to be the person he  
 represents himself to be and the same identical person who  
 executed the above and foregoing DECLARATION on behalf of  
 BRUCE DENTON, INC., and who acknowledged to me that he had  
 full power and authority to and did execute the above and  
 foregoing as a free and voluntary act and deed of said  
 corporation, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day, month  
 and year herein first above written.

Harold E. Shand Jr.  
 Notary Public; State of Alaska  
 My commission expires: 12-26-82



EXHIBIT A FOR DECLARATION OF  
CROW HILL RESIDENTIAL APARTMENTS

Tract C, a fraction of U.S.M.S. 341A as shown on  
Plat 82-106, filed with the Office of the Recorder  
for the Juneau Recording District, First Judicial  
District, State of Alaska.

EXHIBIT B OF DECLARATION FOR  
CROW HILL RESIDENTIAL CONDOMINIUM APARTMENTS

The principal material of which each building containing twelve (12) apartments is constructed is as follows:

- (1) FOUNDATION - CONCRETE: 92' x 34'  
 (2) FRAMING - WOOD

UNIT	APPROX. AREA IN SQ. FEET	NO. OF ROOMS	PRICE/VALUE	PROPORTIONATE INTEREST IN COMMON AREA	VOTING
A 1	586.5	4	61,000	3/84	3/84
A 2	586.5	4	61,000	3/84	3/84
A 3	586.5	4	61,000	3/84	3/84
A 4	586.5	4	61,000	3/84	3/84
A 5	782	5	71,600	4/84	4/84
A 6	782	5	71,600	4/84	4/84
A 7	782	5	71,600	4/84	4/84
A 8	782	5	74,100	4/84	4/84
A 9	782	5	72,600	4/84	4/84
A 10	782	5	75,100	4/84	4/84
A 11	782	5	72,600	4/84	4/84
A 12	782	5	76,700	4/84	4/84
B 1	586.5	4	61,000	3/84	3/84
B 2	586.5	4	61,000	3/84	3/84
B 3	586.5	4	61,000	3/84	3/84
B 4	586.5	4	61,000	3/84	3/84
B 5	782	5	74,100	4/84	4/84
B 6	782	5	71,600	4/84	4/84
B 7	782	5	71,600	4/84	4/84
B 8	782	5	71,600	4/84	4/84
B 9	782	5	72,600	4/84	4/84
B 10	782	5	75,100	4/84	4/84
B 11	782	5	72,600	4/84	4/84
B 12	782	5	72,600	4/84	4/84

82- 007644

134<sup>00</sup>

RECORDED-FILED  
JUNEAU REC.  
DISTRICT

Nov 2 4 19 PM '82

REQUESTED BY Robertson, Monaghan  
 ADDRESS Exton 4 Bradley  
Box 1211  
Juncos 99802

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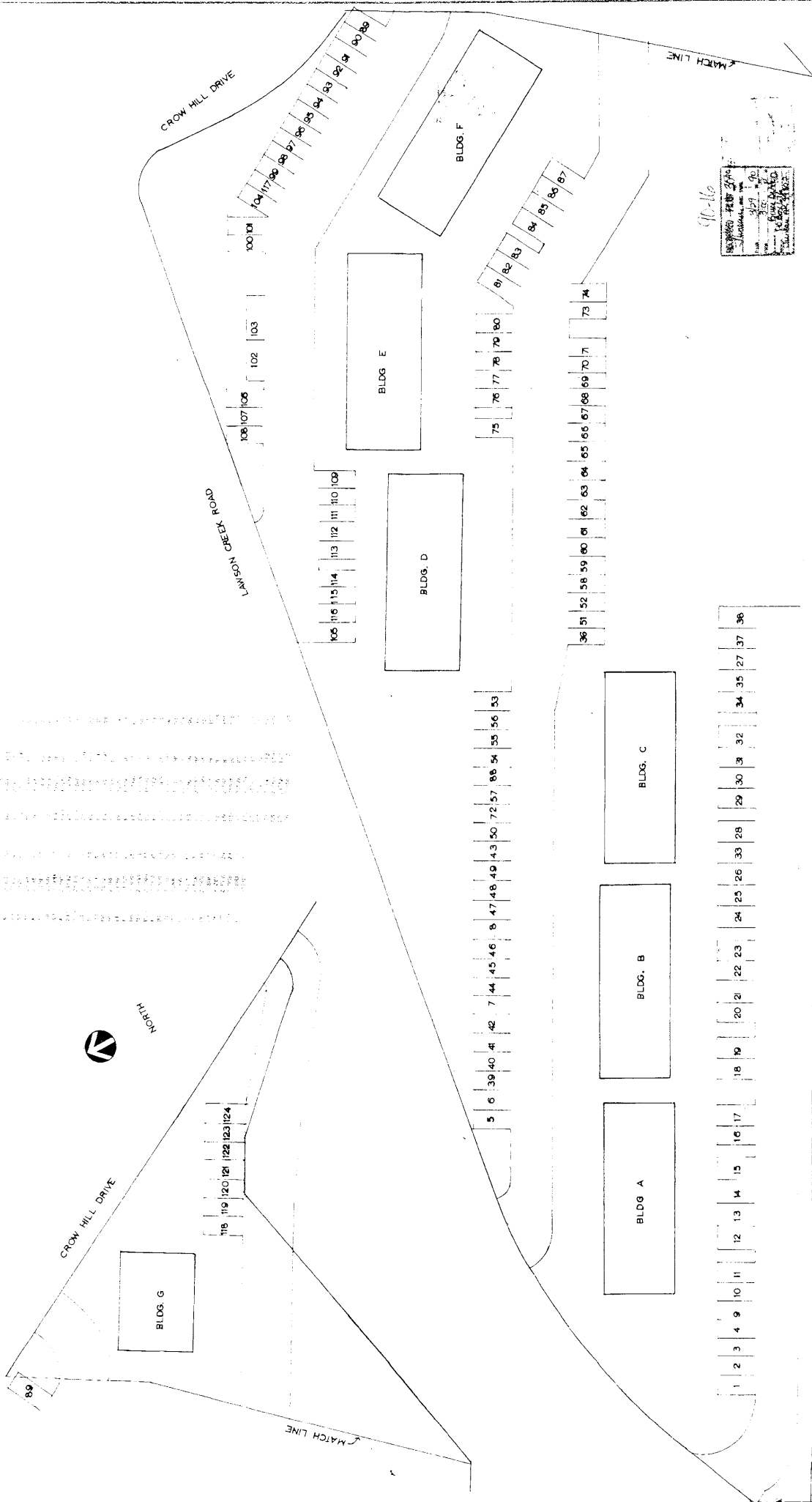
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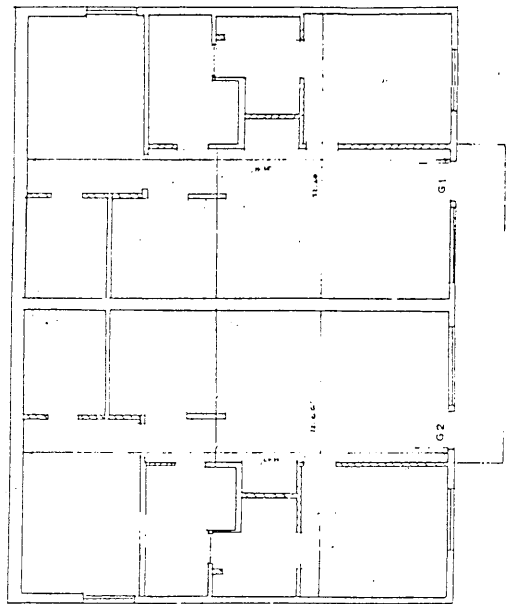
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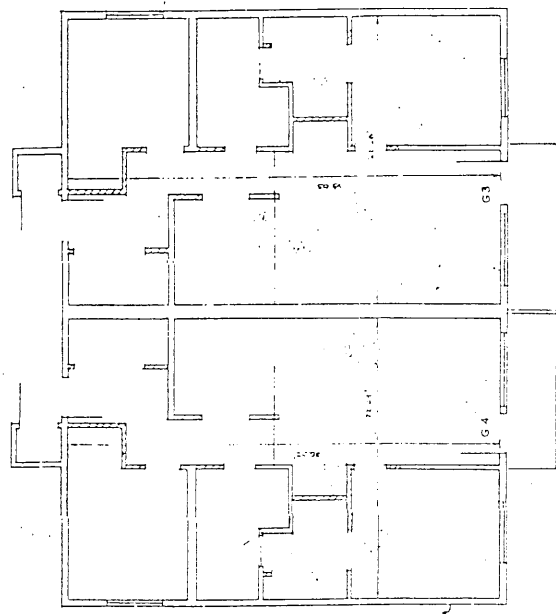


BASEMENT BLDG. G

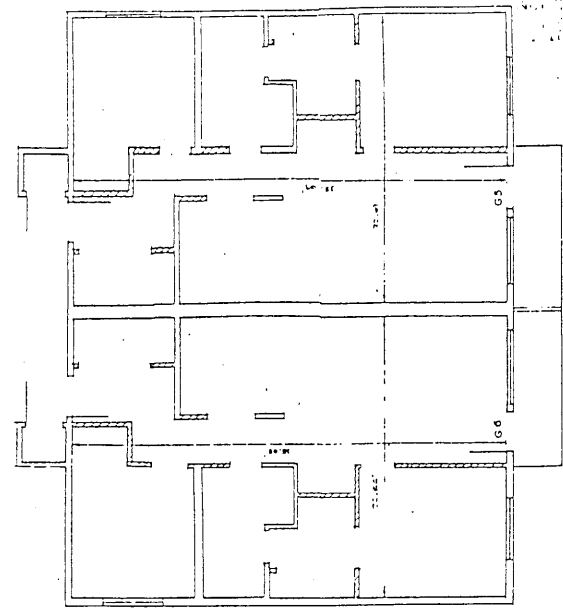


LEGEND

- Common Walls
- Common exterior, ramping, bearing, exterior & party wall
- Non Common Walls
- movable



FIRST FLOOR BUILDING G



SECOND FLOOR BUILDING G

**SURVEYOR'S CERTIFICATE**  
 I hereby certify that the foregoing is a true and correct copy of the original plan and map as filed in my office and that the same conform to the requirements of the laws of the State of New York in that behalf made.  
 \_\_\_\_\_  
 Surveyor



02/16

SECTION 4-B 20'	SECTION 4-B 20'
SECTION 4-B 20'	SECTION 4-B 20'
SECTION 4-B 20'	SECTION 4-B 20'
SECTION 4-B 20'	SECTION 4-B 20'

AMENDMENT TO DECLARATION SUBMITTING  
REAL PROPERTY TO HORIZONTAL PROPERTY REGIME  
CROW HILL RESIDENTIAL CONDOMINIUMS APARTMENTS

THIS AMENDMENT, made on the date hereinafter set forth by Declarant NEW TREADWELL ASSOCIATES, INC., an Alaska corporation, and B.C.D. CONSTRUCTION, INC., an Alaska corporation, operating as a joint venture, of P. O. Box 676, Juneau, Alaska 99802, is an amendment to that certain "Amended and Restated Declaration for Crow Hill Residential Condominium Apartments recorded March 29, 1983 in Book 210 at Pages 950 to 999H, inclusive, Records of the Juneau Recording District, First Judicial District, State of Alaska (hereinafter called "Declaration"), made for the purpose of expanding the Horizontal Property Regime established by such Declaration, and the "Supplementary Survey Maps and Floor Plans" filed in the Juneau Recording District, First Judicial District, under Plat No. 83-44 (called "Survey Maps and Floor Plans" below).

Pursuant to XII(L)(1) of the Declaration, Declarant, being the owner of the land described at Article 1 below and the improvements constructed thereon, hereby submits said property to the provisions of the Horizontal Property Regimes Act (Title 34, Chapter 07, Alaska Statutes, as now existing or as hereafter amended), and hereby establishes an Amended Horizontal Property Regime so that all of said property and all of the Phase I property shall be a single "property" as defined in A.S.34.07.450 (13), and shall constitute a single "Horizontal Property Regime."

At the time of recording of this Amendment, there has been filed in the Juneau Recording District, First Judicial District, State of Alaska, amended Survey Maps and Floor Plans for the "Project" as so expanded by this Amendment under File No. 83-239, which amended Survey Maps and Floor Plans are incorporated by reference herein as if fully set forth, and are hereinafter called "Survey Maps and Floor Plans."

1. DESCRIPTION OF ADDITIONAL LAND: The "Additional Land" hereby submitted to the Horizontal Property Regimes Act is situate in the Juneau Recording District, First Judicial District, State of Alaska, and more particularly described as follows:

Tract E-1, CROW HILL SUBDIVISION, according to Plat No. 83-125, records of the Juneau Recording District, First Judicial District, State of Alaska.

(Herein called "Phase Two Land")

2. DESCRIPTION OF ADDITIONAL "CONDOMINIUM BUILDINGS" IN PROJECT: There are three (3) "Condominium Buildings" constructed on the Additional Land described at Article 1 above, each of which has two (2) levels (stories) constructed over a basement level. The three levels of each Condominium Building are referred to as "Basement Level," "First Floor Level" and "Second Floor Level" on the Survey Maps and Floor Plans filed contemporaneously with the recording of this instrument. On such Survey Maps and Floor Plans the three Condominium Buildings are identified as Buildings D, E and F.

LAW OFFICES OF  
KAY, CHRISTIE,  
SAVILLE & COFFEY  
A PROFESSIONAL CORPORATION  
2550 DENALI, SUITE 1300  
ANCHORAGE, AK 99503  
(907) 276-4335

Each Condominium Building contains twelve (12) "Apartments."

The principal materials of which each of the Condominium Buildings are constructed are as follows: poured concrete foundation, wood framing and floors, cedar siding and asphalt shingle roofing.

3. DESCRIPTION OF ADDITIONAL APARTMENTS: The thirty-six (36) additional Apartments constructed on the Additional Land described at Article 1 above are described on Exhibit "A" attached, which is made a part hereof.

4. DESCRIPTION OF COMMON AREAS AND FACILITIES FOR EXPANDED PROJECT:

A. The land described at Exhibit A of the Declaration and the land described at Article 1 above, the airspace above same, except the airspace occupied by each of the Apartments, and all improvements situate upon all such land, except those improvements actually within the airspace occupied by each Apartment.

B. The foundation, columns, girders, beams, supports, plumbing, electrical and load-bearing walls, stairways, ducts, flues, corridors and roof of all the Condominium Buildings in the Project as expanded.

C. Except as otherwise set forth below, the installations of common utility services to the exterior of the perimeter walls, floors or ceilings of each Apartment. In the case of utility services now or hereafter metered to and for the exclusive use of an individual Apartment, the Common Area or Facility extends only to and does not include such meter; and the meters, wires, conduits or pipes from same are "improvements" belonging exclusively to each particular Apartment, regardless of where located. The pipes, conduits and wires from the exterior of the perimeter walls, floors or ceilings of each Apartment are the exclusive property and responsibility of the owner of each.

D. Those parts of the Project designated as "Common Area" on the Survey Maps and Floor Plans.

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

5. DESCRIPTION OF ADDITIONAL "LIMITED COMMON AREAS AND FACILITIES": The additional Limited Common Areas and Facilities reserved for the use of one or more Apartments, to the exclusion of some or all other Apartments in the Project, are as shown on the Survey Maps and Floor Plans, and are further described on Exhibit "B" attached, which is made a part hereof.

6. VALUE OF LAND AND IMPROVEMENTS:

A. The value of the unimproved land for the Project as so expanded is Two Hundred Forty Thousand Dollars (\$240,000); and the value of the Project as so expanded is Five Million Two Hundred Twenty-Eight Thousand Six Hundred Fifty Dollars (\$5,228,650).

LAW OFFICES OF  
KAY, CHRISTIE,  
SAVILLE & COFFEY  
A PROFESSIONAL CORPORATION  
2550 DENALI, SUITE 1300  
ANCHORAGE, AK 99503  
(907) 276-4335

B. The value of each Condominium Apartment in the Project as expanded and the percentage of undivided interest in the Common Areas and Facilities appertaining to each of the Apartments in the Project as so expanded, is as set forth on Exhibit "C" attached hereto. The values set forth on Exhibit "C" are established as required by Chapter 07, Title 34, Alaska Statutes, and do not necessarily reflect the amount for which a Condominium Apartment will be sold by Declarant or others.

Dated at Juneau, Alaska, this 30 day of December, 1983.

NEW TREADWELL ASSOCIATES, INC.  
 B.C.D. CONSTRUCTION, INC.  
 A Joint Venture

NEW TREADWELL ASSOCIATES, INC.  
 An Alaska Corporation

By Larry Spencer  
 Its President

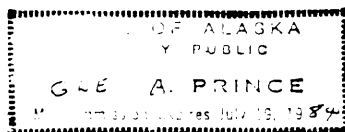
B.C.D. CONSTRUCTION, INC.  
 An Alaska Corporation

By Larry Spencer  
 Its Vice President

STATE OF ALASKA )  
 ) ss  
 FIRST JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 30 day of Dec, 1983, before me, the undersigned, a Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared Larry Spencer, known to me to be the President of NEW TREADWELL ASSOCIATES, INC., an Alaska corporation, the corporation that executed the within instrument, and he 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 last above written.



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

LAW OFFICES OF  
 KAY, CHRISTIE,  
 SAVILLE & COFFEY  
 A PROFESSIONAL CORPORATION  
 2550 DENALI, SUITE 1300  
 ANCHORAGE, AK 99503  
 (907) 276-4335

STATE OF ALASKA )  
 ) ss  
FIRST JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 30 day of Decemb., 1983, before me, the undersigned, a Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared Henry S. Parker, known to me to be the Vice President of B.C.D. CONSTRUCTION, INC., an Alaska corporation, the corporation that executed the within instrument, and he 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 last above written.

STATE OF ALASKA  
NOTARY PUBLIC  
GLEN A. PRINCE  
My Commission Expires July 19, 1984

Glen A. Prince  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

LAW OFFICES OF  
KAY, CHRISTIE,  
SAVILLE & COFFEY  
A PROFESSIONAL CORPORATION  
2550 DENALI, SUITE 1300  
ANCHORAGE, AK 99503  
(907) 276-4335

EXHIBIT A  
 TO AMENDMENT TO DECLARATION SUBMITTING REAL PROPERTY  
 TO HORIZONTAL PROPERTY REGIME  
 CROW HILL RESIDENTIAL CONDOMINIUM APARTMENTS

Description of Apartments

1. General. The Apartments in Phase Two Units in this Project are constructed in accordance with three (3) floor plans:

A. Perseverance. Apartments constructed in accordance with this floor plan contain one (1) bedroom, a living room, a full bath, a kitchen and a large storage area. The Apartments constructed in accordance with this floor plan are D-4, E-1, E-4, F-1 and F-4.

B. Silver Bow. Apartments constructed in accordance with this floor plan contain one (1) bedroom, a living room, a full bath, a kitchen and a large storage area. The Apartments constructed in accordance with this floor plan are D-1, D-2, D-3, E-2, E-3, F-2 and F-3.

C. Mountain View. Apartments constructed in accordance with this floor plan contain two (2) bedrooms, a living room, a full bath, a kitchen and a small storage area. The Apartments constructed in accordance with this floor plan are D-5 through D-12, E-5 through E-12, and F-5 through F-12.

On the Survey Maps and Floor Plans filed contemporaneously with the recording of this Amendment to Declaration, the Apartments are identified by the letter designation of the Condominium Building, followed by the number of the Apartments within the particular Condominium Building.

2. Location of Apartments. The Apartments in Phase Two of this Project are located as follows:

<u>Building/ Unit Number</u>	<u>Location</u>
D-1	Basement Level, northwest corner
D-2	Basement Level, next to D-1
D-3	Basement Level, next to D-2
D-4	Basement Level, northeast corner
D-5	First Floor, northwest corner, above D-1
D-6	First Floor, next to D-5, above D-2
D-7	First Floor, next to D-6, above D-3
D-8	First Floor, northeast corner, above D-4
D-9	Second Floor, northwest corner, above D-5
D-10	Second Floor, next to D-9, above D-6
D-11	Second Floor, next to D-10, above D-7
D-12	Second Floor, northeast corner, above D-8
E-1	Basement Level, northwest corner
E-2	Basement Level, next to E-1
E-3	Basement Level, next to E-2
E-4	Basement Level, northeast corner
E-5	First Floor, northwest corner, above E-1
E-6	First Floor, next to E-5, above E-2
E-7	First Floor, next to E-6, above E-3

LAW OFFICES OF  
 KAY, CHRISTIE,  
 SAVILLE & COFFEY  
 A PROFESSIONAL CORPORATION  
 2550 DENALI, SUITE 1300  
 ANCHORAGE, AK 99503  
 (907) 276-4335

<u>Building/ Unit Number</u>	<u>Location</u>
E-8	First Floor, northeast corner, above E-4
E-9	Second Floor, northwest corner, above E-5
E-10	Second Floor, next to E-9, above E-6
E-11	Second Floor, next to E-10, above E-7
E-12	Second Floor, northeast corner, above E-8
F-1	Basement Level, northwest corner
F-2	Basement Level, next to F-1
F-3	Basement Level, next to F-2
F-4	Basement Level, northeast corner
F-5	First Floor, northwest corner, above F-1
F-6	First Floor, next to F-5, above F-2
F-7	First Floor, next to F-6, above F-3
F-8	First Floor, northeast corner, above F-4
F-9	Second Floor, northwest corner, above F-5
F-10	Second Floor, next to F-9, above F-6
F-11	Second Floor, next to F-10, above F-7
F-12	Second Floor, northeast corner, above F-8

3. Access of Apartments to Common Areas. The Apartments in each Condominium Building designated as "1", "2", "3" and "4" have immediate access to unenclosed Common Area walkways and stairs on the northwest side of each Condominium Building and thence to the land described at Article I of the Amendment to Declaration.

The Apartments in each Condominium Building designated as "5", "6", "7", "8", "9", "10", "11" and "12" each have immediate access to covered Common Area exterior stairways located on the southeast side of each Condominium Building.

4. Approximate Area of Apartments. The approximate area of each of the Apartments in Phase Two of this Project, expressed in square feet, follows:

<u>Unit</u>	<u>Approximate Area</u>	<u>Unit</u>	<u>Approximate Area</u>
D-1	771.7	E-7	794.3
D-2	778.2	E-8	792.8
D-3	779.7	E-9	792.2
D-4	772.0	E-10	729.6
D-5	791.5	E-11	795.8
D-6	792.7	E-12	793.8
D-7	792.1		
D-8	791.6	F-1	772.3
D-9	729.0	F-2	783.4
D-10	792.3	F-3	780.6
D-11	794.4	F-4	768.7
D-12	791.1	F-5	789.5
		F-6	795.4
E-1	768.7	F-7	793.5
E-2	779.3	F-8	790.0
E-3	781.3	F-9	790.4
E-4	771.8	F-10	796.0
E-5	792.4	F-11	788.5
E-6	794.5	F-12	793.4

LAW OFFICES OF  
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SAVILLE & COFFEY  
A PROFESSIONAL CORPORATION  
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ANCHORAGE, AK 99503  
(907) 276-4335

EXHIBIT B  
TO AMENDMENT TO DECLARATION SUBMITTING REAL PROPERTY  
TO HORIZONTAL PROPERTY REGIME  
CROW HILL RESIDENTIAL CONDOMINIUM APARTMENTS

Description of Limited Common Areas and Facilities

The "Limited Common Areas and Facilities" for the Project and the Condominium Apartments to which their use is reserved is as follows:

A. Exterior Decks. Each Apartment in this Project constructed in accordance with the floor plan designated "Mountain View" has immediate access to an exterior deck adjacent to the Apartment. The deck adjacent to an Apartment is reserved for the exclusive use of that Apartment, to the exclusion of all others within the Project. Such decks are identified on the Survey Maps and Floor Plans filed contemporaneously with the recording of this Amendment to Declaration by the letter "D", followed by the unit designation of the Apartment to which such Limited Common Area is appurtenant.

B. Carports. There are twelve (12) parking stalls located within carports on the land described at Article 1 of the Amendment to Declaration preserved for the exclusive use of one Apartment to the exclusion of all others within the Project. The carport parking stalls are identified on the Survey Maps and Floor Plans by the letters "CP" followed by the unit designation of the Apartment to which such Limited Common Area is appurtenant.

C. Outside Parking. There is one (1) outside parking space reserved for the exclusive use of each Apartment to the exclusion of all others within the Project. These parking spaces are identified on the Survey Maps and Floor Plans by the letter "P" followed by the unit designation of the Apartment to which such Limited Common Area is appurtenant.



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BOOK 229 PAGE 999B  
JUNE 1983RECORDED-FILED  
JUNEAU REC.  
DISTRICT

Dec 30 3 04 PM '83

REQUESTED BY LARRY SPENCER BOX 676, JUNEAU, AK 99802  
EXHIBIT CTO AMENDMENT TO DECLARATION SUBMITTING REAL PROPERTY  
TO HORIZONTAL PROPERTY REGIME  
CROW HILL RESIDENTIAL CONDOMINIUM APARTMENTSValue of Apartment Units and Undivided Interest In  
Common Areas and Facilities

The value of each of the Condominium Apartments in the Project as expanded and the percentage of undivided interest in the Common Areas and Facilities appertaining to each in the Project as so expanded is as follows:

<u>Building/ Unit No.</u>	<u>Value</u>	<u>Undivided Interest</u>	<u>Building/ Unit No.</u>	<u>Value</u>	<u>Undivided Interest</u>
A-1	\$61,000	.01167	D-1	\$70,700	.01352
A-2	\$61,000	.01167	D-2	\$70,700	.01352
A-3	\$61,000	.01167	D-3	\$70,700	.01352
A-4	\$61,000	.01167	D-4	\$73,900	.01413
A-5	\$74,100	.01417	D-5	\$74,500	.01425
A-6	\$71,600	.01369	D-6	\$74,500	.01425
A-7	\$74,100	.01417	D-7	\$75,150	.01437
A-8	\$74,100	.01417	D-8	\$77,000	.01473
A-9	\$72,600	.01388	D-9	\$75,500	.01444
A-10	\$75,750	.01449	D-10	\$76,150	.01456
A-11	\$72,600	.01388	D-11	\$78,000	.01492
A-12	\$75,750	.01449	D-12	\$75,500	.01444
B-1	\$63,250	.01210	E-1	\$73,900	.01413
B-2	\$61,000	.01167	E-2	\$70,700	.01352
B-3	\$61,000	.01167	E-3	\$70,700	.01352
B-4	\$61,000	.01167	E-4	\$76,400	.01461
B-5	\$74,100	.01417	E-5	\$74,500	.01425
B-6	\$74,100	.01417	E-6	\$77,650	.01485
B-7	\$71,600	.01369	E-7	\$77,400	.01480
B-8	\$74,100	.01417	E-8	\$77,000	.01473
B-9	\$72,600	.01388	E-9	\$78,650	.01504
B-10	\$72,600	.01388	E-10	\$76,900	.01471
B-11	\$72,600	.01388	E-11	\$78,650	.01504
B-12	\$72,600	.01388	E-12	\$76,900	.01471
C-1	\$70,600	.01350	F-1	\$73,900	.01413
C-2	\$67,000	.01281	F-2	\$70,700	.01352
C-3	\$67,000	.01281	F-3	\$70,700	.01352
C-4	\$70,600	.01350	F-4	\$77,050	.01474
C-5	\$71,600	.01369	F-5	\$74,500	.01425
C-6	\$71,600	.01369	F-6	\$74,500	.01425
C-7	\$74,100	.01417	F-7	\$74,500	.01425
C-8	\$74,100	.01417	F-8	\$74,500	.01425
C-9	\$75,100	.01436	F-9	\$78,000	.01492
C-10	\$72,600	.01388	F-10	\$78,000	.01492
C-11	\$72,600	.01388	F-11	\$75,500	.01444
C-12	\$75,100	.01436	F-12	\$78,000	.01492

LAW OFFICES OF  
KAY, CHRISTIE,  
SAVILLE & COFFEY  
A PROFESSIONAL CORPORATION  
2350 DENALI, SUITE 1300  
ANCHORAGE, AK 99503  
(907) 276-4335

1 AGREEMENT CREATING AN EASEMENT FOR A PRIVATE ROAD

2 AGREEMENT made this 18 day of August, 1983, by  
3 and between PHIL E. GODFREY and RICHARD B. KOMEN both of P.  
4 O. Box 1954, Bellevue, WA 98009 (hereinafter referred to as  
5 "Grantors") and New Treadwell Associates, Inc. of P. O. Box  
6 676, Juneau, AK 99801, BCD Construction, Inc. of P. O. Box  
7 2325, Juneau, AK 99801, and Crow Hill Condominium Homeowners  
8 Assoc., Inc., P. O. Box 676, Juneau, AK 99801, (hereinafter  
9 referred to as "Grantees").

10 RECITALS

11 WHEREAS the Grantors are the fee simple owners of  
12 the following described real estate which is situated in the  
13 Juneau Recording District, First Judicial District, State of  
14 Alaska:

15 A tract of land within a fraction of U. S. M. S.  
16 341 and 340, comprising of approximately 154 acres.

17 WHEREAS the Grantees are the fee simple owners of  
18 the following described real estate which is situated in the  
19 Juneau Recording District, First Judicial District, State of  
20 Alaska:

21 Tracts E1, E2, and C Crow Hill Subdivision within  
22 a fraction of U.S.M.S. 341A.

23 WHEREAS Grantors' and Grantees' real property  
24 herein described are adjacent properties.

25 WHEREAS Grantees desire an easement across Grantors'  
26 property for the purpose of having a private road.

27 AND WHEREAS Grantees have paid Grantors \$10.00  
28 (ten dollars) in consideration for said easement.

29 NOW THEREFORE, the parties agree as follows:

30 1. Grantors hereby agree to and do hereby grant  
31 and convey to Grantees a non-exclusive easement appurtenant  
32 in perpetuity for a private roadway across the property of  
Grantors the location of the easement being described as:

1 Beginning at a point on the northwesterly line of  
2 said Lot E-4, said point being South 74°25'30" West 49.74 feet  
3 from the most northerly corner thereof: thence; south 63°04'52"  
4 east 27.77 feet, thence; south 45°24'00" east 74.62 feet to  
5 the beginning of a tangent curve concave northerly, having a  
6 central angle of 76°13'30" and a radius of 16.00 feet, thence;  
7 easterly along said curve 21.29 feet to the westerly right of  
8 way of Crow Hill Drive, thence; along said right of way south  
9 31°37'30" east 29.00 feet to the beginning of a tangent curve  
10 concave northerly having a central angle of 76°13'30" and a  
11 radius of 45.00 feet, thence; westerly along said curve 59.87  
12 feet, thence; north 45°24'00" west 70.11 feet, thence; North  
13 63°04'52" west 54.91 feet to the northwesterly line of said  
14 lot E-4, thence; north 74°25'30" east 42.93 feet to the point  
15 of beginning.

16 2. Grantors and Grantees further agree that the  
17 purpose of the said private road is to provide vehicular  
18 traffic with ingress to and egress from Grantees' property.

19 3. Grantors further agree that Grantees shall  
20 have the sole discretion to design said private road and  
21 Grantees agree to bear the full cost of designing said  
22 private road.

23 4. Grantees agree that the said private roadway  
24 shall be built and paid for by Grantees; that Grantees shall  
25 bear the total cost of maintaining and repairing said pri-  
26 vate road unless Grantors exercise their right under para-  
27 graph four below to use said private road; and that Grantees  
28 shall construct and hydroseed all altered slopes at no  
29 expense to the Grantors.

30 5. Grantors and Grantees agree that Grantors  
31 shall have the right to use the completed private road for  
32 ingress to and egress from Grantors' property provided:

(a) That the total cost of making any needed  
improvements or changes in design, slope stabilization or  
landscaping are borne by the Grantors;

(b) That all improvements, changes, or  
modifications in design or slope stabilization shall be done  
in accordance with CJB Title 19, as amended;

1 (c) That all changes, modifications, or  
2 alterations affecting the slope, soil, or landscaping--  
3 including, but not limited to, damages caused by increased  
4 water runoff, site preparation, or other construction of any  
5 amended, and shall be restored at Grantors' expense to a  
6 condition as good as or better than that existing prior to  
7 Grantors' activities; and

8 (d) That Grantors share equally in any and  
9 all maintenance and repair costs;

10 6. Grantors further agree to maintain a 2:1  
11 slope or less adjacent to said easement where required by  
12 CBJ Title 19, as amended, or, where allowed by CBJ Title 19,  
13 or amended, a slope greater than 2:1.

14 7. Grantors warrant that the title conveyed to  
15 Grantees is not and will not be encumbered by any easements,  
16 licenses, or other rights, interests, or restrictions not  
17 disclosed by the public record or which would in any way  
18 affect Grantees' beneficial use of said easement or affect  
19 its value to Grantees.

20 DATED this 18 day of August, 1983.

21  
22 BY Phil E. Godfrey  
23 PHIL E. GODFREY

24 BY Richard B. Komen  
25 PHIL E. GODFREY (by Power of  
26 Attorney) for  
RICHARD B. KOMEN

27 STATE OF ALASKA )  
28 FIRST JUDICIAL DISTRICT ) ss.

29 THIS IS TO CERTIFY that on this 18th day of  
30 August, 1983, before me, the undersigned, a Notary Public in  
31 and for the State of Alaska, duly commissioned and sworn,  
32 personally appeared Phil E. Godfrey and for Richard B. Komen  
Doug E. Godfrey appeared by Power of Attorney, to me known  
and known to me to be the person he represented himself to be  
and the same person who executed the above and foregoing

1 instrument, and who acknowledged to me that he had full  
2 power and authority to and did execute the above and fore-  
going as a free and voluntary act, for the uses and purposes  
therein mentioned.

3  
4 WITNESS my hand and official seal the day, month  
and year herein first above written.

5  
6 Vicki J. Robbins  
Notary Public in and for Alaska  
My commission expires: 11-8-86

8  
9 83-007765

10 17.00  
11 RECORDED-FILED  
12 JUNEAU REC.  
DISTRICT

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14 REQUESTED BY TTICO

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- GENERAL NOTES:**
1. THIS SURVEY IS LOCATED ON TRACT E-2, CROW HILL SUBDIVISION, AS RECORDED IN A.P.C. IN THE JUNEAU ARCHIVES DEPARTMENT OF RECORDS, JUNEAU, ALASKA, BOOK 10, PAGE 10.
  2. THE SURVEYOR HAS BEEN ADVISED BY THE JUNEAU ARCHIVES DEPARTMENT OF RECORDS THAT THE ORIGINAL RECORDS OF THIS SURVEY ARE IN THE POSSESSION OF THE JUNEAU ARCHIVES DEPARTMENT OF RECORDS.
  3. ALL DEEDS, EASEMENTS, AND INTERESTS RELATING TO THIS SURVEY ARE TO BE RECORDED IN THE JUNEAU ARCHIVES DEPARTMENT OF RECORDS.
  4. ALL DEEDS, EASEMENTS, AND INTERESTS RELATING TO THIS SURVEY ARE TO BE RECORDED IN THE JUNEAU ARCHIVES DEPARTMENT OF RECORDS.
  5. THE SURVEYOR HAS BEEN ADVISED BY THE JUNEAU ARCHIVES DEPARTMENT OF RECORDS THAT THE ORIGINAL RECORDS OF THIS SURVEY ARE IN THE POSSESSION OF THE JUNEAU ARCHIVES DEPARTMENT OF RECORDS.
  6. THE SURVEYOR HAS BEEN ADVISED BY THE JUNEAU ARCHIVES DEPARTMENT OF RECORDS THAT THE ORIGINAL RECORDS OF THIS SURVEY ARE IN THE POSSESSION OF THE JUNEAU ARCHIVES DEPARTMENT OF RECORDS.
  7. THE SURVEYOR HAS BEEN ADVISED BY THE JUNEAU ARCHIVES DEPARTMENT OF RECORDS THAT THE ORIGINAL RECORDS OF THIS SURVEY ARE IN THE POSSESSION OF THE JUNEAU ARCHIVES DEPARTMENT OF RECORDS.
  8. THE SURVEYOR HAS BEEN ADVISED BY THE JUNEAU ARCHIVES DEPARTMENT OF RECORDS THAT THE ORIGINAL RECORDS OF THIS SURVEY ARE IN THE POSSESSION OF THE JUNEAU ARCHIVES DEPARTMENT OF RECORDS.
  9. THE SURVEYOR HAS BEEN ADVISED BY THE JUNEAU ARCHIVES DEPARTMENT OF RECORDS THAT THE ORIGINAL RECORDS OF THIS SURVEY ARE IN THE POSSESSION OF THE JUNEAU ARCHIVES DEPARTMENT OF RECORDS.
  10. THE SURVEYOR HAS BEEN ADVISED BY THE JUNEAU ARCHIVES DEPARTMENT OF RECORDS THAT THE ORIGINAL RECORDS OF THIS SURVEY ARE IN THE POSSESSION OF THE JUNEAU ARCHIVES DEPARTMENT OF RECORDS.

**CERTIFICATE OF APPROVAL**

I, the undersigned, being a duly qualified Surveyor in the State of Alaska, do hereby certify that the foregoing is a true and correct copy of the original records of this survey as the same appear in the files of the Department of Records, City and Borough of Juneau, Alaska.

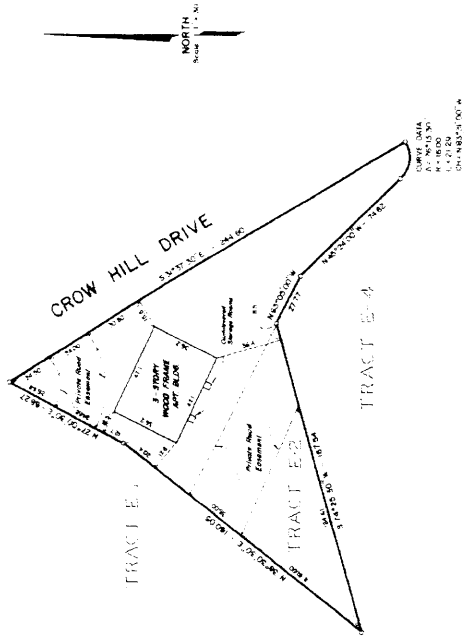
DATED: January 11, 1930

ATTEST:

Charles J. Kelly  
City Clerk

William B. Lusk  
Director  
City and Borough of Juneau  
Development

CITY AND BOROUGH OF JUNEAU



**SURVEYOR'S CERTIFICATE**

I, the undersigned, being a duly qualified Surveyor in the State of Alaska, do hereby certify that the foregoing is a true and correct copy of the original records of this survey as the same appear in the files of the Department of Records, City and Borough of Juneau, Alaska.

DATED: January 11, 1930

**TEMP'S ENGINEERING**

JUNEAU, ALASKA

Scale 1" = 30'

**AS-BUILT SURVEY**

A RESUBDIVISION OF TRACT E-2 OF CROW HILL SUBDIVISION, U.S.M.S. 341-A JUNEAU, ALASKA

OWN BILL INSTRUMENTAL CONGRESSIONAL REAPPORTMENT PRIME 111

Sheet **1** of **3**

408

*Juneau Plat 40-16*

**CERTIFICATE OF APPROVAL**

I, the undersigned, being a duly qualified Surveyor in the State of Alaska, do hereby certify that the foregoing is a true and correct copy of the original records of this survey as the same appear in the files of the Department of Records, City and Borough of Juneau, Alaska.

DATED: January 11, 1930

**CERTIFICATE OF APPROVAL**

I, the undersigned, being a duly qualified Surveyor in the State of Alaska, do hereby certify that the foregoing is a true and correct copy of the original records of this survey as the same appear in the files of the Department of Records, City and Borough of Juneau, Alaska.

DATED: January 11, 1930

**CERTIFICATE OF APPROVAL**

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DATED: January 11, 1930

*40-16*

*Juneau Plat 40-16*

*Juneau Plat 40-16*

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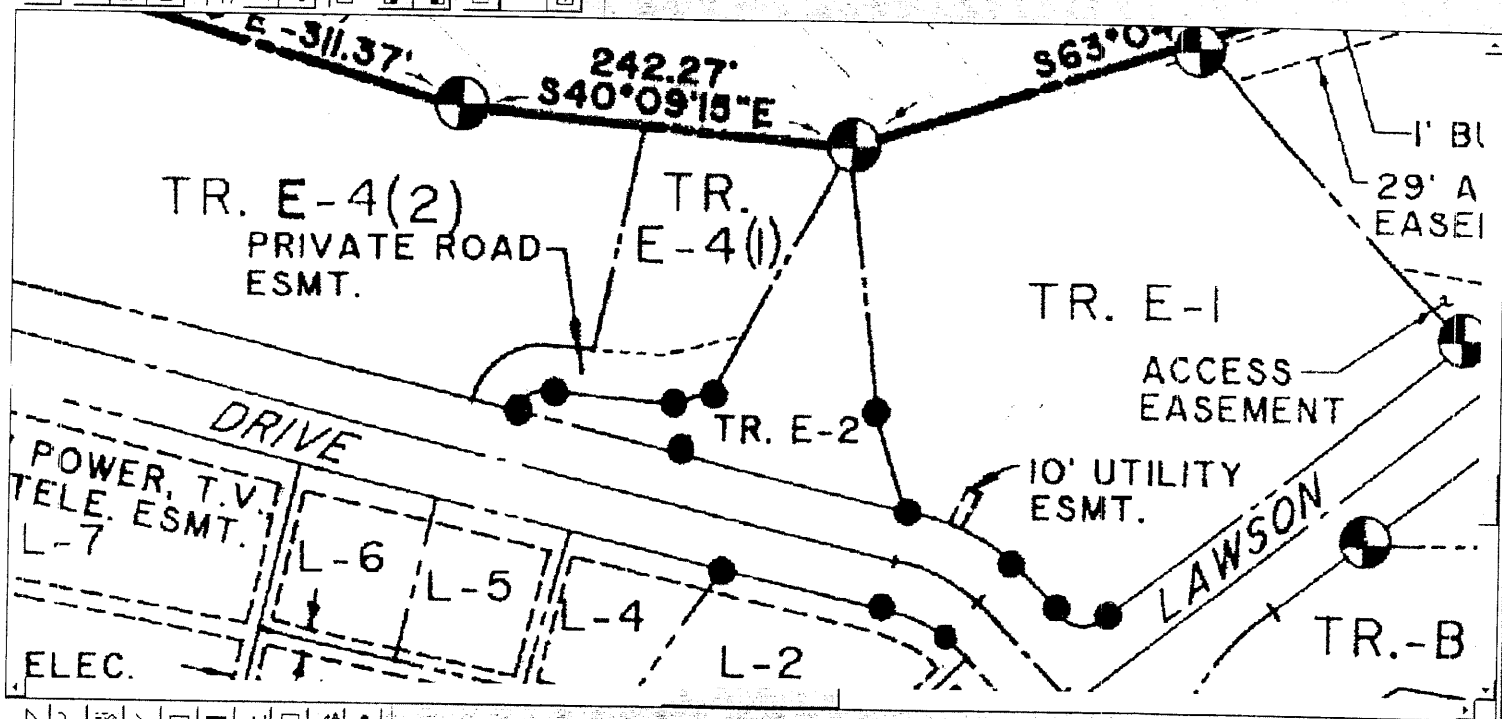
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SECOND AMENDMENT TO DECLARATION SUBMITTING REAL PROPERTY TO  
HORIZONTAL PROPERTY REGIME  
CROW HILL RESIDENTIAL CONDOMINIUMS APARTMENTS  
PHASE THREE

THIS AMENDMENT, made on the date hereinafter set forth by Declarants NEW TREADWELL ASSOCIATES, INC., an Alaskan corporation, B.C.D. CONSTRUCTION, INC., an Alaskan corporation, operating as a joint venture, of P. O. Box 676, Juneau, Alaska 99802, JEFFREY W. WILSON, a married man, of 175 South Franklin Street, Juneau, Alaska 99801, BRUCE C. DENTON, a married man, of 175 South Franklin Street, Juneau, Alaska 99801, ERIC B. DENTON, a married man, of 2423 SW 172nd, Seattle, Washington, 98166

\_\_\_\_\_, MARGRET RUTH DENTON, a married woman, of 2423 SW 172nd, Seattle, Washington, 98166

\_\_\_\_\_, WILLIAM J. SPENCER, a married man, of 3835 Oak Street North, Minneapolis, Minnesota 55429, LILLIAN ELAINE SPENCER, a married woman, of 3835 Oak Street North, Minneapolis, Minnesota 55429, and LARRY A. SPENCER, a married man, of 175 South Franklin Street, Juneau, Alaska 99801, is an amendment to that certain "Amended and Restated Declaration for Crow Hill Residential Condominium Apartments, recorded March 29, 1983, in Book 210 at Pages 950 to 999H, inclusive, as amended by the "Amendment to Declaration" recorded December 30, 1983 in Book 229, Pages 994-999, inclusive, Records of the Juneau Recording District, First Judicial District, State of Alaska (sometimes called Phase Two Amendment), made for the purpose of expanding the Horizontal Property Regime established by the foregoing, and the "Supplementary Survey Maps and Floor Plans" filed in the Juneau Recording District, First Judicial District, under Plat No. 83-44, and Plat No. 83-239 (called "Survey Maps and Floor Plans" below).

Pursuant to XII (L)(1) of the Amended and Restated Declaration, Declarants, being the owners of the land described at Article 1 below and the improvements constructed thereon, or duly authorized to execute this Second Amendment, hereby submit said property to the provisions of the Horizontal Property Regimes Act (Title 34, Chapter 07, Alaska Statutes, as now existing or as hereafter amended), and hereby establish as Amended Horizontal Property Regime so that all of said property, all of the Phase I property, and all of the Phase II property shall be a single "property" as defined in AS 34.07.450(13), and shall constitute a single "Horizontal Property Regime" (sometimes hereafter referred to as "Project").

At the time of recording of this Amendment, there has been filed in the Juneau Recording District, First Judicial District, State of Alaska, amended Survey Maps and Floor Plans for the "Project" as so expanded by this Second Amendment under File

No. 90-2124, which amended Survey Maps and Floor Plans are incorporated by reference herein as if fully set forth, and are hereafter called "Survey Maps and Floor Plans".

1. DESCRIPTION OF ADDITIONAL LAND: The "Additional Land" hereby submitted to the Horizontal Property Regimes Act is situate in the Juneau Recording District, First Judicial District, State of Alaska, and more particularly described as follows:

Tract E-2, CROW HILL SUBDIVISION, according to Plat No. 83-125, records of the Juneau Recording District, First Judicial District, State of Alaska.

2. DESCRIPTION OF ADDITIONAL "CONDOMINIUM BUILDINGS" IN PROJECT: There is one (1) "Condominium Building" constructed on the Additional Land described at Article 1 above, which has two (2) levels (stories) constructed over a basement level. The three levels of the Condominium Building are referred to as "Basement Level", "First Floor Level", and "Second Floor Level" on the Survey Maps and Floor Plans filed contemporaneously with the recording of this instrument. On such Survey Maps and Floor Plans the Condominium Building is identified as Building G.

The Condominium Building contains six (6) "Apartments".

The principal materials of which each of the Condominium Buildings is constructed are as follows: poured concrete foundation, wood framing and floors, cedar siding and asphalt shingle roofing.

3. DESCRIPTION OF ADDITIONAL APARTMENTS: The six (6) additional Apartments constructed on the Additional Land described at Article 1 above are described on Exhibit "A" attached, which is made a part hereof.

4. DESCRIPTION OF COMMON AREAS AND FACILITIES FOR EXPANDED PROJECT:

A. The land described at Article 4 of the Phase Two Amendment, and the land described at Article 1 above, the airspace above all improvements situate upon all such land, except those improvements actually within the airspace occupied by each Apartment.

B. The foundation, columns, girders, beams, supports, plumbing, electrical and load-bearing walls, stairways, ducts, flues, corridors, and roof of the Condominium Buildings in the Project as expanded.

C. Except as otherwise set forth below, the installations of common utility services to the exterior of the perimeter walls, floors or ceilings of each Apartment. In the case of utility services now or hereafter metered to and for the exclusive use of an individual Apartment, the Common Area or Facility extends only to and does not include such meter; and the meters, wires, conduits or pipes from same are "improvements" belonging exclusively to each particular Apartment, regardless of where located. The pipes, conduits and wires from the exterior of the perimeter walls, floors or ceilings of each Apartment are the exclusive property and responsibility of the owner of each.

D. Those parts of the Project designated as "Common Area" on the Survey Maps and Floor Plans.

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

5. DESCRIPTION OF ADDITIONAL "LIMITED COMMON AREAS AND FACILITIES": The additional Limited Common Areas and Facilities reserved for the use of one or more Apartments, to the exclusion of some or all other Apartments in the Project, are as shown on the Survey Maps and Floor Plans, and are further described on Exhibit "B" attached, which is made a part hereof.

6. VALUE OF LAND AND IMPROVEMENTS:

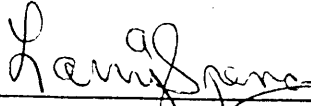
A. The value of the unimproved land for the Project as so expanded is Three Hundred Thousand Dollars (\$300,000.00); and the value of the Project as so expanded is Five Million Six Hundred Seventy-Five Thousand Eight Hundred Dollars (\$5,675,800.00).

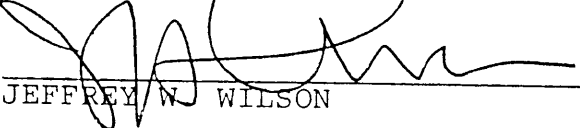
B. The value of each Condominium Apartment in the Project as expanded, and the percentage of undivided interest in the Common Areas and Facilities appertaining to each of the Apartments in the Project so expanded, is as set forth on Exhibit "C" attached hereto. The values set forth on Exhibit "C" are established as required by Chapter 07, Title 34, Alaska Statutes, and do not necessarily reflect the amount for which a Condominium Apartment will be sold by Declarants or others.

7. REVISED PARKING PLAN: The Phase I Crow Hill Parking Plan, as described in the Amended and Restated Declaration of Crow Hill Residential Condominium Apartments, recorded March 29, 1983 in Book 210 at Page 999, and the Phase II Crow Hill Parking Plan as described in Plat 83-239, recorded December 30, 1983, are superseded and revoked by the Parking Plan described in Plat 90-16, recorded concurrently with this Amendment.

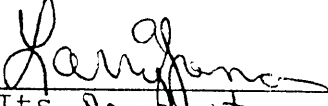
DATED at Juneau, Alaska this 28<sup>th</sup> day of MARCH, 1990.

NEW TREADWELL ASSOCIATES, INC.  
B.C.D. CONSTRUCTION, INC.  
A Joint Venture

  
\_\_\_\_\_  
LARRY A. SPENCER


  
\_\_\_\_\_  
JEFFREY W. WILSON

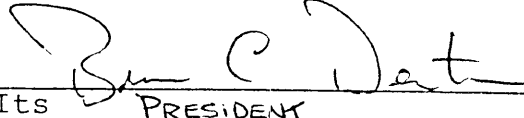
NEW TREADWELL ASSOCIATES, INC.  
An Alaskan Corporation


By   
\_\_\_\_\_  
Its President

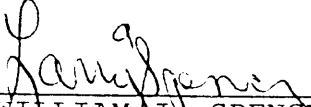
  
\_\_\_\_\_  
BRUCE C. DENTON

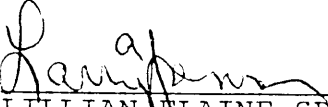
B.C.D. CONSTRUCTION, INC.  
An Alaskan Corporation

  
\_\_\_\_\_  
ERIC B. DENTON, by and through  
his Attorney-In-Fact,  
Bruce C. Denton

By   
\_\_\_\_\_  
Its PRESIDENT

  
\_\_\_\_\_  
MARGRET RUTH DENTON, by and through  
her Attorney-In-Fact,  
Bruce C. Denton

  
\_\_\_\_\_  
WILLIAM J. SPENCER, by and through  
his Attorney-In-Fact,  
Larry A. Spencer

  
\_\_\_\_\_  
LILLIAN ELAINE SPENCER, by and through  
her Attorney-In-Fact,  
Larry A. Spencer

STATE OF ALASKA

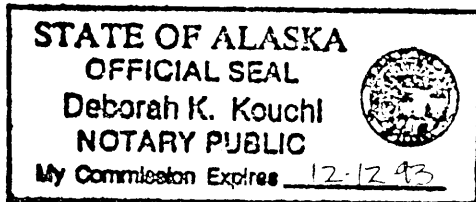
)

) ss.

FIRST JUDICIAL DISTRICT

)

THIS IS TO CERTIFY that on this 28<sup>th</sup> day of March, 1990, before me, the undersigned Notary Public, personally appeared LARRY A. SPENDER, known to me to be the PRESIDENT of NEW TREADWELL ASSOCIATES, INC., an Alaskan corporation, and said person acknowledged to me that the same was executed pursuant to the Bylaws or a resolution of the Board of Directors of said corporation.



Deborah K. Kouchi  
Notary Public for Alaska  
My Commission Expires: 12-12-93

STATE OF ALASKA

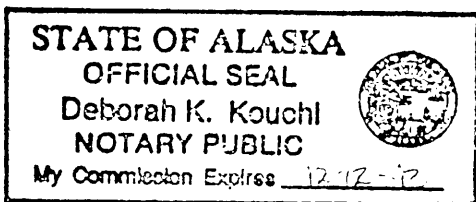
)

) ss.

FIRST JUDICIAL DISTRICT

)

THIS IS TO CERTIFY that on this 28<sup>th</sup> day of March, 1990, before me, the undersigned Notary Public, personally appeared BRIAN E. (T) DENTON, known to me to be the PRESIDENT of B.C.D. CONSTRUCTION, INC., an Alaskan corporation, and said person acknowledged to me that the same was executed pursuant to the Bylaws or a resolution of the Board of Directors of said corporation.



Deborah K. Kouchi  
Notary Public for Alaska  
My Commission Expires: 12-12-93

STATE OF ALASKA

)

) ss.

FIRST JUDICIAL DISTRICT

)

THIS IS TO CERTIFY that on this 28<sup>th</sup> day of March, 1990, before me, the undersigned Notary Public, personally appeared Jeffrey W. Wilson, known to me to be the individual named in and who executed the foregoing instrument freely and voluntarily for the uses and purposes therein set forth.

STATE OF ALASKA  
OFFICIAL SEAL

Deborah K. Kouchi

NOTARY PUBLIC

My Commission Expires 12-12-93

Deborah K. Kouchi

Notary Public for Alaska

My Commission Expires: 12-12-93

STATE OF ALASKA

)

) ss.

FIRST JUDICIAL DISTRICT

)

THIS IS TO CERTIFY that on this 28<sup>th</sup> day of March, 1990, before me, the undersigned Notary Public, personally appeared Bruce C. Denton, known to me to be the individual named in and who executed the foregoing instrument freely and voluntarily for the uses and purposes therein set forth.

STATE OF ALASKA  
OFFICIAL SEAL

Deborah K. Kouchi

NOTARY PUBLIC

My Commission Expires 12-12-93

Deborah K. Kouchi

Notary Public for Alaska

My Commission Expires: 12-12-93

STATE OF ALASKA

)

) ss.

FIRST JUDICIAL DISTRICT

)

THIS IS TO CERTIFY that on this 28<sup>th</sup> day of March, 1990, before me, the undersigned Notary Public, personally appeared Bruce C. Denton, known to me to be the attorney-in-fact for Eric B. Denton, and as such executed the foregoing instrument freely and voluntarily for the uses and purposes therein set forth.

STATE OF ALASKA  
OFFICIAL SEAL

Deborah K. Kouchi

NOTARY PUBLIC

My Commission Expires 12-12-93

Deborah K. Kouchi

Notary Public for Alaska

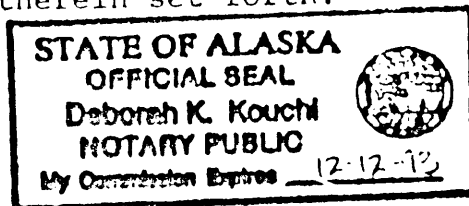
My Commission Expires: 12-12-93

STATE OF ALASKA

)  
) ss.

FIRST JUDICIAL DISTRICT

THIS IS TO CERTIFY that on this 24th day of March, 1990, before me, the undersigned Notary Public, personally appeared Bruce C. Denton, known to me to be the attorney-in-fact for Margret Ruth Denton, and as such executed the foregoing instrument freely and voluntarily for the uses and purposes therein set forth.



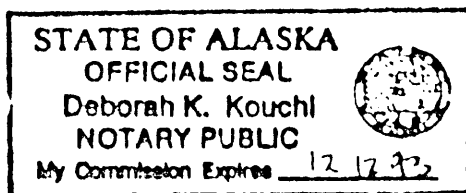
Deborah K. Kouchi  
Notary Public for Alaska  
My Commission Expires: 12-12-93

STATE OF ALASKA

)  
) ss.

FIRST JUDICIAL DISTRICT

THIS IS TO CERTIFY that on this 24th day of March, 1990, before me, the undersigned Notary Public, personally appeared Larry A. Spencer, known to me to be the attorney-in-fact for William J. Spencer, and as such executed the foregoing instrument freely and voluntarily for the uses and purposes therein set forth.



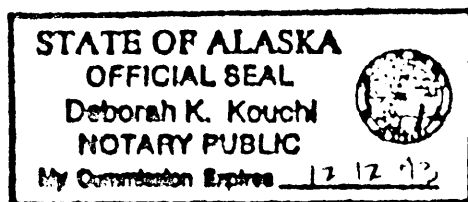
Deborah K. Kouchi  
Notary Public for Alaska  
My Commission Expires: 12-12-93

STATE OF ALASKA

)  
) ss.

FIRST JUDICIAL DISTRICT

THIS IS TO CERTIFY that on this 24th day of March, 1990, before me, the undersigned Notary Public, personally appeared Larry A. Spencer, known to me to be the attorney-in-fact for Lillian Elaine Spencer, and as such executed the foregoing instrument freely and voluntarily for the uses and purposes therein set forth.



Deborah K. Kouchi  
Notary Public for Alaska  
My Commission Expires: 12-12-93

STATE OF ALASKA

)

) ss.

FIRST JUDICIAL DISTRICT

)

THIS IS TO CERTIFY that on this 28<sup>th</sup> day of March, 1990, before me, the undersigned Notary Public, personally appeared Larry A. Spencer, known to me to be the individual named in and who executed the foregoing instrument freely and voluntarily for the uses and purposes therein set forth.

STATE OF ALASKA

OFFICIAL SEAL

Deborah K. Kouchi

NOTARY PUBLIC

My Commission Expires 12-12-93

Deborah K. Kouchi  
Notary Public for Alaska  
My Commission Expires: 12-12-93



EXHIBIT C

<u>BLDG/ UNIT NO</u>	<u>VALUE</u>	<u>UNDIVI INTERE</u>	<u>BLDG/ UNIT NO</u>	<u>VALUE</u>	<u>UNDIVIDED INTEREST</u>
A1	\$61,000	.0107	D1	\$70,700	.0125
A2	61,000	.0107	D2	70,700	.0125
A3	61,000	.0107	D3	70,700	.0125
A4	61,000	.0107	D4	73,900	.0130
A5	74,100	.0131	D5	74,500	.0131
A6	71,000	.0125	D6	74,500	.0131
A7	74,100	.0131	D7	75,100	.0132
A8	74,100	.0131	D8	77,000	.0136
A9	72,600	.0128	D9	75,500	.0133
A10	75,750	.0133	D10	76,150	.0134
A11	72,600	.0128	D11	78,000	.0137
A12	75,750	.0133	D12	75,500	.0133
B1	63,250	.0111	E1	73,900	.0130
B2	61,000	.0107	E2	70,700	.0125
B3	61,000	.0107	E3	70,700	.0125
B4	61,000	.0107	E4	76,400	.0135
B5	74,100	.0131	E5	74,500	.0131
B6	74,100	.0131	E6	77,650	.0137
B7	71,600	.0126	E7	77,400	.0136
B8	74,100	.0131	E8	77,000	.0136
B9	72,600	.0128	E9	78,650	.0139
B10	72,600	.0128	E10	76,900	.0135
B11	72,600	.0128	E11	78,650	.0139
B12	72,600	.0128	E12	76,900	.0135
C1	70,600	.0124	F1	73,900	.0130
C2	67,000	.0118	F2	70,700	.0125
C3	67,000	.0118	F3	70,700	.0125
C4	70,600	.0124	F4	77,050	.0136
C5	71,600	.0126	F5	74,500	.0131
C6	71,600	.0126	F6	74,500	.0131
C7	74,100	.0131	F7	74,500	.0131
C8	74,100	.0131	F8	74,500	.0131
C9	75,100	.0132	F9	78,000	.0137
C10	72,600	.0128	F10	78,000	.0137
C11	72,600	.0128	F11	75,500	.0133
C12	75,100	.0132	F12	78,000	.0137
			G1	73,900	.0130
			G2	73,900	.0130
			G3	74,500	.0131
			G4	74,500	.0131
			G5	76,900	.0135
			G6	76,900	.0135

90-2123

RECORDED - FILED 3900  
 Juneau REC. DIV.  
 DATE 3/29 1990  
 TIME 2:52 P.M.  
 Forwarded by Bruce Denton  
 Address

CC