

State of Alaska
Department of Community and Economic Development
Division of Banking, Securities and Corporations

CERTIFICATE
OF
INCORPORATION
Nonprofit Corporation

The undersigned, as Commissioner of Community and Economic Development of the State of Alaska, hereby certifies that Articles of Incorporation of

TOWNE EAST VILLA CONDOMINIUM ASSOCIATION, INC.

have been received in this office and have been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Community and Economic Development, and by virtue of the authority vested in me by law, hereby issues this Certificate of Incorporation and attaches hereto the original copy of the Articles of Incorporation.

IN TESTIMONY WHEREOF, I execute this certificate and
affix the Great Seal of the State of Alaska on
AUGUST 13, 2003

Edgar Blatchford

Edgar Blatchford
Commissioner

TOWNE EAST VILLA CONDOMINIUM ASSOCIATION, INC.
CERTIFICATION OF UNSIGNED BYLAWS

WHEREAS, Towne East Villa Condominium Association, Inc. (hereinafter "the Association") is the non-profit corporation established pursuant to Alaska Statutes AS 34.07 and the Declaration in order to administer the condominium project known as TOWNE EAST VILLA (a condominium). The project was established by Declaration recorded December 21, 1977 in Book 257 at page 668 (Phase I) and as shown on plat no. 77-283, records of the Anchorage Recording District, Third Judicial District, State of Alaska;


WHEREAS, although association records contain bylaws purporting to be established on behalf of Towne East Villa Condominium Association, Inc. which bylaws have been in effect and utilized to govern the association for nearly thirty-two years, said bylaws were never signed;

WHEREAS, the association has no other bylaws in its records, it appears said bylaws were intended to be followed by the association, and said bylaws have been distributed to all owners as part of the governing documents (and included with all resale certificates);

NOW, THEREFORE, BE IT RESOLVED that the association shall adopt/ratify the existing bylaws as bylaws of the association;

BE IT FURTHER RESOLVED that the president's signature on this document shall be construed as the association's assent to the bylaws, as if same had been properly signed on December 21, 1977 when the project was initially created.

DATED at Anchorage, Alaska this 12th day of March 2014.



Michelle Felix, President

Towne East Villa Condominium Association, Inc.
Resolution Authorizing Bylaw Signature

WHEREAS, in the absence of a conflicting bylaw provision, AS 34.08.320(a)(1) authorizes the board of directors for Towne East Villa CONDOMINIUM ASSOCIATION, INC., (“the Association”) to “adopt and amend bylaws;”

WHEREAS, (subject to the declaration and bylaws) AS 34.08.330 authorizes the board to act “in all instances” on behalf of the Association,

WHEREAS, the declaration recorded June 19, 1978 in Book 307, at Page 61 establishing the Towne East Villa Condominium project contained a set of bylaws as an Exhibit B;

WHEREAS, the bylaws recorded as Exhibit B to the Declaration were never signed;

WHEREAS, the Association has followed the unsigned, recorded bylaws as adopted for nearly thirty years without question as to the propriety of said bylaws;

WHEREAS, Alaska Housing Finance Corporation recently questioned the propriety of the bylaws, and the Association has been unable to locate a proper signed set of bylaws;

WHEREAS, in the absence of a countervailing bylaw provision (such as Article X, Section 1 of the unsigned bylaws, requiring 75% owner approval for any amendment thereto), the board of directors enjoys statutory authority to adopt the original bylaws, executing same as an official act of the Association;


NOW, THEREFORE BE IT RESOLVED, the following policy be and hereby is adopted by the Board of Directors:

1. The original bylaws recorded as Exhibit B to the Declaration, to the extent same may be questioned as authentic, are hereby adopted by the Association and shall be signed by the Secretary and President with retroactive application to June 19, 1978;

2. Any amendment of the bylaws shall require 75% owner approval under the procedure outlined in Article X of the bylaws.

3. This resolution shall be distributed to all homeowners and Alaska Housing Finance Committee and shall become effective immediately. The President and Secretary are further authorized to execute and/or record any further documentation requested or required by Alaska Housing Finance Corporation to facilitate lending approvals for the Association.

DATED this 12th day of March 2014, at Anchorage, Alaska.



Michelle Felix, President

BOOK 257

PAGE C 668

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

FOR

TOWNE EAST VILLA CONDOMINIUMS

THIS DECLARATION is made on the 10th day of November, 1977, by JEM COMPANY, a partnership comprised of JAMES WEBB, W. ERNEST WEBB and MICHAEL WEBB, "Declarant" herein.

P R E A M B L E:

(A) Declarant is the owner of real property in the Third Judicial District, State of Alaska, described as:

Lots Twelve (12) and Thirteen (13), Block Two (2), TOWN EAST SUBDIVISION, according to the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

(B) It is the desire and intention of Declarant to subdivide the property into a condominium estate and to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all the condominium estate created.

(C) Declarant hereby declares that all of the property is, and shall be, held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, easements, conditions and covenants, all of which are declared and agreed to in furtherance of a plan for the protection, maintenance, improvement and sale of the property for the purpose of enhancing the value and desirability of the property. All provisions of this Declaration are hereby imposed as equitable servitudes upon the property. All of the limitations, restrictions, easements, conditions and covenants herein shall run with the land and shall be binding upon and for the benefit of all of the property and all parties having or acquiring any right, title or interest in the property or any part thereof.

(D) Declarant, his successors, assigns and grantees, covenant and agree that the undivided interest in the common areas and limited common areas and the fee titles to the respective units conveyed therewith shall not be separated or separately conveyed, and each such individual interest shall be deemed to be conveyed or encumbered with its respective unit, even though the description in the instrument of conveyance or encumbrance may refer only to the unit. Subsequent to the initial sales of the condominiums, any conveyance of a condominium or a unit, or any portion thereof, by its owner shall be presumed to convey the entire condominium.

ARTICLE I

DEFINITIONS

Section 1.

PROPERTY

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

Section 2.

CONDOMINIUM

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

Section 3.

UNIT

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

recording of this Declaration, a survey map and floor plan of the project is being filed in the Anchorage Recording District, Third Judicial District, State of Alaska, under File No. 77-283.

Section 4.

UNIT OWNER

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

Section 5.

PROJECT

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

Section 6.

LIMITED COMMON AREAS

"Limited common areas" shall mean and include all areas for which exclusive easements are reserved for the benefit of unit owners, including, but not limited to, assigned parking spaces as those areas are set forth on the survey map and/or the set of floor plans filed simultaneously herewith and incorporated herein by this reference as though fully set forth. By way of illustration, the limited common areas appurtenant to Unit A-2 will be "P-A-2" (assigned parking space which consists of a carport facility). Each remaining unit shall have similarly designated limited common areas appurtenant to that unit, with the exception of Units A-1, B-5, C-1, and D-5, which shall not have assigned parking spaces. The limited common areas for each unit are described in Exhibit B attached to this Declaration and incorporated herein by this reference.

Section 7.

COMMON AREAS

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

Section 8.

RESIDENCE

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

Section 9.

COMMON ASSESSMENT

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

Section 10.

SPECIAL ASSESSMENT

"Special assessment" shall mean a charge against a particular unit owner and his condominium, directly attributable to the unit owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration.

Section 11.

CAPITAL IMPROVEMENT ASSESSMENT

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

Section 12.

ASSOCIATION

"Association" shall mean the Towne East Villa Condominium Association.

Section 13.

COMMON EXPENSES

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

amounts paid by the Association for discharge of any lien or encumbrance levied against the entire project or portions thereof; and the costs of any other item or items designated by the Association for any reason whatsoever.

Section 14.

MORTGAGE - MORTGAGEE - MORTGAGOR

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

Section 15.

FAMILY

"Family" shall mean a group of natural persons related to each other by blood or legally related to each other by marriage or adoption.

Section 16.

BOARD OF DIRECTORS

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

ARTICLE II

RESIDENCE AND USE RESTRICTIONS

Section 1.

SINGLE-FAMILY RESIDENCE

Residences shall be used exclusively for single-family residential purposes, subject to the exemption granted Declarant under Article XII, Section 3, of this Declaration.

Section 2.

DESCRIPTION OF CONDOMINIUM BUILDING

There are four condominium buildings on the project. The buildings are labeled A, B, C and D on the survey map and floor plan filed herewith, Buildings A and B being located on Lot 13, and Buildings C and D being located on Lot 12. The buildings are of wood frame construction, with concrete block foundations and exterior wood siding. The buildings are constructed townhouse-style with a sloping composition roof with a skylight.

Section 3.

PARKING AND VEHICULAR RESTRICTIONS

No vehicle which shall not be in an operating condition shall be parked or left on the property subject to this Declaration, other than on an assigned parking space.

The parking spaces shall be used for parking vehicles only and shall not be converted for living, recreational or business purposes. There shall be no exposed storage deposited, accumulated or preserved anywhere on the property. Parking spaces and storage areas are located and assigned to the residences as shown on the filed floor plan of the project.

Section 4.

NUISANCES

No noxious or offensive activities (including, but not limited to, the repair of automobiles) shall be carried on upon the project. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a residence and its contents, shall be placed or used in any such residence. No loud noises shall be permitted on the property, and the Board of Directors of the Association shall have the right to determine if any noise or activity-producing noise constitutes a nuisance. No unit owner shall permit or cause anything to be done or kept upon the property which will increase the rate of insurance thereon or which will obstruct or interfere with the rights of other unit owners, nor will he commit or permit any nuisance on the premises, or commit or cause any immoral or illegal act to be committed thereon. Each unit owner shall comply with all of the requirements of the local or State health authorities and with all other governmental authorities with respect to the occupancy and use of a residence.

Section 5.

SIGNS

No signs, posters, displays or other advertising devices of any character shall be erected or maintained on, or shown or displayed from, the residences without prior written approval having been obtained from the Board of Directors of the Association; provided, however, that the restrictions of this paragraph shall not apply to any sign or notice of customary and reasonable dimension which states that the premises are for rent or sale. Address, identification signs and mail boxes shall be maintained by the Association. The Board of Directors may summarily cause all unauthorized signs to be removed and destroyed. This section shall not apply to any signs used by Declarant or its agents in connection with the original construction and sale of the condominiums as set forth in Article XII, Section 3.

Section 6.

HOLD HARMLESS AND INDEMNIFICATION

Each unit owner shall be liable to the Association for any damage to the common areas or any equipment thereon

which may be sustained by reason of the negligence of said unit owner or of his guests or invitees, to the extent that any such damage shall not be covered by insurance. Each unit owner does further, by the acceptance of his deed, agree to indemnify each and every other unit owner, and to hold him or her harmless, from any claim of any person for personal injuries or property damage occurring within the residence of the unit owner, unless said injury or damage shall occur by reason of the negligence of any other unit owner, and each unit owner further agrees to defend, at his expense, any and all remaining owners who may be sued by any person for a claim for personal injury or property damage alleged to have been sustained within the residence of that unit owner.

Section 7.

OUTSIDE INSTALLATIONS

No outside television or radio pole, antenna or clothesline shall be constructed, erected or maintained on any residence without first obtaining the approval of the Board of Directors. No wiring or installation of air conditioning or other machine shall be installed on the exterior of the building of the project or be allowed to protrude through the walls or roof of the building, unless the prior written approval of the Board of Directors is secured. No basketball standards or fixed sports apparatus shall be attached to any residence without the prior written approval of the Board of Directors.

Section 8.

PET REGULATIONS

No animals, livestock or poultry shall be kept in any residence, except that domestic dogs, cats, fish and birds in inside bird cages may be kept as household pets within the project, provided that they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall be deemed to limit the number of dogs, cats and birds to two (2) each. The Association shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Directors of the Association, a nuisance to any other unit owner. Dogs and cats belonging to unit owners, occupants or their licensees must be either kept within an enclosure or on a leash being held by a person capable of controlling the animal. The enclosure must be maintained so that the animal cannot escape therefrom and shall be subject to the approval of the Board of Directors of the Association. Should any dog or cat belonging to a unit owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the

animal, such animal may be removed by the Board of Directors or a person designated by them to a pound under the jurisdiction of the local municipality in which the property is situated. Furthermore, any unit owner shall be absolutely liable to each and all remaining owners, their families, guests and invitees, for any damage to person or property caused by any pets brought or kept upon the property by an owner or by members of his family, guests, licensees or invitees.

Section 9.

VIEW OBSTRUCTIONS

No vegetation or other obstruction shall be planted or maintained in such location or of such a height as to unreasonably obstruct a view from any other residence in the vicinity thereof. In the event of a dispute between owners of units as to the obstruction of a view from a residence, such dispute shall be submitted to the Board of Directors, whose decisions in such matters shall be binding. Any such obstruction shall, upon request of the Board, be removed or otherwise altered to the satisfaction of the Board by the owner of the residence upon which said obstruction is located.

Section 10.

BUSINESS OR COMMERCIAL ACTIVITY

No business or commercial activity shall be maintained or conducted in any residence, except that Declarant, or a person designated by the Association as agent of the Association for purposes of managing the property, may maintain management offices and facilities in a residence or in a temporary structure constructed on the project. Provided, however, that professional and administrative occupations may be carried on within the residences so long as there exists no external evidence thereof.

Section 11.

TEMPORARY STRUCTURE

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

Section 12.

RUBBISH REMOVAL

Trash, garbage or other waste shall be disposed of only by depositing same, wrapped in a secure package, into a designated trash container or garbage disposal. No owner of

a unit shall permit or cause any trash or refuse to be disposed of on any portion of the project subject to this Declaration. No portion of the project shall be used for the storage of building materials, refuse or any other materials other than in connection with approved construction. There shall be no exterior fires whatsoever, except barbeque fires contained within receptacles thereof.

Section 13.

LEASE OF UNITS

Any unit owner may lease his unit to a third party, but such a lease arrangement must be in writing and shall provide that the failure to comply in all respects with the provisions of this Declaration and the Association Bylaws shall be a default under the terms of the lease. No unit owner may lease his unit for transient or hotel purposes; nor may less than the entire unit be leased.

ARTICLE III

ARCHITECTURAL PROVISIONS

Excepting the interior of units, no replacement, addition or alteration of the building, structure, fence, drainage facility, common or limited common area landscaping or planting shall be effected on any residence other than by Declarant until the plans, specifications and plat plan showing the location and nature of such replacement, addition, alteration or removal have been submitted to, and approved in writing by, the Board of Directors; nor shall any exterior painting or decorative alteration be commenced until the Board has approved the plans therefor, including the proposed color schemes, design thereof and the quality of materials to be used. All such plans and specifications shall be prepared by an architect or landscape architect or licensed building designer, said person to be employed by the unit owner making application at his sole expense. Plans and resubmittals thereof shall be approved or disapproved within thirty (30) days. Failure of the Board to respond to a submittal or resubmittal of plans within such period shall be deemed to be approval of the plans as submitted or resubmitted. The approval of the plans and specifications may be withheld, not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by reason of reasonable dissatisfaction of the Board with the location of the structure on the residence, the elevation, color scheme, finish, design, proportions, architecture, shape, height style and appropriateness of the proposed structure or altered structure, the materials used therein, or because of its reasonable dissatisfaction with any or all other matters

or things which, in the reasonable judgment of the Board, will render the proposed investment inharmonious or out of keeping with the general plan of improvement of the property or with the improvements erected on other residences. If, after such plans and specifications have been approved, the improvements are altered, erected or maintained upon the residence other than as approved by the Board, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Board having been obtained as required by this Declaration. After the expiration of one (1) year from the date of completion of any improvement, said improvement shall, in favor of purchasers and encumbrancers, in good faith and for value, be deemed to comply with all of the provisions hereof, unless a notice of such noncompliance or noncompletion, executed by one member of the Board, shall appear of record in the Office of the Recorder, Anchorage Recording District, or legal proceedings shall have been instituted to enforce compliance with these provisions. The approval of the Board of any plans or specifications submitted for approval as herein specified for use on any residence shall not be deemed to be a waiver by the Board of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other residences. No member of the Board shall be liable to any person for his decisions or failure to act in making decisions as a member of said Board. The members of the Board shall receive no compensation for their services performed pursuant to this Declaration. Upon approval of the Board, it shall be conclusively presumed that the location and height of any improvement does not violate the provisions of this Declaration.

ARTICLE IV

REPAIR AND MAINTENANCE

Section 1.

REPAIR AND MAINTENANCE DUTIES OF ASSOCIATION

The Association shall maintain, repair and make necessary improvements to, and pay for out of the maintenance fund to be provided, all common areas and the building thereon; all corrective architectural, landscaping and repair work within residences, if the unit owner fails to repair the areas subject to his control and duty to maintain; all metered utilities in common areas; and all parking

areas, ramps, walks and other means of ingress and egress within the project. To the extent not assessed to or paid by the unit owners, the Association shall pay all real and personal property taxes and assessments levied upon any portion of the common areas or limited common areas. It shall further be the affirmative duty of the Association to require strict compliance with all provisions of this Declaration and to inspect the property for any violations thereof.

Section 2.

GENERAL POWERS OF THE ASSOCIATION

The Association shall have all of the powers set forth in its Articles of Incorporation, together with its general powers as a nonprofit corporation, generally to do any and all things that a corporation organized under the laws of the State of Alaska may lawfully do in operating for the benefit of its members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and in this Declaration and to do any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association or for the peace, health, comfort, safety and general welfare of the unit owners and their guests.

Section 3.

SPECIAL POWERS OF BOARD OF DIRECTORS

Without in any way limiting the generality of the foregoing, in the event that the Board of Directors determines that an improvement is in need of repair, restoration or painting, or that landscaping is in need of installation, repair or restoration, or that an improvement is in existence without proper approval of the Board, or that there is a violation of any provision of this Declaration, then the Board of Directors shall give written notice to the unit owner of the condition or violation complained of, and unless the Board has approved in writing corrective plans proposed by the unit owner to remedy the condition complained of within such period of time as may be determined reasonable by the Board of Directors after it has given written notice, and such corrective work so approved is completed thereafter within the time allotted by the Board of Directors, the Board of Directors shall undertake to remedy such condition or violation complained of, and the cost thereof shall be charged to the unit owner and his condominium whose residence is the subject matter of the corrective work, and such cost shall be deemed to be a special assessment to such unit owner, and his condominium, and subject to levy, enforcement and collection by the Board of Directors in accordance with the assessment lien procedure provided for in this Declaration.

Section 4.

RIGHTS OF ENTRY

The Association shall have a limited right of entry in and upon all limited common areas and the exterior of all units for the purpose of taking whatever corrective action may be deemed necessary or proper by the Association. Nothing in this Article shall in any manner limit the right of the unit owner to exclusive control over the interior of his unit. Provided, however, that an owner shall grant a right of entry to the Association, or any other person authorized by the Association, in case of any emergency originating in or threatening his unit, whether the owner is present or not. Provided further, that an owner shall permit other owners, or their representatives, to enter his unit for the purpose of performing required installation, alterations or repair of the mechanical or electrical services to a residence, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner whose unit is to be entered. In case of an emergency, such right of entry shall be immediate.

Section 5.

MISCELLANEOUS DUTIES AND POWERS

The Association shall have the right to install or construct capital improvements on any of the common areas. The Association may, at any time and from time to time, reconstruct, replace or refinish any improvement or portion thereof upon the common areas in accordance with the original design, finish or standard of construction of such improvement; construct, reconstruct, replace or refinish any surface upon any portion of common areas designated as a parking area; replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the common areas; and place and maintain upon the common areas such signs as the Association may deem necessary for their identification, for regulation of traffic, including parking, the regulation and use of the common areas and for the health, welfare and safety of unit owners and their guests. The Association may delegate all of the powers contained in this Declaration to any management organization or individual, and the Association may employ personnel necessary for the effective operation and maintenance of the building and common areas of any type described herein, including the employment of legal and accounting services.

Section 6.

REPAIR AND MAINTENANCE BY UNIT OWNER

Each unit owner shall maintain, repair, replace and restore all portions of his residence, including the

interior walls, ceilings, windows, floors, doors and permanent fixtures and limited common areas subject to his exclusive control, in a clean, sanitary and attractive condition.

ARTICLE V

DESTRUCTION OF IMPROVEMENTS

Section 1.

DAMAGE AND DESTRUCTION

If, within sixty (60) days of damage or destruction of all or part of the property, it is not determined by a majority of all unit owners to repair, reconstruct or rebuild in accordance with the original plans, or by unanimous vote of all unit owners to do otherwise, then:

(a) The property shall be owned in common by the unit owners;

(b) The undivided interest of the property owned in common which appertains to each of the unit owners shall be the percentage of the undivided interest previously owned by him in the common areas and facilities; and

(c) Mortgages, deeds of trust or liens affecting any of the units shall be transferred in accordance with the existing priorities to the percentage of the undivided interest of the unit owner in the property.

Section 2.

APPLICATION OF INSURANCE PROCEEDS

Subject to the provisions of Section 1, and the interests of any holder of a first mortgage, in the event of damage or destruction as the result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration, exclusive, however, of furniture, furnishings, fixtures or equipment installed by unit owners, and the Board of Directors shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense, and the Board of Directors may assess all unit owners for such deficit as part of the common charges.

Section 3.

RIGHT TO PARTITION

The common areas and facilities shall remain undivided, and no unit owner or other person may bring any action for partition or division of any part, unless the

property has been removed from the provisions of the Horizontal Property Regimes Act of the State of Alaska.

Section 4.

SUBDIVISION AND COMBINATION OF UNITS
AND COMMON AREAS AND FACILITIES

A resolution adopted and signed by at least seventy-five percent (75%) of the unit owners may provide for the subdivision or combination, or both, of any unit or units or of the common or limited common areas and facilities, or any parts thereof, and the means for accomplishing such subdivision or a combination, or both, and any such resolution shall provide, in conjunction therewith, for the appropriate amendments to this Declaration, the Bylaws or any other documents or agreements affected thereby; provided that the space combined or subdivided shall, after such subdivision or combination, have the same percentage of total value that such space had prior to such subdivision or combination unless such percentage of total value is changed by appropriate amendment in accordance with Article X hereof.

Section 5.

INTERIOR DAMAGE

Restoration and repair of any damage to the interior of any individual unit shall be made by and at the individual expense of the owner of that unit and, in the event of a determination to rebuild after partial or total destruction, shall be completed as promptly as practical and in a lawful and workmanlike manner.

Section 6.

NOTICE TO MORTGAGEE

Any institutional holder of a first mortgage on any unit shall be given written notice of any substantial damage or destruction to a condominium or the common elements. In any event, notice will be given whenever the damage to the common elements exceeds \$10,000, or the damage to the individual condominium exceeds \$1,000.

ARTICLE VI

ASSESSMENTS

Section 1.

LEVY AND PAYMENT

All unit owners shall pay all common assessments for common expenses and all applicable special assessments and capital improvement assessments imposed by the Board of Directors. The common assessments and applicable capital improvement and special assessments, together with interest,

costs and reasonable attorney's fees, shall be the personal obligation of the person who was the owner of the condominium at the time when the assessment fell due. The assessment shall include payments to a general operating reserve fund for replacement as deemed necessary by the Board of Directors. The assessments levied by the Board of Directors shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the condominiums and for the improvement, operation, replacement and maintenance of the project. Not later than thirty (30) days prior to the beginning of each calendar year, the Board of Directors shall estimate the total charges to be assessed against each condominium. Written notice of the annual assessments shall be sent to every unit owner subject thereto. Each owner thereof shall thereafter pay to the Association his assessment in installments as established by the Board of Directors. In the event the Board of Directors shall determine that the estimate of total charges for the current year is, or will become, inadequate to meet all expenses of the property for any reason, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the total charges to be assessed against each condominium. Any further increases in the amount so assessed shall only be effective upon written consent of two-thirds (2/3) of the unit owners and their first mortgagees.

Each installment of an assessment shall become delinquent if not paid on or before thirty (30) days from the date upon which it becomes due. All annual common assessments shall be paid according to the percentage of ownership in the common areas as set forth in Exhibit C. All excess funds remaining in the general operating reserve fund over and above the amounts used for the operation of the condominium project shall be returned to the unit owners in a proportion equal to their individual contributions or may be retained by the Association and applied to the following year's assessments. In a voluntary conveyance of a condominium, the grantee of the same 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.

From and after the date of recordation of a deed to the first unit owner of an interest in the project, the unit owner shall establish an assessment reserve fund with the Association, which reserve fund shall equal the projected assessments to the unit owner for a two-month period. In addition, the unit owner shall pay to the Association the

regular monthly assessment as provided herein, the purpose being to have available at all times for the Association an assessment reserve fund equal to two months of assessments. This assessment reserve fund shall be maintained at all times, just as a reserve for taxes and insurance is so maintained, and in the event of a subsequent transfer of the unit owner's interest in the project, the subsequent purchaser shall be responsible for establishing and maintaining this reserve fund.

Section 2.

DELINQUENCIES

There shall accrue with each delinquent assessment a late charge of Five Dollars (\$5.00), together with interest at the maximum rate permitted by law on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association. In the event of default by any unit owner in the payment of any assessment, the Association shall notify all persons and firms holding a mortgage or deed of trust by any unit owner on any condominium on the project.

Section 3.

LIENS, ENFORCEMENT

All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on the respective condominium prior and superior to all other liens, except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any mortgage of record made in good faith and for value and recorded prior to the date on which the lien became effective. It shall be the duty of the Association to enforce such lien in any manner permitted by law. In any such foreclosure, the condominium owner shall be required to pay a reasonable rental for the condominium and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to bid on the condominium at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same, and this provision, or any institution of suit to recover a money judgment, shall not constitute an affirmation of the adequacy of money damages. Any recovery resulting from a suit in law or equity initiated pursuant to this section may include reasonable attorneys' fees as fixed by the court.

ARTICLE VII

THE ASSOCIATION

Section 1.

FORMATION AND MEMBERSHIP

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

(a) The Association shall adopt Bylaws for the administration of the property and the Association and other purposes not inconsistent with this Declaration and the Act. These Bylaws shall be adopted by the Board of Directors of the Association after their election at the Association organizational meeting, which meeting shall be held at such time as over fifty-one percent (51%) of the units in the project have been sold. The Bylaws may be amended or modified by the vote of seventy-five percent (75%) of the unit owners; provided, however, that the Bylaws may not be amended without the consent in writing of the Declarant, so long as the Declarant shall be the owner of one or more units. Any proposed modifications or amendments to the Bylaws shall be proposed by Association members at any duly constituted annual or special meeting of the Association. A copy of the proposed amendment shall be included in the notice of any meeting in which action is to be taken.

Section 2.

DUTIES AND POWERS

The duties and powers of the Association are those set forth in this Declaration, the Articles of Incorporation and the Bylaws, together with those reasonably implied to effect the purposes of the Association and this Declaration.

Section 3.

PRIORITIES AND INCONSISTENCIES

If there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the Bylaws, the terms and provisions of this Declaration shall prevail.

Section 4.

MANAGING AGENT

The Board of Directors of the Association shall employ either a responsible individual or an Alaskan corporation, selected by the Board, to perform such duties and services as the Board shall authorize and delegate. The professional management required hereunder shall not be terminated and such management assumed by the Board without first obtaining the prior consent of all institutional mortgagees holding first mortgages on the units. The Association may enter into a written contract with a professional, corporate or individual manager to conduct and perform the business, obligations, and duties of the Association. This contract shall conform to the guidelines established by the Federal Home Loan Mortgage Corporation regarding the term and termination of that agreement during such periods of time as FHLMC is a mortgagee on a unit in the project or is the owner of such a unit.

Section 5.

SHARES AND VOTING

At any meeting of the Association, each condominium owner, including Declarant as to those condominiums not sold, shall be entitled to vote the percentage set forth in Exhibit C. Where there is more than one record owner of a condominium, any or all of such persons may attend any meeting of the Association, but it shall be necessary for those owners present to act unanimously in order to cast the vote to which the condominium is entitled. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein shall be deemed to be binding on all owners of condominiums, their successors and assigns.

ARTICLE VIII

RIGHTS OF MORTGAGEE

Section 1.

PRIORITY

Where the mortgagee of a mortgage of record which is recorded prior to the date on which the assessment lien became effective, or other purchaser of a condominium, obtains title to the same as a result of foreclosure of any such mortgage, or other purchaser of a condominium obtains title to the same as a result of a deed taken in lieu of foreclosure, the acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such condominium which became due prior to the acquisition

of title to such condominium by such acquirer, but shall be subject to any future assessments which become due subsequent to his acquisition of title. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the condominiums, including such acquirer, his successors and assigns.

Section 2.

DEFAULT

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

Section 3.

RIGHT TO INSPECT ASSOCIATION
RECORDS AND NOTICE

The holder of a first mortgage of record, its successors and assigns, shall have the right to inspect the Association's books of account and other financial records and shall also be able to require the Association to provide to it such additional financial data as may be reasonably requested to protect its interests, including annual audited financial statements, within ninety (90) days following the end of the fiscal or calendar year of the Association. Written notice of all Association meetings shall be sent to first mortgagees of record who may designate an agent to attend such meetings.

Section 4.

PRIOR APPROVAL

Nothing in this Declaration or the Bylaws of the Association of unit owners provided for herein to the contrary, prior written approval of the holder of the first mortgages or deeds of trust covering all or any portion of the project shall be a condition precedent to the effectiveness of any of the following actions:

- (a) Removal of all or any portion of the property or project from the provisions of the Horizontal Property Regimes Act pursuant to Alaska Statute 34.07.330, or as said statute may be amended from time to time.

- (b) The partition or subdivision of any unit, or of the common elements.
- (c) A change in the pro rata interest or obligation of any unit for purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds of condemnation awards.
- (d) A change in the percentage interests of the unit owners in the common elements.
- (e) The abandonment of the condominium status of the project, except for abandonment provided under the provisions of the Horizontal Property Regimes Act in case of substantial loss to the units and common elements.
- (f) Any abandonment, partition, subdivision, encumbrance, sale or transfer of all or any portion of the common elements.
- (g) The use of hazard insurance proceeds for losses to any condominium property, whether to a unit or to the common elements, for other than the repair, replacement or reconstruction of such improvements, except as provided in the Horizontal Property Regimes Act in the case of substantial loss to the units and common elements.
- (h) Any material amendment to this Declaration or to the Bylaws of the Association.

ARTICLE IX

INSURANCE

Section 1.

TYPES

The Association shall obtain and continue in effect adequate blanket public liability insurance for the common areas and fire insurance with extended coverage for the full replacement value of the project. Such insurance shall be maintained by the Association for the benefit of the Association, the unit owners, and the encumbrancers upon the property, or any part thereof, as their interests may appear, with underlying coverage on the individual units. The Association may purchase such other insurance as it may deem necessary, including, but not limited to, plate glass insurance, fidelity bonds and workmen's compensation. Each owner shall provide insurance on his personal property. Nothing herein shall preclude any individual owner from carrying any public liability insurance as he may deem

advisable to cover his individual liability for damages to person or property occurring inside his individual unit or elsewhere upon the premises.

Notwithstanding any provisions to the contrary herein, the Association shall be required to continuously carry a master condominium policy of casualty insurance, and a fidelity bond, with such coverage and endorsements in form and amounts, including full replacement cost coverage with an agreed amount endorsement as required by the Federal Home Loan Mortgage Corporation (FHLMC), during such periods of time as FHLMC is a mortgagee on a unit in the project or the owner of such a unit.

Section 2.

PREMIUMS AND PROCEEDS

Insurance premiums for any such blanket insurance coverage obtained by the Association, and any other insurance deemed necessary by the Association, shall become a common expense to be included in the regular assessments levied by the Association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as provided in Article V of this Declaration. The Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers. Any two Directors of the Association may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signature shall be binding on all the unit owners.

ARTICLE X

DURATION AND AMENDMENT

Section 1.

DURATION

This Declaration shall continue in full force for a term of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless earlier terminated pursuant to Alaska Statute 34.07.330. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any unit from the concomitant membership in the Association as long as this Declaration shall continue in full force and effect.

Section 2.

AMENDMENT

Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall

be included in the notice of any meeting of the Association at which a proposed amendment is to be considered. A resolution adopting a proposed amendment may be proposed by a condominium owner at a meeting of members of the Association. The resolution shall be adopted by approval of condominium owners owning in the aggregate not less than seventy-five percent (75%) of the voting power. A copy of each amendment shall be certified by at least two (2) officers of the Association, and the amendment shall be effective when recorded in the public records, Anchorage Recording District, State of Alaska. Provided, however, that any of the following amendments to be effective must be approved in writing by the record holders of all encumbrances on any condominiums at the time of such amendment:

(a) Any amendment which affects or purports to affect the validity or priority of encumbrances or the rights or protection granted to encumbrancers as provided herein.

(b) Any amendment which would necessitate an encumbrancer, after it has acquired a condominium through foreclosure, to pay more than its proportionate share of any unpaid assessment or assessments accruing prior to such foreclosure.

(c) Any amendment which would or could result in an encumbrance being cancelled by forfeiture, or in the individual condominiums not being separately assessed for tax purposes.

(d) Any amendment relating to the insurance provisions as set out in Article VIII hereof, to the application of insurance proceeds as set out in Article V hereof, or to the disposition of any money received in any taking under condemnation proceedings.

Section 3.

AMENDMENT BY DECLARANT

Notwithstanding the foregoing, until the close of any escrow for the sale of a condominium in the project, Declarant shall have the right to terminate or modify this Declaration by recordation of a supplement thereto setting forth such termination or modification. For purposes of this Declaration, the close of escrow shall be deemed to be the date upon which a deed conveying a condominium is recorded.

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ARTICLE XI

CONDEMNATION

Section 1.

CONSEQUENCES OF CONDEMNATION

If, at any time or times during the continuance of the condominium ownership, pursuant to this Declaration, all or any part of the project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in advance thereof, the provisions of this Article shall apply.

Section 2.

PROCEEDS

All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award", shall be payable to the Association, in trust, for the purposes set forth herein.

Section 3.

COMPLETE TAKING

In the event that the entire project is taken or condemned, sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant thereto shall terminate. The condemnation award shall be apportioned among the unit owners in proportion to the respective undivided interests in the common elements, provided that if a standard different from the value of the project as a whole is employed to measure the condemnation award in the negotiation, judicial decree or otherwise, then in determining such shares, the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the last preceding paragraph, the Association shall, as soon as practicable, determine the share of the condemnation award to which each owner is entitled and make payment accordingly.

Section 4.

PARTIAL TAKING

In the event that less than the entire project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each owner shall be entitled to a share of the condemnation award to be determined in the following manner:

(a) as soon as practicable, the Association shall, reasonably and in good faith, allocate the condemnation award between compensation damages, and other proceeds, and shall apportion the amounts so allocated to taking of or injury to the common elements among the owners in proportion to their respective undivided interests in the common elements;

(b) the total amount allocated to severance damages shall be apportioned to those condominium units which were not taken or condemned;

(c) the respective amounts allocated to the taking of or injury to a particular unit and/or improvements an owner had made within his own unit shall be apportioned to the particular unit involved; and

(d) the amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances.

If an allocation of the condemnation award is already established in negotiation, judicial decree or otherwise, then in allocating the condemnation award, the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by check payable jointly to the respective owners and their respective mortgagees.

Section 5.

REORGANIZATION

In the event a partial taking results in the taking of a complete unit, the owner thereof automatically shall cease to be a member of the Association. Thereafter, the Association shall reallocate the ownership, voting rights and assessments ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the owners of remaining units for amendment of this Declaration as provided in Article X hereof.

Section 6.

NOTICE TO MORTGAGEE

The institutional holder of a first mortgage on any unit shall be given written notice of any condemnation proceeding described herein, and nothing herein shall entitle a unit owner, or any other party, to priority over the holder of a first mortgage with respect to the distribution of the proceeds of any award or settlement.

ARTICLE XII

MISCELLANEOUS

Section 1.

LEGAL PROCEEDINGS

Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief which may include, without limiting same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof, which relief may be sought by the Association or, if appropriate, by an aggrieved unit owner. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the project, and any violation of this Declaration shall be deemed to be a nuisance. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision, or any other provision hereof. Any unit owner not at the time in default hereunder, or Declarant, shall be entitled to bring an action for damages against any defaulting unit owner, and, in addition, may enjoin any violation of this Declaration. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorneys' fees in such amount as the court may deem reasonable, in favor of the prevailing party. Each remedy provided for in this Declaration shall be cumulative and not exclusive or exhaustive.

Section 2.

SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provisions hereof.

Section 3.

CONSTRUCTION BY DECLARANT

Nothing in this Declaration shall limit the right of Declarant to complete construction of improvements to the common areas and to units owned by Declarant, or to construct such additional improvements as Declarant deems advisable prior to completion and sale of the entire project. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the project such structures and displays as may be reasonably necessary for the conduct of its business of completing the work. This Declaration shall not limit the right of Declarant, at

any time prior to acquisition of title by a purchaser from Declarant, to establish on the project additional easements, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the project. Prospective purchasers and Declarant shall have the right to use all common areas and limited common areas for access to the sales facilities of Declarant. The rights of Declarant hereunder may be assigned by Declarant to any successor to all or part of Declarant's interest in the project by an express assignment incorporated in a recorded deed transferring such interest to such successor.

Section 4.

EASEMENTS

Declarant expressly reserves, for the benefit of owners in the project, reciprocal easements of access, ingress and egress over all of the common areas. Such easements may be used by Declarant's successors, purchasers and all unit owners, their guests, tenants and invitees, residing or temporarily visiting the project, for pedestrian walkways, vehicular access, and such other purposes reasonably necessary to use and enjoyment of a unit in the project. Such easements shall be appurtenant to, and shall pass with, the title to every unit conveyed. The Declarant expressly reserves, for the benefit of each unit owner, an exclusive easement for use of those areas depicted on the condominium plan as limited common areas, as assigned to each unit owner for his numbered unit. All building walls shall be considered to adjoin and abut the wall of the contiguous residence against the surface from the bottom of the foundation of the building. Such right of use shall be as not to interfere with the use and enjoyment of the owners of adjoining residences, and in the event that any such contiguous wall is damaged or injured from any cause other than the act or negligence of one of the owners, the same shall be repaired or rebuilt at their joint expense. In the event any portion of the common elements encroaches upon any unit, or any unit encroaches upon the common elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the project, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

Section 5.

VALUATION OF UNIT AND
PROPERTY AND VOTING RIGHTS

Each unit described herein is valued as set forth in Exhibit C, the total value of such units being the value of property comprising the project. The owner of each unit

shall have an undivided interest in the common areas and facilities appertaining to each unit for all purposes, including voting as set forth in Exhibit C.

Section 6.

SERVICE OF PROCESS

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

Michael Webb
1801 Cherokee Way
Anchorage, Alaska 99504

This Declaration has been executed on the day and year first hereinabove written.

JEM COMPANY
A Partnership

Ernie Webb as Attorney in fact
By: *James L. Webb*
James Webb

By: *W. Ernest Webb*
W. Ernest Webb

By: *Michael Webb*
Michael Webb

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

)
) ss.
)

THIS IS TO CERTIFY that on this 10 day of November, 1977, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared *Ernie Webb as attorney in fact for James Webb* WEBB and MICHAEL WEBB, known to me to be the partners of JEM COMPANY, an Alaska partnership, and known to me to be the persons named in and who executed the within and foregoing instrument, and they acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

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

W. Ernest Webb
Notary Public in and for Alaska
My Commission Expires: 3/10/78

EXHIBIT A

Description of Units

Each unit in the project is identical in description and size. The only difference in the units is their respective locations, which locations are set forth below. Each unit is a two-level unit, the first level containing an unpartitioned dining area and fully-equipped kitchen, utility room, closet area, and a living room with fireplace. The second level of each unit contains two bedrooms with closet space, a full bath, and storage room. Each unit contains approximately 972 square feet of living area.

Unit A-1

This unit is located on the South end of condominium building A.

Unit A-2

This unit is located to the immediate South of Unit No. A-1 in condominium building A.

Unit A-3

This unit is located to the immediate South of Unit No. A-2 in condominium building A.

Unit A-4

This unit is located to the immediate South of Unit No. A-3 in condominium building A.

Unit A-5

This unit is located on the North end of condominium building A.

Unit B-1

This unit is located on the South end of condominium building B.

Unit B-2

This unit is located to the immediate South of Unit No. B-1 in condominium building B.

Unit B-3

This unit is located to the immediate South of Unit No. B-2 in condominium building B.

Unit B-4

This unit is located to the immediate South of Unit No. B-3 in condominium building B.

Unit B-5

This unit is located on the North end of condominium building B.

Unit C-1

This unit is located on the South end of condominium building C.

Unit C-2

This unit is located to the immediate South of Unit No. C-1 in condominium building C.

Unit C-3

This unit is located to the immediate south of Unit No. C-2 in condominium building C.

Unit C-4

This unit is located to the immediate South of Unit No. C-3 in condominium building C.

Unit C-5

This unit is located on the North end of condominium building C.

Unit D-1

This unit is located on the South end of condominium building D.

Unit D-2

This unit is located to the immediate South of Unit No. D-1 in condominium building D.

Unit D-3

This unit is located to the immediate South of Unit No. D-2 in condominium building D.

Unit D-4

This unit is located to the immediate South of Unit No. D-3 in condominium building D.

Unit D-5

This unit is located on the North end of condominium building D.

The immediate common area to which all units have access is the real property described in the Declaration.

EXHIBIT B

Description of Limited Common Areas and Facilities

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

Unit No. A-2

Approximately 117 square feet of parking space designated as "P-A-2".

Unit No. A-3

Approximately 117 square feet of parking space designated as "P-A-3".

Unit No. A-4

Approximately 117 square feet of parking space designated as "P-A-4".

Unit No. A-5

Approximately 117 square feet of parking space designated as "P-A-5".

Unit No. B-1

Approximately 117 square feet of parking space designated as "P-B-1".

Unit No. B-2

Approximately 117 square feet of parking space designated as "P-B-2".

Unit No. B-3

Approximately 117 square feet of parking space designated as "P-B-3".

Unit No. B-4

Approximately 117 square feet of parking space designated as "P-B-4".

Unit No. C-2

Approximately 117 square feet of parking space designated as "P-C-2".

Unit No. C-3

Approximately 117 square feet of parking space designated as "P-C-3".

Unit No. C-4

Approximately 117 square feet of parking space designated as "P-C-4".

Unit No. C-5

Approximately 117 square feet of parking space designated as "P-C-5".

Unit No. D-1

Approximately 117 square feet of parking space designated as "P-D-1".

Unit No. D-2

Approximately 117 square feet of parking space designated as "P-D-2".

Unit No. D-3

Approximately 117 square feet of parking space designated as "P-D-3".

Unit No. D-4

Approximately 117 square feet of parking space designated as "P-D-4".

EXHIBIT C

Value of Units and Undivided
Interests in Common Areas and Facilities

<u>Unit</u>	<u>Value</u>	<u>Undivided Interest in Common Areas and Facilities</u>
A-1		
A-2	\$49,500.00	
A-3	48,500.00	5.06%
A-4	48,500.00	4.96%
A-5	48,500.00	4.96%
	49,500.00	4.96%
		5.06%
B-1		
B-2	49,500.00	
B-3	48,500.00	5.06%
B-4	48,500.00	4.96%
B-5	48,500.00	4.96%
	49,500.00	4.96%
		5.06%
C-1		
C-2	49,500.00	
C-3	48,500.00	5.06%
C-4	48,500.00	4.96%
C-5	48,500.00	4.96%
	49,500.00	4.96%
		5.06%
D-1		
D-2	49,500.00	
D-3	48,500.00	5.06%
D-4	48,500.00	4.96%
D-5	48,500.00	4.96%
	49,500.00	4.96%
		5.06%
TOTAL	\$978,000.00	100.00%

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7000RECORDED
ANCHORAGE REC.
DISTRICT

DEC 21 8 31 AM '77

REQUESTED BY LAWYERS TITLE INSURANCE AGENCY, INC.
ADDRESS

BY-LAWS

**For
Towne East Villa
Condominium Association**

BYLAWS OF
TOWNE EAST VILLA CONDOMINIUM ASSOCIATION

ARTICLE I

PLAN OF CONDOMINIUM OWNERSHIP

Section 1. NAME

The name of the corporation is Towne East Villa Condominium Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located in Anchorage, Alaska.

Section 2. BYLAWS APPLICABILITY AND MEMBERSHIP

The provisions of these Bylaws are applicable to the Project known as Towne East Villa Condominiums, located in the Municipality of Anchorage, Alaska. (The term "Project" as used herein shall include the land and the structures and improvements thereon.) All owners of units in the condominium Project shall be members of the Association. The membership of each unit owner shall terminate when he ceases to be a unit owner and upon the sale, transfer or other disposition of his unit, his membership in the Association shall automatically be transferred to the new unit owner.

Section 3. PERSONAL APPLICATION

All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the Project in any manner, are subject to the regulations set forth in these Bylaws and in the recorded Declaration of Covenants, Conditions and Restrictions, Reservation of Easements and Condominium Plan Pursuant to the Horizontal Property Regimes Act of the State of Alaska (the "Declaration" herein).

The mere acquisition or rental of any of the units of the Project, or the mere act of occupancy of any of the units, will signify that these Bylaws are accepted, ratified, and will be complied with.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. VOTING

Voting shall be on a percentage basis, and the percentage of the total vote to which the owner of a unit is entitled shall be the percentage assigned to each unit in the Declaration.

In the event the unit is owned by more than one person, those persons must act unanimously to cast the vote allocated to that unit.

Section 2. MAJORITY OF OWNERS

As used in these Bylaws, the term "majority of owners" shall mean those owners holding fifty-one percent (51%) of the votes in the Project.

Section 3. QUORUM

Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "majority of owners", as defined in Section 2 of this Article, shall constitute a quorum.

Section 4. PROXIES

Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE III

ADMINISTRATION

Section 1. ASSOCIATION RESPONSIBILITIES

The members shall have the responsibility of electing a Board of Directors in accordance with the provisions of Article IV of these Bylaws, approving the annual budget and such other responsibilities as are contained in its Articles of Incorporation or as are not delegated to the Board of Directors. Except as otherwise provided, decisions and resolutions of the members shall require approval by a majority of owners.

Section 2. PLACE OF MEETINGS

Meetings of the members shall be held at the principal office of the Project, or such other suitable place in Anchorage, Alaska, convenient to the owners as may be designated by the Board of Directors.

Section 3. ANNUAL MEETINGS

The first annual meeting shall be held after fifty-one percent (51%) of the units have been sold, or within one (1) year after the sale of the first unit in the Project, whichever occurs first. Thereafter, the annual meetings of the Association shall be held on the _____ day of _____ of each succeeding year. At such meetings, there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these Bylaws. The owners may also transact such other business of the Association as may properly come before them.

Section 4. SPECIAL MEETINGS

It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice, unless by consent of four-fifths of the owners present, either in person or by proxy.

Section 5. NOTICE OF MEETINGS

It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each owner of record, at least seven (7), but not more than fifteen (15), days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6. ADJOURNED MEETINGS

If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting

to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called.

Section 7. ORDER OF BUSINESS

The order of business at all meetings of the owners of units shall be as follows: (a) roll call; (b) proof of notice or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) report of committees; (f) election of Directors; (g) unfinished business; and (h) new business.

Section 8. ACTION WITHOUT MEETING

Any action, which under the provisions of the Alaska Statutes may be taken at a meeting of the owners, may be taken without a meeting if authorized by a writing signed by all of the owners who would be entitled to vote at a meeting for such purpose, and filed with the Secretary.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. NUMBER AND QUALIFICATION

The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons, all of whom, except for those appointed and serving as first Directors, must be owners of condominiums in the Project.

Section 2. POWERS AND DUTIES

The Board of Directors shall have the following powers and duties:

(a) To elect the officers of the Association as hereinafter provided.

(b) To administer the affairs of the Association and the Project.

(c) To engage, subject to the provisions of the Declaration, the services of a Manager, who shall manage and operate the Project and the common areas and facilities thereof for all of the owners, upon such terms and for such compensation and with such authority as the Board of Directors may approve.

(d) To formulate policies for the administration, management and operation of the Project and the common areas and facilities thereof.

(e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Project and the common areas and facilities, and to amend such rules and regulations from time to time.

(f) To provide for the maintenance, repair and replacement of the common areas and facilities and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the Manager.

(g) To provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Project and the common areas and facilities, and to delegate any such powers to the Manager (and any such employees or other personnel who may be the employees of the Manager).

(h) To estimate the amount of the annual budget and to provide the manner of assessing and collecting from the owners their respective shares of such estimated expenses, as hereinafter provided.

(i) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the owners, as expressed in a resolution duly adopted at any annual or special meeting of the unit owners.

(j) To appoint committees of members of the Association to overlook and assist in the day-to-day operations of the condominium, without any executive powers, specifically in respect of items such as maintenance, security, beautification, public relations, and the welfare of residents.

(k) To exercise all other powers and duties of the Board of Directors or the Association of owners, as referred to in the Horizontal Property Regimes Act as enacted in the State of Alaska.

Section 3. OTHER DUTIES

In addition to duties imposed by these Bylaws, or by resolutions of the Association, the Board of Directors shall be responsible for the following: (a) care, upkeep and surveillance of the Project and the common areas and

facilities; (b) collection of all assessments from the owners; and (c) designation and dismissal of the personnel necessary for the maintenance and operation of the Project, the common areas and facilities.

Section 4. MANAGEMENT AGENT

The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3 of this Article.

Section 5. ELECTION AND TERM OF OFFICE

At the first annual meeting of the Association, new Directors shall be elected for a term of one (1) year. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 6. BOOKS, AUDIT

The Board of Directors shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles, and at no greater than annual intervals, shall obtain an independent audit of such books and records. A copy of each such audit shall be delivered to a member within thirty (30) days after the completion of such audit, upon written request from a member.

Section 7. VACANCIES

Vacancies in the Board of Directors caused by any reason, other than the removal of a Director by a vote of the Association, shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 8. REMOVAL OF DIRECTOR

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

Section 9. ORGANIZATION MEETING

The first meeting of a newly-elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly-elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 10. REGULAR MEETINGS

Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 11. SPECIAL MEETINGS

Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

Section 12. WAIVER OF NOTICE

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

Section 13. BOARD OF DIRECTORS' QUORUM

At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present

shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. ACTION WITHOUT MEETING

The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 15. FIDELITY BONDS

The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE V

OFFICERS

Section 1. DESIGNATION

The principal officers of the Association shall be a President, Vice President, a Secretary and a Treasurer, all of which shall be elected by the Board of Directors. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary.

Section 2. ELECTION OF OFFICERS

The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. REMOVAL OF OFFICERS

Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor

elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. PRESIDENT

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. VICE PRESIDENT

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. SECRETARY

The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. TREASURER

The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VI

OBLIGATIONS OF THE OWNERSSection 1. ASSESSMENTS

(a) All owners are obligated to pay all assessments imposed by the Association to meet all project expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard.

(b) All delinquent assessments shall be enforced, collected or foreclosed in the manner provided in the Declaration.

Section 2. MAINTENANCE AND REPAIR

(a) Every owner must perform promptly all maintenance and repair work within his own unit, which, if omitted, would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his own fault.

ARTICLE VII

AMENDMENTS

These Bylaws may be amended by the Association in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by at least seventy-five percent (75%) of the unit owners of all condominiums in the Project as shown in the Declaration.

ARTICLE VIII

MORTGAGESSection 1. NOTICE TO ASSOCIATION

An owner who mortgages his condominium shall notify the Association through the Management Agent, if any, or the President of the Board of Directors, in the event there is no Management Agent, of the name and address of his

mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Condominiums". Any such owner shall likewise notify the Association as to the release or discharge of any such mortgage.

Section 2. NOTICE OF UNPAID ASSESSMENTS

The Association shall, at the request of a mortgagee of a unit, report any unpaid assessments due from the owner of such unit.

ARTICLE IX

CONSTRUCTION OF TERMS

The following terms, as used in these Bylaws, shall have the same meanings as are applied to such terms in the Declaration: "Project", "Condominium", "Common Areas", "Unit", "Mortgage" and "Mortgagee".

ARTICLE X

PERIODIC REAPPRAISALS

The units and common areas shall be periodically reappraised with a recomputation, if necessary, of the percentage interest of each owner in the common areas and facilities as expressed in the Declaration. The reappraisal shall be ordered at ten-year intervals from the date of filing of the Declaration, unless otherwise directed by the Board of Directors, and such reappraisal and recomputation shall be approved by the Association only by a vote of at least seventy-five percent (75%) of the unit owners.

ARTICLE XI

APPLICABLE LAW

In case any of these Bylaws conflict with any provisions of the laws of the State of Alaska, such conflicting Bylaw shall be null and void upon final court determination to such effect, but all other Bylaws shall remain in full force and effect.

DATED this _____ day of _____, 1977.

SECRETARY

TOWNE EAST VILLA CONDOS

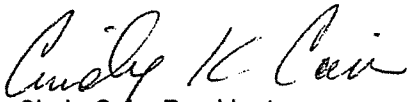
C/O Ben Marsh & Associates, Inc.
2005 Denali, Suite 1310
Anchorage, AK 99503
Phone 278-3615 Fax 276-8801

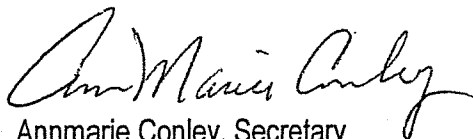
11 May 2005

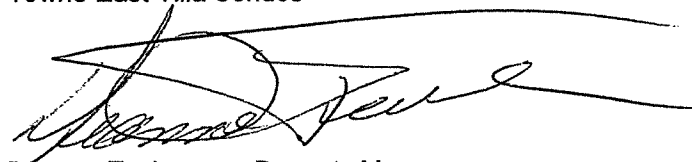
To Whom It May Concern:

It has been decided at the board meeting on this date that the last parking spot under the carport at the end of building D will be designated as a designated parking slot for unit D5. However, it must be understood that there is not an electrical hook-up for any electrical devices. This means there is not a means to plug in your vehicle on cold nights nor is there electricity for vacuums cleaner to clean out a car etc.

Thank you,


Cindy Cain, President
Towne East Villa Condos


Annmarie Conley, Secretary
Towne East Villa Condos


Deanne Tuckerman, Property Manager
Towne East Villa Condos

NOTES

- (1) This project is located on Lots 12 and 13, Block 2, Town East Subdivision, as recorded June 18, 1972, Anchorage Recording District, Plat No. P-100.
- (2) The condominiums depicted herein are subject to the provisions of the "Horizontal Property Regimes Act", Alaska Statutes Title 34.
- (3) All dimensions and tie lines between buildings and lot lines and property lines are given in feet and inches unless otherwise noted.
- (4) Details of vertical control is shown on (Local C-8-V) as documented and described in the "Alaska Book 1" published by Alaska and more specifically described as follows: a brass disk set vertically in south corner of a pillar 0.4 feet east of corner of lot line between Lot 12 and Lot 13, Alutian Station 24, 1972.
- (5) All dimensions dimensions and elevations are given in feet, and a foot and hundredths of a foot.
- (6) Common areas means all land and all portions of the property located within Lots 12 & 13, Block 2, Town East Subdivision, and not located within a unit, and not by way of limitation, all buildings, structures, pipes, ducts, conduits, conduits, wires and any other utility installations to the outlets, bearing walls, columns and girders to the common areas, and all other improvements thereon, all easements and all easements of location within said lot.
- (7) "Unlimited common areas" means a part of the common areas appurtenant to a unit with an exclusive easement for the use of that unit.
- (8) All exterior walls are 0.38 ft. thick. Unit separation walls are 0.31 feet except where noted otherwise.
- (9) Areas are shown for each floor with enclosures and total areas for each unit as listed.
- (10) The boundary lines of each unit are the interior surfaces exclusive of paint, paper, paneling, wax, tile or other finishings of its perimeter walls, floors, ceilings, doors and windows, and the unit includes both the interior and the building as described and the airspace so encompassed.
- (11) The condominiums depicted herein are two story wood frame construction on concrete block foundations. Each building contains 3 units.

Declaration Recorded December 21, 1977
 Serial Number 77-66105
 Book 257 Page 668

AS-BUILT SURVEY of Lots 12 & 13 Block 2 TOWNE EAST SUBDIVISION

CERTIFICATE OF OWNERSHIP

We hereby certify that we are the owners of Lots 12 & 13, Block 2, Town East Subdivision, as recorded June 18, 1972, Anchorage Recording District, Plat No. P-100. We have prepared and recorded this plan pursuant to the "Horizontal Property Regimes Act", Alaska Statutes, Chapter 34.01, a joint venture consisting of:

McLennan, Hansen & Co., Inc.

James H. McLennan, President
Robert H. Hansen, Vice President
James H. McLennan, Secretary
 Authorized and sworn to before me this _____ day of December, 1977.

Walter H. H. H. H.
 Notary for Alaska
 My Commission Expires: May 1, 1979

ENGINEER'S CERTIFICATE

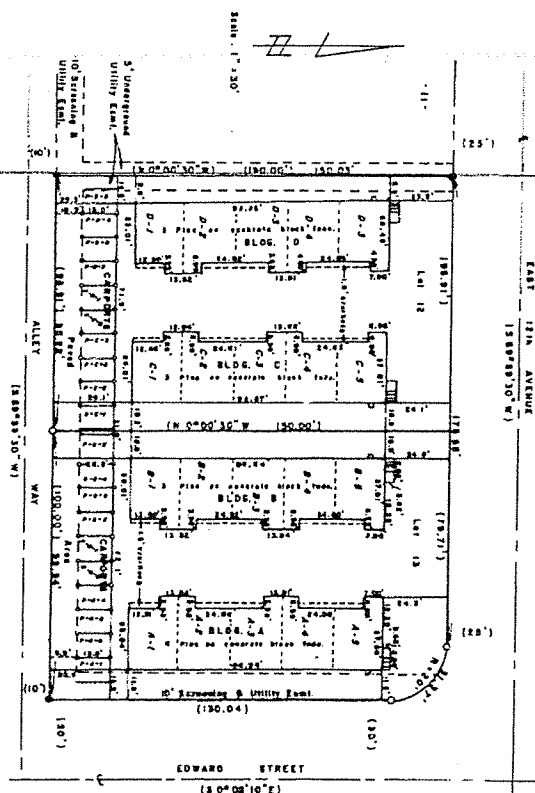
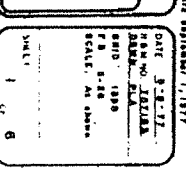
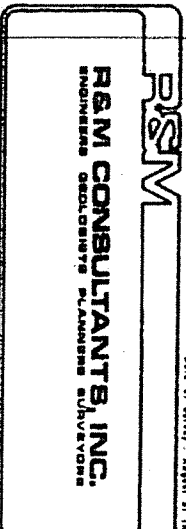
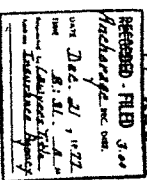
I hereby certify that this plan has been fully and accurately depicted the layout of the unit and the dimensions of the unit, and that the plan is a true and correct representation of the survey and plan as shown, that the plan is a true and correct representation of the survey and plan as shown, that the plan is a true and correct representation of the survey and plan as shown.

Walter H. H. H. H.
 Registered Professional Engineer
 No. 442,1977

SURVEYOR'S CERTIFICATE

I hereby certify that this survey has been done by me or under my direct supervision. The improvements shown are within the property lines and do not overlap or encroach on the property lying adjacent thereto. That no improvements on property shown do not overlap or encroach on the premises in question and that the survey is a true and correct representation of the survey and plan as shown, that the plan is a true and correct representation of the survey and plan as shown.

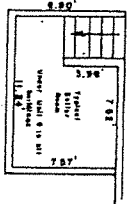
Walter H. H. H. H.
 Registered Land Surveyor
 No. 442,1977



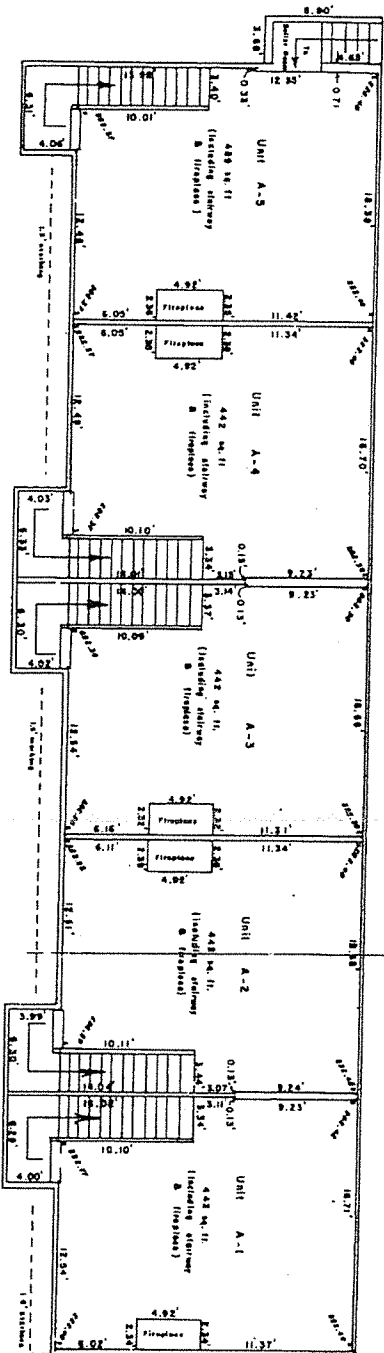
VICINITY MAP	
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R&M CONSULTANTS, INC.
 ENGINEERS GEODETISTS PLANNERS SURVEYORS

DATE: 3-2-77
 DRAWN BY: J. J. J.
 CHECKED BY: J. J. J.
 SCALE: AS SHOWN

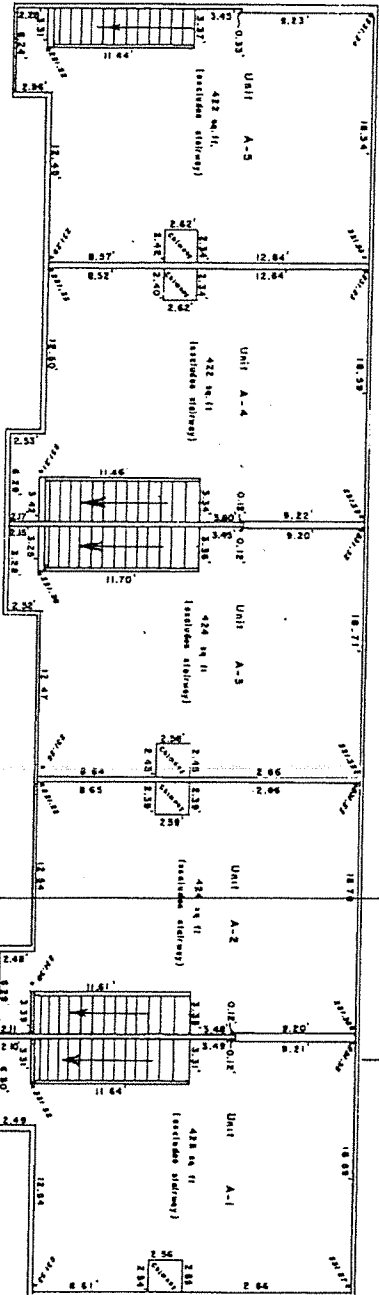


AS-BUILT first story

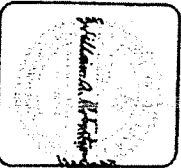


BUILDING A

second story



SEE SHEET B FOR TYPICAL SECTION A-A



R&M CONSULTANTS, INC.
ENGINEERS, GEOLOGISTS, PLANNERS, SURVEYORS

DATE: 9-8-77
DRAWN: J. J. J.
CHECKED: J. J. J.

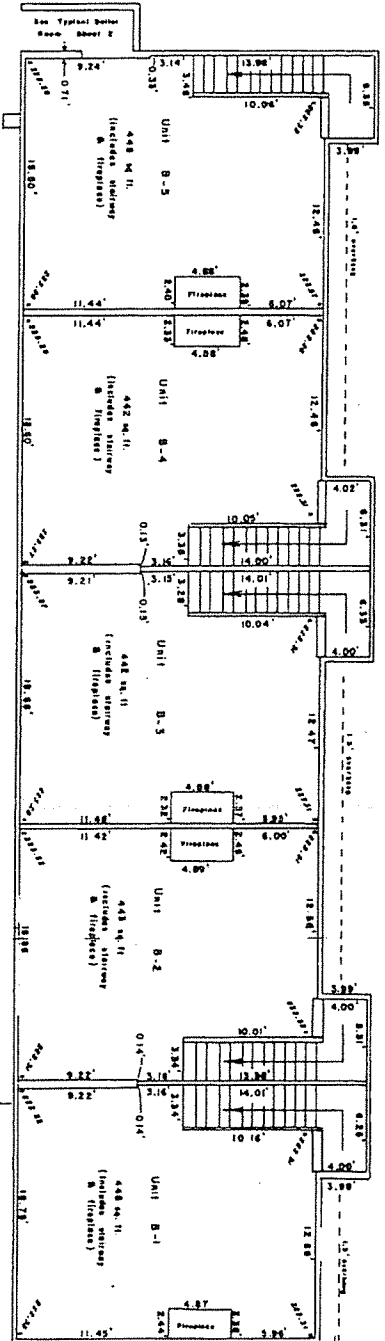
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SHEET: 2 OF 5

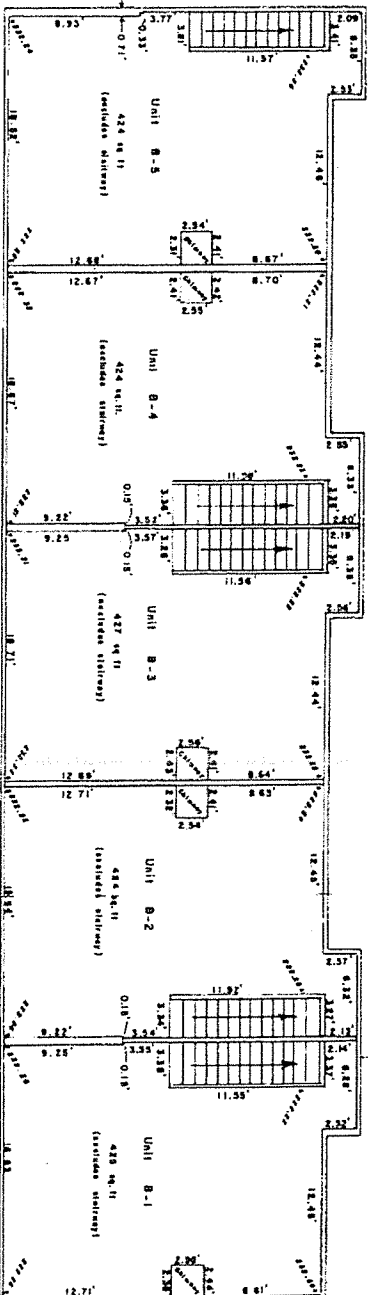
77-283
RECORDED FILED 5-66
INDEXED
Dec. 31 11
Lansing, Mich.
Insurance Agency



AS-BUILT first story



BUILDING B



second story

See Sheet B for Typical Section B-3

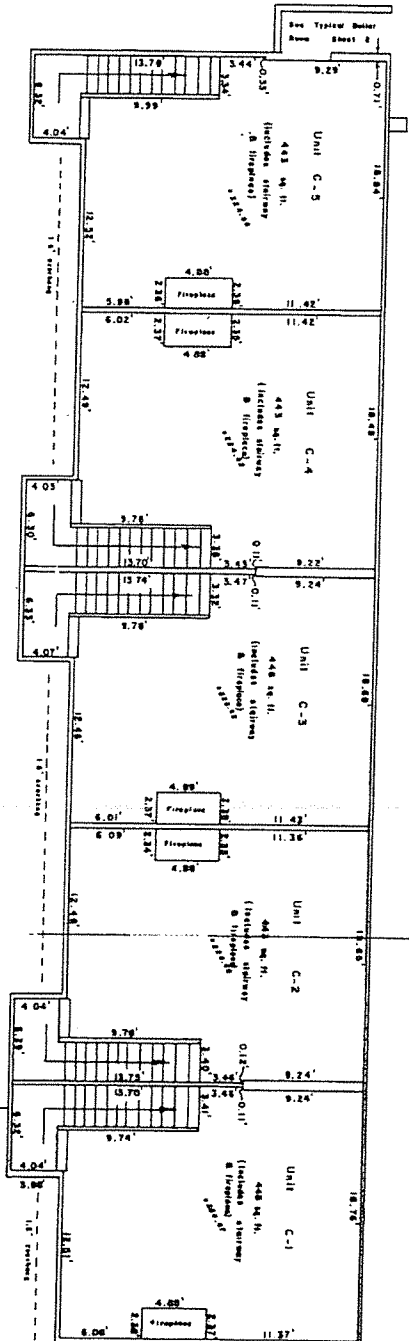


R&M CONSULTANTS, INC.
ENGINEERS GEOLOGISTS PLANNERS SURVEYORS

DATE: 9-8-77
BY: J.M. / J.M.
SCALE: 1" = 8'
SHEET: 3 OF 6

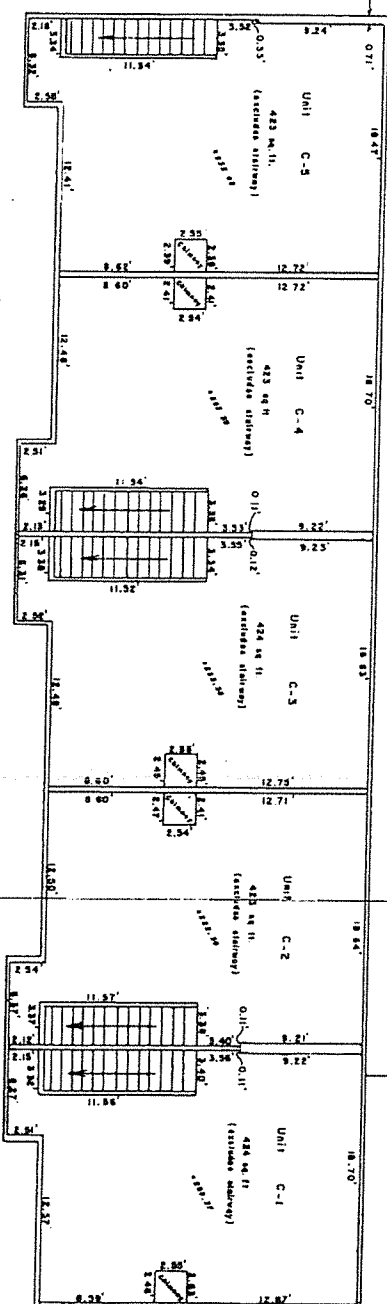
77-283
RECORDED - FILED 3-00
Mechanisms, Inc.
DATE: 11-21-77
BY: Lawrence J. Kelly
Recorder

AS-BUILT first story



BUILDING C

second story



See Sheet 8 for Typical Section C-C.



RSM CONSULTANTS, INC.
ENGINEERS GEOLOGISTS PLANNERS SURVEYORS

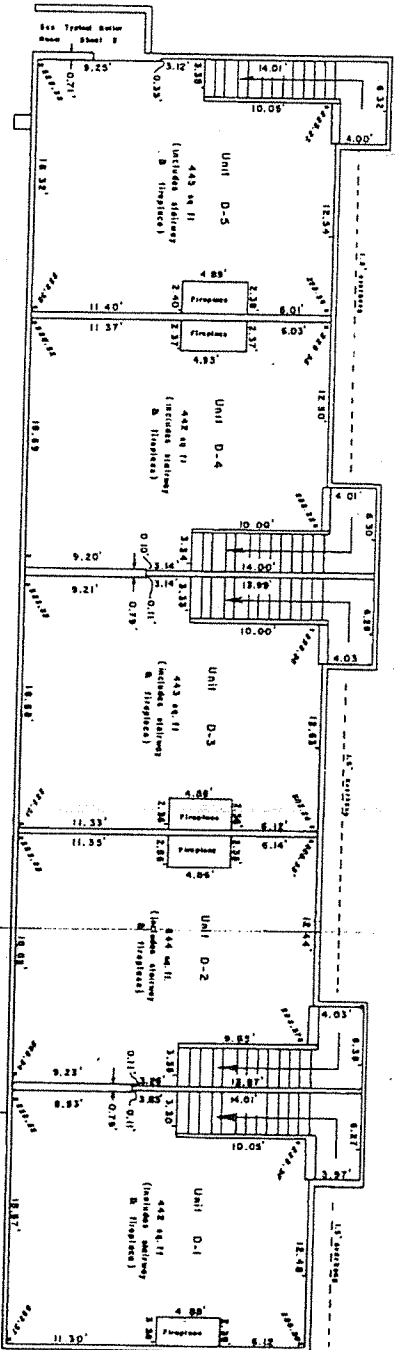
RSM

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REVISED: 7/1/77
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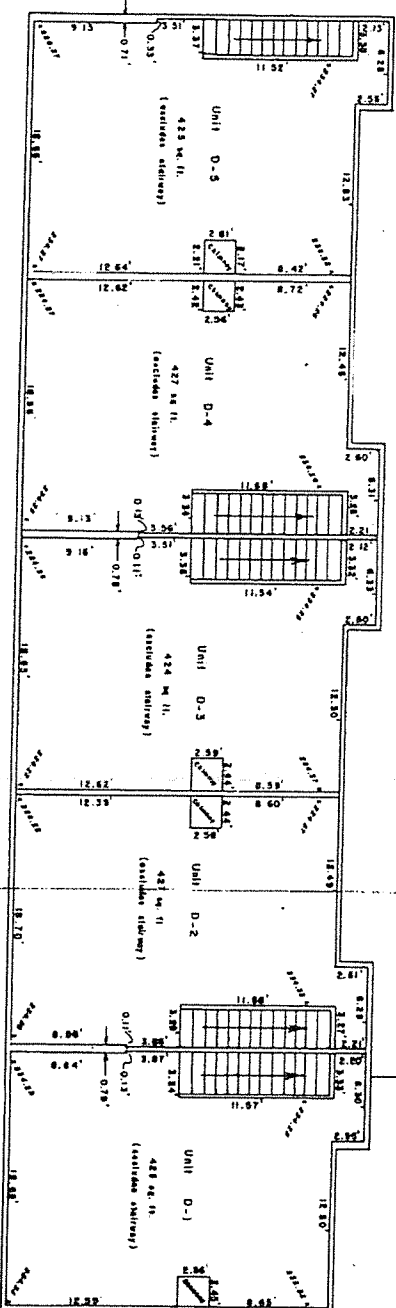
77-288
RECORDED - FILED 300
INDEXED - FILED 300
Dec. 21, 1977
R. S. I. A. S.
Insurance Agency



AS-BUILT first story



BUILDING D



second story

See Sheet 6 for Typical Section D-D

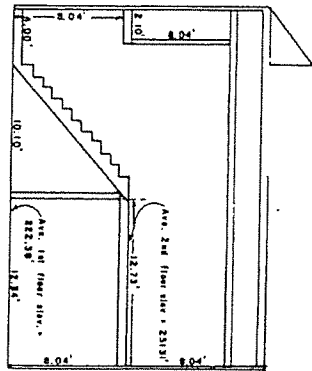


R&M CONSULTANTS, INC.
ENGINEERS GEOLOGISTS PLANNING DIVISION

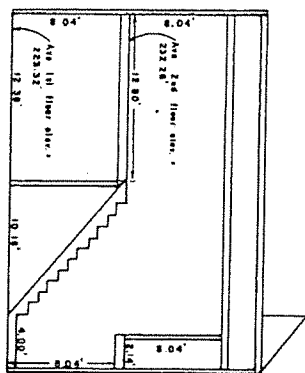
DATE: 7-8-77
BY: R.M. JOHNS
SCALE: 1" = 6'
SHEET: 5 OF 6

77-283
RECEIVED FILED 8.00
Dec. 31 1977
Landscape Architecture
Katherine J. Jorgensen

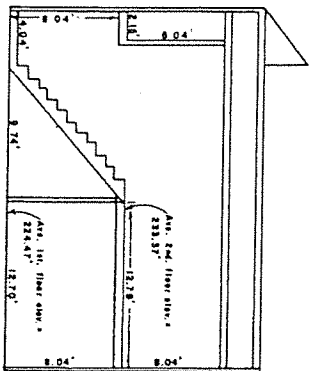
TYPICAL SECTIONS



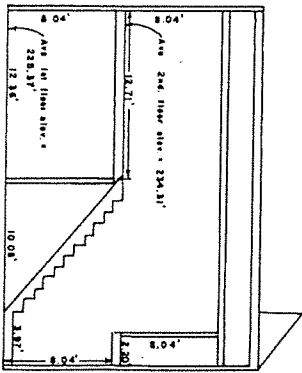
A-A



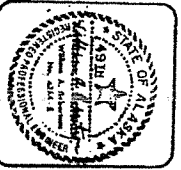
B-B



C-C



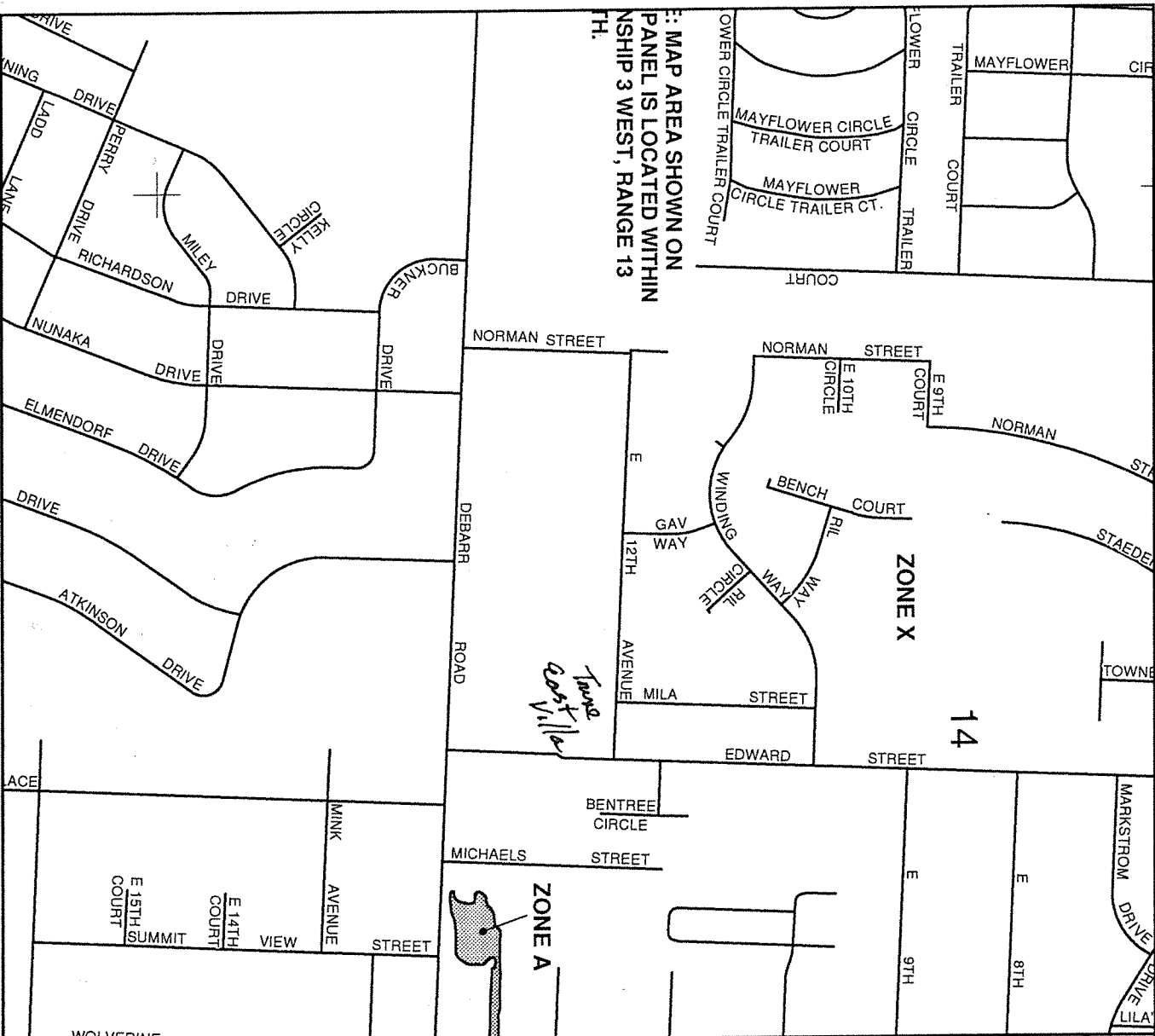
D-D



R&M CONSULTANTS, INC.
ENGINEERS ARCHITECTS PLANNERS SURVEYORS

DATE: 8-1-77
BY: J.M. JONES
SCALE: 1" = 6'
SHEET: 6 OF 6

77-289
ARCHITECT - FILED 5.00
DATE: 8-1-77
BY: J.M. JONES
PROJECT: [illegible]



Previously issued Letters of Map Revision.
If you are interested in this community, contact your insurance agent or insurance broker at 1-800-638-6620.



MAP SCALE 1" = 500'

0 150 300 FEET

FIRM
PANEL 0759D

FIRM
FLOOD INSURANCE RATE MAP
MUNICIPALITY OF
ANCHORAGE,
ALASKA
ANCHORAGE DIVISION COUNTY
PANEL 759 OF 1975
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)
CONTAINS:
COMMUNITY NUMBER PANEL SURVEY
ANCHORAGE MUNICIPALITY 0759 0



MAP NUMBER
0200050759D
MAP REVISED
SEPTEMBER 25, 2009

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov