

BK02164PG221

AMENDMENT AND RESTATEMENT
of the
D E C L A R A T I O N
for
BRITTANY PLACE OF FOXHALL SOUTH SUBDIVISION
(A Planned Community)

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**AMENDMENT AND RESTATEMENT OF THE DECLARATION
FOR
BRITTANY PLACE OF FOXHALL SOUTH SUBDIVISION
(A Planned Community)**

Preamble

This Amendment and Restatement of the Declaration for Brittany Place of Foxhall South Subdivision (hereafter "the Declaration") is made by the Brittany Place Homeowners Association, Inc., (hereafter "the Association") and Key Bank of Alaska, (hereafter "Successor Declarant") successor in interest to the special declarant rights previously held by the original declarant, The Parkwood Company. On July 23, 1990, Key Bank of Alaska recorded a Declaration of its intention to hold for transfer the special declarant rights it obtained to certain lots and tracts in Brittany Place of Foxhall South Subdivision. The Declaration of Key Bank of Alaska is recorded at Book 2055, Page 733, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

The Parkwood Company recorded the original Declaration on May 9, 1986 at Book 1420, Page 580, records of the Anchorage Recording District, Third Judicial District, State of Alaska. By that Declaration a Common Interest Community of twelve developed Units was created. Those Units are Lots 1 - 8 and 17 - 20, Block 2, Brittany Place of Foxhall South Subdivision according to Plat No. 85-231, Anchorage Recording District, Third Judicial District, State of Alaska. On August 5, 1987, Amendment No. 1 to Covenants, Conditions and Restrictions for Brittany Place of Foxhall South Subdivision was recorded at Book 1635, Page 971, records of the Anchorage Recording District, Third Judicial District, State of Alaska. That Amendment corrected Exhibit A-2, the Table of Interests, so that the total allocated interest was 1.0.

Declarant reserved the right in the Declaration to create up to eighty-five total Units, i.e., seventy-three Units in addition to the twelve Units already in the Association, on property described as Lots 17 - 69, Block 1, Lots 9 - 16, Block 2, and Tract C-1, Brittany Place of Foxhall South Subdivision, according to Plat No. 85-231, Anchorage Recording District, Third Judicial District, State of Alaska.

Of the tracts shown on Plat 85-231 and Exhibit A-3 (erroneously designated A-31) attached to the original Declaration, only Tracts B-3 and B-5 were labeled "must be built". Those tracts were conveyed as Common Elements to the Brittany Place Homeowners Association, Inc. by a deed recorded on July 2, 1986, recorded at

Book 1449, Page 1155, records of the Anchorage Recording District, Third Judicial District, State of Alaska. Tracts B-2 and B-4 are owned by Key Bank of Alaska which also holds the Declarant's rights to those tracts. Tract A-6A, was conveyed by the Parkwood Company to the Greenhouse Homeowners Association, Inc., by deed recorded February 13, 1986 at Book 1385, Page 655, records of the Anchorage Recording District, Third Judicial District, State of Alaska. Tract C-1 was withdrawn from the Common Interest Community by The Parkwood Company by a document recorded April 29, 1991 at Book 2145, Page 498, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

The purpose of this Amendment and Restatement is to totally supersede and replace the original Declaration as amended and make changes in the Declaration desired by the Association and the Successor Declarant. This Amendment and Restatement applies to real property described as Lots 17-69, Block 1, Lots 1-20, Block 2, Tracts B-2, B-3, B-4, and B-5, Brittany Place of Foxhall South Subdivision, according to Plat No. 85-231, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

This Amendment and Restatement is made by the Association based on the approval of Unit Owners owning at least 67% of the allocated interest in the Association pursuant to Section XV of the original Declaration. The Successor Declarant joins in this Amendment and Restatement.

ARTICLE I

Definitions

In the Documents, the following words and phrases shall have the following meanings:

Section 1.1 - Act. The Uniform Common Interest Ownership Act, A.S. 34.08, as it may be amended from time to time.

Section 1.2 - Allocated Interests. The Common Expense liability, and Votes in the Association, allocated to Units in the Common Interest Community. The Allocated Interests are described in Article VIII of this Declaration and are shown on Exhibit B.

Section 1.3 - Association. BRITTANY PLACE HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized under Chapter 10.20 of the statutes of the State of Alaska. It is the Association of Unit Owners pursuant to Section 34.08.310 and Section 34.08.990(3) of the Act.

Section 1.4 - Bylaws. The Bylaws of the Association, as they may be amended from time to time. Neither the Bylaws nor any amendments to the Bylaws need be recorded in the property records.

Section 1.5 - Common Elements. Tract B-3, Block 2, and Tract B-5, Block 1, Brittany Place of Foxhall South Subdivision, according to Plat No. 85-231, records of the Anchorage Recording District, Third Judicial District, State of Alaska, and such other tracts as shall be so designated pursuant to Declarant's reserved rights.

Section 1.6 - Common Expenses. The expenses or financial liabilities for the operation of the Common Interest Community. These include:

(i) Expenses of administration, maintenance, repair or replacement of the Common Elements;

(ii) Expenses declared to be Common Expenses by the Documents or by the Act;

(iii) Expenses agreed upon as Common Expenses by the Association; and

(iv) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association or for which the Association has maintenance or repair responsibilities.

Section 1.7 - Common Interest Community. The real property subject to the Amendment and Restatement of the Declaration for BRITTANY PLACE OF FOXHALL SOUTH SUBDIVISION.

Section 1.8 - Declarant. Key Bank of Alaska, an Alaska corporation, or its successor, as defined in A.S. 34.08.990(12).

Section 1.9 - Declaration. This document, including any amendments.

Section 1.10 - Development Rights. The rights reserved by the Declarant under Article XII of the Declaration to create Units and Common Elements within the Common Interest Community or to withdraw real estate from the Common Interest Community.

Section 1.11 - Director. A member of the Executive Board.

Section 1.12 - Documents. The Declaration, Plat and Plans which have been recorded and filed, the Bylaws, and the Rules, if any, as they may be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document.

Section 1.13 - Eligible Insurer. An insurer or guarantor of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Insurer be given the notices and other rights described in Article XVI.

Section 1.14 - Eligible Mortgagee. The holder of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it holds a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVI.

Section 1.15 - Executive Board. The board of directors of the Association.

Section 1.16 - Floor Plans. Those floor plans recorded with this Declaration as Exhibit D, as it may be amended.

Section 1.17 - Improvements. Any construction, structure, fixture or facility existing or to be constructed on the land included in the Common Interest Community including but not limited to, buildings, trees and shrubbery planted by the Association, paving, utility wires, pipes, and light poles.

Section 1.18 - Majority or Majority of Unit Owners. The owners of more than 50% of the votes in the Association.

Section 1.19 - Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 1.20 - Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 22.1 of this Declaration.

Section 1.21 - Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 22.2 of this Declaration.

Section 1.22 - Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.23 - Planned Community. A Common Interest Community that is not a condominium or a cooperative.

Section 1.24 - Plans. The development plan recorded with this Declaration as Exhibit C along with the Floor Plans recorded with the Declaration as Exhibit D, as they may be amended.

Section 1.25 - Plat. Plat No. 85-231, filed September 20, 1985, in the Records of the Anchorage Recording District, Third Judicial District, State of Alaska, that created Brittany Place of Foxhall South Subdivision, including any amendments or replats.

Section 1.26 - Property. The land and all Improvements, easements, rights and appurtenances which have been submitted to the provision of the Act by this Declaration.

Section 1.27 - Public Offering Statement. The current document prepared pursuant to A.S. 34.08.520, .530, .540, and .560, as they may be applicable to this particular Common Interest Community, and as they may be amended from time to time.

Section 1.28 - Rules. Rules for the use of the Units and Common Elements and for the conduct of persons within the Common Interest Community, adopted by the Executive Board pursuant to this Declaration.

Section 1.29 - Security Interest. An interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.30 - Special Declarant Rights. The right (as defined in A.S. 34.08.990(30) of the Act) reserved for the benefit of a Declarant to A) complete improvements indicated on plats and plans filed with the Declaration; (B) exercise a Development Right; (C) maintain sales offices, management offices, models and signs advertising the Common Interest Community; (D) use easements through the Common Elements for the purpose of making improvements within the Common Interest Community or within real estate that may be added to the Common Interest Community; or (E) appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control.

Section 1.31 - Trustee. The entity which may be designated by the Executive Board as the Trustee for the receipt, administration, and disbursement of funds derived from insured losses, condemnation

awards, special assessments for uninsured losses, and other like sources as defined in the Bylaws. If no Trustee has been designated, the trustee will be the Executive Board from time to time constituted, acting by majority vote, as executed by the President and attested by the Secretary.

Section 1.32 - Unit. A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are shown on Exhibit D and on Plat 85-231, as it may be amended, and which has been improved with a dwelling.

Section 1.33 - Unit Owner. The Declarant or other person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by this Declaration.

ARTICLE II

Name and Type of Common Interest Community and Association

Section 2.1 - Common Interest Community. The name of the Common Interest Community is BRITTANY PLACE OF FOXHALL SOUTH SUBDIVISION, a Planned Community.

Section 2.2 - Association. The name of the Association is BRITTANY PLACE HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized under the laws of the State of Alaska.

ARTICLE III

Description of Land

The entire Common Interest Community is situated in the Anchorage Recording District, Third Judicial District, State of Alaska, and is located on land described as Lots 17 - 69, Block 1, Lots 1 - 20, Block 2, Tracts B-2, B-3, B-4, and B-5, Brittany Place of Foxhall South Subdivision, according to Plat No. 85-231, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

ARTICLE IV

Maximum Number of Units; Boundaries

Section 4.1 - Maximum Number of Units. At the time this Declaration is recorded the Common Interest Community contains twelve (12) Units. As additional buildings are constructed, the

number of Units will increase as shown on the most current version of Exhibit B, up to a maximum number of seventy-three (73) Units. The right to develop this total number of Units is reserved by the Declarant.

Section 4.2 - Boundaries. Each Unit created by the Declaration is shown on the Floor Plans as a numbered Unit and the Unit boundaries are described as follows:

(a) General Boundaries: Boundaries of Units are shown on Exhibits C and D attached to the Declaration and Plat 85-231, as they may be amended from time to time, subject to the party wall rights and adjustments described in Article V. There is, or will be, only one Unit per lot shown on Plat 85-231, as it may be amended from time to time.

(b) Boundary of Party Walls: The boundaries of the Unit at party walls shall be the plane or planes extending through the party wall, dividing framing, unfinished concrete or structural masonry, extending from the center of the earth to the heavens from the lowest to the highest plane respectively enclosed by structural elements, and angling within the ends of the structural walls to meet the boundaries shown on Exhibit D. Such boundaries are subject to mutual easements of support, shelter and weather-tight integrity.

(c) Inconsistency with Plans: If this definition is inconsistent with the Plans, then this definition shall control.

ARTICLE V

Party Walls and Common Driveways

Section 5.1 - General Rules of Law to Apply. Each wall in the Common Interest Community built on the dividing line between Units shall constitute a party wall and each driveway on a private lot designed to be used for access by more than one lot shall constitute a common driveway. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and common driveways and the liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 5.2 - Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or common driveway shall be shared by the Unit Owners who make use of the wall or driveway in proportion to such use.

Section 5.3 - Destruction by Fire or Other Casualty. If a party wall or common driveway is destroyed or damaged by fire or other casualty, any Owner who has used the wall or common driveway may restore it and, if the another Unit Owner thereafter makes use of the wall or common driveway, that Unit Owner shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Unit Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 5.4 - Weatherproofing. Notwithstanding any other provision of this Article, a Unit Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5.5 - Right to Contribution Runs With the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

Section 5.6 - Party Wall. If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside of a party wall, any portion serving only that Unit is a part of that Unit, and any portion serving both Units is a part of the party wall.

Section 5.7 - Party Fences. Fences built on the dividing line between Units are party fences and the rules of law apply thereto.

ARTICLE VI

Common Elements

Section 6.1 - Existing Common Elements. The presently existing common elements to which the Association holds title are Tracts B-3 and B-5, Brittany Place of Foxhall South Subdivision, according to Plat No. 85-231, Anchorage Recording District, Third Judicial District, State of Alaska.

Section 6.2 - Potential Future Common Elements. At such time as Declarant has completed construction of buildings on Lots 17-49, Block 1, Brittany Place of Foxhall South Subdivision, according to Plat No. 85-231, Anchorage Recording District, Third Judicial District, State of Alaska, Declarant will convey to the Association, for the benefit of all Unit Owners, Tract B-4 of Plat No. 85-231. At such time as Declarant has completed construction of buildings on Lots 63-69, Block 1 of Plat No. 85-231, Declarant will convey to the Association, for the benefit of all Unit Owners in the Common Interest Community, Tract B-2 of Plat No. 85-231.

ARTICLE VIIMaintenance, Repair and Replacement

Section 7.1 - Common Elements. The Association shall maintain, repair and replace all of the Common Elements.

Section 7.2 - Units. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit, except that the Association, in order to maintain a unity and harmony of appearance, as well as structural integrity, will paint the exterior of Units and will reshingle the roofs when painting and reshingling are required due to normal wear and tear. All other maintenance, repair or replacement of a Unit shall be at the Unit Owner's expense.

Section 7.3 - Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the effected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

Section 7.4 - Repairs Necessitated by Unit Owner's Action or Inaction. Each Unit Owner will reimburse the Association for any costs incurred by the Association and any damages to any other Unit or to the Common Elements to the extent that such damages or costs were caused intentionally, negligently or by the Unit Owner's failure to properly maintain, repair or make replacements to his or her Unit. Such expense will be assessed following Notice and Hearing.

Section 7.5 - Repairs Necessitated by Association Action or Inaction. The Association will be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements.

Section 7.6 - Quality of Work. The maintenance, repair or replacement of exterior and structural components of buildings shall be of such kind or quality as the Executive Board shall deem reasonably necessary to maintain all Units in good order and repair. Any such work shall be performed in a good and workmanlike manner employing materials of equal or better quality than the originals.

Section 7.7 - Necessity. The necessity for any work shall be determined by the Executive Board whose decision in such matters shall be final, except that the determination to effectuate any maintenance or repair item which will cost a Unit Owner in excess of a maximum cost set by the Executive Board from time to time shall be subject to the right of the effected Unit Owner to Notice and Hearing by the Executive Board prior to the commencement of any work.

Section 7.8 - Examination. Repair and maintenance records of the Association, shall be available for examination and copying by any Unit Owner, his duly authorized agents or attorneys, at the expense of the Unit Owner, during normal business hours and after reasonable notice. Such records shall include, but not be limited to:

- (a) Items of work performed.
- (b) Dates of performance.
- (c) Names of parties employed to perform the work.
- (d) Notices sent to Unit Owners with respect to such work.
- (e) Summarized minutes of all proceedings before the Executive Board with respect to such work.
- (f) Any certificate of completion issued by the Executive Board or other agency.
- (g) All amounts assessed against the Unit to cover the costs of such work.
- (h) Regulations and standards for architectural control.
- (i) Any other records, warranties, correspondence or other materials involving maintenance or repair of each Unit.

ARTICLE VIII

Allocated Interests

Section 8.1 - Allocation of Interests. The table showing Unit numbers and their allocated interests is included in Exhibit B. The allocated interest appertaining to each Unit for all purposes, including voting and the determination of liability for Common Expenses, shall be in accordance with Exhibit B. These interests have been allocated in accordance with the formulas set out in this Article. These formulas are to be used in reallocating interests

if Units are added to or removed from the Common Interest Community. When Units are added to or removed from the Common Interest Community, a revised Exhibit B, the Table of Allocated Interests, will be recorded with the Declaration Amendment.

Section 8.2 - Formulas for the Allocation of Interests.

(a) Liability for the Common Expenses: The percentage of liability for Common Expenses allocated to each Unit is derived by dividing the total number of Units in the Common Interest Community into One Hundred percent (100%). Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article XVII of this Declaration.

(b) Votes: Each Unit in the Common Interest Community shall have one equal Vote. Any specified percentage of Unit Owners, unless otherwise stated in the Documents, means the specified percentage of all the votes as allocated in Exhibit B.

Section 8.3 - Assignment of Allocated Interests Upon Creation of Units Pursuant to Exercise of Development Rights. The effective date for assigning Allocated Interests to Units created pursuant to Section 13.6 of this Declaration shall be the date on which the amendment creating the Units is recorded in the records of the Anchorage Recording District.

ARTICLE IX

Restrictions on Use, Alienation and Occupancy

Section 9.1 - Use and Occupancy Restrictions. Subject to the Special Declarant Rights reserved under Article XII the following use restrictions apply to all Units and to the Common Elements:

(a) Each Unit is restricted to residential use as a single-family residence including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign indicating commercial or professional uses may be displayed outside a Unit.

(b) The use of Units and Common Elements is subject to the Bylaws and the Rules of the Association.

(c) No motorcycles, including trail bikes, shall be parked or stored on the Property except in garages. No trucks, greater than 2 ton load capacity and having more than 4 wheels, commercial vehicles, airplanes, boats, trailers, campers, off-road vehicles and recreational vehicles, shall be parked, stored or garaged on the Common Interest Community, except in garages that fully enclose such vehicle so that the vehicle is not visible from outside the

garage, or in the R.V. parking lot. The doors of garages in which any of the aforementioned vehicles are parked, stored or garaged shall be kept shut except when entering or leaving.

Section 9.2 - Restrictions on Alienation.

(a) A Unit may not be conveyed pursuant to a time sharing plan as defined under AS 34.08.550.

(b) No Owner shall be permitted to rent or lease a Unit for transient or hotel purposes. No Owner may lease or rent less than the entire Unit. Any lease or rental agreement shall provide that the terms thereof shall be subject in all respects to the provisions of the Declaration and the Bylaws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease or rental agreement. All leases and rental agreements shall be in writing and a copy given to the Executive Board.

ARTICLE X

Easements and Licenses

Section 10.1 - Recorded Easements and Licenses. All recorded easements or licenses to which the Common Interest Community is presently subject are recited in Exhibit A to this Declaration. In addition, the Common Interest Community may be subject to other easements or licenses granted by the Declarant pursuant to its powers under Article XII of this Declaration.

Section 10.2 - Owner's Easement of Enjoyment in Common Elements. Every Unit Owner, his heirs, successors, executors, administrators and assigns forever, in common with each other, shall have a right and easement of enjoyment in and to the Common Elements, and such easement shall be appurtenant to, and shall run with, the title to every Unit. Such easement shall include, among other consistent rights, the non-exclusive right to pass and repass across the Common Elements; to use the Common Elements pursuant to the provisions of this Declaration, and the right to prevent the restriction or alienation of the Common Elements.

Section 10.3 - Limitations on Owner's Easement. The rights and easements of enjoyment created hereby shall be subject to the following, which rights are deemed to be necessary and desirable to facilitate the orderly development and administration of the Common Interest Community:

(a) The right of the Association, in accordance with its Certificate of Incorporation and the Bylaws, following written approval by the holders of security interests pursuant to Article

XVI, to borrow money for the purpose of improving, maintaining and operating the Common Elements and in aid thereof to mortgage, hypothecate, pledge, assign or grant a security interest in the assets of the Association, including, without limitation, its liens and receivables for Assessments.

(b) The right of the Association to take such steps as are reasonably necessary to protect the rights of the Unit Owners in the Common Elements against foreclosure.

(c) The right of the Association, as provided and limited in its Certificate of Incorporation and Bylaws, to suspend the enjoyment rights (except rights of egress and ingress) of any Unit Owner for any period during which any Assessment remains unpaid, and for a period not exceeding thirty (30) days for any infraction of the Declaration, Bylaws or Rules, and to levy liquidated minimum damages in the amount of one-half of the monthly assessment for each offense for such infractions as well as specific damages as may occur, all of which shall become Assessments.

(d) The right of the Association to charge reasonable fees for the use of the Common Elements; where such use shall involve additional expense to the Association and shall be different or unique from the use offered to other Unit Owners as a whole, or shall involve unique services or instructions, which fees shall be Assessments.

(e) The right of the Association or Declarant to dedicate or transfer the rights to use, control, maintain or enjoy, all or any part of the Common Elements to a public agency authority or utility, provided that no such dedication or transfer shall be effective unless there has been a vote of approval by the Unit Owners entitled to cast three-fourths of the Votes and approval of the holders of Security Interests pursuant to Article XVI. A certificate of compliance with these provisions shall be attested by the President and certificated by the Secretary and recorded in the land records. The agency obtaining such rights shall assume, to the extent lawful, the obligations and duties of the Association related to such part of the Common Elements so dedicated or construed. Written notice of the proposed action shall be sent to every Unit Owner and Eligible Mortgagee at least ninety (90) days in advance of any action taken.

(f) The right of the Association or the Declarant to impose and grant easements over, under and across the Common Elements, for the purposes of fulfilling the general plan of development, providing ingress and egress, power, electricity, telephone, sewer, water, and other utility and lighting services, irrigation, drainage, television transmission facilities, security services and facilities, and other structures, services and devices in

connection therewith, and the like, as the Association or the Declarant deems necessary and proper.

(g) The right of the Association to grant licenses and concessions for the use of the Common Elements, including licenses to non-Unit Owners.

(h) The right and duty of the Association to maintain, preserve and administer the Common Elements for the mutual benefit, health and safety of the Common Interest Community and each of its Owners, including properly maintaining all private drives on the Common Elements, walkways, sight lines, drainage facilities, swales and ways, drainage detention basins, dams or impoundments, and landscaped areas, to such standards as set by the Association for the mutual benefit and safety of the Owners and the neighboring community.

(i) The duty of the Association to maintain the storm drainage systems on the property for the benefit of the Common Interest Community, and such surrounding areas as may be effected by such storm drainage in accordance with the site grading and drainage plan approved by the Municipal authorities and filed in the Municipal records.

Section 10.4 - Walks, Passways, Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Elements. Each Unit Owner has an easement in common with all other Unit Owners for use of all walks, passways, pipes, wires, ducts, cables, drainage ways, conduits, public utility lines, sanitary drainage system facilities and other service elements, if any, located in any of the Units or Common Elements at the time of issuance of the first Certificate of Occupancy or thereafter placed thereon by the Association and serving his Unit. Each Unit is subject to an easement in favor of other Units and the Common Elements for use of such walks, passways, drainage ways, pipes, ducts, cables, wires, conduits, public utility lines, sanitary sewerage facilities, and other elements, if any, serving other Units or Common Elements and located in each such Unit. In addition, each Unit shall be subject to, and shall have such easements of support and shelter from and over such other Unit and the Common Elements as may be necessary for the quiet enjoyment of such Unit and the maintenance of facilities. The Executive Board has the right to reasonable access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements and such facilities which the Association has the duty to maintain contained therein or elsewhere on the Units. No such walks, passways, pipes, wires, ducts, cables, drainage ways, conduits, public utility lines and other service elements, if any, may interfere with residences or garages located on Units. Any property disturbed by maintenance or repair will be reasonably restored.

Section 10.5 - Easement for Common Driveways. If, and when, buildings are constructed on Lots 28, 29, 30, 31, 47, 48, 49, 61 and 62, Block 1, Brittany Place of Foxhall South Subdivision, according to Plat No. 85-231, Anchorage Recording District, Third Judicial District, State of Alaska, common driveways will be constructed within the public use easements designated on the plat to serve those lots. Declarant hereby grants reciprocal easements appurtenant to and from the following lots, as grouped below, for the construction, use and maintenance of the common driveways:

Common driveway 1 - Lots 28, 29, 30, 31
Common driveway 2 - Lots 47, 48, 49
Common driveway 3 - Lots 61 and 62

The Association and the Declarant hereby exchange reciprocal easements between Tract B-5 and Lots 61 and 62 of Plat 85-231 for construction, use and maintenance of a common driveway serving the tract and lots.

ARTICLE XI

Additions, Alterations and Improvements

Section 11.1 - Additions, Alterations and Improvements by Unit Owners.

(a) No Unit Owner will make any structural addition, structural alteration, or structural improvement in or to the Common Interest Community without the prior written consent thereto of the Executive Board in accordance with Subsection 11.1(c).

(b) Subject to Subsection 11.1(a), a Unit Owner:

(i) May make any other improvements or alterations to the interior of his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community;

(ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community, without permission of the Association;

(iii) After acquiring an adjoining Unit or an adjoining part of an adjoining Unit, may remove or alter any intervening partition or create apertures therein, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community. Removal of partitions or creation of apertures under this subsection is not an alteration of boundaries.

(c) A Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Subsections 11.1(a) or 11.1(b). The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Executive Board to the proposed action. The approval of a written request 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 alteration, the material 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 alteration or improvement inharmonious or out of keeping with the general plan of improvement of the Common Interest Community or with the improvements erected on other Units. If, after such plans and specifications have been approved, the improvements are altered, erected or maintained upon the Unit otherwise 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 the Declaration. 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 herein as provided for use on other Units. 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. 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.

(d) Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, sub-contractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

(e) All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premiums of any

insurance policies carried by the Association or by the owners of any Units other than those affected by such change.

(f) The provisions of this Section shall not apply to the Declarant in the exercise of any Special Declarant Right.

Section 11.2 - Additions, Alterations and Improvements by Executive Board. Subject to the limitations of Sections 17.4 and 17.5 of this Declaration, the Executive Board may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

ARTICLE XII

Development Rights and Special Declarant Rights

Section 12.1 - Reservation of Development Rights. The Declarant reserves the following Development Rights:

(a) The right, by amendment, to add Units and Common Elements in the areas of the Common Interest Community designated "Development Rights Reserved" on Exhibit C.

(b) The right, by amendment, to withdraw land designated as "Development Rights Reserved" on Exhibit C; provided, however, that if said land is withdrawn it will be developed in accordance with the Municipal Zoning Ordinance.

(c) The right to construct utility lines, pipes, wires, ducts, conduits and other facilities across the land not designated "Development Rights Reserved" on Exhibit C for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the land designated "Development Rights Reserved" on Exhibit C. The Declarant also reserves the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community for the above-mentioned purposes. If the Declarant grants any such easements, Exhibit A, will be amended to include reference to the recorded easement.

Section 12.2 - Limitations on Development Rights. The Development Rights reserved in 12.1 are limited as follows:

(a) The Development Rights may be exercised at any time, but not more than 10 years after May 9, 1986, the date of recording of the original Declaration. If exercised more than 7 years after recording the initial Declaration, consent of 51% of the Eligible Mortgagees shall be required pursuant to Section 16.11.

(b) Not more than 61 additional Units may be created pursuant to the Development Rights.

(c) All buildings constructed under the Development Rights will be architecturally compatible as to style with the buildings constructed pursuant to the original Declaration and will be of comparable quality of construction.

(d) All Units created pursuant to the Development Rights will be restricted to residential use in the same manner or to the same extent as the Units created under the original Declaration.

(e) No Development Rights may be exercised, voluntarily abandoned or terminated by the Declarant unless approved as provided by Section 16.11.

Section 12.3 - Phasing of Development Rights. No assurances are made by the Declarant regarding the areas on Exhibit C designated "Development Rights Reserved" as to the portions where the Declarant will exercise its Development Rights or the order in which such portions, or all of the areas will be developed. The exercise of Development Rights as to some portions will not obligate the Declarant to exercise them as to other portions.

Section 12.4 - Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Common Interest Community:

(a) To complete improvements indicated on the Declaration, plat and plans, as they may be amended;

(b) To exercise the Development Rights reserved in the Declaration;

(c) To maintain sales offices, management offices, models and signs advertising the Common Interest Community;

(d) To use easements through the Common Elements for the purpose of making improvements within the Common Interest Community; and

(e) To appoint or remove any officer of the Association, or any Executive Board member during any period of Declarant control, subject to the provisions of this Article.

In the exercise of its rights reserved under subsections (a) and (b) above, the Declarant may convey utility and drainage easements to the Municipality of Anchorage in its own name and on behalf of the Association. All purchasers are deemed to consent to such conveyance as a condition of their purchase. The Special

Declarant Rights may be exercised where applicable anywhere within the Common Interest Community.

Section 12.5 - Models, Sales Offices and Management Offices.

As long as Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model Unit, sales office or management office. Declarant may have no more than one model Unit and one sales/management office within the Common Interest Community at any time, although the specific location may change from time to time as Units are developed and sold. A model Unit or sale/management office may be no larger than a typical Unit constructed for sale to the public.

Section 12.6 - Construction: Declarant's Easement.

The Declarant reserves the right to perform warranty work, and repairs and construction work, and to store materials in secure areas, in Units and Common Elements, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in the Declaration.

Section 12.7 - Signs and Marketing.

The Declarant reserves the right to post signs and displays in the Units or Common Elements to promote sales of Units, and to conduct general sales activities, in a manner that will not unreasonably disturb the rights of Unit Owners.

Section 12.8 - Declarant's Personal Property.

The Declarant reserves the right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove, promptly after the sale of the last Unit from the Property, any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 12.9 - Limitations on Special Declarant Rights.

Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right (except for Development Rights) may be exercised by the Declarant so long as the Declarant is obligated under any warranty or obligation, owns any Units or any Security Interest on any Units, or for 10 years after recording the original Declaration, whichever is sooner. Earlier termination of certain rights may occur by statute.

Section 12.10 - Interference with Special Declarant Rights. Neither the Association nor any Unit Owner may take any action or adopt any rules that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

ARTICLE XIII

Amendments to Declaration

Section 13.1 - General. Except as otherwise provided by law or elsewhere in this Declaration, this Declaration, including the Exhibits hereto, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

Section 13.2 - When Unanimous Consent Required. Except to the extent expressly permitted or required by provisions of the Act and this Declaration, an amendment may not create or increase Special Declarant Rights, increase the number of Units, change the number of Units, change the boundaries of a Unit, the Allocated Interests of a Unit, or the uses to which a Unit is restricted, in the absence of unanimous (100%) consent of the Unit Owners in the Association.

Section 13.3 - Execution of Amendments. An amendment to the Declaration required by AS 34.08.250 of the Act to be recorded by the Association, which has been adopted in accordance with this Declaration and AS 34.08.250 of the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 13.4 - Recordation of Amendments. Each amendment to the Declaration must be recorded in the recording district in which the Common Interest Community is located. The amendment is effective only upon recording.

Section 13.5 - Special Declarant Rights. Provisions in the Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 13.6 - Amendments to Create Units. To exercise any Development Right reserved under Section 12.1 of this Declaration, the Declarant shall prepare, execute and record an amendment to the Declaration. The Declarant shall also record new Exhibits B, C and D to reflect the changes made by the exercise of the Development Right. The amendment to the Declaration shall assign an identifying number to each new Unit created and reallocate the Allocated Interests among all Units. The amendment shall describe any Common Elements created thereby.

Section 13.7 - Consent of Holders of Security Interests. Amendments are subject to the consent requirements of Article XVI.

Section 13.8 - Limitation of Challenges. An action to challenge the validity of an amendment adopted by the Association pursuant to this Article may not be brought more than one year after the amendment is recorded.

ARTICLE XIV

Amendments to Bylaws

The Bylaws may be amended only by vote of two-thirds (2/3) of the members of the Executive Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose.

ARTICLE XV

Termination

Termination of the Common Interest Community may be accomplished only in accordance with Section 34.08.260 of the Act.

ARTICLE XVI

Mortgagee Protection

Section 16.1 - Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall control.

Section 16.2 - Percentage of Eligible Mortgagees. Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage of votes in the Association when compared to the total allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

Section 16.3 - Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

(a) Any condemnation loss or any casualty loss which affects the Common Elements, if such loss exceeds \$10,000.00, or any damage to an improvement or a Unit on which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable, if such damage exceeds \$10,000.00;

(a) Any delinquency in the payment of Common Expense assessments owed by an Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 16.4(b) of this Article; and

(e) Any judgment rendered against the Association.

Section 16.4 - Consent Required.

(a) Document Changes. Notwithstanding any lower requirement permitted by the Declaration or the Act, no amendment of any material provision of the Documents by the Association or Unit Owners described in this subsection 16.4(a) may be effective without approval in writing by at least fifty-one percent (51%) of the Eligible Mortgagees. The foregoing approval requirements do not apply to amendments effected by the exercise of any Development Right. A "material" provision includes, but is not limited to, any provision affecting:

- (i) Assessments, assessment liens or priority of assessment liens;
- (ii) Voting rights;
- (iii) Reserves for maintenance, repair and replacement of Common Elements;
- (iv) Responsibility for maintenance and repair;
- (v) Reallocation of interests in the Common Elements;
- (vi) Rights to use Common Elements;
- (vii) Boundaries of Units;

- (viii) Convertibility of Units into Common Elements or Common Elements into Units;
- (ix) Expansion or contraction of the Common Interest Community, or the addition, annexation or withdrawal of property to or from the Common Interest Community;
- (x) Insurance or fidelity bonds;
- (xi) Leasing of Units;
- (xii) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (xiii) Establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
- (xiv) Restoration or repair of the project after hazard damage or partial condemnation in a manner other than that specified in the Documents;
- (xv) Termination of the Common Interest Community after occurrence of substantial destruction or condemnation; and
- (xvi) The benefits of mortgage holders, insurers or guarantors.

(b) Actions. Notwithstanding any lower requirement permitted by the Declaration or the Act, the Association may not take any of the following actions without the approval of at least fifty-one percent (51%) of the eligible mortgagees:

- (i) The establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
- (ii) The restoration or repair of the Property after hazard damage or partial condemnation in a manner other than that specified in the documents;
- (iii) The merger of this Common Interest Community with any other Common Interest Community;
- (iv) The granting of any easements, leases, licenses and concessions through or over the Common Elements (excluding, however, any

utility easements serving or to serve the Common Interest Community and excluding any leases, licenses or concessions for no more than one year);

(v) The assignment of the future income of the Association, including its right to receive Common Expense assessments;

(vi) Any action taken not to repair or replace the Property.

(c) Actions requiring other than 51% mortgagee approval. The following actions by the Association require the consent of Eligible Mortgagees as specified below:

(i) An eighty percent (80%) Eligible Mortgagee approval is required to convey or encumber the Common Elements or any portion thereof. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Common Interest Community will not be deemed a transfer within the meaning of this clause);

(ii) A sixty-seven percent (67%) Eligible Mortgagee approval is required for the termination of the Common Interest Community for reasons other than substantial destruction or condemnation.

(iii) When Unit boundaries are not otherwise being affected, only the owners of Units affected and Eligible Mortgagees of those Units need approve the alteration of any partition or creation of any aperture between adjoining Units.

(iv) The Association may not change the period for collection of regularly budgeted common expense assessments to other than monthly without the unanimous (100%) consent of Eligible Mortgagees.

(d) Failure to Respond. The failure of an Eligible Mortgagee to respond within thirty (30) days to any written request of the Association for approval of an action or amendment to the Declaration shall constitute an implied approval of the action or amendment, provided that notice was delivered by certified or registered mail, with a "return receipt" requested.

Section 16.5 - Inspection of Books. The Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the books and records of the Association during normal business hours and, upon request, furnish such Eligible Mortgagees or Eligible Insurers annual reports and other financial data.

Section 16.6 - Financial Statements. The Association shall provide any Eligible Mortgagee or Eligible Insurer which submits a written request, with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant.

Section 16.7 - Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law, or in equity.

Section 16.8 - Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

Section 16.9 - Appointment of Trustee. In the event of damage or destruction within the Common Interest Community or condemnation of all or a portion of the Common Interest Community, any Eligible Mortgagee may require that insurance or condemnation proceeds be payable to a Trustee. Such Trustee may be required to be a corporate trustee licensed by the State of Alaska. Proceeds will thereafter be distributed pursuant to Article XXI or pursuant to a condemnation award. Unless otherwise required, the members of the Board of Directors acting by majority vote through the president may act as Trustee.

Section 16.10 - Priority on Insurance and Condemnation Proceeds. No provision of the Documents of the Association shall be deemed to give priority to an Owner or any other party over any rights of an Eligible Mortgagee pursuant to the terms of its Security Instrument in the case of distribution of insurance proceeds or condemnation proceeds, whether such proceeds pertain to a Unit or Common Elements.

Section 16.11 - Development Rights. No Development Rights may be exercised or voluntarily abandoned or terminated by the Declarant unless all persons holding Security Interests in the Development Rights consent to the exercise, abandonment, or termination. No Development Rights may be exercised later than seven years after May 9, 1986, the date of recording of the original Declaration, unless 51% of the Eligible Mortgagees consent to the exercise of the Development Right.

Section 16.12 - Right to Reimbursement. Eligible mortgagees of Units in Brittany Place may, jointly or singly, pay taxes or other charges, which are in default and which may or have become a charge against any Common Element owned by the Association and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the Common Elements. Eligible Mortgagees making such payments shall be owed immediate reimbursement from the Association.

ARTICLE XVII

Assessment and Collection of Common Expenses

Section 17.1 - Apportionment of Common Expenses. Except as provided in Section 17.2, all Common Expenses shall be assessed against all Units in accordance with their percentage share of the Common Expense liability as shown on Exhibit B to this Declaration.

Section 17.2 - Common Expenses Attributable to Fewer than all Units.

(a) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.

(b) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction on the Unit shall be assessed against that Unit.

(c) An assessment to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was entered, in proportion to their Common Expense liabilities.

(d) If a Common Expense is caused by the misconduct of a Unit Owner, the Association may assess that expense exclusively against the Unit.

(e) Fees, charges, late charges, fines, collection costs, and interest charged against a Unit Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments.

Section 17.3 - Lien.

(a) The Association has a lien on a Unit for an assessment levied against the Unit or fines imposed against its Unit owner from the time the assessment or fines become due. Fees, charges, late charges, fines and interest charged pursuant to the Act, as it may be amended from time to time, and any of the Association's documents are enforceable as assessments under this

Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) a lien or encumbrance recorded before the recordation of the original Declaration described above in the introductory paragraph of this document; (2) a first security interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and, (3) liens for real estate taxes and other governmental assessments or charges against the Unit. A lien under this Section is also prior to all security interests described in Subdivision (2) of this Subsection if the Common Expense assessment based on the periodic budget adopted by the Association, pursuant to Section 17.4 of this Article, would have become due in the absence of acceleration during the six months immediately preceding the institution of an action to enforce the Association's lien. This does not affect the priority of mechanics' or materialmen's liens, or the priority of a lien for other assessments made by the Association. A lien under this Section is not subject to the provisions of AS 09.38.010, as it may be amended from time to time.

(c) Recording of the Declaration constitutes record notice and perfection of the lien. Further recording of a claim of lien for assessments under this Section is not required.

(d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the assessment becomes due; provided, that if an owner of a Unit subject to a lien under this Section files a petition for relief under the U.S. Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under § 362 of the U.S. Bankruptcy Code is lifted.

(e) This Section does not prohibit an action to recover sums for which Subparagraph (a) of this Section creates a lien or foreclosure or prohibit an Association from taking a deed in lieu of foreclosure.

(f) When the Association acquires a judgment or decree in any action brought under this Section, such judgment or decree shall include an award to the Association for actual collection costs and reasonable attorney's fees.

(g) A judgment or decree in an action brought under this Section is enforceable by execution under AS 09.35.010, as it may be amended from time to time.

(h) The Association's lien must be foreclosed as a lien is foreclosed under AS 34.35.005, as it may be amended from time to time.

(i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 17.4 of this Article.

(j) The purchaser at a foreclosure sale initiated by the holder of a security interest in a Unit is not liable for any unpaid assessments against the Unit which became due before the sale, other than the assessments which are prior to that security interest under Subsection 17.3(b) above. Any unpaid assessments not satisfied from the proceeds of sale become common expenses for which all the Unit Owners, including the purchaser, may be assessed. For the purposes of this paragraph "the purchaser" shall include, but not be limited to, any holder of a security interest in a Unit which obtains title to a Unit.

(k) Any payments received by the Association to discharge a Unit Owner's obligation may be applied to the oldest balance due.

(l) The Association may acquire, hold, lease, mortgage and convey a Unit foreclosed upon pursuant to this Section for unpaid assessments.

(m) A lien under this Section shall not be affected by any sale or transfer of a Unit except as provided in Subsection (j) above.

Section 17.4 - Budget Adoption and Ratification. Within 30 days after adoption of a proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget to each Unit Owner, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than 14 or more than 30 days after mailing of the summary. Unless at that meeting a majority of all Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Unit Owners continues until the Unit Owners ratify a budget proposed by the Executive Board.

Section 17.5 - Non-budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not

included in the current budget, other than one enumerated in Section 17.2 of this Article, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Board of Directors shall submit such Common Expenses to the Unit Owners for their consideration and comment in the same manner as a budget under Section 17.4 above; provided, however, that such assessment can be considered at a special meeting as long as the notice required for annual meetings is provided to the Unit Owners.

Section 17.6 - Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Unit Owner a statement in recordable form setting out the amount of unpaid assessments against his or her Unit. The statement must be furnished within ten (10) business days after receipt of the request and is binding upon the Association, the Executive Board and each Unit Owner.

Section 17.7 - Monthly Payment of Common Expenses. All common expenses assessed under this Article XVII shall be due and payable monthly.

Section 17.8 - Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable. The holder of a first Security Interest in a Unit which has acquired title to any Unit as a result of a foreclosure of its Security Interest shall be exempt from the application of this Subsection.

Section 17.9 - No Waiver of Liability for Common Expenses. No Unit owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 17.10 - Personal Liability of Unit Owners. The owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

ARTICLE XVIII

Right to Assign Future Income

The Association may assign its future income, including its right to receive Common Expense assessments, only by the

affirmative vote of Unit Owners of Units to which at least fifty-one (51%) percent of the votes in the Association are allocated, at a meeting called for that purpose.

ARTICLE XIX

Persons and Units Subject to Documents

Section 19.1 - Compliance with Documents. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions recorded in the records of the Anchorage Recording District, Third Judicial District, State of Alaska are covenants running with the land and shall bind any Persons having at any time any interest in such Unit.

Section 19.2 - Adoption of Rules. The Executive Board may adopt Rules regarding the use and occupancy of Units and Common Elements, and the activities of occupants, subject to Notice and Comment.

ARTICLE XX

Insurance

Section 20.1 - Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

Section 20.2 - Property Insurance.

(a) The Association shall maintain property insurance on the Common Elements insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall be not less than one hundred percent (100%) of the current replacement value, if required by an Eligible Mortgagee, and in any event, not less than the higher of eighty percent (80%) of the actual cash value of the insured property or an amount sufficient to avoid coinsurance under any applicable insurance policy, at the time the insurance is purchased and at each renewal date, exclusive of land, excavations,

foundations and other items normally excluded from property policies. The insurance maintained under this section shall not include the Units or the Improvements and betterments installed by Unit Owners. The Association shall maintain insurance in an amount equal to the actual cash value of personal property owned by the Association. Prior to obtaining any insurance on Common Elements under this section, and at least annually thereafter, the Executive Board shall take reasonable steps satisfactory to the insurance company to determine the replacement cost of the Common Elements or obtain an agreed amount endorsement. The maximum deductible for insurance policies shall be the lesser of \$10,000.00 or one percent (1%) of the policy face amount, whichever is less.

(b) Other Provisions. Insurance policies required by this Section shall provide that:

(i) The insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of a Unit Owner;

(ii) An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy.

(iii) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

(iv) Loss must be adjusted with the Association.

(v) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and in the absence of such designation to the Association, in either case to be held in trust for each Unit Owner and such Unit Owner's mortgagee.

(vi) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known address.

(vii) The name of the insured shall be substantially as follows:

"BRITTANY PLACE HOMEOWNERS ASSOCIATION, INC., for the use and benefit of the individual Owners."

Section 20.3 - Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than \$1,000,000, covering all occurrences commonly insured against (death, bodily injury and property damage) arising out of or in connection with the use, ownership or maintenance of the Common Elements, and the activities of the Association.

(a) Other Provisions. Insurance policies carried pursuant to this Section shall provide that:

(i) Each Unit Owner is an insured person under the policy with respect to liability arising out of the interest of the Unit Owner in the Common Elements or membership in the Association.

(ii) The insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of a Unit Owner.

(iii) An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy.

(iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance.

(v) The insurer issuing the policy may not cancel or refuse to renew it until 30 days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known addresses.

Section 20.4 - Fidelity Bonds. A blanket fidelity bond is required for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three months' assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days' written notice to the Association, to each holder of a Security Interest in a Unit, to each servicer that services a FNMA-owned, VA-owned, FHLMC-owned, or AHFC-owned mortgage on a Unit and to the insurance trustee, if any, before the bond can be canceled or substantially modified for any reason.

Section 20.5 - Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

Section 20.6 - Workers' Compensation Insurance. The Executive Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Alaska.

Section 20.7 - Directors' and Officers' Liability Insurance. The Executive Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

Section 20.8 - Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 20.9 - Premiums. Insurance premiums shall be a Common Expense.

ARTICLE XXI

Damage To Or Destruction Of Property

Section 21.1 - Duty to Restore. A portion of the Common Interest Community for which insurance is required under Section 34.08.440 of the Act or for which insurance carried by the Association is in effect, whichever is more extensive, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (a) The Common Interest Community is terminated;
- (b) Repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety; or
- (c) 80% of the Unit Owners vote not to rebuild.

Section 21.2 - Cost. The cost of repair or replacement of the Common Elements in excess of insurance proceeds and reserves is a Common Expense.

Section 21.3 - Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a majority of Unit Owners and fifty-one percent (51%) of Eligible Mortgagees.

Section 21.4 - Insurance Proceeds.

(a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community.

(b) The insurance trustee, or if there is no insurance trustee, then the Executive Board of the Association, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Section 21.1, the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Common Interest Community is terminated.

Section 21.5 - Certificates by the Executive Board. The Trustee, if any, may rely on the following certifications in writing made by the Executive Board:

(a) Whether or not damaged or destroyed Property is to be repaired or restored;

(b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 21.6 - Certificates by Attorneys or Title Reports. Title insurance companies or, if payments are to be made to Unit Owners or mortgagees, the Executive Board, and the Trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the records of the District Recorder's Office, Anchorage Recording District, Third Judicial District, State of Alaska from the date of the recording of the original above-described Declaration stating the names of the Unit Owners and the mortgagees.

ARTICLE XXIIRights to Notice and Comment;
Notice And Hearing

Section 22.1 - Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the Documents require that an action be taken after "Notice and Comment", and at any other time the Executive Board determines, the Unit Owners have the right to notice of the proposed action and the right to comment orally or in writing. Notice of the proposed

action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. It shall invite comment to the Executive Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 22.2 - Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. The notice shall be given not less than five (5) days before the hearing date. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 22.3 - Appeals. Any person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XXIII

Executive Board

Section 23.1 - Minutes of Executive Board Meetings. The Executive Board shall permit any Unit Owner to inspect the minutes of Executive Board meetings during normal business hours. The minutes shall be available for inspection within fifteen (15) days after any such meeting.

Section 23.2 - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws, Rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents, other than managing agents, and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Association's Declaration, Bylaws or Rules in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Common Interest Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) Cause additional improvements to be made as part of the Common Elements;
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 34.08.430 of the Act;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Elements;
- (l) Impose and receive a payment, fee or charge for the use, rental or operation of the Common Elements, and for services provided to Unit Owners;
- (m) Impose a reasonable charge for late payment of assessments and, after Notice and hearing, levy reasonable fines

2for violations of this Declaration, Bylaws, Rules and regulations of the Association;

(n) Impose a reasonable charge for the preparation and recordation of amendments to this Declaration, resale certificates required by Section 34.08.590 of the Act or a statement of unpaid assessments;

(o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;

(p) Assign the Association's right to future income, including the right to receive Common Expense assessments;

(q) Exercise any other powers conferred by this Declaration or the Bylaws;

(r) Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;

(s) Exercise any other power necessary and proper for the governance and operation of the Association; and

(t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 23.3 - Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Common Interest Community or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of the term.

ARTICLE XXIV

Open Meetings

Section 24.1 - Access. All meetings of the Executive Board, at which action is to be taken by vote at such meeting will be open to the Unit Owners, except as hereafter provided.

Section 24.2 - Notice. Notice of every such meeting will be given not less than 24 hours prior to the time set for such meeting, by posting such notice in a conspicuous location in the Common Interest Community, except that such notice will not be required if an emergency situation requires that the meeting be held without delay.

Section 24.3 - Executive Sessions. Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Unit Owners where the action taken at the executive session involves personnel, pending litigation, contract negotiations, or enforcement actions or where no action is taken at the executive session requiring the affirmative vote of Directors.

ARTICLE XXV

Condemnation

If part or all of the Common Interest Community is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with Section 34.08.740 of the Act.

ARTICLE XXVI

Miscellaneous

Section 26.1 - Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents nor the intent of any provision thereof.

Section 26.2 - Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so requires.

Section 26.3 - Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 26.4 - Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

Section 26.5 - Conflict. The Documents are intended to comply with the requirements of the Act and Chapter 10.20 of the Alaska Statutes (Non-Profit Corporation Law). In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

Section 26.6 - Rights of Action. The Association and any aggrieved Unit Owner shall have a right of action against Unit Owners for failure to comply with the provisions of the Documents, or with decisions of the Association which are made pursuant to the Documents. Unit Owners shall also have such rights of action against the Association.

IN WITNESS WHEREOF, the Declarant, has caused this Declaration to be executed this 24 day of June, 1991.

BRITTANY PLACE HOMEOWNERS ASSOCIATION, INC.

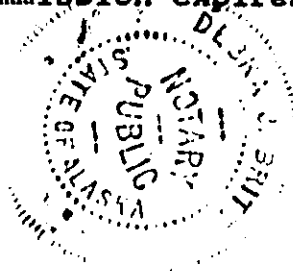
By: John R. Accornero
Its: President

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 24th day of June, 1991, before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared JOHN R. ACCORNERO, to me known and known to me to be the President of BRITTANY PLACE HOMEOWNERS ASSOCIATION, INC., and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he/she acknowledged to me that he/she signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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

Debra J. Davis
Notary Public in and for Alaska
My commission expires: 2-14-95



CERTIFICATION

I, *J. L. R. [Signature]*, Secretary of the Brittany Place Homeowners Association, Inc., hereby certify that the above Amendment and Restatement of the Declaration for Brittany Place of Foxhall South Subdivision (a Planned Community), was approved by the Unit Owners and Eligible Mortgagees as required by the Declaration.

DATED: 6/24/91

J. L. R. [Signature]
Secretary
Brittany Place Homeowners
Association, Inc.

CONSENT OF DECLARANT

Key Bank of Alaska, the declarant, hereby consents to the foregoing Amendment and Restatement of the Declaration for Brittany Place of Foxhall South Subdivision.

KEY BANK OF ALASKA

DATED: 6/13/91

By: *John R. Boyd [Signature]*
John R. Boyd
Executive Vice President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 13th day of June, 1991, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared JOHN R. BOYD, known to me and to me known to be the Executive Vice President of KEY BANK OF ALASKA, the Declarant named in and who executed the foregoing instrument on behalf of KEY BANK OF ALASKA and he acknowledged to me that he was empowered to execute the same and did so freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal the day and year first above written.

Judy [Signature]
Notary Public in and for Alaska
My commission expires: 9/24/93
JUDY [Signature] NOTARY
STATE OF ALASKA

EXHIBIT A
to
AMENDMENT AND RESTATEMENT
of the
D E C L A R A T I O N
for
BRITTANY PLACE OF FOXHALL SOUTH SUBDIVISION
(A Planned Community)
RECORDED EASEMENTS AND LICENSES

RECORDED EASEMENTS AND LICENSES BURDENING LOTS 17-69, BLOCK 1, LOTS 1-20, BLOCK 2, TRACTS B-2, B-3, B-4 and B-5, BRITTANY PLACE OF FOXHALL SOUTH SUBDIVISION, ACCORDING TO PLAT NO. 85-231, ARE AS FOLLOWS:

Reservations and exceptions as contained in United States Patent and/or Acts of Congress authorizing issuance thereof.

Easement for electric transmission and incidental purposes, including the terms and provisions thereof,

Granted to: CHUGACH ELECTRIC ASSOCIATION, INC.
Recorded: August 6, 1952
Book 76 at Page 370
Affects: Blanket Easement

Easement for electric transmission and incidental purposes, including the terms and provisions thereof,

Granted to: CHUGACH ELECTRIC ASSOCIATION, INC.
Recorded: September 3, 1952
Book 78 at Page 190
Blanket Easement

Easement for electric transmission and telephone system and incidental purposes, including the terms and provisions thereof,

Granted to: CHUGACH ELECTRIC ASSOCIATION, INC.
Recorded: April 12, 1985
Book 1251 at Page 872
Affects: Blanket Easement

Slope Easements as dedicated and reserved on the plat of said subdivision.

Easements as shown on the plat of said subdivision.

EXHIBIT B

to

AMENDMENT AND RESTATEMENT

of the

D E C L A R A T I O N

for

BRITTANY PLACE OF FOXHALL SOUTH SUBDIVISION

(A Planned Community)

TABLE OF INTERESTS

<u>Unit No.</u>	<u>Percentage Share of Common Expense Liability</u>	<u>Votes In The Association</u>
Lot 1, Block 2	8.333%	1
Lot 2, Block 2	8.333%	1
Lot 3, Block 2	8.333%	1
Lot 4, Block 2	8.333%	1
Lot 5, Block 2	8.333%	1
Lot 6, Block 2	8.333%	1
Lot 7, Block 2	8.333%	1
Lot 8, Block 2	8.333%	1
Lot 17, Block 2	8.333%	1
Lot 18, Block 2	8.333%	1
Lot 19, Block 2	8.333%	1
Lot 20, Block 2	8.333%	1

BK02164 PG270

EXHIBIT C

to

AMENDMENT AND RESTATEMENT

of the

D E C L A R A T I O N

for

BRITTANY PLACE OF FOXHALL SOUTH SUBDIVISION

(A Planned Community)

DEVELOPMENT PLAN

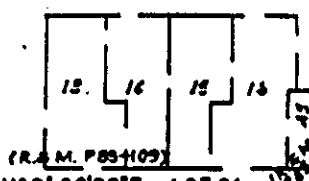
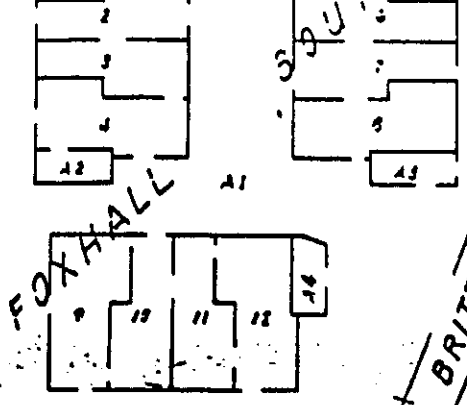
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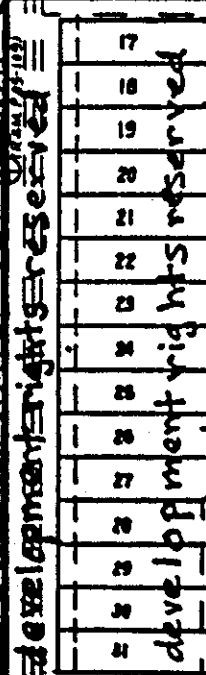
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TR. C-1
PSS 1985

FOXHILL

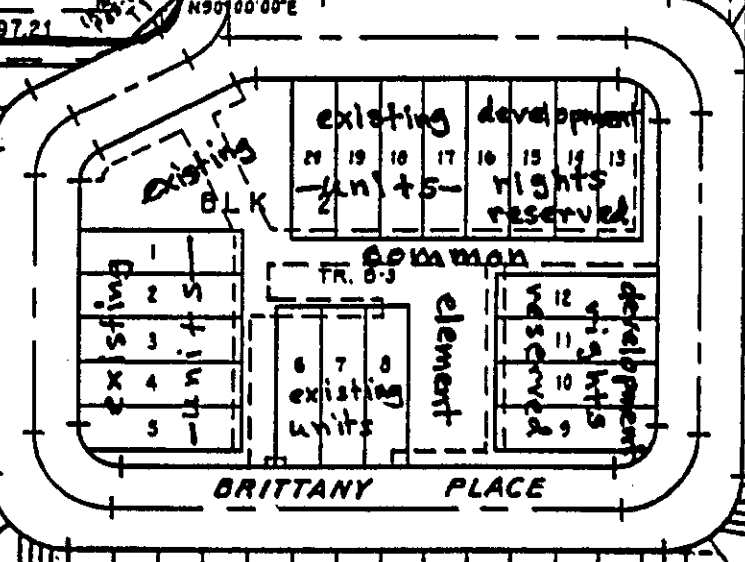
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(R.A.M. P05-109)
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development rights reserved



BRITTANY PLACE

existing common element

development rights reserved

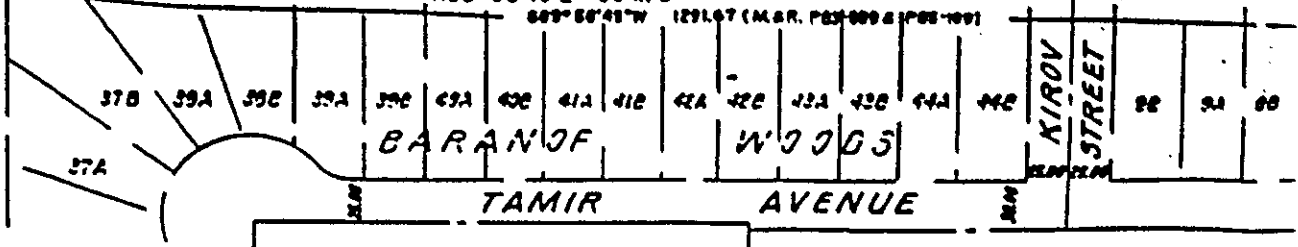
TR. 0-4 development rights reserved

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TNN 3331-3
TR. 0-4
PSS 1985

NET TOTAL AREA 200 PWD 1985



BARANOF

WOODS

KIROV STREET

TAMIR AVENUE

556 COR.
26
2K
TNN 3331-3
TR. 0-4
PSS 1985

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BK02164PG272

EXHIBIT D

to

AMENDMENT AND RESTATEMENT

of the

D E C L A R A T I O N

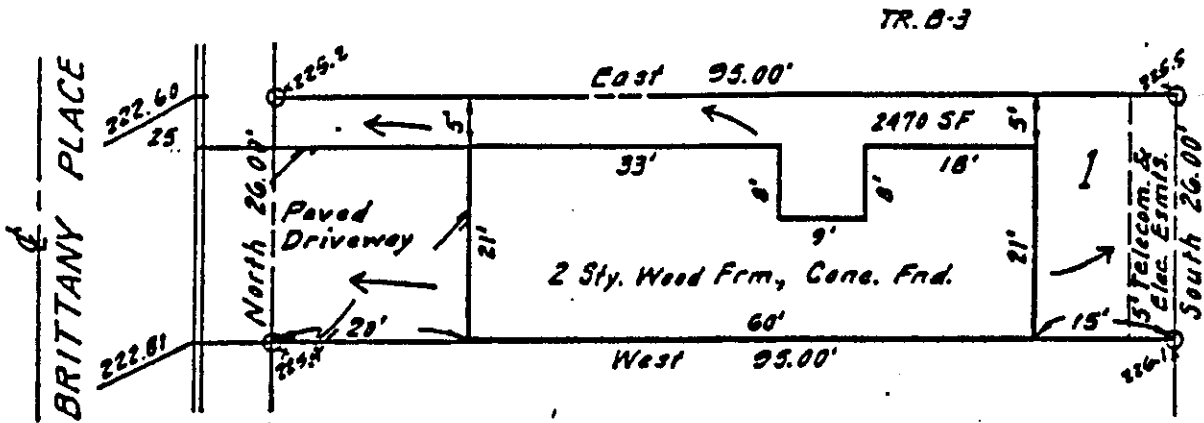
for

BRITTANY PLACE OF FOXHALL SOUTH SUBDIVISION

(A Planned Community)

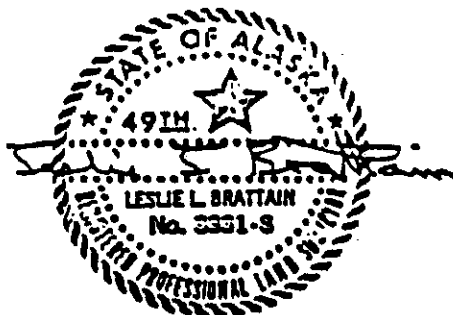
FLOOR PLANS

SCALE
1" = 20'



LEGEND

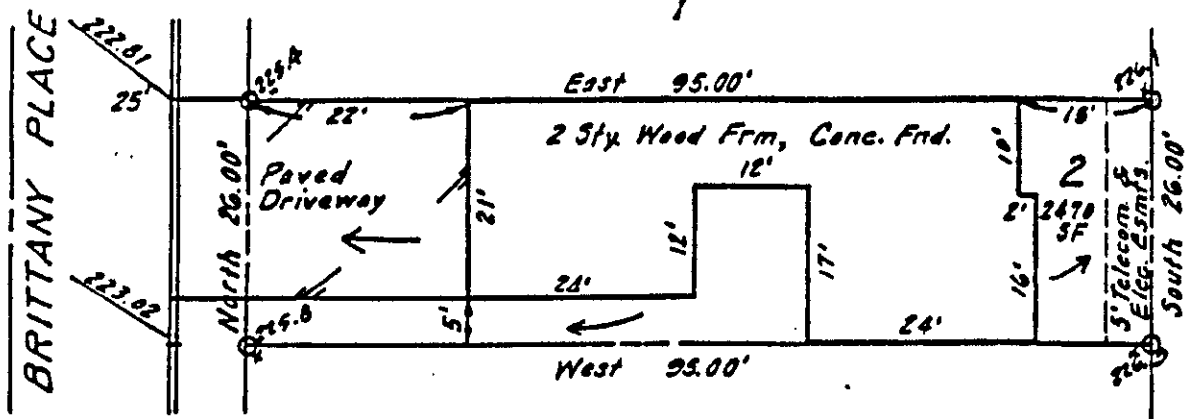
- LOT CORNER
- ↘ DRAINAGE ARROW
- x SPOT ELEVATION



IT SHALL BE THE RESPONSIBILITY OF THE BUILDER OR OWNER TO VERIFY THAT THE BUILDING LOCATION SHOWN MEETS ALL SUBDIVISION COVENANTS AND LOCAL ZONING CODES AND ORDINANCES. ALL LOT INFORMATION SHOWN IS FROM RECORDED PLAT ONLY.

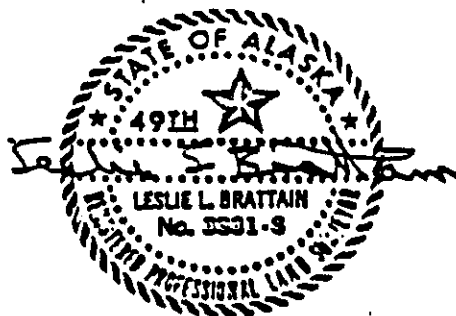
ADJUSTMENTS BASED ON NAD 83 '72 DATUM
 PREPARED FOR:
The Parkwood Company

PLAN		TRYCK NYMAN & HAYES	LOT 1, BLOCK 2 BRITTANY PLACE OF FOXHALL SOUTH SUB. (P 85 - 231)
CR	DATE 3-5-86		
B.T.	GRID 1059		
	JOB NO. 8458.2		



LEGEND

- LOT CORNER
- ↘ DRAINAGE ARROW
- x SPOT ELEVATION



IT SHALL BE THE RESPONSIBILITY OF THE BUILDER OR OWNER TO VERIFY THAT THE BUILDING LOCATION SHOWN MEETS ALL SUBDIVISION COVENANTS AND LOCAL ZONING CODES AND ORDINANCES. ALL LOT INFORMATION SHOWN IS FROM RECORDED PLAT ONLY.

ELEVATIONS BASED ON NGS 72 DATUM
PREPARED FOR:
The Parkwood Company

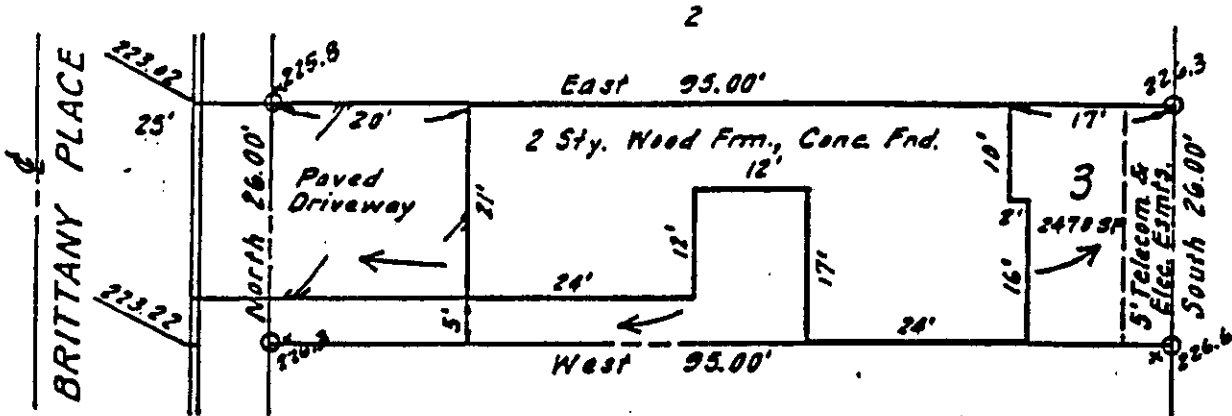
PLOT PLAN

CR	DATE
B.T.	8-9-86
	GRID
	1039
	JOB NO.
	8458.2

**TRYCK
NYMAN
& HAYES**

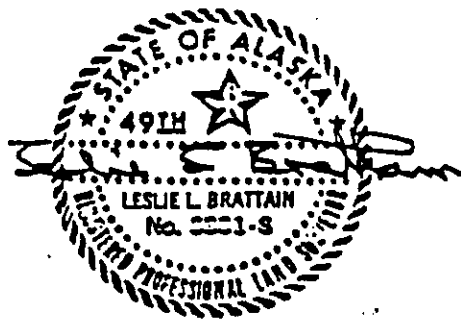
LOT 2, BLOCK 2
BRITTANY PLACE OF
FOXHALL SOUTH
(P 85 - 231)

SCALE
1" = 20'



LEGEND

- LOT CORNER
- ↘ DRAINAGE ARROW
- x SPOT ELEVATION



ADJUSTMENTS BASED ON NBS 72 DATUM

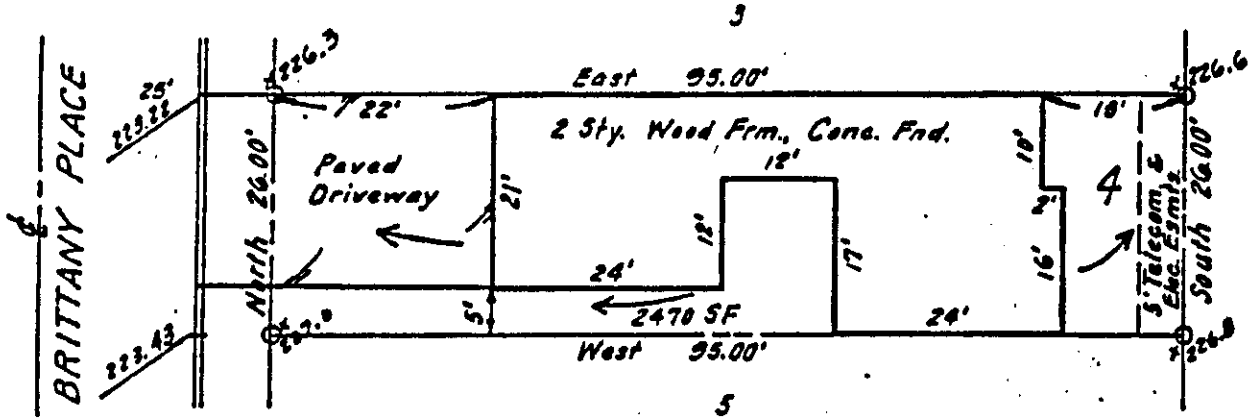
PREPARED FOR:

The Parkwood Company

IT SHALL BE THE RESPONSIBILITY OF THE BUILDER OR OWNER TO VERIFY THAT THE BUILDING LOCATION SHOWN MEETS ALL SUBDIVISION COVENANTS AND LOCAL ZONING CODES AND ORDINANCES. ALL LOT INFORMATION SHOWN IS FROM RECORDED PLAT ONLY.

LOT PLAN		TRYCK NYMAN & HAYES <small>REGISTERED PROFESSIONAL LAND SURVEYORS</small>	LOT 3, BLOCK 2 - BRITANNY PLACE OF FOXHALL SOUTH (P 05 - 231)
CR	DATE 3-5-86		
B.T.	GRID 1639		
	JOB NO. 8458.2		

SCALE
1" = 20'



LEGEND

- LOT CORNER
- ↘ DRAINAGE ARROW
- x SPOT ELEVATION



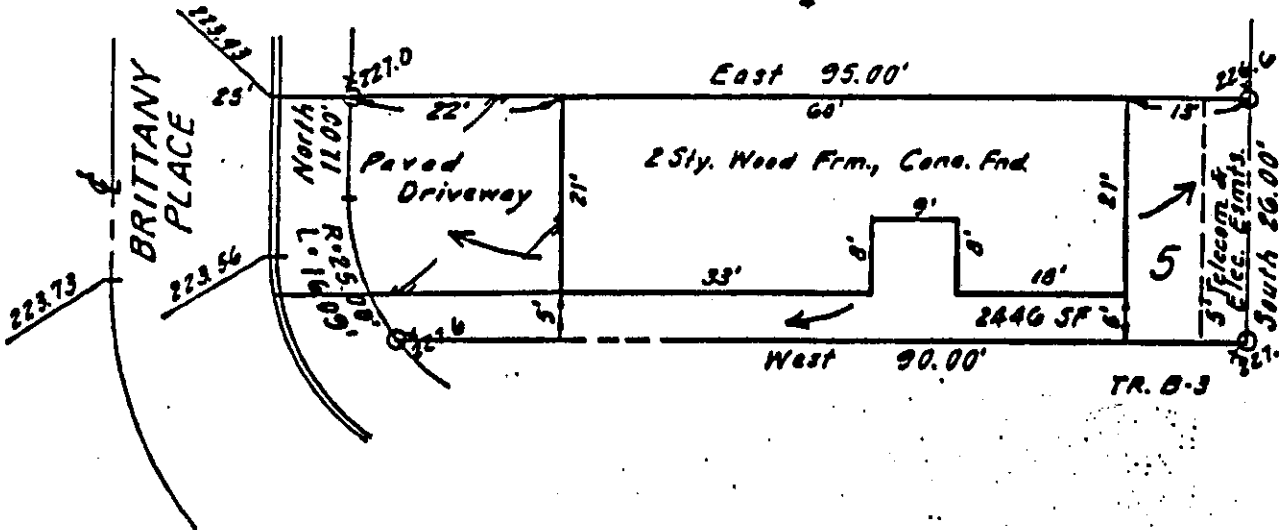
IT SHALL BE THE RESPONSIBILITY OF THE BUILDER OR OWNER TO VERIFY THAT THE BUILDING LOCATION SHOWN MEETS ALL SUBDIVISION COVENANTS AND LOCAL ZONING CODES AND ORDINANCES. ALL LOT INFORMATION SHOWN IS FROM RECORDED PLAT ONLY.

ELEVATIONS BASED ON NAD 82 DATUM

PREPARED FOR:
The Foxwood Company

PLOT PLAN		TRYCK NYMAN & HAYES	LOT 4, BLOCK 2 BRITTANY PLACE OF FOXHALL SOUTH (P 85 - 231)
CR	DATE 3-3-96		
B.T.	BRID 1639		
	JOB NO. 8458.2		

SCALE
1" = 20'



LEGEND

- O LOT CORNER
- ↘ DRAINAGE ARROW
- x SPOT ELEVATION



VARIATIONS BASED ON NGS '72' DATUM

PREPARED FOR:

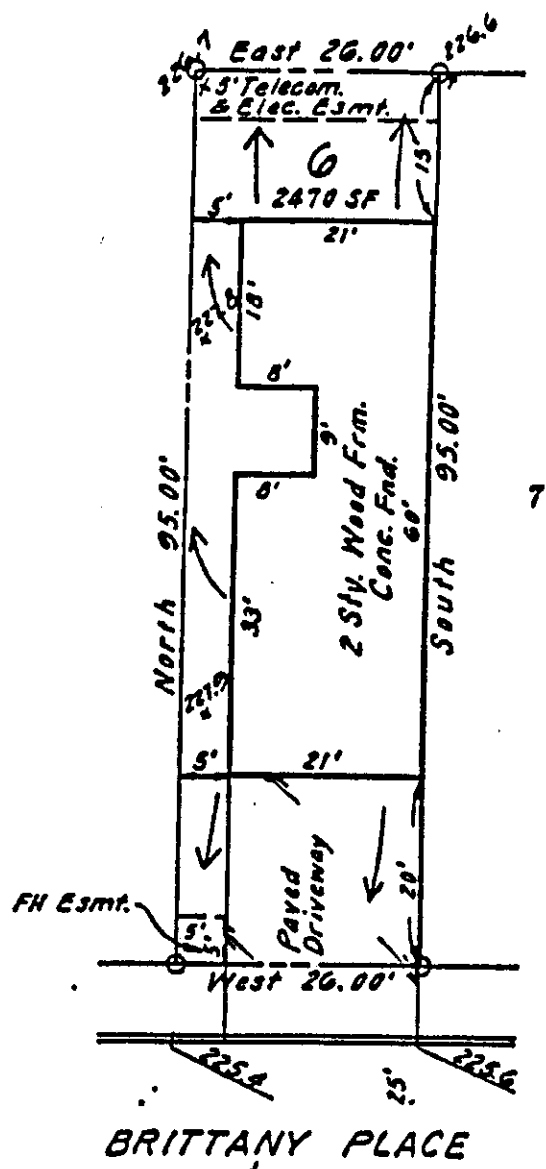
The Parkwood Company

IT SHALL BE THE RESPONSIBILITY OF THE BUILDER OR OWNER TO VERIFY THAT THE BUILDING LOCATION SHOWN MEETS ALL SUBDIVISION COVENANTS AND LOCAL ZONING CODES AND ORDINANCES. ALL LOT INFORMATION SHOWN IS FROM RECORDED PLAT ONLY.

LOT PLAN		TRYCK NYMAN & HAYES	LOT 5, BLOCK 2 BRITTANY PLACE OF FOXHALL SOUTH SUB. (P 85 - 231)
CR	DATE 5-5-06		
B.T.	GRID 1639		
	JOB NO. 8458.2		

~~BOOK 1420~~

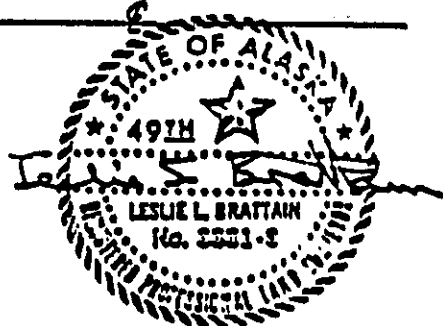
SCALE
1" = 20'



BRITTANY PLACE

LEGEND

- 5/8" REBAR SET THIS SURVEY
- DRAINAGE ARROW
- x SPOT ELEVATION

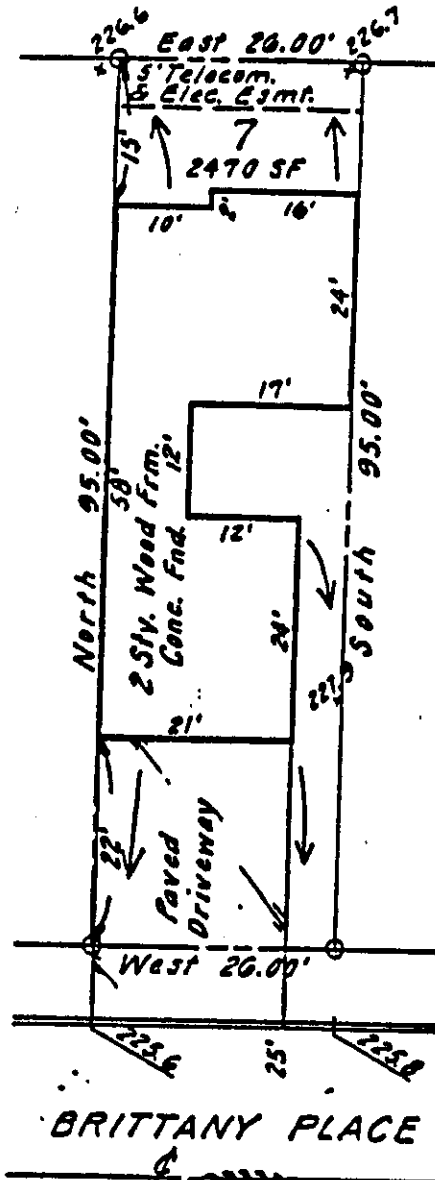


ELEVATIONS BASED ON MSJ '72 DATUM
 PREPARED FOR:
The Parkwood Company

IT SHALL BE THE RESPONSIBILITY OF THE BUILDER OR OWNER TO VERIFY THAT THE BUILDING LOCATION SHOWN MEETS ALL SUBDIVISION COVENANTS AND LOCAL ZONING CODES AND ORDINANCES. ALL LOT INFORMATION SHOWN IS FROM RECORDED PLAT ONLY.

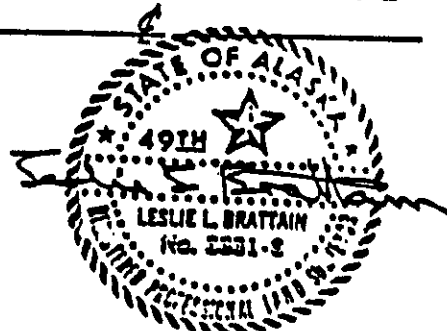
PLOT PLAN		TRYCK NYMAN & HAYES ENGINEERS & PLANNERS, INC.	LOT 6, BLOCK 2 BRITTANY PLACE OF FOXHALL SOUTH SUB. (P 85 - 231)
DATE	1-22-06		
BY	B.T.		
JOB NO.	8430.2		

SCALE
1" = 20'



LEGEND

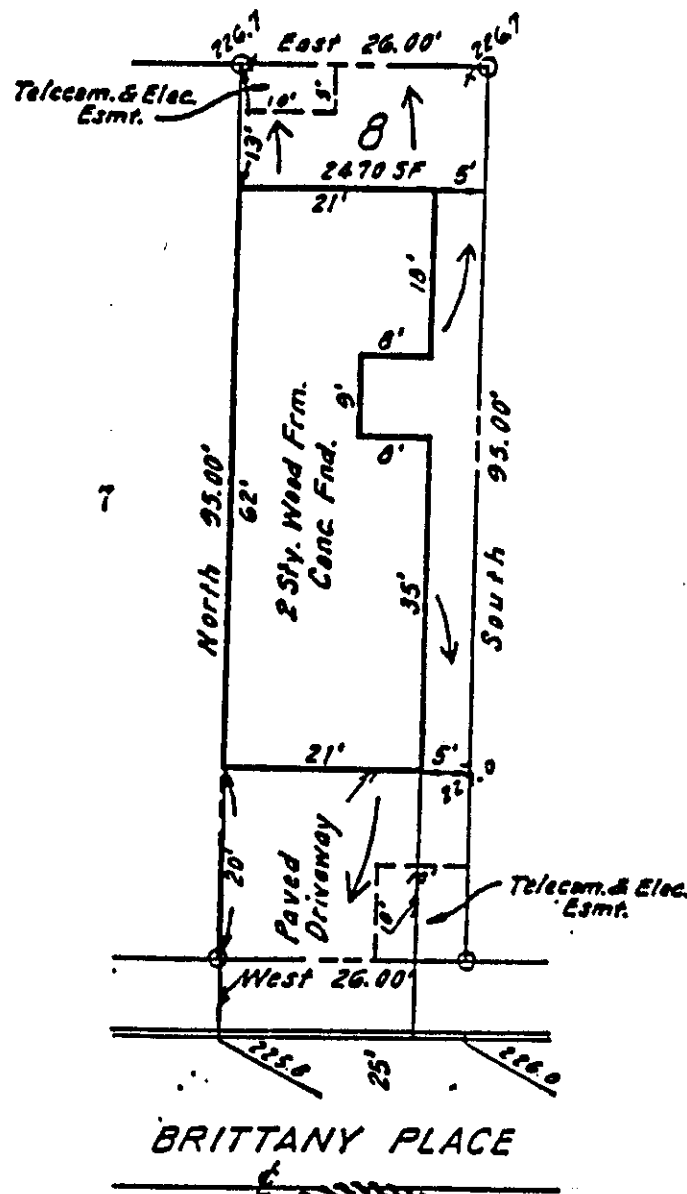
- 5/8" REBAR SET THIS SURVEY
- DRAINAGE ARROW
- x SPOT ELEVATION



ELEVATIONS BASED ON NBS 72 DATUM
 PREPARED FOR:
The Parkwood Company

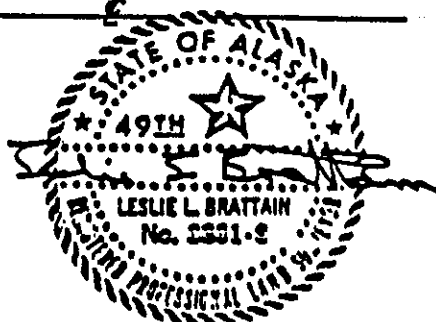
IT SHALL BE THE RESPONSIBILITY OF THE BUILDER OR OWNER TO VERIFY THAT THE BUILDING LOCATION SHOWN MEETS ALL SUBDIVISION COVENANTS AND LOCAL ZONING CODES AND ORDINANCES. ALL LOT INFORMATION SHOWN IS FROM RECORDED PLAT ONLY.

PLOT PLAN		TRYCK NYMAN SHAYES	LOT 7 BLOCK 2 BRITTANY PLACE OF FOXHALL SOUTH SUB (P 85-231)
DATE	8-22-86		
BY	B.T. 1639		
JOB NO.	8438.2		



LEGEND

- 5/8" REBAR SET THIS SURVEY
- DRAINAGE ARROW
- x SPOT ELEVATION

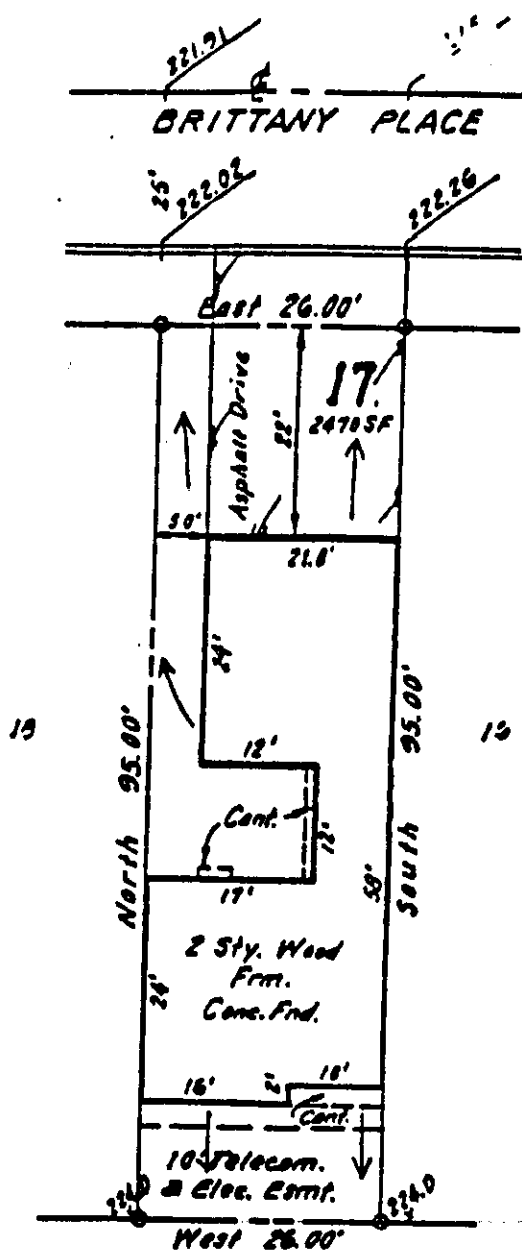


ELEVATIONS BASED ON NGS 72 DATUM
 PREPARED FOR:
The Parkwood Company

IT SHALL BE THE RESPONSIBILITY OF THE BUILDER OR OWNER TO VERIFY THAT THE BUILDING LOCATION SHOWN MEETS ALL SUBDIVISION COVENANTS AND LOCAL ZONING CODES AND ORDINANCES. ALL LOT INFORMATION SHOWN IS FROM RECORDED PLAT ONLY.

PLOT PLAN			LOT 8, BLOCK 2 BRITTANY PLACE OF FOXHALL SOUTH SUB. (P 85-231)
S.	DATE		
N. S.T.	GRID		
	JOB NO.		
	4-22-86		
	1639		
	8458.2		

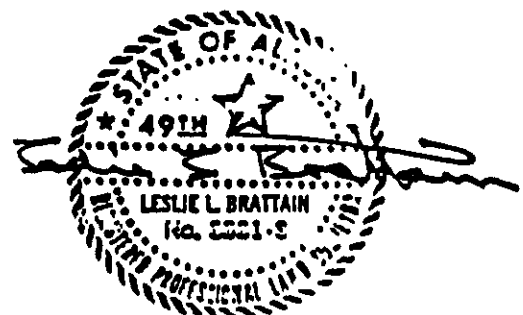
BK02164PG281



SCALE 1"=20'

LEGEND

- 5/8" REBAR SET THIS SURVEY
- ↘ DRAINAGE ARROW
- × SPOT ELEVATION



ELEVATIONS BASED ON NBS 72 DATUM
 PREPARED FOR:
The Parkwood Company

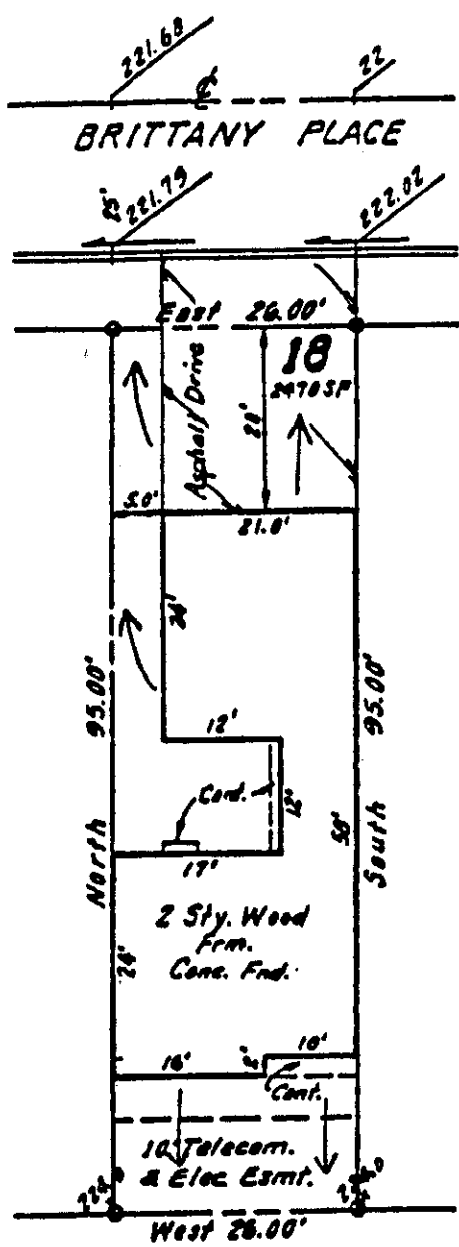
IT SHALL BE THE RESPONSIBILITY OF THE BUILDER OR OWNER TO VERIFY THAT THE BUILDING LOCATION SHOWN MEETS ALL SUBDIVISION COVENANTS AND LOCAL ZONING CODES AND ORDINANCES. ALL LOT INFORMATION SHOWN IS FROM RECORDED PLAT ONLY.

PLOT PLAN			LOT 17, BLOCK 2 BRITTANY PLACE OF FOXHALL SOUTH SUBDIVISION (P 05 - 231)
DES. CR DATE 11-4-89	CHG. B.T. QMS 1639		

BK02164PG282

~~BOOK 1420~~

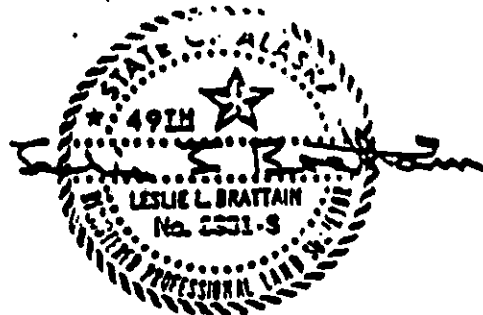
~~PAGE 0623~~



SCALE
1" = 20'

LEGEND

- 5/8" REBAR SET THIS SURVEY
- ↘ DRAINAGE ARROW
- x SPOT ELEVATION

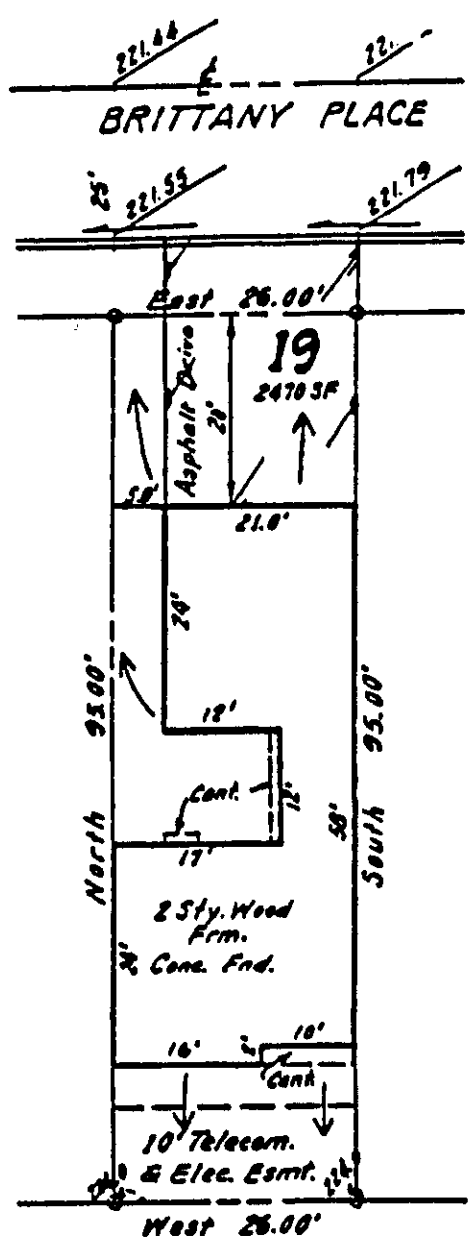


IT SHALL BE THE RESPONSIBILITY OF THE BUILDER OR OWNER TO VERIFY THAT THE BUILDING LOCATION SHOWN MEETS ALL SUBDIVISION COVENANTS AND LOCAL ZONING CODES AND ORDINANCES. ALL LOT INFORMATION SHOWN IS FROM RECORDED PLAT ONLY.

ELEVATIONS BASED ON NBS '72 DATUM
 PREPARED FOR:
The Parkwood Company

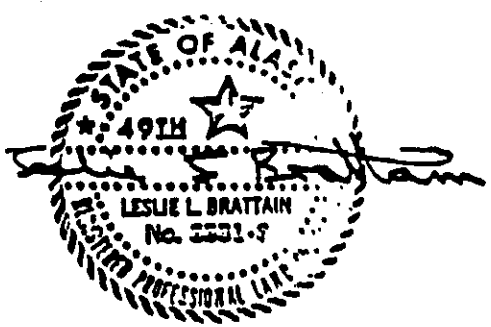
PLOT PLAN		TRYCK NYMAN GHAYES <small>(LICENSED PLANNER - SUPERVISOR)</small>	LOT 18, BLOCK 2 BRITTANY PLACE OF FOXHALL SOUTH SUBDIVISION (P 05 - 231)
DATE	17-4-05		
BY	B.T.		
JOB NO.	94382		

BK02164PG283



LEGEND

- 5/8" REBAR SET THIS SURVEY
- ↘ DRAINAGE ARROW
- x SPOT ELEVATION



LEVATIONS BASED ON NOS 72 DATUM
 PREPARED FOR:
The Parkwood Company

IT SHALL BE THE RESPONSIBILITY OF THE BUILDER OR OWNER TO VERIFY THAT THE BUILDING LOCATION SHOWN MEETS ALL SUBDIVISION COVENANTS AND LOCAL ZONING CODES AND ORDINANCES. ALL LOT INFORMATION SHOWN IS FROM RECORDED PLAT ONLY.

PLOT PLAN		TRYCK NYMAN & HAYES	LOT 19, BLOCK 2 BRITTANY PLACE OF FOXHALL SOUTH SUBDIVISION (P 85-231)
BY <u>CR</u>	DATE <u>11-4-88</u>		
BY <u>B.T.</u>	DATE <u>10-27</u>		
BY <u>JWS</u>	DATE <u>04-28-88</u>		

BOOK 1420

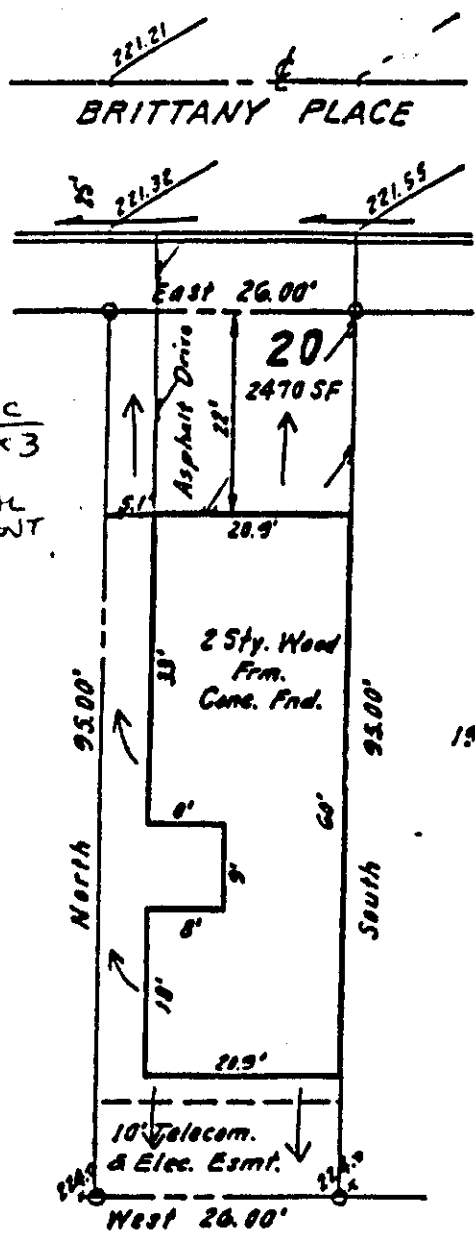
BKUZ104FGZU4

91-026100

ANCHORAGE REG. 204 ^{CC}/_{X3}
DISTRICT
REQUESTED BY CONTINENTAL
DEVELOPMENT
CORP.

'91 JUN 25 PM 1 31

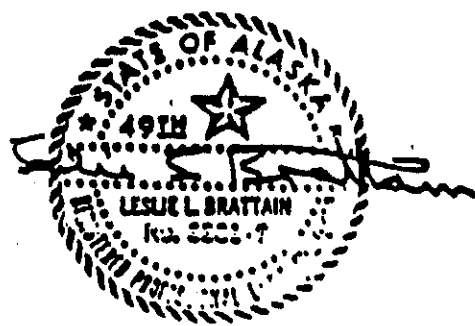
TR B-3



SCALE 1"=20'

LEGEND

- 5/8" REBAR SET THIS SURVEY
- DRAINAGE ARROW
- x SPOT ELEVATION



LEVATIONS BASED ON NBS 72 DATUM
REMARKS FOR:
The Parkwood Company

IT SHALL BE THE RESPONSIBILITY OF THE BUILDER OR OWNER TO VERIFY THAT THE BUILDING LOCATION SHOWN MEETS ALL SUBDIVISION COVENANTS AND LOCAL ZONING CODES AND ORDINANCES. ALL LOT INFORMATION SHOWN IS FROM RECORDED PLAT ONLY.

PLOT PLAN		TRYCK NYMAN & HAYES
DATE	11-4-85	
BY	B.T.	
JOB NO.	0458.2	

LOT 20, BLOCK 2
BRITTANY PLACE OF
FOXHALL SOUTH SUBDIVISION
(P 85 - 231)

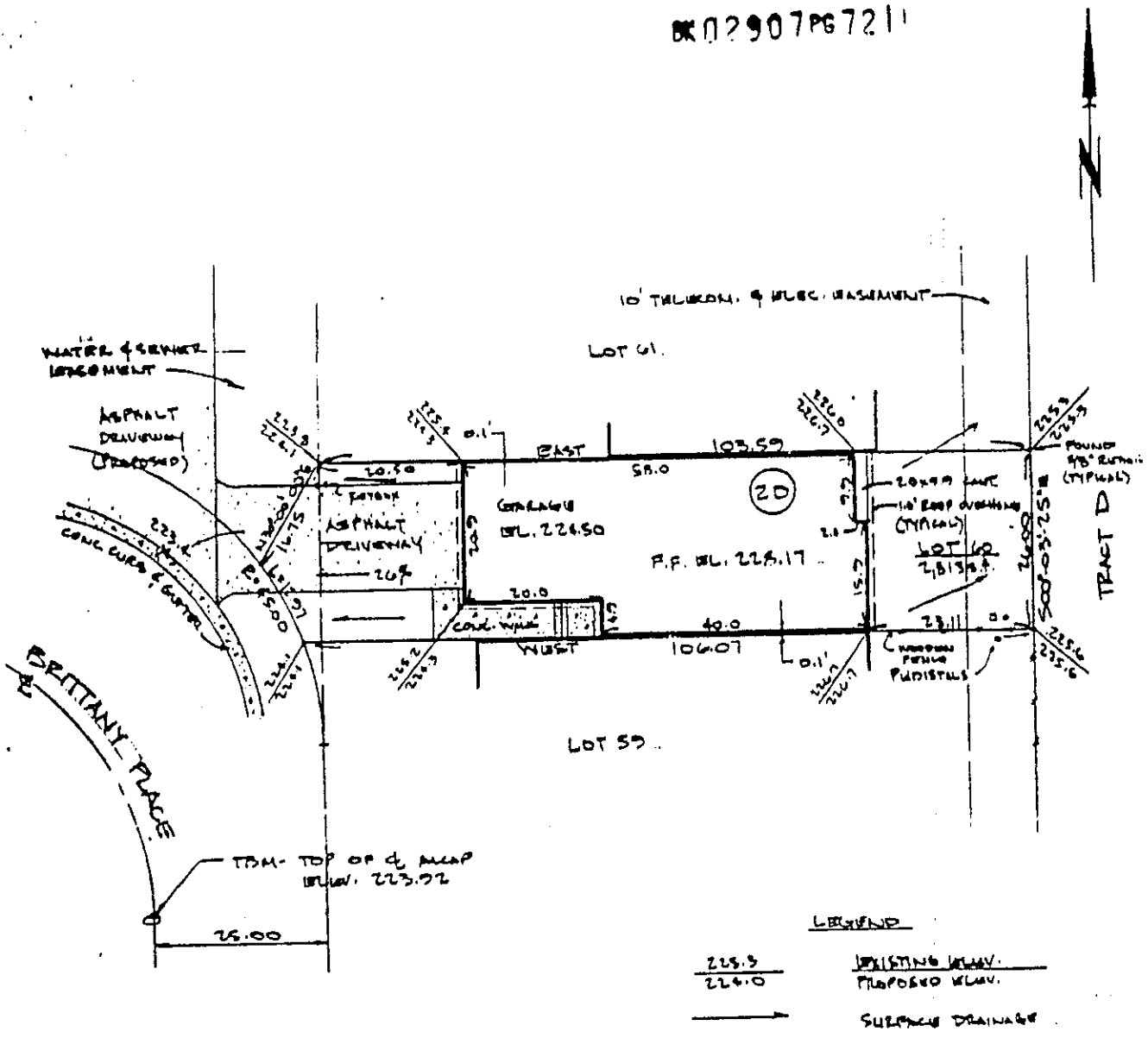
Return to:
Sandra Wicks
McNall & Rankine
1029 W. 3rd Ave.
Suite 100
Anchorage, AK
99501-1917

11-85, revised map dimensions

EX 02907P6720

AMENDED EXHIBIT "D"
to
AMENDMENT AND RESTATEMENT
of the
D E C L A R A T I O N
for
BRITTANY PLACE OF FOXHALL SOUTH SUBDIVISION
(A Planned Community)
FLOOR PLANS

BR 02907 PG 7211



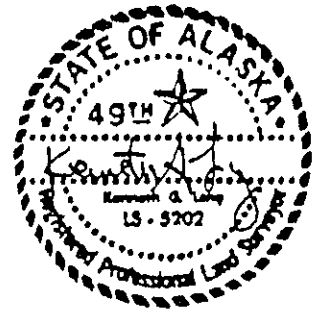
PLOT PLAN X AS BUILT _____ SCALE 1"=20' GRID 1632 Project No. 25-176

Kenneth G. Lang, L.S. 1731 George Bell Circle
Anchorage, Alaska 99515 (907) 345-6476

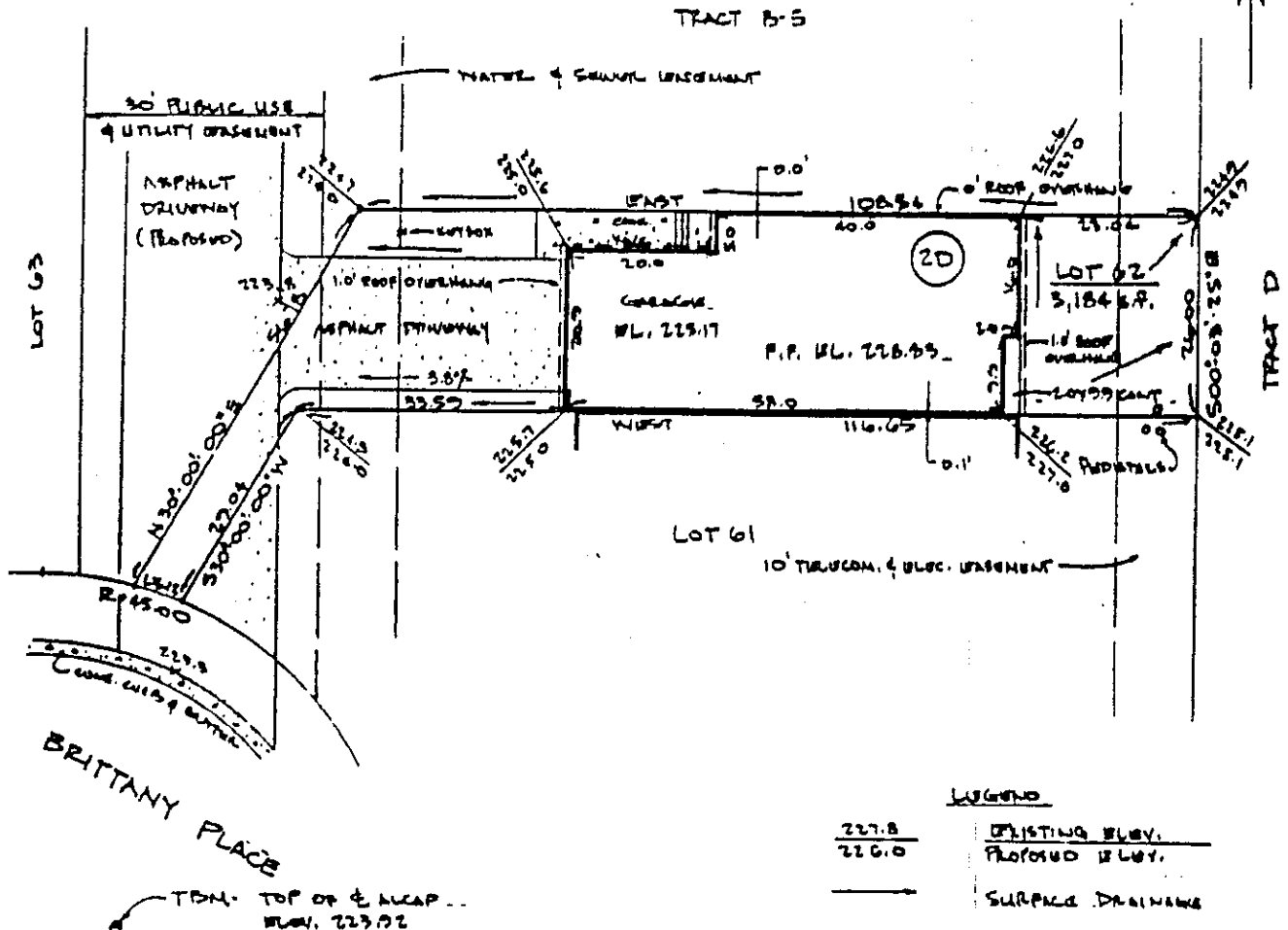
I Herby certify that I have surveyed the following described property:
Lot 60 Block 1, BRITANNY PLACE OF FOXWELL SOUTH SUB.
ANCHORAGE Recording District, Alaska, and that the improvements situated
thereon are within the property lines and do not encroach onto the property
adjacent thereto, that no improvements on the property lying adjacent thereto
encroach on the surveyed premises and that there are no roadways, transmission
lines or other visible easements on said property except as indicated hereon.

Dated this the 14th Day of AUGUST, 19 95, at Anchorage, Alaska

It is the responsibility of the owner to determine the existence of any easements,
covenants, or restrictions which do not appear on the recorded subdivision plat.



AK 12907 PG 7221



PLOT PLAN X AS BUILT _____ SCALE 1"=20' GRID 11632 Project No. 25-178

Kenneth G. Lang, L.S. 1731 George Bell Circle
Anchorage, Alaska 99515 (907) 345-6476

I hereby certify that I have surveyed the following described property:
Lot 61, Block 1, BRITANNY PLACE OR FOXHALL SOUTH SUB.,
ANCHORAGE Recording District, Alaska, and that the improvements situated
 thereon are within the property lines and do not encroach onto the property
 adjacent thereto, that no improvements on the property lying adjacent thereto
 encroach on the surveyed premises and that there are no roadways, transmission
 lines or other visible easements on said property except as indicated hereon.

Dated this the 14th Day of AUGUST, 1925, at Anchorage, Alaska

It is the responsibility of the owner to determine the existence of any easements,
 covenants, or restrictions which do not appear on the recorded subdivision plat.

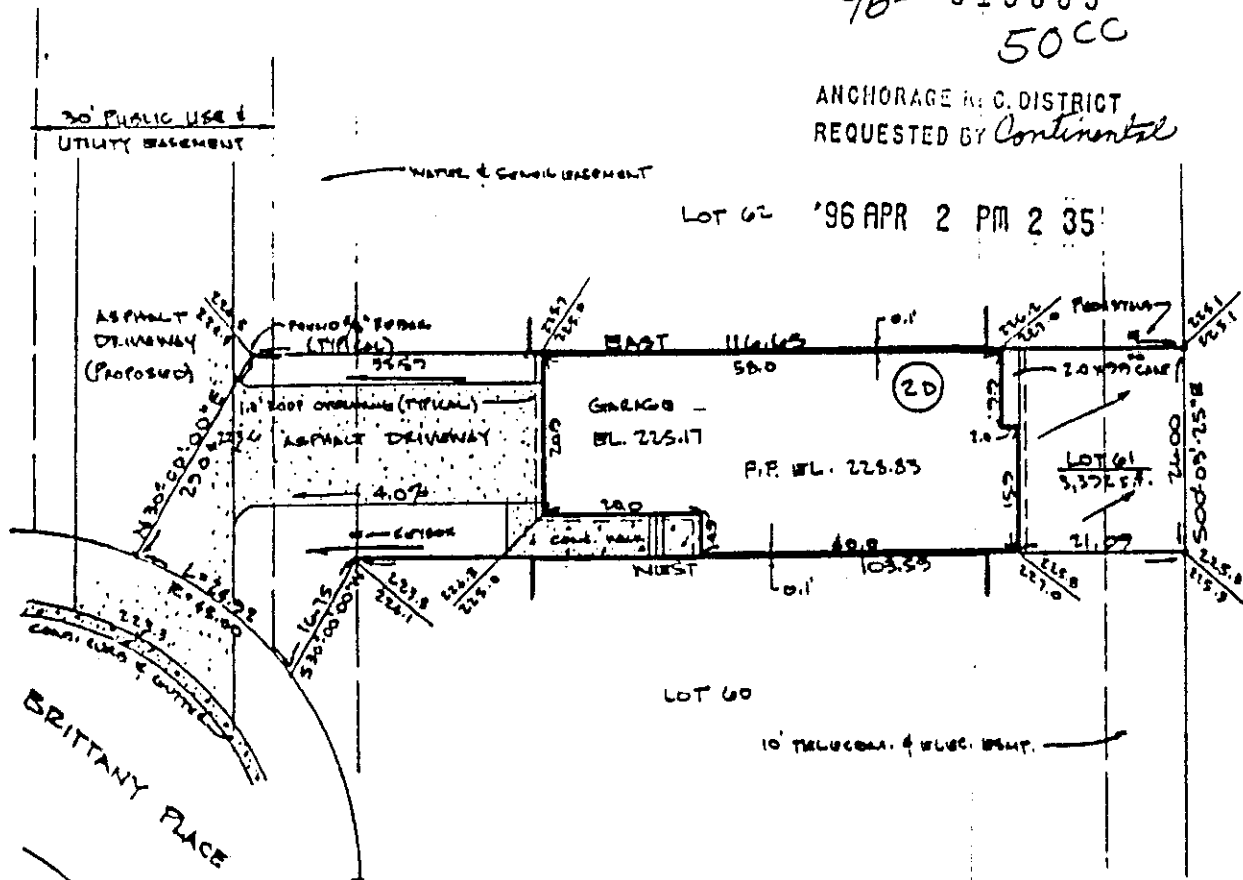


BR02907PG723

96-015339
50CC

ANCHORAGE REC. DISTRICT
REQUESTED BY *Continental*

Lot 61 '96 APR 2 PM 2 35



BRITTANY PLACE

LOT 60

10' TRUCESS. & WLEC. WHP.

TBM - TOP OF 4" ALCAP...
ELEV. 225.52

LEGEND

225.6	EXISTING ELEV.
224.0	PROPOSED ELEV.
---	SURFACE DRAINAGE

PLOT PLAN X AS BUILT _____ SCALE 1"=20' GRID 1652 Project No. 25-177

Kenneth G. Lang, L.S. 1731 George Bell Circle
Anchorage, Alaska 99515 (907) 343-6476

I hereby certify that I have surveyed the following described property:
Lot 61, Block 1, BRITTANY PLACE OF FOXHALL SOUTH SUB.
ANCHORAGE Recording District, Alaska, and that the improvements situated
thereon are within the property lines and do not encroach onto the property
adjacent thereto, that no improvements on the property lying adjacent thereto
encroach on the surveyed premises and that there are no roadways, transmission
lines or other visible easements on said property except as indicated hereon.

Dated this the 14th Day of AUGUST, 1995, at Anchorage, Alaska

It is the responsibility of the owner to determine the existence of any easements,
covenants, or restrictions which do not appear on the recorded subdivision plat.



BK 02987PG380

96-050737

18-CC

ANCHORAGE REC.

DISTRICT

REQUESTED BY McNall + Assoc.

'96 OCT 16 PM 2 26

IN THE ANCHORAGE RECORDING DISTRICT

AMENDMENT TO THEAMENDMENT AND RESTATEMENT OF THE DECLARATION FORBRITTANY PLACE OF FOXHALL SOUTH SUBDIVISION
(A Planned Community)

This amendment is made by CONTINENTAL DEVELOPMENT CORPORATION, Successor Declarant, pursuant to its reserved rights contained in Article XII of the Amendment and Restatement of the Declaration for Brittany Place of Foxhall South Subdivision (A Planned Community) for the purpose of adding the three final lots to the planned community.

This amendment applies to real property in Anchorage, Alaska, described as:

Lots 17-69, Block 1, Lots 1-20, Block 2, Tracts B-2, B-3, B-4, and B-5, Brittany Place of Foxhall South Subdivision, according to Plat No. 85-231, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

The Amendment and Restatement of the Declaration for Brittany Place of Foxhall South Subdivision (A Planned Community) was recorded June 25, 1991, in Book 2164, at Page 221. At that time, only Lots 1-8 and 17-20, Block 2, were part of the homeowners association of the common interest community. The following lots have been added to the homeowners association by amendment of the declaration:

1. Lots 9-12, Block 2, by amendment recorded September 23, 1991, in Book 2194, at Page 229.
2. Lots 13-16, Block 2, by amendment recorded November 22, 1991, in Book 2215, at Page 196.
3. Lots 17-20, Block 1, by amendment recorded December 6, 1991, in Book 2219, at Page 108.
4. Lots 21-23, Block 1, by amendment recorded February 7, 1992, in Book 2238, at Page 234.
5. Lots 24-27, Block 1, by amendment recorded April 7, 1992, in Book 2257, at Page 628.
6. Lots 47-49, Block 1, by amendment recorded August 26, 1992, in Book 2308, at Page 702.
7. Lots 44-46, Block 1, by amendment recorded September 17, 1992, in Book 2317, at Page 327.
8. Lots 28-31, Block 1, by amendment recorded October 27, 1992, in Book 2333, at Page 974.

9. Lots 41-43, Block 1, by amendment recorded December 21, 1992, in Book 2355, at Page 833.
10. Lots 38-40, Block 1, by amendment recorded April 1, 1993, in Book 2396, at Page 413.
11. Lots 35-37, Block 1, by amendment recorded June 1, 1993, in Book 2429, at Page 770.
12. Lots 32-34, Block 1, by amendment recorded September 14, 1993, in Book 2494, at Page 718.
13. Lots 50-52, Block 1, by amendment recorded November 1, 1993, in Book 2528, at Page 85.
14. Lots 53-55, Block 1, by amendment recorded March 29, 1994, in Book 2621, at Page 641.
15. Lots 56-59, Block 1, by amendment recorded July 28, 1994, in Book 2686, at Page 804.
16. Lots 67-69, Block 1, by amendment recorded October 20, 1994, in Book 2719, at Page 423.
17. Lots 63-66, Block 1, by amendment recorded September 1, 1995, in Book 2829, at Page 420.

Section 1. The successor declarant hereby submits Lots 60-62, Block 1, Brittany Place of Foxhall South Subdivision, according to Plat No. 85-231, Anchorage Recording District, to the Amendment and Restatement of the Declaration for Brittany Place of Foxhall South Subdivision (A Planned Community), recorded June 21, 1991, in Book 2164, at Page 221, Anchorage Recording District and, thereby, makes Lots 60-62 part of the Brittany Place Homeowners Association, Inc.

Section 2. Section 4.1 of the Amendment and Restatement of the Declaration for Brittany Place of Foxhall South Subdivision is hereby amended to read as follows:

Section 4.1 - Maximum Number of Units. At the time this Amendment is recorded, the Common Interest Community contains seventy (73) Units. As additional dwellings are constructed, the number of Units will increase as shown on the most current version of Exhibit B, up to a maximum number of seventy-three (73) Units. The right to develop this total number of Units is reserved by the Declarant.

Section 3. Exhibit "B" to the Amendment and Restatement of the Declaration for Brittany Place of Foxhall South Subdivision, the Table of Interests, is amended and replaced with the Amended Exhibit "B" attached hereto.

Section 4. Exhibit "C" to the Amendment and Restatement of the Declaration for Brittany Place of Foxhall South Subdivision, the Development Plan, is amended and replaced with the Amended Exhibit "C" attached hereto.

Section 5. Exhibit "D" to the Amendment and Restatement of the Declaration for Brittany Place of Foxhall South Subdivision, the Floor Plans, is amended by the addition of the Floor Plans attached hereto.

This amendment replaces only those sections and exhibits of the original Amendment and Restatement of the Declaration for Brittany Place of Foxhall South Subdivision set forth above, unless other amendment must necessarily be implied to give full effect to the amendments contained in Sections 1-5. All other terms and provisions of the Amendment and Restatement remain unchanged. In the event of conflict between the Amendment and Restatement and this amendment, this amendment controls.

IN WITNESS WHEREOF, the Successor Declarant has caused this amendment to be executed this 22 day of March, 1996.

CONTINENTAL DEVELOPMENT CORPORATION

By: Walter G. Hanni
Walter G. Hanni, President

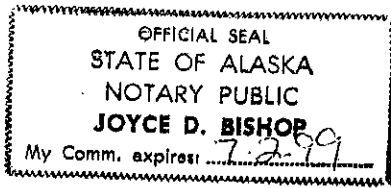
Consent of Mortgagee:
Northrim Bank

By: Creta Bloxon
Title: Asst Vice President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

^{JB} THIS IS TO CERTIFY that on this 22 day of March, 1996, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared WALTER G. HANNI, known to me and to me known to be the President of Continental Development Corporation, the Declarant named in and who executed the foregoing instrument on behalf of Continental Development Corporation and he acknowledged to me that he was empowered to execute the same and did so freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal the day and year first above written.

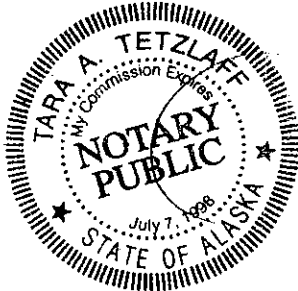


Joyce D. Bishop
Notary Public in and for Alaska
My commission expires: 7-2-99

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 27 day of March, 1995, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared CRAIG BLOXOM known to me and to me known to be the Past Vice President of Northrim Bank, the person named in and who executed the foregoing instrument on behalf of Northrim Bank and (s)he acknowledged to me that (s)he was empowered to execute the same and did so freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal the day and year first above written.



Tara A. Tetzlaff
Notary Public in and for Alaska
My commission expires: 7-7-98

AFTER RECORDING, RETURN TO:

McNall & Associates, P.C.
921 West Sixth Avenue, Suite 100
Anchorage, Alaska 99501

AMENDED EXHIBIT "B"
to
AMENDMENT AND RESTATEMENT
of the
D E C L A R A T I O N
for
BRITTANY PLACE OF FOXHALL SOUTH SUBDIVISION
(A Planned Community)

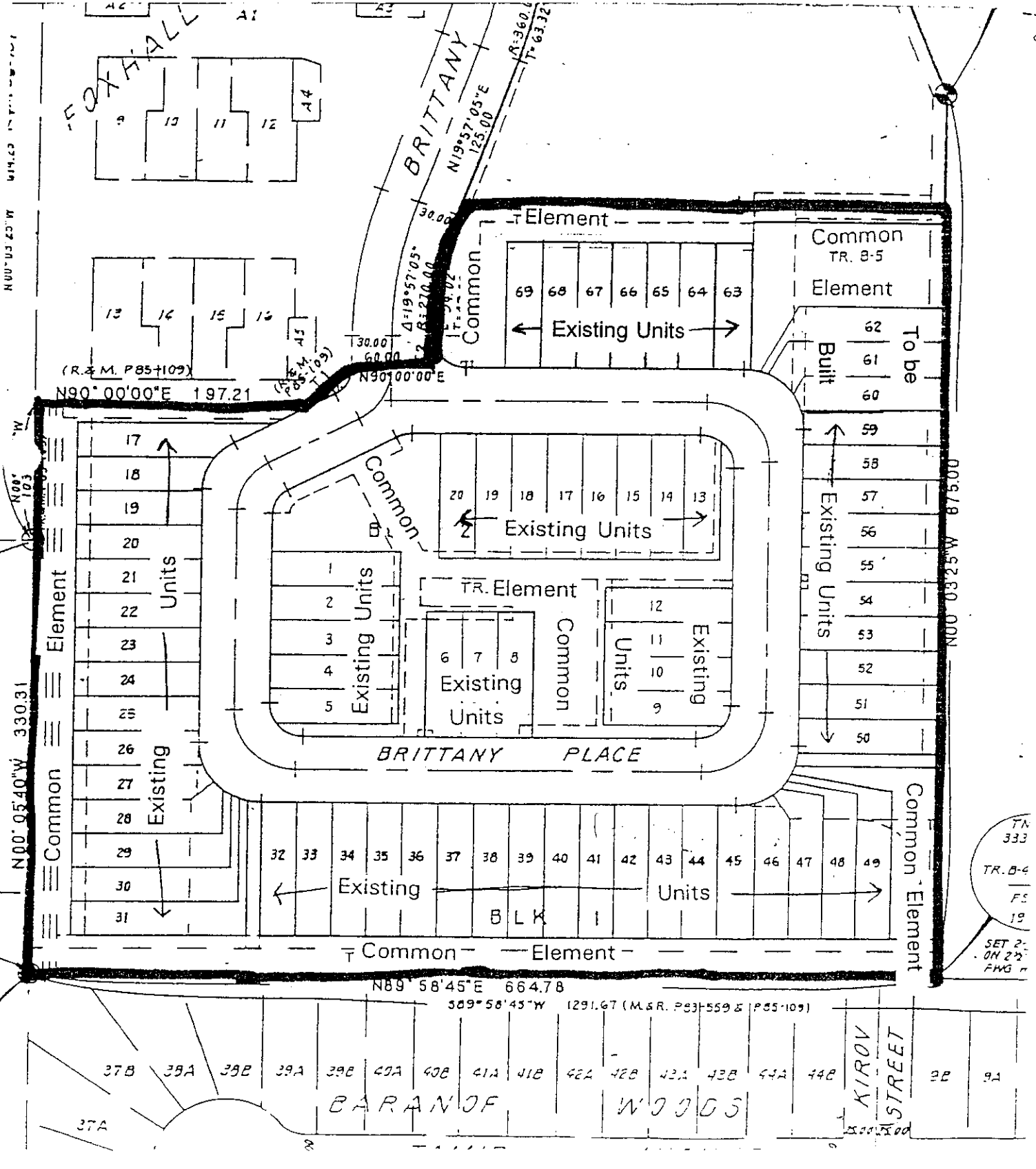
TABLE OF INTERESTS

<u>Unit No.</u>	<u>Percentage Share of Common Expense Liability</u>	<u>Votes In The Association</u>
Lot 17, Block 1	1.37%	1
Lot 18, Block 1	1.37%	1
Lot 19, Block 1	1.37%	1
Lot 20, Block 1	1.37%	1
Lot 21, Block 1	1.37%	1
Lot 22, Block 1	1.37%	1
Lot 23, Block 1	1.37%	1
Lot 24, Block 1	1.37%	1
Lot 25, Block 1	1.37%	1
Lot 26, Block 1	1.37%	1
Lot 27, Block 1	1.37%	1
Lot 28, Block 1	1.37%	1
Lot 29, Block 1	1.37%	1
Lot 30, Block 1	1.37%	1
Lot 31, Block 1	1.37%	1
Lot 32, Block 1	1.37%	1
Lot 33, Block 1	1.37%	1
Lot 34, Block 1	1.37%	1
Lot 35, Block 1	1.37%	1
Lot 36, Block 1	1.37%	1
Lot 37, Block 1	1.37%	1
Lot 38, Block 1	1.37%	1
Lot 39, Block 1	1.37%	1
Lot 40, Block 1	1.37%	1
Lot 41, Block 1	1.37%	1

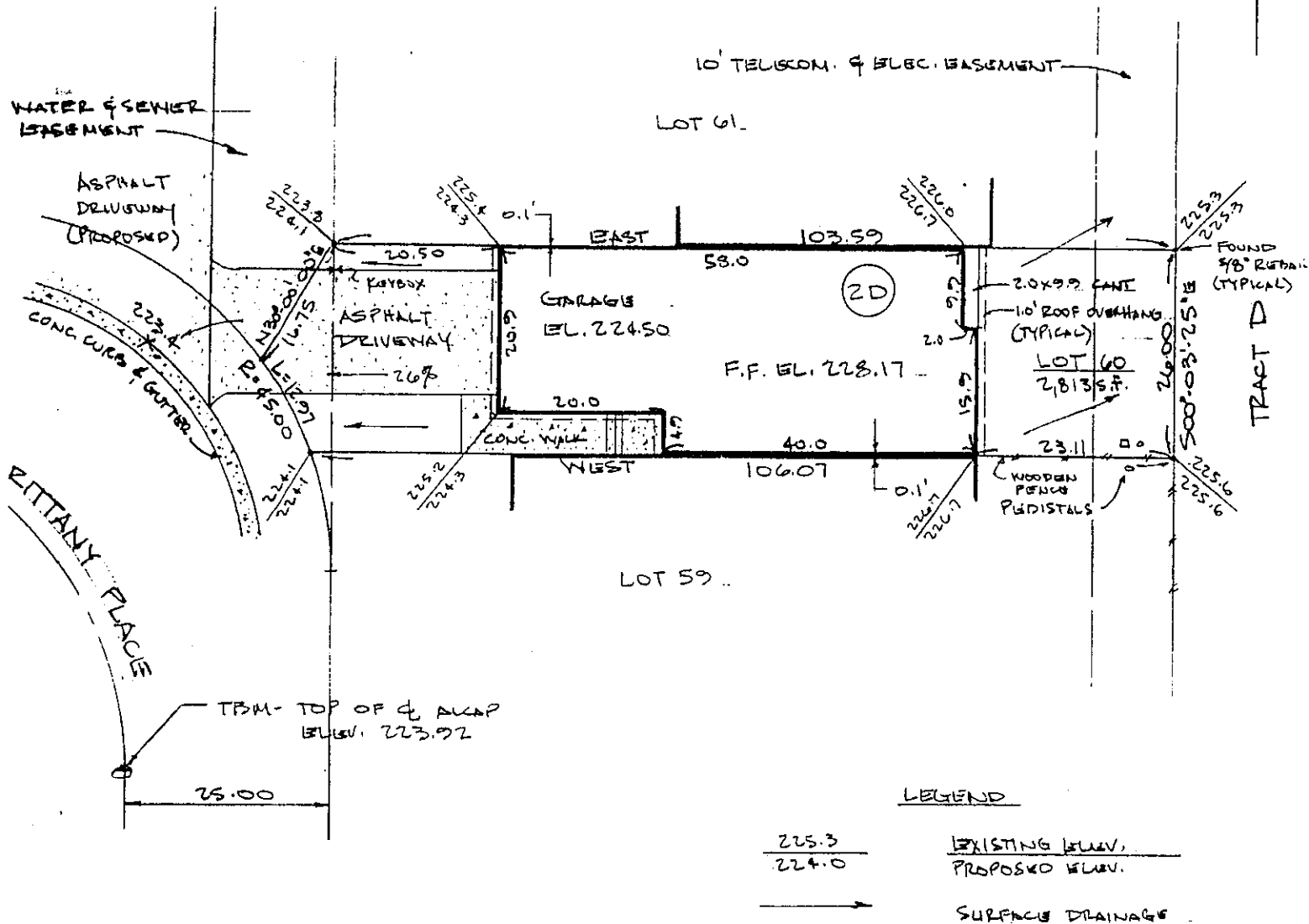
Lot 42, Block 1	1.37%	1
Lot 43, Block 1	1.37%	1
Lot 44, Block 1	1.37%	1
Lot 45, Block 1	1.37%	1
Lot 46, Block 1	1.37%	1
Lot 47, Block 1	1.37%	1
Lot 48, Block 1	1.37%	1
Lot 49, Block 1	1.37%	1
Lot 50, Block 1	1.37%	1
Lot 51, Block 1	1.37%	1
Lot 52, Block 1	1.37%	1
Lot 53, Block 1	1.37%	1
Lot 54, Block 1	1.37%	1
Lot 55, Block 1	1.37%	1
Lot 56, Block 1	1.37%	1
Lot 57, Block 1	1.37%	1
Lot 58, Block 1	1.37%	1
Lot 59, Block 1	1.37%	1
Lot 60, Block 1	1.37%	1
Lot 61, Block 1	1.37%	1
Lot 62, Block 1	1.37%	1
Lot 63, Block 1	1.37%	1
Lot 64, Block 1	1.37%	1
Lot 65, Block 1	1.37%	1
Lot 66, Block 1	1.37%	1
Lot 67, Block 1	1.37%	1
Lot 68, Block 1	1.37%	1
Lot 69, Block 1	1.37%	1
Lot 1, Block 2	1.37%	1
Lot 2, Block 2	1.37%	1
Lot 3, Block 2	1.37%	1
Lot 4, Block 2	1.37%	1
Lot 5, Block 2	1.37%	1
Lot 6, Block 2	1.37%	1
Lot 7, Block 2	1.37%	1
Lot 8, Block 2	1.37%	1
Lot 9, Block 2	1.37%	1
Lot 10, Block 2	1.37%	1
Lot 11, Block 2	1.37%	1
Lot 12, Block 2	1.37%	1
Lot 13, Block 2	1.37%	1
Lot 14, Block 2	1.37%	1
Lot 15, Block 2	1.37%	1
Lot 16, Block 2	1.37%	1
Lot 17, Block 2	1.37%	1
Lot 18, Block 2	1.37%	1
Lot 19, Block 2	1.37%	1
Lot 20, Block 2	1.37%	1

AMENDED EXHIBIT "C"
to
AMENDMENT AND RESTATEMENT
of the
D E C L A R A T I O N
for
BRITTANY PLACE OF FOXHALL SOUTH SUBDIVISION
(A Planned Community)
DEVELOPMENT PLAN

AMENDED EXHIBIT "D"
to
AMENDMENT AND RESTATEMENT
of the
D E C L A R A T I O N
for
BRITTANY PLACE OF FOXHALL SOUTH SUBDIVISION
(A Planned Community)
FLOOR PLANS



TA
333
TR. B-5
FS
19
SET 2-
ON 22-
FMG 11



PLOT PLAN AS BUILT _____ SCALE 1"=20' GRID 1639 Project No. 95-176

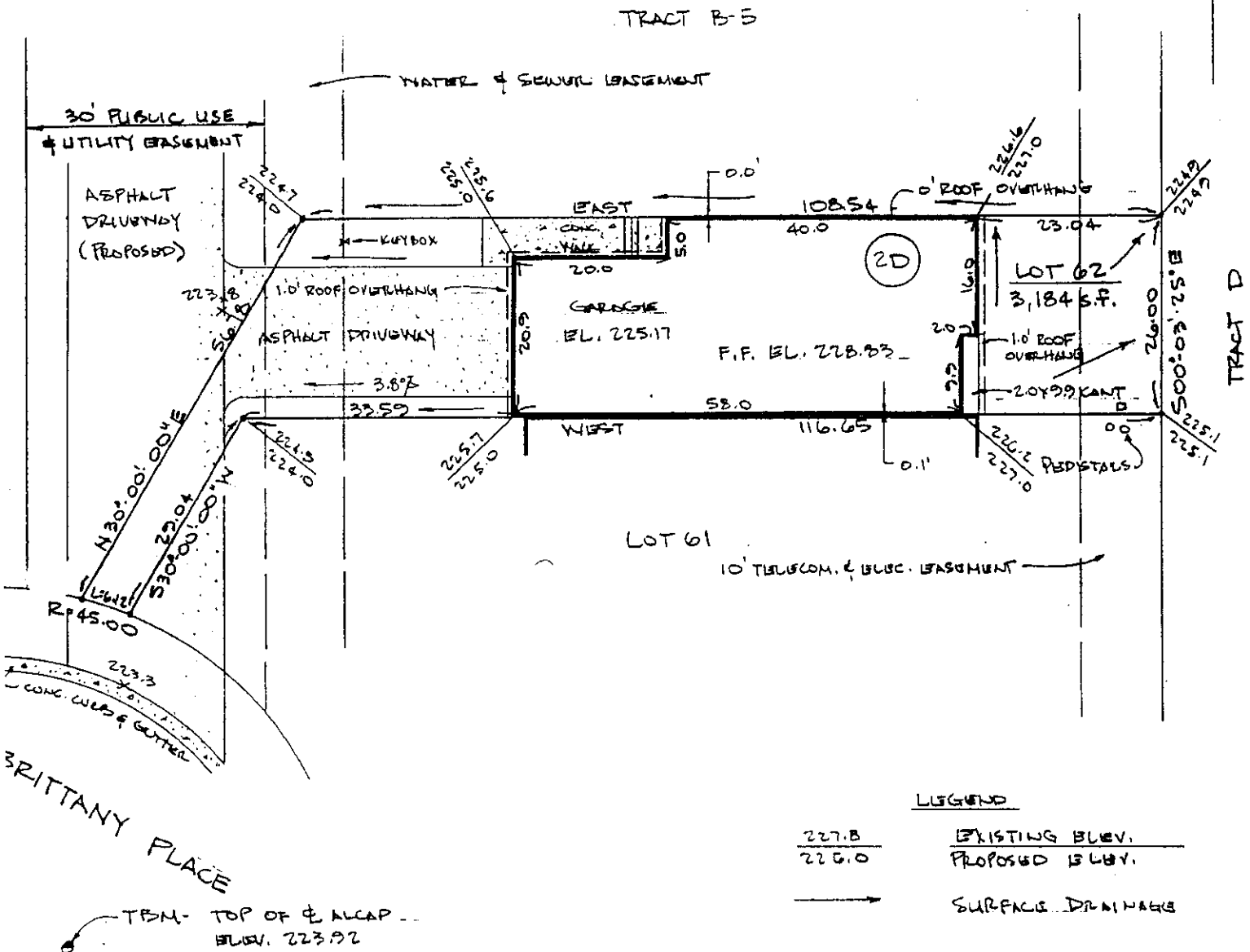
Kenneth G. Lang, L.S. 1731 George Bell Circle
Anchorage, Alaska 99515 (907) 345-6476

I Herby certify that I have surveyed the following described property:
 Lot 60, Block 1, BRITANNY PLACE OF FOXHALL SOUTH SUB.
ANCHORAGE Recording District, Alaska, and that the improvements situated
 thereon are within the property lines and do not encroach onto the property
 adjacent thereto, that no improvements on the property lying adjacent thereto
 encroach on the surveyed premises and that there are no roadways, transmission
 lines or other visible easements on said property except as indicated hereon.

Dated this the 14th Day of AUGUST, 1995, at Anchorage, Alaska

It is the responsibility of the owner to determine the existence of any easements,
 covenants, or restrjctions which do not appear on the recorded subdivision plat.





LEGEND

227.8	EXISTING BLEV.
226.0	PROPOSED BLEV.
→	SURFACE DRAINAGE

PLOT PLAN X AS BUILT _____ SCALE 1"=20' GRID 1639 Project No. 95-178

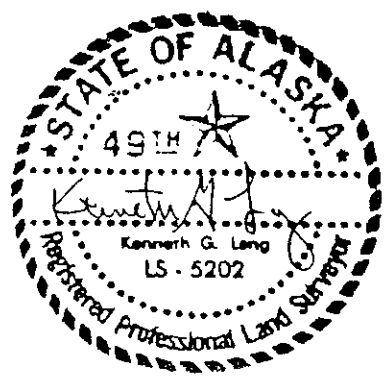
Kenneth G. Lang, L.S.

1731 George Bell Circle
Anchorage, Alaska 99515 (907) 345-6476

I Hereby certify that I have surveyed the following described property:
 Lot 62, Block 1, BRITTANY PLACE OF FOXHALL SOUTH SUB.
ANCHORAGE Recording District, Alaska, and that the improvements situated
 thereon are within the property lines and do not encroach onto the property
 adjacent thereto, that no improvements on the property lying adjacent thereto
 encroach on the surveyed premises and that there are no roadways, transmission
 lines or other visible easements on said property except as indicated hereon.

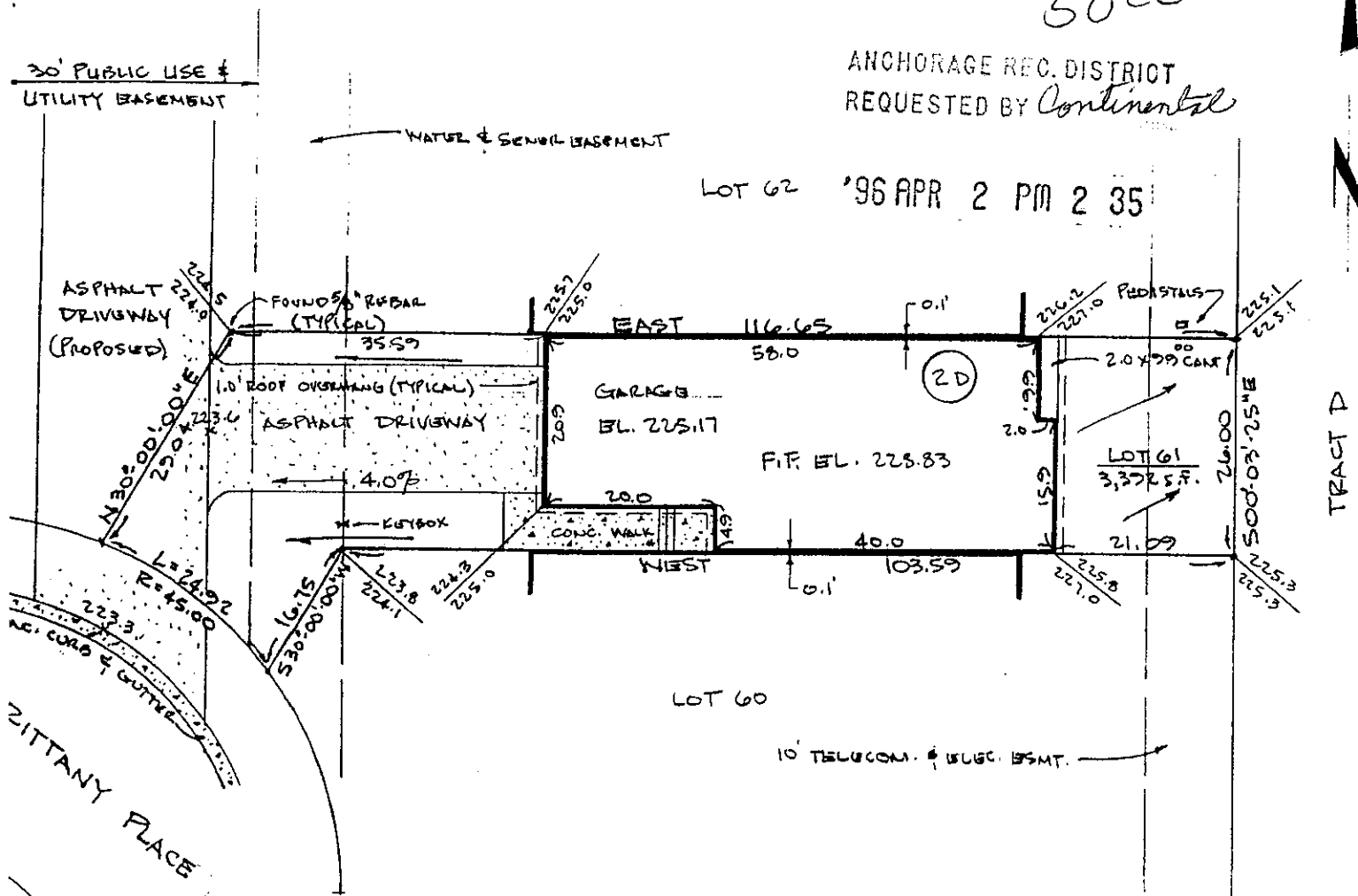
Dated this the 14th Day of AUGUST, 1995, at Anchorage, Alaska

It is the responsibility of the owner to determine the existence of any easements,
 covenants, or restrictions which do not appear on the recorded subdivision plat.



ANCHORAGE REC. DISTRICT
REQUESTED BY *Continental*

LOT 62 '96 APR 2 PM 2 35



TBM - TOP OF ϕ ALCAP
ELEV. 223.92

LEGEND

<u>225.6</u>	EXISTING ELEV.
224.0	PROPOSED ELEV.
\rightarrow	SURFACE DRAINAGE

PLOT PLAN X AS BUILT _____ SCALE 1"=20' GRID 1639 Project No. 25-177

Kenneth G. Lang, L.S.

1731 George Bell Circle
Anchorage, Alaska 99515 (907) 345-6476

I hereby certify that I have surveyed the following described property:
Lot 61, Block 1, BRITANNY PLACE OF FOXHALL SOUTH SUB.
ANCHORAGE Recording District, Alaska, and that the improvements situated thereon are within the property lines and do not encroach onto the property adjacent thereto, that no improvements on the property lying adjacent thereto encroach on the surveyed premises and that there are no roadways, transmission lines or other visible easements on said property except as indicated hereon.

Dated this the 14th Day of AUGUST, 1995, at Anchorage, Alaska

It is the responsibility of the owner to determine the existence of any easements, covenants, or restrictions which do not appear on the recorded subdivision plat.



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

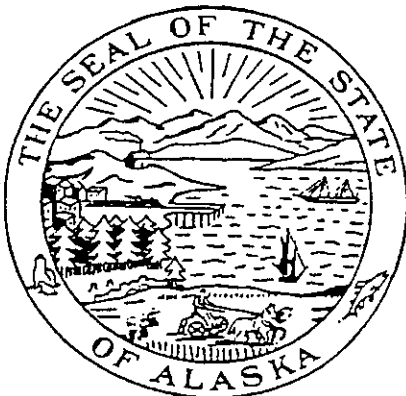
RESTATED CERTIFICATE
OF
INCORPORATION

The undersigned, as Commissioner of Commerce and Economic Development of the State of Alaska, hereby certifies that duplicate originals of Restated Articles of Incorporation, duly signed and verified pursuant to the provisions of the Alaska Nonprofit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce and Economic Development, and by virtue of the authority vested in him by law, hereby issues this Restated Certificate of Incorporation of

BRITTANY PLACE HOMEOWNERS ASSOCIATION, INC.

and attaches hereto a duplicate original of the Restated Articles of Incorporation.



IN TESTIMONY WHEREOF, I execute this certificate
and affix the Great Seal of the State of Alaska on
July 15, 1991.

A handwritten signature in cursive script that reads "Glenn A. Olds".

Glenn A. Olds
COMMISSIONER OF COMMERCE
AND ECONOMIC DEVELOPMENT

08-132 (Rev. 10/88)
5844M

Issued By: Corporations Section, P.O. Box D, Juneau, Alaska 99811, Telephone (907) 465-2530

JUL 15 1991

Department of Commerce
and Economic Development

RESTATED ARTICLES OF INCORPORATION
OF
BRITTANY PLACE HOMEOWNERS ASSOCIATION, INC.

The Brittany Place Homeowners Association, Inc., pursuant to AS 10.20.196, hereby restates its Articles of Incorporation as heretofore amended. This restatement correctly restates the previously adopted Articles of Incorporation and Articles of Amendment and supersedes them. The Restated Articles of Incorporation have been adopted as required by law and read as follows:

ARTICLE I

The name of the corporation is BRITTANY PLACE HOMEOWNERS ASSOCIATION, INC. (hereafter "Association").

ARTICLE II

The purposes for which the corporation is formed are as follows:

1. The specific and primary purposes are to provide for the maintenance, preservation and architectural control of a planned community project on real property located in the Municipality of Anchorage, Alaska, known as BRITTANY PLACE OF FOXHALL SOUTH SUBDIVISION, and the structures and improvements thereon, and other adjacent projects whose unit owners become members of the corporation under the terms of the Declaration recorded for the Brittany Place Homeowners Association, Inc.

2. The general purposes and powers are:

(a) To promote the health, safety and welfare of the residents within said real property;

(b) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising from the Declaration of Covenants, Conditions and Restrictions (hereafter "Declaration") applicable to the property described above;

(c) To fix, levy, collect and enforce payment by lawful means, all charges or assessments pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association.

(d) To have and to exercise any and all powers, rights and privileges which a corporation organized under the non-profit corporation law of the State of Alaska may now or hereafter have or exercise; and

(e) To act in the capacity of principal, agent, joint venturer, partner or otherwise.

The foregoing statements of purpose shall be construed as a statement both of purposes and of powers, and purposes and powers in each clause shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

ARTICLE III

The duration of the Association shall be perpetual.

ARTICLE IV

The Association shall be a nonprofit corporation without shares of stock.

ARTICLE V

The authorized number and qualification of members of the Association, the different classes of membership, if any, the property, voting and other rights and privileges of members, and their liability for dues and assessments and the method of collection thereof, shall be as set forth in the Declaration and Bylaws.

ARTICLE VI

Amendment of these Articles shall require the assent of at least seventy-five (75) per cent of the unit owners of all the residential units in the project as shown in the Declaration.

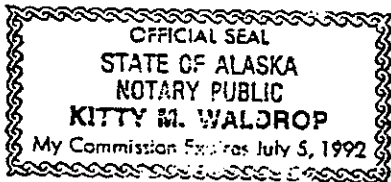
ARTICLE VII

So long as there is an FHA loan on a unit in the project, if the Association is dissolved, the common elements shall be conveyed to a public body or nonprofit organization with similar purposes which shall manage the common elements for the benefit of the unit owners in the project.

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 26th day of June, 1991 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Frank Smith, known to me and to me known to be the identical individual named in and who executed the foregoing instrument for and on behalf of said Association, and he/she acknowledged to me that he/she executed the same freely and voluntarily for the uses and purposes therein stated.

WITNESS my hand and notarial seal the day and year first above written.



Kitty M. Waldrop
Notary Public in and for Alaska
My commission expires: 7-5-92

I, John R. Oconnor, the President
of the Brittany Place Homeowners Association, Inc., have verified that the above Restated Articles of Incorporation for the Brittany Place Homeowners Association, Inc., is a correct restatement of the previously adopted Articles of Incorporation and Amendments.



Invoice

Bill To:
Hoffman & Associates 7926 Old Seward Hwy #B4 Anchorage, Alaska 99518

Date	6/7/2010
Terms	Due on receipt
Due Date	6/7/2010
Invoice #	10079
Job#	10-LH-87

Project Description				
10-LH-87 Tracts C & B4				
Date	Code	Description	Time	Amount
5/19/2010	05- Survey Crew 2- TE,DP	Tracts C & B4 Foxhall South - Lot Stake (3) Sites	2	350.00
5/21/2010	05- Survey Crew 2- TE,DP	Tract C & B4 Foxhall South - L/S (3) Sites	5.5	962.50
5/22/2010	05- Survey Crew 2- TE,DP	Tract C & B4 Foxhall South - L/S (3) Sites	5	875.00
5/22/2010	03- Survey Crew 1- TE	Tract C & B4 Foxhall South - TE Book, Downloads, & Photos	1	100.00
5/27/2010	17- PLS 1- JZ	Draft Exhibit Drawings	2	220.00
			Total	\$2,507.50
Please reference Invoice# and Job# so your Payment is Applied Correctly			Payments/Credits	\$0.00
Finance charge of 1.5% per month (18% annually) will be accessed on all past due balances. Please protect your credit rating, remit your payment promptly.			Balance Due	\$2,507.50

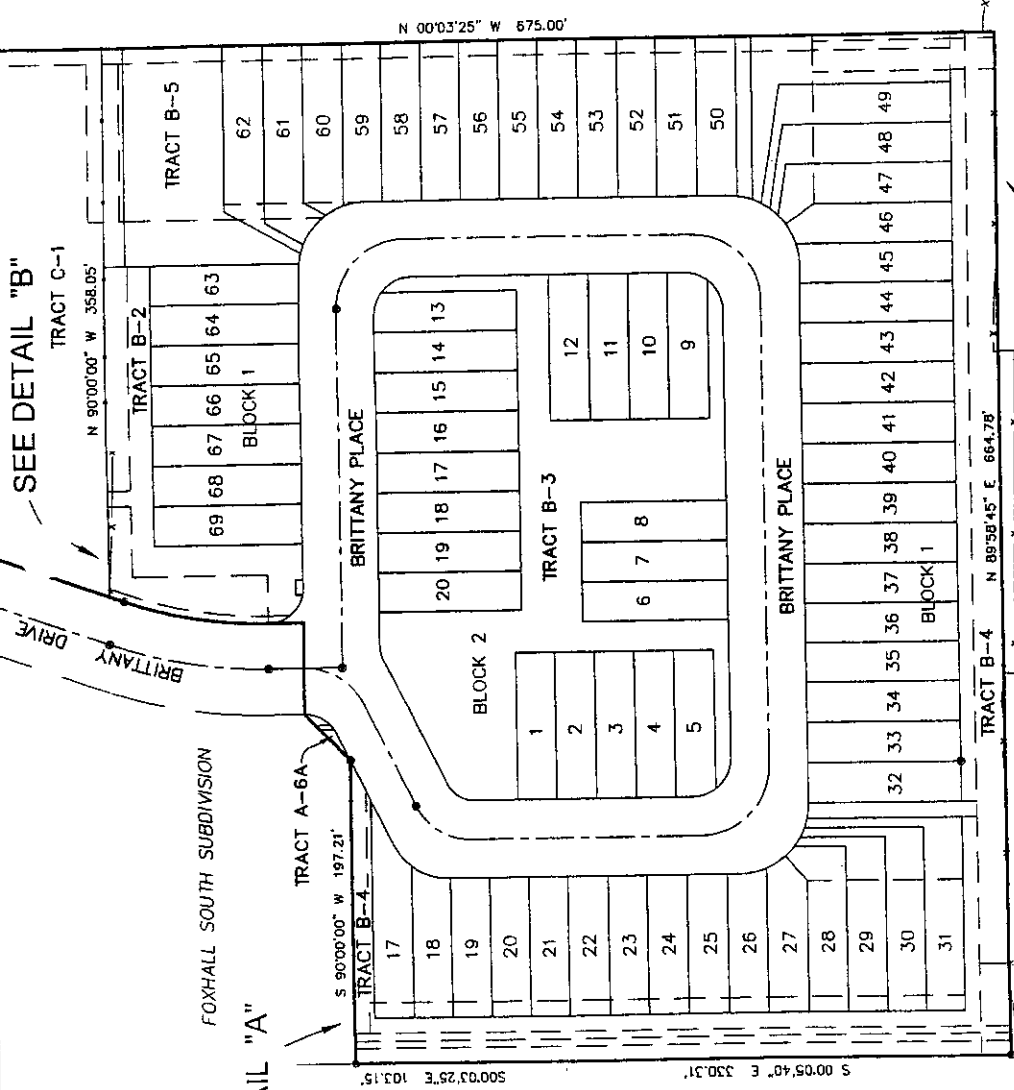
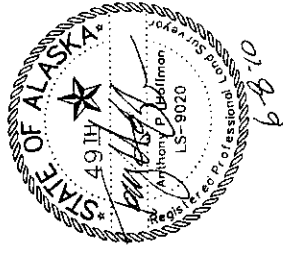


SEE DETAIL "A"

FOXHALL SOUTH SUBDIVISION

SEE DETAIL "B"

FOXHALL SOUTH SUBDIVISION



SEE DETAIL "C"

BARANOF WOODS SUBDIVISION

LANTECH
 LAND & CONSTRUCTION SURVEYORS-PLANNERS-ENGINEERS
 440 West Benson Boulevard, Suite 200
 Anchorage, Alaska 99503
 Phone: 562-5291
 Fax: 561-6626
 Date: June 7, 2010
 Drawn By: JMJ
 Checked By: APH
 Web Order: 2010L87

Ordered By: Leo von Keltz/Hoffman & Associates
 Legal Description: Partial Line Stake & Fence Asbuilt
 Brittany Place of
 Foxhall South Subdivision
 Scale: 1"=80'
 Plat: 85-231
 Grid: 1639
 Pb/Pg: 759/18-21

EXCLUSION NOTES: It is the owners' responsibility to determine the existence of any easements, covenants, or restrictions which do not appear on the recorded subdivision plat.

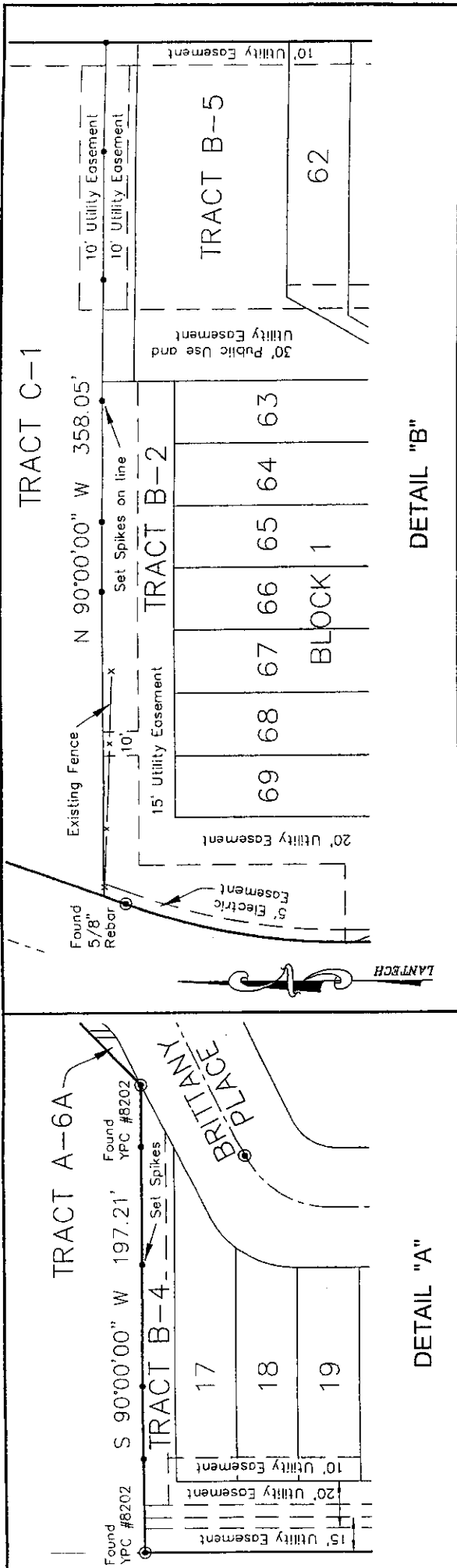
SURVEY CERTIFICATION: LANTECH has conducted a physical survey of this property as shown on this drawing and to the best of our knowledge and belief, all dimensions have been measured true and correct.

Legend:

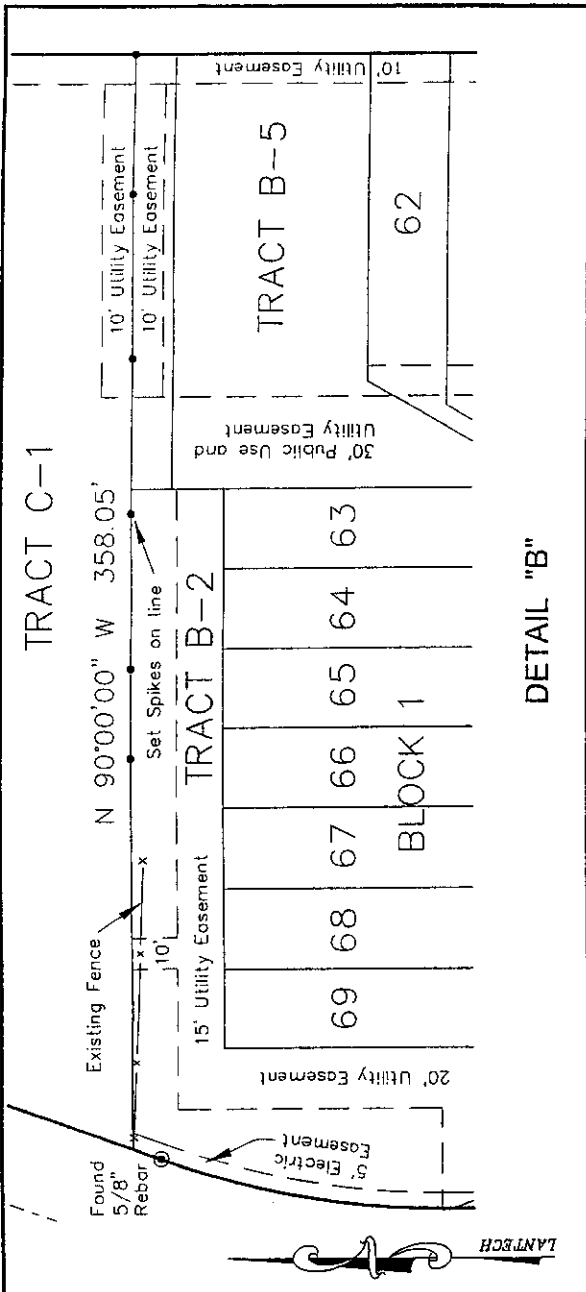
- Found 5/8" Rebar as noted
- Set 8" Spike on the Existing Fence
- Establish Line
- YPC - Yellow Plastic Cap

NOTE:
 THIS DRAWING SHALL NOT BE MODIFIED FOR USE AS A PLOT PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF LANTECH.

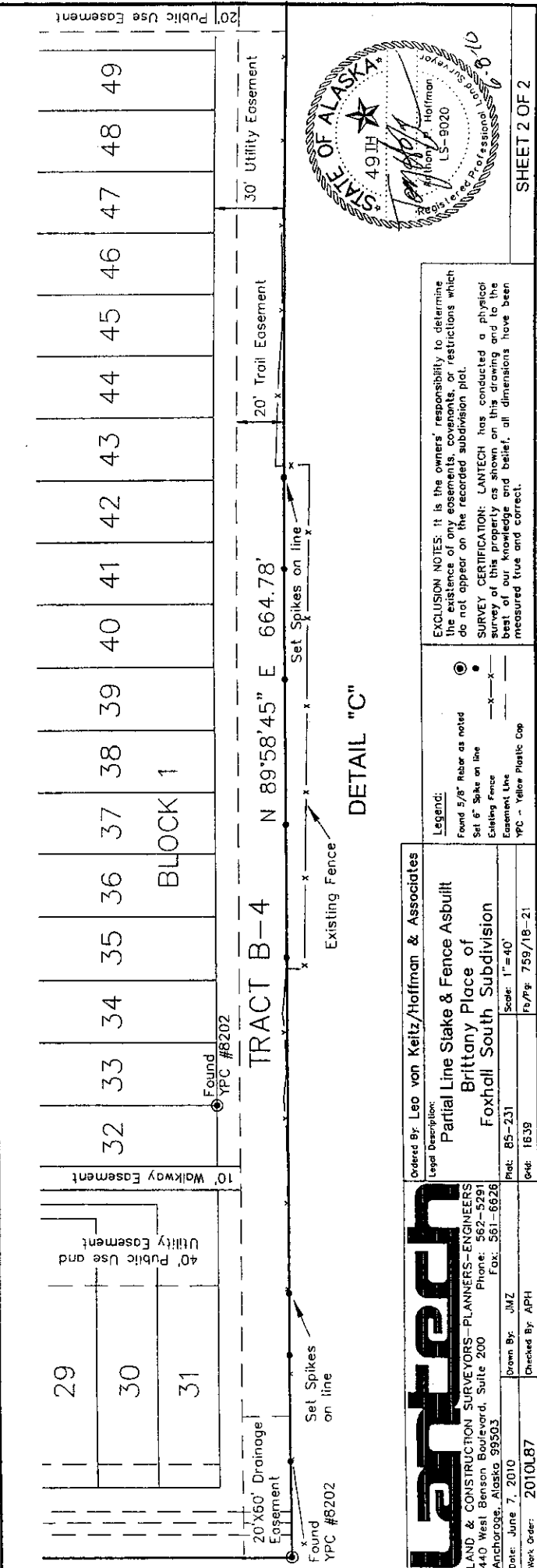
SHEET 1 OF 2



DETAIL "A"



DETAIL "B"



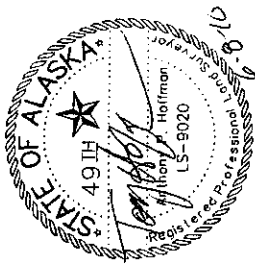
DETAIL "C"

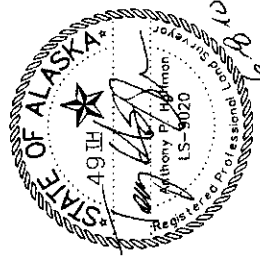
Lantech
 LAND & CONSTRUCTION SURVEYORS-PLANNERS-ENGINEERS
 440 West Benson Boulevard, Suite 200
 Anchorage, Alaska 99503
 Phone: 562-5291
 Fax: 561-6626
 Date: June 7, 2010
 Drawn By: JMJ
 Checked By: APH
 Work Order: 2010L87

Ordered By: Leo von Keitz/Hoffman & Associates
 Legal Description:
 Partial Line Stake & Fence Asbuilt
 Brittany Place of
 Foxhall South Subdivision
 Plat: 85-231
 Scale: 1"=40'
 Job #/Pg: 759/18-21
 Job: 1639

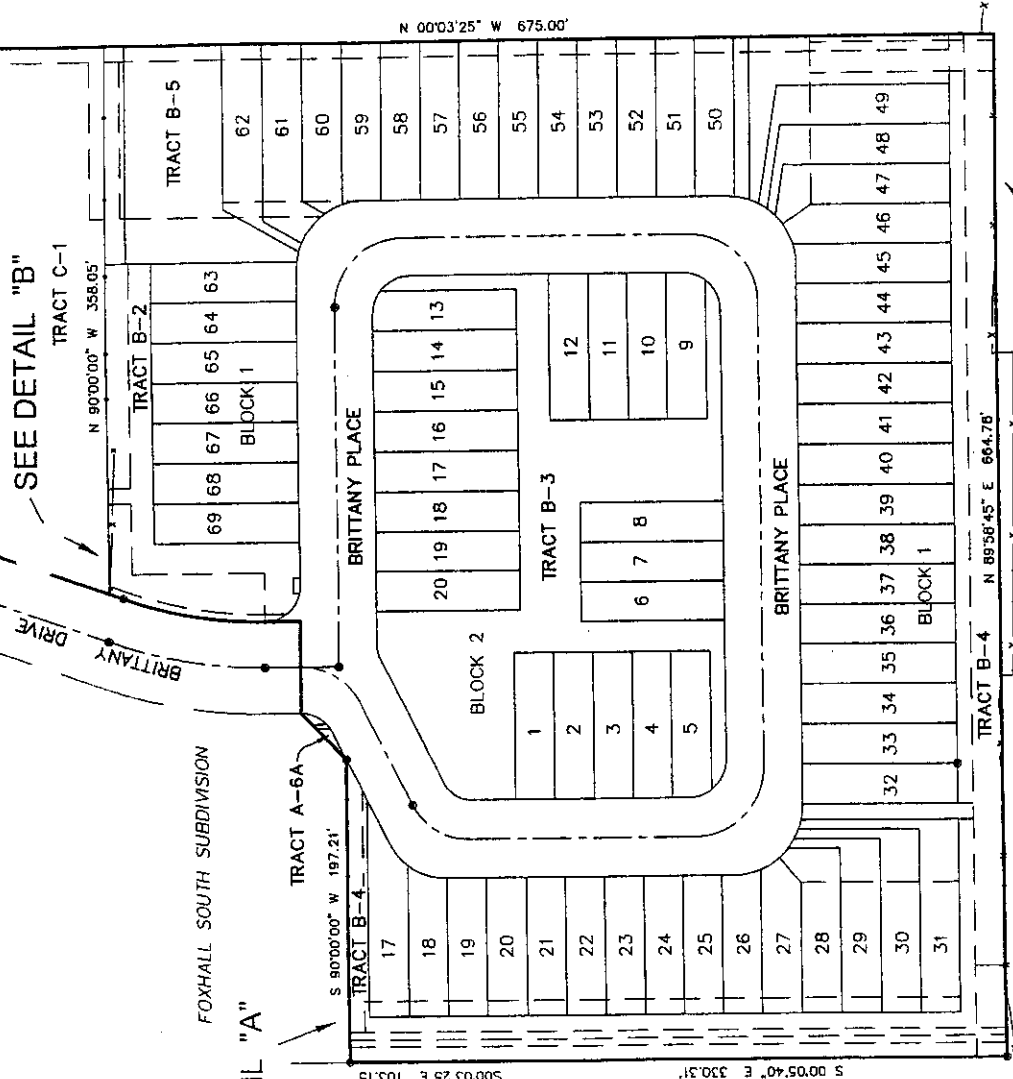
Legend:
 Found 5/8" Rebar as noted
 Set 6" Stake on line
 Existing Fence
 Easement Line
 YPC - Yellow Plastic Cap

EXCLUSION NOTES: It is the owners' responsibility to determine the existence of any easements, covenants or restrictions which do not appear on the recorded subdivision plat.
SURVEY CERTIFICATION: LANTECH has conducted a physical survey of this property as shown on this drawing and to the best of our knowledge and belief, all dimensions have been measured true and correct.





FOXHALL SOUTH SUBDIVISION



Lantech
 LAND & CONSTRUCTION SURVEYORS-PLANNERS-ENGINEERS
 440 West Benson Boulevard, Suite 200
 Anchorage, Alaska 99503
 Phone: 562-5291
 Fax: 561-6626
 Date: June 7, 2010
 Work Order: 2010187

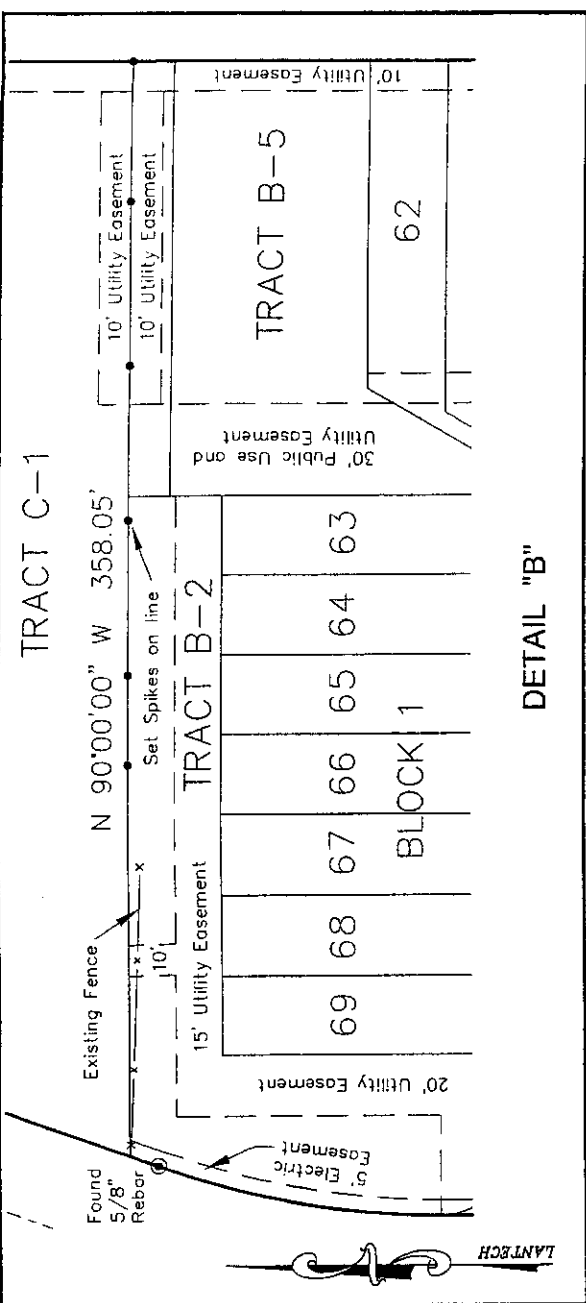
Ordered By: Leo von Keitz/Hoffman & Associates
 Legal Description:
 Partial Line Stake & Fence Asbuilt
 Brittany Place of
 Foxhall South Subdivision
 Plot: 85-231
 Grid: 1639
 Scale: 1"=80'
 P1/P2: 759/18-21

Legend:
 Found 5/8" Rebar as noted
 Set 6" Spike on line
 Existing Fence
 Easement Line
 YPC - Yellow Plastic Cap

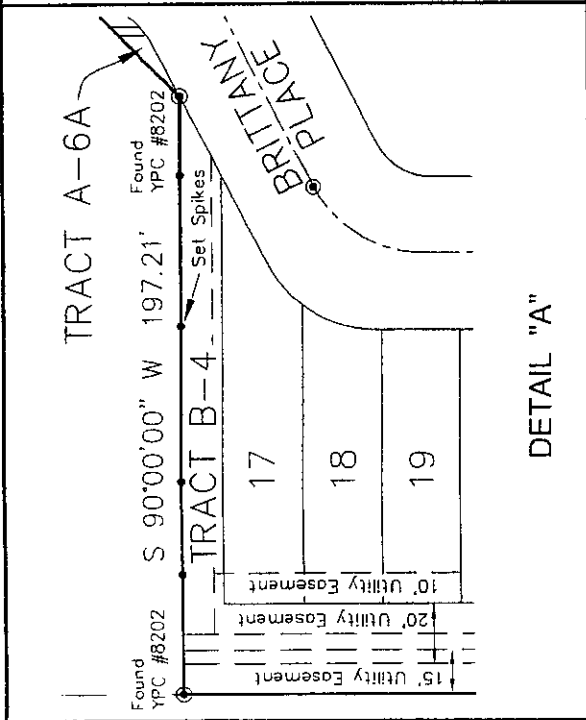
EXCLUSION NOTES: It is the owners' responsibility to determine the existence of any easements, covenants or restrictions which do not appear on the recorded subdivision plat.
 SURVEY CERTIFICATION: LANTECH has conducted a physical survey of this property as shown on this drawing and to the best of our knowledge and belief, all dimensions have been measured true and correct.

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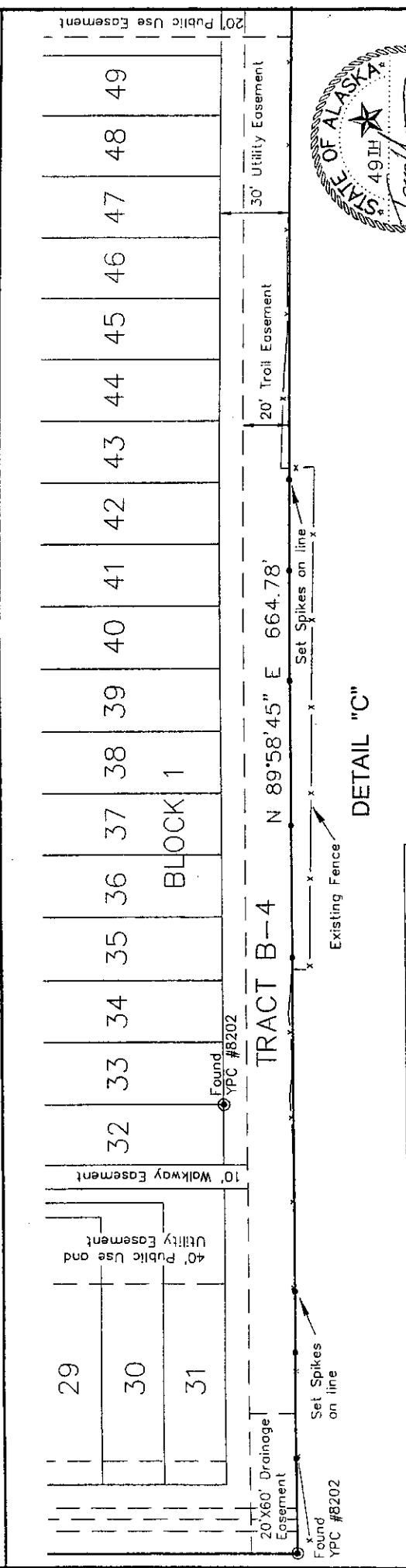
SHEET 1 OF 2



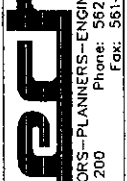
DETAIL "A"



DETAIL "B"



DETAIL "C"



LANTECH
LAND & CONSTRUCTION SURVEYORS-PLANNERS-ENGINEERS
440 West Benson Boulevard, Suite 200
Anchorage, Alaska 99503
Date: June 7, 2010
Drawn By: JMJ
Checked By: APH

Ordered By: Leo van Keltz/Hoffman & Associates
Legal Description:
Partial Line Stake & Fence Asbuilt
Brittany Place of
Foxhall South Subdivision
Plat: 85-231
Scale: 1"=40'
PLOT: 1639
FILE: 759/18-21

Legend:

- Found 5/8" Rebar as noted
- Set 8" Spikes on line
- Existing Fence
- Easement Line
- YPC - Yellow Plastic Cap

EXCLUSION NOTES: It is the owners' responsibility to determine the existence of any easements, covenants, or restrictions which do not appear on the recorded subdivision plat.

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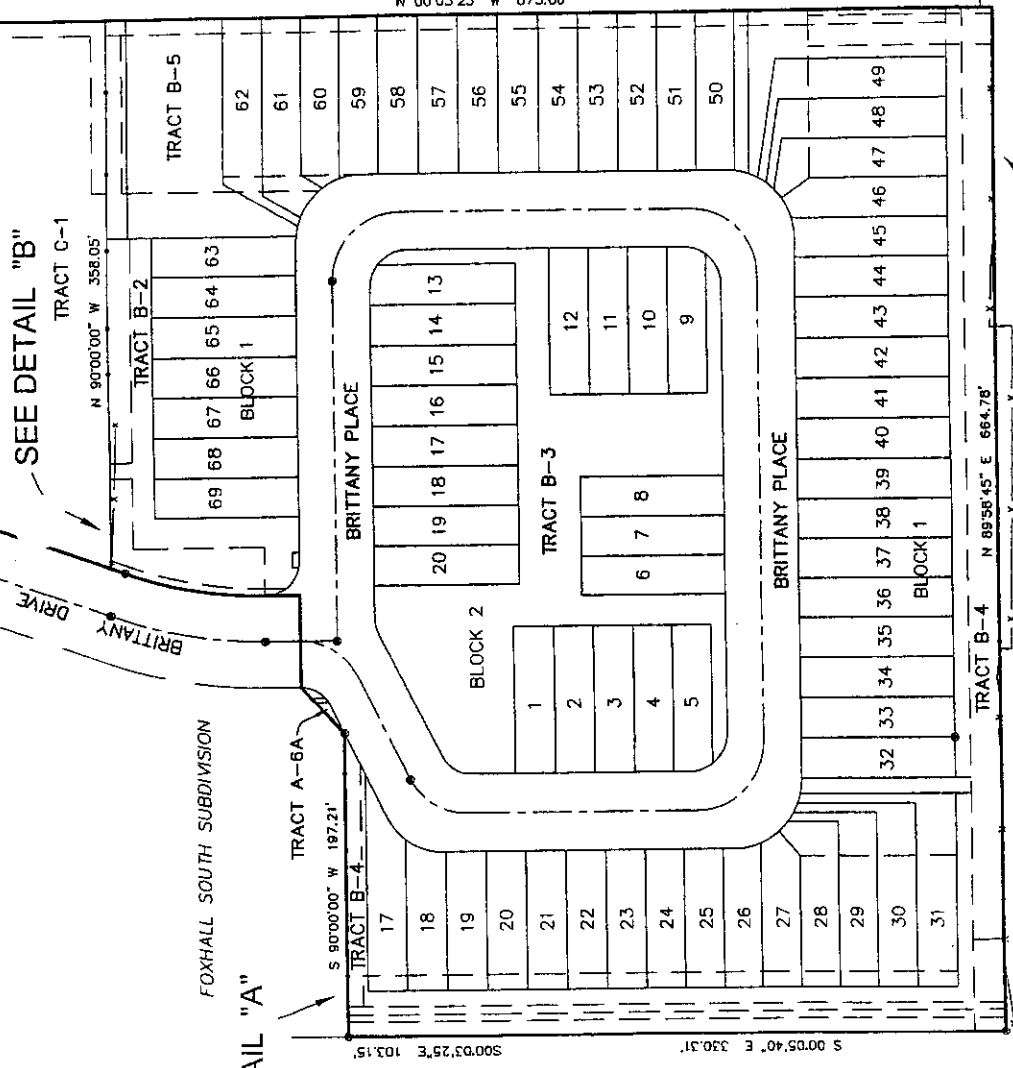
SHEET 2 OF 2





FOXHALL SOUTH SUBDIVISION

N 00°03'25" W 675.00'



NOTE:
THIS DRAWING SHALL NOT BE
MODIFIED FOR USE AS A PLOT PLAN
WITHOUT THE EXPRESSED WRITTEN
CONSENT OF LANTECH.

EXCLUSION NOTES: It is the owners' responsibility to determine
the existence of any easements, covenants, or restrictions which
do not appear on the recorded subdivision plat.
SURVEY CERTIFICATION: LANTECH has conducted a physical
survey of this property as shown on this drawing and to the
best of our knowledge and belief, all dimensions have been
measured true and correct.

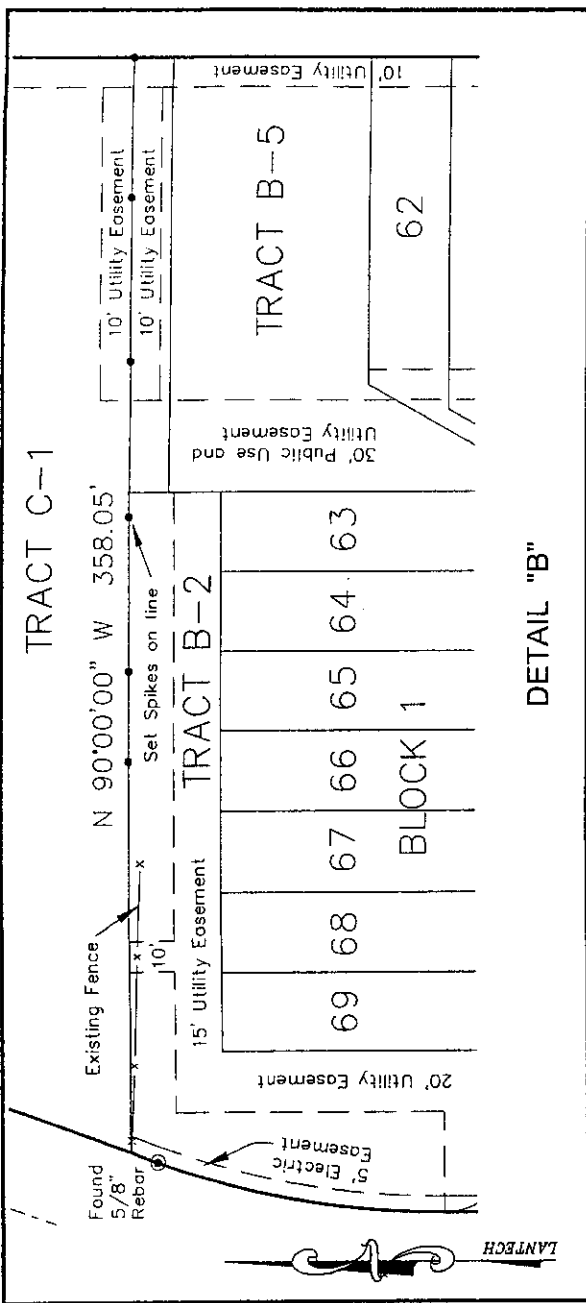
- Legend:
- Found 5/8" Rebar as noted
 - Set 6" Spike on line
 - Existing Fence
 - Easement Line
 - YFC - Yellow Plastic Cap

Ordered By: Leo von Keitz/Hoffman & Associates
Legal Description:
Partial Line Stake & Fence Asbuilt
Brittany Place of
Foxhall South Subdivision
Scale: 1"=80'
Plot: 85-231
Grid: 1639

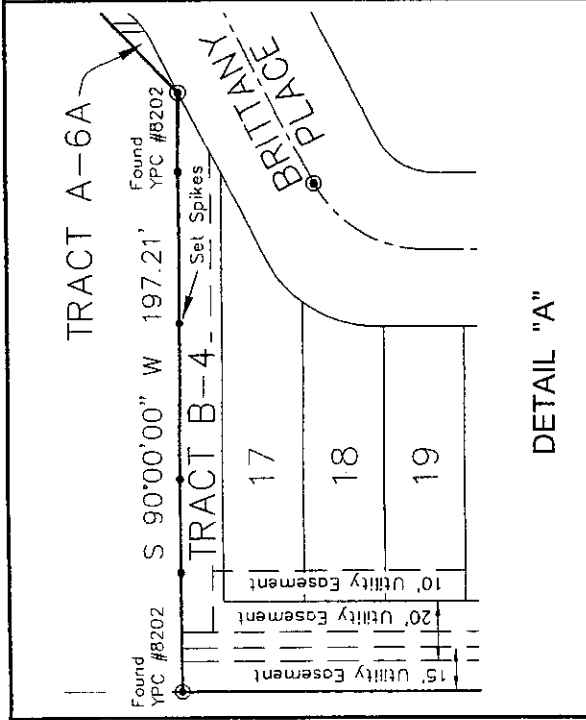
Drawn By: JMJ
Checked By: APH
Date: June 7, 2010
Work Order: 2010L87

LAND & CONSTRUCTION SURVEYORS-PLANNERS-ENGINEERS
440 West Benson Boulevard, Suite 200
Anchorage, Alaska 99503
Phone: 582-5781
Fax: 581-6626

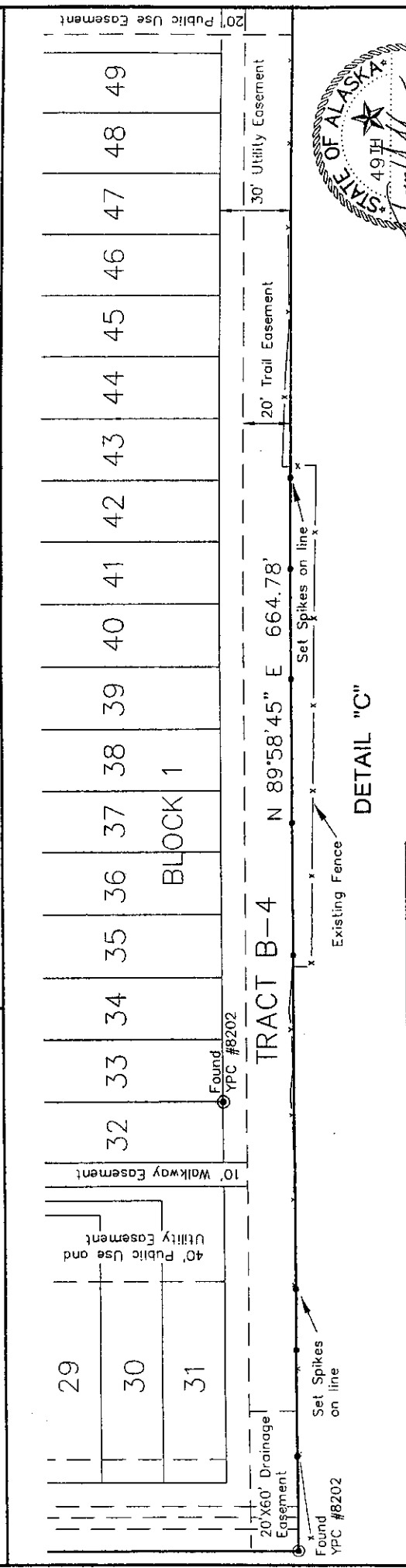




DETAIL "A"



DETAIL "B"



DETAIL "C"

	Ordered By: Leo von Keltz/Hoffman & Associates Legal Description: Partial Line Stake & Fence Asbuilt Brittany Place of Foxhall South Subdivision	Project: 85-231 Scale: 1"=40' Plot: 1639	EXCLUSION NOTES: It is the owners' responsibility to determine the existence of any easements, covenants, or restrictions which do not appear on the recorded subdivision plat. SURVEY CERTIFICATION: LANTECH has conducted a physical survey of this property as shown on this drawing and to the best of our knowledge and belief, all dimensions have been measured true and correct.
	Drawn By: JMJ Checked By: APH	Date: June 7, 2010 Work Order: 2010L87	



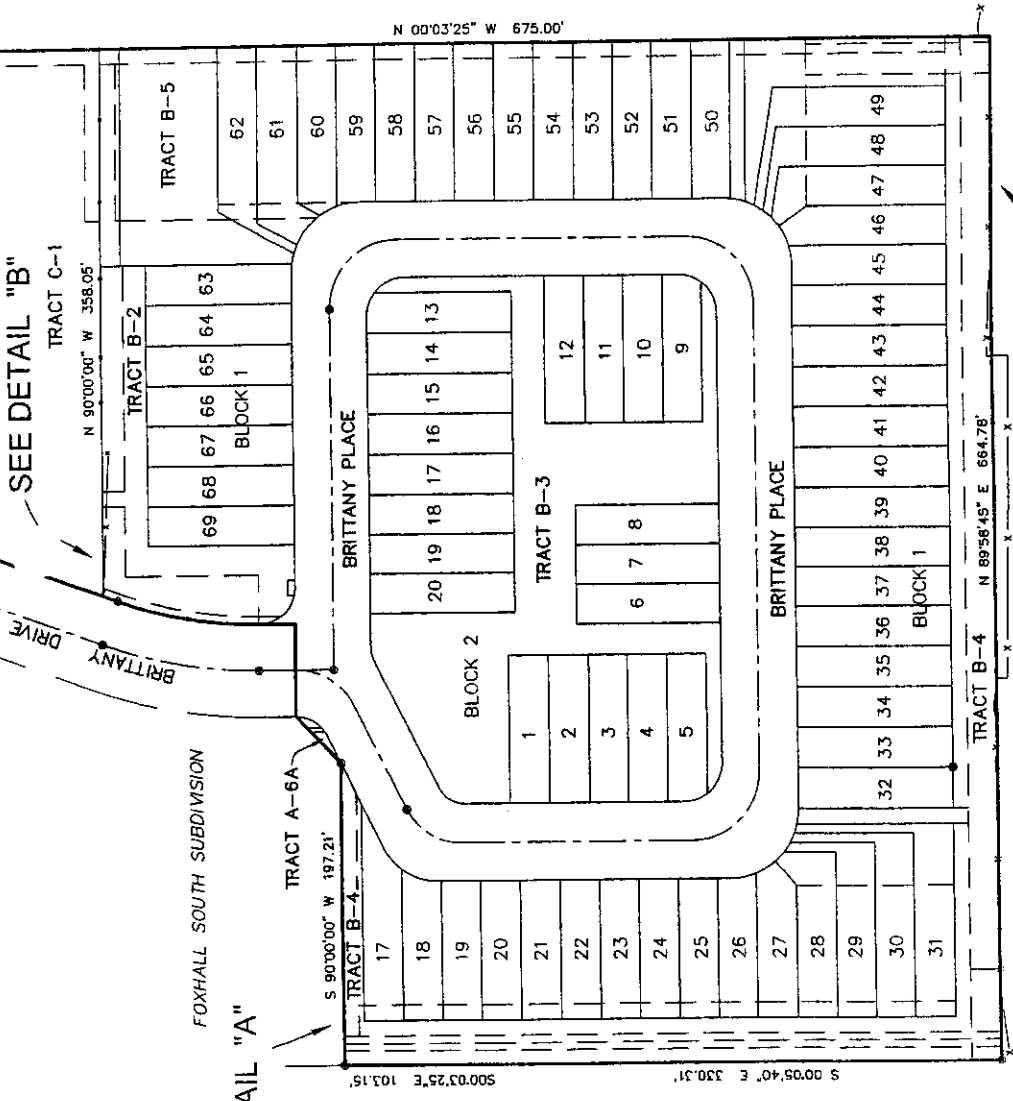
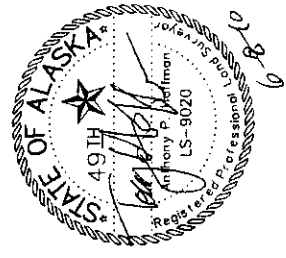


SEE DETAIL "A"

FOXHALL SOUTH SUBDIVISION

SEE DETAIL "B"

FOXHALL SOUTH SUBDIVISION



SEE DETAIL "C"

BARANOF WOODS SUBDIVISION

LANTECH
 LAND & CONSTRUCTION SURVEYORS-PLANNERS-ENGINEERS
 440 West Benson Boulevard, Suite 200
 Anchorage, Alaska 99503
 Phone: 562-5291
 Fax: 561-6626

Date: June 7, 2010
 Work Order: 2010L87

Drawn By: JNZ
 Checked By: APH

Order: 85-231
 Grid: 1639

Scale: 1"=80'
 Plot: 759/18-21
 Pk/Pg: 759/18-21

Order By: Leo von Keltz/Hoffman & Associates
 Legal Description:
 Partial Line Stake & Fence Asbuilt
 Brittany Place of
 Foxhall South Subdivision

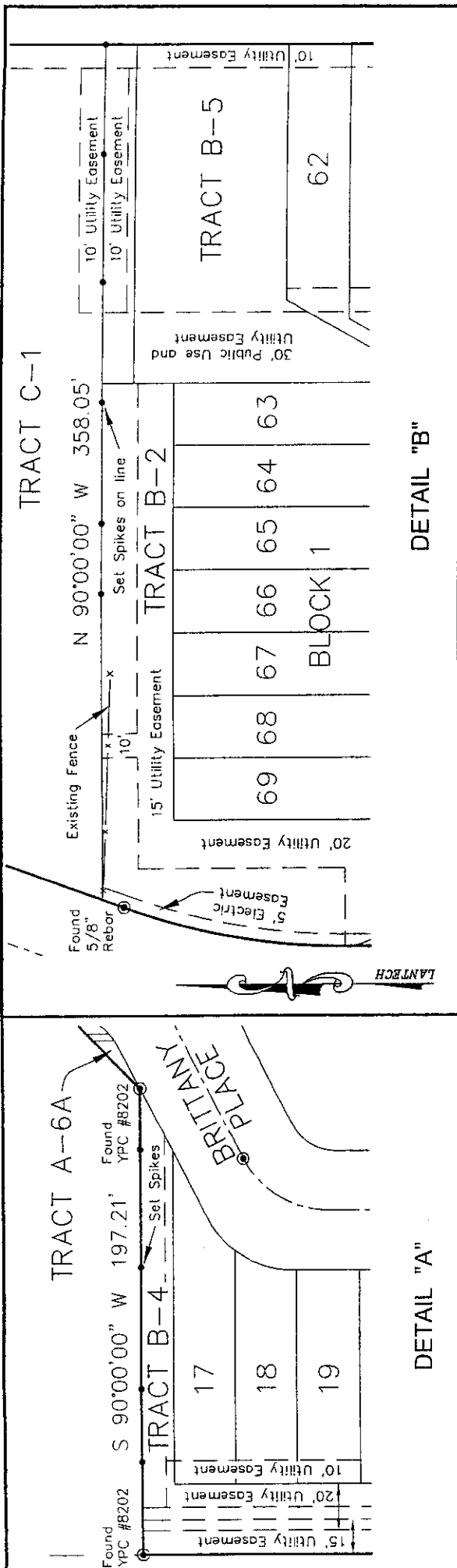
- Legend:
- Found 5/8" Rebar as noted
 - Set 6" Stake on line
 - Existing Fence
 - Easement Line
 - IPC - Yellow Plastic Cap

EXCLUSION NOTES: It is the owners' responsibility to determine the existence of any easements, covenants, or restrictions which do not appear on the recorded subdivision plat.

SURVEY CERTIFICATION: LANTECH has conducted a physical survey of this property as shown on this drawing and to the best of our knowledge and belief, all dimensions have been measured true and correct.

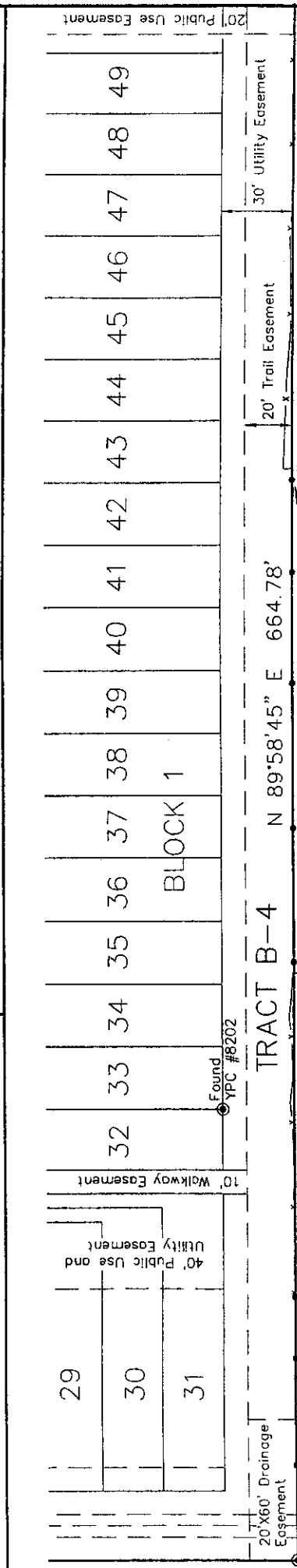
NOTE:
 THIS DRAWING SHALL NOT BE MODIFIED FOR USE AS A PLOT PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF LANTECH.

SHEET 1 OF 2



DETAIL "A"

DETAIL "B"



DETAIL "C"



LANTECH
 LAND & CONSTRUCTION SURVEYORS-PLANNERS-ENGINEERS
 440 West Benson Boulevard, Suite 200
 Anchorage, Alaska 99503
 Phone: 562-5291
 Fax: 561-6626
 Date: June 7, 2010
 Drawn By: JMKZ
 Checked By: APH

Work Order: 2010L87
 Plot: 85-231
 Scale: 1"=40'
 Pk/Prj: 759/18-21
 Crd: 1639

Ordered By: Leo von Keltz/Hoffman & Associates
 Legal Description:
 Partial Line Stake & Fence Asbuilt
 Brittany Place of
 Foxhall South Subdivision

Legend:
 Found 5/8" Rebar as noted
 Set 6" Spikes on line
 Existing Fence
 Easement Line
 YPC - Yellow Plastic Cap

EXCLUSION NOTES: It is the owners' responsibility to determine the existence of any easements, covenants, or restrictions which do not appear on the recorded subdivision plat.
 SURVEY CERTIFICATION: LANTECH has conducted a physical survey of this property as shown on this drawing and to the best of our knowledge and belief, all dimensions have been measured true and correct.