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Exhibit A

DECLARATION
OF CONDITIONS; COVENANTS AND
RESTRICTIONS AND EASEMENTS
PURSUANT TO THE UNIFORM
COMMON INTEREST OWNERSHIP ACT
(AS 34.08, et seq.)

FOR

SUNSET VIEW TOWNHOMES



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CONDOMINIUM DECLARATION OF CONDITIONS;
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
SUNSET VIEW TOWNHOMES

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**CONDOMINIUM DECLARATION OF CONDITIONS;
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
SUNSET VIEW TOWNHOMES**

This Declaration is made this 10th day of FEBRUARY, 2006, by Bengal Groups LLC, 3705 Arctic Boulevard, Number 1334, Anchorage, Alaska (hereinafter referred to as "Declarant").

WHEREAS, the Declarant intends to, and does hereby submit and subject certain real estate, together with all buildings, structures, improvements and other permanent fixtures of whatever kind, and all rights and privileges belonging or in anyway pertaining thereto, to the provisions of the Alaska Uniform Common Interest Ownership Act, A.S. 34.08 of the Alaska Statutes (hereinafter the "Act"); and

WHEREAS, the Declarant desires to establish certain rights, conditions, restrictions, covenants, and easements in, over and upon said real estate for the benefit of Declarant and all future owners of any part of said real estate, and any unit, or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the property and all units; and

WHEREAS, the Declarant desires and intends that the unit owners, mortgagees, occupants and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, conditions, restrictions, covenants and easements hereinafter set forth, all of which are declared to be in furtherance of plan to promote and protect the cooperative aspect for the property and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the property.

NOW THEREFORE, the Declarant, as the titleholder of the real estate hereinabove referred to and described at greater length hereinafter, and for the purposes above set forth, declares as follows:

ARTICLE I

DEFINITIONS AND LEGAL DESCRIPTION OF LAND

Section 1. Legal Description of Land: The real estate which is hereby submitted and subjected to the provisions of the Act is legally described as :

Lot Twenty-Two-A (22A), Block Three (3), Raymond Tedrow Subdivision, according to the plat thereof, filed as Plat 86-116 in the Records of the Anchorage Recording District, Third Judicial District, State of Alaska.



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Said real estate and all improvements thereon and appurtenances thereto shall be known as "Sunset View Townhomes." The address of the Condominium is 11352, 11354 DAWN, Eagle River, Alaska.

Section 2. Definitions: For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

a. "Act" means the Alaska Uniform Common Interest Ownership Act, A.S. 34.08 of the Alaska Statutes, as amended or renumbered from time to time (and any successor statute).

b. "Assessment" or "Assessments" means a share of the Common Expenses, as hereinafter defined, and other special assessments or charges which are from time to time assessed against a Unit and the respective Unit Owner by the Association, all in accordance with this Declaration and the Association Instruments.

c. "Association" means and refers to Sunset View Townhomes Association, an non-profit incorporation, its successors and assigns, which is the means through which the Unit Owners acting as a group shall administer, manage, operate and control the Property. The Association will be governed by and subject to Title 10, Chapter 20 of the Alaska Statutes to the extent it is or may be applicable.

d. "Association Instruments" means the Association's By-laws, as adopted and amended from time to time.

e. "Board of Directors" shall mean those responsible for the management, operations and all aspects of the Association.

f. "Building" shall mean the primary residential structure located on the real estate described in Exhibit A-1 and shown in Exhibit A-2, attached hereto.

g. "By-laws" shall mean the operating rules adopted by the Association.

h. "Common Elements" mean all those portions of the Condominium which are not included in the definition of Unit, including without limitation Limited Common Elements, and all tangible and intangible personal property used in the operation, maintenance and management of the Condominium.

i. "Common Expenses" means the expenses of the Association as defined herein.

j. "Condominium" means the real estate subject to this Declaration and all improvements now or hereafter constructed hereon which shall be known as "Sunset View Townhomes," together with all rights, obligations and easements appurtenant thereto which are by this Declaration made subject to the Act.

k. "Condominium Documents" mean this Declaration, the Condominium



Plat and all exhibits and schedules attached thereto, all as may be amended from time to time as herein provided.

l. "Condominium Plat" means Exhibit A-2 attached hereto, as amended from time to time.

m. "Declaration" means this Declaration which subjects the real estate described in Exhibit A-1 to the Act, and all exhibits and schedules attached hereto, as may be amended from time to time as herein provided.

n. "Declarant" shall mean and refer to Bengal Groups, LLC, and its successors and assigns.

o. "Director" shall mean a member of the Board of Directors of the Association.

p. "Limited Common Elements" means those Common Elements identified in this Declaration or the Condominium Plat as being reserved for the exclusive use and enjoyment of or service to only one of the Units and its Owner.

q. "Majority" shall mean the Condominium Unit Owners with fifty-one percent (51%) or more of the votes assigned to the Units in this Declaration.

r. "Mortgage" means a mortgage or land contract encumbering a Unit.

s. "Mortgagee" means the holder of any mortgage encumbering one or more of the Units or a land contract vendor under a land contract by which equitable title in a Unit was conveyed.

t. "Officer" shall mean an individual appointed by the Board of Directors for the administration of the Association.

u. "Owner" or "Unit Owner" means a Person who holds legal title to a Unit or has equitable ownership to a Unit as a land contract vendee.

v. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity.

w. "Property" shall mean the real estate described in Exhibit A-1 and shown in Exhibit A-2, attached hereto.

x. "Unit" means that part of the Condominium designed and intended for the exclusive and independent use, enjoyment, and possession by, or under the authority of its Owner, as further defined herein.

y. "Unit Number" shall mean the number, letter or combination thereof



identifying a Unit.

ARTICLE II

PROPERTY AND UNITS: SUBMISSIONS TO ACTS

Section 1. Submission of Property to The Act: The Declarant hereby submits the real estate described in Article I and all buildings and improvements constructed thereon to the provisions of the Act. Declarant hereby declares that it is the sole owner of the real property described in Exhibit A-1 attached hereto and incorporated herein by reference, together with all buildings and improvements thereon which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration. The Property shall be held, sold, conveyed, encumbered, mortgaged, leased, occupied, used, improved and in any and all other respects affected subject to provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall be binding upon the Declarant, its successors and assigns, and to all parties hereafter having an interest of any kind in the Property, their heirs, successors and assigns, and all provisions hereof shall inure to the benefit of the Declarant and said parties.

Section 2. Code Identification: Each Unit shall be specifically designated by its Unit Number as set forth in the Condominium Plat which is attached as Exhibit A-2 hereto and hereby made a part of this Declaration. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number and every such description shall be deemed good and sufficient for all purposes, as provided in the act.

Section 3. Description of Building:

a. The Building on the real estate described in this Declaration is two stories in height, and contains two (2) Units connected by common walls.

b. The Building is located as indicated on the Condominium Plat. Each Unit and the approximate area, location, number of rooms, appurtenant Limited Common Elements, and Common Elements to which said Unit has access are generally shown on the Condominium Plat.

c. Each Unit and the undivided percentage interest in the Common Elements appurtenant to each Unit are more particularly identified in Exhibit A-3 attached hereto.

Section 4. Boundaries of Units: Each Unit is _____ in height. Each Unit includes an attached TWO (2) car garage. All Units in the Condominium shall be residential units and shall include one or more contiguous or noncontiguous cubicles of air. The boundaries of each Unit are as follows:

(a) The upper boundary of each Unit is the interior horizontal planes of the undecorated and unfinished ceilings of each room of the Unit (and attached garage) and the



interior horizontal plane of any portions of the Building extending through the roof (chimneys, vents and the like).

(b) The lower boundary of each Unit is the interior horizontal plane of the surface of the basement floor or garage floor, as applicable.

(c) The side boundaries of each Unit are the interior vertical planes of the undecorated and unfinished walls of the Unit (and attached garage); the center line of the common wall separating the Units in the Building and the plane of the outside faces of doors and windows bounding a Unit.

The foregoing boundaries extend to the intersection with each other and shall constitute the Unit. In the case of a Unit with more than one floor, the boundaries delineated by (a), (b), and (c) above shall apply to each of said floor levels and shall include all stairways and stairwells situated therein.

A Unit also includes the following:

(a) Finished surfaces, including paint, wallpaper, carpeting or other flooring, and all original equipment of the Unit, including by way of illustration and not limitation, cabinets, appliances, plumbing and lighting fixtures and the like.

(b) All doors, screens, and windows (including the glass in the window), their interior casements and their opening, closing and locking mechanisms and hardware (including the front entrance door and doors to any patio or deck serving the Unit).

(c) All wall and ceiling mounted electrical fixtures and recessed junction boxes serving them.

(d) All floor, wall, baseboard, ceiling electrical outlets and switches and the junction boxes serving them.

(e) Any cable television connection to the Unit and any junction box serving it.

(f) All plumbing fixtures and the piping, valves, and other connecting and controlling equipment, materials, or devices laying between the fixtures and the main water or sewage lines serving the Unit.

(g) The heating system and air conditioning system (including compressors) serving the Unit, including all transmitting, connecting and controlling equipment, materials or devices which are a part of said systems.

(h) The fireplace system, if any, serving the Unit, including all transmitting, connecting and controlling equipment, materials or devices which are a part of said system.

(i) The interior surfaces of the garage door and of the garage including the



garage door opener.

(j) Modifications, improvements or attachments to the exterior of the Unit (including, but not limited to, awnings and satellite dishes) made with Association approval in accordance with Article V, Section 10 below.

Not included as part of a Unit are any structural components of the Building or any portions of the mechanical system of the Building that are not specifically identified in this Section 4 and which lie within the cubicle or cubicles of air comprising the Unit. No Unit Owner shall own as part of his Unit any pipes, wires, conduits, public utility lines or other structural components running through his Unit and serving more than his Unit, whether or not such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

ARTICLE III

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 1. Ownership of Common Elements: Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements, as identified in Exhibit A-3, attached hereto, as a tenant-in-common with all the Unit Owners of the Property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with such Unit. The use of the Common Elements and the rights of Unit Owners with respect thereto shall be subject to and governed by the Act, this Declaration and the Association Instruments. Notwithstanding the provisions of this Section 1, Limited Common Elements shall be subject to certain use limitations and restrictions as hereinafter provided.

Each Unit's percentage of ownership in the Common Elements shall be subject to such easements as have been granted or may hereafter be granted to any governmental unit or agency or any public utilities.

Section 2. Description of Common Elements And Facilities: The Common Elements shall include all of the Condominium and all improvements and appurtenances thereon except the Units and the fixtures and equipment located in the Units as the same are described above, and shall include, without limitation, the following:

- (a) the land described in Exhibit A-1, which includes the land on which the Building is located.
- (b) the Building exteriors and garage door exteriors, fences (if any), utility services, public utility lines, and water and sewer laterals.
- (c) the foundations, columns, girders, beams, support walls (which shall include all exterior walls and surfaces, structural walls, and walls common to the two Units), roof trusses and roofs and any other improvement not included within the definition of a Unit as provided above.



(d) such community and recreational facilities as may be provided for in the Condominium Instruments, and all improvements and equipment related thereto.

(e) the surface parking and driveway areas, sidewalks, common walkways, pathways, street lighting, lamp posts and fencing not included as parts of Units or the Limited Common Elements.

(f) the pumps, wells, meters, pipes, wires, cables, conduits and other apparatus relating to the water distribution, drainage, power, light, telephone, sewer, heating, air conditioning, ventilating, and plumbing systems, not included as parts of Units or Limited Common Elements and whether or not located within the designated boundaries of a Unit.

(g) the Limited Common Elements, but subject to the usage limitations and restrictions as hereinafter provided.

Section 3. Description of Limited Common Elements and Facilities: A portion of the Common Elements are designated as Limited Common Elements as shown and depicted on the Condominium Plat. Such Limited Common Elements shall be reserved for the exclusive use of the owner or occupant of the designated Unit in the Condominium. The Limited Common Elements shall include the yard, lawn and gardens immediately surrounding a Unit and all walks, lighting fixtures, trees, shrubs and any other plants, fixtures or structures located within each Unit's yard; the porches, sidewalks, patios and decks, if any, appurtenant to an individual Unit (which are reserved for the exclusive use of the Unit to which each is adjacent) and the exterior patio, porch and deck lights; individual Unit utility equipment; the mailbox assigned to each Unit; the driveway servicing each Unit (extending from the Unit garage door to the road); and other Common Elements as are designated Limited Common Elements on the Condominium Plat. The manner of use of the Limited Common Elements shall be governed by this Declaration, the By-laws of the Association as may be established thereunder, and no Unit Owner shall alter, remove, repair, maintain, decorate, landscape or adorn any Limited Common Element, or permit such, in any manner contrary to such By-laws. No major or structural changes shall be made by any Unit Owner to any of the Limited Common Elements without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate.

Section 4. No Partition of Common Elements: There shall be no partition of the Common Elements through judicial process or otherwise until this Declaration is terminated and the real estate and improvements constituting the Condominium are withdrawn from its terms, from the terms of the Act or any other statute creating or regarding condominium ownership; provided, however, that if any Unit is owned by two or more Owners as tenants-in-common, joint tenants or other form of concurrent ownership, nothing set forth herein shall be deemed to prohibit a voluntary or judicial partition of said Unit as between such Owners.



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ARTICLE IV

CONVEYANCE OF UNIT

Section 1. Interests Included in Conveyance: No Unit Owner may sell, convey or transfer any legal or equitable interest in his Unit without including the percentage of ownership interest in the Common Elements and all assets and liabilities of the Association appurtenant to the Unit; and any deed mortgage or other instrument purporting to affect one or more of such interest, without including them all, shall be deemed to include all such rights, title, interests and obligations of the Unit Owner.

ARTICLE V

OTHER PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. Owners Right to Ingress or Egress And Support: Each Owner shall have the right to ingress and egress over, upon and across the Common Elements necessary for access to the Unit and such rights shall be appurtenant to and pass with the title of each Unit.

Section 2. Use of Units:

a. Except as otherwise provided in this declaration, the Units shall be occupied and used only for private residential dwelling purposes and for no other purposes and no trade or business shall be carried on anywhere within said Units; provided, however, that professional and administrative occupations may be carried on within the residences so long as there exists no external evidence thereof.

b. No animal may be kept, bred or maintained for commercial purposes. Animals shall not be allowed at large and shall be under control of a person when outside the Unit of its Owner, shall be walked only in designated open areas and all droppings must be picked up and disposed of by the person in control of such animal. Absent agreement of the Unit Owners, no more than two (2) dogs may be kept in the entire Condominium, divided between the Units as the Unit Owners may agree. Absent agreement of the Unit Owners, no more than one (1) cat may be kept in any one Unit for a total of not more than two (2) cats in the entire Condominium. Exotic animal pets, with the exception of birds and fish, are strictly prohibited.

c. A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (a) any rental for periods less than one (1) year; or (b) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service; or (c) any rental where the lessor furnishes linens, cooking utensils, eating utensils, and/or telephone. By acceptance of a deed to a Unit in the Condominium, the Unit Owner grants, as a condition to the lease of a Unit by the owner, the Association a power of attorney coupled with an interest to bring an eviction action against a tenant of the Unit Owner who has committed a violation if the Unit Owner, after being requested by the Association to evict the tenant, fails to take reasonable action to evict the tenant. The Unit Owner's giving notice terminating, or not renewing, a tenant's lease or rental agreement within



sixty (60) days after an eviction request is delivered to the Unit Owner by the Association by certified U.S. mail or overnight delivery service, such as Fed Ex or UPS, constitutes reasonable action to evict the tenant for purposes of this subsection. Any eviction-related costs incurred by the Association will be a special assessment against the Unit. An eviction action brought by the Association is subject to Sections 34.03.220 – 34.03.400 of the Alaska Statutes. In this subsection, "violation" means a failure to comply with the Declaration, By-laws, or rules of the Condominium Association or any act or omission that constitutes grounds for eviction under Chapter 3 of Title 34 of the Alaska Statutes.

d. In the event of a lease or occupancy agreement affecting a Unit (other than Declarant's), the Association shall have the right to deal with the Unit Owner, or at its option, directly with the tenant/occupant with respect to any issues that may arise relating to the Unit or any default or violation under the Declaration, the By-laws or any rules or regulations established by the Association. No Unit may be owned or occupied by more than three (3) individuals who are unrelated by blood, marriage or adoption. The time-sharing of a Unit or conversion of an ownership interest in a Unit into intervals or segments of time is expressly prohibited.

Section 3. Use of Common Elements:

a. No trade or business may be carried on in the Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed or removed from the Common Element except upon the prior written consent of the Association. No garbage or rubbish containers shall be placed or kept in any Common Elements or Limited Common Elements, other than those areas designated by the Association therefor. No clothesline shall be maintained on the Common Elements or Limited Common Elements and same shall not be used for hanging of clothes, rugs or other articles without prior approval of the Association, which approval will not be unreasonably withheld, conditioned or delayed.

b. An Owner of a Unit shall in no case paint, decorate, or alter the appearance of the Common Elements or exterior of the Building without the consent of the Board of Directors or the Association. No Owner of a Unit may erect, post or display posters, signs or advertising material on or in the Common Elements; provided, however, that any Owner of a Unit may erect or post a temporary sign of customary and reasonable dimension relating to a Unit for sale.

c. Exterior antennae and satellite dishes shall not be placed on the Building or Common Elements without prior approval of the Association, which approval shall not be unreasonably withheld, conditioned or delayed.

d. Parking areas (including driveways on which parking is allowed), whether designated Common Elements or Limited Common Elements, shall be used only for the parking of private passenger automobiles, pickup trucks, motorcycles and bicycles. Such vehicles shall at all times, be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their



vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted or to permit cleaning thereof or the removal of snow therefrom or for similar purposes. No more than two (2) vehicles shall be parked on a driveway, except multiple vehicles may be parked on a driveway on a temporary, short-term basis when several guests may be visiting a Unit at one time.

Section 4. Prohibition of Damage And Certain Activities: Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, would pay without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any government body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees to the Association or to the Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements as may become an annoyance or nuisance (including the use of stereos, musical instruments, televisions, or radios at such time or at such volume as to be objectionable) to any other Owner or to any other person at any time lawfully occupying the Unit.

Section 5. Subdivision of Units: No Unit may be subdivided.

Section 6. Delegation of Use: Any Owner may delegate, in accordance with the By-laws, or this Declaration, his right of enjoyment of the Common Elements and facilities to the members of his family, to his guests or contract purchasers of his Unit and only to said individuals.

Section 7. Construction. In the event any construction or remodeling work shall be performed in or about a Unit by a Unit Owner, or his contacts, agents, servants, and/or employees, said Unit Owner shall be responsible for maintaining and keeping the Common Elements and public areas such as public walks and drives free and clear of debris, dust, and construction materials, and promptly cause the removal of such debris, dust and construction materials as may be placed thereon.

Section 8. Separate Mortgages of Units: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective Ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his own Unit and his own respective ownership interest in the Common Elements.

Section 9. Separate Real Estate Taxes: It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of Ownership in the Common Elements, and provided in the Alaska Common Interest Ownership Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit shall pay his share thereof, the allocation in respect to Common Elements to be in accordance with is respective percentage of



Ownership interest in the common Elements. If there is a disagreement as to the share of each Unit the same shall be determined by an appraiser. In the latter event, to assure the ability of each Unit owner to pay his share of the real estate taxes, the Association may establish an escrow account and require each Unit Owner to pay into such account a sum equal to one-twelfth (1/12th) his share of the estimated real estate taxes each month.

Section 10. Maintenance, Repairs And Replacements:

a. Except as otherwise provided in this sub-paragraph, the Association shall be responsible for the management and control of the Common Elements and the Limited Common Elements and shall cause the same to be maintained, repaired and kept in good, clean, attractive, and sanitary condition, order and repair. The Association responsibilities include all exterior landscaping and lawn mowing and exterior painting including the exterior of garage doors. Notwithstanding the foregoing, in accordance with Article IX of this Declaration, the general rules of law applicable to party walls shall apply for damage to, repair and maintenance of the walls common to two or more Units. Moreover, notwithstanding the foregoing, a Unit Owner shall, at his/her own expense, be responsible for maintaining, repairing and keeping in good, clean, attractive and sanitary condition, order and repair the following Limited Common Elements over which each Unit Owner has exclusive use: any porch, concrete stoop and any concrete walkway connecting the porch to the driveway which are reserved for the exclusive use of said Unit Owner. When performing such maintenance and repair work of these specific Limited Common Elements, however, a Unit Owner shall remain subject to the rules set forth herein which prohibit exterior color changes, modifications and alterations without first obtaining the prior written approval of the Association. There shall be no modification of the Common Elements or Limited Common Elements without the written consent of the Association. In the event the written consent of the Association is granted pursuant to this paragraph for a modification to a Limited Common Element or Common Element, including, but not limited to, a deck extension, additional landscaping, an awning, an antenna or a satellite dish, all maintenance and repair costs for maintenance to and general upkeep of the modified area shall be borne by the particular Unit Owner who requested the modification, and his successors, heirs and assigns. The Association may authorize Unit Owners to perform the Association's responsibilities as they relate to Limited Common Elements appurtenant to each Unit and delegate those duties and obligations to each Unit Owner. Such authorization and delegation may, at any time upon not less than ten (10) days prior written notice, be revoked.

b. Each Unit Owner shall be responsible for keeping his Unit and all of its equipment, fixtures and appurtenances including, but not limited to, pipes, ducts, electrical wiring and conduits, plumbing, heating, and air-conditioning units (including any portions thereof located on a Common Element or Limited Common Element), in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for such maintenance and repair with respect to his Unit. Each Unit Owner shall also be responsible for keeping any exterior modifications, attachments or improvements made to his Unit with Association approval pursuant to sub-paragraph (a) above in good order, condition and repair and in a clean and sanitary condition.



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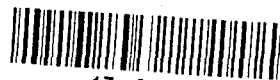
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c. A Unit Owner may make improvements or alterations within his Unit; provided, however, that said improvements or alterations do not impair the structural soundness or integrity, or lessen the support of any portion of the Building, do not reduce the value of the Condominium, and do not impair any easement granted under or pursuant to this Declaration. A Unit Owner may not change the exterior appearance or color of a Unit or the Building, or any portion of the Common Elements, including the Limited Common Elements and specifically including those of the Limited Common Elements for which the Unit Owner is responsible for maintaining pursuant to sub-paragraph (a) above, without first obtaining the express written permission of the Association, which approval may be withheld in the sole discretion of the Association or may be given upon such terms and conditions as the Association deems appropriate. All alterations and improvements must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the Condominium by others, and must not be in violation of any underlying Mortgage or similar security interest. All expenses involved in any such improvement or alteration, including reasonable expenses of the Association in enforcing the provisions of this paragraph (which may be charged as a special assessment to the affected Unit) shall be the responsibility of the Unit Owner involved. The Association shall have the right to recover from a Unit Owner any damage caused to the Common Elements or Limited Common Elements by said Unit Owner or his guests, agents, invitees, representatives or contractors in conjunction with the installation, maintenance, or removal of any modification approved hereunder. In the event a legal action is commenced to recover said damages, the Association shall also have the right to recover all costs of said action, including reasonable attorneys fees.

d. In the event that the need for maintenance, repairs or replacement is, the cost of such maintenance, repairs or replacement shall be added to and become a part of the assessment to which such Owner's Unit is subject. In the event of damage to the Common Element caused by or through the willful or negligent act of an Owner, his family, guests or invitees which results in an insurance claim, the Unit Owner who is liable for such damage will pay the full amount of any deductible for such damage and it will become part of the assessment to which such Owner's Unit is subject.

e. If, in the reasonably exercised discretion of the Board, maintenance or repair of a Unit or the Limited Common Elements is necessary to protect the Common Elements or any portion of the Building, and the affected Unit Owner has failed or refused to perform or at least undertake to perform such maintenance or repair within fourteen (14) days after written notice of the necessity of such repair or maintenance has been given to the Owner, then in such events the Association may undertake such maintenance or repair and levy a special assessment against the Owner and his Unit for the cost thereof.

f. The Association or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Association is responsible or which is permitted hereunder; and may likewise enter upon any patio deck, steps or porch for maintenance, repair, construction and painting. Such entry shall be made with as little inconvenience to the affected Unit Owner as reasonably practicable, and any damage caused thereby shall be repaired by the Association as a Common Expense. In the event of any emergency originating in, or threatening, any Unit, or in the event of the Unit Owner's absence



from a Unit at a time when required repairs, maintenance or construction are scheduled, the Association or its agents, or any other Person designated by the Board, may enter the Unit immediately, whether such Unit Owner is present or not. The Association reserves the right, but shall not be obligated, to retain a pass key to each Unit, and no locks or other devices shall be placed on the doors to any Unit to obstruct entry through the use of such pass key.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership: Every Owner of a Unit shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be a member. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned by him. Each such membership shall be appurtenant to the Unit. No person or entity other than an Owner of a Unit or Declarant may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a mortgage on a Unit.

Section 2. Vote Per Unit: All Owners shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any Unit the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Board of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Board applicable to all voted until rescinded.

Section 3. Unit Value For Voting: The interest for each Unit shall be fifty percent (50%) and shall serve as a basis in determining the voting interest for each Unit on matters for determination by Unit Owners and as to their matters described in the Act.

Section 4. Amplification: The provisions of this article may be amplified by the Association Instruments; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE VII

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Elements: The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements including, by way of illustration:

(a) Maintaining, repairing, decorating and replacing the Common Elements (except to the extent such maintenance, repair, decorating and replacement is the responsibility of the Unit Owner), including, by ways of illustration, landscaping, gardening, snow removal,



painting, cleaning, servicing, and resurfacing walkways and driveways.

(b) Keeping the Common Elements in good repair and in a clean and attractive condition.

Section 2. Services: The Association may obtain and pay for the services of any Person to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Elements or the enforcement of the Condominium Documents.

Section 3. Personal Property For Common Uses: The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Elements. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto.

Section 4. Rules And Regulations: The Association may, by action of its Board taken in accordance with the Bylaws, adopt such reasonable Association Rules and Regulations as it may deem advisable for the maintenance, conservation and beautification of the Condominium, and for the health, comfort, safety and general welfare of the Unit Owners and in furtherance of the rights and duties of the Unit Owners, the Association and the Declarant hereunder. Written notice of such Rules and Regulations shall be given to all Unit Owners, and the Condominium shall at all times be maintained, used, occupied and enjoyed subject to such Rules and Regulations.

Section 5. Implied Rights: The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege or reasonable necessary to effectuate any such right or privilege. The Association shall have all rights, powers and authority granted to unincorporated associations as now or hereafter provided by law or statute including, without limitation, the power to own property, contract for goods or services, borrow funds, institute or defend litigation, as a legal entity separate from the Unit Owners and such other powers and authority as provided in Title 10, Chapter 20 of the Alaska Statutes, to the extent applicable.

Section 6. Personal Liability: No Director or Officer of the Association shall be personally liable to any Unit Owner or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such Officer or Director acting in such capacity, provided such person acted in good faith, without willful or intentional misconduct.



ARTICLE VIII

COVENANT FOR ASSESSMENTS

Section 1. Agreement to Pay Assessment: The Declarant, for each Unit owned by it, hereby covenants, and each Owner of any Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purposes provided in the Declaration the share of the Common Expenses of Association assessed against such Owner's Unit. "Common Expenses" shall include, by way of illustration and not limitation, expenses incurred by the Association for casualty and liability insurance, repairs, maintenance, replacement, management services, landscaping, amenity maintenance and servicing, reserves, capital improvements, acquisition of property necessary to the conduct of Association affairs, office supplies and such other reasonable and necessary expenses as determined by the Association's Board from time to time. No Unit Owner may except himself from liability for contribution to the Common Expenses by waiver of use and enjoyment of any of the Common Elements or by abandonment of his Unit.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Elements, and such emergency repairs as the Association may deem necessary.

Section 3. Annual Assessments: The Board of Directors of the Association shall from time to time, and at least annually, prepare a budget and fix the annual assessment which may include reserves for replacement of Common Elements.

Section 4. Special Assessment For Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purposes of: (a) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements including fixtures and personal property related thereto; (b) offsetting shortages resulting from non-collection of the annual assessment or underestimation; and (c) unusual or unpredicted cost such as the cost of collection of annual assessments or enforcement of the provisions of the Declaration.

Section 5. Special Assessment Against a Particular Unit: Special assessments may be made by the Board against a particular Unit Owner and his Unit for:

a. Costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit.

b. Costs, expenses and actual attorneys' fees incurred in, or in anticipation of any suit, action or other proceeding to enforce the Act, the Declaration or the By-laws, where there is found to be a violation thereof.



imposed pursuant to the Bylaws of the Association. If a Unit is owned by more than one Owner, such liability shall be joint and several. This liability shall not terminate upon the voluntary or involuntary transfer of the Unit. The assessment of Association Assessments, together with such interest as Association may impose by its Bylaws for delinquencies and costs of collection (including reasonable attorneys' fees and expenses), shall constitute a lien on the Unit against which the assessment has been made as provided in this Article VIII and the Association's Bylaws.

b. A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) a line and encumbrances recorded before the recordation of the Declaration; (2) a first security interest on a 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. This subsection 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 A.S. 09.38.010.

c. When a Unit Owner fails to pay Association Assessments when due, the Association may bring an action at law against the Owner personally or foreclose the lien against the Unit in like manner as a lien is foreclosed under A.S. 34.35.005 against real estate. In any such foreclosure, the defendant Unit Owner shall be required to pay a reasonable rental for such Unit during any such period after the entry of judgment for foreclosure and prior to the eviction of the Unit by such Unit Owners. A judgment or decree in any action brought under this Section for enforcement of the lien is also enforceable by execution under A.S. 09.35.010.

Section 9. Responsibility of Transferees For Unpaid Assessments: In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid Assessments against the Unit up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. Any Unit Owner or prospective Unit Owner shall be entitled to a statement from the Association setting forth the amount of the unpaid Assessments against the transferor and due to the Association, and such transferee shall not be liable for, nor shall the Unit conveyed by subject to, a lien for any unpaid Assessments made by the Association against the transferor in excess of the amount therein set forth. The Association shall have the right to charge a reasonable fee for such statements.

ARTICLE IX

PARTY WALLS

Section 1. General Rules of Law to Apply: Notwithstanding any provision to the contrary set forth in this Declaration, each wall which is a part of the original construction of the Building and serves as a dividing line between the Units shall constitute a party wall, and the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.



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same. All insurance proceeds received by the Association as a result of any damage or destruction to the Condominium shall be applied to the cost of repair or reconstruction. In the event the available insurance proceeds are insufficient to pay in full the cost of repairs or reconstruction, then in such event the shortfall shall be assessed to the Unit Owners as a special assessment in the manner provided in the Bylaws.

ARTICLE XI

CONDEMNATION

In the event of a "taking under the power of eminent domain" as defined in the Act, the Association shall proceed with rebuilding, relocation or restoration and/or an allocation of any award as provided in the Bylaws or, if not provided for in the Bylaws, in the Act. In any event, if the taking under the power of eminent domain is to the extent where the remaining Condominium portion has been diminished to such an extent that reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners. In the case of partition, the net proceeds of sale, together with any net proceeds of the award for taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Percentage Interest and shall be distributed in accordance with the priority of interests in each Unit. A taking of all or part of a Unit may not include any of the Percentage Interests or vote appurtenant to the Unit. The Owner of each Unit taken shall have the individual right of appeal of the necessity of taking and of the condemnation award made for the taking. The Association shall have the right of appeal of the necessity of taking of the Common Elements and the right of appeal of the condemnation award made for the taking of the Common Elements. An appeal by the Association shall be binding upon the Unit Owners for the necessity of taking or the condemnation award made for the taking of the Common Elements. Unit Owners having an interest in the ownership of Limited Common Elements may individually or as a group appeal the necessity of taking or the condemnation award made for the taking of the Limited Common Elements.

ARTICLE XII

NOTICES

All notices and other documents required to be given by this Declaration or by the Bylaws of the Association, shall be sufficient if given to one registered owner of a Unit regardless of the number of Owners who have an interest therein. Notices and other documents to be served upon the Association shall be personally served on the agent specified for receipt of process herein or mailed by certified mail return receipt requested to the agent specified for receipt of process herein at the address of that agent as provided herein. All Owners shall provide the Secretary of the Association with the address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to giving of such a notice by mailing it or having it delivered personally to such address as is on file with him. If the Unit Owners fail to provide such address, the Secretary shall be deemed to have discharged his duty with respect to the giving of such notice by mailing it or having it delivered personally to the Unit.



ARTICLE XIII

EASEMENTS AND RESERVATIONS

Section 1. Utilities And Services: Declarant hereby grants for the benefit of the Unit Owners, and hereby reserves for itself and grants for the use and benefit of the Declarant, the Condominium, the Association and such public utility companies, private utility companies, private service companies and others as designated by the Declarant, in its sole and absolute discretion, and to their respective successors and assigns, a non-exclusive perpetual easement in common, in, under and through the Condominium for purposes of installation, construction, operation, maintenance repair, replacement and removal of all underground utilities and public and private service lines and equipment, including, but not limited to, electric, telephone, natural gas, water, sanitary sewers, storm sewers, security, cable television, master television antennae and similar systems and all necessary surface and above-ground equipment and structures appurtenant thereto, for purposes of so serving the Condominium. All property damaged or destroyed in the exercise of rights declared or granted pursuant to this Section shall be repaired, restored or replaced as promptly as possible by, and at their expense of, the Person exercising such rights.

Section 2. Police And Fire Protection: A perpetual easement is hereby granted for the free and uninterrupted access to and throughout the Condominium for any and all legally designated law enforcement agency and all fire department personnel and equipment in the performance of their duties.

Section 3. United States Post Office: A perpetual easement is hereby granted for the free and uninterrupted access to and throughout the Condominium for any and all legally designated representatives of the United States Postal Service personnel and equipment in the performance of their duties.

Section 4. Easements to Run With The Land: All rights and easements described herein are (unless otherwise expressly provided) perpetual rights and easements appurtenant to and running with the land and shall be binding upon, and inure to the benefit of, the Declarant, the Association and any Unit Owner, purchaser, mortgagee and other Person having any interest in the Condominium or any part thereof. Reference in any deed of conveyance, mortgage, trust deed or other instrument affecting any part of the Condominium to this Declaration shall be sufficient to create and reserve such rights and easements to the respective grantees, mortgagees and trustees named as fully as though such rights and easements were set forth in their entirety in such instrument. The Property is subject to all easements of record depicted on the Condominium Plat.

ARTICLE XIV

SPECIAL PROVISIONS REGARDING DECLARANT

Section 1. Rights of Ingress/Egress: The Declarant reserves for itself the non-exclusive easement and right of ingress and egress on, over and under the Common Elements or any Unit owned by the Declarant for the purpose of marketing of Units and such other activities



and matters related to the sale of Units as determined by the Declarant in its reasonably exercised discretion.

Section 2. Reservation of Rights: The Declarant reserves the right, until all of the Units have been sold by Declarant, or for two (2) years from the date of this Declaration, whichever comes first, exercisable in its reasonably exercised discretion, to (i) maintain an unsold Unit as a sales office or model; (ii) lease any Unit which Declarant owns until such time as the Declarant is able to sell the Unit to a purchaser, the terms and conditions of which leases shall be determined by the Declarant in its sole discretion; (iii) conduct marketing activities on or about the Common Elements; (iv) place signs on or about the Common Elements advertising and marketing the sale of Units; and (v) in furtherance of the foregoing, to exercise its rights of ingress and egress as provided above. The rights provided for herein may be exercised by the Declarant with no cost or expense chargeable to it by the Association, excepting Common Expenses properly assessed against Units owned by Declarant pursuant to this Declaration.

Section 3. No Impairment of Declarant's Rights: No Unit Owner or the Association shall take any action, or fail or refuse to take any action, whether or not requested by Declarant, which would in any manner impair, impede, limit, alter or prevent the sale by Declarant of the Units or the rights reserved or granted to the Declarant under this Declaration, or make more costly or burdensome such sale of Units or the exercise of such rights by Declarant hereunder.

ARTICLE XV

MORTGAGEE PROTECTION

Section 1. Introduction: This Article establishes certain standards and covenants that 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 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 interest 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 3. Notice of Actions: The Association shall give prompt notice to each eligible mortgagee and eligible insurer of:

a. Any condemnation loss or any casualty loss which affects a material portion of the Common Interest Community or any unit in which there is a first security interest held, insured or guaranteed by such eligible mortgagee or eligible insurer, as applicable; if such loss of taking or damage to a condominium unit exceeds \$10,000.

b. Any delinquency in the payment of common expense assessments owed by an owner, or any other default under the documents, 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 that would require the consent of a specified percentage of eligible mortgagees as specified in Section 4;

e. Any judgment rendered against the Association.

Section 4. Consent Required:

a. Document Changes. Notwithstanding any lower requirement permitted by this Declaration or the Act, no amendment of any material provision of the documents by the Association or Unit Owners described in this subsection 4(a) may be effective without the consent of the Unit Owners and until approved in writing by the eligible mortgagees. The foregoing approval requirements do not apply to amendments effected by the exercise of any development right. Material includes, but is not limited to, any provision affecting:

- (1) assessment, assessment liens or subordination of assessments;
- (2) voting rights;
- (3) reserves for maintenance, repair, and replacement of common elements;
- (4) responsibility for maintenance and repairs;

(5) reallocation of interests in the Common Elements or Limited Common Elements except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the eligible mortgagees holding security interests in such units must approve such action;

(6) rights to use Common Elements and Limited Common Elements;

(7) partition or subdivision of units except that when boundaries of only adjoining units are involved, or a unit is being subdivided, then only those Unit Owners and the eligible mortgagees holding security interests in such unit or units must approve such action;

(8) convertibility of units into common elements or common elements into units;

(9) expansion or contraction of the Common Interest Community, or the addition, annexation or withdrawal of property to or from the Common Interest Community;

(10) insurance or fidelity bonds;



- (11) leasing of units;
- (12) imposition of restrictions on a Unit Owner's right to sell or transfer his or her unit;
- (13) establishment of self-management when professional management had been required previously by any eligible mortgagee;
- (14) restoration or repair of the project after a hazard damage or partial condemnation in a manner other than specified in the documents;
- (15) termination of the Common Interest Community after occurrence of substantial destruction or condemnation; and
- (16) the benefits of mortgage holders, insurers or guarantors.

b. Actions. Notwithstanding any lower requirement permitted by this Declaration or the Act, the Association may not take any of the following actions other than rights reserved to the Declaration as special Declarant rights without the approval of the eligible mortgagees:

- (1) 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);
- (2) The establishment of self-management when professional management had been required previously by any eligible mortgagee;
- (3) the restoration or repair of the property (after a hazard damage or partial condemnation) in a manner other than that specified in the instruments or use of hazard insurance proceeds for losses to any condominium property, whether to a unit or to the common elements, for other than the repair, replacement or reconstruction of such improvements;
- (4) the termination of the Common Interest Community for reasons other than a substantial destruction or condemnation, as to which eligible mortgagee approval is also required;
- (5) the alteration of any partition or creation of any aperture between adjoining units (when unit boundaries are not otherwise being affected), in which case only the owners of units affected and eligible mortgagees of those units need approve the action;
- (6) the merger of this Common Interest Community with any other Common Interest Community;
- (7) 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);

(8) the assignment of the future income of the association, including its right to receive common expense assessments; and

(9) any action taken not to repair or replace the property.

c. The Association may not change the period for collection of regularly budgeted common expense assessments to other than monthly without the consent of all eligible mortgagees.

d. The failure of an eligible mortgagee to respond within thirty (30) days to any written request of the Association for approval of a non-material addition or amendment to the documents shall constitute an implied approval of the addition or amendment.

Section 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.

Section 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 if:

a. the Common Interest Community contains fifty (50) or more units in which case the cost of the audit shall be a common expenses; or

b. any eligible mortgagee or eligible insurer requests it, in which case the eligible mortgagee or eligible insurer shall bear the cost of the audit.

Section 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 8. Attendance At Meetings: Any representative of an eligible mortgagee or eligible insurer may attend any meeting that a Unit Owner may attend.

Section 9. Appointment of Trustee: In the event of damage or destruction under Article X or condemnation of all or a portion of the community, any eligible mortgagee may require that such proceeds to be payable to a Trustee appointed by the Association. Such Trustee may be required to be a corporate trustee licensed by the State of Alaska. Unless otherwise required, the members of the Executive Board acting by majority vote through the president may act as Trustee.

ARTICLE XVI



GENERAL PROVISIONS

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

Section 2. Severability: If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

Section 3. Failure of Association to Insist on Strict Performance Not Waiver: The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restriction of the Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, and such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of a Unit Owner, with knowledge of the breach of any covenant thereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

Section 4. Termination: This Declaration may be terminated only by the unanimous consent of all of the Owners of all Units and all of the parties holding mortgages, liens or other encumbrances against any of the said Units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners and parties holding any mortgage, liens or other encumbrances. The instruments necessary for such termination shall be recorded in the Anchorage Recording District, Third Judicial District, State of Alaska.

Section 5. Amendments: Except as hereinafter limited or provided, this Declaration may be amended by an instrument signed by the Unit Owners; provided, however, that such amendment shall not substantially alter any of the rights or obligations of the Owners and/or members.

No Amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any Mortgage or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein, in favor of any Mortgagee or in favor of the Developer without the consent of all such Mortgagees or the Developer, as the case may be.

Any amendment must be recorded in the Anchorage Recording District, Third Judicial District, State of Alaska.



Section 6. Covenants to Run With Land: The provisions of this Declaration shall be deemed and taken to be covenants running with the land and shall be binding upon any Person having at any time any interest or estate in the Condominium.

Section 7. Number And Gender: Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

Section 8. Captions: The captions and article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

Section 9. Governing Law. This Declaration and the Association Instruments established hereunder shall be governed by and construed under the laws of the State of Alaska and by the Act, as now or hereafter enacted, renumbered or amended.

Section 10. Service of Process. The person to receive service of process for the Association shall be its Registered Agent, which designation and any changes thereof shall be filed with the Division of Corporations of the State of Alaska as provided in A.S. 10.20.026 – 10.20.036. The initial registered agent is Bengal Groups, LLC.

IN WITNESS WHEREOF, the said Declarant has caused these presents to be signed this _____ day of _____, 20__.

BENGAL GROUPS LLC

Valery R. Ali

By:
Its:

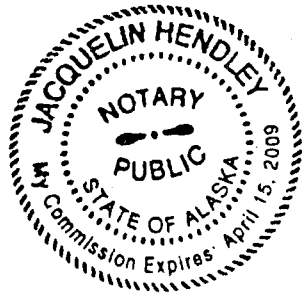
STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

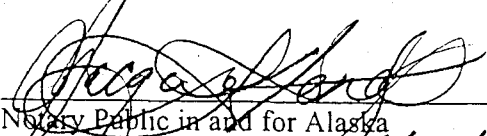
THIS IS TO CERTIFY, that on this day of Feb 14, 2006 before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Valery Rae Ali, known to me to be the owner of the corporation named in and which executed the within and foregoing instrument; and he acknowledged to me that he signed the same freely and voluntarily on behalf of the corporation for the uses and purposes



therein mentioned.

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




Notary Public in and for Alaska
My Commission Expires: 4/15/09

Attachments:

- Exhibit A-1 - Legal Description of Condominium
- Exhibit A-2 - Condominium Plat
- Exhibit A-3 - Identification of Units

Return to : Alyzka Title
3801 Central Point Blvd
Anchorage, AK 99503



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EXHIBIT A-1

Legal Description

SUNSET VIEW TOWNHOMES will be a single-phase condominium project located on one parcel of land described as: Lot Twenty Two-A (22A), Block Three (3) of Raymond Tedrow, according to Plat 86-116, filed in the records of the Anchorage Recording District, Third Judicial District, State of Alaska. Sunset View Townhomes has two (2) units; 11352 Dawn Street (also known as unit #1), and 11354 Dawn Street (also known as unit #2).



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EXHIBIT A-2

Condominium Plat

(Attached Hereto)



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SUNSET VIEW CONDOMINIUMS

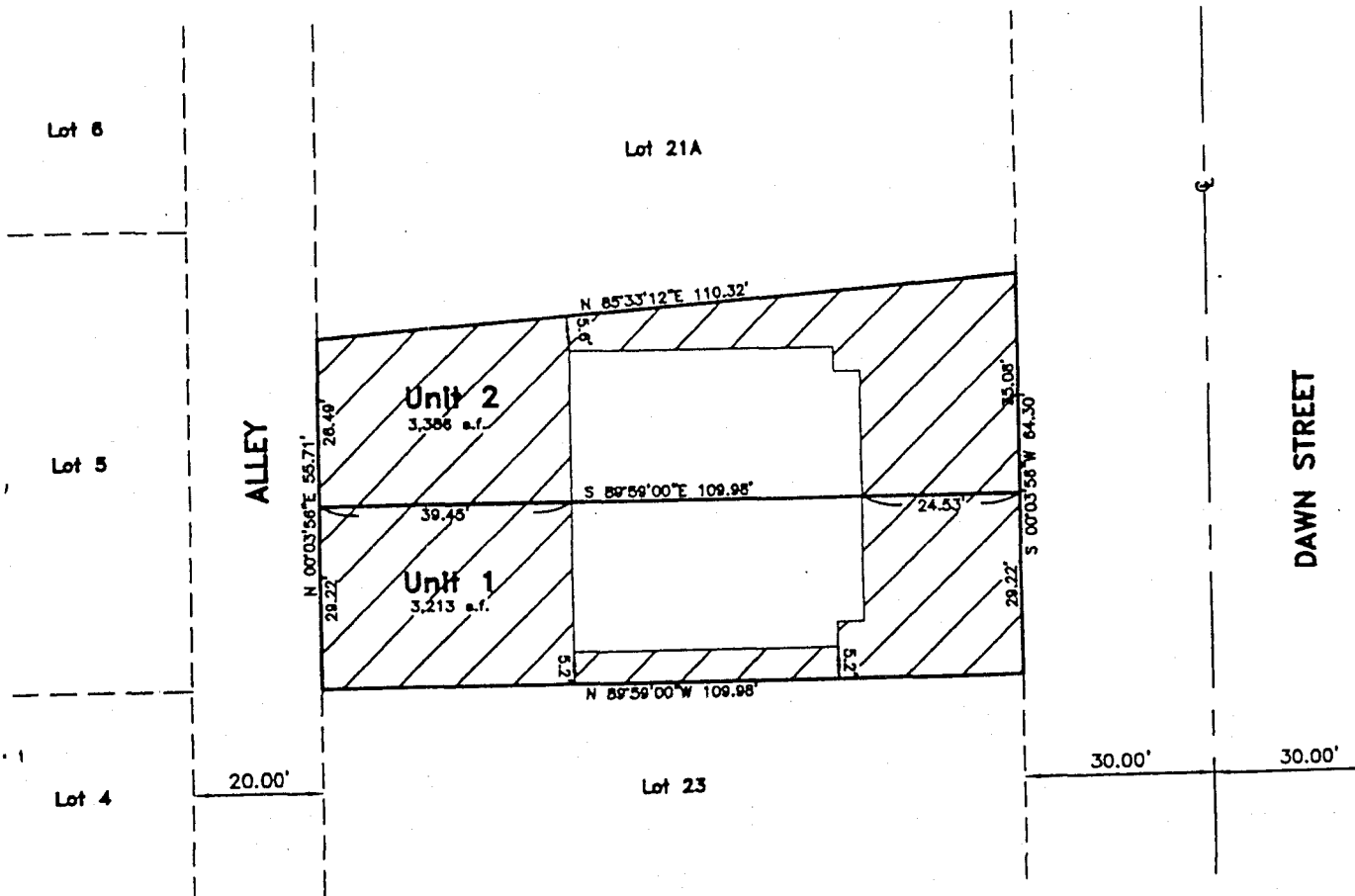


EXHIBIT A-3

Identification of Units

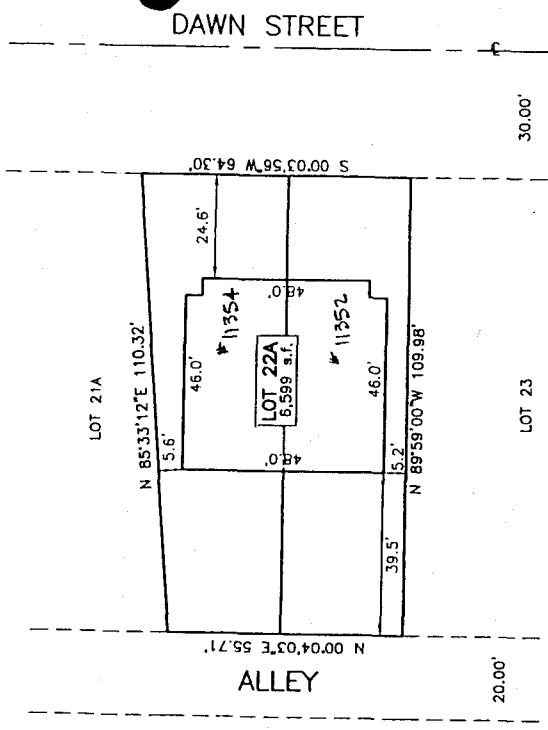
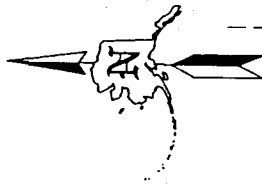
TABLE OF INTEREST

Unit No.	Percentage Share of Expenses and Interest in Common Elements	Votes in the Affairs of Association
1 (11352 Dawn St.)	50%	1
2 (11354 Dawn St.)	50%	1



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A-3



FOUNDATION ONLY

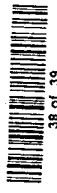
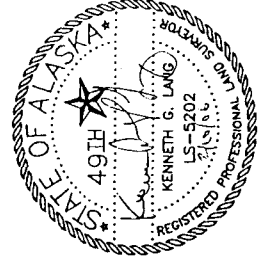
PLOT PLAN AS BUILT X SCALE 1" = 30' GRID NW 0152 Project No. 05-244

Lang & Associates, Inc. 11500 Daryl Avenue, Anchorage, Alaska 99515-3049
Registered Land Surveyors (907) 522-6476 Phone (907) 522-4625 Fax
kglangis@alaska.net / jlangis@alaska.net

I hereby certify that I have surveyed the following described property:
LOT 22A, BLOCK 3, RAYMOND TEDROW SUBDIVISION (PLAT 86-116)
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
assessments on said property except as indicated hereon.

Dated this the 10th Day of February, 2006, 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.



2006 04 19 7:20 A

