

RESTATED DECLARATION

FOR

MOUNTAIN ASH  
CONDOMINIUMS

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ANCHORAGE RECORDING DISTRICT

## RESTATED DECLARATION

## FOR

## MOUNTAIN ASH CONDOMINIUMS

(formerly Tamarak II and Tamarak III Condominiums)

The purpose of this Restated Declaration (hereinafter "Declaration") is to bring the project formerly known as Tamarak II and III Condominiums, and now known as Mountain Ash Condominiums, into compliance with the provisions of the Uniform Common Interest Ownership Act, AS 34.08, of the State of Alaska. This Restated Declaration will replace and supersede the following documents:

1. Declaration and documents submitted to the Horizontal Property Regimes Act for Tamarak II recorded September 24, 1971, in Book 204 at Page 958, et seq., Anchorage Recording District;
2. Amendment to Declaration recorded February 15, 1980, in Book 473 at Page 0557, et seq., Anchorage Recording District;
3. Declaration and documents submitted to the Horizontal Property Regimes Act for Tamarak III recorded September 12, 1972, in Book 211 at Page 84, et seq., Anchorage Recording District; and
4. Amendment to Declaration recorded February 15, 1980, in Book 473 at Page 0568, et seq., Anchorage Recording District.

The Declaration is restated as follows:

MOUNTAIN ASH CONDOMINIUM ASSOCIATION, INC., AN ALASKA NON-PROFIT CORPORATION (hereinafter "Declarant"), with an office in Anchorage, Alaska, hereby submits the following described real property in Anchorage, Alaska, to the provisions of the Common Interest Ownership Act, Chapter 34.08 of the Alaska Statutes, for the purpose of creating Mountain Ash Condominiums. The real property covered under this Declaration is described as:

That certain piece of parcel of land located within Lot One (1), Block Twenty-two (22), of the RUSSIAN JACK SUBDIVISION, UNIT NUMBER ONE (1), Anchorage Recording District, Third Judicial District, State of Alaska; and

Lot Two (2), Block Twenty-two (22), of the RUSSIAN JACK SUBDIVISION, according to Plat No. 72-171, filed on August 17, 1972 in the Anchorage Recording District, Third Judicial District, State of Alaska, EXCEPTING THEREFROM the East thirty feet (E 30') of the West sixty

feet (W 60') of the North fifty-seven feet (N 57') of the South one hundred sixty-seven feet (S 167') of said Lot Two (2).

#### PLUS

An undivided fifty percent (50%) interest in the dedicated common area described as the East thirty feet (E 30') of the West sixty feet (W 60') of the North fifty-seven feet (N 57') of the South one hundred sixty-seven feet (S 167') of Lot Two (2), Block Twenty-two (22), RUSSIAN JACK SUBDIVISION, UNIT NO. 1, according to the official plat thereof, filed under Plat No. 70-201, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Declarant submits the above-described property to the provisions of the Uniform Common Interest Ownership Act.

#### 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 VII of this Declaration and are shown on Exhibit "B".

Section 1.3 - Association. MOUNTAIN ASH CONDOMINIUM 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. Each portion of the Common Interest Community other than a Unit as defined herein and as more fully described on Exhibit "A" attached hereto.



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 Declaration for MOUNTAIN ASH CONDOMINIUMS.

Section 1.8 - Declarant. MOUNTAIN ASH CONDOMINIUM ASSOCIATION, INC., an Alaska non-profit 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 - Director. A member of the Board of Directors.

Section 1.11 - Documents. The Declaration, Plat and Plans which have been recorded and filed, the Bylaws, and the Resolutions as recorded in the Book of Resolutions of the Association, as they may be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document.

Section 1.12 - 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 XIV.

Section 1.13 - 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 XIV.

Section 1.14 - Executive Board. The Board of Directors of the Association.

Section 1.15 - Floor Plans. Those floor plans or Unit descriptions filed with this Declaration as Exhibit "B", as they may be from time to time amended.

Section 1.16 - 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, fences, trees and shrubbery planted by the Association, paving, utility wires, pipes, and light poles.

Section 1.17 - Limited Common Areas. The portion of the common elements allocated for the exclusive use of one or more but fewer than all the unit owners by the Declaration or by operation of Subsections (2) and (4) of AS 34.08.100, and as more fully described in Exhibit "C" to this Declaration.

Section 1.18 - Majority or Majority of Unit Owners. The owners of at least 51% 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 the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 20.1 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 20.2 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 - Property. The land and all Improvements, easements, rights and appurtenances which have been submitted to the provision of the Act by this Declaration, sometimes hereinafter also referred to as the "Project".

Section 1.24 - 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 Board of Directors pursuant to this Declaration. Such rules are as found in the Book of

Resolutions for the Association, as such resolutions may be amended from time to time.

Section 1.25 - 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 1.26 - Trustee. The entity which may be designated by the Board of Directors 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 Board of Directors from time to time constituted, acting by majority vote, as executed by the President and attested by the Secretary.

Section 1.27 - Unit. A physical portion of the Common Interest Community designated for separate ownership or occupancy.

Section 1.28 - Unit Owner. The Person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation.

## 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 MOUNTAIN ASH CONDOMINIUMS.

Section 2.2 - Association. The name of the Association is MOUNTAIN ASH CONDOMINIUM 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:

That certain piece of parcel of land located within Lot One (1), Block Twenty-two (22), of the RUSSIAN JACK SUBDIVISION, UNIT NUMBER ONE (1), Anchorage Recording District, Third Judicial District, State of Alaska; and

Lot Two (2), Block Twenty-two (22), of the RUSSIAN JACK SUBDIVISION, according to Plat No. 72-171, filed on August 17, 1972 in the Anchorage Recording District, Third Judicial District, State of Alaska, EXCEPTING THEREFROM the East thirty feet (E 30') of the West sixty feet (W 60') of the North fifty-seven feet (N 57') of the South one hundred sixty-seven feet (S 167') of said Lot Two (2).

#### PLUS

An undivided fifty percent (50%) interest in the dedicated common area described as the East thirty feet (E 30') of the West sixty feet (W 60') of the North fifty-seven feet (N 57') of the South one hundred sixty-seven feet (S 167') of Lot Two (2), Block Twenty-two (22), RUSSIAN JACK SUBDIVISION, UNIT NO. 1, according to the official plat thereof, filed under Plat No. 70-201, in the 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. The Common Interest Community contains forty-eight (48) units contained in eight (8) buildings. Each of the 8 buildings is of wooden frame construction, 93' x 45".

Section 4.2 - Boundaries. The boundaries of each Unit are as shown on the Plat and Plans for the project and are described as follows:

(a) Upper Boundary: The horizontal or sloping plane or planes of the unfinished lower surfaces of the ceiling bearing structure surfaces, beams and rafters and of closed fireplace dampers, extended to an intersection with the vertical perimeter boundaries.

(b) Lower Boundary: The horizontal plane or planes of the undecorated or unfinished upper surfaces of the floors, extended to an intersection with the vertical perimeter boundaries and open

horizontal unfinished surfaces of trim, sills, and structural components.

(c) Vertical Perimeter Boundaries: The planes defined by the inner surfaces of the studs and framing of the perimeter walls; the unfinished inner surfaces of poured concrete walls; the unfinished surfaces of the interior trim, fireplaces, and thresholds along perimeter walls and floors; the unfinished outer surfaces of closed windows and closed perimeter doors; and the innermost unfinished planes of all interior bearing studs and framing of bearing walls, columns, bearing partitions, and partition walls between separate Units.

(d) Inclusions: Each Unit includes the spaces and improvements lying within the boundaries described in Section 4.2 (a), (b) and (c) above, and also includes the spaces and improvements within such spaces containing any space heating, water heating and air switches, wiring, pipes, ducts, conduits, smoke detector system and television, telephone, and electrical receptacles and light fixtures and boxes serving that Unit exclusively, the surface of the foregoing being the boundaries of such Unit, whether or not such spaces are contiguous.

(e) Exclusions: Except when specifically included by other provisions of this Section 4.2, the following are excluded from each Unit: The spaces and improvements lying outside of the boundaries described in Section 4.2 (a), (b) and (c) above; and all chutes, pipes, flues, ducts, wires, conduits, skylights and other facilities running through or within any interior wall or partition for the purpose of furnishing utility and similar services to other Units and/or Common Elements.

(f) Non-Contiguous Portions: Certain Units may include special portions, pieces or equipment such as air conditioning compressors, meter boxes, utility connection structures and storage portions situated in buildings or structures that are detached or semi-detached from the buildings containing the principal occupied portion of the Units. Such special equipment and storage portions are a part of the Unit notwithstanding their non-contiguity with the residential portions.

(g) Inconsistency with Plans: If any definition of boundaries is inconsistent with the Plans of the project, then this definition will control.

## ARTICLE V

### Common and Limited Common Elements

Section 5.1 - Common Areas. The common areas for the project are as shown on Exhibit "A" attached hereto.

Section 5.2 - Limited Common Areas. The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

(a) If a chute, flue, pipe, duct, wire, conduit, bearing wall, bearing column, or other fixture lies partially within and partially outside the designated boundaries of a Unit, the portion serving only the Unit is a Limited Common Element, allocated solely to the Unit, the use of which is limited to that Unit, and any portion thereof serving more than one Unit or a portion of the Common Elements is a part of the Common Elements.

(b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, decks, balconies, patios and each exterior door and window or other fixture designed to serve a single Unit that is located outside the boundaries of the Unit are Limited Common Elements allocated exclusively to the Unit and their use is limited to that Unit.

(c) Stoops and steps and walls above door openings at the entrances to any Unit, the use of which is limited to the Unit to which they provide access.

(d) Stairways, the use of which is limited to certain Units as shown on the plans.

(e) Chimneys, the use of which is limited to the Unit in which its fireplace is located.

(f) Utility areas, the use of which is limited to the Unit or Units as shown on the Plans.

(g) Exterior surfaces, trim, siding, doors and windows will be Limited Common Elements allocated to the Units sheltered.

(h) Mailboxes, name plates, and exterior lighting affixed to the building will be Limited Common Elements allocated to the Units served.

(i) Certain courtyards, patios and decks at the entrances to each Unit, the use of which is limited to the Unit as shown on the Plans.

(j) Certain crawl spaces under some of the Units, the use of which is limited to the Unit directly located above the crawl space.

ARTICLE VIMaintenance, Repair and Replacement

Section 6.1 - Common Elements. The Association shall maintain, repair and replace all of the Common Elements, except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners. "Common Elements" shall also include the stairways attached to some of the Units for maintenance purposes only.

Section 6.2 - Units. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit, except the portions thereof to be maintained, repaired or replaced by the Association.

Section 6.3 - Limited Common Elements. Any Common Expense associated with the maintenance, repair or replacement of heat exchanger, heater outlet, enclosures and mechanical attachments will be assessed against the Unit or Units to which the Limited Common Element is assigned.

Common Expenses allocated with the maintenance, repair or replacement of components and elements attached to, planted on or a part of yards, patios, decks, exterior surfaces, trim, siding, doors, and windows, will be assessed against the Unit or Units to which the Limited Common Element is assigned. No additional component or element may be attached without consent of the Board of Directors upon approval by the Covenants Committee, if any. In the event such additional component or element becomes deteriorated or unsightly or is inconsistent with conditions of installation, it may be removed or repaired at the Unit Owner's expense as a Common Expense Assessment under this section after Notice and Hearing.

If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element will be assessed equally among the Units to which it is assigned.

Common Expenses associated with the cleaning, maintenance, repair or replacement of all other Limited Common Elements will be assessed against all Units in accordance with their allocated interests in the Common Expenses, except for the cleaning, maintenance (including snow removal), repair or replacement of all exterior stairways which shall be an Common Expense of the Association.

Each Unit Owner shall be responsible for removing all snow, leaves and debris from all patios and balconies which are Limited Common Elements appurtenant to his or her Unit. If any such Limited Common Element is appurtenant to two or more Units, the Owners of those Units will be jointly responsible for such removal.

Section 6.4 - Access. Any person authorized by the Board of Directors 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 affected 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 6.5 - 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(s) 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 or Limited Common Element for which he or she is responsible. Such expense will be assessed following Notice and Hearing.

Section 6.6 - 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 6.7 - Quality of Work. The maintenance, repair or replacement of exterior and structural components of buildings shall be of such kind or quality as the Board of Directors 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 6.8 - Necessity. The necessity for any work shall be determined by the Board of Directors 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 Board of Directors from time to time shall be subject to the right of the affected Unit Owner to Notice and Hearing by the Board of Directors prior to the commencement of any work.

Section 6.9 - Examination. Repair and maintenance records of the Association shall be available for examination and copying by any Unit Owner, or his or her 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 Board of Directors with respect to such work.
- (f) Any certificate of completion issued by the Board of Directors 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 VII

### Allocated Interests

Section 7.1 - Allocated Interests. The table showing Unit numbers and their allocated interests is included in Exhibit "D". 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 "D".

Section 7.2 - Voting. Each Unit in the Common Interest Community shall have one (1) 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 "D".

## ARTICLE VIII

### Restrictions on Use, Alienation and Occupancy

Section 8.1 - Use and Occupancy Restrictions. 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 also subject to any additional use restrictions as set forth in the Book of Resolutions of the Association.

### Section 8.2 - 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, the Bylaws, and the Rules (including the Book of Resolutions), 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 Board of Directors.

## ARTICLE IX

### Easements and Licenses

Section 9.1 - Recorded Easements and Licenses. All recorded easements or licenses to which the Common Interest Community is presently subject are recited in Exhibit "E" to this Declaration.

Section 9.2 - 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 9.3 - 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 administration of the Common Interest Community:

(a) The right of the Association, in accordance with its Articles and Certificate of Incorporation and the Bylaws, following written approval by the holders of security interests pursuant to Article XIV, 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 Articles and 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 (1/2) 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 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 (3/4) of the Votes and approval of the holders of Security Interests pursuant to Article XIV. A certificate of compliance with these provisions shall be attested to by the President and certified 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 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 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, trails, 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 affected 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 9.4 - 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 or her 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 Board of Directors 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. Reasonable notice shall be given to any and all Unit Owners prior to entry for repairs and maintenance by the Board of Directors, except for emergency situations which would require the Board of Directors to access a Unit or Units without such reasonable notice, as defined in the Association's Book of Resolutions, first having been given. The Board of Directors shall have the power to adopt by Resolution further rules and regulations defining "reasonable notice" and "emergency conditions". Any property disturbed by maintenance or

repair will be restored to its original condition and in compliance with applicable codes.

## ARTICLE X

### Additions, Alterations and Improvements

#### Section 10.1 - Additions, Alterations and Improvements by Unit Owners.

(a) No Unit Owner shall construct a structure, nor shall any Unit Owner make any structural addition, structural alteration, or structural improvement in or to the Common Interest Community without the prior written consent thereto of the Board of Directors. A Unit Owner 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.

(b) A Unit Owner may submit a written request to the Board of Directors for approval to do anything that he or she is forbidden to do under this Declaration or Resolution(s) of the Association. The Board of Directors shall answer any written request for such approval, after Notice and Hearing, within thirty (30) days after the request therefor. The process for obtaining such approval is more completely set forth in the Association's Book of Resolutions. If, after such plans and specifications have been approved, the improvements are altered, erected or maintained 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 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 or her 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.

(c) After a Unit Owner has obtained the written consent by the Board of Directors for any addition, alteration or improvement to his or her Unit, the Unit Owner shall obtain any necessary governmental permits required for such addition, alteration or improvement and the cost of such permit(s) shall be paid by the Unit Owner. There will be no liability created on the part of the Association or any of its members, except for the Unit Owner effecting such addition, alteration or improvement, 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.

(d) All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Board of Directors, 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.

(e) Any construction commenced without the written consent of the Board of Directors will result in the assessment of a \$100.00 (One Hundred Dollars) per day penalty against the Unit Owner violating the provisions of this Article.

Section 10.2 - Additions, Alterations and Improvements by Board of Directors. The Board of Directors may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

## ARTICLE XI

### Amendments to Declaration

Section 11.1 - 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; provided, however, that if any technical amendment(s) to this Declaration or other Association Documents are required by any lender (FHA, HUD, AHFC, VA, etc.), such amendments shall require only the approval of the Board of Directors of the Association.

Section 11.2 - When Unanimous Consent Required. Except to the extent expressly permitted or required by provisions of the Act and this Declaration, an amendment may not 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 11.3 - 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 such designation, by the President of the Association.

Section 11.4 - 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 11.5 - Consent of Holders of Security Interests. Amendments are subject to the consent requirements of Article XIV.

Section 11.6 - 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 (1) year after the amendment is recorded.

## ARTICLE XII

### Amendments to Bylaws

The Bylaws may be amended only by vote of two-thirds (2/3) of the members of the Board of Directors, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose, except as provided in Article XI, Section 11.1 above.

## ARTICLE XIII

### Termination

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

## ARTICLE XIV

### Mortgagee Protection

Section 14.1 - 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 14.2 - 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 14.3 - 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;

(b) 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 14.4(b) of this Article; and

(e) Any judgment rendered against the Association.

Section 14.4 - 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 14.4(a) may be effective without approval in writing by at least fifty-one percent (51%) of the Eligible Mortgagees. 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; or
- (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) Subject to Warranty D3 of Alaska Housing Finance Corporation Guidelines, 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.

- (e) Notwithstanding anything above to the contrary, any amendments to the Association's documents required by any secondary lender to obtain financing for the Project shall only require the approval of the Board of Directors.

Section 14.5 - 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 14.6 - 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, such audit to be paid for by the Eligible Mortgagee or Eligible Insurer making the request.

Section 14.7 - 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 14.8 - Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

Section 14.9 - 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 XIX 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 14.10 - 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 14.11 - Right to Reimbursement. Eligible mortgagees of Units in Mountain Ash Condominiums 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 XV

### Assessment and Collection of Common Expenses

Section 15.1 - Apportionment of Common Expenses. Except as provided in Section 15.2, all Common Expenses shall be assessed against all Units in accordance with their percentage share of the Common Expense liability as shown on Exhibit "D" to this Declaration.

Section 15.2 - 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 15.3 - 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 this Declaration; (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 15.4 of this Article, would have become due in the absence of acceleration during the six (6) 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 (3) 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 (30) 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 15.4 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 15.3(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 15.4 - Budget Adoption and Ratification. Within thirty (30) days after adoption of a proposed budget for the Common Interest Community, the Board of Directors 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 fourteen (14) or more than thirty (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 Board of Directors.

Section 15.5 - Non-budgeted Common Expense Assessments. If the Board of Directors votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 15.2 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 15.4 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 15.6 - 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 Board of Directors and each Unit Owner.

Section 15.7 - Monthly Payment of Common Expenses. All common expenses assessed under this Article XV shall be due and payable on the first day of each and every month and shall become delinquent if not paid by the 4th day of each and every month.

Section 15.8 - 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 Board of Directors 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 15.9 - 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 15.10 - 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 XVI

### 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 percent (51%) of the votes in the Association are allocated, at a meeting called for that purpose and subject to Article XIV hereof with regard to obtaining mortgagees' consent.

ARTICLE XVIIPersons and Units Subject to Documents

Section 17.1 - Compliance with Documents. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents, including the Book of Resolutions, as it may be amended from time to time. 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 17.2 - Adoption of Rules. The Board of Directors may adopt Rules (Resolutions) regarding the use and occupancy of Units and Common Elements, and the activities of occupants, subject to Notice and Comment.

ARTICLE XVIIIInsurance

Section 18.1 - Coverage. To the extent reasonably available, the Board of Directors shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available (for example, if the Mortgagee's Insurance is less than available through regular insurance companies), and the Board of Directors determines that any insurance described herein will not be maintained, the Board of Directors 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 18.2 - 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 (personal property not permanently attached to the Premises). The Master condominium policy will cover carpeting, cabinets, plumbing fixtures, etc. which are free-standing but considered permanently attached to the Premises. 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 Board of Directors 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; and

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

"MOUNTAIN ASH CONDOMINIUM ASSOCIATION for the use and benefit of the individual Owners."

Section 18.3 - Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Board of Directors 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; and

(v) The insurer issuing the policy may not cancel or refuse to renew it 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 last known addresses.

Section 18.4 - 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 (3) 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 18.5 - 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 18.6 - Workers' Compensation Insurance. The Board of Directors shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Alaska.

Section 18.7 - Directors' and Officers' Liability Insurance. The Board of Directors 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 Board of Directors may, from time to time, determine.

Section 18.8 - Other Insurance. The Association may carry other insurance which the Board of Directors considers appropriate to protect the Association or the Unit Owners.

Section 18.9 - Premiums. Insurance premiums shall be a Common Expense.

## ARTICLE XIX

### Damage To Or Destruction Of Property

Section 19.1 - 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) Eighty percent (80%) of the Unit Owners vote not to rebuild.

Section 19.2 - Cost. The cost of repair or replacement of the Common Elements in excess of insurance proceeds and reserves is a Common Expense.

Section 19.3 - 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 Board of Directors, a majority of Unit Owners and fifty-one percent (51%) of Eligible Mortgagees.

Section 19.4 - 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 Board of Directors 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 19.1, 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 19.5 - Certificates by the Board of Directors. The Trustee, if any, may rely on the following certifications in writing made by the Board of Directors:

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

(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 19.6 - Certificates by Attorneys or Title Reports. Title insurance companies or, if payments are to be made to Unit Owners or mortgagees, the Board of Directors, 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 XXRights to Notice and Comment;  
Notice And Hearing

Section 20.1 - Right to Notice and Comment. Before the Board of Directors 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 Board of Directors 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 Board of Directors 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 20.2 - 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 Board of Directors a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interests 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 20.3 - Appeals. Any person having a right to Notice and Hearing shall have the right to appeal to the Board of Directors from a decision of persons other than the Board of Directors by filing a written notice of appeal with the Board of Directors within ten (10) days after being notified of the decision. The Board of Directors 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 XXIBoard of Directors

Section 21.1 - Minutes of Board of Directors Meetings. The Board of Directors shall permit any Unit Owner to inspect the minutes of Board of Directors meetings during normal business hours. The minutes shall be available for inspection within fifteen (15) days after any such meeting.

Section 21.2 - Powers and Duties. The Board of Directors may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws or the Act. The Board of Directors 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 (2) 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 (1) 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 for 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 Board of Directors 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 Board of Directors. However, actions taken by a committee may be appealed to the Board of Directors 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 Board of Directors at its next regular meeting.

Section 21.3 - Board of Directors Limitations. The Board of Directors may not act on behalf of the Association to amend this Declaration, except in accordance with Article XI above, to terminate the Common Interest Community or to elect members of the Board of Directors or determine the qualifications, powers and duties, or terms of office of Board of Directors members, but the

Board of Directors may fill vacancies in its membership for the unexpired portion of the term.

## ARTICLE XXII

### Open Meetings

Section 22.1 - Access. All meetings of the Board of Directors, at which action is to be taken by vote at such meeting will be open to the Unit Owners, except as provided in Section 22.3 below..

Section 22.2 - Notice. Notice of every such meeting will be given not less than twenty-four (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 22.3 - Executive Sessions. Meetings of the Board of Directors 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 XXIII

### 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 XXIV

### Miscellaneous

Section 24.1 - 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 24.2 - 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 24.3 - 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 24.4 - 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 24.5 - 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 24.6 - 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 4<sup>th</sup> day of March, 1993.

Declarant:  
MOUNTAIN ASH CONDOMINIUM  
ASSOCIATION, INC.

By: Sherrice A. Ace  
Its President

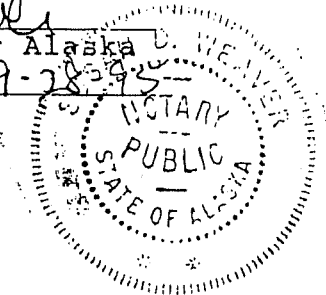
STATE OF ALASKA                    )  
  ) ss  
THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this 4<sup>th</sup> day of March, 1993, before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared SHERRIE ACE, to me known and known to me to be the President of MOUNTAIN ASH CONDOMINIUM ASSOCIATION, INC., the Declarant, and known to me to be the person who signed the foregoing instrument, on behalf of

said corporation, and she acknowledged to me that 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.

Susan D. Weaver  
Notary Public in and for Alaska  
My commission expires: 9-28-95



**AFTER RECORDING RETURN TO:**

McNall & Associates, P.C.  
921 W. 6th Avenue, Suite 100  
Anchorage, Alaska 99501-1244

**EXHIBIT A**

to

**D E C L A R A T I O N**  
for**MOUNTAIN ASH CONDOMINIUMS****DESCRIPTION OF COMMON ELEMENTS**

The common elements of Mountain Ash Condominiums consists of the property hereinafter described, **EXCEPTING THEREFROM** the individual units as described on Exhibit B hereof and the Limited Common Areas described on Exhibit C hereof. With the exceptions noted above, the common elements are located on property described as:

That certain piece of parcel of land located within Lot One (1), Block Twenty-two (22), of the RUSSIAN JACK SUBDIVISION, UNIT NUMBER ONE (1), Anchorage Recording District, Third Judicial District, State of Alaska; and

Lot Two (2), Block Twenty-two (22), of the RUSSIAN JACK SUBDIVISION, according to Plat No. 72-171, filed on August 17, 1972 in the Anchorage Recording District, Third Judicial District, State of Alaska, **EXCEPTING THEREFROM** the East thirty feet (E 30') of the West sixty feet (W 60') of the North fifty-seven feet (N 57') of the South one hundred sixty-seven feet (S 167') of said Lot Two (2).

**PLUS**

An undivided fifty percent (50%) interest in the dedicated common area described as the East thirty feet (E 30') of the West sixty feet (W 60') of the North fifty-seven feet (N 57') of the South one hundred sixty-seven feet (S 167') of Lot Two (2), Block Twenty-two (22), RUSSIAN JACK SUBDIVISION, UNIT NO. 1, according to the official plat thereof, filed under Plat No. 70-201, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

The common elements include, but are not limited to, a recreational vehicle parking area, guest parking area(s), and a one-half (1/2) interest in the swimming pool/meeting room area.

**EXHIBIT B**

to

**D E C L A R A T I O N  
for****MOUNTAIN ASH CONDOMINIUMS****DESCRIPTION OF UNITS**

The Project known as Mountain Ash Condominiums consists of eight (8) buildings, designated as Building A, Building B, Building C, Building D, Building E, Building F, Building G and Building H. Each building contains six (6) units, designated by Building-Unit Number, i.e., Unit A-1 is located in Building A and described as Unit 1, for a total of 48 Units. Each of the buildings has its own individual access, with the second floor units having an exterior stairway leading to access of the unit.

The individual units are described as follows:

**BUILDING A**

UNIT A-1 - Located on the south side of the Building on the ground level, consisting a living room, dining area, kitchen, laundry area, two bedrooms with walk-in closets, one and one-half baths, fenced patio (limited common area), and contains approximately 1,129 square feet. Access into the Unit is through the fenced patio on the south side of the Building.

UNIT A-2 - Located on the south side of the courtyard of the Building, consisting of two levels, with a living room, dining area, kitchen, bathroom and laundry area on the entrance level, two bedrooms and a bathroom on the second level, a private fenced patio (limited common area), and contains approximately 1,228 square feet. Access into the entrance level of the Unit is through the courtyard; access to the second level is by open riser stairway from the entrance location; and access to the patio is through the sliding glass doors at the rear of the living room.

UNIT A-3 - Located on the west side of the courtyard of the Building, consisting of two levels, with a living room, dining area, kitchen, one-half bathroom and laundry area on the entrance level, and two bedrooms and a bathroom on the second level, a private fenced patio (limited common area), and contains approximately 1,350 square feet. Access into the entrance level of the Unit is through the courtyard; access to the second level is by open riser stairway from the entrance location; and access to the patio is through sliding glass doors at the rear of the living room.

UNIT A-4 - Located on the north side of the Building on the ground level, consisting of a living room, dining-family area, kitchen, laundry area, three bedrooms, two bathrooms, a private fenced patio (limited common area), and contains approximately 1,382 square feet. Access into the entrance of the Unit is on the north side of the courtyard; access to the patio is through sliding glass doors at the rear of the dining-family area.

UNIT A-5 - Located at the north side of the courtyard of the Building on the second floor level, consisting of a living room, dining area, kitchen, laundry area, three bedrooms and one and one-half baths, and contains approximately 1,087 square feet. Access into the entrance of the Unit is by open riser stairs on the south side of the courtyard to the balcony (limited common area).

UNIT A-6 - Located south of the courtyard of the Building on the second floor level, consisting of a living room, dining area, kitchen, laundry area, two bedrooms with walk-in closets, one and one-half baths, and contains approximately 1,008 square feet. Access into the Unit is through the fenced patio on the east side of the Building.

#### BUILDING B

UNIT B-1 - Located on the east side of the Building on the ground level, consisting a living room, dining area, kitchen, laundry area, two bedrooms with walk-in closets, one and one-half baths, fenced patio (limited common area), and contains approximately 1,129 square feet. Access into the Unit is through the fenced patio on the east side of the Building.

UNIT B-2 - Located on the east side of the courtyard of the Building, consisting of two levels, with a living room, dining area, kitchen, bathroom and laundry area on the entrance level, two bedrooms and a bathroom on the second level, a private fenced patio (limited common area), and contains approximately 1,228 square feet. Access into the entrance level of the Unit is through the courtyard; access to the second level is by open riser stairway from the entrance location; and access to the patio is through the sliding glass doors at the rear of the living room.

UNIT B-3 - Located on the south side of the courtyard of the Building, consisting of two levels, with a living room, dining area, kitchen, one-half bathroom and laundry area on the entrance level, and two bedrooms and a bathroom on the second level, a private fenced patio (limited common area), and contains approximately 1,350 square feet. Access into the entrance level of the Unit is through the courtyard; access to the second level is by open riser stairway from the entrance location; and access to the patio is through sliding glass doors at the rear of the living room.

UNIT B-4 - Located on the west side of the Building on the ground level, consisting of a living room, dining-family area, kitchen, laundry area, three bedrooms, two bathrooms, a private fenced patio (limited common area), and contains approximately 1,382 square feet. Access into the entrance of the Unit is on the west side of the courtyard; access to the patio is through sliding glass doors at the rear of the dining-family area.

UNIT B-5 - Located at the west side of the courtyard of the Building on the second floor level, consisting of a living room, dining area, kitchen, laundry area, three bedrooms and one and one-half baths, and contains approximately 1,087 square feet. Access into the entrance of the Unit is by open riser stairs on the west side of the courtyard to the balcony (limited common area).

UNIT B-6 - Located east of the courtyard of the Building on the second floor level, consisting of a living room, dining area, kitchen, laundry area, two bedrooms with walk-in closets, one and one-half baths, and contains approximately 1,008 square feet. Access into the Unit is through the fenced patio on the east side of the Building.

#### BUILDING C

UNIT C-1 - Located on the south side of the Building on the ground level, consisting a living room, dining area, kitchen, laundry area, two bedrooms with walk-in closets, one and one-half baths, fenced patio (limited common area), and contains approximately 1,129 square feet. Access into the Unit is through the fenced patio on the south side of the Building.

UNIT C-2 - Located on the south side of the courtyard of the Building, consisting of two levels, with a living room, dining area, kitchen, bathroom and laundry area on the entrance level, two bedrooms and a bathroom on the second level, a private fenced patio (limited common area), and contains approximately 1,228 square feet. Access into the entrance level of the Unit is through the courtyard; access to the second level is by open riser stairway from the entrance location; and access to the patio is through the sliding glass doors at the rear of the living room.

UNIT C-3 - Located on the west side of the courtyard of the Building, consisting of two levels, with a living room, dining area, kitchen, one-half bathroom and laundry area on the entrance level, and two bedrooms and a bathroom on the second level, a private fenced patio (limited common area), and contains approximately 1,350 square feet. Access into the entrance level of the Unit is through the courtyard; access to the second level is by open riser stairway from the entrance location; and access to the patio is through sliding glass doors at the rear of the living room.

UNIT C-4 - Located on the north side of the Building on the ground level, consisting of a living room, dining-family area, kitchen, laundry area, three bedrooms, two bathrooms, a private fenced patio (limited common area), and contains approximately 1,382 square feet. Access into the entrance of the Unit is on the north side of the courtyard; access to the patio is through sliding glass doors at the rear of the dining-family area.

UNIT C-5 - Located at the north side of the courtyard of the Building on the second floor level, consisting of a living room, dining area, kitchen, laundry area, three bedrooms and one and one-half baths, and contains approximately 1,087 square feet. Access into the entrance of the Unit is by open riser stairs on the north side of the courtyard to the balcony (limited common area).

UNIT C-6 - Located south of the courtyard of the Building on the second floor level, consisting of a living room, dining area, kitchen, laundry area, two bedrooms with walk-in closets, one and one-half baths, and contains approximately 1,008 square feet. Access into the Unit is through the fenced patio on the south side of the Building.

#### BUILDING D

UNIT D-1 - Located on the east side of the Building on the ground level, consisting a living room, dining area, kitchen, laundry area, two bedrooms with walk-in closets, one and one-half baths, fenced patio (limited common area), and contains approximately 1,129 square feet. Access into the Unit is through the fenced patio on the east side of the Building.

UNIT D-2 - Located on the east side of the courtyard of the Building, consisting of two levels, with a living room, dining area, kitchen, bathroom and laundry area on the entrance level, two bedrooms and a bathroom on the second level, a private fenced patio (limited common area), and contains approximately 1,228 square feet. Access into the entrance level of the Unit is through the courtyard; access to the second level is by open riser stairway from the entrance location; and access to the patio is through the sliding glass doors at the rear of the living room.

UNIT D-3 - Located on the south side of the courtyard of the Building, consisting of two levels, with a living room, dining area, kitchen, one-half bathroom and laundry area on the entrance level, and two bedrooms and a bathroom on the second level, a private fenced patio (limited common area), and contains approximately 1,350 square feet. Access into the entrance level of the Unit is through the courtyard; access to the second level is by open riser stairway from the entrance location; and access to the patio is through sliding glass doors at the rear of the living room.



UNIT D-4 - Located on the west side of the Building on the ground level, consisting of a living room, dining-family area, kitchen, laundry area, three bedrooms, two bathrooms, a private fenced patio (limited common area), and contains approximately 1,382 square feet. Access into the entrance of the Unit is on the west side of the courtyard; access to the patio is through sliding glass doors at the rear of the dining-family area.

UNIT D-5 - Located at the west side of the courtyard of the Building on the second floor level, consisting of a living room, dining area, kitchen, laundry area, three bedrooms and one and one-half baths, and contains approximately 1,087 square feet. Access into the entrance of the Unit is by open riser stairs on the west side of the courtyard to the balcony (limited common area).

UNIT D-6 - Located east of the courtyard of the Building on the second floor level, consisting of a living room, dining area, kitchen, laundry area, two bedrooms with walk-in closets, one and one-half baths, and contains approximately 1,008 square feet. Access into the Unit is through the fenced patio on the east side of the Building.

#### BUILDING E

UNIT E-1 - Located on the northeast corner of the Building, consisting of two levels, including a living room, dining area, kitchen, one-half bathroom and laundry area on the entrance level, and two bedrooms and a bathroom on the second level, fenced patio (limited common area), and contains approximately 1,187 square feet. Access into the entrance level of the Unit is on the north side of the Building; access to the second level is by closed riser stairway from the entrance level; and access to the patio is through sliding glass doors at the rear of the living room.

UNIT E-2 - Located on the northwest corner of the Building, consisting of two levels, with a living room, dining area, kitchen, one-half bathroom and laundry area on the entrance level, two bedrooms and a bathroom on the second level, a private fenced patio (limited common area), and contains approximately 1,087 square feet. Access into the entrance level of the Unit is on the north side of the courtyard; access to the second level is by closed riser stairway from the entrance location; and access to the patio is through the sliding glass doors at the rear of the living room.

UNIT E-3 - Located on the east side of the courtyard of the Building, consisting of two levels, with a living room, dining area, kitchen, one-half bathroom and laundry area on the entrance level, and two bedrooms and a bathroom on the second level, a private fenced patio (limited common area), and contains approximately 1,228 square feet. Access into the entrance level of the Unit is through the east side of the courtyard; access to the

second level is by open riser stairway from the entrance location; and access to the patio is through sliding glass doors at the rear of the living room.

UNIT E-4 - Located on the east side of the courtyard of the Building, consisting of two levels, with a living room, dining area, kitchen, one-half bathroom and laundry area on the entrance level, three bedrooms and one bathroom on the second level, a private fenced patio (limited common area), and contains approximately 1,400 square feet. Access into the entrance of the Unit is on the east side of the courtyard; access to the second level is by open riser stairway from the entrance location; and access to the patio is through sliding glass doors at the rear of the living room.

UNIT E-5 - Located at the south side of the Building on the ground floor level, consisting of a living room, dining-family area, kitchen, laundry area, three bedrooms and two bathrooms, and contains approximately 1,410 square feet. Access into the entrance of the Unit is on the south side of the courtyard; and access to the patio is through sliding glass doors at the rear of the dining-family area.

UNIT E-6 - Located on the south side of the Building on the second floor level, consisting of a living room, dining area, kitchen, laundry area, two bedrooms with walk-in closets, one and one-half baths, and contains approximately 1,200 square feet. Access into the Unit is by open riser outside stairway on the south side of the courtyard, to the balcony (limited common area).

#### BUILDING F

UNIT F-1 - Located on the southwest corner of the Building, consisting of two levels, including a living room, dining area, kitchen, one-half bathroom and laundry area on the entrance level, and two bedrooms and a bathroom on the second level, fenced patio (limited common area), and contains approximately 1,187 square feet. Access into the entrance level of the Unit is on the west side of the Building; access to the second level is by closed riser stairway from the entrance level; and access to the patio is through sliding glass doors at the rear of the living room.

UNIT F-2 - Located on the northwest corner of the Building, consisting of two levels, with a living room, dining area, kitchen, one-half bathroom and laundry area on the entrance level, two bedrooms and a bathroom on the second level, a private fenced patio (limited common area), and contains approximately 1,087 square feet. Access into the entrance level of the Unit is on the west side of the courtyard; access to the second level is by closed riser stairway from the entrance location; and access to the patio is through the sliding glass doors at the rear of the living room.

UNIT F-3 - Located on the south side of the courtyard of the Building, consisting of two levels, with a living room, dining area, kitchen, one-half bathroom and laundry area on the entrance level, and two bedrooms and a bathroom on the second level, a private fenced patio (limited common area), and contains approximately 1,228 square feet. Access into the entrance level of the Unit is through the south side of the courtyard; access to the second level is by open riser stairway from the entrance location; and access to the patio is through sliding glass doors at the rear of the living room.

UNIT F-4 - Located on the south side of the courtyard of the Building, consisting of two levels, with a living room, dining area, kitchen, one-half bathroom and laundry area on the entrance level, three bedrooms and one bathroom on the second level, a private fenced patio (limited common area), and contains approximately 1,400 square feet. Access into the entrance of the Unit is on the south side of the courtyard; access to the second level is by open riser stairway from the entrance location; and access to the patio is through sliding glass doors at the rear of the living room.

UNIT F-5 - Located at the east side of the Building on the ground floor level, consisting of a living room, dining-family area, kitchen, laundry area, three bedrooms and two bathrooms, and contains approximately 1,410 square feet. Access into the entrance of the Unit is on the southeast side of the courtyard; and access to the patio is through sliding glass doors at the rear of the dining-family area.

UNIT F-6 - Located on the east side of the Building on the second floor level, consisting of a living room, dining area, kitchen, laundry area, two bedrooms with walk-in closets, one and one-half bathrooms, and contains approximately 1,200 square feet. Access into the Unit is by open riser outside stairway on the north side of the courtyard, to the balcony (limited common area).

#### **BUILDING G**

UNIT G-1 - Located on the northeast corner of the Building, consisting of two levels, including a living room, dining area, kitchen, one-half bathroom and laundry area on the entrance level, and two bedrooms and a bathroom on the second level, fenced patio (limited common area), and contains approximately 1,187 square feet. Access into the entrance level of the Unit is on the north of the Building; access to the second level is by closed riser stairway from the entrance level; and access to the patio is through sliding glass doors at the rear of the living room.

UNIT G-2 - Located on the northwest corner of the Building, consisting of two levels, with a living room, dining area, kitchen, one-half bathroom and laundry area on the entrance level, two bedrooms and a bathroom on the second level, a private fenced patio (limited common area), and contains approximately 1,087 square feet. Access into the entrance level of the Unit is on the north side of the courtyard; access to the second level is by closed riser stairway from the entrance location; and access to the patio is through the sliding glass doors at the rear of the living room.

UNIT G-3 - Located on the east side of the courtyard of the Building, consisting of two levels, with a living room, dining area, kitchen, one-half bathroom and laundry area on the entrance level, and two bedrooms and a bathroom on the second level, a private fenced patio (limited common area), and contains approximately 1,228 square feet. Access into the entrance level of the Unit is through the east side of the courtyard; access to the second level is by open riser stairway from the entrance location; and access to the patio is through sliding glass doors at the rear of the living room.

UNIT G-4 - Located on the east side of the courtyard of the Building, consisting of two levels, with a living room, dining area, kitchen, one-half bathroom and laundry area on the entrance level, three bedrooms and one bathroom on the second level, a private fenced patio (limited common area), and contains approximately 1,400 square feet. Access into the entrance of the Unit is on the east side of the courtyard; access to the second level is by open riser stairway from the entrance location; and access to the patio is through sliding glass doors at the rear of the living room.

UNIT G-5 - Located at the south side of the Building on the ground floor level, consisting of a living room, dining-family area, kitchen, laundry area, three bedrooms and two bathrooms, and contains approximately 1,410 square feet. Access into the entrance of the Unit is on the south side of the courtyard; and access to the patio is through sliding glass doors at the rear of the dining-family area.

UNIT G-6 - Located on the south side of the Building on the second floor level, consisting of a living room, dining area, kitchen, laundry area, two bedrooms with walk-in closets, one and one-half bathrooms, and contains approximately 1,200 square feet. Access into the Unit is by open riser outside stairway on the south side of the courtyard, to the balcony (limited common area).

**BUILDING H**

UNIT H-1 - Located on the southeast corner of the Building, consisting of two levels, including a living room, dining area, kitchen, one-half bathroom and laundry area on the entrance level, and two bedrooms and a bathroom on the second level, fenced patio (limited common area), and contains approximately 1,187 square feet. Access into the entrance level of the Unit is on the east of the Building; access to the second level is by closed riser stairway from the entrance level; and access to the patio is through sliding glass doors at the rear of the living room.

UNIT H-2 - Located on the northeast corner of the Building, consisting of two levels, with a living room, dining area, kitchen, one-half bathroom and laundry area on the entrance level, two bedrooms and a bathroom on the second level, a private fenced patio (limited common area), and contains approximately 1,087 square feet. Access into the entrance level of the Unit is on the east side of the courtyard; access to the second level is by closed riser stairway from the entrance location; and access to the patio is through the sliding glass doors at the rear of the living room.

UNIT H-3 - Located on the south side of the courtyard of the Building, consisting of two levels, with a living room, dining area, kitchen, one-half bathroom and laundry area on the entrance level, and two bedrooms and a bathroom on the second level, a private fenced patio (limited common area), and contains approximately 1,228 square feet. Access into the entrance level of the Unit is through the south side of the courtyard; access to the second level is by open riser stairway from the entrance location; and access to the patio is through sliding glass doors at the rear of the living room.

UNIT H-4 - Located on the south side of the courtyard of the Building, consisting of two levels, with a living room, dining area, kitchen, one-half bathroom and laundry area on the entrance level, three bedrooms and one bathroom on the second level, a private fenced patio (limited common area), and contains approximately 1,400 square feet. Access into the entrance of the Unit is on the south side of the courtyard; access to the second level is by open riser stairway from the entrance location; and access to the patio is through sliding glass doors at the rear of the living room.

UNIT H-5 - Located at the west side of the Building on the ground floor level, consisting of a living room, dining-family area, kitchen, laundry area, three bedrooms and two bathrooms, and contains approximately 1,410 square feet. Access into the entrance of the Unit is on the southwest side of the courtyard; and access to the patio is through sliding glass doors at the rear of the dining-family area.

UNIT H-6 - Located on the west side of the Building on the second floor level, consisting of a living room, dining area, kitchen, laundry area, two bedrooms with walk-in closets, one and one-half bathrooms, and contains approximately 1,200 square feet. Access into the Unit is by open riser outside stairway on the west side of the courtyard, to the balcony (limited common area).

**EXHIBIT C**  
to  
**D E C L A R A T I O N**  
for  
**MOUNTAIN ASH CONDOMINIUMS**  
**DESCRIPTION OF LIMITED COMMON**  
**AREAS BY INDIVIDUAL UNIT**

The Project known as Mountain Ash Condominiums consists of eight (8) buildings, designated as Building A, Building B, Building C, Building D, Building E, Building F, Building G and Building H. Each building contains six (6) units, designated by Building-Unit Number, i.e., Unit A-1 is located in Building A and described as Unit 1, for a total of 48 Units.

The parking locations for each unit are as designated on the attached parking schematic and further described under each unit's description of limited common area for that unit. Each Unit Owner will have the exclusive use of the parking space whose number corresponds with his or her Unit number. **NOTE:** Crawl spaces located under any Unit are considered to be limited common area of the Unit directly above each such crawl space.

The limited common areas and responsibility for maintenance of these areas are described in Article VI of the Declaration and the following includes other limited common areas owned by the individual Unit Owners:

**BUILDING A**

UNIT A-1 - (1) Two uncovered parking spaces designated as A-1, with plug-in located on the east side of the Project; (2) fenced patio.

UNIT A-2 - (1) Carport space designated as A-2; (2) fenced patio; (3) open riser stairway.

UNIT A-3 - (1) Carport space designated as A-3; (2) fenced patio; (3) open riser stairway.

UNIT A-4 - (1) Carport space designated as A-4; (2) fenced patio.

UNIT A-5 - (1) Carport space designated as A-5; (2) open riser stairs on the south side of the courtyard to include the balcony area of the stairway.

UNIT A-6 - (1) Carport space designated as A-6; (2) fenced patio on the east side of the Building.

**BUILDING B**

UNIT B-1 - (1) Two uncovered parking spaces designated as B-1, with plug-in located on the east side of the Project; (2) fenced patio.

UNIT B-2 - (1) Carport space designated as B-2; (2) fenced patio; (3) open riser stairway.

UNIT B-3 - (1) Carport space designated as B-3; (2) fenced patio; (3) open riser stairway.

UNIT B-4 - (1) Carport space designated as B-4; (2) fenced patio .

UNIT B-5 - (1) Carport space designated as B-5; (2) open riser stairs on the west side of the courtyard to include the balcony area of the stairway.

UNIT B-6 - (1) Two uncovered parking spaces designated as B-6, with plug-in located on the east side of the Project; (2) fenced patio.

**BUILDING C**

UNIT C-1 - (1) Two uncovered parking spaces designated as C-1, with plug-in located on the east side of the Project; (2) fenced patio.

UNIT C-2 - (1) Carport space designated as C-2; (2) fenced patio; (3) open riser.

UNIT C-3 - (1) Carport space designated as C-3; (2) fenced patio; (3) open riser stairway.

UNIT C-4 - (1) Carport space designated as C-4; (2) fenced patio.

UNIT C-5 - (1) Carport space designated as C-5; (2) open riser stairs on the north side of the courtyard to include the balcony area of the stairway.

UNIT C-6 - (1) Two uncovered parking spaces designated as C-6, with plug-in located on the east side of the Project; (2) fenced patio.

**BUILDING D**

UNIT D-1 - (1) Carport space designated as D-1; (2) fenced patio.

UNIT D-2 - (1) Carport space designated as D-2; (2) fenced patio; (3) open riser stairway.

UNIT D-3 - (1) Carport space designated as D-3; (2) fenced patio; (3) open riser stairway.



UNIT D-4 - (1) Carport space designated as D-4; (2) fenced patio.

UNIT D-5 - (1) Carport space designated as D-5; (2) open riser stairs on the west side of the courtyard to include the balcony area of the stairway.

UNIT D-6 - (1) Two uncovered parking spaces designated as D-6, with plug-in located on the East side of the Project; (2) fenced patio.

#### BUILDING E

UNIT E-1 - (1) Carport space designated as E-1; (2) fenced patio; (3) closed riser stairway .

UNIT E-2 - (1) Carport space designated as E-2; (2) fenced patio; (3) closed riser stairway.

UNIT E-3 - (1) Carport space designated as E-3; (2) fenced patio; (3) open riser stairway.

UNIT E-4 - (1) Carport space designated as E-4; (2) fenced patio; (3) open riser stairway.

UNIT E-5 - (1) Carport space designated as E-5; (2) patio.

UNIT E-6 - (1) Carport space designated as E-6; (2) open riser outside stairway on the south side of the courtyard to include the balcony area of the stairway.

#### BUILDING F

UNIT F-1 - (1) Carport space designated as F-1; (2) fenced patio; (3) closed riser stairway.

UNIT F-2 - (1) Carport space designated as F-2; (2) fenced patio; (3) closed riser stairway.

UNIT F-3 - (1) Carport space designated as F-3; (2) fenced patio; (3) open riser stairway.

UNIT F-4 - (1) Carport space designated as F-4; (2) fenced patio; (3) open riser stairway.

UNIT F-5 - (1) Carport space designated as F-5; (2) fenced patio.

UNIT F-6 - (1) Carport space designated as F-6; (2) open riser outside stairway on the north side of the courtyard to include the balcony area of the stairway.

**BUILDING G**

UNIT G-1 - (1) Carport space designated as G-1; (2) fenced patio; (3) closed riser stairway.

UNIT G-2 - (1) Carport and extra space designated as G-2; (2) fenced patio; (3) closed riser stairway.

UNIT G-3 - (1) Carport and extra space designated as G-3; (2) fenced patio; (3) open riser stairway.

UNIT G-4 - (1) Carport and extra space designated as G-4; (2) fenced patio; (3) open riser stairway.

UNIT G-5 - (1) Carport space designated as G-5; (2) patio.

UNIT G-6 - (1) Carport and extra space designated as G-6; (2) open riser outside stairway on the south side of the courtyard to include the balcony of the stairway.

**BUILDING H**

UNIT H-1 - (1) Carport and extra space designated as H-1; (2) fenced patio; (3) closed riser stairway.

UNIT H-2 - (1) Carport and extra space designated as H-2; (2) fenced patio; (3) closed riser stairway.

UNIT H-3 - (1) Carport and extra space designated as H-3; (2) fenced patio; (3) open riser stairway.

UNIT H-4 - (1) Carport and extra space designated as H-4; (2) fenced patio; (3) open riser stairway.

UNIT H-5 - (1) Carport and extra space designated as H-5; (2) patio.

UNIT H-6 - (1) Carport and extra space designated as H-6; (2) open riser outside stairway on the west side of the courtyard to include the balcony of the stairway.

APPROVED 10/10/94  
RE-ALIGNED 10/15/96



**EXHIBIT D**  
to  
**D E C L A R A T I O N**  
for  
**MOUNTAIN ASH CONDOMINIUMS**  
**TABLE OF ALLOCATED INTERESTS**

<u>Unit No.</u>	<u>Percentage Share of Common Expense Liability*</u>	<u>Votes In The Association</u>
A-1	2.0738%	1
A-2	2.0721%	1
A-3	2.2780%	1
A-4	2.3320%	1
A-5	1.8342%	1
A-6	1.7009%	1
B-1	1.9051%	1
B-2	2.0721%	1
B-3	2.2780%	1
B-4	2.3320%	1
B-5	1.8342%	1
B-6	1.7009%	1
C-1	1.9051%	1
C-2	2.0721%	1
C-3	2.2780%	1
C-4	2.3320%	1
C-5	1.8342%	1
C-6	1.7009%	1
D-1	1.9051%	1
D-2	2.0721%	1
D-3	2.2780%	1
D-4	2.3320%	1
D-5	1.8342%	1
D-6	1.7009%	1
E-1	2.0029%	1
E-2	1.8342%	1
E-3	2.0721%	1
E-4	2.3624%	1
E-5	2.3792%	1
E-6	2.0249%	1
F-1	2.0029%	1
F-2	1.8342%	1
F-3	2.0721%	1
F-4	2.3624%	1
F-5	2.3792%	1
F-6	2.0249%	1

MT ASH

## NEW SQUARE FOOTAGE, % OWNERSHIP &amp; DUES

12-03-96

UNIT NO	APPROX SQ FT	CARPORT ADJUST.	TOTAL SQ FT DUES	PERCENT OWNER- SHIP	OLD DUES	NEW DUES SQ FT
A-1	1070	0	1070	1.96435%	\$197.38	\$206.30
B-1	1070	0	1070	1.96435%	\$197.38	\$206.30
C-1	1070	0	1070	1.96435%	\$197.38	\$206.30
D-1	1070	15	1085	1.99189%	\$191.07	\$209.19
A-2	1136	15	1151	2.11305%	\$222.58	\$221.91
B-2	1136	15	1151	2.11305%	\$222.58	\$221.91
C-2	1136	15	1151	2.11305%	\$222.58	\$221.91
D-2	1136	15	1151	2.11305%	\$222.58	\$221.91
A-3	1105	15	1120	2.05614%	\$211.33	\$215.94
B-3	1105	15	1120	2.05614%	\$216.27	\$215.94
C-3	1105	15	1120	2.05614%	\$228.88	\$215.94
D-3	1105	15	1120	2.05614%	\$222.58	\$215.94
A-4	1337	15	1352	2.48205%	\$228.88	\$260.67
B-4	1318 (1)	15	1333	2.44717%	\$228.88	\$257.00
C-4	1337	15	1352	2.48205%	\$228.88	\$260.67
D-4	1337	15	1352	2.48205%	\$228.88	\$260.67
A-5	1108	15	1123	2.06165%	\$228.88	\$216.51
B-5	1108	15	1123	2.06165%	\$228.88	\$216.51
C-5	1108	15	1123	2.06165%	\$228.88	\$216.51
D-5	1108	15	1123	2.06165%	\$228.88	\$216.51
A-6	916	15	931	1.70917%	\$216.27	\$179.50
B-6	916	0	916	1.68163%	\$216.27	\$176.60
C-6	916	0	916	1.68163%	\$216.27	\$176.60
D-6	916	0	916	1.68163%	\$216.27	\$176.60
E-1	1075	15	1090	2.00106%	\$211.03	\$210.15
F-1	1075	15	1090	2.00106%	\$211.03	\$210.15
G-1	1375 (2)	15	1390	2.55182%	\$211.03	\$267.99
H-1	1075	15	1090	2.00106%	\$211.03	\$210.15
E-2	962	15	977	1.79361%	\$211.03	\$188.37
F-2	962	15	977	1.79361%	\$211.03	\$188.37
G-2	962	15	977	1.79361%	\$211.03	\$188.37
H-2	962	15	977	1.79361%	\$211.03	\$188.37
E-3	1089	15	1104	2.02677%	\$216.27	\$212.85
F-3	1089	15	1104	2.02677%	\$216.27	\$212.85
G-3	1089	15	1104	2.02677%	\$216.27	\$212.85
H-3	1089	15	1104	2.02677%	\$216.27	\$212.85
E-4	1277	15	1292	2.37190%	\$234.11	\$249.10
F-4	1277	15	1292	2.37190%	\$234.11	\$249.10
G-4	1277	15	1292	2.37190%	\$234.11	\$249.10
H-4	1277	15	1292	2.37190%	\$234.11	\$249.10
E-5	1331	15	1346	2.47104%	\$234.11	\$259.51
F-5	1331	15	1346	2.47104%	\$234.11	\$259.51
G-5	1331	15	1346	2.47104%	\$234.11	\$259.51
H-5	1331	15	1346	2.47104%	\$234.11	\$259.51
E-6	984	15	999	1.83400%	\$204.73	\$192.61
F-6	984	15	999	1.83400%	\$204.73	\$192.61
G-6	984	15	999	1.83400%	\$204.73	\$192.61
H-6	984	15	999	1.83400%	\$204.73	\$192.61
	<u>53841</u>	<u>630</u>	<u>54471</u>	<u>100.00000%</u>	<u>\$10,493.83</u>	<u>\$10,502.00</u>

(1) - 23 sq ft for Rec Room stairway (2) + 300 sq ft for solarium.

G-1	2.6425%	1
G-2	1.8342%	1
G-3	2.0721%	1
G-4	2.3624%	1
G-5	2.3792%	1
G-6	2.0249%	1
H-1	2.0029%	1
H-2	1.8342%	1
H-3	2.0721%	1
H-4	2.3624%	1
H-5	2.3792%	1
H-6	2.0249%	1

\*NOTE: The percentage interests listed are as listed in the tax rolls for real property in the Municipialty of Anchorage Tax Assessor's Office for 1993.

**EXHIBIT E**  
to  
**D E C L A R A T I O N**  
for  
**MOUNTAIN ASH CONDOMINIUMS**  
**EASEMENTS AND/OR LICENSES**

The Project known as Mountain Ash Condominiums consists of eight (8) buildings, designated as Building A, Building B, Building C, Building D, Building E, Building F, Building G and Building H. Each building contains six (6) units, designated by Building-Unit Number, i.e., Unit A-1 is located in Building A and described as Unit 1, for a total of 48 Units.

**EASEMENTS ON TITLE REPORT**

1. Reservations and exceptions as contained in the United States Patent and/or in acts authorizing the issuance thereof.
2. Easement for electrical transmission and/or telephone distribution granted to Chugach Electric Association by instrument recorded January 11, 1952, in Deed Book 67 at Page 391 (blanket easement).
3. Easements as shown on the plat of the subdivision.
4. Covenants and notes as shown on the plat of the subdivision.
5. Covenants, conditions and restrictions in instrument recorded August 5, 1970 in Misc. Book 192 at Page 249.
6. Covenants, conditions and restrictions in instrument recorded October 21, 1971 in Misc. Book 205 at Page 356.
7. Reservation of easement for water and sewer lines, related purposes and ingress and egress over and across the Westerly 30 feet of Lot 2, Block 22 of said subdivision, as set out in deed recorded October 22, 1971, in Deed Book 435 at Page 977.
8. Effect of that certain as-built plat for Tamarak III Condominium (now part of Mountain Ash Condominiums) filed for the record September 12, 1972 under Plat No. 72-171, together with the Declaration for said condominium project which was recorded September 12, 1972 in Misc. Book 211 at Page 84; though the Declaration specifically excepted this property from the project, the as-built does outline the subject property with the designation "Pool".

ADDITIONAL EASEMENTS

In addition to the above easements of record, the as-built described in paragraph 8 of this Exhibit has been redone and is attached hereto for recording purposes, together with the original executed Access Easement documents granting easement to the pool and meeting room to the members of Tamarak IV and V Condominium Associations.



MOUNTAIN ASH CONDOMINIUM ASSOCIATION, INC

CERTIFICATION OF AMENDMENT TO DECLARATION

I Preston G. Gant, President, hereby certify that the attached document, "NEW SQUARE FOOTAGE, % OWNERSHIP & DUES" dated 12-03-96, was duly adopted by an affirmative vote of over 75% of the owners of record of units in Mountain Ash Condominium (AKA Tamarack II and III Condominiums) at the Mountain Ash Condominium Association, Inc. Annual Meeting on December 17, 1996.

Preston G. Gant, President  
Preston G. Gant

3-18-97  
Date

Subscribed and sworn before me a notary public in the State of Alaska, Third Judicial District, Anchorage Alaska this 18 Day of March 1997.

J. L. Magowan  
J. L. MAGOWAN  
MY COMM. EXPIRES 3-2-99

Seal

## ACCESS EASEMENT

TAMARAK III CONDOMINIUM ASSOCIATION, including Scott A. Horn; Patrick Pourchot; Tracy Rogers; Wanda F. Peel; Preston Gant; Agnes Gant; Marie S. Drew; James Feeney; Ernestine Feeney; Jeanne H. Roberts; Diane Johnson; Scott Norwood; Allison Norwood; Eugene I. Nagel; Andrea M. Simpson; Shirley Bruton; Susan L. Carr; Doug Lalla; Rena McFarlane; State of Alaska-Teachers, by Keith L. Nading, Sr. Vice President of Seneca, Inc.; Sherrie A. Ace; Barbara VanHorsen (Embly); John Smith; Shirley Sherman-Trustee; Joe Ward; Judy Ward; Hong Nguyen; Phan Nguyen; Minh D. Nguyen; Ronald W. Embly II; Laurel A. Murphy, of Anchorage, Alaska grant a portion of Lot 2; Block 22; Russian Jack Subdivision, Unit No. 1, to be used as an access walkway easement to the swimming pool building as depicted on Exhibit 'A' of the attached. To be used by TAMARAK II, TAMARAK IV, and TAMARAK V CONDOMINIUM ASSOCIATIONS and further described as follows:

North 290.5 feet of East 5.00 feet of West 25.00 feet and South 5.00 feet of the North 295.5 feet of the East 45.4 feet of the West 65.4 feet and the South 13.3 feet of the North 290.5 feet of the East 5.00 feet of West 65.4 of Lot 2, Block 22, Russian Jack Subdivision, Unit No. 1, according to the official plat thereof filed under Plat No. 70-201 in the records of the Anchorage Recording District Third Judicial District, State of Alaska.

Said easement is appurtenant to Lot 2, Block 22, Russian Jack Subdivision, Unit No. 1, and its heirs and assigns.

SCOTT A. HORN  
4008 Reka Unit # E-1  
Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1992.  
For Scott A. Horn.  
My commission expires \_\_\_\_\_.

Notary Public \_\_\_\_\_

PATRICK POURCHOT  
4008 Reka Unit # E-2  
Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1992.  
For Patrick Pourchot.  
My commission expires \_\_\_\_\_.

Notary Public \_\_\_\_\_

Tracy Rogers  
TRACY ROGERS  
4008 Reka Unit # E-3  
Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 16 day of July, 1992.  
For Tracy Rogers.  
My commission expires 2-1-95.

Notary Public Sherrie A. Ace



## ACCESS EASEMENT

TAMARAK III CONDOMINIUM ASSOCIATION, including Scott A. Horn; Patrick Pourchot; Tracy Rogers; Wanda F. Peel; Preston Gant; Agnes Gant; Marie S. Drew; James Feeney; Ernestine Feeney; Jeanne H. Roberts; Diane Johnson; Scott Norwood; Allison Norwood; Eugene I. Nagel; Andrea M. Simpson; Shirley Bruton; Susan L. Carr; Doug Lalla; Rena McFarlane; State of Alaska-Teachers, by Keith L. Nading, Sr. Vice President of Seneca, Inc.; Sherrie A. Ace; Barbara VanHorsen (Embly); John Smith; Shirley Sherman-Trustee; Joe Ward; Judy Ward; Hong Nguyen; Phan Nguyen; Minh D. Nguyen; Ronald W. Embly II; Laurel A. Murphy, of Anchorage, Alaska grant a portion of Lot 2, Block 22, Russian Jack Subdivision, Unit No. 1, to be used as an access walkway easement to the swimming pool building as depicted on Exhibit 'A' of the attached. To be used by TAMARAK II, TAMARAK IV, and TAMARAK V CONDOMINIUM ASSOCIATIONS and further described as follows:

North 290.5 feet of East 5.00 feet of West 25.00 feet and South 5.00 feet of the North 295.5 feet of the East 45.4 feet of the West 65.4 feet and the South 13.3 feet of the North 290.5 feet of the East 5.00 feet of West 65.4 of Lot 2, Block 22, Russian Jack Subdivision, Unit No. 1, according to the official plat thereof filed under Plat No. 70-201 in the records of the Anchorage Recording District Third Judicial District, State of Alaska.

Said easement is appurtenant to Lot 2, Block 22, Russian Jack Subdivision, Unit No. 1, and its heirs and assigns.

*Miniam Horn / Co-owner*  
*C. Guardian / Conservator of Scott A. Horn*  
 SCOTT A. HORN  
 4008 Reka Unit # E-1  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 23 day of August, 1992.  
 For Scott A. Horn.  
 My commission expires 2-1-95.

Notary Public Sherrie G. Ace

PATRICK POURCHOT  
 4008 Reka Unit # E-2  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 1992.  
 For Patrick Pourchot.  
 My commission expires \_\_\_\_\_.

Notary Public \_\_\_\_\_

*Tracy Rogers*  
 TRACY ROGERS  
 4008 Reka Unit # E-3  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 16 day of July, 1992.  
 For Tracy Rogers.  
 My commission expires 2-1-95.

Notary Public Sherrie G. Ace

ACCESS EASEMENT

TAMARAK III CONDOMINIUM ASSOCIATION, including Scott A. Horn; Patrick Pourchot; Tracy Rogers; Wanda F. Peel; Preston Gant; Agnes Gant; Marie S. Drew; James Feeney; Ernestine Feeney; Jeanne H. Roberts; Diane Johnson; Scott Norwood; Allison Norwood; Eugene I. Nagel; Andrea M. Simpson; Shirley Bruton; Susan L. Carr; Doug Lalla; Rena McFarlane; State of Alaska-Teachers, by Keith L. Nading, Sr. Vice President of Seneca, Inc.; Sherrie A. Ace; Barbara VanHorsen (Embly); John Smith; Shirley Sherman-Trustee; Joe Ward; Judy Ward; Hong Nguyen; Phan Nguyen; Minh D. Nguyen; Ronald W. Embly II; Laurel A. Murphy, of Anchorage, Alaska grant a portion of Lot 2; Block 22; Russian Jack Subdivision, Unit No. 1, to be used as an access walkway easement to the swimming pool building as depicted on Exhibit 'A' of the attached. To be used by TAMARAK II, TAMARAK IV, and TAMARAK V CONDOMINIUM ASSOCIATIONS and further described as follows:

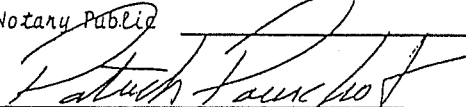
North 290.5 feet of East 5.00 feet of West 25.00 feet and South 5.00 feet of the North 295.5 feet of the East 45.4 feet of the West 65.4 feet and the South 13.3 feet of the North 290.5 feet of the East 5.00 feet of West 65.4 of Lot 2, Block 22, Russian Jack Subdivision, Unit No. 1, according to the official plat thereof filed under Plat No. 70-201 in the records of the Anchorage Recording District Third Judicial District, State of Alaska.

Said easement is appurtenant to Lot 2, Block 22, Russian Jack Subdivision, Unit No. 1, and its heirs and assigns.

SCOTT A. HORN  
4008 Reka Unit # E-1  
Anchorage, Alaska

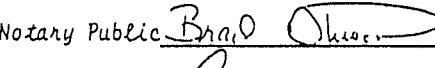
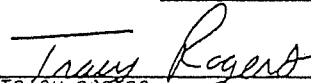
NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1992.  
For Scott A. Horn.  
My commission expires \_\_\_\_\_.

Notary Public  
  
PATRICK POURCHOT  
4008 Reka Unit # E-2  
Anchorage, Alaska

NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 19<sup>th</sup> day of August, 1992.  
For Patrick Pourchot.  
My commission expires 9/4/93.

Notary Public   
  
TRACY ROGERS  
4008 Reka Unit # E-3  
Anchorage, Alaska

NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 16 day of July, 1992.  
For Tracy Rogers.  
My commission expires 2-1-95.

Notary Public 



Wanda Peel

WANDA F. PEEL  
4008 Reka Unit # E-4  
Anchorage, Alaska

NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this <sup>4th</sup> 15 day of August, 1992.  
For Wanda F. Peel.  
My commission expires 2-1-95.

Notary Public Sherrice Ace

Preston Gant

PRESTON GANT  
4008 Reka Unit # E-5  
Anchorage, Alaska

NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 17 day of July, 1992.  
For Preston Gant.  
My commission expires 2-1-95.

Notary Public Sherrice A. Ace

Agnes Gant

AGNES GANT  
4008 Reka Unit # E-5  
Anchorage, Alaska

NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 17 day of July, 1992.  
For Agnes Gant.  
My commission expires 2-1-95.

Notary Public Sherrice A. Ace

Marie S. Drew

MARIE S. DREW  
4008 Reka Unit # E-6  
Anchorage, Alaska

NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 15 day of August, 1992.  
For Marie S. Drew.  
My commission expires 2-1-95.

Notary Public Sherrice A. Ace

JAMES FEENEY  
JAMES FEENEY  
4010 Reka Unit # F-1  
Anchorage, Alaska

NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 1992.  
For James Feeney.  
My commission expires \_\_\_\_\_.

Notary Public \_\_\_\_\_

Ernestine Feeney  
 ERNESTINE FEENEY  
 4010 Reka Unit # F-1  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 25 day of August, 1992.  
 For Ernestine Feeney.  
 My commission expires 2-1-95.

Notary Public

Sherrie Ace  
 SHERRIE ACE  
 4010 Reka Unit # E & F-2  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 18 day of August, 1992.  
 For Jeanne H. Roberts.  
 My commission expires 2-1-95.

Notary Public

Sherrie G. Ace  
 SHERRIE G. ACE  
 4010 Reka Unit # F-3  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 15 day of August, 1992.  
 For Diane Johnson.  
 My commission expires 2-4-95.

Notary Public

Sherrie G. Ace  
 SHERRIE G. ACE  
 4010 Reka Unit # F-4  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 15 day of August, 1992.  
 For Scott Norwood.  
 My commission expires 2-1-95.

Notary Public

Sherrie G. Ace  
 SHERRIE G. ACE  
 4010 Reka Unit # F-4  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 15 day of August, 1992.  
 For Allison Norwood.  
 My commission expires 2-1-95.

Notary Public


Sherrie Ace  
 SHERRIE ACE

~~RENA MCFARLANE~~ RENA MCFARLANE  
4012 Reka Unit # G-3  
Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1992.  
For Rena McFarlane.  
My commission expires \_\_\_\_\_.

Notary Public \_\_\_\_\_

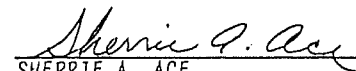
  
LISA H. HARKLE

4012 Reka Unit # G-4  
Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 26 day of August, 1992.  
SIM HARKLE & LISA HARKLE  
My commission expires 2-1-95.

Notary Public Sherrie A. Ace

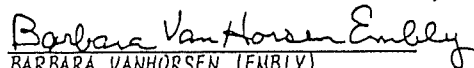
  
SHERRIE A. ACE

4012 Reka Unit # G-5  
Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 28 day of AUG, 1992.  
For Sherrie A. Ace.  
My commission expires 7-22-95.

Notary Public Vera L. Podger

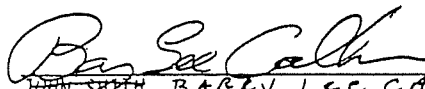
  
BARBARA VANHORSEN (EMBL)

4012 Reka Unit # G-6  
Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 17 day of July, 1992.  
For Barbara VanHorsen (Embyl).  
My commission expires 2-1-95.

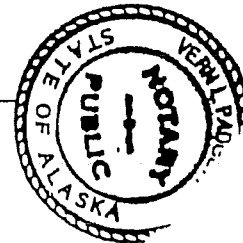
Notary Public Sherrie A. Ace

  
JOHN SMITH BARRY LEE CALHOUN  
4014 Reka Unit # H-1  
Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 17 day of July, 1992.  
For John Smith BARRY LEE CALHOUN  
My commission expires 2-1-95.

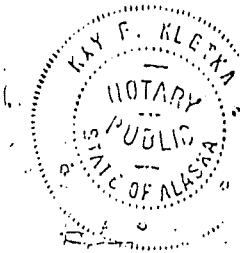
Notary Public Sherrie A. Ace



Rena McFarlane  
~~RENA MCFARLANE~~ RENA MCFARLANE  
 4012 Reka Unit # G-3  
 Anchorage, Alaska

NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 21<sup>st</sup> day of August, 1992.  
 For Rena McFarlane.  
 My commission expires June 4, 1994



Notary Public Kay F. Kleitka  
Anchorage, Alaska

~~STATE OF ALASKA - TEACHERS~~ by ~~KEITH L. NADING~~  
 4012 Reka Unit # G-4 ~~Sn. Vice President~~  
 Anchorage, Alaska ~~Seneca, Inc.~~

NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1992.  
 For ~~State of Alaska Teachers~~ by ~~KEITH L. NADING~~  
 My commission expires \_\_\_\_\_.

Notary Public \_\_\_\_\_

SHERRIE A. ACE  
 4012 Reka Unit # G-5  
 Anchorage, Alaska

NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1992.  
 For Sherrie A. Ace.  
 My commission expires \_\_\_\_\_.

Notary Public \_\_\_\_\_

Barbara VanHorsen Embly  
 BARBARA VANHORSEN (EMBLV)  
 4012 Reka Unit # G-6  
 Anchorage, Alaska

NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 17 day of July, 1992.  
 For Barbara VanHorsen (Embly).  
 My commission expires 2-1-95.

Notary Public Sherrie A. Ace

Barry Lee Calhoun  
 JOHN SMITH ~~BARRY LEE CALHOUN~~  
 4014 Reka Unit # H-1  
 Anchorage, Alaska

NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 17 day of July, 1992.  
 For ~~John Smith~~ Barry Lee Calhoun  
 My commission expires 2-1-95.

Notary Public Sherrie A. Ace



*Shirley Sherman*  
 SHIRLEY SHERMAN - TRUSTEE  
 4014 Reka Unit # H-2  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 18 day of August, 1992.  
 For Shirley Sherman - Trustee.  
 My commission expires 2-1-95.

Notary Public

*Sherrie Ace*

JOE WARD  
 4014 Reka Unit # H-3  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_, 1992.  
 For Joe Ward.  
 My commission expires \_\_\_\_\_.

Notary Public

JUDY WARD  
 4014 Reka Unit # H-3  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_, 1992.  
 For Judy Ward.  
 My commission expires \_\_\_\_\_.

Notary Public

HONG NGUYEN  
 4014 Reka Unit # H-4  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_, 1992.  
 For Hong Nguyen.  
 My commission expires \_\_\_\_\_.

Notary Public

PHAN NGUYEN  
 4014 Reka Unit # H-4  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_, 1992.  
 For Phan Nguyen.  
 My commission expires \_\_\_\_\_.

Notary Public

Shirley Sherman  
 SHIRLEY SHERMAN - TRUSTEE  
 4014 Reka Unit # H-2  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1992.  
 For Shirley Sherman - Trustee.  
 My commission expires \_\_\_\_\_.

Notary Public \_\_\_\_\_

Joe Ward  
 JOE WARD  
 4014 Reka Unit # H-3  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1992.  
 For Joe Ward.  
 My commission expires \_\_\_\_\_.

Notary Public \_\_\_\_\_

Judy Ward  
 JUDY WARD  
 4014 Reka Unit # H-3  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1992.  
 For Judy Ward.  
 My commission expires \_\_\_\_\_.

Notary Public \_\_\_\_\_

Hong Nguyen  
 HONG NGUYEN  
 4014 Reka Unit # H-4  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 25 day of August, 1992.  
 For Hong Nguyen.  
 My commission expires 2-1-95.

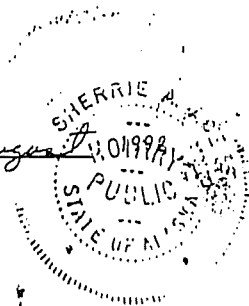
Notary Public Sherrie A. Ac

Phan Nguyen  
 PHAN NGUYEN  
 4014 Reka Unit # H-4  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1992.  
 For Phan Nguyen.  
 My commission expires \_\_\_\_\_.

Notary Public \_\_\_\_\_



*Shirley Sherman*  
 SHIRLEY SHERMAN - TRUSTEE  
 4014 Reka Unit # H-2  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1992.  
 For Shirley Sherman - Trustee.  
 My commission expires \_\_\_\_\_.

Notary Public \_\_\_\_\_

\_\_\_\_\_  
 JOE WARD  
 4014 Reka Unit # H-3  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1992.  
 For Joe Ward.  
 My commission expires \_\_\_\_\_.

Notary Public \_\_\_\_\_

\_\_\_\_\_  
 JUDY WARD  
 4014 Reka Unit # H-3  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1992.  
 For Judy Ward.  
 My commission expires \_\_\_\_\_.

Notary Public \_\_\_\_\_

\_\_\_\_\_  
 HONG NGUYEN  
 4014 Reka Unit # H-4  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1992.  
 For Hong Nguyen.  
 My commission expires \_\_\_\_\_.

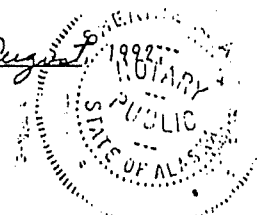
Notary Public \_\_\_\_\_

*Phan Nguyen*  
 PHAN NGUYEN  
 4014 Reka Unit # H-4  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 25 day of August, 1992.  
 For Phan Nguyen.  
 My commission expires 2-1-95.

Notary Public *Shirley Ace*

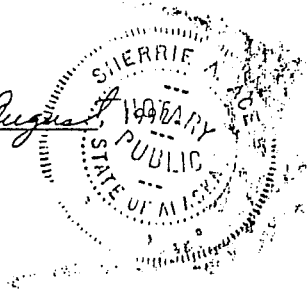


*Diff.*  
 MINH D. NGUYEN  
 4014 Reka Unit # H-4  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 25 day of August, 1992.  
 For Minh D. Nguyen.  
 My commission expires 2-1-95.

Notary Public

*Sherrie A Ace*

RONALD W. EMBLY II  
 4014 Reka Unit # H-5  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 1992.  
 For Ronald W. Embly II.  
 My commission expires \_\_\_\_\_.

Notary Public

LAUREL A. MURPHY  
 4014 Reka Unit # H-6  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 1992.  
 For Laurel A. Murphy.  
 My commission expires \_\_\_\_\_.

Notary Public

MINH D. NGUYEN  
 4014 Reka Unit # H-4  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 1992.  
 For Minh D. Nguyen.  
 My commission expires \_\_\_\_\_.

Notary Public \_\_\_\_\_

*R. W. Embly II*  
 RONALD W. EMBLY II  
 4014 Reka Unit # H-6  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 20 day of August, 1992.  
 For Ronald W. Embly II.  
 My commission expires 2-1-95.

Notary Public Sherrie Q. Oca



LAUREL A. MURPHY  
 4014 Reka Unit # H-6  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 1992.  
 For Laurel A. Murphy.  
 My commission expires \_\_\_\_\_.

Notary Public \_\_\_\_\_

MINH D. NGUYEN  
 4014 Reka Unit # H-4  
 Anchorage, Alaska

**NOTARY ACKNOWLEDGEMENT:**

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_, 1992.  
 For Minh D. Nguyen.  
 My commission expires \_\_\_\_.

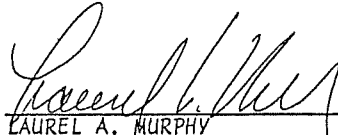
Notary Public \_\_\_\_\_

RONALD W. EMBLY II  
 4014 Reka Unit # H-5  
 Anchorage, Alaska

**NOTARY ACKNOWLEDGEMENT:**

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_, 1992.  
 For Ronald W. Embly II.  
 My commission expires \_\_\_\_.

Notary Public \_\_\_\_\_

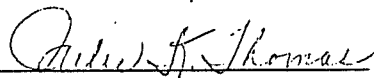


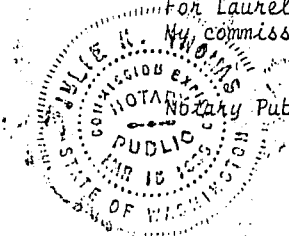
LAUREL A. MURPHY  
 4014 Reka Unit # H-6  
 Anchorage, Alaska

**NOTARY ACKNOWLEDGEMENT:**

Subscribed and sworn to before me this 1st day of Sept., 1992.  
 For Laurel A. Murphy.  
 My commission expires 3/15/95.

Notary Public





Eugene I. Nagel  
 EUGENE I. NAGEL  
 4010 Reka Unit # F-5  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 17 day of July, 1992.  
 For Eugene I. Nagel.  
 My commission expires 2-1-95.

Notary Public Shirley A. Ace

ANDREA M. SIMPSON  
 4010 Reka Unit # F-6  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 14 day of Sept, 1992.  
 For Andrea M. Simpson.  
 My commission expires \_\_\_\_\_.

Notary Public \_\_\_\_\_

\* Shirley Bruton  
 SHIRLEY BRUTON  
 4012 Reka Unit # G-1  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 14th day of Sept, 1992.  
 For Shirley Bruton.  
 My commission expires June 5, 1995

Notary Public Shirley A. Ace

Susan L. Carr  
 SUSAN L. CARR  
 4012 Reka Unit # G-2  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 15 day of August, 1992.  
 For Susan L. Carr.  
 My commission expires 2-1-95.

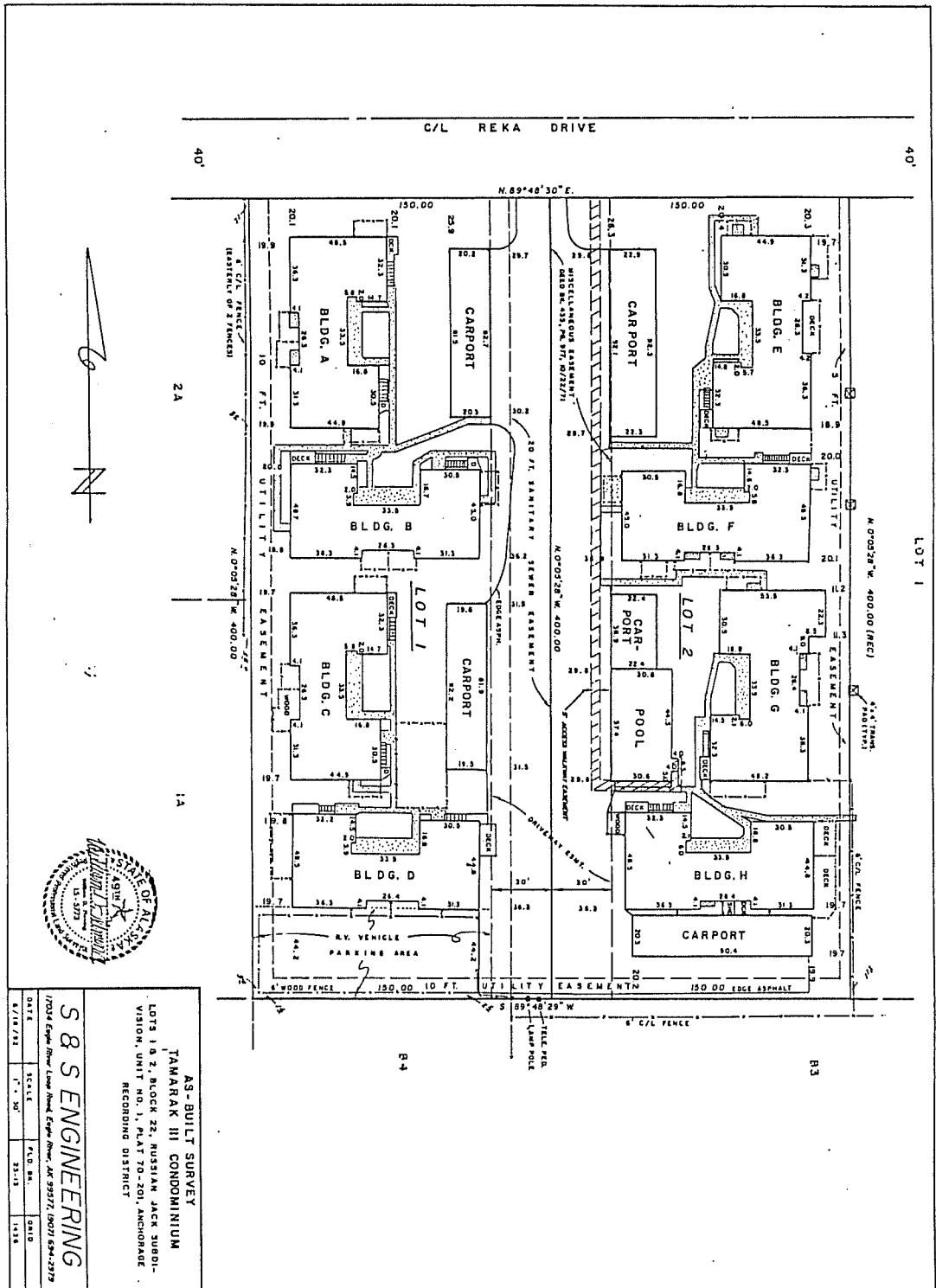
Notary Public Shirley A. Ace

Doug Lalla  
 DOUG LALLA  
 4012 Reka Unit # G-3  
 Anchorage, Alaska

## NOTARY ACKNOWLEDGEMENT:

Subscribed and sworn to before me this 15 day of August, 1992.  
 For Doug Lalla.  
 My commission expires 2-1-95.

Notary Public Shirley A. Ace



93-019002  
 2310C  
 ANCHORAGE REC. DISTRICT  
 REQUESTED BY McNaill & Assoc  
 '93 APR 21 PM 3 32



STATUTORY QUITCLAIM DEED

**COPY**

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration acknowledged received, the undersigned **TAMARAK FOUR CONDO ASSOCIATION, INC.**, of c/o Real Estate Unlimited, LLC, PO Box 110687, Anchorage, Alaska 99511 ("Grantor") hereby conveys and quitclaims to **MOUNTAIN ASH CONDOMINIUM ASSOCIATION, INC.** of c/o C.M.S. Condominium Management, 12931 Aro Circle, Anchorage, Alaska 99515-3740 ("Grantee"), any and all interest, if any, to the following described real property located in the Anchorage Recording District, Third Judicial District, States of Alaska:

An undivided twenty-four-ninety-sixth (24/96) interest in and to:

The East Thirty (30) feet of the West Sixty (60) feet of the North Fifty-Seven (57) feet of the South One Hundred Sixty-Seven (167) feet of Lot Two (2), Block Twenty-Two (22), of RUSSIAN JACK SUBDIVISION, UNIT NO. 1, according to Plat 70-201, in the Anchorage Recording District, Third Judicial District, State of Alaska. (All of such area is referred to as "the swimming pool").

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

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

DATED at Anchorage, Alaska, this \_\_\_\_\_ day of September, 1997.

**Grantor:**

Tamarak Four Condo Association, Inc.

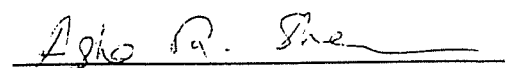
**COPY**

By:



Its: President

By:

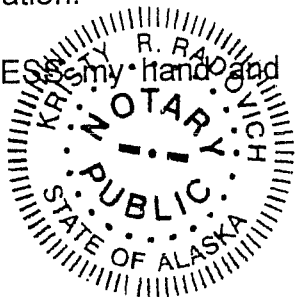


Its: Secretary

State of Alaska                     )  
  ) ss.  
Third Judicial District            )

THIS IS TO CERTIFY that the foregoing instrument was acknowledged before me on this 6<sup>th</sup> day of <sup>October</sup>~~September~~, 1997, by Conrad Brown, the president of Tamarak Four Condo Association, Inc., a Alaska corporation, on behalf of the corporation.

WITNESS my hand and  
written.

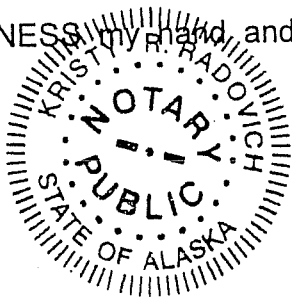


Krusty R Radovich  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: 10-11-00

State of Alaska                     )  
  ) ss.  
Third Judicial District            )

THIS IS TO CERTIFY that the foregoing instrument was acknowledged before me on this 10<sup>th</sup> day of <sup>October</sup>~~September~~, 1997, by Asha R. Sharma, the secretary of Tamarak Four Condo Association, Inc., a Alaska corporation, on behalf of the corporation.

WITNESS my hand and  
written.



Krusty R Radovich  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: 10-11-00

RECORD IN THE ANCHORAGE RECORDING DISTRICT

After recording, return to:

Shane J. Osowski  
WALKER WALKER  
WENDLANDT & OSOWSKI, LLC  
550 West Seventh Avenue, Suite 1850  
Anchorage, AK 99501

**COPY**

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

The undersigned parties to this Settlement Agreement And Mutual Release Of Claims (hereafter "Settlement Agreement"), **Mountain Ash Condominium Association, Inc.** ("Mt. Ash") and **Tamarak Four Condo Association, Inc.** ("Tamarak IV") desire to settle all outstanding claims and potential claims relating to the swimming pool located within the Mt. Ash (formerly known as Tamarak II and III) condominium development. The parties hereby agree as follows:

1. Tamarak IV shall execute a quitclaim deed conveying to Mt. Ash all ownership interest which Tamarak IV may possess in and to the swimming pool.
2. Mt. Ash agrees to waive any and all claims against Tamarak IV related to pool maintenance or expenses. Mt. Ash further agrees to assume full responsibility for pool ownership and maintenance from and after the date of this Settlement Agreement.
3. The parties have engaged in substantial negotiation and independent examination of the issues. Mt. Ash and Tamarak IV have agreed to settle all claims and disputes arising between them concerning the facts and issues raised or which could have been raised in relation to the swimming pool. Upon execution of this Settlement Agreement, the above-referenced matter shall be completely resolved, with each party to bear their own costs and attorneys' fees
4. Mt. Ash accepts the swimming pool in its "AS IS" condition. All provisions of the Alaska Residential Real Estate Disclosure Statute are hereby waived pursuant to AS 34.70.110.
5. Each party will bear its own costs and attorney's fees incurred in resolving this matter.

6. Pursuant to the above terms, and in mutual exchange of promises contained herein, each party agrees, on behalf of itself, its heirs, agents, servants, successors, executors, administrators and assigns, to release, acquit and forever discharge the other, its heirs, agents, servants, successors, executors, administrators, and assigns from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of services, loss of use, expenses, and compensation whatsoever, or any other thing whatsoever, asserted, assertable, or unasserted, which it may now have or hereafter accrue on account of or in any way arising out of any and all known and unknown, foreseen and unforeseen damages including but not limited to, compensatory and punitive damages, property damage and personal injury and the consequences thereof, and all breaches of contract or interference with contractual relationship or breach of fiduciary duty, resulting from or in any way relating to the swimming pool which were, could or may have been raised, asserted, or set forth prior to execution of this Settlement Agreement.

7. Each party agrees to forever refrain from bringing any suit or making any claims or demands in litigation, arbitration, mediation, or otherwise against any person or entities in connection with any damages it has suffered or will suffer arising out of or in any way relating to claims actually asserted or unasserted in relation to the swimming pool.

8. The undersigned acknowledge that they are familiar with the decision of the Alaska Supreme Court in Young v. State, 455 P.2d 889 (Alaska 1969), which stands for the general proposition that a release of liability as to one party does not release other possible jointly liable parties unless such other possibly liable parties are

specifically named in the release. The undersigned parties hereby waive any and all protections afforded by said decision and represent that it is their intention and desire to fully release all individuals, firms or corporations who could at any future date be possible defendants in any action arising out of the lease, occupancy and purchase of real property described above as fully as though they were specifically listed herein.

9. The undersigned parties represent that they are familiar with the decisions of the Alaska Supreme Court in Witt v. Watkins, 579 P.2d 1065 (Alaska 1978) and Totem Marine Tug and Barge v. Alyeska Pipeline Service Company, 584 P.2d 15 (Alaska 1978). The Witt v. Watkins decision stands for the proposition that releasors (such as the undersigned) can release claims arising out of an incident which are not yet known, discovered, or fully matured at the time of the release. Totem Marine Tug and Barge v. Alyeska Pipeline Service Company, holds that in certain circumstances, economic deprivations or hardships to a party, caused by a released party, can later be found to invalidate a release. The undersigned parties reaffirm that it is nevertheless their intention to release and discharge the released parties from any and all liability and they expressly waive the protections set forth in those two cases. The undersigned expressly represent that they are free of any duress of any sort and that they execute this release whether or not further damages are subsequently discovered or if further damages of a different degree or kind than are now alleged, known, anticipated or expected are incurred.

10. The undersigned parties acknowledge that they are represented by, and have had the opportunity to discuss this release with, counsel of their choosing before execution. Each party and counsel for each party to this Settlement Agreement has

reviewed and cooperated in the drafting and preparation of this Settlement Agreement. This Settlement Agreement is also the product of arm's-length negotiations carried on between and among the parties and their respective counsel. As a jointly produced contract, this Settlement Agreement shall be construed as a whole according to its fair meaning and not for or against any party hereto, or their legal representatives.

11. The parties warrant that no promise, inducement or agreement not expressed herein has been made to them in connection with this Settlement Agreement, and that this Settlement Agreement expresses the entire and exclusive agreement between the parties. There is no other agreement, written or oral, express or implied, between the parties with respect to the subject matter of this Settlement Agreement, except this Settlement Agreement. This Settlement Agreement may only be modified in a writing signed by all parties.

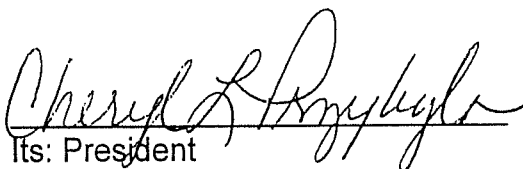
12. It is understood and agreed that this release is part of a settlement and compromise of disputed claims, that the consideration given by each party is not to be construed as an admission of liability on the part of any party, and that the parties expressly deny liability for any claims and intend merely to avoid litigation and settle the matter.

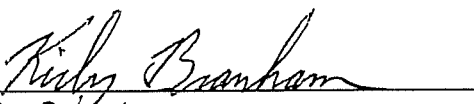
13. This Settlement Agreement may be executed and exchanged in duplicate original or facsimile counterparts, but it is understood and agreed that there is only one Settlement Agreement, and the signing of this Settlement Agreement in duplicate original or facsimile counterparts does not alter, nor shall be construed to alter, that fact.

14. This Settlement Agreement shall be interpreted according to the laws of the State of Alaska.

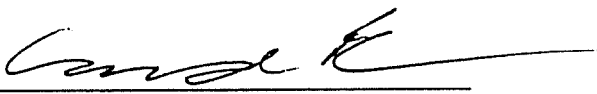
15. The undersigned parties hereby declare that the terms of this release have been carefully read and are fully understood and are voluntarily accepted for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise, for or on account of the damages above mentioned. The undersigned further represent that the individuals executing this Settlement Agreement have full authority to do so, thereby binding the respective parties to the terms of this agreement.

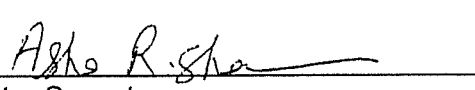
**Mountain Ash Condominium Association, Inc.**

By:   
Its: President

By:   
Its: Secretary

**Tamarak Four Condo Association, Inc.**

By:   
Its: President

By:   
Its: Secretary





## Mt. Ash Acknowledgment

State of Alaska )  
 ) ss.  
Third Judicial District )

THIS IS TO CERTIFY that the foregoing instrument was acknowledged before me on this 8 day of <sup>December</sup>~~September~~, 1997, by Cheryl Przybyla, the president of Mountain Ash Condominium Association, Inc., a Alaska corporation, on behalf of the corporation.

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

NOTARY PUBLIC in and for Alaska  
My Commission Expires: 7.1.2010 J. L. MAGOWAN  
~~MY COMM. EXPIRES 7.1.10~~

State of Alaska )  
 ) ss.  
Third Judicial District )

J. L. MAGOWAN  
 MY COMMIT. EXPIRES 3-2-98

THIS IS TO CERTIFY that the foregoing instrument was acknowledged before me on this 8 day of ~~September~~ <sup>December</sup>, 1997, by Kirby Sorenson, the secretary of Mountain Ash Condominium Association, Inc., a Alaska corporation, on behalf of the corporation.

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

NOTARY PUBLIC in and for Alaska  
My Commission Expires: J. L. MAGOWAN  
MY COM. EXPIRES 3-2-99

**AMENDMENT TO DECLARATION  
TAMARAK IV COMDOMINIUM**

The declaration for Tamarak IV Condominium, originally recorded July 6, 1979 in Book 416, at Page 586 in the Anchorage Recording District, Third Judicial District, State of Alaska, pertaining to Lot One (1), Block Twenty-one (21) of the RUSSIAN JACK SUBDIVISION, UNIT NO. 1, according to Plat No. 70-201 filed on July 27, 1970, which declaration was previously amended by document recorded February 13, 1985 in Book 1227, at Page 257, is hereby amended by the addition of a new section thirteen (13) as follows:

13. All parties are placed on notice that Tamarak IV has no interest in the swimming pool located on adjoining property described as:

The East Thirty (30) feet of the West Sixty (60) feet of the North Fifty-Seven (57) feet of the South One Hundred Sixty-Seven (167) feet of Lot Two (2), Block Twenty-Two (22), of RUSSIAN JACK SUBDIVISION, UNIT NO. 1, according to Plat 70-201, in the Anchorage Recording District, Third Judicial District, State of Alaska. (All of such area is referred to as "the swimming pool").

Tamarak IV previously held an ownership interest in the swimming pool, although the original declaration failed to specify this interest. The association has since conveyed its interest to Mountain Ash Condominium Association, Inc. pursuant to Quitclaim Deed recorded on \_\_\_\_\_, in Book \_\_\_\_\_, at Page \_\_\_\_\_ of the Anchorage Recording District, Third Judicial District, State of Alaska.


Article VIII, Section 4 of the association bylaws is temporarily suspended for purposes of enacting this amendment, to the extent said provision may be construed to otherwise restrict the association's ability to enact this amendment. The undersigned certify that this amendment was properly enacted and approved by

homeowners representing 71.384 percent (71.384%) ownership of the association in accordance with Section 12 of the original declaration.

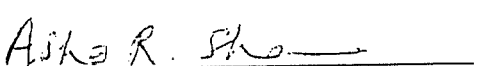
DATED at Anchorage, Alaska, this \_\_\_\_\_ day of September, 1997.

**Tamarak Four Condo Association, Inc.**

By:

  
Its: President

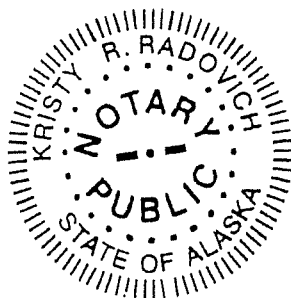
By:

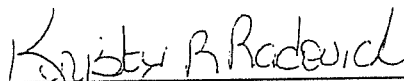
  
Its: Secretary

State of Alaska                    )  
  ) ss.  
Third Judicial District        )

THIS IS TO CERTIFY that the foregoing instrument was acknowledged before me on this 1<sup>st</sup> day of <sup>October</sup>~~September~~, 1997, by Conrad Brown, the president of Tamarak Four Condo Association, Inc., a Alaska corporation, on behalf of the corporation.

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



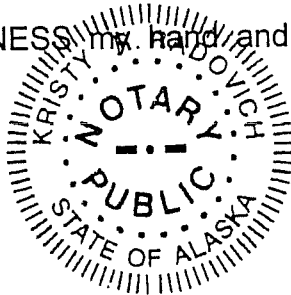
  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: 10-11-00

**COPY**

State of Alaska                    )  
  ) ss.  
Third Judicial District         )

THIS IS TO CERTIFY that the foregoing instrument was acknowledged before me on this 1<sup>st</sup> day of <sup>October</sup>~~September~~, 1997, by Asha R. Sharma, the secretary of Tamarak Four Condo Association, Inc., a Alaska corporation, on behalf of the corporation.

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



Kristy R Radevich  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: 10-11-00

RECORD IN THE ANCHORAGE RECORDING DISTRICT

After recording, return to:

Shane J. Osowski  
WALKER WALKER  
WENDLANDT & OSOWSKI, LLC  
550 West Seventh Avenue, Suite 1850  
Anchorage, AK 99501

**COPY**