

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR BEAR MOUNTAIN CONDOMINIUMS
PHASE ONETABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
§ 1	General Provisions	1
§ 2	Definitions	2
§ 3	Condominium Building and Grounds	6
§ 4	Project Administration	6
§ 5	Use Restrictions	9
§ 6	Partition, Subdivision and Combination	14
§ 7	Repair and Maintenance	15
§ 8	Damage and Destruction	16
§ 9	Assessments	18
§ 10	Rights of Mortgagees	22
§ 11	Insurance	23
§ 12	Condemnation	25
§ 13	Legal Proceedings	27
§ 14	Construction by Declarants	27
§ 15	Easements	28
§ 16	Amendment	28
§ 17	Phase 2	29
§ 18	Severability	32
§ 19	Service of Process	32

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR BEAR MOUNTAIN CONDOMINIUMS
PHASE I

Curt Josaitis, Beverly Josaitis, and Dan Helton, by this declaration hereby establish a horizontal property regime with respect to the property described herein for a condominium project known as Bear Mountain Condominiums.

Section 1. General Provisions.

A. Legal description. The declarants own and hereby submit to the provisions of the Alaska Horizontal Property Regimes Act certain real property located in the Third Judicial District, State of Alaska described as follows:

Lot 12A, Tundra Jewell Ranch
Subdivision, Section 16,
Township 15 North, Range 1 West,
Seward Meridian

B. Survey maps and condominium plan. The declarants have filed in the Anchorage Recording District simultaneously with the filing of this declaration survey maps and a condominium plan for the project under file number 83-16, which condominium plan is incorporated by reference as if fully set forth herein.

C. Mutual restrictions. The declarants desire and intend to subdivide the property into a condominium estate and to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all the condominium estate created.

D. Covenants running with the land. Declarants hereby declare that all of the property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the covenants, conditions, restrictions, easements, and limitations contained in or made pursuant to this declaration, all of which the declarants declare and agree to in furtherance of a plan for the protection, maintenance, improvement, and sale of the property for the purpose of enhancing the value and desirability of the property. The declarants hereby impose the provisions of this declaration as equitable servitudes upon the property. All of the covenants, conditions, restrictions, easements, and limitations herein shall run with the land and shall be binding upon and for the benefit of all of the property and all parties having or acquiring any right, title, or interest in the property or any part thereof.

E. Undivided interest in common areas. Declarants, their successors, assigns, and grantees covenant and agree that the undivided interest in the common areas and limited common areas and the fee titles to the respective units conveyed therewith shall not be separated or separately conveyed and that each such individual interest shall be deemed to be conveyed or encumbered with its respective unit, even if the description in an instrument of conveyance or encumbrance refers only to the unit. Any conveyance of a condominium, a unit, or any portion thereof by its owner subsequent to the initial sales of the condominiums shall be presumed to convey the entire condominium.

F. Duration. This declaration shall be perpetual and continue in full force until terminated by law or as otherwise provided herein.

Section 2. Definitions.

A. Specific terms. Unless the context clearly indicates otherwise, the following terms used in this declaration shall be defined as set forth in this section.

1. Act. Act means the Horizontal Property Regimes Act as it now exists or shall be amended hereafter, which is now codified as Alaska Statutes §§ 34.070.010--.460.

2. Anchorage. Anchorage means the Municipality of Anchorage, Alaska.

3. Anchorage Recording District. Anchorage Recording District means the Anchorage Recording District of the Third Judicial District of the State of Alaska.

4. Articles of Incorporation. Articles of Incorporation mean the Articles of Incorporation for Bear Mountain Condominium Owners Association, Inc.

5. Association. Association means Bear Mountain Condominium Owners Association, Inc., an Alaska nonprofit corporation.

6. Board of Directors. Board of directors or board means the Board of Directors of the Bear Mountain Condominium Owners Association.

7. Bylaws. Bylaws means the Bylaws of the Bear Mountain Condominium Owners Association.

8. Capital improvement assessment. Capital improvement assessment means a charge against each unit owner and his condominium representing a portion of the cost to the association for installation or construction of any capital improvements on any of the common areas or the limited common areas that the association may authorize.

9. Commercial unit. Commercial unit means unit 100 and its corresponding limited common areas over which the commercial unit owner has an exclusive easement as provided for in § 5.

10. Common areas. Common areas means all areas and facilities on the property except the units. For maintenance purposes of the association the common areas include but are not limited to all gas, water, and waste pipes; all sewers, ducts, chutes, conduits, wires, and other utility installations of the multifamily structure wherever located except for outlets thereof located within the units; the lot upon which the structure is located and the airspace above the structure; all bearing walls, columns, floors, roofs, slabs, foundations, stairways and landscaping; the unassigned parking spaces, the laundry room, and the mailboxes.

11. Common assessment. Common assessment means the portion of the costs of maintaining, improving, repairing, replacing, and managing the project; operational costs for the common areas; and all other common expenses that are charged to each unit owner's condominium and are to be paid by each unit owner to the association for common expenses.

12. Common expenses. Common expenses mean the actual and estimated cost of maintenance, management, operation, repair, and replacement of the common areas and the limited common areas to the extent not paid by the unit owner responsible for payment, including unpaid special assessments and reconstruction assessments; the cost of management and administration of the association including but not limited to compensation paid by the association to managers, accountants, attorneys, and other employees; the cost of utilities benefiting the common areas and the limited common areas; the cost of fire, casualty, liability, workmen's compensation, and other insurance covering the project; the cost of bonding of the members of the management body; taxes paid by the association; amounts paid by the association for discharge of any lien or encumbrance levied against the entire project or portions thereof; and the cost of any other item or items designated by or in accordance with other expenses incurred by the association for any reason whatsoever.

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

14. Condominium building. Condominium building or building means the building constructed or to be constructed as described in § 3 on the property described in § 1.

15. Declarants. Declarants mean Curt Josaitis, Beverly Josaitis, and Dan Helton, and their successors, assigns, and legal representatives.

16. Institutional holder. Institutional holder means a mortgagee that is a bank, savings and loan association or corporation, insurance company, federal agency, state agency, or other entity chartered under federal or state law and includes but is not limited to Alaska Housing Finance Corporation (AHFC), the Federal Home Loan Mortgage Company (FHLMC), the Federal National Mortgage Association (FNMA), and the Veterans Administration (VA).

17. Limited common areas. Limited common areas means all areas and facilities of the project for which exclusive easements are reserved for the benefit of unit owners, including but not limited to assigned parking spaces storage facilities, and residential unit decks as those areas are set forth in Exhibit B attached hereto, on the survey map, and on the floor plans referred to in § 1.

18. Mortgage, mortgagee, mortgagor. Mortgage shall be deemed to include a deed of trust; Mortgagee, the beneficiary of a deed of trust; and mortgagor, the trustor of a deed of trust.

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

20. Property. Property shall mean all the real property described in § 1 subject to this declaration.

21. Reconstruction assessment. Reconstruction assessment means a charge against each unit owner and his condominium representing a portion of the cost to the association pursuant to the provisions of § 9.

22. Residential unit. Residential unit means units 101 - 108 and 201 - 208 and their corresponding limited common areas over which the unit owner has an exclusive easement as provided herein as set forth in § 5.

23. Special assessment. Special assessment means a charge against a particular unit owner and his condominium directly attributable to the unit owner and equal to the costs incurred by the association for corrective action performed pursuant to the provisions of this declaration plus late fees thereon as provided in the declaration.

24. State. State means the State of Alaska.

25. Unit. Unit means an individual airspace and as used herein is identical to the definition of an apartment as defined in Alaska Statutes § 34.07.045. Unit shall mean and include the elements of a condominium not owned in common with the owners of other units in the property. Each of the units in the structures separately described and designated in Exhibit A attached to this declaration and incorporated by reference herein shall be separate freehold estates. The boundary lines of those freehold estates are the interior unfinished surfaces exclusive of paint, paper, wax, tile, enamel, or other furnishings of its perimeter walls, floors, ceilings, windows, and doors thereof as shown on the survey maps and floor plans referred to above. A unit includes both the portions of a building so described and the airspace so encompassed and includes all fixtures, improvements, and partitions contained therein. Notwithstanding the foregoing provisions, bearing and party walls, roofs, foundations, pipes, flues, conduits, wires, cable television antennae or aerials, and utility lines for commonly used spaces running through a unit that are utilized for or serve more than one unit are not within the definition of a unit.

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

27. Unit owners. Unit owners mean the residential unit and commercial unit owners collectively.

B. Other terms. Other terms separately defined in another section of this declaration shall be so defined. Other terms defined in the association's bylaws, rules, and regulations, shall be defined as provided therein provided such terms are not prohibited by the provisions of this declaration.

Section 3. Condominium Buildings and Grounds.

A. Exterior. The condominium building is a single two story wood frame stucco building. The foundation is made of standard reinforced concrete with concrete slab floor and reinforced poured concrete foundation walls. The superstructure is made of wood. The exterior of the building is made of stucco, wood, anodized aluminum, and glass. The roof structure will be made of wood. A detached covered parking area contains sixteen parking spaces and sixteen storage areas. The location of the condominium building, the units, and limited common areas is shown on the survey map and condominium plan referred to in § 8.

B. Interior. The interior of the condominium building consists of one ground floor containing eight residential units and the first floor of the commercial unit and a second floor containing eight residential units and the second floor of the commercial unit. The units and access thereto are more particularly described on Exhibit A attached hereto and incorporated by reference as part of this declaration.

C. Limited common areas. The limited common areas are set forth on the survey map and floor plans filed with this declaration and are described in Exhibit B attached hereto and hereby incorporated by reference as part of this declaration.

D. Value. The total value of the project is \$1,495,000. The values of each unit are set forth in Exhibit C attached to this declaration and hereby incorporated by reference as part of the declaration. The values are established as required by Alaska Statutes § 34.07.020, but do not necessarily indicate the amount for which the declarants or others will sell such units.

E. Undivided interest. The owner of each unit shall have an undivided interest in the common areas for all purposes including voting as set forth in Exhibit C.

Section 4. Project Administration.

A. The association. Bear Mountain Condominium Owners Association shall administer and manage the project in accordance with the terms of the Act, this declaration, the articles of incorporation, and the bylaws adopted pursuant thereto.

B. Membership. Every unit owner who is subject to assessment shall automatically be a member of the association upon becoming the owner of a condominium and shall remain a member thereof until his ownership ceases for any reason, at which time his membership in the association shall automatically cease. A person shall be deemed an owner of a condominium only upon recordation of a deed conveying the condominium to him, and the membership shall be appurtenant to the condominium conveyed.

C. Bylaws. The association shall adopt by laws for the administration of the property and the association and for other purposes not inconsistent with the Act and this declaration. The by laws shall be adopted by the board after their election at the association organizational meeting, which meeting shall be held within 120 days after the date of the first conveyance of title to 75 percent of the units or within two years after conveyance of the first unit, whichever occurs first. The bylaws may be amended or modified by the vote of 75 percent of the unit owners. Association members may propose any proposed modification or amendment to the bylaws at any duly constituted annual or special meeting of the association. The notice of any meeting in which action is to be taken shall include a copy of the proposed amendment.

D. General powers and duties. The association shall have all the general powers of a nonprofit corporation organized under the laws of the State of Alaska to do any and all things that a corporation may lawfully do in operating for the benefit of its members, the powers and duties set forth in this declaration, the articles of incorporation, and the bylaws, and those powers reasonably implied to do all acts necessary or proper for or incidental to the exercise of any of the express powers of the association or for the peace, health, comfort, safety, and general welfare of the unit owners and their guests, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Act, this declaration, the articles, and the bylaws.

E. Special powers of the board. The board shall have the power to determine whether any activity, condition, object, noise, sound source, or any other thing constitutes a nuisance, unreasonable obstruction of a view, an unsightly object, improper sign, or other offensive use of the project in violation of the restrictions of § 5.

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

G. Priorities or inconsistencies. If there are conflicts or inconsistencies between this declaration and either the articles of incorporation or the bylaws, the terms and provisions of this declaration shall prevail.

H. Managing agent. The board may employ either a responsible individual or corporation to perform such duties and services as the board shall authorize and delegate. The association shall enter into a written contract with a professional, corporate, or individual manager to conduct and perform the business, obligations, and duties of the association. Except as otherwise provided in the prior written consent of all holders of first mortgages on the units or except as otherwise required in the written guidelines established by AHFC, FHLBC, FNMA, and VA, the management contract required by this section shall expressly provide for termination by either party without cause and without payment of a termination fee upon ninety days or less written notice and shall have a term of not more than three years.

I. Shares and voting. At any meeting of the association each condominium owner, including declarants as to those condominiums not sold, shall be entitled to vote the percentage set forth in Exhibit C. Where there is more than one record owner of a condominium, any or all of such persons may attend any meeting of the association, but it shall be necessary for those owners present to act unanimously in order to cast the vote to which the condominium is

entitled. All agreements and determinations lawfully made by the association in accordance with the voting percentages established herein shall be deemed to be binding on all owners of condominiums, their successors, and assigns.

J. Control by declarant. Before the election of the first board as provided for in the association bylaws, the declarants, their successors, or assigns shall have all the rights, powers, and obligations of the board provided in this declaration and bylaws to administer the project; provided, however, that declarants shall be subject to all limitations on the powers of the declarants and the board provided for in this declaration, the articles of incorporation, and the bylaws, and provided further that control of the association shall vest in the unit owners within 120 days after the date of first conveyance of title to 75 percent of the units or within two years following conveyance of the first unit, whichever occurs first. The declarants shall have the right to change or modify any terms, restrictions, and covenants contained herein effective upon the recording thereof; provided the declarants shall not make any change or modification of this declaration without the prior written approval of the holder of the first entire condominium project, or the holders of the first mortgages on any unit or part of the common areas.

Section 5. Use Restrictions

A. Use of the units. No unit owner, occupant, lessee, guest, invitee, or licensee shall cause, permit, or allow in his unit or on the project any use prohibited by § 5 or inconsistent with the uses permitted in § 5. As used in § 5, person means a unit owner, occupant, lessee, guest, invitee, or licensee.

B. Residential units. The use of each residential unit is hereby restricted to single family residential uses and uses related to the convenience and enjoyment of such residential use.

C. Commercial unit. The commercial unit and its corresponding limited common areas over which the commercial unit owner has an exclusive easement may be used for a health spa having office space, handball courts, exercise rooms, sun rooms, sauna, aqua spray, observation area, and other recreational facilities. The commercial unit may be used for retail business, office, commercial, professional, and any other lawful business purpose if this declaration is duly amended pursuant to the provisions of §§ 6(C) and 16.

D. Sales and construction facilities. Notwithstanding § 5(A) declarants shall be permitted during the period of construction and sale of residential and commercial units to maintain upon such portion of the property as declarants may choose such facilities as in the sole opinion of the declarants may be reasonably required, convenient, or incidental to the construction, sale, or rental of residential and commercial units. Declarants or a person designated by the association as agent of the association may maintain management offices and facilities for purposes of managing the property.

E. Compliance with law. Each unit owner shall comply with all valid federal, state, and local government statutes, ordinances, laws, and regulations of all governmental bodies having jurisdiction over the project.

F. Rules and regulations. The board may adopt written rules and regulations concerning and governing the use of the common areas and limited common areas, provided that such rules are furnished to owners prior to occupancy and that such rules are uniform and nondiscriminatory. The board may promulgate other rules and amend rules in the manner provided by the bylaws, provided such rules are in writing and not inconsistent with or contrary to the terms of this declaration.

G. Leases. A commercial unit owner shall have the express right to lease a commercial unit subject to the terms and conditions of this declaration. A residential unit owner may lease his unit to a third party unless prohibited by law or by an institutional holder of a first mortgage on such unit. All leases or rental agreements shall be in writing, shall expressly provide that the terms thereof are subject in all respects to the provisions of this declaration, the bylaws, and association rules and regulations, and shall expressly state that the lessee's failure to comply with the terms of such documents is a default under the lease or rental agreement. Except when a lender is in possession of a residential or commercial unit, failure to comply with the

terms of such documents is a default under the lease or rental agreement. Except when a lender is in possession of a residential or commercial unit after a default on the first mortgage, after a foreclosure proceeding, or pursuant to any deed or other arrangement in lieu of foreclosure, no unit owner shall rent or lease either a unit for transient or hotel purposes. No unit owner shall rent or lease less than the entire unit, nor shall any owner attempt to subject his ownership interests to a time-sharing interest.

E. Business or commercial activity. No person shall maintain or conduct any business or commercial activity in any residential unit except that declarants or the association's designated agent for purposes of managing the property may maintain management offices and facilities in a residence or in a temporary structure constructed on the project. Residential unit owners may carry on professional and administrative occupations within the residence unless prohibited by law so long as there exists no external evidence thereof.

I. Animals. No person shall keep any animals, livestock, or poultry in any unit except that domesticated dogs, cats, fish in aquariums, and birds inside bird cages may be kept as household pets within the project, provided that they are not kept, bred, or raised therein for commercial purposes or in unreasonable quantities. Except for fish in aquariums and birds inside bird cages, no person shall keep more than two animals in any unit. The association shall have the right to prohibit maintenance of any animal that constitutes in the opinion of the board a nuisance to any other unit owner. Dogs and cats belonging to a unit owner, occupant, lessee, guest, invitee, or licensee must be kept either inside the owner's unit, outside the unit within an approved enclosure, or outside the unit on a leash at all times held by a person capable of controlling the animal. All enclosures for keeping animals must be maintained so that the animal cannot escape therefrom and must be approved by the board prior to use. The board or its designee may remove any dog or cat that belongs to a unit owner and is found unattended or not held on a leash by a person capable of controlling the animal to a pound or animal shelter under

the jurisdiction of the local government in which the property is situated. Furthermore any unit owner shall be absolutely liable to each and all remaining owners, their families, guests, and invitees for any damage to person or property caused by any pets brought or kept upon the property by an owner or by members of his family, guests, licensees, or invitees.

J. Temporary structure. No person shall store or permit the storage of any trailer, snowmobile, or other recreational vehicle on any part of the project even if such storage is meant to be temporary. Declarants, however, may maintain trailers or temporary structures for use incidental to the initial construction of the improvements on the property thereon, but shall remove such trailers or temporary structures within a reasonable time upon completion of construction of the project.

K. Parking and vehicular restrictions. No person shall park on or leave on the property subject to this declaration any inoperable or nonoperating vehicle. The parking spaces on the property shall be used for parking vehicles only and shall not be converted for living, recreational, or business purposes. Parking spaces are located and assigned to unit owners as shown on the filed floor plan of the project.

L. Storage. No person shall store, deposit, accumulate, or preserve refuse, materials, equipment, or other objects of any nature on any portion of the project, including decks, except wholly within the storage area located and assigned to a unit owner as shown on the filed floor plan of the project. No person shall store building materials, refuse, or any other building materials other than in connection with approved construction, upon such terms and conditions as the board requires.

M. View obstruction. No person shall plant or permit the planting or maintenance of any obstruction anywhere on the project in such location or of such height as to unreasonably obstruct the view of any unit owner or storage of any unsightly objects of any nature anywhere on the project.

N. Rubbish removal. No person shall dispose of or permit the disposal of trash, garbage, refuse, or other waste except by wrapping such waste in a secure package and depositing same into a designated trash container or into refuse collection facilities on ground level. No person shall dispose of or permit the disposal of any trash or refuse on any other portion of the project subject to this declaration.

O. Signs. Except in the interior of a unit and except as otherwise provided for a commercial unit, no person shall

display, print, enscribe, or affix on or to any part of the outside or inside of the building or elsewhere on the project any sign, picture, advertisement, name, or notice within the project unless approved by the association. No person shall place near the glass of any window, door, partition, or wall anything that may appear unsightly from outside the building. No person shall cover or obstruct the doors, windows, light fixtures, and any lights that reflect or admit light into the halls or other places of the building. The owner of a commercial unit may display on the exterior of a commercial unit or within a commercial unit such signs, pictures, advertisements, names, or notices as permitted by applicable federal, state, and local government statutes, ordinances and other laws, provided such displays do not constitute a nuisance otherwise prohibited by § 5(P).

P. Nuisances. No person shall operate or use a snowmachine, anywhere on the project, repair or work on an automobile anywhere on the project, or carry on any other noxious or offensive activity anywhere on the project. No person shall cause or permit loud noises on the property nor use or place any horns, whistles, bells, or other sound devices in any residence, except security devices used exclusively to protect the security of a residence and its contents. No person shall do, keep, or permit anything upon the property that will increase the rate of insurance thereon or that will obstruct or interfere with the rights of other unit owners, nor will he commit or permit any nuisance, immoral acts or illegal act on the premises. No person shall cause or permit any exterior fire anywhere on the project except for charcoal grills and barbeque coals contained within receptacles for that purpose.

Q. Outside installations and draperies. No person shall construct, erect, or maintain an outside television or radio pole, antenna, or clothesline. No person shall install wiring, an air conditioning unit, or other machine on the exterior of any building on the project nor allow the same to protrude through the walls or roof of any building. All draperies that are visible from the outside of the condominium building shall be a neutral color, and no tinfoil or similar substance of any nature shall be permitted. The association, however, may erect and maintain antennae only on top of the condominium building.

R. Architectural provisions. Except within the interior of units, no person other than the declarant shall replace, add to, alter, or remove any building, structure, fence, drainage facility, common area or limited common area landscaping or planting on the project until the plans, specifications, and plat plan showing the location and nature of such replacement, addition, alteration, or removal has previously been approved in writing by the board.

Section 6. Partition, Subdivision, and Combination.

A. Partition prohibited. The common areas shall remain undivided and shall be owned in common by the commercial and residential unit owners. No person shall bring any action for partition or division of any part of the common areas.

B. Changes in residential units. A resolution adopted and signed by at least 75 percent of the unit owners may provide for the subdivision, combination, or both of any unit or units or parts thereof and the means for accomplishing such subdivision, combination, or both. Any such resolution shall provide for the appropriate amendments to this declaration, the bylaws, and any other documents or agreements affected thereby; provided that the space combined or subdivided shall have after such subdivision or combination the same percentage of total value that such space had prior to such subdivision or combination unless such percentage of total value is changed by appropriate amendment in accordance with § 16.

C. Changes in the commercial unit.

1. Unless prohibited by the Act or this declaration, declarants, their designee, or any subsequent owner of the commercial unit shall have the right to:

(a) make alterations, additions, or improvements in, to, and upon the commercial unit, whether structural or nonstructural, interior or exterior, ordinary or extraordinary;

(b) change the layout or number of rooms in the commercial unit from time to time;

(c) change the size of the commercial unit by subdividing the same into any desired number of units or by combining any units resulting from such subdivision; and

(d) reapportion among the newly created units resulting from such subdivision or combination their appurtenant interest in the common areas;

(e) provided, however, that the percentage interest in the common areas of other units shall not be changed by reason thereof unless at least 75 percent of all other unit owners consent thereto, provided further that a commercial unit owner shall comply with all federal, state, and local government statutes, ordinances, laws, and regulations

of all governmental bodies having jurisdiction over the project, and provided that a commercial unit owner shall agree to hold the board of directors and all other unit owners harmless from any liability arising therefrom.

2. In the event of the subdivision of a commercial unit into separate units, each owner of a newly created unit shall have all rights, privileges, benefits, and obligations of the owner of an original commercial unit as provided in this declaration. The provisions of this section may not be added to, amended, or deleted without the prior written consent of the declarants or other commercial unit owners.

Section 7. Repair and Maintenance

A. Owner duties. Each unit owner shall at its own expense, maintain, repair, replace, and restore in a clean, sanitary, and attractive condition all portions of his residence, including the interior walls, ceilings, windows, floors, doors, permanent fixtures, and limited common areas subject to this exclusive control.

B. Association duties. The association shall maintain, repair, make necessary improvements to, and pay for out of the maintenance fund to be provided all common areas and the building thereon; all corrective architectural, landscaping, and repair work within residences if the unit owner fails to repair the areas subject to his control and duty to maintain; all metered utilities in common areas; and all parking areas, ramps, walks, and other means of ingress and egress within the project, and all design, construction, installation, maintenance, pumping, upgrading, and replacement costs of the on-site sewer system serving the project that the applicable federal, state, or local government statutes, ordinances, laws and regulations may require. The association shall pump out the on-site sewer system at least once annually, but more often if good waste management practice requires and shall maintain a written record of the date and cost of such pumping services. To the extent not assessed to or paid by the unit owners the association shall pay all real and personal property taxes and assessments levied upon any portion of the common areas or limited common areas. The association shall require strict compliance with all provisions of this declaration and shall inspect the property for any violations thereof.

C. Board supervision. Without in any way limiting the general powers of the board, whenever the board determines that an improvement is in need of repair, restoration, or painting; that landscaping is in need of installation, repair or restoration; that an improvement is in existence without property approval of the board; or that there is a violation of any provision of this declaration, then the board shall give written notice to the relevant unit owner or owners of the condition or violation complained of. Unless the board has approved in writing corrective plans proposed by the unit owner to remedy the condition complained of within a reasonable period of time the board determines after giving written notice and unless such approved corrective work is completed thereafter within the allotted time, the board shall undertake to remedy such condition or violation complained of and the cost thereof shall be charged to the unit owner and his condominium whose residence is the subject matter of the corrective work. Such cost shall be deemed to be a special assessment to such unit owner and his condominium subject to levy, enforcement, and collection by the board in accordance with the assessment lien procedure provided for in this declaration.

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

Section 8. Damage and Destruction.

A. Repair and reconstruction. If a majority of all unit owners do not determine to repair, reconstruct, or

rebuild in accordance with the original plans within sixty days of damage to or destruction of all or part of the property or if the unit owners by unanimous vote within sixty days of such damage or destruction determine to do otherwise, then:

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

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

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

B. Application of insurance proceeds. In the event of damage or destruction to the project as the result of fire or other casualty the board shall arrange for the prompt repair and restoration of the project, exclusive of furniture, furnishings, fixtures, or equipment installed by unit owners, subject to the provisions of § 8(A) and the interests of any holder of a first mortgage. The board shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense, and the board may assess all unit owners for such deficit as part of the common charges.

C. Interior damage. The unit owner shall at his own expense restore and repair any damage to the interior of any individual unit. In the event of a determination to rebuild after partial or total destruction of a unit, the owner of that unit shall complete such restoration and repair as promptly as practical and in a lawful and workmanlike manner.

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

The omission or failure of the board to fix the assessments for any assessment period shall not be deemed a waiver, modification, or release of the owners from their obligation to pay the same. The board shall have the right but not the obligation to make pro rata refunds of any assessments in excess of the actual expenses incurred prior to the end of the calendar year of credit such excess against the following year's annual assessment.

D. Residential common expenses. The residential unit owners solely shall bear all costs and expenses in connection with the repair, maintenance, replacement, and operation of the limited common areas. Such costs and expenses will be included in the common assessment payable by the residential unit owners, except the cost and expenses in connection with the repair of the decks, which shall be a common expense of all of the unit owners, and the storage units, which shall be an expense of the residential unit to which the storage unit is assigned. The association shall prepare at least annually a budget for the residential units, determine the amount to be charged the residential unit owners to meet the costs and expenses referred to in the preceding sentence, and allocate and assess all such charges among the residential unit owners pro rata in accordance with their respective undivided interest in the common areas. Such residential common expenses shall be collectible with and shall be considered a part of the common assessments.

E. Apportionments. The percentage of any assessment imposed by the board to be paid by an owner shall be equal to such owner's appurtenant interest in and to the common area as set forth in Exhibit C to this declaration.

F. Time for payment of assessments. The board shall levy and enforce collection of annual assessments payable monthly on the first day of each month. Failure of the association to give timely notice of any assessment shall not affect the liability of the owner for such assessment. There shall accrue with each delinquent assessment a reasonable late charge in an amount the board determines if not paid by the last day of the month in which it becomes due. Where a unit owner defaults on any single installment of the annual assessment, the board may at its option declare that the remaining unpaid installments for the year's assessments are due and payable in full.

G. Capital improvement assessment. In addition to the annual assessments authorized by § 9(C), the association may levy in any assessment year a special assessment, payable over such a period as the association may determine for the purpose of deferring in whole or in part the cost of any construction, reconstruction, unexpected repair, or replacement of any part of the project or for any other expense or purchase incurred as provided in this declaration. The association shall assess any amounts assessed to owners pursuant to this section in proportion to their respective undivided interests in the common area. The association shall give notice in writing of the amount and the time for payment promptly to the owners, and no payment shall be due less than thirty days after such notice has been given. There shall accrue with each delinquent special assessment a reasonable late charge in an amount the board determines, if the special is not paid by the last day of the month in which it becomes due.

H. Assessment lien. All sums assessed but unpaid for the share of common expenses or special assessments chargeable to any unit shall constitute a lien on such unit superior to all other liens and encumbrances except tax and special assessment liens on the unit in favor of a taxing authority and all sums unpaid on any first mortgage of record on the date the monthly installment or other assessment became due. The board may prepare a written notice setting forth the amount of such unpaid indebtedness, the amount of accrued penalty thereon, the name of the unit owner, and a description of the unit and may record the same in the office of the clerk of the Anchorage Recording District as evidence of the assessment lien permitted by this section. Such assessment lien shall attach from the due date of the assessment. The association may enforce the lien by foreclosure of the defaulting owner's unit in the manner for foreclosing a mortgage on real property upon recording of a notice for claim thereof. The association may also foreclose the lien by a power of sale or other nonjudicial foreclosure procedure provided for by the laws of the state. In any such foreclosure the owner shall be liable for the amount of unpaid assessments, any penalties thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim of lien, and all actual attorneys' fees in connection therewith. The association may sue to recover any judgment for any unpaid assessments without foreclosing or waiving the lien securing the same.

I. Notice of lien. The association shall not bring any any action to foreclose the assessment lien or to proceed under the power of sale herein provided less than thirty days after the date notice of claim of lien is deposited in the United States mail, certified or registered postage prepaid, to the owner of said unit, and after the association records a copy thereof in the Anchorage Recording District.

J. Foreclosure sale. The board or its attorney or other person authorized by the board shall conduct any foreclosure sale provided for above in accordance with the provisions of Alaska Statutes §§ 34.20.070--.135 applicable to the exercise of power of sales in mortgages and deeds of trust or in any other manner permitted by law. The association through duly authorized agents shall have the power to bid on the residential or commercial unit at a foreclosure sale and to acquire, hold, lease, mortgage, and convey the same.

K. Assessment obligation. Assessments are payable monthly in advance or at such other time the board determines. In addition to constituting a lien as provided for in the Act and this declaration, each assessment together with interest, costs, and actual attorneys' fees as hereinafter provided, shall also be the personal obligation of the owner of the residential or commercial unit against which the assessment is made at the time the assessment fell due. No owner may exempt himself from liability for the assessment by abandonment or waiver of the use or enjoyment of any of the common areas.

L. Notice to mortgagee. The association shall report to any mortgagee of a residential or commercial unit default of a unit owner that is not cured within sixty days.

M. Annual audit. Any institutional holder of a first mortgage on a residential or commercial unit in the project will upon request be entitled to receive an annual audited financial statement of the project within ninety days following the end of the fiscal year of the project.

N. Liability of foreclosure purchaser. If the institutional holder of a first mortgage or other purchaser of a unit obtains possession of the unit as a result of foreclosure of the mortgage or by deed or assignment in lieu of foreclosure,

the possessor, his successors, and assigns are not liable for the share of common expense or assessments by the association chargeable to the residential or commercial unit that became due before his possession. This unpaid share of common expenses or assessments is a common expense collectible from all of the owners pro rata including the possessor, his successors, and assigns.

O. Liability of voluntary grantor and grantee. In a voluntary conveyance the grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grantor's conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any such grantee shall be entitled to a statement from the board setting forth the amount of the unpaid assessments against the grantor, and such grantee shall neither be liable for, nor shall the unit be conveyed subject to a lien for, any unpaid assessment against the grantor in excess of the amount therein set forth.

Section 10. Insurance.

A. Types. The association shall obtain and continue in effect adequate blanket public liability insurance for the common areas and fire insurance with extended coverage for the full replacement value of the project exclusive of land value. The association shall maintain such insurance for the benefit of the association, the unit owners, and the encumbrancers upon the property or any part thereof, as their interests may appear, with underlying coverage on the individual units. The association may purchase such other insurance as it deems necessary, including plate glass insurance, fidelity bonds, and workmen's compensation. Each owner shall provide insurance on his personal property. Nothing herein shall preclude any individual owner from carrying any public liability insurance he deems advisable to cover his individual liability for damages to person or property occurring inside his individual unit or elsewhere upon the premises.

B. Other requirements. Notwithstanding any provisions to the contrary herein, the association shall continuously carry a master condominium policy of casualty insurance and

a fidelity bond with such coverage and endorsements in form and amounts that meet the insurance and fidelity bond requirements of AHFC, FHLMC, FNMA, and VA during such periods of time as FHLMC, AHVC, FNMA, or VA is a mortgagee on a unit in the project or the owner of such a unit.

C. Premiums and proceeds. Insurance premiums for any blanket insurance coverage the association obtains and any other insurance the association deems necessary shall become a common expense to be levied by the association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as provided in § 8(B). This insurance expense need not be included in the regular assessments levied by the association, but may be collected by holders of first mortgages on individual units. The association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers. Any two directors of the board may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signature shall be binding on all the unit owners.

Section 11. Condemnation.

A. Consequences of condemnation. The provisions of this section shall apply if at any time during the continuance of the condominium ownership pursuant to this declaration all or any part of the project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in advance thereof.

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

C. Complete taking. If the entire project is taken or condemned or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant thereto shall terminate. The condemnation award shall be apportioned among the unit owners in proportion to the respective undivided interests in the common elements, unless a standard different from the value of the project as a whole is employed to measure the condemnation award in the judicial decree, negotiation, or otherwise, in which case the same standard shall be employed in determining such shares to the extent it is relevant and applicable. On the basis of the principle set forth in this section the association shall as soon as practicable determine the share of the condemnation award to which each owner is entitled and make payment accordingly.

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

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

(2) The total amount allocated to severance damages shall be apportioned to those condominium units that were not taken or condemned.

(3) The respective amounts allocated to the taking of or injury to a particular unit and improvements and owner has made within his own unit or both shall be apportioned to the particular unit involved.

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

(5) If an allocation of the condemnation award is already established in judicial decree, negotiation, or otherwise, then in allocating the condemnation award the association shall employ such allocation to the extent it is relevant and applicable. The association shall distribute the apportioned proceeds by check payable jointly to the respective owners and their respective mortgagees.

E. Reorganization. If a partial taking results in the taking of a complete unit, the owner thereof automatically shall cease to be a member of the association. Thereafter the association shall reallocate the ownership, voting rights, and assessments ratio determined in accordance with this declaration according to the same principles employed in this declaration at its inception and shall submit such reallocation to the owners of remaining units for amendment of this declaration as provided in § 16.

F. Notice to mortgagee. The association shall give the institutional holder of a first mortgage on any unit written notice of any condemnation proceeding described herein, and

nothing herein shall entitle a unit owner or any other party to priority over the holder of a first mortgage with respect to the distribution of the proceeds of any award or settlement.

Section 12. Rights of mortgagee.

A. Notice of default. The association shall give the institutional holder of a first mortgage on any unit written notice of a unit owner's failure to cure or correct his default in the performance of any obligation required by the terms of this declaration, the articles of incorporation, or bylaws within sixty days after such default, breach, or violation occurs.

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

C. Priority. Any holder of a first mortgage of record or other purchaser of a unit who obtains title to the unit as a result of the foreclosure of such mortgage or as a result of a deed taken in lieu of such foreclosure shall not be liable for the common expenses or assessments that became due prior to the acquisition of title to such unit by such holder of a first mortgage or other purchaser, provided that the first mortgage was recorded prior to the date on which the assessment lien becomes effective. The first mortgage or other purchaser, however, shall be subject to any future assessments that become due subsequent to his acquisition of title. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the condominiums, including such acquirer, his successors, and assigns.

D. Prior approval. Notwithstanding any other provision in this declaration, the articles of incorporation, or bylaws of the association, prior written approval of the holders of 75 percent of the first mortgages or deeds of trust covering all or any portion of the project shall be a condition precedent to effect any of the following actions:

(1) the abandonment or termination of the condominium status of the project except for abandonment under the provisions of the Act in case of substantial loss to the units and common elements;

(2) a change in the pro rata interest or obligation of any unit for purposes of levying assessments or charges, allocating distributions of hazard insurance proceeds or condemnation awards, or determining the percentage of ownership interests of the unit owners in the common elements;

(3) the partition or subdivision of any unit or the common elements;

(4) any abandonment, partition, subdivision, encumbrance, sale, or transfer of all or any portion of the common elements;

(5) the use of hazard insurance proceeds for losses to a unit, the common areas, the limited common areas or any other condominium property for other than the repair, replacement, or reconstruction of such improvements, except as provided in the Act in the case of substantial loss to the units or common elements or both;

(6) removal of all or any portion of the property or project from the provisions of the Act pursuant to Alaska Statute §§ 34.07.330 or amendments thereof;

(7) any material amendment to this declaration or the bylaws.

E. Records and notice. The holder of a first mortgage of record shall have the right to inspect the association books of account and other financial records and the right to require the association to provide annual audited financial statements within ninety days following the end of the fiscal or calendar year of the association such additional financial data and the board shall send written notice of all association meetings to first mortgagees of record who designate in writing an agent to attend such meetings.

Section 13. Legal Proceedings.

The association or an aggrieved unit owner may seek damages, injunctive relief, foreclosure of lien, any combination thereof, or other relief against any person or entity that fails to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto. The provisions of this declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the project, and any violation of this declaration shall be deemed to be a nuisance. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof. Declarants or any unit owner not at the time in default hereunder shall be entitled to bring an action for damages against any defaulting unit owner and may enjoin any violation of this declaration. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorneys' fees in such amount as the court may deem reasonable in favor of the prevailing party. Each remedy provided for in this declaration shall be cumulative and not exclusive or exhaustive.

Section 14. Construction by Declarants.

Nothing in this declaration shall limit the right of declarants to complete construction of improvements to the common areas and to units owned by declarants or to construct such additional improvements as declarants deem advisable prior to completion and sale of the entire project. Such right shall include but shall not be limited to erecting, constructing, and maintaining on the project such structures and displays as may be reasonably necessary for the conduct of its business of completing the work. This declaration shall not limit the right of declarants at any time prior to acquisition of title by a purchaser from declarants to establish on the project additional easements, reservations and rights-of-way to itself, utility companies, or others as may be reasonably necessary to the proper development and disposal of the project. Prospective purchasers and declarants shall have the right to use all common areas and limited common areas for access to the sales facilities of declarants. The declarants may assign their rights hereunder to any successor to all or part of declarants' interest in the project by an express assignment incorporated in a recorded deed transferring such interest to such successor.

Section 15. Easements.

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

Section 16. Amendment.

A. Amendments by unit owners. The notice of any meeting of the association at which a proposed amendment is to be considered shall include a notice of the subject matter of a proposed amendment to this declaration in reasonably detailed form. A condominium owner may propose a resolution adopting a proposed amendment at a meeting of members of the association. The resolution shall be adopted upon the approval of condominium owners owning in the aggregate not less than 75 percent of the voting power. A copy of each amendment shall be certified by at least two officers of the association, and the amendment shall be effective when recorded in the public records of the Anchorage Recording District.

B. Limitations. None of the following amendments shall be effective until it has been approved in writing by the record holders of all encumbrances on any condominiums at the time of such amendment:

(1) any amendment that affects or purports to affect the validity or priority of encumbrances or the rights or protection granted to encumbrancers as provided herein;

(2) any amendment that would necessitate an encumbrancer, that has acquired a condominium through foreclosure to pay more than its proportionate share of any unpaid assessment or assessments accruing prior to such foreclosures.

(3) any amendment that would or could result in an encumbrance being cancelled by forfeiture or in the individual condominiums not being separately assessed for tax purposes.

(4) any amendment relating to the insurance provisions as set out in § 12(D), the application of insurance proceeds as set out in § 8(B), or the disposition of any money received in any taking under condemnation proceedings.

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

Section 17. Phase 2.

A. Each unit owner by acceptance of his deed hereby consents to the amendment of this declaration and its exhibits by declarants, their successors, or assigns to add Lot 13A of Tundra Jewell Ranch Subdivision to the project at any time within seven years of the date this declaration is recorded; provided that in adding Lot 13A of Tundra Jewell Ranch Subdivision the calculation of the percentage of interest in the common areas shall be in accordance with the provisions set forth in this section.

B. Pursant to the above consent the declarant or their successors or assigns in title may without the further consent of any unit owner or mortgagee thereof at any time within seven years of the date of this declaration add Phase 2 to the declaration by an instrument signed by the declarants alone or their successors or assigns.

C. Calculation of interests.

1. Exhibit D attached hereto includes a stated value for Lot 13A, its percentage of undivided interest in the common areas, and a total value for the entire project.

2. If declarants add Phase 2 to the project, the common areas and limited common areas in such phase shall be combined with and incorporated into the common areas and limited common areas existing in the project prior to such addition.

3. If declarants add Phase 2 to the project, declarants shall calculate the percentage of ownership in the common areas for those units then being added and shall revise the percentage of ownership in the common areas for those units already a part of the project. Declarants shall first add the total stated value for Phase 2 to the total stated value for Phase 1. This calculation will determine the composite value of the project as of the date such additional phase is added to the project.

4. The percentage of ownership of each individual unit that is a part of the project at the time the applicable phase is added shall be determined by dividing the stated value of each unit by the composite value of the phase that will be incorporated into the project at the time such phase is added. The quotient shall equal the percentage of undivided interest and vote for such condominium unit. If the calculation of the total ownership percentages does not add up to exactly 100 percent, declarant shall have the authority and duty to make such adjustments to individual owner's percentages of interest as said attorney-in-fact deems appropriate so that the total percentages do add up to exactly 100 percent; provided, however, that any adjustment to individual percentages of ownership shall not exceed 0.02 percent.

5. Declarants shall distribute these calculations to all unit owners at their address in the project or at such other address declarants know at the time of such calculations.

6. Exhibit D contains an illustration of the manner in which calculations described above should be made.

D. Rights and obligations. If declarants record an amendment of the declaration and exhibits to add Phase 2, each unit owner in the phase being added to the project, including the declarants if they are an owner at such time, shall be entitled to all benefits set forth in the articles of incorporation, bylaws, and this declaration, including but not limited to the voting rights of association members described therein. Each unit owner, including the declarants, if they are a unit owner at such time, shall be bound by all the obligations set forth in the articles of incorporation, bylaws, and the declaration, including, but not limited to, the obligation to pay the assessments set forth therein.

E. No requirement to add Phase 2. Nothing in this declaration or in the survey map and plans shall be construed to require declarants to add Phase 2 to the project.

F. Reservation of easements, roadways, and utility. Declarants or their successors and assigns expressly reserve to themselves access over and across Lots 12 and 13 of Tundra Jewell Ranch Subdivision over easements, roadways, and utility lines hereinafter specified or established on Lots 12A and 13A of Tundra Jewell Ranch Subdivision and the right to connect thereto, such reservations being for the purpose of either completing Phase 2 or developing portions of the land for other purposes if not completed as a condominium. In altering the project to create the additional units and common areas, declarants may without joinder or consent of any persons having interest in the existing units amend this declaration to add, withdraw, realign, and grant utility easements over, under, across, and upon the common areas, including but not limited to easements and rights-of-way for electric, gas, or telephone services, water, sewer, and storm pipelines, refuse disposal, driveways, and roadways provided that such easements or rights-of-way do not materially impair the use of any existing unit or its appurtenant interest in the common areas.

G. Character of Phase 2. Such amended declaration contain such supplementary conditions and modifications of the covenants and restrictions in this declaration as may be necessary to reflect the different character, if any, of Phase 2 and as are not inconsistent with the scheme of this declaration. Future buildings and improvements as well as the common areas and limited common areas shall be of comparable style, quality, size, and cost to those established in Phase 1.

H. Special power of attorney. For purposes of § 17 each owner by acceptance of his deed irrevocably constitutes and appoints declarants or their successors and assigns his true and lawful attorney in his name, place, and stead to execute, acknowledge, or verify and file of record any and all documents to effect the amendment, including but not limited to making the necessary calculation in accordance with the provisions set forth above, giving and granting unto his attorney the full power and authority to do and perform each and every act and thing whatsoever requisite and necessary to be done in and about the premises for said purposes as wholly and to all intents and purposes as he might or could do if personally present with respect thereto, hereby ratifying and confirming all that his attorney shall do or cause to be done, it being expressly understood that the foregoing power is coupled with an interest and shall survive the owner's conveyance of his interest in his condominium unit. Without limiting the generality of the foregoing, nothing therein contained shall require any person to investigate the authority of the declarants or their successors and assigns to execute any instrument under the authority of the aforementioned power of attorney.

Section 18. Severability.

The provisions of this declaration are independent and severable. The invalidity, partial invalidity, or enforceability of any one provision or portion of this declaration shall not affect the validity or enforceability of any other provisions of this declaration.

Section 19. Service of Process.

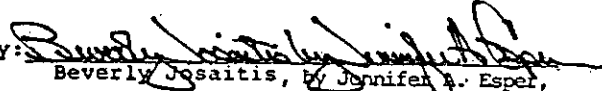
The name and residence of the person to receive service of process in the cases provided for in the Act is:

Mr. Curt Josaitis
P.O. Box 439
Chugiak, Alaska 99567

or such persons as the board may from time to time designate.

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

Bear Mountain Condominums

By: 
Beverly Josaitis, by Jennifer A. Esper,
Attorney in fact

By Dan Helton by Jennifer A. Esper
Dan Helton, by Jennifer A. Esper,
Attorney in fact

By Curt Josaitis by Jennifer A. Esper
Curt Josaitis, by Jennifer A. Esper,
Attorney in fact

State of Alaska)
) ss.
Third Judicial District)

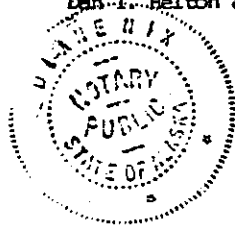
This is to certify that on this _____ day of _____, 1982 personally appeared Curt Josaitis, Beverly Josaitis, and Dan Helton known to me to be the persons named in and who executed the foregoing document.

In witness whereof, I have hereunto set my hand and notarial seal the day and year first hereinabove written.

Notary Public in and for Alaska
My Commission Expires: _____

State of Alaska)
) ss.
Third Judicial District)

The foregoing instrument was acknowledged before this 21st day of January, 1983 by Jennifer A. Esper, attorney in fact for Beverly Josaitis, Dan Helton and Curtis Josaitis on behalf them.



Jennifer A. Esper
Notary Public in and for Alaska
My Commission expires: 9-17-84

EXHIBIT AUNIT DESCRIPTIONSSection 1. Commercial Unit:

A. Unit 100. Unit 100 is a two story unit containing approximately 3299 square feet of area and located on the north end of the first and second floors of the building. This unit is a health spa having a private office, a handball court, an exercise room, a sun room, a sauna, an aqua spa, a health bar, an observation area, and men's and women's locker room.

Section 2. Residential Units:

A. Unit 101: This unit contains approximately 923 square feet of living area and is located immediately south of unit 100 on the first floor of the building. This unit contains two bedrooms, one bathroom, a fully equipped kitchen, a living room, dining area, closet space, and an outdoor deck.

B. Unit 102: This unit contains approximately 931 square feet of living area and is located immediately east of unit 101 on the first floor of the building. This unit contains two bedrooms, one bathroom, a fully equipped kitchen, closet space, and an outdoor deck.

C. Unit 103: This unit has the same description as unit 102, contains approximately 931 square feet of living area, and is located immediately south of the boiler room and the north laundry room on the first floor of the building.

D. Unit 104: This unit has the same description as unit 101, contains approximately 923 square feet of living area, and is located immediately west of unit 103 on the first floor of the building.

E. Unit 105: This unit has the same description as unit 101, contains approximately 923 square feet of living area, and is located immediately south of unit 104 on the first floor of the building.

F. Unit 106: This unit has the same description as unit 102, contains approximately 931 square feet of living area, and is located immediately south of unit 103 on the first floor of the building.

G. Unit 107: This unit has the same description as unit 102, contains approximately 931 square feet of living area, and is located immediately south of the electrical room and south laundry room on the first floor of the building.

H. Unit 108: This unit has the same description as unit 101, contains approximately 923 square feet of living area, and is located immediately south of the south staircase on the first floor of the building.

I. Unit 201: This unit has the same description as unit 101, contains approximately 923 square feet of living area, and is located immediately south of unit 100 on the second floor of the building.

J. Unit 202: This unit contains approximately 1040 square feet of living area, and is located immediately east of unit 201 on the second floor of the building. This unit contains two bedrooms, one bathroom, a fully equipped kitchen, a living room, a dining area, a fireplace, closet space, and an outdoor deck.

K. Unit 203: This unit has the same description as unit 202, contains approximately 1040 square feet of living area, and is located immediately south of unit 202 on the second floor of the building.

L. Unit 204: This unit has the same description as unit 101, contains approximately 923 square feet of living area, and is located immediately west of unit 203 on the second floor of the building.

M. Unit 205: This unit has the same description as unit 101, contains approximately 923 square feet of living area, and is located immediately south of unit 204 on the second floor of the building.

N. Unit 206: This unit has the same description as unit 202, contains approximately 1040 square feet of living area, and is located immediately south of unit 203 on the second floor of the building.

O. Unit 207: This unit has the same description as unit 202, contains approximately 1040 square feet of living area, and is located immediately south of unit 206 on the second floor of the building.

P. Unit 208: This unit has the same description as unit 101, contains approximately 923 square feet of living area and is located immediately west of unit 207 on the second floor of the building.

Section 3. Location:

The location of each commercial and residential unit is also shown on the condominium plan. The address of each unit will be Bear Mountain Condominiums, Sherman Street, Chugiak, Alaska 99567.

Section 4. Access:

A. The commercial unit has direct access to outdoor common area grounds and parking spaces.

B. Each residential unit has direct access to a hallway and staircase outside each residential unit's entry and then the outdoor common area grounds.

C. Each unit therefore has direct access to a common area leading to a public street.

EXHIBIT B
LIMITED COMMON AREAS

Section 1. Limited Common Areas.

The limited common areas consist of those areas and facilities of the project that are reserved for the exclusive use of the owners of the units listed below to the exclusion of all other units in the project as also shown on the survey map and floor plan of the project.

Unit 101

Approximately 180 square feet of assigned parking designated as P101.

Approximately 40 square feet of assigned storage designated as S101.

Approximately 200 square feet of deck area designated as D101.

Unit 102

Approximately 180 square feet of assigned parking designated as P102.

Approximately 40 square feet of assigned storage designated as S102.

Approximately 200 square feet of deck area designated as D102.

Unit 103

Approximately 180 square feet of assigned parking designated as P103.

Approximately 40 square feet of assigned storage designated as S103.

Approximately 200 square feet of deck area designated as D103.

Unit 104

Approximately 180 square feet of assigned parking designated as P104.

Approximately 40 square feet of assigned storage designated as S104.

Approximately 200 square feet of deck area designated as D104.

Unit 105

Approximately 180 square feet of assigned parking designated as P105.

Approximately 40 square feet of assigned storage designated as S105.

Approximately 200 square feet of deck area designated as D105.

Unit 106

Approximately 180 square feet of assigned parking designated as P106.

Approximately 40 square feet of assigned storage designated as S106.

Approximately 200 square feet of deck area designated as D106.

Unit 107

Approximately 180 square feet of assigned parking designated as P107.

Approximately 40 square feet of assigned storage designated as S107.

Approximately 200 square feet of deck area designated as D107.

Unit 108

Approximately 180 square feet of assigned parking designated as P108.

Approximately 40 square feet of assigned storage designated as S108.

Approximately 200 square feet of deck area designated as D108.

Unit 201

Approximately 180 square feet of assigned parking designated as P201.

Approximately 40 square feet of assigned storage designated as S201.

Approximately 200 square feet of deck area designated as D201.

Unit 202

Approximately 180 square feet of assigned parking designated as P202.

Approximately 40 square feet of assigned storage designated as S202.

Approximately 200 square feet of deck area designated as D202.

Unit 203

Approximately 180 square feet of assigned parking designated as P203.

Approximately 40 square feet of assigned storage designated as S203.

Approximately 200 square feet of deck area designated as D203.

Unit 204

Approximately 180 square feet of assigned parking designated as P204.

Approximately 40 square feet of assigned storage designated as S204.

EXHIBIT CUNIT VALUES AND UNDIVIDED INTERESTS IN COMMON AREAS

<u>Unit</u>	<u>Value</u>	<u>Undivided Interest in Common Areas</u>
100	\$ 225,000	15.0500%
101	\$ 75,500	5.0502%
102	\$ 77,000	5.1505%
103	\$ 77,000	5.1505%
104	\$ 75,500	5.0502%
105	\$ 75,500	5.0502%
106	\$ 77,000	5.1505%
107	\$ 77,000	5.1505%
108	\$ 75,500	5.0502%
201	\$ 78,500	5.2508%
202	\$ 86,500	5.7860%
203	\$ 86,500	5.7860%
204	\$ 78,500	5.2508%
205	\$ 78,500	5.2508%
206	\$ 86,500	5.7860%
207	\$ 86,500	5.7860%
208	\$ 78,500	5.2508%
<hr/>		
<u>TOTAL:</u>	\$1,495,000	100%

EXHIBIT D

PHASE 2

<u>Unit</u>	<u>Value</u>	<u>Undivided Interest</u>
1	\$ 96,900	12.5%
2	\$ 96,900	12.5%
3	\$ 96,900	12.5%
4	\$ 96,900	12.5%
5	\$ 96,900	12.5%
6	\$ 96,900	12.5%
7	\$ 96,900	12.5%
8	\$ 96,900	12.5%

TOTAL: \$775,200 100%

Given:

Hypothetical Phase 1.

<u>Unit No.</u>	<u>Unit Value</u>	<u>Value Phase 1</u>	<u>Percentage of Ownership</u>
1.	\$50,000.		50%
2.	\$50,000.		50%
		<u>\$100,000.00</u>	100%

Hypothetical Phase 2.

<u>Unit No.</u>	<u>Unit Value</u>	<u>Value Phase 2</u>	<u>Percentage of Ownership</u>
1.	\$50,000.		25%
2.	\$50,000.		25%
		<u>\$100,000.</u>	100%

Calculation Method:

- Total value of Phase 1 property only = \$100,000.00.
 \$50,000 (value per unit) -- \$100,000 (total value) =
 50% (per unit)
- Total value of Phase 1 and Phase 2 property combined = \$200,000.
 \$50,000 (value per unit) -- \$200,000 (total value)
 = 25% (per unit).

83-0 05673
#137.00

RECORDED-INDEXED
ANCHORAGE REC.
DISTRICT

JAN 26 8 49 AM '83

REQUESTED BY
J. Andrew Taylor
ADDRESS
Beane Mountain, Colorado
Box 431
Cherokee, AK. 99567

85-053324

RECORDED-FILED
ANCHORAGE REG.
DISTRICT

Aug 8 1 07 PM '06

REQUESTED BY Bear Mtn Lands Owners Assoc
ADDRESS PO Box 671413
Chugiak AK 99507

1305

0302

CORRECTED
AMENDMENTS TO DECLARATION OF COVENANTS
OF BEAR MOUNTAIN CONDOMINIUM
OWNERS ASSOCIATION, INC.
PLAT # 93-16

The Declaration Of Covenants of Bear Mountain Condominium Owners Association, Inc. as recorded on January 26, 1983 in Book 840 at Pages 0444 through 0507 has been amended by an 80% vote of the members at the annual meeting held on July 16, 1985 as follows:

Section 11(H): Assessment Lien. All sums assessed but unpaid for the share of common expenses or special assessments chargeable to any unit shall constitute a lien on such unit superior to all other liens and encumbrances except tax and special assessment liens on the unit in favor of a taxing authority and all sums unpaid on any mortgage of record. The board may prepare a written notice setting forth the amount of such unpaid indebtedness, the amount of accrued penalty thereon, the name of the unit owner, and a description of the unit and may record the same in the office of the Clerk of the Anchorage Recording District as evidence of the assessment lien permitted by this section. Such assessment lien shall attach from the due date of the assessment. The association may enforce the lien by foreclosure of the defaulting owner's unit in the manner for foreclosing a mortgage on real property upon recording of a notice for claim of lien thereof. The association may also foreclose the lien by a power of sale or other nonjudicial foreclosure procedure provided for by the laws of the state. In any such foreclosure the owner shall be liable for the amount of unpaid assessments, any penalties thereon, the cost and expense of such proceedings, the cost and expenses for filing the notice of the claim of lien, and all actual attorneys' fees in connection therewith. The association may sue to recover any judgment for any unpaid assessments without foreclosing or waiving the lien securing the same.

Section 12(C). Priority. Any holder of a mortgage of record or other purchaser of a unit who obtains title to the unit as a result of the foreclosure of such mortgage or as a result of a deed taken in lieu of such foreclosure shall not be liable for the common expenses or assessments that become due prior to the acquisition of title to such unit by such holder of a first mortgage or other purchaser. Any holder of a mortgage of record or other purchaser, however, shall be subject to any future assessments that become due subsequent to his acquisition of title. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the condominiums, including such acquirer, his successors, and assigns.

DATED at Anchorage, Alaska this 5th day of ~~July~~ ^{Aug}, 1985.



BEAR MOUNTAIN CONDOMINIUM OWNERS ASSOCIATION

By Richard Everson
Its Vice-President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 5th day of ^{Aug} ~~July~~, 1985, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Richard Everson, as Vice President of BEAR MOUNTAIN CONDOMINIUM OWNERS ASSOCIATION, known to me to be the individual described in and who executed the within instrument on behalf of said corporation, and he acknowledged to me that he executed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

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

Dean M. ...
Notary Public in and for Alaska
My Commission Expires 12-5-86

*This document is being rerecorded to correctly reflect Section 9(B) as the Assessment Lien.

REC 0818

ME 0303

NOV 1984

85-081440

RECORDED-FILED
ANCHORAGE REG.
DISTRICT

11 *ccm*

Nov 27 3 50 PM '85

REQUESTED BY *Bear Mountain*
ADDRESS *P.O. Box 671413*
Chugiak Ak.

NOV 08 1985

85-053324

RECORDED-FILED
ANCHORAGE REG.
DISTRICT

11 *ccm*

Nov 8 1 07 PM '85

REQUESTED BY *Bear mtn Condo Owners Assoc*
ADDRESS *PO Box 671413*
Chugiak AK 99507

A
L
A
S
K
A

2006-023516-0

Recording Dist: 301 - Anchorage
4/13/2006 2:20 PM Pages: 1 of 4



ANCHORAGE RECORDING DISTRICT

u

CLARIFYING AMENDMENT TO THE DECLARATION FOR
BEAR MOUNTAIN CONDOMINIUMS

(Clarifying Prior Amendment Regarding Phase 2 Units)

This Clarifying Amendment to the Declaration for Bear Mountain Condominiums ("Clarifying Amendment") is made by Curt Josaitis and Dan Helton, the Declarants of Bear Mountain Condominiums, as reflected in the Declaration of Covenants, Conditions and Restrictions for Bear Mountain Condominiums, recorded January 26, 1983, in Book 840 at Page 464 through Page 507, records of the Anchorage Recording District, Third Judicial District, State of Alaska (the "Declaration").

The purpose of this Clarifying Amendment is to more clearly and specifically set forth Declarant's intent for the real estate and the eight (8) Units described in Declarant's Amendment to the Declaration for Bear Mountain Condominiums (to Add Real Estate and Units situated on the Real Estate to the Common Interest Community), dated April 1, 2003, recorded on April 14, 2003 in the records of the Anchorage Recording District, Third Judicial District, State of Alaska, and identified by document identification number 2003-034417-0 (the "First Amendment").

Declarant's intent for the First Amendment was that it: (i) add the real estate specified therein to the common interest community of Bear Mountain Condominiums; and (ii) include a provision for the future addition of the eight (8) Phase 2 Units to the common interest community at a later date when the required floor plans, together with a verified statement under AS 34.07.030 - .040, are recorded.

Section 1. It is hereby confirmed that the following real estate was properly described in, and added to the Common Interest Community of Bear Mountain Condominiums and submitted to the jurisdiction of the Bear Mountain Condominium Association and the Declaration, by the First Amendment:

Lot 13A, TUNDRA JEWELL RANCH SUBDIVISION,
Section 16, Township 15 North, Range 1 West,
Seward Meridian, according to the official
plat thereof, filed under Plat No. 83-16,
records of the Anchorage Recording District,
Third Judicial District, State of Alaska

Section 2. The Phase 2 Units as described in the Declaration (Units 1 through 8, inclusive), situated on the real estate described in Section 1 above, are not yet added to the jurisdiction of the Bear Mountain Condominiums and the Declaration. The plans required to be included with an amendment adding units to the common interest community, in fact, were not included with the First Amendment as those units were not yet ready to be added. These eight (8) Phase 2 Units will be added to Bear Mountain Condominiums at a future date.

Section 3. Pursuant to Sections 16 and 17 of the Declaration, Declarants Curt Josaitis and Dan Helton adopt this Declaration with the consent of the Unit owners of Bear Mountain Condominiums.

Section 4. Also pursuant to Section 16 of the Declaration, this Clarifying Amendment is certified by two officers of the Association.

Section 5. Revised Exhibit C attached to the First Amendment was never given effect and is deleted in its entirety. Exhibit C attached to the Declaration as originally recorded, and the percentage interests reflected for each Unit, is accurate and correct and continues in full force and effect, uninterrupted from the date of its recording.

Section 6. All other provisions of the Declaration, as amended, not expressly amended hereby remain in full force and effect as originally recorded, unless amendment must be implied to obtain consistency with this Clarifying Amendment.

Section 7. Capitalized terms used in this Clarifying Amendment without definition shall have the meanings ascribed to them in the Declaration.

Section 8. If any term, covenant or condition of this Clarifying Amendment is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any



other provision hereof and this Clarifying Amendment shall be construed as if such invalid or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, Bear Mountain Condominium Owners Association has caused this Clarifying Amendment to be executed this 13 day of April, 2006.

DECLARANTS:

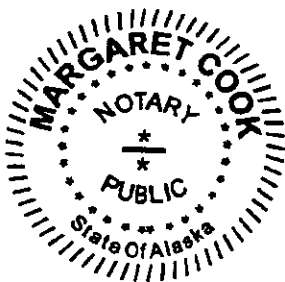

Curt Josaitis

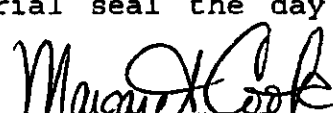

Dan Helton

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 13 day of April, 2006, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared CURT JOSAITIS, known to me to be the individual named herein and who executed the foregoing instrument, and he acknowledged the execution thereof to be his free and voluntary act and deed for the uses and purposes therein set forth.

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



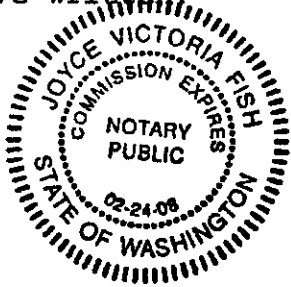

Notary Public in and for Alaska
My Commission Expires: 3.24.07



STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

THIS IS TO CERTIFY that on this 12 day of April, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAN HELTON, known to me to be the individual named herein and who executed the foregoing instrument, and he acknowledged the execution thereof to be his free and voluntary act and deed for the uses and purposes therein set forth.

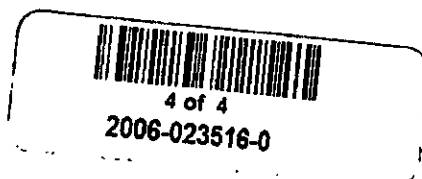
WITNESS my hand and notarial seal the day and year first hereinabove written.



Joyce Victoria Fish
Notary Public in and for Washington
My Commission Expires: 2.24.08

Return To:

John H. Tindall, Esq.
Tindall Bennett & Shoup, P.C.
508 W. Second Avenue, Third Floor
Anchorage, Alaska 99501



2003-034417-0

Recording Dist: 301 - Anchorage
04/14/2003 03:03 PM Pages: 1 of 7

A
L
A
S
K
A



ANCHORAGE RECORDING DISTRICT

DECLARANT'S AMENDMENT TO THE DECLARATION FOR

BEAR MOUNTAIN CONDOMINIUMS

(to Add Real Estate and Units situated on the Real Estate
to the Common Interest Community)

Curt Josaitis and Dan Helton, the Declarants of Bear Mountain Condominiums, as reflected in the Declaration of Covenants, Conditions and Restrictions for Bear Mountain Condominiums, recorded January 26, 1983, in Book 840 at Page 464 through Page 507, records of the Anchorage Recording District, Third Judicial District, State of Alaska, with the consent of Bear Mountain Condominium Association and pursuant to the right to amend provided in Sections 16 and 17 of the Declaration, by this Amendment adds real estate and eight (8) additional units to the jurisdiction of the Bear Mountain Condominium Owners Association and the Declaration. cl

The Common Interest Community of Bear Mountain Condominiums presently consists of the following real estate:

Lot 12A, TUNDRA JEWELL RANCH SUBDIVISION,
Section 16, Township 15 North, Range 1 West,
Seward Meridian, according to the official
plat thereof, filed under Plat No. 83-16,
records of the Anchorage Recording District,
Third Judicial District, State of Alaska

Section 1. By this Amendment, the following real estate is added to the Common Interest Community of Bear Mountain Condominiums and submitted to the jurisdiction of the Bear Mountain Condominium Association and the Declaration:

Lot 13A, TUNDRA JEWELL RANCH SUBDIVISION,
Section 16, Township 15 North, Range 1 West,
Seward Meridian, according to the official
plat thereof, filed under Plat No. 83-16,
records of the Anchorage Recording District,
Third Judicial District, State of Alaska

Section 2. By this Amendment, Phase 2 as described in the Declaration or the following Units situated on the real estate as described in Section 1 are added to the Common Interest Community of Bear Mountain Condominiums and submitted to the jurisdiction of the Bear Mountain Condominium Association and the Declaration: Unit 1, Unit 2, Unit 3, Unit 4, Unit 5, Unit 6, Unit 7, and Unit 8.

Section 3. Pursuant to Sections 16 and 17 of the Declaration, Declarants Curt Josaitis and Dan Helton adopt this Declaration with the consent of the Unit owners of Bear Mountain Condominiums pursuant to the right to amend provided in Sections 16 and 17 of the Declaration.

Section 4. Also pursuant to Section 16 of the Declaration, this Amendment is certified by two officers of the Association.

Section 5. This Amendment does not affect, whether explicitly or by implication, encumbrances on the Common Interest Community of Bear Mountain Condominiums, nor does it relate to the insurance provisions set forth in Section 12 of the Declaration, the application of insurance proceeds set forth in Section 8 of the Declaration, or the disposition of any money received in any taking under a condemnation proceeding.

Section 6. Pursuant to Section 17 of the Declaration, a Revised Exhibit C to the Declaration reflecting the changes in undivided interests in the common areas as a result is attached, and incorporated by reference to this Amendment and the Declaration for Bear Mountain Condominiums.

Section 7. In accordance with Alaska Statutes 34.07.030 and 34.07.050 of the Horizontal Property Regimes Act, a floor plan typical of the units to be added to the Common Interest Community with certification from a registered engineer, is attached as Exhibit B to this Amendment.

Section 8. All other provisions of the Declaration not expressly amended hereby remain in full force and effect as originally recorded, unless amendment must be implied to obtain consistency with this Amendment.

Section 9. Capitalized terms used in this Amendment without definition shall have the meanings ascribed to them in the Declaration.


Section 10. If any term, covenant or condition of this Amendment is held to be invalid or unenforceable in any respect,



such invalidity or unenforceability shall not affect any other provision hereof and this Amendment shall be construed as if such invalid or unenforceable provision had never been contained herein.

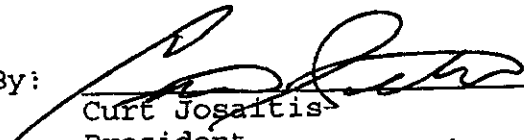
IN WITNESS WHEREOF, Bear Mountain Condominium Owners Association has caused this Amendment to be executed this 1st day of April, 2003.

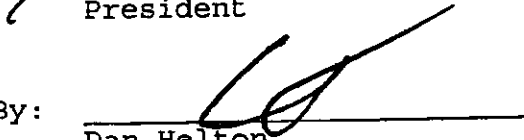
DECLARANTS


Curt Josaitis


Dan Helton

BEAR MOUNTAIN CONDOMINIUM OWNERS ASSOCIATION

By: 
Curt Josaitis
President

By: 
Dan Helton
Vice President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

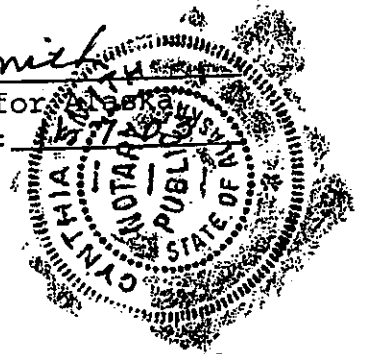
THIS IS TO CERTIFY that on this 1st day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared CURT JOSAITIS, known to me to be the individual named herein and who executed the foregoing instrument, and he acknowledged the execution thereof to be his free and voluntary act and deed for the uses and purposes therein set forth.



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

Cynthia Smith

Notary Public in and for the State of Washington
My Commission Expires: _____



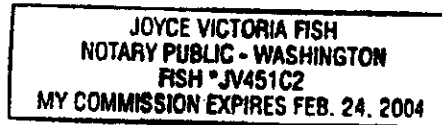
STATE OF WASHINGTON)
COUNTY OF Pierce) ss.

THIS IS TO CERTIFY that on this _____ day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAN HELTON, known to me to be the individual named herein and who executed the foregoing instrument, and he acknowledged the execution thereof to be his free and voluntary act and deed for the uses and purposes therein set forth.

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

Joyce Victoria Fish

Notary Public in and for Washington
My Commission Expires: 2-24-2004



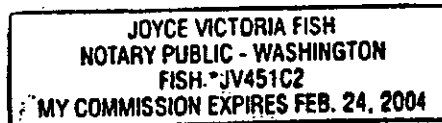
STATE OF WASHINGTON)
COUNTY OF Pierce) ss.

THIS IS TO CERTIFY that on this _____ day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAN HELTON, the Vice President of Bear Mountain Condominium Owners Association, known to me to be the individual named herein and who executed the foregoing instrument, and he acknowledged the execution thereof to be his free and voluntary act and deed on behalf of the association for the uses and purposes therein set forth.

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

Joyce Victoria Fish

Notary Public in and for Washington
My Commission Expires: _____



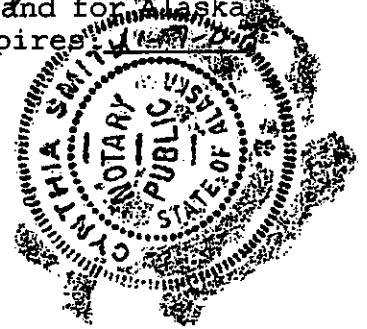
4 of 7
2003-034417-0

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 1st day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared CURT JOSAITIS, the President of Bear Mountain Condominium Owners Association, known to me to be the individual named herein and who executed the foregoing instrument, and he acknowledged the execution thereof to be his free and voluntary act and deed on behalf of the association for the uses and purposes therein set forth.

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

Cynthia Smith
Notary Public in and for Alaska
My Commission Expires 12/31/2004

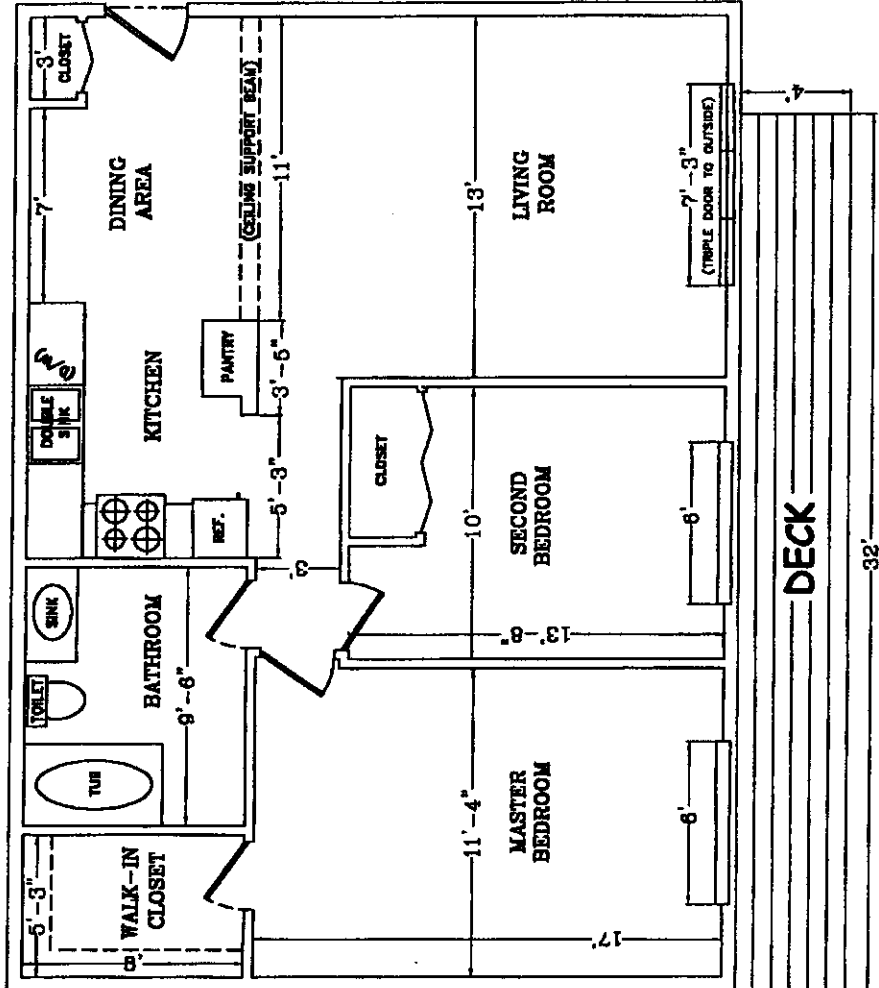


5 of 7

2003-034417-0

LOT 14A, TUND' JEWEL SUBDIVISION

UNIT 101 (TYPICAL FLOOR PLAN)



(NOTE: DIMENSIONS ARE APPROXIMATE INSIDE MEASUREMENTS, EXCEPT OUTER DECK AREA)



COLLIN K. WILLIAMS, P.E.
 18309 Baranoff Ave.
 Eagle River, Ak. 99577
 Telephone: 696-1119
 Cell Phone: 441-0954

DATE: 3-3-03
 DRAWN BY: J.H.M.
 SHEET: 1 OF 1
 GENERIC FLOOR PLAN
 SCALE: 3/16" = 1'

Prepared for:
CURTIS JOSAITIS
 BEAR MOUNTAIN CONDOMINIUMS

ENGINEER'S STAMP



6 of 7
 2003-034417-0

REVISED EXHIBIT C

UNDIVIDED INTERESTS IN COMMON AREAS

<u>Unit</u>	<u>Undivided Interest in the Common Areas</u>
100	10.090
101	3.326
102	3.391
103	3.391
104	3.326
105	3.326
106	3.391
107	3.391
108	3.326
201	3.458
202	3.810
203	3.810
204	3.458
205	3.458
206	3.810
207	3.810
208	3.458
1	4.268
2	4.268
3	4.268
4	4.268
5	4.268
6	4.268
7	4.268
8	4.268
	<hr/>
	100.00%

Return To:

John H. Tindall, Esq.
Tindall Bennett & Shoup, P.C.
508 W. Second Avenue, Third Floor
Anchorage, Alaska 99501

