



Anchorage Recording District

**DECLARATION
OF
SILVER FOX CROSSING**

A Condominium Community

• Creating Units: 1-6 •

AFTER RECORDATION RETURN TO:

PROPERTY MANAGEMENT SERVICES, INC.

Attn: Crystal McDonald

601 W. 41st Avenue, #201

Anchorage, Alaska 99503

TABLE OF CONTENTS

| | |
|--|--------------|
| ARTICLE I - DEFINITIONS | 1 |
| SECTION 1.1 - ACT | 1 |
| SECTION 1.2 - ALLOCATED INTERESTS | 1 |
| SECTION 1.3 - ASSOCIATION | 1 |
| SECTION 1.4 - BYLAWS | 1 |
| SECTION 1.5 - COMMON ELEMENTS | 1 |
| SECTION 1.6 - COMMON EXPENSES | 1 |
| SECTION 1.7 - COMMON INTEREST COMMUNITY | 2 |
| SECTION 1.8 - DAMAGE OR DESTROYED | 2 |
| SECTION 1.9 - DECLARANT | 2 |
| SECTION 1.10 - DECLARATION | 2 |
| SECTION 1.11 - DIRECTOR | 2 |
| SECTION 1.12 - DOCUMENTS | 2 |
| SECTION 1.13 - ELIGIBLE INSURER | 2 |
| SECTION 1.14 - ELIGIBLE MORTGAGEE | 2 |
| SECTION 1.15 - EXECUTIVE BOARD | 2 |
| SECTION 1.16 - IMPROVEMENTS | 2 |
| SECTION 1.17 - LIMITED COMMON ELEMENTS | 2 |
| SECTION 1.18 - MAINTAIN, REPAIR AND REPLACE | 2 |
| SECTION 1.19 - MAJORITY OR MAJORITY OF UNIT OWNERS | 3 |
| SECTION 1.20 - MANAGER | 3 |
| SECTION 1.21 - NOTICE AND COMMENT | 3 |
| SECTION 1.22 - NOTICE AND HEARING | 3 |
| SECTION 1.23 - PERSON | 3 |
| SECTION 1.24 - PLANS | 3 |
| SECTION 1.25 - PLAT | 3 |
| SECTION 1.26 - PROPERTY | 3 |
| SECTION 1.27 - PUBLIC OFFERING STATEMENT | 3 |
| SECTION 1.28 - RULES | 3 |
| SECTION 1.29 - SECURITY INTEREST | 3 |
| SECTION 1.30 - SPECIAL DECLARANT RIGHTS | 3 |
| SECTION 1.31 - TRUSTEE | 4 |
| SECTION 1.32 - UNIT | 4 |
| SECTION 1.33 - UNIT OWNER | 4 |
| ARTICLE II - NAME AND TYPE OF COMMON INTEREST COMMUNITY AND ASSOCIATION | 4 |
| SECTION 2.1 - COMMON INTEREST COMMUNITY | 4 |
| SECTION 2.2 - ASSOCIATION | 4 |
| ARTICLE III - DESCRIPTION OF LAND | 4 |
| ARTICLE IV - NUMBER OF UNITS; UNIT BOUNDARIES | 4 |
| SECTION 4.1 - NUMBER OF UNITS | 4 |



| | |
|--|-----------|
| SECTION 4.2 – UNIT BOUNDARIES | 4 |
| ARTICLE V – COMMON ELEMENTS AND LIMITED COMMON ELEMENTS | 5 |
| ARTICLE VI – MAINTENANCE, REPAIR, AND REPLACEMENT | 6 |
| SECTION 6.1 - COMMON ELEMENTS | 7 |
| SECTION 6.2 - UNITS | 9 |
| SECTION 6.3 - REPAIRS RESULTING FROM NEGLIGENCE..... | 10 |
| SECTION 6.4 - ACCESS..... | 10 |
| SECTION 6.5 - ENFORCEMENT | 10 |
| ARTICLE VII –SPECIAL DECLARANT RIGHTS AND OTHER RESERVED RIGHTS | 11 |
| SECTION 7.1 - RIGHTS RESERVED BY THE DECLARANT | 11 |
| SECTION 7.2 - SPECIAL DECLARANT RIGHTS | 11 |
| Section 7.3 – MODEL UNITS, SALES OFFICES, AND MANAGEMENT OFFICES..... | 11 |
| SECTION 7.4 - CONSTRUCTION; DECLARANT'S EASEMENT | 11 |
| SECTION 7.5 - SIGNS AND MARKETING | 11 |
| SECTION 7.6 - DECLARANT'S PERSONAL PROPERTY | 12 |
| SECTION 7.7 - DECLARANT CONTROL OF THE ASSOCIATION | 12 |
| SECTION 7.8 - TIME LIMITATIONS ON SPECIAL DECLARANT RIGHTS..... | 13 |
| SECTION 7.9 - INTERFERENCE WITH SPECIAL DECLARANT RIGHTS | 13 |
| ARTICLE VIII – ALLOCATED INTERESTS..... | 13 |
| SECTION 8.1 - ALLOCATION OF INTERESTS | 13 |
| SECTION 8.2 - FORMULAS FOR THE ALLOCATION OF INTERESTS | 13 |
| ARTICLE IX – RESTRICTIONS ON USE, ALIENATION, AND OCCUPANCY | 14 |
| SECTION 9.1 - USE AND OCCUPANCY RESTRICTIONS..... | 14 |
| SECTION 9.2 - VIOLATIONS OF USE RESTRICTIONS | 20 |
| ARTICLE X – EASEMENTS AND LICENSES | 20 |
| ARTICLE XI – ALLOCATION AND REALLOCATION OF LIMITED COMMON ELEMENTS..... | 21 |
| ARTICLE XII – ADDITIONS, ALTERATIONS, AND IMPROVEMENTS | 21 |
| SECTION 12.1 - ADDITIONS, ALTERATIONS AND IMPROVEMENTS BY UNIT OWNERS | 21 |
| SECTION 12.2 - ADDITIONS, ALTERATIONS, AND IMPROVEMENTS BY EXECUTIVE BOARD..... | 22 |
| ARTICLE XIII – RELOCATION OF BOUNDARIES BETWEEN ADJOINING UNITS..... | 22 |
| SECTION 13.1 – COMBINING/SUBDIVIDING UNITS | 22 |
| SECTION 13.2 – RELOCATING UNIT BOUNDARIES | 22 |
| SECTION 13.3 - RECORDING AMENDMENTS | 23 |
| ARTICLE XIV – AMENDMENTS TO DECLARATION | 23 |
| SECTION 14.1 - GENERAL..... | 23 |



| | |
|---|-----------|
| SECTION 14.2 - LIMITATION OF CHALLENGES..... | 26 |
| SECTION 14.3 - RECORDATION OF AMENDMENTS..... | 26 |
| SECTION 14.4 - EXECUTION OF AMENDMENTS..... | 26 |
| SECTION 14.5 - SPECIAL DECLARANT RIGHTS..... | 26 |
| SECTION 14.6 - CONSENT OF HOLDERS OF SECURITY INTERESTS..... | 26 |
| ARTICLE XV – AMENDMENTS TO BYLAWS..... | 26 |
| ARTICLE XVI – TERMINATION..... | 26 |
| ARTICLE XVII – MORTGAGEE PROTECTION..... | 26 |
| SECTION 17.1 - INTRODUCTION..... | 26 |
| SECTION 17.2 - PERCENTAGE OF ELIGIBLE MORTGAGEES..... | 26 |
| SECTION 17.3 - NOTICE OF ACTIONS..... | 27 |
| SECTION 17.4 - CONSENT REQUIRED..... | 28 |
| SECTION 17.5 - INSPECTION OF BOOKS..... | 30 |
| SECTION 17.6 - FINANCIAL STATEMENTS..... | 30 |
| SECTION 17.7 - ENFORCEMENT..... | 30 |
| SECTION 17.8 - ATTENDANCE AT MEETINGS..... | 31 |
| SECTION 17.9 - APPOINTMENT OF TRUSTEE..... | 31 |
| ARTICLE XVIII – ASSESSMENT AND COLLECTION OF COMMON EXPENSES..... | 31 |
| SECTION 18.1 - APPORTIONMENT OF COMMON EXPENSES..... | 31 |
| SECTION 18.2 - COMMON EXPENSES ATTRIBUTABLE TO FEWER THAN ALL UNITS..... | 31 |
| SECTION 18.3 - LIEN..... | 32 |
| SECTION 18.4 - BUDGET ADOPTION AND RATIFICATION..... | 33 |
| SECTION 18.5 - RATIFICATION OF NON-BUDGETED COMMON EXPENSE ASSESSMENTS..... | 33 |
| SECTION 18.6 - CERTIFICATE OF PAYMENT OF COMMON EXPENSE ASSESSMENTS..... | 34 |
| SECTION 18.7 - MONTHLY PAYMENT OF COMMON EXPENSES..... | 34 |
| SECTION 18.8 - ACCELERATION OF COMMON EXPENSE ASSESSMENTS..... | 34 |
| SECTION 18.9 - COMMENCEMENT OF COMMON EXPENSE ASSESSMENTS..... | 34 |
| SECTION 18.10 - NO WAIVER OF LIABILITY FOR COMMON EXPENSES..... | 34 |
| SECTION 18.11 - PERSONAL LIABILITY OF UNIT OWNERS..... | 34 |
| SECTION 18.12 - CAPITALIZATION OF THE ASSOCIATION..... | 34 |
| ARTICLE XIX – RIGHT TO ASSIGN FUTURE INCOME..... | 35 |
| ARTICLE XX – PERSONS AND UNITS SUBJECT TO DOCUMENTS..... | 35 |
| SECTION 20.1 - COMPLIANCE WITH DOCUMENTS..... | 35 |
| SECTION 20.2 - ADOPTION OF RULES..... | 35 |
| ARTICLE XXI – INSURANCE..... | 35 |
| SECTION 21.1 - COVERAGE..... | 35 |
| SECTION 21.2 - PROPERTY INSURANCE..... | 35 |
| SECTION 21.3 - LIABILITY INSURANCE..... | 37 |



| | |
|--|-----------|
| SECTION 21.4 - FIDELITY INSURANCE..... | 38 |
| SECTION 21.5 - WORKERS' COMPENSATION INSURANCE..... | 38 |
| SECTION 21.6 - DIRECTORS' AND OFFICERS' LIABILITY INSURANCE..... | 38 |
| SECTION 21.7 - OTHER INSURANCE..... | 38 |
| SECTION 21.8 - PREMIUMS..... | 38 |
| SECTION 21.9 - DEDUCTIBLES..... | 38 |
| SECTION 21.10 – UNIT OWNER POLICIES..... | 39 |
| ARTICLE XXII – DAMAGE TO OR DESTRUCTION OF PROPERTY..... | 39 |
| SECTION 22.1 - DUTY TO RESTORE..... | 39 |
| SECTION 22.2 – COST OF RESTORATION..... | 39 |
| SECTION 22.3 - PLANS..... | 40 |
| SECTION 22.4 - REPLACEMENT OF LESS THAN ENTIRE PROPERTY..... | 40 |
| SECTION 22.5 - INSURANCE PROCEEDS..... | 40 |
| SECTION 22.6 - CERTIFICATES BY THE EXECUTIVE BOARD..... | 40 |
| SECTION 22.7 - TITLE INSURANCE POLICIES..... | 41 |
| ARTICLE XXIII – RIGHTS TO NOTICE AND COMMENT, NOTICE AND HEARING..... | 41 |
| SECTION 23.1 - RIGHT TO NOTICE AND COMMENT..... | 41 |
| SECTION 23.2 - RIGHT TO NOTICE AND HEARING..... | 41 |
| SECTION 23.3 - APPEALS..... | 41 |
| SECTION 23.4 - MEDIATION AND ARBITRATION..... | 42 |
| ARTICLE XXIV – EXECUTIVE BOARD..... | 42 |
| SECTION 24.1 - MINUTES OF EXECUTIVE BOARD MEETINGS..... | 42 |
| SECTION 24.2 - POWERS AND DUTIES..... | 42 |
| SECTION 24.3 - EXECUTIVE BOARD LIMITATIONS..... | 44 |
| ARTICLE XXV – EXECUTIVE BOARD MEETINGS..... | 44 |
| SECTION 25.1 - ACCESS..... | 44 |
| SECTION 25.2 – MEETINGS AND NOTICE OF MEETINGS..... | 44 |
| SECTION 25.3 - EXECUTIVE SESSIONS..... | 44 |
| ARTICLE XXVI – CONDEMNATION..... | 45 |
| ARTICLE XXVII – MISCELLANEOUS..... | 45 |
| SECTION 27.1 - CAPTIONS..... | 45 |
| SECTION 27.2 - GENDER..... | 45 |
| SECTION 27.3 - WAIVER..... | 45 |
| SECTION 27.4 - INVALIDITY..... | 45 |
| SECTION 27.5 - CONFLICT..... | 45 |
| SECTION 27.6 - RIGHTS OF ACTION..... | 45 |
| SECTION 27.7 - ASSOCIATION NOT A GUARANTOR OF SECURITY..... | 45 |
| ARTICLE XXVIII – CHANGES IN LAW..... | 46 |



SCHEDULE A-1 – DESCRIPTION OF COMMON INTEREST COMMUNITY48
SCHEDULE A-2 – TABLE OF INTERESTS49
SCHEDULE A-3 – PLATS AND PLANS50



**DECLARATION
OF
SILVER FOX CROSSING**

Declarant, **BDMG VENTURES, LLC**, a Delaware limited liability company, whose mailing address is *12870 Old Seward Highway, Suite 108, Anchorage, Alaska 99518* does hereby submit the real property in Anchorage, Alaska described in **Schedule A-1**, to the provisions of the Uniform Common Interest Ownership Act, Title 34, Chapter 8, of the Alaska Statutes, for the purpose of creating **SILVER FOX CROSSING**, and making the Improvements shown in the Plat and Plans attached as **Schedule A-3**.

**ARTICLE I
DEFINITIONS**

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

Section 1.1 - Act. The Uniform Common Interest Ownership Act, Title 34, Chapter 08 of the Alaska Statutes, as it may be amended from time to time.

Section 1.2 - Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability, and votes in the Association allocated to Units in the Common Interest Community. The Allocated Interests are described in **Article VIII** and shown on **Schedule A-2**.

Section 1.3 - Association. *Silver Fox Crossing Owners Association, Inc.*, a non-profit corporation organized under Title 10, Chapter 20 of the Alaska Statutes. It is the Association of Unit Owners for Silver Fox Crossing.

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

Section 1.5 - Common Elements. Each portion of the Common Interest Community, other than a Unit.

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

- a. Expenses of operation, administration, insurance, Maintenance, Repair, and Replacement of the Common Elements;
- b. Expenses declared to be Common Expenses by the Documents or by the Act;



- c. Expenses agreed upon as Common Expenses by the Association; and
- d. Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement, or addition to the Common Elements or any other real or personal property acquired or held by the Association.

Section 1.7 - Common Interest Community. The real property described in **Schedule A-1**, subject to the Declaration.

Section 1.8 – Damage or Destroyed. A portion of the Common Interest Community is Damaged or Destroyed (or suffers Damage or Destruction) if it suffers physical damage caused by reasons other than deterioration, decay, wear and tear, or obsolescence.

Section 1.9 - Declarant. BDMG VENTURES, LLC, a Delaware limited liability company, or its successor as defined in Subsection 34.08.990(12) of the Act.

Section 1.10 - Declaration. This Document, including any amendments.

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

Section 1.12 - Documents. The Declaration, Plat and Plans recorded and filed pursuant to the provisions of the Act, the Articles of Incorporation, the Bylaws, and the Rules as they may be amended from time to time. Any attachment, schedule, or certification accompanying a Document is a part of that Document.

Section 1.13 - Eligible Insurer. An insurer or guarantor of a first Security Interest in a Unit.

Section 1.14 - Eligible Mortgagee. The holder of a first Security Interest in a Unit.

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

Section 1.16 - Improvements. Any structure, fixture, or facilities existing or subsequently constructed on the land included in the Common Interest Community, including but not limited to, buildings, trees, and shrubbery planted, paving, signage, utility wires, pipes, and light poles.

Section 1.17 - Limited Common Elements. The portion of the Common Elements allocated for the exclusive use of one (1) or more, but fewer than all, of the Units by the Declaration or by operation of Subsections (2) and (4) of AS 34.08.100. The Limited Common Elements in the Common Interest Community are described in **Article V** of this Declaration.

Section 1.18 – Maintain, Repair and Replace. To Maintain, Repair and Replace (or to perform Maintenance, Repair and Replacement) is the act of addressing and correcting deterioration, decay, wear and tear, and obsolescence to any portion of the Property which has not suffered Damage or Destruction.



Section 1.19 - Majority or Majority of Unit Owners. The Unit Owners of more than fifty percent (50%) of the voting interest in the Association.

Section 1.20 - Manager. A Person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 1.21 - Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in **Section 23.1**.

Section 1.22 - Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in **Section 23.2**.

Section 1.23 - Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.24 - Plans. The Plans filed with the Declaration as **Schedule A-3**, as they may be amended from time to time.

Section 1.25 - Plat. The Plat filed with the Declaration as **Schedule A-3**, as it may be amended from time to time.

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

Section 1.27 - Public Offering Statement. The current document prepared pursuant to Section 34.08.530 of the Alaska Statutes, as it may be amended from time to time, and provided to purchasers.

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

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

Section 1.30 - Special Declarant Rights. Rights reserved for the benefit of a Declarant pursuant to **Article VII**.



Section 1.31 - Trustee. The entity which may be designated by the Executive Board as the Trustee for the receipt, administration, and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources as defined in the Bylaws. If no Trustee has been designated, the Trustee will be the Executive Board from time to time constituted, acting by Majority vote, as executed by the president and attested by the secretary.

Section 1.32 - Unit. A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in **Section 4.2.**

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

ARTICLE II
NAME AND TYPE OF COMMON INTEREST COMMUNITY AND ASSOCIATION

Section 2.1 - Common Interest Community. The name of the Common Interest Community is *Silver Fox Crossing*. Silver Fox Crossing is a *condominium community*.

Section 2.2 - Association. The name of the Association is *Silver Fox Crossing Owners Association, Inc.*, a non-profit corporation organized under the non-profit corporation laws of the State of Alaska.

ARTICLE III
DESCRIPTION OF LAND

The entire Common Interest Community is situated in the Anchorage Recording District, Third Judicial District, State of Alaska and is located on land described in **Schedule A-1.**

ARTICLE IV
NUMBER OF UNITS; UNIT BOUNDARIES

Section 4.1 - Number of Units. The Common Interest Community upon creation contains **six (6) Units.**

Section 4.2 – Unit Boundaries. The boundaries of each Unit created by the Declaration are shown on the Plat and Plans as numbered Units with their identifying number and are described as follows:

- a. *Upper Boundary.* The horizontal or sloping plane or planes of the unfinished lower surfaces of the ceiling bearing structure surfaces, beams, and rafters extended to an intersection with the vertical perimeter boundaries.
- b. *Lower Boundary.* The horizontal plane or planes of the undecorated or unfinished upper surfaces of the floors and the upper surface of the garage's cement slab,



extended to an intersection with the vertical perimeter boundaries and open horizontal unfinished surfaces of trim, sills, and structural components.

- c. *Vertical Perimeter Boundaries.* The planes defined by the inner surfaces of the studs and framing of the perimeter walls; the unfinished inner surfaces of poured concrete walls; the unfinished surfaces of the interior trim, and thresholds along perimeter walls and floors; the unfinished exterior surfaces of closed windows and closed perimeter doors; and the innermost unfinished planes of all interior bearing studs and framing of bearing walls, columns, bearing partitions, and partition walls between separate Units.
- d. *Inclusions.* Each Unit will include the spaces and Improvements lying within the boundaries described in **Sections 4.2.a, 4.2.b, and 4.2.c** above.
- e. *Exclusions.* Except when specifically included by other provisions of **Section 4.2**, the following are excluded from each Unit: The spaces and Improvements lying outside of the boundaries described in **Sections 4.2.a, 4.2.b, and 4.2.c** above; all components of the sprinkler system, including but not limited to the pipes, sprinkler head, and valves and any portion of the sprinkler system otherwise located inside the Unit boundaries.
- f. *Inconsistency with Plans.* If this definition is inconsistent with the Plans, then this definition will control.

ARTICLE V
COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The Common Elements are each portion of the Common Interest Community other than a Unit and include, but are not limited to the “**Common Element Parking and Driveway**”, “**Common Element Landscaping Areas**”, “**Common Element Sidewalk**”, “**Common Element Snow Storage Area**”, and “**Common Element Perimeter Fencing**”. The cluster mailbox system and pad area, once installed by Declarant, shall be a Common Element.

The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

- a. If a chute, flue, pipe, duct, wire, conduit, bearing wall, bearing column, or other fixture lies partially within and partially outside the designated boundaries of a Unit, the portion serving only the Unit is a Limited Common Element, allocated solely to the Unit, the use of which is limited to that Unit, and any portion thereof serving more than one (1) Unit or a portion of the Common Elements is a part of the Common Elements.



- b. Entryways, which shall mean any and all portions of the entry or entryway or entryway material, and including the steps leading from the Common Element Sidewalk to the entryway, hereinafter referred to as an “**LCE Entryway**”, the uses of which are limited to the Unit served as identified on the Plat and Plans and as shown on **Schedule A-2**.
- c. Decks, hereinafter referred to as an “**LCE Deck**”, the uses of which are limited to the Unit served as identified on the Plat and Plans and as shown on **Schedule A-2**.
- d. Driveways located outside of the garage of a Unit, hereinafter referred to as an “**LCE Driveway**”, the uses of which are limited to the Unit served as identified on the Plat and Plans and as shown on **Schedule A-2**.
- e. Yards, hereinafter referred to as an “**LCE Yard**”, the uses of which are limited to the Unit served as identified on the Plat and Plans and as shown on **Schedule A-2**.
- f. Fences enclosing the LCE Yard, upon their construction by a Unit Owner, will be a Limited Common Element, the uses of which are limited to the Unit served (“**LCE Fence**”).
- g. Address number, Unit letter, doorbell buttons, and exterior light fixtures at the door of the Unit served will be Limited Common Elements allocated to the Units served.

ARTICLE VI
MAINTENANCE, REPAIR, AND REPLACEMENT

The chart below sets forth some of the maintenance, repair, and replacement obligations of the Unit Owner and of the Association; however, read **Article VI** carefully for the full designations.

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MAINTENANCE & RESPONSIBILITY CHART

- ITEMS MARKED WITH 'CE' indicate expenses that will be shared by all the Unit Owners as a Common Expense (*and not billed back to the individual Unit Owner*).
- ITEMS MARKED WITH 'ABB' indicate items that the Association Maintains, Repairs, and Replaces; however, the expenses and reserves for those items will be billed back to the individual Unit Owner(s).

UNIT OWNER RESPONSIBILITY

- Maintenance, Repair, and Replacement of all portions of the Unit and any Improvements to the Unit, *but excluding the windows*, including but not limited to:
 - Garage door and perimeter doors; and
 - Drywall, interior cabinets, counters, trim, flooring, appliances, finishes, and fixtures
- Maintenance, Repair, and Replacement of all components of the doorbell and doorbell ringer
- Maintenance, Repair and Replacement of the LCE Fence enclosing the LCE Yard, upon construction
- Cleaning, sweeping and removing snow, dirt and other debris from the LCE Driveway, LCE Deck, and LCE Entryway allocated to the Unit Owner's Unit

ASSOCIATION RESPONSIBILITY

- Maintenance, Repair, and Replacement of all Common Elements (*excluding certain Limited Common Elements that the Unit Owners are required to Maintain, Repair, and Replace*), including but not limited to, the water and sewer lines, roofing, siding, asphalt, Common Element Landscaping Areas, Common Element Parking and Driveway, Common Element Snow Storage Area, Common Element Perimeter Fencing, and the Common Element Sidewalk - **CE**
- Maintenance, Repair, and Replacement of the windows, including the exterior trim, fascia, casing, apron and all other components of the windows - **ABB**
- Maintenance, Repair, and Replacement of the garage slab of the Unit - **CE**
- Maintenance, Repair, and Replacement of the following Limited Common Elements:
 - LCE Decks, LCE Entryways, LCE Yards, and LCE Driveways - **ABB**
 - Address numbers, Unit letters, exterior light fixtures, and gutters - **ABB**
- Cleaning, sweeping and removing snow, dirt and other debris from the Common Element Parking and Driveway and Common Element Sidewalk – **CE**

Section 6.1 - Common Elements. The Association shall Maintain, Repair and Replace all of the Common Elements. *Certain Limited Common Elements are required by this Declaration to be maintained by the Unit Owners*, as set forth in **Section 6.2** below. Common Expenses associated with the cleaning, Maintenance, Repair or Replacement of Limited Common Elements which are *not* the specific maintenance responsibility of a Unit or Units, or which are *not* a maintenance expense of



the Association which is to be specifically assessed to the Unit Owner or Owners to whose Unit the Limited Common Element is appurtenant will be assessed against all Units in accordance with their Allocated Interests in the Common Expenses. If any Limited Common Element is assigned to more than one (1) Unit, the Common Expenses attributable to the Limited Common Element will be assessed and shared equally among the Units to which it is assigned.

- a. Cleaning, Sweeping, and Snow Removal. The Association shall clean, sweep, and remove snow and other debris from the Common Element Guest Parking and Common Element Sidewalk. The costs for such snow removal and ice melting shall be a Common Expense.
- b. Maintenance, Repair, and Replacement Obligations of the Association with Respect to Certain Limited Common Elements.
 - i. LCE Decks, LCE Driveways, LCE Yards and LCE Entryways. The Association shall Maintain, Repair and Replace the LCE Driveways, LCE Yards, LCE Decks and LCE Entryways, and shall assess the costs thereof against the Unit to which such Limited Common Elements are allocated.
 - ii. Exterior Light Fixtures, Unit Numbers, and Address Numbers. The Association shall Maintain, Repair, and Replace the Limited Common Element exterior light fixtures, Unit numbers, and address numbers serving a Unit and shall assess the costs thereof against the Unit to which such Limited Common Elements are allocated.
 - iii. Windows. The Association shall Maintain, Repair and Replace the windows, including the exterior trim, fascia, casing apron and all other components of the windows, and shall assess the costs thereof against the Unit to which such Limited Common Elements are allocated.

Costs may be assessed in advance of the Maintenance, Repair or Replacement being performed.

- c. Maintenance, Repair, and Replacement Obligations of Unit Owners with Respect to Certain Limited Common Elements.
 - i. LCE Driveway, LCE Deck, and LCE Entryway.
 - A. Cleaning, Sweeping, and Removing Debris. Each Unit Owner shall clean and remove debris from the LCE Driveway, LCE Deck, and LCE Entryway allocated to their Unit.



- B. *Snow Removal.* Each Unit Owner shall remove snow from the LCE Driveway, LCE Deck and LCE Entryway allocated to their Unit.
- ii. Fences. Unit Owners with allocated LCE Yards, as shown on the Plat and Plans, may construct an LCE Fence enclosing the LCE Yard allocated to their Unit. Fence material, design and location shall be governed by the Executive Board. The Executive Board may change the designated materials and design from time to time without amending the Declaration.
- A. To the extent that a fence separates the LCE Yard appurtenant to separate Units, then the responsibility for the Maintenance, Repair and Replacement of that portion of the LCE Fence shall be the joint responsibility of the Units to which such LCE Yards are appurtenant. The cost of construction of the fence shall be that of the Unit Owner constructing the fence enclosing the LCE Yard appurtenant to that Unit. To the extent that a fence constructed by a Unit Owner joins an existing fence dividing the LCE Yards between the two (2) Units, then such Unit Owner shall pay to the Unit Owner of the adjoining Unit one-half (1/2) of the reasonable costs of the shared fence at reasonable commercial rates in effect at the time. No Unit Owner may construct a fence around a portion of its LCE Yard without completely enclosing that Unit Owner's yard.
- B. Provided, however, that the requirements of subparagraph A above, shall not be construed to compel a Unit Owner to erect a fence separating two (2) LCE Yards, who does not agree to the erection of the fence. In such circumstances the fence construction costs shall be the responsibility of the Unit Owner desiring the construction of the fence. If the adjoining Unit Owner not originally in agreement with construction of the fence should subsequently decide to enclose their LCE Yard with a fence, then at such time, the Unit Owner not originally in agreement shall contribute an equitable portion of fence construction costs to the Unit Owner who erected the fence separating their LCE Yard areas, including a reasonable adjustment for the remaining economic life of the existing fence.
- C. Unit Owners shall Maintain, Repair, and Replace the LCE Fence in accordance with the standards promulgated and provided to the Unit Owners from time to time by the Executive Board.

Section 6.2 - Units. Each Unit Owner shall Maintain, Repair, and Replace, at his or her own expense, all portions of his or her Unit. The garage door and perimeter doors of the Unit shall be



Maintained, Repaired, and Replaced by the Unit Owner, in accordance with the standards promulgated and provided to the Unit Owners from time to time by the Executive Board.

Section 6.3 - Repairs Resulting from Negligence.

- a. If a Unit Owner fails to Maintain, Repair or Replace a Unit or any other portion of the Common Interest Community for which the Unit Owner is responsible after the Unit Owner knew, or should have known, that such Maintenance, Repair or Replacement was needed, and such failure causes damage to another Unit or to the Common Elements, the Unit Owner shall reimburse the Unit Owner of the damaged Unit, or the Association, as the case may be, for the cost of restoring the damage in excess of any insurance proceeds received by the Association under its insurance policy, whether the portion results from the application of a deductible or otherwise.
- b. If the Association fails to Maintain, Repair or Replace the Common Elements or any other portion of the Common Interest Community for which it is responsible after the Association knew, or should have known, that such Maintenance, Repair or Replacement was needed, and such failure causes damage to a Unit:
 - i. If the damage is covered by the Association's insurance policy, the Association shall restore it in accordance with **Article XXII** of the Declaration (Damage to or Destruction of Property); or
 - ii. If the damage is not covered by the Association's insurance policy, the Association shall reimburse the Unit Owner of the damaged Unit for the reasonable cost of restoring the damage.

Section 6.4 - Access. Any Person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of: (i) correcting any condition threatening a Unit or the Common Elements; (ii) performing installations, alterations, or repairs; and (iii) reading, repairing, replacing utility meters and related pipes, valves, wires, and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

Section 6.5 - Enforcement. In the event that a Unit Owner should fail to perform any obligation required in this Section as may be determined by the Executive Board, then the Executive Board may provide for the performance of any such neglected obligation by whatever reasonable means it may determine in its sole discretion. In case of emergency as determined by the Executive Board, it may act immediately; and in all other cases the Executive Board may act hereunder, following thirty (30) days written notice to the Unit Owner. All expenses incurred by the Executive Board or the Association as a result of taking action under this Section shall be chargeable to the Unit Owner as provided for under **Section 18.2** hereof.



ARTICLE VII
SPECIAL DECLARANT RIGHTS AND OTHER RESERVED RIGHTS

Section 7.1 - Rights Reserved by Declarant. The Declarant reserves the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the Common Interest Community for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the Property. The Declarant also reserves the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community for the above-mentioned purposes. If the Declarant grants any such easements, **Schedule A-1** will be amended to include reference to the recorded easement.

Section 7.2 - Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Common Interest Community:

- a. To complete Improvements indicated on the Plat and Plans filed with the Declaration.
- b. To maintain sales offices, management offices, signs advertising the Common Interest Community, and model Unit(s).
- c. To use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community.
- d. To appoint or remove an officer of the Association or an Executive Board member during a period of Declarant Control subject to the provisions of **Section 7.7**.

Section 7.3 – Model Units, Sales Offices, and Management Offices. As long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model Unit, sales office or management office.

Section 7.4 - Construction; Declarant's Easement. The Declarant reserves the right to perform warranty work, repairs and construction work and to store materials in secure areas in Units and Common Elements, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of exercising Special Declarant Rights, whether arising under the Act or reserved in the Declaration. Such easement includes the right to convey utility and drainage easements to public utilities, municipalities, the State of Alaska, riparian owners or upland owners to fulfill the plan of development.

Section 7.5 - Signs and Marketing. The Declarant reserves the right to post signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Unit Owners.



Section 7.6 - Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction, and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove from the property, promptly after the sale of the last Unit, any and all goods and Improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 7.7 – Declarant Control of the Association.

a. Subject to **Section 7.7.b**, there shall be a period of Declarant Control of the Association, during which a Declarant, or Persons designated by the Declarant, may appoint and remove the officers and members of the Executive Board. The period of Declarant Control terminates no later than the earlier of:

- i. Sixty (60) days after conveyance of seventy-five percent (75%) of the Units that may be created to Unit Owners other than a Declarant;
- ii. two (2) years after Declarant has ceased to offer Units for sale in the ordinary course of business;
- iii. two (2) years after any right to add new Units was last exercised;
- iv. seven (7) years following the first conveyance of a Unit to a purchaser.

A Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant Control, that specified actions of the Association or Executive Board, as described in a recorded instrument approved by the Declarant before they become effective.

b. Not later than sixty (60) days after the conveyance of twenty-five percent (25%) of the Units that may be created to Unit Owners other than a Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Executive Board must be elected by Unit Owners, other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that may be created to Unit Owners other than a Declarant, not less than thirty-three and one-third percent (33 $\frac{1}{3}$ %) of the members of the Executive Board must be elected by Unit Owners other than the Declarant.

c. Not later than the termination of any period of Declarant Control, the Unit Owners shall elect an Executive Board of at least three (3) members, at least a Majority of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers take office upon election.



- d. Notwithstanding any provision of the Declaration or the Bylaws to the contrary, following notice under AS 34.08.390, the Unit Owners, by a two-thirds ($\frac{2}{3}$) vote of all Persons present and entitled to vote at a meeting of the Unit Owners at which a quorum is present, may remove a member of the Executive Board with or without cause, other than a member appointed by the Declarant.

Section 7.8 - Time Limitations on Special Declarant Rights. Except for Special Declarant Rights that may terminate earlier by statute and unless previously terminated by an amendment to the Declaration executed by the Declarant, Special Declarant Rights terminate such time as the Declarant no longer owns a Unit or no longer holds any Security Interest in any Unit, whichever is the latest to occur.

Section 7.9 - Interference with Special Declarant Rights. Neither the Association nor any Unit Owner may take any action or adopt any Rule that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

ARTICLE VIII

ALLOCATED INTERESTS

Section 8.1 - Allocation of Interests. The table showing Unit numbers and their Allocated Interests is attached as **Schedule A-2**. These interests have been allocated in accordance with the formulas set out in this **Article VIII**.

Section 8.2 - Formulas for the Allocation of Interests. The Allocated Interests allocated to each Unit have been calculated on the following formulas:

- a. *Undivided Interest in the Common Elements.* Each Unit in the Common Interest Community shall have an equal percentage of the undivided interest in the Common Elements.
- b. *Liability for the Common Expenses.* Each Unit in the Common Interest Community shall have an equal percentage of liability for Common Expenses. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under **Article XVIII**.
- c. *Votes.* Each Unit in the Common Interest Community shall have one (1) equal vote. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the votes as allocated in **Schedule A-2**.
- d. *Multiple Ownership of a Unit.* When more than one (1) person holds an ownership interest in any Unit, the vote for such Unit shall be exercised as determined among those Unit Owners, but in no event shall more than one (1) vote be cast with respect



to any such Unit. Any votes cast with regard to any such Unit in violation of this provision shall be null and void.

ARTICLE IX
RESTRICTIONS ON USE, ALIENATION, AND OCCUPANCY

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

- a. *Single Family Use.* Each Unit is restricted to residential use as a single-family residence including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash, or storage. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area. The number of permitted occupants in a single-family residence shall not exceed the requirements contained in the Anchorage Municipal Code.
- b. *Bylaws and Rules.* The use of Units and Common Elements is subject to the Bylaws and the Rules of the Association.
- c. *Nuisance.* No noxious or offensive activity shall be carried on within the Common Interest Community, nor shall anything be done therein which may become an annoyance or nuisance to the neighborhood.
- d. *Quiet Time.* Quiet time shall be between the hours of 10:00 p.m. and 8:00 a.m. The audible volume of televisions, stereos, and/or musical equipment operated during quiet time shall be substantially reduced so as not to interfere with the quiet enjoyment of the Common Interest Community. The following activities are prohibited during quiet time: snow blowing and noise creating recreational activities including but not limited to skateboarding, basketball, hockey, and soccer.
- e. *Improper Use.* No improper, offensive, or unlawful use may be made of the Units, and Unit Owners shall comply with and conform to applicable federal and State of Alaska laws and regulations and all ordinances, rules, and regulations of the Municipality of Anchorage. The violating Unit Owner shall hold the Association and other Unit Owners harmless from fines, penalties, costs, and prosecutions for the violation thereof or non-compliance therewith.
- f. *Signs.* Except for parking and street signage, no signs whatsoever shall be displayed to the public view except a sign of not more than five square feet (5 sq. ft.) advertising a Unit for sale or rent by a Unit Owner, or signs used by the Declarant to advertise Units during the Unit sales or construction period.



g. *Garbage and Refuse Disposal.*

- i. No accumulation of rubbish, debris or unsightly materials shall be permitted in the Common Elements, or within Units. Unit Owners shall dispose of trash, garbage or other waste within secured trash bags which shall be transported to a dumpster located in the Common Interest Community. Unit Owners shall transport trash and garbage in such manner as to ensure that the Common Elements, including but not limited to, hallways, stairwells and the parking areas, remain clean and free of trash and litter. Long term storage of rubbish in the Units is prohibited.
- ii. No portion of the Property shall be used for the storage of building materials, refuse, or any other materials. No outside burning of trash or garbage is permitted.

h. *Water and Sewer.* Each Unit Owner has an undivided interest in the Common Interest Community Common Element water lines and sewer service lines.

- i. To preserve and minimize potential damage and deterioration to the sewer service lines and water lines, Units Owners shall not pour grease, oils or cooking fat residues into sinks, garbage disposal units or other drains. No diapers, sanitary napkins, newspapers, solid rags or paper towels are to be disposed in toilets. No used oil, oil-based paints, solvents or other chemicals are to be disposed into the Community sewer service lines or elsewhere in the Common Interest Community.

- ii. No individual well, water system, or septic system shall be allowed.

i. *Vehicles.*

- i. Vehicles shall include, but are not limited to, an automobile, motorcycle, truck, trailer, boat, ATV, camper, recreational vehicle, snow machine or similar equipment.
- ii. Inoperable vehicles shall not be parked within the Property for more than seven (7) days unless it is kept in the garage. A junk vehicle is a vehicle which is missing essential parts, such as but not limited to, tires, wheels, engine, brakes, windows, lights and lenses, exhaust system, and other parts that are necessary for the legal operation of a vehicle. Additionally, an inoperable vehicle is a vehicle which has remained inoperable for a period of thirty (30) consecutive days. Vehicles parked in violation of these restrictions may be towed by the Association.



- iii. All vehicles in the Common Interest Community must have a current license.
- iv. Except for: (i) police vehicles; (ii) commercial vehicles belonging to a contractor hired by a Unit Owner to perform services and; (ii) other commercial vehicles approved by the Executive Board, commercial vehicles owned by a Unit Owner must be parked within an enclosed garage. A commercial vehicle shall mean vehicles used by contractors or maintenance personnel, including trucks, maintenance vehicles, vehicles with a business logo or sign affixed to the body, taxis and other commercial type vehicles.
- v. No vehicle shall be blocking any driveway or sidewalk.
- vi. No repair, restoration or disassembly of any motor vehicle, boat, trailer, aircraft or other vehicle shall be permitted anywhere on the Property, EXCEPT FOR: (1) emergency repairs only to the extent necessary to enable movement of the vehicle to inside the garage or to a repair facility; or (2) repairs performed inside the garage.
- vii. Motor bikes, motorcycles and automobiles shall have operable mufflers.
- viii. Recreational vehicles such as, but not limited to, campers, trailers, boats, motor homes, ATV's, snow machines and wave runners are permitted in the driveways for no more than twenty-four (24) consecutive hours or a total of forty-eight (48) hours in any seven (7) day period. At all other times, recreational vehicles shall be parked in a garage, or in a permitted enclosed outbuilding, or within a fenced side and/or rear yard.
- ix. No vehicle shall be covered in any manner with tarpaulins or other unsightly coverings as determined by the Executive Board in its sole discretion.
- x. Vehicular fuel storage is prohibited within the Property.
- j. *Storage of Materials.* No part of the Property may be used for storage of equipment, materials or merchandise used or to be sold in a business trade; EXCEPT, that equipment, materials or merchandise used in permitted home occupations may be stored within the Unit.
- k. *Oil and Mining Operations.* No oil or gas drilling, development operations, refining, quarrying, or mining operations of any kind shall be permitted on the Property, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Unit. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Unit.



No surface entry will be permitted and no extraction of minerals will be permitted within a two hundred fifty foot (250') buffer measured vertically from the surface.

- i. Antennae and Satellite Dishes. References to satellite dishes herein shall include 'antennas'. The Declarant imposes the following restrictions relating to the installation of satellite dishes and antennae, if compliance does not: (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal to the Unit Owner.
 - i. Connectivity. Each Unit is pre-wired to the attic area for connection to a satellite dish. Unit Owners may connect to this wiring for the purpose of placing no more than two (2) satellite dishes on the roof directly over their Unit. Roof penetration providing satellite wiring connectivity to a satellite dish shall be completed in a professional workmanlike manner by a licensed bonded and insured installer, approved by the Association. Except for the wiring installed by the Declarant during the original construction of the building containing the Unit, to connect to the roof, no wiring for satellite dishes is permitted within or upon the Common Elements.
 - ii. Size. A satellite dish installed on a roof shall not exceed forty-eight inches (48") in size.
 - iii. Location. Roof top installation of a satellite dish shall be in accordance with **Section 9.1.1.i** herein and shall be located outside the roof set back area. The roof set back is a minimum of two feet (2') from the roof edge and shall not protrude beyond five feet (5') above the roof line of the Unit. If a Unit Owner chooses to locate a satellite dish on the LCE Deck appurtenant to their Unit, such installation shall be completed in a professional workmanlike manner by a licensed, bonded, and insured installer, approved by the Association. No satellite wiring or equipment shall protrude beyond LCE Deck boundaries and on to the Common Elements. The location of satellite dishes installed inside the Unit is unrestricted, provided that no portion of the antenna or satellite dish extends beyond the boundaries of the Unit or Limited Common Elements.
 - iv. Safety and Non-Interference. Installation shall comply with reasonable safety standards and may not interfere with cable, telephone, or electrical systems of neighboring Units.
 - v. Maintenance. No satellite dish on the roof shall be permitted to fall into disrepair or to become unsightly. Unit Owners have the sole responsibility of maintaining the installation and repair of their satellite dish and related equipment. In the event that a satellite dish installed on the roof by the Unit



Owner becomes deteriorated, unsightly or is inconsistent with conditions of installation it may be removed or repaired at the Unit Owner's expense.

- vi. Neutral Color. Satellite dish color shall be neutral tones only, including white, grey, beige, and any similar neutral tone color. No commercial advertising on the satellite dish is permitted other than the brand name.
 - vii. Removal and Damages. If a satellite dish, antenna, and other related equipment is removed, any damage to the Common Elements or Limited Common Elements of the Unit must be repaired. The Association may repair damages not repaired by the Unit Owner and assess the reasonable cost thereof against the Unit Owner. A satellite dish that is not in service and/or is not being used by a Unit Owner shall be removed from the Common Elements or Limited Common Elements at the Unit Owner's expense.
- m. Pets. Unit Owners may maintain pets in their Units of the following types: domestic cats; domestic dogs; domestic birds (not poultry or fowl); gerbils, rodents, reptiles; and fish. No other animals may be kept as pets.
- i. Birds shall be kept in bird cages. Gerbils, rodents, and reptiles shall be kept in terrariums or cages; fish must be kept in aquariums only.
 - ii. No more than two (2) dogs or cats, *in any combination*, are permitted per Unit.
 - iii. No unreasonable quantity of pets shall be permitted.
 - iv. Pets shall not be raised or bred for commercial purposes.
 - v. Pets demonstrating behaviors within the classifications defined in Anchorage Municipal Code ("AMC") 17.40.020(A), as it may be amended from time to time, and not falling within any of the exceptions contained in AMC 17.40.020(B), as it may be amended from time to time, are prohibited on the Property.
 - vi. Unit Owner's shall hold the Association harmless from all claims resulting from the actions of his or her pet.
 - vii. Unit Owners shall be responsible for keeping their Units, Limited Common Elements, and Common Elements free and clear of pet feces. Unit Owners shall immediately remove their pet's animal feces from all areas of the Common Interest Community.



- viii. The provisions of the leash law (AMC 17.10.010, as it may be amended from time to time) shall be observed and pets shall be leashed and kept under control at all times. Pets shall be licensed, vaccinated, and maintained in accordance with municipal law.
- ix. Unit Owners shall contain and control their pets to the extent necessary to prevent their pet creating or becoming a nuisance as defined and described in AMC 17.10.015, as it may be amended from time to time. Pets causing or creating a nuisance or unreasonable disturbance or noise, so as to interfere with the rights, comfort, or convenience of other Unit Owners shall be permanently removed from the Property upon three (3) days' written Notice and Hearing from the Executive Board. If the pet owner fails to honor such request, the Executive Board may remove the offending pet.
- n. *Window Coverings.* Unit Owners shall install only the following types of window coverings: (1) mini blinds, (2) shades, (3) duettes, and (4) sheers. Window coverings shall be white, neutral, or light in color when viewed from the street and must be installed on all windows and glass doors within three (3) months of closing or occupancy, whichever is sooner. No window shall be covered with garments, sheets, blankets, aluminum foil or similar materials.
- o. *Holiday Lighting.* Temporary decorative holiday lighting is permitted commencing the day after Thanksgiving and shall be removed no later than February 1st.
- p. *Basketball and Baseball Equipment.* Basketball hoops, backboards, baseball cages, hockey cages, and recreational apparatus shall be portable and stored out of sight from the street and other adjoining Unit Owners during the winter season. No permanent basketball hoops, backboards, baseball cages, or recreation apparatus may be attached to the Common Elements.
- q. *LCE Decks.*
 - i. Equipment, including satellite dishes or satellite antennae and personal property and plants, shall not protrude beyond the LCE Deck boundary nor be placed on or hung from an LCE Deck railing.
 - ii. Plants on plant shelves are permitted within LCE Deck areas, provided they do not exceed the height of the LCE Deck rail. Plants may be hung within the boundary of the LCE Deck area and must be securely anchored so as not to create a safety hazard. Such visible hanging plants on an LCE Deck must not have an offensive appearance and dead plants are not permitted.
 - iii. Deck furniture, such as a bistro table and chairs, are permitted to be stored on the LCE Decks. No other deck storage is permitted, including, but not limited



to, bicycles, gym equipment, boxes, tires, ladders, cleaning supplies (such as mops), garbage, trash containers, appliances (such as refrigerators), and visible storage cabinets.

- v. No articles, such as towels, rugs, or clothing may be hung on or from an LCE Deck.
- r. *Mailboxes.* Unit Owners shall use cluster mailboxes approved by the U.S. Postal Service and provided for the Common Interest Community by the Declarant.
- s. *Leasing.* A Unit or any portion thereof, may not be conveyed pursuant to a time-sharing plan. No Unit or any portion thereof, may be leased except by written leases in excess of six (6) months. Each lease will be filed with the Association, and written notice given of commencement and termination of possession. Each lease will incorporate the terms and restrictions of the Documents as a personal obligation of the tenant. Each lease will attorn to the Association as landlord solely for the purpose of enforcing the restrictions of the Documents following Notice and Hearing to the Unit Owner/landlord, and an opportunity to cure the violation, and then by direct levy, injunction and/or eviction by summary process, against the tenant. The Association will not otherwise assume the responsibilities or obligations of the landlord. The Association will have the right and power to exercise the landlord's rights of summary eviction against any tenant of the Unit Owner who violates the restrictions of the Documents, provided the Unit Owner/landlord has received Notice and Hearing and is given a reasonable opportunity to cure the violation following the Notice and Hearing. A copy of all written occupancy agreements conforming to the foregoing requirements shall be submitted to the Executive Board to verify compliance with these requirements.

Section 9.2 - Violations of Use Restrictions. A violation shall be failure by a Unit Owner to comply with a restriction or cure a prohibited activity within five (5) days after notification of non-compliance. Violations of the use restrictions are disruptive to the Common Interest Community and create additional administrative expense to the Association and accordingly, the Association may assess fines as specified in the rules adopted by the Association. Fines collected from Unit Owners pursuant to this Section shall be collected by and belong to the Association.

ARTICLE X **EASEMENTS AND LICENSES**

Easements or licenses to which the Common Interest Community is presently subject are recited in **Schedule A-1** to the Declaration. In addition, the Common Interest Community may be subject to other easements or licenses granted by the Declarant pursuant to its powers under **Article VII** of the Declaration.



ARTICLE XI
ALLOCATION AND REALLOCATION OF LIMITED COMMON ELEMENTS

No Limited Common Element depicted on the Plat or Plans may be reallocated by an amendment to the Declaration except pursuant to this **Article XI** or as part of a relocation of boundaries of Units pursuant to **Article XIII** of the Declaration.

Such amendment shall require the approval of all holders of Security Interests in the affected Units, which approval shall be endorsed thereon. The person executing the amendment shall provide an executed copy thereof to the Association, which, if the amendment complies with the provisions of the Declaration and the Act, shall record it. The amendment shall contain words of conveyance and must be recorded and indexed in the names of the parties and the Common Interest Community.

The parties executing the amendment shall be responsible for the preparation of the amendment and shall reimburse the Association for its reasonable attorneys' fees in connection with the review of the amendment and for the recording costs.

ARTICLE XII
ADDITIONS, ALTERATIONS, AND IMPROVEMENTS

Section 12.1 - Additions, Alterations and Improvements by Unit Owners.

- a. No Unit Owner will make any structural addition, structural alteration, or Improvement in or to the Unit that affects the Common Elements without the prior written consent thereto of the Executive Board in accordance with **Section 12.1.c**.
- b. Subject to **Section 12.1.a**, a Unit Owner:
 - i. May make any other Improvements or alterations to the interior of his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Elements;
 - ii. May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community, without permission of the Association; and
 - iii. After acquiring an adjoining Unit or an adjoining part of an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Elements. Removal of partitions or creation of apertures under this Subsection is not an alteration of boundaries.



- c. A Unit Owner may submit a written request to the Executive Board for approval of actions prohibited by **Section 12.1.a** or **Section 12.1.b**. The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of its rules.
- d. Any applications to any department or to any governmental authority for a permit to make any addition, alteration or Improvement in or to any Unit shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, sub-contractor or material man on account of such addition, alteration, or Improvement or to any person having any claim for injury to person or damage to property arising therefrom.
- e. All additions, alterations, and Improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the Unit Owners other than those affected by such change.

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

Section 12.2 - Additions, Alterations, and Improvements by Executive Board. Subject to the limitations of **Sections 18.4 and 18.5** of the Declaration, the Executive Board may make any additions, alterations or Improvements to the Common Elements which, in its judgment, it deems necessary.

ARTICLE XIII **RELOCATION OF BOUNDARIES BETWEEN ADJOINING UNITS**

Section 13.1 – Combining/Subdividing Units. Except for relocation of boundaries pursuant to this **Article XIII**, no Units may be subdivided into smaller Units or combined.

Section 13.2 – Relocating Unit Boundaries. Subject to approval pursuant to **Article XIV**, and to approval, if necessary, of the Municipality of Anchorage, the boundaries between adjoining Units may be relocated by an amendment to the Declaration upon application to the Association by the Unit Owners of the Units affected by the relocation. If the Unit Owners of the adjoining Units have specified reallocation of their Allocated Interests, the application shall state the proposed reallocations. Unless the Executive Board determines, within thirty (30) days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocations and indicates the Association's consent. The amendment must be executed by those Unit Owners and the approval of all holders of Security Interests in the affected Units shall be endorsed thereon. On recordation, the



amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

Section 13.3 - Recording Amendments. The Association shall prepare and record Plats or Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers. The applicants will pay for the costs of preparation of the amendment, Plat and Plans recording costs, and the reasonable consultant fees of the Association if it is deemed necessary to employ a consultant by the Executive Board.

ARTICLE XIV
AMENDMENTS TO DECLARATION

Section 14.1 - General. The Declarant and all Unit Owners agree that, notwithstanding anything to the contrary contained herein, in the event that the Common Interest Community does not comply with the requirements of Federal National Mortgage Association (FNMA), Housing and Urban Development (HUD), Veterans Administration (VA), or Alaska Housing Finance Corporation (AHFC) (collectively the “**Financing Agencies**”), pertaining to the qualifications for insuring and purchasing mortgages on Units, the Declarant, shall have the power, on behalf of the Association and each and every Unit Owner, to enter into any agreement with such Financing Agencies or other governmental agency regulating the Unit loans or mortgages, or the mortgagees and/or to pass such amendments required by such entities as attorney-in-fact for the Unit Owners to the Documents to allow the Common Interest Community to comply with such requirements. This includes, but is not limited to, making amendments to the Declaration and Bylaws to effectuate the purposes of this Section, so long as such amendment does not adversely affect the security interest of any mortgagee. The Declarant shall have discretion regarding the entering of such agreements or passing such amendments and may decline to so act if it feels the amendment or agreement would not be in the interest of the Association.

Except as set forth above and except in cases of amendments that may be executed by the Association under Section 34.08.740 (Eminent Domain) of the Act, or by certain Unit Owners under **Article XIII** (Relocation of Boundaries between adjoining Units) of the Declaration and Section 34.08.260 (Termination of Common Interest Community) of the Act, and except as limited by **Article XVII** (Mortgagee Protection) of the Declaration, the Declaration, including the Plat, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

Material Amendments or Extraordinary Actions, as defined below, are subject to the notice provisions contained in **subparagraph c** below:

- a. A **Material Amendment** shall mean an amendment which adds, deletes, or modifies any provision of the Declaration regarding the items set forth in the list below. Material Amendments shall also mean any matter identified as a material amendment by the secondary lending agencies, including the Financing Agencies.



- i. Assessment basis or assessment liens;
 - ii. Any method of imposing or determining any charges to be levied against individual Unit Owners;
 - iii. Reserves for Maintenance, Repair, or Replacement of Common Element Improvements;
 - iv. Maintenance obligations;
 - v. Allocation of rights to use Common Elements;
 - vi. Any scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of Improvements on Units;
 - vii. Reduction of insurance requirements;
 - viii. Restoration or repair of Common Element Improvements;
 - ix. The addition, annexation, or withdrawal of land to or from the project;
 - x. Voting rights;
 - xi. Restrictions affecting leasing or sale of a Unit; or
 - xii. Any provision which is for the express benefit of mortgagees.
- b. An **Extraordinary Action** shall mean any of the actions set forth in the list below. Extraordinary Actions shall also mean any matter identified as an extraordinary action by the secondary lending agencies, including the Financing Agencies or any other national major secondary financing agency:
- i. Merging or consolidating the Association (other than with another non-profit entity formed for purposes similar to the subject Association);
 - ii. Determining not to require professional management if that management has been required by the Association documents, a majority of Eligible Mortgagees or a majority vote of the members;
 - iii. Expanding the Association to include land not previously described as additional land which increases the overall land area of the project or number of Units by more than ten percent (10%);



- iv. Abandoning, partitioning, encumbering, mortgaging, conveying, selling or otherwise transferring or relocating the boundaries of Common Elements (except for: (i) granting easements which are not inconsistent with or which do not interfere with the intended Common Element use; (ii) dedicating Common Element as required by a public authority; (iii) limited boundary-line adjustments made in accordance with the provisions of the Declaration; or (iv) transferring Common Element pursuant to a merger or consolidation with a non-profit entity formed for purposes similar to the subject Association);
 - v. Using insurance proceeds for purposes other than construction or repair of the insured Improvements; or
 - vi. Making capital expenditures (other than for repair or replacement of existing Improvements) during any period of twelve (12) consecutive months costing more than twenty percent (20%) of the annual operating budget.
- c. Notice of meetings of Unit Owners regarding Material Amendments or Extraordinary Actions shall be in accordance with the terms set forth below:
- i. at least twenty-five (25) days' advance notice to all members is required (*at least ten (10) days' notice is required in the case of a meeting for other purposes*);
 - ii. the notice states the purpose of the meeting and contains a summary of any Material Amendments or Extraordinary Actions proposed; and
 - iii. the notice contains a copy of the proxy that can be cast in lieu of attendance at the meeting.
- d. The following Material Amendments and Extraordinary Actions must be approved by members entitled to cast at least sixty-seven percent (67%) of the total authorized votes of all members of the Association, **including at least a majority of the total authorized votes entitled to be cast by members other than the Declarant:**
- i. Dissolution of the Association except pursuant to a consolidation or merger.
- e. During the period of Declarant Control all Material Amendments and Extraordinary Actions must have the approval of VA, if VA has guaranteed any loans secured by Units in the Project.



Section 14.2 - Limitation of Challenges. An action to challenge the validity of an amendment adopted by the Association pursuant to this Article may not be brought more than one (1) year after the amendment is recorded.

Section 14.3 - Recordation of Amendments. Each amendment to the Declaration must be recorded and the amendment is effective only upon recording. An amendment, except an amendment pursuant to **Article XIII** of the Declaration, must be indexed in the grantee's index in the name of the Common Interest Community and the Association and in the name of the parties executing the amendment.

Section 14.4 - Execution of Amendments. An amendment to the Declaration required by the Act to be recorded by the Association, which have been adopted in accordance with the Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 14.5 - Special Declarant Rights. Provisions in the Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 14.6 - Consent of Holders of Security Interests. Amendments are subject to the consent requirements of **Article XVII**.

ARTICLE XV **AMENDMENTS TO BYLAWS**

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

ARTICLE XVI **TERMINATION**

Termination of the Common Interest Community may be accomplished only in accordance with Section 34.08.260 of the Alaska Statutes as it may be amended from time to time.

ARTICLE XVII **MORTGAGEE PROTECTION**

Section 17.1 - Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers, and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall control.

Section 17.2 - Percentage of Eligible Mortgagees. Wherever in the Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or



consent of Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage of votes in the Association when compared to the total allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

Section 17.3 - Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

- a. Any condemnation loss or any casualty loss per the requirements set forth below:
 - i. *With respect to loans issued by the Federal National Mortgage Association (FNMA):* Timely written notice of any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage shall be provided to the Eligible Mortgagee and guarantor of the mortgage of the Unit for FNMA issued loans.
 - ii. *With respect to loans issued by the Veteran's Administration (VA):* Eligible Mortgagees shall receive notice of any property loss, condemnation or eminent domain proceeding affecting the Common Elements resulting in losses greater than ten percent (10%) of the annual budget or any Unit insured by the Association in which the mortgagee has an interest for VA issued loans.
 - a. *With respect to loans issued by the Alaska Housing Finance Corporation (AHFC):* Eligible Mortgagees shall receive timely written notice of any condemnation or casualty of ten thousand dollars (\$10,000.00) or more to the Project or to a Unit securing its mortgage, for AHFC issued loans, or any loss to, or taking of, the Common Elements if such loss or taking exceeds ten thousand dollars (\$10,000.00).
 - iv. *With respect to loans issued by the Housing and Urban Development (HUD):* Eligible Mortgagees shall receive notice as required by existing HUD rules and regulations.
- b. Any delinquency in the payment of Common Expense assessments owed by a Unit Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days;
- c. Any default in the performance by the individual Unit borrower of any obligation under the condominium constituent documents which is not cured within sixty (60) days;
- d. Any lapse, cancellation, or material modification of any insurance policy or fidelity insurance maintained by the Association;



- e. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in **Section 17.4**; and
- f. Any judgment rendered against the Association.

Section 17.4 - Consent Required.

- a. Document Changes. Notwithstanding any lower requirement permitted by the Declaration or the Act, no amendment of any material provision of the Documents by the Association or Unit Owners described in this **Section 17.4.a** may be effective without the vote of at least sixty-seven percent (67%) of the Unit Owners (or any greater Unit Owner vote required in the Declaration or the Act) and until approved by at least fifty-one percent (51%) of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by the Declaration). Material includes, but is not limited to, any provision affecting:
 - i. Assessments, assessment liens, or subordination of assessment liens;
 - ii. Voting rights;
 - iii. Reserves for Maintenance, Repair, and Replacement of Common Elements;
 - iv. Responsibility for Maintenance, Repair and Replacement;
 - v. Reallocation of interests in the Common Elements or Limited Common Elements, including any change in the pro rata interest or obligations of any Unit Owner for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees holding Security Interests in such Units must approve such action;
 - vi. Rights to use Common Elements and Limited Common Elements;
 - vii. Boundaries of Units except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding Security Interests in such Unit or Units must approve such action;
 - viii. Convertibility of Units into Common Elements or Common Elements into Units;
 - ix. Abandonment, partition, subdivision, expansion, or contraction of the Common Interest Community, or the addition, annexation, partition,



subdivision, or withdrawal of property to or from the Common Interest Community;

- x. Insurance and fidelity insurance, including the use of hazard insurance proceeds for losses to any property in the Common Interest Community for other than the repair, replacement, or reconstruction of such property except as provided by AS 34.08.440(h);
- xi. Leasing of Units;
- xii. Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- xiii. Rights of the majority of the Eligible Mortgagees to demand professional management; or establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
- xiv. Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than that specified in the Documents;
- xv. Termination of the Common Interest Community for reasons other than the substantial destruction or condemnation. In cases of termination for substantial destruction or condemnation, sixty-seven percent (67%) Eligible Mortgagee approval is required; and
- xvi. The benefits of mortgage holders, insurers, or guarantors.

b. Actions. Notwithstanding any lower requirement permitted by the Declaration or the Act, the Association may not take any of the following actions other than rights reserved to the Declarant as Special Declarant Rights without the approval of at least fifty-one percent (51%) of the Eligible Mortgagees:

- i. Convey or encumber the Common Elements or any portion thereof. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Common Interest Community will not be deemed a transfer within the meaning of this clause;
- ii. Change the provisions governing the rights of the majority of the Eligible Mortgagees to demand professional management; or the establishment of self-management when professional management had been required previously by any Eligible Mortgagee;



- iii. The restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Documents;
 - iv. The termination of the Common Interest Community for reasons other than the substantial destruction or condemnation. In cases of termination for substantial destruction or condemnation, sixty-seven percent (67%) Eligible Mortgagee approval is required;
 - v. The alteration of any partition or creation of any aperture between adjoining Units (when Unit boundaries are not otherwise being affected), in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;
 - vi. The merger of this Common Interest Community with any other common interest community;
 - vii. The assignment of the future income of the Association, including its right to receive Common Expense assessments; and
 - viii. Any action taken not to repair or replace the Property.
- c. Collection of Common Expenses. The Association may not change the period for collection of regularly budgeted Common Expense assessments to other than monthly without the consent of all Eligible Mortgagees.
- d. Notice. The failure of an Eligible Mortgagee to respond within sixty (60) days to any written request of the Association for approval of an amendment to the Documents shall constitute *implied approval*, PROVIDED that the notice was delivered by certified or registered mail, with return receipt requested.

Section 17.5 - Inspection of Books. The Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the books and records of the Association during normal business hours.

Section 17.6 - Financial Statements. The Association shall provide any Eligible Mortgagee or Eligible Insurer which submits a written request, with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer shall bear the cost of the audit.

Section 17.7 - Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law, or in equity.



Section 17.8 - Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

Section 17.9 - Appointment of Trustee. In the event of Damage or Destruction under **Article XXII** or condemnation of all or a portion of the community, any Eligible Mortgagee may require that such proceeds be payable to a Trustee established pursuant to **Section 1.31**. Such Trustee may be required to be a corporate trustee licensed by the State of Alaska. Proceeds will thereafter be distributed pursuant to **Article XXII** or pursuant to a condemnation award. Unless otherwise required, the members of the Executive Board acting by majority vote through the president may act as Trustee.

ARTICLE XVIII **ASSESSMENT AND COLLECTION OF COMMON EXPENSES**

Section 18.1 - Apportionment of Common Expenses. Except as provided in **Section 18.2**, all Common Expenses shall be assessed against all Units in accordance with their percentage Allocated Interest in the Common Expenses as shown on **Schedule A-2** to the Declaration.

Section 18.2 - Common Expenses Attributable to Fewer Than All Units.

- a. If any Limited Common Element is assigned to more than one (1) Unit, the Common Expenses attributable to the Limited Common Element that are the separate responsibility of those Unit Owners shall be assessed equally among the Units to which it is assigned.
- b. Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.
- c. Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.
- d. An assessment to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was entered, in proportion to their Common Expense liabilities.
- e. Notwithstanding the provisions of **Section 22.2** of the Declaration, if damage to Units or Common Elements is caused by the willful misconduct, failure to comply with the Documents, or the negligence of a Unit Owner, or tenant, guest or invitee of a Unit Owner or tenant, and that damage results in a Common Expense, the Association may, after Notice and Hearing, assess exclusively against the Unit Owner's Unit, the portion of that Common Expense in excess of insurance proceeds received by the Association under its insurance policy, whether the portion results from the application of a deductible or otherwise.



- f. If Common Expense is caused by the misconduct of a Unit Owner, the Association may assess that expense exclusively against the Unit.
- g. Fees, charges, late charges, fines, collection costs, and interest charged against a Unit Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments.

Section 18.3 - Lien.

- a. The Association has a lien on a Unit for an assessment levied against the Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged pursuant to the Act and the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- b. A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) a lien and encumbrances recorded before the recordation of the Declaration; (2) a first Security Interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments charges against the Unit. A lien under this Section is also prior to all Security Interests described in **Subsection 2** of this Section if the Common Expense assessments based on the periodic budget adopted by the Association pursuant to **Section 18.4** of this Article which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest described in **Subsection 2** of this Section. This Subsection does not affect the priority of mechanics' or material men's liens, or the priority of a lien for other assessments made by the Association. A lien under this Section is not subject to the provision of AS 09.38.010.
- c. Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required.
- d. A lien for an unpaid assessment is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessment becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- e. This Section does not prohibit an action to recover sums for which **Section 18.3.a** creates a lien or prohibit an Association from taking a deed in lieu of foreclosure.



- f. A judgment or decree in any action brought under this Section shall include costs and reasonable attorneys' fees for the prevailing party.
- g. A judgment or decree in an action brought under this Section is enforceable by execution under AS 09.35.010.
- h. The Association's lien must be foreclosed as a lien is foreclosed under AS 34.35.005.
- i. In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to **Section 18.5** of the Declaration.
- j. The purchaser at a foreclosure sale initiated by the holder of a Security Interest in a Lot is not liable for any unpaid assessments against the Lot which became due before the sale, other than the assessments which are prior to that Security Interest under **Section 18.3.b**, above. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses for which all Lot Owners, excluding the purchaser at the foreclosure sale, may be assessed. For the purposes of this Section, "the purchaser" shall include, but not be limited to, any holder of a Security Interest in a Lot which obtains title to a Lot.
- k. Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

Section 18.4 - Budget Adoption and Ratification. Within thirty (30) days after adoption of a proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget to each Unit Owner, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Unit Owners continues until the Unit Owners ratify a budget proposed by the Executive Board.

Section 18.5 - Ratification of Non-Budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in **Section 18.2** of the Declaration, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Executive Board shall submit such Common Expense to the Unit Owners for ratification in the same manner as a budget under **Section 18.4**.



Section 18.6 - Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Unit Owner a statement in recordable form setting out the amount of unpaid assessments against the Unit. The statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and each Unit Owner.

Section 18.7 - Monthly Payment of Common Expenses. Common Expenses assessed under **Sections 18.1 and 18.2** shall be due and payable on the first of each month.

Section 18.8 - Acceleration of Common Expense Assessments. In the event of default for a period of thirty (30) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 18.9 - Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first (1st) day of the month following the month in which conveyance of the first (1st) Unit to a Unit Owner other than the Declarant occurs.

Section 18.10 - No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 18.11 - Personal Liability of Unit Owners. The Unit Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

Section 18.12 - Capitalization of the Association. At the closing of a Unit, each Unit Owner shall be required to pay an amount equal to two (2) months of the Common Expense assessment, at the rate in effect at the time of the sale, in order to establish the *working capital fund*, which is to be used until there are sufficient funds from the Common Expense assessments to cover all on-going operating expenses. Such payment to this fund shall not be considered *advance payments* of the Common Expense assessments. Each Unit's share is collected at the time the sale of the Unit is closed, and then transferred to the Association for deposit to a segregated fund. Within sixty (60) days after conveyance of the first Unit from Declarant to a Unit Owner, the Declarant shall pay each unsold Unit's share of the working capital fund to the Association. Declarant shall be reimbursed for this payment from the funds collected at closing when the unsold Units are sold. The working capital fund may be discontinued when the following occurs: (1) the Declarant has completed its transfer of control to the Association; and (2) the Association has demonstrated, at a minimum, a two (2) year history of financial viability to include the establishment of adequate reserves.



ARTICLE XIX
RIGHT TO ASSIGN FUTURE INCOME

The Association may assign its future income, including its right to receive Common Expense assessments, only by the affirmative vote of Unit Owners of Units to which at least fifty-one percent (51%) of the votes in the Association are allocated, at a meeting called for that purpose.

ARTICLE XX
PERSONS AND UNITS SUBJECT TO DOCUMENTS

Section 20.1 - Compliance with Documents. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions recorded in the records of the Anchorage Recording District of the Third Judicial District are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

Section 20.2 - Adoption of Rules. The Executive Board may adopt Rules regarding the use of the Common Elements, and the use and occupancy of Lots. Further, the Executive Board may adopt Rules consistent with the Declaration for the assessment of fines against Lot Owners for any violation or action of a Lot Owner of the provisions of the Declaration, Bylaws, Rules or regulations of the Association.

ARTICLE XXI
INSURANCE

Section 21.1 - Coverage. To the extent reasonably available, the Association shall obtain and maintain insurance coverage as set forth in this **Article XXI**. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

Section 21.2 - Property Insurance.

a. *Coverage.* Property insurance will cover:

- i. The project facilities (which term means all buildings on the Property, including the Units and all fixtures, equipment, and improvements), but excluding betterments and improvements installed by a Unit Owner, and excluding land, excavations, foundations, underground pilings, piers, pipes, flues and drains, and other items normally excluded from property policies; and



- ii. All personal property owned by the Association.
- b. *Amounts.* Property insurance shall be for the following amounts:
 - i. The project facilities for an amount (after application of any deductibles) equal to one hundred percent (100%) of their actual cash value, but not less than their insurable replacement cost, at the time the insurance is purchased and at each renewal date.
 - ii. Personal property owned by the Association for an amount equal to its actual cash value.

The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a common expense.

- c. *Risks Insured Against.* The insurance shall afford a "Special Form" policy insuring all risks of direct physical losses commonly insured against, and such other perils as the Executive Board deems it appropriate to cover.
- d. *Other Provisions.* Insurance policies required by this Section shall provide that:
 - i. The insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of a Unit Owner.
 - ii. An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition of recovery under the policy.
 - iii. If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance.
 - iv. Loss must be adjusted with the Association.
 - v. Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and in the absence of such designation to the Association, in either case to be held in trust for each Unit Owner and such Unit Owner's mortgagee.
 - vi. The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association and each of a Security Interest to whom a certificate of



memorandum of insurance has been issued, at their respective last known addresses.

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

"SILVER FOX CROSSING OWNERS ASSOCIATION, INC., for the use and benefit of the individual Owners."

- e. *Building Ordinance or Law Insurance Coverage.* To the extent it is reasonably available, Building Ordinance or Law Insurance coverage shall be maintained, covering the costs attributable to the enforcement of any building, zoning, or land use law resulting in loss or damage, increased costs of repairs or reconstruction, or additional demolition and removal costs. The coverage must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction.
- f. *Inflation Guard Endorsement.* To the extent it is reasonably available, the Association's property insurance shall include an Inflation Guard Endorsement.
- g. *Steam Boiler and Machinery Coverage Endorsement.* The Association shall include a Steam Boiler and Machinery Coverage Endorsement, if the project has central heating or cooling. This endorsement should provide for the insurer's minimum liability per accident to at least equal the lesser of two million dollars (\$2,000,000.00) or the insurable value of the building housing the boiler or machinery. In lieu of obtaining this as an endorsement to the commercial package policy, the project may purchase separate standalone boiler and machinery coverage.

Section 21.3 - Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than one million dollars (\$1,000,000.00), covering all occurrences commonly insured against for death, bodily injury and property damage arising out of in connection with the use, ownership or maintenance of the Common Elements and the activities of the Association.

- a. *Other Provisions.* Insurance policies carried pursuant to this Section shall provide that:
 - i. Each Unit Owner is an insured Person under the policy with respect to liability arising out of interest of the Unit Owner in the Common Elements or membership in the Association.
 - ii. The insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of a Unit Owner.



- iii. An act of omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy.
- iv. If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance.
- v. The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known addresses.

Section 21.4 - Fidelity Insurance. A blanket fidelity insurance policy shall be obtained for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The policy shall name the Association as the insured and shall cover the maximum funds that will be in the custody of the Association or the Manager at any time while the policy is in force and in no event less than the sum of three (3) months' assessments plus reserve funds. The policy shall provide that the insurer may not cancel or refuse to renew the policy until (60) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner, each holder of a Security Interest in a Unit, and the insurance trustee, if any, at their respective last known addresses.

Section 21.5 - Workers' Compensation Insurance. The Association shall obtain and maintain a workers' compensation insurance as necessary to meet the requirements of the laws of the State of Alaska.

Section 21.6 - Directors' and Officers' Liability Insurance. The Association shall obtain and maintain Directors' and Officers' Liability insurance, if reasonably available, covering all of the Directors and officers of the Association in such limits as the Executive may, from time to time, determine.

Section 21.7 - Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 21.8 - Premiums. Insurance premiums shall be a Common Expense.

Section 21.9 - Deductibles. The maximum deductible for insurance policies shall be in an amount that satisfies the requirements of the Financing Agencies as are typically used to finance condominium purchases.

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Section 21.10 – Unit Owner Policies.

- a. Each Unit Owner shall obtain and maintain in effect, at their own expense, a condominium unit owner's insurance policy (namely form type HO-6 as established by Insurance Services Office, Inc., or its equivalent) that includes, at a minimum, coverage for betterments and improvements to the Unit installed by a Unit Owner, personal property coverage, liability coverage, loss assessment coverage, and coverage for assessments to reimburse the Association for costs in excess of insurance proceeds. All such Unit Owner's policies shall, if permitted by the insurer, contain waivers for subrogation in favor of the Association.
- b. No Unit Owner shall maintain such insurance coverage which would decrease the amount which the Association may realize under any insurance policy maintained by the Association, or to cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by a Unit Owner.
- c. Proof of insurance required to be carried under this **Section 21.10** shall be provided to the Executive Board at any time upon request. However, neither the Association nor its officers, directors or managers have any obligation to monitor whether a Unit Owner has procured such personal insurance coverage.

ARTICLE XXII

DAMAGE TO OR DESTRUCTION OF PROPERTY

Section 22.1 - Duty to Restore. A portion of the Common Interest Community for which insurance is required under Section 34.08.440 of the Act or for which insurance carried by the Association is in effect, whichever is more extensive, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- a. The Common Interest Community is terminated;
- b. Repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety; or
- c. Eighty percent (80%) of the Unit Owners, including each owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

Section 22.2 – Cost of Restoration. Repair or replacement costs in excess of insurance proceeds, whether resulting from the application of a deductible or otherwise, or repair or replacement costs not covered by insurance maintained by the Association, shall be a Common Expense assessed against all Units, in accordance with **Section 18.1** of the Declaration.

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Section 22.3 - Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a majority of Unit Owners and fifty-one percent (51%) of Eligible Mortgagees.

Section 22.4 - Replacement of Less Than Entire Property.

- a. The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community.
- b. Except to the extent that other persons will be distributees:
 - i. the insurance proceeds attributable to a Unit and Limited Common Elements that is not rebuilt must be distributed to the owner of the Unit and the owner of the Unit to which the Limited Common Elements were allocated, or to lien holders, as their interests may appear; and
 - ii. the remainder of the proceeds must be distributed to each Unit Owner or lien holder, as their interests may appear, in proportion to the Common Element interests of all the Units.
- c. If the Unit Owners vote not to rebuild a Unit, the Allocated Interests of the Unit are reallocated upon the vote as if the Unit had been condemned under Subsection 34.08.740(a) of the Act, and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

Section 22.5 - Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Executive Board of the Association, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of **Section 22.1.a** through **Section 22.1.c**, the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Common Interest Community is terminated.

Section 22.6 - Certificates by the Executive Board. The Trustee, if any, may rely on the following certifications in writing made by the Executive Board:

- a. Whether or not damaged or destroyed Property is to be repaired or restored;
- b. The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.



Section 22.7 - Title Insurance Policies. If payments are to be made to Unit Owners or mortgagees, the Executive Board, and the Trustee, if any, shall obtain and may rely on a title insurance policy based on a search of the records of the Anchorage Recording District of the Third Judicial District from the date of the recording of the original Declaration stating the names of the Unit Owners and the lienholders.

ARTICLE XXIII
RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

Section 23.1 - Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the Documents require that an action be taken after “Notice and Comment”, and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and **shall be delivered personally or by mail** to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than ten (10) days before the proposed action is to be taken. It shall invite comment to the Executive Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 23.2 - Right to Notice and Hearing. Whenever the Documents require that an action be taken after “Notice and Hearing”, the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the Manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. Notice of the proposed action shall be given to each Unit Owner in writing and **shall be delivered personally or by mail** to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 23.3 - Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of Persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

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Section 23.4 - Mediation and Arbitration

- a. *Mediation Clause.* No Unit Owner shall commence an arbitration proceeding under the provisions of **Section 23.4.b** below unless such Unit Owner shall first give a written notice (a “**Dispute Notice**”) to the Association stating the nature of the dispute. The parties shall attempt in good faith to resolve the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association in effect on the date of this Agreement. If the dispute has not been resolved by mediation as provided above within sixty (60) days after the delivery of the Dispute Notice, the dispute shall be determined by arbitration in accordance with the provisions of **Section 23.4.b**.

- b. *Arbitration Clause.* Any controversy, claim, or dispute of whatever nature arising between Unit Owners or between Unit Owners and the Association, including but not limited to those arising out of or relating to the Declaration and associated documents or the construction, interpretation, performance, breach, termination, enforceability or validity of the Declaration, whether such claim existed before or arises on or after the date of the Declaration, including the determination of the scope of the Declaration to arbitrate, that is not settled through mediation as provided in **Section 23.4.a** above shall be determined by arbitration, by one (1) arbitrator in Anchorage, governed and administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction. The arbitrators shall award the prevailing party reasonable expenses and costs including reasonable attorneys' fees plus interest on the amount due at the legal rate provided in AS 45.45.010(a). The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled reasonable expenses and costs including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

ARTICLE XXIV
EXECUTIVE BOARD

Section 24.1 - Minutes of Executive Board Meetings. The Executive Board shall permit any Unit Owner to inspect the minutes of Executive Board meetings during normal business hours. The minutes shall be available for inspection within fifteen (15) days after any such meeting.

Section 24.2 - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, the Bylaws, or the Act. The Executive Board shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community which shall include, but not be limited to, the following:

- a. Adopt and amend Bylaws, Rules and regulations;



- b. Adopt and amend budgets for revenues, expenditures, and reserves;
- c. Collect assessments for Common Expenses from Unit Owners;
- d. Hire and discharge managing agents;
- e. Hire and discharge employees and agents, other than managing agents, and independent contractors;
- f. Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Association's Declaration, Bylaws or Rules in the Association's name on behalf of the Association or two (2) or more Unit Owners on matters affecting the Common Interest Community;
- g. Make contracts and incur liabilities;
- h. Regulate the use, Maintenance, Repair, Replacement, and modification of the Common Elements;
- i. Cause additional Improvements to be made as a part of the Common Elements;
- j. Acquire, hold, encumber, and convey in this Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 34.08.430 of the Act;
- k. Impose and receive a payment, fee, or charge for the use, rental, or operation of the Common Elements;
- l. Impose and receive a payment, fee, or charge for services provided to Unit Owners;
- m. Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy a reasonable fine for violations of the Declaration, Bylaws, Rules and regulations of the Association;
- n. Impose a reasonable charge for the preparation and recordation of amendments to the Declaration, resale certificates required by Section 34.08.590 of the Act or a statement of unpaid assessments;
- o. Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;
- p. Assign the Association's right to future income, including the right to receive Common Expense assessments;



- q. Exercise any other powers conferred by the Declaration or the Bylaws;
- r. Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;
- s. Exercise any other power necessary and proper for the governance and operation of the Association; and
- t. By resolution, establish committees of Directors, and Unit Owners, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice (unless such Unit Owner has been given notice of the proposed action under the provisions of **Article XXIII**, in which case that Article shall govern appeals), and such committee action must be ratified, modified, or rejected by the Executive Board at its next regular meeting.

Section 24.3 - Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend the Declaration, to terminate the Common Interest Community or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

ARTICLE XXV
EXECUTIVE BOARD MEETINGS

Section 25.1 - Access. All meetings of the Executive Board, at which action is to be taken by vote at such meeting will be open to the Unit Owners, except as hereafter provided.

Section 25.2 – Meetings and Notice of Meetings. Regular meetings may be set by a schedule appointed by resolution of the Executive Board and no further notice will be required. Special meetings of the Executive Board may be called by the President or by a Majority of the Directors on at least three (3) business days' notice to each member of the Executive Board. The notice will be hand-delivered, emailed or mailed and will state the time, place and purpose of the meeting.

Section 25.3 - Executive Sessions. Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Unit Owners where the action taken at the executive session involves personnel, pending litigation, contract negotiations, or enforcement actions, or where no action is taken at the executive session requiring the affirmative vote of Directors.



ARTICLE XXVI
CONDEMNATION

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

ARTICLE XXVII
MISCELLANEOUS

Section 27.1 - Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of the Documents nor the intent of any provision thereof.

Section 27.2 - Gender. The use of the masculine gender refers to the feminine and neutral genders and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so require.

Section 27.3 - Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 27.4 - Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability, or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

Section 27.5 - Conflict. The Documents are intended to comply with the requirements of the Act and Title 10, Chapter 20 of the Alaska Statutes (Non-Profit Corporation Law). In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between the Declaration and any other Document, the Declaration shall control.

Section 27.6 - Rights of Action. The Association and any aggrieved Unit Owner shall have a right of action against Unit Owners for failure to comply with the provisions of the Documents, or with decisions of the Association which are made pursuant to the Documents. Unit Owners shall also have such rights of action against the Association. In an action to enforce the provisions of the Declaration, the prevailing party shall be entitled to recover court costs, liquidated damages and actual attorney fees.

Section 27.7 - Association Not a Guarantor of Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Common Interest Community designed to make the Property safer than it otherwise might be.

NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR



DECLARANT, SHALL BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE COMMON INTEREST COMMUNITY, NOR SHALL THEY BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. EACH UNIT OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS AND UNIT OCCUPANTS THAT THE ASSOCIATION, ITS EXECUTIVE BOARD AND COMMITTEES, DECLARANT AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH PERSON USING THE COMMON INTEREST COMMUNITY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS RESULTING FROM ACTS OF THIRD PARTIES.

ARTICLE XXVIII
CHANGES IN LAW

Certain provisions of the Declaration and the Bylaws repeat exactly or substantially the same rule or outcome in a particular instance as that required by the Act. Certain provisions repeat the same rule which the Act would impose as a default rule if the Declaration or Bylaws were silent on that subject.

The Declarant anticipates the possibility that the Act will be amended from time to time to reflect contemporary thinking and experience regarding the structure and governance of common interest communities. The Declarant believes it is in the best interests of the members of the Common Interest Community that the Property always be governed in accordance with the most current provisions of the Act, subject to the right in any particular case of the Unit Owners and the Executive Board to vary outcomes by adopting a rule or amendment to the Declaration in the manner provided for such amendments.

Accordingly, this Section directs that, in the future and from time to time, in all instances where the Declaration or the Bylaws contain language that precisely or substantially tracks the Act on the date that the Declaration is recorded, the Declaration and the Bylaws shall be automatically amended in accordance with the amended cognate language of the Act which may be adopted by the State of Alaska, unless the particular language of the Declaration or Bylaws, either as initially adopted or as amended at any subsequent time by the Association, is substantially at variance with the amended text of the Act.

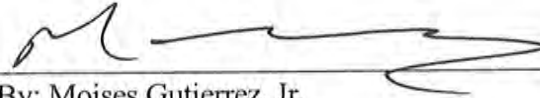
IN WITNESS WHEREOF, the Declarant has caused the Declaration to be executed this 9th day of August, 2021.

[AREA INTENTIONALLY LEFT BLANK – DECLARANT SIGNATURE & NOTARY ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]



DECLARANT:

BDMG VENTURES, LLC



By: Moises Gutierrez, Jr.
Its: Member

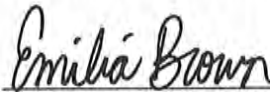
STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 9 day of August, 2021, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **MOISES GUTIERREZ, JR.**, to me known and known to me to be the **MEMBER** of **BDMG VENTURES, LLC**, and known to me to be the person who signed the foregoing instrument, on behalf of said limited liability company, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Executive Board.

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



Notary Public in and for Alaska

My Commission Expires: 06/05/24



SCHEDULE A-1
DESCRIPTION OF COMMON INTEREST COMMUNITY

PROPERTY IN THE COMMON INTEREST COMMUNITY

Lot 26, Block 1, *Thomas W. Sperstad Subdivision, #1*, according to the official plat thereof, filed under Plat No. P-248, records of the Anchorage recording District, Third Judicial District, State of Alaska.

**THE RECORDING DATA FOR RECORDED EASEMENTS & LICENSES
APPURTENANT TO OR INCLUDED IN
THE COMMON INTEREST COMMUNITY**

1. Reservations and exceptions as contained in the United States Patent and/or in Acts authorizing the issuance thereof.
2. Taxes and/or assessments, including penalties and interest, if any, owing the Municipality of Anchorage.
3. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., recorded on June 24, 1952 in Book 74 in Page 89, records of the Anchorage Recording District, Third Judicial District, State of Alaska.
4. COVENANTS and NOTES as shown on the Plat of said Subdivision.
5. EASEMENTS and SLOPE EASEMENTS, as shown on the Plat of said Subdivision.
6. Covenants, conditions, restrictions and/or by-laws, including terms and provisions thereof, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenant, condition or restrictions violate USC 3604 (c), and/or as submitted to the Horizontal Property Regimes Act and/or the Uniform Common Interest Ownership Act of the State of Alaska, and any amendments thereto, recorded on June 26, 1958 in Book 163 at Page 5, records of the Anchorage Recording District, Third Judicial District, State of Alaska.
7. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., recorded on August 24, 1965 in Miscellaneous Book 112 at Page 37, records of the Anchorage Recording District, Third Judicial District, State of Alaska.
8. Water Main Extension Agreement, including the terms and provisions thereof, recorded on September 16, 1996 as Serial No. 1996-045259-0, records of the Anchorage Recording District, Third Judicial District, State of Alaska.
9. Stormwater Facility Operation and Maintenance Agreement, including the terms and provisions thereof, granted to BDMG VENTURES, LLC, recorded on July 16, 2020 as Serial No. 2020-030590-0, records of the Anchorage Recording District, Third Judicial District, State of Alaska.



SCHEDULE A-2
TABLE OF INTERESTS

| <u>Unit No.</u> | Percentage Interest in the Common Elements and Percentage Share of Liability for the Common <u>Expenses</u> | Percentage Share of Common <u>Expenses</u> | Vote in the Affairs of the <u>Association</u> | <u>Limited Common Element Decks (D), Driveways (DW), Entryways (E), Yards (Y)</u> |
|-----------------|--|---|--|--|
| 1 | 16.67% | 16.67% | 1 | D-1;DW-1;E-1; Y-1 |
| 2 | 16.67% | 16.67% | 1 | D-2; DW-2; E-2; Y-2 |
| 3 | 16.67% | 16.67% | 1 | D-3; DW-3; E-3; Y-3 |
| 4 | 16.67% | 16.67% | 1 | D-4; DW-4; E-4; Y-4 |
| 5 | 16.67% | 16.67% | 1 | D-5; DW-5; E-5; Y-5 |
| 6 | 16.67% | 16.67% | 1 | D-6; DW-6; E-6; Y-6 |
| TOTALS: | 6 Units | 100% | 100% | 6 Units |

** Allocations are subject to rounding to result in one hundred percent (100%)*



SCHEDULE A-3
PLAT AND PLANS

Plat No. 2021 - 57

Plat Serial No. 2021 - 044195 - 0

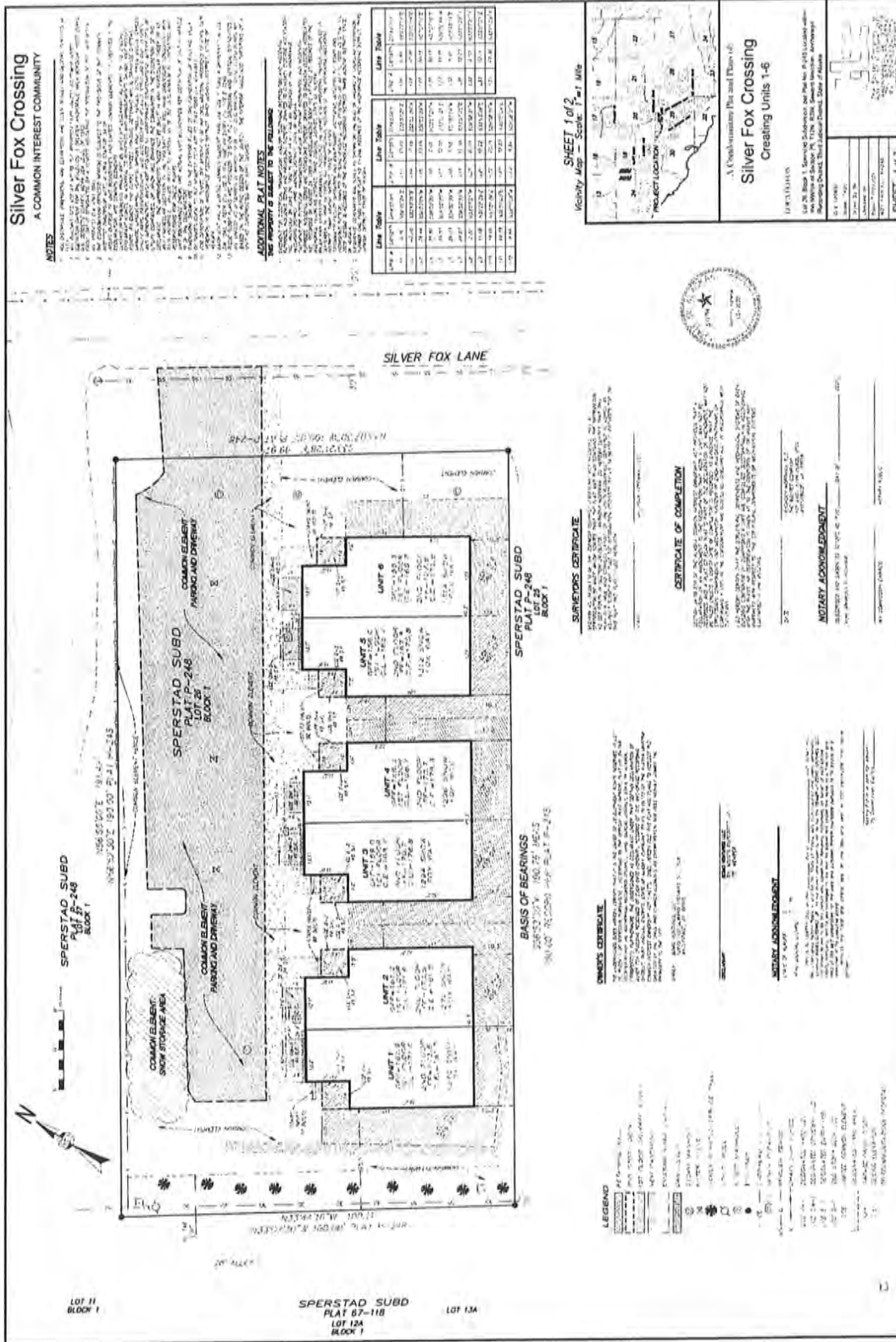
THE FOLLOWING PAGES SHOW THE PLAT AND PLANS PRIOR TO BEING RECORDED OF
EVEN DATE HEREWITH.

ANCHORAGE RECORDING DISTRICT

SILVER FOX CROSSING
Creating Units 1-6

**THE FOLLOWING PAGES ARE ENLARGEMENTS
OF THE PLAT AND PLANS PRIOR TO BEING RECORDED**





DECLARATION OF SILVER FOX CROSSING
G470704137368





MECHANICAL
ELECTRICAL

MECHANICAL
ELECTRICAL

LEFT ELEVATION
1" = 1'-0"

RIGHT ELEVATION
1" = 1'-0"

FRONT ELEVATION
1" = 1'-0"

Building Views
Not to scale
Note: Interior Wall Dimensions May Have Slight Variations

SHEET 2 of 2
Neighborhood Map - Scale: 1" = 1 Mile

A Cross-section Plan and Plan-4E
Silverfox Crossing
Creating Units 1-5

LAKATON
100 N. Wood St. Second Floor, Suite 201, Chicago, IL 60610
PH: 312.467.1234 FAX: 312.467.1235
www.lakatons.com

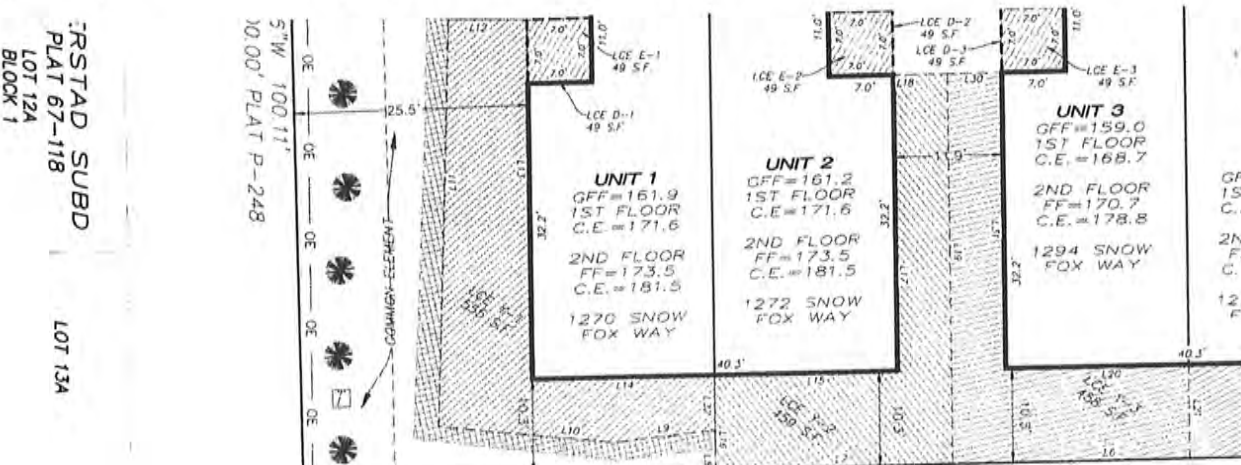
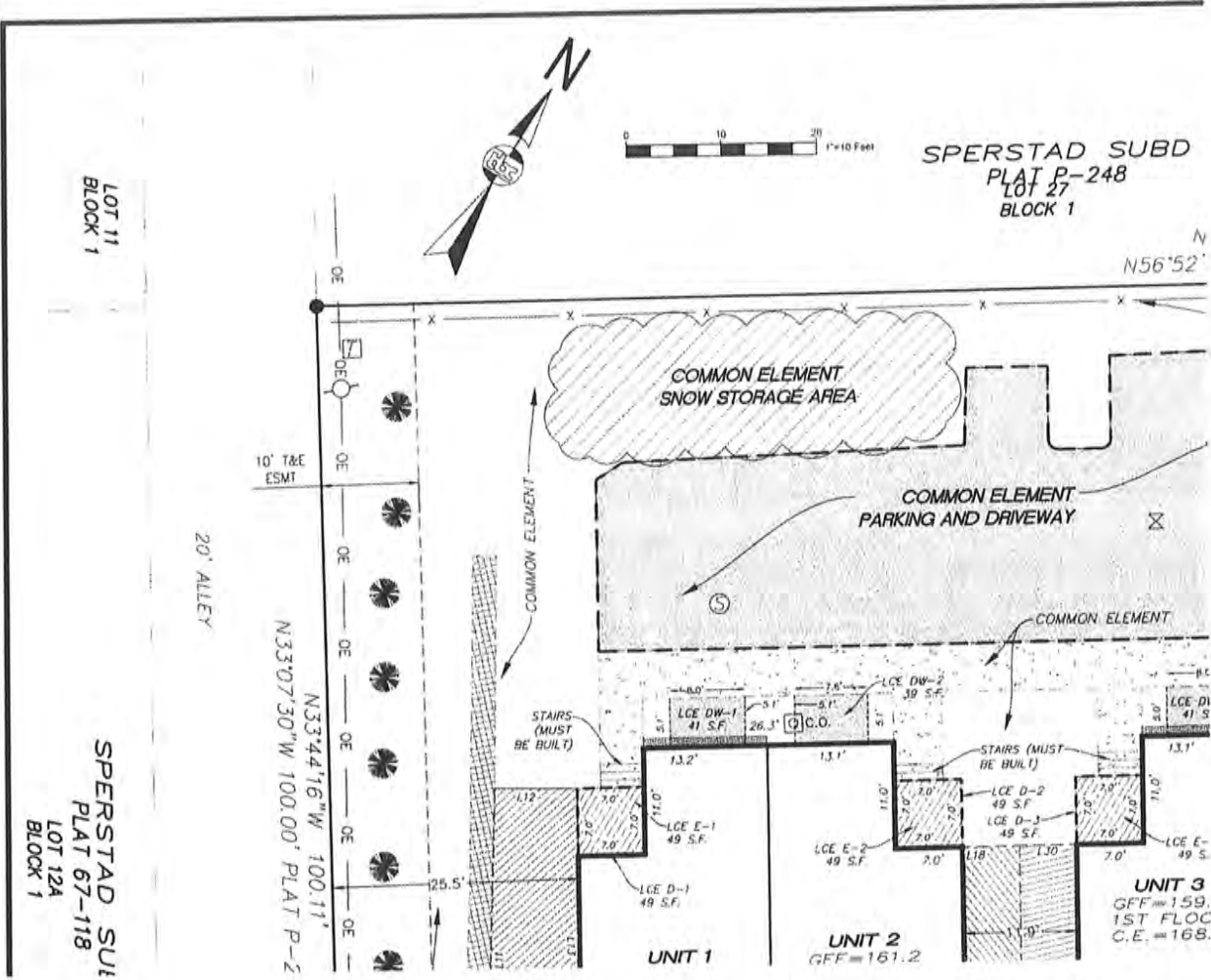
| | |
|-------------|-------------|
| Project No. | 100-100-100 |
| Sheet No. | 2 of 2 |
| Date | 10/10/10 |
| Author | J. Smith |
| Checker | M. Jones |
| Scale | 1" = 1'-0" |

SHEET 2 of 2



THE FOLLOWING PAGES ARE ENLARGEMENTS OF **PAGE 1** OF THE PLAT



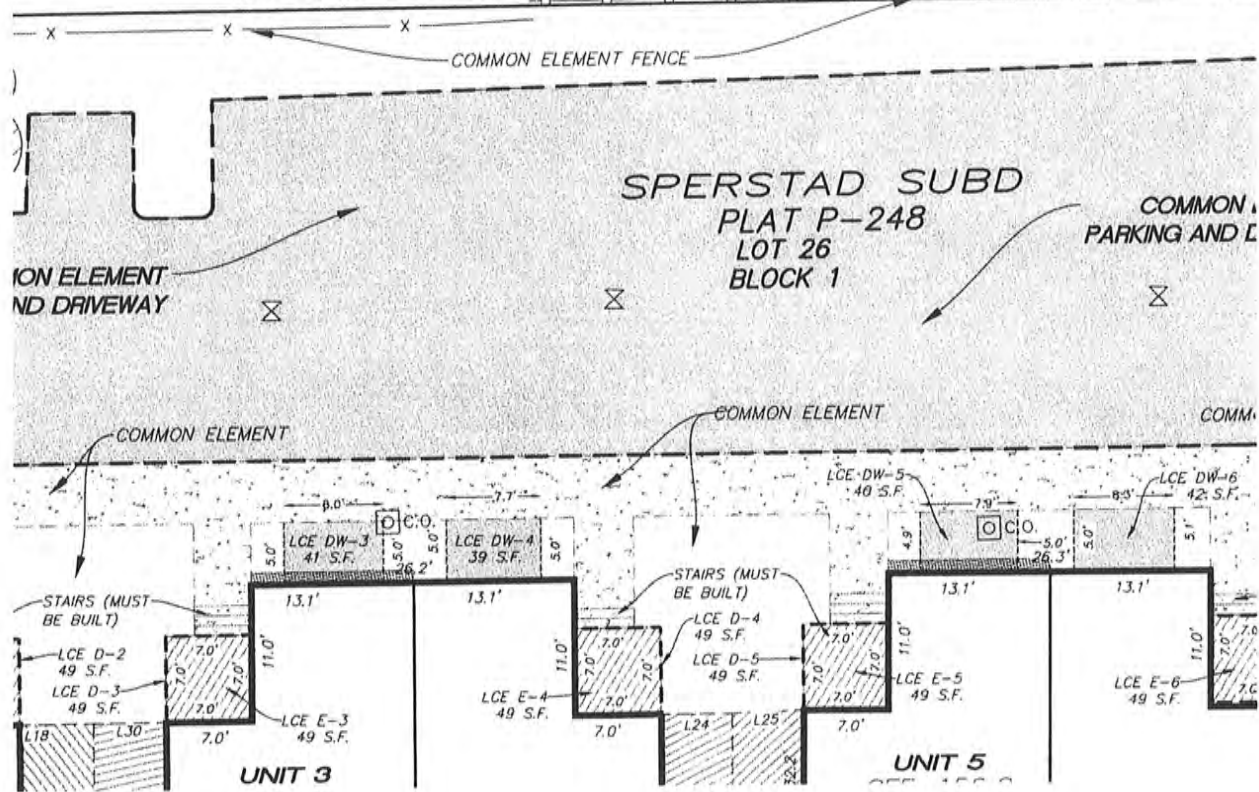


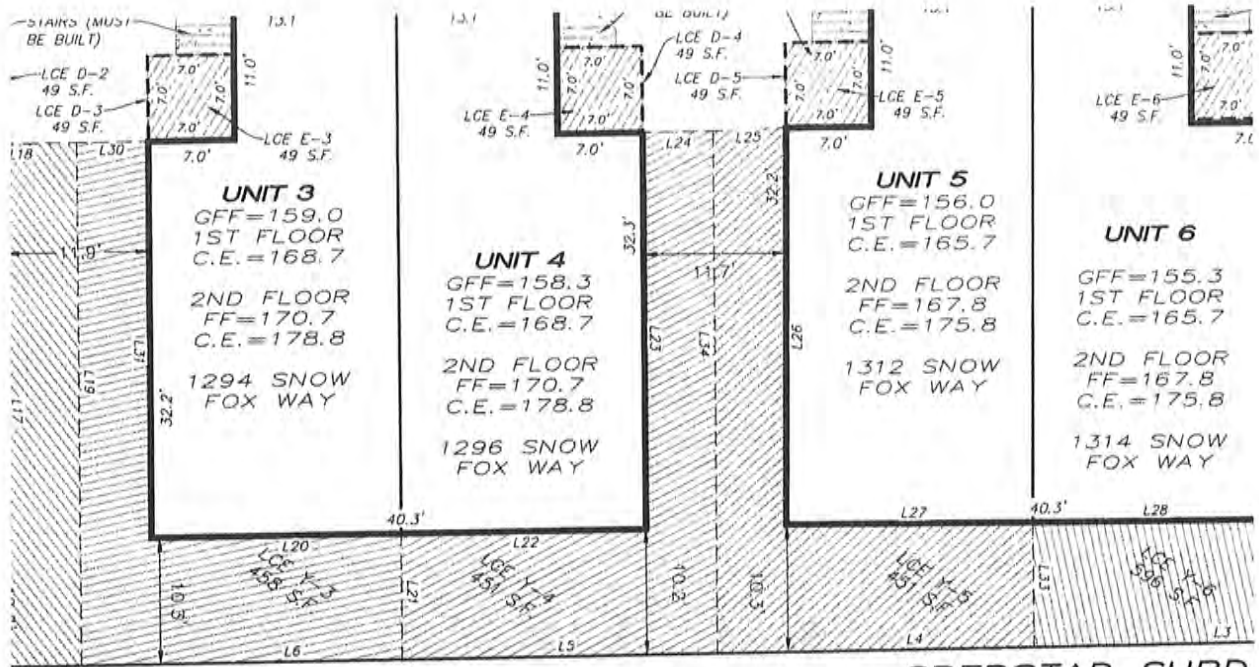
BASIS OF BEARINGS
556°52'30"W 190.76' MEAS
190.00' RECORD PER PLAT P-248



SPERSTAD SUBD
 PLAT P-248
 LOT 27
 BLOCK 1

N56°55'00"E 191.42'
 N56°52'30"E 190.00' PLAT P-248

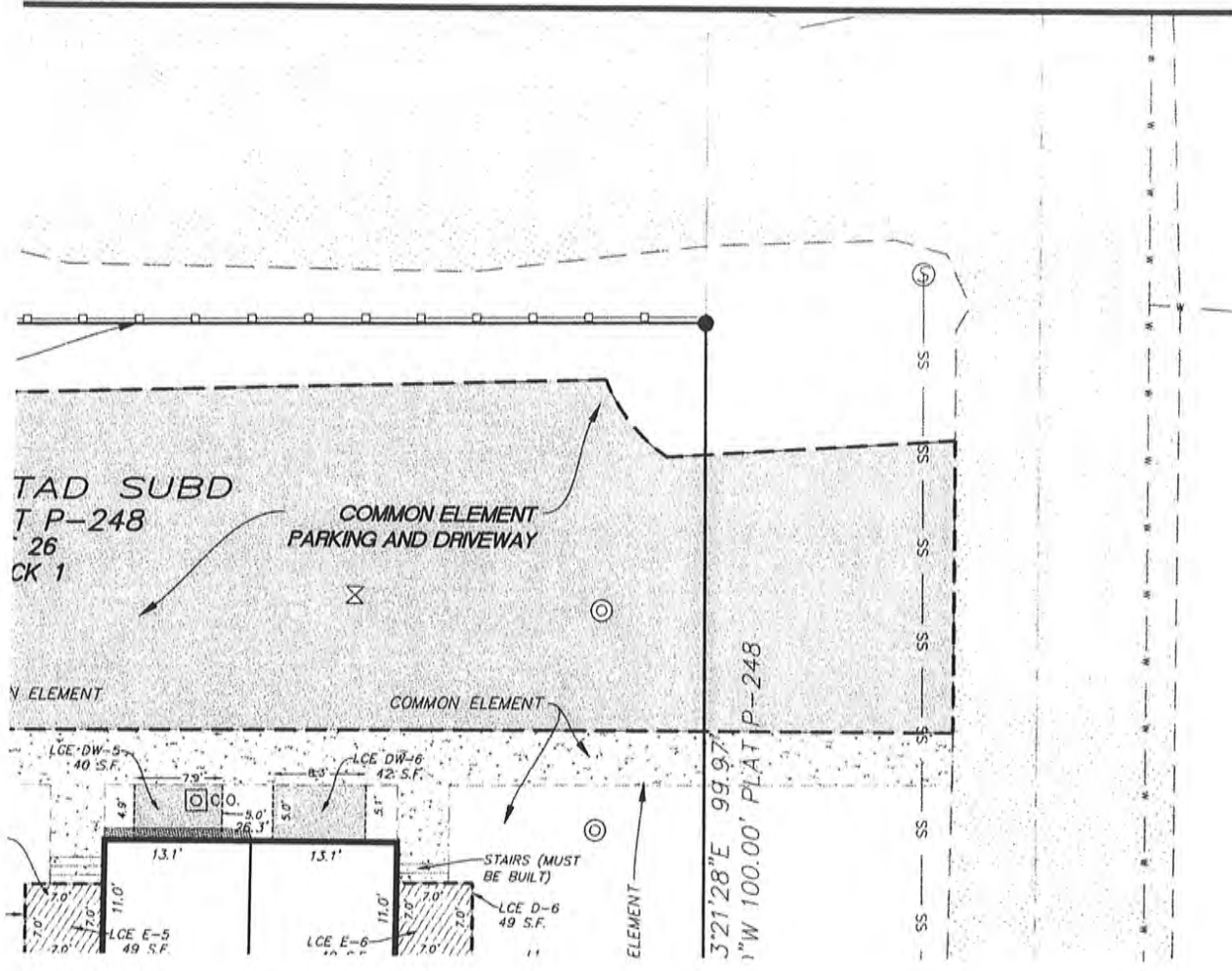









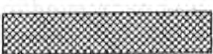






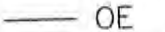




BASIS OF BEARINGS
 56°52'30"W 190.76' MEAS
 30' RECORD PER PLAT P-248

SPERSTAD SUBD
PLAT P-248
LOT 25
BLOCK 1





LEGEND

| | |
|--|-----------------------------|
|  | RETAINING WALL |
|  | 2ND STORY DECK |
|  | 1ST FLOOR COVERED ENTRY |
|  | NEW PAVEMENT |
|  | EXISTING ROAD SURFACE |
|  | CANTILEVER |
|  | STORM MANHOLE |
|  | WATER VALVE |
|  | NEWLY PLANTED SPRUCE TREE |
|  | UTILITY POLE |
|  | SEWER MANHOLE |
|  | 5/8" REBAR |
|  OE | OVERHEAD UTILITY LINE |
|  | C.O. SEWER CLEANOUT |
|  | WOODEN FENCE |
|  | CHAIN LINK FENCE |
| LCE Y-1 | DESIGNATED YARD LCE |
| LCE DW-1 | DESIGNATED DRIVEWAY LCE |
| LCE E-1 | DESIGNATED ENTRY LCE |
| LCE D-1 | 2ND STORY DECK LCE |
| LCE | LIMITED COMMON ELEMENT |
|  | DESIGNATED YARD AREA |
| GFF | GARAGE FINISH FLOOR |
| C.E. | CEILING ELEVATION |
| | TELECOMMUNICATIONS PEDESTAL |



SURVEYORS CERTIFICATE

SECTION AS 34.08.170 OF THE COMMON INTEREST OWNERSHIP ACT REQUIRES THAT A CERTIFICATION BE MADE WHICH STATES THAT THE PLAT AND PLAN CONTAINS THE INFORMATION AS SET FORTH IN SECTION 34.08.170. I, ANTHONY HOFFMAN, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT LAYOUT OF THE UNITS ACCURATELY SURVEYED TO DEPICT AN AS-BUILT SURVEY AND THAT THE INFORMATION REQUIRED BY AS 34.08.170 IS PROVIDED FOR ON THIS PLAT AND PLANS FILED HERewith.

DATE _____

ANTHONY HOFFMAN, PLS

CERTIFICATE OF COMPLETION

SECTION 34.08.090 OF THE ALASKA COMMON INTEREST OWNERSHIP ACT PROVIDES THAT A DECLARATION OR AN AMENDMENT TO THE DECLARATION THAT ADDS A UNIT, MAY NOT BE RECORDED AND A PLAT OR PLAN THAT IS PART OF THE DECLARATION OR AMENDMENT, MAY NOT BE FILED UNLESS A CERTIFICATE OF COMPLETION IS RECORDED AS EVIDENCE THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS OF EACH BUILDING CONTAINING OR COMPRISING A UNIT IN THE CONDOMINIUM ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS

I DO HEREBY CERTIFY THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS OF EACH BUILDING CONTAINING OR COMPRISING A UNIT ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS. NO CERTIFICATION IS GIVEN AS TO THE CONDITION OF, OR MAKING ANY WARRANTY WITH RESPECT TO, THE STRUCTURAL COMPONENTS OR MECHANICAL SYSTEMS CONTAINED IN THE BUILDING.

DATE _____

ANTHONY HOFFMAN, PLS
THE BOUTET COMPANY
601 EAST 57TH PLACE, #102
ANCHORAGE, AK. 99518



NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2021
FOR: ANTHONY P. HOFFMAN

MY COMMISSION EXPIRES _____

NOTARY PUBLIC



Silver Fox Crossing

A COMMON INTEREST COMMUNITY

NOTES

1. ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND DECIMAL PORTIONS OF FEET.
2. ALL BUILDING TIES ARE AT 90° TO THE PROPERTY LINES UNLESS OTHERWISE NOTED.
3. ELEVATION DATUM FOR THE BUILDINGS IS GREATER ANCHORAGE AREA BOROUGH, POST QUAKE, U.S. GEODETIC SURVEY, MEAN SEA LEVEL OF 1972.
4. EACH UNIT IS DESIGNATED BY A NUMBER INDICATING THE DESIGNATION OF THE UNIT WITHIN THE PROJECT (i.e. UNIT 10A).
5. THE CONDOMINIUM DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE "COMMON INTEREST OWNERSHIP ACT", ALASKA STATUTE 34.08.
6. AREAS OUTSIDE OF UNIT BOUNDARIES AND LIMITED COMMON ELEMENTS, AS SPECIFIED IN THE DECLARATION, ARE COMMON ELEMENTS.
7. CERTAIN IMPROVEMENTS WHICH MAY BE BUILT BY DECLARANT AS PART OF ITS SPECIAL DECLARANT RIGHTS, IN ADDITION TO BUILDINGS AND IMPROVEMENTS SHOWN, MAY INCLUDE ROADS, PAVEMENT AND CURBS, STREET LIGHTING, RETAINING WALLS, DRAINAGE SYSTEMS, GRADING, LANDSCAPING, PLANTS, SHRUBS AND TREES, FENCES, SIGNS, PIPES, DUCTS, CABLES, UTILITY WAYS, INFRASTRUCTURE, AND ACCESSORY OR RELATED STRUCTURES AND FIXTURES AND IMPROVEMENTS WHICH ARE REQUIRED BY APPROPRIATE GOVERNMENTAL AUTHORITIES, OR UTILITY COMPANIES, OR WHICH WILL ENHANCE THE COMMUNITY IN THE DISCRETION OF THE DECLARANT. THE IMPROVEMENTS "NEED NOT BE BUILT" IN ANY PARTICULAR ORDER OR AT ANY PARTICULAR LOCATION IN THE PROPERTY AND WILL HAVE DIMENSIONS CONSISTENT WITH THEIR PURPOSES. PLEASE REFER TO ARTICLE VII OF THE DECLARATION OF LIMITATIONS AND RESERVATIONS FOR THESE RIGHTS.
8. UNIT BOUNDARIES SHOWN ARE ACTUAL UNIT BOUNDARIES PER DEFINITION OF UNIT IN ARTICLE IV OF THE DECLARATION.
9. DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.
10. DISTANCES GIVEN TO THE NEAREST FOOT ARE TO THAT FOOT (i.e. 4'=4.00').
11. FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED OF EVEN DATE HERewith, IN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
12. EACH UNIT HAS A LIMITED COMMON ELEMENT YARD (i.e. LCE Y-10A), A DRIVEWAY (i.e. LCE DW-10A), A DECK (i.e. LCE D-10A) AND AN ENTRY (i.e. LCE E-10A).
13. THESE FLOOR PLANS ARE PROVIDED TO SHOW THE HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNIT(S) AS DESCRIBED IN ARTICLE IV OF THE DECLARATION. THESE FLOOR PLANS ARE BASED ON THE INITIAL DESIGN OF THE UNIT(S). THE INTERIOR WALLS AND PARTITIONS OF A UNIT AS CONSTRUCTED MAY VARY SLIGHTLY.

ADDITIONAL PLAT NOTES

THIS PROPERTY IS SUBJECT TO THE FOLLOWING:

1. EASEMENT FOR ELECTRICAL TRANSMISSION AND/OR TELEPHONE DISTRIBUTION AND INCIDENTAL PURPOSES, INCLUDING TERMS AND PROVISIONS THEREOF, GRANTED TO CHUGACH ELECTRIC ASSOCIATION, INC., RECORDED ON JUNE 24, 1952 IN BOOK 74 AT PAGE 89, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
2. EASEMENT FOR ELECTRICAL TRANSMISSION AND/OR TELEPHONE DISTRIBUTION AND INCIDENTAL PURPOSES, INCLUDING TERMS AND PROVISIONS THEREOF, GRANTED TO CHUGACH ELECTRIC ASSOCIATION, INC., RECORDED ON AUGUST 24, 1965 IN MISCELLANEOUS BOOK 112 AT PAGE 37, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
3. WATER MAIN EXTENSION AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, RECORDED ON SEPTEMBER 16, 1996 AS SERIAL NO. 1996-045259-0, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
4. STORMWATER FACILITY OPERATION AND MAINTENANCE AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, GRANTED TO BDMG VENTURES, LLC, RECORDED ON JULY 16, 2020 AS SERIAL NO. 2020-030590-0, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
5. EASEMENTS, COVENANTS AND NOTES AS SHOWN ON THE PLAT OF THOMAS W. SPERSTAD SUBDIVISION, NUMBER ONE, FILED UNDER PLAT NO. P-248, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

30'

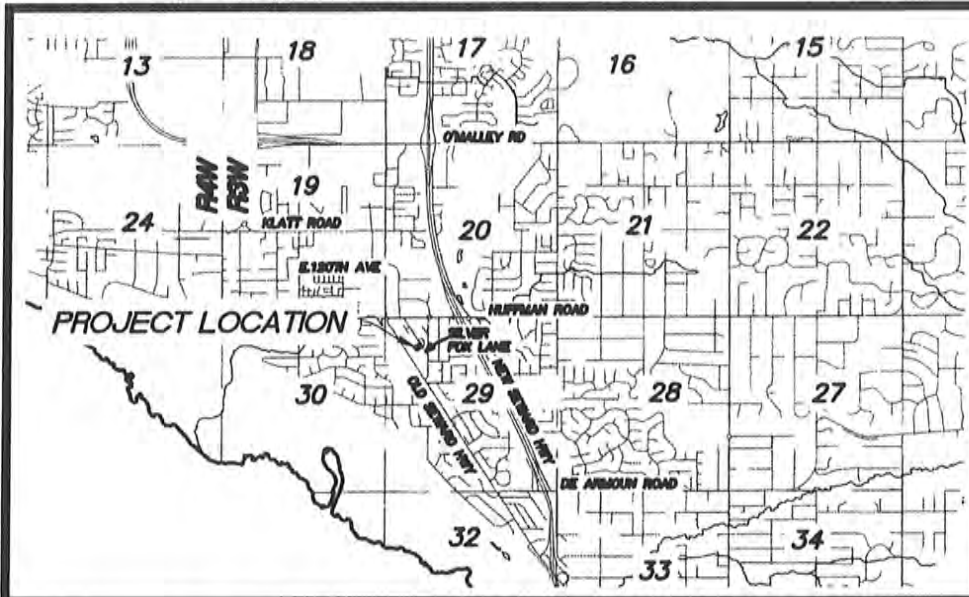


| <i>Line Table</i> | | | <i>Line Table</i> | | |
|-------------------|---------------|------------------|-------------------|---------------|------------------|
| <i>Line #</i> | <i>Length</i> | <i>Direction</i> | <i>Line #</i> | <i>Length</i> | <i>Direction</i> |
| L1 | 9.09 | N56°46'24"E | L13 | 32.20 | S33°07'21"E |
| L2 | 42.20 | S33°13'36"E | L14 | 20.15 | S56°52'39"W |
| L3 | 29.64 | S56°53'04"W | L15 | 20.15 | S56°52'39"W |
| L4 | 25.82 | S56°52'39"W | L16 | 2.10 | N33°07'21"W |
| L5 | 25.93 | S56°52'39"W | L17 | 32.20 | S33°07'21"E |
| L6 | 26.03 | S56°52'39"W | L18 | 5.92 | S57°03'14"W |
| L7 | 26.07 | S56°52'39"W | L19 | 42.48 | S33°07'25"E |
| L8 | 2.20 | N33°07'21"W | L20 | 20.15 | S56°58'31"W |
| L9 | 11.48 | N51°28'29"E | L21 | 10.22 | S33°03'28"E |
| L10 | 19.16 | N63°21'04"E | L22 | 20.15 | S56°58'31"W |
| L11 | 44.35 | S30°51'00"E | L23 | 32.20 | S33°01'29"E |
| L12 | 8.56 | S58°11'58"W | L24 | 5.84 | S56°58'31"W |

| <i>Line Table</i> | | |
|-------------------|---------------|------------------|
| <i>Line #</i> | <i>Length</i> | <i>Direction</i> |
| L25 | 5.92 | N55°20'14"E |
| L26 | 32.20 | S32°32'44"E |
| L27 | 20.15 | N57°27'16"E |
| L28 | 20.15 | N57°27'16"E |
| L29 | 32.25 | N32°32'44"W |
| L30 | 5.95 | N57°03'14"E |
| L31 | 32.20 | N33°01'29"W |
| L32 | 6.00 | N33°07'21"W |
| L33 | 10.14 | S33°07'21"E |
| L34 | 42.38 | N33°01'29"W |



SHEET 1 of 2
Vicinity Map – Scale: 1"=1 Mile



A Condominium Plat and Plans of:
Silver Fox Crossing
Creating Units 1-6

LOCATED ON:

Lot 26, Block 1, Sperstad Subdivision, per Plat No. P-248 Located within the NW1/4 of Section 29, T12N, R3W, Seward Meridian, Anchorage Recording District, Third Judicial District, State of Alaska

Grid: SW2832

Scale: 1"=20'

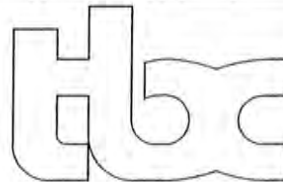
Drawn By: TH

Checked: TH

Date: 7/22/2021

MOA Plats No.: P-248

SHEET 1 of 2

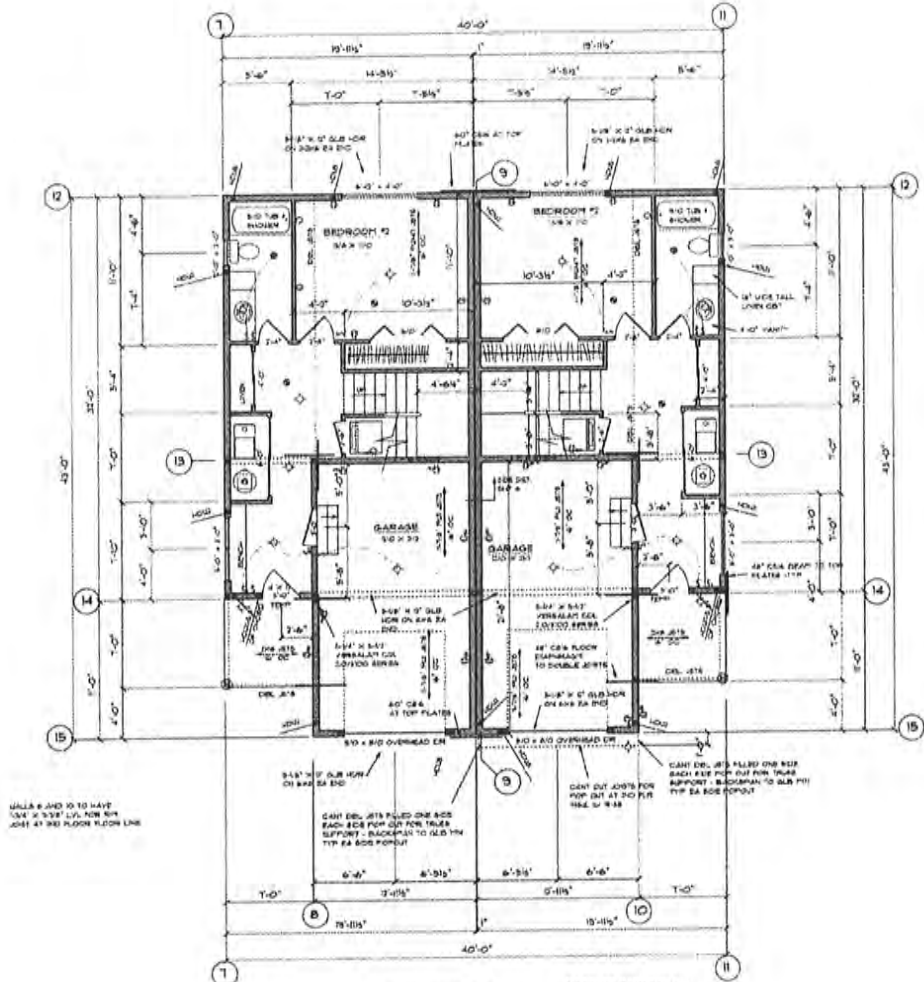


The Boutet Company, Inc.
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License No. AECC957



THE FOLLOWING PAGES ARE ENLARGEMENTS OF **PAGE 2** OF THE PLAT



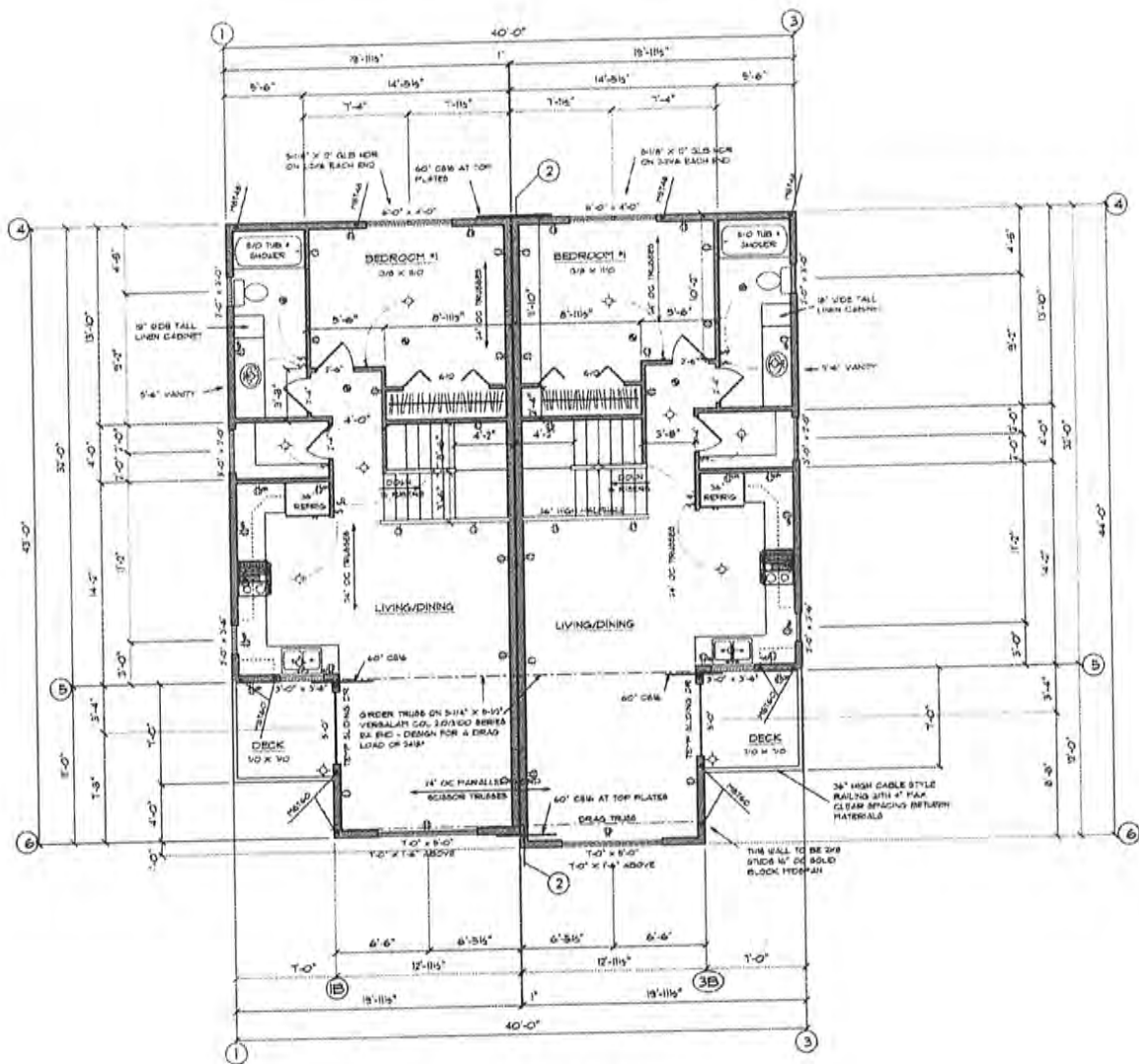


WALLS 2 AND 10 TO HAVE
1/2\"/>

FIRST FLOOR PLAN
1/4\"/>

- 802 S.F. THIS FLOOR EACH UNIT
102 S.F. LEFT UNIT 2ND FLOOR
204 S.F. TOTAL LEFT UNIT
- 801 S.F. GARAGE EACH UNIT
- 804 S.F. THIS FLOOR EACH UNIT
104 S.F. LEFT UNIT 2ND FLOOR
108 S.F. TOTAL LEFT UNIT





SECOND FLOOR PLAN

103' - 10"
 103 S.F. LEFT UNIT THIS FLOOR
 104 S.F. RIGHT UNIT THIS FLOOR
 207 S.F. TOTAL S.F. THIS FLOOR





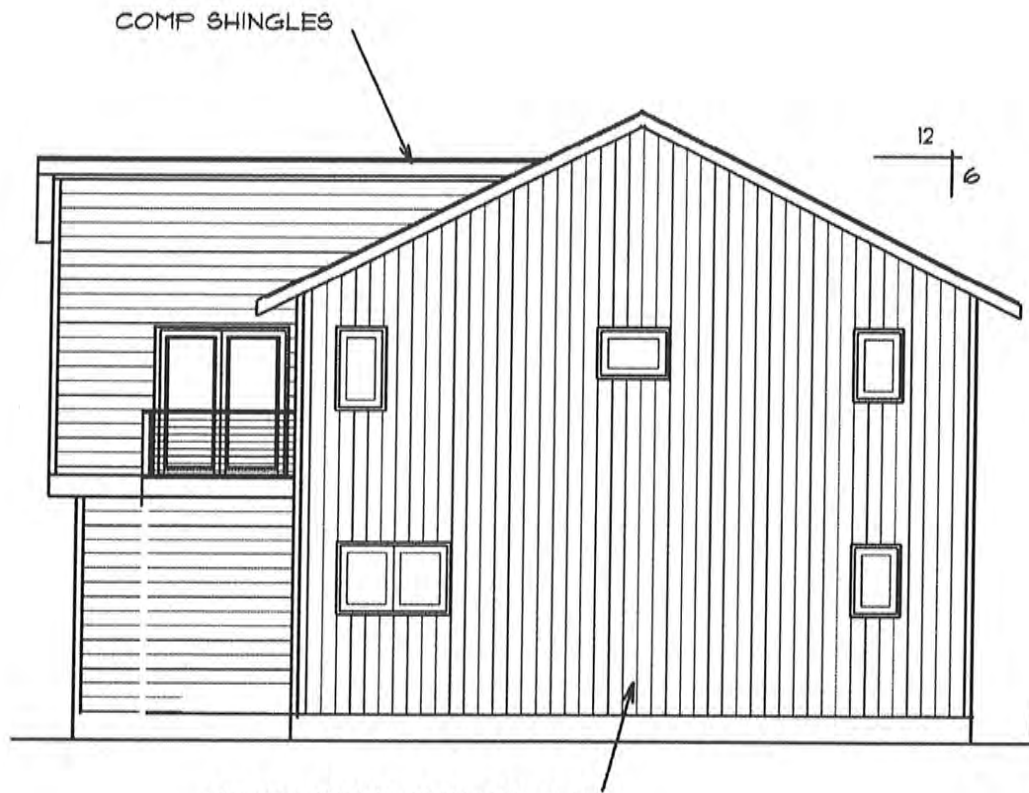
FRONT ELEVATION

1/4" = 1'-0"

PROVIDE TRIM AROUND ALL WINDOWS. DRA 4 EXTERIOR CORNERS OF WALLS TO BE MIN 3-1/2" WIDE AND OF DIFFERENT COLOR THAN THE PRIMARY SIDING COLOR

Note: Building plans are per plans prepared by Blind Monkey Design

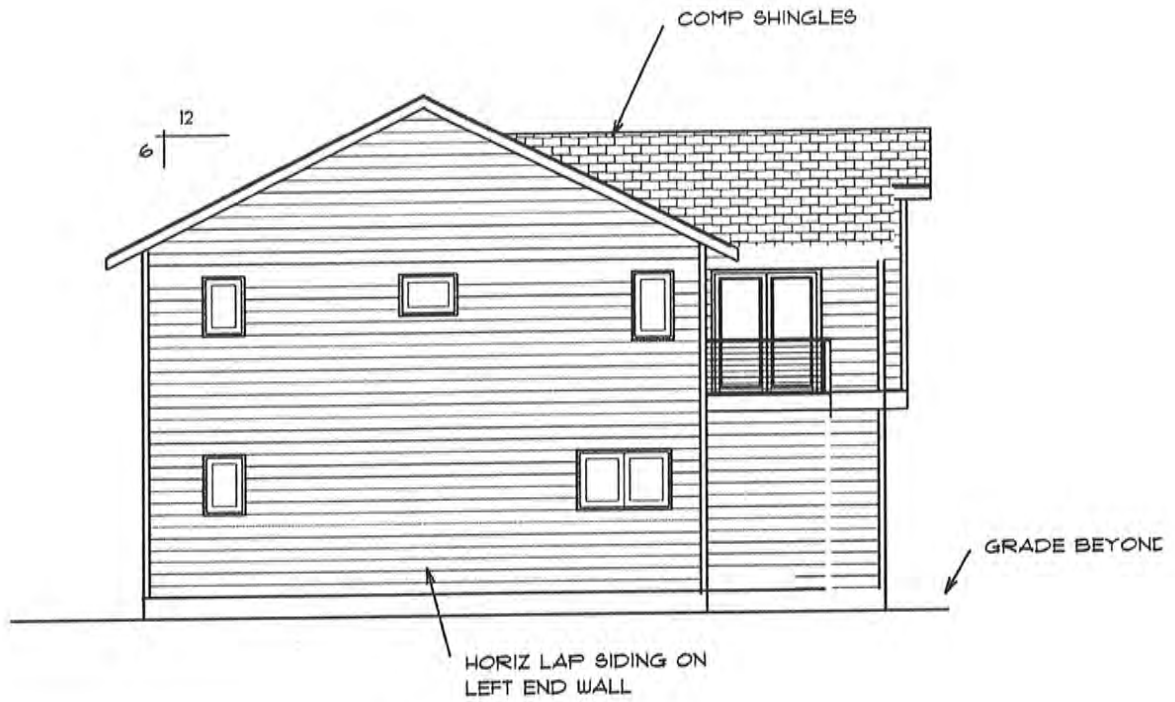




VERIFY SIDING WITH BUILDER
 ON RIGHT END OF BUILDINGS
 (THIS IS SHOWING 5/8" T1-11
 SIDING)

RIGHT ELEVATION





LEFT ELEVATION

1/8" = 1'-0"

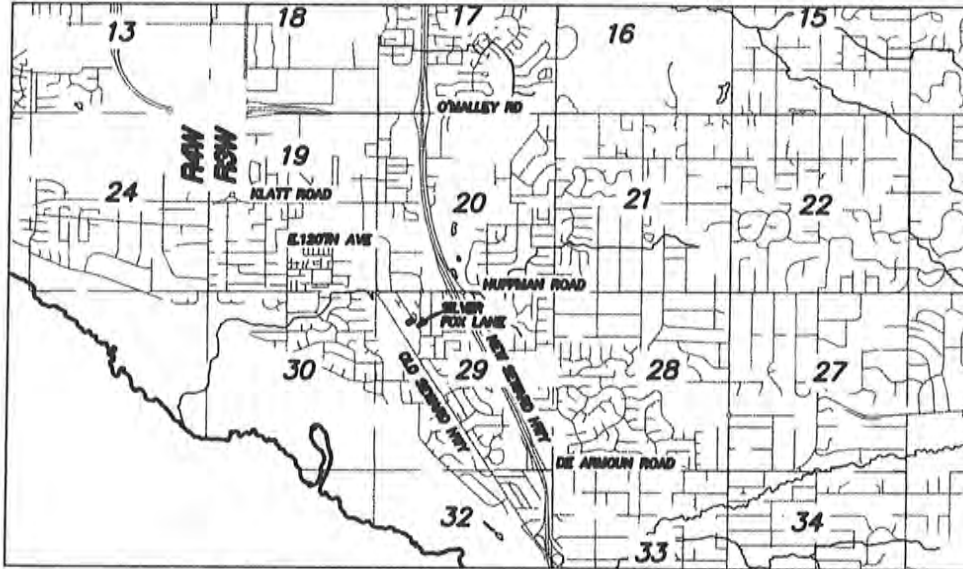
Building Views Not to scale

Note: Interior Wall Dimensions May Have Slight Variations



SHEET 2 of 2

Vicinity Map - Scale: 1"=1 Mile



A Condominium Plat and Plans of: **Silverfox Crossing** Creating Units 1-6

LOCATED ON:

Lot 26, Block 1, Sperstad Subdivision, per Plat No. P-248 Located within the NW1/4 of Section 29, T12N, R3W, Seward Meridian, Anchorage Recording District, Third Judicial District, State of Alaska

Grid: SW2832

Scale: 1"=20'

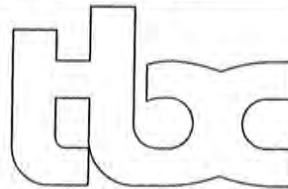
Drawn By: TH

Checked: TH

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MOA Plats No.: P-248

SHEET 2 of 2



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