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Recording District 301 Anchorage

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Anchorage Recording District

DECLARATION

OF

EAGLE RIVER GARAGES

- A Common Interest Community: Creating Units 1-20 -

AFTER RECORDATION RETURN TO:

EAGLE RIVER STORAGE, LLC
c/o The Woodward Living Trust
Attn: Jason Woodward, Trustee
10751 Edgewood Circle
Eagle River, Alaska 99577

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DECLARATION
OF
EAGLE RIVER GARAGES

Declarant, **EAGLE RIVER STORAGE, LLC**, an Alaska limited liability company, with an office address of *c/o The Woodward Living Trust, Attn: Jason Woodward, Trustee, 10751 Edgewood Circle, Eagle River, Alaska 99577,* does hereby submit the property in Eagle River, Alaska, described in **SCHEDULE A-1**, to the provisions of the Common Interest Ownership Act, Title 34, Chapter 8, of the Alaska Statutes, for the purpose of creating **EAGLE RIVER GARAGES**, and making the Improvements shown in the Plat and Plans attached as **SCHEDULE A-3**.

EAGLE RIVER GARAGES is a condominium community.

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, AS 34.08 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** of the Declaration and shown on **SCHEDULE A-2**.

Section 1.3 - Association. EAGLE RIVER GARAGE OWNERS ASSOCIATION, INC., a non-profit corporation organized under Title 10, Chapter 20 of the statutes of the State of Alaska. It is the Association of Unit Owners pursuant to Section 34.08.310 of the Act.

Section 1.4 - Bylaws. The Bylaws of the Association, as they may be amended from time to time.

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 administration, maintenance, repair or 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 of Eagle River Garages.

Section 1.8 - Conveyance. Any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract, but shall not include a transfer solely for security purposes.

Section 1.9 - Declarant. **EAGLE RIVER STORAGE, LLC**, an Alaska 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 1.12 - Director. A member of the Executive Board.

Section 1.13 - Documents. The Declaration, Plat and Plans recorded and filed pursuant to the provisions of the Act, 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 1.14 - Driveway. The internal Common Element driveway serving the Common Interest Community, labeled as "Driveway (CE)" on the Plat.

Section 1.15 - Eligible Insurer. An insurer or guarantor of a first Security Interest in a Unit.

Section 1.16 - Eligible Mortgagee. The holder of a first Security Interest in a Unit.

Section 1.17 - Executive Board. The board of directors of the Association.

Section 1.18 - Improvements. Any construction, structure, fixture or facilities existing or to be constructed on the land included in the Common Interest Community, including but not limited to: buildings, trees and shrubbery planted by the Declarant, a Unit Owner, or the Association; paving, utility wires, pipes, and light poles.

Section 1.19 - 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 Section 34.08.100 of the Act. The Limited Common Elements in the Common Interest Community are described in **ARTICLE V** of the Declaration.

Section 1.20 - Majority or Majority of Unit Owners. The owners of more than fifty percent (50%) of the votes in the Association.

Section 1.21 - Manager. A Person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 1.22 - 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** of the Declaration.

Section 1.23 - 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** of the Declaration.

Section 1.24 - Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.25 - Plans. The Plans filed with the Declaration as **SCHEDULE A-3**, as they may be amended from time to time.

Section 1.26 - Plat. The Plat filed with the Declaration as **SCHEDULE A-3**, as it may be amended from time to time.

Section 1.27 - Property. The Property described in **SCHEDULE A-1** together with all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by the Declaration.

Section 1.28 - Rules. The 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 or personal property, 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, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

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

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, the boundaries of which are described in **Section 4.2** of the Declaration.

Section 1.33 - Unit Owner. The Declarant, or other Person who owns a Unit, and does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by 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 "Eagle River Garages". Eagle River Garages is a condominium community.

Section 2.2 - Association. The name of the Association is "Eagle River Garage Owners Association, Inc."

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 **twenty (20)** Units.

Section 4.2 - Unit Boundaries. 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 below.

(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 upper surface of the concrete slab floors, extended to an intersection with the vertical perimeter boundaries.

(c) *Vertical Perimeter Boundaries.* The planes defined by the inner surfaces of the studs and framing of the perimeter walls and the unfinished exterior surfaces of closed windows and closed perimeter doors.

(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, and will also include the spaces and the Improvements within such spaces containing any heating, water heating apparatus, all electrical switches, wiring, pipes, ducts, conduits, smoke detector system and television, telephone, and electrical receptacles and light fixtures and boxes serving that Unit exclusively, the surface of the foregoing being the boundaries of such Unit, whether or not such spaces are contiguous.

(e) *Exclusions*. Except when specifically included by other provisions of **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; the beams; and all chutes, pipes, flues, ducts, wires, conduits, and other facilities running through or within any interior wall or partition for the purpose of furnishing utility and similar services to other Units and Common Elements or both.

(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 include each portion of the Common Interest Community other than a Unit, including but not limited to, the Common Element Guest Parking, the Common Element Fence, Common Element Landscaping, Common Element Driveway, and the Common Element RV Cleanout Area, which areas are labeled on the Plat as "Common Elements". The Common Element Gate means the gate and all components of the gate's security system, and it is also a Common Element. Additionally, the water lines and the sewer lines up to the point the lines connect to the lines from the water taps, sinks, or toilets, are Common Elements.

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

(a) The Limited Common Element Parking Spaces labeled on the Plat are Limited Common Elements and their use is limited to the Unit served.

(b) Each Unit has a Limited Common Element Signage allocated to its Unit and the uses of which are limited to the Unit served.

(c) 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.

(d) Address numbers or Unit letters, and exterior light fixtures affixed to the building 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 of these obligations.

MAINTENANCE CHART

UNIT OWNER RESPONSIBILITY	ASSOCIATION RESPONSIBILITY	
➢ All portions of the Unit and any Improvements to it, including the drywall and finishes ➢ Doors and overhead garage doors ➢ Removing dirt and debris from the Limited Common Element Parking Spaces ➢ Coating, sealing, painting and any nonstructural maintenance of the upper surface of the garage slab ➢ Maintenance, repair, and replacement of the Limited Common Element water lines and sewer lines ➢ Maintenance, repair and replacement of any Limited Common Element Signage	➢ All Common Elements (including but not limited to the roof and siding, but excluding certain Limited Common Elements that the Owners are required to maintain) - **CE** ➢ Maintenance, repair, and replacement of the windowpanes and all exterior components of the window including exterior trim or casing - * ➢ Maintenance, repair, and replacement of the Common Element Driveway and Guest Parking, and the Limited Common Element Parking Spaces - **CE** ➢ Snow removal from the Common Interest Community - **CE** ➢ Maintenance, repair, and replacement of the Common Element storm drain(s), and the Common Element portions of the water lines and sewer lines – **CE** ➢ Address numbers or Unit letters, and exterior light fixtures - * ➢ Maintenance, repair, and replacement of the portions of the garage slab below the upper surface of the slab *	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 owner). ITEMS MARKED WITH an asterisk ('*') indicate items that the Association maintains however the expense for the such maintenance will be billed to the individual owner(s)

Section 6.1 - Common Elements. The Association shall not be required to maintain the pond, located partially within the Common Interest Community. The Association shall maintain the fence around the pond. The Association shall maintain, repair and replace all other Common Elements, except those Limited Common Elements which are required by this Declaration to be maintained by the Unit Owners. 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 a maintenance expense of the Association which is to be specifically assessed to the Unit Owner(s) 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 a Limited Common Element is required to be maintained by the Association and assessed to the Units to which the Limited Element is appurtenant, 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) *Maintenance, Repair, and Replacement Obligations of the* ***Association*** *with Respect to certain Limited Common Elements.*

(i) Limited Common Element Parking Spaces. The Association shall maintain, repair, and replace the Limited Common Element Parking Spaces. The Association shall be responsible for the snow removal from the Limited Common Element Parking Spaces.

(i) Garage Slab. The portions of the slab below the upper surface of the slab are Common Elements which shall be maintained by the Association. The Association shall assess the cost against the Unit Owner.

(ii) Exterior Light Fixtures and Unit Numbers. The Association shall maintain, repair, and replace the Limited Common Element exterior light fixtures and Unit numbers and shall assess the cost against the Unit to which such Limited Common Element is assigned.

(b) *Maintenance, Repair, and Replacement Obligations of the* ***Unit Owners*** *with Respect to Certain Limited Common Elements.*

(i) Removing Dirt and Debris from the Limited Common Element Parking Spaces. Each Unit Owner shall be responsible for cleaning and removing dirt and debris from the Limited Common Element Parking Spaces appurtenant to their Unit.

(ii) Limited Common Element Signage. Each Unit Owner shall maintain the Limited Common Element Sign serving their Unit, in accordance with the standards promulgated by the Executive Board from time to time.

Section 6.2 - Units. Except for windows, which shall be maintained, repaired and replaced by the Association, in accordance with **Section 6.2(a)**, each Unit Owner shall maintain, repair, and replace, at his or her own expense, all portions of his or her Unit. Exterior doors and the garage doors 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.

(a) *Maintenance, Repair, and Replacement of Exterior Windows, Windowpanes, and External Components of the Window.* The Association shall maintain, repair, and replace the windowpanes, exterior trim, fascia, apron, and all other exterior

components of the windows and shall assess the cost against the Unit served by the window.

Section 6.3 - Access. Any Person authorized by the Executive Board shall have the right of access to all portions of the Property, for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations, or repairs and for the purpose of 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 6.4 - Repairs Resulting from Negligence. Each Unit Owner will reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally or negligently by the Unit Owner, or by his or her failure to properly maintain, repair or make replacements to his or her Unit. The Association will be responsible for damage to Units caused intentionally or negligently by the Association, or by its failure to maintain, repair or make replacements to the Common Elements. If such expense is caused by misconduct, it will be assessed following Notice and Hearing.

Section 6.5 - No Additional Component or Element May be Attached Without Consent of the Executive Board. No additional component or element may be attached to any Common Element without the written consent of the Executive Board. In the event that any authorized additional component or element of a Limited Common Element attached thereto by the Unit Owner becomes deteriorated or unsightly or is inconsistent with conditions of installation it may be removed or repaired at the Unit Owner's expense as a Common Expense Assessment under this Section, after Notice and Hearing.

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.

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 use easements through the Common Elements for the purpose of completing Improvements within the Common Interest Community.

(b) 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 7.3** of the Declaration.

(c) To maintain and use certain Units as models for show and demonstration to assist Declarant with its marketing purposes, until all Units currently owned by the Declarant in the Common Interest Community are sold.

Section 7.3 - 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 Interest Community 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, riparian owners or upland owners to fulfill the plan of development.

Section 7.4 - 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 7.5 - 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 marketing and construction, whether or not they have become fixtures.

Section 7.6 - Declarant Control of the Association.

(a) Subject to **Section 7.6(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 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.

(b) Not later than sixty (60) days after the conveyance of twenty-five percent (25%) of the Units 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 to Unit Owners other than a Declarant, not less than thirty-three and one-third percent (33⅓%) 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 (⅔) 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 7.7 - 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 at the latest to occur of the following:

Such time as the Declarant:

1. is no longer obligated under any warranty or obligation;
2. no longer owns a Unit; or
3. no longer holds any Security Interest in any Unit.

Section 7.8 - 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. Pursuant to **Section 8.1** above, the Allocated Interests to be allocated to each Unit will be calculated utilizing the following formulas:

(a) *Undivided Interest in the Common Elements*. The percentage of the undivided interest in the Common Elements allocated to each Unit is based on the relative square footage of each Unit as compared to the square footage for all of the Units in the Common Interest Community. Allocations are subject to rounding to result in

one hundred percent (100%) allocation. For example, the Unit Owner of a twenty-five thousand square foot (25,000 sq. ft.) Unit within a Common Interest Community containing one hundred thousand square feet (100,000 sq. ft.) of total Unit area, would have a twenty-five percent (25%) interest in the Common Elements.

(b) *Common Expense Liability for Common Elements and the Association.* Common Expense allocations and percentage share of Common Expenses shall be calculated by dividing the square footage of a Unit by the total square footage for all Units. Allocations are subject to rounding to result in one hundred percent (100%) allocation. For example, the Unit Owner of a one thousand three hundred square foot (1,300 sq. ft.) Unit within a Common Interest Community containing forty eight thousand square feet (48,000 sq. ft) of total Unit area, would have a two and seven tenths percent (2.70%) interest in the allocation of votes in the Association. 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 AND ALIENATION

Section 9.1 - Use 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) *Compliance with Law.* No unlawful use may be made of the Common Interest Community and Unit Owners shall comply with, and conform to, all applicable laws and regulations of the United States and of the State of Alaska, and all other applicable ordinances, rules and regulations. Any violating Unit Owner shall hold the Association and all other Unit Owners harmless from all fines, penalties, costs, damages and prosecutions for the violation thereof or noncompliance therewith.

(b) *Compliance with Rules.* Unit Owners shall comply in all respects therewith with Rules promulgated by the Association. Whenever rules are adopted by the Association, they shall be deemed effective as soon as a copy is sent to each Unit Owner by first class mail.

(c) *Use.* Units shall be used only for business purposes or storage purposes. Notwithstanding the foregoing, businesses, including retail businesses, that generate excessive traffic or overflow of that Unit Owner's Limited Common Element Parking Spaces are prohibited. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of, or cause the cancellation of, insurance for the Common Interest Community.

(d) *Guests.* No person shall enter the Common Interest Community other than a Unit Owner or person designated by the Unit Owner as an authorized user.

(e) *Storage of Combustible or Hazardous Materials.* Unit Owners or tenants may store chemicals and Hazardous Materials in their Unit so long as such storage complies with all applicable ordinances, laws, and regulations. The term *"Hazardous Materials"* means and includes any substance, material, waste, pollutant, or contaminant listed or regulated under any applicable federal, state or local statute, environmental ordinance or regulation now in effect or hereafter promulgated, including without limitation asbestos, asbestos containing materials, mold, petroleum (including crude oil or any fraction, product or byproduct thereof), natural gas, natural gas liquids, and liquefied natural gas or synthetic gas usable for fuel (or mixtures of such natural gas and synthetic gas), any hazardous, toxic, dangerous or carcinogenic materials, substances or contaminants, formaldehyde, polychlorinated biphenyls, lead, lead dust, visible mold/microbial matter, visible mold/microbial materials, radon or other similar materials or substances.

(f) *Parking.* Overnight parking in the Limited Common Element Parking Spaces or in the Common Element Guest Parking is prohibited.

(i) Use of the Limited Common Element Parking Spaces. The use of the Limited Common Element Parking Spaces is subject to the provisions set forth herein.

1. The Limited Common Element Parking Spaces are intended for use as parking spaces for vehicles. Any vehicle parked in the Limited Common Element Parking Spaces must be operable. Unit Owners are prohibited from storing materials or items in the Limited Common Element Parking Spaces.

2. Unit Owners or other Persons parking a vehicle must remain in the Common Interest Community.

3. The dashboard of parked vehicles must clearly display the vehicle owner's name and telephone number.

4. Unit Owners must accommodate other Unit Owners or tenants' requests for temporarily moving the vehicle to allow the other Owner or tenant more room to maneuver a larger vehicle such as an R.V. or boat.

5. Vehicles must fit in the Limited Common Element Parking Spaces and (1) shall in no way obstruct in any fashion or partially block, the free passage of vehicles and/or pedestrians to and from every other Unit; and (2) shall in no way obstruct in any fashion or partially block the Common Element Driveway.

(ii) Use of the Common Element Guest Parking. Use of the Common Element Guest Parking shall be for Unit Owners, guests or invitees of the Unit Owners or for the temporary unloading and loading of vehicles, while the guests or invitees or Unit Owners are in the Common Interest Community. Dashboards of the vehicles parked in the Common Element Guest Parking must clearly display the vehicle owner's contact information, including telephone numbers and name of owner, as necessary to ensure that the vehicle's owner may be reached by telephone. The Executive Board may adopt rules further regulating the use of the Common Element Guest Parking.

(iii) Removal of Vehicles by Executive Board. The Executive Board may require the immediate removal of any inoperable or improperly parked vehicle left outside of a Unit and/or any other item of personal property improperly stored within the Common Interest Community, whether or not it is contained within a Unit. If the same not be removed by the responsible Unit Owner, the Executive Board may cause removal thereof at the risk and expense of the Unit Owner thereof.

(g) *Use of the Common Element Driveway.* The Common Element Driveway shall be used exclusively for normal transit, other than during the process of entering or leaving a Unit, and no obstructions shall be placed within the Driveway, except by express written consent of the Association.

(h) *Storage Lofts.* Unit Owners may elect, at the Unit Owner's sole and separate cost, to erect storage lofts within their Units. Accordingly, it shall be permissible for a Unit Owner to make alterations to the interior of such Unit Owner's Unit that do not adversely affect the structural integrity of the buildings. **Any structural interior modification or alteration shall be made in accordance with Section 12.1 of the Declaration.**

(i) *Exterior Appearance.* Unit Owners shall not alter or change the entry door(s) or garage doors to their Unit. The maintenance, repair, and replacement of entry doors, and appearance of garage doors, shall be in accordance with **Section 6.2**

(j) *Trash.* All trash removal from a Unit shall be the responsibility of the Unit Owner, and no trash shall be permitted to be stored inside or outside of the Unit. Unit Owners using the Common Element dumpster shall transport trash to the Common Element dumpster in such manner as to ensure that the Common Elements and the parking areas remain clean and free of trash and litter.

(k) *Safety and Security.* Each Unit Owner and tenant of a Unit, and their respective guests or invitees shall be responsible for their own personal safety and the security of their Unit or personal property in the Common Interest Community. The Association is not an insurer or guarantor of safety or security within the Common Interest Community.

(l) *Water and Sewer.* Each Unit Owner has an undivided interest in the Common Element water lines, sewer lines, and storm drains. Units Owners shall not dispose or pour into the sewer lines, storm drains or drainage ditches substances including but not limited to: flammable substances, grease, oils, cooking fats, oil-based paints, solvents or other hazardous chemicals and substances.

(m) *Pets.* Pets shall mean domestic cats and domestic dogs only. Pets may accompany the Unit Owner, tenant, or guests while the Unit Owner, tenant, or guest is on the Property. No other animals are permitted onto the Property without the approval of the Executive Board. Due to health, safety and infestation concerns, the following animals are expressly prohibited on the Property: reptiles, rodents, insects, rabbits, ferrets, birds and pigs.

(i) Unit Owners shall be responsible for keeping their Units free and clear of their pet's feces and shall immediately remove their pet's feces from all areas of the Common Interest Community.

(ii) The provisions of the Municipal leash law (AMC 17.10.010) shall be observed and pets shall be leashed and kept under control at all times, when outside a Unit. Pets shall be licensed, vaccinated and maintained in accordance with municipal law.

(iii) 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 removed from the Property.

(n) *Noxious Activity.* Unit Owners or tenants shall not utilize their Units so as to cause an unacceptable level of noise, vibration, odor, garbage or other waste, the precise levels of which shall be determined by the Executive Board and which may be more restrictive than levels established by the Municipality of Anchorage or the State of Alaska.

(o) *Limited Common Element Signage.* Subject to the prior approval of the Executive Board, each Unit Owner may modify the Limited Common Element Signage, including but not limited to, adding the Unit Owner name, business name, and/or logo. The Executive Board shall consider the quality, size and design of the modifications, type of materials, and the overall harmony of the general design and style of the proposed modifications to the Limited Common Element Signage and shall use its judgment to determine whether said modifications detract from the value, attractiveness, and desirability of the Common Interest Community.

Section 9.2 - Restrictions on Alienation. A Unit may not be conveyed pursuant to a time-sharing plan. No Unit may be leased except by written leases in excess of **thirty (30) days**. All leases and rental agreements for Units shall be in writing and subject to the requirements of the Documents. 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 lessee shall 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 landlord has received Notice and Hearing and is given a reasonable opportunity to cure the violation following the Hearing. A copy of all written lease agreements conforming to the foregoing requirements shall be submitted to the Executive Board to verify compliance with these requirements. Each Unit Owner shall notify the Association in writing within five (5) business days following the execution of any lease or rental agreement covering a Unit of the identity, telephone numbers and addresses of each tenant and of the duration of the lease/rental agreement. The Unit Owner of a Unit so leased or rented shall at all times be responsible for and liable to the Association for all acts or neglect of the tenant, including but not limited to fines and assessments levied for Unit use violations caused by the tenant.

ARTICLE X
EASEMENTS AND LICENSES

Section 10.1 - Easement for Ingress and Egress Through Common Elements. Each Unit Owner has an easement in common with each Unit Owner for ingress and egress through the Common Elements, subject to such reasonable Rules, regulations and restrictions as may be imposed by the Association. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by Persons lawfully using or entitled to the same.

Section 10.2 - Easements for Encroachments. In the event any portion of the Common Elements encroaches upon any Unit or any Unit encroaches upon the Common Elements or another Unit as a result of the reconstruction, repair, shifting, settlement or movement of any portion of the Improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

Section 10.3 - Recorded Easements and Licenses. All recorded easements or licenses to which the Common Interest Community is presently subject are recited in **SCHEDULE A-1** to the Declaration or are shown on the Plat.

Section 10.4 - Declarant Easements and Licenses. 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) No Unit Owner may remove portions of, penetrate, or otherwise modify the concrete slab floor, including but not limited to, bolting equipment to the floor or making any other modification without the prior written consent thereto of the Executive Board in accordance with **Section 12.1(c)**.

(c) Subject to **Section 12.1(a)** and **(b)**, a Unit Owner:

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

(ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community, without permission of the Association; 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 Interest Community. Removal of partitions or creation of apertures under this subsection is not an alteration of boundaries.

(d) A Unit Owner may submit a written request to the Executive Board for approval of actions prohibited by **Section 12.1(a)** or **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 consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of its rules.

(e) 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.

(f) 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 of any Units 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 **Section 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 - Application and Amendment. Subject to approval of any structural changes and required permits pursuant to **ARTICLE XII**, 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 a reallocation between their Units 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 contain words of conveyance between them, 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 13.2 - 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. Except in cases of amendments that may be executed by certain Unit Owners under **ARTICLE XII** or 34.08.260 of the Act, and except as limited by **ARTICLE XVII** of the Declaration, the Declaration, including the Plat and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

Section 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 XII** 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 has 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 (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 Act.

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 exceeding ten thousand dollars ($10,000) which affects a portion of the Common Interest Community or any Unit in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;

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

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in **Section 17.4**; and

(e) 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 this Declaration or the Act) and until approved in writing by at least fifty-one percent (51%) of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this 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 and repairs;

(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(s) 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 or fidelity policies, 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) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;

(xii) Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than that specified in the Documents;

(xiii) Termination of the Common Interest Community for reasons other than the substantial destruction or condemnation, as to which a sixty-seven percent (67%) Eligible Mortgagee approval is required; and

(xiv) 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) The restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Documents;

(iii) The termination of the Common Interest Community for reasons other than substantial destruction or condemnation, as to which a sixty-seven percent (67%) Eligible Mortgagee approval is required;

(iv) 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 Unit Owners of Units affected and Eligible Mortgagees of those Units need approve the action;

(v) The merger of this Common Interest Community with any other common interest community;

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

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

(c) The failure of an Eligible Mortgagee to respond within thirty (30) days to any written request of the Association for approval of a non-material addition or amendment to the Documents shall constitute an implied approval of the addition or amendment.

Section 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.

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 XXI** or **XXII** or condemnation of all or a portion of the Common Interest 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 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 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) If Common Expense is caused by the misconduct of a Unit Owner, the Association may assess that expense exclusively against the Unit.

(f) 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** 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 Section 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 a Unit 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 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 attorney's 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 mortgage or deed of trust on real estate is foreclosed, or 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 period of time the action is pending. The court may order the receiver to pay any sums held by the receiver to the Association during the period of time the action is pending, 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) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under **Section 18.4(b)**. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

(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 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 - Payment of Common Expenses. All Common Expenses assessed under **Sections 18.1** and **18.2** shall be due and payable to the Association at such place and at such intervals as the Executive Board shall designate. Unpaid assessments shall bear interest at the maximum rate allowed by Alaska law from the due date until paid.

Section 18.8 - 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 Unit to a Unit Owner other than the Declarant occurs.

Section 18.9 - No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 18.10 - 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 payments to this fund shall not be considered *advance payments* of the Common Expense assessments. Each Units 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 Units 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, lessees and mortgagees 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 use or lease agreement of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or lessee, and all such provisions recorded in the records of the Anchorage Recording District, Third Judicial District, State of Alaska, are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

Section 20.2 - Adoption of Rules. The Executive Board may adopt Rules regarding the use and of Units, Common Elements, and Limited Common Elements and the activities of lessees and Persons authorized by a Unit Owner to use a Unit, subject to Notice and Comment.

Section 20.3 - Fines for Violations of Any Provision of the Declaration. Subject to the provisions of **Section 24.2**, fines may be assessed by the Executive Board in accordance with a schedule of fines adopted by the Executive Board from time to time. Fines may be assessed the third time that a Unit Owner has been notified in writing of a violation of any provision of the Declaration. The violations need not be of the same provision of the Declaration in order to assess fines.

ARTICLE XXI
INSURANCE

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

Section 21.2 - Property Insurance.

(a) *Property insurance covering*:

(i) The project facilities (which term means all buildings on the Property, including the Units and all fixtures, equipment and any Improvements and betterments whether part of a Unit or a Common Element, but excluding land, excavations, portions of foundations below the undersurfaces of the lowest crawlspace floors, 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*. The project facilities for an amount (after application of any deductions) 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. 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.

The maximum deductible for insurance policies shall be the lesser of ten thousand dollars and zero cents ($10,000.00) or one percent (1%) of the policy face amount.

The difference between the policy deductible and two hundred fifty dollars and zero cents ($250.00) shall be paid by the Association as a common expense. Of the deductible portion two hundred fifty dollars and zero cents ($250.00) as per Unit Owner affected shall be paid by each of the Unit Owner(s) suffering the loss.

(c) *Risks Insured Against.* The insurance shall afford protection against "all risks," except earthquake and flood, of direct physical loss commonly insured against.

(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;

(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, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses;

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

"*Eagle River Garage Owners Association, Inc. for the use and benefit of the individual Unit Owners*".

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), covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements, and the activities of the Association.

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

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

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

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

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

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

Section 21.4 - Fidelity Insurance. A blanket fidelity insurance policy is required for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The policy shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the policy is in force and in no event less than the sum of three (3) months' assessments plus reserve funds. The policy shall include a provision that calls for ten (10) days' written notice to the Association, to each holder of a Security Interest in a Unit, to each Eligible Mortgagee and Eligible Insurer on a Unit and to the insurance trustee, if any, before the policy can be cancelled or substantially modified for any reason.

Section 21.5 - Unit Owner Policies. Unit Owners shall obtain insurance covering the contents of their Unit and shall provide proof of insurance yearly to the Association. All such policies shall, if permitted by the insurer, provide that subrogation against the Association is waived.

Section 21.6 - Workers' Compensation Insurance. The Executive Board shall obtain and maintain workers' compensation insurance to meet the requirements of the laws of the State of Alaska.

Section 21.7 - Directors' and Officers' Liability Insurance. The Executive Board shall obtain and maintain Directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

Section 21.8 - Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 21.9 - Premiums. Insurance premiums shall be a Common Expense.

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 Unit Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

Section 22.2 - Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

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 Unit Owner of the Unit and the Unit 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 in the Third Judicial District, State of Alaska 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 five (5) days before the proposed action is to be taken. It shall invite comment to the Executive Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 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 Persons and/or entities authorized by a Unit Owner to use a Unit whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. 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.

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) Grant easements for any period of time including permanent easements, and leases, licenses and concessions, through or over the Common Elements;

(l) Impose and receive a payment, fee or charge for the use, rental or operation of the Common Elements, or 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 this 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
OPEN 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. The notice will be hand-delivered 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, in either of the following situations only:

(a) No action is taken at the executive session requiring the affirmative vote of Directors; or

(b) The action taken at the executive session involves personnel, pending litigation, contract negotiations, or enforcement actions.

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 neither 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.

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.

[THIS AREA INTENTIONALLY LEFT BLANK – DECLARANT SIGNATURE AND NOTARY ACKNOWLEDGMENT APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 21 day of May, 2019.

Signed, Sealed and Delivered
in the Presence of:

DECLARANT: EAGLE RIVER STORAGE, LLC,

By: THE WOODWARD LIVING TRUST, ***as to a 20% membership interest***

By: _____
Jason Woodward, Trustee of the Woodward Living Trust; as a Member of Eagle River Storage, LLC

By: RUTH LONSER, A MEMBER OF EAGLE RIVER STORAGE, LLC, an Alaska limited liability company, ***as to a 80% membership interest***

STEPHANIE INGRAM
My Commission Expires
NOTARY PUBLIC
Sept. 12, 2020
STATE OF ALASKA

By: _____
Ruth Lonser, Member of Eagle River Storage

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 21st day of May, 2019, by **JASON WOODWARD, TRUSTEE OF THE WOODWARD LIVING TRUST,** the **MEMBER** *with a 20% membership interest* of **EAGLE RIVER STORAGE, 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 limited liability company for the uses and purposes therein expressed.

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: 9-12-20

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

STEPHANIE INGRAM
My Commission Expires
NOTARY PUBLIC
Sept. 12, 2020
STATE OF ALASKA

THIS IS TO CERTIFY that on this 21st day of May, 2019, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **RUTH LONSER**, to me known and known to me to be the **MEMBER,** *with an 80% membership interest,* of **EAGLE RIVER STORAGE, LLC**, and known to me to be the person who signed the foregoing instrument, on behalf of said limited liability company, and she acknowledged to me that she signed and sealed the same as a free act and deed of the said limited liability company for the uses and purposes therein expressed.

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

Stephanie Ingram
Notary Public in and for Alaska
My Commission Expires: 9-12-20

APPROVAL OF LENDER: FIRST NATIONAL BANK ALASKA

The undersigned beneficiary, under the following instrument:

1. Deed of Trust, including terms and provisions thereof, recorded September 10, 2018 as Serial No. 2018-034292-0, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

approves the foregoing Declaration and the undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under said Deed of Trust shall not render void or otherwise impair the validity of the Declaration and the covenants running with the land described in the Declaration.

STEPHANIE INGRAM
My Commission Expires
NOTARY PUBLIC
Sept. 12, 2020
STATE OF ALASKA

FIRST NATIONAL BANK ALASKA

By: _____
Print Name: Chad Steadman
Its: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 21st day of May, 2019, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Chad Steadman, known to me to be the Senior Vice President of FIRST NATIONAL BANK ALASKA and known to me to be the person who signed the foregoing instrument, on behalf of said entity, and they acknowledged to me that they signed and sealed the same as a free act and deed for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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

_____
Notary Public in and for Alaska
My Commission Expires: 9-12-20

SCHEDULE A-1
DESCRIPTION OF COMMON INTEREST COMMUNITY

Lot 1, *Gamble Subdivision,* according to the official plat thereof, filed under Plat No. 2010-33, Anchorage Recording District, Third Judicial District, State of Alaska

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THE RECORDING DATA FOR RECORDED EASEMENTS AND 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, if any, due the Municipality of Anchorage.

3. Rights of the public and/or governmental agencies in and to any portion of said land lying below the ordinary high-water line of Carol Creek and unnamed ponds.

4. Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the right of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.

5. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof, affecting a blanket easement granted to Matanuska Electric Association, Inc., recorded on January 9, 1962 in Book 40 at Page 233, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

6. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof, affecting a portion of said property, granted to Matanuska Telephone Association, Inc., recorded on February 26, 1976, in Book 83 at page 755, 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, affecting a portion of said property, granted to Matanuska Electric Association, Inc., recorded on February 16, 1979, in Book 380 at Page 126, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

8. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof, affecting a portion of said property, granted to Matanuska Electric Association, Inc., recorded on June 5, 1985, in Book 1276 at Page 459, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

9. Terms, conditions and provisions of that certain State of Alaska, Water Rights Permit and Certificate of Appropriation, as recorded June 18, 2004 as Serial No. 2004-044719-0, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

10. Resolution No. 2004-124, including terms and provisions thereof, levying assessments for the payment of the The Sewer Special Improvements Within Levy-Upon-Connection, recorded July 7, 2004, as Serial No. 2004-050033-0 and re-recorded August 13, 2004 as Serial No. 2004-060778-0, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

11. Municipality of Anchorage Platting Authority Resolution No. 2007-003, including terms and provisions thereof, to the record of which reference is hereby made regarding a Resolution approving the vacation (elimination) of the 33 foot Section Line easement and a 20 foot Screening Easement, recorded on April 29, 2010 as Serial No. 2010-019556-0, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

12. Slope easements, as dedicated and reserved on the plat of Gamble Subdivision, Plat No. 2010-33, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

13. Easement(s) as delineated on the plat of Gamble Subdivision, Plat No. 2010-33, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

14. Covenants and notes as shown on the plat of Gamble Subdivision, Plat No. 2010-33, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

15. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof, affecting a blanket easement, granted to Matanuska Telephone Association, Inc., recorded on August 10, 2010 as Serial No. 2010-038671-0, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

16. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof, affecting a blanket easement, granted to Chugach Electric Association, Inc., recorded on March 30, 2018 as Serial No. 2018-0113680-0, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

SCHEDULE A-2
TABLE OF INTERESTS

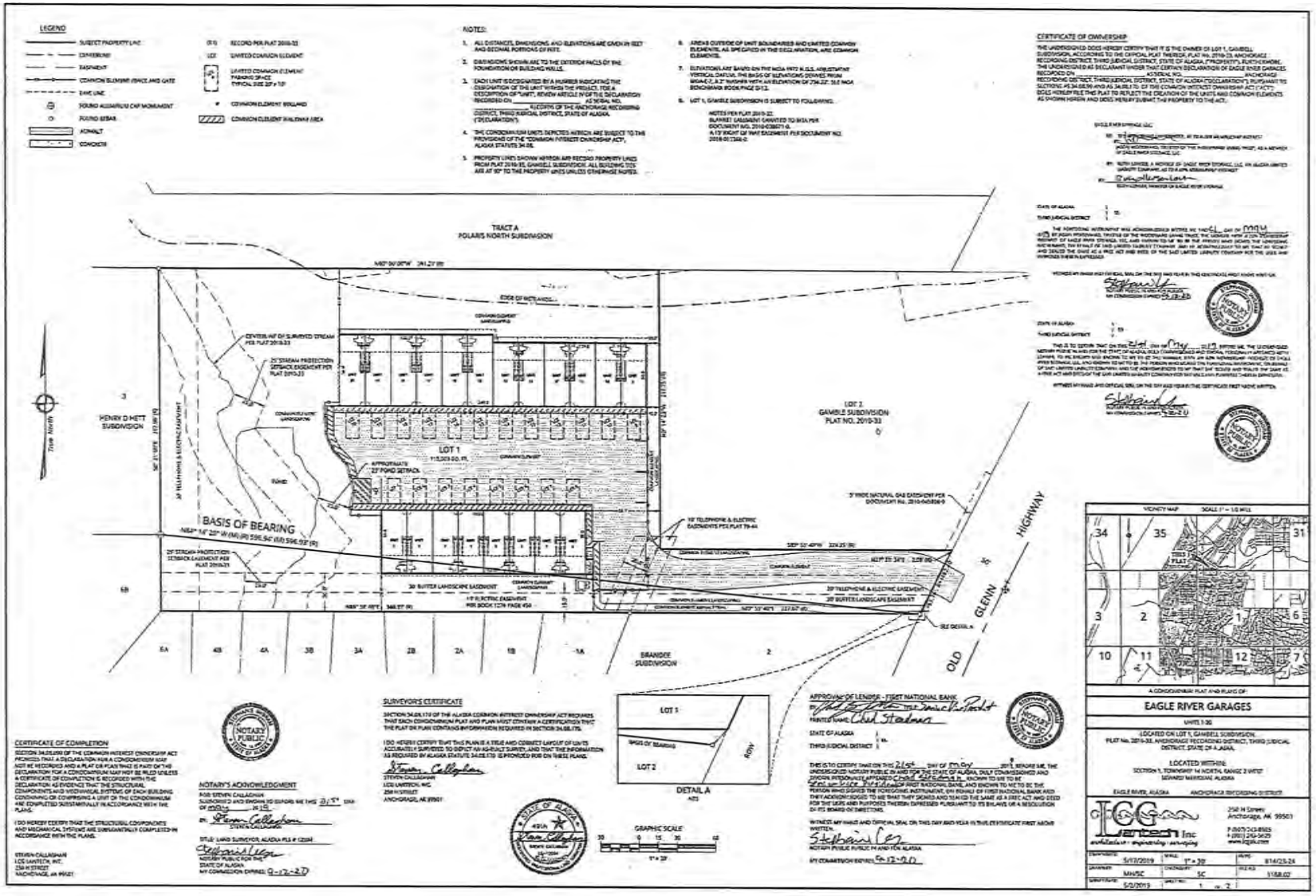
Unit No.	Unit Square Footage	Loft Square Footage	Total Square Footage (Unit and Loft)	Percentage Interest in Common Elements & Liability for Common Expenses*	Limited Common Elements Parking Spaces	Vote in the Affairs of the Association
1	934	254	1188	4.74%	P-1	1
2	954	259	1213	4.84%	P-2	1
3	954	259	1213	4.84%	P-3	1
4	954	259	1213	4.84%	P-4	1
5	954	259	1213	4.84%	P-5	1
6	954	259	1213	4.84%	P-6	1
7	954	259	1213	4.84%	P-7	1
8	944	257	1201	4.80%	P-8	1
9	934	254	1188	4.74%	P-9	1
10	954	259	1213	4.84%	P-10	1
11	954	259	1213	4.84%	P-11	1
12	954	259	1213	4.84%	P-12	1
13	954	259	1213	4.84%	P-13	1
14	954	259	1213	4.84%	P-14	1
15	1,071	259	1330	5.43%	P-15	1
16	1,071	259	1330	5.43%	P-16	1
17	1,071	259	1330	5.43%	P-17	1
18	1,071	259	1330	5.43%	P-18	1
19	1,071	259	1330	5.43%	P-19	1
20	1,049	254	1303	5.32%	P-20	1
Totals: 20 Units	**19,710 Square Feet**	**5,163 Square Feet**	**24,873 Square Feet**	**100%**		**20 Votes**

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

SCHEDULE A-3
PLAT AND PLANS

Plat Number: 2019-43

Plat Serial Number: 2019-016601-0



CERTIFICATE OF OWNERSHIP

THE UNDERSIGNED DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOT 1, GAMBELL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, PLAT No. 2010-33, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA ("PROPERTY"). FURTHERMORE, THE UNDERSIGNED AS DECLARANT UNDER THAT CERTAIN DECLARATION OF EAGLE RIVER GARAGES RECORDED ON _____ AS SERIAL NO. _____ ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA ("DECLARATION"), PURSUANT TO SECTIONS 34.08.090 AND AS SUBJECT TO OF THE COMMON INTEREST OWNERSHIP ACT ("ACT"), DOES HEREBY FILE THIS PLAT TO REFLECT THE CREATION OF THE UNITS AND COMMON ELEMENTS AS SHOWN HEREON AND DOES HEREBY SUBMIT THE PROPERTY TO THE ACT.

EAGLE RIVER STORAGE, LLC

BY: _____ ITS: MANAGER

NOTE REGARDING TITLE OF THE INDIVIDUAL SIGNING THIS PLAT, AS A MEMBER OF EAGLE RIVER STORAGE, LLC

BY: NOTE: UNDER A MEMBER OF EAGLE RIVER STORAGE, LLC, AN ALASKA LIMITED LIABILITY COMPANY, AS TO A 50% OWNERSHIP INTEREST

BY: _____ NOTARY PUBLIC, MANAGER OF EAGLE RIVER STORAGE

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21st DAY OF May 2019 BY ROBERT HERNANDEZ, TITLE OF THE INDIVIDUAL SIGNING THIS PLAT, AS A MEMBER OF EAGLE RIVER STORAGE, LLC, AND KNOWN TO ME TO BE THE PERSON WHO SIGNED THE LANDOWNER AND HE ACKNOWLEDGED TO ME THAT HE SIGNED THE LANDOWNER AND HE/SHE, ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND AS A LEGAL REPRESENTATIVE TO ME THAT HE SIGNED AND SEALED THE SAME AS A FREE ACT AND DEED OF THE SAID LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN EXPRESSED.

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 9-12-20

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY THAT ON THIS 21st DAY OF May 2019 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND OFFICIAL PERSONALLY APPEARED WITH LOANS, TO ME KNOWN AND KNOWN TO ME TO BE THE MANAGER, STATE OF ALASKA, NATIONALBANK, INCORPORATED OF CHICAGO AREA BUSINESS LLC, AND KNOWN TO ME TO BE THE PERSON WHO SIGNED THE FOREGOING INSTRUMENT, ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND THE ACKNOWLEDGED TO ME THAT THE SIGNED AND SEALED THE SAME AS A FREE ACT AND DEED OF THE SAID LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN EXPRESSED.

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 9-12-20

APPROVAL OF LENDER - FIRST NATIONAL BANK

BY: _____ ITS: Vice President

PRINTED NAME: Chad Stadman

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY THAT ON THIS 21st DAY OF May 2019, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED Chad Stadman, KNOWN TO ME TO BE THE PERSON WHO SIGNED THE FOREGOING INSTRUMENT, FIRST NATIONAL BANK, AND KNOWN TO ME TO BE THE PERSON WHO SIGNED THE FOREGOING INSTRUMENT, ON BEHALF OF FIRST NATIONAL BANK AND THEY ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME AS A FREE ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED PURSUANT TO ITS BYLAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS.

WITNESS MY HAND AND OFFICIAL SEAL ON THIS DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR ALASKA

MY COMMISSION EXPIRES 9-12-20

SURVEYOR'S CERTIFICATE

SECTION 34.08.170 OF THE ALASKA COMMON INTEREST OWNERSHIP ACT REQUIRES THAT EACH CONDOMINIUM PLAT AND PLAN MUST CONTAIN A CERTIFICATION THAT THE PLAT OR PLAN CONTAINS INFORMATION REQUIRED IN SECTION 34.08.170.

I DO HEREBY CERTIFY THAT THIS PLAN IS A TRUE AND CORRECT LAYOUT OF UNITS ACCURATELY SURVEYED TO DEPICT AN AS-BUILT SURVEY, AND THAT THE INFORMATION AS REQUIRED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THESE PLANS.

STEVEN CALLAGHAN
ICG LANTECH, INC.
2502 N STREET
ANCHORAGE, AK 99503

STATE OF ALASKA
49TH
STEVEN CALLAGHAN
12-7-2021

NOTARY'S ACKNOWLEDGMENT

FOR: STEVEN CALLAGHAN
SUBSCRIBED AND SWORN TO BEFORE ME THIS 31st DAY OF May 2019

BY: _____
STEVEN CALLAGHAN

TITLE: LAND SURVEYOR, ALASKA PLS # 12084

NOTARY PUBLIC FOR THE STATE OF ALASKA
MY COMMISSION EXPIRES: 9-12-20

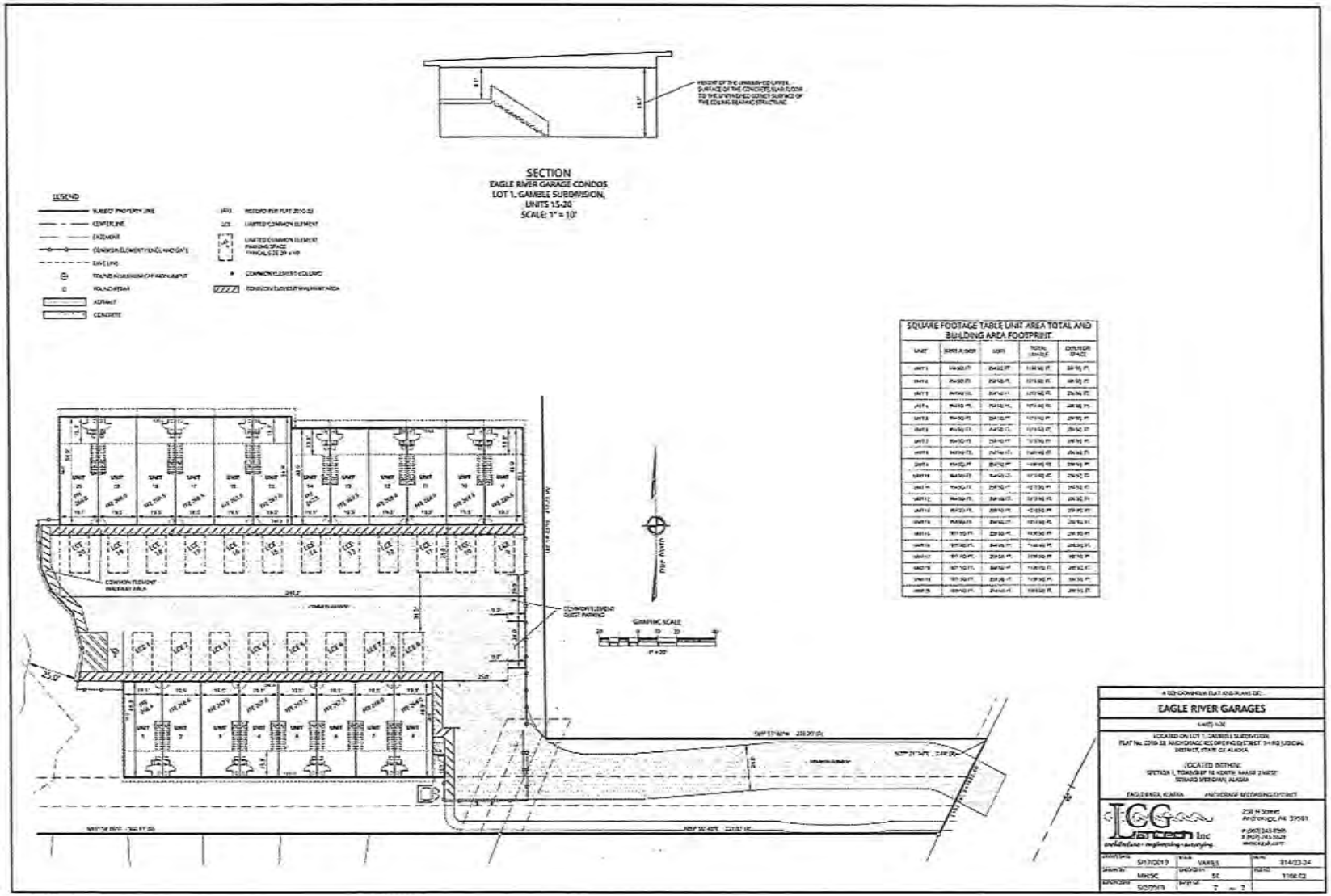
NOTARY PUBLIC
STATE OF ALASKA

CERTIFICATE OF COMPLETION

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

I DO HEREBY CERTIFY THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH THE PLANS.

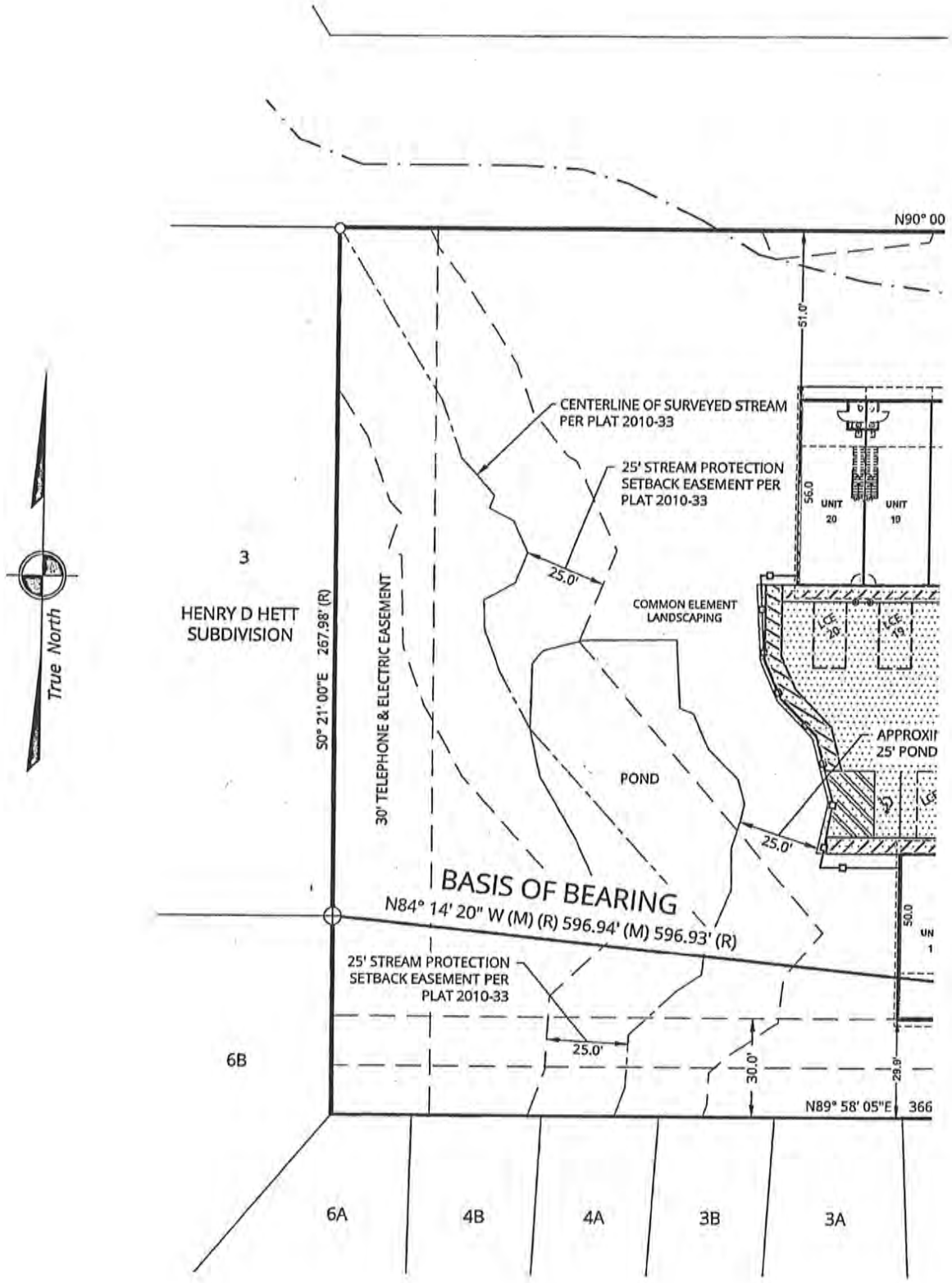
STEVEN CALLAGHAN
ICG LANTECH, INC.
2502 N STREET
ANCHORAGE, AK 99503


SECTION
EAGLE RIVER GARAGE CONDOS
LOT 1, GAMBLE SUBDIVISION,
UNITS 15-20
SCALE: 1" = 10'
LEGEND
SQUARE FOOTAGE TABLE UNIT AREA TOTAL AND BUILDING AREA FOOTPRINT
GRAPHIC SCALE
EAGLE RIVER GARAGES
LOCATED ON LOT 1, GAMBLE SUBDIVISION
LOCATED WITHIN:
ICG Lantech Inc
5/17/2019
MHSC
VARIES
SC
814/23-24
5/2/2019
2 of 2

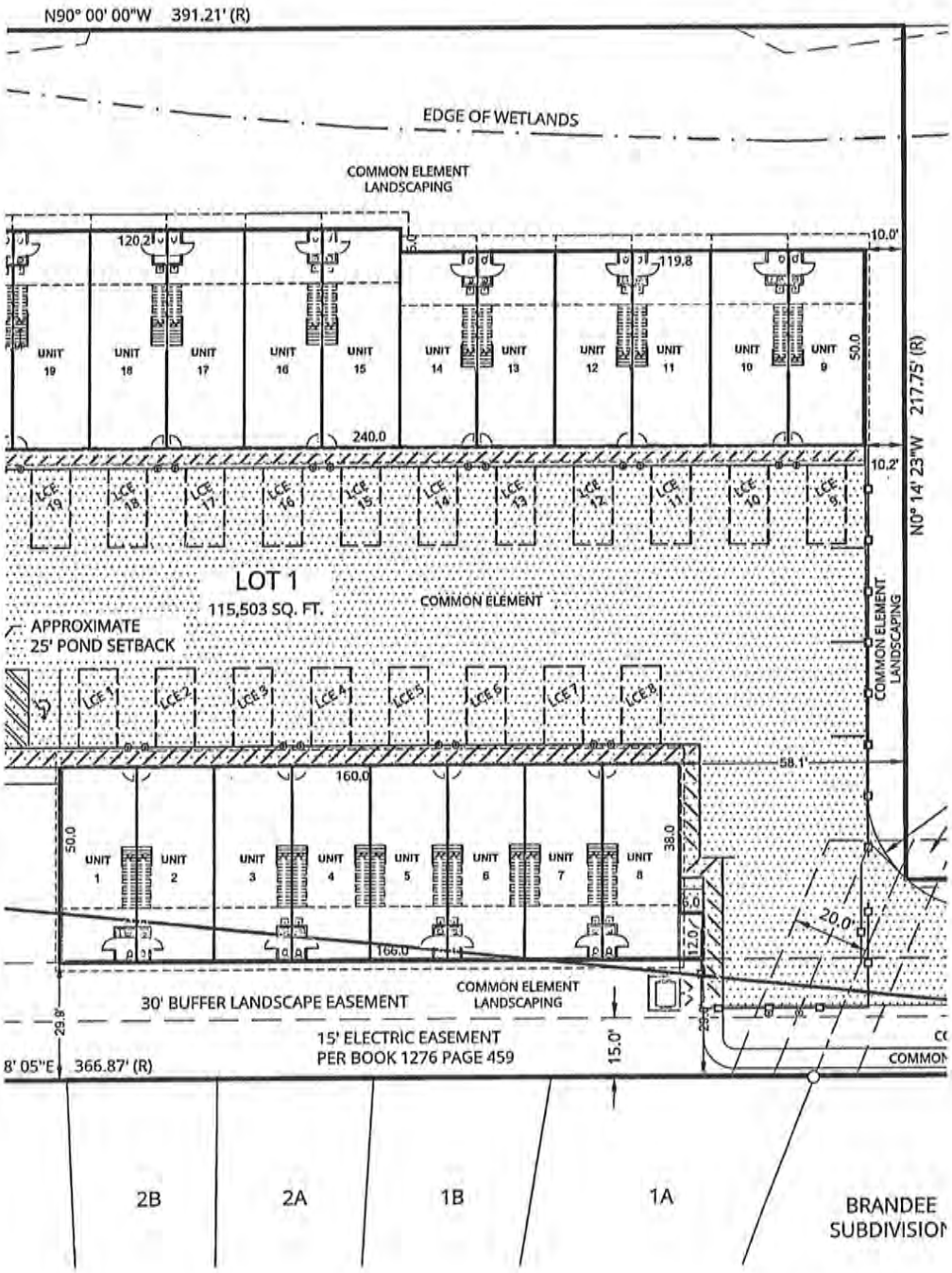
THE FOLLOWING PAGES ARE ENLARGEMENTS OF **PAGE 1** OF THE PLAT

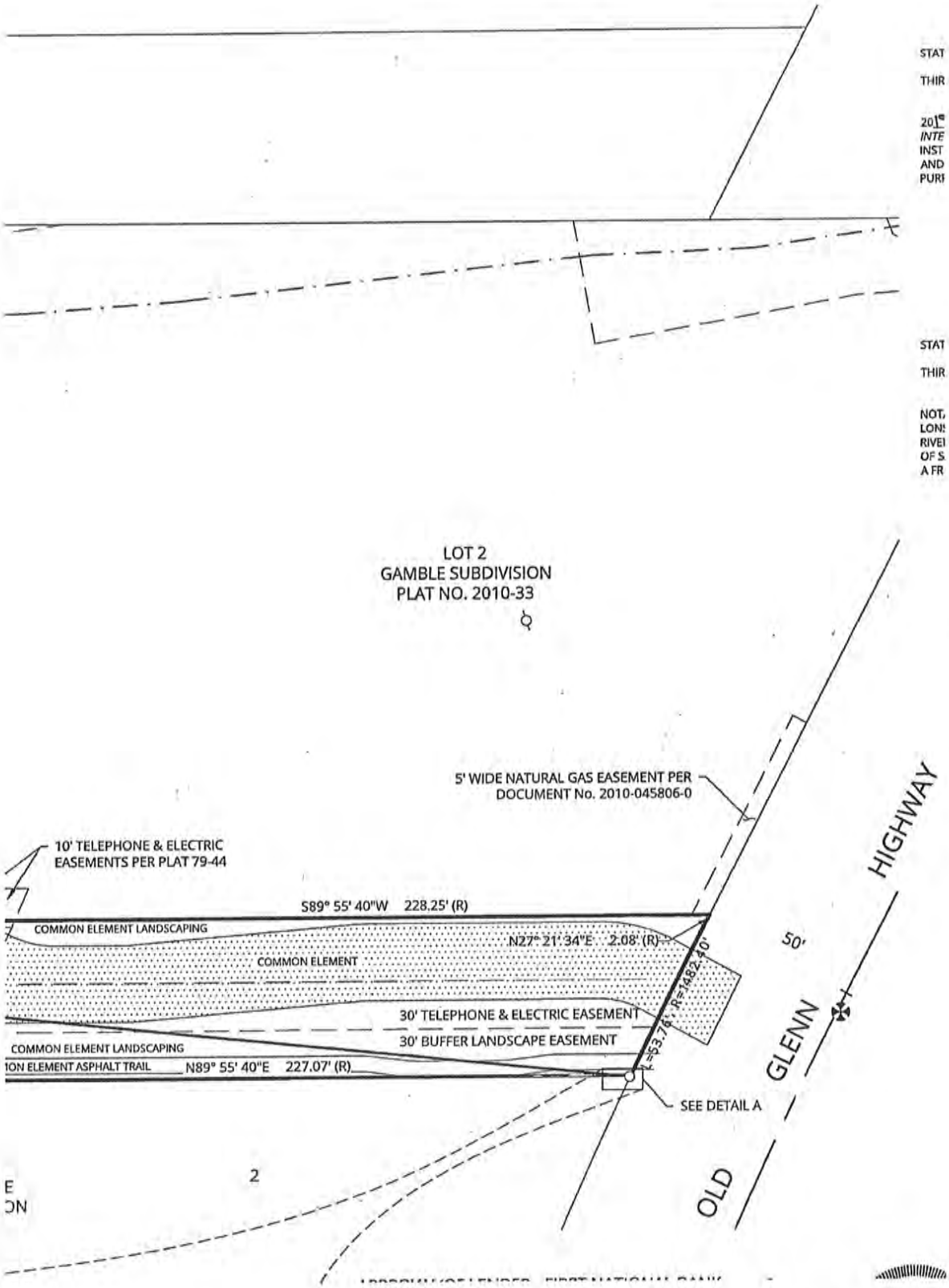
LEGEND

SUBJECT PROPERTY LINE	
CENTERLINE	
EASEMENT	
COMMON ELEMENT FENCE AND GATE	
EAVE LINE	
FOUND ALUMINUM CAP MONUMENT	
FOUND REBAR	
ASPHALT	
CONCRETE	
(R1)	RECORD PER PLAT 2010-33
LCE	LIMITED COMMON ELEMENT
LCE #	LIMITED COMMON ELEMENT PARKING SPACE TYPICAL SIZE 20' x 10'
	COMMON ELEMENT BOLLARD
	COMMON ELEMENT WALKWAY AREA


N90° 00
51.0'
CENTERLINE OF SURVEYED STREAM
PER PLAT 2010-33
25' STREAM PROTECTION
SETBACK EASEMENT PER
PLAT 2010-33
56.0
UNIT
20
UNIT
19
3
HENRY D HETT
SUBDIVISION
25.0'
COMMON ELEMENT
LANDSCAPING
LCE
20
LCE
19
S 50° 21' 00"E 267.98' (R)
30' TELEPHONE & ELECTRIC EASEMENT
APPROXI
25' POND
POND
25.0'
BASIS OF BEARING
N84° 14' 20" W (M) (R) 596.94' (M) 596.93' (R)
50.0
25' STREAM PROTECTION
SETBACK EASEMENT PER
PLAT 2010-33
25.0'
6B
30.0'
29.9'
N89° 58' 05"E
366
True North
6A
4B
4A
3B
3A

TRACT A
POLARIS NORTH SUBDIVISION




STAT
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AND
PURI
STAT
THIR
NOT
LON
RIVE
OF S
A FR
LOT 2
GAMBLE SUBDIVISION
PLAT NO. 2010-33
5' WIDE NATURAL GAS EASEMENT PER
DOCUMENT No. 2010-045806-0
10' TELEPHONE & ELECTRIC
EASEMENTS PER PLAT 79-44
S89° 55' 40"W 228.25' (R)
COMMON ELEMENT LANDSCAPING
N27° 21' 34"E 2.08' (R)
COMMON ELEMENT
L=53.74' R=1482.40'
50'
30' TELEPHONE & ELECTRIC EASEMENT
30' BUFFER LANDSCAPE EASEMENT
COMMON ELEMENT LANDSCAPING
ION ELEMENT ASPHALT TRAIL
N89° 55' 40"E 227.07' (R)
SEE DETAIL A
HIGHWAY
GLENN
OLD
2
E
ON

NOTES:

1. ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND DECIMAL PORTIONS OF FEET.

2. DIMENSIONS SHOWN ARE TO THE EXTERIOR FACES OF THE FOUNDATION OR BUILDING WALLS.

3. EACH UNIT IS DESIGNATED BY A NUMBER INDICATING THE DESIGNATION OF THE UNIT WITHIN THE PROJECT. FOR A DESCRIPTION OF "UNIT", REVIEW ARTICLE IV OF THE DECLARATION RECORDED ON _____ AS SERIAL NO. _____, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, ("DECLARATION").

4. THE CONDOMINIUM UNITS DEPICTED HEREON ARE SUBJECT TO THE PROVISIONS OF THE "COMMON INTEREST OWNERSHIP ACT", ALASKA STATUTE 34.08.

5. PROPERTY LINES SHOWN HEREON ARE RECORD PROPERTY LINES FROM PLAT 2010-33, GAMBELL SUBDIVISION. ALL BUILDING TIES ARE AT 90° TO THE PROPERTY LINES UNLESS OTHERWISE NOTED.

6. AREAS OUTSIDE OF UNIT BOUNDARIES AND LIMITED COMMON ELEMENTS, AS SPECIFIED IN THE DECLARATION, ARE COMMON ELEMENTS.

7. ELEVATIONS ARE BASED ON THE MOA 1972 N.G.S. ADJUSTMENT VERTICAL DATUM. THE BASIS OF ELEVATIONS DERIVES FROM MOA-E-7, A 2" WASHER WITH AN ELEVATION OF 298.22'. SEE MOA BENCHMARK BOOK PAGE D-12.

8. LOT 1, GAMBLE SUBDIVISION IS SUBJECT TO FOLLOWING:

   NOTES PER PLAT 2010-33.
   BLANKET EASEMENT GRANTED TO MTA PER DOCUMENT NO. 2010-038671-0.
   A 15' RIGHT OF WAY EASEMENT PER DOCUMENT NO. 2018-011368-0.

CERTIFICATE OF OWNERSHIP

THE UNDERSIGNED DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOT 1, GAMBELL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, PLAT No. 2010-33, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, ("PROPERTY"). FURTHERMORE, THE UNDERSIGNED AS DECLARANT UNDER THAT CERTAIN DECLARATION OF EAGLE RIVER GARAGES RECORDED ON _____ AS SERIAL NO. _____ ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA ("DECLARATION"), PURSUANT TO SECTIONS AS 34.08.90 AND AS 34.08.170 OF THE COMMON INTEREST OWNERSHIP ACT ("ACT") DOES HEREBY FILE THIS PLAT TO REFLECT THE CREATION OF THE UNITS AND COMMON ELEMENTS AS SHOWN HEREIN AND DOES HEREBY SUBMIT THE PROPERTY TO THE ACT.

EAGLE RIVER STORAGE, LLC,

BY: THE WOODWARD LIVING TRUST, *AS TO A 20% MEMBERSHIP INTEREST*
BY: _____
JASON WOODWARD, TRUSTEE OF THE WOODWARD LIVING TRUST; AS A MEMBER OF EAGLE RIVER STORAGE, LLC

BY: RUTH LONSER, A MEMBER OF EAGLE RIVER STORAGE, LLC, AN ALASKA LIMITED LIABILITY COMPANY, *AS TO A 80% MEMBERSHIP INTEREST*

BY: Ruth Alerson-Lonser
RUTH LONSER, MEMBER OF EAGLE RIVER STORAGE

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21 DAY OF May, 2019 BY JASON WOODWARD, TRUSTEE OF THE WOODWARD LIVING TRUST, THE MEMBER *WITH A 20% MEMBERSHIP INTEREST* OF EAGLE RIVER STORAGE, 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 LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL ON THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Stephanie
NOTARY PUBLIC IN AND FOR ALASKA
MY COMMISSION EXPIRES: 9-12-20

STEPHANIE INGRAM
My Commission Expires
NOTARY PUBLIC
Sept. 12, 2020
STATE OF ALASKA

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT ON THIS 21st DAY OF May, 2019, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED RUTH LONSER, TO ME KNOWN AND KNOWN TO ME TO BE THE MEMBER, *WITH AN 80% MEMBERSHIP INTEREST*, OF EAGLE RIVER STORAGE, LLC, AND KNOWN TO ME TO BE THE PERSON WHO SIGNED THE FOREGOING INSTRUMENT, ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND SHE ACKNOWLEDGED TO ME THAT SHE SIGNED AND SEALED THE SAME AS A FREE ACT AND DEED OF THE SAID LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL ON THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Stephanie
NOTARY PUBLIC IN AND FOR ALASKA
MY COMMISSION EXPIRES: 9-12-20

STEPHANIE INGRAM
My Commission Expires
NOTARY PUBLIC
Sept. 12, 2020
STATE OF ALASKA

CERTIFICATE OF COMPLETION

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

I DO HEREBY CERTIFY THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH THE PLANS.

STEVEN CALLAGHAN
LCG LANTECH, INC.
250 H STREET
ANCHORAGE, AK 99501

STEPHANIE INGRAM
My Commission Expires
NOTARY PUBLIC
Sept. 12, 2020
STATE OF ALASKA

NOTARY'S ACKNOWLEDGMENT

FOR: STEVEN CALLAGHAN
SUBSCRIBED AND SWORN TO BEFORE ME THIS 21st DAY OF May, 2019.

BY: Steven Callaghan
STEVEN CALLAGHAN

TITLE: LAND SURVEYOR, ALASKA PLS # 12034

Stephanie Ingram
NOTARY PUBLIC FOR THE
STATE OF ALASKA
MY COMMISSION EXPIRES: 9-12-20

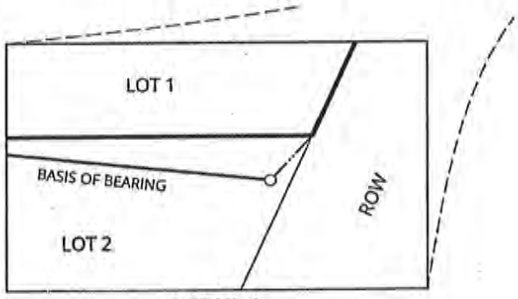
SURVEYOR'S CERTIFICATE

SECTION 34.08.170 OF THE ALASKA COMMON INTEREST OWNERSHIP ACT REQUIRES THAT EACH CONDOMINIUM PLAT AND PLAN MUST CONTAIN A CERTIFICATION THAT THE PLAT OR PLAN CONTAINS INFORMATION REQUIRED IN SECTION 34.08.170.

I DO HEREBY CERTIFY THAT THIS PLAN IS A TRUE AND CORRECT LAYOUT OF UNITS ACCURATELY SURVEYED TO DEPICT AN AS-BUILT SURVEY, AND THAT THE INFORMATION AS REQUIRED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THESE PLANS.

Steven Callaghan

STEVEN CALLAGHAN
LCG LANTECH, INC.
250 H STREET
ANCHORAGE, AK 99501



DETAIL A
NTS

STATE OF ALASKA
49th
Steven Callaghan
STEVEN CALLAGHAN
LS-12034
5/21/2019
REGISTERED PROFESSIONAL LAND SURVEYOR

GRAPHIC SCALE

30 0 15 30 60

1" = 30'

APPROVAL OF LENDER - FIRST NATIONAL BANK

BY: [signature] TITLE: Senior Vice President

PRINTED NAME: Chad Steadman

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

STEPHANIE INGRAM
My Commission Expires
NOTARY PUBLIC
Sept. 12, 2020
STATE OF ALASKA

THIS IS TO CERTIFY THAT ON THIS 21st DAY OF May, 2019, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED Chad Steadman KNOWN TO ME TO BE Senior Vice President OF FIRST NATIONAL BANK, AND KNOWN TO ME TO BE THE PERSON WHO SIGNED THE FOREGOING INSTRUMENT, ON BEHALF OF FIRST NATIONAL BANK AND THEY ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME AS A FREE ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED PURSUANT TO ITS BYLAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS.

WITNESS MY HAND AND OFFICIAL SEAL ON THIS DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Stephanie Ingram

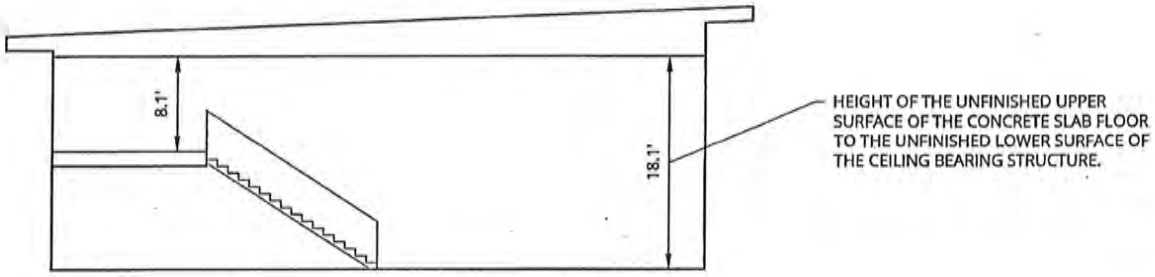
NOTARY PUBLIC PUBLIC IN AND FOR ALASKA

MY COMMISSION EXPIRES 9-12-20

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

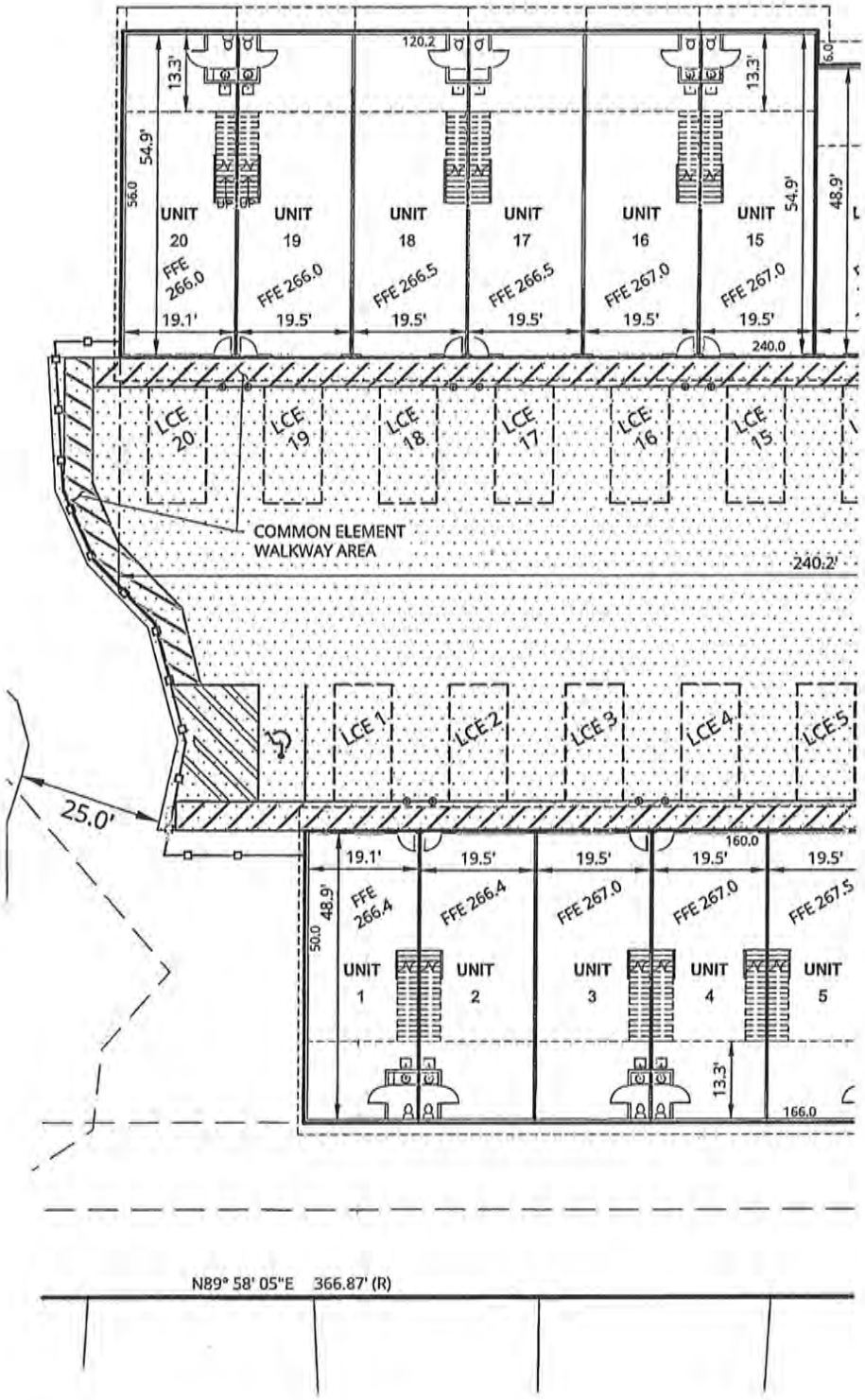
LEGEND

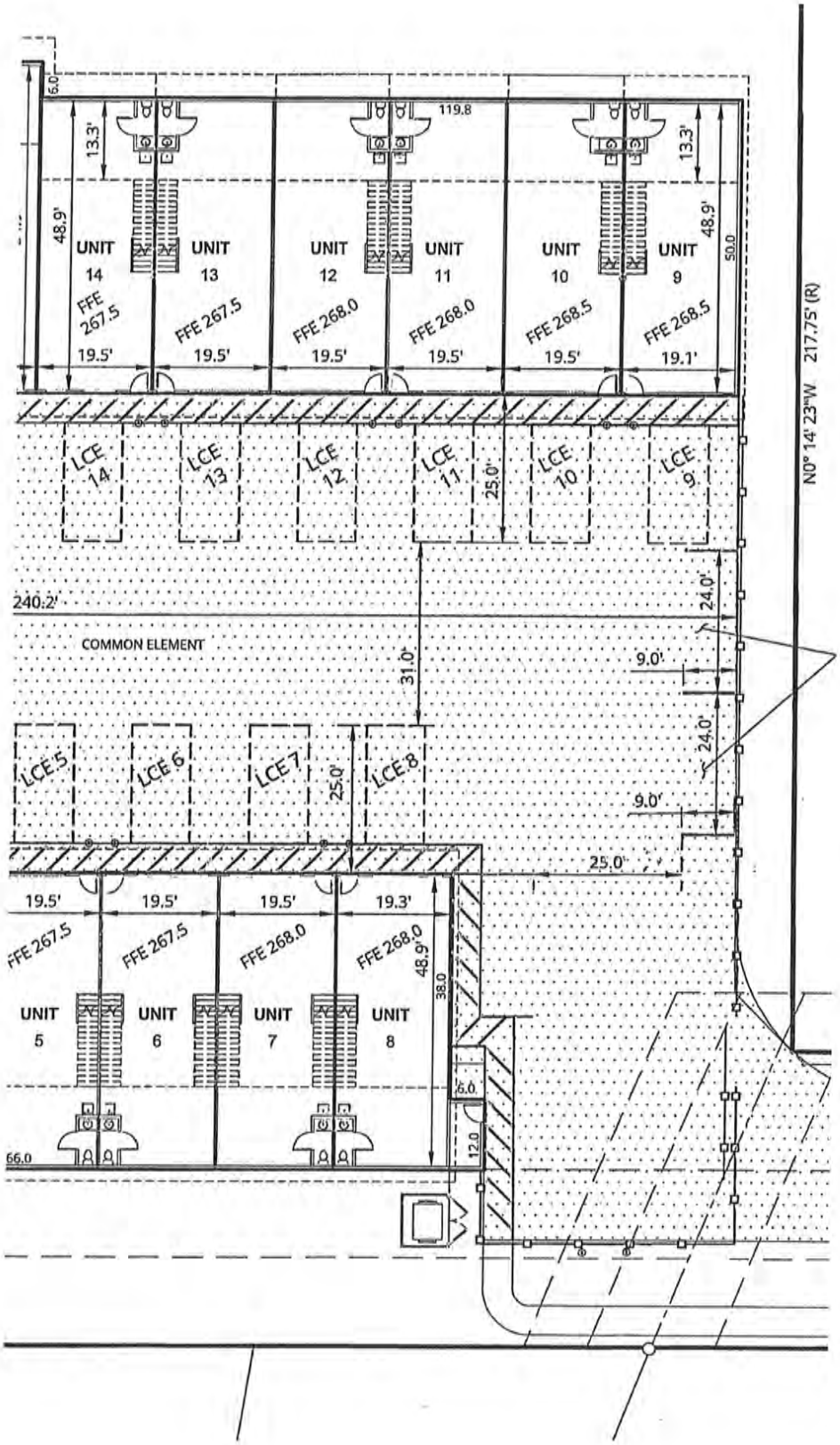
	SUBJECT PROPERTY LINE	(R1)	RECORD PER PLAT 2010-33
	CENTERLINE	LCE	LIMITED COMMON ELEMENT
	EASEMENT	LCE #	LIMITED COMMON ELEMENT PARKING SPACE TYPICAL SIZE 20' x 10'
	COMMON ELEMENT FENCE AND GATE		
	EAVE LINE		
⊕	FOUND ALUMINUM CAP MONUMENT		COMMON ELEMENT BOLLARD
O	FOUND REBAR		COMMON ELEMENT WALKWAY AREA
	ASPHALT		
	CONCRETE		

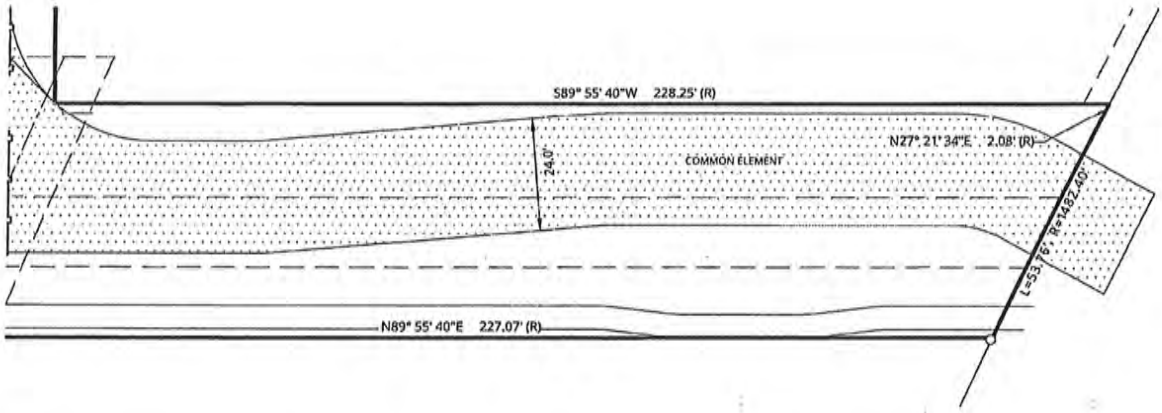


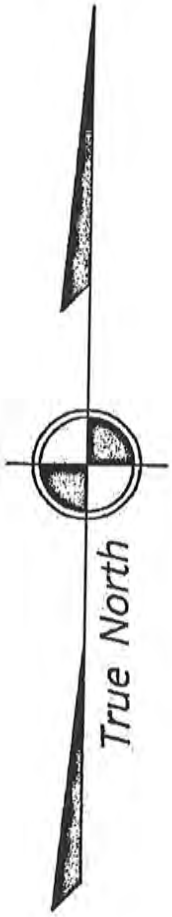
SECTION

EAGLE RIVER GARAGE CONDOS
LOT 1, GAMBLE SUBDIVISION,
UNITS 15-20
SCALE: 1" = 10'


UNIT 20
UNIT 19
UNIT 18
UNIT 17
UNIT 16
UNIT 15
FFE 266.0
FFE 266.0
FFE 266.5
FFE 266.5
FFE 267.0
FFE 267.0
19.1'
19.5'
19.5'
19.5'
19.5'
19.5'
240.0
LCE 20
LCE 19
LCE 18
LCE 17
LCE 16
LCE 15
COMMON ELEMENT
WALKWAY AREA
240.2'
LCE 1
LCE 2
LCE 3
LCE 4
LCE 5
25.0'
160.0
19.1'
19.5'
19.5'
19.5'
19.5'
FFE 266.4
FFE 266.4
FFE 267.0
FFE 267.0
FFE 267.5
UNIT 1
UNIT 2
UNIT 3
UNIT 4
UNIT 5
166.0
N89° 58' 05"E 366.87' (R)

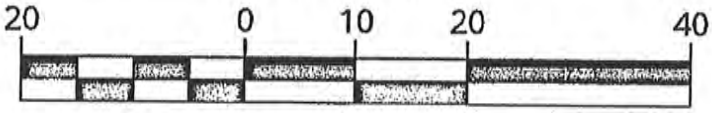

UNIT 14
UNIT 13
UNIT 12
UNIT 11
UNIT 10
UNIT 9
UNIT 5
UNIT 6
UNIT 7
UNIT 8
FFE 267.5
FFE 268.0
FFE 268.5
19.5'
19.1'
19.3'
13.3'
48.9'
50.0
119.8
6.0'
LCE 14
LCE 13
LCE 12
LCE 11
LCE 10
LCE 9
LCE 5
LCE 6
LCE 7
LCE 8
25.0'
31.0'
24.0'
9.0'
240.2'
COMMON ELEMENT
38.0
12.0
66.0
N0° 14' 23"W 217.75' (R)


S89° 55' 40"W 228.25' (R)
24.0'
COMMON ELEMENT
N27° 21' 34"E 2.08' (R)
L=53.6' R=1482.40'
N89° 55' 40"E 227.07' (R)



COMMON ELEMENT
GUEST PARKING

GRAPHIC SCALE



1" = 20'

SQUARE FOOTAGE TABLE UNIT AREA TOTAL AND BUILDING AREA FOOTPRINT				
UNIT	FIRST FLOOR	LOFT	TOTAL LIVABLE	EXTERIOR SPACE
UNIT 1	934 SQ. FT.	254 SQ. FT.	1188 SQ. FT.	200 SQ. FT.
UNIT 2	954 SQ. FT.	259 SQ. FT.	1213 SQ. FT.	200 SQ. FT.
UNIT 3	954 SQ. FT.	259 SQ. FT.	1213 SQ. FT.	200 SQ. FT.
UNIT 4	954 SQ. FT.	259 SQ. FT.	1213 SQ. FT.	200 SQ. FT.
UNIT 5	954 SQ. FT.	259 SQ. FT.	1213 SQ. FT.	200 SQ. FT.
UNIT 6	954 SQ. FT.	259 SQ. FT.	1213 SQ. FT.	200 SQ. FT.
UNIT 7	954 SQ. FT.	259 SQ. FT.	1213 SQ. FT.	200 SQ. FT.
UNIT 8	944 SQ. FT.	257 SQ. FT.	1201 SQ. FT.	200 SQ. FT.
UNIT 9	934 SQ. FT.	254 SQ. FT.	1188 SQ. FT.	200 SQ. FT.
UNIT 10	954 SQ. FT.	259 SQ. FT.	1213 SQ. FT.	200 SQ. FT.
UNIT 11	954 SQ. FT.	259 SQ. FT.	1213 SQ. FT.	200 SQ. FT.
UNIT 12	954 SQ. FT.	259 SQ. FT.	1213 SQ. FT.	200 SQ. FT.
UNIT 13	954 SQ. FT.	259 SQ. FT.	1213 SQ. FT.	200 SQ. FT.
UNIT 14	954 SQ. FT.	259 SQ. FT.	1213 SQ. FT.	200 SQ. FT.
UNIT 15	1071 SQ. FT.	259 SQ. FT.	1130 SQ. FT.	200 SQ. FT.
UNIT 16	1071 SQ. FT.	259 SQ. FT.	1130 SQ. FT.	200 SQ. FT.
UNIT 17	1071 SQ. FT.	259 SQ. FT.	1130 SQ. FT.	200 SQ. FT.
UNIT 18	1071 SQ. FT.	259 SQ. FT.	1130 SQ. FT.	200 SQ. FT.
UNIT 19	1071 SQ. FT.	259 SQ. FT.	1130 SQ. FT.	200 SQ. FT.
UNIT 20	1049 SQ. FT.	254 SQ. FT.	1303 SQ. FT.	200 SQ. FT.

A CONDOMINIUM PLAT AND PLANS OF:

EAGLE RIVER GARAGES

UNITS 1-20

LOCATED ON LOT 1, GAMBELL SUBDIVISION,
PLAT No. 2010-33, ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

LOCATED WITHIN:
SECTION 1, TOWNSHIP 14 NORTH, RANGE 2 WEST
SEWARD MERIDIAN, ALASKA

EAGLE RIVER, ALASKA ANCHORAGE RECORDING DISTRICT

LCG Lantech Inc
architecture · engineering · surveying

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DRAWN DATE: 5/17/2019	SCALE: VARIES	FB/PG 814/23-24
DRAWN BY: MH/SC	CHECKED BY: SC	FILE NO. 1168.02
SURVEY DATE: 5/2/2019	SHEET NO. 2 OF 2	