

2004-007604-0

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DECLARATION

FOR

MOUNTAIN ROSE ESTATES SOLDOTNA

CONDOMINIUMS

(Housing for Older Persons)

Return to
Rosemont Inc
PO Box 4591
Palmer AK 99645-4591

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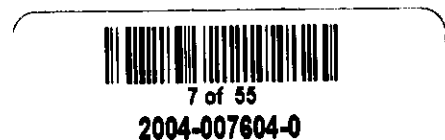


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Exhibits to Declaration

- Exhibit 1 - Unit Descriptions
- Exhibit 2 - Table of Allocated Interests
- Exhibit 3 - Development Plan
- Exhibit 4 - Recorded Easements and Licenses



DECLARATION

FOR

**MOUNTAIN ROSE ESTATES SOLDOTNA
CONDOMINIUMS**

Preamble

Rosemont, Inc., owns property in Soldotna, Alaska, described as:

Tracts 1 and 2, Mountain Rose Estates No. 2, according to
Plat No. 2004-43, Kenai Recording District, Third Judicial
District, State of Alaska.

Rosemont, Inc., referred to herein as "Declarant", hereby submits the above-described property, to the provisions of AS 34.08, the Uniform Common Interest Ownership Act, for the purpose of creating the MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS. The Units created by this Declaration and shown on the as-built survey map and floor plans filed under Plat No. 2004-46 shall be held and conveyed subject to the following terms, covenants, conditions and restrictions.

MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS is an age-restricted common interest community, as permitted by the Federal Fair Housing Act and the Housing for Older Persons Act (collectively FFHA). Unit Owners and residents are required to supply to the MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUM ASSOCIATION surveys and affidavits as required by the Documents, in order to document age and establish compliance with 42 USC §3607 of the FFHA which provides for the creation of housing for older persons. (See Article X.)

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, 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 IX of this Declaration and shown on Exhibit 2.

Section 1.3 - Association. MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUM ASSOCIATION, a non-profit corporation organized under Chapter 10.20 of the statutes of the State of Alaska. It is the Association of Unit Owners pursuant to Section 34.08.310 of the Act.

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

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

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

- (a) Expenses of 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 subject to the Declaration for Mountain Rose Estates Soldotna Condominiums.

Section 1.8 - Condominium. A Common Interest Community in which portions of the real estate are designated for separate ownership, the remainder of the real estate is designated for common ownership solely by the owners of those portions, and the undivided interests in the Common Elements are vested in the Unit Owners.



Section 1.9 - Declarant. A person or a group of persons acting in concert who, as part of a common promotional plan, offer to dispose of its interest in a unit not previously disposed of, or who reserves or succeeds to a special declarant right; in this case, Rosemont, Inc.

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

Section 1.11 - Development Rights. The rights reserved by the Declarant Under Article VIII of this Declaration to create Units, Common Elements and Limited Common Elements within the Common Interest Community.

Section 1.12 - Director. A member of the Executive Board.

Section 1.13 - Documents. The Declaration, Plat and Plans which have been recorded and filed, the Bylaws, and the Rules, if any, as they may be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document.

Section 1.14 - Eligible Insurer. An insurer or guarantor of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Insurer be given the notices and other rights described in Article XVI hereof.

Section 1.15 - Eligible Mortgagee. The holder of a first Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVI hereof.

Section 1.16 - Executive Board. The Board of Directors of the Association.

Section 1.17 - FFHA. The Federal Fair Housing Act, as amended by the Housing for Older Persons Act of 1995, as they may be amended, and any regulations promulgated pursuant thereto.

Section 1.18 - Floor Plans. Those floor plans filed with the survey map under Plat No. 2004- 46, Records of the Kenai Recording District, Third Judicial District, State of Alaska, as they may be amended from time to time.

Section 1.19 - Improvements. Any construction, structure, fixture or facility existing or to be constructed on the land included in the Common Interest Community including, but not limited to, buildings, trees and shrubbery planted by the Association, paving, utility wires, pipes, and light poles.



Section 1.20 - Limited Common Elements. The portion of the Common Elements allocated for the exclusive use of one 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 this Declaration.

Section 1.21 - Majority or Majority of Unit Owners. The Owners of more than 50% of the votes in the Association.

Section 1.22 - Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 1.23 - Notice and Comment. The right of Unit Owners 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 22.1 of this Declaration.

Section 1.24 - Notice and Hearing. The right of Unit Owners 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 22.2 of this Declaration.

Section 1.25 - Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.26 - Plans. The survey map and floor plans filed under Plat No. 2004-46, Records of the Kenai Recording District, Third Judicial District, State of Alaska, as they may be amended from time to time.

Section 1.27 - Plat. The plat of Mountain Rose Estates No. 2, Plat No. 2004-43, Kenai Recording District, Third Judicial District, State of Alaska, as it may be amended, which created the tracts submitted to this Declaration.

Section 1.28 - Property. The land and all Improvements, easements, rights and appurtenances which are subject to this Declaration.

Section 1.29 - Rules. Regulations for occupancy of the Units and use of the Common Elements and for the conduct of persons within the Common Interest Community, adopted by the Executive Board pursuant to this Declaration.

Section 1.30 - Security Interest. An interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by mortgage, deed of trust, trust deed, security



deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.31 - Special Declarant Rights. The rights, as defined in AS 34.08.990(30), reserved for the benefit of a Declarant to (A) complete improvements indicated on plats and plans filed with the Declaration; (B) exercise a Development Right; (C) maintain sales offices, management offices, models and signs advertising the Common Interest Community; (D) use easements through the Common Elements for the purpose of making improvements within the Common Interest Community; (E) make the Common Interest Community subject to a master association; (F) merge or consolidate a Common Interest Community with another Common Interest Community of the same form of ownership; or (G) appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control. Special Declarant Rights are described in Article VIII.

Section 1.32 - 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 1.33 - Unit. A physical portion of the Common Interest Community designated for separate ownership or occupancy, as shown on the development plan attached hereto as Exhibit 2, and the boundaries of which are described in Article IV of this Declaration.

Section 1.34 - Unit Owner. A Person, including the Declarant, who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation.

ARTICLE II - Name and Type of Common Interest Community and Association

Section 2.1 - Common Interest Community. The name of the Common Interest Community is MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS.

Section 2.2 - Association. The name of the Association is MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUM ASSOCIATION, a non-profit corporation organized under the laws of the State of Alaska.



ARTICLE III - Description of Land

The entire Common Interest Community is situated in Soldotna, Alaska, and is located on land described as:

Tracts 1 and 2, Mountain Rose Estates No. 2, according to Plat No. 2004-43, Kenai Recording District, Third Judicial District, State of Alaska.

ARTICLE IV - Maximum Number of Units; Description; Boundaries

Section 4.1 - Maximum Number of Units. At the time this Declaration is recorded, the Common Interest Community contains four (4) Units. The maximum number of units that may be created in Mountain Rose Estates Soldotna Condominiums is seventy-two (72). The four (4) Phase 1 Units are shown on the development plan attached hereto as Exhibit 3, and on the asbuilt survey and Floor Plans filed under Plat No. 2004- 46.

Section 4.2 - Description of Units. At the time this Declaration is recorded, all Units are built on a single-level and have two bedrooms, two bathrooms and an attached double-car garage. Six different floor plans are proposed for Mountain Rose Estates Soldotna Condominiums at the time this Declaration is recorded, but Declarant reserves the right to add to, or modify, the floor plans by amendment to the Declaration. The proposed floor plans are described in detail in Exhibit 1, and the Table of Allocated Interests, attached hereto as Exhibit 2, lists the model type for each Unit created.

Section 4.3 - Boundaries. Each Unit created by the Declaration is shown on the Floor Plans as a numbered Unit and the Unit boundaries are described as follows:

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

(b) **Lower Boundary:** The horizontal plane or planes of the finished surface of the concrete slab, where the structure is over a slab, and the finished surface of the floor, where it is over a crawl space, extended to an intersection with the vertical perimeter boundaries, and open horizontal unfinished surfaces of trim, sills, and structural components.

(c) **Vertical Perimeter Boundaries:** The planes defined by the inner surfaces of the studs and framing of the perimeter walls; the unfinished inner surfaces of poured concrete walls; the unfinished surfaces of the interior trim, fireplaces, and thresholds along perimeter walls and floors; the outer surfaces of closed windows and closed perimeter doors, except garage doors; and the innermost unfinished planes of all interior bearing



studs and framing of bearing walls, columns, bearing partitions, and partition walls between separate Units.

(d) Inclusions: Each Unit will include the spaces and Improvements lying within the boundaries described in Section 4.3 (a), (b), and (c) above, and will also include the spaces and the Improvements within such spaces containing any space heating, water heating and air conditioning apparatus, smoke detector systems and all electrical switches, wiring, pipes, ducts, conduits, 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 4.3, the following are excluded from each Unit: The spaces and Improvements lying outside of boundaries described in Section 4.3(a), (b) and (c) above; and all chutes, pipes, flues, ducts, wires, conduits, skylights and other facilities running through or within any interior wall or partition for the purpose of furnishing utility and similar services to other Units and Common Elements or both.

(f) Non-Contiguous Portions: Certain Units may include special portions, pieces, or equipment, such as water heaters, furnaces, meter boxes, or utility connection structures, portions of which may be situated in crawl spaces or in buildings or structures that are detached or semi-detached from the buildings containing the principal occupied portion of the Units. Such special equipment is a part of the Unit notwithstanding its non-contiguity with the residential portions.

(g) Inconsistency with Plans: If this definition is inconsistent with the plans, then this definition will control.

ARTICLE V - Common Elements and Limited Common Elements

Section 5.1 - Common Elements. The Common Elements include all of the land area within the Common Interest Community and any man-made Improvements not included in a Unit.

Section 5.2 - Limited Common Elements Depicted on Plans. The following portions of the Common Elements are Limited Common Elements assigned on the Plans to the Units for the exclusive use of the Unit Owners:

- (a) the yard area, including a concrete patio, designated on the Plans and labeled with that Unit's number;
- (b) walkways leading to each Unit's front door; and



- (c) the parking area in front of each Unit's garage.

Section 5.3 - Additional Limited Common Elements. In addition to the Limited Common Elements listed in Section 5.2, the following are also Limited Common Elements:

- (a) garage doors;
- (b) attics and crawl spaces;
- (c) a chute, flue, pipe, duct, wire, conduit, bearing wall, bearing column, or other fixture lying partially within and partially outside the designated boundaries of a Unit, that serves only the Unit, is allocated solely to that Unit, although any portion thereof serving more than one Unit or a portion of the Common Elements is a part of the Common Elements;
- (d) exterior doors, windows, screen doors, storm doors, storm windows, or other fixtures designed to serve a single Unit, that are located outside the boundaries of the Unit are Limited Common Elements allocated exclusively to the Unit, and their use is limited to that Unit; and
- (e) A chimney, the use of which is limited to the Unit in which its fireplace is located, is a Limited Common Element.

Section 5.4 - Reallocation of Limited Common Elements. Limited Common Elements may not be reallocated by Unit Owners.

ARTICLE VI - Conveyance or Encumbrance of Common Elements

Section 6.1 - Homeowner Approval. Portions of the Common Elements, except Limited Common Elements, may be conveyed or subjected to a security interest by the Association if persons entitled to cast at least eighty percent (80%) of the votes in the Association, including eighty percent (80%) of the votes allocated to Units not owned by the Declarant, agree to this action. Each owner of a Unit to which a Limited Common Element is allocated must agree in order for the Limited Common Element allocated to that Unit to be conveyed or subjected to a Security Interest by the Association.

Section 6.2 - Proceeds of Sale or Loan. The proceeds of a sale and proceeds of a loan secured by encumbering a Common Element are an asset of the Association.

Section 6.3 - Form of Conveyance and Ratification. An agreement to convey Common Elements or to subject the Common Elements to a security interest must be evidenced by the execution of an agreement, or ratification of the agreement, in the same



manner as a deed by the requisite number of Unit Owners. The Agreement must specify a date after which the agreement will be void unless recorded before that date. The agreement is effective only upon recording.

Section 6.4 - Association Contract to Convey. The Association on behalf of the Unit Owners may contract to convey an interest in Common Elements as provided in this Article but the contract is not enforceable against the Association until approved as required herein. After approval, the Association has the powers necessary and appropriate to effect the conveyance or encumbrance, including the power to execute a deed or other instrument.

ARTICLE VII - Maintenance, Repair and Replacement

Section 7.1 - Common Elements and Limited Common Elements. The Association shall maintain, repair and replace all of the Common Elements of the Property. Unit Owners shall maintain, repair and replace the Limited Common Elements, except as provided below:

(a) The Association shall repair and maintain the concrete patios, asphalt walkways, and individual asphalt parking areas. The Association is responsible for snow removal from the Limited Common Element parking spaces and walkways, but Unit Owners are responsible for snow removal from their patios.

(b) The Association shall maintain limited common element yards, unless they are fenced, in which case, the Unit Owner shall maintain its own limited common element yard and fence.

(c) The Association shall maintain, repair and replace the garage doors, but Unit Owners are individually responsible for the cost of repair or replacement if the need for repair or replacement is due to the act of anyone other than the Association.

(d) Maintenance, repair and replacement of garage door openers and garage door keys are the responsibility of the Unit Owners.

Section 7.2 - Units. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit.

Section 7.3 - 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, and 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 7.4 - Allocation of Costs of Repairs. Each Unit Owner will reimburse the Association for any costs, including insurance deductibles, incurred by the Association due to damage to any Unit or its appurtenant Limited Common Elements, or to the Common Elements to the extent that such damages or costs were caused intentionally, negligently or by the Unit Owner's failure to properly maintain, repair or make replacements to his or her Unit or appurtenant Limited Common Elements. Such expense will be assessed following Notice and Hearing. The Association will be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements, not including the Limited Common Elements which are the responsibility of the Unit Owners.

ARTICLE VIII - Development Rights and Special Declarant Rights

Section 8.1 - Reservation of Development Rights. The Declarant reserves the following Development Rights:

(a) The right, by amendment, to add Units and Common Elements in the areas of the Common Interest Community designated as "Developer Rights Reserved" on Exhibit 3 and the Plans.

(b) The right, by amendment, to withdraw all or any part of the land designated as "Developer Rights Reserved" on Exhibit 3 and the Plans; provided, however, that if said land is withdrawn it will be used in accordance with the Soldotna Land Use Code.

(c) The right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across land not designated "Developer Rights Reserved" on Exhibit 3 and the Plans for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the Property and on land designated "Developer Rights Reserved. The Declarant also reserves the right to withdraw and grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community not occupied by buildings, for the purposes mentioned above. If the Declarant grants any such easements, Exhibit 4 will be amended to include reference to the recorded easements.

Section 8.2 - Limitations on Development Rights. The Development Rights reserved in Section 8.1 are limited as follows:

(a) The Development Rights may be exercised at any time, but not more than seven (7) years after the date of recording of this Declaration. If exercised more than five



(5) years after recording of the original Declaration, consent of fifty-one percent (51%) of the Eligible Mortgagees shall be required pursuant to Section 16.11.

(b) Not more than seventy-two (72) total Units may be created in Mountain Rose Estates Soldotna Condominiums pursuant to the Development Rights.

(c) All buildings added to Mountain Rose Estates Soldotna Condominiums under the Development Rights will be architecturally compatible as to style with each other and will be of comparable quality of construction.

(d) All Units created pursuant to the Development Rights will be restricted to residential use in the same manner and to the same extent.

(e) No Development Rights may be exercised, voluntarily abandoned or terminated by the Declarant unless approved as provided in Section 16.11.

Section 8.3 - Phasing of Development. No assurances are made by the Declarant regarding the phasing of development. The exercise of Declarant's reserved Development Rights as to one tract or area within a tract will not obligate the Declarant to exercise them in the same manner as to other tracts.

Section 8.4 - Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised anywhere within the Common Interest Community:

(a) to complete Improvements indicated on Plats and Plans filed with the Declaration;

(b) to exercise a Development Right reserved in the Declaration;

(c) to maintain sales offices, management offices, signs advertising the Common Interest Community and models;

(d) to use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community; and

(e) 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 8.9 of this Declaration.

Section 8.5 - Models, Sales Offices and Management Offices. As long as Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common



Elements as a model Unit, sales office or management office. Declarant may have no more than three (3) model Units and one (1) sales/ management office within the Common Interest Community at any time, although the specific location may change from time to time as Units are developed and sold. A model Unit or sales/management office may be no larger than a typical Unit constructed for sale to the public. Declarant may delegate this authority to dealers who purchase Units for resale.

Section 8.6 - Construction: Declarant's Easement. The Declarant reserves the right to perform repair and construction work, and to store materials in secure areas, in Units and Common Elements, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in the Declaration.

Section 8.7 - Signs and Marketing. The Declarant reserves the right to post signs and displays in the Units or Common Elements to promote sales of Units, and to conduct general sales activities, in a manner that will not unreasonably disturb the rights of Unit Owners.

Section 8.8 - Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in 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, promptly after the sale of the last Unit from the Property, any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 8.9 - Declarant Control of Association.

(a) Subject to Subsection 8.9(b), there shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Executive Board. The period of Declarant control terminates no later than the earlier of:

(i) sixty (60) days after conveyance of seventy-five percent (75%) of the Units that may be created to Unit Owners other than the Declarant;

(ii) two (2) years after the Declarant has ceased to offer Units for sale in the ordinary course of business;

(iii) two (2) years after any right to add new Units was last exercised; or,



(iv) five (5) years after the first Unit is conveyed to a Unit Owner other than the Declarant.

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

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

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

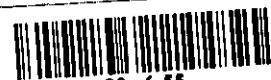
(d) Notwithstanding any provision of this Declaration or the Bylaws of the Association to the contrary, following notice under AS 34.08.390, the Unit Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at a meeting of Unit Owners at which a quorum is present, may remove a member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

Section 8.10 - Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right (except for Development Rights) may be exercised by the Declarant so long as the Declarant is obligated under any warranty or obligation, owns any Units or any Security Interest on any Units, or for ten (10) years after recording the original Declaration, whichever is sooner. Earlier termination of certain rights may occur by statute.

Section 8.11 - Interference with Special Declarant Rights. Neither the Association nor any Unit Owner may take an action or adopt any rules that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

ARTICLE IX - Allocated Interests

Section 9.1 - Allocation of Interests. The table showing Unit numbers and their



allocated interests is attached hereto as Exhibit 2. The percentage of undivided interest in the Common Elements appertaining to each Unit for all purposes, voting and the determination of liability for Common Expenses, shall be in accordance with Exhibit 2.

Section 9.2 - Formulas for the Allocation of Interests. The formulas for the allocation of liability for Common Expenses, undivided interest in the Common Elements, and votes in the Association are as follows:

(a) Liability for Common Expenses. The percentage of liability for Common Expenses allocated to each Unit is that Unit's percentage of the total square footage in existence at a given time. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Section 17.2 of this Declaration.

(b) Votes. The total number of votes in the Association is 100 and each unit's number of votes is equal to its percentage of allocated interest in Common Expenses of the Association and undivided interest in the Common Interest Community.

(c) Undivided Interest. A Unit Owner's undivided interest in the Common Elements is equal to that Owner's liability for Common Expenses.

Section 9.3 - Assignment of Allocated Interests Pursuant to Exercise of Development Rights. The effective date for assigning Allocated Interests to Units created pursuant to Sections 8.1 and 13.8 of this Declaration shall be the date on which the amendment creating the Units is recorded in the records of the Anchorage Recording District.

ARTICLE X - Restrictions on Use, Alienation and Occupancy

Section 10.1 - Use Restrictions. Subject to the Special Declarant Rights reserved under Article VIII of this Declaration, each Unit is restricted to residential use for a single family including, therein, home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. Use of Units for day care facilities is prohibited. No sign larger than one square foot indicating commercial or professional uses may be displayed outside a Unit. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more than two (2) overnight occupants per bedroom.

Section 10.2 - Age Restrictions. As required by the FFHA, to qualify as "housing for older persons", a permissible discrimination, at least eighty percent (80%) of all Units must be occupied by a minimum of one resident who is at least



fifty-five (55) years of age, with the exception that a person under the age of fifty-five (55), who is the surviving spouse of a resident, may continue to reside in the Unit. No person under eighteen (18) years old may be a resident of a Unit, except that visits by persons younger than eighteen (18) years old are permitted but are limited to ninety (90) days in any calendar year. The Executive Board, as required by the FFHA, shall periodically survey the residents of the Units to assure compliance with the age restrictions contained in this section. The Executive Board shall also establish rules as to who may sell to a party that will not have a minimum of one occupant who is at least fifty-five (55) years of age.

Section 10.3 - Occupancy Restrictions. Subject to the Special Declarant Rights reserved under Article VIII of this Declaration, the following occupancy restrictions apply to the Units and the Common Elements.

(a) All Unit Owners shall maintain their Units in a clean and well maintained condition. No storage of trash will be permitted in any Unit or the Limited Common Elements appurtenant to a Unit, except in a container within the garage. The Executive Board may regulate or prohibit the storage of any type of material in the limited common element yards, on the patios, walkways, and parking spaces in order to preserve the overall appearance of the Property.

(b) No nuisances shall be allowed on the Property, nor shall any use be made or practice be maintained by any Unit Owner or tenant of a Unit Owner that shall interfere with the quiet enjoyment of the Property by other Unit Owners and residents. The Executive Board, after Hearing and Comment, may further refine the definition of "nuisance" in the rules of the Association.

(c) Only passenger vehicles and light pickup trucks of the Unit Owner, or guests of the Unit Owner, may be parked on the parking space allocated as a Limited Common Element to that Unit, except that campers and recreational vehicles may be parked on the parking spaces for no more than forty-eight (48) hours in a week. There shall be no automotive repair conducted on the parking spaces. There shall be no parking on the streets in excess of twelve (12) hours per day. Commercial vehicles and heavy equipment may not be parked on the streets or on the Limited Common Element parking spaces, except for the time reasonably necessary for active construction or deliveries.

(d) Children visiting in Mountain Rose Estates Soldotna Condominiums shall not be permitted to play in the streets within the Common Interest Community, and basketball hoops, trampolines, batting cages, hockey goals, and similar equipment are not permitted on the streets, common elements, limited common elements, or the Units.

(e) Three-wheelers, four-wheelers, motorized scooters, snow machines, and similar equipment, may not be operated anywhere within the Property.



(f) No animals, livestock or poultry shall be kept in any Unit, except that domestic dogs, cats, fish and birds may be kept as household pets within the Unit, provided they are not kept, bred, or raised therein for commercial purposes. **The total number of pets permitted per Unit is two.** The Executive Board may, after Notice and Hearing limit the sizes and types of dogs, if sizes and types of dogs become a problem for the Association. Furthermore, the Executive Board may prohibit the maintenance of any animal that constitutes a nuisance to any other Unit Owner. Dogs and cats belonging to Unit Owners, occupants of Units, or their licensees or invitees, must be kept within the Unit except that they may be taken out of the Unit on a leash held by a person capable of controlling the animal. Should any dog or cat be found outside of the Unit, other than on a leash being held by a person capable of controlling the animal, the animal may be removed by Declarant or any person authorized by the Executive Board to remove the dog or cat from the Property. The dog or cat so removed shall be taken to the borough animal shelter and, if its owner is known, the Association shall notify the owner of the animal's whereabouts. The owner of any pet visiting or residing on the Property shall be absolutely liable to all other Unit Owners, their families, guests and invitees, for any damage to persons or property caused by the pet. Owners of pets are responsible for the removal of their pet's waste from the Common Elements of the Project.

(g) Fencing around Limited Common Element yards may only be of white vinyl in a design approved by the Executive Board and shall be maintained by the Unit Owner. If a Unit Owner fails to properly maintain a fence, the Association may, after Notice and Hearing, repair or maintain the fence and charge the cost to the Unit Owner as a Special Assessment.

Section 10.4 - Restrictions on Alienation. **Except in the case of conveyance to a surviving spouse by operation of law, no more than twenty percent (20%) of Units may be conveyed to a party that will not have a resident person at least fifty-five (55) years of age. A Unit may not be conveyed pursuant to a time-sharing plan. A Unit may not be leased or rented for a term of less than thirty (30) days or to a person younger than fifty-five (55) years of age unless that Unit has been designated as non-age restricted. All leases, rental agreements and contracts for sale shall be in writing and shall clearly indicate that Mountain Rose Estates Soldotna Condominiums is "housing for older persons" and that at least one occupant of the Unit rented, leased or purchased must be a minimum of fifty-five (55) years old, except in the case of the maximum of twenty percent (20%) of Units that are not age restricted. All sale, lease and rental agreements shall be subject to the requirements of the Documents and must be approved by the Association for compliance with the age restrictions contained in this Declaration or any amendments thereto. A copy of all sale, lease and rental agreements shall be given to the Association, along with the age survey form that must be given to the Association at least two (2) weeks before the sale is to close or the rental/lease period is to begin. The Executive Board**



may refuse to consent to sale, lease or rental of a Unit to a party in which no occupant of the Unit will be at least fifty-five (55) years old, in order to maintain compliance with the FFHA. A deed recorded without the consent of the Executive Board of the Association, and a lease or rental agreement which does not have the consent of the Executive Board attached, is void *ab initio*. All leases and rental agreements shall include a provision that the tenant recognizes the Association as landlord, but solely for the purpose of the Association having power to enforce a violation of the provisions of the Documents against the tenant, provided that the Association first gives the Unit Owner notice of its intent to so enforce and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action.

ARTICLE XI - Easements and Licenses

Section 11.1 - Easement for Ingress and Egress Through Common Elements. Each Unit Owner has an easement in common with each other Unit Owner for ingress and egress through all 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 11.2 - Easements for Support. Each Unit and Common Element shall have an easement for lateral and subjacent support from every other Unit and Common Element.

Section 11.3 - 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 construction, 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 11.4 - Recorded Easements and Licenses. All recorded easements or licenses to which the Common Interest Community is presently subject are recited in Exhibit 4 to this Declaration or are shown on the Plats or Plans.

ARTICLE XII - Additions, Alterations and Improvements

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

(a) No Unit Owner may make any structural addition, structural alteration, or structural improvement in or to the Common Interest Community without the prior written consent thereto of the Executive Board in accordance with Subsection 12.1(c).



(b) A Unit Owner:

(i) May make any other improvements or alterations to his or her Unit not requiring approval as long as those alterations or improvements do not impair or lessen the support of any portion of the Common Interest Community;

(ii) May not change the appearance of the Common Elements or Limited Common Elements, without permission of the Association.

(c) A Unit Owner may submit a written request to the Executive Board for approval to do anything for which approval is required. The Executive Board shall answer any written request for such approval, within thirty (30) days after the request therefor. Failure to do so within such time shall not constitute a consent by the Executive Board to the proposed action. The approval of a written request may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by reason of reasonable dissatisfaction of the Board with the location of the proposed structure, the elevation, color scheme, finish, design, proportions, architecture, shape, height, style and appropriateness of the proposed structure or alteration, the material used therein, or because of its reasonable dissatisfaction with any or all other matters or things which in the reasonable judgment of the Board will render the proposed alteration or improvement inharmonious or out of keeping with the general plan of improvement of the Common Interest Community. Improvements erected or maintained, otherwise than as approved by the Board, shall be deemed to have been undertaken without the approval of the Board as required by the Declaration. The approval of the Board of any plans or specifications submitted for approval as herein specified shall not be deemed to be a waiver by the Board of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications. No member of the Board shall be liable to any person for his or her decisions or failure to act in making decisions as a member of said Board. Upon approval of the Board, it shall be conclusively presumed that the location and height of any improvement does not violate the provisions of this Declaration.

(d) Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be approved in writing by the Association before the application is submitted to the relevant department or authority. Such approval will not, however, create any liability on the part of the Association or any of its members to any contractor, sub-contractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

(e) All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Executive Board, cause any



increase in the premiums of any insurance policies carried by the Association or by the Owners of any Units other than those affected by such change.

ARTICLE XIII - Amendments to Declaration

Section 13.1 - General. Except as otherwise provided by law or elsewhere in this Declaration, this 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 (67%) of the votes in the Association are allocated.

Section 13.2 - When Unanimous Consent Required. Except to the extent expressly permitted or required by provisions of the Act and this Declaration, an amendment may not create or increase Special Declarant Rights, create or increase the number of Units, change the number of Units, change the boundaries of a Unit, the allocated interests of a Unit, or the uses to which a Unit is restricted, in the absence of unanimous (100%) consent of the votes in the Association.

Section 13.3 - Execution of Amendments. An amendment to the Declaration required by AS 34.08.250 of the Act to be recorded by the Association, which has been adopted in accordance with this Declaration and AS 34.08.250 of the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of such designation, by the President of the Association.

Section 13.4 - Recordation of Amendments. Each amendment to the Declaration must be recorded in the recording district in which the Condominium is located. The amendment is effective only upon recording.

Section 13.5 - Consent of Holders of Security Interests. Amendments are subject to the consent requirements of Article XVI.

Section 13.6 - Special Declarant Rights. Provisions in the Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 13.7 - Limitations 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 13.8 - Amendments to Create Units. To exercise any Development Right reserved under Section 8.1(a) or (b) of this Declaration, the Declarant shall prepare, execute and record an amendment to the Declaration. The Declarant shall also record new Exhibits 1 and 2 to reflect the changes made by the exercise of the Development Right. The amendment to the Declaration shall assign an identifying number to each new



Unit created and reallocate the Allocated Interests among all Units. The amendment shall describe any Common Elements created thereby.

ARTICLE XIV - Amendments to Bylaws

The Bylaws may be amended only by 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 XV - Termination

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

ARTICLE XVI - Mortgagee Protection

Section 16.1 - 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 16.2 - Percentage of Eligible Mortgagees. Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage of votes in the Association when compared to the total allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

Section 16.3 - Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

(a) Any condemnation loss or any casualty loss which affects the Common Elements, if such loss exceeds \$10,000.00, or any damage to an Improvement or a Unit on which there is a first Security Interest held, insured or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable, if such damage exceeds \$10,000.00;

(b) Any delinquency in the payment of common expense assessments owed by an Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days;



(c) Any default in the performance by the individual Unit borrower of any obligation under the condominium constituent documents which is not cured within sixty (60) days;

(d) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association and/or the property manager;

(e) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 16.4; and

(f) Any judgment rendered against the Association.

Section 16.4 - Consent Required.

(a) Document Changes. Notwithstanding any lower requirement permitted by this Declaration or the Act, no amendment of any material provision of the Documents by the Association or Unit Owners described in this Subsection 16.4(a) may be effective without approval in writing by at least fifty-one percent (51%) of the Eligible Mortgagees. "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 repair;

(v) Reallocation of interests in the Common Elements or Limited Common Elements;

(vi) Rights to use Common Elements and Limited Common Elements;

(vii) Boundaries of Units;

(viii) Convertibility of Units into Common Elements or Common Elements into Units;

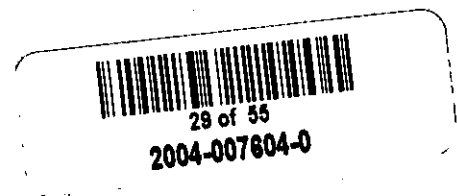
(ix) Expansion or contraction of the Common Interest Community or the addition, annexation or withdrawal of property to or from the Common Interest Community;



- (x) Insurance or fidelity bonds;
- (xi) Leasing of Units;
- (xii) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (xiii) Establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
- (xiv) Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than that specified in the Documents;
- (xv) Termination of the Common Interest Community after occurrence of substantial destruction or condemnation; and
- (xvi) The benefits of mortgage holders, insurers or guarantors.

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

- (i) The establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
- (ii) The restoration or repair of the property after a hazard damage or partial condemnation in a manner other than that specified in the Documents;
- (iii) The merger of this Common Interest Community with any other Common Interest Community;
- (iv) The granting of any easements, leases, licenses and concessions through or over the Common Elements (excluding, however, any utility easements serving or to serve the Common Interest Community and excluding any leases, licenses or concessions for no more than one (1) year);
- (v) The assignment of the future income of the Association, including its right to receive common expense assessments; and
- (vi) Any action taken not to repair or replace the property.



(c) Actions requiring other than 51% Mortgagee approval. The following actions by the Association require the consent of First Mortgagees as specified below:

(i) An eighty percent (80%) Eligible Mortgagee approval is required to convey or encumber the Common Elements or any portion thereof. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Common Interest Community will not be deemed a transfer within the meaning of this clause).

(ii) A sixty-seven percent (67%) Eligible Mortgagee approval is required for the termination of the Common Interest Community for reasons other than substantial destruction or condemnation.

(iii) When Unit boundaries are not otherwise being affected, only the Owners of Units affected and Eligible Mortgagees of those Units need approve the alteration of any partition or creation of any aperture between adjoining Units.

(iv) The Association may not change the period for collection of regularly budgeted common expense assessments to other than monthly without the unanimous (100%) consent of Eligible Mortgagees.

(d) Failure to Respond. The failure of an Eligible Mortgagee to respond within thirty (30) days to any written request of the Association for approval of an addition or amendment to the Declaration shall constitute an implied approval of the addition or amendment, provided that notice was delivered by certified or registered mail, with a return receipt requested.

Section 16.5 - Inspection of Books. The Association must maintain current copies of the Declaration, Bylaws, Rules, books, records and financial statements. The Association shall permit any Eligible Mortgagee or Eligible Insurer, or other first mortgagee of units, to inspect the books and records of the Association during normal business hours.

Section 16.6 - 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 16.7 - 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 16.8 - Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Unit Owner may attend.

Section 16.9 - Appointment of Trustee. In the event of damage or destruction under Article XXI or condemnation of all or a portion of the Community, any Eligible Mortgagee may require that such proceeds be payable to a Trustee. Such Trustee may be required to be a corporate trustee licensed by the State of Alaska. Proceeds will thereafter be distributed pursuant to Article XXI 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.

Section 16.10 - Priority on Insurance and Condemnation Proceeds. No provision of the Documents of the Association shall be deemed to give priority to an Owner or any other party over any rights of an Eligible Mortgagee pursuant to the terms of its Security Instrument in the case of distribution of insurance proceeds or condemnation proceeds, whether such proceeds pertain to a Unit or Common Elements.

Section 16.11 - Development Rights. No Development Rights may be exercised or voluntarily abandoned or terminated by the Declarant unless all persons holding Security Interests in the Development Rights consent to the exercise, abandonment, or termination. No Development Rights may be exercised later than five (5) years after the date of recording of this Declaration, unless fifty-one percent (51%) of the Eligible Mortgagees consent to the exercise of the Development Right.

ARTICLE XVII - Assessment and Collection of Common Expenses

Section 17.1 - Apportionment of Common Expenses. Except as provided in Section 17.2, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Expenses as shown on Exhibit 2 to this Declaration.

Section 17.2 - Common Expenses Attributable to Fewer than all Units.

(a) Any Common Expense for services provided by the Association to an individual Unit, either required by the Declaration or provided at the request of the Unit Owner, shall be assessed against the Unit which benefits from such service.

(b) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.

(c) An assessment to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was entered, in proportion to their Common Expense liabilities.



(d) If a Common Expense is caused by the misconduct of a Unit Owner, the Association may assess that expense exclusively against the Unit.

(e) Fees, charges, late charges, fines, collection costs and interest charged against the Unit Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments.

Section 17.3 - 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, collection costs, including actual attorney's fees, fines and interest charged pursuant to AS 34.08, as it may be amended from time to time, and any of the Association's Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) a lien and encumbrance recorded before the recordation of the original Declaration described above in the introductory paragraph of this Document; (2) a first Security Interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Unit. A lien under this Section is also prior to all Security Interests described in Subdivision (2) of this Subsection if the common expense assessment based on the periodic budget adopted by the Association, pursuant to Section 17.4 of this Article, would have become due in the absence of acceleration during the six (6) months immediately preceding the institution of an action to enforce the Association's lien. This does not affect the priority of mechanic's or materialmen's liens, nor the priority of a lien for other assessments made by the Association. A lien under this Section is not subject to the provisions of AS 09.38.010, as it may be amended from time to time.

(c) Recording of the Declaration constitutes a record notice and perfection of the lien. Further recording of a claim of lien for assessments under this Section is not required.

(d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessment becomes due; provided that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the US Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under §362 of the US Bankruptcy Code is lifted.



(e) This Section does not prohibit an action to recover sums for which Subparagraph (c) of this Section creates a lien or foreclosure or prohibit the Association from taking a deed in lieu of foreclosure.

(f) When the Association acquires a judgment or decree in any action brought under this Section, such judgment or decree shall include an award to the Association for actual collection costs and reasonable attorney's fees.

(g) A judgment or decree in an action brought under this Section is enforceable by execution under AS 09.35.010, as it may be amended from time to time.

(h) The Association's lien must be foreclosed as a lien is foreclosed under AS 34.35.005, as it may be amended from time to time.

(i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's common expense assessments based on a periodic budget adopted by the Association pursuant to Section 17.4.

(j) The purchaser at a foreclosure sale initiated by the holder of a Security Interest in a Unit is not liable for any unpaid assessments against the Unit which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 17.3(b) above. Any unpaid assessments not satisfied from the proceeds of sale become common expenses for which all the Unit Owners, including the purchaser, may be assessed. For the purposes of this paragraph, "the purchaser" shall include, but not be limited to, any holder of a Security Interest in a Unit which obtains title to a Unit.

(k) Any payments received by the Association to discharge a Unit Owner's obligation may be applied to the oldest balance due.

(l) The Association may acquire, hold, lease, mortgage and convey a Unit foreclosed upon pursuant to this Section for unpaid assessments.

(m) A lien under this Section shall not be affected by any sale or transfer of a Unit except as provided in Subsection (j) above.

Section 17.4 - Budget Adoption and Ratification. The Executive Board shall adopt a proposed budget for the Common Interest Community, and shall, within thirty (30) days after adoption, provide a summary of the budget to each Unit Owner. The Executive Board shall set a date for a meeting of the Unit Owners to consider ratification of the budget not

less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all Unit Owners rejects 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 17.5 - 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 17.2, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Board of Directors shall submit such common expenses to the Unit Owners for their consideration and comment in the same manner as a budget under Section 17.4 above; provided, however, that such assessment can be considered at a special meeting as long as the notice required for annual meetings is provided to the Unit Owners.

Section 17.6 - Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Unit Owner a statement in recordable form setting out the amount of unpaid assessments against his or her Unit. The statement must be furnished within ten (10) business days after receipt of the request and is binding upon the Association, the Executive Board and each Unit Owner.

Section 17.7 - Monthly Payment of Common Expenses. All common expenses assessed under this Article XVII shall be due and payable monthly.

Section 17.8 - Acceleration of Common Expense Assessments. In the event of a default for a period of ten (10) days by any Unit Owner in the payment of any common expense assessment levied against his or her Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable. The holder of a first Security Interest in a Unit which has acquired title to any Unit as a result of a foreclosure of its Security Interest shall be exempt from the application of this Subsection.

Section 17.9 - Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

Section 17.10 - No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the common expenses by waiver of the use or enjoyment of the Common Areas or by abandonment of the Unit against which the assessments are made.

Section 17.11 - Personal Liability of Unit Owners. The Owner of a Unit at the time a common expense assessment or portion thereof is due and payable is personally liable



for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

Section 17.12 - Reserves. As part of the adoption of the regular budget pursuant to Sections 17.4 and 17.5, the Executive Board shall include an amount which, in its reasonable business judgment, will establish and maintain an adequate reserve fund for the replacement of improvements to the Common Elements and those Limited Common Elements that it is obligated to maintain, based upon the project's age, remaining life and the quantity and replacement cost of major Common Elements and Limited Common Elements.

ARTICLE XVIII - 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 XIX - Persons and Units Subject to Documents

Section 19.1 - Compliance with Documents. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions recorded in the records of the Kenai Recording District, Third Judicial District, State of Alaska, are covenants running with the land and shall bind any Persons having at any time any interest in such Unit.

Section 19.2 - Adoption of Rules. After Notice and Comment, the Executive Board may adopt Rules regarding the use of the Common Elements, and the use and occupancy of Units and Limited Common Elements, and the activities of occupants as they affect the Common Elements.

ARTICLE XX - Insurance

Section 20.1 - 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 20.2 - Property Insurance.

(a) Property insurance shall be maintained 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, and such personal property of Unit Owners as is normally insured under building coverage), but excluding land, excavations, portions of foundations below the under surfaces of the lowest basement 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 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 \$10,000.00 or one percent (1%) of the policy face amount. Allocation of responsibility for payment of the deductible shall be according to the policy established by the Executive Board.

(c) Risks Insured Against. The insurance shall afford protection against "all risks" 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 or member of the household of a Unit Owner.

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

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

(iv) Loss must be adjusted with the Association.



(v) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and in the absence of such designation, to the Association; in either case, to be held in trust for each Unit Owner and such Unit Owner's mortgagee.

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

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

"MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUM ASSOCIATION for the use and benefit of the individual Owners."

Section 20.3 - Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than \$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. Insurance policies carried pursuant to this Section shall provide that:

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

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

(c) 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;

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

(e) The insurer issuing the policy 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 last known address.

Section 20.4 - Fidelity Bonds. A blanket fidelity bond is required for anyone who either handles or is responsible for funds held or administered by the Association, whether



or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three (3) months' assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days' written notice to the Association, to each holder of a Security Interest in a Unit, to each servicer that services a FNMA-owned, VA-owned, FHLMC-owned, or AHFC-owned mortgage on a Unit and to the insurance trustee, if any, before the bond can be canceled or substantially modified for any reason.

Section 20.5 - Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

Section 20.6 - 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 20.7 - 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.

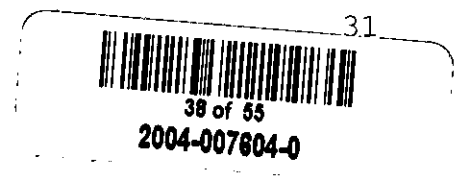
Section 20.8 - Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association and/or the Unit Owners.

Section 20.9 - Premiums. Insurance premiums shall be a Common Expense.

ARTICLE XXI - Damage To Or Destruction Of Property

Section 21.1 - Duty to Restore. A portion of the Common Interest Community for which insurance is required under Section 34.08.440 of the Act or for which insurance carried by the Association is in effect, whichever is more extensive, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

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



Section 21.2 - Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 21.3 - 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. Said plans and specifications must meet all existing federal, state and municipal code requirements.

Section 21.4 - Replacement of Less than Entire Property.

(a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community.

(b) Except to the extent that other persons will be distributees,

(i) The insurance proceeds attributable to a Unit and Limited Common Elements that is not rebuilt must be distributed to the Owner of the Unit and the Owner of the Unit to which the Limited Common Elements were allocated, or to lien holders, as their interests may appear; and

(ii) The remainder of the proceeds must be distributed to each Unit Owner or lien holder, as their interests may appear, in proportion to the Common Element interests of all the Units.

(c) If the Unit Owners vote not to rebuild a Unit, the Allocated Interests of the Unit are reallocated upon the vote as if the Unit had been condemned under Subsection 34.08.740(a) of the Act, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations.

Section 21.5 - Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Executive Board of the Association, acting through 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 Subsection 21.1(a) through Subsection 21.1(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 21.6 - 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;
and

(b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 21.7 - Title Reports and Certificates by Attorneys. Title insurance companies or, 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 company or attorney's certificate of title or a title insurance policy based on a search of the records of the District Recorder's Office, Kenai Recording District, Third Judicial District, State of Alaska, from the date of the recording of the original above-described Declaration stating the names of the Unit Owners and the Mortgagees.

ARTICLE XXII - Rights to Notice and Comment; Notice and Hearing

Section 22.1 - Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the Documents require that an action to be taken after "Notice and Comment", and at any other time the Executive Board determines, the Unit Owners have the right to notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than ten (10) days before the proposed action is to be taken. It shall invite comment to the Executive Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 22.2 - Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. The notice shall be given not less than ten (10) days before the hearing date. At the hearing, the affected Person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected Person shall be notified of the decision in the same manner in which notice of the meeting was given.



Section 22.3 - 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 XXIII - Executive Board

Section 23.1 - 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 such meeting.

Section 23.2 - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community which shall include, but are not 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, independent contractors, and agents, other than managing agents;
- (f) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Association's Declaration, Bylaws or Rules in the Association's name on behalf of the Association or two (2) or more Unit Owners on matters affecting the Common Interest Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;



- (i) Cause additional improvements to be made as part of the Common Elements;
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 34.08.430 of the Act;
- (k) Grant easements for any period of time, including permanent easements, and leases, licenses and concessions for no more than one (1) year, through or over the Common Elements;
- (l) Impose and receive a payment, fee or charge for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Subsections (2) and (4) of Section 34.08.100 of the Act, and for services provided to Unit Owners;
- (m) Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of this Declaration, Bylaws, Rules and regulations of the Association;
- (n) Impose a reasonable charge for the preparation and recordation of amendments to this Declaration, the filing and recording of a plat or plan that accompanies an amendment, 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 this Declaration or the Bylaws;
- (r) Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;
- (s) Exercise any other power necessary and proper for the governance and operation of the Association;
- (t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the



committee. All committees must maintain and publish notice of their actions to Unit Owners and the 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, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 23.3 - Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend this 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 the term.

ARTICLE XXIV - Open Meetings

Section 24.1 - 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 24.2 - Notice. Notice of every such meeting will be given not less than twenty-four (24) hours prior to the time set for such meeting, by hand delivering a notice, or posting a notice in a conspicuous place within the Project except that such notice will not be required if an emergency situation requires that the meeting be held without delay.

Section 24.3 - Executive Sessions. Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Unit Owners where the action taken at the executive session involves personnel, pending litigation, contract negotiations, or enforcement actions, or where no action is taken at the executive session requiring the affirmative vote of Directors.

ARTICLE XXV - 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 XXVI - Working Capital Fund

Initial purchasers of Units in Mountain Rose Estates Soldotna Condominiums shall pay at closing the equivalent of two months' assessment payments to establish a working capital fund for the Association. Payments to the working capital fund are not advance payment of regular assessments. Within 60 days after closing of the first Unit, Declarant



must pay each unsold Unit's share of the working capital fund to the Association, which shall keep all working capital funds in a segregated account. Declarant shall be reimbursed for its working capital fund payments from funds collected at closing when the unsold units are sold. The working capital fund may be terminated at such time as that is permitted by the Eligible Mortgagees.

ARTICLE XXVII - Miscellaneous

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

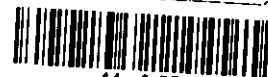
Section 27.2 - Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural and vice versa, whenever the context of the Documents so require.

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.

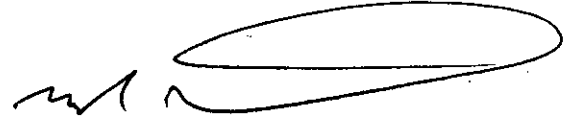
Section 27.4 - Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

Section 27.5 - Conflict. The Documents are intended to comply with the requirements of the Act and Chapter 10.20 of the Alaska Statutes (Non Profit Corporation Act). In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

Section 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.



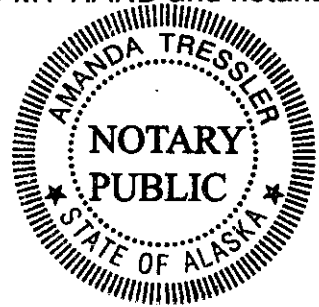
MORTGAGEE CONSENT: FIRST NATIONAL BANK ALASKA

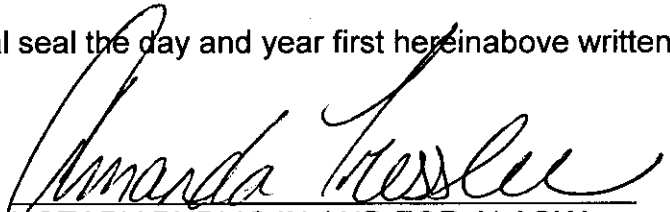
By: 
Mike Frost, Vice President

STATE OF ALASKA)
)ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 3rd day of August, 2004, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **MIKE FROST**, known to me and to me known to be a **Vice President** of **FIRST NATIONAL BANK ALASKA**, and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of the **FIRST NATIONAL BANK ALASKA** for the uses and purposes therein set forth.

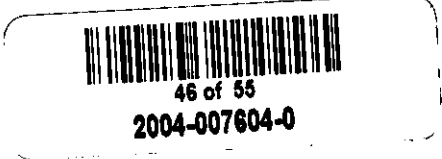
WITNESS MY HAND and notarial seal the day and year first hereinabove written.




NOTARY PUBLIC IN AND FOR ALASKA
My Commission Expires: 8/26/07

AFTER RECORDING RETURN TO:

Sandra J. Wicks, Esq.
3237 W. 31st Avenue
Anchorage, Alaska 99517



DECLARATION FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS

EXHIBIT 1

UNIT DESCRIPTIONS

The following are descriptions of the proposed unit models for Mountain Rose Estates Soldotna Condominiums at the time this Declaration is recorded. Declarant reserves the right to add or delete models in future phases. Square footages are approximate and may vary.

Ragosa Rose - This is a two-bedroom, two-bath unit with an attached two-car garage. There is a cathedral ceiling in the great room adjacent to the kitchen, and a door leads from the great room to a covered concrete 4 ft. x 14 ft. patio in the limited common element back yard. The Ragosa Rose model is located in the tri-plex buildings and contains approximately 1040 square feet of living space, and approximately 408 square feet of garage space. Front access is from the driveway via a limited common element walkway and covered entry.

Victory Rose - This is a two-bedroom, two-bath unit with an attached two-car garage. A dining area and great room are adjacent to the kitchen. It also has a laundry/storage room off the kitchen and a concrete patio of approximately 100 sq. ft. The Victory Rose model can be in a detached structure or in a duplex structure and contains approximately 1320 square feet in the duplex version and 1350 square feet in the stand alone version. Front access is from the driveway via a limited common element walkway and covered entry.

American Rose - This is a two-bedroom, two-bath unit with an attached two-car garage. A dining area and great room are adjacent to the kitchen. An 8'x12' patio in the limited common element back yard is accessed through a door in the dining area. The American Rose model can be in a detached structure or in a duplex structure and contains approximately 1400 square feet in the duplex version and 1450 square feet in the stand alone version. Front access is from the driveway via a limited common element walkway and covered entry.

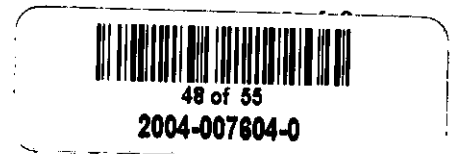
Sterling Rose - This is a two-bedroom, two-bath unit with an attached two-car garage. A separate dining room and great room are located on either side of the kitchen. An approximately 100 sq. ft. concrete patio in the limited common element side or rear yard is accessed through a door in the dining room. The model contains an over-sized laundry



room that can serve as a crafts or sewing area, as well. The Sterling Rose model can be in a detached structure or in a duplex structure and contains approximately 1475 square feet in the duplex version and 1520 square feet in the stand alone version. Front access is from the driveway via a limited common element walkway and covered entry.

Heritage Rose - This is a two-bedroom, two-bath unit with an attached two-car garage. This model has a dining area, great room and kitchen that flow together in an open floor plan. An approximately 100 sq. ft. concrete patio in the limited common element side yard is accessed through a door in the dining area. This model contains an office nook to one side of the kitchen as well. The Heritage Rose model can be in a detached structure or in a duplex structure and contains approximately 1510 square feet of living space and 450 square feet of garage space. Front access is from the driveway via a limited common element walkway and covered entry.

Pacific Rose - This is a two-bedroom, two-bath unit with an attached two-car garage. A separate living room is on one side of the kitchen that flows into the dining/great room. An approximately 100 sq. ft. concrete patio in the limited common element rear yard is accessed through a door in the dining/great room. The model contains an office/den off the living room and a walk-in pantry off the kitchen, as well. The Pacific Rose model can be in a detached structure or in a duplex structure and contains approximately 1650 square feet in the duplex version and 1700 square feet in the stand alone version. Front access is from the driveway via a limited common element walkway and covered entry.



**DECLARATION FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS**

EXHIBIT 2

TABLE OF ALLOCATED INTERESTS

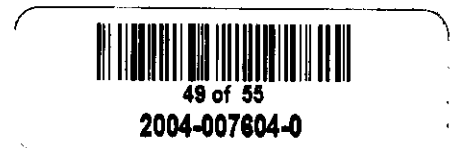
Unit/Type*	Street Address	Square Footage**	% Common Expense Liability***	Votes
11 HR	304 West London Rose Cr.	1960 SF	31.09%	31.09
16 RR	268 Upper Rosian Dr.	1448 SF	22.97%	22.97
17 RR	266 Upper Rosian Dr.	1448 SF	22.97%	22.97
18 RR	264 Upper Rosian Dr.	<u>1448 SF</u>	<u>22.97%</u>	<u>22.97</u>
Total		6304 SF	Total 100%****	Total 100

* See Exhibit 1 for description of unit models, the names of which are abbreviated to initials in this exhibit. For instance, HR is Heritage Rose. RR is Ragosa Rose.

**Square footage includes living area and garage area.

*** The Common Expense Liability and the undivided interest in the Common Elements are the same.

**** Percentages and votes are rounded to the nearest 100th. If all 72 units permitted by the Declarant's Reserved Rights are constructed, the range of percentage of undivided interest per unit will be .9% to 1.4%, depending on the models and unit square footages developed.



**DECLARATION FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS**

EXHIBIT 3

DEVELOPMENT PLAN

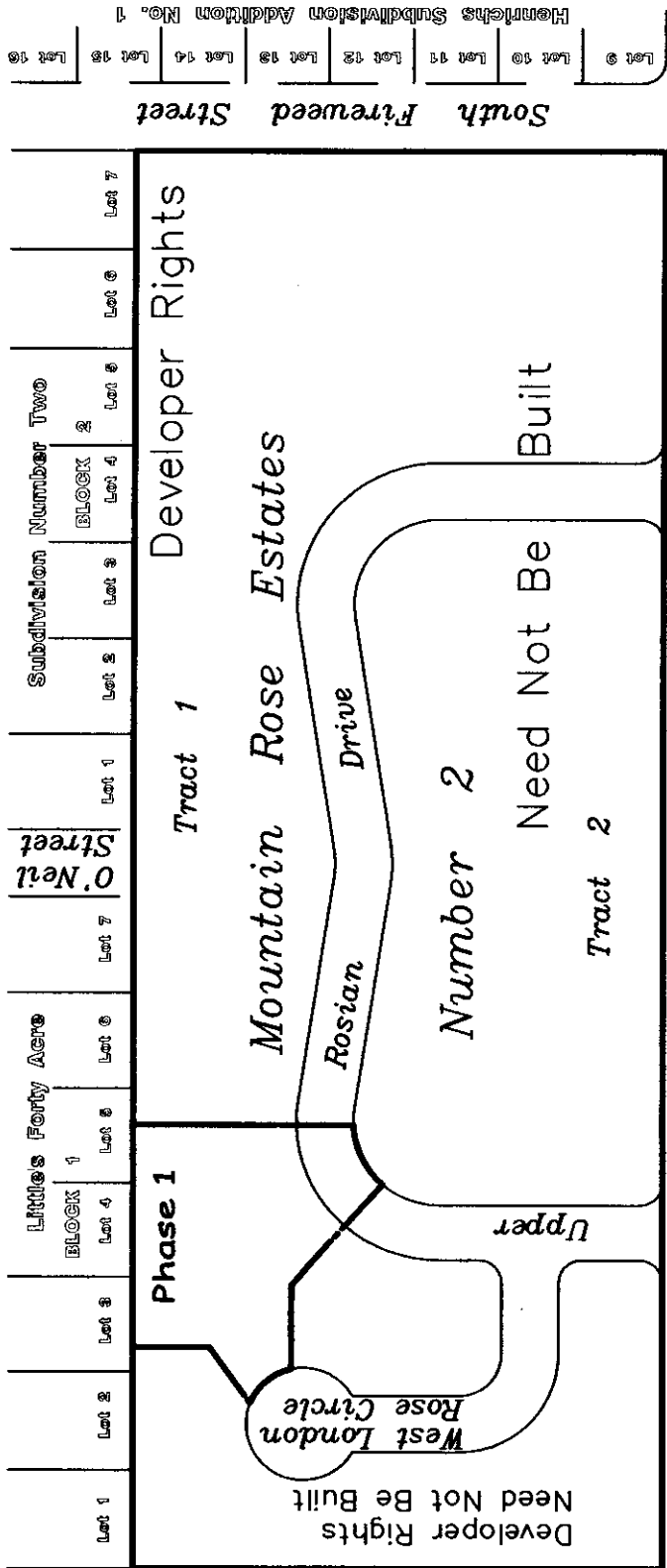


50 of 55

2004-007604-0



51 of 55
2004-007604-0



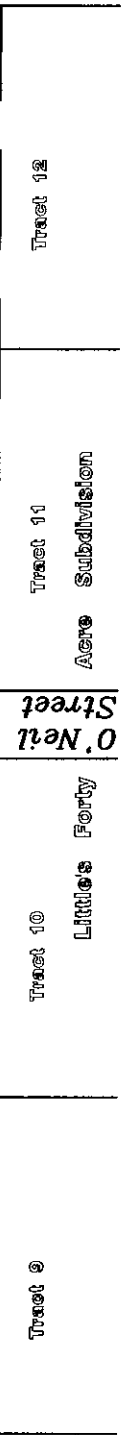
South Kobuk Street

South Firweed Street

Henrichs Subdivision Addition No. 1

Let 9 Let 10 Let 11 Let 12 Let 13 Let 14 Let 15 Let 16

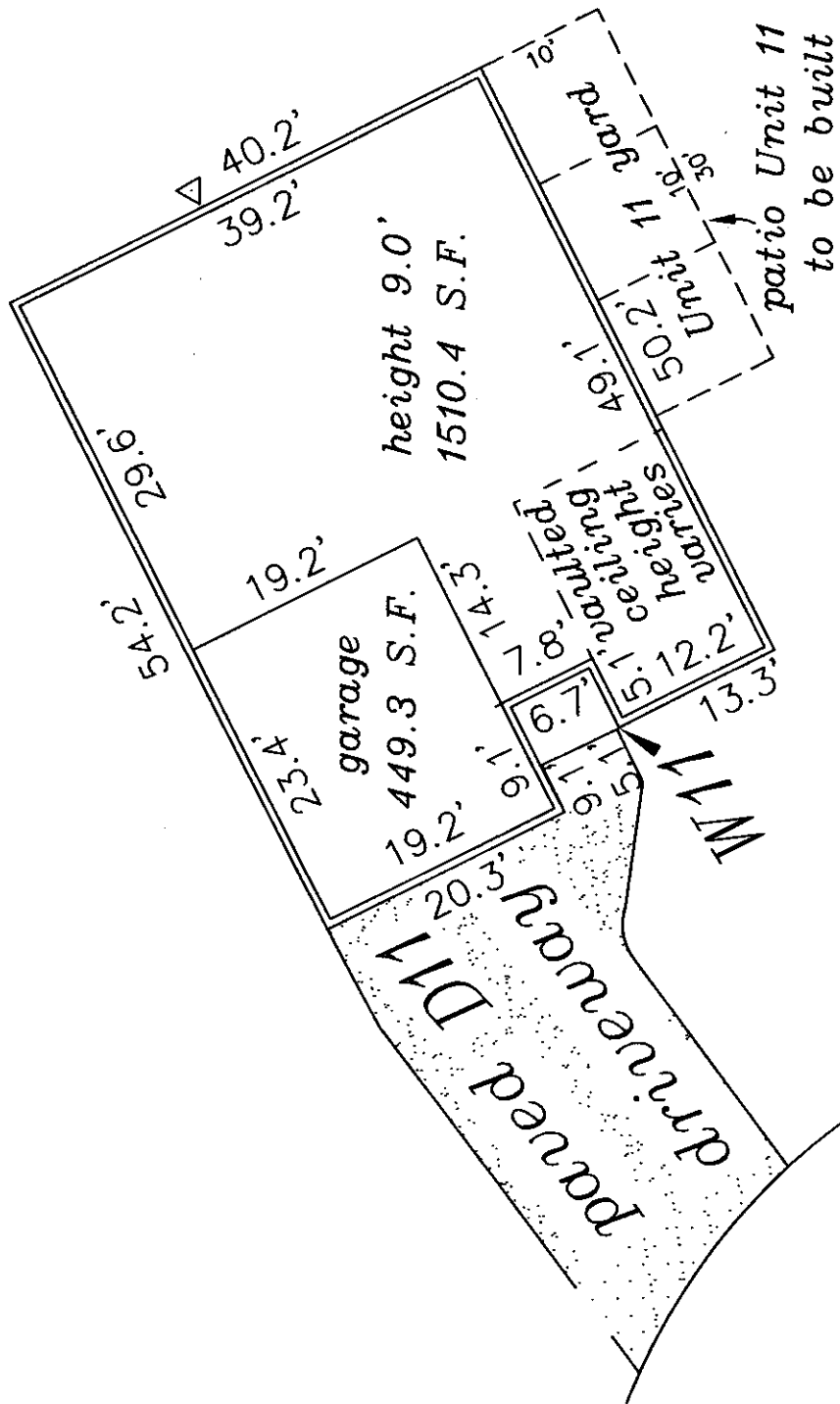
Let 9-A
Little Subdivision



Integrity Surveys
 8185 Kenai Spur Highway
 Kenai, Alaska 99611-8902
 SURVEYORS PHONE - (907) 253-9047
 PLANNERS FAX --- (907) 253-9071

JOB NO:	24009	Ref:	23110
SCALE:	NTS		
DISK:	Mountain Rose		
DRAWN:	2 August, 2004	CB	

Mountain Rose Estates Soldotna Condominiums



Unit 11

JOB NO: 24009 Ref: 23110
 SCALE: NTS
 DISK: Mountain Rose
 DRAWN: 2 August, 2004

Mountain Rose Estates
 Soldotna Condominiums

Integrity Surveys

8195 Kendal Spur Highway
 SURVEYORS
 KENAI, ALASKA 99611-8902
 PHONE - (907) 263-9047
 FAX - (907) 263-9071
 PLANNERS



53 of 55
 2004-007604-0

**DECLARATION FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS**

EXHIBIT 4

RECORDED EASEMENTS AND LICENSES

At the time this Declaration is recorded, the recorded easements and licenses are as follow:

1. Easements dedicated on plats of record.
2. A blanket easement in favor of Homer Electric Association, Inc., recorded March 23, 1961, in Book 6, at Page 266, to construct, operate and maintain an electric transmission and/or telephone distribution line or system.
3. A 7.5 foot wide strip along the north boundary granted to Homer Electric Association, Inc., recorded January 31, 1996, in Book 479, at Page 192, to construct, operate and maintain an electric transmission and/or telephone distribution line or system.
4. A 10 foot wide strip along the north boundary granted to GCI for communication utilities and appurtenances thereto, recorded November 2, 2001, in Book 624, at Page 706.

All documents recorded in the Kenai Recording District, Third Judicial District, State of Alaska.

All of these easements are shown on the as-built survey filed in conjunction with this Declaration. As subsequent phases are developed, if additional easements are granted, the exhibit will be amended.




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2004-007604-0

2004-010255-0
Recording Dist: 302 - Kenai
10/11/2004 12:07 PM Pages: 1 of 11

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**DECLARATION
FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS**

Phase 2 Amendment

ROSEMONT, INC., the Declarant of the Declaration for Mountain Rose Estates Soldotna Condominiums, on August 3, 2004, recorded the Declaration under Document No. 2004-007604-0. The Declaration applies to property described as:

Tracts 1 and 2, MOUNTAIN ROSE ESTATES NO. 2, according to Plat No. 2004-43, records of the Kenai Recording District, Third Judicial District, State of Alaska.

Along with the Declaration, Declarant filed an as-built survey and floor plans under Plat No. 2004-46, that illustrated the Phase 1 units and common elements, as well as the future development areas for which Development Rights were reserved, pursuant to Article VIII of the Declaration. The units created in Phase 1 were Units 11, 16, 17 and 18.

The purpose of the present amendment, pursuant to Declarant's reserved rights under Article VIII of the Declaration is to create 7 additional units, as well as additions to the common elements, and to submit them to the jurisdiction of the Mountain Rose Estates Soldotna Condominium Association. The Phase 2 units and common elements are shown on the as-built survey and floor plans filed under Plat No. 2004-81. The units and common elements are also shown on the Phase 2 development plan attached as Exhibit 3 to this amendment. The Phase 2 units are Units 1 through 4 and 12 through 14.

Rosemont, Inc., declares that the units and common elements created by this Phase 2 amendment shall be held and conveyed subject to the terms, covenants, restrictions and conditions of the Declaration.

Attached to this Amendment are the revised Exhibit 2, the Table of Allocated

Interests, and the revised Exhibit 3, the Development Plan.

No other part or portion of the Declaration is amended hereby, except as may be necessarily implied to give full force and effect to this Amendment.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed this 10th day of October, 2004.

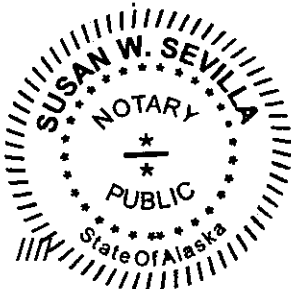
DECLARANT: ROSEMONT, INC.

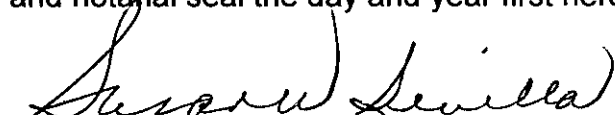

Dennis Smith, President

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 8th day of October, 2004, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared DENNIS SMITH, known to me and to me known to be the President of ROSEMONT, INC., and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of ROSEMONT, INC., for the uses and purposes therein set forth pursuant to the bylaws or a resolution of the board of directors.

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




Notary Public in and for Alaska
My Commission Expires: 2-26-06



**DECLARATION FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS**

AMENDED EXHIBIT 2

TABLE OF ALLOCATED INTERESTS

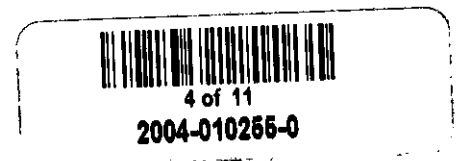
Unit/Type*	Street Address	Square Footage**	% Common Expense Liability***	Votes
1 V	281 W. London Rose Cr.	1765 SF	8.5%	8.5
2 V	283 W. London Rose Cr.	1720 SF	8.2%	8.2
3 P	287 W. London Rose Cr.	2128 SF	10.2%	10.2
4 P	289 W. London Rose Cr.	2044 SF	9.8%	9.8
11 HR	304 W. London Rose Cr.	1960 SF	9.4%	9.4
12 P	300 W. London Rose Cr.	2159 SF	10.3%	10.3
13 V	298 W. London Rose Cr.	1810 SF	8.7%	8.7
14 AR	292 W. London Rose Cr.	2960 SF	14.2%	14.2
(There is no Unit 15)				
16 RR	268 Upper Rosian Dr.	1448 SF	6.9%	6.9
17 RR	266 Upper Rosian Dr.	1448 SF	6.9%	6.9
18 RR	264 Upper Rosian Dr.	<u>1448 SF</u>	<u>6.9%</u>	<u>6.9</u>
		Total 20,890 SF	Total 100%*****	Total 100

* See Exhibit 1 to Declaration for description of unit models, the names of which are abbreviated to initials in this exhibit. For instance, HR is Heritage Rose. RR is Ragosa Rose.

**Square footage includes living area and garage area.

*** The Common Expense Liability and the undivided interest in the Common Elements are the same.

**** Percentages and votes are rounded to the nearest 10th. If all 72 units permitted by the Declarant's Reserved Rights are constructed, the range of percentage of undivided interest per unit will be .9% to 1.4%, depending on the models and unit square footages developed.



**DECLARATION FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS**

AMENDED EXHIBIT 3

DEVELOPMENT PLAN



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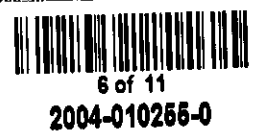
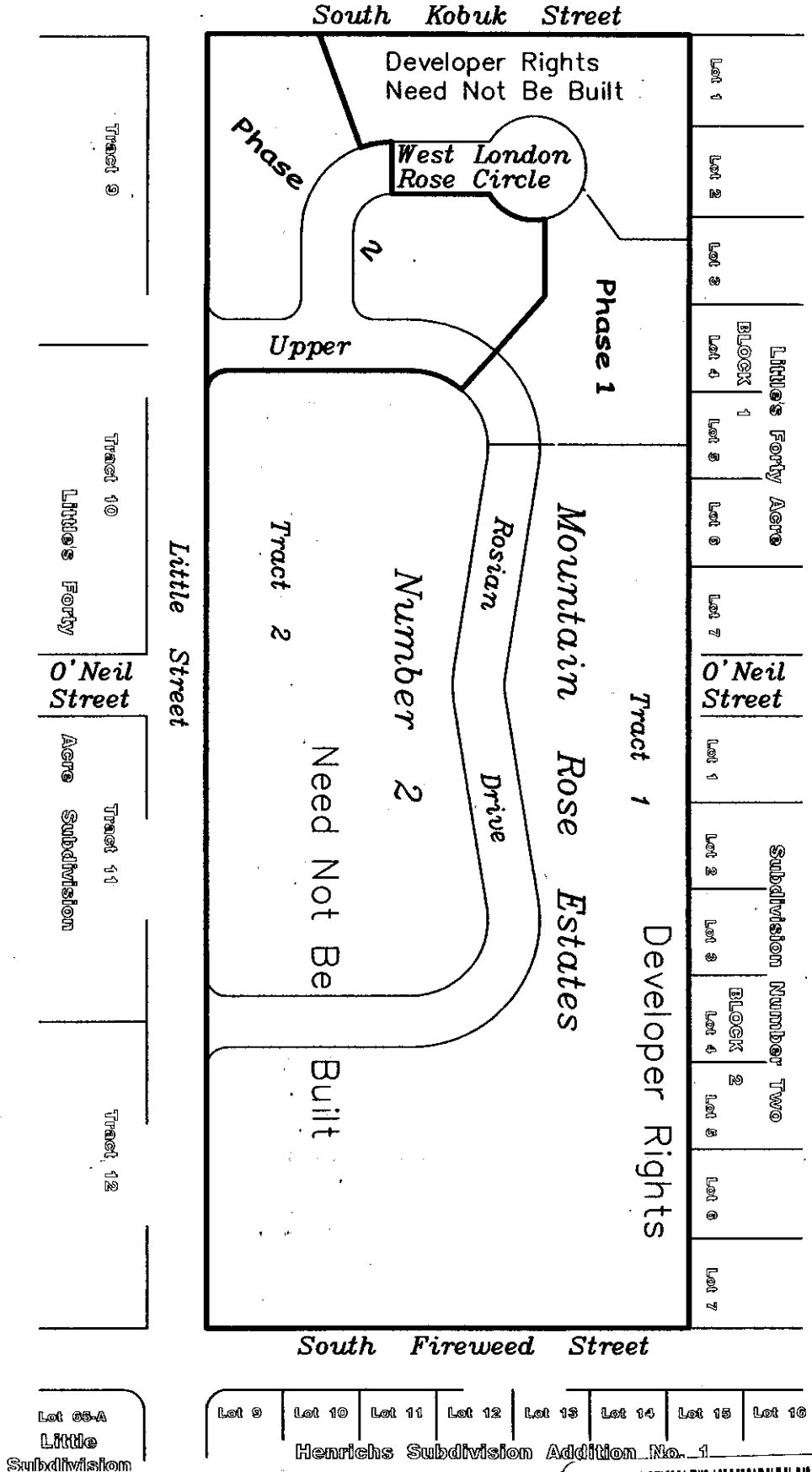
2004-010255-0

Mountain Rose Estates Soldotna Condominiums Phase 2

Phase 2

JOB NO: 24115 Ref: 23110
 SCALE: NTS
 DISK: Mountain Rose
 DRAWN: 20 September, 2004 CB

Integrity Surveys
 8195 Kerdal Spur Highway
 SURVEYORS PHONE - (907) 263-9047
 FAX - (907) 263-9071
 Kerdal, Alaska 99611-8902
 PLANNERS



N00°00'22"E 107.66'

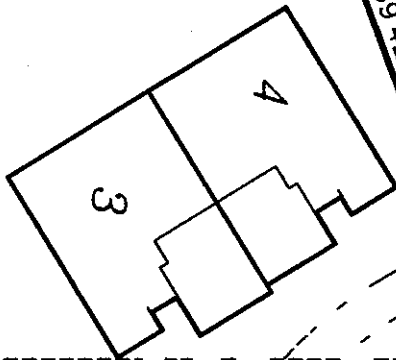
Kobuk Street

33' Section Line Easement

10' Utility Easement

20' Building Setback

Developer Rights Reserved
Need Not Be Built



20' Building Setback
10' Utility Easement

N69°42'27"E 116.09'

30.81'

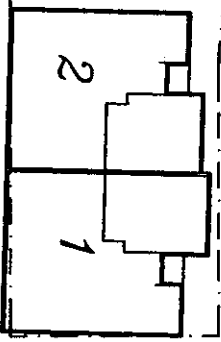
West London Rose Circle

North 93.86'

10' Utility Easement
20' Building Setback

62.81'

30' Water &
Sewer Line Easement

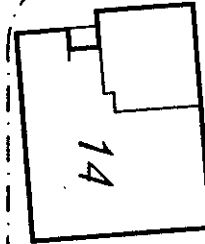


20' Building Setback
10' Utility Easement

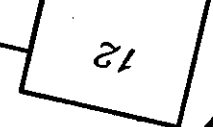
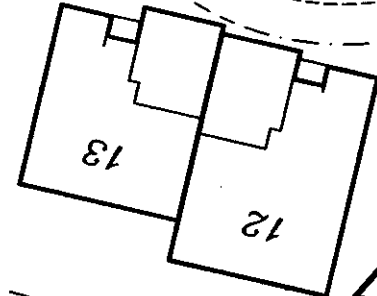
N00°00'06"W
51.10'

East 64.46'

East 64.45'



35.34'
N00°00'06"W



10' Utility Easement
East 74.91'

20' Building Setback
10' Utility Easement

S48°48'28"E
548.48'±

Little Avenue

S89°59'54"F 344.96'

254.95'

C1 90.00'

Upper Rosian Drive

S00°00'25"E 176.45'

10' Utility Easement
20' Building Setback

53.93'

Developer Rights Reserved
Need Not Be Built



Mountain Rose Estates Soldotna Condominiums Phase 2

JOB NO: 24009 Ref: 23110

SCALE: NTS

DISK: Mountain Rose

DRAWN: 7 October, 2004 CB

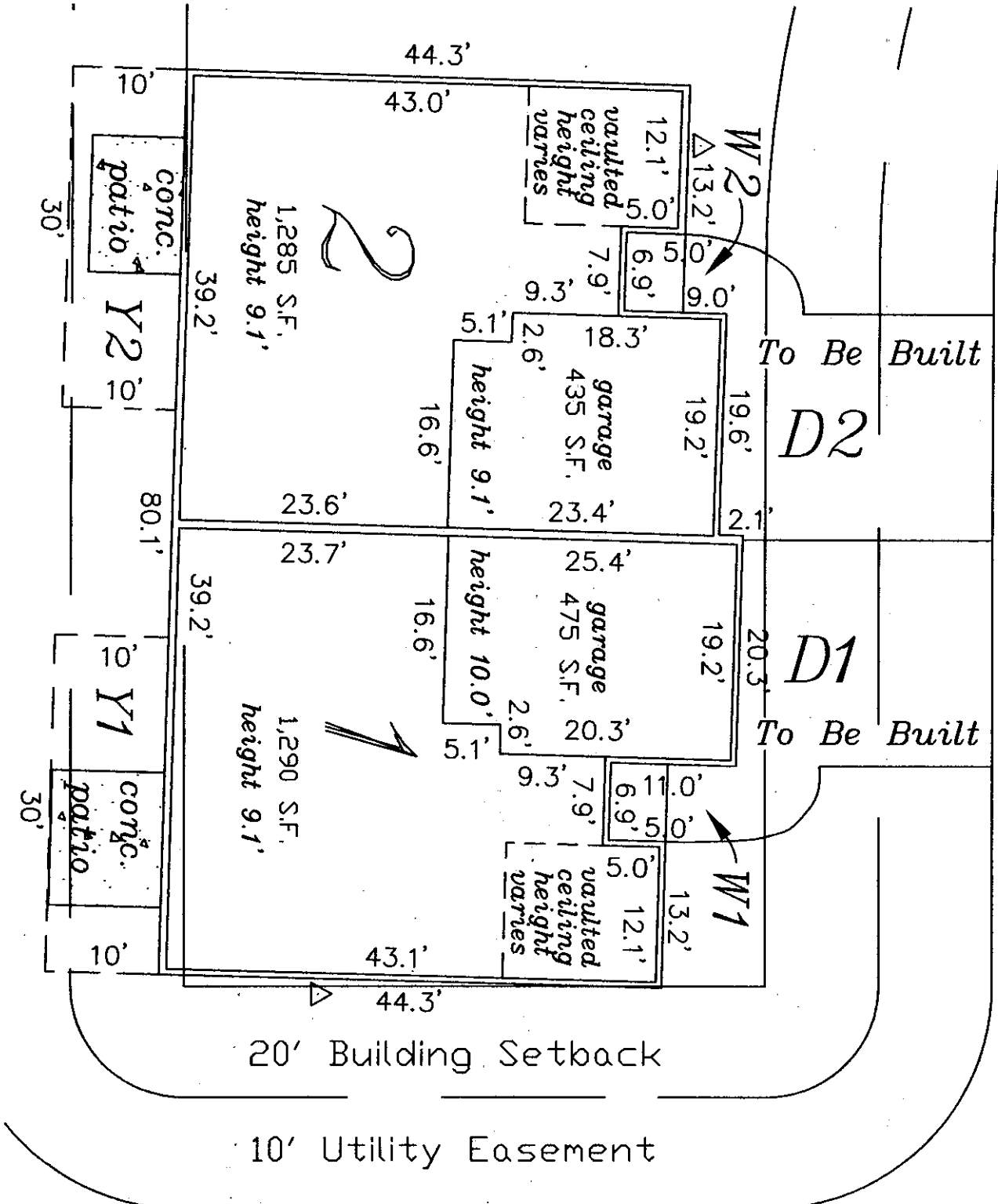
Integrity Surveys

8195 Kenai Spur Highway Kenai, Alaska 99551-2002



7 of 11

2004-010255-0



West London Rose Circle

Upper Rosian Drive
Unit 1 & 2

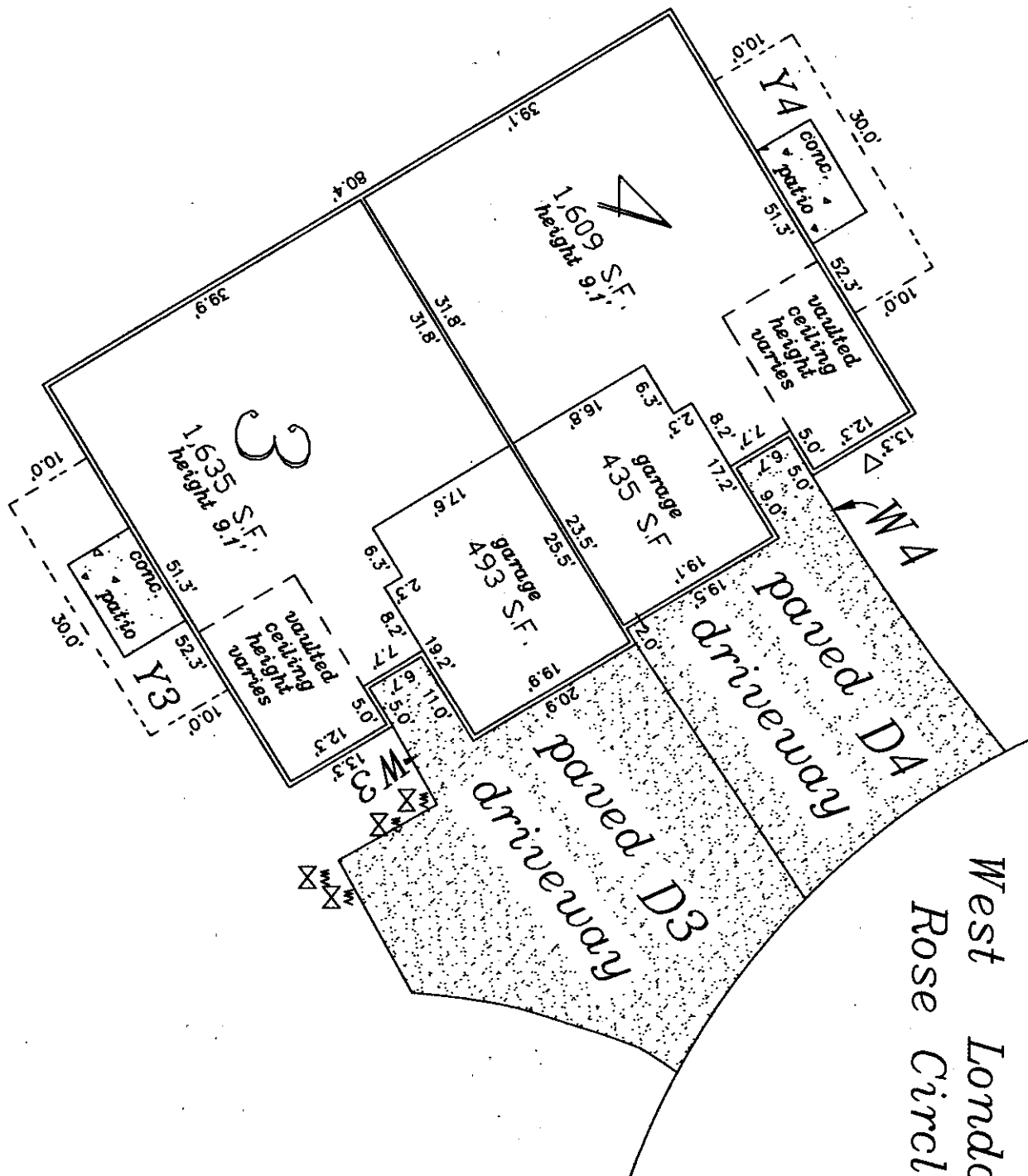
Mountain Rose Estates
Soldotna Condominiums
Phase 2

JOB NO:	24115	Ref:	23110
SCALE:	NTS		
DISK:	Mountain Rose		
DRAWN:	7 October, 2004 CB		

Integrity Surveys
8195 Kenai Spur Highway Kenai, Alaska 99611-8902



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2004-010266-0



West London
Rose Circle

Unit 3 & 4

Mountain Rose Estates
Soldotna Condominiums
Phase 2

JOB NO:	24115	Ref:	23110
SCALE:	NTS		
DISK:	Mountain Rose		
DRAWN:	5 October, 2004 CB		

Integrity Surveys

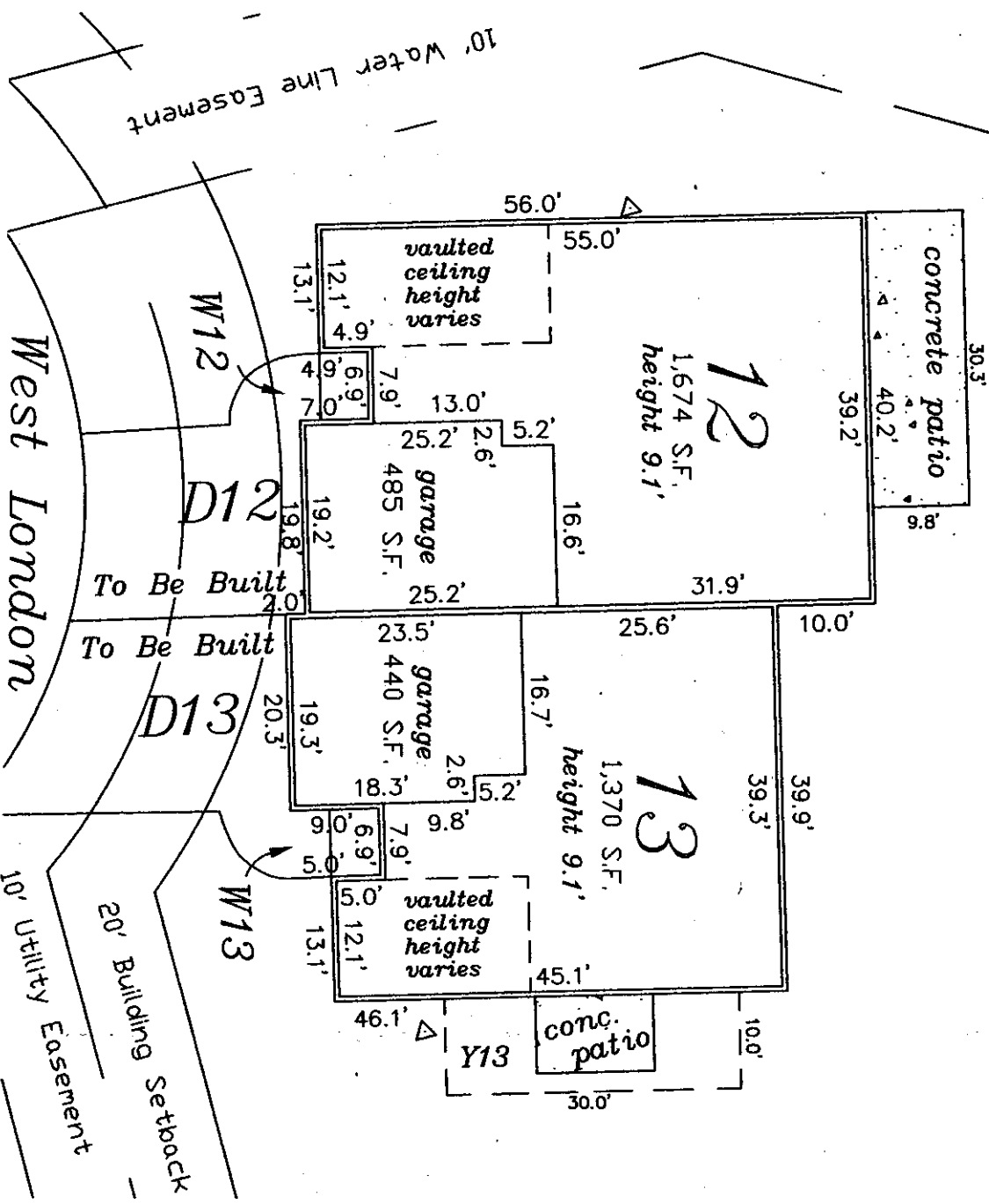


9 of 11
2004-010256-0

**Mountain Rose Estates
Soldotna Condominiums
Phase 2**

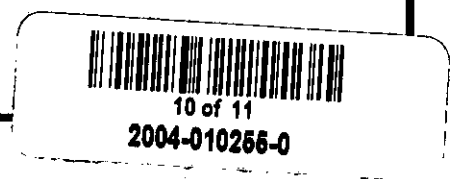
Units 12 & 13

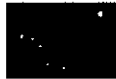
West London
Rose Circle



JOB NO: 24009 Ref: 23110
SCALE: NTS
DISK: Mountain Rose
DRAWN: 7 October, 2004

Integrity Surveys
8195 Kenai Spur Highway
SURVEYORS
Kendal Alaska 99611-8902
PHONE - (907) 283-9047
FAX - (907) 283-9071
PLANNERS





2004-012982-0

Recording Dist: 302 - Kenai

12/27/2004 9:38 AM Pages: 1 of 11

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DECLARATION

FOR

MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS

Phase 3 Amendment

C122704A

ROSEMONT, INC., the Declarant of the Declaration for Mountain Rose Estates Soldotna Condominiums, on August 3, 2004, recorded the Declaration under Document No. 2004-007604-0. The Declaration applies to property described as:

Tracts 1 and 2, MOUNTAIN ROSE ESTATES NO. 2, according to Plat No. 2004-43, records of the Kenai Recording District, Third Judicial District, State of Alaska.

Along with the Declaration, Declarant filed an as-built survey and floor plans under Plat No. 2004-46, that illustrated the Phase 1 units and common elements, as well as the future development areas for which Development Rights were reserved, pursuant to Article VIII of the Declaration. The units created in Phase 1 were Units 11, 16, 17 and 18.

A Phase 2 Amendment to the Declaration for Mountain Rose Estates Soldotna Condominiums was recorded October 11, 2004, under Document No. 2004-010255-0. The Phase 2 Amendment created Units 1 through 4 and 12 through 14. The as-built survey and floor plans for Phase 2 were filed under Plat No. 2004-81.

The purpose of the present amendment, pursuant to Declarant's reserved rights under Article VIII of the Declaration is to create 4 additional units, as well as additions to the common elements, and to submit them to the jurisdiction of the Mountain Rose Estates Soldotna Condominium Association. The Phase 3 units and common elements are shown on the as-built survey and floor plans filed under Plat No. 2004-121. The units and common elements are also shown on the Phase 3 development plan attached as Exhibit 3 to this amendment. The Phase 3 units are Units 7 through 10.

**DECLARATION FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS**

AMENDED EXHIBIT 2

TABLE OF ALLOCATED INTERESTS

Unit/Type*	Street Address	Square Footage**	% Common Expense Liability***	Votes
1 V	281 W. London Rose Cr.	1765 SF	6.2%	6.2
2 V	283 W. London Rose Cr.	1720 SF	6.0%	6.0
3 P	287 W. London Rose Cr.	2128 SF	7.5%	7.5
4 P	289 W. London Rose Cr.	2044 SF	7.2%	9.8
7 HR	297 W. London Rose Cr.	2075 SF	7.3%	7.3
8 V	305 W. London Rose Cr.	1732 SF	6.1%	6.1
9 V	307 W. London Rose Cr.	1728 SF	6.1%	6.1
10 HR	308 W. London Rose Cr.	2105 SF	7.4%	7.4
11 HR	304 W. London Rose Cr.	1960 SF	6.9%	6.9
12 P	300 W. London Rose Cr.	2159 SF	7.6%	7.6
13 V	298 W. London Rose Cr.	1810 SF	6.3%	6.3
14 AR	292 W. London Rose Cr.	2960 SF	10.4%	10.4
(There is no Unit 15)				
16 RR	268 Upper Rosian Dr.	1448 SF	5.1%	5.1
17 RR	266 Upper Rosian Dr.	1448 SF	5.1%	5.1
18 RR	264 Upper Rosian Dr.	1448 SF	5.1%	5.1
Total		28,530 SF	Total 100%****	Total 100

* See Exhibit 1 to Declaration for description of unit models, the names of which are abbreviated to initials in this exhibit. For instance, HR is Heritage Rose. RR is Ragosa Rose.

**Square footage includes living area and garage area.



*** The Common Expense Liability and the undivided interest in the Common Elements are the same.

**** Percentages and votes are rounded to the nearest 10th. If all 72 units permitted by the Declarant's Reserved Rights are constructed, the range of percentage of undivided interest per unit will be .9% to 1.4%, depending on the models and unit square footages developed.



**DECLARATION FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS**

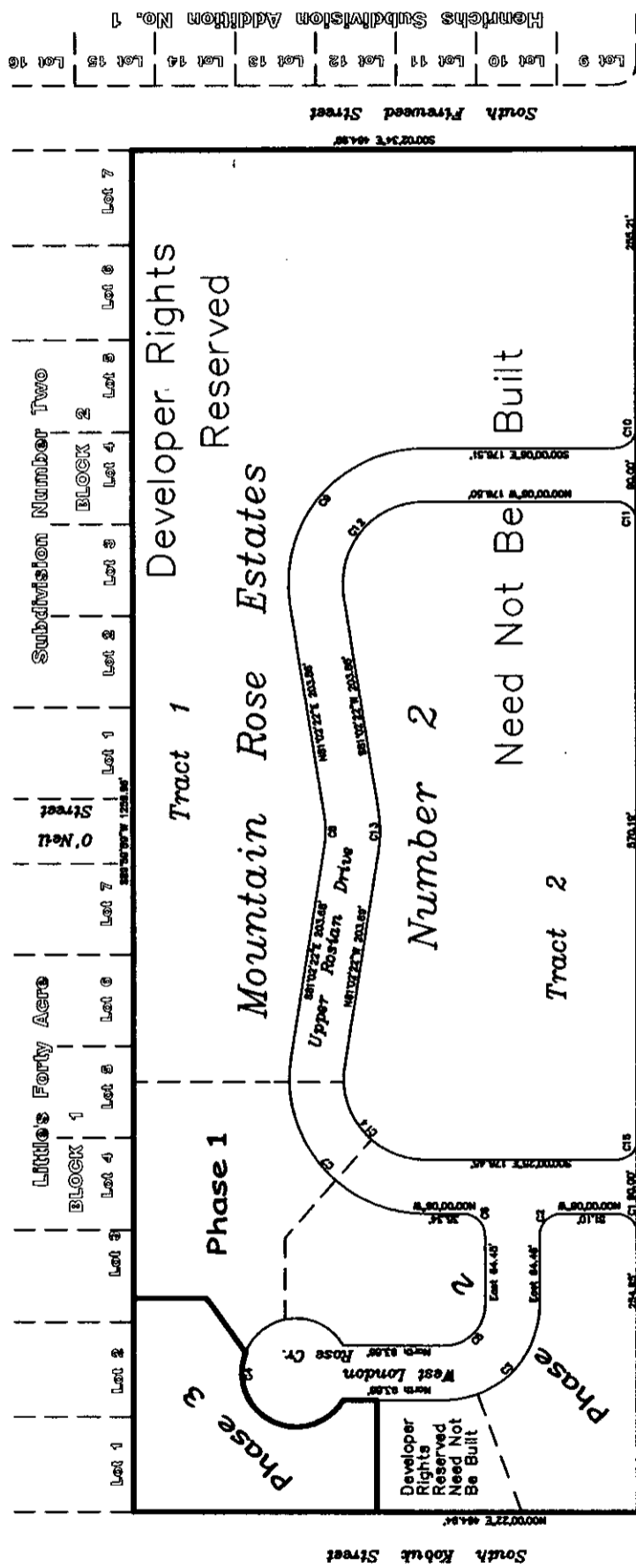
AMENDED EXHIBIT 3

DEVELOPMENT PLAN



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2004-012982-0



Little
Subdivision
Let 65A

Curve	Chord	Area	Chord	Area
1	1000.00	31.42	20.00	157.08
2	1000.00	31.42	20.00	157.08
3	1000.00	31.42	20.00	157.08
4	1000.00	31.42	20.00	157.08
5	1000.00	31.42	20.00	157.08
6	1000.00	31.42	20.00	157.08
7	1000.00	31.42	20.00	157.08
8	1000.00	31.42	20.00	157.08
9	1000.00	31.42	20.00	157.08
10	1000.00	31.42	20.00	157.08
11	1000.00	31.42	20.00	157.08
12	1000.00	31.42	20.00	157.08
13	1000.00	31.42	20.00	157.08
14	1000.00	31.42	20.00	157.08
15	1000.00	31.42	20.00	157.08
16	1000.00	31.42	20.00	157.08
17	1000.00	31.42	20.00	157.08
18	1000.00	31.42	20.00	157.08
19	1000.00	31.42	20.00	157.08
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22	1000.00	31.42	20.00	157.08
23	1000.00	31.42	20.00	157.08
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25	1000.00	31.42	20.00	157.08
26	1000.00	31.42	20.00	157.08
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47	1000.00	31.42	20.00	157.08
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49	1000.00	31.42	20.00	157.08
50	1000.00	31.42	20.00	157.08
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66	1000.00	31.42	20.00	157.08
67	1000.00	31.42	20.00	157.08
68	1000.00	31.42	20.00	157.08
69	1000.00	31.42	20.00	157.08
70	1000.00	31.42	20.00	157.08
71	1000.00	31.42	20.00	157.08
72	1000.00	31.42	20.00	157.08
73	1000.00	31.42	20.00	157.08
74	1000.00	31.42	20.00	157.08
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76	1000.00	31.42	20.00	157.08
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79	1000.00	31.42	20.00	157.08
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82	1000.00	31.42	20.00	157.08
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84	1000.00	31.42	20.00	157.08
85	1000.00	31.42	20.00	157.08
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87	1000.00	31.42	20.00	157.08
88	1000.00	31.42	20.00	157.08
89	1000.00	31.42	20.00	157.08
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91	1000.00	31.42	20.00	157.08
92	1000.00	31.42	20.00	157.08
93	1000.00	31.42	20.00	157.08
94	1000.00	31.42	20.00	157.08
95	1000.00	31.42	20.00	157.08
96	1000.00	31.42	20.00	157.08
97	1000.00	31.42	20.00	157.08
98	1000.00	31.42	20.00	157.08
99	1000.00	31.42	20.00	157.08
100	1000.00	31.42	20.00	157.08

Mountain Rose Estates Soldotna Condominiums Phase 2

JOB NO: 24120 Ref: 23110
 SCALE: NTS
 DISK: Mountain Rose
 DRAWN: 14 December, 2004 CB

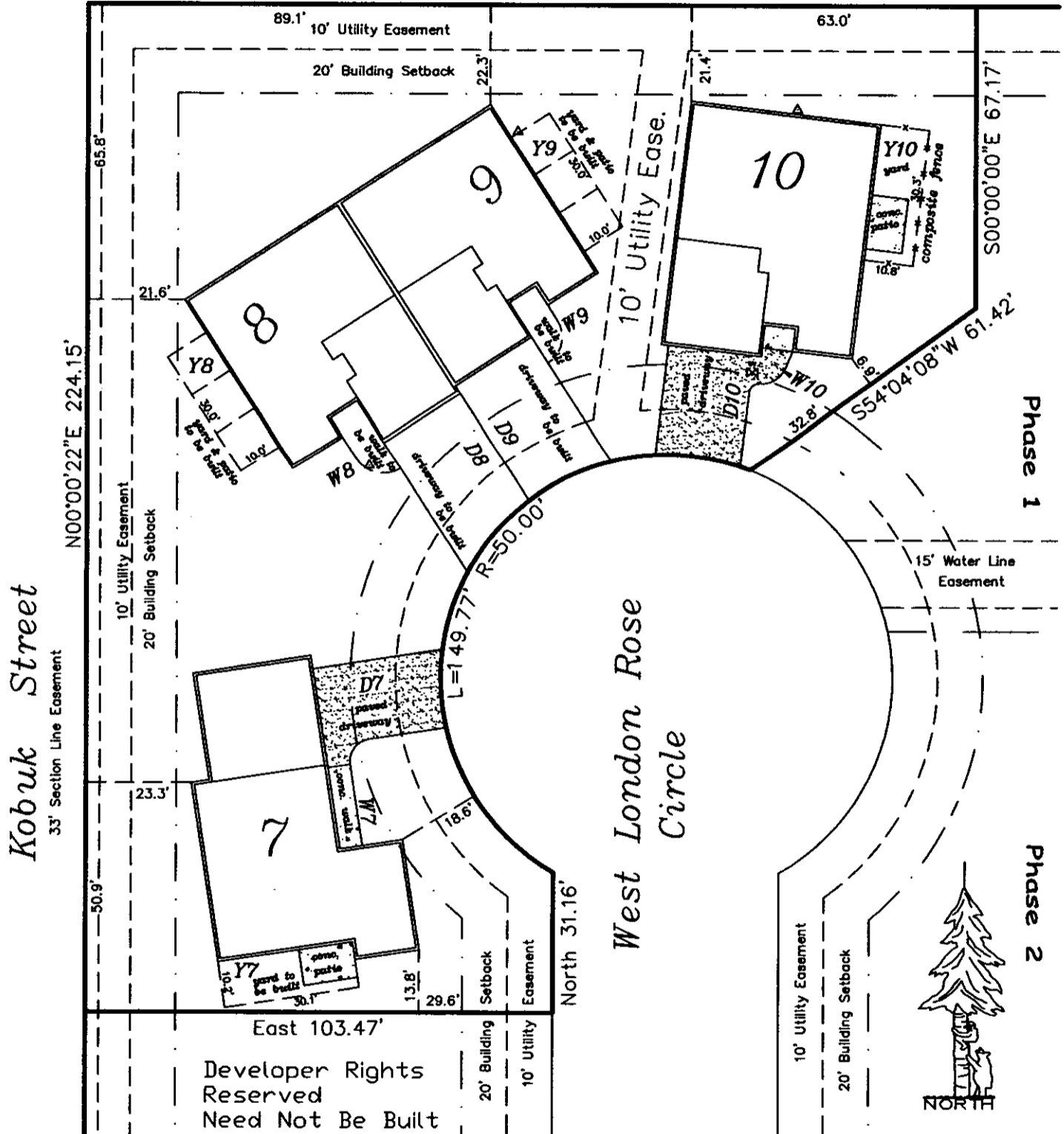
Integrity Surveys
 8195 Kenai Spur Highway Kenai, Alaska 99611-8502
 PHONE - (907) 263-9047
 SURVEYORS FAX ---- (907) 263-9071
 PLANNERS



Lot 1

Lot 2

N89°59'59"E 196.61'



N00°00'22"E 224.15'

33' Section Line Easement

Kobuk Street

50.9'

10' Utility Easement

20' Building Setback

23.3'

East 103.47'
Developer Rights Reserved
Need Not Be Built

20' Building Setback

10' Utility Easement

North 31.16'

West London Rose Circle

R=50.00'

L=149.77'

18.6'

13.8'

29.6'

10.0'

22.3'

21.6'

65.8'

89.1'

21.4'

63.0'

10.8'

6.9'

32.8'

61.42'

67.17'

S00°00'00"E

Phase 1

15' Water Line Easement

Phase 2

NORTH

Mountain Rose Estates
Soldotna Condominiums
Phase 3

JOB NO: 24009 Ref: 23110

SCALE: NTS

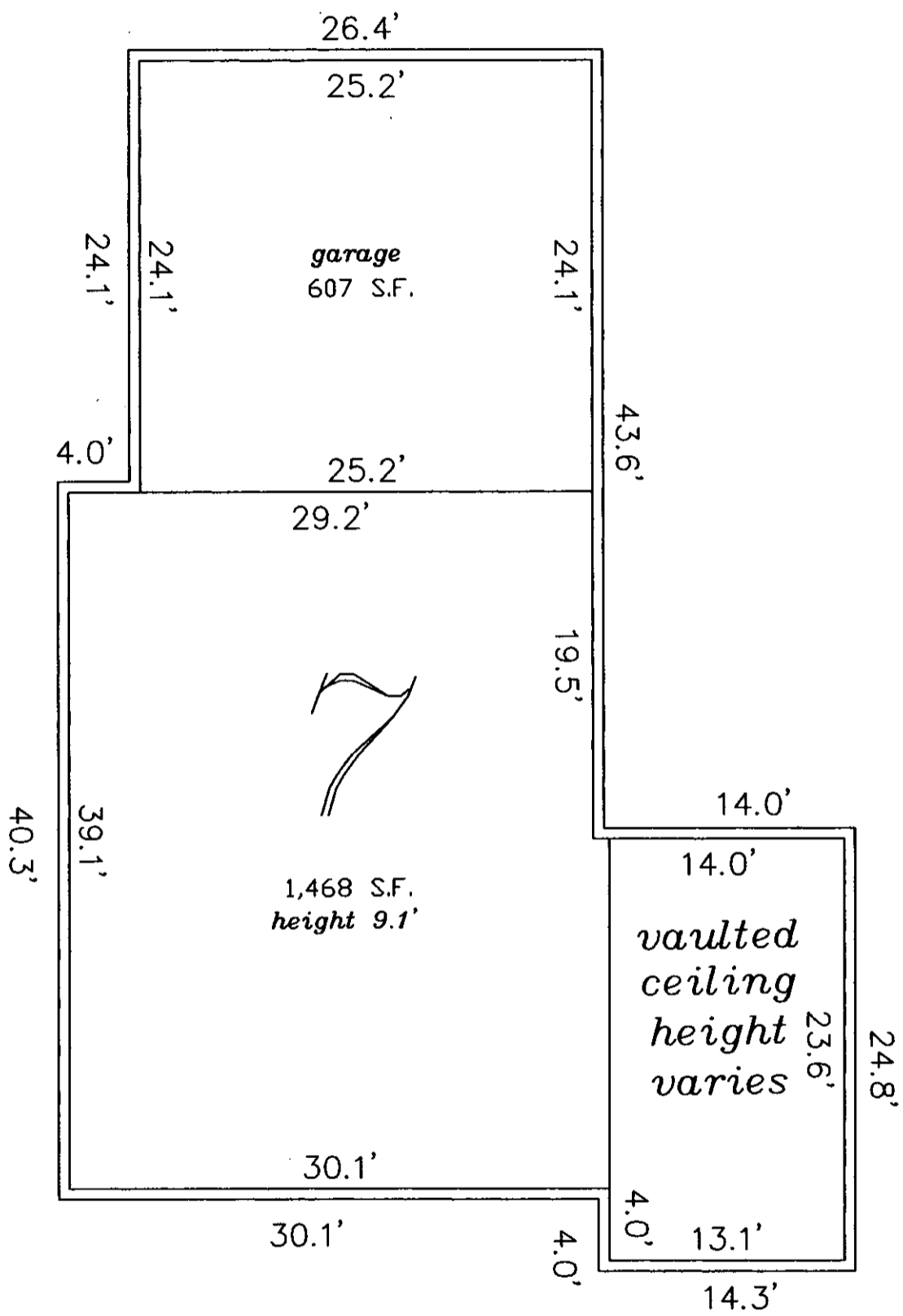
DISK: Mountain Rose

DRAWN: 14 December, 2004 CB

Integrity Surveys

8195 Kenal Spur Highway Kenal, Alaska 99611-8902
SURVEYORS PHONE - (907) 283-8047
FAX - (907) 283-8071 PLANNERS





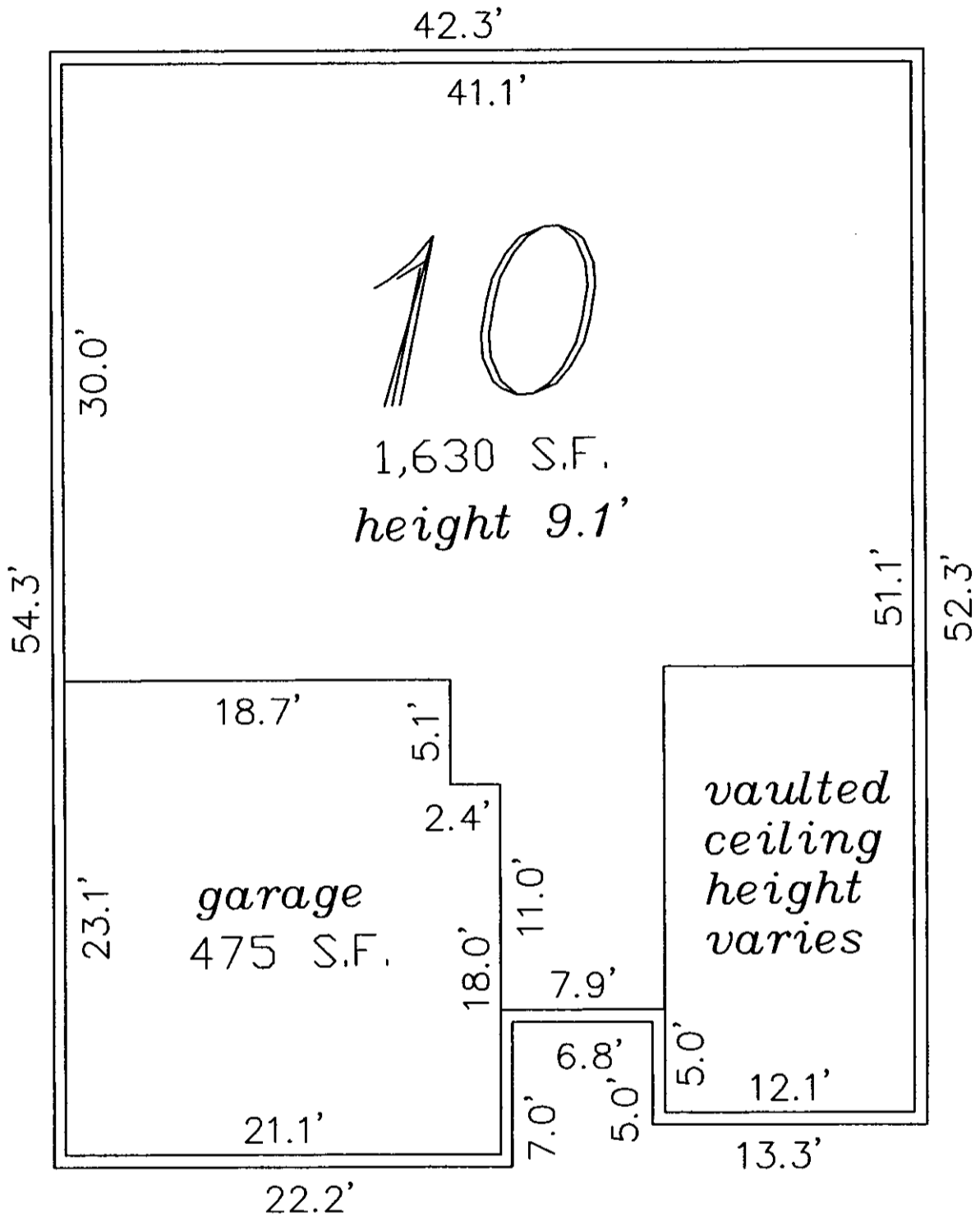
Unit 7

Mountain Rose Estates
Soldotna Condominiums
Phase 3

JOB NO: 24120 Ref: 23110
SCALE: NTS
DISK: Mountain Rose
DRAWN: 14 December, 2004 CB

Integrity Surveys
8195 Kenai Spur Highway Kenai, Alaska 99611-8002
SURVEYORS PHONE - (907) 352-8097 FAX - (907) 353-8071 PLANNERS





Unit 10

Mountain Rose Estates
Soldotna Condominiums
Phase 3

JOB NO: 24120 Ref: 23110

SCALE: NTS

DISK: Mountain Rose

DRAWN: 14 December, 2004 CB

Integrity Surveys

8195 Kenai Spur Highway Kenai, Alaska 99611-8902
SURVEYORS PHONE - (907) 283-8047 PLANNERS
FAX - (907) 283-8071



2005-003609-0

Recording Dist: 302 - Kenai
5/4/2005 1:03 PM Pages: 1 of 7

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**DECLARATION
FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS**

Phase 4 Amendment

ROSEMONT, INC., the Declarant of the Declaration for Mountain Rose Estates Soldotna Condominiums, on August 3, 2004, recorded the Declaration under Document No. 2004-007604-0. The Declaration applies to property described as:

Tracts 1 and 2, MOUNTAIN ROSE ESTATES NO. 2, according to Plat No. 2004-43, records of the Kenai Recording District, Third Judicial District, State of Alaska.

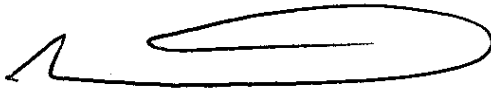
Along with the Declaration, Declarant filed an as-built survey and floor plans under Plat No. 2004-46, that illustrated the Phase 1 units and common elements, as well as the future development areas for which Development Rights were reserved, pursuant to Article VIII of the Declaration. The units created in Phase 1 were Units 11, 16, 17 and 18.

A Phase 2 Amendment to the Declaration for Mountain Rose Estates Soldotna Condominiums was recorded October 11, 2004, under Document No. 2004-010255-0. The Phase 2 Amendment created Units 1 through 4 and 12 through 14. The as-built survey and floor plans for Phase 2 were filed under Plat No. 2004-81.

A Phase 3 Amendment to the Declaration for Mountain Rose Estates Soldotna Condominiums was recorded December 27, 2004, under Document No. 2004-012982-0. The Phase 3 Amendment created Units 7 through 10. The as-built survey and floor plans for Phase 3 were filed under Plat No. 2004-121.

The purpose of the present amendment, pursuant to Declarant's reserved rights under Article VIII of the Declaration is to create 2 additional units, as well as additions to the common elements, and to submit them to the jurisdiction of the Mountain Rose Estates Soldotna Condominium Association. The Phase 4 units and common elements are shown

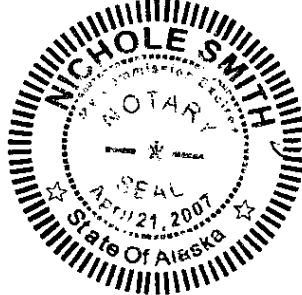
MORTGAGEE CONSENT: FIRST NATIONAL BANK ALASKA


By: 
Mike Frost, Vice President

STATE OF ALASKA)
)ss:
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 4th day of May, 2005, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **MIKE FROST**, known to me and to me known to be a **Vice President** of **FIRST NATIONAL BANK ALASKA**, and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of the **FIRST NATIONAL BANK ALASKA** for the uses and purposes therein set forth.

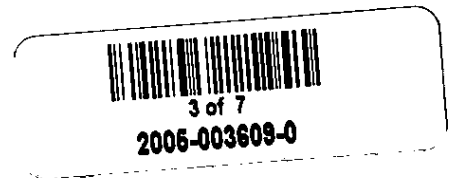
WITNESS MY HAND and notarial seal the day and year first hereinabove written.




NOTARY PUBLIC IN AND FOR ALASKA
My Commission Expires: 4/21/07

AFTER RECORDING RETURN TO:

Sandra J. Wicks, Esq.
3237 W. 31st Avenue
Anchorage, Alaska 99517



**DECLARATION FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS**

AMENDED EXHIBIT 2

TABLE OF ALLOCATED INTERESTS

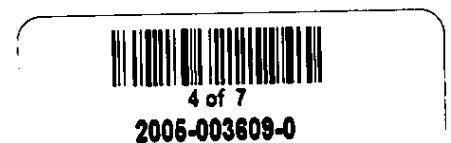
Unit/Type*	Street Address	Square Footage**	% Common Expense Liability***	Votes
1 V	281 W. London Rose Cr.	1765 SF	5.4%	5.4
2 V	283 W. London Rose Cr.	1720 SF	5.3%	5.3
3 P	287 W. London Rose Cr.	2128 SF	6.5%	6.5
4 P	289 W. London Rose Cr.	2044 SF	6.3%	6.3
5 HR	291 W. London Rose Cr.	2039 SF	6.2%	6.2
6 HR	293 W. London Rose Cr.	2082 SF	6.4%	6.4
7 HR	297 W. London Rose Cr.	2075 SF	6.4%	6.4
8 V	305 W. London Rose Cr.	1732 SF	5.3%	5.3
9 V	307 W. London Rose Cr.	1728 SF	5.3%	5.3
10 HR	308 W. London Rose Cr.	2105 SF	6.5%	6.5
11 HR	304 W. London Rose Cr.	1960 SF	6.0%	6.0
12 P	300 W. London Rose Cr.	2159 SF	6.6%	6.6
13 V	298 W. London Rose Cr.	1810 SF	5.5%	5.5
14 AR	292 W. London Rose Cr.	2960 SF	9.1%	9.1
(There is no Unit 15)				
16 RR	268 Upper Rosian Dr.	1448 SF	4.4%	4.4
17 RR	266 Upper Rosian Dr.	1448 SF	4.4%	4.4
18 RR	264 Upper Rosian Dr.	1448 SF	4.4%	4.4
Total		32,651 SF	Total 100%*****	Total 100

* See Exhibit 1 to Declaration for description of unit models, the names of which are abbreviated to initials in this exhibit. For instance, HR is Heritage Rose. RR is Ragosa Rose.

**Square footage includes living area and garage area.

*** The Common Expense Liability and the undivided interest in the Common Elements are the same.

**** Percentages and votes are rounded to the nearest 10th. If all 72 units permitted by the Declarant's Reserved Rights are constructed, the range of percentage of undivided interest per unit will be .9% to 1.4%, depending on the models and unit square footages developed.



**DECLARATION FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS**

AMENDED EXHIBIT 3

DEVELOPMENT PLAN



5 of 7

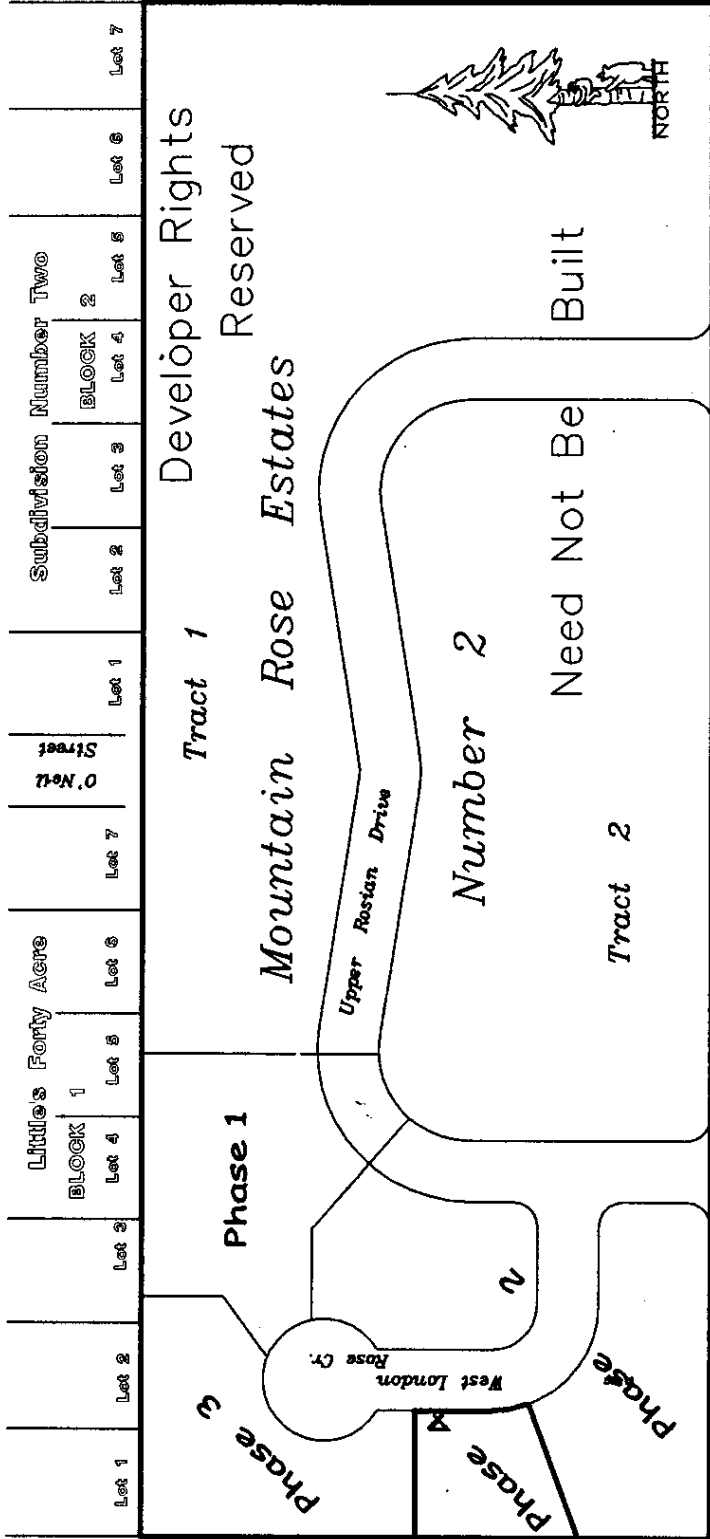
2005-003609-0

South Kobuk Street

Let 1 Let 2 Let 3 Let 4 Let 5 Let 6 Let 7

Let 8 Let 9 Let 10 Let 11 Let 12 Let 13 Let 14 Let 15 Let 16

Henrichs Subdivision Addition No. 1



South Kobuk Street

Little Street

Tract 9

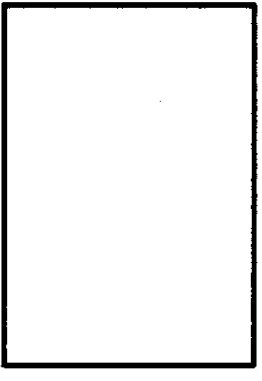
Tract 10

Tract 11

Tract 12

Note: Tract 11
 1) Homer Electric Association, Inc. has a blanket Right of Way
 Easement across Tracts A & B per Book 6 Page 266 (RD).

Acres Subdivision



Page 1 of 2

2006-003609-0

9 of 7

**Mountain Rose Estates
 Soldotna Condominiums
 Phase 4**

JOB NO: 25034
 SCALE: NTS
 DISK: Mountain Rose
 DRAWN: 28 April, 2005 CB

Integrity Surveys

8195 Kenai Spur Highway
 SURVEYORS PHONE -- (907) 263-9047
 FAX --- (907) 263-9071

Kenai, Alaska 99611-8902
 PLANNERS

Phase 3

East 103.47'

Kobuk Street

N00°00'22"E 133.13'

33' Section Line Easement

10' Utility Easement

20' Building Setback

20' Building Setback

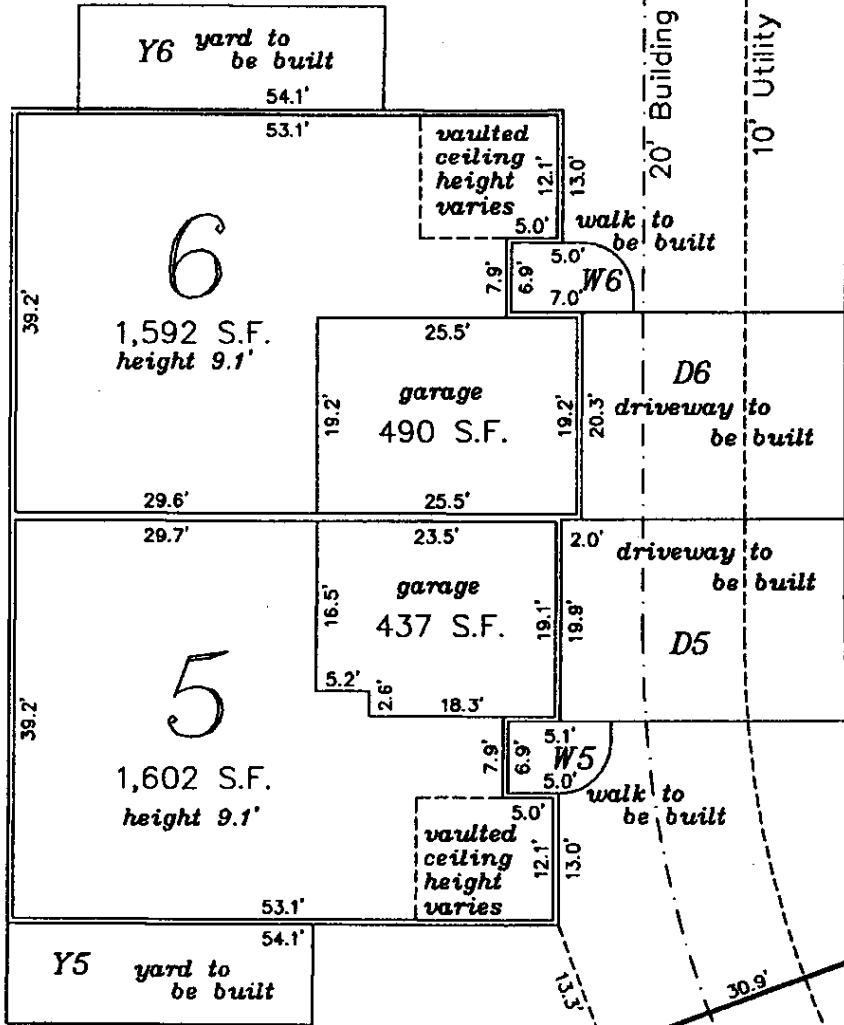
Easement

10' Utility

North 62.69'

West London Rose Circle

L=30.81' R=87.00'



S69°42'27"W 116.09'

Phase 2



Mountain Rose Estates
Soldotna Condominiums
Phase 4

JOB NO:	25034
SCALE:	NTS
DISK:	Mountain Rose
DRAWN:	06 April, 2005 CB

Integrity Surveys

8195 Kenol Spur Highway Kenol, Alaska 99811-0902
SURVEYORS PHONE -- (907) 283-8047 FAX -- (907) 283-8071 PLANNERS



7 of 7
2005-003609-0



2005-010897-0

Recording Dist: 302 - Kenai
11/3/2005 11:56 AM Pages: 1 of 10

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DECLARATION

FOR

MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS

Phase 5 Amendment

ROSEMONT, INC., the Declarant of the Declaration for Mountain Rose Estates Soldotna Condominiums, on August 3, 2004, recorded the Declaration under Document No. 2004-007604-0. The Declaration applied to property described as:

Tracts 1 and 2, MOUNTAIN ROSE ESTATES NO. 2,
According to Plat No. 2004-43, records of the Kenai Recording
District, Third Judicial District, State of Alaska.

Along with the Declaration, Declarant filed an as-built survey and floor plans under Plat No. 2004-46, that illustrated the Phase 1 units and common elements, as well as the future development areas for which Development Rights were reserved, pursuant to Article VIII of the Declaration. The units created in Phase 1 were Units 11, 16, 17 and 18.

A Phase 2 Amendment to the Declaration for Mountain Rose Estates Soldotna Condominiums was recorded October 11, 2004, under Document No. 20054-010255-0. The Phase 2 Amendment created units 1 through 4 and 12 through 14. The as-built survey and floor plans for Phase 2 were filed under Plat No. 2004-81.

A Phase 3 Amendment to the Declaration for Mountain Rose Estates Soldotna Condominiums was recorded December 27, 2004, under Document No. 2004-012982-0. The Phase 3 Amendment created units 7 through 10. The as-built survey and floor plans for Phase 3 were filed under Plat No. 2004-121.

A Phase 4 Amendment to the Declaration for Mountain Rose Estates Soldotna Condominiums was recorded May 5, 2005, under Document No. 2005-003609-0. The Phase 4 Amendment created units 5 and 6. The as-built survey and floor plans for Phase 4 were filed under Plat No. 2005-24.

The purpose of the present amendment, pursuant to Declarant's reserved rights under Article VIII of the Declaration is to create 3 additional units, as well as additions to the common elements, and to submit them to the jurisdiction of the Mountain Rose Estates Soldotna Condominium Association. The Phase 5 units and the common elements are shown on the as-built survey and floor plans filed under Plat No. 2005-93. The units and common elements are also shown on the Phase 5 development plan attached as Exhibit 3 to this amendment. The Phase 5 units are 30, 31 and 32.

Rosemont, Inc., declares that the units common elements created by this Phase 5 amendment shall be held and conveyed subject to the terms, covenants, restrictions and conditions of the Declaration.

Attached to this Amendment are the revised Exhibit 2, the Table of Allocated Interests, and the revised Exhibit 3, the Development Plan.

No other part or portion of the Declaration is amended hereby, except as may be necessarily implied to give full force and effect to this Amendment.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed This 31 day of Oct, 2005.

DECLARANT: ROSEMONT, INC.



Dennis Smith, President

STATE OF ALASKA)
)s.s.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that this 31 day of Oct, 2005, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **DENNIS SMITH**, known to me and to me known to be the President of **ROSEMONT, INC.**, and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of **ROSEMONT, INC.**, for the uses and purposes therein set forth pursuant to bylaws or resolution of the board of directors.

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




Notary Public in and for Alaska
My Commission Expires: 4/9/07

MORTGAGEE CONSENT; FIRST NATIONAL BANK ALASKA

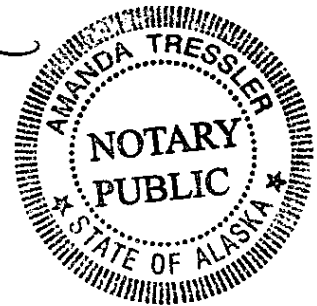
By: [Signature]
Mike Frost, Vice President

STATE OF ALASKA)
)s.s.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that this 15th day of November 2005, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **MIKE FROST**, known to me and to me known to be A **Vice President of FIRST NATIONAL BANK ALASKA**, and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of **FIRST NATIONAL BANK ALASKA** for the uses and purposes therein set forth pursuant to bylaws or resolution of the board of directors.

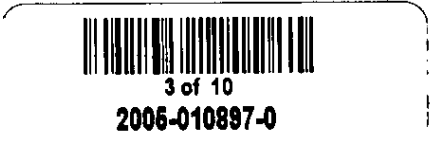
WITNESS my hand and notarial seal the day and year first hereinabove written.

[Signature]
Notary Public in and for Alaska
My Commission Expires: 8/26/07



AFTER RECORDING RETURN TO:

Rosemont, Inc.
3332 Tamarak Ave #3
Wasilla, AK 99654-7429



**DECLARATION FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS**

AMENDED EXHIBIT 2

TABLE OF ALLOCATED INTERESTS

Unit/Type*	Street Address	Square Footage**	% Common Expense Liability***
1 V	281 W. London Rose Cir.	1765 SF	4.4
2 V	283 W. London Rose Cir	1720 SF	4.3
3 P	287 W. London Rose Cir	2128 SF	5.3
4 P	289 W. London Rose Cir	2044 SF	5.1
5 HR	291 W. London Rose Cir	2039 SF	5.1
6 HR	293 W. London Rose Cir	2082 SF	5.2
7 HR	297 W. London Rose Cir	2075 SF	5.2
8 V	305 W. London Rose Cir	1732 SF	4.3
9 V	307 W. London Rose Cir	1728 SF	4.3
10 HR	308 W. London Rose Cir	2105 SF	5.3
11 HR	304 W. London Rose Cir	1960 SF	4.9
12 P	300 W. London Rose Cir	2159 SF	5.4
13 V	298 W. London Rose Cir	1810 SF	4.5
14 AR	292 W. London Rose Cir	2960 SF	7.5
16 RR	268 Upper Rosian Dr	1448 SF	3.6
17 RR	266 Upper Rosian Dr	1448 SF	3.6
18 RR	264 Upper Rosian Dr	1448 SF	3.6
30 HR	256 Little St	2237 SF	5.6
31 P	241 Upper Rosian Dr	2753 SF	6.9
32 P	247 Upper Rosian Dr	2308 SF	5.8
Total		39,949 SF	Total 100%

* See Exhibit 1 to Declaration for description of unit models, the names of which are abbreviated to initials in this exhibit. For instance, HR is Heritage Rose, RR is Ragosa Rose.

** Square footage includes living area and garage area.

*** The Common Expense Liability and the undivided interest in the Common Elements are the same.



**DECLARATION FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS**

AMENDED EXHIBIT 3

DEVELOPMENT PLAN



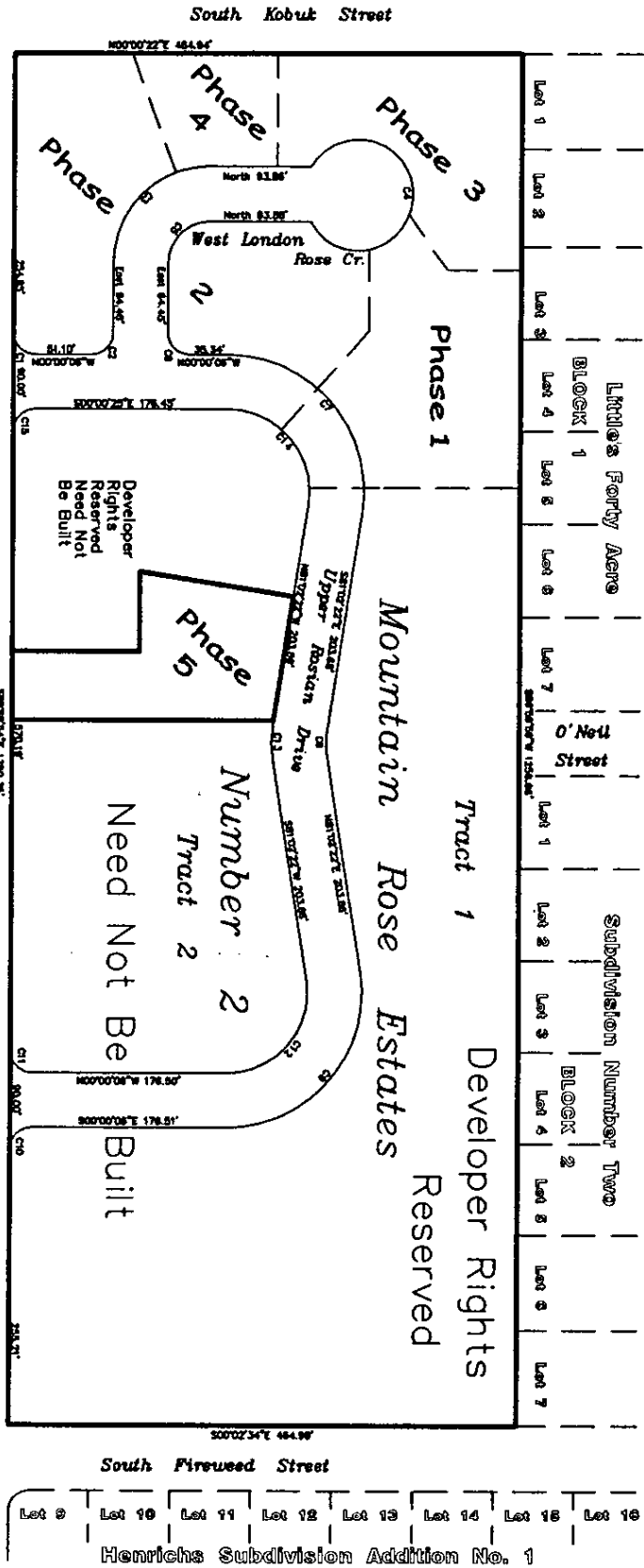
5 of 10

2005-010897-0

Mountain Rose Estates Soldotna Condominiums Phase 5

JOB NO: 25197 Ref: 23110
 SCALE: NTS
 DISK: Mountain Rose
 DRAWN: 03 November, 2005 CB

Integrity Surveys
 8195 Kenai Spur Highway
 SURVEYORS
 Kenai, Alaska 99611-8902
 PHONE - (907) 283-8047
 FAX - (907) 283-8071
 PLANNERS



Corner	Dist	Angle	Length	Dist	Point	Notes
1	10.00	90.00	10.00	10.00	10.00	10.00
2	10.00	90.00	10.00	10.00	10.00	10.00
3	10.00	90.00	10.00	10.00	10.00	10.00
4	10.00	90.00	10.00	10.00	10.00	10.00
5	10.00	90.00	10.00	10.00	10.00	10.00
6	10.00	90.00	10.00	10.00	10.00	10.00
7	10.00	90.00	10.00	10.00	10.00	10.00
8	10.00	90.00	10.00	10.00	10.00	10.00
9	10.00	90.00	10.00	10.00	10.00	10.00
10	10.00	90.00	10.00	10.00	10.00	10.00
11	10.00	90.00	10.00	10.00	10.00	10.00
12	10.00	90.00	10.00	10.00	10.00	10.00
13	10.00	90.00	10.00	10.00	10.00	10.00
14	10.00	90.00	10.00	10.00	10.00	10.00
15	10.00	90.00	10.00	10.00	10.00	10.00
16	10.00	90.00	10.00	10.00	10.00	10.00



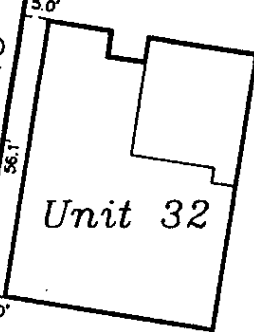
6 of 10
 2005-010897-0

Upper Rosian Dr.

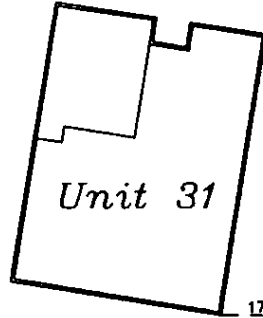
10' Utility Ease.
20' Building Setback

85.51'
S81°02'22"E 203.69'
115.28'

N09°00'57"E 142.15'



Unit 32

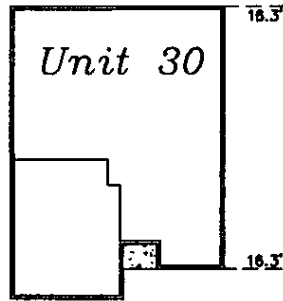


Unit 31

S89°59'59"E 72.49'

Developer Rights
Reserved
Need Not be Built

N00°03'22"W 116.84'



Unit 30

S00°00'01"W 239.28'

Developer Rights Reserved
Need Not be Built

20' Building Setback
10' Utility Easement

201.46'

63.54'

S89°59'54"E 265.00'

Little Dr.

Units 30, 31 & 32

**Mountain Rose Estates
Soldotna Condominiums
Phase 5**

JOB NO: 25197 Ref: 23110
DRAWN: 31 October, 2004 CB
SCALE: NTS
DISK: Mountain Rose

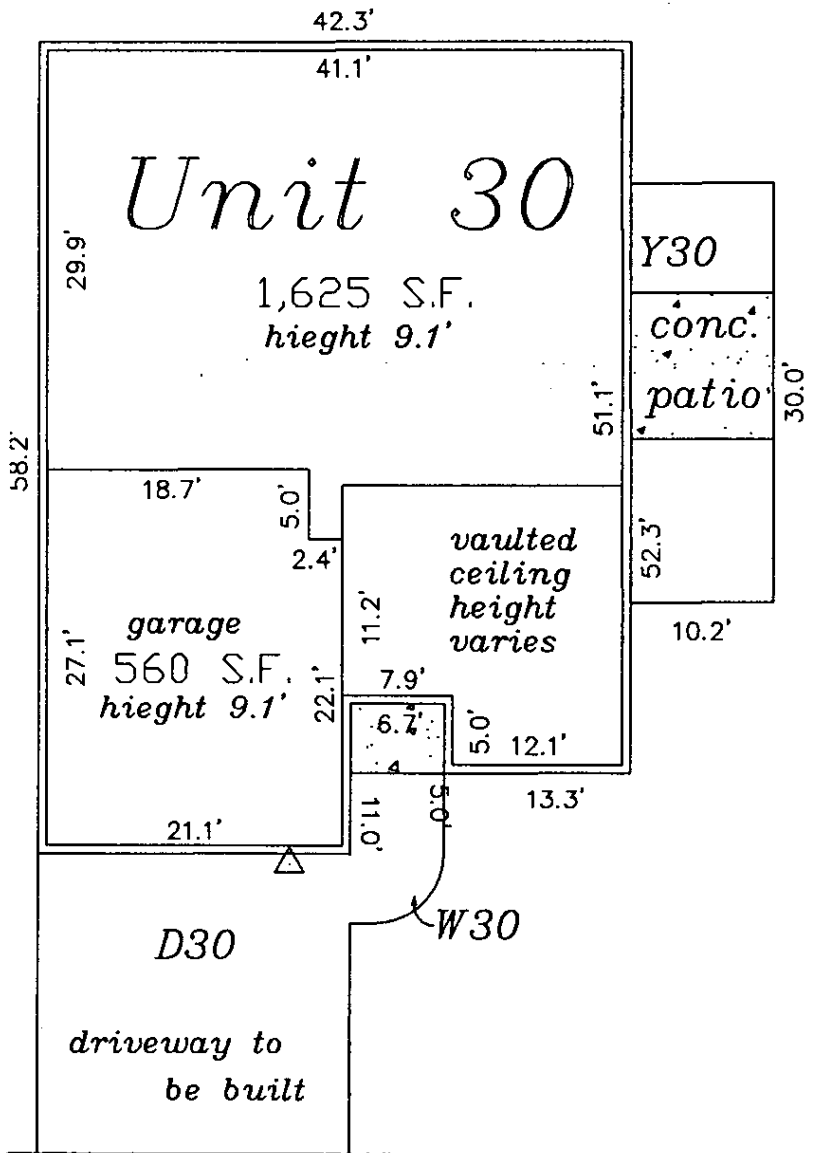
Integrity Surveys
8195 Kenal Spur Highway Kenal, Alaska 99581

SURV



7 of 10

2006-010897-0

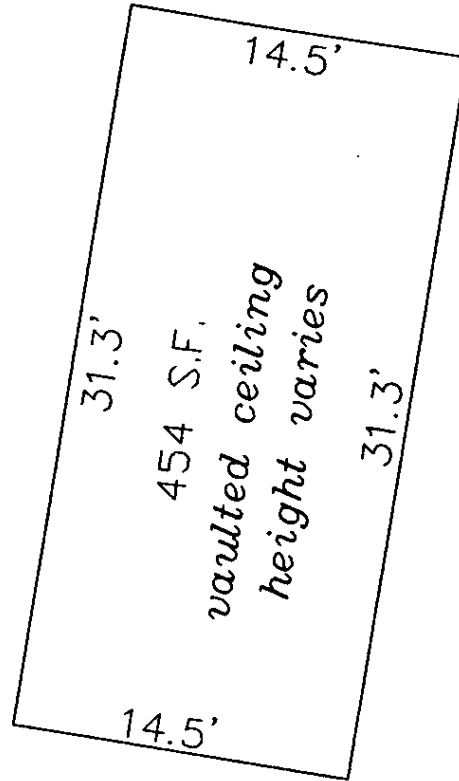
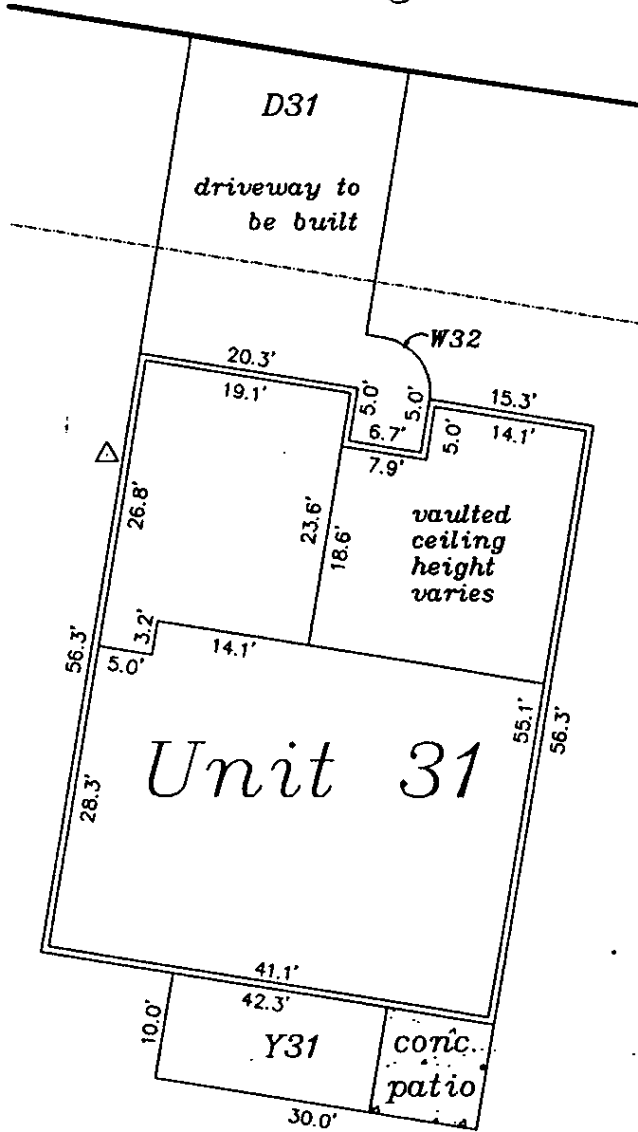


Little Drive

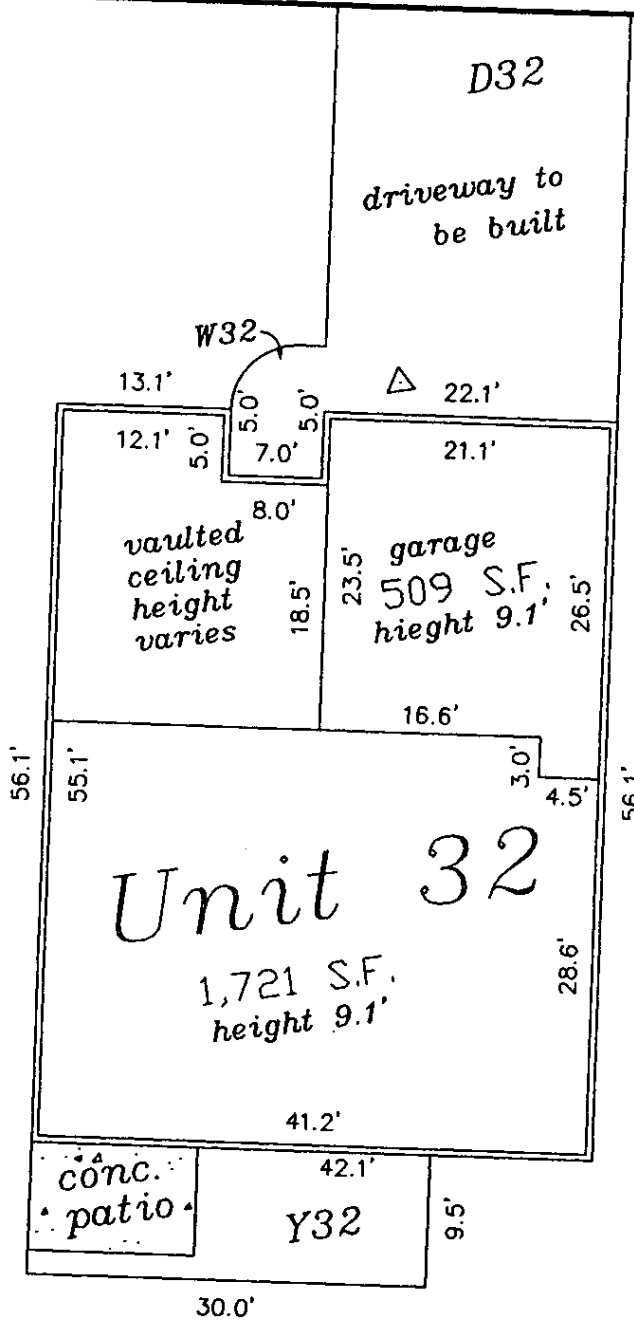


Upper Rosian Drive

Unit 31
2nd floor



Upper Rosian Dr.



**Mountain Rose Estates
Soldotna Condominiums
Phase 5**

JOB NO: 25197 Ref: 23110
SCALE: NTS
DISK: Mountain Rose
DRAWN: 03 November, 2005 CB



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2006-010897-0

3002



2006-001749-0

Recording Dist: 302 - Kenai
2/24/2006 11:09 AM Pages: 1 of 9

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DECLARATION

FOR

MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS

Phase 6 Amendment

ROSEMONT, INC., the Declarant of the Declaration for Mountain Rose Estates Soldotna Condominiums, on August 3, 2004, recorded the Declaration under Document No. 2004-007604-0. The Declaration applied to property described as:

Tracts 1 and 2, MOUNTAIN ROSE ESTATES NO. 2,
According to Plat No. 2004-43, records of the Kenai Recording
District, Third Judicial District, State of Alaska.

Along with the Declaration, Declarant filed an as-built survey and floor plans under Plat No. 2004-46, that illustrated the Phase 1 units and common elements, as well as the future development areas for which Development Rights were reserved, pursuant to Article VIII of the Declaration. The units created in Phase 1 were Units 11, 16, 17 and 18.

A Phase 2 Amendment to the Declaration for Mountain Rose Estates Soldotna Condominiums was recorded October 11, 2004, under Document No. 20054-010255-0. The Phase 2 Amendment created units 1 through 4 and 12 through 14. The as-built survey and floor plans for Phase 2 were filed under Plat No. 2004-81.

A Phase 3 Amendment to the Declaration for Mountain Rose Estates Soldotna Condominiums was recorded December 27, 2004, under Document No. 2004-012982-0. The Phase 3 Amendment created units 7 through 10. The as-built survey and floor plans for Phase 3 were filed under Plat No. 2004-121.

A Phase 4 Amendment to the Declaration for Mountain Rose Estates Soldotna Condominiums was recorded May 5, 2005, under Document No. 2005-003609-0. The Phase 4 Amendment created units 5 and 6. The as-built survey and floor plans for Phase 4 were filed under Plat No. 2005-24.

A Phase 5 Amendment to the Declaration for Mountain Rose Estates Soldotna Condominiums was recorded on October 31, 2005, under Document No. 2005-010897-0.

The Phase 5 Amendment created units 30, 31 and 32. The as-built survey and floor plans for Phase 5 were filed under Plat No. 2005-93.

The purpose of the present amendment, pursuant to Declarant's reserved rights under Article VIII of the Declaration is to create 3 additional units, as well as additions to the common elements, and to submit them to the jurisdiction of the Mountain Rose Estates Soldotna Condominium Association. The Phase 6 units and the common elements are shown on the as-built survey and floor plans filed under Plat No. 2006-10. The units and common elements are also shown on the Phase 6 development plan attached as Exhibit 3 to this amendment. The Phase 6 units are 24, 25 and 33.

Rosemont, Inc., declares that the units common elements created by this Phase 6 amendment shall be held and conveyed subject to the terms, covenants, restrictions and conditions of the Declaration.

Attached to this Amendment are the revised Exhibit 2, the Table of Allocated Interests, and the revised Exhibit 3, the Development Plan.

No other part or portion of the Declaration is amended hereby, except as may be necessarily implied to give full force and effect to this Amendment.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed This 30th day of January, 2006.

DECLARANT: ROSEMONT, INC.

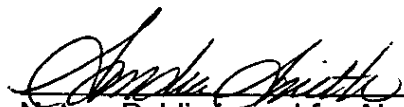

Dennis Smith, President

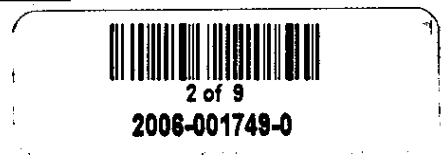
STATE OF ALASKA)
) s.s.
THIRD JUDICIAL DISTRICT)



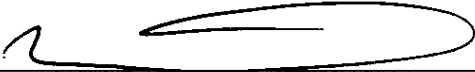
THIS IS TO CERTIFY that this 30th day of January, 2006, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **DENNIS SMITH**, known to me and to me known to be the President of **ROSEMONT, INC.**, and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of **ROSEMONT, INC.**, for the uses and purposes therein set forth pursuant to bylaws or resolution of the board of directors.

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


Notary Public in and for Alaska
My Commission Expires: 4/9/07



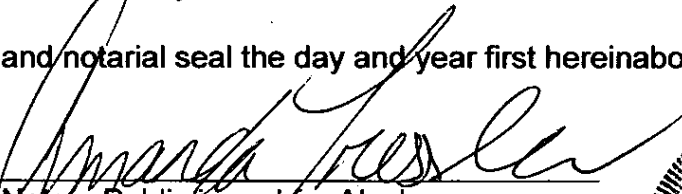
MORTGAGEE CONSENT; FIRST NATIONAL BANK ALASKA

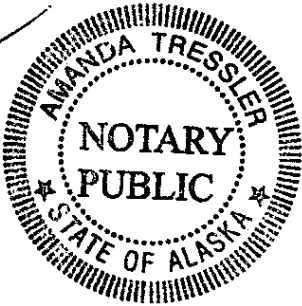
By: 
Mike Frost, Vice President

STATE OF ALASKA)
)s.s.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that this 22nd day of February 2006, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **MIKE FROST**, known to me and to me known to be A **Vice President of FIRST NATIONAL BANK ALASKA**, and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of **FIRST NATIONAL BANK ALASKA** for the uses and purposes therein set forth pursuant to bylaws or resolution of the board of directors.

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


Notary Public in and for Alaska
My Commission Expires: 8/26/07



AFTER RECORDING RETURN TO:

Rosemont, Inc.
3332 Tamarak Ave #3
Wasilla, AK 99654-7429



**DECLARATION FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS**

AMENDED EXHIBIT 2

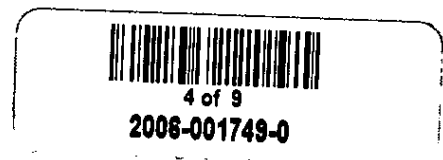
TABLE OF ALLOCATED INTERESTS

Unit/Type*	Street Address	Square Footage**	% Common Expense Liability***
1 V	281 W. London Rose Cir.	1765 SF	3.7
2 V	283 W. London Rose Cir	1720 SF	3.7
3 P	287 W. London Rose Cir	2128 SF	4.6
4 P	289 W. London Rose Cir	2044 SF	4.4
5 HR	291 W. London Rose Cir	2039 SF	4.4
6 HR	293 W. London Rose Cir	2082 SF	4.5
7 HR	297 W. London Rose Cir	2075 SF	4.5
8 V	305 W. London Rose Cir	1732 SF	3.8
9 V	307 W. London Rose Cir	1728 SF	3.7
10 HR	308 W. London Rose Cir	2105 SF	4.5
11 HR	304 W. London Rose Cir	1960 SF	4.2
12 S	300 W. London Rose Cir	2159 SF	4.6
13 AR	298 W. London Rose Cir	1810 SF	3.9
14 HR	292 W. London Rose Cir	2960 SF	6.4
16 RR	268 Upper Rosian Dr	1448 SF	3.1
17 RR	266 Upper Rosian Dr	1448 SF	3.1
18 RR	264 Upper Rosian Dr	1448 SF	3.1
24 S	271 Upper Rosian Dr	2168 SF	4.7
25 HR	273 Upper Rosian Dr	2148 SF	4.6
30 HR	256 Little St	2237 SF	4.8
31 P	241 Upper Rosian Dr	2753 SF	6.0
32 P	247 Upper Rosian Dr	2308 SF	5.0
33 S	257 Upper Rosian Dr	2232 SF	4.7
	Total	46,497 SF	Total 100%

* See Exhibit 1 to Declaration for description of unit models, the names of which are abbreviated to initials in this exhibit. For instance, HR is Heritage Rose, RR is Ragosa Rose.

** Square footage includes living area and garage area.

*** The Common Expense Liability and the undivided interest in the Common Elements are the same.



**DECLARATION FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS**

AMENDED EXHIBIT 3

DEVELOPMENT PLAN



5 of 9

2006-001749-0

Henriehs Subdivision Addition No. 1
 Lot 9 Lot 10 Lot 11 Lot 12 Lot 13 Lot 14 Lot 15 Lot 16

South Firwood Street
 S0007347E 464.90'

Subdivision Number Two
 BLOCK 2
 Lot 1 Lot 2 Lot 3 Lot 4 Lot 5 Lot 6 Lot 7

Tract 1
 Developer Rights Reserved

Tract 2
 Number 2
 Need Not Be Built

Tract 3
 Phase 1
 Phase 2
 Phase 3
 Phase 4
 Phase 5
 Phase 6

Upper Rostan Drive
 S0007347E 178.50'

Little Street
 S0007347E 128.35'

West London Rose Cr.
 West 63.00'

West 63.00'

East 64.45'

East 64.45'

East 64.45'

East 64.45'

East 64.45'

East 64.45'

East 64.45'

East 64.45'

East 64.45'

East 64.45'

East 64.45'

East 64.45'

Tract 10
 Little's Forty
 SURVEYOR'S CERTIFICATE
 Section 34.08.170 of the Uniform Common Interest Ownership Act provides that a declaration for a condominium or plan that is a part of the declaration for a condominium may not be filed unless there is 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.

Tract 11
 Notes
 Homer Electric Association, Inc. has a blanket Right of Way Easement across Tracts A & B per Book 6 Page 266 KRD.
 ACRE Subdivision

Tract 12
 I do hereby certify that "Rossmont Inc." is the owner of Tract 1 & 2 Mountain Rose Estates No. 2 as set forth in the Kenai Recording District No. 2006-001749-0 in the Kenai Recording District No. 10, Westward Borough, Alaska. Rossmont, Inc. does hereby certify to the preparation and recording of this condominium plan in accordance with the Uniform Interest Ownership Act, AS 34.08.

Tract 13
 Notary Public for Alaska
 My Commission Expires

Tract 14
 Notary Public for Alaska
 My Commission Expires

Tract 15
 Notary Public for Alaska
 My Commission Expires

Tract 16
 Notary Public for Alaska
 My Commission Expires

Tract 17
 Notary Public for Alaska
 My Commission Expires

Tract 18
 Notary Public for Alaska
 My Commission Expires

Tract 19
 Notary Public for Alaska
 My Commission Expires

Tract 20
 Notary Public for Alaska
 My Commission Expires

Tract 21
 Notary Public for Alaska
 My Commission Expires

Tract 22
 Notary Public for Alaska
 My Commission Expires

Tract 23
 Notary Public for Alaska
 My Commission Expires

Tract 24
 Notary Public for Alaska
 My Commission Expires

Tract 25
 Notary Public for Alaska
 My Commission Expires

Tract 26
 Notary Public for Alaska
 My Commission Expires

Tract 27
 Notary Public for Alaska
 My Commission Expires

Area	Area	Area	Area	Area	Area	Area	Area	Area	Area
21	80000174	20.00'	31.45'	28.20'	1443000000				
22	80000174	20.00'	31.45'	28.20'	1443000000				
23	80000174	20.00'	31.45'	28.20'	1443000000				
24	80000174	20.00'	31.45'	28.20'	1443000000				
25	80000174	20.00'	31.45'	28.20'	1443000000				
26	80000174	20.00'	31.45'	28.20'	1443000000				
27	80000174	20.00'	31.45'	28.20'	1443000000				
28	80000174	20.00'	31.45'	28.20'	1443000000				
29	80000174	20.00'	31.45'	28.20'	1443000000				
30	80000174	20.00'	31.45'	28.20'	1443000000				
31	80000174	20.00'	31.45'	28.20'	1443000000				
32	80000174	20.00'	31.45'	28.20'	1443000000				
33	80000174	20.00'	31.45'	28.20'	1443000000				
34	80000174	20.00'	31.45'	28.20'	1443000000				
35	80000174	20.00'	31.45'	28.20'	1443000000				
36	80000174	20.00'	31.45'	28.20'	1443000000				
37	80000174	20.00'	31.45'	28.20'	1443000000				
38	80000174	20.00'	31.45'	28.20'	1443000000				
39	80000174	20.00'	31.45'	28.20'	1443000000				
40	80000174	20.00'	31.45'	28.20'	1443000000				
41	80000174	20.00'	31.45'	28.20'	1443000000				
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43	80000174	20.00'	31.45'	28.20'	1443000000				
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46	80000174	20.00'	31.45'	28.20'	1443000000				
47	80000174	20.00'	31.45'	28.20'	1443000000				
48	80000174	20.00'	31.45'	28.20'	1443000000				
49	80000174	20.00'	31.45'	28.20'	1443000000				
50	80000174	20.00'	31.45'	28.20'	1443000000				



Clifford E. Baker, PLS No. 5152

Clifford E. Baker, PLS No. 5152

Clifford E. Baker, PLS No. 5152

Clifford E. Baker, PLS No. 5152

Clifford E. Baker, PLS No. 5152

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Clifford E. Baker, PLS No. 5152

Clifford E. Baker, PLS No. 5152

Page 1 of 4

JOB NO: 25156 Ref: 23110

SCALE: NTS

DISK: Mountain Rose

DRAWN: 23 February, 2006 CB

Integrity Surveys

8195 Kenai Spur Highway
 Kenai, Alaska 99611-8902

PHONE - (907) 263-9047
 FAX --- (907) 263-9071

SURVEYORS

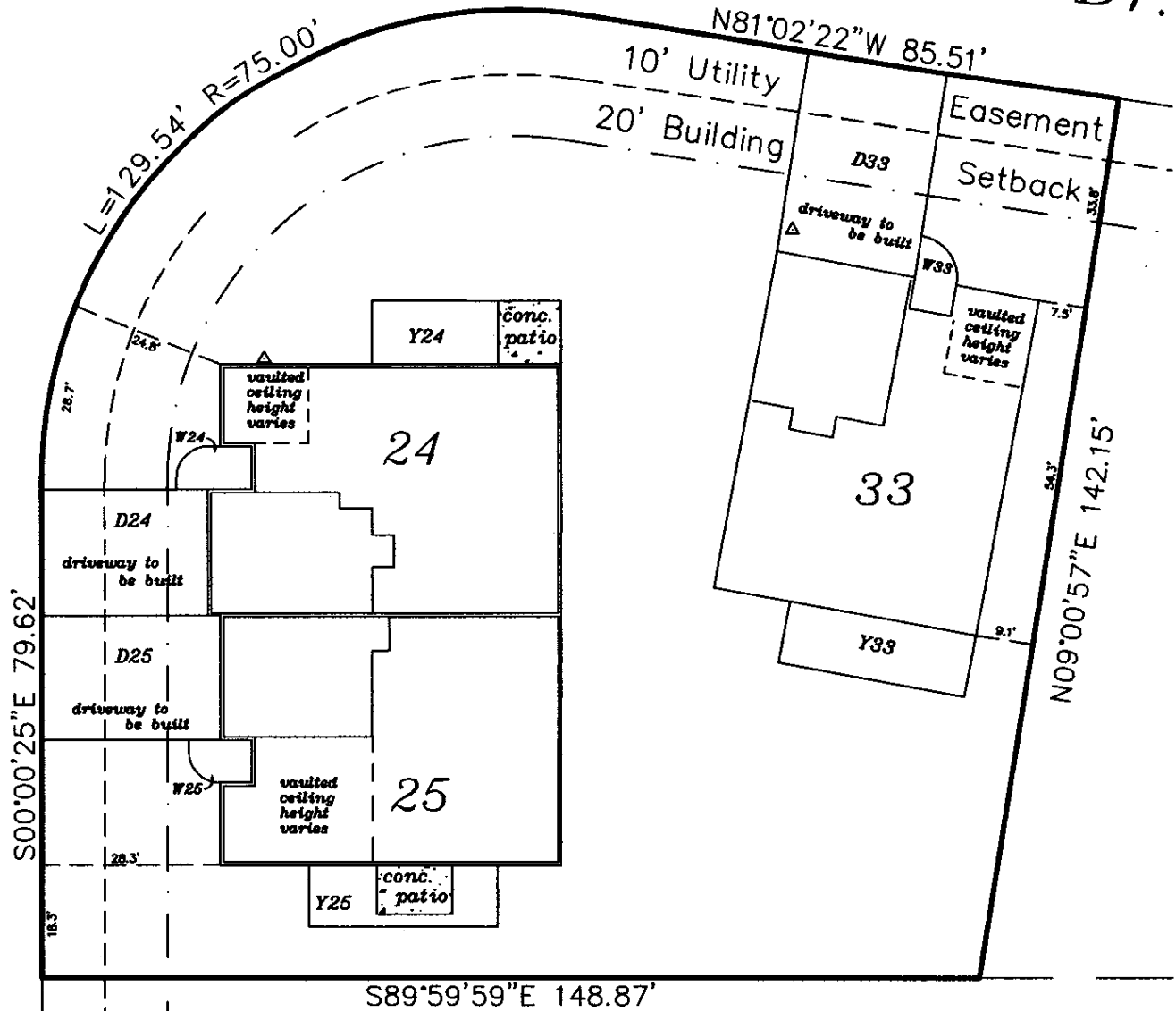
PLANNERS

2006-001749-0

6 of 9

2006-001749-0

Upper Rosian Dr.



S89°59'59"E 148.87'

Developer Rights
Reserved
Need Not be Built

Units 24, 25 & 33

Page 2 of 4

Mountain Rose Estates
Soldotna Condominiums
Phase 5

JOB NO: 25197 Ref: 23110
DRAWN: 31 October, 2004 CB
SCALE: NTS
DISK: Mountain Rose

Integrity Surveys
8195 Kenai Spur Highway
Kenai, Alaska 99611-8902

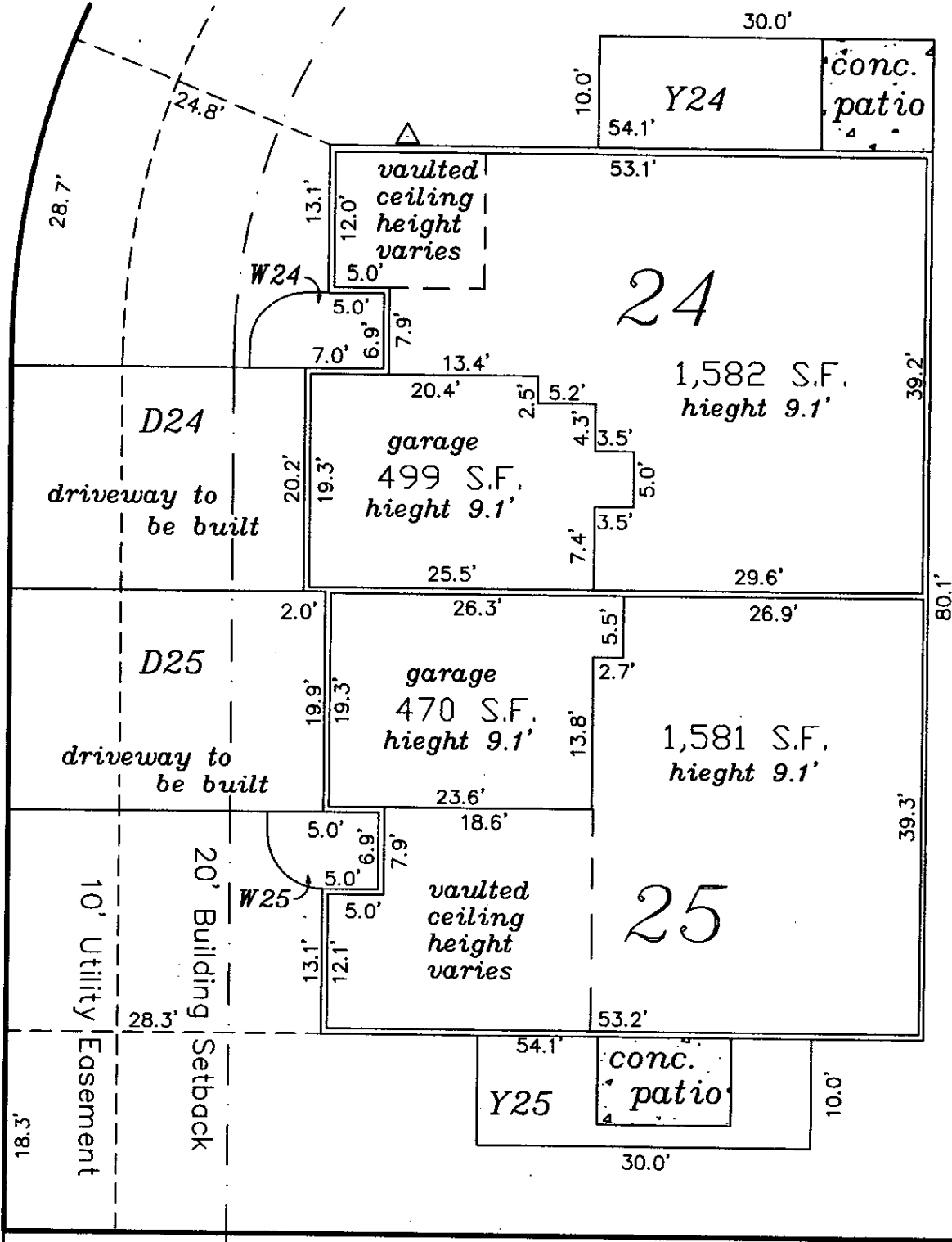
SURVEY



7 of 9

2006-001749-0

Upper Rosian Dr.



Units 24/25

Mountain Rose Estates
Soldotna Condominiums
Phase 6

JOB NO: 25156 Ref: 23110
SCALE: NTS
DISK: Mountain Rose
DRAWN: 23 February, 2006 CB

Integrity Surveys
8195 Kenal Spur, Mt. ... 8902

8 of 9
2006-001749-0



2006-008747-0

Recording Dist: 302 - Kenai
8/14/2006 12:06 PM Pages: 1 of 7

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**DECLARATION
FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS**

Phase 7 Amendment

ROSEMONT, INC., the Declarant of the Declaration for Mountain Rose Estates Soldotna Condominiums, on August 3, 2004, recorded the Declaration under Document No. 2004-007604-0. The Declaration applied to property described as:

Tracts 1 and 2, MOUNTAIN ROSE ESTATES NO. 2,
According to Plat No. 2004-43, records of the Kenai Recording
District, Third Judicial District, State of Alaska.

Along with the Declaration, Declarant filed an as-built survey and floor plans under Plat No. 2004-46, that illustrated the Phase 1 units and common elements, as well as the future development areas for which Development Rights were reserved, pursuant to Article VIII of the Declaration. The units created in Phase 1 were Units 11, 16, 17 and 18.

A Phase 2 Amendment to the Declaration for Mountain Rose Estates Soldotna Condominiums was recorded October 11, 2004, under Document No. 2004-010255-0. The Phase 2 Amendment created units 1 through 4 and 12 through 14. The as-built survey and floor plans for Phase 2 were filed under Plat No. 2004-81.

A Phase 3 Amendment to the Declaration for Mountain Rose Estates Soldotna Condominiums was recorded December 27, 2004, under Document No. 2004-012982-0. The Phase 3 Amendment created units 7 through 10. The as-built survey and floor plans for Phase 3 were filed under Plat No. 2004-121.

A Phase 4 Amendment to the Declaration for Mountain Rose Estates Soldotna Condominiums was recorded May 5, 2005, under Document No. 2005-003609-0. The Phase 4 Amendment created units 5 and 6. The as-built survey and floor plans for Phase 4 were filed under Plat No. 2005-24.

A Phase 5 Amendment to the Declaration for Mountain Rose Estates Soldotna Condominiums was recorded on October 31, 2005, under Document No. 2005-010897-0.

The Phase 5 Amendment created units 30, 31 and 32. The as-built survey and floor plans for Phase 5 were filed under Plat No. 2005-93.

A Phase 6 Amendment to the Declaration for Mountain Rose Estates Soldotna Condominiums was recorded on February 24, 2006, under Document No. 2006-001749-0. The Phase 6 Amendment created units 24, 25 and 33. The as-built survey and floor plans for Phase 6 were filed under Plat No. 2006-10.

The purpose of the present amendment, pursuant to Declarant's reserved rights under Article VIII of the Declaration is to create 2 additional units, as well as additions to the common elements, and to submit them to the jurisdiction of the Mountain Rose Estates Soldotna Condominium Association. The Phase 7 units and the common elements are shown on the as-built survey and floor plans filed under Plat No. 2006-58. The units and common elements are also shown on the Phase 7 development plan attached as Exhibit 3 to this amendment. The Phase 7 units are 19 and 20.

Rosemont, Inc., declares that the units common elements created by this Phase 7 amendment shall be held and conveyed subject to the terms, covenants, restrictions and conditions of the Declaration.

Attached to this Amendment are the revised Exhibit 2, the Table of Allocated Interests, and the revised Exhibit 3, the Development Plan.

No other part or portion of the Declaration is amended hereby, except as may be necessarily implied to give full force and effect to this Amendment.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed This 14th day of Aug., 2006.

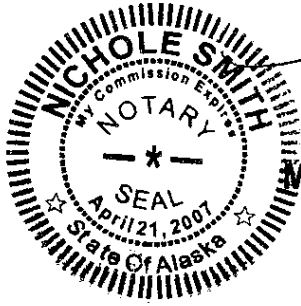
DECLARANT: ROSEMONT, INC.


Dennis Smith, President

STATE OF ALASKA)
)s.s.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that this 14th day of Aug., 2006, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **DENNIS SMITH**, known to me and to me known to be the President of **ROSEMONT, INC.**, and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of **ROSEMONT, INC.**, for the uses and purposes therein set forth pursuant to bylaws or resolution of the board of directors.

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



Nichole Smith
Notary Public in and for Alaska
My Commission Expires: 4/21/07

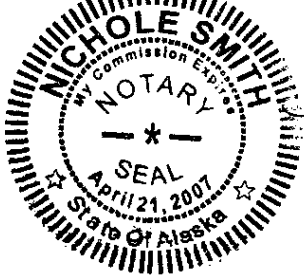
MORTGAGEE CONSENT; FIRST NATIONAL BANK ALASKA

By: [Signature]
Mike Frost, Vice President

STATE OF ALASKA)
)s.s.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that this 14th day of Aug, 2006, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **MIKE FROST**, known to me and to me known to be A **Vice President of FIRST NATIONAL BANK ALASKA**, and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of **FIRST NATIONAL BANK ALASKA** for the uses and purposes therein set forth pursuant to bylaws or resolution of the board of directors.

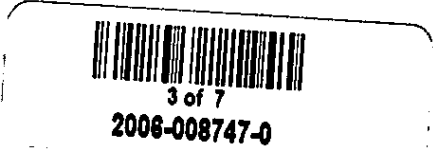
WITNESS my hand and notarial seal the day and year first hereinabove written.



Nichole Smith
Notary Public in and for Alaska
My Commission Expires: 4/21/07

AFTER RECORDING RETURN TO:

Rosemont, Inc.
3332 Tamarak Ave #3
Wasilla, AK 99654-7429



**DECLARATION FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS
AMENDED EXHIBIT 2**

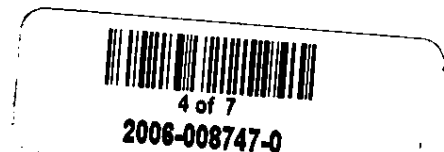
TABLE OF ALLOCATED INTERESTS

Expense Unit/Type*	Street Address	Square Footage**	% Common Liability***
1 V	281 W. London Rose Cir.	1765 SF	3.5
2 V	283 W. London Rose Cir	1720 SF	3.4
3 P	287 W. London Rose Cir	2128 SF	4.2
4 P	289 W. London Rose Cir	2044 SF	4.0
5 HR	291 W. London Rose Cir	2039 SF	4.0
6 HR	293 W. London Rose Cir	2082 SF	4.1
7 HR	297 W. London Rose Cir	2075 SF	4.1
8 V	305 W. London Rose Cir	1732 SF	3.4
9 V	307 W. London Rose Cir	1728 SF	3.4
10 HR	308 W. London Rose Cir	2105 SF	4.1
11 HR	304 W. London Rose Cir	1960 SF	3.9
12 S	300 W. London Rose Cir	2159 SF	4.2
13 AR	298 W. London Rose Cir	1810 SF	3.7
14 HR	292 W. London Rose Cir	2960 SF	5.8
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18 RR	264 Upper Rosian Dr	1448 SF	2.9
19 HR	256 Upper Rosian Dr	2165 SF	4.2
20 HR	254 Upper Rosian Dr	2125 SF	4.2
24 S	271 Upper Rosian Dr	2168 SF	4.2
25 HR	273 Upper Rosian Dr	2148 SF	4.2
30 HR	256 Little St	2237 SF	4.4
31 P	241 Upper Rosian Dr	2753 SF	5.4
32 P	247 Upper Rosian Dr	2308 SF	4.5
33 S	257 Upper Rosian Dr	2232 SF	4.4
Total		50797 SF	Total 100%

* See Exhibit 1 to Declaration for description of unit models, the names of which are abbreviated to initials in this exhibit. For instance, HR is Heritage Rose, RR is Ragosa Rose.

** Square footage includes living area and garage area.

*** The Common Expense Liability and the undivided interest in the Common Elements are the same.



**DECLARATION FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS**

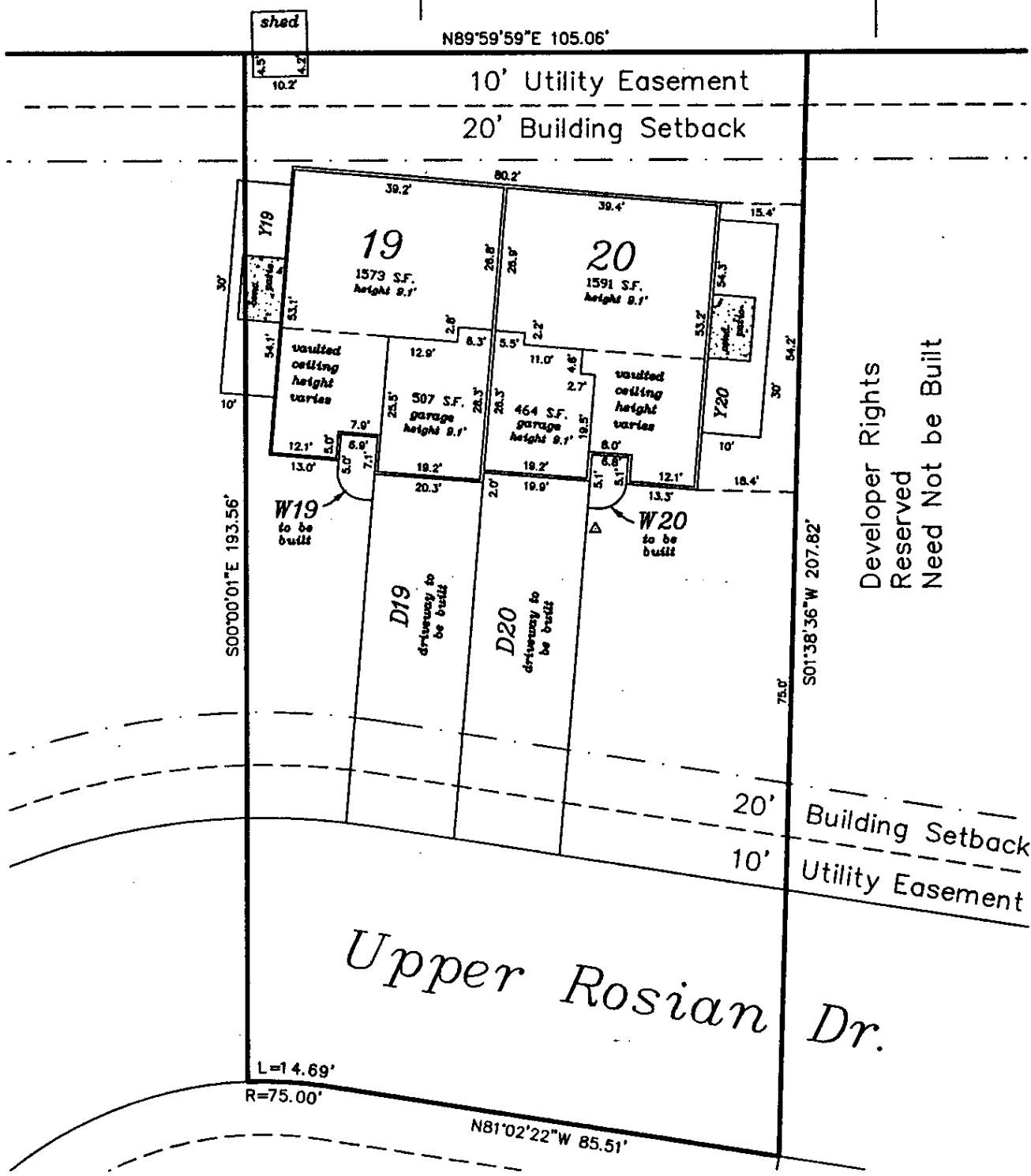
AMENDED EXHIBIT 3

DEVELOPMENT PLAN



5 of 7

2006-008747-0



Developer Rights
Reserved
Need Not be Built

Units 19 & 20

Mountain Rose Estates
Soldotna Condominiums
Phase 7

JOB NO: 28052 Ref: 23110
DRAWN: 14 August, 2006 CB
SCALE: NTS
DISK: Mountain Rose

Integrity Surveys
8195 Kenal Spur Highway Kenal, Alaska 99611-8902
SURVEYORS PHONE - (907) 283-9047 PLANNERS
FAX --- (907) 283-9071



7 of 7
2006-008747-0

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2007-004927-0

Recording Dist: 302 - Kenai
5/14/2007 10:23 AM Pages: 1 of 11



**DECLARATION
FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS**

Phase 8 Amendment

ROSEMONT, INC., the Declarant of the Declaration for Mountain Rose Estates Soldotna Condominiums, on August 3, 2004, recorded the Declaration under Document No. 2004-007604-0. The Declaration applied to property described as:

Tracts 1 and 2, MOUNTAIN ROSE ESTATES NO. 2,
According to Plat No. 2004-43, records of the Kenai Recording
District, Third Judicial District, State of Alaska.

Along with the Declaration, Declarant filed an as-built survey and floor plans under Plat No. 2004-46, that illustrated the Phase 1 units and common elements, as well as the future development areas for which Development Rights were reserved, pursuant to Article VIII of the Declaration. The units created in Phase 1 were Units 11, 16, 17 and 18.

A Phase 2 Amendment to the Declaration for Mountain Rose Estates Soldotna Condominiums was recorded October 11, 2004, under Document No. 2004-010255-0. The Phase 2 Amendment created units 1 through 4 and 12 through 14. The as-built survey and floor plans for Phase 2 were filed under Plat No. 2004-81.

A Phase 3 Amendment to the Declaration for Mountain Rose Estates Soldotna Condominiums was recorded December 27, 2004, under Document No. 2004-012982-0. The Phase 3 Amendment created units 7 through 10. The as-built survey and floor plans for Phase 3 were filed under Plat No. 2004-121.

A Phase 4 Amendment to the Declaration for Mountain Rose Estates Soldotna Condominiums was recorded May 5, 2005, under Document No. 2005-003609-0. The Phase 4 Amendment created units 5 and 6. The as-built survey and floor plans for Phase 4 were filed under Plat No. 2005-24.

A Phase 5 Amendment to the Declaration for Mountain Rose Estates Soldotna Condominiums was recorded on October 31, 2005, under Document No. 2005-010897-0.

The Phase 5 Amendment created units 30, 31 and 32. The as-built survey and floor plans for Phase 5 were filed under Plat No. 2005-93.

Phase 6 Amendment to the Declaration for Mountain Rose Estates Soldotna Condominiums was recorded on February 24, 2006, under Document No. 2006-001749-0. The Phase 6 Amendment created units 24, 25 and 33. The as-built survey and floor plans for Phase 6 were filed under Plat No. 2006-10.

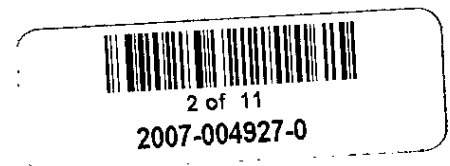
A Phase 7 Amendment to the Declaration of Mountain Rose Estates Soldotna Condominiums was recorded on August 14, 2006, under Document No. 206-008747-0. The Phase 7 Amendment created units 19 & 20. The as-built survey and floor plans for Phase 7 were filed under Plat No. 2006-58.

The purpose of the present amendment, pursuant to Declarant's reserved rights under Article VIII of the Declaration is to create an additional unit, as well as additions to the common elements, and to submit them to the jurisdiction of the Mountain Rose Estates Soldotna Condominium Association. The Phase 8 unit and the common elements are shown on the as-built survey and floor plans filed under Plat No. 2007-20. The unit and common elements are also shown on the Phase 8 development plan attached as Exhibit 3 to this amendment. The Phase 8 unit is unit 29.

Rosemont, Inc., declares that the units common elements created by this Phase 8 amendment shall be held and conveyed subject to the terms, covenants, restrictions and conditions of the Declaration.


Attached to this Amendment are the revised Exhibit 2, the Table of Allocated Interests, and the revised Exhibit 3, the Development Plan.

No other part or portion of the Declaration is amended hereby, except as may be necessarily implied to give full force and effect to this Amendment.



IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed
This 7th day of April, 2007.

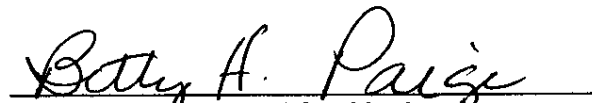
DECLARANT: ROSEMONT, INC.

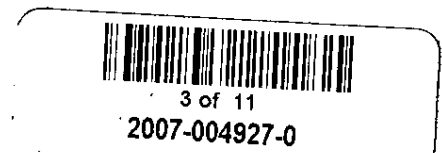

Dennis Smith, President

STATE OF ALASKA)
)s.s.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that this 7th day of April, 2007, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **DENNIS SMITH**, known to me and to me known to be the President of **ROSEMONT, INC.**, and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of **ROSEMONT, INC.**, for the uses and purposes therein set forth pursuant to bylaws or resolution of the board of directors.

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


Notary Public in and for Alaska,
My Commission Expires: 01/11/2011

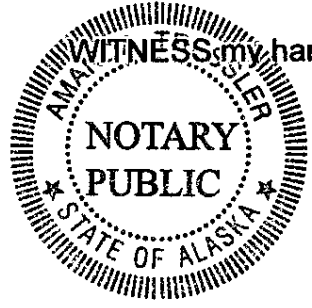


MORTGAGEE CONSENT; FIRST NATIONAL BANK ALASKA

By: [Signature]
Mike Frost, Vice President

STATE OF ALASKA)
)s.s.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that this 14th day of May, 2007, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **MIKE FROST**, known to me and to me known to be A **Vice President of FIRST NATIONAL BANK ALASKA**, and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of **FIRST NATIONAL BANK ALASKA** for the uses and purposes therein set forth pursuant to bylaws or resolution of the board of directors.



[Signature]
Notary Public in and for Alaska
My Commission Expires: 8/26/07

AFTER RECORDING RETURN TO:

Rosemont, Inc.
3332 Tamarak Ave #3
Wasilla, AK 99654-7429

**DECLARATION FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS
AMENDED EXHIBIT 2**

TABLE OF ALLOCATED INTERESTS

Unit/Type*	Street Address	Square Footage**	% Common Expense Liability***
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16 RR	268 Upper Rosian Dr	1448 SF	2.8
17 RR	266 Upper Rosian Dr	1448 SF	2.8
18 RR	264 Upper Rosian Dr	1448 SF	2.8
19 HR	256 Upper Rosian Dr	2165 SF	4.1
20 HR	254 Upper Rosian Dr	2125 SF	4.0
24 S	271 Upper Rosian Dr	2168 SF	4.0
25 HR	273 Upper Rosian Dr	2148 SF	4.0
29 HR	258 Little St	2232 SF	4.2
30 HR	256 Little St	2237 SF	4.2
31 P	241 Upper Rosian Dr	2753 SF	5.2
32 P	247 Upper Rosian Dr	2308 SF	4.4
33 S	257 Upper Rosian Dr	2232 SF	4.2
Total		53019 SF	Total 100%

* See Exhibit 1 to Declaration for description of unit models, the names of which are abbreviated to initials in this exhibit. For instance, HR is Heritage Rose, RR is Ragosa Rose.

** Square footage includes living area and garage area.*** The Common Expense Liability and the undivided interest in the Common Elements are the same.



**DECLARATION FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS**

AMENDED EXHIBIT 3

DEVELOPMENT PLAN



6 of 11

2007-004927-0

EXHIBIT E



7 of 11

2007-004927-0

**MONTHLY DUES CALCULATION TABLE
PHASE 1 & 2 (31 houses)**

Unit	Street Address	%Common Sq Ft.*	Expense Liability	Share/ per Unit**	Com.Ex	Unit Dues***
1	281 W. London Rose Cir	1765	2.8%	\$47.51	\$121.16	\$168.34
2	283 W. London Rose Cir	1720	2.8%	\$46.80	\$121.16	\$167.23
3	287 W. London Rose Cir	2128	3.4%	\$56.14	\$121.16	\$178.38
4	289 W. London Rose Cir	2044	3.3%	\$55.10	\$121.16	\$177.26
5	291 W. London Rose Cir	2039	3.3%	\$55.10	\$121.16	\$177.26
6	293 W. London Rose Cir	2082	3.3%	\$55.10	\$121.16	\$177.26
7	297 W. London Rose Cir	2075	3.4%	\$56.14	\$121.16	\$178.38
8	305 W. London Rose Cir	1732	2.8%	\$47.84	\$121.16	\$168.34
9	307 W. London Rose Cir	1728	2.8%	\$46.80	\$121.16	\$167.23
10	308 W. London Rose Cir	2105	3.4%	\$55.62	\$121.16	\$177.26
11	304 W. London Rose Cir	1960	3.0%	\$52.82	\$121.16	\$171.69
12	300 W. London Rose Cir	2159	3.4%	\$55.96	\$121.16	\$177.26
13	298 W. London Rose Cir	1810	2.8%	\$46.93	\$121.16	\$168.34
14	292 W. London Rose Cir	2960	4.8%	\$76.80	\$121.16	\$200.68
16	268 Upper Rosian Dr.	1448	2.0%	\$37.55	\$121.16	\$157.20
17	266 Upper Rosian Dr.	1448	2.0%	\$37.55	\$121.16	\$157.20
18	264 Upper Rosian Dr.	1448	2.0%	\$37.55	\$121.16	\$157.20
19	256 Upper Rosian Dr.	2165	3.4%	\$56.15	\$121.16	\$178.38
20	254 Upper Rosian Dr.	2125	3.3%	\$55.10	\$121.16	\$168.34
21	250 Upper Rosian Dr.	1845****	2.8%	\$47.85	\$121.16	\$168.34
23	242 Upper Rosian Dr.	1840****	2.8%	\$47.85	\$121.16	\$167.23
24	271 Upper Rosian Dr.	2165	3.4%	\$56.15	\$121.16	\$178.38
25	273 Upper Rosian Dr.	2125	3.3%	\$54.10	\$121.16	\$178.38
26	279 Upper Rosian Dr.	2125****	3.3%	\$55.10	\$121.16	\$176.70
27	281 Upper Rosian Dr.	2165****	3.4%	\$56.14	\$121.16	\$175.59
28	266 Little St.	2223****	3.6%	\$56.50	\$121.16	\$178.38
29	258 Little St.	2223	3.6%	\$56.50	\$121.16	\$178.38
30	256 Little St.	2237	3.6%	\$56.62	\$121.16	\$178.38
31	241 Upper Rosian Dr.	2753	4.5%	\$72.16	\$121.16	\$195.10
32	247 Upper Rosian Dr.	2308	4.0%	\$67.13	\$121.16	\$189.53
33	257 Upper Rosian Dr.	<u>2223</u>	<u>3.6%</u>	<u>\$55.38</u>	<u>\$121.16</u>	<u>\$178.38</u>
	Totals	61709	100.0%	\$1660.04	\$3755.96	\$5416.00

* Square footages include garage area which is part of the unit.

** Will change if square footage changes.

*** Will change if square footage changes.

**** Estimated square footage changes.

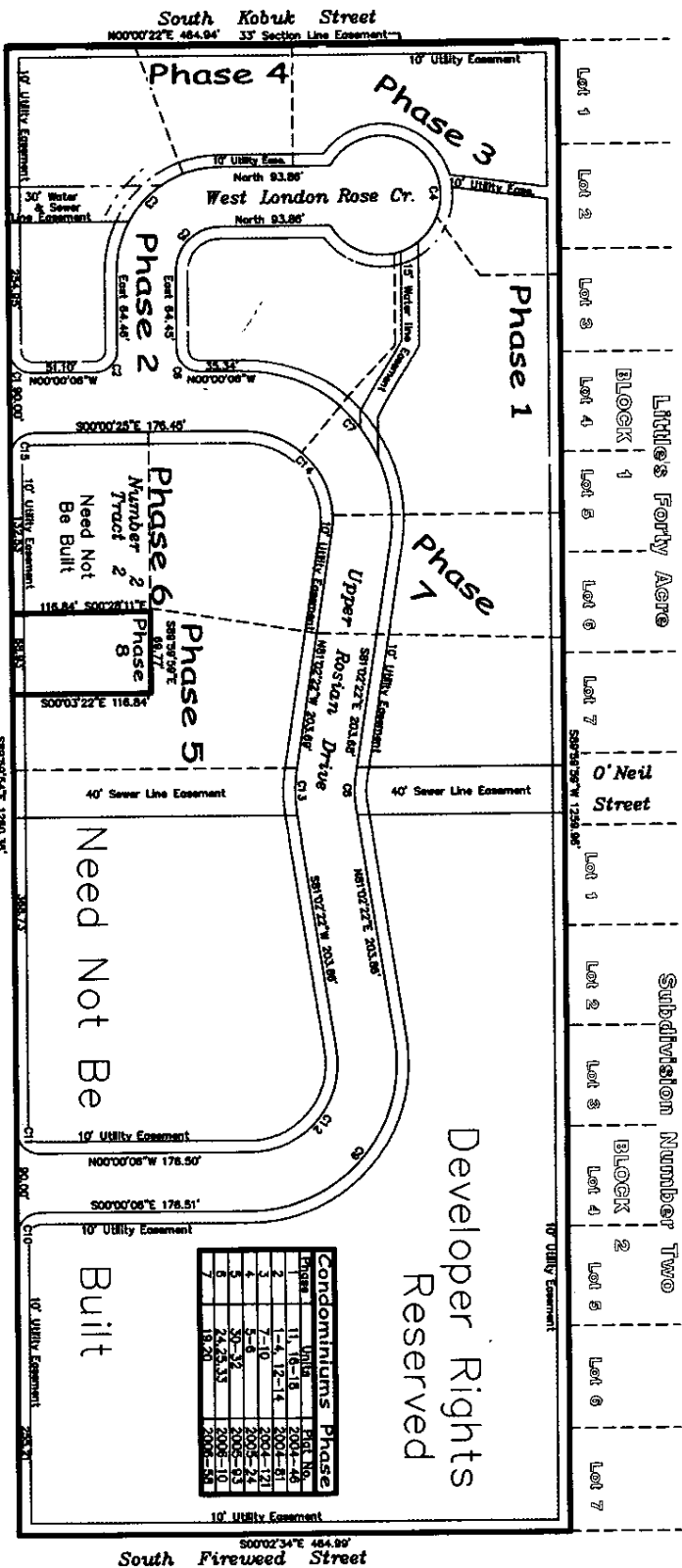


Mountain Rose Estates Soldotna Condominium Association
Adopted Budget
May 1, 2007 to Dec.31, 2007

Phase 1 & 2 - Mountain Rose Estates - Soldotna Budget 2007 (31 Units)				
		Monthly	Yearly	
EXPENSES				
Management Fee		372.00	4464.00	
Bk., Ph, Postage Misc		5.30	63.60	
Insurance		760.14	9121.60	
Total Adminstative		1137.44	13649.20	
Grounds Maintenance		828.40	9940.80	
Snow Removal		1200.00	14400.00	
St. Lights		75.00	900.00	
Total Maintenance		2103.40	25240.80	
Total Expenses		3240.84	38890.00	
Total Reserves		1430.40	17164.80	
Unexpected Expenses		744.76	8937.12	
Total Fees		5416.00	64992.00	
RESERVE ANALYSIS	Life	FRV	Balance	Annual
Roof/Siding Reserve	30	351444.00	304584.80	11714.80
Paint Reserve	5	10000.00	2000.00	2000.00
Asphalt Reserve	30	102000.00	88400.00	3400.00
Insurance Deductable		2500.00		50.00
				17164.80

This budget covers the first 31 homes proposed for Mountain Rose Estates Soldotna Condominiums. Revised by HOA 3/15/07





- Little's Forty Acre
- Subdivision Number Two
- Henrichs Subdivision Addition No. 1

Phase	Unit	Plot No.
1	11, 16-18	2004-46
2	1-4, 12-14	2004-51
3	7-10	2004-52
4	5-6	2005-23
5	37-39	2005-10
6	24, 25, 26	2005-10
7	18, 20	2005-10

CERTIFICATE OF COMPLETION

Section 34.08.090 of the Uniform Common Interest Ownership Act provides that a declaration for a condominium may not be recorded and a plot or plan that is a 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 the condominium or comprising a unit of the condominium or completed substantially in accordance with the plans.

SURVEYOR'S CERTIFICATE

Section 34.08.170 of the Uniform Common Interest Ownership Act requires that a certification be made which states the plot and plan contains the information as set forth in Section 34.08.170.

I do hereby certify that this plan is a true and correct layout of the 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.

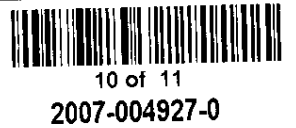


Owner	Date	Fee	Length	Owner	Plot No.
C1	8/20/02	20.00	31.42	28.88	18333/007E
C2	8/20/02	20.00	31.42	28.88	18333/007E
C3	8/20/02	20.00	31.42	28.88	18333/007E
C4	8/20/02	20.00	31.42	28.88	18333/007E
C5	8/20/02	20.00	31.42	28.88	18333/007E
C6	8/20/02	20.00	31.42	28.88	18333/007E
C7	8/20/02	20.00	31.42	28.88	18333/007E
C8	8/20/02	20.00	31.42	28.88	18333/007E
C9	8/20/02	20.00	31.42	28.88	18333/007E
C10	8/20/02	20.00	31.42	28.88	18333/007E
C11	8/20/02	20.00	31.42	28.88	18333/007E
C12	8/20/02	20.00	31.42	28.88	18333/007E
C13	8/20/02	20.00	31.42	28.88	18333/007E
C14	8/20/02	20.00	31.42	28.88	18333/007E
C15	8/20/02	20.00	31.42	28.88	18333/007E
C16	8/20/02	20.00	31.42	28.88	18333/007E
C17	8/20/02	20.00	31.42	28.88	18333/007E
C18	8/20/02	20.00	31.42	28.88	18333/007E
C19	8/20/02	20.00	31.42	28.88	18333/007E
C20	8/20/02	20.00	31.42	28.88	18333/007E

Mountain Rose Estates Soldotna Condominiums Phase 8

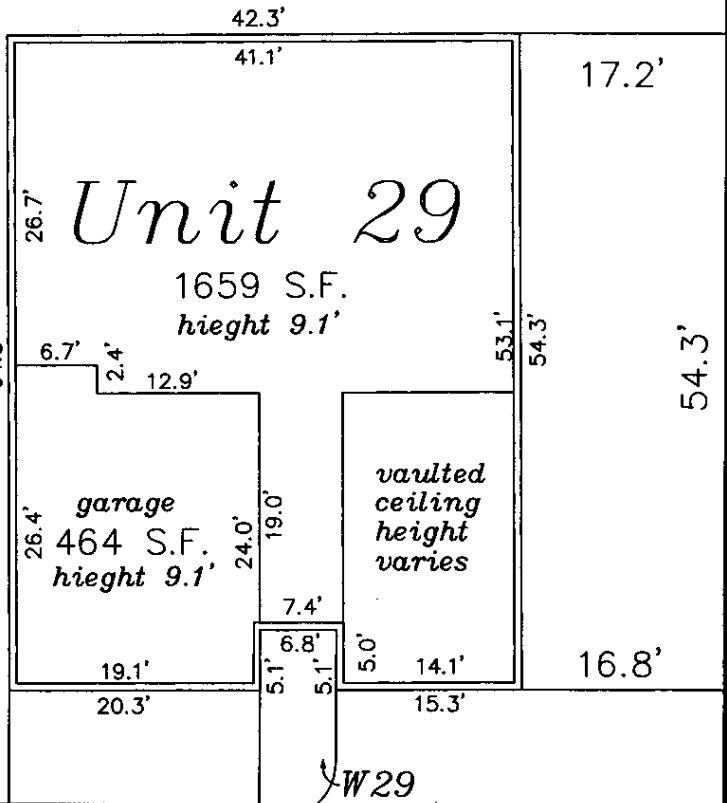
JOB NO: 26199
 SCALE: NTS
 DISK: Mountain Rose
 DRAWN: 14 May, 2007 SH

Integrity Surveys Inc.
 8195 Kenai Spur Highway
 Kenai, Alaska 99511-8902
 SURVEYORS PHONE: (907) 233-9047
 FAX: (907) 233-9071
 PLANNERS



S89°59'59"E 69.77'

Developer Rights Reserved
Need Not be Built
N00°28'11"W 116.84'



S00°03'22"E 116.84'

20' Building Setback

D29

W29

29.8'

driveway to be built

10' Utility Easement

S89°59'54"E 68.93'
Little Street
Unit 29

Mountain Rose Estates
Soldotna Condominiums
Phase 8

JOB NO: 26199 Ref: 23110
DRAWN: 7 March, 2007 SH
SCALE: NTS
DISK: Mountain Rose

Integrity Surveys Inc.
8195 Kenal Spur Highway Kenal, Alaska 99611-8902
SURVEYORS PHONE - (907) 283-9047 PLANNERS
FAX --- (907) 283-9071



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2014-005235-0

Recording District 302 Kenai
06/27/2014 11:36 AM Page 1 of 15



Kenai Recording District

4C14-131
AMENDMENT NO. 9
TO THE DECLARATION
FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS
A CONDOMINIUM COMMUNITY IN SOLDOTNA, ALASKA

-An Association Amendment: Creating Development Rights in the Community-

AFTER RECORDATION RETURN TO:

James H. McCollum
Law Office of James H. McCollum, LLC
400 L Street, Suite 100
Anchorage, Alaska 99501

**AMENDMENT NO. 9 TO THE DECLARATION
FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS
A CONDOMINIUM COMMUNITY IN SOLDOTNA, ALASKA**

-An Association Amendment: Creating Development Rights in the Community-

The **MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUM ASSOCIATION** (“**Association**”) with an office address located at *601 W. 41st Avenue, Suite 201, Anchorage, Alaska 99503*, pursuant to that certain **Declaration For Mountain Rose Estates Soldotna Condominiums** recorded August 3, 2004 as Serial No. 2004-007604-0; and amended by the **Phase 2 Amendment** recorded October 11, 2004 as Serial No. 2004-010255-0; **Phase 3 Amendment** recorded December 27, 2004 as Serial No. 2004-012982-0; **Phase 4 Amendment** recorded May 4, 2005 as Serial No. 2005-003609-0; **Phase 5 Amendment** recorded November 3, 2005 as Serial No. 2005-010897-0; **Phase 6 Amendment** recorded February 24, 2006 as Serial No. 2006-001749-0; **Phase 7 Amendment** recorded August 14, 2006 as Serial No. 2006-008747-0; **Phase 8 Amendment** recorded May 14, 2007 as Serial No. 2007-004927-0; and the **Amendment to Withdraw Land** recorded March 7, 2008 as Serial No. 2008-002331-0, records of the Kenai Recording District, Third Judicial District, State of Alaska (“**Declaration**”) and as set forth in **Plat No. 2007-20**; in accordance with Article XIII of the Declaration and AS 34.08.250(d) of the Alaska Uniform Common Interest Ownership Act, does hereby amend the Declaration as set forth herein.

RECITALS

WHEREAS the Declaration affects real estate described as:

Tract 1B1, Plat No. 2008-15, *Mountain Rose Estates Number 4*, Kenai Recording District, Third Judicial District, State of Alaska; and

Tract 2A, Plat No. 2006-107, *Mountain Rose Estates Number 3*, Kenai Recording District, Third Judicial District, State of Alaska

(hereinafter referred to as “Mountain Rose Estates”).

WHEREAS the Association desires to create Special Declarant Rights, including the right to exercise Development Rights, in Mountain Rose Estates in the areas described in **Attachment A**, attached hereto, and labeled as “Developer Rights Reserved” in **Exhibit 3, the Development Plan**, attached hereto.



WHEREAS the Association shall be the holder of the Special Declarant Rights, including the Development Rights, and shall have the full right of assignment.

WHEREAS the provisions of Article XVI, Section 16.4 of the Declaration set forth that an amendment to the Declaration of any material provision of the Documents requires approval, in writing, of fifty-one percent (51%) of the eligible mortgagees, however there are no eligible mortgagees and therefore the provisions contained in Section 16.4 of Declaration are not applicable.

WHEREAS AS 34.08.250(d) of the Alaska Uniform Common Interest Ownership Act and Section 13.2 of the Declaration set forth, among other things, that an amendment to the Declaration may not create or increase Special Declarant Rights, increase the number of units, or the allocated interests of a unit, in the absence of unanimous consent of the unit owners.

WHEREAS the Association has obtained unanimous consent of the Unit Owners in favor of this Amendment.

AMENDMENT

NOW THEREFORE the Declaration is amended as follows:

ARTICLE I. Special Declarant Rights are hereby created in Mountain Rose Estates Soldotna Condominiums in the areas described in Attachment A, attached hereto, and labeled as "Developer Rights Reserved" in Exhibit 3, attached hereto.

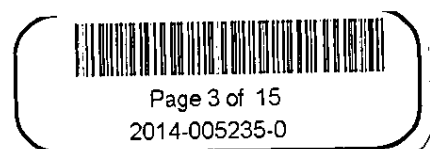
The holder of the Special Declarant Rights, reserves the following Development Rights:

The right by amendment, to create **five (5)** Units, Common Elements, and Limited Common Elements in the areas shown on the Development Plan attached as Exhibit 3 as "Developer Rights Reserved".

ARTICLE II. Holder of the Special Declarant Rights shall have the right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities within the Common Interest Community for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the property subject to Development Rights.

ARTICLE III. The Development Rights created in Article I above are limited as follows:

- (a) The Development Rights may be exercised at any time, but not more than **two (2) years** after the recording of this Amendment.
- (b) Not more than **five (5)** Units may be added to the Community under the Development Rights, for an aggregate total of **thirty-one (31)** Units in the Community.
- (c) All Units and Common Elements created pursuant to the Development Rights will be restricted to residential use in the same manner and to the same extent as the Units created under this Amendment as initially recorded.



ARTICLE IV. The holder of the Special Declarant Rights shall have 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 exercise a Development Right reserved in this Amendment.
- (b) To maintain a sales office and signs advertising the new units and models upon the property subject to Development Rights.
- (c) To use easements through the Common Elements for the purpose of making Improvements within the property subject to Development Rights.

ARTICLE V. The holder of the Special Declarant Rights shall have the right to perform warranty work, and repairs and construction work, and to store materials in secure areas, in Units and Common Elements within the property subject to Development Rights, 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 holder of the Special Declarant Rights without the consent or approval of the Executive Board. The holder of the Special Declarant Rights has such an easement through the Common Elements as may be reasonably necessary for the purpose of or 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.

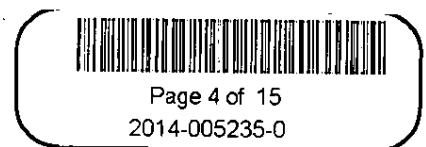
ARTICLE VI. Exhibit 3, the Development Plan, attached hereto and filed under Plat No. 2014-32, supplements the current Exhibit 3 of the Declaration by reflecting the creation of Development Rights in the area labeled on Exhibit 3 as "Developer Rights Reserved".

ARTICLE VII. Exhibit 4, Recorded Easements and Licenses, attached hereto supplements the current Exhibit 4 of the Declaration.

ARTICLE VIII. All other terms of the Declaration remain the same.

**ASSOCIATION: MOUNTAIN ROSE ESTATES
SOLDOTNA CONDOMINIUMS
ASSOCIATION**

By: Mo Sanders
Mo Sanders
Its: President



STATE OF ALASKA

)

THIRD JUDICIAL DISTRICT

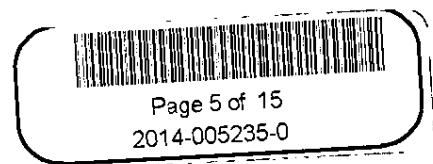
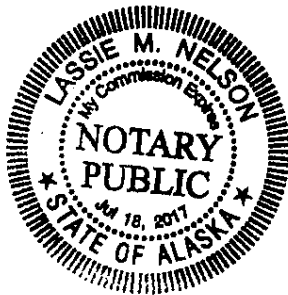
)

ss.

THIS IS TO CERTIFY that on this 17 day of June, 2014, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **MO SANDERS**, to me known and known to me to be the President of **MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUM ASSOCIATION**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and she acknowledged to me that she signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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

Lassie M. Nelson
Notary Public in and for Alaska
My Commission Expires: 7/18/17



ATTACHMENT A

METES AND BOUNDS DESCRIPTION FOR DEVELOPER RIGHTS AREAS LOCATED WITHIN MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS

AREA A

This portion of land is located within Tract 1B1 of Mountain Rose Estates Number 4, Plat No. 2008-15 Kenai Recording District, within the N1/2 NW1/4 NW1/4 of Section 32, Township 5 North, Range 10 West, Seward Meridian, City of Soldotna, Kenai Peninsula Borough Alaska. Said portion of land being more particularly described as follows:

Beginning at the northeast corner of Tract 1B1 as shown on said plat, said point being the **TRUE POINT OF BEGINNING**;

Thence adjoining the common lot line of Tract 1B1 and Tract 3 S00°00'01"W, 124.50 feet to a point on Upper Rosian Drive Right of Way;

Thence adjoining said Right of Way along a non-tangential curve having a radius of 50.00 feet, 80.77 feet, said curve being concave to the south and having a chord bearing of S55°14'10"W and a chord length of 72.27 feet;

Thence adjoining said Right of Way N81°02'22"W 53.71 feet;

Thence N01°38'36"E 157.41 feet to a point on the north boundary of Tract 1B1;

Thence adjoining the north lot line of Tract 1B1 N89°59'59"E 107.91 feet to the **TRUE POINT OF BEGINNING**.

Said area A contains 16,059 square feet more or less.

AREA B

This portion of land is located within Tract 2A of Mountain Rose Estates Number 3, Plat No. 2006-107 Kenai Recording District, within the N1/2 NW1/4 NW1/4 of Section 32, Township 5 North, Range 10 West, Seward Meridian, City of Soldotna, Kenai Peninsula Borough Alaska. Said portion of land being more particularly described as follows:

Beginning at southeast corner of Tract 2A;

Thence adjoining the north line of West Little Avenue Right of Way N89°59'54" 152.47 feet, said point being the **TRUE POINT OF BEGINNING**;

Thence continuing to adjoin said Right of Way N89°59'54"W 132.53 feet;

Thence continuing to adjoin said Right of Way along a tangential curve concave to the northeast with a radius of 20.00 feet a length of 31.41 feet, said curve having a chord bearing of N45°00'09"W and a chord length of 28.28 feet;

Thence adjoining the east side of Upper Rosian Drive Right of Way N00°00'25" 96.83 feet;

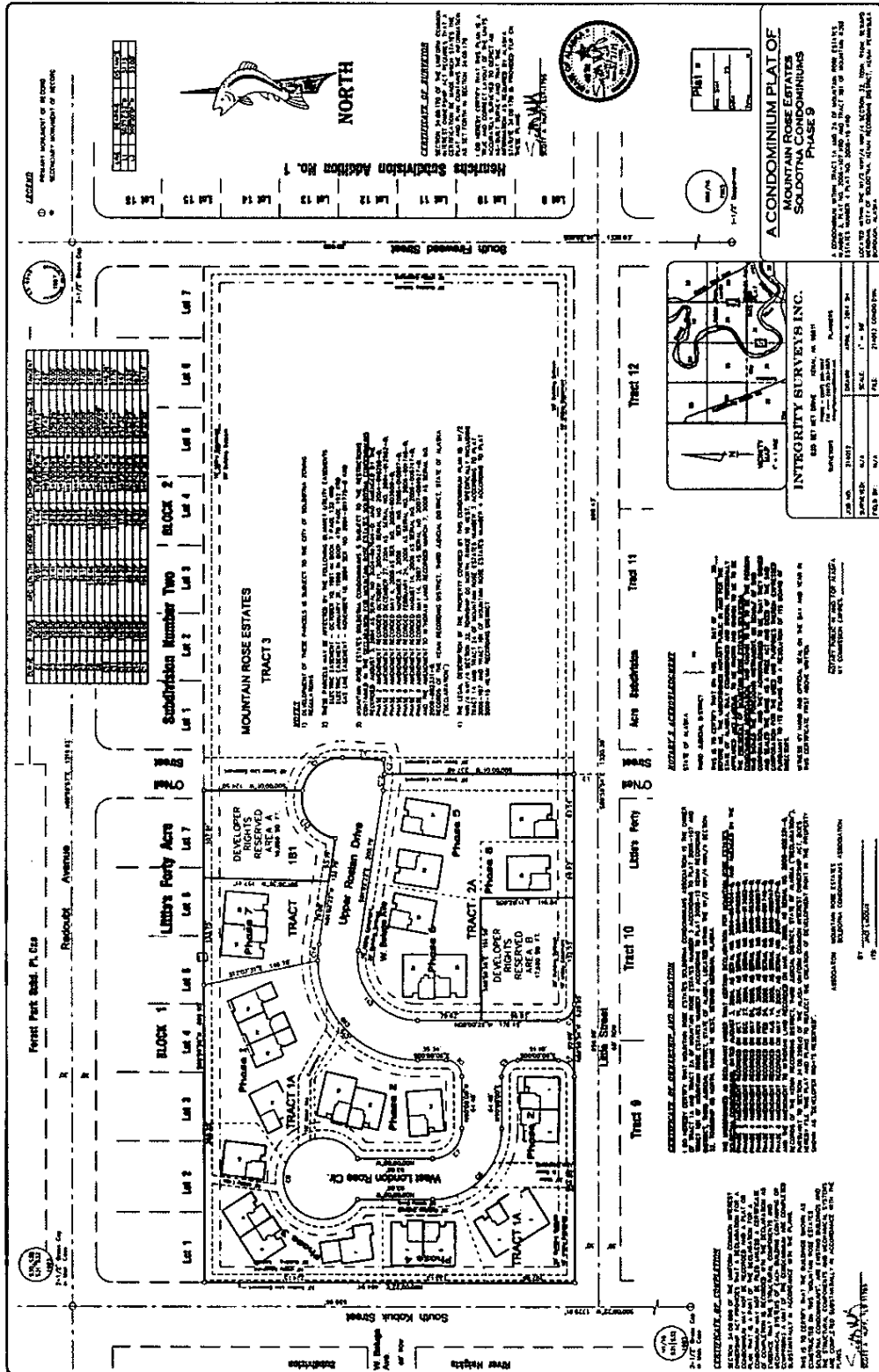
Thence S89°59'59"E 151.59 feet;

Thence S00°28'11"E 116.84 feet to the **TRUE POINT OF BEGINNING**;

Said area B contains 17,680 square feet more or less.

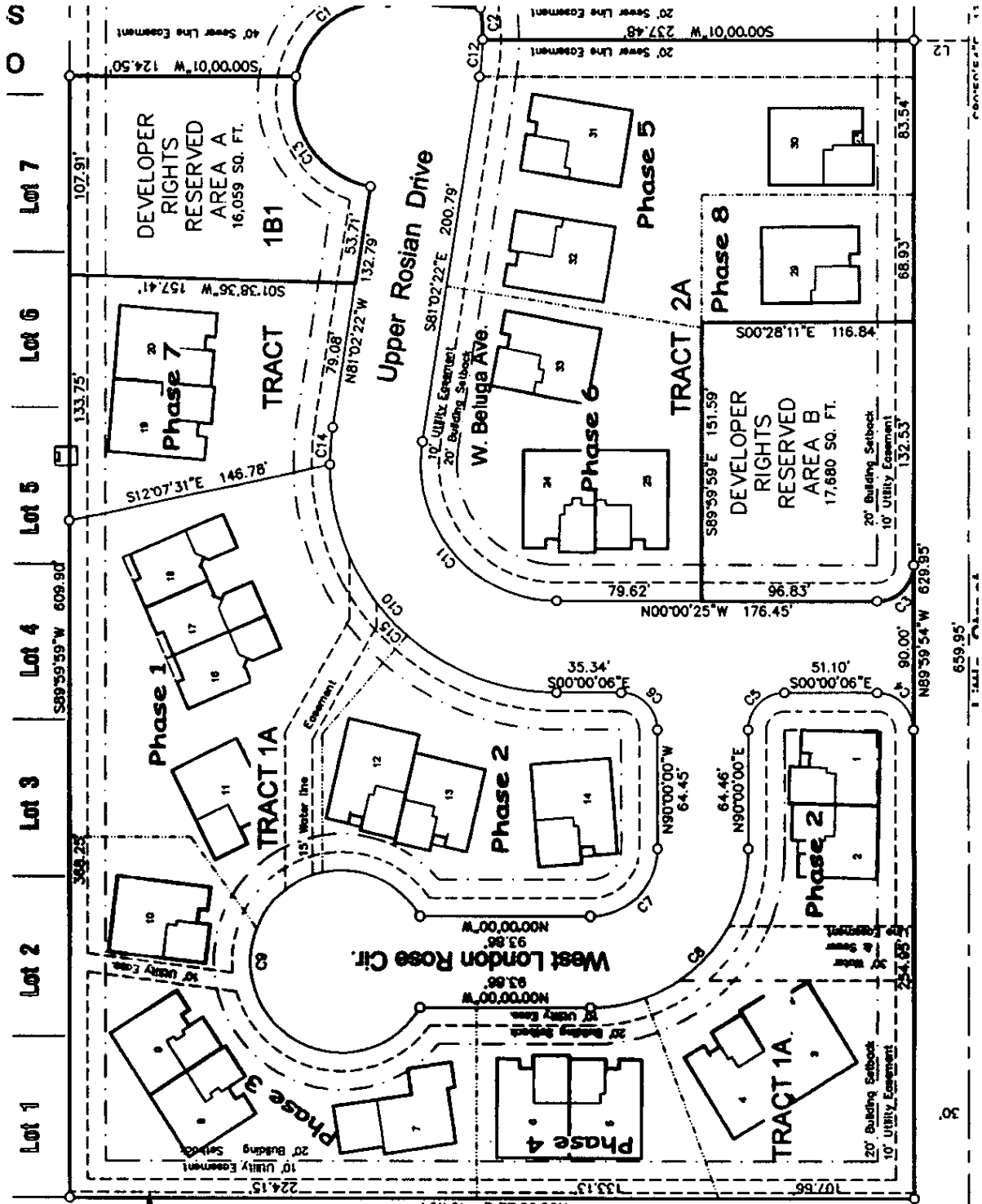


EXHIBIT 3 (page 1) - DEVELOPMENT PLAN



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2014-005235-0

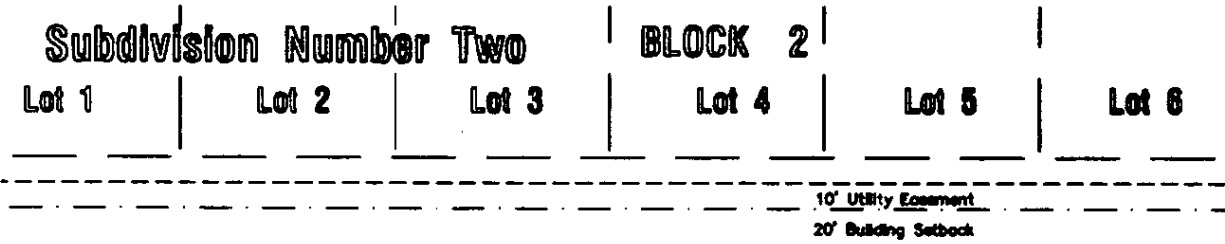
EXHIBIT 3 (Page 2) – ENLARGEMENTS OF THE DEVELOPMENT PLAN



Page 8 of 15
2014-005235-0

EXHIBIT 3 (Page 3) – ENLARGEMENTS OF THE DEVELOPMENT PLAN

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	50.00'	70.07'	64.48'	N38°20'39"W	80°17'42"	42.17'
C2	110.00'	17.21'	17.19'	N85°31'14"E	8°57'43"	8.62'
C3	20.00'	31.41'	28.28'	S45°00'09"E	89°59'29"	20.00'
C4	20.00'	31.42'	28.29'	N45°00'00"E	90°00'12"	20.00'
C5	20.00'	31.42'	28.28'	N45°00'03"W	89°59'54"	20.00'
C6	20.00'	31.42'	28.28'	N44°59'57"E	90°00'06"	20.00'
C7	37.00'	58.12'	52.33'	S45°00'00"E	90°00'00"	37.00'
C8	87.00'	136.66'	123.04'	S45°00'00"E	90°00'00"	87.00'
C9	50.00'	261.80'	50.00'	N90°00'00"W	300°00'00"	28.87'
C10	125.00'	215.90'	190.05'	S49°28'46"W	98°57'44"	146.26'
C11	75.00'	129.54'	114.03'	S49°28'46"W	98°57'44"	87.76'
C12	110.00'	17.20'	17.18'	S85°31'08"E	8°57'32"	8.62'
C13	50.00'	60.77'	72.27'	S65°14'10"W	92°33'05"	52.28'
C14	125.00'	20.37'	20.35'	N85°42'29"W	9°20'14"	10.21'
C15	125.00'	195.53'	176.20'	S44°48'39"W	89°37'30"	124.18'



**MOUNTAIN ROSE ESTATES
TRACT 3**

NOTES

- 1) DEVELOPMENT OF THESE PARCELS IS SUBJECT TO THE CITY OF SOLDOTNA ZONING REGULATIONS.
- 2) THESE PARCELS MAY BE AFFECTED BY THE FOLLOWING BLANKET UTILITY EASEMENTS
ELECTRIC EASEMENT – OCTOBER 10, 1961 IN BOOK 7 PAGE 132 KRD
ELECTRIC EASEMENT – JANUARY 31, 1996 IN BOOK 478 PAGE 192 KRD
GAS LINE EASEMENT – NOVEMBER 18, 2004 SER. NO. 2004-011775-0 KRD
- 3) MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS IS SUBJECT TO THE RESTRICTIONS CONTAINED IN THE DECLARATION FOR MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS RECORDED AUGUST 3, 2004 AS SERIAL NO. 2004-007604-0; AND AMENDED BY THE PHASE 2 AMENDMENT RECORDED OCTOBER 11, 2004 AS SERIAL NO. 2004-010255-0; PHASE 3 AMENDMENT RECORDED DECEMBER 27, 2004 AS SERIAL NO. 2004-012982-0; PHASE 4 AMENDMENT RECORDED MAY 4, 2005 AS SER. NO. 2005-003809-0; PHASE 5 AMENDMENT RECORDED NOVEMBER 3, 2005 SER. NO. 2005-010897-0; PHASE 6 AMENDMENT RECORDED FEBRUARY 24, 2006 AS SERIAL NO. 2006-001749-0; PHASE 7 AMENDMENT RECORDED AUGUST 14, 2006 AS SERIAL NO. 2006-008747-0; PHASE 8 AMENDMENT RECORDED MAY 14, 2007 AS SERIAL NO. 2007-004927-0; AND THE AMENDMENT TO WITHDRAW LAND RECORDED MARCH 7, 2008 AS SERIAL NO. 2008-002331-0, RECORDS OF THE KENAI RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA ("DECLARATION")
- 4) THE LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THIS CONDOMINIUM PLAN IS: N1/2 NW1/4 NW1/4 SECTION 32, TOWNSHIP 05 NORTH, RANGE 10 WEST; SPECIFICALLY INCLUDING TRACT 1A AND TRACT 2A OF MOUNTAIN ROSE ESTATES NUMBER 3 ACCORDING TO PLAT 2006-107 AND TRACT 1B1 OF MOUNTAIN ROSE ESTATES NUMBER 4 ACCORDING TO PLAT 2008-15 KENAI RECORDING DISTRICT.

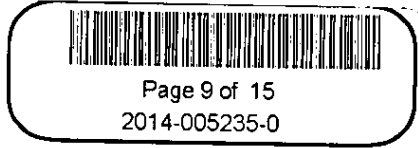
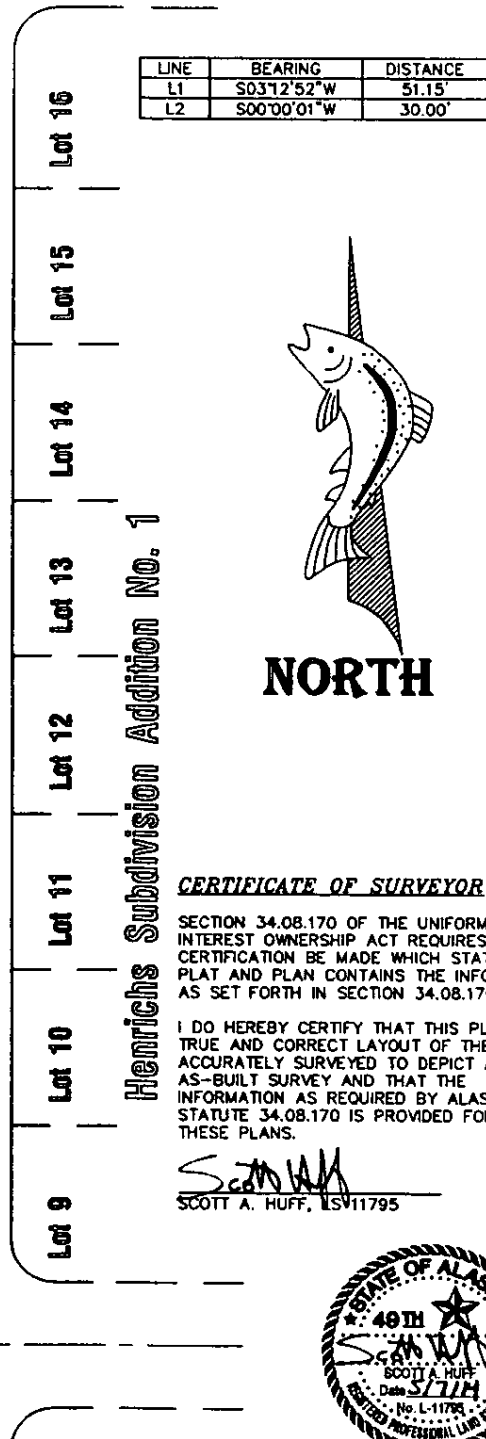



EXHIBIT 3 (Page 4) – ENLARGEMENTS OF THE DEVELOPMENT PLAN

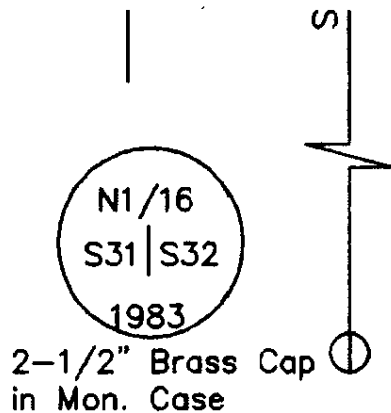
LEGEND

- ⊙ PRIMARY MONUMENT OF RECORD
- SECONDARY MONUMENT OF RECORD

Page 10 of 15
2014-005235-0

EXHIBIT 3 (Page 5) – ENLARGEMENTS OF THE DEVELOPMENT PLAN



CERTIFICATE OF COMPLETION

SECTION 34.08.090 OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT PROVIDES THAT A DECLARATION FOR A CONDOMINIUM MAY NOT BE RECORDED AND A PLAT OR PLAN THAT IS A 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.

THIS IS TO CERTIFY THAT THE BUILDINGS SHOWN AS CONSTRUCTED ON THIS "MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS", ARE EXISTING BUILDINGS AND THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS.


SCOTT A. HUFF, LS 11795

EXHIBIT 3 (Page 6) – ENLARGEMENTS OF THE DEVELOPMENT PLAN

CERTIFICATE OF OWNERSHIP AND DEDICATION

I DO HEREBY CERTIFY THAT MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS ASSOCIATION IS THE OWNER OF TRACT 1A AND TRACT 2A OF MOUNTAIN ROSE ESTATES NUMBER 3 ACCORDING TO PLAT 2006-107 AND TRACT 1B1 OF MOUNTAIN ROSE ESTATES NUMBER 4 ACCORDING TO PLAT 2008-15 KENAI RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, LOCATED WITHIN THE W1/2 NW1/4 NW1/4 SECTION 32, TOWNSHIP 05 NORTH, RANGE 10 WEST, SEWARD MERIDIAN, ALASKA.

THE UNDERSIGNED AS DECLARANT UNDER THAT CERTAIN DECLARATION FOR MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS, DATED AUGUST 3, 2004, AS SERIAL NO. 2004-007804-0, AND AMENDED BY THE PHASE 2 AMENDMENT RECORDED ON OCT. 11, 2004, AS SERIAL NO. 2004-010255-0; PHASE 3 AMENDMENT RECORDED ON DEC. 27, 2004, AS SERIAL NO. 2004-012982-0; PHASE 4 AMENDMENT RECORDED ON MAY 04, 2005, AS SERIAL NO. 2005-003609-0; PHASE 5 AMENDMENT RECORDED ON NOV. 03, 2005, AS SERIAL NO. 2005-010897-0; PHASE 6 AMENDMENT RECORDED ON FEB. 24, 2006, AS SERIAL NO. 2006-001749-0; PHASE 7 AMENDMENT RECORDED ON AUG. 14, 2006, AS SERIAL NO. 2006-008747-0; PHASE 8 AMENDMENT RECORDED ON MAY 14, 2007, AS SERIAL NO. 2007-004927-0; AND THE AMENDMENT TO WITHDRAW LAND RECORDED ON MAR. 7, 2008, AS SERIAL NO. 2008-002331-0, RECORDS OF THE KENAI RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA ("DECLARATION"), PURSUANT TO SECTION 34.08.250(d) OF THE ALASKA UNIFORM COMMON INTEREST OWNERSHIP ACT, DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT THE CREATION OF DEVELOPMENT RIGHT IN THE PROPERTY SHOWN AS "DEVELOPER RIGHTS RESERVED".

ASSOCIATION: MOUNTAIN ROSE ESTATES
SOLDOTNA CONDOMINIUMS ASSOCIATION

BY: _____
JACI LeDOUX
ITS: _____



EXHIBIT 3 (Page 7) – ENLARGEMENTS OF THE DEVELOPMENT PLAN

NOTARY'S ACKNOWLEDGMENT

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 20____
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE
STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY
APPEARED JACI LeDOUX, TO ME KNOWN AND KNOWN TO ME TO BE
THE PRESIDENT OF MOUNTAIN ROSE ESTATES SOLDTONA
CONDOMINIUM ASSOCIATION, AND KNOWN TO ME TO BE THE PERSON
WHO SIGNED THE FOREGOING INSTRUMENT, ON BEHALF OF SAID
CORPORATION, AND THEY ACKNOWLEDGED TO ME THAT THEY SIGNED
AND SEALED THE SAME AS A FREE ACT AND DEED OF THE SAID
CORPORATION FOR THE USES AND PURPOSES THEREIN EXPRESSED
PURSUANT TO ITS BYLAWS OR A RESOLUTION OF ITS BOARD OF
DIRECTORS.

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

NOTARY PUBLIC IN AND FOR ALASKA
MY COMMISSION EXPIRES: _____

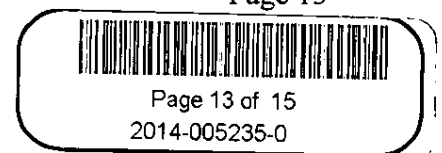
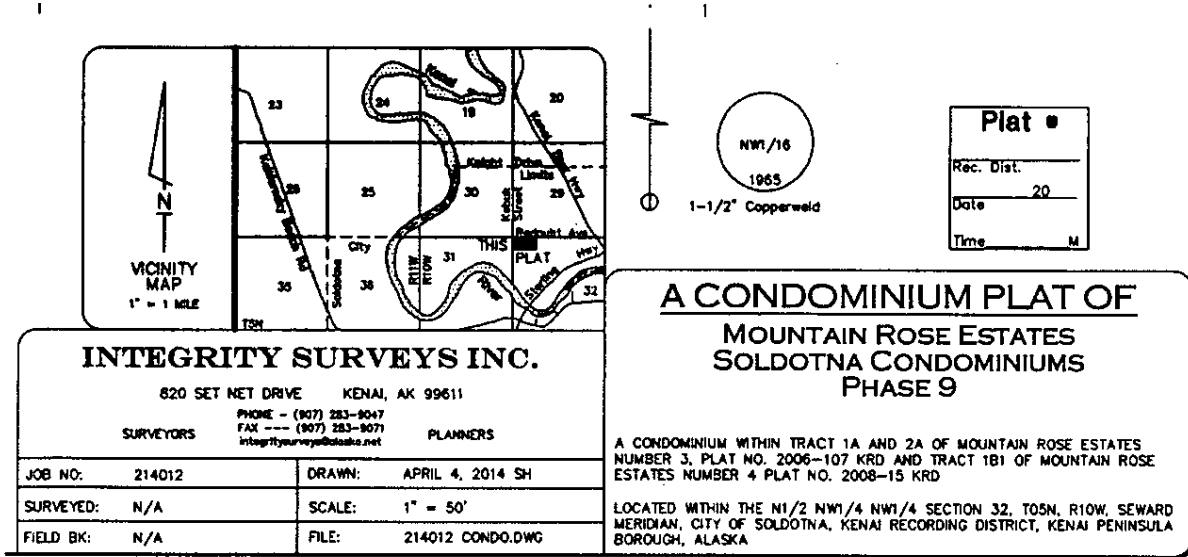


EXHIBIT 3 (Page 8) – ENLARGEMENTS OF THE DEVELOPMENT PLAN



INTEGRITY SURVEYS INC.
 820 SET NET DRIVE KENAI, AK 99611
 SURVEYORS PHONE - (907) 283-9047
 FAX --- (907) 283-9071
 integritysurveys@alaska.net PLANNERS

JOB NO:	214012	DRAWN:	APRIL 4, 2014 SH
SURVEYED:	N/A	SCALE:	1" = 50'
FIELD BK:	N/A	FILE:	214012 CONDO.DWG

**A CONDOMINIUM PLAT OF
 MOUNTAIN ROSE ESTATES
 SOLDOTNA CONDOMINIUMS
 PHASE 9**

A CONDOMINIUM WITHIN TRACT 1A AND 2A OF MOUNTAIN ROSE ESTATES NUMBER 3, PLAT NO. 2006-107 KR D AND TRACT 1B1 OF MOUNTAIN ROSE ESTATES NUMBER 4 PLAT NO. 2008-15 KR D

LOCATED WITHIN THE N1/2 NW1/4 NW1/4 SECTION 32, T05N, R10W, SEWARD MERIDIAN, CITY OF SOLDOTNA, KENAI RECORDING DISTRICT, KENAI PENINSULA BOROUGH, ALASKA

EXHIBIT 4 – Recorded Easements and Licenses

1. Reservations and exceptions as contained in U.S. Patent, and/or acts authorizing the issuance thereof.
2. Reservations and exceptions as contained in Mineral Patent from the United States of America to the State of Alaska Dated: August 30, 1982 and recorded September 27, 1982 in Book 194 at Page 756.
3. Reservation of oil, gas and mineral rights constructive notice of which is given by recital in deed recorded January 12, 1986 and September 2, 1965 in Volume/Page: 91/842, 91/843, 91/844, 91/845, 91/846, 91/847 and 34/280 reserved by Ira L. Little and Odette A. Little.
4. Easement for electric lines or system and/or telephone lines together with right to enter, maintain, repair and clear shrubbery recorded October 10, 1961 in Book 7 at Page 132 and granted to Homer Electric Association, Inc.
5. Easement for electric lines or system and/or telephone lines together with right to enter, maintain, repair and clear shrubbery recorded January 31, 1996 in Book 478 at Page 192 and granted to Homer Electric Association, Inc.
6. Easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes thereto for natural gas pipelines in favor of Enstar Natural Gas Company recorded November 18, 2004 as Serial No. 2004-011775-0.
7. Easements, covenants, conditions and restrictions as contained in Declaration of Protective Restrictions recorded August 3, 2004 as Serial Number 2004-007604-0 and amendments thereto recorded October 11, 2004 as Serial Number 2004-010255-0; recorded December 27, 2004 as Serial Number 2004-012982-0; recorded May 4, 2005 as Serial Number 2005-003609-0; and amendments thereto recorded November 3, 2005 as Serial Number 2005-010897-0; and amendments thereto recorded February 24, 2006 as Serial Number 2006-001749-0; and amendments thereto recorded August 14, 2006 and amendments thereto recorded May 14, 2007 as Serial Number 2007-004927-0.
8. Easements, sett-backs, dedications, and notes as delineated on Plat No. 2006-107 and Plat No. 2008-15 to the record of which reference is hereby made.



CC

A
L
A
S
K
A

2014-011315-0

Recording District 302 Kenai

12/31/2014 08:31 AM Page 1 of 27



Kenai Recording District

**AMENDMENT TO THE DECLARATION
FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS
A CONDOMINIUM COMMUNITY IN SOLDOTNA, ALASKA**

-Declarant Amendment: Creating Units 26, 27 & 28-

AFTER RECORDATION RETURN TO:

James H. McCollum
Law Office of James H. McCollum, LLC
400 L Street, Suite 100
Anchorage, Alaska 99501

**AMENDMENT TO THE DECLARATION FOR
MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS
A CONDOMINIUM COMMUNITY IN SOLDOTNA, ALASKA**
-Declarant Amendment: Creating Units 26, 27 & 28-

The **HALL QUALITY BUILDERS, INC.**, an Alaska corporation, ("**Declarant**") with a mailing address of *P.O. Box 2829, Kenai, Alaska 99611*, pursuant to that certain **Declaration For Mountain Rose Estates Soldotna Condominiums** recorded August 3, 2004 as Serial No. 2004-007604-0; and amended by the **Phase 2 Amendment** recorded October 11, 2004 as Serial No. 2004-010255-0; **Phase 3 Amendment** recorded December 27, 2004 as Serial No. 2004-012982-0; **Phase 4 Amendment** recorded May 4, 2005 as Serial No. 2005-003609-0; **Phase 5 Amendment** recorded November 3, 2005 as Serial No. 2005-010897-0; **Phase 6 Amendment** recorded February 24, 2006 as Serial No. 2006-001749-0; **Phase 7 Amendment** recorded August 14, 2006 as Serial No. 2006-008747-0; **Phase 8 Amendment** recorded May 14, 2007 as Serial No. 2007-004927-0; **Amendment to Withdraw Land** recorded March 7, 2008 as Serial No. 2008-002331-0; **Amendment No. 9** recorded June 27, 2014 as Serial No. 2014-005235-0; **Transfer of Special Declarant Rights** recorded July 17, 2014 as Serial No. 2014-005800, records of the Kenai Recording District, Third Judicial District, State of Alaska ("**Declaration**") and as set forth in **Plat No. 2014-32**; in accordance with Article XIII of the Declaration and AS 34.08.250(d) of the Alaska Uniform Common Interest Ownership Act, does hereby amend the Declaration as set forth herein.

RECITALS

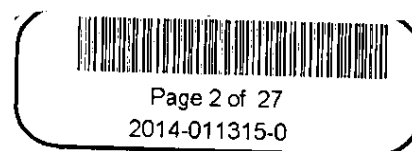
A. Plat No. 2014-32 reference to "Phase 9" was incorrect, as there was no phase created pursuant to Plat No. 2014-32; therefore, this Amendment and the plat and plans recorded herewith as Plat No. 2014-103 shall constitute Phase 9.

B. Successor Declarant is the holder of Special Declarant Rights held on the Property labeled as "Development Rights Reserved Area A" ("**Area A**") and labeled as "Development Rights Reserved Area B" ("**Area B**") on Plat No. 2014-32, records of the Kenai Recording District, Third Judicial District, State of Alaska.

C. Successor Declarant desires to exercise its Development Rights to create Units 26, 27 and 28 located within that portion of Tract 2A labeled as "Development Rights Reserved Area B".

AMENDMENT

NOW, THEREFORE, the Declaration is amended as follows:



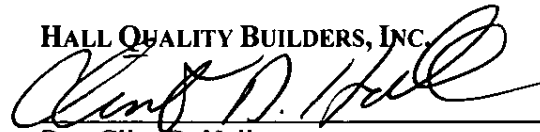
ARTICLE I. Exhibit 2, *Table of Allocated Interests*, attached hereto adding Units 26, 27, and 28 is substituted for the current Exhibit 2 of the Declaration which is declared null and void.

ARTICLE II. Exhibit 3, *Development Plan*, attached hereto and filed under Plat No. 2014-103 supplements the current Exhibit 3 of the Declaration by reflecting the addition of Units 26, 27, and 28 and their respective Limited Common Elements on that portion of the Property (Area B).

ARTICLE IV. All other terms of the Declaration remain the same.

DECLARANT:

HALL QUALITY BUILDERS, INC.



By: Clint D. Hall

Its: President

STATE OF ALASKA)

)

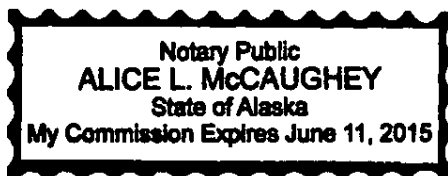
ss.


THIRD JUDICIAL DISTRICT)

)

THIS IS TO CERTIFY that on this 31 day of December, 2014, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared CLINT D. HALL, to me known and known to me to be the PRESIDENT of HALL QUALITY BUILDERS, INC., and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and she acknowledged to me that she signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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




Notary Public in and for Alaska
My Commission Expires: June 11, 2015

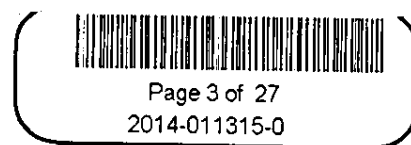


EXHIBIT 2 – TABLE OF ALLOCATED INTERESTS

UNIT NO.	UNIT TYPE *	STREET ADDRESS	SQUARE FOOTAGE**	% OF COMMON EXPENSES LIABILITY***
1	V	281 W. LONDON ROSE CIR.	1765 SF	3.06%
2	V	283 W. LONDON ROSE CIR.	1720 SF	2.98%
3	P	287 W. LONDON ROSE CIR.	2128 SF	3.69%
4	P	289 W. LONDON ROSE CIR.	2044 SF	3.54%
5	HR	291 W. LONDON ROSE CIR.	2039 SF	3.53%
6	HR	293 W. LONDON ROSE CIR.	2082 SF	3.61%
7	HR	297 W. LONDON ROSE CIR.	2075 SF	3.60%
8	V	305 W. LONDON ROSE CIR.	1732 SF	3.00%
9	V	307 W. LONDON ROSE CIR.	1728 SF	2.99%
10	HR	308 W. LONDON ROSE CIR.	2105 SF	3.65%
11	HR	304 W. LONDON ROSE CIR.	1960 SF	3.40%
12	S	300 W. LONDON ROSE CIR.	2159 SF	3.74%
13	AR	298 W. LONDON ROSE CIR.	1810 SF	3.14%
14	HR	292 W. LONDON ROSE CIR.	2960 SF	5.13%
16	RR	268 UPPER ROSIAN DR	1448 SF	2.51%
17	RR	266 UPPER ROSIAN DR	1448 SF	2.51%
18	RR	264 UPPER ROSIAN DR	1448 SF	2.51%
19	HR	256 UPPER ROSIAN DR	2165 SF	3.75%
20	HR	254 UPPER ROSIAN DR	2125 SF	3.68%
24	S	271 UPPER ROSIAN DR	2168 SF	3.76%
25	HR	273 UPPER ROSIAN DR	2148 SF	3.72%
26	V	279 UPPER ROSIAN DR.	1741 SF	3.02%
27	V	281 UPPER ROSIAN DR.	1727 SF	2.99%
28	V	266 W. LITTLE AVE.	1224 SF	2.12%
29	HR	258 LITTLE ST	2232 SF	3.87%
30	HR	256 LITTLE ST	2237 SF	3.88%
31	P	241 UPPER ROSIAN DR	2753 SF	4.77%
32	P	247 UPPER ROSIAN DR	2308 SF	4.00%
33	S	257 UPPER ROSIAN DR	2232 SF	3.87%
TOTALS: 29			57711 SF	100%

* See Exhibit 1 to Declaration for description of unit models, the names of which are abbreviated to initials in this exhibit. For instance, HR is Heritage Rose, PR is Ragosa Rose.

** Square footage includes living area and garage area.

***The Common Expense Liability and the undivided interest in the Common Elements are the same.

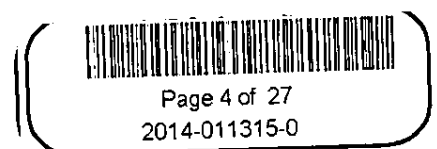
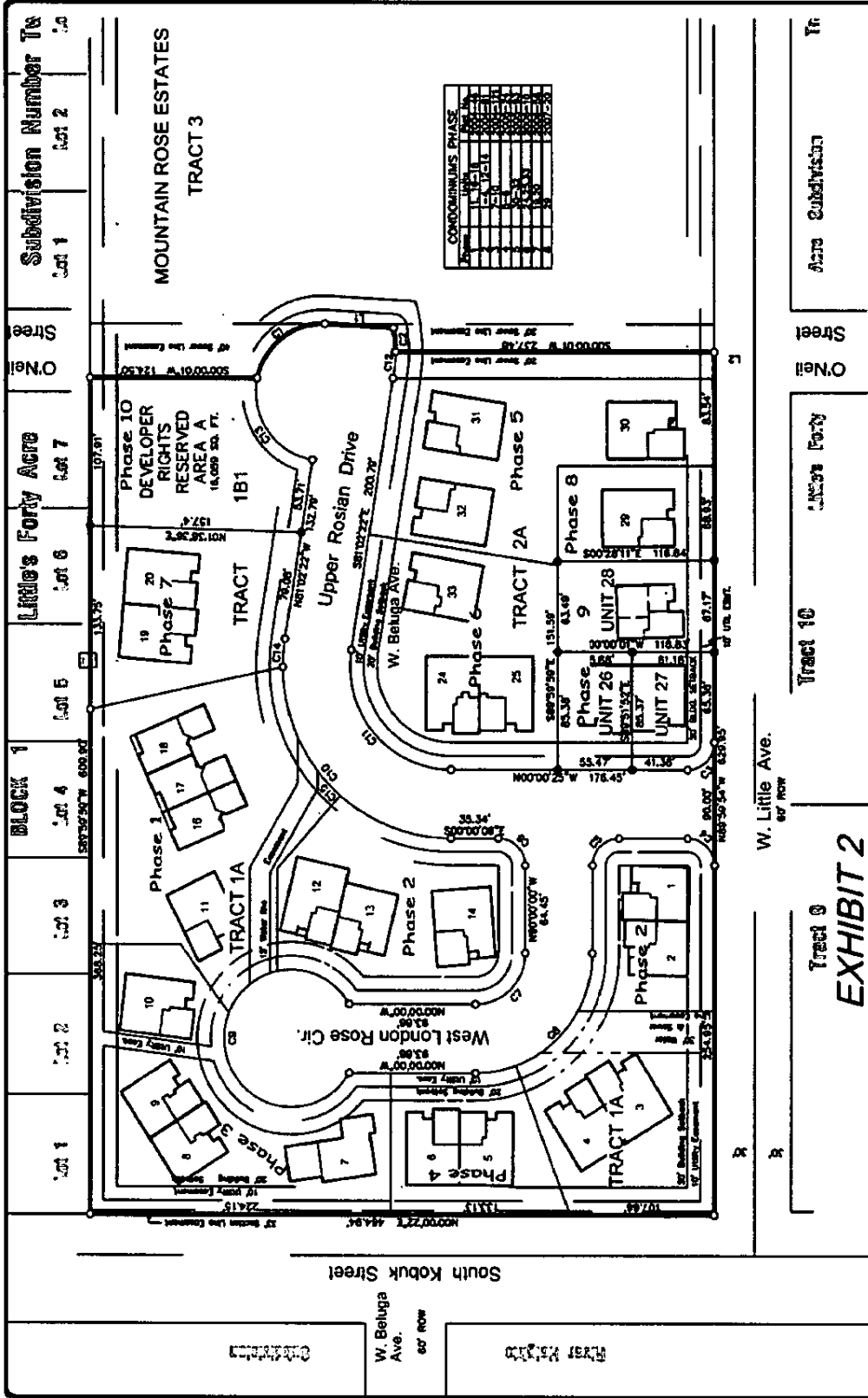


EXHIBIT 3 – DEVELOPMENT PLAN

Plat No. 2014-103

Serial No. 2014-011315-0





Mountain Rose Estates Soldotna Condominiums Development Plan		JOB NO: 214238 SCALE: NTS FILE: 214238 condo.dwg DRAWN: DECEMBER 30, 2014 SH
EXHIBIT 2		Tract 10 Unit 10
BLOCK 1 Lot 1 Lot 2 Lot 3 Lot 4 Lot 5 Lot 6 Lot 7	Little's Forty Acre Lot 1 Lot 2 Lot 3 Lot 4 Lot 5 Lot 6 Lot 7	Subdivision Number To Lot 1 Lot 2 Lot 3
W. Beluga Ave. 60' ROW		Street Area Subdivision Tr
South Kobuk Street 60' ROW		Street Area Subdivision Tr
W. Little Ave. 60' ROW		Street Area Subdivision Tr
Tract 10 Unit 10		Street Area Subdivision Tr

INTEGRITY SURVEYS INC.
 820 SET HET DR. KENAI, AK 99811
 SURVEYORS PHONE - (907) 983-8007 FAX - (907) 983-8071 PLANNERS

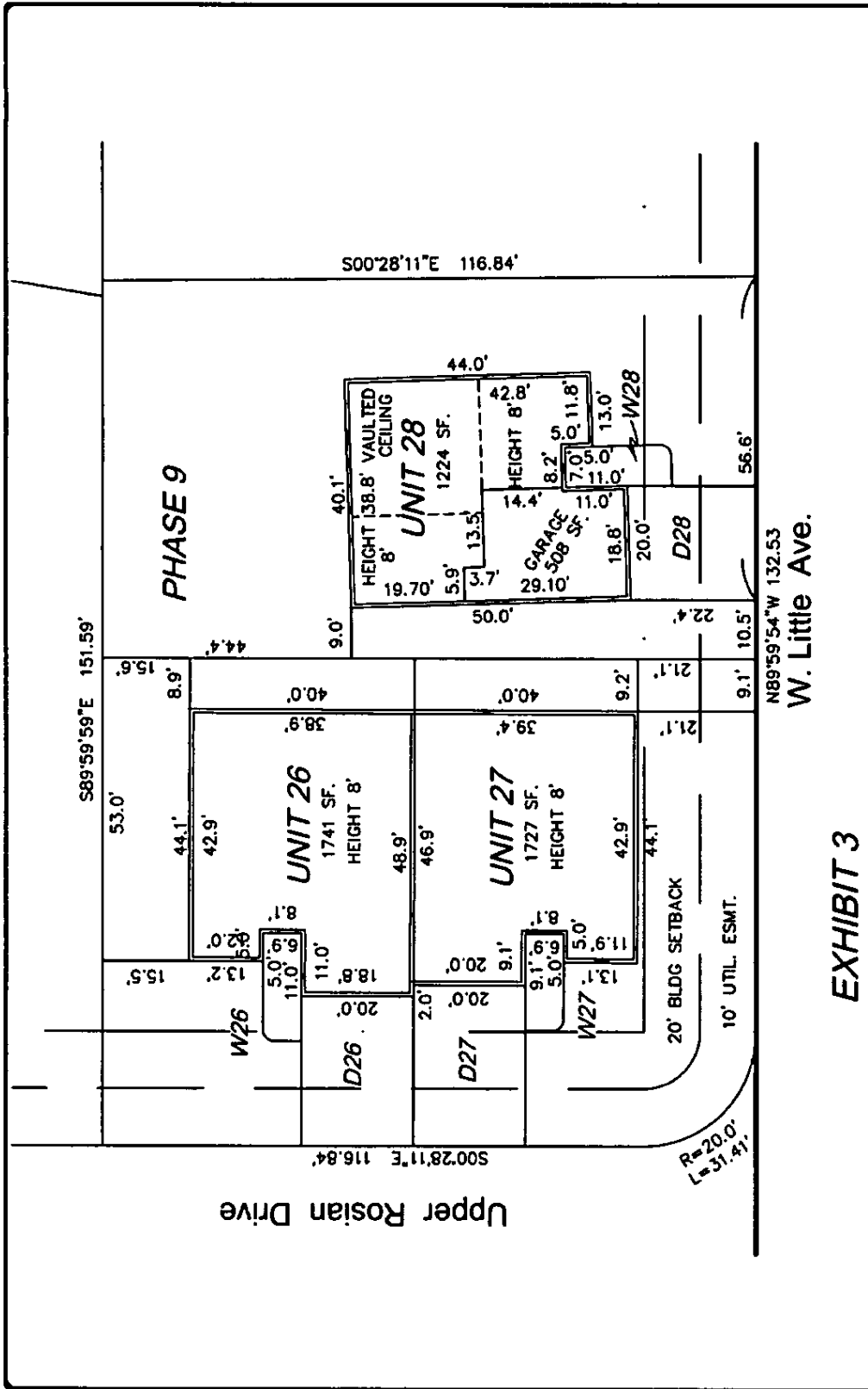


EXHIBIT 3

**Mountain Rose Estates
Soldotna Condominiums
Development Plan**

JOB NO: 214238 SCALE: NTS FILE: 214238 condo.dwg DRAWN: DECEMBER 30, 2014 SH	INTEGRITY SURVEYS INC. 820 SET NET DR. KENAI, AK 99811 PHONE - (907) 263-8047 FAX - (907) 263-8071 SURVEYORS PLANNERS
---	--

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

S30, S29
S31, S32
1983

Forest I

2-1/2" Brass Cap
in Mon. Case

30'

30'

BLOCK

Lot 1

Lot 2

Lot 3

Lot 4

S89°59'59"W 6C

368.25

Subdivision

W. Beluga
Ave.

60' ROW

obuk Street

33' Section Line Easement

22.4.15'

10' Utility Easement

20' Building Setback

Phase 3

10' Utility Easement

Phase 1

TRACT 1A

15' Water line Easement

obuk Rose Cir.

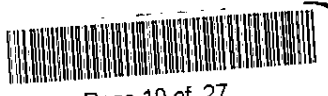
Phase 2

0'22"E 464.94'

2'00'00"W 93.86'

93.86'

2'00'00"W



Forest Park Subd. Pl. One

Redoubt Avenue

BLOCK 1

Little's Forty Acre

O'Neil Street

Lot 4

Lot 5

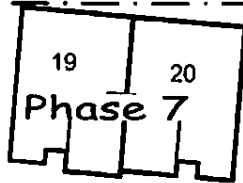
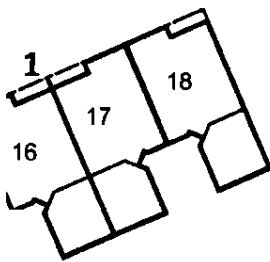
Lot 6

Lot 7

59°59'W 609.90'

133.75'

107.91'

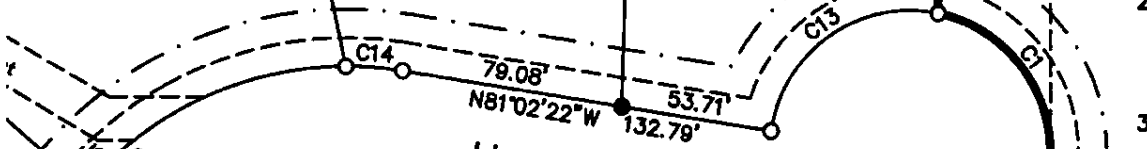


Phase 10
DEVELOPER
RIGHTS
RESERVED
AREA A
18,059 SQ. FT.

TRACT

1B1

N01°38'36"E
157.4'



Upper Rosian Drive

S81°02'22"E 200.79'

10' Utility Easement
20' Building Setback

W. Beluga Ave.



S35.34'E
500'00'0.08"E

S00°00'01"W 124.50'

40' Sewer Line Easement

10' Line Easement

10' Line Easement

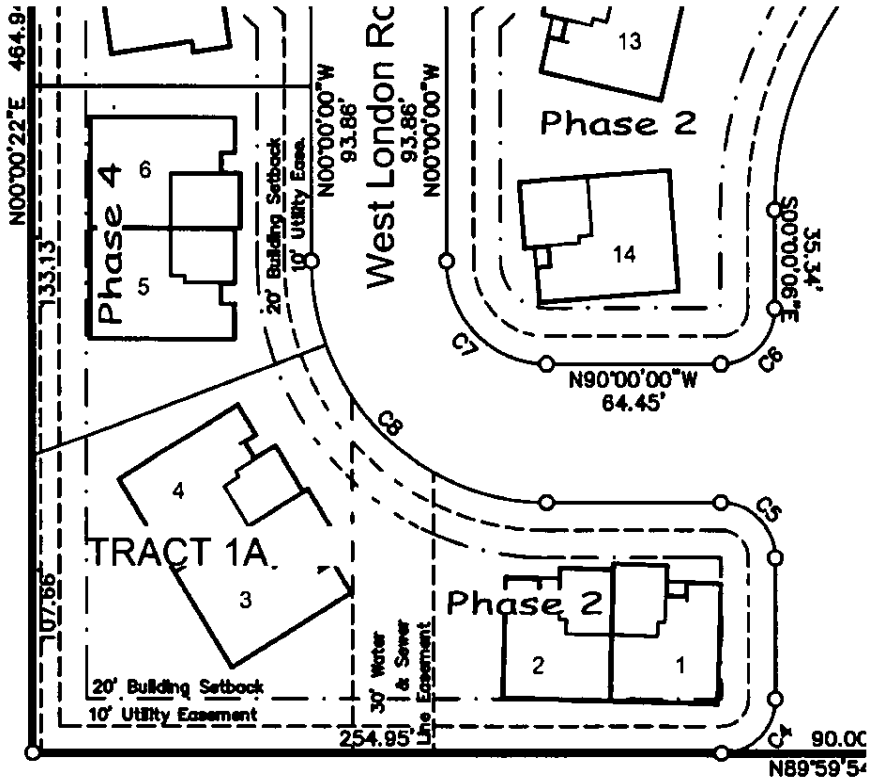
N
1.
2.
3.
4.

W. Beluga Ave.

60' ROW

River Heights

South Kobuk Str



N1/16
S31 | S32
1983

2-1/2" Brass Cap
In Mon. Case

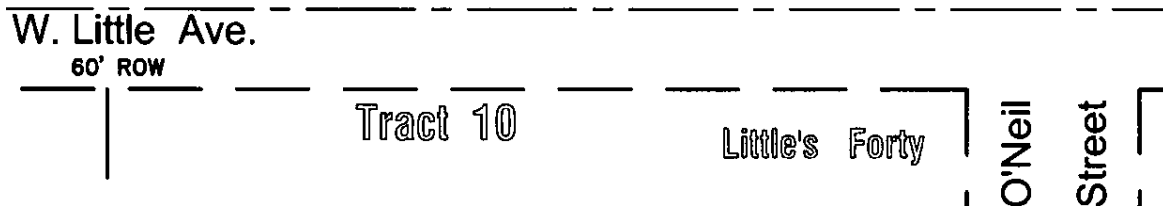
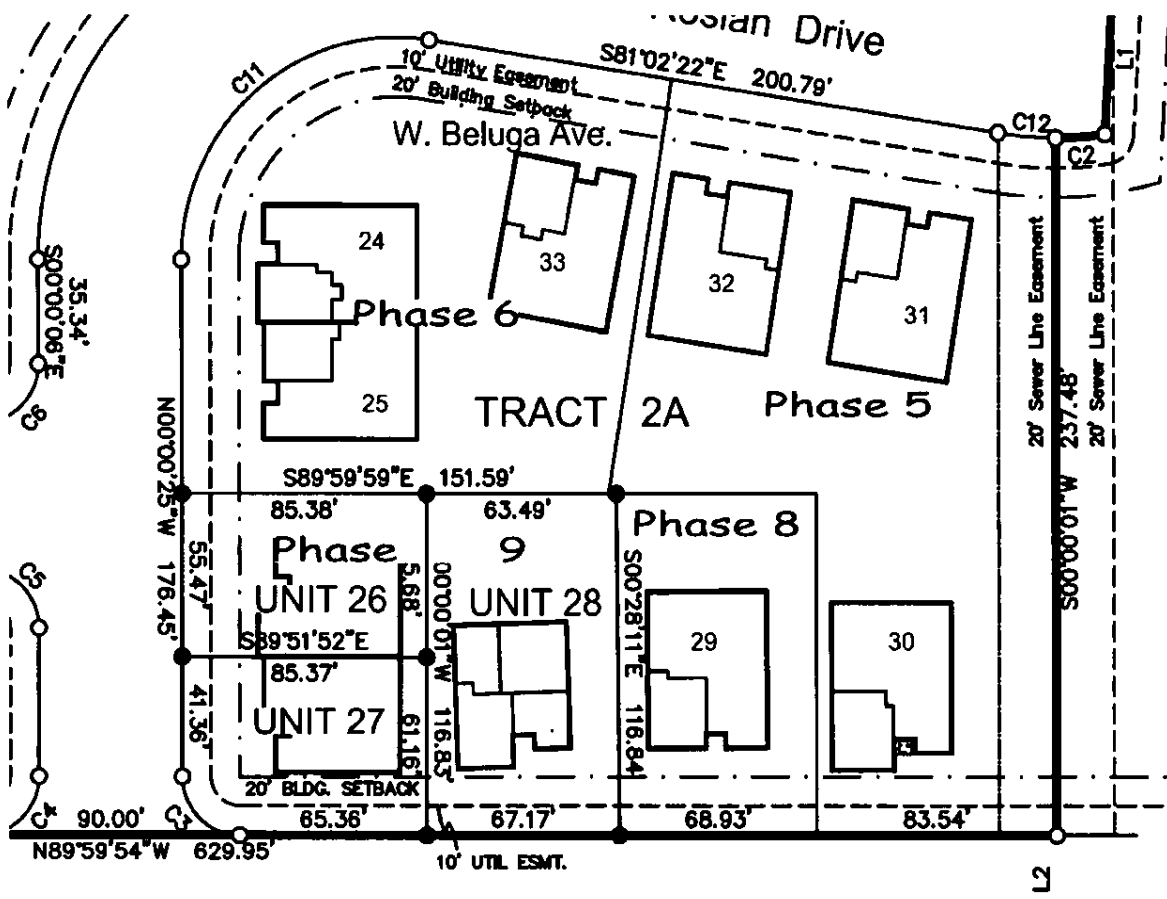
W. Littl
60' R

Tract 9

CERTIFICATE OF OWNERSHIP AND

I DO HEREBY CERTIFY THAT HALL QUALITY
ON PLAT NO. 2014-32 LOCATED WITHIN T1
2008-107 KENAI RECORDING DISTRICT, THE
NW1/4 SECTION 32, TOWNSHIP 05 NORTH,

THE UNDERSIGNED AS DECLARANT UNDER



SHIP AND DEDICATION

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	50.00'	70.07'	84.48'	N36°20'39"W	80°17'42"	42.17'
C2	110.00'	17.21'	17.16'	N89°31'14"E	6°37'43"	8.82'
C3	20.00'	31.41'	28.28'	S45°00'09"E	89°59'29"	20.00'
C4	20.00'	31.42'	28.29'	N45°00'00"E	90°00'12"	20.00'
C5	20.00'	31.42'	28.28'	N45°00'03"W	89°59'54"	20.00'
C6	20.00'	31.42'	28.28'	N44°59'57"E	90°00'08"	20.00'
C7	37.00'	58.12'	52.33'	S45°00'00"E	90°00'00"	37.00'
C8	87.00'	138.88'	123.04'	S45°00'00"E	90°00'00"	87.00'
C9	50.00'	281.80'	50.00'	N90°00'00"W	300°00'00"	28.87'
C10	125.00'	215.90'	190.05'	S49°28'48"W	88°57'44"	148.28'
C11	75.00'	129.54'	114.03'	S49°28'48"W	88°57'44"	87.78'
C12	110.00'	17.20'	17.18'	S89°31'08"E	6°37'32"	8.82'
C13	80.00'	80.77'	72.27'	S89°14'10"W	92°33'08"	52.28'
C14	125.00'	20.37'	20.35'	N89°42'29"W	9°20'14"	10.21'
C15	125.00'	185.53'	176.20'	S44°48'39"W	89°37'30"	124.18'



2-1/2" Brass Cap

Street

Subdivision Number Two | BLOCK 2 |
 Lot 1 | Lot 2 | Lot 3 | Lot 4 | Lot 5 | Lot 6 | Lot 7

10' Utility Easement
20' Building Setback

MOUNTAIN ROSE ESTATES TRACT 3

NOTES

- DEVELOPMENT OF THESE PARCELS IS SUBJECT TO THE CITY OF SOLDOTNA ZONING REGULATIONS.
- THESE PARCELS MAY BE AFFECTED BY THE FOLLOWING BLANKET UTILITY EASEMENTS
 ELECTRIC EASEMENT - OCTOBER 10, 1961 IN BOOK 7 PAGE 132 KRD
 ELECTRIC EASEMENT - JANUARY 31, 1998 IN BOOK 478 PAGE 192 KRD
 GAS LINE EASEMENT - NOVEMBER 18, 2004 SER. NO. 2004-011775-0 KRD
- MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS IS SUBJECT TO THE RESTRICTIONS CONTAINED IN THE DECLARATION FOR MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS RECORDED AUGUST 3, 2004 AS SERIAL NO. 2004-007804-0; AND AMENDED BY THE
 PHASE 2 AMENDMENT RECORDED OCTOBER 11, 2004 AS SERIAL NO. 2004-010255-0;
 PHASE 3 AMENDMENT RECORDED DECEMBER 27, 2004 AS SERIAL NO. 2004-012982-0;
 PHASE 4 AMENDMENT RECORDED MAY 4, 2005 AS SER. NO. 2005-003809-0;
 PHASE 5 AMENDMENT RECORDED NOVEMBER 3, 2005 SER. NO. 2005-010897-0;
 PHASE 6 AMENDMENT RECORDED FEBRUARY 24, 2006 AS SERIAL NO. 2006-001748-0;
 PHASE 7 AMENDMENT RECORDED AUGUST 14, 2006 AS SERIAL NO. 2006-008747-0;
 PHASE 8 AMENDMENT RECORDED MAY 14, 2007 AS SERIAL NO. 2007-004927-0;
 AND THE AMENDMENT TO WITHDRAW LAND RECORDED MARCH 7, 2008 AS SERIAL NO. 2008-002331-0, AMENDMENT NO. 9 RECORDED JUNE 27, 2014 AS SERIAL NO. 2014-005235-0; TRANSFER OF SPECIAL DECLARANT RIGHTS RECORDED JULY 17 2014, AS SERIAL NO. 2014-005800-0 AND AMENDMENT RECORDED _____ 20____ AS SERIAL NO. _____ RECORDS OF THE KENAI RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA ("DECLARATION")
- THE LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THIS CONDOMINIUM PLAN IS: N1/2 NW1/4 NW1/4 SECTION 32, TOWNSHIP 05 NORTH, RANGE 10 WEST; SPECIFICALLY INCLUDING TRACT 1A AND TRACT 2A OF MOUNTAIN ROSE ESTATES NUMBER 3 ACCORDING TO PLAT 2008-107 AND TRACT 1B1 OF MOUNTAIN ROSE ESTATES NUMBER 4 ACCORDING TO PLAT 2008-15 KENAI RECORDING DISTRICT.
- FOR A DESCRIPTION OF "DEVELOPMENT RIGHTS" SEE ARTICLE 1 OF AMENDMENT NO. 9 TO THE DECLARATION FOR MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS RECORDED JUNE 27, 2014, AS SERIAL NO. 2014-005235-0 RECORDS IN THE KENAI RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
- PLAT NO. 2014-32 REFERENCE TO PHASE 9 WAS INCORRECT, AS THERE WAS NO PHASE CREATED PURSUANT TO PLAT NO. 2014-32; THEREFOR THIS PLAT HERETO CONSTITUTES PHASE 9.

20' Building Setback
10' Utility Easement

40' Sewer Line Easement
20' Sewer Line Easement
20' Sewer Line Easement
20' Sewer Line Easement

20' Building Setback
10' Utility Easement

South Fireweed Street

LEGEND

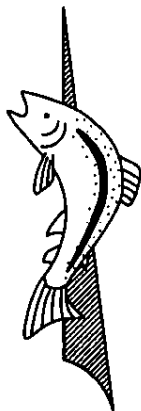
- ⊙ PRIMARY MONUMENT OF RECORD
- SECONDARY MONUMENT OF RECORD
- SECONDARY MONUMENT SET
- 5/8" X 30" REBAR WITH PLASTIC CAP

LINE	BEARING	DISTANCE
L1	S03°12'52"W	51.15'
L2	S00°00'01"W	30.00'

South Fireweed Street

Lot 9 Lot 10 Lot 11 Lot 12 Lot 13 Lot 14 Lot 15 Lot 16

Henrichs Subdivision Addition No. 1



NORTH

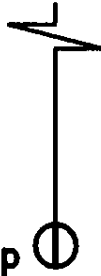
CERTIFICATE OF SURVEYOR

SECTION 34.08.170 OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT REQUIRES THAT A CERTIFICATION BE MADE WHICH STATES THE PLAT AND PLAN CONTAINS THE INFORMATION AS SET FORTH IN SECTION 34.08.170.

I DO HEREBY CERTIFY THAT THIS PLAN IS A TRUE AND CORRECT LAYOUT OF THE 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.

SCOTT A. HUFF, LS 11795





2-1/2" Brass Cap
in Mon. Case

CERTIFICATE OF COMPLETION

SECTION 34.08.090 OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT PROVIDES THAT A DECLARATION FOR A CONDOMINIUM MAY NOT BE RECORDED AND A PLAT OR PLAN THAT IS A 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.

THIS IS TO CERTIFY THAT THE BUILDINGS SHOWN AS CONSTRUCTED ON THIS "MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS", ARE EXISTING BUILDINGS AND THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS.

SCOTT A. HUFF, LS 11795



CERTIFICATE OF OWNERSHIP AND DEDICATION

I DO HEREBY CERTIFY THAT HALL QUALITY BUILDERS INC. IS THE OWNER OF DEVELOPMENT RIGHTS IDENTIFIED AS AREA B ON PLAT NO. 2014-32 LOCATED WITHIN TRACT 2A OF MOUNTAIN ROSE ESTATES NUMBER 3 ACCORDING TO PLAT 2006-107 KENAI RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, LOCATED WITHIN THE W1/2 NW1/4 NW1/4 SECTION 32, TOWNSHIP 05 NORTH, RANGE 10 WEST, SEWARD MERIDIAN, ALASKA.

THE UNDERSIGNED AS DECLARANT UNDER THAT CERTAIN DECLARATION FOR MOUNTAIN ROSE ESTATES SOLDOTNA CONDOMINIUMS, RECORDED AUGUST 3, 2004, AS SERIAL NO. 2004-007604-0, AND AMENDED BY THE PHASE 2 AMENDMENT RECORDED ON OCT. 11, 2004, AS SERIAL NO. 2004-010255-0; PHASE 3 AMENDMENT RECORDED ON DEC. 27, 2004, AS SERIAL NO. 2004-012982-0; PHASE 4 AMENDMENT RECORDED ON MAY 04, 2005, AS SERIAL NO. 2005-003809-0; PHASE 5 AMENDMENT RECORDED ON NOV. 03, 2005, AS SERIAL NO. 2005-010897-0; PHASE 6 AMENDMENT RECORDED ON FEB. 24, 2006, AS SERIAL NO. 2006-001749-0; PHASE 7 AMENDMENT RECORDED ON AUG. 14, 2006, AS SERIAL NO. 2006-008747-0; PHASE 8 AMENDMENT RECORDED ON MAY 14, 2007, AS SERIAL NO. 2007-004927-0; AND THE AMENDMENT TO WITHDRAW LAND RECORDED ON MAR. 7, 2008, AS SERIAL NO. 2008-002331-0; PLAT RECORDED ON JUNE 27, 2014 AS PLAT NO. 2014-32; AMENDMENT NO. 9 RECORDED JUNE 27, 2014 AS SERIAL NO. 2014-005235-0; TRANSFER OF SPECIAL DECLARANT RIGHTS RECORDED JULY 17, 2014 AS SERIAL NO. 2014-005800-0 RECORDS OF THE KENAI RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA ("DECLARATION"), PURSUANT TO SECTION 34.08.250(d) OF THE ALASKA UNIFORM COMMON INTEREST OWNERSHIP ACT, DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT THE CREATION OF THE UNITS AND COMMON ELEMENTS AS SHOWN HEREIN AND DOES HEREBY SUBMIT THE PROPERTY TO THE ACT.

SECESSOR DECLARANT: HALL QUALITY BUILDERS, INC.

BY: _____
CLINT D. HALL,
ITS: PRESIDENT.



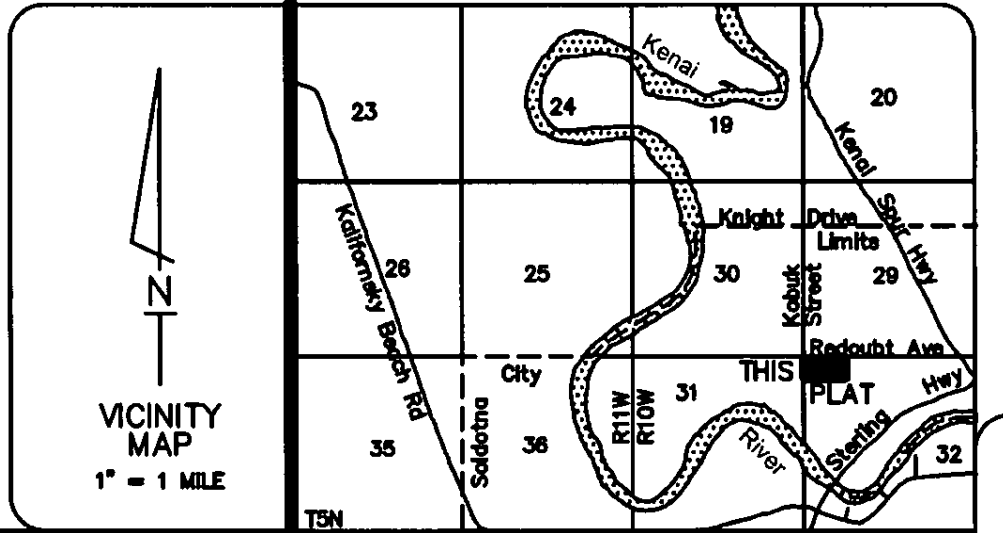
NOTARY'S ACKNOWLEDGMENT

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 20____
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE
STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY
APPEARED CLINT D. HALL, TO ME KNOWN AND KNOWN TO ME TO BE
THE PRESIDENT OF HALL QUALITY BUILDERS, INC., AND KNOWN TO
ME TO BE THE PERSON WHO SIGNED THE FOREGOING INSTRUMENT,
ON BEHALF OF SAID CORPORATION, AND THEY ACKNOWLEDGED TO
ME THAT THEY SIGNED AND SEALED THE SAME AS A FREE ACT AND
DEED OF THE SAID CORPORATION FOR THE USES AND PURPOSES
THEREIN EXPRESSED PURSUANT TO ITS BYLAWS OR A RESOLUTION
OF ITS BOARD OF DIRECTORS.

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

NOTARY PUBLIC IN AND FOR ALASKA
MY COMMISSION EXPIRES: _____



INTEGRITY SURVEYS INC.

820 SET NET DRIVE KENAI, AK 99611

PHONE - (907) 283-9047
FAX ---- (907) 283-9071
integritysurveys@alaska.net

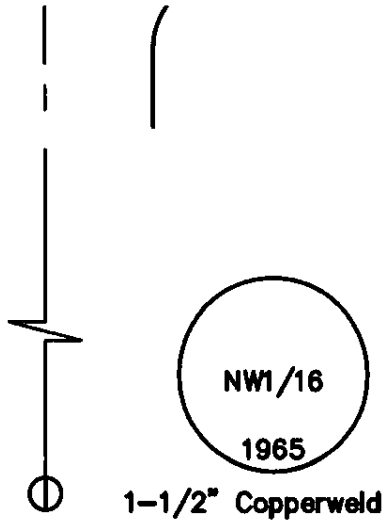
SURVEYORS

PLANNERS

JOB NO:	214238	DRAWN:	DECEMBER 30, 2014 SH
SURVEYED:	N/A	SCALE:	1" = 50'
FIELD BK:	N/A	FILE:	214238 CONDO.DWG

A
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C
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B





Plat ●	
Rec. Dist.	
Date	20
Time	M

A CONDOMINIUM PLAT OF
MOUNTAIN ROSE ESTATES
SOLDOTNA CONDOMINIUMS
PHASE 9
ADDING UNITS 26,27 & 28

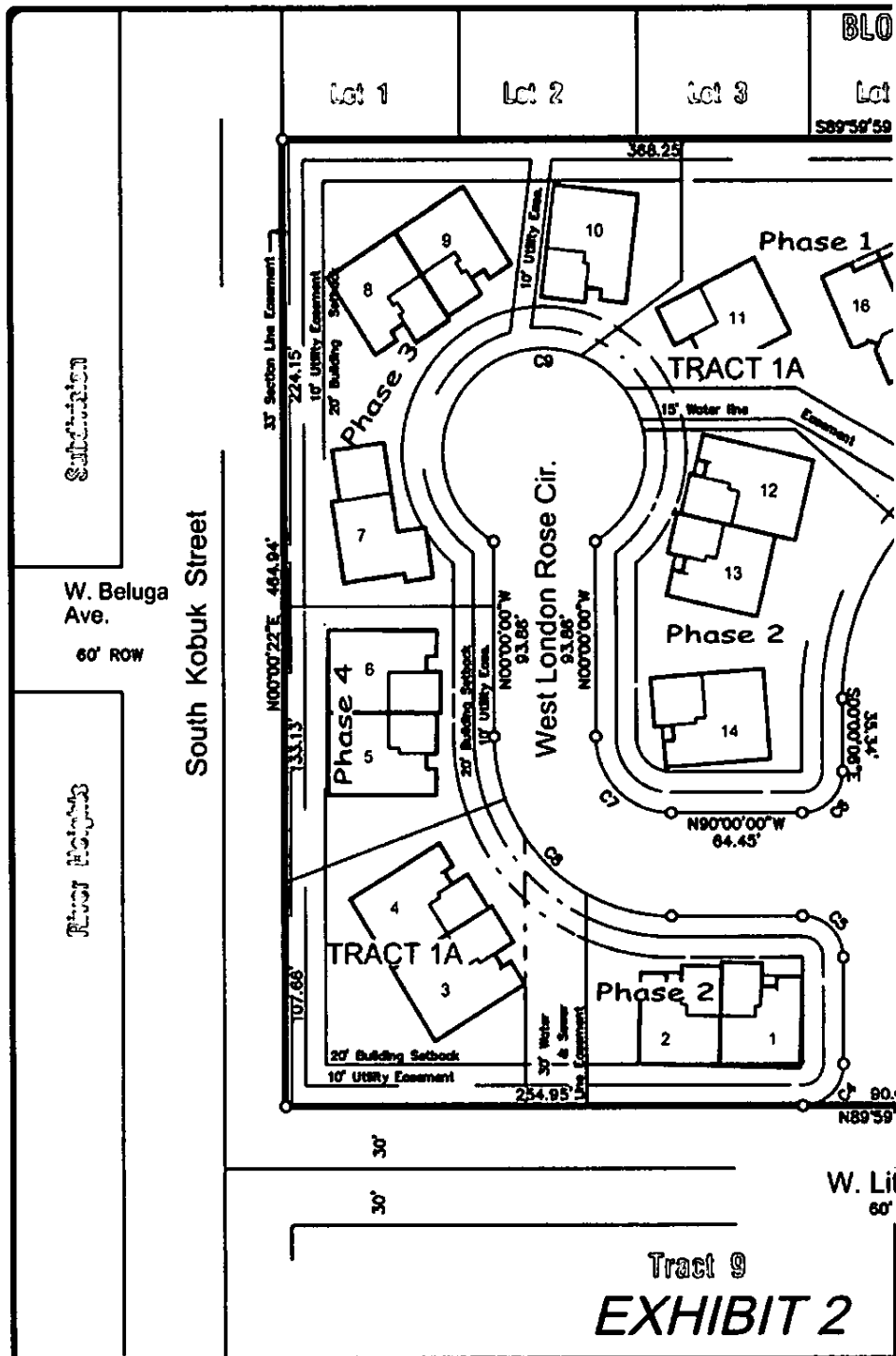
A CONDOMINIUM WITHIN TRACT 2A OF MOUNTAIN ROSE ESTATES NUMBER 3,
PLAT NO. 2006-107 KRD AND TRACT 1B1 OF MOUNTAIN ROSE ESTATES
NUMBER 4 PLAT NO. 2008-15 KRD

LOCATED WITHIN THE N1/2 NW1/4 NW1/4 SECTION 32, T05N, R10W, SEWARD
MERIDIAN, CITY OF SOLDOTNA, KENAI RECORDING DISTRICT, KENAI PENINSULA
BOROUGH, ALASKA



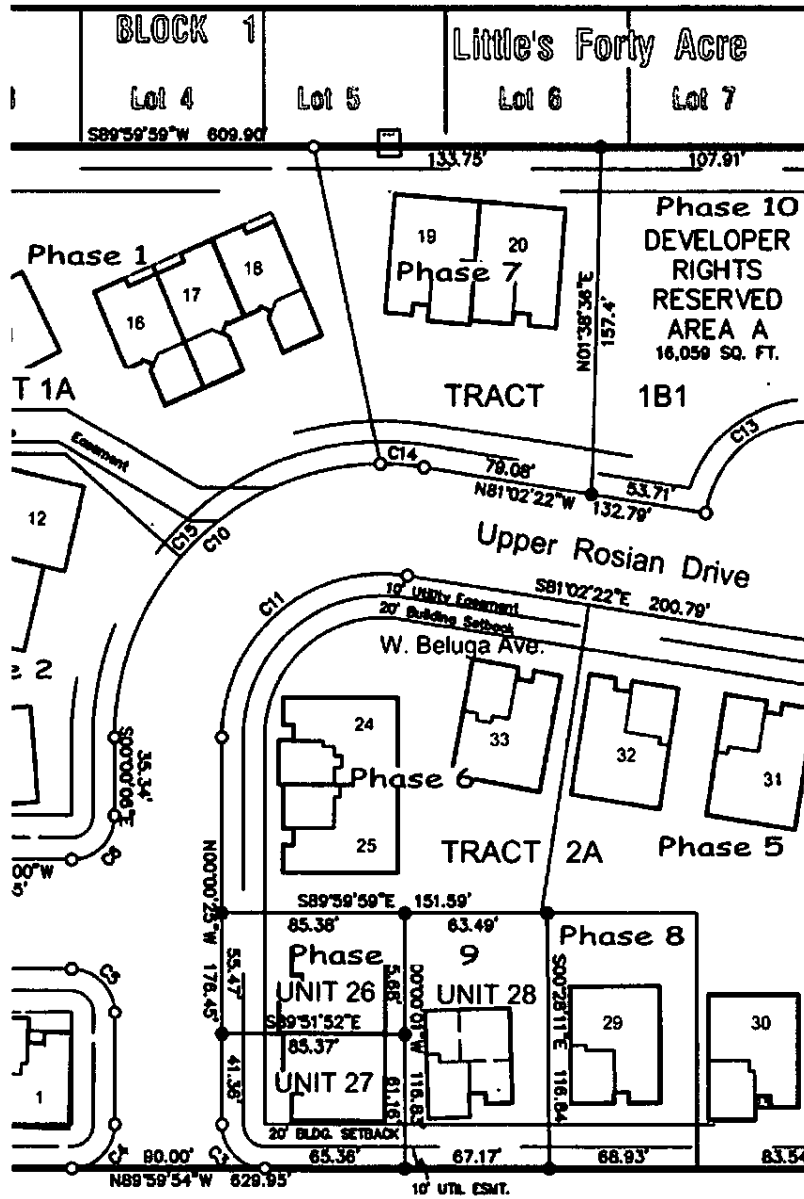
THE FOLLOWING PAGES ARE ENLARGEMENTS OF **PAGE 2** OF THE PLAT





**Mountain Rose Estates
 Soldotna Condominiums
 Development Plan**

JOB NO:
 SCALE:
 FILE:
 DRAWN:



W. Little Ave.
 60' ROW

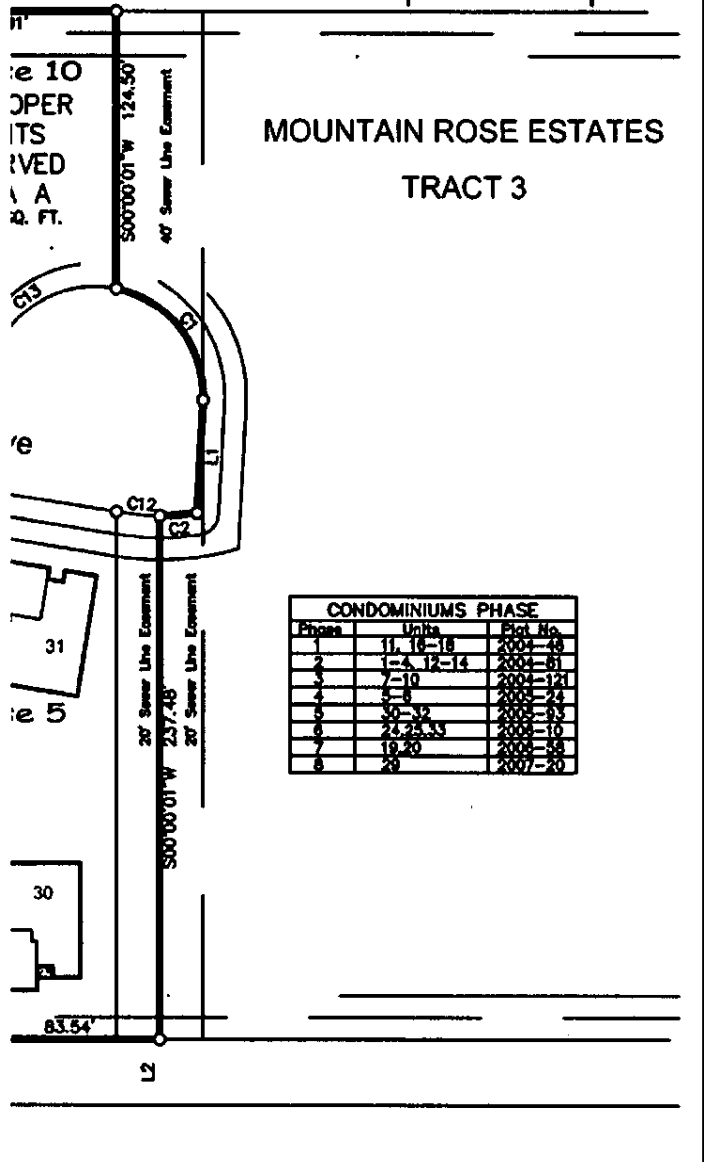
Tract 10

Little's Forty

BIT 2

JOB NO:	214238
SCALE:	NTS
FILE:	214238 condo.dwg
DRAWN:	DECEMBER 30, 2014 SH

O'Neil Street
 Subdivision Number Two
 Lot 1 Lot 2 Lot 3

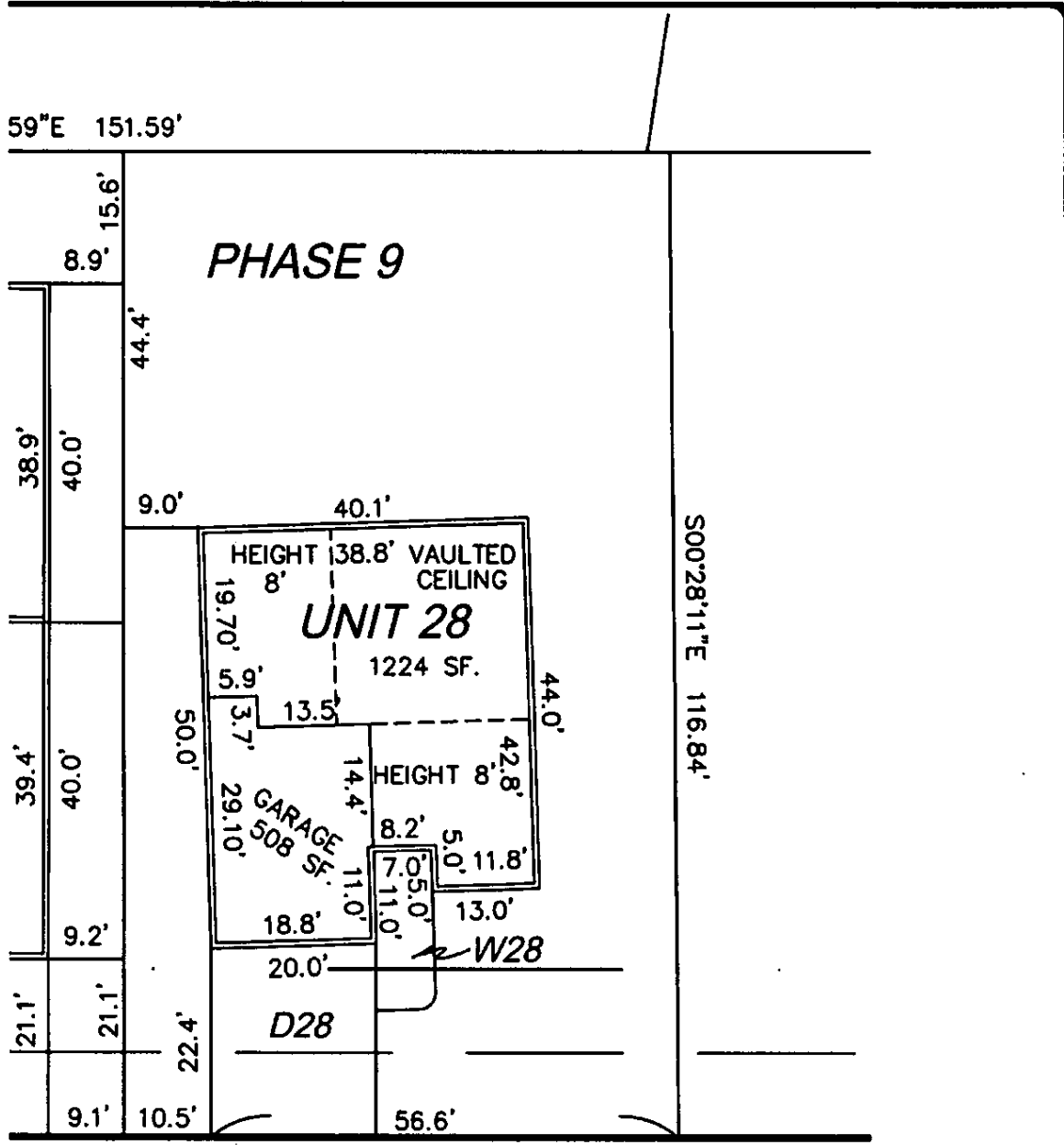


O'Neil Street
 Acre Subdivision Tr

INTEGRITY SURVEYS INC.
 820 SET NET DR. KENAI, AK 99611
 SURVEYORS PHONE - (907) 283-9047 PLANNERS
 FAX --- (907) 283-9071

THE FOLLOWING PAGES ARE ENLARGEMENTS OF **PAGE 3** OF THE PLAT





N89°59'54"W 132.53
 W. Little Ave.

238
238 condo.dwg
EMBER 30, 2014 SH

INTEGRITY SURVEYS INC.

820 SET NET DR. KENAI, AK 99611

SURVEYORS PHONE - (907) 283-8047 PLANNERS
 FAX --- (907) 283-8071