

PALMER RECORDING DISTRICT

AMENDED & RESTATED DECLARATION
OF
CENTER POINT SUBDIVISION
- A Planned Community -

*Associated doc.
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AFTER RECORDATION RETURN TO:

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**AMENDED & RESTATED DECLARATION
OF
CENTER POINT SUBDIVISION
- A Planned Community -**

CENTER POINT SUBDIVISION HOMEOWNERS ASSOCIATION, INC. (the "**Association**"), with a mailing address of *1365 E. Parks Highway, Suite 204, Wasilla, Alaska 99654*, pursuant to that certain **Declaration** of Center Point Subdivision recorded on June 25, 1999 as Serial No. 1999-012071-0; and as amended by an **Amendment and Restatement** recorded December 29, 1999, as Serial No. 1999-026110-0 in Book 1050 at Page 656; and as amended by a **Second Amendment and Restatement** recorded May 1, 2001 as Serial No. 2001-009252-0 in Book 01131 at Page 0283; and as amended by a **Third Amendment and Restatement** recorded August 13, 2002 as Serial No. 2002-017435-0; and as amended by the **Covenants Conditions and Restrictions** recorded November 24, 2004 as Serial No. 2004-033664-0; and as amended by the **Fifth Amendment and Restatement** recorded April 30, 2008 as Serial No. 2008-009834-0 and as set forth in the official plat thereof, **Plat No. 2007-139**, records of the Palmer Recording District, Third Judicial District, State of Alaska (collectively the "**Original Declaration**") and *as adopted and approved by more than sixty-seven percent (67%) vote or agreement of the members of the Association* in accordance with Section 11.01 of the Original Declaration, do hereby amend and restate the Original Declaration in its entirety as set forth herein. This Amended and Restated Declaration replaces and supersedes the Original Declaration.

RECITALS

1. Harman Excavating, Inc., an Alaska corporation, with an address of P.O. Box 870231, Wasilla, Alaska 99654, did execute and record the Original Declaration, submitting the property to the Uniform Common Interest Ownership Act, AS 34.08 of the Alaska Statutes ("**Act**").
2. The Development Rights reserved by Harman Excavating, Inc. in the Original Declaration have expired.
3. The Association desires to operate pursuant to documents that comply with the Act and to remove any contradictions and inconsistencies in the Original Declaration and between the Act and the Original Declaration.
4. Section 11.01 of the Original Declaration sets forth that the Original Declaration may only be amended by a vote of the Unit Owners to which sixty-seven (67%) percent of the votes are allocated.

NOW THEREFORE the Original Declaration is amended and restated as set forth herein.



ARTICLE I DEFINITIONS

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

Section 1.1 - Act. The Uniform Common Interest Ownership Act, AS 34.08 of the Alaska Statutes as it may be amended from time to time.

Section 1.2 - Allocated Interests. The interest in the Common Expense liability, and votes in the Association allocated to Units in Center Point. The Allocated Interests are described in **Article VIII** of the Declaration and shown on **Schedule A-2**.

Section 1.3 - Association. **Center Point Subdivision Homeowners Association, Inc.** a non-profit corporation organized under Title 10, Chapter 20 of the statutes of the State of Alaska. It is the Association of Unit Owners pursuant to Section 34.08.310 of the Act.

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

Section 1.5 - Common Elements. Each portion of Center Point other than a Unit. The Common Elements will be owned by the Association.

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

- (i) Expenses of administration, maintenance, repair or replacement of the Common Elements;
- (ii) Expenses declared to be Common Expenses by the Documents or by the Act;
- (iii) Expenses agreed upon as Common Expenses by the Association; and
- (iv) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

Section 1.7 - Condominium Community. A Condominium Community created under the Act on a certain Lot within Center Point.

Section 1.8 - Condominium Unit. A Condominium Unit means a Unit that is within a Condominium Community created under the Act on Lots in Center Point. The Condominium Units are located on Lots 1A, 2A, 3A, Block 2, Plat 2001-37 Center Point Subdivision Re-Plat



and Lots 4-9, Block 2, Plat 2004-191 Center Point Subdivision Phase 2. Condominium Units are identified on **Schedule A-2** as "Condominiums."

Section 1.9 - Center Point Subdivision Planned Community ("Center Point"). The land submitted to the Act and subject to the Declaration of Center Point.

Section 1.10 - Declaration. This document and any amendments thereto.

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

Section 1.12 - Documents. The Declaration, the Plats of Center Point Subdivision, the Articles of Incorporation, and the Bylaws as they may be amended from time to time. Any attachment, schedule, or certification accompanying a Document is a part of that Document.

Section 1.13 - Dwelling. A structure or portion thereof which is designed and intended for occupancy as a self-contained residence, home or living Unit by a person or group of people living together as a single household. For example, a detached house is a Dwelling, and a duplex structure contains two (2) Units.

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 XVII**.

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 XVII**.

Section 1.16 - Executive Board. The board of directors of the Association.

Section 1.17 - Improvements. Any structure, fixture or facilities existing or to be constructed on the land included in Center Point, including but not limited to, buildings, trees and shrubbery planted by a Unit Owner or the Association, paving, utility wires, pipes, and light poles.

Section 1.18 - 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) of Section 34.08.100. The Limited Common Elements in the Common Interest Community are described in **Article V** of the Declaration.

Section 1.19 - Lot. A Lot within Center Point shown on the Plats. A Lot is a Unit unless it contains Condominium Units.



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

Section 1.21 - Manager. A person, firm or corporation employed or engaged to perform management services for Center Point and the Association.

Section 1.22 - Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in **Section 23.1** of the Declaration.

Section 1.23 - Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in **Section 23.2** of the Declaration.

Section 1.24 - Party Wall. The wall or walls separating Dwellings abutting each other and separated only by the Party Wall. The rights and duties pertaining to Party Walls are contained in **Article XXVII**.

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

Section 1.27 - Property. The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by the Declaration.

Section 1.28 - Rules. Rules for the use of Units and Common Elements and for the conduct of persons within Center Point, adopted by the Executive Board pursuant to the Declaration.

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

Section 1.30 - Trustee. The Trustee shall be the Executive Board from time to time constituted, acting by majority vote, as executed by the president and attested by the secretary.

Section 1.31 - Unit. A physical portion of Center Point designated for separate ownership or occupancy. In Center Point a Unit is a platted Lot (excluding Lots within a Condominium Community) or a Condominium Unit.



Section 1.32 - Unit Owner. A person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation.

ARTICLE II NAME AND TYPE OF COMMON INTEREST COMMUNITY AND ASSOCIATION

Section 2.1 - Common Interest Community. The name of the community is Center Point Subdivision. Center Point Subdivision is a Planned Community.

Section 2.2 - Association. The name of the Association is Center Point Subdivision Homeowners Association, Inc.

ARTICLE III DESCRIPTION OF LAND

Center Point is situated in the Palmer Recording District, Third Judicial District, State of Alaska and is located on land described in Schedule A-i.

ARTICLE IV NUMBER OF UNITS: BOUNDARIES

Section 4.1 - Number of Units. Center Point contains fifty-one (51) single family detached Units, six (6) single family attached Units, and twenty seven (27) Condominium Units for an aggregate total of eighty-four (84) Units in the Center Point Subdivision.

Section 4.2 - Lot Boundaries. The boundaries of the Units that are Lots are the boundaries of the numbered Lots as shown on the Plats attached hereto as Schedule A-3.

Section 4.3 - Condominium Unit Boundaries. Any Condominium Unit shall have boundaries set forth in the Declaration submitting those Units to the Act.

Section 4.4 - Easements for Support. Each Unit Owner of a Unit adjoining another Unit has an easement of support for the portion of any fence on or near the boundary with adjoining Unit, or on or near the boundary with any adjoining Common Element or Limited Common Element appurtenant to a Unit.

ARTICLE V COMMON ELEMENTS

The Common Elements of Center Point consist of perimeter fencing, private sewer main lines and manholes, gates within the perimeter fence, cluster mail boxes, street lighting, gate lighting, subdivision entrance signage, community landscaping, the gate key box security system and intercom, and main sewer lines and the private streets described as Tract 1A, Plat 2001-37; Tract C, Plat 2011-38; Tract D, Plat 2004-38; and Tract 2A, Plat 2011-38.



ARTICLE VI
MAINTENANCE, REPAIR AND REPLACEMENT

Section 6.1 - Maintenance, Repair and Replacement of the Common Elements. The Association shall maintain, repair and replace all of the Common Elements.

Section 6.2 - Units.

(a) Condominium Units shall be maintained, repaired and replaced in accordance with the provisions of the Declaration governing the Condominium Units.

(b) The Unit and all Improvements therein, including but not limited to Unit Owner installed flower beds, shrubs, trees, raised or decorative planting beds, fountains and fences, shall be maintained, repaired and replaced by the Unit Owner.

(c) The Executive Board may in its sole discretion accept responsibility for the maintenance, repair and replacement of landscaping Improvements located within a Unit. Common Expenses associated with such maintenance, repair or replacement will be assessed against the Unit Owner or Unit Owners benefitted.

(d) Party Walls shall be maintained, repaired and replaced in accordance with **Article XXVII.**

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

Section 6.3 - Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

Section 6.4 - Repairs Resulting from Negligence. Each Unit Owner will reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally or negligently by the Unit Owner or by his or her failure to properly maintain, repair or make



replacements to his or her Unit. The Association will be responsible for damage to Units caused intentionally or negligently by the Association or by its failure to maintain, repair or make replacements to the Common Elements. If such expense is caused by misconduct, it will be assessed following Notice and Hearing.

Section 6.5 - 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 Common Elements to the extent that such damages or costs were caused intentionally, negligently by that Unit Owner or by the Unit Owner's failure to properly maintain, repair or make replacements to his or her Improvements. Such expense will be assessed following Notice and Hearing. The Association will be responsible for any costs including insurance deductibles incurred by Unit Owners due to damages to the Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements.

Section 6.6 - No Alteration, Additional Component or Element Without Consent of the Executive Board. No Improvement or alterations may be made to the Common Elements without the written consent of the Executive Board.

ARTICLE VII CONVEYANCE OR ENCUMBRANCE OF COMMON ELEMENTS BY ASSOCIATION

Section 7.1 - Approvals. Portions of the Common Elements may be conveyed or subject 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 Lots, agree to this action. Conveyance of portions of the Common Elements shall also be subject requirements of the Plats.

Section 7.2 - Proceeds of Sale or Loan. The proceeds of a sale of Common Elements and proceeds of a loan secured by encumbering Common Elements are an asset of the Association.

Section 7.3 - 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 7.4 - 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 affect the conveyance or encumbrance, including the power to execute a deed or other instrument.



ARTICLE VIII ALLOCATED INTERESTS

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

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

(a) Votes: Upon recordation of the Declaration, each Unit shall have one (1) vote in the Association. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Documents, means the specified percentage, portion or fraction of all of the votes as allocated in **Schedule A-2**.

(b) Liability for Common Expenses. Upon recordation of the Declaration, each Unit shall be allocated one (1) equal share of Common Expense liability. Nothing contained in this Section shall prohibit certain Common Expenses from being apportioned to particular Units under **Article XVIII** of the Declaration.

ARTICLE IX RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 9.1 - General Use and Occupancy Restrictions. The following use and occupancy restrictions apply to the Units and Common Elements:

(a) Single Family Use. Each Dwelling is restricted to single family residential use. Single-family residential use 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. Home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage are permitted. No sign indicating commercial or professional uses may be displayed. Each Unit Owner shall keep his or her Unit in good state of preservation and cleanliness. In-law apartments are permitted on all Lots designated on **Schedule A-2** as Single Family Detached Lots ("**SFDL**").

(b) Use Governed by Documents. The use of Units and Common Elements is subject to the Declaration, the Bylaws and the Documents.

(c) Signs. No signs of any kind shall be displayed to the public view on any Unit except one (1) sign of not more than five (5) square feet, advertising the property for sale or rent.



(d) Garbage and Refuse Disposal. Trash, garbage or other waste shall be disposed of through a household garbage disposal or wrapped in a secure package. No other waste shall be permitted upon the street front and/or side of any Units at any time. Garbage or refuse containers shall not be visible to adjacent Units or to the public from the street, except when placed outside for collection the evening before, or the day of garbage pick-up. No outside burning of trash or garbage is permitted.

Construction waste shall be kept to a minimum on site and removed to the satisfaction of the Executive Board or a committee constituted by the Executive Board for that purpose consistent with professional building standards.

(e) Pets. Domestic dogs, cats, fish, and birds inside bird cages may be kept as household Pets, provided they are not kept, bred, or raised for commercial purposes or in unreasonable quantities. No more than two (2) dogs may be maintained on or in any Unit. Dogs shall be leashed or otherwise restrained at all times. No other animals may be kept as Pets. Condominium Units may be subject to additional restrictions pursuant to the condominium declaration or other common interest community documents.

(f) Parking and Vehicle Restrictions and Storage: Wrecked, vandalized or otherwise derelict-appearing automobiles, trucks, trailers, mobile homes, truck campers, detached camper units, boats, motorcycles, snow machines, all-terrain vehicles, and recreational vehicles of any type, whether operative or inoperative, may be kept within an enclosed garage, or screened area so that vehicle is not visible from the public streets, an adjoining Unit, or a nearby Dwelling. Fencing, landscaping, or natural vegetation may act as the screen provided they reasonably serve the purpose for which they were intended.

Except for vehicles belonging to a subcontractor or a dealer, builder or contractor constructing Dwellings, no commercial vans or business related vehicles in excess of one (1) ton in weight or heavy equipment such as bulldozers, dump trucks, graders or construction equipment may be kept on the Property.

Notwithstanding the above, campers, boats, and motor homes are allowed to be parked in driveways during the period of May 1st through October 15th so long as they are not covered with tarps which are determined to be unsightly by the Executive Board. If they are parked in the driveways at any other time, the Association may impose a fine, which shall be a lien against the offending Unit.

(g) Oil and Mining Operations. No oil or gas drilling, development operations, refining, quarrying or mining operations, of any kind shall be permitted within the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted within the Property. No surface entry will be permitted and no extraction of minerals will be permitted within a 300-foot (300') buffer measured vertically from the surface.



(h) Nuisances. No noxious or offensive activity shall be carried on within the Planned Community, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Motor-bikes, motorcycles and automobiles shall have operable mufflers.

(i) No Improper Use. No improper, offensive or unlawful use may be made of the Units, and Unit Owners shall comply with and conform to all applicable laws and regulations of the states and of the State of Alaska and all applicable local ordinances rules or regulations. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or non-compliance therewith.

(j) Antennas. In the event an outside antenna or dish is required, the antenna or dish shall be no longer nor installed higher than absolutely necessary for reception of an acceptable quality signal. Antennas, masts, and any visible wiring must be painted to match the color of the Dwelling, provided the paint does no degrade the signal. An antenna or dish situated on the ground and visible from the street or from other Units must be camouflaged by existing landscaping or fencing, if an acceptable signal may be received from such placement. Antenna, dish, or mast may not extend beyond railing or fence unless no acceptable quality signal may be received from this location.

(k) Mail and Newspaper Depositories. Unit Owners shall use mail boxes approved by the U.S. Postal Service. The material and location of newspaper receptacles shall be subject to the approval of the appropriate committee.

(l) Design Guidelines. All Units in Center Point are subject to Design Guidelines set forth in **Schedule A-4** of the Declaration.

Section 9.2 - Restrictions on Alienation. A Unit may not be conveyed pursuant to a time-sharing plan. No Unit may be leased except by written leases in excess of thirty (30) days. Each lease will be filed with the Association, and written notice given of commencement and termination of possession. Each lease will incorporate the terms and restrictions of the Documents as a personal obligation of the tenant. Each lease will attorn to the Association as landlord solely for the purpose of enforcing the restrictions of the Documents following Notice and Hearing to the Unit Owner/landlord, and an opportunity to cure the violation, and then by direct levy, injunction and/or eviction by summary process, against the tenant. The Association will not otherwise assume the responsibilities or obligations of the landlord. The Association will have the right and power to exercise the landlord's rights of summary eviction against any tenant of the Unit Owner who violates the restrictions of the Documents, provided the landlord has received Notice and Hearing and is given a reasonable opportunity to cure the violation following the Hearing. A copy of all written occupancy agreements conforming to the foregoing requirements shall be submitted to the Executive Board to verify compliance with these requirements.



In an action to enforce the provisions of the Declaration, the prevailing party shall be entitled to recover court costs and actual attorney fees.

ARTICLE X **EASEMENTS AND LICENSES**

All easements or licenses to which the Center Point is presently subject are recited in **Schedule A-1** to the Declaration.

Section 10.1 - Easements of Encroachment. There shall be a reciprocal appurtenant easements of an encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Elements, and between adjacent Units due to the unintentional placement or settling or shifting of Improvements constructed thereon (in accordance with the terms of the Declaration), and to accommodate errors in surveying of the Unit lines.

ARTICLE XI **ALLOCATION AND REALLOCATION OF LIMITED COMMON ELEMENTS**

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

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

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

ARTICLE XII **ADDITIONS, ALTERATIONS AND IMPROVEMENTS**

Section 12.1 - Approval Required for Additions, Alterations and Improvements.

(a) Exterior Improvements. Unit Owners shall not make any exterior addition, alteration or Improvement within their Unit, without the prior written consent of the Executive Board, or an Architectural Control Committee ("ACC") appointed by the Executive Board.



(b) Other Improvements. A Unit Owner may make any other Improvements or alterations to his or her Unit not requiring approval so long as those alterations or Improvements do not impair or lessen the support of any portion of the Center Point.

(c) Scope of Review. The Declaration contains provisions, including but not limited to, the design guidelines set forth in **Schedule A-4** attached hereto which dictate objective qualities of proposed Improvements, such as height, size, material types and setbacks. However, in order to preserve the value, attractiveness, livability and desirability of Center Point, certain subjective qualities must also be controlled, including but not limited to: exterior colors, window, deck and driveway placement, proportions and bulk, quality and use of materials, and the overall harmony of the general design, type, style and location of proposed Improvements with the topography of Center Point and with other contemplated or existing Improvements. However, such descriptions of desirable subjective qualities are difficult to reduce to writing without unreasonably limiting the creativity of individual Unit Owners and their builders. Therefore, the Executive Board or ACC shall review these subjective aspects of proposed Improvements, as generally described above, and shall use its judgment to determine whether or not said Improvements are consistent with the objective standards set forth in **Schedule A-4** and do not detract from the value, attractiveness, livability and desirability of Center Point.

The Board or ACC may, in its sole and absolute discretion:

(i) withhold or condition its approval of any proposed Improvement if it finds the Improvement does not meet the foregoing standard;

(ii) review proposed Improvements for compliance with some or all of the other provisions of the Declaration, and may withhold approval upon a finding of noncompliance;

(iii) waive and/or modify any quality of a proposed Improvement, including but not limited to size, height, square footage, bulk, color, materials, design, type and style; upon determination by the Executive Board that the Improvement substantially conforms with the letter and intent of the Declaration and contributes to the attractiveness, livability and desirability of Center Point.

Such a review by the Executive Board or ACC shall not relieve the Unit Owner of the responsibility to ensure that all Improvements are constructed and maintained in compliance with the entirety of the Declaration.

(d) Requests for Approval.



(i) A Unit Owner shall submit a written request to the Executive Board or ACC, for approval to do anything for which approval is required. The request shall be submitted in the form prescribed by the Rules adopted by the Association.

(ii) The Executive Board or ACC shall answer any written request for such approval within thirty (30) days after such request. Failure to do so within such time shall not constitute consent to the proposed action.

(iii) The approval of a written request may be withheld by the Executive Board or ACC for noncompliance with conditions, covenants and restrictions contained in the Declaration, and also reasonable dissatisfaction of the Executive Board or ACC with the proposed alterations including but not limited to the following: structure location, elevation, color scheme, finish, design, proportions, architecture, shape, height, style, materials and appropriateness of the proposed structure with the general plan of Improvement of Center Point.

(iv) Plans and, or specifications submitted and approved by the Executive Board or ACC shall not be deemed to be a waiver of the 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 Executive Board or ACC shall be liable to any person for his or her decisions or failure to act in making decisions as a member of said Executive Board. Upon approval of the Executive Board or ACC, it shall be conclusively presumed that the location and height of any Improvement does not violate the provisions of the Declaration.

(e) Construction Permits. Any applications to any department or to any governmental authority for a permit to make any addition, alteration or Improvement in or to a Unit shall be approved in writing by the Board before the application is submitted to the relevant department or authority. Such approval will not, however, create any liability on the part of the Executive Board or ACC or any of its members to any contractor, subcontractor 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. The structure design is also required to be approved by the Matanuska Susitna Borough Planning Department prior to permitting.

ARTICLE XIII

RELOCATION OF BOUNDARIES BETWEEN ADJOINING UNITS

Section 13.1 - Application and Amendment. Subject to approval pursuant to **Article XIV**, and to approval of any structural changes and required approval pursuant to **Article XII**, and to approval, if necessary, of the Matanuska Susitna Borough, the boundaries between adjoining Units may be relocated by an amendment to the Declaration upon application to the Association by the Unit Owners of the Units affected by the relocation. If the Unit Owners of the adjoining Units have



specified a reallocation between their Units of their Allocated Interests, the application shall state the proposed reallocations. Unless the Executive Board determines, within thirty (30) days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocations and indicates the Association's consent. The amendment must be executed by those Unit Owners and contain words of conveyance between them, and the approval of all holders of Security Interests in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

Section 13.2 - Recording Amendments. Unit Owners of the Units whose boundaries are attached shall prepare and record plats necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers. Amendments to the Unit boundaries of Condominium Units shall be done in accordance with the governing condominium declaration.

The applicants will pay for the costs of preparation of the amendment, plat recording costs, and the reasonable consultant fees of the Association if it is deemed necessary to employ a consultant by the Executive Board.

Section 13.3 - Allocation of Interests. After Units have been combined or divided, their Allocated Interests for liability for Common Expenses and voting shall be in accordance with **Section 8.2** of the Declaration.

ARTICLE XIV **AMENDMENTS TO DECLARATION**

Section 14.1 - General. Except in cases of amendments that may be executed by the Association under Section 34.08.740 (Eminent Domain) of the Act, or by certain Unit Owners under **Article XIII** of the Declaration and Section 34.08.260 of the Act, and except as limited by **Section 14.4** and **Article XVII** of the Declaration, the Declaration, including the Plat, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

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

Section 14.3 - Recordation of Amendments. Each amendment to the Declaration must be recorded in the recording district in which Center Point is located and the amendment is effective only upon recording. An amendment, except an amendment pursuant to **Article XIV** of the Declaration, must be indexed in the grantee's index in the name of Center Point, the Association, and in the name of the parties executing the amendment.

Section 14.4 - When Unanimous Consent Required. Except to the extent expressly permitted or required by other provisions of the Act and the Declaration, an amendment may not



increase 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 consent of the Unit Owners.

Section 14.5 - Execution of Amendments. An amendment to the Declaration required by the Act to be recorded by the Association, which have been adopted in accordance with the Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

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

ARTICLE XV **AMENDMENTS TO BYLAWS**

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

ARTICLE XVI **TERMINATION**

Termination of Center Point may be accomplished only in accordance with Section 34.08.260 of the Act.

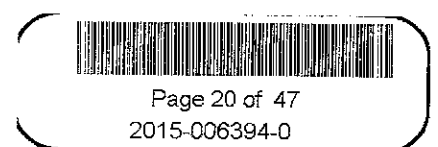
ARTICLE XVII **MORTGAGEE PROTECTION**

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

Section 17.2 - Percentage of Eligible Mortgagees. Wherever in the Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage of votes in the Association when compared to the total allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

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

- (a) Any condemnation loss or any casualty loss exceeding ten thousand dollars (\$10,000) which affects a portion of Center Point or any Unit in which there is a first



Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;

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

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

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

(e) Any judgment rendered against the Association.

Section 17.4 - Consent Required.

(a) *Document Changes.* Notwithstanding any lower requirement permitted by the Declaration or the Act, no amendment of any material provision of the Documents by the Association or Unit Owners described in this **Subsection 17.4(a)** may be effective without the vote of at least sixty-seven percent (67%) of the Unit Owners (or any greater Unit Owner vote required in the Declaration or the Act) and until approved in writing by at least fifty-one percent (51%) of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by the Declaration). Material includes, but is not limited to, any provision affecting:

(i) Assessments, assessment liens or subordination of assessment liens;

(ii) Voting rights;

(iii) Reserves for maintenance, repair and replacement of Common Elements;

(iv) Responsibility for maintenance and repairs;

(v) Reallocation of pro rata interest or obligations of any Unit Owner for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees holding Security Interests in such Units must approve such action;



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

(vii) Boundaries of Units except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding Security Interests in such Unit or Units must approve such action;

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

(ix) Abandonment, partition, subdivision, expansion or contraction of Center Point, or the addition, annexation, partition, subdivision or withdrawal of property to or from the Center Point;

(x) Insurance or fidelity insurance, including the use of hazard insurance proceeds for losses to any property in the Center Point for other than the repair, replacement or reconstruction of such property except as provided by AS 34.08.440(h);

(xi) Leasing of Units;

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

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

(xvi) The benefits of mortgage holders, insurers or guarantors.

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

(i) Convey or encumber the Common Elements or any portion thereof (as to which an eighty percent (80%) Eligible Mortgagee approval is required). (The granting of easements for public utilities or for other public purposes consistent with



the intended use of the Common Elements by the Common Interest Community will not be deemed a transfer within the meaning of this clause);

(ii) The establishment of self-management when professional management had been required previously by any Eligible Mortgagee;

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

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

(v) The merger of Center Point with any other common interest community;

(vi) 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 Center Point and excluding any leases, licenses or concessions for no more than one (1) year);

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

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

(c) The Association may not change the period for collection of regularly budgeted Common Expense assessments to other than monthly without the consent of all Eligible Mortgagees.

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

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

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



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

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

Section 17.9 - Appointment of Trustee. In the event of damage or destruction of Common Elements or condemnation of all or a portion of the Center Point, any Eligible Mortgagee may require that such proceeds be payable to a Trustee established pursuant to **Section 1.30**. Such Trustee may be required to be a corporate trustee licensed by the State of Alaska. Proceeds will thereafter be distributed pursuant to **Article XXII** or pursuant to a condemnation award. Unless otherwise required, the members of the Executive Board acting by majority vote through the president may act as Trustee.

ARTICLE XVIII ASSESSMENT AND COLLECTION OF COMMON EXPENSES

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

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

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

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

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

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

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



Section 18.3 - Lien.

(a) The Association has a lien on a Unit for an assessment levied against the Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged pursuant to the Act and the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) a lien and encumbrances recorded before the recordation of the Declaration; (2) a first Security Interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments charges against the Unit. A lien under this Section is also prior to all Security Interests described in Subsection (2) of this Section if the Common Expense assessments based on the periodic budget adopted by the Association pursuant to **Section 18.4** of this Article which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest described in Subsection (2) of this Section. This Section does not affect the priority of mechanics' or materialmen's liens, or the priority of a lien for other assessments made by the Association. A lien under this Section is not subject to the provision of AS 09.38.010.

(c) Recording of the Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required.

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

(e) This Section does not prohibit an action to recover sums for which **Subsection 18.3(a)** creates a lien or prohibit an Association from taking a deed in lieu of foreclosure.

(f) A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.

(g) A judgment or decree in an action brought under this Section is enforceable by execution under AS 09.35.010.



(h) The Association's lien must be foreclosed as a mortgage or deed of trust on real estate is foreclosed, or as a lien is foreclosed under AS 34.35.005.

(i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to **Section 18.4** of the Declaration.

(j) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under **Subsection 18.3(b)**. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

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

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

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

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



Section 18.7 - Monthly Payment of Common Expenses. All Common Expenses assessed under **Sections 18.1** and **18.2** shall be due and payable monthly.

Section 18.8 - Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

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

Section 18.10 - Personal Liability of Unit Owners. The Unit Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

Section 18.11 - Penalties and Fines. The Executive Board may impose fines or take disciplinary action against any Unit Owner for violation of any provision of the Documents and the unrecorded Rules. Penalties may include, but are not limited to, fines, temporary suspension of voting rights, or other appropriate discipline, provided the member is given notice and a hearing before the imposition of any fine or disciplinary action. The Executive Board shall have the power to adopt a schedule of reasonable fines and penalties for violations of the terms of the Declaration, and for violations of any Rules. Written copies of Rules and the schedule of penalties shall be furnished to Unit Owners.

ARTICLE XIX **RIGHT TO ASSIGN FUTURE INCOME**

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

ARTICLE XX **PERSONS AND UNITS SUBJECT TO DOCUMENTS**

Section 20.1 - Compliance with Documents. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions recorded in the records of the Palmer



Recording District of the Third Judicial District are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

Section 20.2 - Adoption of Rules. The Executive Board may adopt Rules regarding the use and occupancy of Units, Common Elements, and Limited Common Elements and the activities of occupants, subject to Notice and Comment.

ARTICLE XXI INSURANCE

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

Section 21.2 - Property Insurance.

(a) Property insurance shall be maintained on any personal property owned by the Association or insurable Common Element Improvements. Selecting the deductible and allocation of responsibility for payment of the deductible shall be according to the policy established by the Executive Board.

(b) *Risks Insured Against.* The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.

(c) The name of the insured shall be substantially as follows:
"CENTER POINT SUBDIVISION HOMEOWNERS ASSOCIATION, INC."

Section 21.3 - Liability Insurance. The Association shall maintain liability insurance, including medical payments insurance, in an amount determined by the Executive Board 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 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 21.4 - Fidelity Insurance. The Association shall obtain a fidelity insurance policy. Such policy shall, at a minimum, satisfy the requirements of such financing sources as are typically used to finance Unit purchases.

Section 21.5 - 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 21.6 - Workers' Compensation Insurance. The Executive Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Alaska.

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

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

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

ARTICLE XXII

DAMAGE TO OR DESTRUCTION OF COMMON ELEMENTS

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

(a) Center Point is terminated:



(b) Repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety; or

(c) Eighty percent (80%) of the Unit Owners vote not to rebuild.

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

Section 22.3 - Plans. Any insured Common Elements 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.

Section 22.4 - Insurance Proceeds.

(a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of Center Point;

(b) Except to the extent that other persons will be distributees, 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 Expense liability of all the Units;

Section 22.5 - Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Executive Board of the Association, acting by the president, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of **Subsection 22.1(a)** through **Subsection 22.1(c)**, the proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements, 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 Common Elements have been completely repaired or restored, or Center Point is terminated.

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

(a) Whether or not damaged or destroyed Property is to be repaired or restored; 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 22.7 - Title Insurance Policies. If payments are to be made to Unit Owners or mortgagees, the Executive Board, and the Trustee, if any, shall obtain and may rely on a title insurance policy based on a search of the records of the Palmer Recording District of the Third



Judicial District from the date of the recording of the original Declaration stating the names of the Unit Owners and the lienholders.

ARTICLE XXIII
RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

Section 23.1 - Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the Documents require that an action be taken after Notice and Comment, and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. It shall invite comment to the Executive Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

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

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



ARTICLE XXIV
EXECUTIVE BOARD

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

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

- (a) Adopt and amend Bylaws, Rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents, other than managing agents, and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Declaration, Bylaws or Rules in the Association's name on behalf of the Association or two (2) or more Unit Owners on matters affecting Center Point;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) Cause additional Improvements to be made as a part of the Common Elements;
- (j) Acquire, hold, encumber and convey in this Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 34.08.430 of the Act;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions, through or over the Common Elements;



(l) Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy a reasonable fine for violations of the Declaration, Bylaws, Rules and regulations of the Association;

(m) Impose a reasonable charge for the preparation and recordation of amendments to the Declaration, resale certificates required by Section 34.08.590 of the Act or a statement of unpaid assessments;

(n) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;

(o) Assign the Association's right to future income, including the right to receive Common Expense assessments;

(p) Exercise any other powers conferred by the Declaration or the Bylaws;

(q) Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;

(r) Exercise any other power necessary and proper for the governance and operation of the Association; and

(s) 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 (unless such Unit Owner has been given notice of the proposed action under the provisions of **Article XXIII**, in which case that Article shall govern appeals), and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

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

ARTICLE XXV **OPEN MEETINGS**

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



Section 25.2 - Notice. Notice of every such meeting will be given not less than twenty-four (24) hours prior to the time set for such meeting, by posting such notice in a conspicuous location in Center Point, except that such notice will not be required if an emergency situation requires that the meeting be held without delay.

Section 25.3 - Executive Sessions. Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Unit Owners, in either of the following situations only:

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

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

ARTICLE XXVI **CONDEMNATION**

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

ARTICLE XXVII **PARTY WALLS**

Section 27.1 - Party Wall. A wall constructed on a Unit boundary between adjoining Units is a Party Wall. That portion of siding, a roof or a division common to adjoining Units shall be treated as analogous to a Party Wall and is governed by these provisions.

Section 27.2 - General Rules of Law. General Rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions apply to Party Walls in Center Point.

Section 27.3 - Party Wall Ownership. The Unit Owner owns that portion of a Party Wall that is located within the Owner's Unit.

Section 27.4 - Repair and Maintenance: Rebuilding; Access; Extension.

(a) The lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint and other materials constituting a part of the finished surfaces of a Party Wall are part of the Unit and shall be maintained and repaired by the Unit Owners within whose Unit they are located. In addition, chutes, flues, ducts, wires, conduit, bearing walls, bearing columns or other fixtures lying within a Party Wall and servicing only one (1) Unit, are a part of said Unit to be maintained and repaired by the Unit Owner of that Unit. Any portion of a Party



Wall used by both adjacent Unit Owners shall be repaired and maintained by both Unit Owners, and the cost of repair and maintenance shall be shared equally by the two (2) Unit Owners.

(b) If rebuilding of a Party Wall is necessary, the Party Wall shall be rebuilt on the same location and to the same width as the Party Wall being replaced.

(c) A Unit Owner making repairs to or rebuilding a Party Wall, upon reasonable notice to the other Unit Owner, shall be given access to the other Unit, as reasonably necessary to make the repairs to or conduct the rebuilding of the Party Wall but shall take all due precaution not to damage the property of the other Unit Owner.

(d) As permitted by the Association and local law, a Party Wall may be extended by a Unit Owner and the other Unit Owner shall have the right to use the extended Party Wall by paying the Unit Owner one-half (1/2) the cost of such part of the Party Wall as the other Unit Owner shall use. The other Unit Owner shall be responsible for one-half (1/2) of the maintenance cost of only that portion of the extended Party Wall that the other Unit Owner uses.

Section 27.5 - Destruction by Fire or Other Casualty. A Party Wall that has been damaged or destroyed by fire or other casualty may be restored by either Unit Owner. If the other Unit Owner thereafter makes use of the Party Wall, the other Unit Owner shall contribute to the cost of restoration thereof in proportion to such use subject, however, to the Unit Owner's right to call for a larger contribution from the other Unit Owner under the applicable rule of law regarding liability for negligent or willful acts or omissions.

Section 27.6 - Insurance. Both Unit Owners sharing a Party Wall shall maintain property insurance sufficient to fully fund the repair or replacement of the Party Wall if damaged by fire or other insured casualty.

Section 27.7 - Exterior Appearance. The exterior colors and materials, including the roofs of Dwellings on an adjacent Unit joined by a Party Wall shall remain reasonably consistent in architectural design, materials and color to the Dwellings originally constructed and further, shall be not be inconsistent with any design standards and restrictions contained in the Declaration.

Section 27.8 - Weather Protection. Notwithstanding any other provision of this Article, a Unit Owner who by its negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of repair and furnishing the necessary protection against such elements.

Section 27.9 - Disputes. Any controversy that may arise between adjacent Unit Owners over the necessity for or cost of repairs and maintenance of the Party Wall shall be submitted to the Association which shall make a final, binding determination.



ARTICLE XXVIII
MISCELLANEOUS

Section 28.1 - 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 28.2 - Gender. The use of the masculine gender refers to the feminine and neutral genders and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so require.

Section 28.3 - 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 28.4 - 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 28.5 - Conflict. The Documents are intended to comply with the requirements of the Act and Title 10, Chapter 20 of the Alaska Statutes (Nonprofit Corporation Law). In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between the Declaration and any other Document, the Declaration shall control.

Section 28.6 - Right 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 against the Association.

Section 28.7 - Security. The Association may, but shall not be obligated to, maintain or support certain activities within Center Point designed to make the Property safer than it otherwise might be.

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



Section 28.8 - Violations of Use Restrictions. A violation shall be failure by a Unit Owner to comply with a restriction, or cure a prohibited activity within five (5) days after notification of non-compliance. Violations of the use restrictions are disruptive to Center Point and create additional administrative expense to the Association and accordingly, shall result in fines.

Section 28.9 - Enforcement. In the event any Lot Owner constructs or permits to be constructed on such Unit Owner's Lot an Improvement contrary to the provisions of the Declaration, causes or permits any activity, condition or nuisance contrary to the provisions of the Declaration to remain uncorrected or in writing of any such specific violations of the Declaration, the Association after Notice and Rights for hearing may require the Unit Owner to remedy or abate the same in order to bring the Unit Owner's Lot, the Improvements thereon, and the Lot Owner's use thereof, into conformance with the Declaration. If the Unit Owner is unwilling or refuses to comply with the notice by remedying or abating the violation promptly after Notice and Hearing, then the Association shall have, in addition to any other Rights or remedies provided in the Declaration, at law or in equity, after Notice and Hearing the right to do any or all of the following:

(a) *Remove Cause of Violation.* Enter onto the offending Unit, without being subject to any trespass, conversion or any other claim for damages, and remove, alter, or repair the item which is in violation of the Declaration in such a manner as to make it conform thereto, in which case the Association may assess such Unit Owner for the entire cost of the work done.

(b) *Suit or Action.* Bring suit or action against the Unit Owner to enforce the Declaration.

(c) *Fines.* Impose one (1) or more fines as provided in schedules of fines published by the Executive Board from time to time.

Section 28.10 - Default in Payment of Charges; Enforcement of Lien. If any fine or other charge levied under the Declaration is not paid within thirty (30) days of its due date, such fine or charge shall become delinquent and shall bear interest from the due date until paid at the determined and published by the Executive Board from time to time. The ARC may exercise any or all of the following remedies:

(a) *Other Remedies.* The ARC shall have any other remedy available to it by law.

Section 28.11 - Expenses and Attorney Fees. In the event the Association or any Lot Owner brings suit or action to enforce the Declaration, or to collect any money due hereunder or to foreclose a lien, the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorney fees at trial and upon any appeal or petition for review thereof or in any bankruptcy proceeding.



In an action to enforce the provisions of the Declaration, the prevailing party shall be entitled to recover court costs, liquidated damages and actual attorney fees.

Section 28.12 - Changes in the Act. Many provisions of the Declaration and in the Bylaws repeat exactly or substantially the same rule or outcome in a particular instance as that required by the Act on the date the Declaration was recorded or repeat the same rule which the Act would impose as a default rule if the Declaration or Bylaws were silent on that subject.

It is anticipated that the Act will be amended from time to time to reflect contemporary thinking and experience regarding the structure and governance of Common Interest Communities. The Association believes that the interests of the Unit Owners in Center Point will be best served by maintaining the right of Unit Owners and the Executive Board to vary that outcome by adopting a Rule or amendment to the Declaration in the manner provided for such amendments. Insurance premiums shall be a Common Expense.

IN WITNESS WHEREOF, the Association has caused the Declaration to be executed this _____ day of 4/6, 2014 2015

Signed, Sealed and Delivered
in the Presence of:

**ASSOCIATION: CENTER POINT SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.**

By: Noel Lowy
Print Name: Noel Lowy
Its: President

[Notary Acknowledgment on the Following Page]



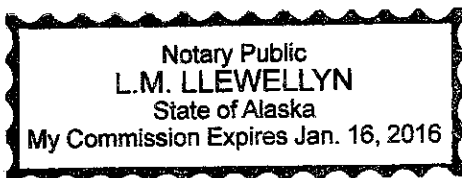
STATE OF ALASKA

THIRD JUDICIAL DISTRICT

)
)
)
SS.

THIS IS TO CERTIFY that on this 6th day of April, 2014,
before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and
sworn, personally appeared Noel H. Lowe, to me known and known to me to
be the **PRESIDENT** of **CENTER POINT SUBDIVISION HOMEOWNERS ASSOCIATION, INC.** and known
to me to be the person who signed the foregoing instrument, on behalf of said corporation, and
he/she acknowledged to me that he/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.



[Signature]
Notary Public in and for Alaska
My Commission Expires: Jan. 16, 2016

ATTEST:

ABE SALMON as Secretary of **CENTER POINT SUBDIVISION HOMEOWNERS ASSOCIATION, INC.** does hereby certify that the foregoing has been duly adopted pursuant to **Article XI** of the Declaration and pursuant to a vote or agreement of the Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

Secretary: [Signature]

Print Name: Abe Salmon



SCHEDULE A-1
DESCRIPTION OF COMMON INTEREST COMMUNITY

Lots 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 10A, 10B, 11A, 11B, 12A, 12B, 13A and 13B, according to Plat 2001-37

Lots 1A, 2A, 3A of Block 2, according to Plat 2003-114; Lot 4, Block 2, according to Plat No. 2205-92; Lot 5, Block 2, according to Plat No. 2005-106; Lot 6, Block 2, according to Plat No. 2005-97; Lot 7, Block 2, according to Plat No. 2005-184; Lot 8, Block 2, according to Plat No. 2005-185; and Lot 9, Block 2, according to Plat No. 2005-186

Lots 1-9, Block 3, according to Plat No. 2007-139, 10A, according to Plat 2011-38, Lots 11-22, Block 3, according to Plat No. 2007-139; Lots A, B, C, D, E, F, G, H, I, J, Block 3, according to Plat No. 2011-38;

Tract 1A, according to Plat No. 2001-37;

Tract 2A, according to Plat No. 2011-38;

Tract C, according to Plat No. 2011-38; and

Tract D, according to Plat No. 2011-38.

**THE RECORDING DATA FOR RECORDED EASEMENTS AND
LICENSES APPURTENANT TO OR INCLUDED IN THE COMMUNITY**

1. Recording data for recorded easements and notes appurtenant to or included in the Community as shown on all Plats.



**SCHEDULE A-2
AMENDED TABLE OF INTERESTS
CENTER POINT SUBDIVISION**

Single Family Detached Lots ("SFDL")

Lot	Block	SUBDIVISION PLAT NO.	% OF INTEREST	VOTES IN ASSOCIATION
2A	1	2001-37	1.19%	1
2B	1	2001-37	1.19%	1
3A	1	2001-37	1.19%	1
3B	1	2001-37	1.19%	1
4A	1	2001-37	1.19%	1
4B	1	2001-37	1.19%	1
5A	1	2001-37	1.19%	1
5B	1	2001-37	1.19%	1
6A	1	2001-37	1.19%	1
7A	1	2001-37	1.19%	1
9A	1	2001-37	1.19%	1
9B	1	2001-37	1.19%	1
10A	1	2001-37	1.19%	1
10B	1	2001-37	1.19%	1
12A	1	2001-37	1.19%	1
12B	1	2001-37	1.19%	1
13A	1	2001-37	1.19%	1
13B	1	2001-37	1.19%	1
1	3	2007-139	1.19%	1
2	3	2007-139	1.19%	1
3	3	2007-139	1.19%	1
4	3	2007-139	1.19%	1
5	3	2007-139	1.19%	1
6	3	2007-139	1.19%	1
7	3	2007-139	1.19%	1
8	3	2007-139	1.19%	1
9	3	2007-139	1.19%	1
10A	3	2011-38	1.19%	1
11	3	2007-139	1.19%	1
12	3	2007-139	1.19%	1
13	3	2007-139	1.19%	1
14	3	2007-139	1.19%	1
15	3	2007-139	1.19%	1
16	3	2007-139	1.19%	1
17	3	2007-139	1.19%	1
18	3	2007-139	1.19%	1
19	3	2007-139	1.19%	1
20	3	2007-139	1.19%	1
21	3	2007-139	1.19%	1
22	3	2007-139	1.19%	1



23	3	2007-139	1.19%	1
A	3	2011-38	1.19%	1
B	3	2011-38	1.19%	1
C	3	2011-38	1.19%	1
D	3	2011-38	1.19%	1
E	3	2011-38	1.19%	1
F	3	2011-38	1.19%	1
G	3	2011-38	1.19%	1
H	3	2011-38	1.19%	1
I	3	2011-38	1.19%	1
J	3	2011-38	1.19%	1

Zero Lot Lines ("ZLL")

LOT	BLOCK	SUBDIVISION PLAT NO.	% OF INTEREST	VOTES IN ASSOCIATION
1A	1	2001-37	1.19%	1
1B	1	2001-37	1.19%	1
8A	1	2001-37	1.19%	1
8B	1	2001-37	1.19%	1
11A	1	2001-37	1.19%	1
11B	1	2001-37	1.19%	1

Condominiums

LOT	BLOCK and UNIT	SUBD PLAT NO.	% OF INTEREST	VOTES IN ASSOCIATION	CONDO PLAT NUMBER	SUBDIVISION LOT NUMBER AND PLAT NUMBER
1A	B2 1203		1.19%	1	2003-114	LOT 1A, BLOCK 2, 2001-37
1A	B2 1205		1.19%	1	2003-114	LOT 1A, BLOCK 2, 3001-37
1A	B2 1207		1.19%	1	2003-114	LOT 1A, BLOCK 2, 2001-37
2A	B2 1303		1.19%	1	2003-114	LOT 2A, BLOCK 2, 2001-37
2A	B2 1305		1.19%	1	2003-114	LOT 2A, BLOCK 2, 2001-37
2A	B2 1307		1.19%	1	2003-114	LOT 2A, BLOCK 2, 2001-37
3A	B2 1403		1.19%	1	2003-114	LOT 3A, BLOCK 2, 2001-37
3A	B2 1405		1.19%	1	2003-114	LOT 3A, BLOCK 2, 2001-37
3A	B2 1407		1.19%	1	2003-114	LOT 3A, BLOCK 2, 2001-37
4	B2 1413		1.19%	1	2005-92	LOT 4, BLOCK 2, 2004-191
4	B2 1415		1.19%	1	2005-92	LOT 4, BLOCK 2, 2004-191



4	B2 1417	1.19%	1	2005-92	LOT 4, BLOCK 2, 2004-191
5	B2 1423	1.19%	1	2005-106	LOT 5, BLOCK 2, 2001-191
5	B2 1425	1.19%	1	2005-106	LOT 5, BLOCK 2, 2001-191
5	B2 1427	1.19%	1	2005-106	LOT 5, BLOCK 2, 2001-191
6	B2 1437	1.19%	1	2005-97	LOT 6, BLOCK 2, 2004-191
6	B2 1439	1.19%	1	2005-97	LOT 6, BLOCK 2, 2004-191
6	B2 1441	1.19%	1	2005-97	LOT 6, BLOCK 2, 2004-191
7	B2 1451	1.19%	1	2005-184	LOT 7, BLOCK 2, 2004-191
7	B2 1455	1.19%	1	2005-184	LOT 7, BLOCK 2, 2004-191
7	B2 1450	1.19%	1	2005-184	LOT 7, BLOCK 2, 2004-191
8	B2 1463	1.19%	1	2005-185	LOT 8, BLOCK 2, 2004-191
8	B2 1465	1.19%	1	2005-185	LOT 8, BLOCK 2, 2004-191
8	B2 1467	1.19%	1	2005-185	LOT 8, BLOCK 2, 2004-191
9	B2 1473	1.19%	1	2005-186	LOT 9, BLOCK 2, 2004-191
9	B2 1475	1.19%	1	2005-186	LOT 9, BLOCK 2, 2004-191
9	B2 1483	1.19%	1	2005-186	LOT 9, BLOCK 2, 2004-191

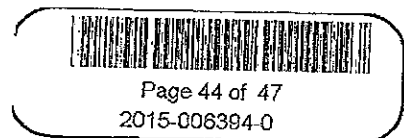
TOTAL PERCENTAGES = 100%
TOTAL VOTES = 84



SCHEDULE A-3
PLAT

CENTER POINT SUBDIVISION
PLANNED COMMUNITY

As shown on Plat Nos. 2001-37 and 2011-38.



SCHEDULE A-4
DESIGN GUIDELINES

The Design Guidelines are intended to promote development with a pattern that contributes to the character of the neighborhood.

1. Single Family Detached Units. The use restrictions in this Section apply to all detached single family Units.

(a) Minimum Square Footage. Each Dwelling shall be subject to a minimum square footage, not including the garages, open decks, sheds or other outbuildings. Ranch style Dwellings shall contain a minimum of one thousand four hundred (1,400) square feet. Two (2) story dwellings shall contain a minimum of two thousand two hundred (2,200) square feet.

(b) Garage. A garage shall, at a minimum, be at least a one (1) car garage size.

(c) In-law apartments. In-Law Apartments are subject to the provisions of Article XX. Dwellings may have an "In-Law Apartment" provided such use complies with applicable zoning requirements. In-law apartment shall mean a Dwelling attached to the main Dwelling or attached to the garage and are designated for single family Dwellings only.

(d) Such attached In-law apartments shall:

i. not be larger than one-third (1/3) of the square footage of the living area of the main Dwelling.

ii. not have an entrance facing the street, a separate gas meter, electric meter, or separate water or sewer service.

iii. be internally accessible by a minimum of a doorway through either the cooking living, sleeping or toilet facilities areas so that it is not an independent and complete Dwelling Unit of its own;

2. Single Family Zero Lot Line Attached Units. The use restrictions in this Section apply to all single family zero lot line Units attached by a Party Wall which Lots are labeled on Schedule A-2 as "ZLL".

(a) Minimum Square Footage. Each Dwelling shall have a minimum square footage of one thousand two hundred (1,200) square feet of living area. Two (2) story Dwellings shall have a minimum square footage of one thousand five hundred eighty eight (1,588) square feet of living area.

(b) Garage. A garage shall be large enough to accommodate full size cars.



(i) The Unit Owners individually own the septic tanks and piping to the tanks situated on their respective Lots as well as for maintenance relative to the sewage disposal system connections.

(ii) Units that share wastewater Leach Field Systems with the Unit Owner of the adjacent Unit shall equally share the cost of operating and maintaining that system. Those Unit Owners grant and permit each other the right to enter the adjacent Lot for testing, maintenance and replacement of the Leach Field System within the septic easement shown on the Plat.

(iii) The shared maintenance obligations set out herein shall bind the following Units in Block 1, Center Point Subdivision, and their Unit Owners:

LOT 1A, B1	Plat No. 2001-37
LOT 1B, B1	Plat No. 2001-37
LOT 8A, B1	Plat No. 2001-37
LOT 8B, B1	Plat No. 2001-37
LOT 11A, B1	Plat No. 2001-37
LOT 11B, B1	Plat No. 2001-37

Units served by the public or common sewer system shall not have individual sewage systems.

(l) Water. Public water is supplied to all Units. It shall be unlawful for any Unit Owner to construct a private water system for drinking and sanitary purposes or for fire protection for such Units.

(m) Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, no structures, plantings, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or significantly affect the flow of water through drainage channels in the easements.

The easement area of a Unit and all Improvements on it shall be maintained continuously by the Unit Owner of the Unit, except for those Improvements for which a public authority or utility company is responsible. The easement areas and related Improvements affecting any Condominium Units shall be maintained by the Condominium Community, except for those Improvements for which a public authority or utility company is responsible.

Unit Owners shall not disrupt the natural drainage course so as to cause damage to another Unit Owner and/or the Association, and/or any Condominium Community within Center Point.



(n) The obstruction or rechanneling of drainage flows after the original location and installation of drainage swales, storm sewers, or storm drains is not permitted, except that the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot.

(o) Fences. Fences serving two (2) Lots or both a Lot and a Common Element will be shared through a mutual non-exclusive easement of enjoyment for all purposes for which the fence and its replacements was intended.

(a) *Condo Units*. Each Dwelling must have a minimum one (1) car garage. Carports are prohibited.

(b) Fences, gates, retaining walls, and similar Improvements are permitted.

(c) Doghouses or pens, greenhouses, tool sheds, children's play sheds, or similar structures are permitted.

(d) Driveways are permitted.

