



**First American  
Title Insurance Company**

## LISTING PACKAGE

4/8/2026

[april@aplus-tm.com](mailto:april@aplus-tm.com)

**Attn:** April Shane

We appreciate the opportunity to serve you and thank you for choosing First American Title. Attached please find the following:

- Tax Information
- Vesting Deed
- Deed of Trust
- As Built
- As Built Not Found
- Plat Map
- Tax Map
- CCR's
- CCR's Not Found
- Other:

Owner Name(s): LINDAHL KELLY M

Physical Address: 654 LAKEWAY DR

Legal Description: LOT 1 BLK 2 LAKEWOOD TERRACE TOWNHOUSES, PLAT NUMBER 77-125, ANCHORAGE RECORDING DISTRICT

Please do not hesitate to contact me at 907-561-1844 or [cs.alaska@firstam.com](mailto:cs.alaska@firstam.com) if I may be of further assistance. I understand you have a choice and hope you will choose First American Title for your next transaction. Have a wonderful day!

Sincerely,

*Kellie Trolz*

Kellie Trolz, Title Customer Service

Enclosures

### NOTICE OF DISCLAIMER OF LIABILITY

*This letter and the accompanying materials do not constitute a policy of Title Insurance or a Commitment for Title Insurance. Further, they are not an abstract of title. These materials are furnished as a courtesy by First American Title Insurance Co., and the Company does not take responsibility for the completeness or accuracy of the materials. If you desire a complete report on the status of title, please contact the above named person to arrange for a Commitment or Policy. No transaction or decision should be made based on these materials until such time as the Company has the opportunity to perform a complete search and is prepared to issue a Policy.*

1400 W Benson Blvd, Suite 250, Anchorage, AK 99503

TEL 907-561-1844 | FAX 907-561-1948

[ak.firstam.com](http://ak.firstam.com)

PARID: 01102160000  
LINDAHL KELLY M

6654 LAKEWAY DR

LUC: 101  
TAX YEAR: 2026

**Property Information**

**Appeal Filing Deadline:** 2/11/2026  
**Late Appeal Request Deadline:** 03/13/2026

Property Location: 6654 LAKEWAY DR  
Class: R - Residential  
Use Code (LUC): 101 - Residential 1 Family  
Condo/Unit #:   
Tax District: 03  
Zoning: R1  
Plat #: 770125  
HRA #: 000000  
Grid #: SW2025  
Deeded Acres:   
Square Feet: 2,635  
Legal Description: LAKEWOOD TERRACE TOWNHOUSES  
BLK 2 LT 1

Economic Link: No

[\*\*Show Parcel on Map\*\*](#)

**Owner**

Owner LINDAHL KELLY M  
Co-Owner  
Care Of  
Address 6654 LAKEWAY DRIVE  
City / State / Zip ANCHORAGE, AK 99502 0000  
Deed Book/Page /

**Tax Information**

Parcel	Roll Type	Tax Year	Cycle	DID	Gross Tax Amount	Res Exemption	Sr/Vet Exemption	IPC Billed	Paid Amount	Net Due	Interest Due	Penalty Due	Costs Due	Total Due	Due Date
01102160000	RP	2025	1		3,075.89			.00	-3,075.89	.00	.00	.00	.00	.00	06/30/2025
01102160000	RP	2025	2		3,075.89			.00	-3,075.89	.00	.00	.00	.00	.00	08/31/2025
01102160000	RP	2024	1		2,921.44	-605.44		.00	-2,316.00	.00	.00	.00	.00	.00	06/30/2024
01102160000	RP	2024	2		2,921.44	-605.44		.00	-2,316.00	.00	.00	.00	.00	.00	08/31/2024
01102160000	RP	2023	1		2,865.31	-638.63		.00	-2,226.68	.00	.00	.00	.00	.00	06/30/2023
01102160000	RP	2023	2		2,865.30	-638.62		.00	-2,226.68	.00	.00	.00	.00	.00	08/31/2023
01102160000	RP	2022	1		2,594.20	-421.00		.00	-2,173.20	.00	.00	.00	.00	.00	07/31/2022
01102160000	RP	2022	2		2,594.20	-421.00		.00	-2,173.20	.00	.00	.00	.00	.00	09/30/2022
01102160000	RP	2021	1		5,656.47	-901.00		.00	-4,755.47	.00	.00	.00	.00	.00	06/15/2021
01102160000	RP	2020	1		5,367.69			.00	-5,367.69	.00	.00	.00	.00	.00	07/15/2020
01102160000	RP	2019	1		4,793.48			.00	-4,793.48	.00	.00	.00	.00	.00	06/15/2019
01102160000	RP	2018	1		4,954.44			.00	-4,954.44	.00	.00	.00	.00	.00	06/15/2018
01102160000	RP	2017	1		4,610.30			.00	-4,610.30	.00	.00	.00	.00	.00	06/15/2017
01102160000	RP	2016	1		4,248.11			.00	-4,248.11	.00	.00	.00	.00	.00	06/15/2016

## Make a Payment

### Assessed Value

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Tax Year	Roll Type	LUC	Class	Land	Building	Total Appraised
2026	RP	101	R	84,200	318,500	402,700

### Taxable Value

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Net Taxable Value 402,700

### Land Summary

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Land Line #	Zoning	Size (Square Feet)	NBHD
1	R1	2,635	50B14

### Land Characteristics

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Line #	
1	VIEW 2 - Average
2	TOPO 4 - Gentle
3	ACCESS 5 - Average
4	PAVING 4 - Curb&Gutter
5	CORNER 4 - None
6	SEWER 4 - Public
7	ENCROACH 4 - None
8	SETBACK 1 - None
9	WATER 4 - Public
10	RESTRICT 4 - None
11	MAIN 4 - None
12	MISC 5 - None
13	WETLANDS 4 - None
14	SHAPE 4 - Typical
15	LOCATION 5 - Excellent
16	SIZE 3 -
17	SOILS 4 - Average

### Residential Card Summary

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Card/Building:	1
Stories:	6 - Townhouse
Condition:	7 - Average
Grade:	B
Exterior Wall:	1 - WOOD
Style:	06 - TOWNHOUSE
Year Built:	1977
Effective Year:	1989
Square Feet of Living Area:	1776
Total Rooms:	6
Bedrooms:	3
Full Baths:	2
Half Baths:	1
Additional Fixtures:	1
Heating:	2 - CENTRAL

Fuel Type:  
Resi Market Area:

2 - NATURAL GAS  
CL - COASTAL: LAKES

### Sections

Card #	Addition #	Description	Area
1	0		836
1	1	SECOND STORY ADDITION	940
1	2	COVERED OPEN PORCH	21
1	3	ATTACHED GAR	529
1	4	DECK	169
1	5	DECK	110

### Entrances

Visit Date:	Measure Date:	Entrance Source:
29-JUN-2009		0-Land Characteristics Inspection
05-NOV-2012		7-Partial Inspection or Drive-By
15-JUN-2015		9-Quick Re-Inventory Inspection

### Permits

Permit #:	Permit Date:	Purpose:	Amount:
R12-2173	11-SEP-2012	-	\$11,980

### Appraised Value History

Tax Year	Roll Type	LUC	Class	Land	Improvements	Total Appraised
2026	RP	101	R	84,200	318,500	402,700
2025	RP	101	R	84,200	305,400	389,600
2024	RP	101	R	84,200	277,700	361,900
2023	RP	101	R	84,200	252,300	336,500
2022	RP	101	R	84,200	223,900	308,100
2021	RP	101	R	84,200	229,700	313,900
2020	RP	101	R	84,200	229,700	313,900
2019	RP	101	R	84,200	208,800	293,000
2018	RP	101	R	79,400	222,700	302,100
2017	RP	101	R	79,400	215,000	294,400

### Exemption Value History

Tax Year	Roll Type	Code	Property Exemption	Sen/Vet Exemption	Res Exemption	Total
2024	RP	R-01	0	0	75,000	75,000
2023	RP	R-01	0	0	75,000	75,000
2022	RP	R-01			50,000	50,000
2021	RP	R-01			50,000	50,000

A  
L  
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**2024-016927-0**

Recording Dist: 301 - Anchorage

6/28/2024 11:07 AM Pages: 1 of 4



AFTER RECORDING, RETURN TO:

Kelly Lindahl  
6654 Lakeway Drive  
Anchorage, Alaska 99502

*Anchorage Recording District*

**WARRANTY DEED**

*(A.S. 34.15.030)*

STA: 2336561

The GRANTORS, **LAURI WALSH AND RYAN WALSH**, wife and husband, whose mailing address is *10748 Chickasaw Bend Ct, Las Vegas, Nevada 89129*, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, convey and warrant to GRANTEE, **KELLY M LINDAHL**, an unmarried person, whose mailing address is *6654 Lakeway Drive, Anchorage, Alaska 99502*, the following-described real estate:

Lot 1, Block 2, LAKEWOOD TERRACE TOWNHOUSES, according to the official plat thereof, filed under Plat No. 77-125, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

SUBJECT TO ALL reservations, exceptions, easements, encumbrances, leases, covenants, conditions, restrictions, plat notes, bylaws, and rights-of-way of record, if any.

FURTHER SUBJECT TO taxes and/or assessments due the Municipality of Anchorage, if any, a lien by levy therefor has not been made.

FURTHER SUBJECT TO assessments, if any, due the Lakewood Terrace Townhouses Association, Inc.

FURTHER SUBJECT TO reservations and exceptions as contained in the United States Patent and/or in Acts authorizing the issuance thereof.

FURTHER SUBJECT TO minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed herein. No representation are made as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed herein or in the public records.

WARRANTY DEED  
S4561-00325

Page 1

FURTHER SUBJECT TO any adverse claim to any portion of said land which lies within the bed of Delong Lake, between the lines of mean high water.

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

FURTHER SUBJECT TO an easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof, granted to Chugach Electric Association, Inc. recorded April 3, 1952 in Book 70 at Page 121. (Affects: Blanket Easement)

FURTHER SUBJECT TO an easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof, granted to Chugach Electric Association, Inc. recorded June 3, 1964 in Book 86 at Page 47. (Affects: A portion of the common area)

FURTHER SUBJECT TO an easement, including terms and provisions thereof, for a sewer easement as set out therein, granted to Greater Anchorage Area Borough recorded August 20, 1975 in Book 42 at Page 737. (Affects: A portion of the common area)

FURTHER SUBJECT TO all matters shown on the plat filed under Plat No. 77-125 located in the Anchorage Recording District, Third Judicial District, State of Alaska.

FURTHER SUBJECT TO the covenants, conditions, reservations, restrictions and/or by-laws, including terms and provisions thereof, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenant, condition or restrictions violate USC 3604 (c), and/or as submitted to the Horizontal Property Regimes Act and/or the Uniform Common Interest Ownership Act of the State of Alaska, and any amendments thereto, recorded May 4, 1977 in Book 188 at Page 981, July 25, 1977 in Book 213 at Page 360, November 16, 1977 in Book 247 at Page 606, May 11, 1978 in Book 295 at Page 623, July 24, 1978 in Book 318 at Page 326, August 31, 1981 in Book 636 at Page 962, May 10, 2013 as Instrument No. 2013-026188-0, and October 15, 2021 as Instrument No. 2021-056258-0.

FURTHER SUBJECT TO the terms, conditions, provisions and future liens of the Uniform Common Interest Ownership Act, and/or the Horizontal Property Regimes Act, and any amendments thereto, of the State of Alaska (Chapter 34.07 and Chapter 34.08 AS).

FURTHER SUBJECT TO the recital and reservation as contained in Warranty Deed recorded August 15, 1978 in Book 325 at Page 537 as follows: "It is hereby agreed that all division walls between the several lots shall be party walls built as to equal half in width thereof on each of the respective adjoining lots, and shall be used for the joining purposes of the respective adjoining premises. Each of the owners is granted an easement for support in that portion of the wall on the lot

WARRANTY DEED  
S4561-00325

Page 2



of the adjoining owner."

DATED: this 28 day of June, 2024.

GRANTORS:

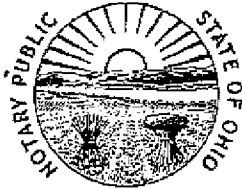
*Lauri Walsh*

\_\_\_\_\_  
Lauri Walsh

STATE OF Ohio )  
 )  
Summit COUNTY )

ss.

The foregoing instrument was acknowledged before me this 28 day of June, 2024, by LAURI WALSH



TRESSA SPEIGHT  
Notary Public  
State of Ohio

My Comm. Expires Notary Public in and for Ohio

March 24, 2028 My Commission Expires: 3/24/2028

Completed via Remote Online Notarization using 2 way Audio/Video technology.



*R. Walsh*

Ryan Walsh

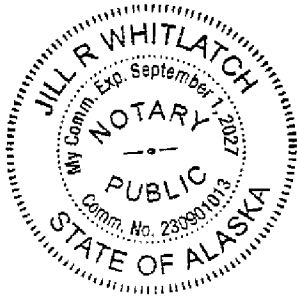
STATE OF ALASKA )

*3rd*

JUDICIAL DISTRICT )

ss. )

The foregoing instrument was acknowledged before me this 28 day of June, 2024, by **RYAN WALSH**.



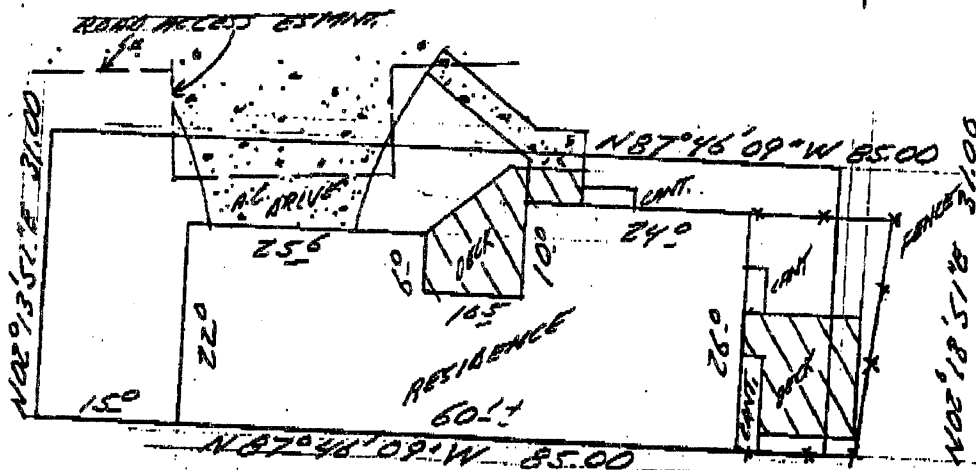
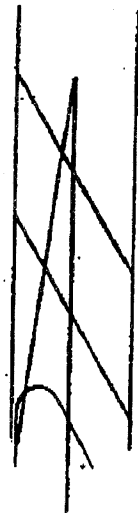
*Jill Whitlatch*

Notary Public in and for Alaska

My Commission Expires: 9-1-2027



RECEIVED JAN 28 1993



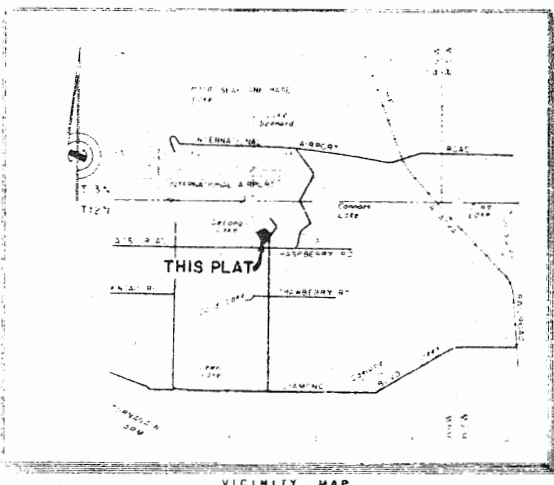
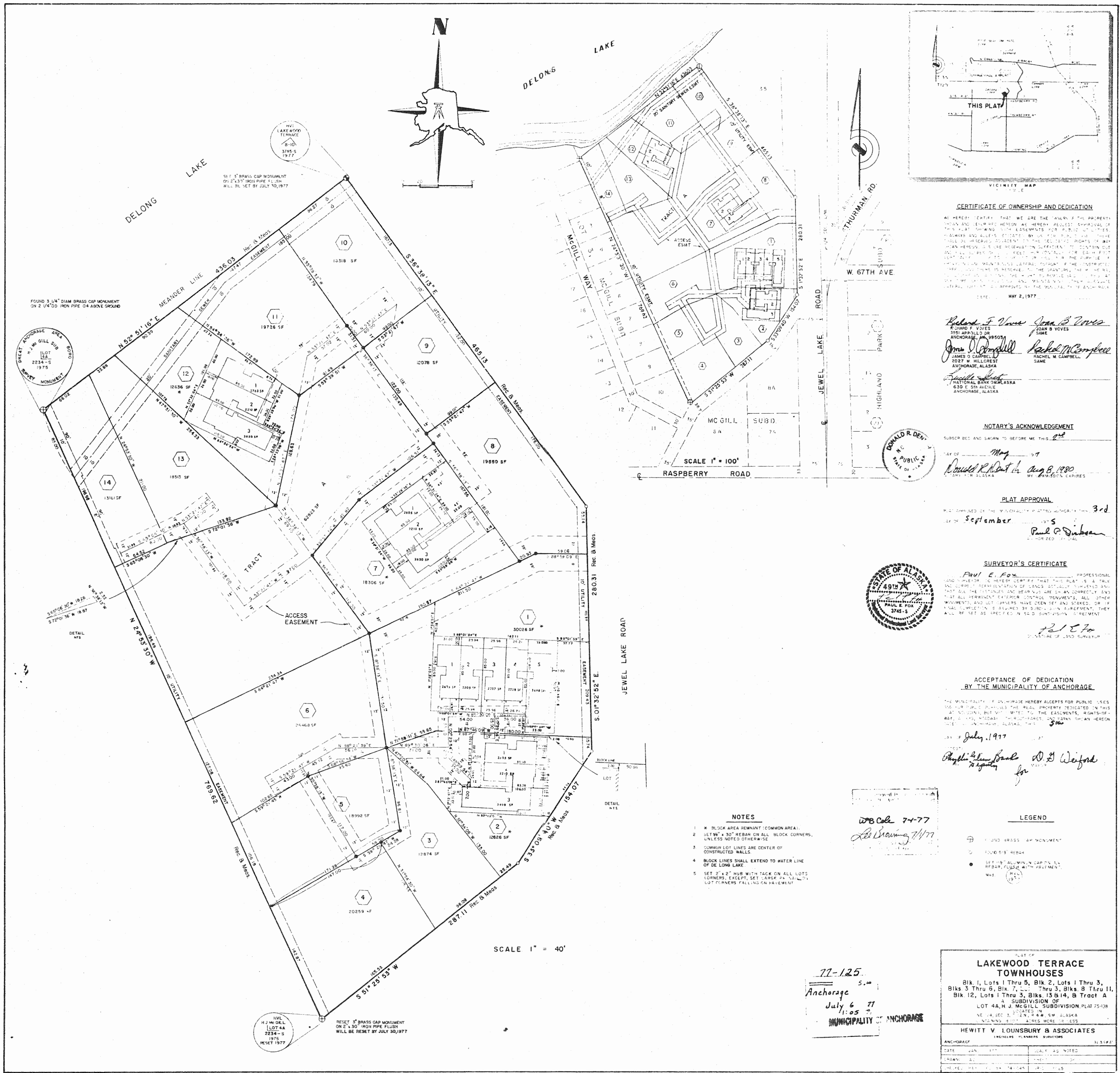
ASBUILT-NO CORNERS SET THIS DATE.

SEWARD & ASSOCIATES LAND SURVEYING 688-4566

I HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY: LOT 1, BLK. 2, THREE HUNDRED THIRTYEIGHT TOWN HOUSES AND THAT NO ENCROACHMENTS EXIST EXCEPT AS INDICATED. IT IS THE RESPONSIBILITY OF THE OWNER TO DETERMINE THE EXISTENCE OF ANY EASEMENTS, COVENANTS, OR RESTRICTIONS WHICH DO NOT APPEAR ON THE RECORDED SUBDIVISION PLAT. UNDER NO CIRCUMSTANCES SHOULD ANY DATA HEREON BE USED FOR CONSTRUCTION OF FENCE LINES, OR FOR ESTABLISHING BOUNDARY LINES.

SCALE:	1" = 20'
DATE:	11/27/99
GRID:	2025
FB:	38.14
DRAWN:	DMS





**CERTIFICATE OF OWNERSHIP AND DEDICATION**

WE HEREBY CERTIFY THAT WE ARE THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREIN, AND HEREBY REQUEST APPROVAL OF THIS PLAT FOR RECORDING AND EASEMENTS FOR PUBLIC USE. THESE EASEMENTS AND ALLEYS SHOWN ON THIS PLAT ARE NECESSARY FOR THE PROPER USE AND ENJOYMENT OF THE PROPERTY SHOWN ON THIS PLAT. WE HEREBY REQUEST APPROVAL OF THIS PLAT FOR RECORDING AND EASEMENTS FOR PUBLIC USE. THESE EASEMENTS AND ALLEYS SHOWN ON THIS PLAT ARE NECESSARY FOR THE PROPER USE AND ENJOYMENT OF THE PROPERTY SHOWN ON THIS PLAT.

DATE: MAY 2, 1977

*Richard F. Vance*     *Joan B. Vance*  
 RICHARD F. VANCE     JOAN B. VANCE  
 5551 APRIL DR.     ANCHORAGE, ALASKA

*James D. Campbell*     *Rachel M. Campbell*  
 JAMES D. CAMPBELL     RACHEL M. CAMPBELL  
 2027 W. HILLCREST     ANCHORAGE, ALASKA

*Paul E. Fox*  
 PAUL E. FOX  
 630 E. 5TH AVENUE     ANCHORAGE, ALASKA

**NOTARY'S ACKNOWLEDGEMENT**

SUBSCRIBED AND SWORN TO before me this 2<sup>nd</sup> day of May 1977

*Donald R. Hart*     Notary Public  
 DONALD R. HART     ANCHORAGE, ALASKA

**PLAT APPROVAL**

PLAT APPROVED BY THE MUNICIPALITY OF ANCHORAGE THIS 3<sup>rd</sup> day of September 1977

*Paul R. Dunbar*  
 PAUL R. DUNBAR  
 CITY CLERK

**SURVEYOR'S CERTIFICATE**

*Paul E. Fox*  
 PAUL E. FOX  
 630 E. 5TH AVENUE     ANCHORAGE, ALASKA

**ACCEPTANCE OF DEDICATION BY THE MUNICIPALITY OF ANCHORAGE**

THE MUNICIPALITY OF ANCHORAGE HEREBY AGREES FOR PUBLIC USES TO THE PUBLIC RIGHTS AND EASEMENTS SHOWN ON THIS PLAT, SUBJECT TO THE TERMS AND CONDITIONS OF THIS PLAT, AND TO THE EXTENT OF THE EASEMENTS, RIGHTS AND ALLEYS SHOWN ON THIS PLAT.

DATE: July 1, 1977

*Paul E. Fox*     *D. B. Weiford*  
 PAUL E. FOX     D. B. WEIFORD

- NOTES**
- \* BLOCK AREA REMAINT (COMMON AREA), UNLESS NOTED OTHERWISE
  - 1/2" x 30" REBAR ON ALL BLOCK CORNERS, UNLESS NOTED OTHERWISE
  - COMMON LOT LINES ARE CENTER OF CONSTRUCTED WALLS
  - BLOCK LINES SHALL EXTEND TO WATER LINE OF DE LONG LAKE
  - SET 2" x 2" HUB WITH TACK ON ALL LOTS CORNERS, EXCEPT SET CORNER AT LOT CORNERS FALLING ON EASEMENT

77-125  
 5.00  
 Anchorage  
 July 6 77  
 1:05  
 MUNICIPALITY OF ANCHORAGE

- LEGEND**
- 1/2" x 30" REBAR
  - 1/2" x 30" REBAR
  - 1/2" x 30" REBAR
  - 1/2" x 30" REBAR

**LAKWOOD TERRACE TOWNHOUSES**

Blk 1, Lots 1 Thru 5, Blk 2, Lots 1 Thru 3, Blk 3 Thru 5, Blk 7, Lots 1 Thru 3, Blk 8 Thru 11, Blk 12, Lots 1 Thru 3, Blks 13 & 14, & Tract A

SUBDIVISION OF LOT 4A, N. JEWELL SUBD. PLAT 75-128

NE 1/4 SEC 2, T24N, R4W, NW ALASKA

HEWITT V. LOUNSBURY & ASSOCIATES

ANCHORAGE, ALASKA

DATE	JAN 1977	SCALE	AS NOTED
TRACED	BY		
CHECKED	BY		

77-125

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
LAKEWOOD TERRACE TOWNHOUSES

THIS DECLARATION, made on this 3 day of  
MAY, 1977, by RICHARD VOVES and JOAN VOVES,  
husband and wife, of Anchorage, Alaska, and JAMES CAMPBELL  
and RACHEL CAMPBELL, husband and wife, of Anchorage, Alaska,  
hereinafter called "Declarant", for itself, its successors,  
grantees and assigns.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property  
in the Third Judicial District, Anchorage, Alaska, which is  
more particularly described as:

See Exhibit "A" attached hereto and  
incorporated herein by this reference.

WHEREAS, Declarant desires to subject such property  
certain covenants, conditions, restrictions and charges for  
the benefit of such property and its present and subsequent  
owners as hereinafter specified; and,

WHEREAS, the power to enforce such covenants,  
conditions, restrictions, and charges is to reside in  
Lakewood Terrace Townhouses, a nonprofit corporation, or-  
ganized under the laws of the State of Alaska,

NOW, THEREFORE, Declarant hereby declares that all  
of the properties described above shall be held, sold, and  
conveyed subject to the following easements, restrictions,  
covenants and conditions, which are for the purpose of  
protecting the value and desirability of, and which shall  
run with, the real property contained therein, and be bind-  
ing on all parties having any right, title or interest in  
the described properties or any part thereof, their heirs,  
successors and assigns, and shall inure to the benefit of  
each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to  
Lakewood Terrace Townhouses, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract purchasers.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, pursuant to the provisions of Article VII, Section 4, relating to annexation.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

See Exhibit "B" attached hereto and incorporated herein by this reference.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

Section 6. "Declarant" shall mean and refer to Lakewood Terrace Townhouses, a partnership, its successors and assigns.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners Easement of Enjoyment. Every owner of a lot within Lakewood Terrace Townhouses shall have the right and easement of enjoyment in and to the common area which shall be appurtenant to ownership and shall pass with the title to every lot contained in the development, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational vehicle storage facility situated on the common area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to

exceed sixty (60) days for any infraction of any of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such public purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be affected unless an instrument be signed by two-thirds of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner of a lot within Lakewood Terrace Townhouses may delegate, in accordance with the Bylaws, its right of enjoyment to the common area and facilities to the members of his family or tenants, who reside on the property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot subject to assessment shall be a member of Lakewood Terrace Townhouses. Membership shall be appurtenant to and shall not be separated from ownership of a lot subject to assessment. A contract purchaser shall be considered an owner for purposes of voting.

Section 2. Lakewood Terrace Townhouses shall have two classes of voting membership:

Class A. Class A members shall be owners of all lots with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any one lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot.

Class B. Class B members shall be the Declarant, and shall be entitled to three votes for each lot owned. Class B membership shall terminate and be converted to Class A membership upon the occurrence of either of the following events, whichever first occurs:

(a) When the total votes outstanding in Class A membership equal total votes outstanding in Class B membership, or

(b) On the 1st day of January, 1984.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) Annual assessments or charges to, and
- (2) Special assessments for capital improvement, so long as such assessments are established and collected as hereafter provided.

Annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who is the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to successors in title, unless expressly assumed by them.

Section 2. Nature of Assessments. Assessments levied by the Association shall be used exclusively to promote recreation, health, safety and welfare of the residents in the properties and for the improvement, maintenance and repair of the common area, and of the home situated upon the properties, including the establishment of adequate reserves for these purposes.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment shall be \$ \_\_\_\_\_ per unit.

(a) From and after January 1 of the year immediately following a conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than three percent (3%) above the maximum assessment of the previous year, without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above three percent (3%) by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting held by Lakewood Terrace Townhouses for such purpose.

(c) The Board of Directors will fix the annual assessment at an amount not in excess of the maximum assessment in accordance with the Bylaws of the Association.

Section 4. Special Assessments. In addition to the annual assessments authorized above, Lakewood Terrace Townhouses may levy in any assessment year a special assessment over and above the annual assessment, which special assessment shall be applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the common area, including fixtures and personal property related thereto, provided that any such assessment shall have been authorized by two-thirds of the votes of each class of members who are voting in person or by proxy at an authorized Association meeting.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. The annual and special assessment must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement. The annual assessments provided for herein shall commence as to all lots on the first day of the month following conveyance of the common area. The first annual assessment shall be

adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment herein. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days of the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose a lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of its lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect an assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure of any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot for liability for any assessments thereafter becoming due, or for the lien thereof.

#### ARTICLE V

#### ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as in harmony with external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. No owner of any lot shall change or alter the exterior color of any structure situate within or forming part of such lot unless written approval has been

obtained as provided herein. In the event the Board, or its designated committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE VI

### USE RESTRICTIONS

Section 1. Land Use and Building Type. No lot shall be used for any purpose other than one or more single-family residences. No outhouse of any kind, tent, fence, shed or trailer, or any other temporary dwelling, shall be erected or maintained on any lot or be used for living purposes, nor shall any garage be used for dwelling purposes. Garden sheds or toolsheds or rear-yard fences may be erected, however, with the approval of the Architectural Control Committee, as provided in Article VIII, Section 1.

Section 2. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their Lots or Living Units or in their enjoyment of common properties. No repair or restoration of any motor vehicle, boat, trailer, aircraft or other vehicle shall be permitted on any portion of any Lot or upon the Common Area except for emergency repairs thereto, and then only to the extent necessary to enable movement thereof to a proper repair facility.

Section 3. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. Such material shall not be disposed of by incineration on any Lot.

Section 4. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, other than a reasonable number of dogs, cats or other common household pets which may be kept, provided they are not kept, bred or maintained for commercial purposes and are not permitted to run at large.

Section 5. Commercial Vehicles. No commercial vehicles, or similar commercial or construction equipment, shall be parked, placed, erected, or maintained on any Lot for any purpose except during the period of construction.

Section 6. Boats, Campers, etc. The Common Areas and/or streets located on the Properties shall not be used for the overnight parking of any vehicle other than private family automobiles. No boat, boat trailer, house trailer, camper, truck or other similar vehicle or similar object, or any part thereof, shall be stored or permitted to remain on any Lot or the Common Areas or any part of the Properties unless the same is stored or placed in a fully-enclosed garage or in an area designated and authorized for such usage by the Association. This Section is for the mutual benefit of all Owners and is necessary for the protection of said Owners.

Section 7. Signs. No sign of any kind shall be displayed to the public on any Lot or Living Unit except one sign of not more than five square feet advertising the property for sale or rent, or signs by a building company to advertise the property during the construction and sales period.

Section 8. Natural Resource Extraction. No natural resource extraction operation of any nature shall be permitted upon or in any Lot, nor shall wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

## ARTICLE VII

### MAINTENANCE

Section 1. The Association will maintain all common areas and shall additionally provide exterior maintenance upon all structures in the development, to include painting, repair, replacement and care of roofs, gutters, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Exterior maintenance shall not include repair or replacement of glass surfaces. All such maintenance shall be funded through the assessment procedure provided for in this Declaration, the Articles, Bylaws and Alaska Statutes.

Section 2. In the event of damage or destruction of all or a part of the property contained within the development, the Association may vote to rebuild, repair, restore or sell the property contained within the development where directed to do so by vote of at least sixty percent (60%) of

the property owners or other persons authorized to vote under the terms of this Declaration, the Articles, the Bylaws and the Alaska Statutes.

Section 3. In the event that the need for maintenance or repair is caused by the willful or negligent act of the owner, the cost of such maintenance and repair shall be added to and become a part of the assessment to which the residential unit is subject.

## ARTICLE VIII

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforcement by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, fees and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no manner be deemed to waive the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no manner affect other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

Section 4. Annexation. Additional parcels of real property may be annexed to the properties described herein for the purposes of subjecting such real property to regulation and assessment by the Association and for the mutual enjoyment of common areas. Such annexation may be made as follows:

(a) Additions by Declarant. At any time prior to January 1, 1984, Declarant shall have the right to bring within the scheme of this Declaration, without the consent of other members, additional real property located within the areas described in Exhibit C, attached hereto and made

an integral part hereof. Any such annexation shall be in accord with the general plan of development, but such general plan shall not bind the Declarant to make the proposed addition or to adhere to the plan in any subsequent development of the land shown therein.

(b) Additions authorized under this section shall be made by recording a supplemental Declaration of Covenants and Restrictions with respect to the annexed property.

## ARTICLE IX

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the townhouses upon the property and placed upon dividing line between the lots shall constitute a party wall, and to extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to right of any such owner to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an owner who by his negligence or willful acts causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With the Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall or other provisions of

this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

#### ARTICLE X

##### INSURANCE

Section 1. The Association shall obtain and continue in effect adequate blanket public liability insurance for the common areas, and fire insurance with coverage for the full replacement value of the project. Insurance premiums for any such insurance coverage obtained by the Association and any other insurance deemed necessary by the Association, shall become a common expense to be included in the regular assessments levied by the Association. The Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers.

#### ARTICLE XI

##### RIGHTS OF MORTGAGEES

Section 1. Default. A breach of any of the provisions of this Declaration, the recordation of any lien or assessment hereunder, or the pursuit of any remedy hereunder shall not defeat or render invalid the lien of any mortgage made by a lot owner in good faith and for value upon the interest of a lot owner. A first mortgagee, upon request, is entitled to written notification from the Homeowners Association of any default in the performance by the individual mortgagor of any unit under this Declaration or Bylaws which default is not cured within sixty (60) days. First mortgagees of the lots, may jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of the policy, and the first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. This provision shall constitute an agreement between the Association and all first mortgagees of lots in the project reflecting this covenant.

Section 2. Right to Inspect Association Records and Notice. The holder of a first mortgage of record shall have the right to inspect the Association's books of account and other financial records, and shall be able to require the Association to provide to it such additional financial data as may be reasonably requested to protect its interest, including an annual audited financial statement of the Association within ninety (90) days following the end of the fiscal or calendar year. Written notice of all Association meetings shall be sent to first mortgagees of record and the designated agent to attend such meetings.

Section 3. Prior Approval. Unless at least seventy-five percent (75%) of the first mortgagees, or owners, have given their prior written approval, the Association shall not be entitled to:

(1) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly by such Association.

(2) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a lot owner.

(3) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, exterior maintenance of units, the maintenance of party walls, or common fences and driveways, or the upkeep of lawns and plantings in the project.

(4) Use hazard insurance proceeds for losses to any common property, for other than the repair, replacement, or reconstruction of such improvements. In the event of substantial damage or destruction to any lot or any part of the common areas, timely written notice shall be given to the institutional holder of any first mortgage on the damaged property.

Section 4. Condemnation. In the event of any condemnation or eminent domain proceedings, the Association shall give prompt notice thereof to all first mortgagees. Any first mortgagee shall have a prior claim to the proceeds of such condemnation or eminent domain proceedings.

Section 5. Parking Facilities. So long as the Federal National Mortgage Association is the holder of any first mortgage on the property, the Association shall provide sufficient parking space to accommodate at least one automobile for each lot.

Section 6. Easements. Any right of the Association to grant easements for utilities in similar related purposes, or to transfer, release or hypothecate any of the common areas requires the approval of all holders of first mortgage liens. The Declarant also reserves an easement for encroachment upon the common areas and facilities as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the project.

Section 7. Notice of Amendment. The Association shall give notice to first mortgage holders of any proposed



EXHIBIT A

Lots One (1) through Five (5), Block One (1); Lots One (1) through (3), Block Two (2); Lots One (1) through Three (3), Block Seven (7); and Lots One (1) through Three (3), Block Twelve (12), a portion of the resubdivision of Lot Four "A" (4-A), of the H. J. MCGILL SUBDIVISION, located in the Northeast One-quarter (NE 1/4), Section 3, Township 12 North, Range 4 West, Seward Meridian, Anchorage Recording District, Third Judicial District, State of Alaska.

EXHIBIT B

Tract "A"; Block One (1) (exclusive of Lots One (1) through Five (5) located thereon); Block Two (2) (exclusive of Lots One (1) through Three (3) located thereon); Block Seven (7) (exclusive of Lots One (1) through Three (3) located thereon); Block Twelve (12) (exclusive of Lots One (1) through Three (1) located thereon), a portion of the resubdivision of Lot Four "A" (4-A), H. J. MCGILL SUBDIVISION, located in the Northeast One-quarter (NE 1/4), Section 3, Township 12 North, Range 4 West, Seward Meridian, Anchorage Recording District, Third Judicial District, State of Alaska.

EXHIBIT C

Blocks Three (3), Four (4), Five (5), Six (6), Eight (8), Nine (9), Ten (10), Eleven (11), Thirteen (13) and Fourteen (14), a portion of the resubdivision of Lot Four "A" (4-A), H. J. MCGILL SUBDIVISION, located in the Northeast One-quarter (NE 1/4), Section 3, Township 12 North, Range 4 West, Seward Meridian, Anchorage Recording District, Third Judicial District, State of Alaska.

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36.00

RECORDED  
ANCHORAGE REC.  
DISTRICT

MAY 4 12 04 PM '77

REQUESTED BY \_\_\_\_\_

ADDRESS

*Richard Kovacs*  
*3951 Apollo dr.*  
*Anch., AK.*  
*99504*

A-56450

FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
LAKEWOOD TERRACE TOWNHOUSES

The undersigned, representing over seventy-five percent (75%) of the lot owners of Lakewood Terrace Townhouses, hereby amend the Declaration of Covenants, Conditions and Restrictions for Lakewood Terrace Townhouses, recorded on May 5, 1977, in Volume 188, at Page 981, of the Anchorage Recording District, in the following manner:

The first sentence of Section 7, Article IV, is hereby amended to read as follows:

"The annual assessments provided for herein shall commence as to all lots on the first day of the month following the levy thereof by the Board of Directors of the Association."

DATED this 2-20 day of July, 1977.

[Signature]  
RICHARD VOVES  
[Signature]  
JOAN VOVES  
[Signature]  
JAMES CAMPBELL  
[Signature]  
RACHEL CAMPBELL

NOTARY TO:  
National Bank of Alaska  
500 E. 8th  
Anchorage, Alaska 99501

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY that on this 20<sup>th</sup> day of July, 1977, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared RICHARD VOVES, JOAN VOVES, JAMES CAMPBELL and RACHEL CAMPBELL, known to me to be the

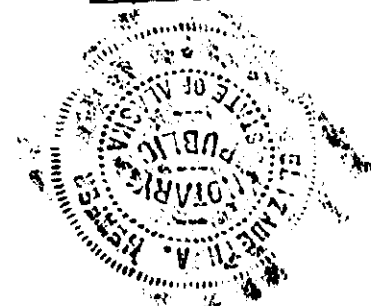


persons named in and who executed the within and foregoing instrument, and they acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

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

A-56450

*Elizabeth A. Healy*  
Notary Public in and for Alaska  
My Commission Expires: 3-13-80



Branch No.  
National Bank of Alaska  
630 E. 5th  
Anchorage, Alaska 99501

77-036938  
800

ANCHORAGE DISTRICT

JUL 25 9 14 AM '77

REQUESTED BY \_\_\_\_\_  
ADDRESS \_\_\_\_\_

ALASKA TITLE GUARANTEE COMPANY



AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
LAKEWOOD TERRACE TOWNHOUSES  
A PLANNED UNIT DEVELOPMENT

THIS AMENDMENT made on the date hereinafter set forth by RICHARD VOVES and JOAN VOVES, husband and wife, of Anchorage, Alaska, and JAMES CAMPBELL and RACHEL CAMPBELL, husband and wife, of Anchorage, Alaska, hereinafter referred to as the "Declarant" is an amendment to that certain Declaration of Covenants, Conditions and Restrictions of Lakewood Terrace Townhouses, a Planned Unit Development, recorded in the Anchorage Recording District on May 5, 1977, in Book 188, at Pages 981 to 995, Records of the Anchorage Recording District, Third Judicial District, State of Alaska, hereinafter referred to as "Declaration".

LH9547

The purpose of this Amendment is to reflect the annexation of additional property into the Planned Unit Development so that all of the properties herein described and described in the above Declaration shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the above Declaration, all of which shall run with the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Declarant hereby declares that all of the below described property owned by it shall by this instrument be made a part of the Lakewood Terrace Townhouses, A Planned Unit Development, and subject to all provisions of the Declaration above referred to:

Blocks Six (6), Ten (10), Eleven (11), Thirteen (13) and Fourteen (14), according to Plat No. 77-245, a portion of the resubdivision of Lot Four "A" (4-A), H. J. MCGILL SUBDIVISION, located in the Northeast One-quarter (NE 1/4), Section 3, Township 12 North, Range 4 West, Seward Meridian, Anchorage Recording District, Third Judicial District, State of Alaska.

This Amendment is executed and recorded pursuant to Article VIII, Section 4(a) of the above Declaration. Except as herein expressly provided, no other modifications of the above Declaration are intended except such as may be required to give sense to the addition of the above described real property to the Lakewood Terrace Townhouses, A Planned Unit Development.

SUBMITTED TO:  
National Title Insurance Co.  
630 E. 5th  
Anchorage, Alaska 99501

DATED at Anchorage, Alaska, this 14<sup>th</sup> day of November, 1977.

Richard F. Voves  
RICHARD VOVES

Joan B. Voves  
JOAN VOVES

James O. Campbell by  
Richard F. Voves  
JAMES CAMPBELL, by and through his  
attorney-in-fact, Richard F. Voves

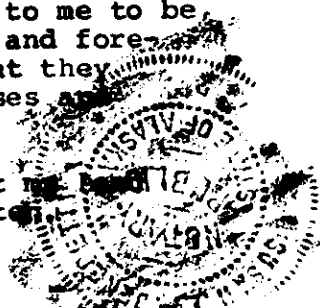
Rachel Campbell  
RACHEL CAMPBELL

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 14<sup>th</sup> day of November, 1977, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared RICHARD VOVES, JOAN VOVES, ~~JAMES O. CAMPBELL~~ and RACHEL CAMPBELL, known to me to be the persons named in and who executed the within and foregoing instrument, and they acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

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

Susan L. Benedetti  
Notary Public in and for Alaska  
My Commission Expires: 12-31-79



State of Alaska )  
 ) ss  
Third Judicial District )

On the 14<sup>th</sup> day of November, 19 77, before me, Susan L. Benedetti, a Notary Public in and for the State of Alaska, appeared Richard F. Voves as attorney-in-fact of James O. Campbell and he acknowledged to me that he signed the foregoing as the voluntary act and deed of said James O. Campbell, for the uses and purposes therein mentioned.

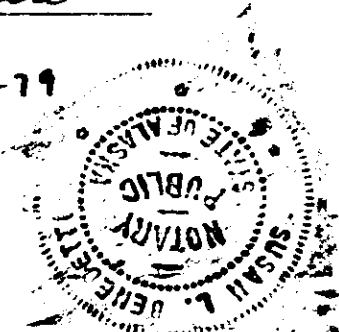
Witness my hand and official seal hereto affixed this day and year in this certificate above mentioned.

77-059620  
800

Susan L. Benedetti  
Notary Public in and for the  
State of Alaska  
My commission expires: 12-31-79

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ANCHORAGE REC.  
DISTRICT

Nov 16 10 09 AM '77  
ALASKA TITLE GUARANTY COMPANY  
REQUESTED BY \_\_\_\_\_  
ADDRESS \_\_\_\_\_



AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
LAKEWOOD TERRACE TOWNHOUSES

The undersigned, representing at least seventy-five percent (75%) of the lot owners of Lakewood Terrace Townhouses, hereby amend the Declaration of Covenants, Conditions and Restrictions for Lakewood Terrace Townhouses, recorded on May 5, 1977, in Book 188, at Page 981, and as amended and recorded on July 25, 1977, in Book 213 at Page 360, in the Anchorage Recording District, in the following manner:

Article IV, Section 3, is hereby amended to read as follows:

"Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment shall be \$940.20 per unit. Thereafter, the Board of Directors of the Association shall fix the assessment on an annual basis as set forth in Section 7 of this Article."

Subsections (a), (b), and (c) are deleted in their entirety.

Article IV, Section 5, is hereby amended to read as follows:

"Section 5. Notice and Quorum for Any Action Authorized Under Section 4. Notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting."

Article VIII shall have the following Section added:

"Section 5. Indemnification. No member of the Board or of any committee of the Association, shall be personally liable to any owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, or any representative or employee of the Association, or the Architectural Control Committee, or any other committee, or any officer of the Association, provided that such person has, upon the basis of such infor-

mation as may be possessed by him, acted in good faith, and without willful or intentional misconduct. In the event any such action is brought against any such person or entity, the Association shall indemnify such person or entity for all reasonable costs, including attorney's fees, incurred in the defense of such action, including any settlement thereof when such action arises out of the willful misconduct of such person. In the event the Association is required to pay any such costs, the Association shall be entitled to assess all owners for the amount so expended, but such assessment need not be first approved by fifty-one percent (51%) of the owners or any other proportion of said owners."

Article X, Section 1, is hereby amended to read as follows:

"Section 1. The Association shall obtain and continue in effect adequate blanket public liability insurance for the common areas, and fire insurance with coverage for the full replacement value of the project. Insurance premiums for any such insurance coverage obtained by the Association, and any other insurance deemed necessary by the Association, shall become a common expense to be collected by the Association. The Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers."

DATED this 10th day of ~~MAY~~ <sup>May</sup> 1978.

<u>Robert F. Jones</u>	<u>Miriam Weis</u>
<u>Philip K. [unclear]</u>	<u>Carol Hyman</u>
<u>Carolla Miller</u>	<u>Jean A. Silman</u>
<u>James W. Sullivan</u>	<u>David A. [unclear]</u>
<u>Nancy K. Collins</u>	<u>W. A. [unclear]</u>
<u>Jane [unclear]</u>	<u>Susan Burke</u>
<u>Thomas [unclear]</u>	<u>[unclear]</u>
<u>Stoddeman</u>	<u>Ronald W. [unclear]</u>
<u>[unclear]</u>	<u>J. E. [unclear]</u>

James Studnek

Helen Studnek

Norman C. Foote

Joy B. Foote

Stuart Gustafson

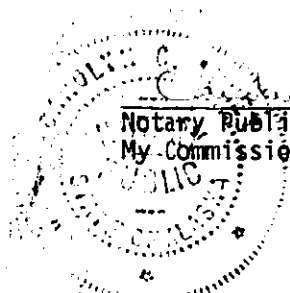
Margaret A. Gustafson

Suzi Brunner

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY that on this 10th day of May, 1978, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared James Studnek, Helen Studnek, Norman C. Foote, Joy B. Foote, Stuart Gustafson, Margaret Gustafson, Suzi Brunner, E. Brunner, Richard F. Voves, Philip Kraus, Janetta M. Miller, James W. Collins, Nancy K. Collins, Tyne Haukebo, Thomas L. Haukebo, J.H. Hileman, Jean A. Hileman, Larry Heckel, Duane Heyman, Carol Heyman, Judith C. Dwiggin, Donald W. Dwiggin, Hans Norman Rokeberg, Susan Burke and R. Stern, known to me to be the persons named in and who executed the within and foregoing instrument, and they acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

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

  
[Signature]  
Notary Public in and for Alaska  
My Commission Expires: June 12, 1981

78-023678  
3100

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ANCHORAGE REC.  
DISTRICT

MAY 11 1 12 PM '78

REQUESTED BY Landmark Property Mgmt.  
ADDRESS 833 Gambell St.  
City 99501  
#99918

AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
LAKEWOOD TERRACE TOWNHOUSES  
A PLANNED UNIT DEVELOPMENT

THIS AMENDMENT made on the date hereinafter set forth by RICHARD VOVES and JOAN VOVES, husband and wife, of Anchorage, Alaska, and JAMES CAMPBELL and RACHEL CAMPBELL, husband and wife, of Anchorage, Alaska, hereinafter referred to as the "Declarant" is an amendment to that certain Declaration of Covenants, Conditions and Restrictions of Lakewood Terrace Townhouses, a Planned Unit Development, recorded in the Anchorage Recording District, on May 5, 1977, in Book 188, at Pages 981 to 995, Records of the Anchorage Recording District, Third Judicial District, State of Alaska, hereinafter referred to as "Declaration".

The purpose of this Amendment is to reflect the annexation of additional property into the Planned Unit Development so that all of the properties herein described and described in the above Declaration shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the above Declaration, all of which shall run with the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Declarant hereby declares that all of the below described property owned by it shall by this instrument be made a part of the Lakewood Terrace Townhouses, a Planned Unit Development, and subject to all provisions of the Declaration above referred to:

Blocks Three (3 and Four (4), according to Plat No. 77-245, a portion of the resubdivision of Lot Four "A" (4-A), H. J. MCGILL SUBDIVISION, located in the Northwest One-quarter (NE 1/4), Section 3, Township 12 North, Range 4 West, Seward Meridian, Anchorage Recording District, State of Alaska.

This Amendment is executed and recorded pursuant to Article VIII, Section 4(a) of the above Declaration. Except as herein expressly provided, no other modifications of the above Declaration are intended except such as may be required

to give sense to the addition of the above-described real property to the Lakewood Terrace Townhouses, A Planned Unit Development.

DATED at Anchorage, Alaska, this 19th day of July, 1978.

*Richard F. Voves*  
RICHARD VOVES

*Joan B. Voves*  
JOAN VOVES

*James Campbell*  
JAMES CAMPBELL

*Rachel Campbell*  
RACHEL CAMPBELL



STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY that on this 19th day of July, 1978, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared RICHARD VOVES, JOAN VOVES, JAMES CAMPBELL and RACHEL CAMPBELL, known to me to be the persons named in and who executed the within and foregoing instrument, and they acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

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

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*[Signature]*  
Notary Public in and for Alaska  
My Commission Expires: 12-31-83

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REQUESTED BY *Jesse C. Bell, Eng. - Atkinson, Conway & All*  
ADDRESS *21007 W. 3rd Ave.*  
*Anch-99501* -2-

AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
LAKEWOOD TERRACE TOWNHOUSES  
A PLANNED UNIT DEVELOPMENT

This amendment made on the date hereinafter set forth by Designs In Wood, LTD, hereinafter referred to as the "Declarant", as successor in interest to Richard Voves and Joan Voves, husband and wife, and James Campbell and Rachel Campbell, husband and wife, is an amendment to that certain Declaration of Covenants, Conditions and Restrictions of Lakewood Terrace Townhouses, a Planned Unit Development, recorded in the Anchorage Recording District, on May 5, 1977, in Book 188, at Pages 981 to 995, Records of the Anchorage Recording District, Third Judicial District, State of Alaska, hereinafter referred to as "Declaration".

The purpose of this Amendment is to reflect the annexation of additional property into the Planned Unit Development so that all of the properties herein described and described in the above Declaration shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the above Declaration, all of which shall run with the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Declarant hereby declares that all of the below described property owned by it shall by this instrument be made part of the Lakewood Terrace Townhouses, a Planned Unit Development, and subject to all provisions of the Declaration above referred to:

Blocks Five (5) Eight (8) and Nine (9), Lakewood Terrace Townhouses, according to Plat No. 81-182 a portion of the resubdivision of Lot Four "A" (4-A), H.J. McGill Subdivision, located in the Northwest One Quarter (NW 1/4), Section 3, Township 12 North, Range 4 West, Seward Meridian, Anchorage Recording District, State of Alaska.

This amendment is executed and recorded pursuant to Article VIII, Section 4 (a) of the Declaration. Except as herein expressly provided, no other modifications of the above Declaration are intended except such as may be required to give sense to the addition of the above described real property

to the Lakewood Terrace Townhouses, A Planned Unit Development.

Dated at Anchorage, Alaska, This 8th day of August, 1981.

Samuel P. Hill  
Designs in Wood Ltd. by its President  
Samuel P. Hill

STATE OF ALASKA

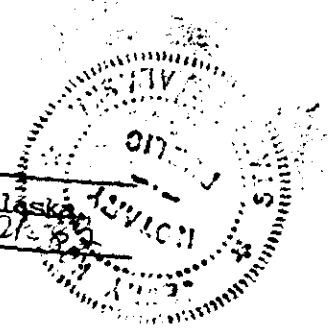
THIRD JUDICIAL DISTRICT

} ss.

This is to certify that on this 8th day of August, 1981, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Samuel P. Hill, known to me to be the person named in an who executed the within and foregoing instrument, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

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

Jenny K. Hood  
Notary Public in and for Alaska  
My Commission Expires 4-21-86



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REQUESTED BY Richard Rodriguez  
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Return TO:  
Designs in Wood  
SRA 2074-H  
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Recording Dist: 301 - Anchorage

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**ANCHORAGE RECORDING DISTRICT**

**After recording return to:**

Sarah A. Badten

Birch Horton Bittner & Cherot

510 L Street, Suite 700

Anchorage, AK 99501

**AMENDED DECLARATION OF  
LAKEWOOD TERRACE TOWNHOUSES ASSOCIATION**

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 LAKEWOOD TERRACE TOWNHOUSES ASSOCIATION, INC.**

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**AMENDED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR LAKEWOOD TERRACE TOWNHOUSES**

*(This Amended Declaration supersedes the previous and original Declaration made on  
May 5, 1977 and filed with the State Recorder's Office as Document #301-201044-0  
AND Amendments: #301-1977-036938-0, #301-1977-059620-0, #301-1978-048652-0,  
#301-1981-048642-0, and 2013-026188-0)*

THIS DECLARATION is made pursuant to the Alaska Horizontal Property Regimes Act, AS 34.07, on this 11 day of July, 2021, by the Lakewood Terrace Townhouses Association, hereinafter called "Declarant."

WITNESSETH:

WHEREAS, the Association manages certain property in the Third Judicial District, Anchorage, Alaska, which is more particularly described as:

Tract "A"; Blocks One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14), a portion of the resubdivision of Lot Four "A" (4-A), H.J. MCGILL SUBDIVISION, located in the Northeast One-quarter (NE ¼), Section 3, Township 12 North, Range 4 West, Seward Meridian, Anchorage Recording District, Third Judicial District, State of Alaska.

Individual Lots within each of the Blocks are owned by the individual homeowners. Property within the Blocks but outside of the individual lots is common area belonging to all the Association members. (See page 17: Plat of Properties – #81-182, August 27, 1981.)

WHEREAS, the Declarant and Board of the Association desire to subject such property to certain covenants, conditions, restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and,

WHEREAS, the power to enforce such covenants, conditions, restrictions, and charges is to reside in Lakewood Terrace Townhouses Association, a nonprofit corporation, organized under the laws of the State of Alaska.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and condition, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property contained therein, and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure the benefit of each owner thereof.



**ARTICLE I  
DEFINITIONS**

Section 1. "Association" and "Lakewood Terrace Townhouses" shall mean and refer to Lakewood Terrace Townhouses Association, its successors, and assigns.

Section 2. "Owner/member" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract purchasers.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, pursuant to the provisions of Article VII, Section 4, relating to annexation.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

Section 6. "Declarant" shall mean and refer to Lakewood Terrace Townhouses Association, a nonprofit corporation, its successors, and assigns.

**ARTICLE II  
PROPERTY RIGHTS**

Section 1. Owners Easement of Enjoyment. Every owner of a lot within Lakewood Terrace Townhouses shall have the right and easement of enjoyment in and to the common area which shall be appurtenant to ownership and shall pass with the title to every lot contained in the development, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational vehicle storage facility situated on the common area;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of any of its published rules and



regulations.

- (c) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such public purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be affected unless an instrument be signed by two-thirds of each class of members agreeing to such dedication or transfer has been recorded.

Section 2.            Delegation of Use.    Any owner of a lot within Lakewood Terrace Townhouses may delegate, in accordance with the Bylaws, its right of enjoyment to the common area and facilities to the members of his family or tenants who reside on the property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1.            Every owner of a lot subject to assessment shall be a member of Lakewood Terrace Townhouses Association. Membership shall be appurtenant to and shall not be separated from ownership of a lot subject to assessment. A contract purchaser shall be considered an owner for purposes of voting.

Section 2.    Lakewood Terrace Townhouses Association Members shall be owners of all lots and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any one lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENT

Section 1.            Creation of the Lien and Personal Obligation of Assessments.  
Each lot owned within the properties, hereby covenants and each owner of any lot by acceptance of a deed, therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

- (1) Monthly dues or charges to, and
- (2) Special assessments for capital improvements, so long as such assessments are established and collected as hereafter provided.



Monthly dues and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who is the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not be passed to successors in title unless expressly assumed by them.

Section 2. Nature of Monthly Dues and Special Assessments. Monthly dues and special assessments levied by the Association shall be used exclusively to promote recreation, health, safety, and welfare of the residents in the properties and for the improvement, maintenance, and repair of the common area and of the home situated upon the properties, including the establishment of adequate reserves for these purposes.

Section 3. Special Assessments. In addition to the monthly dues authorized above, Lakewood Terrace Townhouses may levy a special assessment over and above the monthly dues. A special assessment shall be for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the common areas, including fixtures and personal property related thereto, provided that any such assessment shall have been authorized by two-thirds of the votes of owners who are voting in person or by proxy at an authorized Association meeting.

Section 4. Notice and Quorum for Any Action Authorized Under Article IV. Notice of any meeting called for the purpose of taking any action authorized under Article 4 shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Monthly dues and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 6. Effect of Nonpayment of Assessments Remedies of the Association. Any assessment not paid within thirty (30) days of the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose a lien against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the common area or abandonment of its lot.



Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect an assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure of any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot for liability for any assessment thereafter becoming due or for the lien thereof.

Section 8. Assignment of Assessments. Any assignment of the Association's future income and/or its right to receive Common Interest Expense assessments requires the affirmative vote of seventy-five percent (75%) of the votes in the Association at a meeting called by the Executive Board for the purpose of voting on such an assignment.

## ARTICLE V

### ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as in harmony with external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives of the Board. No owner of any lot shall change or alter the exterior color of any structure within or forming part of such lot unless written approval has been obtained as provided herein. In the event the Board, or its designated committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

## ARTICLE VI

### USE RESTRICTIONS

Section 1. Land Use and Building Type. No lot shall be used for any purpose other than one or more single family residence. No outhouse of any kind, tent, fence, shed or trailer, or any other temporary dwelling, shall be erected or maintained on any lot or be used for living purposes, nor shall any garage be used for dwelling purposes. Garden sheds or tool sheds, or rear-yard fences may be erected, however, with the approval of the Architectural Control Committee, as provided in Article V, Section 1.

An occupation may be conducted in dwellings provided that:



- (a) No person other than the permanent resident residing in the dwelling unit shall be engaged in such occupation;
- (b) The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for the residential purpose by its occupants, and not more than 250 square feet of the dwelling shall be used to conduct the occupation;
- (c) There shall be no changes in the outside of the building or premises, nor shall there be any visible evidence of the conduct of such home occupation;
- (d) There shall be no wholesale or retail sales of merchandise or any activities involving stock in trade on the premises;
- (e) No traffic shall be generated by such home occupation;
- (f) No noise, vibration, fumes, odors, or electrical interference to normal senses off the lot.

Section 2.            Nuisances. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, a nuisance, or cause unreasonable embarrassment, disturbances, annoyance to other Owners in the enjoyment of their lots or living Units or in their enjoyment of common properties, or as determined by the Board of Directors. No repair or restoration of any motor vehicle, boat, trailer, aircraft, or other vehicle shall be permitted on any portion of any Lot or upon Common Area except for emergency repairs thereto, and then only to the extent necessary to enable movement thereof to a proper repair facility.

Section 3.            Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. Such material shall not be disposed of by incineration on any lot.

Section 4.            Pets, Livestock, and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, other than a reasonable number of dogs, cats, or other common household pets which may be kept, provided they are not kept, bred, or maintained for commercial purposes. They are not permitted to run at large.

Section 5.            Commercial Vehicles. No commercial vehicles or similar commercial or construction equipment shall be parked, placed, erected, or maintained on any Lot for any purpose except during the period of construction.

Section 6.            Boats, Campers, etc. The Common Area and/or streets located on the Properties shall not be used for the overnight parking of any vehicle other than private family automobiles. No boat, trailer, house trailer, camper, truck, or other similar vehicle or similar object, or any part thereof, shall be stored or permitted to remain on any Lot or Common Areas or any part of the Properties unless the same is stored or placed in a fully enclosed garage or in an area designated and authorized for such usage by the Association. This Section is for the mutual benefit of all Owners and is necessary for the protection of said Owners.

Section 7.            Signs. No sign of any kind shall be displayed to the public on



any Lot or Living Unit except one sign of not more than three square feet advertising the property for sale or rent, or signs by a building company to advertise the property during the construction and sales period.

Section 8.            Natural Resource Extraction. No natural resource extraction operation of any nature shall be permitted upon or in any Lot, nor shall wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

## ARTICLE VII

### MAINTENANCE

Section 1.            The Association will maintain all common areas and shall additionally provide exterior maintenance upon all structures in the development, to include painting, repair, replacement, and care of roofs, gutters, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Exterior maintenance shall not include repair or replacement of glass surfaces. All such maintenance shall be funded through the assessment procedure provided for in this Declaration, the Articles, Bylaws, and Alaska Statutes.

Section 2.            In the event of damage or destruction of all or part of the property contained within the development, the Association may vote to rebuild, repair, restore or sell the property contained within the development where directed to do so by a vote of at least sixty percent (60%) of the property owners authorized to vote under the terms of this Declaration, the Articles, the Bylaws, and the Alaska Statutes.

Section 3.            In the event that the need for maintenance or repair is caused by the willful act of the owner, the cost of such maintenance and repair shall be added to and become a part of the assessment to which the residential unit is subject.

## ARTICLE VIII

### GENERAL PROVISIONS

Section 1.            Enforcement. The Association, or any owner, shall have the right to enforcement by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, fees, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no manner be deemed to waive the right to do so thereafter.



Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no manner affect other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Land for a term of twenty (20) years from the date of this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

Section 4. Annexations. Additional parcels of real property may be annexed to the properties described herein for the purposes of subjecting such real property to regulation and assessment by the Association and for the mutual enjoyment of common areas. Such annexations may be made as follows:

- (a) Additions authorized under this section shall be made by recording a supplemental Declaration of Covenants and Restrictions with respect to the annexed property.

Section 5. Indemnification. No member of the Board or of any committee of the Association shall be personally liable to any owner, or any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, or any representative or employee of the Association, or the Architectural Control Committee, or any other committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, and without willful or intentional misconduct. In the event any such action is brought against any such person or entity, the Association shall indemnify such person or entity for all reasonable costs, including attorney's fees, incurred in the defense of such action, including any settlement thereof when such action arises out of the willful misconduct of such person. In the event the Association is required to pay any such costs, the Association shall be entitled to assess all owners for the amount so expended, but such assessment need not be first approved by fifty-one percent (51%) if the owners or any proportion of said owners.

## ARTICLE IX

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the townhouses upon the property and placed upon dividing line between the lots shall constitute a party wall, and to extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.



Section 2.            Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3.            Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, subject however, to the right of any such owner to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4.            Weatherproofing. Notwithstanding any other provisions of this Article, an owner who by his negligence or willful acts causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5.            Right to Contribution Runs With the Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6.            Arbitration. In the event of any dispute arising concerning a party wall or other provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## ARTICLE X

### INSURANCE

Section 1.            Insurance Coverage. To the extent reasonably available, the Board shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Board determines that any insurance described herein will not be maintained, the Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Owners at the address on file with the Association and to all first mortgagees at the address provided to the Association by the first mortgagee.

Section 2.            Property Coverage. The Association shall maintain property insurance for the common area and all buildings, structures, and areas for which the Association and Owners have covenanted for maintenance. All buildings, structures, fixtures, and personal property for which the Association and Owners have not covenanted for maintenance ARE NOT common property of the Association and must be insured by individual Owners.



The insurance shall afford protection against “all risks” of direct physical loss commonly insured against. The total amount of coverage after application of any deductibles shall be not less than one hundred percent (100%) of the current replacement value of the common area and all buildings, structures, and areas for which the Association and Owners have covenanted for maintenance, and in any event, the coverage shall be not less than the higher of eighty percent (80%) of the actual cash value of the insured property or an amount sufficient to avoid coinsurance under any applicable insurance policy, at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies. At least annually, the Board shall take reasonable steps satisfactory to the insurance company to determine the replacement cost of the current replacement value of the property covered by this section or obtain an agreed amount endorsement.

The maximum deductible for coverage under this section shall be the lesser of \$20,000.00 or one percent (1%) of the policy face amount. Responsibility for payment of the deductible shall be a common expense of the Association included in the assessment of the monthly dues.

The name of the insured shall be substantially as follows: “LAKEWOOD TERRACE TOWNHOUSES ASSOCIATION, INC.”

Insurance policies carried pursuant to this Section shall provide that:

- (1) Each Owner is an insured person under the policy with respect to liability arising out of the interest of the Owner in the common area or membership in the Association;
- (2) The insurer waives the right to subrogation under the policy against an Owner or member of the household of an Owner;
- (3) An act or omission by an Owner, unless acting within the scope of the Owner’s authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy;
- (4) If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance; and
- (5) 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 Owner, and each holder of a first mortgage to whom a certificate or memorandum of insurance has been issued at their last known address.

Section 3. Liability Insurance. The Association shall maintain liability insurance, including medical payments insurance, in an amount determined by the 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 area and the activities of the Association. Coverage shall be in an amount determined by the Board but in no event less than \$2,000,000.00. Insurance policies carried pursuant to this Section shall provide that:

- (6) Each Owner is an insured person under the policy with respect to liability arising out of the interest of the Owner in the common area or membership in the Association;
- (7) The insurer waives the right to subrogation under the policy against an Owner or member of the household of an Owner;
- (8) An act or omission by an Owner, unless acting within the scope of the Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy;
- (9) If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance; and
- (10) 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 Owner, and each holder of a first mortgage to whom a certificate or memorandum of insurance has been issued at their last known address.

Section 4. Fidelity Bonds. A blanket fidelity bond is required for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force and in no event less than the sum of three (3) months' assessments plus reserve funds. The bond shall include a provision that calls for thirty (30) days written notice to the Association before the bond can be canceled or substantially modified for any reason; except that if cancellation is for non-payment of premiums, only ten (10) days notice shall be required.

Section 5. Owner, Occupant, and Tenant Policies. An insurance policy issued to the Association does not prevent an Owner, occupant, or tenant from obtaining insurance for his or her own benefit, and Owners, occupants, and tenants are encouraged to obtain their own insurance for their own property. Owners are encouraged to insure personal property stored in or on their Lot.

Section 6. Workers' Compensation Insurance. The Board shall obtain and maintain Workers' Compensation Insurance, if required, to meet the requirements of the laws of the State of Alaska.

Section 7. Directors' and Officers' Liability Insurance. The Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of



the Directors and officers of the Association in such limits as the Board may, from time to time, determine.

Section 8.            Other Insurance. The Association may carry other insurance which the Board considers appropriate to protect the Association and/or the Owners.

Section 9.            Premiums. Insurance premiums shall be a common expense of the Association included in the assessment of the monthly dues.

## ARTICLE XI

### RIGHTS OF MORTGAGEES

Section 1.            Default. A breach of any of the provisions of this Declaration, the recordation of any lien or assessment hereunder, or the pursuit of any remedy hereunder shall not defeat or render invalid the lien of any mortgage made by a lot owner in good faith and for value upon the interest of a lot owner. A first mortgagee, upon request, is entitled to written notification from the Homeowners Association of any default in the performance by the individual mortgagor of any unit under this Declaration or Bylaws which default is not cured within sixty (60) days. First mortgagees of the lots may jointly or singly pay taxes or other charges which are in default and which may or have become a charge against any common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of the policy, and the first mortgagees making such payments shall be owed immediate reimbursement therefore from the Association. This provision shall constitute an agreement between the Association and all first mortgagees of lots in the project reflecting this covenant.

Section 2.            Right to Inspect Association Records and Notice. The holder of the first mortgage of record shall have the right to inspect the Association's books of account and other financial records, and shall be able to require the Association to provide to it such additional financial data as may be reasonably requested to protect its interest, including an annual audited financial statement of the Association within ninety (90) days following the end of the fiscal or calendar year. Written notice of all Association meetings shall be sent to first mortgagees of record and the designated agent to attend such meetings.

Section 3.            Prior Approval. Unless at least seventy-five percent (75%) of the first mortgagees or owners have given their prior written approval, the Association shall not be entitled to:

- (1) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly by such Association.



- (2) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against a lot owner.
- (3) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, exterior maintenance of units, the maintenance of party walls, or common fences and driveways, or the upkeep of lawns and plantings in the project.
- (4) Use hazard insurance proceeds for losses to any common property for other than the repair, replacement, or reconstruction of such improvements. In the event of substantial damage or destruction to any lot or any part of the common areas, timely written notice shall be given to the institutional holder of any first mortgage on the damaged property.

Section 4.            Condemnation. In the event of any condemnation or eminent domain proceedings, the Association shall give prompt notice thereof to all first mortgagees. Any first mortgagee shall have a prior claim to the proceeds of such condemnation or eminent domain proceedings.

Section 5.            Parking Facilities. So long as the Federal National Mortgage Association is the holder of any first mortgage on the property, the Association shall provide sufficient parking space to accommodate at least one automobile for each lot.

Section 6.            Easements. Any right of the Association to grant easements for utilities in similar related purposes or to transfer, release or hypothecate any of the common areas requires the approval of all holders of first mortgage liens.

Section 7.            Notice of Amendment. The Association shall give notice to first mortgage holders of any proposed action to materially amend the Declaration and Association Bylaws or to terminate any professional management of the project. Any contract for professional management must conform to the guidelines of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation at such time as those entities are holders of a first mortgage on any lot or common area.



IN WITNESS WHEREOF, this amended declaration was duly adopted in accordance with the amendment requirements on July 11, 2021, and is effective upon recording.

LAKWOOD TERRACE TOWNHOUSES ASSOCIATION



By Simon Lisiecki

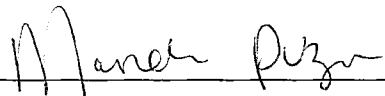
Its: President

**Acknowledgement**

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

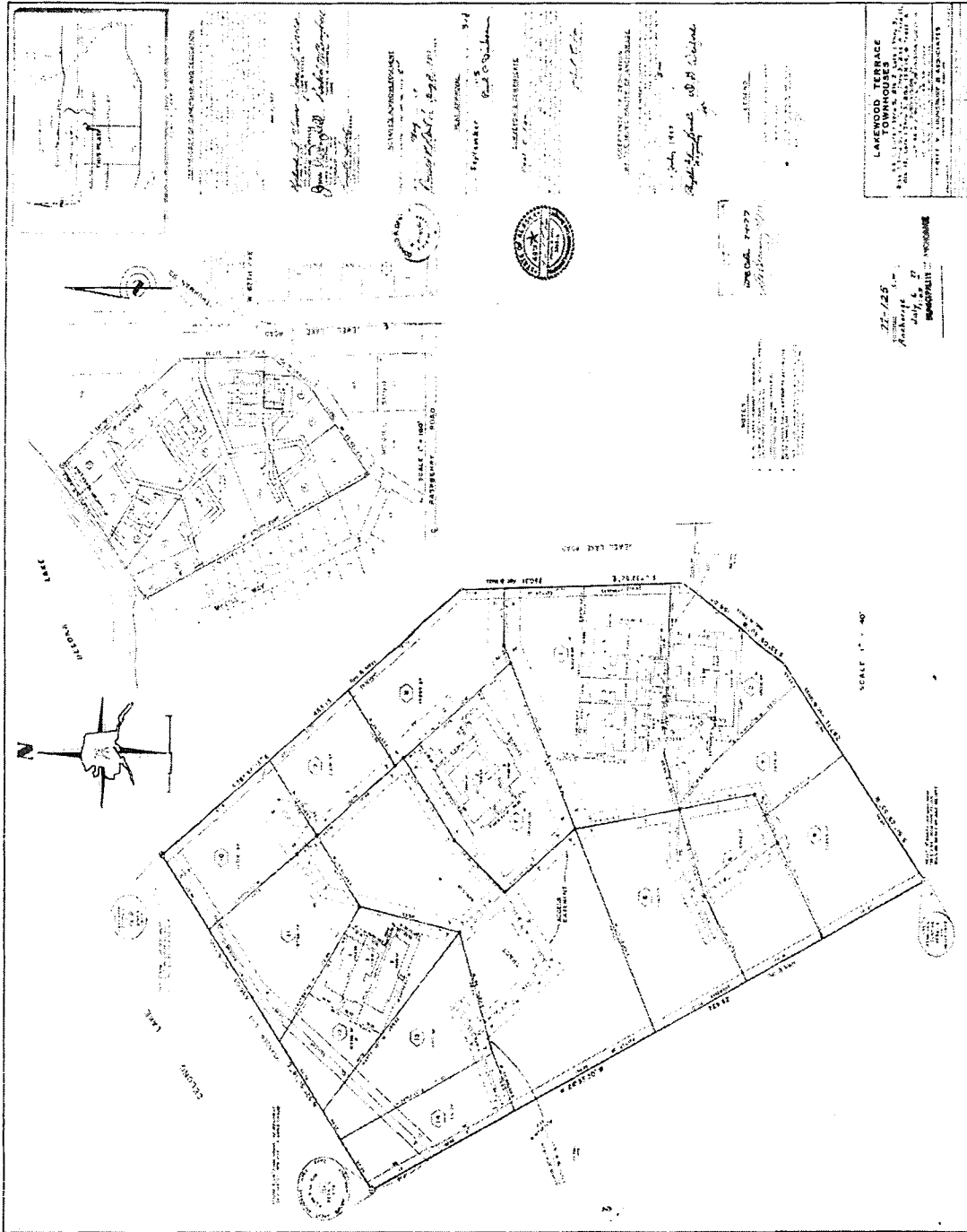
This is to certify that on this 11<sup>th</sup> day of October, 2021, before me, a Notary Public in and for the State of Alaska, personally appeared Simon Lisiecki, known to be the President of Lakewood Terrace Townhouses Association, and he acknowledged to me that he signed the foregoing instrument on behalf of Lakewood Terrace Townhouses Association for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal of the day and year last above written.

  
\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: 03/26/2021



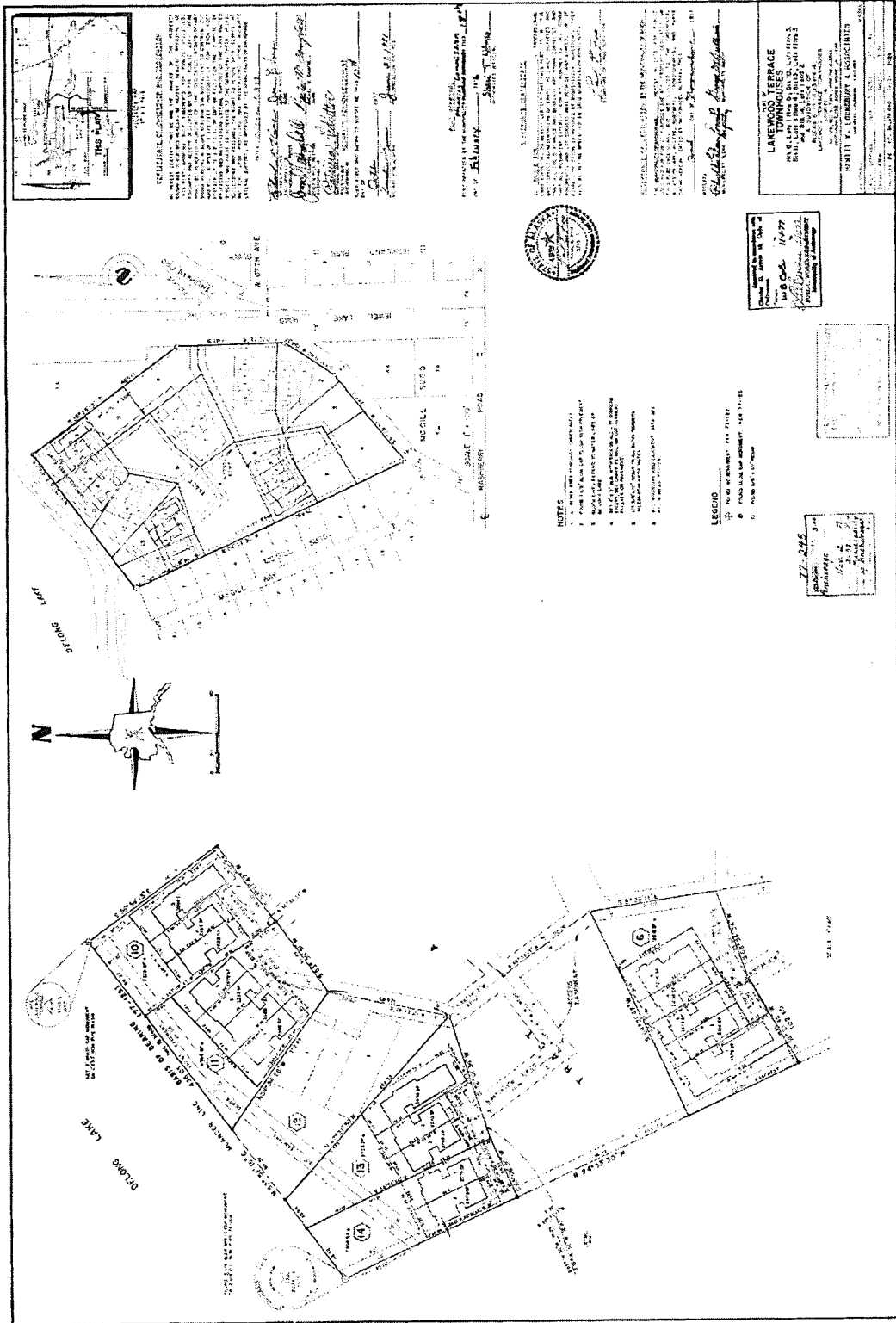
**Plat of Properties - #77-125, July 6, 1977**



77-125

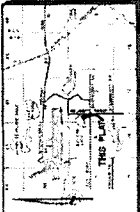


**Plat of Properties - #77-245, November 1, 1977**



(77-245)

1877223



THESE PLATS OF PROPERTY ARE HEREBY PLATED FOR RECORD IN VOUCHER NO. 116, PAGE 1, OF THE PUBLIC RECORDS OF THE COUNTY OF ALABAMA, IN THE OFFICE OF THE COUNTY CLERK, AT THE CITY OF MOBILE, ALABAMA, THIS 11TH DAY OF OCTOBER, 1977.

WITNESSED MY HAND AND SEAL OF OFFICE, AT THE CITY OF MOBILE, ALABAMA, THIS 11TH DAY OF OCTOBER, 1977.

CLERK OF THE PUBLIC RECORDS

WITNESSED MY HAND AND SEAL OF OFFICE, AT THE CITY OF MOBILE, ALABAMA, THIS 11TH DAY OF OCTOBER, 1977.

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CLERK OF THE PUBLIC RECORDS



WITNESSED MY HAND AND SEAL OF OFFICE, AT THE CITY OF MOBILE, ALABAMA, THIS 11TH DAY OF OCTOBER, 1977.

CLERK OF THE PUBLIC RECORDS

- NOTES**
1. ALL LOTS ARE TO BE PLATTED AS SHOWN.
  2. THE PLAT IS TO BE PLATTED AS SHOWN.
  3. THE PLAT IS TO BE PLATTED AS SHOWN.
  4. THE PLAT IS TO BE PLATTED AS SHOWN.
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- LEGEND**
1. ALL LOTS ARE TO BE PLATTED AS SHOWN.
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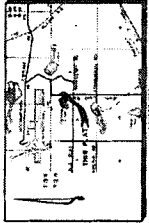
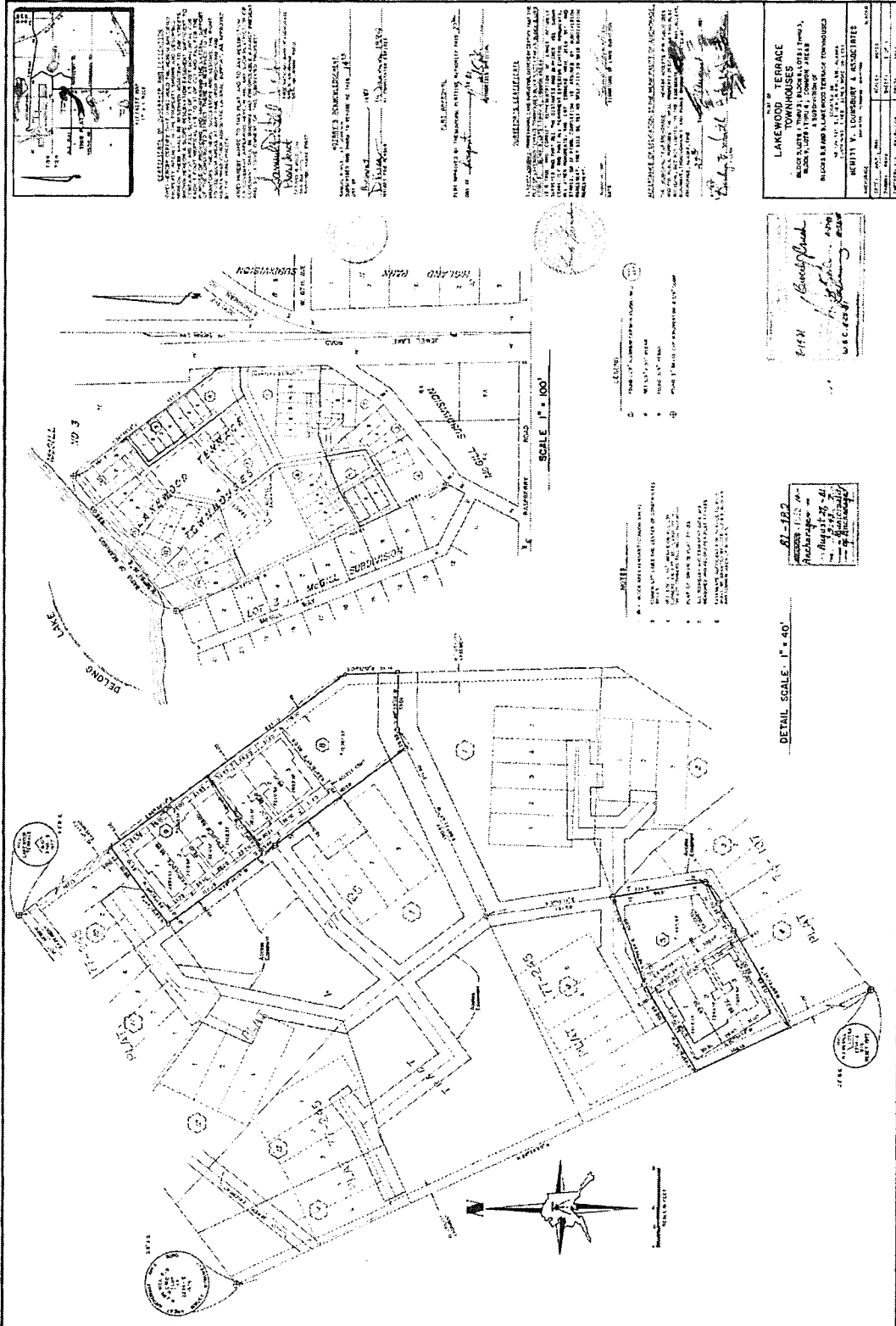
77-245  
 MOBILE, ALABAMA  
 NOVEMBER 1, 1977





**Plat of Properties - #81-182, August 27, 1981**

(81-182)FO



**STATEMENT OF PURPOSE AND DECLARATION**  
 I, the undersigned, being duly qualified to act as a surveyor in the State of Michigan, do hereby certify that the foregoing plat of properties is a true and correct copy of the original as shown to me by the owner thereof, and that the same conform to the laws of the State of Michigan relating to the recording of such plats.

**STATEMENT OF SURVEYOR**  
 I, the undersigned, being duly qualified to act as a surveyor in the State of Michigan, do hereby certify that the foregoing plat of properties is a true and correct copy of the original as shown to me by the owner thereof, and that the same conform to the laws of the State of Michigan relating to the recording of such plats.

**STATEMENT OF OWNER**  
 I, the undersigned, being duly qualified to act as a surveyor in the State of Michigan, do hereby certify that the foregoing plat of properties is a true and correct copy of the original as shown to me by the owner thereof, and that the same conform to the laws of the State of Michigan relating to the recording of such plats.

**STATEMENT OF RECORDING OFFICER**  
 I, the undersigned, being duly qualified to act as a surveyor in the State of Michigan, do hereby certify that the foregoing plat of properties is a true and correct copy of the original as shown to me by the owner thereof, and that the same conform to the laws of the State of Michigan relating to the recording of such plats.

<b>PLAT OF</b>	
<b>LAKWOOD TERRACE</b>	
<b>TOWNHOUSES</b>	
BLOCK 1, LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000	

1981-423



# Lakewood Terrace Townhouses Owner's Parcels and Common Area

