



## AMENDED AND RESTATED BYLAWS

OF

ASSOCIATION OF CONDOMINIUM  
OWNERS OF MT. VERNON COMMONS

## ARTICLE I

PLAN OF CONDOMINIUM OWNERSHIP

Section 1 - Name. The name of the corporation is Association of Condominium Owners of Mt. Vernon Commons, referred to as the "Association". The principal office of the Association shall be located in Anchorage, Alaska.

Section 2 - Bylaws Applicability and Membership. The provisions of these Bylaws are applicable to the Common Interest Community (hereinafter "Community") known as MT. VERNON COMMONS, located at Anchorage, Alaska, as identified in Plat No(s). 74-237, 75-155, and 76-35 and the Second Restated Declaration of Mt. Vernon Commons (hereinafter "Declaration") recorded under document no. 2018-032286-0, Anchorage Recording District, Third Judicial District, State of Alaska. (The term "Community" as used herein shall include the land, the structures and the improvements thereon.) All Owners of Units in the Community shall be members of the Association. The membership of each Unit Owner shall terminate when he or she ceases to be a Unit Owner and upon the sale, transfer or other disposition of his or her Unit, his or her membership in the Association shall automatically be transferred to the new Unit Owner.

Section 3 - Personal Application. All present or future Unit owners, tenants, guests, invitees, or their employees or any other person who might use the facilities of the Community in any manner, are subject to the regulations set forth in these Bylaws and in the recorded Declaration, as well as all rules and regulations of the Association.

The mere acquisition or rental of any of the Units in the Community, or the mere act of occupancy of any of the Units will signify that these Bylaws are accepted, ratified, and will be followed.

## ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1 - Voting. Each unit (excepting any Unit with assessment delinquency exceeding thirty days) is entitled to one equal vote in accordance with the Declaration. In the case of a Unit owned by a corporation, business trust, partnership or similar entity, the vote may be

cast by any officer, executor, guardian, trustee, general partner or other person designated by the owner. The person presiding at the meeting may require reasonable evidence that a person voting on behalf of such entity is authorized to do so. In the event a Unit is owned by more than one person, those persons owning the Unit must act unanimously to cast the vote allocated to that Unit. Any co-owner may cast the Unit vote in the absence of protest by the remaining co-owner(s).

Section 2 - Majority of Owners/Majority of Those Present. As used in these Bylaws, the term "majority of owners" shall mean those owners holding fifty-one percent (51%) of the votes in the Community. The term "majority of those present" shall mean those owners holding fifty-one percent (51%) of the votes represented at any meeting where a quorum is established.

Section 3 - Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of owners holding thirty percent (30%) of the votes in the Community shall constitute a quorum.

Section 4 - Proxies. Votes may be cast in person or by proxy. Proxies must be signed, dated, and filed with the Property Manager/Secretary before the appointed time of each meeting. A proxy is not valid after 11 months from its date of execution unless otherwise provided in the proxy. A Unit Owner may revoke a proxy given under this section only by actual written notice of revocation to the person presiding over meeting of owners.

### ARTICLE III

#### ADMINISTRATION

Section 1 - Association Responsibilities. The members shall have the responsibility of electing an Executive Board in accordance with the provisions of Article IV of these Bylaws and the governing documents of the Association. Except as otherwise provided, decisions and resolutions of the members shall require approval by a majority of those present at any meeting where a quorum is established.

Section 2 - Place of Meetings, Electronic Meetings. Meetings of the Unit Owners shall be held at a suitable place convenient to the Unit Owners, as designated by the Executive Board or the President. Unit Owners may attend a meeting of the Unit Owners by remote communication, including but not limited to conference telephone or other electronic communication equipment, by means of which all persons participating in the meeting can simultaneously hear each other. Participation in a meeting held by remote communication shall constitute presence in person at the meeting for all purposes, including establishing a quorum and voting. The Board of Directors may, in its sole discretion, determine procedures for electronic meetings and provide instructions for participation and voting at any such remote meetings.

Section 3 - Annual Meetings. The annual meetings of the Association shall be held at such time as established by the Executive Board. At such meetings, there shall be elected by ballot of the Unit Owners an Executive Board in accordance with the requirements of Section 5 of Article IV of these Bylaws. The Unit Owners may transact any such business of the Association as may properly come before them.

Section 4 - Special Meetings. It shall be the duty of the President to call a special



meeting of the Unit Owners as directed by the Executive Board or upon receipt of a petition signed by Unit Owners holding twenty-five percent (25%) of the votes in the Community. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice, unless by unanimous consent of the owners present, either in person or by proxy.

Section 5 - Notice of Meetings. It shall be the duty of the Property Manager/Secretary to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each Owner of record, at least ten (10), but not more than fifteen (15), days prior to such meeting. The Property Manager/Secretary shall post notice at the clubhouse. Personal delivery or leaving notice at the Unit Owners' residence or usual place of business shall also be acceptable forms of delivery. Each Unit Owner is responsible for providing the Association with a correct address and updating same as needed, and Notice mailed or delivered to the address on file with the association shall be considered notice served.

Section 6 - Adjourned Meetings. If any meeting of Unit Owners cannot be organized because a quorum has not attended, the Unit Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than twenty-four (24) hours nor more than thirty (30) days from the time the original meeting was called, without any further notice other than announcement at the meeting. At any such adjourned meeting where a quorum is established, any business may be transacted which might have been properly transacted by a quorum at the meeting originally called.

Section 7 - Order of Business. The order of business at all meetings of the Owners of Units shall be as follows: (a) roll call; (b) proof of notice or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of Directors (at the annual meeting only); (g) unfinished business; and (h) new business.

Section 8 - Action Without Meeting. Any action, which under the provisions of the Alaska Statutes may be taken at a meeting of the Unit Owners, may be taken without a meeting if authorized by a writing signed by all of the Unit Owners who would be entitled to vote at a meeting for such purpose, and filed with the Property Manager/Secretary.

#### ARTICLE IV

##### EXECUTIVE BOARD

Section 1 - Number and Qualification. The affairs of the Association shall be governed by an Executive Board composed of not less than three (3) nor more than seven (7) persons (with the number established by the Executive Board from time to time following Notice and Comment), each of whom shall be the sole Owner or co-Owner of record of a unit in the Association and whom shall not be delinquent in payment of any assessments owed the Association.

Section 2 - Powers and Duties. The Executive Board shall have the following powers and duties:

- (a) To elect the officers of the Association as hereinafter provided.



- (b) To administer the affairs of the Association and the Community.
- (c) To engage, if desired and subject to the provisions of the Declaration, the services of a Manager, who shall manage and operate the Community and the common elements thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Executive Board may approve.
- (d) To formulate policies for the administration, management and operation of the Community and the common elements thereof. These policies may be adopted by the Board.
- (e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Community and the common elements, and to amend such rules and regulations from time to time. These rules shall be adopted by the Board.
- (f) To provide for the maintenance, repair and replacement of the common elements, and payments therefor, and to approve payment or to delegate to the Property Manager.
- (g) To hire and discharge employees, agents and independent contractors, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair; administration, management and operation of the Community and the common elements, and to delegate any such powers to the Property Manager (and any such employees or other personnel who may be the employees of the Property Manager).
- (h) To adopt the amount of the annual budget and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such expenses.
- (i) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a Majority of Unit Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners.
- (j) To appoint committees of members of the Association to overlook and assist in the day-to-day operations of the Community, without any executive powers, specifically in respect to items such as maintenance, security, and beautification.
- (k) To exercise all other powers and duties of the Executive Board or the Association of owners, as referred to in the Uniform Common Interest Ownership Act (AS 34.08) as enacted by the State of Alaska.

Section 3 - Other Duties. In addition to duties imposed by these Bylaws, or by the governing documents of the Association, the Executive Board shall be responsible for the following: (a) care and upkeep of the Community and the common elements; (b) collection of all assessments from the Unit Owners; and (c) designation and dismissal of the personnel necessary for the maintenance and operation of the Community, the common areas and facilities of the Association.

Section 4 - Management Agent. The Executive Board may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in



Section 3 of this Article.

Section 5 - Election and Term of Office. To assure continuity on the Executive Board, the term of office of the Directors will be staggered, and shall serve three-year terms. If more Board seats are up for election than would normally turn over due to vacancies, the members elected with the most votes will fill the three (3) year seats. The other open seat(s) will be filled with member(s) elected with the next most votes for the remaining year(s) associated with those seats. The new term begins at the adjournment of the annual meeting.

Section 6 - Books, Audit. The Executive Board shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles, and at no greater than annual intervals, shall obtain an independent audit of such books and records. A copy of each such audit shall be delivered to any member of the Association within thirty (30) days after the completion of such audit, upon written request from such member.

Section 7 - Vacancies. Vacancies in the Executive Board caused by any reason, other than the removal of a Director by a vote of the Association, shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 8 - Removal of Director. At any regular or special meeting duly called, any one or more of the Directors may be removed, with or without cause, by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created for the remainder of the term. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

Section 9 - Organization Meeting. The first meeting of the elected Executive Board shall be held immediately after the annual meeting and no notice shall be necessary to the elected Director(s) in order to legally constitute such meeting, provided a majority of the whole Board shall be present.

Section 10 - Regular Meeting. Regular meetings of the Executive Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least quarterly meetings shall be held during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each Director, personally, by mail, text, telephone, e-mail or facsimile, at least three (3) days prior to the day named for such meeting.

Section 11 - Special Meetings. Special meetings of the Executive Board may be called by the President upon at least eight (8) hours' notice to each Director, given personally, by text, telephone, e-mail or facsimile, which notice shall state the time, place and purpose of the meeting. Special meetings of Executive Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

Section 12 - Location of Meetings, Electronic Attendance. All meetings of the Executive Board shall be held at a suitable place convenient to the Executive Board, as may be determined by the Executive Board or the President. Directors may attend any meeting of the Executive Board by remote communication, including but not limited to conference telephone or



other electronic communication equipment, by means of which all persons participating in the meeting can simultaneously hear each other. Participation in a meeting held by remote communication shall constitute presence in person at the meeting for all purposes, including establishing a quorum and voting. The Board of Directors may, in its sole discretion, determine procedures for electronic meetings and provide instructions for participation and voting at any such remote meetings.

Section 13 - Waiver of Notice. Before or at any meeting of the Executive Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him or her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 14 - Executive Board Quorum. At all meetings of the Executive Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at meeting at which a quorum is present shall be the acts of the Executive Board. If, at any meeting of the Executive Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting where a quorum is established, any business may be transacted which might have been properly transacted by a quorum at the meeting originally called.

Section 15 - Action Without Meeting. The Directors shall have the right to take any emergency action in the absence of a meeting. Any such action, if approved by a majority of the Directors at the next meeting, shall have the same effect as though taken at a meeting of the Directors. The Director or Directors shall present a written report at this meeting describing the circumstances leading to an outcome of the action taken.

If all the Directors consent in writing to any action taken or to be taken by the Association, and the number of the Directors constitutes a quorum, that action shall be a valid corporate action as though it had been authorized at a meeting of the Executive Board. The Secretary shall file these consents with the minutes of the meetings of the Executive Board.

Section 16 - Fidelity Bonds. The Executive Board shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. If required, the premiums on such bonds shall be paid by the Association.

## ARTICLE V

### OFFICERS

Section 1 - Designation. The principal officers of the Association shall be a President and Secretary-Treasurer, both of which shall be elected by the Executive Board. The Directors may appoint separate individuals to serve as Secretary and Treasurer, may appoint a Vice President, may appoint an Assistant Secretary and/or Assistant Treasurer, and may appoint such other officers as in their judgment may be necessary.

Section 2 - Election of Officers. The officers of the Association shall be elected by the Executive Board at its annual meeting and shall hold office at the pleasure of the Board.



Section 3 - Removal of Officers. Upon an affirmative vote of a majority of the members of the Executive Board, any officer may be removed from their titled Officer position (not board member position), either with or without cause, and his or her successor elected at any regular meeting of the Executive Board, or at any special meeting of the Board called for such purpose.

Section 4 - President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Executive Board. He or she shall have all of the general powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the power to appoint committees from among the Owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5 - Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable act. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Executive Board.

Section 6 - Secretary. The Secretary shall keep the minutes of all meetings of the Executive Board and the minutes of all meetings of the Association. These duties may be delegated to the Property Manager. If neither the President nor the Vice President is able to act, the Secretary shall take the place of the President and perform his or her duties on an interim basis.

Section 7 - Treasurer. The office of Treasurer may be combined with the office of the Secretary. The Treasurer shall have responsibility for Association fund and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Executive Board. These duties may be delegated to the Property Manager.

## ARTICLE VI

### AMENDMENTS

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

## ARTICLE VII

### MORTGAGES AND LEASES

#### Section 1 - Notice to Association.

(a) An Owner who mortgages his or her Unit shall notify the Association or its Managing Agent, if any, in writing, of the name and address of the mortgagee; and the Association shall maintain such information in order to comply with the requirements in the Declaration for giving notice to mortgagees. Any such Owner shall notify the Association as to the release or



discharge of any such mortgage.

(b) An Owner who leases his or her Unit shall notify the Association or its Managing Agent, if any, that he or she has leased his or her Unit and shall provide a copy of the lease, the name and address of the tenant(s), and the license plate(s) of the tenant(s) vehicles. The Owner is also responsible for relaying copies of the Declaration, Bylaws and House Rules of the Association to his or her tenant. The terms and conditions of any tenancy will be in accordance with the aforementioned documents and, by leasing his or her Unit, the Owner acknowledges and accepts the duties and responsibilities as set forth in said documents with regard to the Leasing of a Unit.

Section 2 - Notice of Unpaid Assessments. The association shall, at the request of a mortgagee of a Unit, report any unpaid assessments due from the Owner of such Unit.

## ARTICLE VIII

### CONSTRUCTION OF TERMS

The following terms, as used in these Bylaws, shall have the same definitions as are applied to such terms in the Declaration: "Community", "Condominium", "Common Elements", "Unit", "Owner", "Mortgage" and "Mortgagee".

## ARTICLE IX

### APPLICABLE LAW

In case any of these Bylaws conflict with any provisions of the laws of the State of Alaska, such conflicting Bylaw shall be null and but all other Bylaws shall remain in full force and effect.

## ARTICLE X

### RULES OF CONDUCT

The rules of conduct of the members of the Association are more fully set forth in the governing documents of the Association, which are intended to be used to set in place rules governing the conduct of Association members in such a way that all aspects of community life are addressed and dealt with in an orderly fashion and for the comfort and enjoyment of all Unit Owners. All Unit Owners and their tenants, guests and invitees are bound by the rules of conduct set forth in the governing documents.

## ARTICLE XI

### INDEMNIFICATION

The Association shall indemnify every Director and officer, and his or her executors and administrators, against all expenses reasonably incurred by or imposed on him or her in connection with any action, suit or proceeding to which he or she may be made party by reason of being or having been a Director or officer of the Association, except in relation to matters as to which he or she shall be finally adjudged in such action, suit or proceeding to be liable for



negligence or misconduct; and in the absence of such final adjudication, indemnification shall be provided only in connection with such matters as to which the Association is advised by its legal counsel that the person to be indemnified committed no such breach of duty. The foregoing right of indemnification shall not be exclusive of any other rights to which such person may be entitled.

DATED this 29 day of July, 2021.

ASSOCIATION OF CONDOMINIUM OWNERS OF  
MT. VERNON COMMONS

By:   
Its: Secretary

CERTIFICATE OF SECRETARY/TREASURER

The undersigned, does hereby certify that:

1. I am the duly elected and acting Secretary of ASSOCIATION OF CONDOMINIUM OWNERS OF MT. VERNON COMMONS an Alaska Non-Profit Corporation; and

2. The foregoing Bylaws constitute the Bylaws of the corporation duly adopted in accordance with Article XIII of the Second Restated Declaration of Mt. Vernon Commons, by a vote of at least two-thirds of the members of the Executive Board, following Notice and Comment to all Unit Owners, at a meeting called for such purpose held on June 14, 2021.

3. Furthermore, Article IV, Section 5 of these Bylaws was duly adopted by the Unit Owners in accordance with Article III, Section 1 of the previous Amended and Restated Bylaws dated February 20, 2007, by a vote of a Majority of Those Present at a meeting called for such purpose held on June 14, 2021.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 29 day of July, 2021.

(SEAL)

  
Secretary/Treasurer

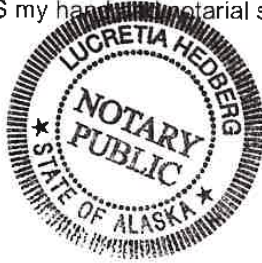
*William E Westover*



State of Alaska )  
 ) ss.  
Third Judicial District )

THIS IS TO CERTIFY that the foregoing instrument was acknowledged before me on this 27 day of July, 2021, by, William Westover, the Secretary of Association of Condominium Owners of Mt. Vernon Commons, an Alaska corporation, on behalf of the corporation.

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



Lucretia Hedberg  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: 8/23/22

RECORD IN THE ANCHORAGE RECORDING DISTRICT

After recording, return to:

Mt. Vernon Commons  
3705 Arctic Blvd. #383  
Anchorage, AK 99503



# ASSOCIATION OF CONDOMINIUM OWNERS OF MT VERNON COMMONS

## House Rules

September 1, 2023 Revision

To maintain the high standards our neighborhood has, the Association of Condominium Owners of Mount Vernon Commons (MVC) has adopted these House Rules. The intent is to establish expectations which apply, without discrimination, to all residents. Residents can maximize their enjoyment of this unique community by being respectful and courteous to neighbors. Unit Owners and all occupants are expected to be familiar with and abide by all House Rules.

### DUES

Dues for the Association are due on the first day of the month and become delinquent on the 11th day, at which time late fees will accrue. All accounts over 90 days delinquent will be forwarded to the Association's attorney for collection. All fees and costs will be assessed to the owner's account and constitute a lien on the property until the homeowner's account is brought current.

### 1. PURPOSE OF USE

- a. Each Unit is restricted to residential purposes for single-family occupancy. Home business pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash, or storage are allowable if no signage is used and such activities are not externally evident. Daycare use, temporary housing rentals, subleasing, or subdivision is not permitted.
- b. Residents must allow reasonable access to their Unit when necessary to maintain other Units or common elements. In case of emergency, the Board or management company may authorize entry without notice, regardless of whether the owner/resident is present.
- c. MVC is not responsible for personal property or interior Unit damage that may occur, even when the cause originates from the common elements (for example, a roof leak does not obligate the association to repair/replace anything but the roof incidental/consequential damages, such as flooring or painting, remain the Unit Owner's responsibility.) **Owners are strongly encouraged to purchase insurance covering their unit interior and personal property.**
- d. Each owner shall be liable to MVC for damage to the common elements caused by the negligence of an owner/resident or their guest/visitor. Cost of repair for damage per violation.

## 2. LEASING OF UNITS

1. Any Owner permitting another party to occupy their unit as a rental shall use a written lease that requires compliance with the Declaration, Bylaws, and House Rules as an occupancy condition. Unit Owners may not lease less than the entire unit or rent for less than six months, without exception.
2. An Owner must provide to the management company a signed Tenant Information Form, signed copy of the lease, a signed acknowledgement that they have received and reviewed the most current version of the House Rules within five (5) business days of signing a rental agreement.
3. Each Unit Owner is responsible for the actions of their guests/tenants/occupants. A copy of these rules shall always be maintained at all units occupied by tenants/renters. Fines, if necessary, are levied against the Unit Owner rather than the tenant.
4. A and B do not apply to owner-occupied units with roommates.

## 3. CONDUCT

- a. All owners and occupants are expected to conduct themselves in a respectful and courteous manner towards each other, management, and vendors.
- b. Unit Owners/occupants of MVC are encouraged to settle differences between themselves. If not resolved, they should contact management directly or by completing the Homeowner Feedback Form (which can be found on the website management company's [website](#)). The information provided will be shared with both the Association Manager and Board of Directors.
- c. All potential violations should be reported to the management company.
- d. Each Unit Owner must have current contact information on file with the management company for use in an emergency.
- e. Unit Owners/occupants shall considerate their neighbors by observing quiet hours between 10:00 PM and 7:00 AM and shall comply with the Anchorage Municipality's noise control ordinances. Residents must curtail activities inside and outside of their units that cause disturbances.
- f. No illegal, noxious, or offensive activity shall be allowed within the common elements which constitute an annoyance or nuisance to another resident. Owners/occupants are responsible for residents, family members, employees, agents, visitors, or licensees. They shall not cause or permit any activity such as persons that interfere with the rights, comforts, or convenience of others.
- g. The trails and pathways on MVC property are intended for pedestrian use. Bicycles, rollerblades, scooters, skates, and skateboards are subject to pedestrian right of way. Bicycles may not be ridden on lawns.

- h. Personal property such as toys, bikes, and lawn furniture shall not be left outside units (common areas) except when in actual use under proper supervision.
- i. Barbecue grills are allowed for use: open flame grill, gas or charcoal use must be on a non-combustible surface and 10 feet away from any structure. Electric grills may be used anywhere.
- j. No portable outdoor fireplaces are allowed.
- k. Residents shall not feed any wildlife or birds in or on any Common Area or roof, except while using a bird feeder.

#### 4. STORAGE

- a. Explosive or illegal products shall not be kept on the premises. Flammable materials must be stored according to the manufacturer's instructions and Anchorage Municipal Code.
- b. Storage in carports is limited to operable vehicles and stacked firewood, along with a rowboat, canoe, or similar water vehicle that may be suspended from the carport ceiling.
- c. Storage of garbage containers is not allowed in carports except for end ranch-style units. The end ranch-style units may store one covered garbage container, and one covered recycle container provided by the Association's current waste management company.
- d. One small table not to exceed 24 inches square may also be placed next to the door in the carport of an end ranch-style unit.

#### 5. VEHICLES

**Definition of a recreational vehicle:** A vehicle designed for recreational use, including but not limited to a motorhome, campers, ATVs, watercraft, and trailers.

**Definition of designated parking space:** Each unit has four parking spaces, one garage space, one carport space, one space adjacent to the garage, and one space adjacent to the carport not to exceed 20 feet in length.

- a. Operating motorized vehicles (with internal combustion engines) are prohibited on all off-street areas such as trails, pathways, and landscaped areas, including common ground.
- b. Vehicles may not be revved anywhere within the property, and drivers shall use extreme care to minimize noise. Vehicle radios must be kept at a volume where sound cannot be heard outside the vehicle.
- c. The maximum speed on the streets within Mount Vernon Commons is always limited to 10 mph.

- d. Recreational vehicles must be stored in the garage and or carport parking space except between April 15 and the first snowfall (during this time, recreational vehicles may be kept in any of the units for designated parking spaces).
- e. Parking is only permitted within the unit's four designated parking spaces. All vehicles parked outside these designated areas will be fined and/or towed.
- f. Major vehicle repairs, which could involve oil, grease, or other flammable materials, may not be performed anywhere on MVC property. In case of spills by a resident or their guest, it shall be cleaned up within 48 hours at their expense.
- g. Vehicles that are inoperable (other than a flat tire or dead battery) must be stored in the garage. Inoperable vehicles not stored in the garage within 48 hours of receiving a violation letter will be towed at the vehicle owner's expense.
- h. The Mount Vernon guest parking lot(s) is open from 7:00 AM to 12:00 midnight. No overnight parking is allowed unless prior approval is received or there is an emergency.

## 6. ANIMALS

To ensure all Unit Owners/occupants can enjoy the property, pet owners are reminded that they are **always** responsible for their pets.

- a. Pet owners will control their animals to avoid noise, odor, threat, or other nuisances. The Board may enforce sanctions on the owner of any pet deemed to be causing a nuisance to others.
- b. All pets must be leashed and or caged when in any Common Area. All animals must be attended to when outside the unit walls/courtyard.
- c. All pet owners must immediately clean up after their pets in common areas. Feces shall be disposed of in a sanitary fashion to avoid creating health hazards.
- d. If any pet belonging to a Unit Owner/occupant bites or aggressively attacks a person or other animal on MVC property, the pet owner shall be shall immediately make a report of the incident to Animal Care and Control at the Municipality of Anchorage, advise the Association Manager of such a report, and forward a copy of that report to the Association.

## 7. UPKEEP AND ALTERATIONS

- a. Owners must maintain their units, garages, and Limited Common Elements in good order and repair. This includes the courtyards and patios' visible areas impacting other homes. Garage doors shall remain closed when not in active use.
- b. Trees in courtyards must be at least 15 feet from the roofline and chimney tops and five feet from the building/common elements. Trees must be cut back yearly to be within these guidelines. Trees are not allowed in the end unit patios.

- c. Internal structural alterations are only allowed with written Board approval. Work must be performed by a properly licensed, bonded, and insured contractor. Refer to Modification Guidelines for specifics.
- d. Structural, electrical, or plumbing alterations may require a municipal permit. Alterations affecting structural integrity, common utilities, or involving excessive noise levels or noxious odors will be closely scrutinized. They will require detailed plans and municipal permits in addition to prior approval of the Board. Please submit your written proposals to the management company for Board consideration at least one month before initiation of work.
- e. Owners are responsible for hired/volunteer worker compliance (on their own unit) with these rules, especially quiet hours, vehicle parking, materials delivery and storage, removal and disposal of trash and debris, and cleaning of Common Elements.
- f. Owners/occupants are not permitted to alter, penetrate, or affix any items to the Common Elements except as approved by the Board of Directors. Homeowners are responsible for any damage created.
- g. Outside installation such as antennas, basketball hoops, other sports equipment (even if portable), air conditioners, etc., is prohibited unless otherwise approved by the Board. Installation of satellite dishes requires approval from the Board.
- h. Advertisements, posters, or signs (e.g., political, etc.) may not be displayed in, on, or from units or Common Areas. "For Sale" or "For Rent" signs may only be displayed from inside the front window and or on the front of the garage.
- i. Curtains, drapes, blinds, shades, or clear or frosted adhesive film are the only allowable window coverings. Sheets, blankets, flags, aluminum foil, paper, etc., are not permitted.
- j. No rugs, garments, or materials are to be shaken or hung from windows or balconies.
- k. Courtyards, patios, porches, and balconies must be neat and uncluttered. Seasonal decorations must be removed promptly. Dead/dying flowers or plants must be removed from planter boxes. Pet waste must be removed as soon as reasonably possible.
- l. Garbage containers will be placed at the white line for pick-up no earlier than 3 PM the day before pick-up; containers must be removed no later than 10:00 PM on the day of pick-up. Unit Owners/Occupants are only allowed one garbage container as provided by the waste management company. Unit Owners/Occupants may have an additional recycling container if the waste disposal company provides it. All garbage must be contained inside the closed garbage container provided by the waste disposal company. Any additional fees for excess trash charged by the waste disposal company will be billed to the Unit Owner. If trash must be manually picked up by the management company, the Unit Owner will be charged for the fees incurred by the

Association (in addition to a possible fine).

- m. Garage sale dates, if any, will be set by the Board of Directors. No other garage sales are permitted without written Board approval.
- n. Maintenance, repairs, or a replacement of all limited common elements are defined in Exhibit B of the Second Restated Declaration of Mount Vernon Commons are the owner's responsibility. The Board must approve replacements (or any exterior change). Repairs must be initiated within one week of damage and completed within 30 days, or MVC may repair and bill the owner, including a fine. Refer to the Modification Guidelines.

## 8. LANDSCAPING

The Landscaping Committee's purpose is to work with MVC management and Unit Owners to maintain the property's grounds in a manner that enhances the value of the property, remedies current and future problems, and assists in maintaining pride of ownership. The specific guidelines below are to allow owners and tenants to maintain their public Common Area gardens expressing their individuality while keeping them looking nice and reducing maintenance costs. The below guidelines refer to the front of buildings, not individual patio or courtyard areas.

- a. The Association's existing rock border may not be removed or altered except as below. Flower planters may be placed on the rock border but must be removed before the first snowfall.
- b. Any Unit Owner wishing to create or increase the size of their current flower bed may increase it to no more than 36 inches from the building, including the border. These changes require Board approval except for those gardens already existing as of the date of the approval of this document.
- c. Edging material or border is required to separate the garden from the grass. It must have a defined edge to facilitate easy mowing. Rocks and pavers as edging are not allowed. Edging material must be suitable to keep the ground cover plants from spreading into the grass. Any other material and edging style are permitted, although decorative cement is encouraged. Edging must be properly installed and maintained. Any damage to edging material by mowers is the responsibility of the Unit Owner.
- d. If a flower bed creates a backsplash of mud onto the wall, the owner is required to clean the wall.
- e. Unit Owners must use support materials like tomato cages or fencing to keep plants off the grass.
- f. Planters, decorations, etc., shall be maintained within the flower beds or on the front porch or steps. Nothing shall be left on the lawn or individual sidewalks.

- g. A limit of two hanging plants may be placed, one each, on either side of the carport or garage. Actively maintained ground planters may be placed within the unit parking space and must be removed by the first snowfall.
- h. The flower beds are Common Elements; however, an owner may choose to maintain their flower bed at their expense. No flower beds shall be left unmaintained. If a Unit Owner does not wish to preserve an existing flower bed, the Board or management company may have a matching rock border installed by the Association at the owner's expense. Debris from cleaning the flowerbed must be immediately removed: the landscape vendor is not responsible for picking up flowerbed debris left on the grass by a resident.
- i. Raspberries and trees are not allowed in the flower beds in the Common Areas. Lilac bushes that exist as of May 2013 may be kept in flower beds; they may be removed at the Association's expense for the Unit Owner's request. They must be kept trimmed not to damage the siding or interfere with people using the sidewalk; the individual homeowner is responsible for trimming them, or they will be removed at the Association's expense. No new lilacs are allowed to be planted in the flower beds.
- j. No planting of any kind is allowed in the Common Areas outside an existing flower bed area without prior Board approval.

## **9. COMMON HOUSE**

- a. The common house is available for recreational and social purposes for the benefit of MVC Unit Owners at a reasonable rental rate. Activities open to all Unit Owners may have fees waived with prior approval. Please contact the management company for a rental agreement.
- b. The Commons House is available for rent to outside entities. Non-partisan functions will be allowed.

## **10. VIOLATION/FINE DUE PROCESS PROCEDURE**

The Board and the management company will enforce the House Rules, in addition to the provisions of the Declaration and Bylaws, with minimum fines of \$50 per violation. Minor and correctable violations will, at the Manager's or Board's discretion, be enforced with a verbal or written warning to the Unit Owner. More serious violations will be enforced with a fine according to the schedule of fines set out below. Ongoing, recurring, or intentional violations will result in progressively severe fines, which will be levied at the discretion of the Board.

Notice and hearing shall be given to the Unit Owner in accordance with the declaration before fines are levied, using the attached form or a reasonable substitute. The Association may institute legal proceedings or take action to correct violations (i.e., repairs, restoration, vehicle towing, etc.) and may assess all associated costs to the violating Unit Owner. If the Association retains legal counsel to enforce the Rules, Declaration, or Bylaw provisions, those legal costs will be assessed against the Unit Owner.

Fine Levels: Fines are increased for subsequent violations. The right is reserved to impose a higher fine for excessive and/or severe violations. The cost of remediation in addition to fines can be imposed.

|                      |       |
|----------------------|-------|
| 1 <sup>st</sup> Fine | \$50  |
| 2 <sup>nd</sup> Fine | \$100 |
| 3 <sup>rd</sup> Fine | \$150 |
| 4 <sup>th</sup> Fine | \$200 |
| 5 <sup>th</sup> Fine | \$250 |



**SECOND RESTATED DECLARATION OF**  
**MT. VERNON COMMONS**  
**(AS 34.08.060)**

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**SECOND RESTATED DECLARATION FOR  
MT. VERNON COMMONS**

**PREAMBLE**

This declaration affects property identified as Mt. Vernon Commons in Anchorage, Alaska. The entire development was originally constructed as a leasehold interest condominium under the Horizontal Property Regimes Act (AS 34.07) applicable to developments at that time. The condominium association later purchased the fee simple interest from the landlord and conveyed same to each individual owner. This Second Restated Declaration thus amends and entirely supersedes all prior documents, including the Restated Declaration previously recorded February 28, 2007 under Document Reception No. 2007-012603-0, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

**ARTICLE I - Definitions**

In this document, the following words and phrases shall have the following meanings:

Section 1.1 - Act.

The Uniform Common Interest Ownership Act, AS 34.08, as it may be amended from time to time.

Section 1.2 - Allocated Interests.

The undivided interest in the Common Elements, and the Common Expense liability. The Allocated Interests are described in Article VIII of this Declaration and are shown on Exhibit "A."

Section 1.3 - Association.

ASSOCIATION OF CONDOMINIUM OWNERS OF MT. VERNON COMMONS, a non-profit corporation organized under Chapter 10.20 of the statutes of the State of Alaska. It is the Association of Unit Owners pursuant to AS 34.08.310 and AS 34.08.990(3).

Section 1.4 - Bylaws.

The Bylaws of the Association, as they may be amended from time to time. The Bylaws and any amendments to the Bylaws must be recorded in the property records.



Section 1.5 - Common Elements.

Each portion of the Common Interest Community other than a Unit as defined herein and as more fully described in Section 5.1.

Section 1.6 - Common Expenses.

The expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves. These include, without limitation:

(a) Expenses of administration, maintenance, repair or replacement of the Common Elements;

(b) Expenses declared to be Common Expenses by the Governing Instruments or by the Act;

(c) Expenses agreed upon as Common Expenses by the Association; and

(d) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association or for which the Association has maintenance or repair responsibilities.

Section 1.7 - Common Expense Liability.

The liability for common expenses allocated to each unit under AS 34.08.150.

Section 1.8 - Common Interest Community.

The real property subject to the Declaration for MT. VERNON COMMONS. Pursuant to AS 34.08.990(7), persons subject to the Declaration, by virtue of ownership of a unit, are obligated to pay for Common Expenses of other real estate described in the Declaration.

Section 1.9 - Declaration.

This document, including any amendments.

Section 1.10 - Director.

A member of the Executive Board.

Section 1.11 - Governing Instruments.

The Declaration, Plat and Plans which have been recorded and filed, the Articles of Incorporation which have been filed and Bylaws which have been recorded and filed,



and the Rules, if any, as they may be amended from time to time. Any exhibit, schedule, or certification accompanying a Governing Instrument is a part of that Governing Instrument.

Section 1.12 - Eligible Insurer.

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

Section 1.13 - Eligible Mortgagee.

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

Section 1.14 - Executive Board.

The board of directors of the Association, designated to act on behalf of the Association pursuant to AS 34.08.330.

Section 1.15 - Floor Plans.

Those floor plans on file in the office of the Recorder, Anchorage, Alaska as Plat No. 74-237 (Phases I & II), Plat No. 75-155 (Phases III & IV), and Plat No. 76-35 (Phase V) as may be from time to time amended.

Section 1.16 - Improvements.

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

Section 1.17 - Limited Common Elements.

The portion of the Common Elements allocated for the exclusive use of one or more but fewer than all the unit owners by the Declaration or by operation of AS 34.08.100(2) or AS 34.08.100(4). Limited Common Elements are described in Section 5.2 of this Declaration.



Section 1.18 - Majority or Majority of Unit Owners.

The owners of more than 50% of the votes in the Association, as described in Section 8.2 of this Declaration.

Section 1.19 - Manager.

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

Section 1.20 - Notice.

The procedure by which the Association shall notify the Unit Owner of proposed action or changes in rights held by the Unit Owner, pursuant to Section 21.1 of this Declaration.

Section 1.21 - Notice and Comment.

The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 21.2 of this Declaration.

Section 1.22 - Notice and Hearing.

The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 21.3 of this Declaration.

Section 1.23 - Person.

An individual, corporation, limited liability company, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.24 - Property.

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

Section 1.25 - Residential Purposes.

Use by a single housekeeping unit on a non-profit basis between occupants, for dwelling or recreational purposes, or both, as described in AS 34.08.990(28).



Section 1.26 - Rules.

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

Section 1.27 - Security Interest.

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

Section 1.28 - Trustee.

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

Section 1.29 - Unit.

A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described under AS 34.08.130(a)(5).

Section 1.30 - Unit Owner.

The Person who owns a Unit. A Person owning multiple Units shall be treated as a separate Unit Owner with respect to each Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation.

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

Section 2.1 - Common Interest Community.

The name of the Common Interest Community is MT. VERNON COMMONS, a condominium regime.



Section 2.2 - Association.

The name of the Association is ASSOCIATION OF CONDOMINIUM OWNERS OF MT. VERNON COMMONS, a non-profit corporation organized under the laws of the State of Alaska.

**ARTICLE III - Description of Land**

The entire Common Interest Community is situated in the Anchorage Recording District, Third Judicial District, State of Alaska and is described as follows:

Tracts A, B, C, & D, PIEDMONT TERRACE SUBDIVISION, according to the official plat thereof, filed under Plat No. 74-251, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

**ARTICLE IV - Maximum Number of Units: Boundaries**

Section 4.1 - Maximum Number of Units.

The Common Interest Community presently consists of One Hundred Forty-Two (142) Units previously constructed in five phases. There are no reserved development rights and the Common Interest Community is no longer subject to expansion.

Section 4.2 - Boundaries.

The boundaries of each Unit are essentially the perimeter walls, floor of the lower level and ceilings of the upper level, inclusive of the sheetrock and subfloor (the adjacent Common Elements begin with the underlying wood structural members beneath the sheetrock and subfloor), in addition to the private patio, and private garage with attached carport as shown on the Plats and Floor Plans for the project and more particularly described as follows:

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

(b) Lower Boundary: The horizontal plane or planes of the undecorated or unfinished upper surfaces of the lower level floor bearing structure surfaces, beams and joists, extended to an intersection with the vertical perimeter boundaries and open horizontal unfinished surfaces of trim, sills, and structural components.

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



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

(d) Inclusions: In addition to the above, each Unit includes the private patio, and private garage with attached carport (inclusive of all cement slabs) as depicted on the Floor Plans. Each Unit includes the spaces and improvements lying within the boundaries described in Section 4.2 (a), (b) and (c) above, and also includes the spaces and improvements within such spaces containing any space heating, water heating and air switches, wiring, pipes, ducts, conduits, smoke or carbon monoxide detector system and television, telephone, and electrical receptacles and light fixtures and boxes serving that Unit exclusively, the surface of the foregoing being the boundaries of such Unit, whether or not such spaces are contiguous. Sheetrock, carpeting, subflooring, interior painting, interior trim, windows (including trim), doors (including garage doors and trim) and thresholds are a part of each Unit.

(e) Exclusions: Except when specifically included by other provisions of this Section 4.2, the following are excluded from each Unit: The spaces and improvements lying outside of the boundaries described in Section 4.2 (a), (b) and (c) above; and all chutes, pipes, flues, ducts, wires, conduits and other facilities running through or within any interior wall or partition for the purpose of furnishing utility and similar services to other Units and/or Common Elements.

(f) Inconsistency with Plans: If any definition of boundaries is inconsistent with the Plans of the project, then this definition will control. If a Unit or Common Element encroaches on another Unit or Common Element, a valid easement for maintenance of the same shall exist.

#### **ARTICLE V - Common and Limited Common Elements**

##### **Section 5.1 - Common Elements.**

The Common Elements for the project include all portions of the Common Interest Community other than the Units as shown on the Governing Instruments. While the project was originally created as a leasehold estate, the Association purchased the fee simple interest and Common Elements are now held in fee simple ownership. Common Elements include, without limitation, all driveways, parking areas serving multiple units, walks and landscaping. Common Elements further include foundations, girders, beams, structural supports, walls (excepting surfaces of same) building siding and roofs, and all portions of the recreational building. The Association shall regulate the use of Common Elements, and may assign exclusive rights to use portions of the parking areas.

##### **Section 5.2 - Limited Common Elements.**

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



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(a) The double parking area between the paved common roadway and the garage-carport adjacent to each Unit, as shown on the Floor Plans, is a Limited Common Element assigned to the Unit.

(b) Attic spaces directly above and crawlspaces directly below each Unit are Limited Common Elements assigned to the Unit.

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

(d) Any window boxes, balconies, decks, doorsteps, porches, patios and every exterior door, window or fixture of any kind designed to serve a single Unit that is located outside the boundaries of the Unit are Limited Common Elements allocated exclusively to the Unit and their use is limited to that Unit.

(e) Chimneys, the use of which is limited to the Unit in which its fireplace is located.

(f) Mailboxes affixed to the building will be Limited Common Elements allocated to the Units served.

(g) Exterior lights (carport, front and back doors) are Limited Common Elements assigned to the Unit where the light is energized.

#### **ARTICLE VI - Maintenance, Repair and Replacement**

Attached hereto as Exhibit "B" is a maintenance chart, which is expressly adopted as part of this Declaration. The chart is an effort to assign maintenance tasks as outlined below, although in the event of any inconsistency, the chart shall govern.

##### **Section 6.1 - Common Elements.**

The Association shall maintain, repair and replace all of the Common Elements, except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners.

##### **Section 6.2 - Units.**

Each Unit owner shall maintain, repair and replace, at their own expense, all portions of their Unit, except the portions thereof which are expressly agreed to be maintained, repaired or replaced by the Association.



Section 6.3 - Limited Common Elements.

Limited Common Elements are generally maintained by the Association, with all associated costs assessed exclusively against the individual Unit to which each Limited Common Element is assigned. As exceptions to the above, each Unit Owner shall be responsible for removing all snow, leaves and debris from their front porch, patios and balconies adjacent to their Unit and the Association (at common expense) shall maintain all uncovered parking areas.

Section 6.4 – Items Added By Owners/Former Owners.

Expenses associated with the maintenance, repair or replacement of any item constructed or added by a Unit Owner outside the Unit boundaries, including but not limited to fireplaces, components and elements attached to, planted on or a part of yards, patios, decks, exterior surfaces, trim, siding, roofs, doors, and windows, will be assessed against the Unit(s) benefiting from the addition. No additional component or element may be attached without consent of the Executive Board. In the event such additional component or element becomes deteriorated or unsightly or is inconsistent with conditions of installation, it may be removed or repaired at the Unit Owner's expense as a Common Expense Assessment under this section after Notice and Hearing. **No change in exterior appearance (including painting or any penetrations of a roof, wall or Common Element) shall be made without advance written approval from the Executive Board.**

Section 6.5 - Access.

Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

Section 6.6 - Repairs Necessitated by Unit Owner's Action or Inaction.

Each Unit Owner will reimburse the Association for any costs incurred by the Association and any damages to any other Unit(s) or to the Common Elements to the extent that such damages or costs were caused intentionally, negligently or by the Unit Owner's failure to properly maintain, repair or make replacements to their Unit or Limited Common Elements for which they are responsible. Such expense will be assessed following Notice and Hearing.

