

State of Alaska

Department of Commerce and Economic Development

Certificate

NONPROFIT CORPORATION

The undersigned, as Commissioner of Commerce and Economic Development of the State of Alaska, hereby certifies that duplicate originals of the Articles of Incorporation of

SRW HOMEOWNERS ASSOCIATION

have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as such Commissioner of Commerce and Economic Development, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.



IN TESTIMONY WHEREOF, I execute this certificate and affix the Great Seal of the State of Alaska this

23rd day of April A. D. 19 84

RICHARD A LYON  
COMMISSIONER OF COMMERCE AND  
ECONOMIC DEVELOPMENT

FILED FOR RECORD

ARTICLES OF INCORPORATION  
OF  
SRW HOMEOWNERS ASSOCIATION INCORPORATED

APR 23 1984

KNOW ALL MEN BY THESE PRESENTS:

STATE OF ALASKA  
DEPARTMENT OF REVENUE  
& ECONOMIC DEVELOPMENT

That we, WALTER R. ARDEN, DANIEL AMOS and GERALDINE ESTABROOK, being adult, natural persons, have this day associated ourselves together for the purpose of forming a nonprofit corporation under the laws of the State of Alaska and of the United States, and hereby certify that

## I

The name of this corporation is SRW HOMEOWNERS ASSOCIATION INCORPORATED.

## II

The objects and purposes for which this corporation is formed are to own, operate, regulate, maintain and generally provide and care for streets, roads and public ways, the water distribution system, street lights when and if desired, sewerage and garbage disposal systems or arrangements when and if feasibly available and desired, as well as paving, gutters and drainage systems when and if desired and determined by the Board of Directors from time to time as feasible, all within the SUMMIT ESTATES, RAMPART and WILLIAMSON SUBDIVISIONS of Anchorage, Alaska; and to have and to exercise for the accomplishment of any and all of the aforesaid purposes any and all powers conferred by law upon nonprofit corporations.

## III

The duration of this corporation shall be perpetual.

## IV

The initial registered agent of this corporation is DANIEL G. AMOS, 5460 E. 99th Avenue, Anchorage, Alaska 99516, and the initial registered office shall be at this address.

## V

The names and addresses of the initial board of directors are as follows, their number being three:

Dean Konopasek, SRA Box 88K, Anchorage, Alaska 99516  
Dennis Moore, SRA Box 78C, Anchorage, Alaska 99516  
Armen Kevrekian, SRA Box 77K, Anchorage, Alaska 99516.

## VI

The initial incorporators of this corporation are:

Walter R. Arden, 7333 Bern Street, Anchorage, Alaska 99507  
Daniel G. Amos, 5460 E. 99th Avenue, Anchorage, Alaska 99516  
Geraldine Estabrook, SRA Box 88E, Anchorage, Alaska 99516.

## VII

The affairs of this corporation shall be managed by an executive board

comprised of the president, the vice-president, the secretary and the treasurer, and any other officers deemed necessary to carry out the work of the corporation. All offices of the executive board shall be filled by the two-thirds vote of all the directors and shall be for one year or longer. The directors of the corporation shall be confirmed annually at the annual meeting or at a regular meeting at which a quorum of members is present, that being two-thirds of all members of the corporation.

## VIII

Membership in this corporation, or association, is automatic as to each legal owner of a lot in the above-named Subdivisions. Such membership shall pass automatically with the conveyance of the ownership of each lot. No stock certificates or other evidences of ownership shall be issued, and membership is not subject to approval by the Board of Directors or other members and members shall not be subject to expulsion or the cancellation of their voting rights. Each member has one vote in all corporate business for which a meeting of members is called by the president, or by the directors, or by at least three members. Voting rights shall be further specified in the Bylaws.

## IX

No part of the net earnings of the corporation shall inure to the benefit of any member, director or officer of the corporation, or any private person, except that reasonable compensation may be paid for services actually rendered to or for the corporation.

## X

The Board of Directors shall have the power to assess the members on a per lot basis, such fees or assessments as are required for the corporation to maintain a sound financial condition and maintain its property, and to perform the services of the corporation. Such assessments, if not timely paid, shall bear interest at the statutory rate, and if any fee or assessment is not paid within thirty days after it shall become due, it shall be a lien upon the land of the member and the Board of Directors or its delegate may file and record notices of claims of lien upon the affected properties and may foreclose them in the manner provided by law for foreclosing mechanics' or materialmen's liens. Assessments shall be established fairly by the Board and only after notice to the membership, with a right to be heard on each assessment. Assessments shall be equitably apportioned among the lot owners, considering the type of service rendered and the relative benefits to each affected property, and bearing in mind applicable governmental assessment considerations.

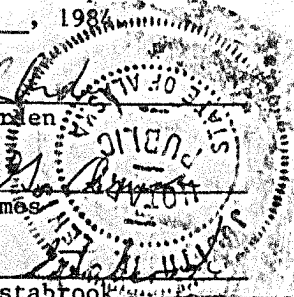
## X

If, in the opinion of the Board, it becomes advantageous to the corporation to be dissolved for any reason, the Board shall adopt a resolution recommending the sale, lease, exchange or other disposition of corporate property and will direct the submission of the resolution to a vote at a regular meeting of the members. Written notice shall be given to each member ten days or more before the meeting, and shall state that the purpose of the meeting is to consider the proposed sale, lease or other disposition of the property. At the meeting, a majority of the members may approve such disposition, and may fix or authorize the Board to fix the terms of such transaction. "Majority" shall mean a majority of all members entitled to vote.

XI

These Articles of Incorporation may be amended at any regular meeting of the corporation by a vote of two-thirds of the directors or two-thirds of the members.

IN WITNESS WHEREOF, we have executed these presents in duplicate, and acknowledge the same to be our act, this 18<sup>th</sup> day of April, 1984


  
Walter R. Arden  
 Walter R. Arden  
Daniel G. Amos  
 Daniel G. Amos  
Geraldine Estabrook  
 Geraldine Estabrook

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 18 day of April, 1984, before me, the undersigned Notary Public duly commissioned and sworn, personally appeared Walter R. Arden, Daniel G. Amos and Geraldine Estabrook, known to me to be the persons named in and who executed the foregoing Articles of Incorporation; and they each acknowledged to me that they signed the same freely and voluntarily for the uses therein specified.

WITNESS my hand and seal in this certificate in the day and year first hereinabove written.

Judith M. Lewis  
Notary Public in and for Alaska.  
My Commission Expires: 1-17-88



BR 05532 PG 827

WILLIAMSON SUBDIVISION,  
ADDITION#3, PLAT NO. 71-187  
PROTECTIVE COVENANTS

1. PURPOSE: The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residence purposes will not be permitted. On this 9<sup>th</sup> day of September, 1999 for the purpose of protecting: Lots 15,16,17,34,35,36, &37

2. LAND USE AND BUILDING TYPE: All of the above mentioned lots in Williamson Subdivision Addition #3 are hereby restricted to single family use and no building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling. Each ranch dwelling shall contain a minimum floor area of 1800 square feet, and each two-story dwelling shall contain a minimum floor area of 1900 square feet, exclusive of the garages, open decks, sheds, or other outbuildings.

3. EFFECTIVE DATE: All covenants and conditions herein contained shall be effective immediately and concurrently with the filing and recording hereof.

4. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on a lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, and harmony of external design with existing structures.

5. BUILDING LOCATION: All dwellings shall be located on each lot in accordance with municipality of Anchorage set back requirements.

6. LAND USE AND DWELLING TYPE:

a. Siding and roofs

Exterior finishes shall be of wood lap siding, brick or stone. T-111 or sheet wood siding shall only be an acceptable exterior finish if it cannot be seen from the front of the lot.

b. Roofs

All roofs shall be of a material, color, and texture approved by the architectural committee.

c. Completion of exterior and dwelling occupancy

A dwelling must be enclosed and its exteriors finished within 12 months of the time of beginning of construction. No dwelling shall be occupied prior to the completion of the exterior.

d. Permanent, detached structures (out buildings)

Any permanent, detached structure must be finished to blend into the surroundings and its siding must be similar to the siding of the dwelling on the lot. All permanent, detached structures greater than twelve (12) feet in height must be approved by the architectural control committee. The committee may set criteria on the location of the permanent, detached structure.

e. Temporary structures

No temporary structure, boat, truck, trailer, camper or recreation vehicle of any kind shall be used as a living area while located on the project. Temporary construction structures shall be limited to small, approved structures under two hundred (200) square feet. Temporary construction structures shall be approved by the appropriate committee. These structures shall be used only during the construction or modification phase of a dwelling and shall be removed promptly upon completion of the improvements on the Lot. The appropriate

committee may also require the removal of a temporary construction structure upon thirty (30) days written request if in its opinion the temporary construction structure is unsightly.

f. Fences

No fence shall be erected or placed on any lot in front of the dwelling. Fences shall be no higher than six feet. Post and stringers reside on the inside of the fence, and facings or rails are on the outside of the fence perimeter. Chain link fences will not be permitted.

7. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil 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.
8. 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 an annoyance or nuisance to the neighborhood. This will include, but is not limited to, the storage or parking of tractors, backhoes, commercial trucks, derelict vehicles and other heavy equipment.
9. SIGNS: No signs of any kind shall be displayed on any lot, except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs by a builder or the developer to advertise the property during the construction and sales period.

10. ANIMAL REGULATIONS:

No animals, livestock, or poultry shall be kept on any Lot except that domestic dogs, cats, fish, and birds inside bird cages may be kept as household pets, provided they are not kept, bred, or raised for commercial purposes or in unreasonable quantities. No more than three (3) dogs may be maintained on the premises. No vicious dog (as defined by the Anchorage Municipal Code) shall be kept on any Lot. All pets shall be chained, fenced or otherwise restrained at all times. No pet shall be allowed to run freely. Dog runs shall not be visible from the street.

11. SIGHT DISTANCE: Fences, walls, hedges, or shrub plantings must conform with Municipal sight distance standards for corner lots.
12. ANTENNAS: No short wave antenna of any type is permitted unless written approval thereof is first obtained from the Architectural Control Committee. An antenna or dish situated on the ground and visible from the street or from other lots must be camouflaged by existing landscaping or fencing.
13. BUSINESS: No retail, wholesale, manufacturing, or repair business of any kind shall be permitted on any lot or in any single family dwelling or appurtenant structure erected thereon.
14. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and in a location so that they will not be easily visible from the streets. No incineration of garbage shall be allowed.
15. PARKING AND VEHICLE RESTRICTIONS AND STORAGE: No wrecked, inoperative, vandalized or otherwise derelict appearing automobiles, and no trucks, trailers, mobile homes, snow machines, all-terrain vehicles, and recreational vehicles of any type, whether operative or inoperative, shall be kept, placed, stored, or maintained upon any Lot, except within an enclosed garage, or screened so that the item is not visible from the public streets, an adjoining Lot, or a nearby house. Fencing, landscaping, or natural vegetation may act as the screen. The purpose of this provision is to keep these stored vehicles as well as any equipment out of sight. Fuel storage is prohibited.

No large commercial van, business related vehicle (e.g. dump trucks), heavy equipment such as bulldozers and road graders may be kept on any Lot or street except during that time it is actually working in the subdivision in a continuous manner. No Lot or street may be used for the storage of any equipment, materials or merchandise used or to be sold in a business or trade.

- 16. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them. Said covenants may be changed or altered at any time by an instrument signed by a majority of the then owners of the lots, and which has been recorded, agreeing to change said covenants in whole or in part.
- 17. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either by restraining violation or to recover damages and such actions may be sought by any lot owner or other holder of real interest.
- 18. **SEVERABILITY:** Invalidation of any of these covenants by judgement or court order, shall in no wise affect any of the other provisions which remain in full force and effect.
- 19. **ROAD MAINTENANCE AND SNOW REMOVAL:** Lot ownership is subject to the SRW homeowners Association. Owners of lots in this subdivision will be responsible for timely payment to SRW for these Services.

The foregoing covenants, conditions, and restrictions for building and use in the named Subdivision are hereby declared and adopted by the owners of the subdivision, and all easements created, granted, and reserved are declared to be the act of the owner, and all conditions of purchase and ownership of property in the Subdivision shall be deemed and considered as covenants running with the land.

These covenants may be amended at any time after 51% of the lots have been sold and a majority of the homeowners elect to do so.

We hereby certify that this is a true and correct copy of the restrictions as set forth in the aforesaid mentioned Deed, recorded in Book 3532 at Page 827, Anchorage Recording District, State of Alaska.

DATED this 9th day of September, 1999.

Kim Lane, MPK, LLC  
KIM LANE FOR MPK LLC.

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ANCHORAGE  
RECORDING DISTRICT

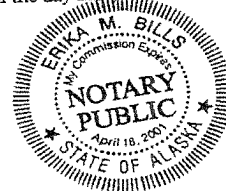
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REQUESTED BY  
Kim Lane

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss

THIS IS TO CERTIFY that on this 9th day of Sept, 1999, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Kim Lane

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

Erika M. Bills  
Notary Public in and for Alaska  
My Commission Expires: 4/18/01



Return to:

Kim Lane  
5015 E. 98th Ave.  
Anch., AK. 99516

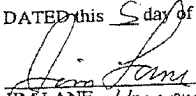
*Amendment To Protective Covenants*

WILLIAMSON SUBDIVISION  
ADDITION #3, PLAT NO. 71-187  
PROTECTIVE COVENANTS

The homeowners of Williamson Subdivision Addition #3 have elected to amend the subdivision protective covenants. Item #6a, shall be deleted.

We hereby certify that this is a true and correct copy of the amendment to the covenants and restrictions as set forth in the document, recorded in Book 3532 at Page 829, Anchorage Recording District, State of Alaska.


DATED this 5 day of May 2000

  
JIM LANE, Home owner - member of MAP LLC  
Williamson Subdivision #3

STATE OF ALASKA  
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on this 5<sup>th</sup> day of May, 2000, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared James Lane, JR.

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

  
Notary Public in and for Alaska  
My Commission Expires: 4-2-2003



return to → Jim Lane  
5015 East 98<sup>th</sup>  
Anchorage AK. 99516

021160  
ANCHORAGE  
RECORDING DISTRICT

2000 MAY -5 AM 10:22  
15.00 REQUESTED BY  
Jim Lane