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Recording Dist: 301 - Anchorage

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Anchorage Recording District



DECLARATION
OF
MOUNTAIN HEMLOCK ESTATES

- A Planned Community -

- Located within Shangri-La Estates-East Subdivision Phase 2 (Plat No. 2023-45), Anchorage, Alaska -

AFTER RECORDING, RETURN TO:

K&M PROPERTY, LLC.

16050 Mountain Air Drive

Anchorage, Alaska 99516

TABLE OF CONTENTS

ARTICLE I DEFINITIONS 6

ARTICLE II NAME AND TYPE OF COMMON INTEREST COMMUNITY, ASSOCIATION AND MEMBERSHIP 8

 SECTION 2.1 – NAME AND TYPE OF COMMON INTEREST COMMUNITY 8

 SECTION 2.2 – ASSOCIATION 8

 SECTION 2.3 – MEMBERSHIP IN ASSOCIATION 9

ARTICLE III DESCRIPTION OF PROPERTY 9

ARTICLE IV NUMBER OF LOTS; LOT BOUNDARIES..... 9

 SECTION 4.1 –NUMBER OF LOTS 9

 SECTION 4.2 – LOT BOUNDARIES 9

ARTICLE V COMMON ELEMENTS..... 9

ARTICLE VI MAINTENANCE, REPAIR AND REPLACEMENT 9

 SECTION 6.1 – MAINTENANCE, REPAIR AND REPLACEMENT BY ASSOCIATION..... 9

 SECTION 6.2 – MAINTENANCE, REPAIR AND REPLACEMENT BY LOT OWNERS 10

 SECTION 6.3 – FAILURE TO MAINTAIN, REPAIR, AND REPLACE..... 10

ARTICLE VII ALLOCATED INTERESTS..... 10

 SECTION 7.1 – ALLOCATION OF INTERESTS..... 10

 SECTION 7.2 – FORMULAS FOR THE ALLOCATION OF INTERESTS 10

 SECTION 7.3 – MEMBERSHIP..... 11

ARTICLE VIII RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY 11

 SECTION 8.1 – RESIDENTIAL USE 11

 SECTION 8.2 – HOME OCCUPATIONS AND PROFESSIONAL PURSUITS..... 11

 SECTION 8.3 – SIGNS..... 11

 SECTION 8.4 – MAILBOXES..... 12

 SECTION 8.5 – ANTENNAS AND SATELLITE DISHES 12

 SECTION 8.6 – VEHICLES 13

 SECTION 8.7 – ANIMALS 14

 SECTION 8.8 – NUISANCES..... 15

 SECTION 8.9 – PLAYGROUND OR RECREATIONAL EQUIPMENT ON LOTS 16

 SECTION 8.10 – GARBAGE AND REFUSE DISPOSAL 16

 SECTION 8.11 – STORAGE OF MATERIALS 16

 SECTION 8.12 – TEMPORARY STRUCTURES AND MOBILE HOMES 16

 SECTION 8.13 – WINDOW COVERINGS..... 16

 SECTION 8.14 – COMMON ELEMENTS AND WETLAND AREAS 16

 SECTION 8.15 – WILDLIFE SAFETY PRACTICES 17

 SECTION 8.16 – OIL AND MINERAL RIGHTS 17

 SECTION 8.17 – DRONES 18

 SECTION 8.18 – TARPULIN AND OTHER COVERINGS..... 18



SECTION 8.19 – REVEGETATION OF CLEARED AREAS.....	18
SECTION 8.20 – LEASING.....	18
SECTION 8.21 – TRANSIENT USAGE.....	18
SECTION 8.22 – ILLEGAL OR IMPROPER USE.....	19
SECTION 8.23 – COMPLIANCE WITH ALL LAWS AND ORDINANCES.....	19
SECTION 8.24 – COMPLIANCE WITH CONSERVATION COVENANTS.....	19
ARTICLE IX CONSTRUCTION, ARCHITECTURE AND DESIGN RESTRICTIONS: ADDITIONS, ALTERATIONS AND IMPROVEMENTS.....	19
SECTION 9.1 – DWELLING STRUCTURES.....	19
SECTION 9.2 – GARAGES.....	20
SECTION 9.3 – OUTBUILDINGS.....	20
SECTION 9.4 – HEIGHT OF DWELLING STRUCTURES.....	21
SECTION 9.5 – MAXIMUM LOT COVERAGE.....	21
SECTION 9.6 - LOCATION & SETBACKS.....	21
SECTION 9.7 – FENCES, GATES, AND SIMILAR STRUCTURES.....	21
SECTION 9.8 – TIMELY CONSTRUCTION.....	21
SECTION 9.9 – DRAINAGE.....	22
SECTION 9.10 – TREES AND LANDSCAPING.....	22
SECTION 9.11 – OTHER CONSTRUCTION GUIDELINES.....	22
ARTICLE X EASEMENTS AND LICENSES.....	22
SECTION 10.1 – RECORDED EASEMENTS AND LICENSES.....	22
SECTION 10.2 – EASEMENT FOR MAINTENANCE OF WETLANDS AREAS.....	22
ARTICLE XI COMBINING, SUBDIVIDING & RELOCATING BOUNDARIES BETWEEN ADJOINING LOTS.....	22
SECTION 11.1 – SUBDIVIDING LOTS.....	22
SECTION 11.2 – COMBINING LOTS.....	22
SECTION 11.3 – RELOCATION OF BOUNDARIES BETWEEN LOTS.....	23
ARTICLE XII AMENDMENTS TO DECLARATION.....	23
SECTION 12.1 – GENERAL.....	23
SECTION 12.2 – EXECUTION OF AMENDMENTS.....	23
SECTION 12.3 – RECORDATION OF AMENDMENTS.....	24
SECTION 12.4 – LIMITATIONS OF CHALLENGES.....	24
ARTICLE XIII AMENDMENTS TO BYLAWS.....	24
ARTICLE XIV TERMINATION AND MERGER.....	24
ARTICLE XV ASSESSMENT AND COLLECTION OF COMMON EXPENSES.....	24
SECTION 15.1 – APPORTIONMENT OF COMMON EXPENSES.....	24
SECTION 15.2 – COMMON EXPENSES ATTRIBUTABLE TO FEWER THAN ALL LOTS.....	24
SECTION 15.3 – LIEN.....	25
SECTION 15.4 – BUDGET ADOPTION AND RATIFICATION.....	27
SECTION 15.5 – NON-BUDGETED COMMON EXPENSE ASSESSMENTS.....	27



SECTION 15.6 – CERTIFICATE OF PAYMENT OF COMMON EXPENSE ASSESSMENTS	27
SECTION 15.7 – PAYMENT OF COMMON EXPENSES.....	27
SECTION 15.8 – ACCELERATION OF COMMON EXPENSE ASSESSMENTS	28
SECTION 15.9 – COMMENCEMENT OF COMMON EXPENSE ASSESSMENTS	28
SECTION 15.10 – NO WAIVER OF LIABILITY FOR COMMON EXPENSES	28
SECTION 15.11 – PERSONAL LIABILITY OF LOT OWNERS	28
ARTICLE XVI RIGHT TO ASSIGN FUTURE INCOME	28
ARTICLE XVII PERSONS AND LOTS SUBJECT TO DOCUMENTS; RULES AND ENFORCEMENT	28
SECTION 17.1 – COMPLIANCE WITH THE DOCUMENTS.....	28
SECTION 17.2 – ADOPTION OF RULES.....	28
SECTION 17.3 – NOTICE TO LOT OWNERS OF CHANGES TO RULES.....	29
SECTION 17.4 – LIMITATION ON CHALLENGES.....	29
ARTICLE XVIII INSURANCE	29
SECTION 18.1 – COVERAGE	29
SECTION 18.2 – PROPERTY INSURANCE.....	29
SECTION 18.3 – LIABILITY INSURANCE	29
SECTION 18.4 – FIDELITY INSURANCE.....	30
SECTION 18.5 – WORKERS' COMPENSATION INSURANCE.....	30
SECTION 18.6 – DIRECTORS AND OFFICERS LIABILITY INSURANCE	30
SECTION 18.7 – OTHER INSURANCE	30
SECTION 18.8 – PREMIUMS.....	30
SECTION 18.9 – DEDUCTIBLES.....	30
SECTION 18.10 – LOT OWNER INSURANCE.....	30
ARTICLE XIX RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING	31
SECTION 19.1 – RIGHT TO NOTICE AND COMMENT.....	31
SECTION 19.2 – RIGHT TO NOTICE AND HEARING.....	31
SECTION 19.3 – APPEALS.....	31
ARTICLE XX EXECUTIVE BOARD	31
SECTION 20.1 – POWERS AND DUTIES	31
SECTION 20.2 – EXECUTIVE BOARD LIMITATIONS.....	33
SECTION 20.3 – MINUTES OF EXECUTIVE BOARD MEETINGS	33
SECTION 20.4 – INSPECTION OF BOOKS.....	33
SECTION 20.5 – FINANCIAL STATEMENTS	34
ARTICLE XXI EXECUTIVE BOARD MEETINGS	34
SECTION 21.1 – ACCESS.....	34
SECTION 21.2 – MEETINGS AND NOTICE OF MEETINGS	34
SECTION 21.3 – EXECUTIVE SESSIONS.....	34
ARTICLE XXII CONDEMNATION	34
ARTICLE XXIII MISCELLANEOUS.....	34



SECTION 23.1 – CAPTIONS 34

SECTION 23.2 – GENDER..... 34

SECTION 23.3 – WAIVER 34

SECTION 23.4 – INVALIDITY 35

SECTION 23.5 – CONFLICT 35

SECTION 23.6 – RIGHTS OF ACTION..... 35

SECTION 23.7 – VIOLATIONS OF RESTRICTIONS 35

SECTION 23.8 - ASSOCIATION NOT A GUARANTOR OF SECURITY 35

ARTICLE XXIV MEDIATION & ARBITRATION 35

 SECTION 24.1 - MEDIATION CLAUSE 35

 SECTION 24.2 - ARBITRATION CLAUSE..... 36

SCHEDULE A-1 *DESCRIPTION OF THE COMMON INTEREST COMMUNITY* 38

SCHEDULE A-2 *TABLE OF INTERESTS* 39

SCHEDULE A-3 *PLANNED COMMUNITY PLAT*..... 40



**DECLARATION
OF
MOUNTAIN HEMLOCK ESTATES**

K&M PROPERTY, LLC., an Alaska limited liability company, whose mailing address is *16050 Mountain Air Drive, Anchorage, Alaska 99516* (“**Declarant**”), hereby submit the real property located in Anchorage, Alaska described in **Schedule A-1**, to the provisions of the Uniform Common Interest Ownership Act, Title 34, Chapter 8, of the Alaska Statutes, for the purpose of creating **MOUNTAIN HEMLOCK ESTATES**, and making the Improvements shown on the Planned Community Plat attached as **Schedule A-3**.

**ARTICLE I
DEFINITIONS**

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

Section 1.1 – Act. The Uniform Common Interest Ownership Act, Title 34, Chapter 08 of the Alaska Statutes, as it may be amended from time to time.

Section 1.2 – Allocated Interests. The share of the Common Expense liability and the votes in the Association allocated to Lots in Mountain Hemlock Estates. The Allocated Interests are described in **Article VII** of the Declaration and listed in **Schedule A-2**.

Section 1.3 – Association. *Mountain Hemlock Estates Homeowners Association, Inc.*, a non-profit corporation organized under Title 10, Chapter 20 of the Alaska Statutes. It is the Association of Lot Owners for Mountain Hemlock Estates.

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

Section 1.5 – Common Elements. Each portion of the Common Interest Community identified as a Common Element in **Article V** of the Declaration.

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

- (a) expenses of administration of the Association and the maintenance, repair or replacement of the Common Elements;
- (b) expenses declared to be Common Expenses by the Documents;



- (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 maintenance, repair, replacement or addition to the Common Elements.

Section 1.7 – Common Interest Community. Mountain Hemlock Estates.

Section 1.8 – Declarant. K&M PROPERTIES, LLC., or their successor as defined in Subsection 34.08.990(12) of the Act.

Section 1.9 – Declaration. This document, including any amendments.

Section 1.10 – Director. A member of the Executive Board.

Section 1.11 – Documents. The Declaration, the Planned Community Plat(s) attached as **Schedule A-3**, the Articles of Incorporation, the Bylaws, and the Rules as they be amended from time to time. Any attachment, schedule, or certification accompanying a Document is a part of that Document.

Section 1.12 – Dwelling. A structure on a Lot that is designed and constructed for use as a residence.

Section 1.13 – Executive Board. The Board of Directors of the Association.

Section 1.14 – Improvements. Any construction, structure, fixture or facility existing or to be constructed on the Property included in the Common Interest Community, including, but not limited to, structures, trees and shrubbery, paving, signage, utility wires, light poles, pipes, trails and fencing.

Section 1.15 – Lot. Lot means a platted lot described in **Schedule A-1**. Each Lot is a "Unit" as defined in Section 34.08.990(32) of the Act and includes all Improvements located within the boundaries of the Lot. As of the recordation of this Declaration, there are **seven (7)** Lots in the Common Interest Community, as listed in **Schedule A-2** and shown on **Schedule A-3**. A Lot includes the title and a right to possession and Improvements therein.

Section 1.16 – Lot Owner. A Person, including the Declarant, who owns a Lot. Lot Owner does not include a Person having only a Security Interest in a Lot. A Lot Owner is a "unit owner" as defined in AS 34.08.990(33).

Section 1.17 – Majority or Majority of Lot Owners. The Lot Owners of more than fifty percent (50%) of the voting interest in the Association.



Section 1.18 – Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 1.19 – Notice and Comment. The right of a Lot 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 19.1** of the Declaration.

Section 1.20 – Notice and Hearing. The right of a Lot 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 19.2** of the Declaration.

Section 1.21 – Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.22 – Planned Community Plat. The plat as may be amended from time to time and attached as **Schedule A-3** to the Declaration.

Section 1.23 – Property. The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by the Declaration.

Section 1.24 – Rules. Rules for the use of the Lots and Common Elements and for the conduct of Persons within the Common Interest Community, adopted by the Executive Board pursuant to the Declaration.

Section 1.25 – Security Interest. An interest in real estate 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, and any other consensual lien or title retention contract intended as security for an obligation.

ARTICLE II
NAME AND TYPE OF COMMON INTEREST COMMUNITY,
ASSOCIATION AND MEMBERSHIP

Section 2.1 – Name and Type of Common Interest Community. The name of the Common Interest Community is *Mountain Hemlock Estates*. Mountain Hemlock Estates is a *Planned Community*.

Section 2.2 – Association. The name of the Association of Lot Owners is *Mountain Hemlock Estates Homeowners Association, Inc.*, a non-profit corporation organized under the non-profit corporations laws of the State of Alaska.



Section 2.3 – Membership in Association. Every Person who is a record Lot Owner of any Lot in the Common Interest Community is a member of the Association. Membership and voting rights in the Association are appurtenant to, and inseparable from, ownership of a Lot.

ARTICLE III
DESCRIPTION OF PROPERTY

The Common Interest Community is situated in Anchorage, Alaska, and is located on the real property described in **Schedule A-1**.

ARTICLE IV
NUMBER OF LOTS; LOT BOUNDARIES

Section 4.1 – Number of Lots. The Common Interest Community upon creation contains **seven (7) Lots** as shown on the Planned Community Plat attached as **Schedule A-3**.

Section 4.2 – Lot Boundaries. The Lot boundaries are the boundaries of the Lots as shown on the Planned Community Plat attached hereto as **Schedule A-3**.

ARTICLE V
COMMON ELEMENTS

The Common Elements in Mountain Hemlock Estates are each portion of the Common Interest Community other than a Lot, and include without limitation: (1) Tract B-1, as shown on the Planned Community Plat; and (2) the cluster mailbox(es) and the pad surrounding the cluster mailbox(es) located within the public right-of-way at the intersection of Sandpiper Drive and Lost Horizon Drive (the “**Cluster Mailboxes**”).

ARTICLE VI
MAINTENANCE, REPAIR AND REPLACEMENT

Section 6.1 – Maintenance, Repair and Replacement by Association. The Association shall be responsible for the maintenance, repair and replacement of (a) all Common Elements, and (b) all portions of the wetland areas as shown on the Planned Community Plat, including those portions of the wetland areas included within the boundaries of a Lot.

The wetlands areas shown on the Planned Community Plat shall be maintained by the Association in accordance with that certain *Declaration of Conservation Covenants and Restrictions*, recorded on July 13, 2011 as Serial No. 2011-032403-0, as amended by the *Amendment to Declaration of Conservation Covenants and Restrictions* recorded on September 26, 2023 as Serial No. 2023-026672-0, records of the Anchorage Recording District, Third Judicial District, State of Alaska (hereinafter the “**Conservation Covenants**”).



Section 6.2 – Maintenance, Repair and Replacement by Lot Owners. Except for those portions of the wetlands that are required to be maintained, repaired and replaced by the Association, each Lot Owner shall maintain, repair and replace, in a good and workmanlike manner, at his or her own expense, all portions of his or her Lot, including the Dwelling and any structures, landscaping, driveways or other Improvements within the Lot. The Lot and all Improvements thereon shall be kept in a safe, neat, clean and attractive order, condition, and appearance.

For purposes of this **Section 6.2**, maintenance of landscaping includes regular watering, mowing, trimming, weed removal, fertilizing and any other maintenance activities essential to ensure the landscaped area is kept safe, attractive and in good health at all times. All shrubs and trees shall be trimmed so as not to encroach upon other Lots or Mountain Air Drive. Dead trees and shrubs shall be removed and replaced. A dead tree or shrub means a tree or shrub that has been damaged beyond repair or is in an advanced state of decline such that an insufficient amount of live tissues, green leaves, limbs or branches exist to sustain the life of the tree or shrub.

Section 6.3 – Failure to Maintain, Repair, and Replace. If a Lot Owner fails to maintain, repair, or replace any portion of a Lot and such failure creates a condition that threatens another Lot or the Common Elements, the Association may take such actions as are necessary to correct such condition without prior notice or with only such prior notice as can reasonably be given consistent with the threat. If the Association does take such action, the Lot Owner shall reimburse the Association for the cost of correcting the condition.

ARTICLE VII **ALLOCATED INTERESTS**

Section 7.1 – Allocation of Interests. The table showing Lot numbers and their Allocated Interests is attached as **Schedule A-2**. These Allocated Interests have been allocated in accordance with the formulas set out in this **Article VII**. These formulas are to be used in reallocating the Allocated Interest of Lots if Lots are added to the Common Interest Community.

Section 7.2 – Formulas for the Allocation of Interests. The Allocated Interests allocated to each Lot are calculated on the following formulas:

- (a) *Common Expense Liability.* Each Lot in the Common Interest Community shall be allocated an equal share of the liability for Common Expenses. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Lots under **Article XV** of the Declaration.
- (b) *Votes in the Association.* Each Lot in the Common Interest Community shall have one (1) equal Vote. Any specified percentage, portion or fraction of Lot Owners, unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the votes as allocated in **Schedule A-2**.



- (c) *Multiple Ownership of a Lot.* When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as determined among those Lot Owners, but in no event shall more than one (1) vote be cast with respect to any such Lot. Any votes cast with regard to any such Lot in violation of this provision shall be null and void.

Section 7.3 – Membership. Every Lot Owner is a member of the Association. If a Lot is owned by more than one (1) Person, all of the Lot Owners of such Lot shall have the benefits of membership in the Association, subject to such reasonable Rules and restrictions as the Executive Board shall determine from time to time. The membership rights of a Lot Owner which is not a natural Person may be exercised by any authorized officer, director, partner, trustee or manager.

ARTICLE VIII **RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY**

The following restrictions apply to all Lots and Common Elements within the Common Interest Community.

Section 8.1 – Residential Use. Each Lot is restricted to residential use as a single-family residence. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area. There shall be no more than two (2) residents per bedroom occupying a Dwelling on a Lot.

Section 8.2 – Home Occupations and Professional Pursuits. Notwithstanding **Section 8.1** of the Declaration, home professional or business pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash noise or storage are permitted, provided said use must be incidental to the primary use of the Dwelling for residential purposes. Further, non-residential activities must comply with governmental regulations addressing home occupations.

Section 8.3 – Signs. No signs or banners whatsoever shall be displayed to the public view on a Lot, except:

- (a) One (1) sign, not exceeding six square feet (6 sq. ft.) in area, may be displayed on a Lot advertising the Lot for sale or lease;
- (b) One (1) sign, not exceeding five square feet (5 sq. ft.) in area, may be displayed on a Lot supporting or opposing a candidate for election or an issue that is being voted on in any state or local election; *provided, however*, that any such signs shall only be permitted on a Lot within thirty (30) days prior to such election, and must be removed by the Lot Owner not later than twenty-four (24) hours after the election has been held. No profanity shall be permitted to be displayed on such signs.



Section 8.4 – Mailboxes. Lot Owners shall use cluster mailboxes approved by the U.S. Postal Service and provided for the Common Interest Community by the Declarant. Newspaper stands, newspaper tubes, or other mail or delivery receptacles are prohibited on a Lot.

Section 8.5 – Antennas and Satellite Dishes. Declarant imposes the following restrictions relating to the installation of satellite dishes and antennas provided that compliance with these restrictions does not (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal to the Lot Owner.

- (i) *Unacceptable Locations.* Except as otherwise provided herein, antennas and satellite dishes shall not extend beyond the boundaries of the Lot or any setbacks applicable to the Lot.
- (ii) *Shielded from View.* Antennas and satellite dishes shall be located in a place shielded and/or screened from the streets and screened from view to the public or from other Lots to the maximum extent possible.
- (iii) *Wiring.* Wiring shall be installed in a neat, secure and inconspicuous manner so as to minimize exposed antenna and satellite wiring on the exterior of the Dwelling. No loose or sagging wiring is permitted. Installation shall be completed in a professional workmanlike manner.
- (iv) *Color.* Satellite dish color shall be neutral tones only, including white, grey, beige, and any similar neutral tone color. No commercial advertising on the satellite dish is permitted other than the brand name. Satellite wiring shall be painted to match the siding color of the Dwelling.
- (v) *Size.* A satellite dish installed on a Lot shall not exceed forty-eight inches (48”) in size. An antenna installed on a Lot shall not extend more than two feet (2’) above the highest peak of the Dwelling on the Lot.
- (v) *Safety and Non-interference.* Installation shall comply with reasonable safety standards and may not interfere with cable, telephone or electrical systems of other Lots.
- (vi) *Maintenance.* Lot Owners are responsible to maintain, repair and replace their satellite dish or antenna.



Section 8.6 – Vehicles.

- (i) For purposes of this **Article VIII**; a "**vehicle**" includes, but is not limited to, an automobile, motorcycle, truck, trailer, boat, ATV, motorhome, camper, caravan, recreational vehicle, snow machine or similar equipment.
- (ii) Junk vehicles and inoperable vehicles shall not be parked or stored anywhere within the Common Interest Community except within an enclosed garage. An "**inoperable vehicle**" means a vehicle which has remained incapable of movement under its own power for a period of fourteen (14) consecutive days, and will remain so without repairs or part replacement; a "**junk vehicle**" means a vehicle which is missing one or more essential parts, such as, but not limited to, tires, wheels, engine, brakes, windows, lights and lenses, exhaust system, and such other parts as are necessary for the legal operation of a vehicle.
- (iii) All vehicles on a Lot must be licensed and/or registered in accordance with applicable law.
- (iv) No vehicle shall be parked on any portion of a lawn or blocking any driveway or sidewalk. A vehicle parked in a driveway must be parked entirely in the driveway so that no portion of the vehicle encroaches upon any street or sidewalk in the Common Interest Community.
- (v) No repair, restoration or disassembly of any vehicle shall be permitted anywhere on the Property, *except for*: (1) emergency repairs only to the extent necessary to enable movement of the vehicle to inside a garage or to a repair facility; or (2) repairs performed inside a garage on a Lot.
- (vi) Driveways shall be kept clean and clear of all oil drippings, stains, or other unsightly vehicle byproducts or discharge.
- (vii) Motor bikes, motorcycles and automobiles shall have operable mufflers.
- (viii) No vehicle belonging to a Lot Owner or their tenants, guests or invitees shall be parked or placed in a public street within the Common Interest Community for more than forty-eight (48) cumulative hours in any continuous seven (7) day period.
- (ix) Recreational vehicles that are designed and intended to be operated during the summer, including, but not limited to, motorhomes, travel trailers, camping trailers, truck campers, caravans, watercraft, and all-terrain vehicles equipped for summer operation, are permitted to be parked and/or stored



within a driveway on a Lot from May 1 through October 31 of each year. From November 1 through April 30 of each year, summer recreational vehicles shall be permitted within a Lot only if parked or stored within a garage, a permitted enclosed outbuilding, or a location on the Lot that is substantially screened so that the vehicle is not visible from Mountain Air Drive or adjoining Lots.

- (x) Recreational vehicles that are designed and intended to be operated during the winter, including, but not limited to, cold weather motorhomes and campers, all-terrain vehicles equipped for winter operation, trailered snow machines, and similar vehicles, are permitted to be parked and/or stored within a driveway on a Lot from November 1 through April 30 of each year. From May 1 through October 31 of each year, winter recreational vehicles shall be permitted within a Lot only if parked or stored within a garage, a permitted enclosed outbuilding, or a location on the Lot that is substantially screened so that the vehicle is not visible from Mountain Air Drive or adjoining Lots.
- (xi) No airplanes, ultra-light aircraft, helicopters or similar devices or parts thereof shall be permitted within the Common Interest Community.
- (xii) No vehicle shall be covered in any manner with tarpaulins or other coverings determined to be unsightly by the Executive Board in its sole discretion.
- (xiii) Not more than forty (40) gallons of combustible fuel may be kept within fuel storage containers Lot.
- (xiv) Vehicles may not be operated or parked on any portion of the Common Elements.
- (xv) No vehicle may be used as a living area while located on a Lot.

Section 8.7 – Animals. Lot Owners may maintain animals in their Lots of the following types: domestic cats; domestic dogs; domestic birds (not poultry, roosters or other fowl); gerbils, rodents, reptiles; and fish. No other animals or may be kept on the Property.

- (i) Birds, gerbils, rodents, and reptiles must be kept in cages or terrariums within the Dwelling on the Lot.
- (ii) No more than a total of four (4) dogs and/or cats, *in any combination*, are permitted per Lot. No unreasonable quantity of other animals shall be permitted.



- (iii) Animals shall not be raised or bred for commercial purposes.
- (iv) Animals demonstrating behaviors within the classifications defined in *Anchorage Municipal Code* ("**AMC**") 17.40.020(A), as it may be amended from time to time, and not falling within any of the exceptions contained AMC 17.40.020(B), are prohibited on the Property.
- (v) Lot Owner's shall hold the Association harmless from all claims resulting from the actions of his or her animal.
- (vi) Lot Owners shall be responsible for keeping their Lots, and all Common Elements, free and clear of animal feces. Lot Owners shall immediately remove their animals' feces from all areas of the Common Interest Community.
- (vii) No animal shall be left alone outside of a Dwelling unless they are in a fenced yard, wireless or electronic fence, or other permitted enclosure.
- (viii) Except when confined within a fenced yard or other permitted enclosure, animals shall either be leashed at all times.
- (ix) Animals shall be licensed, vaccinated and maintained in accordance with applicable law.
- (x) Lot Owners shall contain and control their animals to the extent necessary to prevent their animal from creating or becoming a nuisance. Animals causing or creating a nuisance or unreasonable disturbance or noise, so as to interfere with the rights, comfort or convenience of other Lot Owners shall be permanently removed from the Property upon three (3) days' written Notice and Hearing from the Executive Board. If the Lot Owner fails to honor such request, the Executive Board may remove the offending animal.

Section 8.8 – Nuisances. No noxious or offensive activity shall be carried out upon any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance or danger to the Common Interest Community, or which shall in any way interfere with the quiet enjoyment of other Lots or Common Elements.



Section 8.9 – Playground or Recreational Equipment on Lots. Playground and recreational equipment, such as, but not limited to, tables, chairs, swing sets, slides, sandboxes, trampolines, hot tubs, or similar items are permitted within Lots as long as such equipment is located behind the principal Dwelling when viewed from Mountain Air Drive or in a location that is otherwise substantially screened from view from Mountain Air Drive.

Notwithstanding the foregoing: (a) barbeque grills, tables and chairs located on a deck or patio are exempt from this **Section 8.9**; (b) basketball hoops/systems or similar athletic fixtures may be attached to the Dwelling adjacent to the driveway; and (c) portable basketball hoops, hockey nets and similar sports equipment shall be permitted in the driveway of a Lot during the months of April through October.

Section 8.10 – Garbage and Refuse Disposal. Refuse, trash, garbage or other waste material (collectively "Garbage") shall be disposed of only by depositing the same in sanitary covered bear-proof Garbage containers and shall be disposed of on a regular basis. No Lot shall be used for or maintained as a dumping ground for Garbage. All equipment for the storage or disposal of Garbage shall be kept in clean and sanitary condition. Garbage containers shall not be visible to adjacent Lots or to the public from the street, except when placed outside for collection the evening before or the day of garbage pick-up. No outside burning of trash or garbage is permitted.

Section 8.11 – Storage of Materials. For purposes of this **Article VIII**, "Materials" shall mean lawn and other yard tools and equipment, building materials, junk or scrap metal, wood piles, scrap wood, pallets, plows, machinery or parts thereof, vehicle parts, tires, furniture, appliances, motors, batteries, or any other similar items.

- (i) Any Materials stored on a Lot shall be stored in a safe and neat fashion, and shall not be visible from Mountain Air Drive or from nearby Lots or Dwellings.
- (ii) The storage of construction or building materials on a Lot, not being used in active construction on the Lot, is prohibited.

Section 8.12 – Temporary Structures and Mobile Homes. Except for temporary storage of equipment and building materials during the construction of an Improvement on a Lot, no temporary Dwelling or any structure of a temporary character, including without limitation a tent, shack, shed or trailer, shall be erected or maintained on any Lot. No mobile, modular or manufactured home or any structure having the same general appearance shall be permitted on any Lot. No temporary moveable structures may be used as a residence.

Section 8.13 – Window Coverings. No window shall be covered with garments, sheets, blankets, aluminum foil or similar materials.

Section 8.14 – Common Elements and Wetland Areas. The following activities are prohibited within the Common Elements and wetland areas as shown on the Planned Community Plat, unless



expressly authorized by, and then subject to such conditions as may be imposed by, the Executive Board:

- (i) Disposing of lawn or yard waste.
- (ii) Disposing of Garbage.
- (iii) Disposal or storage of any Materials.
- (iv) Cutting, mowing, harvesting, or disturbing the trees, shrubbery, or other natural vegetation.
- (v) Creating trails.
- (vi) Placing structures.
- (vii) Overnight camping or the erection of tents or other shelters.

Section 8.15 – Wildlife Safety Practices. For purposes of this **Section 8.15**, the term "wildlife" means all non-domesticated animals, and includes, but is not necessarily limited to, moose, bears, coyotes, wolves, wolverines, foxes, squirrels, birds of prey (including eagles, hawks, owls, falcons) and deleterious exotic wildlife.

- (a) The following activities are prohibited anywhere on the Property:
 - (i) Feeding or providing food to wildlife within the Property;
 - (ii) Keeping or leaving human food, animal food, birdseed, Garbage or any other substances within the Property in a manner that attracts wildlife;
 - (iii) Processing or cleaning fish or other animals outside; or
 - (iv) Engaging in activities that are intended to or known to attract wildlife.
- (b) Each Lot Owner shall be responsible to ensure that the occupants of a Lot and their respective guests or invitees observe generally accepted bear and wildlife safety practices.

Section 8.16 – Oil and Mineral Rights. No mining, prospecting, crushing, milling, oil drilling, oil development operations, oil refining, gravel pits, or quarrying operations of any kind shall be permitted upon or in the Property, nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be installed upon the surface of the Property or within five hundred feet (500') below the surface of such properties. No derrick or other structure designed for use in boring for oil



or natural gas shall be erected, maintained or permitted upon the Property. This provision does not include gravel excavation during the period of the time the Property is undergoing development.

Section 8.17 – Drones. A drone is defined as a powered aerial vehicle that flies autonomously or is remotely piloted. No Person may operate, cause, allow, or authorize the operation of a drone in the airspace above any portion of the Common Interest Community in such a way as to invade the privacy of the Lot Owners or their guests, whether equipped with a camera or otherwise. The Executive Board may, in its sole discretion, create Rules governing the use of drones in the Common Interest Community.

Section 8.18 – Tarpaulin and Other Coverings. Tarpaulin products constructed of any material and of any color are prohibited coverings for any item on a Lot in view of other Lots or Dwellings or from Mountain Air Drive.

Section 8.19 – Revegetation of Cleared Areas. Slash, stumps, overburden piles, surface debris and vegetation resulting from work or activity on any Lot shall be buried or removed from the Common Interest Community within thirty (30) days after the activity or work is performed. Such disturbed, cleared and exposed soil surfaces shall be reseeded or covered with landscaping or natural vegetation to prevent soil erosion and to maintain the natural beauty and aesthetic value of the Property.

Section 8.20 – Leasing. No Lot, Dwelling or any portion thereof, may be conveyed pursuant to a time-sharing plan. No Lot, Dwelling or any portion thereof, may be leased except by a written lease, rental agreement, or other instrument granting occupancy (collectively referred to herein as a “lease”). Each lease must have a lease term of at least thirty (30) days. Each lease must be filed with the Association, and written notice given of commencement and termination of possession. Each lease must incorporate the terms and restrictions of the Documents as a personal obligation of the tenant. Each lease must attorn to the Association as landlord solely for the purpose of enforcing the restrictions of the Documents following Notice and Hearing to the Lot Owner/landlord, and an opportunity to cure the violation, and then by direct levy, injunction and/or eviction by summary process, against the tenant. The Association will not otherwise assume the responsibilities or obligations of the landlord. The Association will have the right and power to exercise the landlord's rights of summary eviction against any tenant of the Lot Owner who violates the restrictions of the Documents, provided the Lot Owner/landlord has received Notice and Hearing and is given a reasonable opportunity to cure the violation following the Notice and Hearing. Notwithstanding anything herein to the contrary, the Lot Owner shall remain liable for compliance with the Documents, and shall be responsible for securing such compliance from their tenant(s).

Section 8.21 – Transient Usage. No Lot may be used for bed and breakfast, transient, hotel or motel purposes. The lease of a Lot or any portion thereof to a corporation, business, organization or other entity for residential use by an employee, guest or invitee of such entity is permitted only if the same employee, guest or invitee intends to occupy the leased space for a period of at least thirty (30) days.



Section 8.22 – Illegal or Improper Use. No illegal, improper, unsanitary, offensive, or environmentally prohibited use or activity may occur in or on any Lot or Common Element. Each Lot Owner shall (i) comply with and conform to all applicable laws, and (ii) defend, indemnify and hold the Association and other Unit Owners harmless from all demands, claims, fines, penalties, costs, fees, damages, losses, awards, judgments and liabilities that in any way arise out of, result from, or are based upon any such activity.

Section 8.23 – Compliance with All Laws and Ordinances. The Improvements on a Lot and the use of the Lots must comply with all local, federal, and state laws or ordinances unless the restrictions contained in the Declaration are more restrictive than the laws or ordinances, in which case, the uses of the Lots shall comply with the more restrictive covenants.

Section 8.24 – Compliance with Conservation Covenants. No Lot Owner shall take any action or make use of any portion of the wetlands areas shown on the Planned Community Plat in violation of any of the restrictions contained in the Conservation Covenants. Pursuant to **Section 8.22** of the Declaration, a Lot Owner shall defend, indemnify and hold the Association and other Unit Owners harmless for any violation of the Conservation Covenants committed by the Lot Owner, by any occupant of the Lot, or by the Lot Owner’s tenants, guests or invitees.

ARTICLE IX
CONSTRUCTION, ARCHITECTURE AND DESIGN RESTRICTIONS:
ADDITIONS, ALTERATIONS AND IMPROVEMENTS

Section 9.1 – Dwelling Structures. Dwelling structures within a Lot shall be subject to the following restrictions:

- (a) Not more than one (1) principal Dwelling structure shall be permitted on a Lot.
- (b) A principal Dwelling structure shall have a minimum of two thousand five hundred square feet (2,500 sq. ft.) of above-grade gross floor living area, exclusive of porches, garages, patios or decks.
- (c) Each Lot shall be permitted to have one (1) detached accessory Dwelling structure, not to exceed a total of one thousand square feet (1,000 sq. ft.) of gross floor living area.
- (d) All Dwelling structures must be constructed on a permanent foundation.
- (e) Any Dwelling structure that is erected or maintained upon a Lot, and any exterior addition thereto, must be in harmony as to external design, location and size with surrounding structures and topography.
- (f) Each Dwelling structure shall have finished siding. Use of vinyl or T-111 as exterior



siding is prohibited.

- (g) Exterior paint colors of any Dwelling structure shall be earth tones, including shades of tan, brown, beige, taupe, green, olive, sage, gray and black. Pastels, fluorescent or neon paint, and shades of magenta, purple or orange, are prohibited. Excessive use of highly contrasting color trim is prohibited.

Section 9.2 – Garages. A garage may be attached or detached from the principal Dwelling structure. Garages shall be at least six hundred square feet (600 sq. ft.) and shall accommodate at least two (2) full-sized vehicles parked side by side. Garages must be fully enclosed. Carports shall not be permitted.

Section 9.3 – Outbuildings. For purposes of this **Section 9.3**, "Outbuildings" shall be defined as sheds, greenhouses, storage buildings, detached garages, workshops, garden or tool sheds, dog houses and other animal enclosures, and similar such structures. A detached accessory Dwelling structure shall not be considered an Outbuilding. Outbuildings are subject to the following restrictions:

- (a) Not more than one (1) Outbuilding is permitted per Lot.
- (b) The combined total of all Outbuildings on a Lot shall not exceed six hundred square feet (600 sq. ft.) in area.
- (c) Outbuildings shall be constructed in a permanent manner. All Outbuildings shall be properly sided, painted, and roofed.
- (d) Quonset huts, lean-tos, shacks, or other such structures are prohibited.
- (e) Outbuildings shall be in a location that is behind the principal Dwelling when viewed from Mountain Air Drive or that is otherwise substantially screened from view from Mountain Air Drive.
- (f) The exterior appearance of any Outbuilding—including the structure, color and architectural design—shall complement the structure, color and appearance of the principal Dwelling on the Lot.
- (g) Outbuildings shall be single-story structures, and shall not exceed twenty-eight feet (28') in height above the finished ground surface. In no event shall the height of an Outbuilding on a Lot exceed the height of the principal Dwelling structure on the Lot.



Section 9.4 – Height of Dwelling Structures. The height of any Dwelling structure within a Lot shall not exceed thirty-five (35 ft.) in height above the finished ground surface.

Section 9.5 – Maximum Lot Coverage. The maximum Lot coverage of all building structures on a Lot, including the Dwelling, shall not exceed twenty percent (20%) of the Lot size.

Section 9.6 - Location & Setbacks. All Dwellings, Outbuildings and other Improvements on a Lot shall be placed in compliance with applicable Lot setback requirements of the State of Alaska and the Municipality of Anchorage.

Section 9.7 – Fences, Gates, and Similar Structures. Fences, including yard fencing, fencing for dog runs, animal pens, garden enclosures, and any other exterior boundary dividers, gates, or associated structures (collectively “Fences”) are permitted in accordance with the following provisions:

- (a) Except for dog runs, which may be constructed of any material including chain link, all other Fences on a Lot must be constructed of either (i) natural wood or materials having the appearance of natural wood, or (ii) wrought iron or black metal fencing having the appearance of wrought iron. Notwithstanding the foregoing, wooden Fences may have metal posts and brackets.
- (b) Dog runs shall not be visible from Mountain Air Drive.
- (c) All fencing on a Lot must be setback at least four feet (4') from the front wall of the principal Dwelling structure on the Lot.
- (d) Fences on a Lot shall not exceed six feet (6') in height.
- (e) All Fences shall be maintained by the Lot Owner in good repair.

Section 9.8 – Timely Construction. Construction of a Dwelling or other Improvement on a Lot, including any landscaping on a Lot, shall be completed within eighteen (18) months from the date of commencement of construction of such Improvement. For purposes of this **Section 9.8**, completion of construction means the completion of all exterior siding, windows and painting. Completion of landscaping shall include the removal of all debris, overburden and construction materials, and the completion of all walkways, driveways and final grading.

During the course of construction or landscaping, the Lot Owner is responsible for protection of pavements, curbs, walkways, streets, shoulders, utility structures and landscaping contiguous to, in the vicinity of, or leading to the construction area, from damage. The Lot Owner shall correct any disturbance or damage caused to the pavement, curbs, walkways, streets, shoulders, utility structures or landscaping. The Lot Owner shall also keep the road right-of-way and driveways reasonably clear of equipment, building materials, dirt, debris and similar items.



Section 9.9 – Drainage. No alteration of the drainage on any Lot shall be made that redirects the natural drainage flow in a manner that negatively impacts neighboring Lots or Common Elements.

Section 9.10 – Trees and Landscaping. No Lot Owner shall be permitted to clear a Lot on which standing trees of size and beauty exist. Special care should be taken of hemlock trees with a trunk size of two inches (2”) or more. Trees should be cleared only if necessary for construction and/or providing an optimum view from the Dwelling on the Lot. Space may be cleared to provide for construction and trees may be thinned, so long as the maximum natural beauty and aesthetic value of trees is retained. Cleared or disturbed areas must be landscaped within twelve (12) months of completion of the structure or Improvement.

Section 9.11 – Other Construction Guidelines. The following guidelines shall apply to all Lots within the Common Interest Community:

- (a) Siding shall be predominantly horizontal siding. Panelized or sheet siding may only be used judiciously in conjunction with other finishes.
- (b) Each Lot shall have a walkway from the driveway to the main entry of the principal Dwelling structure, which walkway shall be paved or constructed of pavers.

ARTICLE X

EASEMENTS AND LICENSES

Section 10.1 – Recorded Easements and Licenses. Recorded easements or licenses affecting the Common Interest Community are recited in **Schedule A-1** to the Declaration.

Section 10.2 – Easement for Maintenance of Wetlands Areas. Each Lot Owner hereby grants to the Association and to each other Lot Owner perpetual, non-exclusive easements for ingress and egress in, over, upon, across and through those portions of each Lot that include wetlands areas, as shown on the shown on the Planned Community Plat, for the purpose of, and only to the extent necessary for, maintenance of the wetlands areas and activities necessary for compliance with the Conservation Covenants.

ARTICLE XI

COMBINING, SUBDIVIDING & RELOCATING BOUNDARIES BETWEEN ADJOINING LOTS

Section 11.1 – Subdividing Lots. No Lot may be subdivided into two (2) smaller Lots.

Section 11.2 – Combining Lots. Subject to the recording of a subdivision plat approved by the Municipality of Anchorage, two (2) or more contiguous Lots may be combined into one (1) larger Lot upon application to the Association by the Lot Owners of the Lots affected by the combining of such Lots. If two (2) or more contiguous Lots are combined into one (1) larger Lot, then the one (1) larger



Lot shall have the percentage of liability for the Common Expenses that is the total of the percentage held by the contiguous Lots prior to the combination. The Association shall consent to the combination of such Lots and prepare an amendment to the Declaration that identifies the Lots involved and shows the percentage of liability for the Common Expenses that is allocated to the one (1) larger Lot. The amendment to the Declaration must be executed by the affected Lot Owners and the approval of all holders of Security Interests in the affected Lots shall be endorsed thereon. On recordation, the amendment to the Declaration shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association. The applicants shall be responsible for the costs of preparing the amendment, recording costs and the reasonable consultant fees of the Association if it is deemed necessary to employ a consultant by the Executive Board. The applicants shall also be responsible for preparing and recording a subdivision plat approved by the Municipality of Anchorage, including all costs associated therewith.

Section 11.3 – Relocation of Boundaries Between Lots. Subject to the recording of a subdivision plat approved by the Municipality of Anchorage, the boundaries between adjoining Lots may be relocated by an amendment to the Declaration upon application to the Association by the Lot Owners of the Lots affected by the relocation. There shall be no reallocation of the Allocated Interests of the Lots affected by the relocation. The Association shall consent to the reallocation and prepare an amendment to the Declaration and Plat that identifies the Lots involved and shows the relocation of the boundaries of such Lots. The amendment must be executed by those Lot Owners and the approval of all holders of Security Interests in the affected Lots shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association. The applicants will pay for the costs of preparation of the amendment and Plat, recording costs and the reasonable consultant fees of the Association if it is deemed necessary to employ a consultant by the Executive Board.

ARTICLE XII

AMENDMENTS TO DECLARATION

Section 12.1 – General. Except in cases of amendments that may be executed by the Association under Section 34.08.740 (Eminent Domain) of the Act; or by certain Lot Owners under **Article XI** (Combining, Subdividing & Relocating Boundaries Between Adjoining Lots); or Section 34.08.260 (Termination of Common Interest Community) of the Act, the Declaration may be amended only by vote or agreement of Lot Owners to which at least **sixty-seven percent (67%)** of the votes in the Association are allocated, unless a higher percentage is required under the Act.

Section 12.2 – Execution of Amendments. An amendment to the Declaration required by the Act to be recorded by the Association, which has been adopted in accordance with the Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.



Section 12.3 – Recordation of Amendments. Each amendment to the Declaration must be recorded in the Anchorage Recording District, and the amendment is effective only upon recording. An amendment must be indexed in the grantee's index in the name of the Common Interest Community and the Association and in the name of the parties executing the amendment.

Section 12.4 – Limitations of Challenges. An action to challenge the validity of an amendment adopted by the Association pursuant to this Article may not be brought more than one (1) year after the amendment is recorded.

ARTICLE XIII
AMENDMENTS TO BYLAWS

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

ARTICLE XIV
TERMINATION AND MERGER

Termination of the Common Interest Community may be accomplished only in accordance with Section 34.08.260 of the Act, which section is adopted herein by reference. The Common Interest Community may not be merged or consolidated with another common interest community except as provided in Section 34.08.290 of the Act.

ARTICLE XV
ASSESSMENT AND COLLECTION OF COMMON EXPENSES

Section 15.1 – Apportionment of Common Expenses. Except as provided in **Section 15.2**, all Common Expenses shall be assessed against all Lots in accordance with their percentage interest in the Common Expense Liability as shown on **Schedule A-2** to the Declaration.

Section 15.2 – Common Expenses Attributable to Fewer than all Lots.

- (a) Any Common Expense for services provided by the Association to an individual Lot, either required by the Declaration or provided at the request of the Lot Owner, shall be assessed against the Lot which benefits from such service.
- (b) If any Common Expense is caused by the willful misconduct, failure to comply with the Documents, or the gross negligence of any Lot Owner or tenant or a guest or invitee of a Lot Owner or tenant, the Association may, after Notice and Hearing, assess the portion of that Common Expense in excess of any insurance proceeds received by the Association under its insurance policy, whether that portion results from the application of a deductible or otherwise, exclusively against the Lot Owned by such Lot Owner.



- (c) Attorney's fees and costs incurred by the Association in collecting past due Common Expenses, assessments or other sums due from a Lot Owner, with or without the commencement of a foreclosure action or other legal proceedings, or incurred in representing the Association in any foreclosure actions brought against a Lot Owner in which the Association is named as a defendant, may be assessed exclusively against the Lot Owned by such Lot Owner.
- (d) Attorney's fees and costs incurred by the Association in enforcing the provisions of the Declaration, the Bylaws, and the Rules or any applicable law, ordinance, or regulation relating to the Common Interest Community against a Lot Owner or a tenant or other occupant of a Lot, with or without the commencement of litigation, arbitration, mediation, administrative proceedings, or hearings before the Executive Board, may be assessed exclusively against the Lot Owned by such Lot Owner: (i) by the Executive Board after Notice and Hearing; or (ii) as awarded by a court or arbitration order.
- (e) An assessment to pay a judgment against the Association, may be made only against the Lots in the Common Interest Community at the time the judgment was entered, in proportion to their Common Expense liabilities.
- (f) Fees, including attorney's fees, charges, late charges, fines, collection costs and interest charged against the Lot Owner pursuant to the Documents are enforceable against the Lot Owner as Common Expense assessments.

Section 15.3 – Lien.

- (a) The Association has a lien on a Lot for an assessment levied against the Lot or fines imposed against the Lot Owner from the time the assessment or fine becomes due. Fees, charges, late charges, collection costs, including reasonable attorney's fees, fines and interest charged pursuant to any of the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- (b) A lien under this Section is prior to all other liens and encumbrances on a Lot except: (1) a lien and encumbrance recorded before the recordation of the original Declaration described above in the introductory paragraph of the Declaration; (2) a first Security Interest on the Lot recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. A lien under this Section is also prior to all Security Interests described in (2) of this Subsection if the Common Expense assessment based on the periodic budget adopted by the Association, pursuant to **Section 15.4** of this Article, would have become due in the absence of



acceleration during the six (6) months immediately preceding the institution of an action to enforce the Association's lien. This does not affect the priority of mechanic's or materialmen's liens, or the priority of a lien for other assessments made by the Association. A lien under this Section is not subject to the provisions of AS 09.38.010, as it may be amended from time to time.

- (c) Recording of the Declaration constitutes a record notice and perfection of the lien. Further recording of a claim of lien for assessments under this Section is not required.
- (d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessment becomes due; provided that if a Lot Owner subject to a lien under this Section files a petition for relief under the US Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under §362 of the US Bankruptcy Code is lifted.
- (e) This Section does not prohibit an action to recover sums for which the Association has a lien; nor does it prohibit the Association from taking a deed in lieu of foreclosure.
- (f) When the Association acquires a judgment or decree in any action brought under this Section, such judgment or decree shall include an award to the Association for actual collection costs and reasonable attorney's fees.
- (g) A judgment or decree in an action brought under this Section is enforceable by execution under AS 09.35.010, as it may be amended from time to time.
- (h) The Association's lien must be foreclosed as a lien is foreclosed under AS 34.35.005, as it may be amended from time to time.
- (i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Lot Owner to collect all sums alleged to be due from that Lot Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to **Section 15.4**.
- (j) The purchaser at a foreclosure sale initiated by the holder of a Security Interest in a Lot is not liable for any unpaid assessments against the Lot which became due before the sale, other than the assessments which are prior to that Security Interest under



Section 15.3(b), above. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses for which all the Lot Owners, excluding the purchaser at the foreclosure sale, may be assessed. For the purposes of this Section, "the purchaser" shall include, but not be limited to, any holder of a Security Interest in a Lot which obtains title to a Lot.

- (k) Any payments received by the Association to discharge a Lot Owner's obligation may be applied to the oldest balance due.
- (l) The Association may acquire, hold, lease, mortgage and convey a Lot foreclosed upon pursuant to this Section for unpaid assessments.
- (m) A lien under this Section shall not be affected by any sale or transfer of a Lot except as provided in **Subsection (j)**, above.

Section 15.4 – Budget Adoption and Ratification. The Executive Board shall adopt a proposed budget for the Common Interest Community, and shall, within thirty (30) days after adoption, provide a summary of the budget to each Lot Owner. The Executive Board shall set a date for a meeting of the Lot Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a Majority of Lot Owners rejects the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Lot Owners continues until the Lot Owners ratify a budget proposed by the Executive Board.

Section 15.5 – Non-Budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in **Section 15.2**, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Executive Board shall submit such Common Expenses to the Lot Owners for their consideration and comment in the same manner as a budget under **Section 15.4**, above; provided, however, that such assessment can be considered at a special meeting as long as the notice required for annual meetings is provided to the Lot Owners.

Section 15.6 – Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Lot Owner a statement in recordable form setting out the amount of unpaid assessments against his or her Lot. The statement must be furnished within ten (10) business days after receipt of the request and is binding upon the Association, the Executive Board and each Lot Owner.

Section 15.7 – Payment of Common Expenses. All Common Expenses assessed under this Article shall be due and payable quarterly, or in such other intervals as the Executive Board may determine.



Section 15.8 – Acceleration of Common Expense Assessments. In the event of a default for a period of thirty (30) days by any Lot Owner in the payment of any Common Expense assessment levied against his or her Lot, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable. The holder of a first Security Interest in a Lot which has acquired title to any Lot as a result of a foreclosure of its Security Interest shall be exempt from the application of this Section.

Section 15.9 – Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first (1st) day of the month following the month in which conveyance of the first Lot to a Lot Owner other than the Declarant occurs.

Section 15.10 – No Waiver of Liability for Common Expenses. No Lot Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the assessments are made.

Section 15.11 – Personal Liability of Lot Owners. The Lot Owner of a Lot at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Lot unless he or she agrees to assume the obligation.

ARTICLE XVI **RIGHT TO ASSIGN FUTURE INCOME**

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

ARTICLE XVII **PERSONS AND LOTS SUBJECT TO DOCUMENTS; RULES AND ENFORCEMENT**

Section 17.1 – Compliance with the Documents. All Lot Owners, tenants, mortgagees and occupants of Lots shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or entering into occupancy of a Lot constitutes agreement that the provisions of the Documents are accepted and ratified by such Lot Owner, tenant, mortgagee or occupant, and all such provisions recorded in the records of the Anchorage Recording District, Third Judicial District, State of Alaska, are covenants running with the land and shall bind any Persons having at any time any interest in such Lot.

Section 17.2 – Adoption of Rules. The Executive Board, following Notice and Comment to all Lot Owners, may adopt reasonable Rules regarding the use of the Common Elements and the use and occupancy of Lots. Further, the Executive Board may adopt Rules consistent with the



Declaration for the assessment of fines against Lot Owners for any violation or action of a Lot Owner of the provisions of the Declaration, Bylaws, Rules or regulations of the Association.

The Executive Board may not adopt a Rule which contravenes an express provision of the Declaration or a right reasonably inferable from an express provision of this Declaration, but the Executive Board may adopt a Rule implementing, refining, or applying an express provision of the Declaration so long as such Rule does not contravene an express provision of the Declaration or a right reasonably inferable therefrom.

Section 17.3 – Notice to Lot Owners of Changes to Rules. Following the adoption, amendment, or repeal of a Rule, the Executive Board shall give all Lot Owners notice of its action and include with it a copy of any new or amended Rule.

Section 17.4 – Limitation on Challenges. No action to challenge the validity of any adoption, amendment, or repeal of a Rule adopted may be brought more than one (1) year after the date that notice of the amendment was given to the Lot Owners.

ARTICLE XVIII

INSURANCE

Section 18.1 – Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Lot Owners at their last known address.

Section 18.2 – Property Insurance.

- (a) Property insurance shall be maintained on any personal property or insurable Common Element Improvements owned by the Association. Selecting the amount of the deductible shall be according to the policy established by the Executive Board.
- (b) *Risks Insured Against.* The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.
- (c) The name of the insured shall be substantially "MOUNTAIN HEMLOCK ESTATES HOMEOWNERS ASSOCIATION, INC."

Section 18.3 – Liability Insurance. The Association shall maintain liability insurance, including medical payments insurance, in an amount determined by the Executive Board covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements and the activities of the Association. Insurance policies carried pursuant to this Section shall provide that:



- (a) Each Lot Owner is an insured Person under the policy with respect to liability arising out of membership in the Association;
- (b) The insurer waives the right to subrogation under the policy against a Lot Owner or member of the household of a Lot Owner;
- (c) An act or omission by a Lot Owner, unless acting within the scope of the Lot Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy;
- (d) If, at the time of a loss under the policy, there is other insurance in the name of a Lot Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance;
- (e) The insurer issuing the policy may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Lot Owner, and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known address.

Section 18.4 – Fidelity Insurance. The Association may, but shall not be required to, obtain a fidelity insurance policy.

Section 18.5 – Workers' Compensation Insurance. The Executive Board shall obtain and maintain Workers' Compensation Insurance, if required by the laws of the State of Alaska, in an amount sufficient to meet the requirements of the laws of the State of Alaska.

Section 18.6 – Directors and Officers Liability Insurance. The Executive Board shall obtain and maintain Directors and officers liability insurance, if reasonably available, covering all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

Section 18.7 – Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Lot Owners.

Section 18.8 – Premiums. Insurance premiums shall be a Common Expense.

Section 18.9 – Deductibles. Except as provided in **Section 15.2**, any deductibles for insurance coverage maintained by the Association shall be paid by the Association as a Common Expense.

Section 18.10 – Lot Owner Insurance. Lot Owners shall maintain insurance covering the insurable Improvements located within their Lot and liability arising from the conduct of Persons on



their Lot. The amount of coverage and the deductible for such insurance shall be at the discretion of the Lot Owner.

ARTICLE XIX
RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

Section 19.1 – Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the Documents require that an action to be taken after "Notice and Comment" and at any other time the Executive Board determines, then the Lot Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Lot Owner in writing and shall be delivered personally or by mail to all Lot Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Lot Owners. The notice shall be given not less than **ten (10) days** before the proposed action is to be taken. It shall invite comment to the Executive Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Lot Owner to be heard at a formally constituted meeting.

Section 19.2 – Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the Manager, etc.) shall give written notice of the proposed action to all Lot Owners whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. The notice shall be given in writing and shall be delivered personally or by mail, not less than **ten (10) days** before the hearing date. At the hearing, affected Persons shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected Persons shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 19.3 – Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of Persons other than the Executive Board by filing a written notice of appeal with the Executive Board within **ten (10) days** after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XX
EXECUTIVE BOARD

Section 20.1 – Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, the Bylaws or the Articles of Incorporation.



The Executive Board shall have, subject to the limitations contained in the Declaration and the Nonprofit Corporations Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community, which shall include, but are not limited to, the following:

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



- (n) Impose a reasonable charge for the preparation and recordation of amendments to the Declaration, the filing and recording of a plat or plan that accompanies an amendment, resale certificates, or a statement of unpaid assessments;
- (o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;
- (p) Assign the Association's right to future income, including the right to receive Common Expense assessments;
- (q) Exercise any other powers conferred by the Declaration or the Bylaws;
- (r) Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;
- (s) Exercise any other power necessary and proper for the governance and operation of the Association; and
- (t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Lot Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Lot Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 20.2 – Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend the Declaration, to terminate the Common Interest Community, or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of the term.

Section 20.3 – Minutes of Executive Board Meetings. The Executive Board shall permit any Lot Owner to inspect the minutes of Executive Board meetings during normal business hours. The minutes shall be available for inspection within fifteen (15) days after such meeting.

Section 20.4 – Inspection of Books. The Association shall maintain current copies of the Declaration, Bylaws, Rules, books, records and financial statements. The Association shall permit any Lot Owner to inspect the books and records of the Association during normal business hours.



Section 20.5 – Financial Statements. The Association shall provide any Lot Owner who submits a written request a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association.

ARTICLE XXI
EXECUTIVE BOARD MEETINGS

Section 21.1 – Access. All meetings of the Executive Board at which action is to be taken by vote at such meeting will be open to the Lot Owners, except as hereafter provided.

Section 21.2 – Meetings and Notice of Meetings. Regular meetings may be set by a schedule appointed by resolution of the Executive Board and no further notice will be required. Special meetings of the Executive Board may be called by the president or by a majority of the Directors on at least three (3) business days' notice to each member of the Executive Board. The notice will be hand-delivered, emailed or mailed and will state the time, place and purpose of the meeting.

Section 21.3 – Executive Sessions. Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Lot Owners, where the action taken at the executive session involves personnel, pending litigation, contract negotiations, or enforcement actions, or where no action is taken at the executive session requiring the affirmative vote of Directors.

ARTICLE XXII
CONDEMNATION

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

ARTICLE XXIII
MISCELLANEOUS

Section 23.1 – Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents or the intent of any provision thereof.

Section 23.2 – Gender. The use of the masculine gender refers to the feminine and neutral genders and the use of the singular includes the plural and vice versa, whenever the context of the Documents so require.

Section 23.3 – Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.



Section 23.4 – Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

Section 23.5 – Conflict. The Documents are intended to comply with the requirements of the Alaska Nonprofit Corporations Act, and with the Uniform Common Interest Ownership Act. In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between the Declaration and any other Document, the Declaration shall control.

Section 23.6 – Rights of Action. The Association and any aggrieved Lot Owner shall have a right of action against Lot Owners for failure to comply with the provisions of the Documents, or with decisions of the Association which are made pursuant to the Documents. Lot Owners shall also have such rights of action against the Association.

Section 23.7 – Violations of Restrictions. The Association may assess fines for violations of any restriction of the Declaration in accordance with Rules adopted by the Association and amended from time to time.

Section 23.8 - Association Not a Guarantor of Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Common Interest Community designed to make the Property safer than it otherwise might be.

NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT, SHALL BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE COMMON INTEREST COMMUNITY, NOR SHALL THEY BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. EACH LOT OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS AND LOT OCCUPANTS THAT THE ASSOCIATION, ITS EXECUTIVE BOARD AND COMMITTEES, DECLARANT AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH PERSON USING THE COMMON INTEREST COMMUNITY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS RESULTING FROM ACTS OF THIRD PARTIES.

ARTICLE XXIV **MEDIATION & ARBITRATION**

Section 24.1 - Mediation Clause. No Lot Owner shall commence an arbitration proceeding under the provisions of **Section 24.2** below, unless such Lot Owner shall first give a written notice ("**Dispute Notice**") to the Association stating the nature of the dispute. The parties shall attempt in good faith to resolve the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association in effect on the date of the Dispute Notice. If the dispute has not



been resolved by mediation as provided above within sixty (60) days after the delivery of the Dispute Notice, the dispute shall be determined by arbitration in accordance with the provisions of **Section 24.2**.

Section 24.2 - Arbitration Clause. Any controversy, claim, counterclaim or dispute ("**Claim**") of whatever nature arising between Lot Owners or between Lot Owners and the Association, including but not limited to, those arising out of or relating to the Declaration and associated Documents or the construction, interpretation, performance, breach, termination, enforceability or validity of the Declaration, whether such claim existed before or arises on or after the date of the Declaration, including the determination of the scope of the Declaration to arbitrate, that is not settled through mediation as provided in **Section 24.1** above shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. All claims will be subject to the statutes of limitation applicable if they were litigated.

If arbitration occurs, one neutral arbitrator will decide all issues unless any Claim is \$100,000.00 or more, in which case three neutral arbitrators will decide all issues. All arbitrators will be active Alaska State Bar members in good standing. In addition to all other powers, the arbitrator(s) will have the exclusive right to determine all issues of arbitrability. Judgment on any arbitration award may be entered in any court with jurisdiction.

The arbitrator(s) shall award the prevailing party reasonable expenses and costs including reasonable attorneys' fees plus interest on the amount due at the legal rate provided in AS 45.45.010(a). The decision of the arbitrator shall be final and binding and judgment may be entered thereon in any court with jurisdiction. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled reasonable expenses and costs including reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

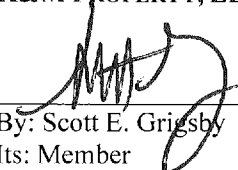
If any Lot Owner or the Association institutes any judicial proceeding, such action will not be a waiver of the right to submit any Claim to arbitration. In addition, each Lot Owner and the Association have the right before, during, and after any arbitration to exercise any of the following remedies, in any order or concurrently: (i) setoff, (ii) self-help repossession, (iii) judicial or non-judicial foreclosure against real or personal property collateral, (iv) provisional remedies, including injunction, appointment of receiver, attachment, claim and delivery, and replevin.

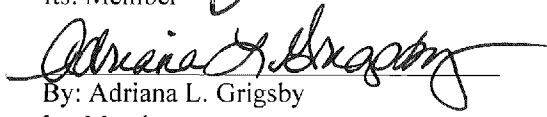
This arbitration clause cannot be modified or waived by any Lot Owner or the Association except in a writing that refers to this arbitration clause and is signed by all parties to the Claim.

IN WITNESS WHEREOF, Declarant has caused the Declaration to be executed this 25th day of June, 2024.



DECLARANT: K&M PROPERTY, LLC.

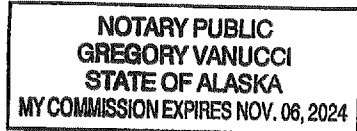

By: Scott E. Grigsby
Its: Member

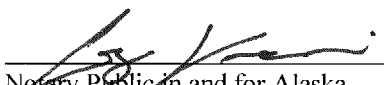

By: Adriana L. Grigsby
Its: Member

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 25TH day of JUNE, 2024, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **SCOTT E. GRIGSBY**, to me known and known to me to be a **MEMBER** of **K&M PROPERTY, LLC.**, and known to me to be the person who signed the foregoing instrument, on behalf of said limited liability company, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said limited liability company for the uses and purposes therein expressed.

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

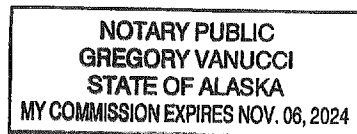


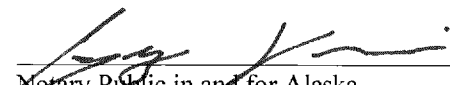

Notary Public in and for Alaska
My Commission Expires: NOV. 06, 2024

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 25TH day of JUNE, 2024, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **ADRIANA L. GRIGSBY**, to me known and known to me to be a **MEMBER** of **K&M PROPERTY, LLC.**, and known to me to be the person who signed the foregoing instrument, on behalf of said limited liability company, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said limited liability company for the uses and purposes therein expressed.

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




Notary Public in and for Alaska
My Commission Expires: NOV. 06, 2024



SCHEDULE A-1
DESCRIPTION OF THE COMMON INTEREST COMMUNITY

**Lots 1-7, Block 5, and Tract B-1, SHANGRI-LA ESTATES-EAST
SUBDIVISION PHASE 2, according to the official plat thereof, Plat No.
2023-45, records of the Anchorage Recording District, Third Judicial
District, State of Alaska.**

**THE RECORDING DATA FOR RECORDED EASEMENTS & LICENSES APPURTENANT
TO OR INCLUDED IN THE COMMON INTEREST COMMUNITY**

1. Reservations and exceptions as contained in the U.S. Patent No. 1155580, recorded December 6, 1955, Book 125, Page 332 and/or in Acts authorizing the issuance thereof.
2. Reservation of section line easement 33 feet in width along each side of the section line as provided by 43 U.S.C. 932.
3. Right-of-Way Easement, including terms and provisions thereof, granted to Chugach Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system, recorded January 17, 1955, Book 113 Page 213.
4. Declaration of Conservation Covenants and Restrictions, including the terms and provision thereof, recorded July 13, 2011 as Instrument No. 2011-032403-0.
5. Easements and/or licenses as may be recited, dedicated or shown on Plat No. 2023-45.
6. Easements and/or licenses as may be contained in the Declaration of Covenants, Conditions, and Restrictions recorded August 30, 2011, Serial No. 2011-040795-0, and as amendments thereto recorded October 12, 2016, Instrument No. 2016-043032-0 and as re-recorded November 8, 2016, Instrument No. 2016-047395-0.
7. Easements and/or licenses as may be contained in the Declaration of Conservation Covenants and Restrictions, recorded July 13, 2011 as Serial No. 2011-032403-0, as amended by the Amendment to Declaration of Conservation Covenants and Restrictions, recorded September 26, 2023 as Serial No. 2023-026672-0.

**All documents listed above are recorded in the Anchorage Recording District, Third Judicial District, State of Alaska.*



SCHEDULE A-2
TABLE OF INTERESTS

<u>Lot</u>	<u>Percentage Liability for Common Expenses</u>	<u>Votes in the Association</u>
1	14.29%	1
2	14.29%	1
3	14.29%	1
4	14.29%	1
5	14.29%	1
6	14.29%	1
7	14.29%	1
7 Lots	100%	7 Votes

*Allocations are subject to rounding to result in 100%.



SCHEDULE A-3
PLANNED COMMUNITY PLAT

MOUNTAIN HEMLOCK ESTATES

*A Planned Community located on
Lots 1-7, Block 5; and Tract B-1; Shangri-La Estates-East Subdivision Phase 2,
according to the official plat thereof, Plat No. 2023-45*

[PLANNED COMMUNITY PLAT WITH ENLARGEMENTS APPEARS ON THE FOLLOWING PAGES]

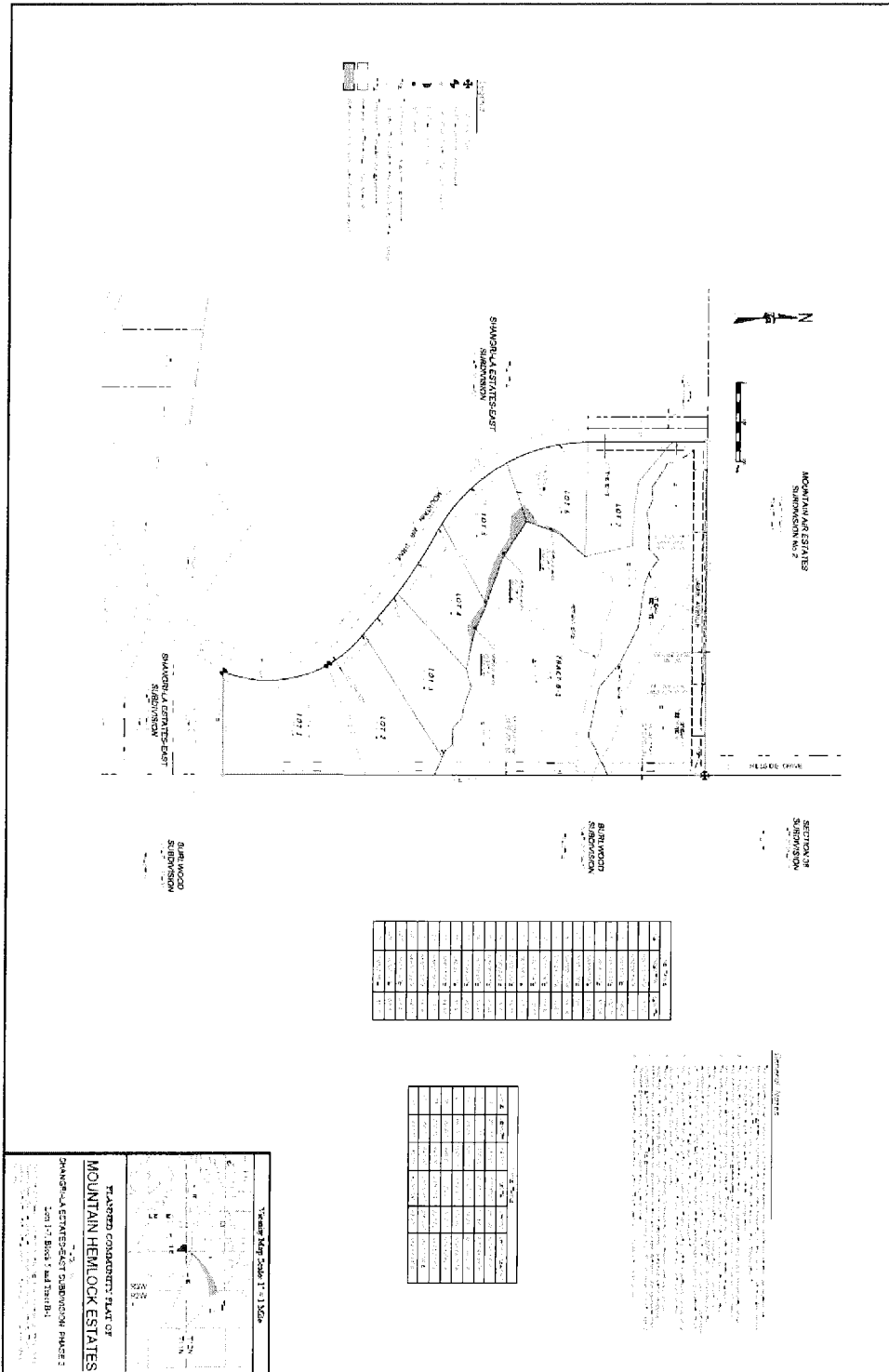
DECLARATION OF MOUNTAIN HEMLOCK ESTATES
G495801

Page 40










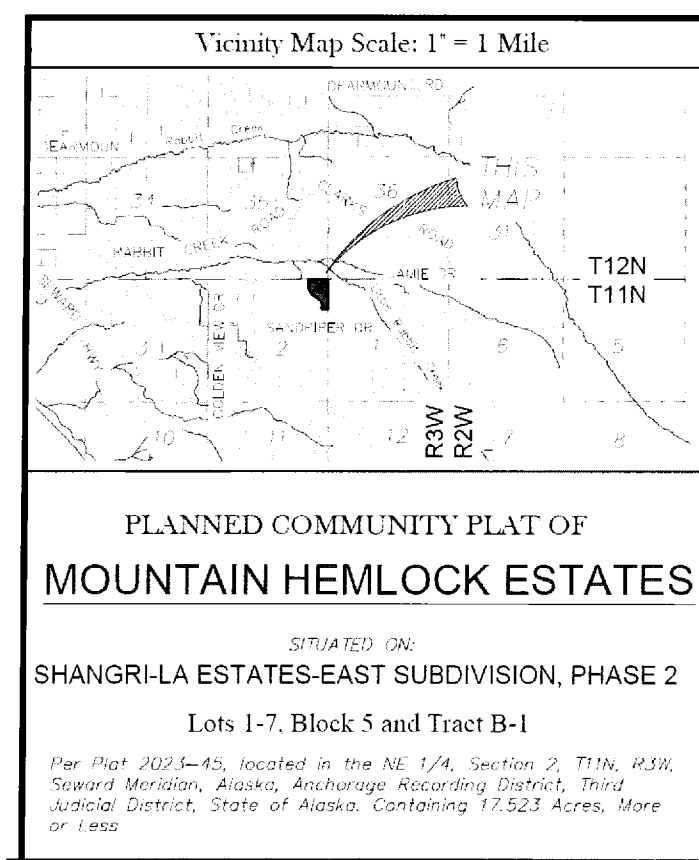
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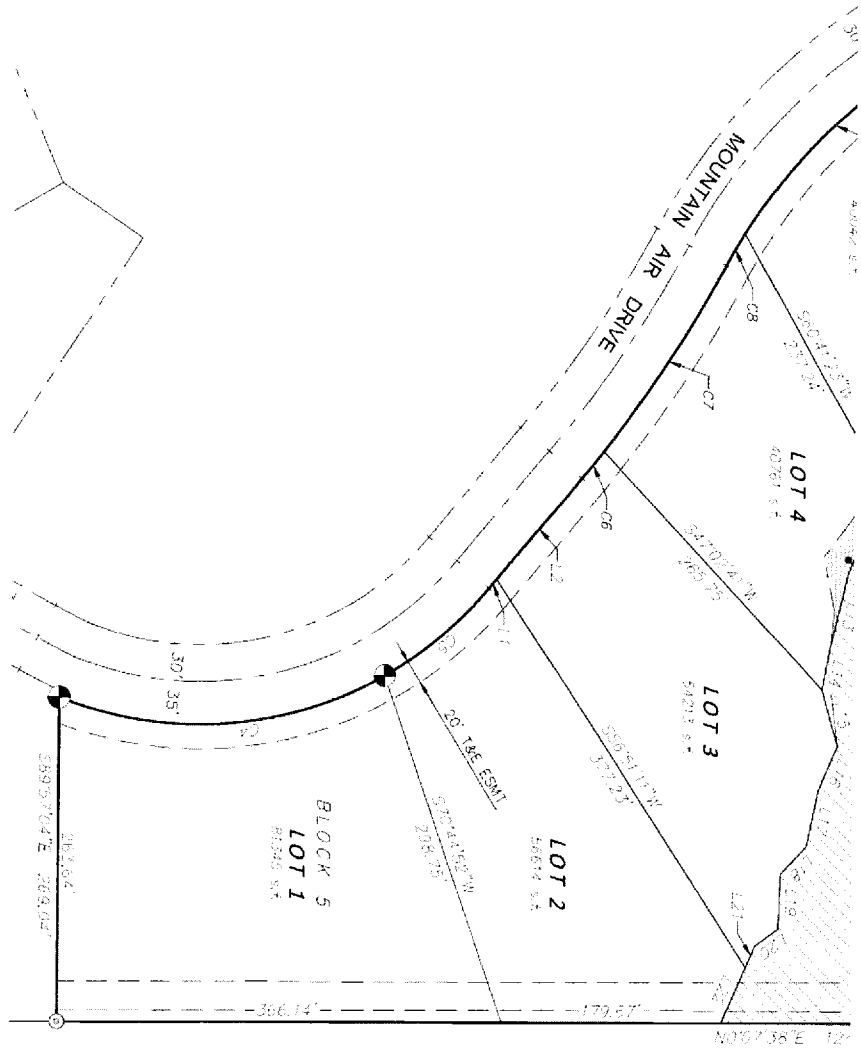
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Legend

-  2 1/2" Iron Pipe
-  3 1/4" Aluminum Monument
-  1 1/4" Blue Plastic Cap 5/8" Rebar
-  2 1/2" Aluminum Cap
-  5/8" Rebar
- T&E* Telecommunication & Electric Easement
- (C)* Dedicated This Plat to the Municipality of Anchorage
- T.T.A.* Temporary Turn-Around Easement
-  Wetlands in Tract B-1 (See Note 8)
-  Wetlands in Individual Lots (area as noted)





DECLARATION OF MOUNTAIN HEMLOCK ESTATES
G495801



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N50°06'58"W	9.52
L2	N50°06'58"W	107.30
L3	N0°00'07"E	218.39
L4	S48°33'33"E	132.71
L5	S81°41'14"E	82.08
L6	S88°40'38"E	81.96
L7	S12°22'36"E	126.75
L8	S40°25'16"W	88.74
L9	S20°24'07"W	90.63
L10	S57°01'06"E	114.81
L11	S70°51'54"E	122.80
L12	S67°26'51"E	77.14
L13	S76°54'29"E	66.75
L14	S79°49'29"E	29.95
L15	N74°40'17"E	47.66
L16	S87°18'29"E	39.40
L17	S77°44'58"E	46.23
L18	S46°39'17"E	30.90
L19	S88°13'58"E	44.49
L20	N36°21'06"W	23.23
L21	N66°07'29"W	19.06
L22	N66°07'29"W	49.53
L23	N0°00'07"E	24.65
L24	N0°00'07"E	64.90
L25	N0°07'38"E	35.00



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C4	277.13'	310.00'	51°13'12"	267.99'	N3°45'43"W
C5	112.27'	310.00'	20°45'01"	111.66'	N39°44'49"W
C6	28.26'	1045.07'	1°32'57"	28.26'	N50°56'37"W
C7	182.03'	1045.07'	9°58'47"	181.80'	N56°44'29"W
C8	30.22'	445.00'	3°53'29"	30.22'	N59°42'42"W
C9	230.15'	445.00'	29°37'59"	227.60'	N42°56'56"W
C10	218.73'	445.00'	28°09'45"	216.54'	S14°03'06"E
C11	47.12'	30.00'	89°59'08"	42.42'	S44°59'41"W

General Notes

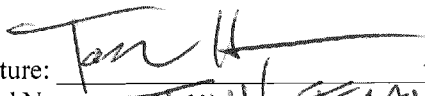
1. The Property shown herein is subject to the terms and conditions of the Declaration of Mountain Hemlock Estates, recorded of even date herewith, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska (the "Declaration").
2. For a description of Lot, see Article IV of the Declaration.
3. The Property shown herein is subject to the notes, easements and slope easements shown on the subdivision plat of Shangri-La Estates—East Subdivision Phase 2, Plat No. 2023-45, records of the Anchorage Recording District, Third Judicial District, State of Alaska.
4. The wetlands areas shown on this Planned Community Plat shall be maintained by the Association in accordance with that certain Declaration of Conservation Covenants and Restrictions, recorded on July 13, 2011 as Serial No. 2011-032403-0, as amended by the Amendment to Declaration of Conservation Covenants and Restrictions recorded on September 26, 2023 as Serial No. 2023-026672-0, records of the Anchorage Recording District, Third Judicial District, State of Alaska (the "Conservation Covenants").
5. No Lot Owner shall take any action or make use of any portion of the wetlands areas shown on the Planned Community Plat in violation of any of the restrictions contained in the Declaration or the Conservation Covenants.
6. There are streams located within this Planned Community and stream setbacks will be as specified in the Anchorage Municipal Code. Portions of streams contained within mapped wetlands are subject to setbacks as described in the Anchorage Wetlands Management Plan.
7. Chugach Electric Association T&E Easement recorded January 17, 1955 in Book 113 at Page 213 (Blanket Easement) is not being dedicated by this plat.
8. The area of wetlands situated entirely within Tract B-1 is 257,448 s.f. (5.91 acres).



SURVEYOR'S CERTIFICATE

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

I do hereby certify that the planned community plat of **Mountain Hemlock Estates**, is a true and correct layout of the Lots and that the information as required by Alaska Statute 34.08.170 is provided for on this plat filed herewith.

Signature: 
Printed Name: TOM HOFFMAN
Registered Land Surveyor No. LS 9020

