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**2007-022239-0**

Recording Dist: 311 - Palmer

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DECLARATION

of

THE PRESERVE AT SHEEP CREEK CONDOMINIUM

AFTER RECORDING, RETURN TO:  
Preserve at Sheep Creek, LLC  
3640 Arctic Blvd., Suite 101  
Anchorage, Alaska 99503-5711

DECLARATION  
OF  
THE PRESERVE AT SHEEP CREEK CONDOMINIUM

Declarant, Preserve at Sheep Creek, LLC, an Alaska limited liability company, with an office at 3940 Arctic Boulevard, Suite 101, Anchorage, Alaska 99503-5711, does hereby submit the real property in Palmer Recording District Alaska, described in Schedule A-1, to the provisions of the Common Interest Ownership Act, Title 34, Chapter 8, of the Alaska Statutes, for the purpose of creating The Preserve at Sheep Creek Condominium and making the Improvements shown on the Plat attached as Schedule A-3.

The Preserve at Sheep Creek Condominium is a condominium.

ARTICLE I  
Definitions

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

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

Section 1.2 - Additional Property. There is no additional real estate which Declarant may add to the Common Interest Community.

Section 1.3 - Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability and vote in the Association allocated to Lots in the Common Interest Community. The Allocated Interests are described in Article IX of this Declaration and shown on Schedule A-2.

Section 1.5 - Association. The Preserve at Sheep Creek Owners Association, Inc., a nonprofit corporation organized under Title 10, Chapter 20 of the statutes of the State of Alaska. It is the Association of Lot Owners pursuant to Section 34.08.310 of the Act.

Section 1.6 - 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 to be recorded in the property records.

Section 1.7 - Commercial Lots. There will be no commercial lots in the Community.

Section 1.8 - Common Elements. Each portion of the Common Interest Community other than a Lot.



Section 1.9 - Common Expenses. The expenses or financial liabilities for the operation of the Common Interest Community. These include:

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

Section 1.10 - Common Interest Community. The real property described in Schedule A-1, subject to the Declaration of The Preserve at Sheep Creek Condominium.

Section 1.11 - Condominium. A Common Interest Community in which portions of the real estate are designated for separate ownership, the remainder of the real estate is designated for common ownership solely by the owners of those portions, and the undivided interests in the Common Elements are vested in Lot Owners.

Section 1.12 - Declarant. Preserve at Sheep Creek, LLC, an Alaska limited liability company, or its successor as defined in Subsection 34.08.990(12) of the Act.

Section 1.13 - Declaration. This document, including any amendments.

Section 1.14 - Development Rights. The rights reserved by the Declarant under Article 8 of this Declaration to create Lots and Common Elements.

Section 1.15 - Director. A member of the Executive Board.

Section 1.16 - Documents. The Declaration and Plat recorded and filed pursuant to the provisions of the Act, the Bylaws, and the Rules as they may be amended from time to time. Any exhibits, schedule, or certification accompanying a Document is a part of that Document.

Section 1.17 - Eligible Insurer. An insurer or guarantor of a first Security Interest in a Lot which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Lot. Such notice shall be deemed to include a request that the eligible insurer be given the notices and other rights described in Article XVII.



Section 1.18 - Eligible Mortgagee. The holder of a first Security Interest in a Lot which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Lot. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVII.

Section 1.19 - Executive Board. The Board of Directors of the Association.

Section 1.20 - Improvements. Any construction, structure, fixture or facilities existing or to be construed on the land included in the Common Interest Community, including but not limited to, buildings, trees, shrubbery planted by the Declarant, a Lot Owner or the Association, paving, utility wires, pipes and light poles.

Section 1.21 - Limited Common Elements. The portion of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Lots by the Declaration. The Limited Common Elements in the Common Interest Community are described in Article V of this Declaration.

Section 1.22 - Lot. A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Section 4.2 of this Declaration. A Lot is a Unit as defined in the Act.

Section 1.23 - Lot Owner. The Declarant or other Person who owns a Lot, and does not include a Person having an interest in a Lot solely as security for an obligation. The Declarant is the initial owner of any Lot created by this Declaration.

Section 1.24 - Majority or Majority of Lot Owners. The owners of more than fifty percent (50%) of the votes in the Association.

Section 1.25 - Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 1.26 - 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 23.1 of this Declaration.

Section 1.27 - 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 23.2 of this Declaration.

Section 1.28 - Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.29 - Plat. The plat filed with this Declaration as Schedule A-3, as it may be amended from time to time.

Section 1.30 - Property. The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

Section 1.31 - Public Offering Statement. The current document prepared pursuant to AS 34.08.530 of the Act as it may be amended from time to time, and provided to purchasers prior to the time of execution of a purchase agreement.

Section 1.32 - Residential Lot. Residential Lots are all the Lots which are restricted and governed by the provisions of this Declaration and as shown on the plat, a copy of which is attached hereto as Schedule A-3.

Section 1.33 - Rules. Rules for the use of Lots and Common Elements and for the conduct of persons within the Common Interest Community, adopted by the Executive Board pursuant to this Declaration.

Section 1.34 - Security Interest. An interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.35 - Special Declarant Rights. Right reserved for the benefit of a Declarant to (a) complete Improvements indicated on Plat filed with the Declaration; (b) exercise any Development Right; (c) maintain sales offices, management offices, signs advertising the Common Interest Community, and models; (d) use easement through the Common Elements for the purpose of making Improvements within the Common Interest Community or within real estate that may be added to the Common Interest Community; (e) appoint or remove an officer of the Association or any Executive Board member during any period of Declarant control; and (f) to obtain gravel from any Tract for road or utility construction.

Section 1.36 -Trustee. The entity which may be designated by the Executive Board as the Trustee for the receipt, administration, and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources as defined in the Bylaws. If no Trustee has been designated, the Trustee will be the Executive Board from time to time constituted, acting by majority vote, as executed by the President and attested by the Secretary.



ARTICLE II

Name and Type of Common Interest Community and Association

Section 2.1 - Common Interest Community. The name of the Common Interest Community is The Preserve at Sheep Creek Condominium and it is a condominium community.

Section 2.2 - Association. The name of the Association is The Preserve at Sheep Creek Owners Association, Inc.

ARTICLE III

Description of Land

The entire Common Interest Community is situated in the Palmer Recording District, Third Judicial District, State of Alaska, and is located on land described in Schedule A-1.

ARTICLE IV

Maximum Number of Lots (Lots); Boundaries

Section 4.1 - Maximum Number of Lots. This Common Interest Community upon creation contains ninety-three ( 93 ) Lots. There will be no additional lots added. Each Lot as defined in AS 34.08.100 of the Act and in this Declaration includes all improvements located within the boundaries of the Lot.

Section 4.2 - Boundary Perimeters. Lots include title and right to possession and improvements within the block of airspace above the physical surface and the planes constituting the boundaries of each Lot created by the Declaration and as shown on the Plat as numbered Lots. Each Lot at the time of sale may include within it improvements such as a building, pad, utility line or driveway. The boundaries of the Lot do not create a tract or parcel of land described as a "subdivision" as in AS 40.15.290. Buildings may be constructed within the air space above the land and within the Lot boundaries defined and described as follows:

- (a) Upper Boundary. The horizontal plane forty feet (40') above grade and parallel to the lower boundary and extending to the vertical perimeter boundaries.
- (b) Lower Boundary. The horizontal plane extending to the vertical perimeter boundaries at an elevation twelve feet (12') below the grade of the Lot at the boundary between Lot and the road.
- (c) Vertical-Perimeter Boundaries. The vertical planes extending between the upper and lower boundaries and located by reference to the measurements to the property line shown on the Plat attached as Schedule A-3.



(d) Inclusions. Each Lot will include space and improvements lying within the boundaries described in Sections 4.2(a), (b) and (c) above and any man-made improvements serving only the Lot.

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

(f) Inconsistency with Plat. If this definition is inconsistent with the Plat, then this definition will control.

#### ARTICLE V Limited Common Elements

There are no Limited Common Elements in this common interest community at this time. Water wells extending below the lower boundary of a Lot will be a Limited Common Element assigned to that Lot.

#### ARTICLE VI Conveyance or Encumbrance of Common Elements

Section 6.1 - Lot Owner Approval. Portions of the Common Elements may be conveyed or subjected to a security interest by the Association if persons entitled to cast at least eighty percent (80%) of the votes in the Association, agree to this action.

Section 6.2 - Proceeds of Sale or Loan. The proceeds of sale and proceeds of a loan secured by encumbering a Common Element are an asset of the Association.

Section 6.3 - Form of Conveyance and Ratification. An agreement to convey Common Elements or to subject the Common Elements to security interest must be evidenced by the execution of an agreement, or ratification of the agreement, in the same manner as a deed by the requisite number of Lot Owners. The Agreement must specify a date after which the agreement will be void unless recorded before that date. The agreement is effective only upon recording.

Section 6.4 - Association Contract to Convey. The Association on behalf of the Lot Owners may contract to convey an interest in Common Elements as provided in this Article but the contract is not enforceable against the Association until approved as required herein. After approval, the Association has the powers necessary and appropriate to put in effect the conveyance or encumbrance, including the power to execute a deed or other instrument.



ARTICLE VII  
Maintenance, Repair and Replacement

Section 7.1 - Common Elements.

(a) The Common Elements in The Preserve at Sheep Creek Condominium include but are not limited to the gate into the community, the roads shown on the plat at Schedule A-3, Tracts A, B, C and D which are Preserve Areas, Tract E and G which are common areas for private access to Sheep Creek Slough for all Lot Owners and Tract F which is a private pedestrian walkway.

(b) The Association shall maintain, repair and replace the Common Elements. Such maintenance expenses shall be assessed against all Lots in accordance with their Allocated Interests in the Common Expenses.

Section 7.2 - Lots. Each Lot Owner shall be responsible to maintain all Improvements within their Lot in good repair. In the event that a Lot Owner should fail to perform any obligation required in this Section as may be determined by the Executive Board, then the Executive Board may provide for the performance of any such neglected obligation by whatever reasonable means it may determine in its sole discretion. In case of emergency as determined by the Executive Board, it may act immediately; and in all other cases the Executive Board may act hereunder following thirty (30) days written notice to the Lot Owner. All expense incurred by the Executive Board or the Homeowners Association as a result of taking action under this Section shall be chargeable to the Lot Owner as provided for under Section 18.2 hereof.

Section 7.3 - Repairs Resulting from Negligence. Each Lot Owner will reimburse the Association for any damages to any other Lot or to the Common Elements caused intentionally or negligently by the Lot Owner or that Lot Owner's guests or invitees or by his or her failure to properly maintain his or her Lot. The Association will be responsible for damage to Lots caused intentionally or negligently by the Association or by its failure to maintain, repair or make replacements to the Common Elements. If such expense is caused by misconduct, it will be assessed following Notice and Hearing.

Section 7.4 - Access. Any person authorized by the Executive Board shall have the right to access to all portions of the Property for the purpose of correcting any condition as described in Section 7.2 or any condition threatening a Lot or the Common Elements. Such right of access shall also be extended for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment. Requests for such entry shall be made in advance and at times reasonably convenient to the affected Lot Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Lot Owner is present at the time.

Section 7.5 - Allocation of Costs of Repairs and Maintenance. Each Lot Owner will reimburse the Association for any costs incurred for repairs and maintenance performed by the



Association under the provisions of Section 7.2. In addition, each Lot Owner shall reimburse the Association for any costs, including insurance deductibles, incurred by the Association due to damage to any Lot or to the Common Elements, to the extent that such damages or costs were caused intentionally, negligently or otherwise by the Lot Owner's failure to properly maintain, repair or make replacements to his or her Lot. Such expense will be assessed following Notice and Hearing. The Association will be responsible for damage to Lots caused intentionally, negligently or by its failure to maintain, repair or make replacements to Common Elements.

Section 7.6 - No additional component or element may be attached without consent of the Executive Board. No additional component or element may be attached to any Common Element Improvement without the written consent of the Executive Board. In the event that any additional component or element of a Limited Common Element attached thereto by the Lot Owner becomes deteriorated or unsightly or is inconsistent with conditions of installation it may be removed or repaired at the Lot Owner's expense as a Common Expense Assessment under this Section, after Notice and Hearing.

ARTICLE VIII  
Development Rights and Other Special Declarant Rights

Section 8.1 - Reservations of Development Rights. The Declarant reserves the following Development Rights, but this shall not be interpreted as Declarant being obliged to perform any such development.

- (a) Those stated in Section 8.3 below.

Section 8.2 - Limitations on Development Rights. The Development Rights reserved in Section 8.1 are limited as follows:

- (a) Unless sooner terminated by a recorded instrument signed by the Declarant, any Development or Special Declarant Right may be exercised by the Declarant for the period of time specified in the Act.

Section 8.3 - Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Common Interest Community.

- (a) The right to complete Improvements indicated on the Plat filed with the Declaration.
- (b) The right to improve the roads, and install or work on other facilities across the Common Interest Community for the purpose of furnishing utility and other services to the Lots.
- (c) The right to grant easements to public utility companies to construct



Improvements within those easements anywhere in the Common Interest Community.

(d) To maintain sales offices, management offices, signs advertising Lots in the Common Interest Community.

(e) To appoint or remove an officer of the Association or an Executive Board Member during a period of Declarant control subject to the provisions of Section 8.8 of this Declaration.

(f) To exercise a Development Right reserved in this Declaration as set forth in Section 8.1.

(g) To transfer Tracts A, B, C and D or any of them to an organization that will oversee the management and control thereof as a preserve but subject to all restrictions stated herein.

Section 8.4 - Sales Offices and Management Offices. As long as the Declarant is a Lot Owner, the Declarant and its duly authorized agents, representatives and employees may maintain on a Lot owned by the Declarant or any portion of the Common Elements together with a sales office or management office.

Section 8.5 - Construction; Declarant's Easement. The Declarant reserves the right to perform repairs and construction work and to store materials in secure areas on Declarant owned Lots and the Common Elements. Declarant further reserves the right to control all work and repairs and maintains the right of access thereto until its completion. The work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of or exercising Special Declarant Rights, whether arising under the Act or reserved in the Declaration. Such easement includes the right to convey utility and drainage easements to public utilities, municipalities, the State, riparian owners or upland owners to fulfill the plan of development.

Section 8.6 - Signs and Marketing. The Declarant reserves the right to post signs and displays in the Common Elements to promote the sale of Lots and to conduct general sales activities, in a manner that will not unreasonably disturb the rights of Lot Owners.

Section 8.7 - Declarant's Personal Property. The Declarant reserves the right to retain personal property and equipment used in the sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove from the property, promptly after the sale of the last Lot, any and all goods and Improvements used in development and marking whether or not they have become fixtures.



Section 8.8 - Declarant Control of the Association.

(a) Subject to Subsection 8.8(b), there shall be a period of Declarant control of the Association, during which the Declarant or persons designated by the Declarant, may appoint and remove the officers and members of the Executive Board. The period of Declaration terminates no later than the earlier of:

(i) Sixty (60) days after conveyance of seventy-five (75%) of the Lots that may be created to Lot Owners other than a Declarant;

(ii) Two (2) years after Declarant has ceased to offer Lots for sale in the ordinary course of business;

(iii) Two (2) years after any development to add new property was last exercised; or

(iv) Seven (7) years after the first Lot is conveyed to a Lot Owner other than a Declarant.

A Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board, as described in a recorded instrument approved by the Declarant before they became effective.

(b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots that may be created to Lot Owners other than a Declarant, and in any event no later than one (1) year after conveyance of the first Lot to a Lot Owner other than Declarant, at least one member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by Lot Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots that may be created to Lot Owners other than a Declarant, not less than thirty-three and thirty-three-one-hundredths percent (33.33%) of the members of the Executive Board must be elected by Lot Owners other than the Declarant.

(c) Not later than the termination of any period of Declarant control, the Lot Owners shall elect an Executive Board of at least three (3) members, at least a majority of whom shall be Lot Owners. The Executive Board shall elect the officers. The Executive Board members and officers take office upon election.

(d) Notwithstanding any provision of this Declaration or the Bylaws to the contrary, following notice under AS 34.08.390, the Lot Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at a meeting of the Lot Owners at which a quorum is present, may remove a member of the Executive Board with or without cause,



other than a member appointed by the Declarant.

Section 8.9 - Limitations on Special Declarant Rights. Unless previously terminated by an amendment to this Declaration executed by the Declarant, any Special Declarant Right may be exercised by the Declarant until the earlier of the following: so long as the Declarant is obligated under any warranty or obligation; owns any Lot; retains any Security Interest in any Lots; or for seven (7) years after recording this Declaration, whichever is earliest. Earlier termination of certain rights may occur by statute.

Section 8.10 - Interference with Special Declarant Rights. Neither the Association nor any Lot Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Rights without the prior written consent of the Declarant.

ARTICLE IX  
Allocated Interests

Section 9.1 - Allocation of Interests. The table showing Lot numbers and their Allocated Interests is attached as Schedule A-2.

Section 9.2 - Formulas for the Allocation of Interests. The Interests allocated to each Lot have been made based upon the nature, characteristics, use, size and shape of the Lots. Although there are some differences in size, road frontage and frontage on Sheep Creek Slough, the Lots are sufficiently similar that each is provided an equal allocation of interests.

(a) Undivided Interest in the Common Elements. The percentage of the undivided interest in the Common Elements allocated to each Lot is the same as the Percentage Allocated Interests stated on Schedule A-2. This is equal for each lot.

(b) Liability for Common Expenses. The percentage of liability for Common Expenses allocated to each Lot is also equal for each Lot as stated on Schedule A-2.

(c) Votes. 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 the votes as allocated in Schedule A-2.

ARTICLE X  
Restrictions on Use, Alienation and Occupancy

Section 10.1 - General Use and Occupancy Restrictions. Subject to Special Declarant Rights reserved under Article VIII, the following restrictions apply to all Lots and to the Common Elements. Where approval is required by the Executive Board, it may be given by a committee appointed by the Executive Board having jurisdiction over such matters, if any.

(a) Tracts A, B, C and D. These tracts are designated as Preserve areas. Use thereof is limited so as to preserve and protect their natural character, vegetation and open space and to protect the birds and wildlife located thereon. The Association may elect to transfer (or provide a conservation easement upon) such tracts to a private, non-profit organization, organized to protect and conserve natural areas, ecologically significant land, and forest, agricultural, and open space land for scientific, charitable and educational purposes. Unless and until such easement or transfer occurs, the Association may permit construction of limited viewing areas and walking trail(s), but the following uses and practices are expressly prohibited on Tracts A, B C and D:

- (i) the storage, dumping, or other disposal of Hazardous Material or refuse;
- (ii) the change, disturbance, alteration, or impairment of the native vegetation or the introduction of non-native plant species; farming, plowing or any type of cultivation, provided, however, the Association may take action to prevent the invasion of such non-native or exotic species onto the Property caused by acts of nature or third parties;
- (iii) the introduction or release of non-native animal species;
- (iv) storage or placement of animal food or human food in a manner that is accessible to or attractive to bears or other wildlife;
- (v) farming or ranching;
- (vi) filling, excavating, dredging, mining, drilling, or exploration for or extraction of minerals, hydrocarbons, soils, sand, gravel, rock, or other materials on or below the surface of the Property, except those areas where gravel can be and is extracted to build the roads in the Project;
- (vii) the division, subdivision, or *de facto* subdivision of the Property;
- (viii) the construction or placement of any improvements on the Property, including buildings, temporary living quarters of any sort, mobile homes, signs, billboards or other advertising materials, or utility towers or other structures, except that signs and/or fences may be placed on the Property where reasonably necessary to protect the Conservation Values of the Property, for purposes of public safety, or to prevent trespass and the Association or Declarant may approve and construct elevated platforms and limited viewing areas for use by Lot owners
- (ix) the construction of roads or vehicle trails on the Property except that walking trails may be permitted if approved by the Association for use by Lot



owners only;

(x) the use of motorized vehicles including outdoor recreational vehicles;

(xi) the dumping or other disposal of animal carcasses or any wildlife-attracting materials;

(xii) the cutting, removal, or destruction of native vegetation from the Property, except for maintenance of approved walking trails, fire suppression or actions necessary to enhance the Conservation Values of the Property;

(xiii) the application of biocides, herbicides, defoliants, chemical fertilizers, or other chemicals;

(xiv) the construction of ponds, alteration of wetlands, and any use or activity that would pollute or degrade or threaten to pollute or degrade the surface or subsurface waters on or underlying the tracts, except as needed for building of roads as shown on the plats and utilities;

(xv) changing the topography of the Property by manually placing or removing any soil, dredging spoils, land fill, or other material, except for the construction of roads shown on the plat and the use of gravel from the tracts therefore;

(xvi) establishment of any commercial activity on the Property; and

(xvii) any other use which would be harmful to the Conservation Values of the tracts.

(b) Residential Lots. Lots may be used for one single family residence or for residing in one Recreational Vehicle. However, all recreational vehicles must be motorized, operable, licensed for highway use at all times and approved by the Architectural Control Committee. Recreational trailers may not be skirted or attached to the land in any way at any time. No pull trailers for residence purposes are allowed on any Lot.

(c) Lot Maintenance. Each Lot Owner shall keep his Lot and Improvements in a good state of repair, cleanliness and neatness.

(d) Waste and Nuisance. No person shall commit waste in the Common Interest Community nor interfere with the proper use of the Common Elements by others. Activities which constitute a nuisance or boisterous and improper behavior interfering with the use and enjoyment of the Common Elements is not permitted.



(e) No Noxious Activities; No shooting. Noxious, offensive, dangerous or unsafe activity, which disturbs the peace or threatens the safety of the Community, either willfully or negligently, is prohibited on the Property. No shooting or hunting is allowed in the community.

(f) Compliance with the Law. No immoral, improper, offensive or unlawful use may be made of the Lots, and Lot Owners shall comply with and conform to all applicable Federal, State and Borough laws and regulations. The violating Lot Owner shall hold the Association and other Lot Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or non-compliance therewith.

(g) Animals.

(i) No raising, breeding or keeping animals, livestock, or poultry of any kind is permitted by any Lot Owner, except that up to two (2) dogs or cats of gentle disposition or other usual and common household pets are permitted. No vicious dog shall be kept on a Lot or permitted on the Property. The raising and keeping of sled dogs is expressly prohibited.

(ii) Pets that make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon request of the Executive Board. If the pet owner fails to honor such request, the Board may remove the offending pet.

(h) Garbage and Refuse Disposal. No accumulation of rubbish, debris or unsightly materials shall be permitted on Lots. Trash, garbage or other waste shall be wrapped in a secure package and either secured in a building or recreational vehicle or deposited into a bear proof trash container(s) which shall not be visible to adjacent Lots or to the roads, except when placed on the roadside on the evening before, or the day of garbage pick-up if such services are ever available to the Lots. Trash containers shall be removed from the roadside no later than the evening of the day of garbage pick-up.

(i) Drainage. Construction of improvements on a lot shall not interfere with or alter the drainage pattern of the lot, except those alterations or drainage patterns approved by Declarant and except for the right of Declarant and the Association to obstruct or re-channel of drainage flows so long as the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent.

(j) Vehicles and Equipment in Disrepair. No owner shall permit any vehicle or equipment which is in a state of disrepair to remain parked upon a Lot for a period in excess of thirty (30) days. A vehicle or equipment will be deemed in a state of disrepair when it has not been moved for a period of thirty (30) days and is not in operable



condition. Vehicles shall include recreational vehicles, boats, water craft and motorized motor homes only. No pull living trailers are allowed. This provision does not prohibit long term parking of a recreational vehicle on the Lot. All vehicles, including recreational vehicles used for residing in, must at all times be operational and licensed for highway travel and self motorized. For any motorized vehicles parked for six months or more at any one time, the Lot Owner must provide a shelter approved by the Architectural Control Committee.

(k) Entry Gate. Lot Owners will access the community through a private gate. That Community may be a fully gated community and Lot Owners in this Community will have an easement to enter the Gate and use the private road. Lot Owners and their guests shall obey all reasonable rules related to the entry of the gates and access / use of the private roads. The purpose of the Gate is to maintain a private nature of the Community. The Gate is not for security purposes.

(l) Safety and Security. Each Lot Owner and the occupants of any recreational vehicle, dwelling or building on the Lot, and their respective guests or invitees shall be responsible for their own personal safety and the security of their property in The Preserve at Sheep Creek Condominium. Neither Association is an insurer or guarantor of safety or security within either Community. No representation or warranty is made that the entry gates cannot be compromised or circumvented. Each Lot Owner shall be responsible to inform all occupants of the dwelling on their Lot and their guests, invitees and visitors that neither Association nor their Board are insurers or guarantors of security or safety. Each person within The Preserve at Sheep Creek Condominium assumes all risks of death, personal injury and loss or damage to property, including the contents of structures on their Lot resulting from the acts of third parties.

(m) Mailboxes. Lot Owners shall be responsible to arrange for the receipt of mail at some location approved by the U.S. Postal Service.

(o) On-Site Disposal of Environmentally Sensitive Substances Prohibited. Disposal of toxic or environmentally sensitive substances is expressly prohibited, including, but not limited to paints, solvents, cleaning fluids, paint strippers, fuel and oil.

(p) Fuel Storage. Personal use fuel storage is permitted so long as any tanks or such facilities meet all legal requirements, do not result in any spillage and are concealed or attractively screened. Underground fuel storage tanks shall comply with local, state and federal regulations governing underground storage tanks and the subsequent monitoring thereof.

(q) Restrictions on Alienation. A Lot may not be conveyed pursuant to a time-sharing plan. No leases and rental agreements are permitted.



(r) Signs. No signs shall be erected, posted, pasted, or displayed upon a Lot except for one (1) sign not more than three Square feet (3') advertising the property for sale; a Lot Owner may display the name and address sign referring only to his or her Lot. Nothing contained herein shall preclude Declarant and/or the Association from erecting such Community signage pertaining to the easements and related facilities. The Declarant may erect signs for the purpose of marketing Lots during the development period for the Community. Commercial signs shall not exceed sixty-four square feet (64 sq. ft.) and shall be professional in appearance and installation, and constructed and painted by a professional sign company.

(s) Use. The use of Lots and Common Elements is also subject to the provisions of the Bylaws and Rules of the Association.

ARTICLE XI  
Architectural Control

Section 11.1 - Architectural Control: Conformity and Approval of Plans. No improvement, dwelling or out building shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition to or change or alteration in any such structure, be made which is not in conformance with the provisions of this Declaration and rules adopted by the Association and until after plans showing locations of the buildings on the Lot and the landscaping plan have been submitted to and approved by the Architectural Control Committee. This prior approval requirement shall also apply to driveways and recreational vehicles that will be maintained on the premises which must be operable and properly licenses for highway travel.

Written approval by the Architectural Control Committee as described below is required for the plans and specifications showing the nature, kind, shape, height, materials, exterior color and surface, location of structures, and manner of construction of driveways including elevation and amount of gravel fill. Before granting such approval, the Architectural Control Committee shall have in its reasonable judgment, determined that the plans and specifications conform to such architectural standards as may from time to time be adopted either by the Association or Board ("Architectural Standards"), and provide for a structure which is in harmony as to external design and location with surrounding structures and topography.

Such plans and specifications will not be approved for engineering or design. By approving such plans and specifications, neither the Architectural Control Committee, the Members thereof, nor the Association assumes liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications.

Section 11.2 - Architectural Standards. In addition to the Use Restrictions stated in Article X above, the Architectural Standards shall include the following:

(a) It is the intention and purpose of these covenants that all improvements be of a high quality of workmanship and materials. If a Dwelling is constructed, out

buildings shall be of the same construction and appearance equal to the Dwelling's standard, utilizing proper foundation and siding. Nothing other than wood or log siding is permitted.

(b) The exterior of all dwellings and out buildings must be fully completed within six (6) months from the commencement of construction.

(c) No building, outbuilding or other structure, including a sauna and/or gazebo, shall be located on any Lot nearer to any lot line than twenty-five feet (25') or nearer than seventy-five feet (75') from the ordinary high water mark of the Sheep Creek Slough or any other location prohibited by the Plat, except that Lots 90, 91, 92 and 93 shall be permitted to locate such improvements within ten feet (10') of the front (East) lot line and Lot 93 can locate such improvements within ten feet (10') of its South lot line.

(d) No more than twenty percent (20%) of standing trees shall be cleared from any Lot. No owner shall be permitted to completely clear a Lot or remove standing trees which are larger than six inches (6") in diameter as measured three feet (3') above the ground without approval of the Architectural Control Committee, except to the extent reasonably necessary for the construction of the principal Dwelling, outbuildings, and driveway; to facilitate proper drainage; to prevent the spread of tree kill by insects; or that affect the safe installation of utilities. No clearing shall be allowed within twenty-five feet (25') of side property lines. Trees may be thinned so long as maximum natural beauty and the aesthetic value of trees are retained. The natural vegetation mat within a band seventy-five feet (75') wide from the ordinary Sheep Creek Slough or Sheep Creek high water mark upland shall not be disturbed or removed except for installation of utilities, permitted walkways, decks, and screen porches. All such decks, walkways shall be light penetrating and shall not exceed a total of three hundred square feet (300 sq. ft.) per Lot. Stumps within the above seventy-five feet (75') wide band along the shoreline may be cut to ground level but shall not be removed. Disturbance within seventy-five feet (75') of the ordinary high water mark should minimize adverse impact to water quality and fish and wildlife habitat. All stumps and vegetation located elsewhere on the Lot which are excavated for any reason (e.g., the installation of driveways, septic systems, foundations) shall be buried or removed from the Lot and the disturbed area shall be seeded or covered with an appropriate finish.

(e) No fence or wall shall be erected until the plans are approved in writing by the Architectural Control Committee as to location, quality of workmanship and materials. No fence of any kind may be installed in violation of any applicable federal or state statute, or ordinance of the Matanuska-Susitna Borough.

(f) The following structures shall be permitted:

(i) No more than one main single family dwelling which height shall not exceed two (2) stories. Duplexes and other multi-family dwellings are



prohibited. No structure shall be used for church services, retreats, camps or similar gatherings.

(ii) No more than one (1) detached garage not to exceed six hundred square feet (600 sq. ft.).

(iii) No more than one (1) guest house which shall not exceed five hundred square feet (500 sq. ft.).

(iv) Generator shed – No generator sheds or generators, except as is built into recreational vehicles, shall be allowed.

(v) No more than one (1) detached screen porch/gazebo which shall not exceed three hundred square feet (300 sq. ft.).

(vi) No more than one (1) open-sided wood shed.

(vii) No more than one (1) sauna/steam structure not to which shall not exceed three hundred square feet (300 sq. ft.).

(g) Docks on the Sheep Creek Slough are prohibited.

(h) Construction Material. Substantially new materials shall be used in construction of structures. No used structures shall be relocated or placed on any Lot. Asbestos siding or exposed concrete block siding is not permitted on structures. Executive Board review and approval shall be required for metal roofing products.

(i) No Mobile Homes. No mobile or manufactured home or any structure having the same general appearance shall be permitted on any Lot except motorized, licensed and approved recreational vehicles. No temporary moveable structures may be used as residences except recreational vehicles which are not in a state of disrepair.

(j) Driveways. Gravel driveways and walkways are permitted. Lot Owners shall obtain all necessary approvals from utility companies at the Owner's expense, prior to construction of driveways and walkways crossing utility infrastructure. Lot Owners shall install at their own expense all culverts and coverings for driveways crossing drainage ditches.

(k) Reconstruction. Improvements on a Lot which are destroyed in whole or in part by fire, storm, flood or other Act of God must be either rebuilt or demolished. Debris from the damaged structure shall be removed prior to commencement of construction of replacement building with reasonable promptness; provided, however, that any such reconstruction must be commenced within three (3) months from the date of such destruction or if no reconstruction is to occur, then such debris must be removed



and the Lot restored to its prior condition within two (2) months of such destruction.

(l) Septic Systems. Some of the Lots may not be suitable for installation of a conventional septic system. Lot Owners may be limited to a modified mound system or a holding tank or, to the extent they are using recreational vehicles, dump any waste in an approved location outside of the community. All installed septic systems shall comply with all local, borough, state, and federal laws, ordinances regulations.

(m) Other restrictions. There may be current or future federal, state, Matanuska-Susitna Borough or other use or permitting requirements which must be fully complied with by each Lot Owner.

Section 11.3 - Appointment of Architectural Control Committee. The Board of Directors of the Association shall appoint the members of the Architectural Control Committee. It shall consist of three (3) members. In the event of death or resignation of a Committee member, the Board of Directors shall appoint a replacement. The members of the Committee shall serve without any compensation.

Section 11.4 - Appeal. Decisions of the Architectural Control Committee may be appealed to the Board of Directors by written notice to the Board not more than thirty (30) days following the final decision of the Architectural Control Committee. Within thirty (30) days following the receipt of such notice of appeal, the Board may reverse the decision by a positive vote of sixty-seven percent (67%) of the members of the Board present to hear the testimony. The Board may then recommend an alternative to the decision of the Architectural Committee.

Section 11.5 - General Provisions.

(a) The Architectural Control Committee may establish reasonable rules, subject to adoption by either the Board or the Association, in connection with its review of specifications and plans, including, without limitation, the number of sets to be submitted, and the payment of a fee to cover costs incurred by the Committee in reviewing the plans (e.g. architect's fees). Unless such rules are complied with, such plans and specifications shall be deemed not submitted.

(b) The initial address of the Committee is 3940 Arctic Boulevard, Suite 101, Anchorage, Alaska 99503 or such other place as may from time to time be designated by the Architectural Control Committee. Such address shall be the place for the submittal of plans and specifications and the place for requesting the current architectural standards.

(c) In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it or in any event, if no suit to enjoin construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.



ARTICLE XII  
Easements and Licenses

Section 12.1 - Recorded Easements and Licenses. Recorded easements or licenses affecting the Common Interest Community are recited in Schedule A-1 to the Declaration. In addition, the Common Interest Community may be subject to other easements or licenses granted by the Declarant pursuant to its powers under Article VIII of this Declaration.

Section 12.2 - Easement for Ingress and Egress Through Common Elements. Each Lot Owner has an easement or right to use, in common with all other Lot Owners, the Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Association and further subject to the restrictions imposed on Tracts A, B, C and D as Preserve Areas.

Section 12.3 - Easements for Support. Each Lot and Common Element shall have an easement for lateral and subjacent support from every other Lot and the Common Elements.

Section 12.4 - Easements for Encroachments. In the event any portion of the Common Elements encroaches upon a Lot as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

Section 12.5 - Suspension of Voting Rights. The right of the Association, as provided and limited in its Certificate of Incorporation and Bylaws, to suspend the voting rights and enjoyment rights (including rights to use all Common Elements) excepting rights of egress and ingress via roads of any Lot Owner for any period during which any Assessment remains unpaid, or for a period as determined by the Board not exceeding sixty (60) days for violations of this Declaration.

ARTICLE XIII  
Relocation of Boundaries Between Adjoining Lots and Subdivision Lots

Section 13.1 - Application and Amendment. Subject to approval of the Executive Board, the boundaries between adjoining Lots may be relocated by an amendment to the Declaration upon application to the Association by the owners of the Lots affected by the relocation. If the owners of the adjoining Lots have specified a reallocation between their Lots and/or their Allocated Interests, the application shall state the proposed reallocations. Unless the Executive Board determines, within thirty (30) days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and, at the Lot Owner's expense, prepare an amendment that identifies the Lots involved, states the reallocations and indicates the Association's consent. The amendment shall be executed by those Lot Owners and contain words of conveyance between them, and the approval of all holders of Security Interests



in the affected Lots shall be endorsed thereon. On RECORDING, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

Section 13.2 - Subdivision of Lots. No lot may be subdivided.

ARTICLE XIV  
Amendments to Declaration

Section 14.1 - General. Except in cases of amendments that may be executed by the Association under Section 34.08.740 (Eminent Domain) of the Act, or by certain Lot Owners under Section 13.1 (Reallocation of Boundaries between adjoining Lots) of this Declaration and Section 34.08.260 (Termination of Common Interest Community) of the Act, and except as limited by Section 14.4 and Article XVII (Mortgagee Protection) of this Declaration, this Declaration, including the Plat, may be amended only by vote or agreement of Lot Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

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

Section 14.3 - Recording of Amendments. Each amendment to the Declaration must be recorded and the amendment is effective only upon recording. An amendment, except an amendment pursuant to Article XIII of this Declaration, 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 14.4 - When Unanimous Consent Required. Except to the extent expressly permitted or required by other provisions of the Act and this Declaration, an amendment may not create or increase Special Declarant Rights, change the Allocated Interests of a Lot, or the uses to which a Lot is restricted, in the absence of unanimous one hundred percent (100%) consent of the Lot Owners.

Section 14.5 - 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 this Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 14.6 - Special Declarant Rights. Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 14.7 - Consent of Holders of Security Interests. Amendments are subject to the consent requirement of Article XVII.



ARTICLE XV  
Amendments of Bylaws

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

ARTICLE XVI  
Termination

Termination of the Common Interest Community may be accomplished only in accordance with Section 34.08.260 of the Act.

ARTICLE XVII  
Mortgagee Protection

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

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

Section 17.3 - Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of (or with respect to Sections (b) and (c) below, the effected Eligible Mortgagee or Eligible Insurer):

- (a) Any delinquency in the payment of Common Expense assessments owed by an Owner whose Lot is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days;
- (b) Any default in the performance by the individual Lot borrower of any obligation under the condominium constituent documents which is not cured within sixty (60) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;



(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 19.4; and

(e) Any judgment rendered against the Association.

Section 17.4 - Consent Required.

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

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

(ii) Voting rights;

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

(iv) Responsibility for maintenance and repairs;

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

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

(vii) Boundaries of Lots except that when boundaries of only adjoining Lots are involved, then only those Lot Owners and the Eligible Mortgagees holding Security Interests in such Lot or Lots must approve such action;

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



(ix) Abandonment, partition, subdivision, expansion or contraction of the Common Interest Community, or the addition, annexation, partition, subdivision or withdrawal of property to or from the Common Interest Community;

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

(xi) Leasing of Lots;

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

(xiii) Establishment of self-management when professional management had been required previously by any Eligible Mortgagee;

(xiv) Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than that specified in the Documents;

(xv) Termination of the Common Interest Community for reasons other than the substantial destruction or condemnation, as to which a sixty-seven percent (67%) Eligible Mortgagee approval is required; and

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

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

(i) Except as otherwise herein specifically provided, Convey or encumber the Common Elements or any portion thereof. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Common Interest Community will not be deemed a transfer within the meaning of this clause;

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

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



(iv) Termination of the Common Interest Community for reasons other than substantial destruction or condemnation, as to which a sixty-seven percent (67%) Eligible Mortgagee approval is required;

(v) The merger of this Common Interest Community with any other common interest community;

(vi) The granting of any easement, leases, licenses and concessions through or over the Common Elements (excluding, however, any utility easements serving or to serve the Common Interest Community and excluding any leases, or licenses or concessions for no more than one (1) year);

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

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

(c) The Association may make the period for collection of regularly budgeted Common Expense assessments yearly or monthly but not other than one of those two without the consent of fifty-one percent (51%) of Eligible Mortgagees.

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

Section 17.5 - Inspection of Books. The Association must maintain current copies of the Declaration, Bylaws, Rules, Books, records and financial statements. The Association shall permit any Eligible Mortgagee or Eligible Insurer or other first mortgagee of Lots, to inspect the books and records of the Association during normal business hours.

Section 17.6 - Financial Statements. The Association shall provide any Eligible Mortgagee or Eligible Insurer who submits a written request, with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association.

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

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

Section 17.9 - Appointment of Trustee. In the event of damage or destruction under



Article XXI or XXIII or condemnation of all or a portion of the community, any Eligible Mortgagee may require that such proceeds be payable to a Trustee established pursuant to Section 1.37. Such Trustee may be required to be a corporate trustee licensed by the State of Alaska. Proceeds will thereafter be distributed pursuant to Article XXII or pursuant to a condemnation award. Unless otherwise required, the members of the Executive Board acting by majority vote through the President may act as Trustee.

ARTICLE XVIII  
Assessment and Collection of Common Expenses

Section 18.1 - Apportionment of Common Expenses. Except as provided in Section 18.2, Common Expenses shall be assessed against all Lots in accordance with their Percentage Liability for Common Expenses as shown on Schedule A-2 to this Declaration.

Section 18.2 - Common Expenses Attributable to Fewer Than All Lots. In addition to the Limited Common Expense for the Limited Common Element (none now exist), the following common expenses may be attributable to fewer than all lots:

- (a) Any Common Expense for services provided by the Association to an individual Lot at the request of the Lot Owner shall be assessed against the Lot which benefits from such service.
- (b) Any insurance premium increase attributable to a particular Lot by virtue of activities in or construction of the Lot shall be assessed against the Lot.
- (c) If Common Expense is caused by the misconduct of a Lot Owner, the Association may assess that expense exclusively against the Lot owned by that Lot Owner.
- (f) Fees, charges, later charges, fines, collection costs, and interest charged against a Lot Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments.

Section 18.3 - Lien.

- (a) The Association has a lien on a Lot for an assessment levied against the lot or fines imposed against its Lot Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged pursuant to the Act and the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- (b) A lien under this Section is prior to all other liens and encumbrances on a Lot except: (1) a lien and encumbrances recorded before the RECORDING 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 charged against the Lot. A lien under this Section is also prior to all Security Interests described in Subdivision (2) of this Subsection if the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section 18.4 of this Article which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest described in Subsection (2) of this Subsection. This Subsection does not affect the prior of mechanics' or materialmen's liens, or the priority of a lien for other assessments made by the Association. A lien under this Section is not subject to the provisions of AS 09.38.010.

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

(d) A lien for an unpaid assessment is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessment becomes due; provided, that if an Owner of a Lot subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 3652 of the Bankruptcy Code is lifted.

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

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

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

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

(i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Lot Owner to collect all sums alleged to be due from that Lot Owner prior to or during the period of time the action is pending. The Court may order the receiver to pay any sums held by the receiver to the Association during the period of time the action is pending to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 18.5 of this Declaration.



(j) If a holder of a first or second Security Interest in a Lot foreclose that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Lot which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 18.4(b). Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Lot Owners, including the purchaser.

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

(l) 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 18.4 - Budget Adoption and Ratification. Within thirty (30) days after adoption of a proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget to each Lot Owner, and 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 all Lot Owners reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Lot Owners continues until the Lot Owners ratify the budget proposed by the Executive Board.

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

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

Section 18.7 - Monthly Payment of Common Expenses. Common Expenses assessed under Sections 18.2 and 18.4 shall be due and payable on the first of each month. However, the Association shall have the power from time to time to modify the payments to annual or semiannual or other periodic payments.

Section 18.8 - Acceleration of Common Expense Assessments. In the event of 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.

Section 18.9 - Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first day of the month following the month in which conveyance of the Lot to a Lot Owner occurs, except that reasonably reduced assessments may be allocated to any reduction in Declarant assessments for unsold lots including management fees, reserve assessments and any other costs deemed unnecessary for unsold lots.

Section 18.10 - 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.

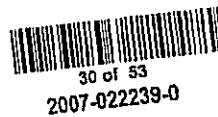
Section 18.11 - Personal Liability of Lot Owners. The Owner of a Lot at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Lot unless he or she agrees to assume the obligation.

Section 18.12 - Capitalization of the Association. Declarant will establish a working capital fund in an amount at least equal to two (2) months' installments of the Annual assessment for each Lot in the Community. Upon the first conveyance of record title to a Lot from the Declarant, the Owner shall contribute to the working capital of the Association an amount equal to two (2) months' installments of the Annual Assessment at the rate in effect at the time of the sale, the contribution to the working capital funds in a bank account to meet unforeseen expenditures. Such payments to this fund shall not be considered advance payments of Annual Assessments and except for refunds to Declarant, shall not be refundable. Declarant may not use any working capital funds to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits.

Section 18.13 - Reserves. As part of the adoption of the regular budget pursuant to Sections 18.4 and 18.5, the Executive Board shall include an amount which, in its reasonable business judgment, will establish and maintain an adequate reserve fund for the replacement of improvements to the Common Elements that it is obligated to maintain, based upon the project's age, remaining life and the quantity and replacement cost of major Common Elements.

ARTICLE XIX  
Right to Assign Future Income

The Association may assign its future income, including its right to receive Common Expenses 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 XX  
Persons and Lots Subject to Documents

Section 20.1 - Compliance with Documents. Lot Owners, 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 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 Palmer Recording District, Third Judicial District are covenants running with the land and shall bind any persons having at any time any interest or estate in such Lot.

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

ARTICLE XXI  
Insurance

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

Section 21.2 - Property Insurance.

(a) Property Insurance Coverage. Property insurance shall be maintained covering all insurable improvements on the Common Elements, which may not be any. The roads will not be insured. Improvements within Lots and personal property stored on Lots shall be insured at the option of each Individual Lot Owner.

(b) Amounts.

(i) The common elements for an amount (after application of any deductions) equal to one hundred percent (100%) of their actual cash value, but not less than their insurable replacement cost, at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies. Personal property owned by the Association for an amount equal to its actual cash value.

(ii) The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the project facilities and



the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

(iii) The maximum deductible for insurance policies shall be the lesser of Ten Thousand and No/100 Dollars (\$10,000.00) or one percent (1%) of the policy face amount. The difference between the policy deductible and Two Hundred Fifty and No/100 Dollars (\$250.00) shall be paid by the Association as a common expense.

(iv) Loss must be adjusted with the Association; and

(v) The insurer may not cancel or refuse 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 respective last known addresses.

Section 21.3 - Liability Insurance. Liability insurance, including medical payments in an amount determined by the Executive Board from time to time covering all occurrences commonly insured against for death, bodily injury and property damage, arising out of or in connection with the use, ownership and maintenance of the Common Elements and the activities of the Association.

(a) Other Provisions. Insurance policies carried pursuant to this Section shall provide that:

(i) Each Lot Owner is an insured person under the policy with respect to liability arising out of the interest of the Lot Owner in the Common Elements or membership in the Association.

(ii) The insurer waives the right to subrogation under the policy against a Lot Owner or member of the household of a Lot Owner.

(iii) 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.

(iv) 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.

(v) The insurer issuing the policy may not cancel or refuse to renew it 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 addresses.

Section 21.4 - Fidelity Bonds. A blanket fidelity bond is required for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force and in no event less than the sum of three (3) month's assessments plus reserve funds. The bond shall include a provision that calls for ten (10) day's written notice to the Association, to each holder of a Security Interest in a Lot, to each Eligible Mortgagee and Eligible Insurer that services an AHFC-owned, FNMA-owned, or FHLMC-owned mortgage on a Lot and to the insurance trustee, if any, before the bond can be cancelled or substantially modified for any reason.

Section 21.5 - Workers' Compensation Insurance. If employees are engaged by the Executive Board for the benefit of the Association and the Lot Owners, the Executive Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Alaska.

Section 21.6 - 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 21.7 - Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Lot Owners.

Section 21.8 - Premiums. Insurance premiums shall be a Common Expense.

## ARTICLE XXII

### Damage to or Destruction of Property

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

- (a) The Common Interest Community is terminated;
- (b) Repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety; or
- (c) Eighty percent (80%) of the Lot Owners, including each owner of a Lot or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.



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

Section 22.3 - Plans. The Property must be repaired and restored in accordance with the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a majority of Lot Owners and fifty-one percent (51%) of Eligible Mortgagees. Said plans must meet all existing federal, state and municipal code requirements.

Section 22.4 - Replacement of Less than Entire Property. The insurance proceeds attributable to any damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community, except that the insurance proceeds attributable to Common Element areas that are not rebuilt must be distributed to each Lot Owner, or to lien holders, as their interests may appear, in proportion to the Common Element interests of all the Lots.

Section 22.5 - Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Executive Board of the Association, acting by the President, shall hold any insurance proceeds in trust for the Association, Lot Owners and lien holders as their interests may appear. Subject to the provisions of Subsection 22.1(a) through Subsection 22.1(c), the proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements and the Association. Lot Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Elements have been completely repaired or restored, or the Common Interest Community is terminated.

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

- (a) Whether or not damaged or destroyed Common Elements are to be repaired and restored;
- (b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 22.7 - Title Insurance Policies. If payments are to be made to Lot Owners or mortgagees, the Executive Board, and the Trustee, if any, shall obtain and may rely on a title insurance policy based on a search of the records of the Palmer Recording District of the Third Judicial District from the date of the recording of the original Declaration stating the names of the Lot Owners and the lienholders.

### ARTICLE XXIII

#### Rights to Notice and Comment; Notice and Hearing

Section 23.1 - Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the Documents require that action be taken after



"Notice and Comment", and at any other time the Executive Board determines, 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 five (5) days before the proposed action is to be taken. It shall invite comment to the Executive Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Lot Owner to be heard at a formally constituted meeting.

Section 23.2 - Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take 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 or occupants of Lots 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. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

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

#### ARTICLE XXIV Executive Board

Section 24.1 - Minutes of Executive Board Meetings. The Executive Board shall permit any 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 any such meeting.

Section 24.2 - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in this Declaration and the 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 not be limited to, the following:



- (a) Adopt and amend Bylaws, Rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Lot Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents, other than managing agents, and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Association's Declaration, Bylaws or Rules in the Association's name on behalf of the Association or two 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;
- (i) Cause additional Improvements to be made as a part of the Common Elements;
- (j) Acquire, hold, encumber and convey in the Associations' name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 34.08.430 of the Act;
- (k) Grant easements for any period of time including permanent easements, lease, licenses and concession for no more than one (1) year, through or over the Common Elements;
- (l) Impose and receive a payment, fee or charge for services provided to Lot Owners;
- (m) Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy a reasonable fine for violations of this Declaration, Bylaws, Rules and regulations of the Association;
- (n) Impose a reasonable charge for the preparation and RECORDING of amendments to this Declaration, resale certificates required by Section 34.08.590 of the Act 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 this 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, and Lot Owners, 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 (unless such Lot Owner has been given notice of the proposed action under the provisions of Article XXIII in which case that Article shall govern appeals), and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 24.3 - Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend this 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 the Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term.

ARTICLE XXV  
Open Meetings

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

Section 25.2 - 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 day's notice to each member. The notice will be hand delivered or mailed and will state the time, place and purpose of the meeting.

Section 25.3 - Executive Sessions. Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Lot



Owners, in either of the following situations only:

- (a) No action is taken at the executive session requiring the affirmative vote of Directors; or
- (b) The action taken at the executive session involves personnel, pending litigation, contract negotiations or enforcement actions.

ARTICLE XXVI  
Condemnation

If part or all of 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 XXVII  
Working Capital Fund

Initial purchasers of Lots in The Preserve at Sheep Creek, shall pay at closing the equivalent of two (2) month's assessment payments to establish a working capital fund for the Association. Payments to the working capital fund are not advance payment of regular assessments. Within sixty (60) days after closing of the first Lot in each phase, the Declarant shall pay each unsold Lot's share of the working capital fund to the Association which shall keep all working capital funds in a segregated account. Declarant shall be reimbursed for its working capital fund payments from funds collected at closing when the unsold lots are sold. The working capital fund may be terminated at such time as that is permitted by the Eligible Mortgagees.

ARTICLE XXVIII  
Miscellaneous

Section 28.1 - Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents or the intent of any provision thereof.

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

Section 28.3 - Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.



Section 28.4 - Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

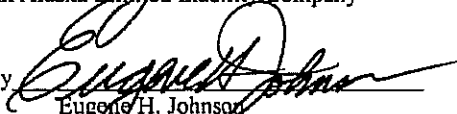
Section 28.5 - Conflict. The Documents are intended to comply with the requirements of the Act and Title 10, Chapter 20 of the Alaska Statutes (Non Profit Corporation Law). In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control.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

Section 28.6 - 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.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 28 day of August, 2007.

DECLARANT:

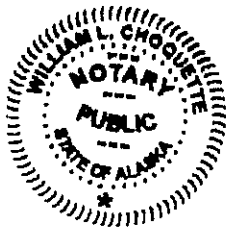
PRESERVE AT SHEEP CREEK, LLC,  
An Alaska Limited Liability Company

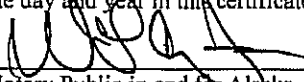
By   
Eugene H. Johnson  
Member-Manager

STATE OF ALASKA            )  
  )ss.  
THIRD JUDICIAL DISTRICT    )

THIS IS TO CERTIFY that on this 28 day of August, 2007, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Eugene H. Johnson, known to me to be the Member-Manager of Preserve at Sheep Creek, LLC, and he acknowledged to me that he had, in his official capacity aforesaid, executed the foregoing document as the free act and deed of said corporation for the uses stated therein.

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



  
\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires: Aug 29, 2007



# DESCRIPTION OF COMMON INTEREST COMMUNITY (Declaration Schedule A-1)

PARCEL 1:

Government Lots 1, 2, 3, 5 and 6 in Section 18, Township 22 North, Range 4 West, Seward Meridian, Alaska, Palmer Recording District, Third Judicial District, State of Alaska

AND

PARCEL 2:

The Southeast one-quarter of the Northeast one-quarter (SE 1/4 NE 1/4), Section 18, Township 22 North, Range 4 West, Seward Meridian, located in the Palmer Recording District, Third Judicial District, State of Alaska

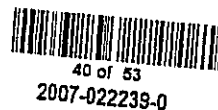
Liens, encumbrances and exceptions to title:

PARCEL 1

1. Reservations or exceptions as contained in the U.S. Patent  
Recorded : November 29, 1965  
Recording Information : Book 60 Page 19

The Mineral Rights were conveyed to the State of Alaska by Patent  
Recorded : May 10, 1967, Book 65D Page 195  
Recorded : April 4, 2006, Serial No. 2006-008602-0

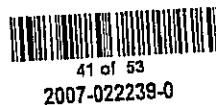
2. Rights of access and egress from said premises. We find no Notice in the records of any dedicated or improved roadways abutting subject property.
3. Taxes due the Matanuska-Susitna Borough for the year 2006, are a lien, but levy therefore has not been made.  
Tax Account No. : 22N04W18A004  
Assessed Land Value : \$40,900.00  
Assessed Improved Value : \$0.00
4. Reservation of section line easement 33 feet in width along each side of section line as provided by 43 USC 93 and reenacted by 1721 CLA 1933.
5. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of Sheep Creek Slough.



6. Any prohibition or limitation on the uses, occupancy or improvements of the land resulting from the right of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
7. Any question that may arise due to the shifting and/or changing in the course of Sheep Creek Slough.
8. Rights of the public and/or governmental agencies in and to any portion of the above described real property lying within the Trapper Lake Winter Trail or any roadway or public easement areas.
9. Reservation of all oil, gas and mineral rights as reserved by instrument  
Recorded : August 15, 1971  
Recording Information : Book 91D Page 239
10. Easements and Notes as shown on Record of Survey 2000-110.
11. Easement, including terms and provisions contained therein:  
Recording Information : October 30, 2000, Book 1097 Page 495, 497 and 499  
In Favor of : public in general  
For : ingress and egress  
Affects : see document
12. Deed of Trust/Mortgage and terms and conditions thereof:  
Trustor/Grantor : Eugene H. Johnson, a married person  
Trustee: First American Title of Alaska  
Beneficiary : Thomas R. Plooy, Trustee of the Thomas R. Plooy Family Trust  
Amount : \$170,000.00  
Dated : May 16, 2006  
Recorded : May 16, 2006  
Recording No. : Serial No. 2006-012969-0
13. All roads, easements, including public use easements, shown on the Condominium Plat of the The Preserve at Sheep Creek Condominium
14. All Government lot lines are subject to set back requirements.

PARCEL 2

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.



Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in areas, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights claims or title to water, whether or not the matter excepted under (1), (2) or (3) are shown by the public records.
6. Rights of the State or federal government and/or public in and to any portion of the land for right of way as established by federal statute RS2477 (aka 43 USC 932) (whether or not such rights are shown by recordings of easements and/or maps in the public records by the State of Alaska as showing the general location of these rights of way).
7. Reservations and exceptions as contained in U.S. Patent, including but not limited to the reservations of all oil and gas rights:

Recorded : November 29, 1965

Book/Page : 60/19

No investigation has been made to determine current status or ownership of said oil, gas, or minerals as reserved.

Selection by the State of Alaska of all mineral rights previously reserved as disclosed by U.S. Patent, recorded May 10, 1967 in Book 65D at Page 195.

No investigation has been made to determine current status or ownership of said oil, gas, or minerals as reserved.

8. Taxes and/or assessments, if any, due the Matanuska-Susitna Borough.



9. Easement  
Granted to : Alaska Pacific Joint Venture  
Recorded : December 13, 1999  
Book/Page : 1048/373  
For : Public Access  
Affects : The North 60.00 feet.
9. Matters as disclosed on Record of Survey filed as Plat No. 2000-110.
11. All roads, easements, including public use easements, shown on the Condominium Plat of the The Preserve at Sheep Creek Condominium
12. All Government lot lines are subject to set back requirements.



**Table of Allocated Interests - The Preserve at Sheep Creek Condominium  
(Declaration Schedule A-2)**

LOT NO.	LOT USE	SQUARE FEET	PERCENTAGE LIABILITY FOR COMMON EXPENSES	PERCENTAGE ALLOCATED INTERESTS	VOTES
1	Residential	43,860	1.0753%	1.0753%	1
2	Residential	88,599	1.0753%	1.0753%	1
3	Residential	86,692	1.0753%	1.0753%	1
4	Residential	123,020	1.0753%	1.0753%	1
5	Residential	43,680	1.0753%	1.0753%	1
6	Residential	44,712	1.0753%	1.0753%	1
7	Residential	77,346	1.0753%	1.0753%	1
8	Residential	135,540	1.0753%	1.0753%	1
9	Residential	214,252	1.0753%	1.0753%	1
10	Residential	244,579	1.0753%	1.0753%	1
11	Residential	93,330	1.0753%	1.0753%	1
12	Residential	60,595	1.0753%	1.0753%	1
13	Residential	73,740	1.0753%	1.0753%	1
14	Residential	68,598	1.0753%	1.0753%	1
15	Residential	76,018	1.0753%	1.0753%	1
16	Residential	135,351	1.0753%	1.0753%	1
17	Residential	44,010	1.0753%	1.0753%	1
18	Residential	44,468	1.0753%	1.0753%	1
19	Residential	44,369	1.0753%	1.0753%	1
20	Residential	44,671	1.0753%	1.0753%	1
21	Residential	44,288	1.0753%	1.0753%	1
22	Residential	54,840	1.0753%	1.0753%	1
23	Residential	55,088	1.0753%	1.0753%	1
24	Residential	49,970	1.0753%	1.0753%	1
25	Residential	44,544	1.0753%	1.0753%	1
26	Residential	44,655	1.0753%	1.0753%	1
27	Residential	44,319	1.0753%	1.0753%	1
28	Residential	44,608	1.0753%	1.0753%	1
29	Residential	44,968	1.0753%	1.0753%	1
30	Residential	45,475	1.0753%	1.0753%	1
31	Residential	44,644	1.0753%	1.0753%	1
32	Residential	43,532	1.0753%	1.0753%	1
33	Residential	54,745	1.0753%	1.0753%	1



**Table of Allocated Interests - The Preserve at Sheep Creek Condominium  
(Declaration Schedule A-2)**

LOT NO.	LOT USE	SQUARE FEET	PERCENTAGE LIABILITY FOR COMMON EXPENSES	PERCENTAGE ALLOCATED INTERESTS	VOTES
34	Residential	67,913	1.0753%	1.0753%	1
35	Residential	54,423	1.0753%	1.0753%	1
36	Residential	54,100	1.0753%	1.0753%	1
37	Residential	53,987	1.0753%	1.0753%	1
38	Residential	50,553	1.0753%	1.0753%	1
39	Residential	59,948	1.0753%	1.0753%	1
40	Residential	66,590	1.0753%	1.0753%	1
41	Residential	73,859	1.0753%	1.0753%	1
42	Residential	71,362	1.0753%	1.0753%	1
43	Residential	60,708	1.0753%	1.0753%	1
44	Residential	61,553	1.0753%	1.0753%	1
45	Residential	72,707	1.0753%	1.0753%	1
46	Residential	61,000	1.0753%	1.0753%	1
47	Residential	71,100	1.0753%	1.0753%	1
48	Residential	71,168	1.0753%	1.0753%	1
49	Residential	50,969	1.0753%	1.0753%	1
50	Residential	49,007	1.0753%	1.0753%	1
51	Residential	51,428	1.0753%	1.0753%	1
52	Residential	51,463	1.0753%	1.0753%	1
53	Residential	48,545	1.0753%	1.0753%	1
54	Residential	53,022	1.0753%	1.0753%	1
55	Residential	75,973	1.0753%	1.0753%	1
56	Residential	82,247	1.0753%	1.0753%	1
57	Residential	66,098	1.0753%	1.0753%	1
58	Residential	71,197	1.0753%	1.0753%	1
59	Residential	62,607	1.0753%	1.0753%	1
60	Residential	67,448	1.0753%	1.0753%	1
61	Residential	66,429	1.0753%	1.0753%	1
62	Residential	73,137	1.0753%	1.0753%	1
63	Residential	69,267	1.0753%	1.0753%	1
64	Residential	50,275	1.0753%	1.0753%	1
65	Residential	65,838	1.0753%	1.0753%	1
66	Residential	48,126	1.0753%	1.0753%	1



**Table of Allocated Interests - The Preserve at Sheep Creek Condominium  
(Declaration Schedule A-2)**

LOT NO.	LOT USE	SQUARE FEET	PERCENTAGE LIABILITY FOR COMMON EXPENSES	PERCENTAGE ALLOCATED INTERESTS	VOTES
67	Residential	70,370	1.0753%	1.0753%	1
68	Residential	75,069	1.0753%	1.0753%	1
69	Residential	67,873	1.0753%	1.0753%	1
70	Residential	74,774	1.0753%	1.0753%	1
71	Residential	63,789	1.0753%	1.0753%	1
72	Residential	65,772	1.0753%	1.0753%	1
73	Residential	50,125	1.0753%	1.0753%	1
74	Residential	60,092	1.0753%	1.0753%	1
75	Residential	47,859	1.0753%	1.0753%	1
76	Residential	55,072	1.0753%	1.0753%	1
77	Residential	78,119	1.0753%	1.0753%	1
78	Residential	72,755	1.0753%	1.0753%	1
79	Residential	73,491	1.0753%	1.0753%	1
80	Residential	73,895	1.0753%	1.0753%	1
81	Residential	72,967	1.0753%	1.0753%	1
82	Residential	54,533	1.0753%	1.0753%	1
83	Residential	75,532	1.0753%	1.0753%	1
84	Residential	75,205	1.0753%	1.0753%	1
85	Residential	73,986	1.0753%	1.0753%	1
86	Residential	42,548	1.0753%	1.0753%	1
87	Residential	39,889	1.0753%	1.0753%	1
88	Residential	39,731	1.0753%	1.0753%	1
89	Residential	40,897	1.0753%	1.0753%	1
90	Residential	40,873	1.0753%	1.0753%	1
91	Residential	40,954	1.0753%	1.0753%	1
92	Residential	31,381	1.0753%	1.0753%	1
93	Residential	50,525	1.0753%	1.0753%	1
		6,065,217	100.0000%	100.0000%	93



46 of 53  
2007-022239-0

**PLAT OF THE PRESERVE AT SHEEP CREEK CONDOMINIUM**  
**PLAT NO. 2007-110**  
**(Declaration Schedule A-3)**

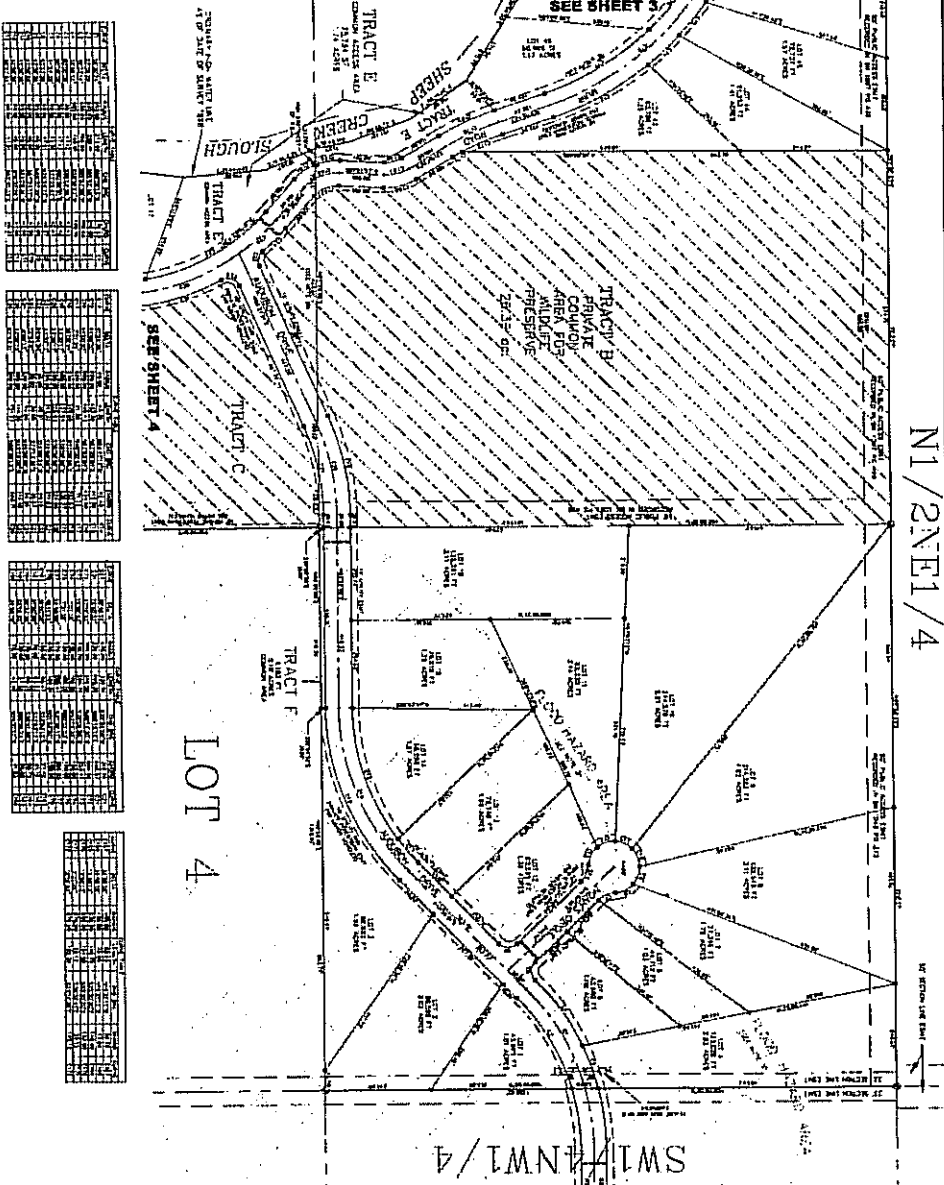




N1/2NE1/4

SW1/4NW1/4

LOT 4

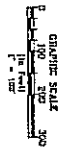
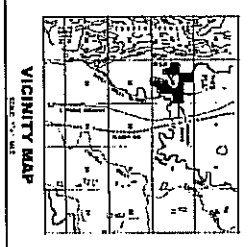


NO.	ACRES	FRAC.	AREA	PERCENT
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3	1.00	1/4	1.00	100.00
4	1.00	1/4	1.00	100.00
5	1.00	1/4	1.00	100.00
6	1.00	1/4	1.00	100.00
7	1.00	1/4	1.00	100.00
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13	1.00	1/4	1.00	100.00
14	1.00	1/4	1.00	100.00
15	1.00	1/4	1.00	100.00

NO.	ACRES	FRAC.	AREA	PERCENT
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2	1.00	1/4	1.00	100.00
3	1.00	1/4	1.00	100.00
4	1.00	1/4	1.00	100.00
5	1.00	1/4	1.00	100.00
6	1.00	1/4	1.00	100.00
7	1.00	1/4	1.00	100.00
8	1.00	1/4	1.00	100.00
9	1.00	1/4	1.00	100.00
10	1.00	1/4	1.00	100.00
11	1.00	1/4	1.00	100.00
12	1.00	1/4	1.00	100.00
13	1.00	1/4	1.00	100.00
14	1.00	1/4	1.00	100.00
15	1.00	1/4	1.00	100.00

NO.	ACRES	FRAC.	AREA	PERCENT
1	1.00	1/4	1.00	100.00
2	1.00	1/4	1.00	100.00
3	1.00	1/4	1.00	100.00
4	1.00	1/4	1.00	100.00
5	1.00	1/4	1.00	100.00
6	1.00	1/4	1.00	100.00
7	1.00	1/4	1.00	100.00
8	1.00	1/4	1.00	100.00
9	1.00	1/4	1.00	100.00
10	1.00	1/4	1.00	100.00
11	1.00	1/4	1.00	100.00
12	1.00	1/4	1.00	100.00
13	1.00	1/4	1.00	100.00
14	1.00	1/4	1.00	100.00
15	1.00	1/4	1.00	100.00

NO.	ACRES	FRAC.	AREA	PERCENT
1	1.00	1/4	1.00	100.00
2	1.00	1/4	1.00	100.00
3	1.00	1/4	1.00	100.00
4	1.00	1/4	1.00	100.00
5	1.00	1/4	1.00	100.00
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9	1.00	1/4	1.00	100.00
10	1.00	1/4	1.00	100.00
11	1.00	1/4	1.00	100.00
12	1.00	1/4	1.00	100.00
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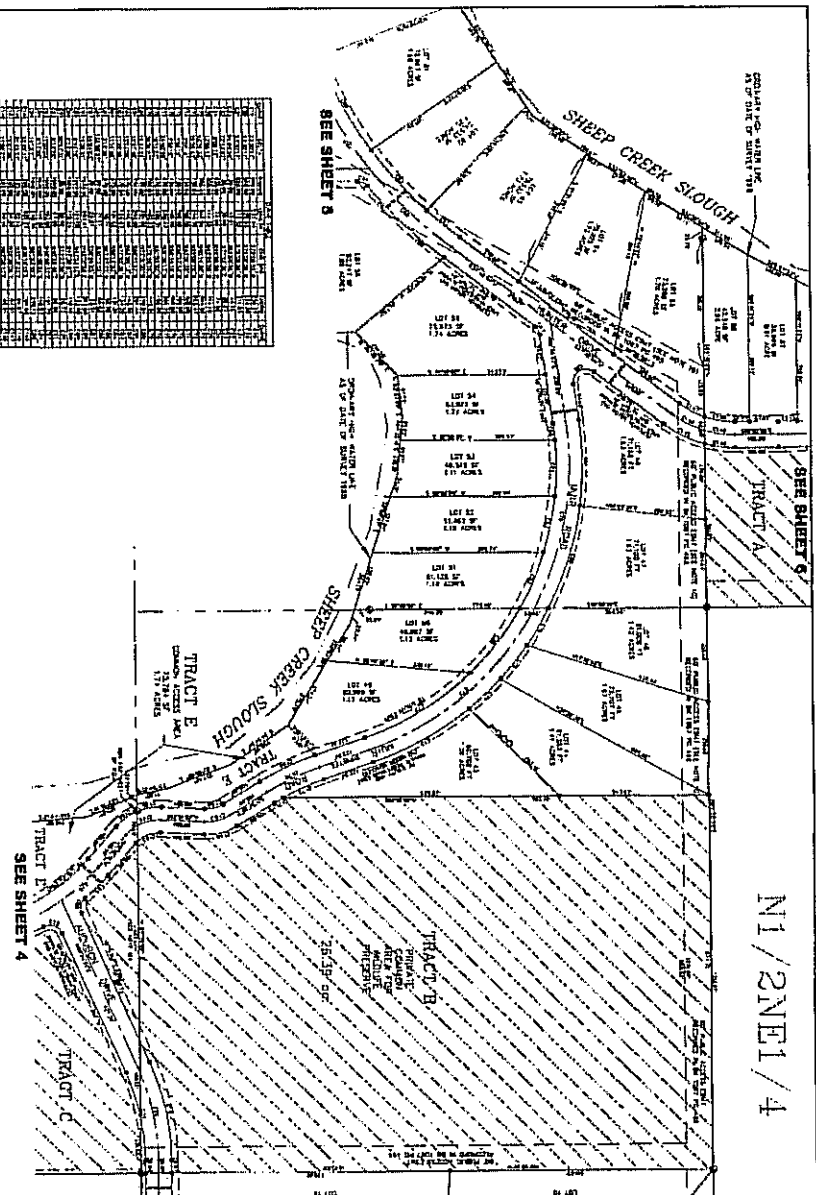


2007-022239-0

A COMMISSIONER PLAN FOR:  
**THE PRESERVE AT SHEEP CREEK**  
 A CONDOMINIUM  
 LOCATED WITHIN CONDOMINIUM LOT 4, SECTION 8,  
 AND THE SW1/4, NW1/4, NE1/4, AND SE1/4,  
 T42N, R10E, S12E, RANGE 10E, T42N, S12E,  
 COUNTY OF SHERIDAN, STATE OF WYOMING.  
 CONTAINING 2003 ACRES MORE OR LESS.

**ROYAL SPOKES**  
 817 W. CHEYENNE, SUITE 100, CHEYENNE, WYOMING 82001  
 PHONE: 307.632.1111 FAX: 307.632.1112  
 WWW.ROYALSPOKES.COM

LOT	AREA	OWNER	REMARKS
1	1.00	...	...
2	1.00	...	...
3	1.00	...	...
4	1.00	...	...
5	1.00	...	...
6	1.00	...	...
7	1.00	...	...
8	1.00	...	...
9	1.00	...	...
10	1.00	...	...
11	1.00	...	...
12	1.00	...	...
13	1.00	...	...
14	1.00	...	...
15	1.00	...	...
16	1.00	...	...
17	1.00	...	...
18	1.00	...	...
19	1.00	...	...
20	1.00	...	...
21	1.00	...	...
22	1.00	...	...
23	1.00	...	...
24	1.00	...	...
25	1.00	...	...
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27	1.00	...	...
28	1.00	...	...
29	1.00	...	...
30	1.00	...	...
31	1.00	...	...
32	1.00	...	...
33	1.00	...	...
34	1.00	...	...
35	1.00	...	...
36	1.00	...	...
37	1.00	...	...
38	1.00	...	...
39	1.00	...	...
40	1.00	...	...
41	1.00	...	...
42	1.00	...	...
43	1.00	...	...
44	1.00	...	...
45	1.00	...	...
46	1.00	...	...
47	1.00	...	...
48	1.00	...	...
49	1.00	...	...
50	1.00	...	...



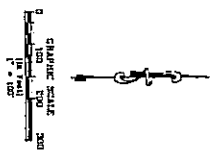
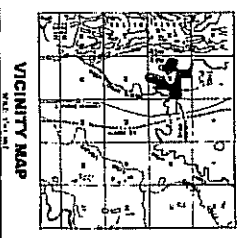
N1/2NE1/4

SEE SHEET 4

SEE SHEET 3

SEE SHEET 5

SEE SHEET 2

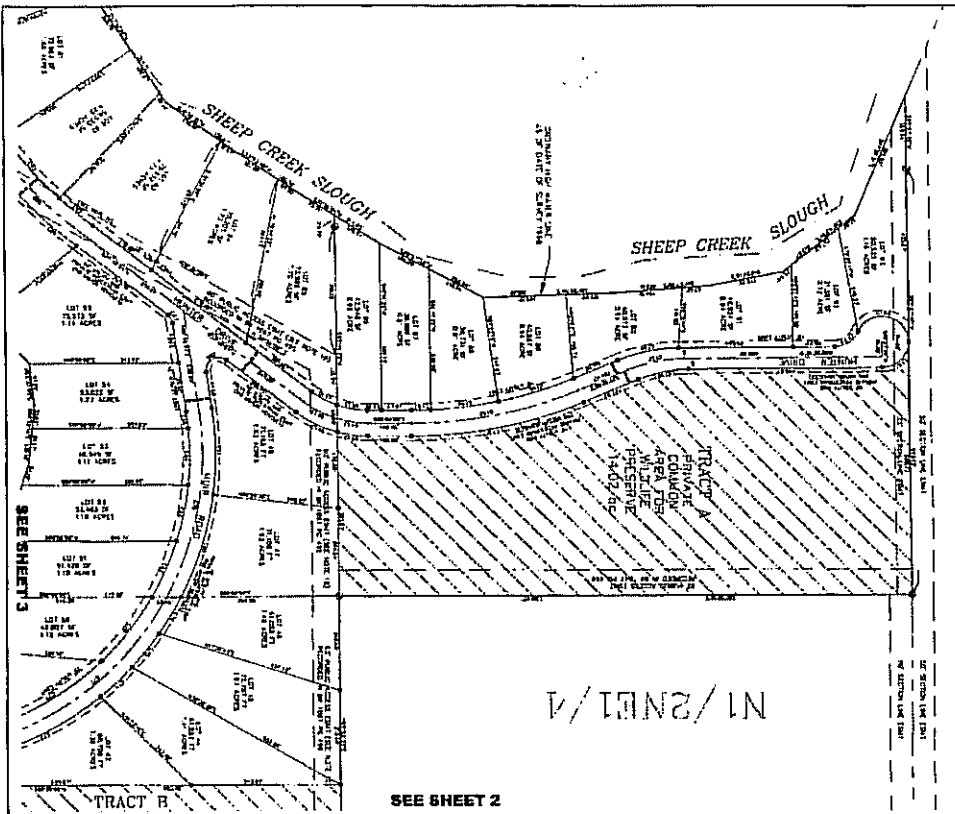


50 of 53  
2007-022239-0

THE PRESERVE AT SHEEP CREEK  
CONDOMINIUM  
UNIT 100  
100 SHEEP CREEK DRIVE, UNIT 100  
SHEEP CREEK, TEXAS 75088-1000  
OWNER: THE PRESERVE AT SHEEP CREEK  
CONDOMINIUM BOARD  
PREPARED BY: [Signature]





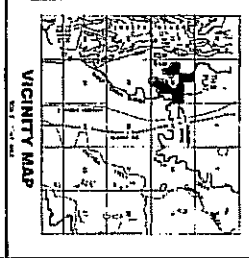
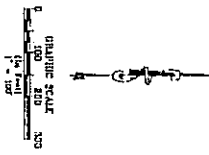


N1/2NE1/4

Lot No.	Area (Ac)	Dimensions	Bearing	Notes
101	0.12	15.00 x 10.00	N 89° 00' 00" E	
102	0.12	15.00 x 10.00	N 89° 00' 00" E	
103	0.12	15.00 x 10.00	N 89° 00' 00" E	
104	0.12	15.00 x 10.00	N 89° 00' 00" E	
105	0.12	15.00 x 10.00	N 89° 00' 00" E	
106	0.12	15.00 x 10.00	N 89° 00' 00" E	
107	0.12	15.00 x 10.00	N 89° 00' 00" E	
108	0.12	15.00 x 10.00	N 89° 00' 00" E	
109	0.12	15.00 x 10.00	N 89° 00' 00" E	
110	0.12	15.00 x 10.00	N 89° 00' 00" E	
111	0.12	15.00 x 10.00	N 89° 00' 00" E	
112	0.12	15.00 x 10.00	N 89° 00' 00" E	
113	0.12	15.00 x 10.00	N 89° 00' 00" E	
114	0.12	15.00 x 10.00	N 89° 00' 00" E	
115	0.12	15.00 x 10.00	N 89° 00' 00" E	
116	0.12	15.00 x 10.00	N 89° 00' 00" E	
117	0.12	15.00 x 10.00	N 89° 00' 00" E	
118	0.12	15.00 x 10.00	N 89° 00' 00" E	
119	0.12	15.00 x 10.00	N 89° 00' 00" E	
120	0.12	15.00 x 10.00	N 89° 00' 00" E	
121	0.12	15.00 x 10.00	N 89° 00' 00" E	
122	0.12	15.00 x 10.00	N 89° 00' 00" E	
123	0.12	15.00 x 10.00	N 89° 00' 00" E	
124	0.12	15.00 x 10.00	N 89° 00' 00" E	
125	0.12	15.00 x 10.00	N 89° 00' 00" E	
126	0.12	15.00 x 10.00	N 89° 00' 00" E	
127	0.12	15.00 x 10.00	N 89° 00' 00" E	
128	0.12	15.00 x 10.00	N 89° 00' 00" E	
129	0.12	15.00 x 10.00	N 89° 00' 00" E	
130	0.12	15.00 x 10.00	N 89° 00' 00" E	
131	0.12	15.00 x 10.00	N 89° 00' 00" E	
132	0.12	15.00 x 10.00	N 89° 00' 00" E	
133	0.12	15.00 x 10.00	N 89° 00' 00" E	
134	0.12	15.00 x 10.00	N 89° 00' 00" E	
135	0.12	15.00 x 10.00	N 89° 00' 00" E	
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137	0.12	15.00 x 10.00	N 89° 00' 00" E	
138	0.12	15.00 x 10.00	N 89° 00' 00" E	
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140	0.12	15.00 x 10.00	N 89° 00' 00" E	
141	0.12	15.00 x 10.00	N 89° 00' 00" E	
142	0.12	15.00 x 10.00	N 89° 00' 00" E	
143	0.12	15.00 x 10.00	N 89° 00' 00" E	
144	0.12	15.00 x 10.00	N 89° 00' 00" E	
145	0.12	15.00 x 10.00	N 89° 00' 00" E	
146	0.12	15.00 x 10.00	N 89° 00' 00" E	
147	0.12	15.00 x 10.00	N 89° 00' 00" E	
148	0.12	15.00 x 10.00	N 89° 00' 00" E	
149	0.12	15.00 x 10.00	N 89° 00' 00" E	
150	0.12	15.00 x 10.00	N 89° 00' 00" E	

**DENALI SOUTH**  
 414 W. 5TH AVENUE, SUITE 100, ANCHORAGE, ALASKA 99501  
 (907) 562-1111

**THE PRESERVE AT SHEEP CREEK CONDOMINIUM**  
 UNIT 101-150  
 LOCATED WITHIN CONDOMINIUM LOT 1, PARCELS 8 & 9 OF THE SE 1/4 & SW 1/4 SEC 15, T14N, R10E, S1E, ALASKA PUBLIC LANDS ADMINISTRATION DISTRICT  
 PLANNED BY DENALI SOUTH



2007-022239-0  
 53 of 53



AMENDMENT(S) TO DECLARATION OF THE PRESERVE AT SHEEP CREEK  
CONDOMINIUM

Re : SEPTIC SYSTEMS, HOLDING TANKS, AND WASTEWATER

Grantor : Preserve at Sheep Creek, LLC

Grantee : The Preserve at Sheep Creek Condominium and  
The Preserve at Sheep Creek Owners Association, Inc.

Pursuant to Articles XIV and XVII, the undersigned Owner of more than 67% of all Lots, with the consent of the undersigned Eligible Mortgagees, hereby amends as follows the Declaration of THE PRESERVE AT SHEEP CREEK CONDOMINIUM, recorded in the Palmer Recording District, Third Judicial District, State of Alaska on the 29<sup>th</sup> day of August, 2007, as Document No. 2007-022239-0, concerning real property within the Palmer Recording District, legally described as:

Parcel 1:

Government Lots 1,2,3,5 and 6 in Section 18, Township 22 North, Range 4 West, Seward meridian, Alaska, Palmer Recording District, Third Judicial District, State of Alaska

And

Parcel 2:

The Southeast one-quarter of the Northwest one-quarter (SE1/4NE1/4), Section 18, Township 22 North, Range 4 West, Seward Meridian, located in the Palmer Recording District, Third Judicial District, State of Alaska.

**Article XI, Section 11.2 (I) is amended to read as follows:**

(I) Septic Systems, Holding Tanks, and Wastewater. Some of the Lots may not be suitable for installation of a conventional septic system. Lot Owners may be limited to a modified mound system or a holding tank, or to the extent they are using recreational vehicles, dump any waste in an approved location outside of the community. Specific Lot Owners may also petition the Executive Board under Article VII, Section 7.6 to construct at no expense to the Association a shared septic or other wastewater system benefiting multiple Lots with components or connections located beneath the private roads or other Common Elements at the discretion of the Executive Board. Costs to construct or maintain any common system approved by the Executive Board must be paid directly or through reimbursement to the Association by the petitioning Lots benefited by the system. Any such shared component would become a Limited Common Element to be identified in an Amendment to Article V, and expenses related to such Limited Common Element will be allocated to the benefited Lots under Article XVIII. The failure to maintain any wastewater system, whether a single septic tank, holding tank, or shared septic or other wastewater system by Lot Owners shall constitute neglect for which the Executive Board may act to remedy under Article VII, Sections 7.2 - 7.5, with expenses assessed against the responsible Lot(s). All installed wastewater systems, whether septic, holding tank, or shared septic or other wastewater system, shall comply with all local ordinances,

Borough, state, and federal laws and regulations. Any required ADEC permits shall be obtained prior to commencement of any installation on any Lot or Common Element.

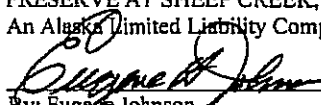
Article XII, Section 12.2 is amended to read as follows:

Section 12.2 – Easement for Ingress and Egress or Shared Wastewater System Through Common Elements. Each Lot Owner has an easement or right to use, in common with all other Lot Owners, the Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Association and further subject to the restrictions imposed on Tracts A, B, C and D as Preserve Areas. In addition, fewer than all Lot Owners may use portions of certain Common Elements, at the discretion and consent of the Executive Board, for the installation and maintenance of components of any shared wastewater system requested and paid for by such Lot Owners.

IN WITNESS WHEREOF, the Declarant and Owner of more than 67% of the Lots to which votes in the Association are allocated, has caused these Declaration Amendments to be executed on the dates indicated.

PRESERVE AT SHEEP CREEK, LLC  
An Alaska Limited Liability Company

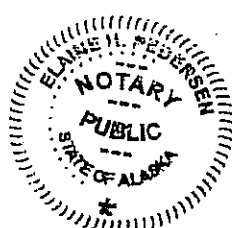
Dated 1-10-2008

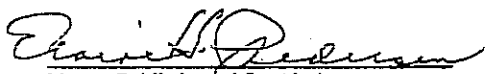
  
By: Eugene Johnson  
Its: Member-Manager

STATE OF ALASKA            )  
  ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 10 day of January, 2008, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared EUGENE JOHNSON, known to me to be a Member-Manager of Preserve at Sheep Creek, LLC, and he acknowledged to me that he had, in his official capacity aforesaid, executed the foregoing document as the free act and deed of said limited liability company for the uses stated therein.

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: 8/9/2008

CONSENT OF ELIGIBLE MORTGAGEES TO AMENDMENTS OF DECLARATION

IN WITNESS WHEREOF, the following holders of deeds of trust affecting The Preserve at Sheep Creek Condominium, being all of the Eligible Mortgagees (51% of Eligible Mortgagees required) of The Preserve at Sheep Creek Condominium, have consented to and executed these Declaration Amendments on the dates indicated.

THOMAS R. PLOOY,  
Trustee of the Thomas Plooy Family Trust,  
Beneficiary

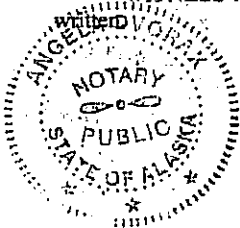
Dated: 1-11-08

Thomas R. Plooy  
Thomas R. Plooy, Trustee

STATE OF ALASKA            )  
  ) ss.  
THIRD JUDICIAL DISTRICT    )

THIS IS TO CERTIFY that on this 11<sup>th</sup> day of January, 2008, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared THOMAS R. PLOY, known to me to be the Trustee of the THOMAS PLOOY FAMILY TRUST, and he acknowledged to me that he had, in his official capacity aforesaid, executed the foregoing document as the free act and deed of said trust for the uses stated therein.

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



Angela Aivreak  
Notary Public in and for Alaska  
My Commission Expires: 9-5-2011

PRESERVE AT SHEEP CREEK, LLC  
An Alaska Limited Liability Company,  
Beneficiary

Dated 1-11-08

Eugene Johnson  
By: Eugene Johnson  
Its: Member-Manager

STATE OF ALASKA            )  
  ) ss.  
THIRD JUDICIAL DISTRICT    )

THIS IS TO CERTIFY that on this 11 day of January, 2008, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared EUGENE JOHNSON, known to me to be a Member-Manager of Preserve at Sheep Creek, LLC, and



cc  
A  
L  
A  
S  
K  
A

**2008-022656-0**

Recording Dist: 311 - Palmer  
10/10/2008 11:10 AM Pages: 1 of 6



AMENDMENT  
NO. 2 TO  
DECLARATION  
OF  
THE PRESERVE AT SHEEP  
CREEK CONDOMINIUM

AFTER RECORDING RETURN TO:  
Preserve at Sheep Creek, LLC  
P. O. Box 241245  
Anchorage, Alaska 99524-1245

AMENDMENT  
NO. 2 TO  
DECLARATION  
OF  
THE PRESERVE AT SHEEP  
CREEK CONDOMINIUM

Grantor: The Preserve at Sheep Creek, LLC  
Grantee: The Preserve at Sheep Creek Condominium and  
The Preserve at Sheep Creek Owners Association

Pursuant to Articles XIV and XVII, the undersigned Owner of more than 67% of all Lots, with the consent of the undersigned Eligible Mortgagees, hereby amends as follows the Declaration of THE PRESERVE AT SHEEP CREEK CONDOMINIUM, recorded in the Palmer Recording District, Third Judicial District, State of Alaska on the 29<sup>th</sup> day of August, 2007, as Document No. 2007-022239-0, concerning real property within the Palmer Recording District, legally described as:

PARCEL 1:  
Government Lots 1, 2, 3, 5 and 6 in Section 18, Township 22 North, Range 4 West, Seward Meridian, Alaska, Palmer Recording District, Third Judicial District, State of Alaska

AND

PARCEL 2:  
The Southeast one-quarter of the Northeast one-quarter (SE 1/4 NE 1/4), Section 18, Township 22 North, Range 4 West, Seward Meridian, located in the Palmer Recording District, Third Judicial District, State of Alaska

Article X, Section 10.1 (b) is amended to read as follows:

(b) Residential Lots. Lots may be used for one single family residence or for residing in one Recreational Vehicle. However, all recreational vehicles must be operable, licensed for highway use at all times and approved by the Architectural Control Committee. Recreational trailers may not be skirted or attached to the land in any way at any time. No pull trailers for residence purposes are allowed on any Lot.



Article X, Section 10.1 (j) is amended to read as follows:

(j) Vehicles and Equipment in Disrepair. No owner shall permit any vehicle or equipment which is in a state of disrepair to remain parked upon a Lot for a period in excess of thirty (30) days. A vehicle or equipment will be deemed in a state of disrepair when it has not been moved for a period of thirty (30) days and is not in operable condition. Vehicles shall include recreational vehicles, boats, water craft and motorized motor homes only. This provision does not prohibit long term parking of a recreational vehicle on the Lot. All vehicles, including recreational vehicles used for residing in, must at all times be operational and licensed for highway travel. For any motorized vehicles parked for six months or more at any one time, the Lot Owner must provide a shelter approved by the Architectural Control Committee.

Article XI, Section 11.2 (f) (iv) is amended to read as follows:

(iv) Generator sheds or generators, except as is built into recreational vehicles, shall be allowed if they are kept in a detached and soundproof shed that is within fifty (50) feet of the Dwelling.

Article XI, Section 11.2 (g) is amended to read as follows:

(g) Permanent docks on the Sheep Creek Slough are prohibited.

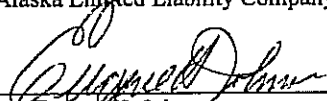
IN WITNESS WHEREOF, the Declarant and Owner of more than 67% of the Lots which votes in the Association are allocated, has caused these Declaration Amendments to be executed on the dates indicated

Dated 10-8-08.

DECLARANT:

PRESERVE AT SHEEP CREEK, LLC,  
An Alaska Limited Liability Company

By

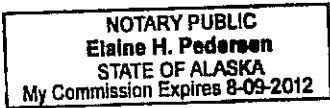
  
Eugene H. Johnson  
Member-Manager



STATE OF ALASKA )  
 )ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this <sup>8</sup>~~10~~ day of ~~Oct~~<sup>Oct</sup>, ~~2008~~<sup>2008</sup>, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared EUGENE H. JOHNSON, known to me to be the Member-Manager of Preserve at Sheep Creek, LLC, and he acknowledged to me that he had, in his official capacity aforesaid, executed the foregoing document as the free act and deed of said limited liability company for the uses stated therein.

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



*Elaine H. Pedersen*  
Notary Public in and for Alaska  
My commission expires: 8/9/2012

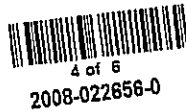
CONSENT OF ELIGIBLE MORTGAGEES TO AMENDMENTS OF DECLARATION

IN WITNESS WHEREOF, the following holders of deeds of trust affecting The Preserve at Sheep Creek Condominium, being all of the Eligible Mortgagees (51% of Eligible Mortgagees required) of the Preserve at Sheep Creek Condominium, have consented to and executed these Declaration Amendments on the dates indicated.

THOMAS R. PLOOY,  
Trustee of the Thomas Plooy Family Trust  
Beneficiary

Dated 10-8-2008.

*Thomas R. Plooy*  
Thomas R. Plooy, Trustee



STATE OF ALASKA )  
 )ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 8 day of OCTOBER, 2008, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared THOMAS R. PLOOY, known to me to be the Trustee of the THOMAS PLOOY FAMILY TRUST, and he acknowledged to me that he had, in his official capacity aforesaid, executed the foregoing document as the free act and deed of said trust for the uses stated therein.

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

Sharon A. Kasper  
Notary Public in and for Alaska  
My commission expires: 1-15-2010

PRESERVE AT SHEEP CREEK, LLC,  
An Alaska Limited Liability Company

Dated 10-8-08

By Eugene H. Johnson  
Eugene H. Johnson  
Member-Manager

STATE OF ALASKA )  
 )ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 8 day of Oct., 2008, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared, EUGENE H. JOHNSON, known to be a Member-Manager of Preserve at Sheep Creek, LLC, and he acknowledged to me that he had, in his official capacity aforesaid, executed the foregoing document as the free act and deed of said limited liability company for the uses stated therein.

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

Elaine H. Pedersen  
Notary Public in and for Alaska

NOTARY PUBLIC  
Elaine H. Pedersen  
STATE OF ALASKA  
My Commission Expires 8-09-2012



My commission expires: 8/9/2012

CERTIFICATION OF AMENDMENT BY ASSOCIATION

The undersigned, being the President of the Preserve at Sheep Creek Owners Association, Inc. hereby certifies that the foregoing amendments to the Declaration of the Preserve at Sheep Creek Condominium were adopted and approved pursuant to and in accordance with the requirements of said Declaration.

The Preserve at Sheep Creek Owners Association, Inc. an Alaska non-profit corporation

Dated 10-8-2008

By *Eugene H. Johnson*  
Eugene H. Johnson, President

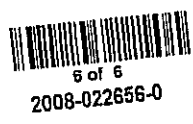
STATE OF ALASKA            )  
  )ss.  
THIRD JUDICIAL DISTRICT    )

THIS IS TO CERTIFY that on this 8<sup>th</sup> day of Oct, 2008, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared, EUGENE H. JOHNSON, known to be President of the Preserve at Sheep Creek Owners Association, Inc., an Alaska non-profit corporation, and he acknowledged to me that he had, in his official capacity aforesaid, executed the foregoing document as the free act and deed of said limited liability company for the uses stated therein.

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

NOTARY PUBLIC  
Elaine H. Pedersen  
STATE OF ALASKA  
My Commission Expires 8-09-2012

*Elaine H. Pedersen*  
Notary Public in and for Alaska  
My commission expires: 8/9/2012



Handwritten initials or mark.

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**2009-001385-0**

Recording Dist: 311 - Palmer  
1/22/2009 2:52 PM Pages: 1 of 5



AMENDMENT  
NO. 3 TO  
DECLARATION  
OF  
THE PRESERVE AT SHEEP  
CREEK CONDOMINIUM

AFTER RECORDING RETURN TO:  
Preserve at Sheep Creek, LLC  
P. O. Box 241245  
Anchorage, Alaska 99524-1245

AMENDMENT  
NO. 3 TO  
DECLARATION  
OF  
THE PRESERVE AT SHEEP  
CREEK CONDOMINIUM

Grantor: The Preserve at Sheep Creek, LLC  
Grantee: The Preserve at Sheep Creek Condominium and  
The Preserve at Sheep Creek Owners Association

Pursuant to Articles XIV and XVII, the undersigned Owner of more than 67% of all Lots, with the consent of the undersigned Eligible Mortgagees, hereby amends as follows the Declaration of THE PRESERVE AT SHEEP CREEK CONDOMINIUM, recorded in the Palmer Recording District, Third Judicial District, State of Alaska on the 29<sup>th</sup> day of August, 2007, as Document No. 2007-022239-0, concerning real property within the Palmer Recording District, legally described as:

PARCEL 1:  
Government Lots 1, 2, 3, 5 and 6 in Section 18, Township 22 North, Range 4 West, Seward Meridian, Alaska, Palmer Recording District, Third Judicial District, State of Alaska

and

PARCEL 2:  
The Southeast one-quarter of the Northeast one-quarter (SE 1/4 NE 1/4), Section 18, Township 22 North, Range 4 West, Seward Meridian, located in the Palmer Recording District, Third Judicial District, State of Alaska

Declaration Schedule A-1, DESCRIPTION OF COMMON INTEREST COMMUNITY is amended to add on page 42 of the Declaration, a new paragraph 10 to the list of liens, encumbrances and exceptions to title to Parcel 2:

10. Easement granted by The Preserve at Sheep Creek Owners Association, Inc. to Eugene H. Johnson and Gina Johnson and their assigns and successors for road construction and access thereon and adjoining utility easements on over and across a portion of Tract F from Government Lot 4 to Audubon Drive and for access and utilities on, over and across Audubon Drive and the adjoining utility



easements. There is also a related easement for access and utilities provided by Preserve at Sheep Creek, LLC to Eugene H. Johnson and Gina Johnson and their assigns and successors for road construction and access thereon and utilities on over and across a portion of Lot 3.

IN WITNESS WHEREOF, PRESERVE AT SHEEP CREEK, LLC, the Declarant and Owner of more than 67% of the Lots to which votes in the Association are allocated, has executed this Amendment to the Declaration.

Dated Jan 8/2009

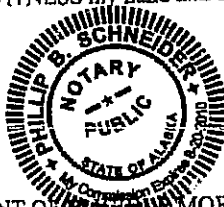
PRESERVE AT SHEEP CREEK, LLC  
An Alaska Limited Liability Company

By Eugene H. Johnson  
Eugene H. Johnson  
Member-Manager

STATE OF ALASKA )  
 )ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 8 day of Jan, 2009, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared EUGENE H. JOHNSON, known to me to be the Member-Manager of Preserve at Sheep Creek, LLC, and he acknowledged to me that he had, in his official capacity aforesaid, executed the foregoing document as the free act and deed of said limited liability company for the uses stated therein.

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



Phillip B. Schneider  
Notary Public in and for Alaska  
My commission expires: 8-20-2010

CONSENT OF ELIGIBLE MORTGAGEES TO AMENDMENTS OF DECLARATION

IN WITNESS WHEREOF, the following holders of deeds of trust affecting The Preserve at Sheep Creek Condominium, being more than 51% of Eligible Mortgagees of the Preserve at Sheep Creek Condominium, approve, consent to and executed this Amendment to the Declaration.



THOMAS R. PLOOY,  
Trustee of the Thomas Plooy Family Trust  
Beneficiary

*Thomas R. Plooy*  
Thomas R. Plooy, Trustee

Dated Jan 15, 2009

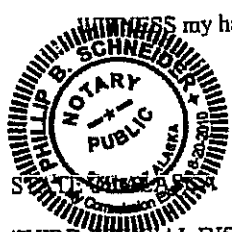
PRESERVE AT SHEEP CREEK, LLC,  
An Alaska Limited Liability Company

By *Eugene H. Johnson*  
Eugene H. Johnson  
Member-Manager

Dated Jan 8/09

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT )ss.

THIS IS TO CERTIFY that on this 8 day of July, 2009, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared EUGENE H. JOHNSON, known to me to be the Member-Manager of Preserve at Sheep Creek, LLC, and he acknowledged to me that he had, in his official capacity aforesaid, executed the foregoing document as the free act and deed of said limited liability company for the uses stated therein.



WITNESS my hand and official seal the day and year in this certificate first written.  
*Phillip B. Schneider*  
Notary Public in and for Alaska  
My commission expires: 10-20-10

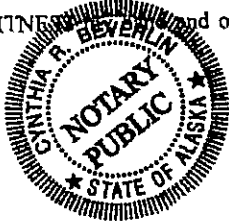
STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT )ss.

THIS IS TO CERTIFY that on this 15 day of Jan., 2009, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared THOMAS R. PLOOY, known to me to be the Trustee of the THOMAS PLOOY FAMILY TRUST, and he acknowledged to me that he had, in his official capacity



aforsaid, executed the foregoing document as the free act and deed of said trust for the uses stated therein.

WITNESSETH and official seal on the day and year in this certificate first above written.



[Signature]  
Notary Public in and for Alaska  
My commission expires: 4-26-2019

CERTIFICATION OF AMENDMENT BY ASSOCIATION

The undersigned, being the President of the Preserve at Sheep Creek Owners Association, Inc. hereby certifies that the foregoing amendments to the Declaration of the Preserve at Sheep Creek Condominium were adopted and approved pursuant to and in accordance with the requirements of said Declaration.

The Preserve at Sheep Creek Owners Association, Inc. an Alaska non-profit corporation

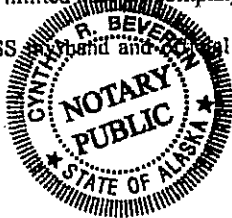
Dated Jan 8, 2009

By [Signature]  
Eugene H. Johnson, President

STATE OF ALASKA )  
  )ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 8 day of Jan, 2009, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared, EUGENE H. JOHNSON, known to be President of the Preserve at Sheep Creek Owners Association, Inc., an Alaska non-profit corporation, and he acknowledged to me that he had, in his official capacity aforesaid, executed the foregoing document as the free act and deed of said limited liability company for the uses stated therein.

WITNESSETH and official seal on the day and year in this certificate first above written.



[Signature]  
Notary Public in and for Alaska  
My commission expires: 4-26-2009

