

Juneau Recording District

**DECLARATION
OF
RIDGEVIEW SUBDIVISION**

- A Planned Community -

AFTER RECORDING, RETURN TO:
GLACIER HEIGHTS, LLC
445 North 2000 West, Suite 7
Springville, UT 84663

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**DECLARATION
OF
RIDGEVIEW SUBDIVISION**

Declarant, **GLACIER HEIGHTS, LLC**, a Utah limited liability company doing business in Alaska as **GLACIER HEIGHTS JUNEAU, LLC**, whose mailing address is *445 North 2000 West, Suite 7, Springville, Utah 84663*, does hereby submit the real property in Juneau, Alaska described in **Schedule A-1** to the provisions of the Uniform Common Interest Ownership Act, Title 34, Chapter 8, of the Alaska Statutes, for the purpose of creating **RIDGEVIEW SUBDIVISION**, a planned community, and making the Improvements shown in the Planned Community Plat attached as **Schedule A-3**.

**ARTICLE I
DEFINITIONS**

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

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

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

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

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

Section 1.5 – CBJ. City and Borough of Juneau.

Section 1.6 – Common Elements. Each portion of the Common Interest Community, other than a Lot.

Section 1.7 – Common Expenses. The expenses or financial liabilities for the operation of the Common Interest Community. These include:

- (a) Expenses of management, administration, insurance, governance and operation of the Common Interest Community;

- (b) Expenses for maintenance, repair, or replacement of the Common Elements;
- (c) Expenses declared to be Common Expenses by the Documents or by the Act;
- (d) Expenses agreed upon as Common Expenses by the Association;
- (e) Expenses incurred by the Association for electricity, gas, water, telecommunication, and other utility charges not billed by the provider to individual Lots; and
- (f) 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.

Section 1.8 – Common Interest Community. Ridgeview Subdivision.

Section 1.9 – Condominium Project. A condominium form of common interest community created under the Act.

Section 1.10 – Declarant. GLACIER HEIGHTS, LLC, a Utah limited liability company doing business in Alaska as GLACIER HEIGHTS JUNEAU, LLC,, and its successor and assigns as defined in Subsection AS 34.08.990(12) of the Act.

Section 1.11 – Declaration. This document, including any amendments.

Section 1.12 – Development Rights. Rights reserved for the benefit of the Declarant as set forth in **Article VII**.

Section 1.13 – Director. A member of the Executive Board.

Section 1.14 – Documents. The Declaration, the Planned Community Plat(s) recorded and filed pursuant to the provisions of the Act, the Articles of Incorporation, the Bylaws, and the Rules as they be amended from time to time. Any attachment, schedule, or certification accompanying a Document is a part of that Document.

Section 1.15 – Dwelling. A structure or portion thereof which is designed and intended for occupancy as a self-contained residence, home or living unit by a person or group of people living together as a single household. For example, a detached house is a Dwelling, a duplex structure contains two (2) Dwellings, and a four-plex structure contains four (4) Dwellings.

Section 1.16 – Environmental Laws. All present and future federal, state and local laws, statutes, ordinances, rules, regulations, decisions and other requirements of governmental authorities relating to Hazardous Materials or protection of human health or the environment, including without limitation the following federal laws: the Comprehensive Environmental Response, Compensation, and

Liability Act of 1980, the Superfund Amendment and Reauthorization Act of 1986, the Solid Waste Disposal Act of 1965, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Safe Drinking Water Act, the Occupational Safety and Health Act, and any amendments to the same and regulations adopted, published and/or promulgated pursuant thereto.

Section 1.17 – Executive Board. The Board of Directors of the Association.

Section 1.18 – Hazardous Materials. Any material, substance or compound now or in the future defined as hazardous waste, hazardous substance, hazardous material, toxic, pollutant, or contaminant within the meaning of any Environmental Law, including, without limitation, petroleum, petroleum products, oil, waste oil, and unsanitary waste.

Section 1.19 – Improvements. Any construction, structure, fixture or facility existing or to be constructed on the land included in the Common Interest Community including, but not limited to, buildings, trees and shrubbery, landscaping, paving, signage, utility wires, pipes, trails, utility infrastructure, and light poles.

Section 1.20 – Limited Common Elements. The portion of the Common Elements allocated by the Declaration for the exclusive use of one (1) or more but fewer than all of the Lots. The Limited Common Elements in the Common Interest Community are described in **Article V**.

Section 1.21 – Lot. Lot means a unit-lot described in **Schedule A-1** that has been created by a subdivision plat approved by the CBJ. Each Lot is a "Unit" as defined in Section 34.08.990(32) of the Act and includes all Improvements located within the boundaries of the Lot. A Lot includes the title and a right to possession and Improvements therein. A Lot may be either a "Multifamily Lot" or a "Townhouse Lot" as defined herein.

Section 1.22 – Lot, Multifamily. A "Multifamily Lot" means a Lot consisting of more than one Dwelling.

Section 1.23 – Lot, Townhouse. A "Townhouse Lot" means a Lot consisting of one (1) townhouse-style Dwelling.

Section 1.24 – Lot Owner. A Person, including the Declarant, who owns a Lot. In the event that a Condominium Project has been created upon any Lot, then the Lot Owner shall be deemed to be the association of condominium unit owners for such Condominium Project.

Lot Owner does not include a Person having only a Security Interest in a Lot. A Lot Owner is a "unit owner" as defined in AS 34.08.990(33).

Section 1.25 – 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 22.1** of the 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 22.2** of the Declaration.

Section 1.28 - Occupant. Any Person who has actual use, possession or control of a Lot, or any portion thereof, for any period of time. The term “Occupant” shall include, without limitation: (a) any lessee or tenant under a lease of any portion of a Lot or any other form of occupancy agreement, and (b) any unit owner of a condominium unit within a Condominium Project created within or upon a Lot.

Section 1.29 - Permittee. Any guest, vendor, supplier, visitor, invitee, licensee, contractor, or concessionaire of any Lot Owner or Occupant, and the officers, directors, employees, servants, and agents of any Lot Owner or Occupant.

Section 1.30 – Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.31 – Planned Community Plat. The Planned Community Plat as may be amended from time to time and attached as **Schedule A-3** to the Declaration.

Section 1.32 – Property. The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by the Declaration.

Section 1.33 – Rules. Rules for the use of the Lots and Common Elements and for the conduct of Persons within the Common Interest Community, adopted by the Executive Board pursuant to **Section 20.3** the Declaration.

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

Section 1.35 – Special Declarant Rights. Rights reserved for the benefit of the Declarant as set forth in **Article VII**.

Section 1.36 – Vehicle. The term "Vehicle" means every vehicle which is self-propelled and used for the transportation of people or cargo. The term "Vehicle" includes, but is not limited to, an

automobile, motorcycle, truck, van, and Recreational Vehicle. Notwithstanding the foregoing, a low-speed electric bicycle is not considered a Vehicle.

Section 1.37 – Vehicle, Inoperable. The term “Inoperable Vehicle” means a Vehicle which is incapable of movement under its own power, and will remain so without repairs or part replacement.

Section 1.38 – Vehicle, Junk. The term “Junk Vehicle” means a vehicle which is missing one or more essential parts, such as, but not limited to, tires, wheels, engine, brakes, windows, lights and lenses, exhaust system, and such other parts as are necessary for the legal operation of a Vehicle.

Section 1.39 – Vehicle, Recreational. The term “Recreational Vehicle” means a self-propelled or nonmotorized vehicle that is intended or designed for recreation, camping, or travel purposes, including, but not limited to, travel trailers, camping trailers, truck campers, motorhomes, boats, personal watercraft, all-terrain vehicles, snowmobiles, and similar vehicles.

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

Section 2.1 – Name and Type of Common Interest Community. The name of the Common Interest Community is *Ridgeview Subdivision*. Ridgeview Subdivision is a *Planned Community* under the Act.

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

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

ARTICLE III
DESCRIPTION OF PROPERTY

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

ARTICLE IV
NUMBER OF LOTS; LOT BOUNDARIES

Section 4.1 – Maximum Number of Lots. The Common Interest Community upon creation contains **one (1) Lot** as shown on the Planned Community Plat attached as **Schedule A-3**. The

Declarant reserves the right to create and add an additional **three hundred fifty (350) Lots** in the Common Interest Community for an aggregate maximum total of **three hundred fifty-one (351) Lots** in the Common Interest Community.

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

ARTICLE V

COMMON ELEMENTS & LIMITED COMMON ELEMENTS

Section 5.1 - Common Elements. The Common Elements in Ridgeview Subdivision are each portion of the Common Interest Community other than a Lot. The Common Elements include, without limitation, parking areas and drive aisles, walking paths, open spaces, landscaped areas, water and sewer utilities, stormwater control features and drainages, and any other portion of the Property designated as a Common Element on the Planned Community Plat.

Section 5.2 - Limited Common Elements. The following portions of the Common Elements are designated as Limited Common Elements assigned to the Lots as stated:

- (a) Any subsurface Improvement that is located outside the boundaries of a Lot and that is designed to serve one (1) or more but fewer than all of the Lots, including, but not limited to, a water line, sewer line, electrical line, or other underground Improvement, is a Limited Common Element allocated to the Lot(s) served.

*Pursuant to the rights reserved in **Article VII** of the Declaration, this **Section 5.2** may be amended by the Declarant to describe any new Limited Common Elements created under **Section 7.1** of the Declaration and to identify the Lot(s) to which such Limited Common Elements are allocated.*

ARTICLE VI

MAINTENANCE, REPAIR AND REPLACEMENT

Section 6.1 – Common Elements. Except as may be provided in **Section 6.2** of this Declaration, the Association shall be responsible for the maintenance, repair and replacement of all Common Elements. The Common Elements and all Improvements thereon shall be maintained in a good and workmanlike manner, and shall be kept in a safe, neat, clean and attractive order, condition, and appearance.

Maintenance of Common Element landscaped areas shall include regular watering, mowing, trimming, weed removal, fertilizing and any other maintenance activities essential to ensure the landscaped area is kept safe, attractive and in good health at all times. All shrubs and trees within the Common Elements shall be trimmed so as not to encroach upon sidewalks, streets or Lots. Dead trees, shrubs or grass shall be promptly removed and replaced. A dead tree or shrub means a tree or shrub that has been damaged beyond repair or is in an advanced state of decline such that an

insufficient amount of live tissues, green leaves, limbs or branches exist to sustain the life of the tree or shrub.

Section 6.2 – Limited Common Elements. Limited Common Elements shall be maintained, repaired and replaced as follows:

- (b) Any subsurface Improvement that is allocated as a Limited Common Element pursuant to **Section 5.2(a)** of this Declaration shall be maintained, repaired and replaced by the Association, and any Common Expenses associated therewith shall be assessed exclusively against the Lot(s) to which such Limited Common Element is allocated. If the Limited Common Element is allocated to more than one (1) Lot, such Common Expenses shall be assessed exclusively against the Lots to which such Limited Common Element is allocated in proportion to their respective Common Expense liabilities.

*Pursuant to the rights reserved in **Article VII** of the Declaration, this **Section 6.2** may be amended by the Declarant to establish the responsibilities of Lot Owners and/or the Association for the maintenance, repair and replacement of any new Limited Common Elements created under **Section 7.1** of the Declaration.*

Section 6.3 – Lots. Each Lot Owner shall maintain, repair and replace, at the expense of the Lot Owner, all portions of their Lot, including any structures or other Improvements within the Lot. The Lot and all Improvements thereon shall be kept in a safe, neat, clean and attractive order, condition, and appearance.

Section 6.4 – Failure to Maintain, Repair, and Replace. If a Lot Owner fails to maintain, repair, or replace any portion of a Lot and such failure creates a condition that threatens another Lot or the Common Elements, the Association may take such actions as are necessary to correct such condition without prior notice or with only such prior notice as can reasonably be given consistent with the threat. If the Association does take such action, the Lot Owner shall reimburse the Association for the cost of correcting the condition.

Section 6.5 – Additional Standards. By Rule, and in accordance with **Section 20.3** of the Declaration, the Association may adopt additional standards concerning maintenance, repair, and replacement of Lots, including Improvements within Lots that are visible from the Common Elements, for the purpose of avoiding adverse effects on the condition, use, or enjoyment of other Lots or the Common Elements.

Section 6.6 – Conduct of Maintenance, Repair, and Replacement by the Association. The Association shall have the exclusive authority to select, contract with, direct, retain, and replace all contractors and vendors for all activities to maintain, repair, and replace portions of the Property for which funds of the Association are used or to be used.

ARTICLE VII
DEVELOPMENT RIGHTS, SPECIAL DECLARANT RIGHTS, AND OTHER RESERVED RIGHTS

Section 7.1 – Reservation of Development Rights. The Declarant reserves the following Development Rights:

- (a) The right to create Lots, Common Elements, and Limited Common Elements within the Common Interest Community in the locations shown as "Development Rights Reserved" on **Schedule A-3**;
- (b) The right to subdivide Lots or convert all or parts of Lots into Common Elements or Limited Common Elements in the locations shown as "Development Rights Reserved" on **Schedule A-3**;
- (c) The right to add to the Common Interest Community all or, from time to time, any portion of the real estate shown on **Schedule A-3** as "Additional Real Estate, Development Rights Reserved" and to create Lots, Common Elements, and Limited Common Elements thereon. This additional real estate is described in **Schedule A-1** as "Property Not In the Common Interest Community Subject to Development Rights".
- (d) The right to withdraw from the Common Interest Community all or any portion of the Property shown as "Development Rights Reserved" on **Schedule A-3**; and
- (d) The right to subdivide or combine Lots owned by Declarant, and to convert all or any portion of Lots owned by Declarant into Common Elements or Limited Common Elements.

Section 7.2 – Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised anywhere within the Common Interest Community:

- (a) to complete Improvements shown on the Planned Community Plat filed with the Declaration and any amendments thereto and to complete Improvements on the Property approved or required by the CBJ;
- (b) to maintain signs advertising the Common Interest Community, and to maintain one (1) or more structures within Lots owned by the Declarant as model Dwellings, management offices, or sales offices;
- (c) to use or grant easements 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;

- (d) 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 7.4** of the Declaration; and
- (e) to exercise a Development Right reserved in the Declaration.

Section 7.3 – Other Reserved Rights.

(a) *Construction: Declarant's Easement.* The Declarant reserves the right to perform repair and construction work, and to store materials in secure areas, on Common Elements and on Lots owned by Declarant, and the further right to control all such work and repairs on Lots, and the right of access thereto, until its completion of the work on the Lots. All work may be performed by the Declarant without the consent or approval of the Executive Board or any Lot Owner. The Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in the Declaration.

(b) *Utility Infrastructure and Easements.* The Declarant reserves the right to construct underground utility lines, pipes, wires, ducts, conduits, and other facilities across the Common Interest Community for the purpose of furnishing utility and other services to buildings and Improvements existing or to be constructed on the Property. The Declarant further reserves the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community for the purposes stated herein.

(c) *Subdivision and Dedication of Property.* With respect to the areas which are or may be labeled on the Planned Community Plat as "*Subject to Development Rights*," the right to (i) subdivide all or any portion of such areas under applicable laws governing the subdivision of real property, and/or (ii) dedicate all or any portion of such areas as a "Public Use Easement" or "Public Right-of-Way", at the Declarant's sole discretion, and in accordance with the requirements of the CBJ, including the right to take any and all actions and execute any and all documents necessary to file a plat as required to subdivide or dedicate such property.

(d) *Signs and Marketing.* The Declarant reserves the right to post signs and displays on Lots to promote sales or rentals of Lots and/or Dwellings on Lots, and to conduct general sales activities, in a manner that will not unreasonably disturb the rights of Lot Owners.

(e) *Declarant's Personal Property.* The Declarant reserves the right to retain all personal property and equipment used in sales, management, construction and maintenance of the Property that has not been represented as property of the Association. The Declarant

reserves the right to remove from the Property any and all personal property and Improvements used in development, marketing and construction, whether or not they have become fixtures.

(f) *Monument Signage.* The Declarant reserves the right to create one (1) or more monument signs identifying the Common Interest Community anywhere within the Common Elements or upon any Lot owned by the Declarant. If a monument sign is created upon a Lot owned by the Declarant or upon any real estate that has not been added to the Common Interest Community, the Declarant will grant a perpetual non-exclusive easement to the Association for ingress and egress in order to access, construct, use, maintain, repair, and replace such monument sign, and for landscaping of the area surrounding such monument sign.

(g) *Amendments Regarding New Limited Common Elements.* At the time any new Limited Common Elements are created pursuant to **Section 7.1**, the Declarant reserves the right to amend the Declaration to:

- (i) Describe such new Limited Common Elements and identify the Lot(s) to which such Limited Common Elements are allocated;
- (ii) Establish the responsibilities of Lot Owners and/or the Association for the maintenance, repair and replacement of any such new Limited Common Elements;
- (iii) Provide that any Common Expenses attributable to such new Limited Common Elements may be assessed exclusively against the Lot(s) to which the new Limited Common Elements are allocated; and
- (iv) Establish restrictions governing the use, alienation or occupancy of any such new Limited Common Elements, including any Improvements thereon, consistent with the overall nature and character of the Common Interest Community.

Section 7.4 – Declarant Control of Association.

- (a) Subject to **Section 7.4(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 Declarant Control terminates no later than the earlier of:
 - (i) sixty (60) days after conveyance of seventy-five percent (75%) of the Lots that may be created in Ridgeview Subdivision to Lot Owners other than the Declarant;

- (ii) two (2) years after Declarant has ceased to offer Lots for sale in the ordinary course of business; or
- (iii) two (2) years after any right to add new Lots was last exercised.

The 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 executed by the Declarant, be approved by the Declarant before they become effective.

- (b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots that may be created in Ridgeview Subdivision to Lot Owners other than the Declarant, at least one (1) 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 in Ridgeview Subdivision to Lot Owners other than the Declarant, not less than thirty-three-and-one-third percent ($33\frac{1}{3}\%$) of the members of the Executive Board must be elected by Lot Owners other than the Declarant.
- (c) For purposes of this **Section 7.4**, the creation of a Condominium Project on a Lot shall constitute a conveyance of such Lot to a Lot Owner other than the Declarant.
- (d) 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, all of whom shall be Lot Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office on election.
- (e) Notwithstanding any provision of the Declaration or the Bylaws of the Association to the contrary, following notice under AS 34.08.390, the Lot Owners, by a two-thirds ($\frac{2}{3}$) vote of all Persons present and entitled to vote at a meeting of 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 7.5 – Time Limitations on Special Declarant Rights. Except for Special Declarant Rights that may terminate earlier by statute and unless previously terminated by an amendment to the Declaration executed by the Declarant, the Declarant may exercise the Special Declarant Rights reserved in this **Article VII** for as long as any of the following subsections apply:

- (a) The Declarant holds a Development Right reserved in this Article;
- (b) The Declarant is obligated to the Association or a Lot Owner under any warranty;

- (c) The Declarant owns a Lot; or
- (d) The Declarant holds a Security Interest in a Lot.

As soon as none of the above subsections apply, the Declarant's right to exercise the Special Declarant Rights shall terminate.

Section 7.6 – Interference with Special Declarant Rights. Neither the Association nor any Lot Owner may take an action or adopt any Rules that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

Section 7.7 – Assignment of Special Declarant Rights and Other Rights Reserved. The Declarant may transfer any or all of its Special Declarant Rights or other rights reserved under this **Article VII** through an Assignment of Special Declarant Rights or an Assignment of Declarant Reserved Rights.

Section 7.8 – Limitations on Development Rights. The Development Rights reserved in **Section 7.1** are limited as follows:

- (a) The Development Rights may be exercised at any time, but not more than **twenty (20) years** after the recording of the initial Declaration.
- (b) Not more than an aggregate total of **three hundred fifty-one (351) Lots** may be created in the Common Interest Community.
- (c) All Lots and Common Elements created pursuant to Development Rights will be restricted to residential use in the same manner and to the same extent as the Lots created under the Declaration as initially recorded.

Section 7.9 – Phasing of Development Rights. With regard to the portions of the Property subject to Development Rights, no assurances are made by the Declarant as to where the Declarant will exercise its Development Rights or the order in which such portions, or all of the areas, will be developed. The exercise of Development Rights as to some portions will not obligate the Declarant to exercise them as to other portions.

ARTICLE VIII

ALLOCATED INTERESTS

Section 8.1 – Allocation of Interests. The table showing Lot numbers and their Allocated Interests is attached as **Schedule A-2**. These Allocated Interests have been allocated in accordance with the formulas set out in this **Article VIII**. These formulas are to be used in reallocating the Allocated Interest of Lots if Lots are added to the Common Interest Community.

Section 8.2 – Formulas for the Allocation of Interests. The Allocated Interests allocated to each Lot are calculated on the following formulas:

- (a) *Common Expense Liability.* The percentage of Common Expense liability allocated to each Lot is based on the relative number of Dwellings upon or within the Lot as compared to the total number of all Dwellings within the Common Interest Community.
Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Lots under **Article XVIII** of the Declaration.
- (b) *Votes in the Association.* Each Lot in the Common Interest Community shall have one (1) equal Vote. Any specified percentage, portion or fraction of Lot Owners, unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the votes as allocated in **Schedule A-2**.
- (b) *Multiple Ownership of a Lot.* When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as determined among those Lot Owners, but in no event shall more than one (1) vote be cast with respect to any such Lot. Where a Condominium Project has been created upon a Lot, the vote allocated to such Lot shall be exercised as determined by the association of condominium unit owners for such Condominium Project. Any votes cast with regard to any such Lot in violation of this provision shall be null and void.

Section 8.3 – Membership. Every Lot Owner is a member of the Association. If a Lot is owned by more than one (1) Person, all of the Lot Owners of such Lot shall have the benefits of membership in the Association, subject to such reasonable Rules and restrictions as the Executive Board shall determine from time to time. The membership rights of a Lot Owner which is not a natural Person may be exercised by any authorized officer, director, partner, trustee or manager.

Section 8.4 – Assignment of Allocated Interests Upon Creation of Lots Pursuant to Exercise of Development Rights. The effective date for assigning Allocated Interests to Lots created pursuant to **Section 7.1** shall be the date on which the amendment to the Declaration creating the Lots is recorded in the records of the Juneau Recording District.

ARTICLE IX

RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Subject to the rights reserved to Declarant under **Article VII**, the following restrictions apply to all Lots and Common Elements within the Common Interest Community.

Section 9.1 – Residential Use. Each Lot is restricted to residential use. No commercial use of a Lot is permitted. Notwithstanding the foregoing, home professional or administrative occupations that do not substantially increase traffic and do not generate or require unreasonable levels of mail, shipping,

noise, odors, trash or storage are permitted within a Dwelling on a Lot as long as there exists no external evidence thereof. Professional or administrative occupations must be incidental to the primary use of the Lot for residential use, and must comply with all governmental regulations addressing home occupations.

Section 9.2 – Compliance with Documents and Law. All Improvements and activities within the Common Interest Community shall be in compliance with the provisions of the Documents and all applicable local, state, and federal laws or regulations, including local zoning and other legal requirements of the CBJ. No illegal, improper, unsanitary, offensive or environmentally prohibited use or activity may occur in or upon any Lot or any portion of the Common Elements. Each Lot Owner and Occupant of a Lot shall defend, indemnify and hold the Association and the other Lot Owners and Occupants harmless from all demands, claims, fines, penalties, costs, fees, damages, losses, awards, judgments and liabilities that in any way arise out of, result from, or are based upon any violation thereof or non-compliance therewith by such Lot Owner or Occupant, or by their Permittees.

Section 9.3 – Nuisances. No noxious or offensive activity shall be carried out upon any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance or danger to the Common Interest Community, or which shall in any way interfere with the quiet enjoyment of other Lots or Common Elements.

Section 9.4 – Quiet Time. Quiet time shall be between the hours of 10:00pm and 8:00am. The audible volume of televisions, stereos, instruments and/or other equipment operated during quiet time shall be substantially reduced so as not to interfere with the quiet enjoyment of the Common Interest Community.

Section 9.5 – Garbage and Refuse Disposal. Refuse, trash, garbage or other waste material (collectively "Garbage") shall be disposed of only by depositing the same in an appropriate Garbage container, and in compliance with Rules for Garbage storage and disposal adopted by the Executive Board. No Lot shall be used for or maintained as a dumping ground for Garbage. All equipment for the storage or disposal of Garbage shall be kept in clean and sanitary condition. No outside burning of Garbage is permitted.

The Association shall provide Common Element dumpsters for the use of Lot Owners and Occupants in areas designated by the Executive Board. By Rule, the Executive Board may restrict the use of a Common Element dumpster to the Lot Owner(s) or Occupant(s) of a specific Lot or Lots.

Section 9.6 – Storage of Personal Property. No storage of personal property shall be permitted outside of a Dwelling, except upon a deck or porch attached to a Dwelling. Personal property stored on a deck or porch attached to a Dwelling shall be limited to patio furniture, such as a bistro table and chairs, as well as flowerpots, mats, and small decorative items that do not interfere with the quiet enjoyment or comfort of any other Lot Owner or Occupant.

Section 9.7 – Window Coverings. Window coverings within a Dwelling that are visible from any portion of the Common Elements shall conform to specifications promulgated by the Association by Rule. No window that is visible from any portion of the Common Elements shall be covered with garments, sheets, blankets, aluminum foil or similar materials.

Section 9.8 – Antennas and Satellite Dishes. The following restrictions govern the installation of satellite dishes and antennas, provided that compliance with such restrictions does not (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increases the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal to a Lot Owner or Occupant of a Lot.

- (a) *Acceptable Locations and Number.* Antennas and satellite dishes shall only be permitted on the roof of a Dwelling on a Lot, in a location that has been approved in advance by the Executive Board. Not more than one (1) antenna or satellite dish shall be permitted per Lot, unless the Executive Board determines, in its sole discretion, that additional antennas or satellite dishes should be permitted due to special circumstances.
- (b) *Shielded from View.* Antennas and satellite dishes shall be located in a place shielded and/or screened from the streets and screened from view to the public or from other Lots to the maximum extent possible.
- (c) *Installation and Wiring.* Installation of antennas and satellite dishes shall be completed in a professional workmanlike manner. Exposed wiring is not permitted.
- (d) *Color.* Satellite dish color shall be neutral tones only, including white, grey, beige, and any similar neutral tone color. No commercial advertising on the satellite dish is permitted other than the brand name. Satellite wiring shall be painted to match the siding color of the Dwelling.
- (e) *Safety and Non-interference.* Installation shall comply with reasonable safety standards and may not interfere with cable, telephone or electrical systems of other Lots.
- (f) *Maintenance.* Lot Owners are responsible to maintain, repair and replace their satellite dish or antenna.

Section 9.9 – Signs.

- (a) Except as provided in **Article VII**, no signs shall be displayed to the public view within the Common Interest Community, except:
 - (i) Common Element monument, parking, and Dwelling address/identification signs, in locations installed by the Declarant or approved by the Executive Board;
 - (ii) A single sign may be affixed to the exterior of a Dwelling, not more than five square feet (5 sq. ft.) in size, advertising a Dwelling for sale or lease;
 - (iii) Such other temporary signs as may be approved by the Executive Board in advance.
- (b) All signs must comply with local zoning and other requirements of the CBJ.
- (c) Lot Owners and Occupants shall comply with such other Rules as may be adopted by the Executive Board governing the installation, location, illumination, or content of signs within the Common Interest Community.

Section 9.10 – Common Elements. The following activities are prohibited within the Common Elements unless expressly authorized by, and then subject to such conditions as may be imposed by, the Executive Board:

- (a) Overnight camping or the erection of tents or other shelters;
- (b) Erecting or placing structures;
- (c) Barbecues or fires;
- (d) The consumption of alcoholic beverages;
- (e) Disposing of lawn or yard waste;
- (f) Disposing of Garbage;
- (g) Disposal or storage of any materials or personal property belonging to a Lot Owner or Occupant;
- (h) Noxious or offensive activities which may become an annoyance or nuisance causing unreasonable disturbance or embarrassment to the Common Interest Community;

- (i) Social gatherings or group activities; and
- (j) Cutting, mowing, harvesting, or disturbing the trees, shrubbery, or other natural vegetation;
- (k) Any activities that may harm or disturb the state of natural and landscaped vegetation within the Common Elements, except for removal by the Association of dead or diseased trees and shrubs and enhancement landscaping.

Section 9.11 - Parking and Vehicle Restrictions.

- (a) No Vehicle shall be operated on any portion of the Common Elements except within a paved area designed for the operation of Vehicles.
- (b) No Vehicle shall be parked on any portion of the Common Elements except within a space designated for parking Vehicles. A Vehicle parked in a parking space must be parked entirely within the boundaries of the parking space.
- (c) The Executive Board may issue a parking permit to an Occupant of a Dwelling that gives such Occupant the temporary, exclusive right to use a parking space or designated parking area within the Common Interest Community, subject to and in accordance with the following:
 - (i) An Occupant that desires a parking permit shall apply to the Executive Board for a parking permit. Such applications shall be processed by the Executive Board on a first-come, first served basis.
 - (ii) The Executive Board shall determine the specific parking space or parking area that the parking permit applies to.
 - (iii) The Executive Board may require the payment of a reasonable fee for the parking permit.
 - (iv) A parking permit may not allow the exclusive use of a parking space for a period of more than twelve (12) months.
- (d) Except for parking spaces or designated parking areas that may be reserved for the temporary, exclusive use of an Occupant pursuant to **subsection (c)**, above, parking spaces within the Common Interest Community may be utilized on a first-come, first-served basis, by any Lot Owner, Occupant or Permittee.

- (e) Junk Vehicles, Inoperable Vehicles, and Recreational Vehicles shall not be parked or stored anywhere within the Common Interest Community, unless parked or stored within an enclosed garage located on a Lot.
- (f) Paved Common Elements shall be kept clean and clear from all oil, drippings, stains or other unsightly Vehicle byproducts or discharge.
- (g) The use of a Vehicle as living quarters, sleeping quarters or lodging rooms is prohibited anywhere within the Common Interest Community.
- (h) No Vehicle shall be covered in any manner with tarpaulins or other coverings determined to be unsightly by the Executive Board in its sole discretion.
- (i) No Vehicle belonging to a Lot Owner, Occupant or Permittee shall be parked on a public street within the Common Interest Community for more than forty-eight (48) cumulative hours in any continuous seven (7) day period.
- (j) No repair, restoration or disassembly of any Vehicle shall be permitted anywhere within the Common Interest Community, except: (1) when conducted within an enclosed garage located on a Lot; or (2) for emergency repairs only to the extent necessary to enable movement of the Vehicle to inside an enclosed garage or to a repair facility.
- (k) No heavy equipment or construction machinery, including, but not limited to, bulldozers, dump trucks, backhoes, or scissor lifts, may be kept anywhere within the Common Interest Community except (1) by Declarant or its subcontractors during construction or (2) inside an enclosed garage located on a Lot.
- (l) Each Lot Owner shall be responsible for ensuring that the Occupants of a Lot and their Permittees comply with the restrictions in this **Section 9.11** and such other Rules as may be adopted by the Executive Board governing the operation and parking of Vehicles within the Common Interest Community.
- (m) Vehicles parked illegally or in violation of the restrictions in this **Section 9.11** or such other Rules as may be adopted by the Executive Board may be towed by the Association.

Section 9.12 – Animals. Lot Owners may maintain animals on their Lots of the following types: domestic cats; domestic dogs; domestic birds (not poultry or fowl); gerbils, rodents, reptiles; and fish. No other animals may be kept on the Property.

- (i) Birds, gerbils, rodents, and reptiles must be kept in cages or terrariums within a Dwelling on the Lot.

- (ii) No unreasonable quantity of animals shall be permitted.
- (iii) Animals shall not be raised or bred for commercial purposes.
- (iv) Lot Owners and Occupants shall be responsible for keeping all Common Elements free and clear of animal feces. Lot Owners shall immediately remove their animal's feces from all areas of the Common Interest Community.
- (v) Lot Owners and Occupants shall hold the Association harmless from all claims resulting from the actions of any animal belonging to the Lot Owner or Occupant.
- (vi) Animals shall be licensed, vaccinated and maintained in accordance with all applicable laws and zoning ordinances.
- (vii) Animals within the Common Interest Community shall be leashed at all times, except when confined within a Dwelling or within an area specifically designated by the Executive Board for off-leash animals.
- (viii) Lot Owners and Occupants shall contain and control their animals to the extent necessary to prevent their animal from creating or becoming a nuisance. Animals causing or creating a nuisance or unreasonable disturbance or noise, so as to interfere with the rights, comfort or convenience of other Lot Owners or Occupants, shall be permanently removed from the Property upon three (3) days' written Notice and Hearing from the Executive Board. If the animal owner fails to honor such request, the Executive Board may remove the offending animal.

Section 9.13 - Safety and Security. Each Lot Owner, Occupant, and Permittee shall be responsible for their own personal safety and the security of their property in the Common Interest Community. The Association is not an insurer or guarantor of safety or security within the Common Interest Community.

Section 9.14 – Mailboxes. Lot Owners shall use cluster mailboxes approved by the U.S. Postal Service and provided for the Common Interest Community by the Declarant. Newspaper stands or receptacles are not permitted within Lots or on the exterior of the cluster mailboxes.

Section 9.15 – Leasing. No Lot or any portion thereof may be conveyed pursuant to a time-sharing plan, or used for bed and breakfast, hotel or motel purposes. A Lot, or a portion thereof, may be rented only by a written lease, rental agreement, or other instrument granting occupancy (collectively referred to herein as a “lease”), subject to the following:

- (a) Each lease must incorporate the terms and restrictions of the Documents as a personal obligation of each Occupant.
- (b) The Lot Owner shall remain liable for compliance with the Documents, and shall be responsible for securing such compliance from the Occupants of the Lot.
- (c) The Lot Owner shall be responsible for the payment of all assessments or fines that are assessed by the Association as a result of the actions or omissions of any Occupants of the Lot or their Permittees.

ARTICLE X
LIABILITY FOR HAZARDOUS MATERIALS

In the event that any fuel, oil, lubricant, or other Hazardous Material is spilled, released or discharged in any Lot or in, on or about any Common Element, or any property or surface or ground water adjacent thereto, the Lot Owner or Occupant who caused or suffered, or whose Permittee caused or suffered, such spill, release or discharge, shall: (a) promptly respond to and remediate such spill, release or discharge in accordance with the requirements of applicable law; and (b) defend, indemnify and hold harmless the Association and all other Lot Owners and Occupants from all demands, claims, fees, fines, penalties, judgments, awards, costs, damages, losses, obligations, and liabilities that in any way arise out of, result from or are based upon any legal obligation to respond to, remediate and/or dispose of such spilled, released or discharged fuel, oil, lubricant, or Hazardous Material.

ARTICLE XI
PARTY WALL COVENANTS

With respect to any Dwellings constructed on adjacent Townhouse Lots, the covenants in this **Article XI** shall govern the maintenance, repair and replacement of any Party Walls separating such Dwellings.

Section 11.1 – Party Wall. For purposes of this **Article XI**, a "Party Wall" shall mean the wall or walls forming part of a building that are located substantially along a common boundary between two (2) Townhouse Lots and are designed to serve as a physical separation of and barrier between the Dwellings on such Lots. A Party Wall shall be deemed to include the portion of the foundation under, the roof over, and the utility lines within, the Party Wall.

Section 11.2 – Party Wall Ownership. Each Lot Owner owns that portion of a Party Wall that is located within the boundaries of the Lot owned by the Lot Owner.

Section 11.3 – General Rules of Law. Except to the extent otherwise provided herein, general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply to Party Walls.

Section 11.4 – Maintenance, Repair and Replacement of a Party Wall.

- (a) The lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint and other materials constituting a part of the finished surfaces of a Party Wall are part of the Lot within which they are located and designed to serve, and shall be maintained, repaired and replaced by the Lot Owner of that Lot. In addition, any chutes, flues, ducts, wires, conduit, bearing columns or other fixtures lying within a Party Wall and serving only one (1) Lot are a part of that Lot and shall be maintained, repaired and replaced by the Lot Owner of that Lot. Any portion of a Party Wall that supports or otherwise serves both adjacent Lot shall be maintained, repaired and replaced by the Lot Owners of both Lot, and the cost shall be shared equally by both Lot Owners.
- (b) If rebuilding of a Party Wall is necessary, the Party Wall shall be rebuilt on the same location and to the same width as the Party Wall being replaced.
- (c) A Lot Owner making repairs to or rebuilding a Party Wall, upon reasonable notice to the other Lot Owner, shall be given access to the other Lot and the Dwelling thereon as is reasonably necessary to make such repairs or rebuild the Party Wall, but shall take all due precaution not to damage the property of the other Lot Owner.

Section 11.5 – Willful and/or Negligent Damage or Destruction. Notwithstanding any provision herein to the contrary, if a Party Wall or any portion thereof is damaged or destroyed by any willful or negligent act or omission, or by any default hereunder, of one Lot Owner, such Lot Owner shall repair and restore said Party Wall at its sole cost and expense, and shall compensate the other Lot Owner for any damages suffered by that Lot Owner. Each Lot Owner shall be fully responsible for all acts, omissions or defaults of the Occupants of their Lot or their Permittees which may cause damage to the Party Wall.

Section 11.6 – Exposure to Natural Elements. Notwithstanding any other provision set forth herein, a Lot Owner who causes a Party Wall to be exposed to the elements shall bear the entire cost of repair and furnishing the necessary protection against such elements.

Section 11.7 – Encroachment. It is assumed that a Party Wall lies along the boundary line separating the adjoining Lots. Should the actual location of a Party Wall be inconsistent with said boundary line as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of a building structure, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

Section 11.8 – Insurance. Each Lot Owner that shares a Party Wall shall maintain fire and extended coverage insurance on his or her respective Dwelling to the extent necessary fully to fund the repair or replacement of the Dwelling, including the Party Wall, if damaged by fire or other insured casualty. The right of the Lot Owners to separately further insure their own Dwellings shall not hereby be impaired.

Section 11.9 – Disputes. Any controversy that may arise between adjacent Lot Owners over the necessity for or cost of repairs and maintenance of a Party Wall shall be submitted to mediation and arbitration in accordance with **Article XXVI** of the Declaration.

ARTICLE XII

ADDITIONS, ALTERATIONS AND IMPROVEMENTS

Section 12.1 - Additions, Alterations and Improvements by Lot Owners. Unless approved by the Executive Board as provided in **Section 12.2** of the Declaration, a Lot Owner or Occupant of a Lot:

- (a) Shall not make any addition, alteration, or Improvement to, attach anything to or change the appearance of any portion of an Improvement on a Lot that is visible from any portion of the Common Elements.
- (b) Shall not make any addition, alteration, or Improvement to, attach anything to or change the appearance of any portion of the Common Elements or the exterior appearance of any other portion of the Common Interest Community.
- (c) Shall not make any addition, alteration, or Improvement to any portion of a Lot that may impair the structural integrity or stability or lessen the support of any portion of the Common Elements.

Section 12.2 - Approval by Executive Board.

- (a) A Lot Owner may submit a written request to the Executive Board for approval to do anything that is otherwise prohibited or regulated under **Section 12.1** of this Declaration. The Executive Board shall answer any written request for such approval, after Notice and Hearing to the applicant and any other Lot Owner who, in the sole opinion of the Executive Board, may be impacted by the proposed addition, alteration or Improvement, within thirty (30) days after it receives the request. Failure to answer

within such time, as it shall be extended by agreement of the applicant, shall be deemed to be a denial by the Executive Board of the proposed action.

- (b) The Executive Board may establish time limits and impose conditions on its approval of a request under **Subsection 12.2(a)**. These may include, but are not limited to, the following:
 - (i) That the addition, alteration, or Improvement be made by contractors holding particular licenses or certifications, having particular qualifications, or having specified levels of insurance coverage.
 - (ii) That the Lot Owner obtain and pay for all necessary permits and other governmental approvals for the addition, alteration, or improvement.
 - (iii) That the work be done in a specified manner or only during specified times.
 - (iv) That the addition, alteration, or improvement be completed by a certain deadline.
 - (v) That the Lot Owner be responsible for the maintenance, repair, and replacement of the addition, alteration, or Improvement (or the portion of the Property to which the addition, alteration, or Improvement is made) or reimburse the Association for the costs of maintenance, repair, and replacement.
- (c) The Executive Board may grant approval for a type or class of modifications or installations by adopting a Rule, after Notice and Comment.
- (d) The Executive Board may establish forms and procedures for the making and processing of applications under this **Section 12.2**.
- (e) The Executive Board may require the Lot Owner to pay a reasonable fee to reimburse the Association for its costs in considering and acting on a request made under **Subsection 12.2(a)**, including, but not limited to, recording costs and the reasonable fees of attorneys and other professionals.
- (f) No permission or approval shall be required to rebuild a Dwelling or other Improvement on a Lot in substantial accordance with the original design and construction, to repaint in accordance with an originally approved color scheme, or to repaint or remodel the interior of any Dwelling on a Lot.
- (g) Nothing in this Section shall be deemed to require the Executive Board to approve or disapprove any particular request. Neither shall the approval or disapproval of any prior

request require the Executive Board to approve or disapprove any other request at a later date.

- (h) Review and approval by the Executive Board under this **Article XII** does not imply a review as to the adequacy of the plans or specifications for compliance with the laws and regulations of the State of Alaska for building codes, strength, suitability, durability or structural design. Furthermore, approval of a request to the Executive Board shall not give rise to any liability or responsibility for the quality or sufficiency of design or materials. The purpose of Executive Board review and approval is to ensure the conformity and harmony of additions, alterations, or Improvements, as to the quality, external designs and location, in relation to the development of the entire Common Interest Community.

Section 12.3 - Additions, Alterations, and Improvements by Executive Board. Any additions, alterations or Improvements to any portion of the Common Interest Community must comply with all applicable ordinances of the CBJ. In the event that the provisions of this Declaration are more restrictive than the restrictions of the CBJ, then the restrictions of this Declaration shall apply.

ARTICLE XIII **EASEMENTS AND LICENSES**

Section 13.1 – 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 VII** of the Declaration.

Section 13.2 – Easement for Ingress and Egress Through Common Elements. Each Lot Owner and Occupant of a Lot has an easement in common with all other Lot Owners and Occupants for ingress and egress through the Common Elements, subject to such reasonable Rules as may be imposed by the Executive Board.

Section 13.3 – 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 13.4 – Easements for Encroachments. In the event any portion of the Common Elements encroaches upon a Lot or a Lot encroaches upon the Common Elements or another 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.

ARTICLE XIV
COMBINING, SUBDIVIDING & RELOCATING BOUNDARIES BETWEEN ADJOINING LOTS

Section 14.1 – Combining and Subdividing Lots. Except as provided in **Section 7.1** of the Declaration, no Lot may be subdivided into two (2) Lots or combined with one (1) or more other Lots. Notwithstanding the foregoing, nothing contained herein shall prevent a Lot Owner from creating a Condominium Project on a Lot.

Section 14.2 – Relocation of Boundaries Between Lots. Subject to the approval of the CBJ, the boundaries between adjoining Lots may be relocated by an amendment to the Declaration upon application to the Association by the Lot Owners of the Lots affected by the relocation. There shall be no reallocation of the Allocated Interests of the Lots affected by the relocation. The Association shall consent to the relocation and prepare an amendment to the Declaration and Planned Community Plat that identifies the Lots involved and shows the relocation of the boundaries of such Lots. The amendment must be executed by those Lot Owners and the approval of all holders of Security Interests in the affected Lots shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association. The applicants will pay for the costs of preparation of the amendment and Planned Community Plat, recording costs and the reasonable consultant fees of the Association if it is deemed necessary to employ a consultant by the Executive Board.

ARTICLE XV
AMENDMENTS TO DECLARATION

Section 15.1 – General. Except in cases of amendments that may be executed by the Declarant in the exercise of its Development Rights or other reserved rights in accordance with **Article VII**, and except as otherwise provided in the Act or in the Declaration, the Declaration, including the Planned Community Plat, may be amended only by the 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 15.2 - Amendments Affecting Specified Groups of Lots.

- (a) An amendment to any provision of the Declaration which pertains to the use, maintenance, repair, or replacement of Multifamily Lots, or an amendment to any provision of the Declaration which involves Common Expenses allocated exclusively to the Multifamily Lots, requires the vote or agreement of at least sixty-seven percent (67%) of the votes in the Association, including at least sixty-seven percent (67%) of the votes allocated to Multifamily Lots in the Common Interest Community.
- (b) An amendment to any provision of the Declaration which pertains to the use, maintenance, repair, or replacement of Townhouse Lots, or an amendment to any provision of the Declaration which involves Common Expenses allocated exclusively to the Townhouse Lots, requires the vote or agreement of at least sixty-seven percent (67%) of the votes in the Association, including at least sixty-seven percent (67%) of

the votes allocated to Townhouse Lots in the Common Interest Community.

Section 15.3 – Execution of Amendments. An amendment to the Declaration required by the Act to be recorded by the Association, which has been adopted in accordance with the Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 15.4 – Recordation of Amendments. Each amendment to the Declaration must be recorded in the Juneau Recording District, and the amendment is effective only upon recording. An amendment, except an amendment pursuant to **Article VII** of the 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 15.5 – Notice to Lot Owners of Amendments to the Declaration. Following the adoption of an amendment to this Declaration by the Association, the Association shall give all Lot Owners notice of its action and include with it a copy of such amendment.

Section 15.6 – Limitations of Challenges. An action to challenge the validity of an amendment adopted by the Association pursuant to this Article may not be brought more than one (1) year after the amendment is recorded.

Section 15.7 – Development Rights, Special Declarant Rights and Other Reserved Rights. Provisions in this Declaration creating Development Rights, Special Declarant Rights or other rights reserved in **Article VII** that have not expired may not be amended without the consent of the Declarant.

ARTICLE XVI **AMENDMENTS TO BYLAWS**

The Bylaws may be amended by the vote or agreement of at least fifty one percent (51%) of the members of the Executive Board, following Notice and Comment to all Lot Owners, at any meeting duly called for such purpose.

ARTICLE XVII **TERMINATION AND MERGER**

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

ARTICLE XVIII
ASSESSMENT AND COLLECTION OF COMMON EXPENSES

Section 18.1 – Apportionment of Common Expenses. Except as provided in **Section 18.2**, all Common Expenses shall be assessed against all Lots in accordance with their percentage interest in the Common Expense Liability as shown on **Schedule A-2** to the Declaration.

Section 18.2 – Common Expenses Attributable to Fewer than all Lots.

- (a) The Association may, from time to time, provide services to individual Lots or Lot Owners, or to Occupants of a Lot at the request of or with the authorization of the Lot Owner. These services may be provided pursuant to a schedule of services and charges established by the Association or they may be provided on an ad hoc basis. Unless the Association is required to provide such services to all Lots by the Documents or the Act, or does provide such services to all Lots pursuant to a policy or resolution adopted by the Executive Board, any Common Expenses for such services shall be assessed against the Lot to which the service was provided or to whose Lot Owner or Occupant the service was provided.
- (a) Notwithstanding the provisions of **Section 21.9** of the Declaration, if a Common Expense is caused by the willful misconduct, failure to comply with the Documents, or the gross negligence of a Lot Owner or an Occupant of a Lot or their Permittee, the Association may assess the portion of that Common Expense in excess of insurance proceeds received by the Association under its insurance policy, whether the portion results from the application of a deductible or otherwise, exclusively against the Lot Owner's Lot, following Notice and Hearing to the affected Lot Owner.
- (b) If a Lot Owner is required to reimburse the Association pursuant to the provisions of **Section 6.4** of the Declaration, the amount required to be reimbursed may be assessed exclusively against the Lot Owner's Lot, following Notice and Hearing to the affected Lot Owner.
- (b) Attorney's fees and costs incurred by the Association in collecting past due Common Expenses, assessments or other sums due from a Lot Owner, with or without the commencement of a foreclosure action or other legal proceedings, or incurred in representing the Association in any foreclosure actions brought against a Lot Owner in which the Association is named as a defendant, may be assessed exclusively against the Lot Owned by such Lot Owner.
- (c) Attorney's fees and costs incurred by the Association in enforcing the provisions of the Declaration, the Bylaws, and the Rules or any applicable law, ordinance, or regulation relating to the Common Interest Community against a Lot Owner or an

Occupant of such Lot, with or without the commencement of litigation, arbitration, mediation, administrative proceedings, or hearings before the Executive Board, may be assessed exclusively against the Lot Owned by such Lot Owner: (i) by the Executive Board after Notice and Hearing; or (ii) as awarded by a court or arbitration order.

- (d) An assessment to pay a judgment against the Association, may be made only against the Lots in the Common Interest Community at the time the judgment was entered, in proportion to their Common Expense liabilities.
- (e) Fees, including attorney's fees, charges, late charges, fines, collection costs and interest charged against the Lot Owner pursuant to the Documents are enforceable against the Lot Owner as Common Expense assessments.

Section 18.3 – Lien.

- (a) The Association has a lien on a Lot for an assessment levied against the Lot or fines imposed against the Lot Owner from the time the assessment or fine becomes due. Fees, charges, late charges, collection costs, including reasonable attorney's fees, fines and interest charged pursuant to any of the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- (b) A lien under this Section is prior to all other liens and encumbrances on a Lot except: (1) a lien and encumbrance recorded before the recordation of the original Declaration; (2) a first Security Interest on the Lot recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. A lien under this Section is also prior to all Security Interests described in (2) of this Subsection if the Common Expense assessment based on the periodic budget adopted by the Association, pursuant to **Section 18.4** of this Article, would have become due in the absence of acceleration during the six (6) months immediately preceding the institution of an action to enforce the Association's lien. This does not affect the priority of mechanic's or materialmen's liens, or the priority of a lien for other assessments made by the Association. A lien under this Section is not subject to the provisions of AS 09.38.010, as it may be amended from time to time.
- (c) Recording of the Declaration constitutes a record notice and perfection of the lien. Further recording of a claim of lien for assessments under this Section is not required.

- (d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessment becomes due; provided that if a Lot Owner subject to a lien under this Section files a petition for relief under the US Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under §362 of the US Bankruptcy Code is lifted.
- (e) This Section does not prohibit an action to recover sums for which the Association has a lien; nor does it prohibit the Association from taking a deed in lieu of foreclosure.
- (f) When the Association acquires a judgment or decree in any action brought under this Section, such judgment or decree shall include an award to the Association for actual collection costs and reasonable attorney's fees.
- (g) A judgment or decree in an action brought under this Section is enforceable by execution under AS 09.35.010, as it may be amended from time to time.
- (h) The Association's lien must be foreclosed as a lien is foreclosed under AS 34.35.005, as it may be amended from time to time.
- (i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Lot Owner to collect all sums alleged to be due from that Lot Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to **Section 18.4**.
- (j) The purchaser at a foreclosure sale initiated by the holder of a Security Interest in a Lot is not liable for any unpaid assessments against the Lot which became due before the sale, other than the assessments which are prior to that Security Interest under **Section 18.3(b)**, above. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses for which all the Lot Owners, excluding the purchaser at the foreclosure sale, may be assessed. For the purposes of this Section, "the purchaser" shall include, but not be limited to, any holder of a Security Interest in a Lot which obtains title to a Lot.
- (k) Any payments received by the Association to discharge a Lot Owner's obligation may be applied to the oldest balance due.

- (l) The Association may acquire, hold, lease, mortgage and convey a Lot foreclosed upon pursuant to this Section for unpaid assessments.
- (m) A lien under this Section shall not be affected by any sale or transfer of a Lot except as provided in **Subsection (j)**, above.

Section 18.4 – Budget Adoption and Ratification. The Executive Board shall adopt a proposed budget for the Common Interest Community, and shall, within thirty (30) days after adoption, provide a summary of the budget to each Lot Owner. The Executive Board shall set a date for a meeting of the Lot Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. The budget is ratified, whether or not a quorum is present, unless at that meeting either:

- (a) The budget is rejected by at least fifty-one percent (51%) of the votes allocated to all Multifamily Lots in the Common Interest Community; or
- (b) The budget is rejected by at least fifty-one percent (51%) of the votes allocated to all Townhouse Lots in the Common Interest Community.

If the proposed budget is rejected, the periodic budget last ratified by the Lot Owners continues until the Lot Owners ratify a budget proposed by the Executive Board.

Section 18.5 – Non-Budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in **Section 18.2**, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Executive Board shall submit such Common Expenses to the Lot Owners for their consideration and comment in the same manner as a budget under **Section 18.4**, above; provided, however, that such assessment can be considered at a special meeting as long as the notice required for annual meetings is provided to the Lot Owners.

Section 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 his or her Lot. The statement must be furnished within ten (10) business days after receipt of the request and is binding upon the Association, the Executive Board and each Lot Owner.

Section 18.7 – Payment of Common Expenses. All Common Expenses based on the periodic budget adopted by the Association pursuant to **Section 18.4** shall be due and payable annually or in such other intervals as the Executive Board may determine.

Section 18.8 – Acceleration of Common Expense Assessments. In the event of a default for a period of sixty (60) days by any Lot Owner in the payment of any Common Expense assessment levied against the Lot Owner's Lot, the Executive Board shall have the right, after Notice and

Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable. The holder of a first Security Interest in a Lot which has acquired title to any Lot as a result of a foreclosure of its Security Interest shall be exempt from the application of this Section.

Section 18.9 – Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first (1st) day of the month following the month in which conveyance of the first Lot to a Lot Owner other than the Declarant occurs.

Section 18.10 – No Waiver of Liability for Common Expenses. No Lot Owner may exempt itself 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 Lot Owner of a Lot at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Lot unless he or she agrees to assume the obligation.

ARTICLE XIX

RIGHT TO ASSIGN FUTURE INCOME

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

ARTICLE XX

PERSONS AND LOTS SUBJECT TO DOCUMENTS; RULES AND ENFORCEMENT

Section 20.1 – Compliance with the Documents. All Lot Owners and Occupants of a Lot shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or entering into occupancy of a Lot constitutes agreement that the provisions of the Documents are accepted and ratified by such Lot Owner or Occupant, and all such provisions recorded in the records of the Juneau Recording District, First Judicial District, State of Alaska, are covenants running with the land and shall bind any Persons having at any time any interest in such Lot.

Section 20.2 - Indemnification for Actions of Others. Each Lot Owner and each Occupant of a Lot shall indemnify, defend and hold harmless the Declarant, the Association, the Executive Board and all other Lot Owners and Occupants from any demands, claims, fines, penalties, costs, fees, damages, losses, awards, judgments or other liabilities resulting from the actions of the Lot Owner or Occupant, or their Permittees.

Section 20.3 – Adoption of Rules. The Executive Board, following Notice and Comment to all Lot Owners, may adopt reasonable Rules regarding the use of the Common Elements and the use

and occupancy of Lots. Further, the Executive Board may adopt Rules consistent with the Declaration for the assessment of fines against Lots for any violation of the provisions of the Declaration, Bylaws, or Rules by the Lot Owner or Occupant of such Lot.

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

Section 20.4 – Notice to Lot Owners of Changes to Rules. Following the adoption, amendment, or repeal of a Rule, the Executive Board shall give all Lot Owners notice of its action and include with it a copy of any new or amended Rule.

Section 20.5 – Limitation on Challenges. No action to challenge the validity of any adoption, amendment, or repeal of a Rule adopted may be brought more than one (1) year after the date that notice of the amendment was given to the Lot Owners.

ARTICLE 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 United States mail to all Lot Owners at their last known address.

Section 21.2 – Property Insurance.

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

Section 21.3 – Liability Insurance. The Association shall maintain liability insurance, including medical payments insurance, in an amount determined by the Executive Board covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements and the activities of the Association. Insurance policies carried pursuant to this Section shall provide that:

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

Section 21.4 – Fidelity Insurance. A blanket fidelity insurance policy shall be obtained 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 policy shall name the Association as the insured and shall cover the maximum funds that will be in the custody of the Association or the Manager at any time while the policy is in force and in no event less than the sum of three (3) months' assessments plus reserve funds. The policy shall provide that the insurer may not cancel or refuse to renew the policy until sixty (60) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Lot Owner, each holder of a Security Interest in a Lot, and to the insurance trustee, if any, at their respective last known addresses.

Section 21.5 – Workers' Compensation Insurance. The Association shall obtain and maintain Workers' Compensation Insurance as necessary to meet the requirements of the laws of the State of Alaska.

Section 21.6 – Directors and Officers Liability Insurance. The Association 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 assessed against each Lot as provided in **Section 18.1**.

Section 21.9 – Deductibles. Except as provided in **Section 18.2**, any deductibles for insurance coverage maintained by the Association shall be a Common Expense assessed against each Lot as provided in **Section 18.1**.

Section 21.10 – Lot Owner Insurance. Lot Owners shall maintain insurance covering the insurable Improvements located within their Lot and liability arising from the conduct of Persons on their Lot. The amount of coverage and the deductible for such insurance shall be at the discretion of the Lot Owner.

ARTICLE XXII

RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

Section 22.1 – Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the Documents require that an action to be taken after "Notice and Comment" and at any other time the Executive Board determines, then the Lot Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Lot Owner in writing and shall be delivered personally or by mail to all Lot Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Lot Owners. The notice shall be given not less than **ten (10) days** before the proposed action is to be taken. It shall invite comment to the Executive Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Lot Owner to be heard at a formally constituted meeting.

Section 22.2 – Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the Manager, etc.) shall give written notice of the proposed action to all Lot Owners whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. The notice shall be given in writing and shall be delivered personally or by mail, not less than **ten (10) days** before the hearing date. At the hearing, affected Persons shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected Persons shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 22.3 – 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 XXIII
EXECUTIVE BOARD

Section 23.1 – Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, the Bylaws or the Articles of Incorporation. The Executive Board shall have, subject to the limitations contained in the Declaration and the Nonprofit Corporations Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community, which shall include, but are not limited to, the following:

- (a) Adopt and amend Bylaws, Rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Lot Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees, independent contractors, and agents, other than managing agents;
- (f) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Association's Declaration, Bylaws or Rules in the Association's name on behalf of the Association or two (2) or more Lot Owners on matters affecting the Common Interest Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) Cause additional Improvements or real property to be made as part of the Common Elements;
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section AS 34.08.430 of the Act;

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

Section 23.2 – Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend the Declaration, to terminate the Common Interest Community, or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of the term.

Section 23.3 – Minutes of Executive Board Meetings. The Executive Board shall permit any Lot Owner to inspect the minutes of Executive Board meetings during normal business hours. The minutes shall be available for inspection within thirty (30) days after such meeting.

Section 23.4 – Inspection of Books. The Association shall maintain current copies of the Declaration, Bylaws, Rules, books, records and financial statements. The Association shall permit any Lot Owner to inspect the books and records of the Association during normal business hours.

Section 23.5 – Financial Statements. The Association shall provide any Lot Owner who submits a written request a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association.

ARTICLE XXIV **EXECUTIVE BOARD MEETINGS**

Section 24.1 – 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 24.2 – Meetings and Notice of Meetings. Regular meetings may be set by a schedule appointed by resolution of the Executive Board and no further notice will be required. Special meetings of the Executive Board may be called by the president or by a majority of the Directors on at least three (3) business days' notice to each member of the Executive Board. The notice will be hand-delivered, emailed or mailed and will state the time, place and purpose of the meeting.

Section 24.3 – Executive Sessions. Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Lot Owners, where the action taken at the executive session involves personnel, pending litigation, contract negotiations, or enforcement actions, or where no action is taken at the executive session requiring the affirmative vote of Directors.

ARTICLE XXV **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 XXVI **MEDIATION & ARBITRATION**

Section 26.1 – Mediation Clause. No Lot Owner shall commence an arbitration proceeding under the provisions of **Section 26.2** below, unless such Lot Owner shall first give a written notice ("**Dispute Notice**") to the Association stating the nature of the dispute. The parties shall attempt in

good faith to resolve the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association in effect on the date of the Dispute Notice. If the dispute has not been resolved by mediation as provided above within sixty (60) days after the delivery of the Dispute Notice, the dispute shall be determined by arbitration in accordance with the provisions of **Section 26.2**.

Section 26.2 – Arbitration Clause. Any controversy, claim, or dispute of whatever nature arising between Lot Owners or between Lot Owners and the Association, including but not limited to, those arising out of, or relating to, the Declaration and associated Documents or the construction, interpretation, performance, breach, termination, enforceability or validity of the Declaration, or deadlock on any matter requiring a vote of the Lot Owners or Executive Board members, whether such claim existed before or arises on or after the date of the Declaration, including the determination of the scope of the Declaration to arbitrate, that is not settled through mediation as provided in **Section 26.1** above shall be determined by arbitration, by one arbitrator in Juneau, Alaska, governed and administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction. The arbitrators shall award the prevailing party reasonable expenses and costs including reasonable attorneys' fees plus interest on the amount due at the legal rate provided in AS 45.45.010(a). The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled reasonable expenses and costs including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

ARTICLE XXVII **MISCELLANEOUS**

Section 27.1 – 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 27.2 – Gender. The use of the masculine gender refers to the feminine and neutral genders and the use of the singular includes the plural and vice versa, whenever the context of the Documents so require.

Section 27.3 – 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 27.4 – 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 27.5 – Conflict. The Documents are intended to comply with the requirements of the Alaska Nonprofit Corporations Act, and with the Uniform Common Interest Ownership Act. In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between the Declaration and any other Document, the Declaration shall control.

Section 27.6 – 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 an action to enforce the provisions of the Declaration, the prevailing party shall be entitled to recover court costs, actual damages, fines imposed pursuant to the Declaration, and reasonable actual attorney fees.

Section 27.7 - Association Not a Guarantor of Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Common Interest Community designed to make the Property safer than it otherwise might be.

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

IN WITNESS WHEREOF, Declarant has caused the Declaration to be executed this ____ day of _____, 20__.

[DECLARANT SIGNATURE AND NOTARY ACKNOWLEDGMENT APPEARS ON THE FOLLOWING PAGE]

**DECLARANT: GLACIER HEIGHTS, LLC, d/b/a
 GLACIER HEIGHTS JUNEAU, LLC**

By:
Its:

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 20___, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, to me known and known to me to be the _____ of **GLACIER HEIGHTS, LLC**, d/b/a **GLACIER HEIGHTS JUNEAU, LLC**, and known to me to be the person who signed the foregoing instrument, on behalf of said limited liability company, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said limited liability company for the uses and purposes therein expressed.

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

Notary Public in and for Alaska
My Commission Expires: _____

[APPROVAL OF LENDER APPEARS ON THE FOLLOWING PAGE]

SCHEDULE A-1
DESCRIPTION OF THE COMMON INTEREST COMMUNITY

PROPERTY *IN* THE COMMON INTEREST COMMUNITY
NOT SUBJECT TO DEVELOPMENT RIGHTS

Unit Lots [REDACTED], **RIDGEVIEW SUBDIVISION**, according to the official plat thereof, Plat No. [REDACTED], records of the Juneau Recording District, First Judicial District, State of Alaska.

Parent Lot [REDACTED], **RIDGEVIEW SUBDIVISION**, according to the official plat thereof, Plat No. [REDACTED], records of the Juneau Recording District, First Judicial District, State of Alaska.

PROPERTY *NOT IN* THE COMMON INTEREST COMMUNITY –
SUBJECT TO DEVELOPMENT RIGHTS

Parent Lots [REDACTED], **RIDGEVIEW SUBDIVISION**, according to the official plat thereof, Plat No. [REDACTED], records of the Juneau Recording District, First Judicial District, State of Alaska.

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

1. [REDACTED] To be updated with information from cert to plat.

[SCHEDULE A-2 APPEARS ON THE FOLLOWING PAGE]

SCHEDULE A-2
TABLE OF INTERESTS

<u>Plat No.</u>	<u>Unit Lot</u>	<u>Dwellings in Unit Lot</u>	<u>Common Expense Liability*</u>	<u>Votes in the Association</u>
2024-	A	24	100%	1
TOTALS	1 Unit Lot	24 Dwellings	100%	1 Vote

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

SCHEDULE A-3
PLANNED COMMUNITY PLAT

RIDGEVIEW SUBDIVISION

A Planned Community located on

Unit Lots [REDACTED], and Parent Lot [REDACTED], RIDGEVIEW SUBDIVISION,
according to the official plat thereof, Plat No. [REDACTED].

[PLANNED COMMUNITY PLAT APPEARS ON THE FOLLOWING PAGES]

DRAFT

OWNERSHIP CERTIFICATE

The undersigned does hereby certify that it is the owner of **Unit Lots** _____, and **Parent Lot** _____, **RIDGEVIEW SUBDIVISION**, according to the official plat thereof, Plat No. _____, records of the Juneau Recording District, First Judicial District, State of Alaska.

The undersigned, as Declarant, under that certain **Declaration of Ridgeview Subdivision**, recorded of even date herewith in the records of the Juneau Recording District, First Judicial District, State of Alaska, ("**Declaration**"), pursuant to Section 34.08.170 of the Alaska Uniform Common Interest Ownership Act ("**Act**"), does hereby file this Planned Community Plat to reflect the Lots and Common Elements as shown herein and does submit the property to the Act.

GLACIER HEIGHTS, LLC, d/b/a GLACIER HEIGHTS JUNEAU, LLC

By:
Its:

STATE OF ALASKA

)

)

ss.

FIRST JUDICIAL DISTRICT

)

THIS IS TO CERTIFY that on this _____ day of _____, 20____, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, to me known and known to me to be the _____ of **GLACIER HEIGHTS, LLC, d/b/a GLACIER HEIGHTS JUNEAU, LLC**, and known to me to be the person who signed the foregoing instrument, on behalf of said limited liability company, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said limited liability company for the uses and purposes therein expressed.

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

Notary Public in and for Alaska

My Commission Expires: _____

SURVEYOR'S CERTIFICATE

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

I do hereby certify that the Planned Community Plat of **Ridgeview Subdivision**, is a true and correct layout of the Lots and Common Elements and that the information as required by Alaska Statute 34.08.170 is provided for on this plat filed herewith.

Signature: _____
Printed Name: _____
Registered Land Surveyor No. _____

DRAFT