

In the Anchorage Recording District

**DECLARATION**  
**FOR**  
**CEDAR ESTATES AT INDEPENDENCE PARK**

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**DECLARATION**  
**FOR**  
**CEDAR ESTATES AT INDEPENDENCE PARK**

**PREAMBLE**

Jeffrey Thimsen and James McLin, hereafter "Declarant", are the owners of property in Anchorage, Alaska, described as:

Lots 1-14, Cedar Estates at Independence Park, according to Plat No. 98-3, Anchorage Recording District, Third Judicial District, State of Alaska.

By this declaration, all of the above-described real property is made subject to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth for the benefit of said property and each owner thereof. All of the real property described above is and shall be held, transferred, sold, conveyed, occupied, and used subject to the covenants, conditions, restrictions, easements, charges and liens contained in this declaration.

Declarant, also by this Declaration, submits the above-described property to the Independence Park Community Declaration of Covenants, Conditions and Restrictions, recorded May 3, 1982, in Book 728 at Page 116, records of the Anchorage Recording District, Third Judicial District, State of Alaska, as amended. Contemporaneous with the recording of this Declaration, Declarant is recording an Addition of Property Amendment to the Independence Park Community Declaration to reflect the addition of this property to the Independence Park Community.

This Declaration and the Addition of Property Amendment have been approved by the Independence Park Community Association as required by Article XI, Section 2, of the Independence Park Community Declaration referenced above.

Cedar Estates is a common interest community that, because of its limited budget, is exempted from AS 34.08, the Uniform Common Interest Ownership Act, by the provisions of AS 34.08.030.

# ARTICLE I - DEFINITIONS

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

Section 1.1 - Allocated Interests. The share of the Common Expense liability and the votes in the Association allocated to Lots in Cedar Estates at Independence Park. The Allocated Interests are described in Article VIII of this Declaration and listed in Exhibit 1.

Section 1.2 - Association. CEDAR ESTATES OWNERS ASSOCIATION, a non-profit corporation organized under Chapter 10.20 of the statutes of the State of Alaska. It is the Association of Lot Owners for Cedar Estates at Independence Park.

Section 1.3 - 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 1.4 - Common Element. Interest in real or personal property owned by the Association. In Cedar Estates, the only Common Elements are the screening fence along Jamestown Drive and the Association's easement for fence and landscaping maintenance reserved in Article IV.

Section 1.5 - Common Expenses. The expenses or financial liabilities for the operation of the Common Interest Community. These include:

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

(b) Expenses declared to be Common Expenses by the Documents;

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

(d) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements; or

(e) any other real or personal property acquired or held by the Association.

Section 1.6 - Common Interest Community. The real property subject to the Declaration for Cedar Estates at Independence Park.

Section 1.7 - Community Association. The Independence Park Community Association consisting of the member associations representing all of the properties which are subject to the Community Declaration.

Section 1.8 - Community Declaration. The Independence Park Community Declaration of Covenants, Conditions and Restrictions, as amended.

Section 1.9 - Declarant. A person or a group of persons acting in concert who, as part of a common promotional plan, offer to dispose of its interest in a Lot not previously disposed of, or who reserves or succeeds to a special declarant right; in this case, Jeffrey Thimsen and James McLin, or their successor.

Section 1.10 - Declaration. This document, including any amendments. It is also referred to as a "Member Declaration" as it relates to the "Community Declaration" of Independence Park.

Section 1.11 - Delegate to Community Association. A person appointed by the Executive Board to represent the Association at the meetings of the Independence Park Assembly of Delegates.

Section 1.12 - Director. A member of the Executive Board.

Section 1.13 - Documents. The Declaration and Plat which have been recorded and filed, the Bylaws, and the Rules, if any, as they may be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document.

Section 1.14 - Dwelling Unit. A structure or portion of a structure designated for separate occupancy by a single family; e.g., a detached single-family house is one Dwelling Unit; a duplex constructed for separate occupancy by two families contains two Dwelling Units.

Section 1.15 - Executive Board. The Board of Directors of the Association.

Section 1.16 - Improvements. Any construction, structure, fixture or facility existing or to be constructed on the land included in the Common Interest Community including, but not limited to, buildings, trees and shrubbery planted by the Association, paving, utility wires, pipes, and light poles.



Section 1.17 - Lot. A physical portion of the Common Interest Community designated for separate ownership; a Lot as shown on Plat No. 98-3.

Section 1.18 - Lot Owner. A Person, including the Declarant, who owns a Lot. Lot Owner does not include a Person having only a Security Interest in a Lot.

Section 1.19 - Majority or Majority of Lot Owners. The Owners of more than 50% of the votes in the Association.

Section 1.20 - Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 1.21 - Notice and Comment. The right of Lot Owners to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 19.1 of this Declaration.

Section 1.22 - Notice and Hearing. The right of Lot Owners to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 19.2 of this Declaration.

Section 1.23 - Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.24 - Plat. Plat No. 98-3, Anchorage Recording District, Third Judicial District, State of Alaska, as it may be amended, which created the Lots in Cedar Estates at Independence Park.

Section 1.25 - Property. The land and all Improvements, easements, rights and appurtenances which are subject to this Declaration.

Section 1.26 - Rules. Regulations for occupancy of the Lots and use of the Common Elements and for the conduct of persons within the Common Interest Community, adopted by the Executive Board pursuant to this Declaration or, within the Independence Park Community, adopted by the Community Association pursuant to the Community Declaration.

Section 1.27 - Security Interest. An interest in real estate or personal property, created by contract or conveyance,

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

Section 1.28 - Special Declarant Rights. The rights reserved for the benefit of a Declarant to (a) complete improvements indicated on plats and plans filed with the Declaration; (b) maintain sales offices, management offices, models and signs advertising the Common Interest Community; (c) use easements through the Common Elements for the purpose of making improvements within the Common Interest Community; or (d) appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control. Special Declarant Rights are described in Article VI.

## ARTICLE II - ASSOCIATIONS AND MEMBERSHIP

Section 2.1 - Association. The name of the Association of Lot Owners is CEDAR ESTATES OWNERS ASSOCIATION, a non-profit corporation organized under the laws of the State of Alaska. The Association is a member association within the Independence Park Community.

Section 2.2 - Membership in Association. Every Person who is a record owner of any Lot in Cedar Estates at Independence Park is a member of the Association. Membership and voting rights in the Association are appurtenant to, and inseparable from, ownership of the Lot.

Section 2.3 - Community Association. The Independence Park Community Association, Inc., a non-profit corporation organized under the laws of the State of Alaska to administer the Independence Park Community. The Community Association is the master association for the Independence Park Community and consists of the various member associations having jurisdiction over a portion of the Independence Park Community. Cedar Estates was required as a condition of plat approval by the Municipality of Anchorage to become a member of the Community Association. The Cedar Estates Owners Association is a member association of the Independence Park Community Association. Membership rights and responsibilities in the Community Association are as defined in the Community Association's Declaration.

**ARTICLE III - MAXIMUM NUMBER OF LOTS; LOT BOUNDARIES; DWELLING UNITS**

Section 3.1 - Maximum Number of Lots. The maximum number of Lots that may be created in Cedar Estates is fourteen (14).

Section 3.2 - Lot Boundaries. The Lot boundaries are the boundaries of the Lots shown on Plat No. 98-3, a simplified version of which is attached hereto as Exhibit 2.

Section 3.3 - Dwelling Units. As a condition of plat approval by the Municipality of Anchorage, no more than two Dwelling Units may be built on any lot, so a maximum of 28 Dwelling Units may be constructed in Cedar Estates.

**ARTICLE IV - GRANT OF EASEMENT AND CONVEYANCE OF FENCE AS COMMON ELEMENTS**

Declarant hereby grants to the Association a ten-foot wide easement for landscaping that is coextensive with the landscaping buffer along Jamestown Drive required by the Municipality of Anchorage as a condition of approval on Plat No. 98-3. Declarant also grants to the Association all of its interest in the 6-foot high screening fence located in the landscaping easement along Jamestown Drive.

**ARTICLE V - MAINTENANCE AND CONVEYANCE OR ENCUMBRANCE OF COMMON ELEMENTS**

Section 5.1 - Common Element Maintenance. The Association is responsible for maintenance of the landscaping and the fence in the landscaping easement. The Association may enter into an agreement with the Community Association for maintenance of the Common Elements by a written agreement approved by the Executive Board.

Section 5.2 - Conveyance or Encumbrance of Common Elements. The Association may, by majority vote of the Lot Owners, convey to the Community Association its interest in the landscaping easement and fence granted to the Association in this Declaration. If such a conveyance is made to the Community Association, the responsibility for maintenance of the fence and the landscaping shall transfer to the Community Association as a condition of the conveyance.

## ARTICLE VI - SPECIAL DECLARANT RIGHTS

Section 6.1 - Special Declarant Rights. Subject to the rights of the Community Association, the Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Common Interest Community:

(a) To maintain sales offices, management offices, models and signs advertising the Common Interest Community; and

(b) To appoint or remove any officer of the Association, or any Executive Board member during any period of Declarant control subject to the provisions of this Article.

Section 6.2 - Models, Sales Offices and Management Offices. As long as Declarant is a Lot Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Lot owned by the Declarant as a model unit, sales office or management office. Declarant may have no more than one (1) model unit and one (1) sales/ management office within the Common Interest Community at any time, although the specific location may change from time to time as lots are sold. A model unit or sales/management office may be no larger than a typical dwelling unit constructed for sale to the public. Declarant may delegate this authority to dealers who purchase lots for home development and resale.

Section 6.3 - Signs and Marketing. The Declarant reserves the right to post signs and displays on the Lots or Common Elements to promote sales of Lots or Dwelling Units, and to conduct general sales activities, in a manner that will not unreasonably disturb the rights of Lot Owners.

Section 6.4 - Construction: Declarant's Easement. The Declarant reserves the right to perform repair and construction work, and to store materials in secure areas on lots still in its ownership, and, further, reserves the right to control all such work or repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such 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.

Section 6.5 - 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 premises that has not ben represented as property of the Association. The Declarant reserves the right to remove from the

Property, promptly after the sale of the last Lot, any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 6.6 - Declarant Control of Association.

(a) Subject to Subsection 6.6(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 to Lot Owners other than the Declarant;

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

(iii) two (2) years after any right to add new Lots was last exercised; or,

(iv) five (5) years after the first Lot is conveyed to a Lot Owner other than the Declarant.

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 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 to Lot Owners other than the Declarant, not less than thirty-three and one-third percent (33 1/3%) of the members of the Executive Board must be elected by Lot Owners other than the Declarant.

(c) Not later than the termination of any period of Declarant control, the Lot Owners shall elect an Executive Board of at least three (3) members, 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.

(d) During the period of Declarant control, after notice, the Lot Owners, by a two-thirds (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 6.7 - Limitations on Special Declarant Rights.

Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant so long as the Declarant is obligated under any warranty or obligation, owns any Lots or any Security Interest on any Lots, or for ten (10) years after recording the original Declaration, whichever is sooner.

Section 6.8 - 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.

ARTICLE VII - INTEGRATION OF CEDAR ESTATES INTO THE INDEPENDENCE PARK COMMUNITY

Section 7.1 - Compatible Development. Cedar Estates will be developed and maintained in a manner compatible with the Independence Park Community Declaration of Covenants, Conditions and Restrictions.

Section 7.2 - Powers Delegated to Community Association. In addition to the powers delegated to the Community Association elsewhere in this Declaration, the following powers are delegated to the Independence Park Community Association:

(a) The power to enforce the provisions of the Cedar Estates Declaration, rules and regulations, if the Cedar Estates Owners Association should fail to do so, and the power to assess the Cedar Estates Owners Association therefor;

(b) the power to exercise the powers contained in Article III, Sections 2 and 3 of the Community Declaration, as they may be amended, within Cedar Estates; (these sections, as they exist at the date this Declaration is recorded, are attached hereto as Exhibit 3)

(c) the power to enforce the standards in Article IV, Sections 3 through 12, of the Community Declaration, as they may be amended, if the Cedar Estates Declaration, rules and regulations fail to provide substantially similar standards for regulation of the activities contained therein; (these sections,

as they exist at the date this Declaration is recorded, are attached hereto as Exhibit 4)

(d) the power to levy and collect assessments, pursuant to Article V of the Community Declaration, as it may be amended, against the Cedar Estates Owners Association, whether the assessment be allocated among some or all Member Associations for services rendered to some or all Member Associations; (Article V, as it exists at the date this Declaration is recorded, is attached hereto as Exhibit 5) and,

(e) the power to exercise architectural control pursuant to Article VIII of the Community Declaration, as it may be amended. (Article VIII of the Community Declaration, as it exists at the date this Declaration is recorded, is attached hereto as Exhibit 6)

Section 7.3 - Non-exclusivity of Delegations. The delegations contained herein are non-exclusive and are not intended to prevent the Cedar Estates Owners Association from enforcing the Declaration, rules and regulations of the Association and administering Cedar Estates pursuant to the provisions of the Declaration, the Bylaws, and any rules or regulations of the Association.

#### ARTICLE VIII - ALLOCATED INTERESTS

Section 8.1 - Allocation of Interests. At the time this Declaration is recorded, each Lot in Cedar Estates is assigned one vote in the Association and is responsible for 7.14% of the Common Expenses. The Table of Allocated Interests is attached hereto as Exhibit 1.

Section 8.2 - Responsibility for Per Dwelling Unit Assessment Levied by the Community Association. Each Lot in Cedar Estates may be developed with either one or two Dwelling Units. The Community Association levies a per Dwelling Unit assessment, rather than a per Lot assessment. The Lot Owner shall be responsible for the per Dwelling Unit assessment levied by the Association based on the number of Dwelling Units developed on the Lot.

Section 8.3 - Reallocation of Interests if Lots are Combined. If Lots are combined, the combined Lot shall have the total number of votes appurtenant to the original Lots and the total percentage liability for Common Expenses shall be the sum of the percentages of liability assigned to the original Lots.

ARTICLE IX - Restrictions on Use, Alienation and Occupancy

Section 9.1 - Use Restrictions. Subject to the Special Declarant Rights reserved under Article VI of this Declaration, each Lot is restricted to residential use for no more than two Dwelling Units. Home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage are permitted as accessory uses to the primary residential use. No sign indicating the home professional pursuit may be displayed on a Lot. A single Dwelling Unit is a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more than two (2) overnight occupants per bedroom. Each Dwelling Unit must have at least a one car attached garage and a minimum of twelve hundred (1200) square feet of living area, garage, patio and deck areas not included.

Section 9.2 - Occupancy Restrictions. Subject to the Special Declarant Rights reserved under Article VI of this Declaration, the following occupancy restrictions apply to the Lots and the Common Elements.

(a) Living in boats, trailers, motor homes, tents, shacks, or other temporary buildings of any design is expressly prohibited in Cedar Estates.

(b) Trailers or temporary structures for use incidental to the initial construction of a Dwelling Unit on a Lot may be maintained thereon, but shall be removed within one year from the date that the subground construction on a Dwelling Unit first begins or upon completion of the Dwelling Unit, whichever comes first.

(c) Outbuildings, including greenhouses, storage sheds, etc., must be in a style which is compatible with the architectural design of the Dwelling Unit to which it is accessory, as approved by the Executive Board. Outbuildings must be properly sided, painted, and roofed and may not exceed ten (10) feet in height or one hundred (100) square feet in area. In addition, no outbuilding may be constructed in any front yard or in any side yard.

(d) All Lot Owners shall maintain their Lots in a clean and well maintained condition. Trash, garbage, or other waste shall be disposed of only by depositing the same into designated trash containers. No lot shall be used or maintained as a dumping ground for rubbish. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.



There shall be no exterior fires whatsoever, except barbecue fires contained within proper receptacles.

(e) No inoperative vehicle shall be parked or left on any part of any Lot subject to this Declaration other than in a garage. No vehicle, boat, trailer, RV, airplane, or other mechanical object shall be stored outside of the garage, except on the paved driveway leading to the garage of the Dwelling Unit. The Executive Board, after Notice and Comment, may adopt rules further refining the regulation of parking and storage on driveways in order to preserve the overall appearance of Cedar Estates.

(f) Except for minor servicing of vehicles of the resident Lot Owner or tenant of a Lot Owner, there shall be no automotive repair conducted in the garages in Cedar Estates, and automotive repair or servicing on the driveways is entirely prohibited.

(g) Commercial vehicles larger than pickup trucks shall not be parked or stored within Cedar Estates, except that parking of vehicles for the purpose of immediate loading and unloading is permitted.

(h) After Hearing and Comment, the Executive Board may adopt rules not in conflict with federal communications law that regulate the size, location, and appearance of outside antennas and dishes in order to preserve the overall appearance of Cedar Estates.

(i) No animals, livestock, or poultry shall be kept on any lot except that domestic dogs, cats, fish and birds inside bird cages, may be kept as household pets provided they are not kept, bred, or raised therein for commercial purposes or in unreasonable quantities. No more than one (1) dog may be kept outside of a Dwelling Unit. One detached dog run per Dwelling unit may be permitted provided it is installed in a workmanlike manner and in a fashion approved by the Executive Board. A dog run may cover no more than one hundred fifty (150) square feet of area, and dog runs may not be constructed closer than ten (10) feet to any side property line nor closer than twenty (20) feet to any rear property line. No dog runs may be constructed in front yards.

(j) All front yards of Lots must be landscaped within twenty-four (24) months of the commencement of initial construction. This time may be extended only with the written approval of the Executive Board.

(k) Fences may be constructed on any Lot provided that they are built in a good workmanlike manner from wood. All fences

must be approved by the Executive Board and properly maintained as an attractive addition to the lot. No fence, hedge or shrub planting may interfere with the clear visibility triangle for traffic required by the municipality. Front yard fences shall not exceed thirty-six (36) inches in height. Side yard and rear yard fences shall not exceed six (6) feet in height. Fences constructed in side yards may not extend farther forward than the mid-point of the house. Lot Owners and tenants of Lot Owners shall not damage or remove the fence along Jamestown Drive that is the property of the Association and a Common Element.

(l) No signs of any kind shall be displayed to the public view on any lot, except one sign of not more than six (6) square feet advertising the property for sale. Signs used by a builder to advertise the property during the construction and sales period are exempt from this restriction, as is any permanent subdivision sign. All signs shall comply with municipal ordinances applicable to signs.

(m) No nuisances shall be permitted or created within Cedar Estates, nor shall any use be made or practice be maintained by any Lot Owner or tenant of a Lot Owner that shall interfere with the quiet enjoyment of their property by other Lot Owners and residents of Cedar Estates. The Executive Board, after Hearing and Comment, may further refine the definition of "nuisance" in the rules of the Association.

Section 9.3 - Restrictions on Alienation. Neither a Lot nor a Dwelling Unit may be conveyed pursuant to a time-sharing plan. A Lot or a Dwelling Unit may not be leased or rented for a term of less than thirty (30) days. All leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association. A copy of all leases and rental agreements shall be given to the Association. All leases of a Lot or Dwelling Unit shall include a provision that the tenant recognizes the Association as landlord, but solely for the purpose of the Association having power to enforce a violation of the provisions of the Documents against the tenant, provided that the Association first gives the Lot Owner notice of its intent to so enforce and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action.

## ARTICLE X - Additions, Alterations and Improvements

### Section 10.1 - Additions, Alterations and Improvements Require Executive Board Approval.

(a) Lot Owners and Dwelling Unit tenants may not make any structural addition, exterior structural alteration, or exterior

structural improvement in or to any part of the Common Interest Community without the prior written consent thereto of the Executive Board in accordance with Subsection (c) below.

(b) A Lot Owner may make any other improvements or alterations to his or her Lot not requiring approval under (a) above.

(c) A Lot Owner must submit a written request to the Executive Board for approval to do anything requiring approval under (a) above. The Executive Board shall answer any written request for such approval, within thirty (30) days after the request therefor. Failure to do so within such time shall not constitute a consent by the Executive Board to the proposed action. The approval of a written request may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by reason of reasonable dissatisfaction of the Board with the location of the proposed structure, the elevation, color scheme, finish, design, proportions, architecture, shape, height, style and appropriateness of the proposed structure or alteration, the material used therein, or because of its reasonable dissatisfaction with any or all other matters or things which in the reasonable judgment of the Board will render the proposed alteration or improvement inharmonious or out of keeping with the general plan of improvement of the Common Interest Community.

(d) Improvements erected or maintained upon the Lots, other than as approved by the Board, shall be deemed to have been undertaken without the approval of the Board as required by the Declaration. The approval of the Board of any plans or specifications submitted for approval as herein specified shall not be deemed to be a waiver by the Board of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications. No member of the Board shall be liable to any person for his or her decisions or failure to act in making decisions as a member of said Board. Upon approval of the Board, it shall be conclusively presumed that the location and height of any improvement does not violate the provisions of this Declaration.

(e) All additions, alterations and improvements to the Lots shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the Owners of any Lots other than those effecting the change.

Section 10.2 - Community Association Approval of Plans. The Community Association has its own Design Review Committee procedure with which Lot Owners must also comply when making structural additions, alterations and improvements.

#### ARTICLE XI - Relocation of Boundaries Between Adjoining Lots

Section 11.1 - Subdivision of Lots to Decrease Size Prohibited. Lots in Cedar Estates may not be subdivided to reduce their size. Owners of contiguous Lots may, however, combine or resubdivide their Lots with the consent of the Executive Board of the Association and with the consent of the Community Association, as long as no Lot resulting from the resubdivision is smaller than the smallest of the Lots from which the new Lots were created. All subdivision or resubdivision requires plat approval by the Municipality of Anchorage.

Section 11.2 - Amendment to Relocate Boundaries. When the Municipality of Anchorage has granted plat approval to a Lot Owner or Owners, the Owner or Owners shall complete and submit to the Association an application for amendment of the Declaration to reflect the changed lot configuration and the Allocated Interests appertaining to the new Lots. When the Association has a completed application, the Association shall prepare an amendment to the Declaration that identifies the Lots involved, states the reallocation of allocated interests and indicates the Association's consent. The amendment must be executed by the Lot Owners of the Lots whose boundaries are being relocated and must contain words of conveyance between them. The holders of all Security Interests in the affected Lots shall also execute the amendment. As part of the amendment, the Association shall prepare an amended Table of Allocated Interests (Exhibit 1), an amended Plat (Exhibit 2). No relocation of boundaries is effective until the Amendment is recorded.

Section 11.3 - Costs Borne By Applicants. Unit Owners applying to relocate Lot boundaries are responsible for all costs for preparation and recordation of the amendment by the Association. The Association may require prepayment of these costs before the amendment is recorded.

Section 11.4 - Community Association Approval. Amendments to relocate Lot boundaries must also be approved by the Community Association, as indicated by the Association's consent on the Amendment.

## ARTICLE XII - Amendments to Declaration

Section 12.1 - General. Except as otherwise provided by law or elsewhere in this Declaration, this Declaration, may be amended only by vote or agreement of Owners of Lots to which at least sixty-seven (67%) of the votes in the Association are allocated.

Section 12.2 - Execution of Amendments. An amendment to the Declaration must be executed and recorded on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of such designation, by the President of the Association.

Section 12.3 - Approval by Community Association. An amendment to the Declaration must also be approved by the Community Association and executed by the appropriate officers of the Community Association.

Section 12.4 - Recordation of Amendments. Each amendment to the Declaration must be recorded in the Anchorage Recording District. The amendment is effective only upon recording.

Section 12.5 - Special Declarant Rights. Provisions in the Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 12.6 - 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.

## ARTICLE XIII - Amendments to Bylaws

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

## ARTICLE XIV - Termination

Termination of the Common Interest Community may be accomplished only by the procedures specified in Section 34.08.260 of the Uniform Common Interest Ownership Act, which section is adopted herein by reference. Termination of the Common Interest Community must be approved by the Community Association and any documents to be executed in accordance with Section 34.08.260 must also be executed by the Community Association.

ARTICLE XV - Assessment and Collection of Common Expenses

Section 15.1 - Apportionment of Common Expenses. Except as provided in Section 15.2, all Common Expenses shall be assessed against all Lots in accordance with their percentage interest in the Common Expenses as shown on Exhibit 1 to this Declaration.

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

(a) Any Common Expense for services provided by the Association to an individual Lot, either required by the Declaration or provided at the request of the Lot Owner, shall be assessed against the Lot which benefits from such service.

(b) Any insurance premium increase attributable to a particular Lot by virtue of activities in or construction on the Lot shall be assessed against that Lot.

(c) 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.

(d) If a Common Expense is caused by the misconduct of a Lot Owner, the Association may assess that expense exclusively against the Lot.

(e) Fees, charges, late charges, fines, collection costs and interest charged against the Lot Owner pursuant to the Documents are enforceable as Common Expense assessments.

Section 15.3 - Lien.

(a) The Association has a lien on a Lot for an assessment levied against the Lot or fines imposed against the Lot Owner from the time the assessment or fine becomes due. Fees, charges, late charges, collection costs, including reasonable attorney's fees, fines and interest charged pursuant to any of the Association's Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) A lien under this Section is prior to all other liens and encumbrances on a Lot except: (1) a lien and encumbrance recorded before the recordation of the original Declaration described above in the introductory paragraph of this Document; (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 Subdivision (2) of this Subsection if the common expense assessment based on the periodic budget adopted by the Association, pursuant to Section 15.4 of this Article, would have become due in the absence of acceleration during the six (6) months immediately preceding the institution of an action to enforce the Association's lien. This does not affect the priority of mechanic's or materialmen's liens, nor 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 an Lot Owner subject to a lien under this Section files a petition for relief under the US Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under §362 of the US Bankruptcy Code is lifted.

(e) This Section does not prohibit an action to recover sums for which the Association has a lien; nor does it prohibit the Association from taking a deed in lieu of foreclosure.

(f) When the Association acquires a judgment or decree in any action brought under this Section, such judgment or decree shall include an award to the Association for actual collection costs and reasonable attorney's fees.

(g) A judgment or decree in an action brought under this Section is enforceable by execution under AS 09.35.010, as it may be amended from time to time.

(h) The Association's lien must be foreclosed as a lien is foreclosed under AS 34.35.005, as it may be amended from time to time.

(i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Lot Owner to collect all sums alleged

to be due from that Lot Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 15.4.

(j) The purchaser at a foreclosure sale initiated by the holder of a Security Interest in a Lot is not liable for any unpaid assessments against the Lot which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 15.3(b), above. Any unpaid assessments not satisfied from the proceeds of sale become common expenses for which all the Lot Owners, including the purchaser, may be assessed. For the purposes of this paragraph, "the purchaser" shall include, but not be limited to, any holder of a Security Interest in a Lot which obtains title to a Lot.

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

(l) The Association may acquire, hold, lease, mortgage and convey a Lot foreclosed upon pursuant to this Section for unpaid assessments.

(m) A lien under this Section shall not be affected by any sale or transfer of a Lot except as provided in Subsection (j), above.

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

Section 15.5 - Non-Budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 15.2, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Board of Directors shall submit such common expenses to the Lot Owners for their consideration and comment in the same manner as a budget under Section 15.4, above; provided, however, that such assessment can



be considered at a special meeting as long as the notice required for annual meetings is provided to the Lot Owners.

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

Section 15.7 - Monthly Payment of Common Expenses. All common expenses assessed under this Article shall be due and payable monthly.

Section 15.8 - Acceleration of Common Expense Assessments. In the event of a default for a period of ten (10) days by any Lot Owner in the payment of any common expense assessment levied against his or her Lot, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable. The holder of a first Security Interest in a Lot which has acquired title to any Lot as a result of a foreclosure of its Security Interest shall be exempt from the application of this Subsection.

Section 15.9 - Commencement of Common Expense Assessments. Common Expense assessments shall begin on the date declared by the Executive Board.

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

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

Section 15.12 - Reserves. As part of the adoption of the regular budget pursuant to Section 15.4, the Executive Board shall include an amount which, in its reasonable business judgment, will establish and maintain an adequate reserve fund for the replacement of improvements to the Common Elements, based upon the element's age, remaining life and estimated replacement cost.

Section 15.13 - Budget Limitation. The annual average Common Expense liability of any Lot, exclusive of optional user fees and any insurance premiums paid by the Association, may not exceed \$100, as adjusted under AS 34.08.820.

#### ARTICLE XVI - Right to Assign Future Income

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

#### ARTICLE XVII - Persons and Units Subject to Documents

Section 17.1 - Compliance with Documents. All Lot Owners, tenants, mortgagees and occupants of Lots or Dwelling Units 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 or Dwelling Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Lot Owner, tenant, mortgagee or occupant, and all such provisions recorded in the records of the Anchorage Recording District, Third Judicial District, State of Alaska, are covenants running with the land and shall bind any Persons having at any time any interest in such Lot.

Section 17.2 - Adoption of Rules. After Notice and Comment, the Executive Board may adopt Rules regarding the use of the Common Elements, and the use and occupancy of Lots and Dwelling Units, and the activities of occupants as they affect the Common Elements.

#### ARTICLE XVIII - Insurance

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

#### Section 18.2 - Property Insurance.

(a) Unless, responsibility for the screening fence and

landscaping along Jamestown Drive is transferred to the Community Association, property insurance shall be maintained on it, along with any other personal property owned by the Association. Selecting the deductible and allocation of responsibility for payment 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 as follows:

"CEDAR ESTATES OWNERS ASSOCIATION"

Section 18.3 - Liability Insurance. Unless, responsibility for the screening fence and landscaping easement along Jamestown Drive is transferred to the Community Association, 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 the interest of the Lot Owner in the Common Elements or 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; and

(e) The insurer issuing the policy may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the

Association, each Lot Owner, and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known address.

Section 18.4 - Fidelity Bonds. A blanket fidelity bond is required for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three (3) months' assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days' written notice to the Association, to each holder of a Security Interest in a Lot, to each servicer that services a FNMA-owned, VA-owned, FHLMC-owned, or AHFC-owned mortgage on a Lot and to the insurance trustee, if any, before the bond can be canceled or substantially modified for any reason.

Section 18.5 - Lot Owner and Dwelling Unit Tenant Policies. An insurance policy issued to the Association does not prevent a Lot Owner or Dwelling Unit tenant from obtaining insurance for his or her own benefit.

Section 18.6 - Workers' Compensation Insurance. The Executive Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Alaska.

Section 18.7 - Directors' and Officers' Liability Insurance. The Executive Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

Section 18.8 - Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association and/or the Lot Owners.

Section 18.9 - Premiums. Insurance premiums shall be a Common Expense.

## ARTICLE XIX - Rights to Notice and Comment; Notice and Hearing

Section 19.1 - Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the Documents require that an action to be taken after "Notice and Comment", and at any other time the Executive Board determines, the Lot Owners have the right to notice of the proposed action

and the right to comment orally or in writing. Notice of the proposed action shall be given to each Lot Owner in writing and shall be delivered personally or by mail to all Lot Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Lot Owners. The notice shall be given not less than ten (10) days before the proposed action is to be taken. It shall invite comment to the Executive Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Lot Owner to be heard at a formally constituted meeting.

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

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

## ARTICLE XX - Executive Board

Section 20.1 - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws or the Articles of Incorporation. The Executive Board shall have, subject to the limitations contained in this 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 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 5.2 of the Declaration;
- (k) Grant easements for any period of time, including permanent easements, and leases, licenses and concessions for no more than one (1) year, 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 this Declaration, Bylaws, Rules and regulations of the Association;

(n) Impose a reasonable charge for the preparation and recordation of amendments to this 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 this Declaration or the Bylaws;

(r) Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;

(s) Exercise any other power necessary and proper for the governance and operation of the Association; and

(t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Lot Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Lot Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

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

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

Section 20.4 - Inspection of Books. The Association must maintain current copies of the Declaration, Bylaws, Rules, books, records and financial statements. The Association shall permit

any Lot Owner to inspect the books and records of the Association during normal business hours.

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

#### ARTICLE XXI - Open Meetings

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

Section 21.2 - Notice. Notice of every such meeting will be given not less than twenty-four (24) hours prior to the time set for such meeting by posting a notice in a conspicuous place within the Project except that such notice will not be required if an emergency situation requires that the meeting be held without delay.

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

#### ARTICLE XXII - Miscellaneous

Section 22.1 - 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 nor the intent of any provision thereof.

Section 22.2 - Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural and vice versa, whenever the context of the Documents so require.

Section 22.3 - 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 22.4 - 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 22.5 - Conflict. The Documents are intended to comply with the requirements of the Alaska Nonprofit Corporations Act, and with the Uniform Common Interest Ownership Act, to the extent that the requirements of AS 34.08.030 are met. In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

Section 22.6 - Rights of Action. The Association and any aggrieved Lot Owner shall have a right of action against Lot Owners for failure to comply with the provisions of the Documents, or with decisions of the Association which are made pursuant to the Documents. Lot Owners shall also have such rights of action against the Association.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 6 day of Aug., 1997.

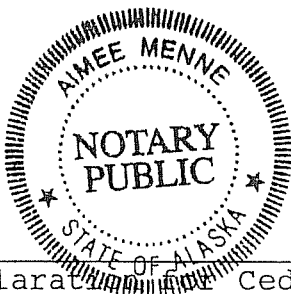
DECLARANT: Jeffrey Thimsen




STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 6 day of Aug., 1997, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **JEFFREY THIMSEN**, known to me to be the individual who executed the foregoing document and he acknowledged to me that he executed the foregoing document as his free and voluntary act and deed for the uses and purposes therein set forth.

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



  
Notary Public in and for Alaska  
My Commission Expires: 10-4-2000

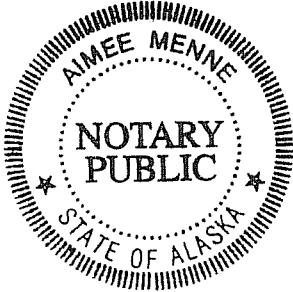
DECLARANT: James McLin

James T McLin

STATE OF ALASKA                    )  
   ) ss.  
 THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this 6 day of Aug, 1997, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **JAMES McLIN** known to me to be the individual who executed the foregoing document and he acknowledged to me that he executed the foregoing document as his free and voluntary act and deed for the uses and purposes therein set forth.

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



A. Menne  
 Notary Public in and for Alaska  
 My Commission Expires: 10-4-2000

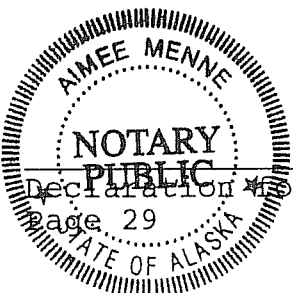
## MORTGAGEE CONSENT

By: Jim McCormack  
**Jim McCormack, Vice President**  
**NATIONAL BANK OF ALASKA**

STATE OF ALASKA                    )  
   ) ss:  
 THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this 6 day of August, 1997, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Jim McCORMACK**, known to me and to me known to be a Vice President of the **NATIONAL BANK OF ALASKA**, and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of **NATIONAL BANK OF ALASKA** for the uses and purposes therein set forth.

WITNESS MY HAND and notarial seal the day and year first hereinabove written.



A. Menne  
 NOTARY PUBLIC IN AND FOR ALASKA  
 My Commission Expires: 10-4-2000

Declaration for Cedar Estates at Independence Park

APPROVED: INDEPENDENCE PARK  
COMMUNITY ASSOCIATION

By: Anita Bates  
Anita Bates, Vice President

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 18<sup>th</sup> day of August, 1997, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **ANITA BATES**, to me known and known to me to be the Vice President of **INDEPENDENCE PARK COMMUNITY ASSOCIATION**, and known to me to be the person who signed the foregoing instrument on behalf of said association, and he/she acknowledged to me that he/she signed the same as a free act and deed of the said association for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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

Carol A. Milkman

Notary Public in and for Alaska  
My commission expires: August 17, 1999

APPROVED: INDEPENDENCE PARK  
COMMUNITY ASSOCIATION


By: Shirley Gruber  
Shirley Gruber  
Secretary/Treasurer

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 02 day of August, 1997, before me, the undersigned Notary Public in and for the State of

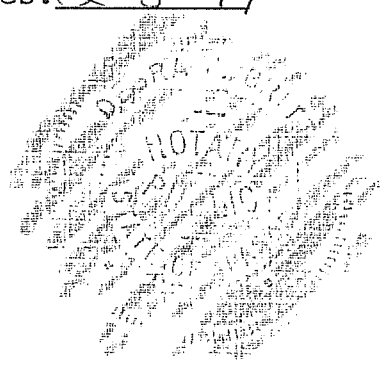
Alaska, duly commissioned and sworn, personally appeared **SHIRLEY GRUBER**, to me known and known to me to be the Secretary/Treasurer of **INDEPENDENCE PARK COMMUNITY ASSOCIATION**, and known to me to be the person who signed the foregoing instrument on behalf of said association, and he/she acknowledged to me that he/she signed the same as a free act and deed of the said association for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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

  
Notary Public in and for Alaska  
My commission expires: 2-8-99

AFTER RECORDING RETURN TO:

McNall & Associates, P.C.  
921 W. 6th Avenue, Suite 100  
Anchorage, AK 99501-2044



DECLARATION  
FOR  
CEDAR ESTATES AT INDEPENDENCE PARK

Exhibit 1

TABLE OF ALLOCATED INTERESTS

<u>Lot number</u>	<u>Percentage Liability for Common Expenses*</u>	<u>Votes in Association</u>
1	7.14%	1
2	7.14%	1
3	7.14%	1
4	7.14%	1
5	7.14%	1
6	7.14%	1
7	7.14%	1
8	7.14%	1
9	7.14%	1
10	7.14%	1
11	7.14%	1
12	7.14%	1
13	7.14%	1
14	7.14%	1

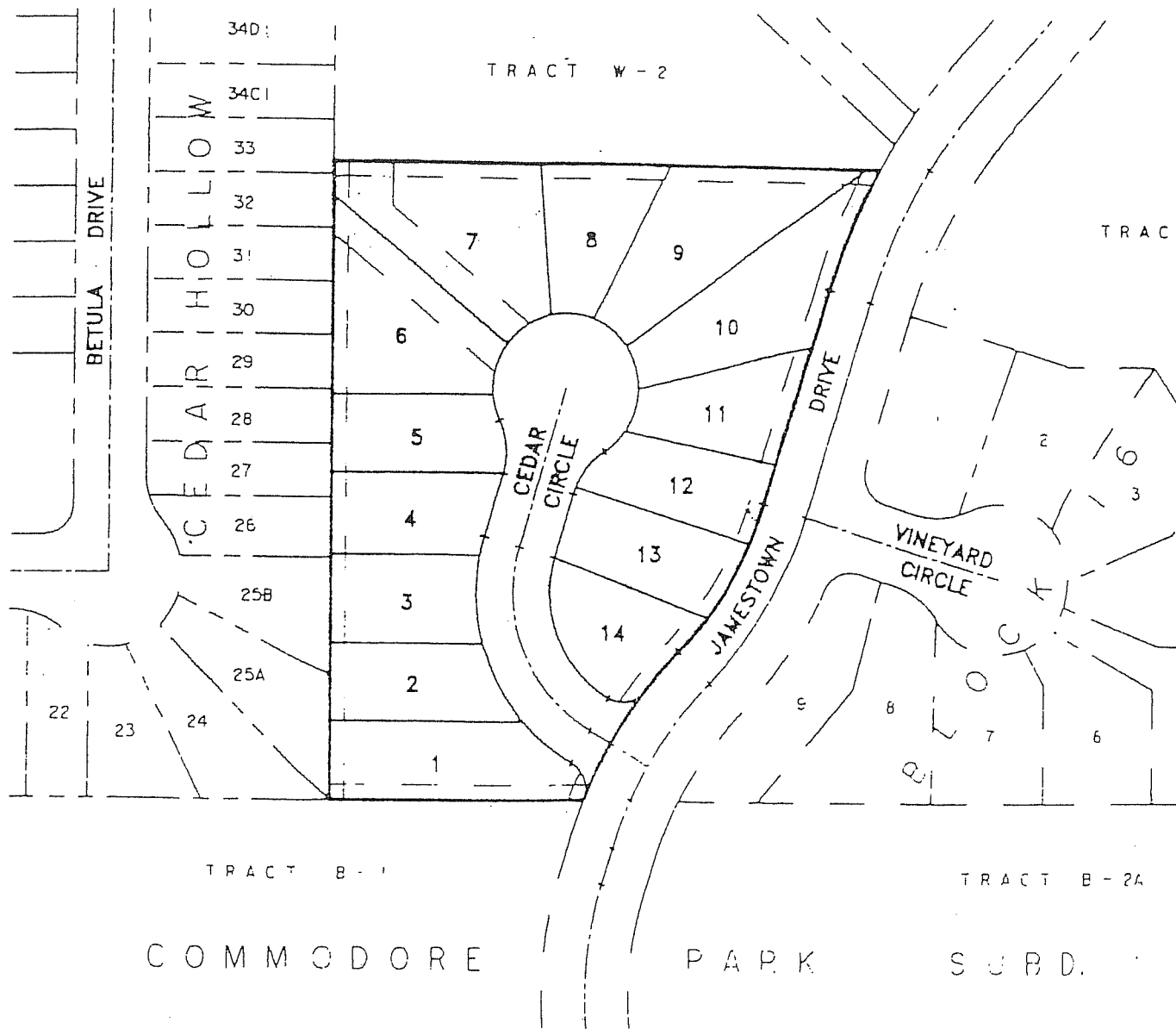
\* The Independence Park Community Association levies a "per Dwelling Unit" assessment that is in addition to the assessment levied by the Cedar Estates Owners Association. Lots in Cedar Estates may be developed with either one or two Dwelling Units but are not developed with any Dwelling Units at the time this Declaration is being recorded. The percentage of Common Expense liability is equally split among the Lot Owners, except for any unusual services rendered to fewer than all Lots. The per Dwelling Unit assessment levied by the Community Association will be collected by the Cedar Estates Owners Association according to the number of Dwelling Units actually constructed on each Lot.

For example, if the Cedar Estates monthly assessment is \$15, there is only one Dwelling Unit on the Lot, and the Community Association's assessment is \$6 per Dwelling Unit, the Lot Owner will be billed \$21. If there are two Dwelling Units on the Lot, the Lot Owner will be billed \$27.

DECLARATION  
FOR  
CEDAR ESTATES AT INDEPENDENCE PARK

Exhibit 2

SIMPLIFIED PLAT



DECLARATION  
FOR  
CEDAR ESTATES AT INDEPENDENCE PARK

Exhibit 3

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ARTICLE III  
The Community Association

2. Duties and Powers. The duties and powers of the Community Association are those set forth in this Community Declaration, the Articles of Incorporation and the Bylaws, together with those reasonably implied to effect the purposes of the Community Association and this Community Declaration.

(a) General Powers of the Community Association. The Community Association shall have all of the powers set forth in its Articles of Incorporation, together with its general powers as a nonprofit corporation, generally to do any and all things that a corporation organized under the laws of the State of Alaska may lawfully do in operating for the benefit of its members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, Bylaws and in this Community Declaration and to do any and all acts which may be necessary or proper for, or incidental to the exercise of any of the express powers of the Community Association or for the health, safety and general welfare of the Member Associations.

(b) Special Powers of Community Association. Without in any way limiting the generality of the foregoing, in the event that the Community Association determines that an improvement on the property of a Member Association or of an owner is in need of repair, restoration or painting, or that an improvement is in existence without proper approval of the Design Review Committee, or that there is a violation of any provisions of this Community Declaration or the respective Member Declaration, then the Community Association may give written notice to the responsible Member Association of the condition or violation complained of, and unless such condition or violation is remedied or the Executive Committee or Design Review Committee has approved in writing corrective plans proposed by such Member Association to remedy the condition complained of within such period of time, after it has given written notice as may be determined reasonable by the Executive Committee, and such corrective work so approved is not completed thereafter within the time allotted, the Community Association shall have the right to undertake to remedy such condition or violation complained of and the cost thereof shall be charged to such Member Association and its property. Such cost shall be deemed to be a Community Member Assessment and subject to levy, enforcement and collection by the Community Association in accordance with the assessment lien procedure provided for in this Community Declaration. In addition, the Community Association shall be entitled to maintain any action for damages or injunctive relief, or both, against any Member Association that fails to abide by any of the terms and conditions of this Community Declaration, the Bylaws of the Community Association, or the rules and regulations of the Community Association.



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(c) Arbitrator Powers of Community Association. The Community Association shall be the final arbitrator of any disputes of any nature whatsoever between Member Associations or between a Neighborhood Association and an Apartment Complex Owner or Commercial Unit Owner, if any. The Executive Committee shall develop appropriate regulations and procedures governing the settlement of all such disputes including the time and manner of proceeding. All decisions of the Executive Committee (or arbitration panel established by the Executive Committee) concerning such disputes shall be the final decision and subject to enforcement in courts in the State of Alaska pursuant to the Uniform Arbitration Act as adopted by the State of Alaska. Each party to such arbitration may be assessed the appropriate costs for the arbitration proceedings, which costs may include a reasonable payment to the members serving as arbitrators in such dispute.

(d) Miscellaneous Duties and Powers. The Community Association shall have the right to install and construct capital improvements on any of the Community Common Areas. The Community Association may at any time and from time to time reconstruct, replace or refinish any improvement or portion thereof upon the Community Common Areas in accordance with the original design, finish or standard of construction of such improvement; replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Community Common Areas. The Community Association may delegate any or all of the powers contained in the Community Declaration to any management agent as described in Article XV, Paragraph 6, and the Community Association may employ personnel necessary for the effective operation and maintenance of the Community Common Areas of any type described herein, and retain legal, accounting and other consulting services as they deem necessary.

(e) Additional Powers in Bylaws. In addition to those powers as listed in this Community Declaration, the Executive Committee shall adopt Bylaws of the Community Association within thirty (30) days after the formation of the Community Association. The Bylaws may be amended by a majority of the Assembly of Delegates. The Bylaws may provide the rules and regulations for the use, occupancy and management of the property not inconsistent with this Community Declaration, nor inconsistent with the provisions of the Horizontal Property Regimes Act of Alaska as it relates to Member Associations subject thereto.

3. Rights of Entry. The Community Association shall have a limited right of entry in and upon all Special Common and Limited Common Areas of Member Associations, all community property including all fee simple estates as set forth below, and the exterior of all units for the purpose of taking whatever action is deemed necessary or proper by the Community Association. Nothing in this Article shall in any manner limit the right of an owner to exclusive control over his property; provided, however, that an owner shall permit a right of entry to the Community Association, or any other person authorized by the Community Association, in case of any emergency originating in or threatening his property, whether the owner is present or not. An owner shall permit the Community Association or its representatives to enter his property for the purpose of performing installation, alterations, maintenance, or repairs authorized by the Executive Committee provided that requests for entry are made in advance and that such entry is at a time convenient to the owner whose property is to be entered. Any person who enters such property for such purposes shall be liable for any damage incurred to such property. In case of an emergency, such right of entry shall be immediate.

DECLARATION  
FOR  
CEDAR ESTATES AT INDEPENDENCE PARK

Exhibit 4

BOOK 728

PAGE 0122

Article IV  
Property Rights and Regulations

BOOK 728

PAGE 0123

3. Nuisance. No noxious or offensive activities (including but not limited to the repair of automobiles) shall be carried on upon the property. No horns, whistles, bells or other sound devices audible outside a unit, except security devices used exclusively to protect the security of the unit and its contents, shall be placed or used in any such unit. No loud noises shall be permitted on the property, and the Executive Committee shall have the right to determine if any noise or activity producing noise constitutes a nuisance. No unit owner shall permit or cause anything to be done or kept upon the

BOOK 728

PAGE 0124

property which will increase the rate of insurance thereon or which will obstruct or interfere with the rights of other unit owners, nor will he commit or permit any nuisance on the premises, or commit any illegal act thereon. Each unit owner shall comply with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to the occupancy and use of the unit.

4. Signs. The Community Association may at any time, place and maintain upon the Community Common Areas such signs as the Community Association may deem necessary for the identification, regulation, or use of the Community Common Areas for the health, safety and general welfare of the owners. The Executive Committee may summarily cause all unauthorized signs to be removed and destroyed. This section shall not apply to any signs used by Declarant or its agents in connection with original construction and sale within the property.

5. Hold Harmless and Indemnification. Each owner shall be liable to the Community Association for any damage to the General Common Areas or any equipment thereof which may be sustained by the reason of the negligence of said owner or of his guests or invitees, to the extent that any such damage shall not be covered by insurance.

6. Outside Installation. No outside radio pole or clothesline shall be constructed, erected or maintained on the property. No outside television antenna, wiring or installation or air conditioning or other machines shall be installed on the exterior of a building of the project or be allowed to protrude through the walls or roof of the building and no basketball backboards or fixed sports apparatus shall be allowed on the Property except in accordance with standards set by the Design Review Committee.

7. View Obstruction. No vegetation or other obstruction shall be planted or maintained in a location or of such height as to unreasonably obstruct the view from any unit in the vicinity thereof. In the event of a dispute between owners of units as to the obstruction of a view from a unit, such dispute shall be submitted to the obstructing owners' Board of Directors whose decision in accordance with standards set by the Design Review Committee shall be binding.

8. Business or Commercial Activity. Permitted business or commercial activity within the General Common Area shall be subject to the approval of the Executive Committee.

9. Temporary Structure. No temporary structure, boat, truck, trailer, camper or recreation vehicle of any kind shall be used as a living area while located on the Property.

10. Rubbish Removal. Trash, garbage, or other waste shall be disposed of only by depositing same into designated trash facilities. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefor.

11. Pet Regulations. Pets belonging to an owner, members of his family, guests, licensees, or invitees must, at all times while upon any General Common Area, be either kept on a leash being held by a person capable of controlling the animal, or otherwise under the direct control of such a person. Should any pet belonging to a unit owner or otherwise be found unattended or not being controlled as stated above, such pet may be removed by the Executive Committee or any person designated by them to a pound under the jurisdiction of the local municipality. Furthermore, any unit owner shall be absolutely liable to each and all remaining owners, their families, guests and invitees, for any damage to person or property caused by any pet brought or kept upon the Property by an owner, members of his family, guests, licensees, or invitees. Each owner of a pet shall be responsible for clean-up and removal from the Property of such

pet's excrement. The failure to comply with this section shall subject the violating unit owners' Member Association to a fine in an amount determined by the Executive Committee.

12. Vehicle Parking and Storage. No wrecked, inoperative, vandalized, or otherwise derelict appearing automobiles (as determined by the Executive Committee), and no trucks, trailers, mobile homes, truck campers, detached camper units, boats and commercial vehicles or other recreational vehicles shall be kept, placed, stored or maintained upon any Lot, Limited Common Area, street, Special Common Area, or Community Common Area, except within an enclosed garage or in designated recreational vehicle storage areas, unless specifically authorized by the Executive Committee. All allocation of parking spaces on Community Common Areas for recreational vehicles shall be made by the Executive Committee, whose decision shall be final. Commercial vehicles engaged in the delivery or pick-up of goods or services shall be exempted from the provisions of this paragraph providing that they do not remain within the Property in excess of the reasonable period of time required to perform such commercial function. In the event any owner, owner's invitee, guest or tenant shall in any respect violate any of the terms and conditions of vehicle parking contained herein, the Association may, subject to applicable Municipal Ordinances and State Statutes, upon twenty-four (24) hours posted notice upon said vehicle, cause said vehicle to be impounded or removed, either commercially or by the Association, at the owner's expense. If the Association itself should undertake such impoundment or removal, the chargeable cost of same may include reasonable impoundment, towing, and storage fees. All such impoundment, towing, and storage fees, including the cost to the Association to enforce same, and reasonable costs and attorney fees, shall be declared as a storage lien against said vehicle. Thereafter, the Association shall give notice to the affected owner, if any, and shall exercise reasonable diligence to give notice to the owner of said vehicle (if a different person and if such owner may be located), that in the event the owner of said vehicle shall fail to pay said charges, that said vehicle shall be sold to recover such fees pursuant to the laws of the State of Alaska.

DECLARATION  
FOR  
CEDAR ESTATES AT INDEPENDENCE PARK

Exhibit 5

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ARTICLE V  
Assessments

1. Levy and Payment. Each Member Association shall pay all Community Common Assessments and all applicable Special Assessments imposed against such Member Association by the Community Association. The Neighborhood Associations and the Independence Park Apartment Owners Association, based upon a pro-rata share of the units contained within such Associations, shall pay 100% of the total of all Community Common Expenses. The Independence Park Commercial Association, if subjected to this Declaration, shall pay a percentage to be determined by the Assembly of Delegates upon the inclusion of that association. The Community Association may levy Community Special Assessments against a Member Association as provided by this Declaration. All such assessments, together with late charges, interest, costs, and reasonable attorney's fees, shall be the obligation of the respective Member Association and cannot be avoided by an offer to waive use of the Community Common Areas or otherwise. The assessments levied by the Community Association shall be used exclusively to promote the health, safety and general welfare of the owners, residents, and authorized users of the Property and for the improvement, operation, replacement and maintenance of the Property.

The Assembly of Delegates shall estimate the total Community Common Expenses for the ensuing year, calculate the charges to be assessed against each Member Association, and send, not later than ninety (90) days prior to the beginning of each fiscal year, written notice of the Annual Common Assessments to every Member Association thereon. Each Member Association shall thereafter pay to the Community Association its assessment in installments

BOOK 728

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as established by the Assembly of Delegates. In the event the Assembly of Delegates shall subsequently determine that the total assessed charges for the then current year are, or will become, inadequate to meet all Community Common Expenses for any reason, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the total Community Common Expenses for the year and the additional charges to be assessed against each Member Association.

Each Member Association (not the Declarant) shall pay to the Community Association a sum equal to two (2) months projected Community Common Assessments for that Association, which shall be used by the Community Association as an operating reserve fund.

In no event shall the Declarant and Developer or either of them be obligated to pay any assessments of any nature whatsoever to the Community Association by reason of Class C Membership in the Community Association. However, the developer will maintain all common areas not included in the community association prior to the time that the common areas are deeded to the community association and declared to be a part of the Community Association. The developer shall nevertheless, pay a reasonable portion of the community common assessments which shall be assessed in good faith by the Assembly of Delegates and agreed in good faith by the developer. Since it is not practical to define that responsibility, developer shall exercise its good faith in participation in the payment of said common assessments; however, anything to the contrary notwithstanding, the developer shall pay not less than Seventy (70) percent of the community common assessment on that portion of the common areas not deeded to the community association. Any dispute to the payments of said assessments will be settled by arbitration according to the commercial rules of the American Arbitration Association.

2. Delinquencies. Any payment of any nature whatsoever due the Community Association by a Member Association shall be deemed to be delinquent if not received by the Community Association fifteen (15) days after said payment is due. There shall accrue with each delinquent assessment, a late charge in accordance with a schedule of late charge fees as determined by the Executive Committee. Any payment not received thirty (30) days after said payment is due shall be in default and entitle the Community Association to take any legal remedy which it may have available against the Member Association as set forth in the Bylaws, this Declaration or by Alaska law.

The Community Association may cause to be recorded in the Office of the Recorder, Anchorage Recording District, a notice of any sums in default due to the Community Association. Such notice shall state the amount of such sums due and other authorized charges and interest, collection expenses in connection with the sums due, reasonable attorneys' fees, a sufficient description of the Member Association against which the same has been assessed, and the name and address of the Member Association and the Community Association. Such notice shall be signed by an authorized representative of the Community Association. Upon payment to the Community Association of all then currently due sums and charges in connection therewith, or other satisfaction thereof, the Community Association shall cause to be recorded a further notice stating the satisfaction and release of such claim. The Community Association may demand and receive the cost of recordation of such release before recording the same.

In the event of default in the payment of any assessment, the Community Association may notify known owners of units within the Member Association and/or any persons and firms holding a mortgage or deed of trust on such units.

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PAGE 0945

3. Liens; Enforcement. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on the respective Member Association prior and superior to all other liens except all mortgages of record, taxes, bonds, assessments and other liens which, by law, would be superior thereto. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same, and this provision or any institution of suit to recover a money judgment shall not constitute an election of remedies. Any recovery resulting from a suit in law or equity initiated pursuant to this section may include reasonable attorneys' fees as fixed by the court.

DECLARATION  
FOR  
CEDAR ESTATES AT INDEPENDENCE PARK

Exhibit 6

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ARTICLE VIII  
Architectural Provisions

1. Community Aesthetics. In order to maintain the architectural aesthetics and continuity of the Community, no improvements shall be constructed, erected, placed, altered, maintained or permitted on any portion of the Property, nor shall any construction or excavation whatsoever be commenced or materials, equipment or construction vehicles be placed on any portion of the Property, until plans and specifications with respect thereto in manner and form designated by the Design Review Committee showing the proposed improvements, plat layout, and all exterior elevations, materials and colors, landscaping, grading, easements and utilities, and such other information as may be designated by said Committee have been submitted to and approved in writing by the appropriate Member Association's Board of Directors in accordance with the provisions contained within its Declaration. Such decisions are subject to appeal to, and to review by, the Design Review Committee. However, submissions for the initial construction of units and for improvements involving any Community Common Areas shall be made directly to the Design Review Committee. Such plans and specifications shall be submitted in writing over the signature of the Owner or the Owner's authorized agent. The Design Review Committee shall have the right to charge persons submitting such plans a reasonable fee for reviewing each application or appeal of their plans.

2. Design Review Committee. There is hereby established a Design Review Committee consisting of three (3) members appointed by the Assembly of Delegates. The members of the Design Review Committee shall serve at the pleasure of the Assembly of Delegates. If the Design Review Committee fails either to approve or to disapprove plans and specifications submitted for approval (including resubmission of disapproved plans and specifications which have been revised) within thirty (30) days after the same have been submitted to it (provided that all required information has been submitted), it shall be conclusively presumed that said plans and specifications have been approved subject, however, to the restrictions contained in the then current Design Criteria. The Design Review Committee shall notify the Owner in writing upon receipt of all required plans and specifications and the aforesaid 30-day period shall commence on the date of such notification. The vote of a majority of the members shall constitute the action of the Design Review Committee.

3. Standards for Approval. Approval shall be based upon the Design Criteria as approved by and as from time to time amended by the Design Review Committee and, among other things, on conformity and harmony with neighboring structures, relation of the proposed improvements to the natural topography, grade and finished ground elevation of the structure to that of neighboring structures and natural features of the Property, and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. The Design Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

4. Non-Liability. Neither the Design Review Committee nor the Community Association shall be liable for damages to anyone submitting plans to them for approval, or to any Owner affected by this Community Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with

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the approval or disapproval or failure to approve any such plans and specifications. Every Owner or other person who submits plans to the Design Review Committee for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the Design Review Committee or Community Association to recover any such damages. Approval by the Design Review Committee shall not be deemed to constitute compliance with the requirements of any local building codes, and it shall be the responsibility of the Owner or other person submitting plans to the Design Review Committee to comply therewith.

003525cc

ANCHORAGE REC. 153  
DISTRICT

REQUESTED BY

*Independence Park  
Community Association*'98 JAN 23 <sup>for</sup> AM 10 02

In the Anchorage Recording District

FIRST AMENDMENT TO THE

DECLARATION

FOR

CEDAR ESTATES AT INDEPENDENCE PARK

PREAMBLE

This amendment, made by the Cedar Estates Owners Association and the owners of the lots in Cedar Estates, pertains to real property in Anchorage, Alaska, described as:

Lots 1-14, Cedar Estates at Independence Park, according to Plat No. 98-3, Anchorage Recording District, Third Judicial District, State of Alaska.

This amendment amends the Declaration for Cedar Estates at Independence Park recorded January 23, 1998, in Book 3184, Page 578, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

By this amendment, the Association and the lot owners remove the budget cap in the original declaration, restrict the use of the lots to single-family homes, not duplexes, and submit the common interest community to AS 34.08, the Uniform Common Interest Ownership Act ("the Act").

This amendment has been approved by the Association, the lot owners whose consents are attached hereto, and the Independence Park Community Association, as required by the Community Association's declaration.

Section 1. The Preamble found on page one of the Declaration is hereby amended to eliminate the references to a limited budget and exclusion or exemption from the Act, and substitution of the above-stated submission of the property to the provisions of the Act.



Section 2. Article I of the Declaration is hereby amended to add the following definitions:

Section 1.29 - Act. The Uniform Common Interest Ownership Act, AS 34.08, as it may be amended from time to time.

Section 1.30 - Planned Community. A Common Interest Community that is not a condominium or a cooperative.

Section 1.31 - Unit. A physical portion of the Common Interest Community (sometimes referred to as a Lot) designated for separate ownership or occupancy, the boundaries of which are shown on Exhibit 2 to the Declaration and on Plat No. 98-3, as it may be amended.

Section 1.32 - Unit Owner. The Declarant or other person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by the Declaration. Unit Owner is synonymous with "Lot Owner".

Section 3. Section 1.14 of the Declaration, the definition of "Dwelling Unit", is hereby deleted.

Section 4. Article II of the Declaration is amended by the addition of a new section 2.4 to read as follows:

Section 2.4 - Common Interest Community. The name of the Common Interest Community is Cedar Estates at Independence Park, a planned community under the provisions of AS 34.08.

Section 5. Section 3.3 of the Declaration, pertaining to Dwelling Units, is hereby deleted.

Section 6. Section 8.2 of the Declaration, "Responsibility for Per Dwelling Unit Assessment Levied by the Community Association", is hereby repealed and replaced by a new Section 8.2 to read as follows:

Section 8.2 - Responsibility for Assessment Levied by the Community Association. The Community Association levies a per Lot assessment in subdivisions developed with single-family homes only. Each Lot Owner shall be responsible for the Community Association's assessment levied against his/her Lot.

Section 7. Section 9.1 of the Declaration, "Use Restrictions", is hereby repealed and replaced by a new Section 9.1 to read as follows:

Section 9.1 - Use Restrictions. Subject to the Special Declarant Rights reserved under Article VI of this Declaration, each Lot is restricted to residential use for no more than one single-family residence. Home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage are permitted as accessory uses to the primary residential use. No sign indicating the home professional pursuit may be displayed on a Lot. A single-family residence is for a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more than two (2) overnight occupants per bedroom. Each single-family residence must have at least a one-car attached garage and a minimum of twelve hundred (1200) square feet of living area--garage, patio and deck areas not included.

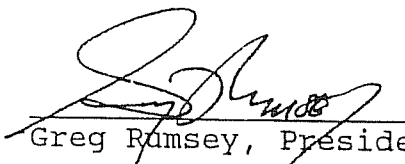
Section 8. In Section 9.2 of the Declaration, "Occupancy Restrictions", all references to the term "Dwelling Unit" are hereby deleted and the term "single-family residence" shall be substituted in its place.

Section 9. Section 15.13 of the Declaration, "Budget Limitation", is hereby deleted.

Section 10. All references to "Dwelling Unit" found within sections of the Declaration not herein otherwise expressly amended are hereby amended to delete that term in order to give effect to this amendment restricting the use of the Lots to single-family residences only.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed this 31<sup>st</sup> day of March, 1999.

CEDAR ESTATES OWNERS ASSOCIATION

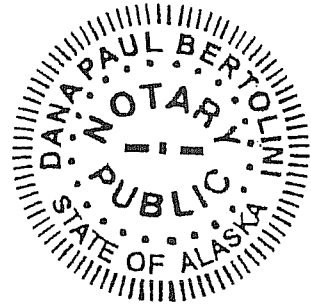
  
\_\_\_\_\_  
Greg Rumsey, President

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this 31<sup>st</sup> day of March, 1999, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared GREG RUMSEY, to me known and known to me to be the President of CEDAR

ESTATES OWNERS ASSOCIATION, and known to me to be the person who signed the foregoing instrument on behalf of said association, and he/she acknowledged to me that he/she signed the same as a free act and deed of the said association for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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



Dana Paul Bertolini  
Notary Public in and for Alaska  
My commission expires: 12/8/2002

APPROVED: INDEPENDENCE PARK  
COMMUNITY ASSOCIATION

By: David Zaboroskie President  
David Zaboroskie, President

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) SS.

THIS IS TO CERTIFY that on this 14<sup>th</sup> day of April, 1999, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared DAVID ZABOROSKIE, to me known and known to me to be the President of the INDEPENDENCE PARK COMMUNITY ASSOCIATION, and known to me to be the person who signed the foregoing instrument on behalf of said association, and he/she acknowledged to me that he/she signed the same as a free act and deed of the said association for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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

John R. Boyd  
Notary Public in and for Alaska  
My commission expires: 1-27-2002

1-27-2002

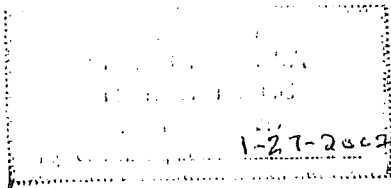
APPROVED: INDEPENDENCE PARK  
COMMUNITY ASSOCIATION

By: Anita Bates  
Anita Bates, Vice President

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this 15<sup>th</sup> day of April, 1999,  
before me, the undersigned Notary Public in and for the State of  
Alaska, duly commissioned and sworn, personally appeared ANITA  
BATES, to me known and known to me to be the Vice President of  
INDEPENDENCE PARK COMMUNITY ASSOCIATION, and known to me to be the  
person who signed the foregoing instrument on behalf of said  
association, and he/she acknowledged to me that he/she signed the  
same as a free act and deed of the said association for the uses  
and purposes therein expressed pursuant to its bylaws or a  
resolution of its Board of Directors.

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



Paul R. Boyd  
Notary Public in and for Alaska  
My commission expires: 1-27-2002

## MORTGAGEE CONSENT

BY: TARA A. TETZLAFF, LOAN OFFICER  
NORTHRIM BANK

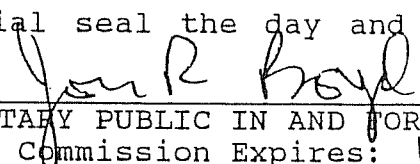
STATE OF ALASKA )

) ss:

THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of April, 1999, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared TARA TETZLAFF, known to me and to me known to be a Vice President of NORTHRIM BANK, and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of NORTHRIM BANK for the uses and purposes therein set forth.

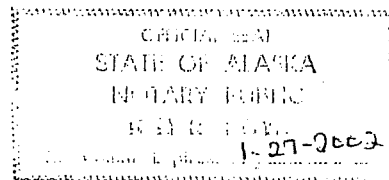
WITNESS MY HAND and notarial seal the day and year first hereinabove written.

  
 NOTARY PUBLIC IN AND FOR ALASKA

My Commission Expires: 1-27-2002

AFTER RECORDING RETURN TO:

McNall & Associates, P.C.  
711 H Street, Suite 500  
Anchorage, AK 99501



027754

30.00

1999 AP 27 PM 12:51

ANCHORAGE  
RECORDING DISTRICT

REQUESTED BY

Cedar Estate

Owner Assoc.

CONSENT TO FIRST AMENDMENT  
TO THE DECLARATION FOR  
CEDAR ESTATES AT INDEPENDENCE PARK

APR 26 1999

CONSENT TO FIRST AMENDMENT  
TO THE DECLARATION FOR  
CEDAR ESTATES AT INDEPENDENCE PARK

APR 22 1999

In the Anchorage Recording District

CONSENT TO FIRST AMENDMENT  
TO THE DECLARATION FOR  
CEDAR ESTATES AT INDEPENDENCE PARK

Michael E. Pollard,  
whose address is 10341 Red Cedar Circle Anchorage, AK 99507, and who is/are the  
owner(s) of the following described real property in the Anchorage Recording District:

Lot(s): 13, Cedar Estates at  
Independence Park, according to Plat No. 98-3,

hereby consent to the First Amendment to the Declaration for Cedar Estates at Independence  
Park.

\* Signature(s) \_\_\_\_\_

\* Name(s) \_\_\_\_\_

\* Date: \_\_\_\_\_, 1999

STATE OF ALASKA                     )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

\* THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 1999,  
before me, the undersigned, a Notary Public in and for the State  
of Alaska, personally appeared \_\_\_\_\_,  
known to me to be the individual(s) who executed the foregoing  
document and he/she/they acknowledged to me that he/she/they  
executed the foregoing document as his/her/their free and  
voluntary act and deed for the uses and purposes therein set  
forth.

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

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_



CONSENT TO FIRST AMENDMENT  
TO THE DECLARATION FOR  
CEDAR ESTATES AT INDEPENDENCE PARK

Lot(s): 1, 2, 3, 4, 5, 6, 7, 8, 11, 12, Cedar Estates at  
Independence Park, according to Plat No. 98-3,

HULTQUIST CONSTRUCTION, INC. by  
Signature [Signature]  
Title Asst. Gen. Mgr.  
Date: 3/31, 1999

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 31 day of MARCH, 1999, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared GREG RUMSET, known to me to be the Asst Gen Mgr. of Hultquist Construction, Inc., and known to me to be the individual who executed the foregoing document and he acknowledged to me that he was authorized to execute the foregoing document on behalf of Hultquist Construction, Inc., for the uses and purposes therein set forth.

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

e written  
 DANA PAUL BERTOLINI  
 NOTARY  
 PUBLIC  
 STATE OF ALASKA

Notary Public in and for Alaska  
My Commission Expires: 12/8/2002

APR 05 1999

In the Anchorage Recording District

FIRST AMENDMENT TO THE

DECLARATION

FOR

CEDAR ESTATES AT INDEPENDENCE PARK

PREAMBLE

This amendment, made by the Cedar Estates Owners Association and the owners of the lots in Cedar Estates, pertains to real property in Anchorage, Alaska, described as:

Lots 1-14, Cedar Estates at Independence Park, according to Plat No. 98-3, Anchorage Recording District, Third Judicial District, State of Alaska.

This amendment amends the Declaration for Cedar Estates at Independence Park recorded January 23, 1998, in Book 3184, Page 578, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

By this amendment, the Association and the lot owners remove the budget cap in the original declaration, restrict the use of the lots to single-family homes, not duplexes, and submit the common interest community to AS 34.08, the Uniform Common Interest Ownership Act ("the Act").

This amendment has been approved by the Association, the lot owners whose consents are attached hereto, and the Independence Park Community Association, as required by the Community Association's declaration.

Section 1. The Preamble found on page one of the Declaration is hereby amended to eliminate the references to a limited budget and exclusion or exemption from the Act, and substitution of the above-stated submission of the property to the provisions of the Act.

Section 2. Article I of the Declaration is hereby amended to add the following definitions:

Section 1.29 - Act. The Uniform Common Interest Ownership Act, AS 34.08, as it may be amended from time to time.

Section 1.30 - Planned Community. A Common Interest Community that is not a condominium or a cooperative.

Section 1.31 - Unit. A physical portion of the Common Interest Community (sometimes referred to as a Lot) designated for separate ownership or occupancy, the boundaries of which are shown on Exhibit 2 to the Declaration and on Plat No. 98-3, as it may be amended.

Section 1.32 - Unit Owner. The Declarant or other person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by the Declaration. Unit Owner is synonymous with "Lot Owner".

Section 3. Section 1.14 of the Declaration, the definition of "Dwelling Unit", is hereby deleted.

Section 4. Article II of the Declaration is amended by the addition of a new section 2.4 to read as follows:

Section 2.4 - Common Interest Community. The name of the Common Interest Community is Cedar Estates at Independence Park, a planned community under the provisions of AS 34.08.

Section 5. Section 3.3 of the Declaration, pertaining to Dwelling Units, is hereby deleted.

Section 6. Section 8.2 of the Declaration, "Responsibility for Per Dwelling Unit Assessment Levied by the Community Association", is hereby repealed and replaced by a new Section 8.2 to read as follows:

Section 8.2 - Responsibility for Assessment Levied by the Community Association. The Community Association levies a per Lot assessment in subdivisions developed with single-family homes only. Each Lot Owner shall be responsible for the Community Association's assessment levied against his/her Lot.

Section 7. Section 9.1 of the Declaration, "Use Restrictions", is hereby repealed and replaced by a new Section 9.1 to read as follows:

Section 9.1 - Use Restrictions. Subject to the Special Declarant Rights reserved under Article VI of this Declaration, each Lot is restricted to residential use for no more than one single-family residence. Home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage are permitted as accessory uses to the primary residential use. No sign indicating the home professional pursuit may be displayed on a Lot. A single-family residence is for a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more than two (2) overnight occupants per bedroom. Each single-family residence must have at least a one-car attached garage and a minimum of twelve hundred (1200) square feet of living area--garage, patio and deck areas not included.

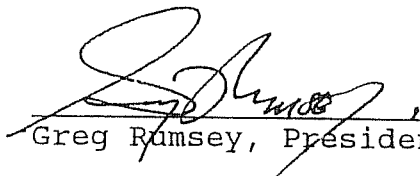
Section 8. In Section 9.2 of the Declaration, "Occupancy Restrictions", all references to the term "Dwelling Unit" are hereby deleted and the term "single-family residence" shall be substituted in its place.

Section 9. Section 15.13 of the Declaration, "Budget Limitation", is hereby deleted.

Section 10. All references to "Dwelling Unit" found within sections of the Declaration not herein otherwise expressly amended are hereby amended to delete that term in order to give effect to this amendment restricting the use of the Lots to single-family residences only.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed this 31<sup>st</sup> day of March, 1999.

CEDAR ESTATES OWNERS ASSOCIATION

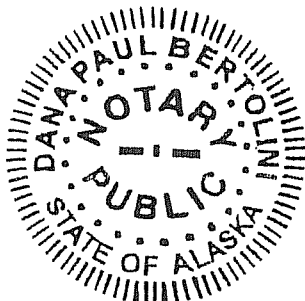
  
\_\_\_\_\_  
Greg Rumsey, President

STATE OF ALASKA                     )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this 31<sup>st</sup> day of March, 1999, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared GREG RUMSEY, to me known and known to me to be the President of CEDAR

ESTATES OWNERS ASSOCIATION, and known to me to be the person who signed the foregoing instrument on behalf of said association, and he/she acknowledged to me that he/she signed the same as a free act and deed of the said association for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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



Dan Paul Bertolini  
Notary Public in and for Alaska  
My commission expires: 12/8/2002

APPROVED: INDEPENDENCE PARK  
COMMUNITY ASSOCIATION

By: David Zaboroskie, President  
David Zaboroskie, President

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 14th day of April, 1999, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared DAVID ZABOROSKIE, to me known and known to me to be the President of the INDEPENDENCE PARK COMMUNITY ASSOCIATION, and known to me to be the person who signed the foregoing instrument on behalf of said association, and he/she acknowledged to me that he/she signed the same as a free act and deed of the said association for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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

John R. Boyd  
Notary Public in and for Alaska  
My commission expires: 1-27-2002

1-27-2002

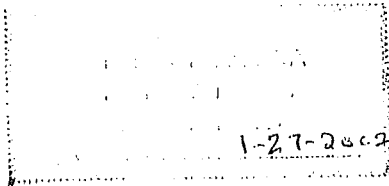
APPROVED: INDEPENDENCE PARK  
COMMUNITY ASSOCIATION

By: Anita Bates  
Anita Bates, Vice President

STATE OF ALASKA )  
 )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY that on this 15<sup>th</sup> day of April, 1999, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared ANITA BATES, to me known and known to me to be the Vice President of INDEPENDENCE PARK COMMUNITY ASSOCIATION, and known to me to be the person who signed the foregoing instrument on behalf of said association, and he/she acknowledged to me that he/she signed the same as a free act and deed of the said association for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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



John R. Boyd  
Notary Public in and for Alaska  
My commission expires: 1-27-2002

MORTGAGEE CONSENT

By:

*Tara A. Tetzlaff*  
TARA A. TETZLAFF, LOAN OFFICER  
NORTHRIM BANK

STATE OF ALASKA )

) ss:

THIRD JUDICIAL DISTRICT )

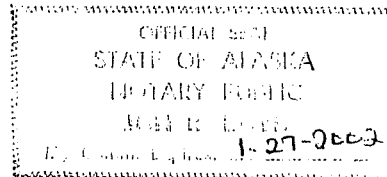
THIS IS TO CERTIFY that on this \_\_\_\_\_ day of April, 1999, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared TARA TETZLAFF, known to me and to me known to be a Vice President of NORTHRIM BANK, and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of NORTHRIM BANK for the uses and purposes therein set forth.

WITNESS MY HAND and notarial seal the day and year first hereinabove written.

*John R. Boyd*  
NOTARY PUBLIC IN AND FOR ALASKA  
My Commission Expires: 1-27-2002

AFTER RECORDING RETURN TO:

McNall & Associates, P.C.  
711 H Street, Suite 500  
Anchorage, AK 99501



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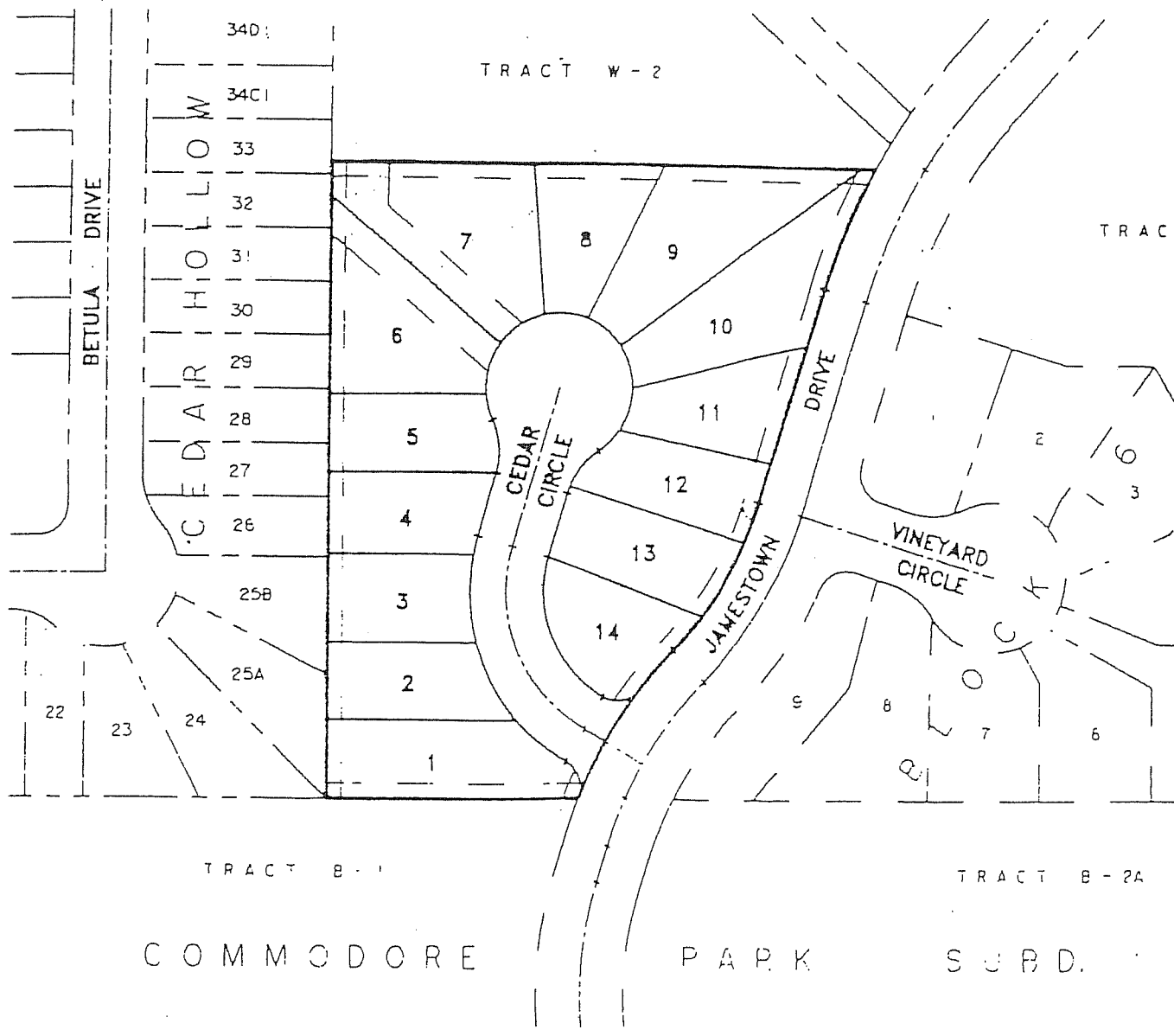
ANCHORAGE  
RECORDING DISTRICT

REQUESTED BY

*Cedar Estates*

*Owners Assoc.*

160.05  
POCKET



99508



## IN THE ANCHORAGE RECORDING DISTRICT

ADDITION OF PROPERTY AMENDMENT  
TO THE  
INDEPENDENCE PARK COMMUNITY DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

This is an Amendment to the Independence Park Community Declaration of Covenants, Conditions and Restrictions, recorded on May 3, 1982 in Book 728, Page 116, records of the Anchorage Recording District, Third Judicial District, State of Alaska, and the amendments thereto. The property subject to the Independence Park Community Declaration, as amended, is as follows:

Lots 1-67, Block 1; Lots 1-16, Block 2; Lots 1-21, Block 3; Lots 1A and 1B through Lots 8A and 8B, Block 5; and Tracts 1, 2, and 3, Independence Park Subdivision, Addition No. 1, according to Plat No. 81-265.

Lots 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 3A, 3B, 3C, 4A, 4B, 4C, and 4D, Block 6, Independence Park Subdivision, Addition No. 3, according to Plat No. 82-61.

Tract P, Independence Park Subdivision, according to Plat No. 82-168.

Tracts L-1 and F-1, Independence Park Subdivision, according to Plat No. 82-96.

Lots 5A, 5B, 5C, 5D, 6A, 6B, 7A, 7B, 7C, 8A, 8B, and 8C, Block 6; and Lots 1A, 1B, 2A, 2B, and 2C, Block 7, Independence Park Subdivision, according to Plat No. 82-267.

Tracts A-4A-1, A-4A-2, and A-4A-3, Independence Park Subdivision, according to Plat No. 82-231.

Tracts R and U, Independence Park Subdivision, according to Plat No. 82-265.

Lots 1A and 1B through 7A and 7B, Block 4, Independence Park Subdivision, Addition No. 1, according to Plat No. 81-265.

Lots 9A, 9B, 9C, 10A, 10B, 10C, 11A, 11B, and 11C, Block 6; Lots 3A, 3B, 4A, 4B, 4C, and 4D, Block 7, Independence Park Subdivision, according to Plat No. 82-401.

Tracts X-1 and Y-1, Independence Park Subdivision, according to Plat No. 83-108.

Tract L-2-A, Independence Park Subdivision, according to Plat No. 82-189.

Tract A-5A, Independence Park Subdivision, according to Plat No. 82-231.

Tracts 1A and 2A, Block 4, Independence Park Subdivision, according to Plat No. 83-127.

Tracts G-1 and G-2, Independence Park Subdivision, according to Plat No. 82-128.

Lots 8A, 8B, 9A, 9B, Block 4, and Lots 9A and 9B, Block 5, Independence Park Subdivision, according to Plat No. 82-96.

Lots 10A and 10B through 16A and 16B, Block 5, and Lots 1A and 1B through 5A and 5B, Block 8, Independence Park Subdivision, according to Plat No. 82-240.

Lots 1-18, Block 14, and Tracts Z-1 and Z-2, Independence Park Subdivision, according to Plat No. 83-108.

Tract 3, Block 4, Independence Park Subdivision, according to Plat No. 82-508.

Tract L-2-B, Independence Park Subdivision, according to Plat No. 82-189.

Tracts W-1 and W-2, Independence Park Subdivision, according to Plat No. 83-103.

Lots 4, 5, and 6, Block 11, Independence Park Subdivision, according to Plat No. 83-482.

Tract T, Independence Park Subdivision, according to Plat No. 82-168.

Lots 12 - 41, Block 6, and Tracts 1 and 2, Block 6, Independence Park Subdivision,

according to Plat No. 85-155.

Lot 41, Block 2, Independence Park  
Subdivision, according to Plat No. 83-478.

Lots 17A through 33A, Block 2, and Tracts 2C-1 and  
2D-1, Independence Park, according to Plat No. 93-  
139.

Lot 22 of Block 18; Lots 1-22 of Block 19; Lots 1,  
15, 16, 17, and 18 of Block 20, Tract MM and Tract  
M-1, Independence Park Subdivision, according to  
Plat No. 93-57.

Lot 34A, Block 2, and Tract 2D-2, Independence Park  
Subdivision, according to Plat No. 93-139.

Lots 45A, 45B, 46A, 46B, 47A, 47B, 48A, and 48B,  
Block 1, Independence Park Subdivision, according  
to Plat No. 82-213.

Anchorage Recording District, Third Judicial District,  
State of Alaska.

This Amendment is made pursuant to and is in conformity with  
the requirements of Article XI, Section 2, and Article XIV, Section  
2, of the Independence Park Community Declaration, as amended.

The purpose of the amendment is to reflect the submission,  
Lots 1-14, Cedar Estates at Independence Park, according to Plat  
No. 98-3, by Jeffrey Thimsen and James McLin, to the Declaration  
for Cedar Estates at Independence Park and to the Independence Park  
Community Declaration of Covenants, Conditions and Restrictions.

The Independence Park Community Association, representing all  
of the member associations of the Independence Park Community,  
which has approved the Declaration for Cedar Estates at  
Independence Park, hereby accepts said property as part of the  
Independence Park Community.

NOW, THEREFORE, the Independence Park Community Declaration of  
Covenants, Conditions and Restrictions is hereby amended as  
follows:

Section 1. Exhibit A to the Declaration is amended to read as follows:

Lots 1-67, Block 1; Lots 1-16, Block 2; Lots 1-21, Block 3; Lots 1A and 1B through Lots 8A and 8B, Block 5; and Tracts 1, 2, and 3, Independence Park Subdivision, Addition No. 1, according to Plat No. 81-265.

Lots 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 3A, 3B, 3C, 4A, 4B, 4C, and 4D, Block 6, Independence Park Subdivision, Addition No. 3, according to Plat No. 82-61.

Tract P, Independence Park Subdivision, according to Plat No. 82-168.

Tracts L-1 and F-1, Independence Park Subdivision, according to Plat No. 82-96.

Lots 5A, 5B, 5C, 5D, 6A, 6B, 7A, 7B, 7C, 8A, 8B, and 8C, Block 6; and Lots 1A, 1B, 2A, 2B, and 2C, Block 7, Independence Park Subdivision, according to Plat No. 82-267.

Tracts A-4A-1, A-4A-2, and A-4A-3, Independence Park Subdivision, according to Plat No. 82-231.

Tracts R and U, Independence Park Subdivision, according to Plat No. 82-265.

Lots 1A and 1B through 7A and 7B, Block 4, Independence Park Subdivision, Addition No. 1, according to Plat No. 81-265.

Lots 9A, 9B, 9C, 10A, 10B, 10C, 11A, 11B, and 11C, Block 6; Lots 3A, 3B, 4A, 4B, 4C, and 4D, Block 7, Independence Park Subdivision, according to Plat No. 82-401.

Tracts X-1 and Y-1, Independence Park Subdivision, according to Plat No. 83-108.

Tract L-2-A, Independence Park Subdivision, according to Plat No. 82-189.

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Tracts 1A and 2A, Block 4, Independence Park Subdivision, according to Plat No. 83-127.

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Lots 8A, 8B, 9A, 9B, Block 4, and Lots 9A and 9B, Block 5, Independence Park Subdivision, according to Plat No. 82-96.

Lots 10A and 10B through 16A and 16B, Block 5, and Lots 1A and 1B through 5A and 5B, Block 8, Independence Park Subdivision, according to Plat No. 82-240.

Lots 1-18, Block 14, and Tracts Z-1 and Z-2, Independence Park Subdivision, according to Plat No. 83-108.

Tract 3, Block 4, Independence Park Subdivision, according to Plat No. 82-508.

Tract L-2-B, Independence Park Subdivision, according to Plat No. 82-189.

Tracts W-1 and W-2, Independence Park Subdivision, according to Plat No. 83-103.

Lots 4, 5, and 6, Block 11, Independence Park Subdivision, according to Plat No. 83-482.

Tract T, Independence Park Subdivision, according to Plat No. 82-168.

Lots 12 - 41, Block 6, and Tracts 1 and 2, Block 6, Independence Park Subdivision, according to Plat No. 85-155.

Lot 41, Block 2, Independence Park Subdivision, according to Plat No. 83-478.

Lots 17A through 33A, Block 2, and Tracts 2C-1 and 2D-1, Independence Park, according to Plat No. 93-139.

Lot 22 of Block 18; Lots 1-22 of Block 19; Lots 1, 15, 16, 17, and 18 of Block 20, Tract MM and Tract M-1, Independence Park Subdivision, according to Plat No. 93-57.

Lot 34A, Block 2, and Tract 2D-2, Independence Park Subdivision, according to Plat No. 93-139.

Lots 45A, 45B, 46A, 46B, 47A, 47B, 48A, and 48B, Block 1, Independence Park Subdivision, according to Plat No. 82-213.

Lots 1-14, Cedar Estates at Independence Park, according to Plat No. 98-3.

Anchorage Recording District, Third Judicial District, State of Alaska.

No other provision of the Independence Park Community Declaration of Covenants, Conditions and Restrictions is amended hereby, except as may be necessarily implied in order to give full effect to the foregoing amendment.

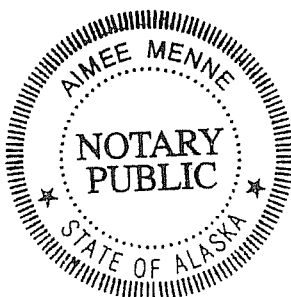
Dated: 8-6-97

Jeffrey Thimsen  
Declarant: Jeffrey Thimsen

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 6 day of Aug, 1997, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared JEFFREY THIMSEN, known to me to be the individual who executed the foregoing document and he acknowledged to me that he executed the foregoing document as his free and voluntary act and deed for the uses and purposes therein set forth.

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

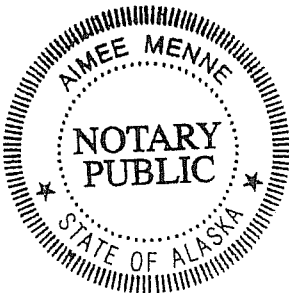


A. Menne  
Notary Public in and for Alaska  
My Commission Expires: 10-4-2000

Dated: 8-6-97Declarant: James T McLin  
James McLinSTATE OF ALASKA )  
) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 6 day of Aug, 1997, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared JAMES McLIN known to me to be the individual who executed the foregoing document and he acknowledged to me that he executed the foregoing document as his free and voluntary act and deed for the uses and purposes therein set forth.

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



A. Menne  
Notary Public in and for Alaska  
My Commission Expires: 10-4-2000

## MORTGAGEE CONSENT

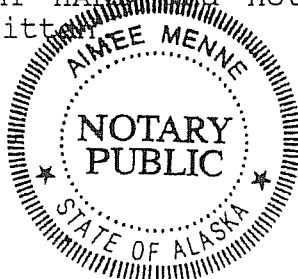
Dated: 8-6-97

Jim McCormack  
Jim McCormack, Vice President  
National Bank of Alaska

STATE OF ALASKA )  
) ss:  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 6 day of Aug, 1997, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared JIM MCCORMACK, known to me and to me known to be a Vice President of the NATIONAL BANK OF ALASKA, and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of NATIONAL BANK OF ALASKA for the uses and purposes therein set forth.

WITNESS MY HAND and notarial seal the day and year first hereinabove written.



A. Menne  
NOTARY PUBLIC IN AND FOR ALASKA  
My Commission Expires: 10-4-2000

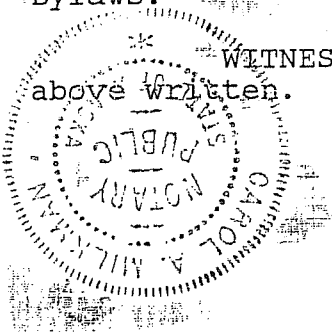
Dated: 8/18/97

INDEPENDENCE PARK COMMUNITY ASSOCIATION

BY: Anita Bates  
Anita Bates, Vice PresidentSTATE OF ALASKA )  
) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 18<sup>th</sup> day of August, 1997, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared ANITA BATES, known to me and to me known to be the Vice President of INDEPENDENCE PARK COMMUNITY ASSOCIATION, and she acknowledged to me that she executed the foregoing instrument on behalf of said association pursuant to its Bylaws.

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



Carol A. Milkman  
Notary Public in and for Alaska  
My commission expires: August 17, 1999

DATED: \_\_\_\_\_

INDEPENDENCE PARK COMMUNITY ASSOCIATION

BY: Shirley Gruber  
Shirley Gruber, SecretarySTATE OF ALASKA )  
) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 22 day of Aug, 1997, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared SHIRLEY GRUBER, known to me and to me known to be the Secretary of INDEPENDENCE PARK COMMUNITY ASSOCIATION, and she acknowledged to me that she executed the foregoing instrument on behalf of said association pursuant to its Bylaws.

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

Debra [Signature]  
Notary Public in and for Alaska  
My commission expires: 2-8-99



After recording return to:  
McNall & Associates  
921 W. 6th Ave. Ste. 100  
Anchorage, Alaska 99501

003524

ANCHORAGE REC.

DISTRICT

REQUESTED BY

*39CC*  
*Independence Park*  
*Community Association*

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RECEIVED

OCT 01 2015

Alaska Entity #61532D

**State of Alaska**  
**Department of Commerce, Community, and Economic Development**  
**Corporations, Business, and Professional Licensing**

## **Certificate of Reinstatement**

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

**CEDAR ESTATES OWNERS ASSOCIATION**



IN TESTIMONY WHEREOF, I execute the certificate  
and affix the Great Seal of the State of Alaska  
effective **September 21, 2015**.

A handwritten signature in cursive script, appearing to read "Chris Hladick".

Chris Hladick  
Commissioner



**BYLAWS**  
**OF**  
**CEDAR ESTATES OWNERS ASSOCIATION**

**ARTICLE I - INTRODUCTION**

These are the Bylaws of Cedar Estates Owners Association. Initial capitalized terms are defined in Article I of the Declaration for Cedar Estates at Independence Park.

**ARTICLE II - EXECUTIVE BOARD**

**Section 2.1 - Number, Qualification and Election.**

(a) The affairs of the Common Interest Community and the Association shall be governed by an Executive Board which shall consist of three persons who shall be Unit Owners. If any Unit is owned by a partnership or corporation, any officer, partner or employee of that Unit Owner shall be eligible to serve as a Director and shall be deemed to be a Unit Owner for the purposes of the preceding sentence. Directors shall be elected by the Unit Owners. At any meeting at which Directors are to be elected, the Unit Owners may, by resolution, adopt specific procedures which are not inconsistent with these Bylaws or the Corporation Laws of the State of Alaska for conducting the election.

(b) The terms of the Directors shall be as established, from time to time, in a resolution of the Unit Owners.

(c) Section 6.6 of the Declaration shall govern appointment of members of the Executive Board during the period of Declarant Control.

(d) The Executive Board shall elect the officers. The Directors and officers shall take office upon election.

**Section 2.2 - Powers and Duties.** The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest

Community, which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws and Rules and regulations;
- (b) Adopt and amend budget for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Unit 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 violations of the Association's Declaration, Bylaws or Rules in the Association's name, on behalf of the Association or two or more Unit Owners on matters affecting the Common Interest Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of Common Elements;
- (i) Cause additional improvements to be made as a part of the Common Elements;
- (j) Acquire, hold, encumber and convey, in the Association's name, any right, title or interest to real estate or personal property, but Common Elements may be conveyed only pursuant to Section 5.2 of the Declaration;
- (k) Grant easements for any period of time, including permanent easements, and grant leases, licenses and concessions for no more than one year, through or over the Common Elements;
- (l) Impose and receive a payment, fee or charge for services provided to Unit Owners and for the use, rental or operation of the Common Elements;
- (m) Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy a reasonable fine for a violation of the Declaration, Bylaws, Rules and regulations of the Association;

(n) Impose a reasonable charge for the preparation and recording of amendments to the Declaration or statements 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 Bylaws;

(r) Exercise any other power that may be exercised in the state by a legal entity 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 action to the Unit Owners and the Executive Board. However, action taken by a committee may be appealed to the Executive Board by a Unit Owner within 45 days of publication of notice of that action, and the committee's action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

**Section 2.3 - Standard of Care.** In the performance of their duties, the officers and members of the Executive Board are required to exercise the care required of fiduciaries of the Unit Owners.

**Section 2.4 - Additional Limitations.** The Executive Board shall be additionally limited pursuant to Section 20.2 of the Declaration.

**Section 2.5 - Manager.** The Executive Board may employ a manager for the Common Interest Community, at a compensation established by the Executive Board, to perform duties and services authorized by the Executive Board. The Executive Board may delegate to the manager only the powers granted to the Executive Board by these Bylaws under Section 2.2, subdivisions (c), (e),

(g), and (h). Licenses, concessions and contracts may be executed by the manager pursuant to specific resolutions of the Executive Board and to fulfill the requirements of the budget.

**Section 2.6 - Removal of Directors.** Following notice of the proposed action, the Unit Owners, by a two-thirds vote of all persons present and entitled to vote, at any meeting of the Unit Owners at which a quorum is present, may remove any Director of the Executive Board with or without cause.

**Section 2.7 - Vacancies.** Vacancies in the Executive Board, caused by any reason other than the removal of a Director by a vote of the Unit Owners, may be filled at a special meeting of the Executive Board held for that purpose at any time after the occurrence of the vacancy, even though the Directors present at that meeting may constitute less than a quorum. Each person so elected shall be a Director for the remainder of the term of the Director so replaced.

**Section 2.8 - Regular Meetings.** The first regular meeting of the Executive Board following each annual meeting of the Unit Owners shall be held within 10 days after the annual meeting at a time and place to be set by the Executive Board at the meeting at which the Executive Board shall have been elected. No notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, provided a majority of the Directors are present. The Executive Board may set a schedule of additional regular meetings by resolution, and no further notice is necessary to constitute regular meetings.

**Section 2.9 - Special Meetings.** Special meetings of the Executive Board may be called by the President or by a majority of the Directors on at least three business days' notice to each Director. The notice shall be hand-delivered or mailed and shall state the time, place and purpose of the meeting.

**Section 2.10 - Location of Meetings.** All meetings of the Executive Board shall be held within Anchorage, Alaska, unless all Directors consent in writing to another location.

**Section 2.11 - Waiver of Notice.** Any Director may waive notice of any meeting in writing. Attendance by a Director at any meeting of the Executive Board shall constitute a waiver of notice.



If all the Directors are present at any meeting, no notice shall be required, and any business may be transacted at such meeting.

**Section 2.12 - Quorum of Directors.** At all meetings of the Executive Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present shall constitute a decision of the Board. If, at any meeting, there shall be less than a quorum present, a majority of those present may adjourn the meeting. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**Section 2.13 - Compensation.** A Director may receive a fee from the Association for acting as a director, as may be set by resolution of the Unit Owners, and may also receive reimbursement for necessary expenses actually incurred in connection with the Director's duties. Directors acting as officers or employees may also be compensated for those duties.

**Section 2.14 - Consent to Corporate Action.** If all the Directors or all Directors of a committee established for such purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Directors constitutes a quorum, that action shall be a valid corporate action as though it had been authorized at a meeting of the Executive Board or the committee, as the case may be. The Secretary shall file these consents with the minutes of the meetings of the Executive Board.

**Section 2.15 - Telephone Communication in Lieu of Attendance.** A Director may attend a meeting of the Executive Board by using an electronic or telephonic communication method whereby the director may be heard by the other members and may hear the deliberations of the other members on any matter properly brought before the Executive Board. The Director's vote shall be counted and the presence noted as if that Director were present in person on that particular matter.

### **ARTICLE III - UNIT OWNERS**

**Section 3.1 - Annual Meeting.** Annual meetings of the Unit Owners shall be held within 90 days after the close of the

Association's fiscal year, on such date set forth in the notice. At these meetings, the Directors shall be elected by ballot of the Unit Owners, in accordance with the provisions of Article II of the Bylaws. The Unit Owners may transact other business as may properly come before them at these meetings.

**Section 3.2 - Budget Meeting.** A meeting of Unit Owners to consider proposed budgets shall be called in accordance with Sections 14.4 and 15.5 of the Declaration. The budget may be considered at Annual or Special Meetings called for other purposes as well.

**Section 3.3 - Special Meetings.** Special meetings of the Association may be called by the president, by a majority of the members of the Executive Board or by Unit Owners comprising 20 percent of the votes in the Association.

**Section 3.4 - Place of Meetings.** Meetings of the Unit Owners shall be held at a suitable place convenient to the Unit Owners, as may be designated by the Executive Board or the president.

**Section 3.5 - Notice of Meetings.** Except for budget meetings, which will be noticed not less than 14 nor more than 30 days after the mailing of the summary, the secretary or other officer specified in the Bylaws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each Unit or to the mailing address designated in writing by the Unit Owner not less than 10 nor more than 60 days in advance of a meeting. No action shall be adopted at a meeting except as stated in the notice.

**Section 3.6 - Waiver of Notice.** Any Unit Owner may, at any time, waive notice of any meeting of the Unit Owners in writing, and the waiver shall be deemed equivalent to the receipt of notice.

**Section 3.7 - Adjournment of Meeting.** At any meeting of Unit Owners, a majority of the Unit Owners who are present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

**Section 3.8 - Order of Business.** The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call (or check-in procedure);
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports;
- (e) Establish number and term of memberships of the Executive Board (if required and noticed);
- (f) Election of inspectors of election (when required);
- (g) Election of Directors of the Executive Board (when required);
- (h) Ratification of Budget (if required and noticed);
- (i) Unfinished business; and
- (j) New business.

### **Section 3.9 - Voting.**

(a) If only one of several owners of a Unit is present at a meeting of the Association, the owner present is entitled to cast all the votes allocated to the Unit. If more than one of the owners are present, the votes allocated to the Unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the votes allocated to the Unit without protest being made promptly to the person presiding over the meeting by another owner of the Unit.

(b) Votes allocated to a Unit may be cast under a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given under this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date, unless it specifies a shorter term.

(c) The vote of a corporation or business trust may be cast by any officer of that corporation or business trust in the absence of express notice of the designation of a specific person by the board of directors or bylaws of the owning corporation or business trust. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust owner is qualified to vote.

(d) Votes allocated to a Unit owned by the Association may not be cast.

**Section 3.10 - Quorum.** Unit Owners holding 30% of the votes entitled to be cast, represented in person or by proxy, constitute a quorum at a meeting of Unit Owners.

**Section 3.11 - Majority Vote.** At a meeting at which a quorum is present, a majority of the votes entitled to be cast on a matter to be voted upon by the members present or represented by proxy is necessary for adoption, except where a higher percentage Vote is required in the Declaration, these Bylaws or by law.

#### **ARTICLE IV - OFFICERS**

**Section 4.1 - Designation.** The principal officers of the Association shall be the president, the vice president, the secretary and the treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an assistant treasurer, an assistant secretary and other officers as it finds necessary. The president and vice president, but not other officers, need to be Directors. Any two offices may be held by the same person, except the offices of president and secretary. The office of vice president may be vacant.

**Section 4.2 - Election of Officers.** The officers of the Association shall be elected annually by the Executive Board at the organizational meeting of each new Executive Board. They shall hold office at the pleasure of the Executive Board.

**Section 4.3 - Removal of Officers.** Upon the affirmative vote of a majority of the Directors, any officer may be removed, either with or without cause. A successor may be elected at any regular meeting of the Executive Board or at any special meeting of the Executive Board called for that purpose.

**Section 4.4 - President.** The President shall be the Chief Executive Officer of the Association. The president shall preside at all meetings of the Unit Owners and of the Executive Board. The president shall have all of the general powers and duties which are incident to the office of president of a non-profit corporation organized under the laws of the State of Alaska, including but not

limited to the power to appoint committees from among the Unit Owners from time to time as the President may decide is appropriate to assist in the conduct of the affairs of the Association. The president may cause to be prepared and may execute amendments, attested by the secretary, to the Declaration and these Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

**Section 4.5 - Vice President.** The Vice President shall take the place of the President and perform the President's duties whenever the President is absent or unable to act. If neither the president nor the Vice President is able to act, the Executive Board shall appoint some other Director to act in the place of the president on an interim basis. The Vice President shall also perform other duties imposed by the Executive Board or by the President.

**Section 4.6 - Secretary.** The secretary shall keep the minutes of all meetings of the Unit Owners and the Executive Board. The secretary shall have charge of the Association's books and papers as the Executive Board may direct and shall perform all the duties incident to the office of secretary of a non-profit corporation organized under the laws of the State of Alaska. The secretary may cause to be prepared and may attest to execution by the President of amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

**Section 4.7 - Treasurer.** The treasurer shall be responsible for Association funds and securities, for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. This officer shall be responsible for the deposit of all monies and other valuable effects in depositories designated by the Executive board and shall perform all the duties incident to the office of treasurer of a non-profit corporation organized under the laws of the State of Alaska. The treasurer may endorse on behalf of the Association, for collection only, checks, notes and other obligations and shall deposit the same and all monies in the name of and to the credit of the Association in banks designated by the Executive Board. Except for reserve funds, the treasurer may have custody of and shall have the power to endorse for transfer, on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others. Reserve funds of the Association shall be deposited in segregated accounts or in prudent investments, as the Executive

Board decides. Funds may be withdrawn from these reserves for the purposes for which they were deposited, by check or order, authorized by the treasurer, and executed by two directors, one of whom may be the treasurer if the treasurer is also a director.

**Section 4.8 - Agreements, Contracts, Deeds, Checks, etc.** Except as provided in Sections 4.4, 4.6, 4.7, and 4.10 of these Bylaws, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by any other person or persons designated by the Executive Board.

**Section 4.9 - Compensation.** An officer may receive a fee from the Association, in an amount set by resolution of the Unit Owners, for acting as an officer. An officer may also receive reimbursement for necessary expenses actually incurred in connection with Association duties.

**Section 4.10 - Statements of Unpaid Assessments.** The treasurer, assistant treasurer, a manager employed by the Association or, in their absence, any officer having access to the books and records of the Association may prepare, certify, and execute statements of unpaid assessments. The Association may charge a reasonable fee for preparing statements of unpaid assessments. The amount of this fee and the time of payment shall be established by resolution of the Executive Board. The Association may refuse to furnish statements of unpaid assessments until the fee is paid. Any unpaid fees may be assessed as a Common Expense against the Unit for which the statement is furnished.

## **ARTICLE V - ENFORCEMENT**

**Section 5.1 - Abatement and Enjoinment of Violations by Unit Owners.** The violation of any of the Rules and regulations adopted by the Executive Board or the breach of any provision of the Documents shall give the Executive Board the right, after Notice and Hearing, except in case of an emergency, in addition to any other rights set forth in these Bylaws:

(a) To enter the Unit in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition (except for additions or alterations of a permanent nature that may exist in that unit) that is existing and creating a danger to the

Common Elements contrary to the intent and meaning of the provisions of the Documents. The Executive Board shall not be deemed liable for any manner of trespass by this action; or

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

**Section 5.2 - Fine for Violation.** By resolution, following Notice and Hearing, the Executive Board may levy fines, as authorized by the Declaration.

#### **ARTICLE VI-INDEMNIFICATION**

The Directors and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in the Alaska nonprofit corporation law, the provisions of which are incorporated by reference and made a part of this document.

#### **ARTICLE VII-RECORDS**

**Section 7.1 - Financial Records.** The Association shall maintain a complete set of financial records which shall consist, at a minimum, of a regularly prepared balance sheet and income and expense statement. The cost of record keeping and the review of financial records shall be a Common Expense.

**Section 7.2 - Examination.** All records maintained by the Association or by the manager shall be available for examination and copying by any Unit Owner, any holder of a Security Interest in a Unit or its insurer or guarantor, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

**Section 7.3 - Records.** The Association shall keep the following records:

(a) An account for each Unit, which shall designate the name and address of each Unit Owner, the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Unit, the amount of each Common Expense assessment,

the dates on which each assessment comes due, the amounts paid on the account and the balance due;

(b) An account for each Unit Owner showing any other fees payable by the Unit Owner;

(c) A record of any capital expenditures in excess of \$3,000 approved by the Executive Board for the current and next two succeeding fiscal years;

(d) A record of the amount, and an accurate account of, the current balance of any reserves for capital expenditures, replacement and emergency repairs, together with the amount of those portions of reserves designated by the Association for a specific project;

(e) The most recent regularly prepared balance sheet and income and expense statement of the Association;

(f) The current operating budget adopted and ratified pursuant to the provisions of Section 15.5 of the Declaration;

(g) A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant;

(h) A record of insurance coverage provided for the benefit of Unit Owners and the Association;

(i) A record of any alterations or improvements to Units or Limited Common Elements which violate any provisions of the Declaration of which the Executive Board has knowledge;

(j) A record of any violations, with respect to any portion of the Common Interest Community, of health, safety, fire or building codes or laws, ordinances, or regulations of which the Executive Board has knowledge;

(k) A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements;

(l) Balance sheets and other records required by local corporate law;

(m) Tax returns for state and federal income taxation;

(n) Minutes of proceedings of incorporators, Unit Owners, Directors, committees of Directors and waivers of notice; and



(o) A copy of the most current versions of the Declaration, Bylaws, Rules, and resolutions of the Executive Board, along with their exhibits.

#### ARTICLE VIII - MISCELLANEOUS

**Section 8.1 - Notices.** All notices to the Association or the Executive Board shall be delivered to the office of the manager, or, if there is no manager, to the office of the Association, or to such other address as the Executive Board may designate by written notice to all Unit Owners and, upon request, to all holders of Security Interests in the Units who have notified the Association that they hold a Security Interest in a Unit. Except as otherwise provided, all notices to any Unit Owner shall be sent to the Owner's address as it appears in the records of the Association. All notices to holders of Security Interests in the Units shall be sent, except where a different manner of notice is specified elsewhere in the Documents, by registered or certified mail to their respective addresses, as designated by them in writing to the Association. All notices shall be deemed to have been given when mailed, except notices of changes of address, which shall be deemed to have been given when received.

**Section 8.2 - Fiscal Year.** The executive Board shall establish the fiscal year of the Association.

**Section 8.3 - Waiver.** No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**Section 8.4 - Office.** The principal office of the Association shall be on the Property or at such other place as the Executive Board may from time to time designate.

#### ARTICLE XI - AMENDMENTS TO BYLAWS

The Bylaws may be amended only pursuant to the provisions of Article XIII of the Declaration.

Certified to be the Bylaws adopted by consent of the Directors of Cedar Estates Owners Association and dated this 17th day of February, 1999.

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

Bylaws of Cedar Estates Owners Association



## ARTICLE IX - Restrictions on Use, Alienation and Occupancy

Section 9.1 - Use Restrictions. Subject to the Special Declarant Rights reserved under Article VI of this Declaration, each Lot is restricted to residential use for no more than two Dwelling Units. Home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage are permitted as accessory uses to the primary residential use. No sign indicating the home professional pursuit may be displayed on a Lot. A single Dwelling Unit is a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more than two (2) overnight occupants per bedroom. Each Dwelling Unit must have at least a one car attached garage and a minimum of twelve hundred (1200) square feet of living area, garage, patio and deck areas not included.

Section 9.2 - Occupancy Restrictions. Subject to the Special Declarant Rights reserved under Article VI of this Declaration, the following occupancy restrictions apply to the Lots and the Common Elements.

(a) Living in boats, trailers, motor homes, tents, shacks, or other temporary buildings of any design is expressly prohibited in Cedar Estates.

(b) Trailers or temporary structures for use incidental to the initial construction of a Dwelling Unit on a Lot may be maintained thereon, but shall be removed within one year from the date that the subground construction on a Dwelling Unit first begins or upon completion of the Dwelling Unit, whichever comes first.

(c) Outbuildings, including greenhouses, storage sheds, etc., must be in a style which is compatible with the architectural design of the Dwelling Unit to which it is accessory, as approved by the Executive Board. Outbuildings must be properly sided, painted, and roofed and may not exceed ten (10) feet in height or one hundred (100) square feet in area. In addition, no outbuilding may be constructed in any front yard or in any side yard.

(d) All Lot Owners shall maintain their Lots in a clean and well maintained condition. Trash, garbage, or other waste shall be disposed of only by depositing the same into designated trash containers. No lot shall be used or maintained as a dumping ground for rubbish. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

There shall be no exterior fires whatsoever, except barbecue fires contained within proper receptacles.

(e) No inoperative vehicle shall be parked or left on any part of any Lot subject to this Declaration other than in a garage. No vehicle, boat, trailer, RV, airplane, or other mechanical object shall be stored outside of the garage, except on the paved driveway leading to the garage of the Dwelling Unit. The Executive Board, after Notice and Comment, may adopt rules further refining the regulation of parking and storage on driveways in order to preserve the overall appearance of Cedar Estates.

(f) Except for minor servicing of vehicles of the resident Lot Owner or tenant of a Lot Owner, there shall be no automotive repair conducted in the garages in Cedar Estates, and automotive repair or servicing on the driveways is entirely prohibited.

(g) Commercial vehicles larger than pickup trucks shall not be parked or stored within Cedar Estates, except that parking of vehicles for the purpose of immediate loading and unloading is permitted.

(h) After Hearing and Comment, the Executive Board may adopt rules not in conflict with federal communications law that regulate the size, location, and appearance of outside antennas and dishes in order to preserve the overall appearance of Cedar Estates.

(i) No animals, livestock, or poultry shall be kept on any lot except that domestic dogs, cats, fish and birds inside bird cages, may be kept as household pets provided they are not kept, bred, or raised therein for commercial purposes or in unreasonable quantities. No more than one (1) dog may be kept outside of a Dwelling Unit. One detached dog run per Dwelling unit may be permitted provided it is installed in a workmanlike manner and in a fashion approved by the Executive Board. A dog run may cover no more than one hundred fifty (150) square feet of area, and dog runs may not be constructed closer than ten (10) feet to any side property line nor closer than twenty (20) feet to any rear property line. No dog runs may be constructed in front yards.

(j) All front yards of Lots must be landscaped within twenty-four (24) months of the commencement of initial construction. This time may be extended only with the written approval of the Executive Board.

(k) Fences may be constructed on any Lot provided that they are built in a good workmanlike manner from wood. All fences

must be approved by the Executive Board and properly maintained as an attractive addition to the lot. No fence, hedge or shrub planting may interfere with the clear visibility triangle for traffic required by the municipality. Front yard fences shall not exceed thirty-six (36) inches in height. Side yard and rear yard fences shall not exceed six (6) feet in height. Fences constructed in side yards may not extend farther forward than the mid-point of the house. Lot Owners and tenants of Lot Owners shall not damage or remove the fence along Jamestown Drive that is the property of the Association and a Common Element.

(l) No signs of any kind shall be displayed to the public view on any lot, except one sign of not more than six (6) square feet advertising the property for sale. Signs used by a builder to advertise the property during the construction and sales period are exempt from this restriction, as is any permanent subdivision sign. All signs shall comply with municipal ordinances applicable to signs.

(m) No nuisances shall be permitted or created within Cedar Estates, nor shall any use be made or practice be maintained by any Lot Owner or tenant of a Lot Owner that shall interfere with the quiet enjoyment of their property by other Lot Owners and residents of Cedar Estates. The Executive Board, after Hearing and Comment, may further refine the definition of "nuisance" in the rules of the Association.

Section 9.3 - Restrictions on Alienation. Neither a Lot nor a Dwelling Unit may be conveyed pursuant to a time-sharing plan. A Lot or a Dwelling Unit may not be leased or rented for a term of less than thirty (30) days. All leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association. A copy of all leases and rental agreements shall be given to the Association. All leases of a Lot or Dwelling Unit shall include a provision that the tenant recognizes the Association as landlord, but solely for the purpose of the Association having power to enforce a violation of the provisions of the Documents against the tenant, provided that the Association first gives the Lot Owner notice of its intent to so enforce and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action.

## ARTICLE X - Additions, Alterations and Improvements

### Section 10.1 - Additions, Alterations and Improvements Require Executive Board Approval.

(a) Lot Owners and Dwelling Unit tenants may not make any structural addition, exterior structural alteration, or exterior

structural improvement in or to any part of the Common Interest Community without the prior written consent thereto of the Executive Board in accordance with Subsection (c) below.

(b) A Lot Owner may make any other improvements or alterations to his or her Lot not requiring approval under (a) above.

(c) A Lot Owner must submit a written request to the Executive Board for approval to do anything requiring approval under (a) above. The Executive Board shall answer any written request for such approval, within thirty (30) days after the request therefor. Failure to do so within such time shall not constitute a consent by the Executive Board to the proposed action. The approval of a written request may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by reason of reasonable dissatisfaction of the Board with the location of the proposed structure, the elevation, color scheme, finish, design, proportions, architecture, shape, height, style and appropriateness of the proposed structure or alteration, the material used therein, or because of its reasonable dissatisfaction with any or all other matters or things which in the reasonable judgment of the Board will render the proposed alteration or improvement inharmonious or out of keeping with the general plan of improvement of the Common Interest Community.

(d) Improvements erected or maintained upon the Lots, other than as approved by the Board, shall be deemed to have been undertaken without the approval of the Board as required by the Declaration. The approval of the Board of any plans or specifications submitted for approval as herein specified shall not be deemed to be a waiver by the Board of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications. No member of the Board shall be liable to any person for his or her decisions or failure to act in making decisions as a member of said Board. Upon approval of the Board, it shall be conclusively presumed that the location and height of any improvement does not violate the provisions of this Declaration.

(e) All additions, alterations and improvements to the Lots shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the Owners of any Lots other than those effecting the change.

BK 0-1846619

DECLARATION  
FOR  
CEDAR ESTATES AT INDEPENDENCE PARK

Exhibit 4

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Article IV  
Property Rights and Regulations

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3. Nuisances. No noxious or offensive activities (including but not limited to the repair of automobiles) shall be carried on upon the property. No horns, whistles, bells or other sound devices audible outside a unit, except security devices used exclusively to protect the security of the unit and its contents, shall be placed or used in any such unit. No loud noises shall be permitted on the property, and the Executive Committee shall have the right to determine if any noise or activity producing noise constitutes a nuisance. No unit owner shall permit or cause anything to be done or kept upon the

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property which will increase the rate of insurance thereon or which will obstruct or interfere with the rights of other unit owners, nor will he commit or permit any nuisance on the premises, or commit any illegal act thereon. Each unit owner shall comply with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to the occupancy and use of the unit.

4. Signs. The Community Association may at any time, place and maintain upon the Community Common Areas such signs as the Community Association may deem necessary for the identification, regulation, or use of the Community Common Areas for the health, safety and general welfare of the owners. The Executive Committee may summarily cause all unauthorized signs to be removed and destroyed. This section shall not apply to any signs used by Declarant or its agents in connection with original construction and sale within the property.

5. Hold Harmless and Indemnification. Each owner shall be liable to the Community Association for any damage to the General Common Areas or any equipment thereof which may be sustained by the reason of the negligence of said owner or of his guests or invitees, to the extent that any such damage shall not be covered by insurance.

6. Outside Installation. No outside radio pole or clothesline shall be constructed, erected or maintained on the property. No outside television antenna, wiring or installation or air conditioning or other machines shall be installed on the exterior of a building of the project or be allowed to protrude through the walls or roof of the building and no basketball backboards or fixed sports apparatus shall be allowed on the property except in accordance with standards set by the Design Review Committee.

7. View Obstruction. No vegetation or other obstruction shall be planted or maintained in a location or of such height as to unreasonably obstruct the view from any unit in the vicinity thereof. In the event of a dispute between owners of units as to the obstruction of a view from a unit, such dispute shall be submitted to the obstructing owners' Board of Directors whose decision in accordance with standards set by the Design Review Committee shall be binding.

8. Business or Commercial Activity. Permitted business or commercial activity within the General Common Areas shall be subject to the approval of the Executive Committee.

9. Temporary Structure. No temporary structure, boat, truck, trailer, camper or recreation vehicle of any kind shall be used as a living area while located on the Property.

10. Rubbish Removal. Trash, garbage, or other waste shall be disposed of only by depositing same into designated trash facilities. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefor.

11. Pet Regulations. Pets belonging to an owner, members of his family, guests, licensees, or invitees must, at all times while upon any General Common Area, be either kept on a leash being held by a person capable of controlling the animal, or otherwise under the direct control of such a person. Should any pet belonging to a unit owner or otherwise be found unattended or not being controlled as stated above, such pet may be removed by the Executive Committee or any person designated by them to a pound under the jurisdiction of the local municipality. Furthermore, any unit owner shall be absolutely liable to each and all remaining owners, their families, guests and invitees, for any damage to person or property caused by any pets brought or kept upon the Property by an owner, members of his family, guests, licensees, or invitees. Each owner of a pet shall be responsible for clean-up and removal from the Property of such

pet's excrement. The failure to comply with this section shall subject the violating unit owners' Member Association to a fine in an amount determined by the Executive Committee.

12. Vehicle Parking and Storage. No wrecked, inoperative, vandalized, or otherwise derelict appearing automobiles (as determined by the Executive Committee), and no trucks, trailers, mobile homes, truck campers, detached camper units, boats and commercial vehicles or other recreational vehicles shall be kept, placed, stored or maintained upon any Lot, Limited Common Area, street, Special Common Area, or Community Common Area, except within an enclosed garage or in designated recreational vehicle storage areas, unless specifically authorized by the Executive Committee. All allocation of parking spaces on Community Common Areas for recreational vehicles shall be made by the Executive Committee, whose decision shall be final. Commercial vehicles engaged in the delivery or pick-up of goods or services shall be exempted from the provisions of this paragraph providing that they do not remain within the Property in excess of the reasonable period of time required to perform such commercial function. In the event any owner, owner's invitee, guest or tenant shall in any respect violate any of the terms and conditions of vehicle parking contained herein, the Association may, subject to applicable Municipal Ordinances and State Statutes, upon twenty-four (24) hours posted notice upon said vehicle, cause said vehicle to be impounded or removed, either commercially or by the Association, at the owner's expense. If the Association itself should undertake such impoundment or removal, the chargeable cost of same may include reasonable impoundment, towing, and storage fees. All such impoundment, towing, and storage fees, including the cost to the Association to enforce same, and reasonable costs and attorney fees, shall be declared as a storage lien against said vehicle. Thereafter, the Association shall give notice to the affected owner, if any, and shall exercise reasonable diligence to give notice to the owner of said vehicle (if a different person and if such owner may be located), that in the event the owner of said vehicle shall fail to pay said charges, that said vehicle shall be sold to recover such fees pursuant to the laws of the State of Alaska.