

**FIRST AMENDMENT TO DECLARATION FOR**  
**BUCCANEER CONDOMINIUMS**  
(Unit 5 Addition/Individual Deck Maintenance)

Preamble

This amendment affects property previously dedicated as Buccaneer Condominiums by declaration recorded 2/26/80, in Book 475 at Page 596 (Document Reception No. 1980-007142-0), with the floor plans recorded under Plat No. 80-16, all records of the Anchorage Recording District, Third Judicial District, State of Alaska.

The declaration originally required the association to maintain common element balconies/decks outside the units, although owners have been permitted to uniquely modify their decks and this amendment therefore establishes that future deck maintenance of any kind shall be an individual unit owner expense.

Additionally, a prior owner of Unit 5 expanded the unit by constructing a two-story addition. After this amendment, the addition shall be considered part of the "Unit" as if originally constructed in that configuration with exterior structure and roof maintained at common expense.

The decks and addition may encroach into designated utility easements, in which case no assurance is made about the ability to obtain waivers or possible responsibility of individual owners to modify or remove encroachments in the future. Resolution of any issues related to encroachments (possibly including costs to remove any encroaching improvements) shall be the sole responsibility of the individual owner(s).

Effective April 1, 2018, the common interest ownership percentages (Allocated Interests) shall be based upon relative unit size, so that Unit 5's percentage increases to 18.7% and the other five Unit percentages decrease to 16.26% to compensate for Unit 5's 288 square foot addition. Pursuant to AS 34.08.150, these Allocated Interest percentages shall apply to common expenses, although each of the six units shall continue to have an equal allocated vote in all matters. This amendment shall take effect immediately upon recording.

## Amendment

Article V, Section 2(b) of the Declaration (Repair and Maintenance Duties of Unit Owner) is hereby amended by appending the bold underlined sentence as indicated below:

(b) All repairs of internal installations within each apartment such as water, light, gas, power, sewage, telephones, air conditioning, sanitation, doors, windows, lamps and all other fixtures and accessories belonging to such unit, including interior walls and partitions and the inner decorated or finished surfaces of the perimeter walls, floors and ceilings of such unit, shall be at the unit owner's expense. **Each individual owner shall also be responsible to all maintenance, repair or replacement of any deck or balcony attached to their unit, recognizing that association approval is required for any exterior modification or changes.**

The definition of "Unit" in Article II, Section 3 is hereby amended by appending the bold underlined language as indicated below:

3. **Unit.** Unit shall mean and include the elements of a condominium not owned in common with the owners of the other condominiums and the property; each of the apartments in a multi-family structure, each separately described and designated on Exhibit "B" which is attached and incorporated herein by this reference, shall be a separate freehold estate consisting of the space bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows, and doors of each apartment. In interpreting deeds, declaration and plans, the existing physical boundaries of the unit or units constructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the description expressed in the deed, plan or declaration, regardless of settling or lateral movement of the building and regardless of minor variances within boundaries as shown on the plan or on the deed and declaration and those of the building as constructed. Concurrently with the recording of this Declaration, a survey map and floor plan of the project is being filed in the Anchorage Recording District, Third Judicial District, State of Alaska, under

File No. \_\_\_\_\_, Plat No. 80-16, as modified by the attached Exhibit reflecting a two story addition to Unit 5.

Article XIV, Section 5 is amended to read as follows:

5. Valuation of Unit and Property and Voting Rights. Each unit described herein ~~is valued for the purpose of this Declaration shall be assigned Allocated Interests (based upon relative unit size)~~ as set forth in Amended Exhibit "D" (attached hereto). ~~The total value of such units being the value of property comprising the project.~~ Nevertheless, each unit owner may provide for additional improvements which may increase the actual cost or value of his unit. Such increase shall not allow the individual unit owner any greater interest in the common areas or greater vote. The percentage of ownership for each unit in the common areas and facilities and for all purposes ~~except including~~ voting is set forth in Exhibit "D". Each Unit shall continue to have one equal vote on all association matters.

Exhibit B to the declaration is amended by appending the following sentence to the end:

"Unit 5 Addition--The association approved a two story addition to Unit 5, which adds approximately 288 square feet of living space as shown on the attached Exhibit E."

Exhibit D is hereby repealed in its entirety and replaced with the attached "Amended Exhibit D."

All remaining provisions of the Declaration shall remain in full force and effect.

#### Certification

The undersigned president and secretary of Buccaneer Condominium Owners Association hereby certify this amendment was properly adopted in accordance with Article XI, Section 1 of the Declaration, and was approved by vote or agreement of the members of the association to which at least sixty-six and two-thirds (66 2/3%) of the Votes are allocated. This amendment shall take effect immediately upon recording.

In witness whereof, the undersigned have caused this First Amendment to Declaration to be executed this 31 day of May, 2018.

Buccaneer Condominium Owners Association

By: Kathy Schultz  
Its: President

By: K. Schultz  
Its: Secretary

State of Alaska )  
 ) ss.  
Third Judicial District )

THIS IS TO CERTIFY that the foregoing instrument was acknowledged before me on this 31<sup>st</sup> day of May, 2018, by, Kathy Schultz, the president of Buccaneer Condominium Owners Association, an Alaska corporation, on behalf of the corporation.

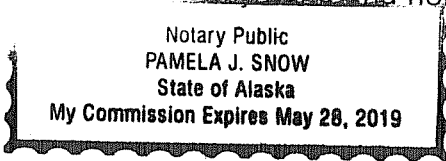
WITNESS my hand and notarial seal the day and year first hereinabove written.

Pamela J. Snow  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: 5-28-2019

State of Alaska )  
 ) ss.  
Third Judicial District )

THIS IS TO CERTIFY that the foregoing instrument was acknowledged before me on this 5<sup>th</sup> day of June, 2018, by, Keisty Schultz, the secretary of Buccaneer Condominium Owners Association, an Alaska corporation, on behalf of the corporation.

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



Pamela Joan Snow  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: 5-28-2019

Record in the ANCHORAGE Recording District

After recording, return to:  
Shane J. Osowski  
OSOWSKI LAW OFFICES, LLC  
800 E. Dimond Blvd., Suite 3-505  
Anchorage, AK 99515

Attached Exhibits:

Amended Exhibit D (Replaces Exhibit D to original Declaration)  
Exhibit E (Floor Plans Depicting Unit 5 Addition)