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DECLARATION
OF
BIG LAKE RESORT CONDOMINIUMS

AFTER RECORDATION RETURN TO:

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DECLARATION

BIG LAKE RESORT CONDOMINIUMS

Declarant, R & R Investments, LLC., an Alaska limited liability company, with an office at 1150 S. Colony Way, Suite 3, PMB 311, Palmer, Alaska 99645, does hereby submit the real property in Big Lake, Alaska, described in Schedule A-1, to the provisions of the Common Interest Ownership Act, Title 34, Chapter 8, of the Alaska Statutes, for the purpose of creating Big Lake Resort Condominiums, and making the Improvements shown in the Plat and Plans attached as Schedules A-3.

ARTICLE I

Definitions

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

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

Section 1.2 - Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability, and votes in the Association allocated to Units in the Common Interest Community. The Allocated Interests are described in Article VIII of this Declaration and shown on Schedule A-2.

Section 1.3 - Association. Big Lake Resort Condominiums Owners Association, Inc., a non-profit corporation organized under Title 10, Chapter 20 of the statutes of the State of Alaska. It is the Association of Unit Owners pursuant to Section 34.08.310 of the Act.

Section 1.4 - Bylaws. The Bylaws of the Association, as they may be amended from time to time.

Section 1.5 - Common Elements. Each portion of the Common Interest Community other than a Unit.

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

- (i) Expenses of administration, maintenance, repair or replacement of the Common Elements;
- (ii) Expenses declared to be Common Expenses by the Documents or by the Act;
- (iii) Expenses agreed upon as Common Expenses by the Association; and



(iv) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

Section 1.7 - Common Interest Community. The real property described in Schedule A-1, subject to the Declaration of Big Lake Resort Condominiums.

Section 1.8 - Declarant. R & R Investments, LLC., an Alaska limited liability company or its successor as defined in Subsection 34.08.990(12) of the Act.

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

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

Section 1.11 - Documents. The Declaration, Plat and Plans recorded and filed pursuant to the provisions of the Act, the Bylaws, and the Rules as they may be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document.

Section 1.12 - Eligible Insurer. An insurer or guarantor of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Unit. Such notice shall be deemed to include a request that the eligible insurer be given the notices and other rights described in Article XVII.

Section 1.13 - Eligible Mortgagee. The holder of a first Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVII.

Section 1.14 - Executive Board. The board of directors of the Association.

Section 1.15 - Improvements. Any construction, structure, fixture or facilities 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 Declarant, a Unit Owner or the Association, paving, utility wires, pipes, and light poles.

Section 1.16 - Limited Common Elements. The portion of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units by the Declaration or by operation of Subsections (2) and (4) of Section 34.08.100. The Limited Common Elements in the Common Interest Community are described in Article V of this Declaration.

Section 1.17 - Majority or Majority of Unit Owners. The owners of more than fifty percent (50%) of the votes in the Association.

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



Section 1.19 - Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 23.1 of this Declaration.

Section 1.20 - Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 23.2 of this Declaration.

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

Section 1.22 - Plans. The plans filed with this Declaration as Schedule A-3, as they may be amended from time to time.

Section 1.23 - Plat. The plat filed with this Declaration as Schedule A-3, as it may be amended from time to time.

Section 1.24 - Property. The land, all Improvements, easements, rights and appurtenances which have been submitted to the provisions of the Act by this Declaration.

Section 1.25 - Public Offering Statement. The current document prepared pursuant to 34.08.530 of the Act as it may be amended from time to time, and provided to purchasers.

Section 1.26 - Rules. Rules for the use of Units and Common Elements and for the conduct of persons within the Common Interest Community, adopted by the Executive Board pursuant to this Declaration.

Section 1.27 - 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 a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.28 - Special Declarant Rights. Right 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, signs advertising the Common Interest Community, and models; (c) use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community or (d) appoint or remove an officer of the Association or any Executive Board member during any period of Declarant control.

Section 1.29 - Trustee. The entity which may be designated by the Executive Board as the Trustee for the receipt, administration, and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources as defined in the Bylaws. If no Trustee has been designated, the Trustee will be the Executive Board from time



to time constituted, acting by majority vote, as executed by the president and attested by the secretary.

Section 1.30 - Unit. A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Section 4.2 of this Declaration.

Section 1.31 - 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 this Declaration.

ARTICLE II

Name and Type of Common Interest Community and Association

Section 2.1 - Common Interest Community. The name of the Common Interest Community is Big Lake Resort Condominiums. Pursuant to 34.08.130 (a)(1), the Common Interest Community of Big Lake Resort Condominiums are condominiums.

Section 2.2 - Association. The name of the Association is Big Lake Resort Condominiums Homeowners Association, Inc.

ARTICLE III

Description of Land

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

ARTICLE IV

Maximum Number of Units; Boundaries

Section 4.1 - Maximum Number of Units. The Common Interest Community upon creation contains twenty-three (23) Units. No other Units may be created by the Declarant.

Section 4.2 - Boundaries. Boundaries of each Unit created by the Declaration are shown on the Plat and Plans as numbered Units with their identifying number and are described as follows:

(a) Upper Boundary: The horizontal or sloping plane or planes of the unfinished lower surfaces of the ceiling bearing structure surfaces, beams and rafters, extended to an intersection with the vertical perimeter boundaries.

(b) Lower Boundary: The horizontal plane or planes of the undecorated or unfinished upper surfaces of the floors, extended to an intersection with the vertical perimeter boundaries and open horizontal unfinished surfaces of trim, sills, and structural components.

(c) Vertical Perimeter Boundaries: The planes defined by the inner surfaces of the studs and framing of the perimeter walls; the unfinished inner surfaces of poured concrete walls; the



unfinished surfaces of the interior trim, and thresholds along perimeter walls and floors; the unfinished interior surfaces of closed windows and closed perimeter doors; and the innermost unfinished planes of all interior bearing studs and framing of bearing walls, columns, bearing partitions, and partition walls between separate Units.

(d) Inclusions: Each Unit will include the spaces and Improvements lying within the boundaries described in Sections 4.2(a), 4.2(b), and 4.2(c), above, and will also include the spaces and the Improvements within such spaces containing any heating, water heating apparatus, smoke detector systems and all electrical switches, wiring, pipes, ducts, conduits, smoke detector system and television, telephone, and electrical receptacles and light fixtures and boxes serving that Unit exclusively, the surface of the foregoing being the boundaries of such Unit, whether or not such spaces are contiguous.

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

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

ARTICLE V Limited Common Elements

The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

(a) If a chute, flue, pipe, duct, wire, conduit, bearing wall, bearing column or other fixture lies partially within and partially outside the designated boundaries of a Unit, the portion serving only the Unit is a Limited Common Element, allocated solely to the Unit, the use of which is limited to that Unit, and any portion thereof serving more than one Unit or a portion of the Common Elements is a part of the Common Elements.

(b) Any doorsteps, entryways, walkways, patios and decks designed to serve a single Unit that are located outside the boundaries of the Unit, are Limited Common Elements allocated exclusively to the Unit and their use is limited to that Unit.

(c) Chimneys and the flue thereof will be Limited Common Elements allocated to the Unit containing the fireplace.

(d) Exterior and Garage Parking spaces, the use of which is limited to the Unit as shown on the Plat and Plans.



(e) Stairways and hallways leading to the front entry of the Unit, the use of which is limited to the Unit as shown on the Plat and Plans.

(f) Detached garages, the use of which is limited to the Unit as shown on the Plat.

(g) Dock slips the use of which is limited to the Unit as shown on the Plat.

(i) Dock Slip Boundaries. Each Limited Common Element dock slip is shown and numbered on the Plat. Each dock slip is a rectangular cube containing water and airspace. The lower boundary of each dock slip is a horizontal plane one (1) foot above the submerged land area beneath the dock slip. The upper boundary of each dock slip is a horizontal plane fifty (50) feet above the surface of the water. The sides of each dock slip are vertical planes corresponding to the perimetric boundaries depicted on the Plat for each dock slip.

(ii) Dock Slip Inclusions and Exclusions. Each dock slip will include the space lying within the boundaries described in Section 5(g)(i) above. Each dock slip shall exclude the land area beneath the dock slip and any Improvements such as fingers, floats, and piles.

(i) Arctic Entryways the use of which is limited to the Units as shown on the Plat and Plans.

(j) Headbolt Heaters the use of which is limited to the Units 1 through 5 located in the South building.

ARTICLE VI

Maintenance, Repair and Replacement

Section 6.1 - Common Elements. The Association shall maintain, repair and replace all of the Common Elements, except for certain Limited Common Elements, which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners. Common Expenses associated with the cleaning, maintenance, repair or replacement of Limited Common Elements which are not the specific maintenance responsibility of a Unit or Units or a maintenance expense of the Association which is to be specifically assessed to the Unit Owner or Owners to whose Unit the Limited Common Element is appurtenant will be assessed against all Units in accordance with their Allocated Interests in the Common Expenses. If the maintenance responsibility for any Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element will be assessed and shared equally among the Units to which it is assigned.

(a) Certain Limited Common Elements to be maintained by the Association and assessed to the Units. The Association shall maintain, repair, and replace the Limited Common Element exterior walkways, parking spaces, entryways, patios, decks, detached garage building



exterior, docks and the interior hallways, stairways and arctic entryways and assess the cost against the Unit or Units to which such Limited Common Elements are assigned.

(b) Maintenance, Repair, and Replacement Obligations of Unit Owners with Respect to Certain Limited Common Elements. Unit Owners are responsible for the removing all cut leaves, dirt, snow and debris from their entryway, deck area, patio area and shall also maintain the interior space within their garages, which are Limited Common Elements appurtenant to his or her Unit.

Section 6.2 - Units. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit.

Section 6.3 - Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time. The Association or its Manager shall maintain a master key system for the Property. No Unit Owner shall re-key their Unit without coordination with the Manager.

Section 6.4 - Repairs Resulting from Negligence. Each Unit Owner will reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally or negligently by the Unit Owner or by his or her failure to properly maintain, repair or make replacements to his or her Unit. The Association will be responsible for damage to Units caused intentionally or negligently by the Association or by its failure to maintain, repair or make replacements to the Common Elements. If such expense is caused by misconduct, it will be assessed following Notice and Hearing.

Section 6.5 - No additional component or element may be attached without consent of the Executive Board. No additional component or element may be attached to any Common Element without the written consent of the Executive Board. In the event that any additional component or element of a Limited Common Element attached thereto by the Unit Owner becomes deteriorated or unsightly or is inconsistent with conditions of installation it may be removed or repaired at the Unit Owner's expense as a Common Expense Assessment under this section, after Notice and Hearing.

ARTICLE VII Special Declarant Rights

Section 7.1 - Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Common Interest Community:

- (a) To complete Improvements indicated on Plat and Plans filed with the Declaration;



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

(c) To use easements through the Common Elements for the purpose of completing Improvements within the Common Interest Community;

(d) To appoint or remove an officer of the Association or an Executive Board member during a period of Declarant control subject to the provisions of Section 7.6 of this Declaration.

(e) To assign Limited Common Element dock slips, garages and parking spaces to Units at the Declarant's discretion.

Section 7.2 - Models, Sales Offices and Management Offices. As long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model Unit or sales office or management office.

Section 7.3 - Construction; Declarant's Easement. The Declarant reserves the right to perform warranty work, and repairs and construction work, and to store materials in secure areas, in Units and Common Elements, and the further right to control all such work and 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 or exercising Special Declarant Rights, whether arising under the Act or reserved in the Declaration.

Section 7.4 - Signs and Marketing. The Declarant reserves the right to post signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Unit Owners.

Section 7.5 - Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove from the property, promptly after the sale of the last Unit, any and all goods and Improvements used in marketing and construction, whether or not they have become fixtures.

Section 7.6 - Declarant Control of the Association.

(a) Subject to Subsection 7.6(b), there shall be a period of Declarant control of the Association, during which a 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 Units to Unit Owners other than a Declarant;



(ii) two (2) years after all Declarants have ceased to offer Units for sale in the ordinary course of business;

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

A Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board, as described in a recorded instrument 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 Units to Unit Owners other than a Declarant, and in any event no later than one (1) year after conveyance of the first Unit to a Unit Owner other than Declarant, at least one member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the units to unit owners other than a Declarant, not less than thirty-three-and-one-third percent (33-1/3%) of the members of the Executive Board must be elected by Unit Owners other than the Declarant.

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

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

Section 7.7 - 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 until the earliest of the following events occur:

- (a) So long as the Declarant is obligated under any warranty or other obligation;
- (b) So long as the Declarant owns any Unit;
- (c) So long as the Declarant holds any mortgage on any Units; or
- (d) For five (5) years after this Declaration is recorded.

Earlier termination of certain rights may occur by statute.



Section 7.8 - Interference with Special Declarant Rights. Neither the Association nor any Unit Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

ARTICLE VIII
Allocated Interests

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

Section 8.2 - Formulas for the Allocation of Interests. For the purposes of allocation; (i) the allocable share of each Unit with a Limited Common Element arctic entry shall be twenty-five percent (25%) of the area of the arctic entry ("AE"); (ii) the allocable share of each Unit's Limited Common Element garage parking space shall be the interior square footage area of the garage parking space appurtenant to their Unit ("GPS"). The interests allocated to each Unit have been calculated on the following formulas:

(a) Undivided Interest in the Common Elements. Each Unit in the Common Interest Community shall have that percentage of undivided interest in the Common Elements based on the relative interior square footage area of each Unit together with their appurtenant Limited Common Element GPS and AE as compared to the floor area for all Units, GPS's and AE's in the Common Interest Community. Each Unit's percentage share of the Common Elements shall be calculated by dividing the square footage of a Unit and its appurtenant GPS and AE by the total square footage for all Units, GPS's and AE's. Allocations are subject to rounding off to result in one hundred percent (100% allocation). For example, the Unit Owner of a Unit, GPS and AE totaling two thousand square feet (2,000 sf) within a Common Interest Community totaling twenty thousand square feet (20,000 sf), shall have an undivided ten percent (10%) interest in the Common Elements.

(b) Liability for the Common Expenses. Common Expenses shall be divided into two categories as follows:

(i) List A Common Expenses; Insurance expense, roof, deck and building maintenance, repair and replacement, septic system pumping, interior and exterior paint expense, trash removal and natural gas expense. .

(ii) List B Common Expenses; Maintenance, repair and replacement of landscaping, docks, firepit, gazebo, exercise room, playground and parking lot; snow removal, janitor service for interior Common Elements, septic system monitoring expense, Common Element electric expense, all well expenses, Common Element cable television and all administrative expenses.



The percentage of liability for List A Common Expenses shall be allocated to each Unit based on the relative floor area of each Unit together with its appurtenant GPS and AE as compared to the floor area for all Units, GPS's and AE's in the Common Interest Community. Each Unit's percentage share of the Common Expenses shall be calculated by dividing the square footage of a Unit and its appurtenant GPS and AE by the total square footage for all Units, GPS's and AE's. Allocations are subject to rounding off to result in one hundred percent (100%) allocation). For example, the Unit Owner of a Unit, GPS and AE totaling two thousand square feet (2,000 sf) within a Common Interest Community totaling twenty thousand square feet (20,000 sf), shall be responsible for ten a percent (10%) share of the Common Expenses. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article XVIII of this Declaration. List B Common Expenses shall be allocated equally to all Units.

(c) Votes. Each Unit in the Common Interest Community shall have one equal Vote. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the votes as allocated in Schedule A-2.

ARTICLE IX
Restrictions on Use, Alienation and Occupancy

Section 9.1 - Use and Occupancy Restrictions. Subject to the Special Declarant Rights reserved under Article VII, the following use restrictions apply to all Units and to the Common Elements:

(a) Residential Use. Each Unit is restricted to residential use as a single-family residence including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign indicating commercial or professional uses may be displayed outside a Unit. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more permanent occupants than two per bedroom.

(b) The use of Units and Common Elements is subject to the Bylaws and the Rules of the Association.

(c) Each Unit Owner shall keep their Unit and the Limited Common Elements that they are responsible to maintain, in a good state of preservation and cleanliness.

(d) Nuisance. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done therein which may become an annoyance or nuisance to the neighborhood. Motor bikes, motorcycles and automobiles shall have operable mufflers. Use of snow machines, three wheelers or four wheelers, all terrain vehicles or motorcycles within the Community is limited to ingress and egress of Property. Unit Owners with Pets shall contain or control their animals to the extent



necessary to prevent their becoming a nuisance to other Unit Owners, including, but not limited to barking dogs.

(e) Immoral and Improper Use. No immoral, improper, offensive or unlawful use may be made of the Units, and Unit Owners shall comply with and conform to applicable Federal and State of Alaska laws and regulations and all ordinances, rules and regulations of the Matanuska Susitna Borough. The violating Unit Owner shall hold the Association and other Unit Owners harmless from fines, penalties, costs and prosecutions for the violation thereof or non-compliance therewith.

(f) Signs. Except for Community Common Element monument, parking and street signage, no signs whatsoever shall be displayed to the public view except a sign of not more than five (5) square feet advertising the property for sale or rent, or a sign used by the Declarant to advertise the Property during the Unit sales or construction period.

(g) Garbage and Refuse Disposal. No garbage cans or trash containers shall be placed outside Units. No accumulation of rubbish, debris or unsightly materials shall be permitted in the Common Elements or Limited Common Elements. All trash shall be placed in dumpsters at dumpster locations to be designated by the Executive Board or the Manager. Trash pickup will be from dumpster locations only and such areas shall be kept neat, clean and free of debris. Long term storage of rubbish in the Units shall not be allowed. No portion of the Property shall be used for the storage of building materials, refuse, or any other materials. No outside burning of trash or garbage is permitted.

(h) Parking and Vehicles and Storage

(i) Limited Common Element parking spaces designated for each Unit may be used as a parking space for vehicles including recreational vehicles, trailers, motorcycles, and all terrain vehicles, in accordance with the Rules. Any vehicle parked in a parking space must be properly licensed and in operating condition.

(ii) Unauthorized parking and storage of vehicles, watercraft, recreation vehicles and personal property on the Property is prohibited. A Unit Owner who does not remove a vehicle or personal property after receipt of notification from the Association may be fined or their property or vehicle may be removed from the Property. All costs incurred in such removal and disposal shall be charged to the said Unit Owner.

(iii) Guests of Unit Owners shall park their vehicles in designated guest parking areas only. Guest parking shall not exceed three days within a seven day time period. Guests of Unit Owners exceeding the three day time period, shall park in the Unit Owner's Limited Common Element parking space.

(iv) Repair, restoration or disassembly of vehicles shall be permitted within a Limited Common Element garage parking space only. Emergency repairs, to the extent necessary to enable movement of the vehicle to a proper



repair facility may be conducted elsewhere on the property.

(v) No junk vehicle shall be parked within Limited Common Elements or Common Elements. A junk vehicle is a vehicle which is missing essential parts, such as, but not limited to, tires, wheels, engine, brakes, windows, lights and lenses, exhaust system, and such other parts that are necessary for the legal operation of a vehicle.

(vi) No commercial vans or business related vehicles (e.g., dump trucks), or heavy equipment such as bulldozers and graders may be kept on the Limited Common Elements or Common Elements. Storage of equipment, materials or merchandise used or to be sold in a business or trade shall be contained within a Unit.

(vii) No vehicle other than a vehicle operated by or for a disabled person may be parked in any space reserved for disabled persons.

(viii) Unit Owner and guest watercraft shall only be moored in that Unit Owner's (LCE) dock slip.

(i) Dock Slips

(i) Children under ten years of age are not permitted on the dock slips without the immediate supervision of their parents or other responsible adults.

(ii) Diving, running or playing is not permitted from the dock slips

(iii) Use of charcoal grills is not permitted on boats, the dock or on any of the Common Elements. Barbecue grills may be used concrete patio areas.

(iv) No dumping of marine waste is permitted. Watercraft holding tanks shall be dumped at pump out facilities for such purposes.

(v) No boat operated from a dock slip shall be used for commercial purposes.

(vi) Boats shall be maintained in clean and orderly condition. Dock slips shall be kept clean, and clear of any hazard.

(vii) Boat Ramp. Unit Owners utilizing the launch ramp shall immediately remove their cars and trailers to their Limited Common Element designated parking spaces. Mooring, bathing and fishing are not permitted at the boat ramp.

(viii) Boat Repairs. No major repair or reconstruction work is permitted in or at any dock slip. Minor repairs or other work on a boat shall be performed after 8:00 a.m. and before 7:00pm, except in the case of emergency repairs to keep a boat afloat.

(A) Tools and equipment shall not obstruct access by other Unit Owners to their dock slips.



(B) No materials used in or for maintenance work, such as solvents, paints, sandpaper, and other non-biodegradable materials shall be permitted to enter the water or shoreline of Big Lake.

(C) Spray painting, welding, burning, and other hazardous activities are strictly prohibited on the dock or in dock slips.

(ix) Fire Safety. No Unit Owner shall use or permit his or her boat to be used or maintained in a manner as to create or constitute a potential fire hazard.

(x) Fueling: No fueling of boats shall be permitted within the dock slips.

(xi) Hazardous Substances: No Unit Owner shall dump, discharge or pump oil, spirits, gasoline, diesel, distillate, any petroleum product, any other flammable materials, detergent, cleaning solutions or any substance into Big Lake from a dock slip, or on any land adjacent to Big Lake. Combustible materials shall not be disposed of on the Property and shall be removed for proper disposal at a facility authorized to receive such combustible materials.

(xii) Quiet hours shall be the period of time during which no activities shall be permitted in the dock area. Quiet hours shall be determined by the Board.

(xiii) Storms. In the event of storm conditions, a boat shall be moored in a manner that will not jeopardize the safety of adjacent boats. All loose objects on the boat shall be either removed or sufficiently tied down to withstand winds. It is the obligation of every boat owner to adequately secure his boat so that it does not present a hazard to other boats.

(xiv) Speed. No boat shall be operated in the vicinity of the dock slips at a speed that creates a wake that will disturb other boats docked or moored or cause destruction of the shoreline. All boats shall observe a 5 mph speed limit when approaching the dock slips.

(xv) Winter Removal. All boats shall be removed from their dock slips no later than October 15th annually for the winter season.

(xvi) Fines. The Association shall notify Unit Owners if their boats and dock slips are in violation of the Rules. Owners who fail to take corrective action may be assessed a fine.

(i) Natural Resource Operations. No oil, gas or natural resource drilling, development operations, refining, quarrying or mining operations whatsoever shall be permitted on a Unit, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in a Unit. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on a Unit.



(j) Limited Common Element Decks and Unit Windows. Unit Owners shall exercise extreme caution and ensure that items located within or on their Limited Common Element deck or in a Unit window area, are securely fastened so as not to drop or fall from their location.

(i) Equipment including satellite dishes or satellite antennae and personal property and plants, shall not protrude beyond the deck boundary nor be placed on or hung from a deck railing.

(ii) Flammable materials or appliances, including but not limited to barbecue units, smokers, portable fireplaces or fire-pits are expressly prohibited on Unit decks.

(iii) Barbecue units situated on concrete patio areas are permitted.

(ii) Plants on plant shelves are permitted within deck areas provided they do not exceed the height of the deck rail. Plants may be hung within the boundary of the deck area and must be securely anchored so as not to create a safety hazard. Such visible hanging plants on a deck must not have an offensive appearance and dead plants are not permitted.

(iii) Storage of bicycles and gym equipment, boxes, tires, ladders, cleaning supplies (such as mops), garbage, trash containers, appliances (such as refrigerators) and storage cabinets is prohibited on Unit decks and Unit patios.

(iv) No article, such as towels, rugs, or clothing may be hung or shaken from a deck or window. Air conditioners are expressly prohibited in window locations.

(v) No shades or blinds may be hung from a deck or within the deck area.

(vi) No light fixtures may be installed on a deck except Association approved light fixtures and temporary holiday lights commencing the day after Thanksgiving and shall be removed no later than February 1st.

(k) Antennas and Satellite Dishes.

(i) In accordance with Federal Communications Commission ("FCC") Regulations, under the Telecommunications Act of 1996, Unit Owners have a limited right to install a satellite dish or receiving antenna within their Units or on the roof of their Units or within the boundary of their Limited Common Element deck area. The Declarant is permitted by FCC Regulations to impose reasonable restrictions relating to such installation and Unit Owners must comply with the restrictions as a condition of installing such equipment. The intent is to permit satellite dish or antenna installation and concurrently maintain the existing



architectural integrity, harmony of general design and character of Big Lake Resort Condominiums.

(ii) Color Options. Satellite dish color shall be neutral tones of gray only. No commercial advertising on the Satellite Dish itself is permitted other than the brand name.

(iii) Satellite Placement and Wiring. Unit Owners may place a single satellite dish on the Common Element roof directly over their Unit or on their Limited Common Element deck area. Roof or deck penetration providing satellite wiring connectivity to the satellite dish shall be completed in a professional workmanlike manner by a licensed bonded and insured installer, approved by the Association and such approval shall not be unreasonably withheld. Installation shall not interfere with cable, telephone or electrical systems of neighboring Units.

(iv) Location. If a Unit Owner chooses to locate a satellite dish on the roof, it shall be installed so as not to protrude beyond four feet (4') above the roof line of the Unit. If a Unit Owner chooses to locate a satellite dish on their deck area, the satellite dish or antenna shall not be placed on or hung from a deck railing or protrude beyond the Limited Common Element deck or patio boundary. Installation in or on the Common Elements, except upon the roof is strictly prohibited.

(v) Maintenance. No satellite or antenna installation on the roof or deck areas shall be permitted to fall into disrepair or to become unsightly. Unit Owners have the sole responsibility of maintaining the installation and repair of their satellite dish, antenna and related equipment. In the event that a satellite dish or antenna installed on the roof or deck areas by the Unit Owner becomes deteriorated or unsightly or is inconsistent with conditions of installation it may be removed or repaired at the Unit Owner's expense.

(vi) Removal and Damages. If a satellite dish, antenna and other related equipment is removed, any damage to the Common Elements or Limited Common Elements of the Unit must be repaired. The Owners Association may repair damages not repaired by the Unit Owner and assess reasonable costs against the Unit Owner. Upon the sale and transfer of a Unit that includes a satellite dish as part of the sale transaction, the new Unit Owner shall assume responsibility for the existing satellite dish or antenna.

(l) Mailboxes and Newspaper Tubes. Unit Owners shall use cluster mailboxes approved by the U.S. Postal Service and provided for the Community. Newspaper stands and receptacles are not permitted.



(m) Water and Sewer and Septic System.

(i) Units Owners shall not pour grease, oils or cooking fat residues into sinks, garbage disposal units or other drains connecting to the septic system.

(ii) No diapers, sanitary napkins, newspapers, solid rags or paper towels are to be disposed in toilets. No used oil, oil-based paints, solvents or other chemicals are to be disposed into the Community sewer lines, water lines, storm drains or drainage ditches and septic system.

(iii) No individual well, water system, or septic system shall be allowed.

(n) Pets. No animals, livestock, or poultry shall be kept on a Unit 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 for commercial purposes or in unreasonable quantities.

(i) Two (2) domestic pets, being either two (2) dogs or two (2) cats or one (1) dog and one (1) cat, of gentle disposition may be kept in a Unit.

(ii) Unit Owner's shall hold the Association harmless from all claims resulting from the actions of his or her pet. No vicious dog shall be kept in a Unit or permitted on the Property.

(iii) Unit Owners shall be responsible for keep their Units and Limited Common Element areas free and clear of pet feces and for removing their pet's animal feces from all areas of the Common Interest Community.

(iv) Pets shall be leashed and kept under control at all times, when outside a Unit. Pets shall be licensed, vaccinated and maintained in accordance with Matanuska Susitna Borough regulations.

(v) Pets causing or creating a nuisance or unreasonable disturbance or noise so as to interfere with the rights, comfort or convenience of other Unit Owners shall be permanently removed from the Property upon three (3) days' written Notice and Hearing from the Executive Board. Pets in the control of Unit Owners that are repeat offenders of the pet rules may be deemed a nuisance, and upon demand of the Board of Directors shall be permanently removed from the Community.

(v) No pets shall be allowed in a Unit which has been leased.

(o) Window Coverings. Unit Owners shall install only window coverings which are white, neutral or light in color when viewed from the outside. No window shall be covered with garments, sheets, blankets, aluminum foil or similar materials.

(p) Holiday Lighting. Temporary decorative holiday lighting is permitted commencing the day after Thanksgiving and shall be removed no later than February 1st. Such lighting may be displayed at the either in the window or at the Limited Common



Element entryway and porch areas appurtenant to each Unit. No holiday lighting is permitted on the Common Elements without approval from the Board.

(q) Leasing. Each lease shall be filed with the Association, and written notice given of commencement and termination of possession. If there is no written Lease, the Unit Owner shall file with the Association a written statement describing the terms of the lease agreement for the Owner's Unit no later than five (5) days before possession of the Unit by the tenant. Each lessee will incorporate the terms and restrictions of the Documents as a personal obligation of the tenant. Each lease will attorn to the Association as landlord solely for the purpose of enforcing the restrictions of the Documents following Notice and Hearing to the Unit Owner/landlord, and an opportunity to cure the violation, and then by direct levy, injunction and/or eviction by summary process, against the tenant. The Association will not otherwise assume the responsibilities or obligations of the landlord. The Association will have the right and power to exercise the landlord's rights of summary eviction against any tenant of the Unit Owner who violates the restrictions of the Documents, provided the landlord has received Notice and Hearing and is given a reasonable opportunity to cure the violation following the Hearing. A copy of all written occupancy agreements conforming to the foregoing requirements shall be submitted to the Executive Board to verify compliance with these requirements.

(r) Landscaping & Perimeter Fencing. Unit Owners shall not alter or disturb Common Element landscaping without approval of the Board.

(s) Utility and Drainage Easements. The obstruction or re-channeling of drainage flows after the original location and installation of drainage swales, storm sewers, or storm drains is not permitted, except that the Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of a Unit without the Owner's consent. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat as shown on **Schedule A-3**.

(t) Sports Equipment. Basketball hoops, backboards, baseball cages, volleyball nets and recreation apparatus shall be portable and stored out of sight from the street and other adjoining Unit Owners during the winter season. No permanent basketball hoops, backboards, baseball, soccer or hockey cages or recreation apparatus may be attached to the Common Elements without the approval of the Board.

Section 9.2 - Restrictions on Alienation. A Unit may not be conveyed pursuant to a time-sharing plan.

ARTICLE X Easements and Licenses

Section 10.1 – Easement for Ingress and Egress Through Common Elements. Each Unit Owner has an easement in common with each other Unit Owner for Ingress and Egress through all Common Elements, subject to such reasonable rules, regulations and restrictions as may be



imposed by the Association. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same.

Section 10.2 – Easements for Encroachments. In the event any portion of the Common Elements encroaches upon any Unit or any Unit encroaches upon the Common Elements or another Unit as a result of the reconstruction, repair, shifting, settlement or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

Section 10.3 – Recorded Easements and Licenses. All recorded easements or licenses to which the Common Interest Community is presently subject are recited in Schedule A-1 to this Declaration or are shown on the Plat

ARTICLE XI

Allocation and Reallocation of Limited Common Elements

(a) A Common Element not previously allocated as a Limited Common Element may be so allocated only pursuant to provisions in Article 23.2 of the Declaration. The allocations will be made by amendments to the Declaration, specifying to which Unit or Units the Limited Common Element is located.

(b) All amendments shall specify to which Unit or Units the Limited Common Element is allocated.

(c) No Limited Common Element depicted on the Plat or Plans may be reallocated by an amendment to this Declaration except pursuant to this Article XI or as part of a relocation of boundaries of Units pursuant to Article XIII of this Declaration.

(d) Such amendment shall require the approval of all holders of Security Interests in the affected Units, which approval shall be endorsed thereon. The person executing the amendment shall provide an executed copy thereof to the Association, which, if the amendment complies with the provisions of this Declaration and the Act, shall record it. The amendment shall contain words of conveyance and must be recorded and indexed in the names of the parties and the Common Interest Community.

(e) The parties executing the amendment shall be responsible for the preparation of the amendment and shall reimburse the Association for its reasonable attorneys' fees in connection with the review of the amendment and for the recording costs.

(f) Re-allocation of Limited Common Element Garage Parking Spaces.

(i) Except for Units 204 and 306, which do not have Limited Common Element garage parking spaces, Units shall have a minimum of one (1) Limited Common Element garage parking space. Units with more than one (1) garage parking space may sell or transfer one (1) garage space to another Unit Owner.



(ii) A sale or transfer of a Limited Common Element garage space shall be to another Owner of a Unit in the Community only and shall thereafter be a Limited Common Element appurtenant to the Unit to which it was transferred. No other transfer or sale of a garage parking space is permitted. Garage spaces expressly shall not be sold or transferred without being described in the conveyance as a transferred Limited Common Element appurtenant to a Unit in the Community.

(iii) Reallocation of a Limited Common Element garage parking space shall be pursuant to amendment and approval procedures provided for in this Article XI (b) through (e). All expenses for the preparation of the amendment and plat for reallocation of a garage parking space shall be paid by the transferor Unit Owner.

(iv) There is reserved to Unit 04 the right in its sole discretion to assign one of its limited common element garage parking spaces to another Unit in the Community.

(v) There is reserved to Unit 05 the right in its sole discretion to assign one of its limited common element garage parking spaces to another Unit in the Community.

ARTICLE XII

Additions, Alterations and Improvements

Section 12.1 - Additions, Alterations and Improvements by Unit Owners.

(a) No Unit Owner will make any structural addition, structural alteration, or Improvement in or to the Common Interest Community without the prior written consent thereto of the Executive Board in accordance with Subsection 12.1(c).

(b) Subject to Subsection 12.1(a), a Unit Owner:

(i) May make any other Improvements or alterations to the interior of his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community;

(ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community, without the permission of the Association;

(iii) After acquiring an adjoining Unit or an adjoining part of an adjoining unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Common Interest Community. Removal of partitions or creation of apertures under this subsection is not an alteration of boundaries

(c) A Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Subsection 12.1(a) or 12.1(b). The Executive



Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of its rules.

(d) Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, sub-contractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

(e) All additions, alterations and Improvements to the Units and Common Elements 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 Units other than those affected by such change. All additions, alterations and improvements to the Units and the Common Elements shall be in accordance with the Plat attached as Schedule A-3.

The provisions of this Section shall not apply to the Declarant in the exercise of any Special Declarant Right.

Section 12.2 - Additions, Alterations and Improvements by Executive Board. Subject to the limitations of Sections 18.4 and 18.5 of this Declaration, the Executive Board may make any additions, alterations or Improvements to the Common Elements which, in its judgment, it deems necessary.

Section 12.3 - Improvements Within Limited Common Elements. Unit Owners may make exterior Improvements within or as a part of their Limited Common Elements, provided they are undertaken with the permission of the Executive Board or a covenants control committee established for such purpose, if any, following submission of complete plans and a review by the Executive Board as to consistency with Improvements originally constructed by the Declarant, and consistent with the style and character of the Common Interest Community. No approval will be awarded without Notice and Comment given to the Unit owners. It is the intent to provide for limited individualization of the appearance of Limited Common Elements while retaining a style consistent with the character of the Common Interest Community.

The applicant will pay for the cost of preparation of the application, the cost of professional review, if deemed required by the review entity, and all costs of permits and fees.

ARTICLE XIII

Relocation of Boundaries Between Adjoining Units

Section 13.1 - Application and Amendment. Subject to approval of any structural changes and required permits pursuant to Article XII, the boundaries between adjoining Units may be relocated by an amendment to the Declaration upon application to the Association by the owners of the Units affected by the relocation. If the owners of the adjoining Units have specified a



reallocation between their Units of their Allocated Interests, the application shall state the proposed reallocations. Unless the Executive Board determines, within thirty (30) days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocations and indicates the Association's consent. The amendment must be executed by those Unit Owners and contain words of conveyance between them, and the approval of all holders of Security Interests in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

Section 13.2 - Recording Amendments. The Association shall prepare and record Plats or Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers.

The applicants will pay for the costs of preparation of the amendment, Plat and Plans recording costs, and the reasonable consultant fees of the Association if it is deemed necessary to employ a consultant by the Executive Board.

ARTICLE XIV Amendments to Declaration

Section 14.1 - General. Except in cases of amendments that may be executed by the Association under Article XI of this Declaration and Section 34.08.740 of the Act, or by certain Unit Owners under Article XI and Section 13.1 of this Declaration and 34.08.260 of the Act, and except as limited by Section 14.4 and Article XVII of this Declaration, this declaration, including the Plat and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

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

Section 14.3 - Recordation of Amendments. Each amendment to the Declaration must be recorded and the amendment is effective only upon recording. An amendment, except an amendment pursuant to Article XIII of this Declaration, must be indexed in the grantee's index in the name of the Common Interest Community and the Association and in the name of the parties executing the amendment.

Section 14.4 - When Unanimous Consent Required. Except to the extent expressly permitted or required by other provisions of the Act and this Declaration, an amendment may not create or increase Special Declarant Rights, increase the number of Units, change the boundaries of a Unit, the Allocated Interests of a Unit, or the uses to which a Unit is restricted, in the absence of unanimous consent of the Unit Owners.

Section 14.5 - Execution of Amendments. An amendment to the Declaration required by the Act to be recorded by the Association, which has been adopted in accordance with this Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the



Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 14.6 - Special Declarant Rights. Special Declarant Rights pursuant to Article VII may not be amended without the consent of the Declarant.

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

ARTICLE XV
Amendments to Bylaws

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

ARTICLE XVI
Termination

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

ARTICLE XVII
Mortgagee Protection

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

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

Section 17.3 - Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

- (a) Any condemnation loss or any casualty loss exceeding \$10,000 which affects a portion of the Common Interest Community or any Unit in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;



(b) Any delinquency in the payment of Common Expense assessments owed by an Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 18.4; and

(e) Any judgment rendered against the Association.

Section 17.4 - Consent Required.

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

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

(ii) Voting rights;

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

(iv) Responsibility for maintenance and repairs;

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

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

(vii) Boundaries of Units except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding Security Interests in such Unit or Units must approve such action;



(viii) Conversion of Units into Common Elements or Common Elements into Units;

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

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

(xi) Leasing of Units;

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

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

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

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

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

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

(i) Convey or encumber the Common Elements or any portion thereof (as to which an eighty percent (80%) Eligible Mortgagee approval is required). (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Common Interest Community will not be deemed a transfer within the meaning of this clause);

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

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



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

(v) The alteration of any partition or creation of any aperture between adjoining Units (when Unit boundaries are not otherwise being affected), in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;

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

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

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

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

(c) The Association may not change the period for collection of regularly budgeted Common Expense assessments to other than monthly without the consent of all Eligible Mortgagees.

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

Section 17.5 - Inspection of Books. The Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the books and records of the Association during normal business hours.

Section 17.6 - Financial Statements. The Association shall provide any Eligible Mortgagee or Eligible Insurer which submits a written request, with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if:

(a) the Common Interest Community contains fifty or more Units, in which case the cost of the audit shall be a Common Expense; or

(b) any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer shall bear the cost of the audit.

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



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

Section 17.9 - Appointment of Trustee. In the event of damage or destruction under Articles XXI or XXII or condemnation of all or a portion of the community, any Eligible Mortgagee may require that such proceeds be payable to a Trustee established pursuant to Section 1.29. Such Trustee may be required to be a corporate trustee licensed by the State of Alaska. Proceeds will thereafter be distributed pursuant to Article XXII or pursuant to a condemnation award. Unless otherwise required, the members of the Executive Board acting by majority vote through the president may act as Trustee.

ARTICLE XVIII

Assessment and Collection of Common Expenses

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

Section 18.2 - Common Expenses Attributable to Fewer Than All Units.

(a) If any Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.

(b) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.

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

(d) An assessment to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was entered, in proportion to their Common Expense liabilities.

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

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

(g) No discount shall be given for pre-payment of dues or assessments.



Section 18.3 - Lien.

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

(b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) a lien and encumbrances recorded before the recordation of the Declaration; (2) a first Security Interest on the Unit 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 charges against the Unit. A lien under this Section is also prior to all Security Interests described in Subdivision (2) of this Subsection if the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section 18.4 of this Article which would have become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest described in Subdivision (2) of this Subsection. This Subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of a lien for other assessments made by the Association. A lien under this Section is not subject to the provision of AS 09.38.010.

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

(d) A lien for an unpaid assessment is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the assessment becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

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

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

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

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

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



to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 18.5 of this Declaration.

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

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

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

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

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

Section 18.7 - Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 18.1 and 18.2 shall be due and payable on the first of each month. Common Expenses not paid on or before the 5th day of each month shall incur a fifty dollar (\$50.00) late fee.

Section 18.8 - Acceleration of Common Expense Assessments. In the event of default for a period of thirty (30) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.



Section 18.9 - Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first day of the month following the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

Section 18.10 - No Waiver of Liability for Common Expenses. No Unit 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 Unit against which the assessments are made.

Section 18.11 - Personal Liability of Unit Owners. The Owner of a Unit 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 Unit unless he or she agrees to assume the obligation.

Section 18.12 - Capitalization of the Association. Declarant will establish a working capital fund in an amount at least equal to one (1) months' installments of the Annual Assessment for each Unit in the Project. Upon the first conveyance of record title to a Unit from Declarant, the Owner shall contribute to the working capital of the Association an amount equal to one (1) months' installments of the Annual Assessment at the rate in effect at the time of the sale, and upon the sale of each Unit from the Declarant to an Owner, Declarant will receive a refund of the contribution to the working capital fund made by Declarant for such Unit. The Association shall maintain the working capital funds in segregated accounts to meet unforeseen expenditures. Such payments to this fund shall not be considered advance payments of Annual Assessments and except for refunds to Declarant, shall not be refundable. Declarant may not use any working capital funds to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits.

ARTICLE XIX

Right to Assign Future Income

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

ARTICLE XX

Persons and Units Subject to Documents

Section 20.1 - Compliance with Documents. All Unit Owners, tenants, mortgagees and occupants of 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 the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions recorded in the records of the Palmer Recording District of the Third Judicial District are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.



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

ARTICLE XXI
Insurance

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

Section 21.2 - Property Insurance.

(a) Property insurance covering:

(i) The project facilities (which term means all buildings on the Property, including the Units and all fixtures, equipment and any Improvements and betterments whether part of a Unit or a Common Element, and such personal property of Unit Owners as is normally insured under building coverage), but excluding land, excavations, portions of foundations below the undersurfaces of the lowest crawlspace floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; and

(ii) All personal property owned by the Association.

(b) Amounts. The project facilities for an amount (after application of any deductions) equal to one hundred percent (100%) of their actual cash value, but not less than their insurable replacement cost, at the time the insurance is purchased and at each renewal date. Personal property owned by the Association for an amount equal to its actual cash value.

The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

The maximum deductible for insurance policies shall be the lesser of Ten Thousand Dollars and Zero Cents (\$10,000.00) or one percent (1%) of the policy face amount.

The difference between the policy deductible and Two Hundred Fifty Dollars and Zero Cents (\$250.00) shall be paid by the Association as a common expense. Of the deductible portion Two Hundred Fifty Dollars and Zero Cents (\$250.00) as per unit owner affected shall be paid by each of the Unit Owner(s) suffering the loss.

(c) Risks Insured Against. The insurance shall afford protection against "all risks", except earthquake and flood, of direct physical loss commonly insured against.



(d) Other Provisions. Insurance policies required by this Section shall provide that:

(i) The insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of a Unit Owner;

(ii) An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition of recovery under the policy.

(iii) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance.

(iv) Loss must be adjusted with the Association.

(v) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and in the absence of such designation to the Association, in either case to be held in trust for each Unit Owner and such Unit Owner's mortgagee.

(vi) The insurer 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 Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

(vii) The name of the insured shall be substantially as follows:

"Big Lake Resort Condominiums Owners Association, Inc. for the use and benefit of the individual Owners".

Section 21.3 - Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than One Million Dollars and Zero Cents (\$1,000,000.00), 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.

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

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

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



(iii) An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy.

(iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance.

(v) The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known addresses.

Section 21.4 - Fidelity Bonds. A blanket fidelity bond is required for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force and in no event less than the sum of three 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 Unit and to the insurance trustee, if any, before the bond can be cancelled or substantially modified for any reason.

Section 21.5 - Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

Section 21.6 - 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 21.7 - 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 21.8 - Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 21.9 - Premiums. Insurance premiums shall be a Common Expense.

ARTICLE XXII

Damage to or Destruction of Property

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



(a) The Common Interest Community is terminated:

(b) Repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety; or

(c) Eighty percent (80%) of the Unit Owners, including each owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

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

Section 22.3 - Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a majority of Unit Owners and fifty-one percent (51%) of Eligible Mortgagees.

Section 22.4 - Replacement of Less Than Entire Property.

(a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community;

(b) Except to the extent that other persons will be distributees,

(i) The insurance proceeds attributable to a Unit and Limited Common Elements that is not rebuilt must be distributed to the owner of the Unit and the owner of the Unit to which the Limited Common Elements were allocated, or to lien holders, as their interests may appear; and

(ii) The remainder of the proceeds must be distributed to each Unit Owner or lien holder, as their interests may appear, in proportion to the Common Element interests of all the Units;

(c) If the Unit Owners vote not to rebuild a Unit, the Allocated Interests of the Unit are reallocated upon the vote as if the Unit had been condemned under Subsection 34.08.740(a) of the Act, and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

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



there is a surplus of proceeds after the Property has been completely repaired or restored, or the Common Interest Community is terminated.

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

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

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

ARTICLE XXIII

Rights to Notice and Comment; Notice and Hearing

Section 23.1 - Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the Documents require that an action be taken after "Notice and Comment", and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit 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 Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. It shall invite comment to the Executive Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

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



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

ARTICLE XXIV
Executive Board

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

Section 24.2 - Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws, Rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents, other than managing agents, and independent contractors.
- (f) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Association's Declaration, Bylaws or Rules in the Association's name on behalf of the Association or two or more 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 the Common Elements.
- (i) Cause additional Improvements to be made as a part of the Common Elements;
- (j) Acquire, hold, encumber and convey in this 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 34.08.430 of the Act;



(k) Grant easements for any period of time including permanent easements, and 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;

(m) Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy a reasonable fine for violations of this Declaration, Bylaws, Rules and regulations of the Association;

(n) Impose a reasonable charge for the preparation and recordation of amendments to this Declaration, resale certificates required by Section 34.08.590 of the Act or a statement of unpaid assessments;

(o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;

(p) Assign the Association's right to future income, including the right to receive Common Expense assessments;

(q) Exercise any other powers conferred by this Declaration or the Bylaws;

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

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

(t) By resolution, establish committees of Directors, and Unit Owners, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within forty-five (45) days of publication of such notice (unless such Unit Owner has been given notice of the proposed action under the provisions of Article XXIII, in which case that Article shall govern appeals), and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 24.3 - Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Common Interest Community or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its in its membership for the unexpired portion of any term.



ARTICLE XXV

Open Meetings

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

Section 25.2 - Meetings and Notice of Meetings. Regular meetings may be set by a schedule appointed by resolution of the Executive Board and no further notice will be required. Special meetings of the Executive Board may be called by the President or by a majority of the Directors on at least three (3) business days' notice to each member. The notice will be hand-delivered or mailed and will state the time, place and purpose of the meeting.

Section 25.3 - Executive Sessions. Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Unit Owners, in either of the following situations only:

No action is taken at the executive session requiring the affirmative vote of Directors; or

The action taken at the executive session involves personnel, pending litigation, contract negotiations, or enforcement actions.

ARTICLE XXVI

Condemnation

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

ARTICLE XXVII

Miscellaneous

Section 27.1 - Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe neither the scope of the Documents nor the intent of any provision thereof.

Section 27.2 - 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 27.3 - Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.



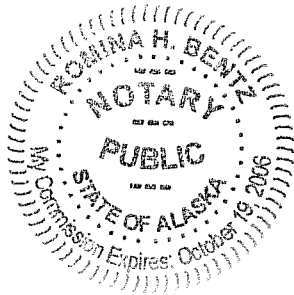
Section 27.4 - Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

Section 27.5 - Conflict. The Documents are intended to comply with the requirements of the Act and Title 10, Chapter 20 of the Alaska Statutes (Non Profit Corporation Law). In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

In Witness Whereof, the Declarant has caused this Declaration to be executed this 29th day of December, 2004.

Signed, Sealed and Delivered
in the Presence of:

R & R INVESTMENTS, LLC.



RANDY KAER
Member

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 29th day of December, 2004, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally came **RANDY KAER**, known to me a Member of **R & R INVESTMENTS, LLC.**, and known to me to be the person who signed the foregoing instrument, on behalf of said limited liability company, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said limited liability company for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public in and for Alaska
My commission expires: Oct 19, 2006



APPROVAL OF LENDER

The undersigned, beneficiary under the Deeds of Trust below:

1. Construction Deed of Trust dated June 3, 2004, and recorded June 4, 2004, under Serial Number 2004-014837-0, in the Palmer Recording District, Third Judicial District, State of Alaska; and

2. Modification of Construction Deed of Trust dated August 27, 2004, and recorded on August 30, 2004, under Serial Number 2004-024090-0, in the Palmer Recording District, Third Judicial District, State of Alaska; and

approves the foregoing Declaration of Big Lake Resort Condominiums ("Declaration"), and the undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under the Deed of Trust shall not render void or otherwise impair the validity of the Declaration and the covenants running with the land described in the Declaration.

DATED this 30th day of December, 2004.

FIRST NATIONAL BANK OF ALASKA

Craig A. Thorn
Senior Vice President
Wasilla Branch Manager

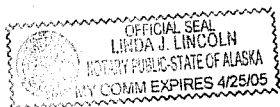
STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledge before me this 30th day of Dec, 2004, by **CRAIG A. THORN**, as **SENIOR VICE PRESIDENT** of **FIRST NATIONAL BANK OF ALASKA**.

WITNESS my hand and official seal.



Notary Public in and for Alaska
My Commission Expires: _____



DESCRIPTION OF COMMON INTEREST COMMUNITY

(Declaration Schedule A-1)



SCHEDULE A-1

PROPERTY

All of Government Lot 49, Section 20, Township 17 North, Range 3 West, Seward Meridian, located in the Palmer Recording District, Third Judicial District, State of Alaska.

EXCEPTIONS TO TITLE

SUBJECT TO the effect of the notes which appear on the Plat of said subdivision;

FURTHER SUBJECT TO the easements as dedicated and shown on the Plat of said subdivision;

FURTHER SUBJECT TO the reservations and exceptions as contained in the U.S. Patent;

FURTHER SUBJECT TO the easement for electric transmission and incidental purposes including the terms and provisions thereof. Granted to Matanuska Electric Association and recorded January 8, 1962, in Book 40, at Page 146 and successive pages, in the Palmer Recording District, Third Judicial District, State of Alaska. Affects the fifty feet (50') of right of way between Lots 48 and 49;

FURTHER SUBJECT TO the easement including the terms and provision thereof for the purposes set out therein, granted to Klondike Condominium Homeowners Association for an easement of ingress and egress, recorded August 19, 1976, in Book 121, at Page 682 and successive pages, in the Palmer Recording District, Third Judicial District, State of Alaska. Affects the North twenty feet (20') of Lot 49;

FURTHER SUBJECT TO the covenants, conditions and restrictions, including the terms and provisions thereof but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (C), recorded August 4, 1976, in Book 120, at Page 811, and successive pages, in the Palmer Recording District, Third Judicial District, State of Alaska, and as amended by instrument recorded August 19, 1976, at Book 121, at



Page 679 and successive pages, in the Palmer Recording District, Third Judicial District, State of Alaska and as amended by instrument recorded April 3, 1987 in Book 508, at Page 441 and successive pages, in the Palmer Recording District, Third Judicial District, State of Alaska;

FURTHER SUBJECT TO any adverse claims to any portion of said premises which lies within the bed of BIG LAKE, between the lines of mean high water;

FURTHER SUBJECT TO the agreement, including terms and provisions thereof executed by and between the parties indicated for the purpose set out therein, First Party, WILEY R. BEAUX AND L'MARIE BEAUX, Second Party BERTARDI, INC., dated May 27, 1988 and recorded June 1, 1988 in Book 550, at Page 623, in the Palmer Recording District, Third Judicial District, State of Alaska; and

FURTHER SUBJECT TO the reservation for highway purposes by the State of Alaska, or its successor in interest, pursuant to: R.S. 2477 (43 U.S.C. 932); 43 Stat. 446 (48 U.S.C. 321a); 61 Stat. 418 (48 U.S.C. 321d); PLO 601, 757 and 1613; Department Order 2665, Amendment Nos. 1 and 2 or the Alaska Omnibus Act, as established by Alaska Road Commission and/or the Federal Register Act and any amendments thereto.

FURTHER SUBJECT TO the driveway encroachment located at the south-east corner of the property and as shown on the plat attached as Schedule A-3.



TABLE OF INTERESTS

(Declaration Schedule A-2)





50 of 115

2004-036845-0

SCHEDULE A-2

TABLE OF INTERESTS

<u>Unit No.</u>	<u>Unit Square Footage</u>	<u>Arctic Entry (AE) Square Footage</u>	<u>Garage Parking Space (G) Square Footage</u>	<u>Total Unit, AE, and G Square Footage</u>	<u>Percentage Share of List A Common Expenses *1</u>	<u>Percentage Share of List B Common Expenses *2</u>	<u>Percentage Share of Common Elements</u>	<u>Vote in the Affairs of the Association</u>	<u>Limited Common Elements Deck (D), Patio (P), Parking Space (PS), Garage Parking Space (G) and Dock Slip (DS)</u>
01	1,839.0	0	470.0	2,309.0	6.83%	4.347%	6.83%	1	P-01/PS-14/G-08/DS-8B
02	1,956.0	0	470.0	2,426.0	7.18%	4.347%	7.18%	1	P-02/PS-15/G-09/DS-9A
03	1,915.0	0	470.0	2,385.0	7.06%	4.347%	7.06%	1	P-03/PS-16/G-10/DS-9B
04	2,623.0	0	940.0	3,563.0	10.54%	4.347%	10.54%	1	P-04/G-11,G-23/PS-17/DS-10C
05	3,005.0	0	940.0	3,945.0	11.67%	4.347%	11.67%	1	P-05/G-12,G-24/PS-18/DS-11A
101	515.0	0	470.0	985.0	2.91%	4.347%	2.91%	1	D-101/P-101/PS-19/G-13/DS-1A
102	515.0	0	470.0	985.0	2.91%	4.347%	2.91%	1	D-102/P-102/PS-20/G-14/DS-1B
103	340.0	0	470.0	810.0	2.40%	4.347%	2.40%	1	D-103/P-103/PS-21/G-15/DS-2A
104	515.0	0	470.0	985.0	2.91%	4.347%	2.91%	1	D-104/P-104/PS-22/G-16/DS-2B
105	515.0	0	470.0	985.0	2.91%	4.347%	2.91%	1	D-105/P-105/PS-23/G-17/DS-3A
201	677.5	0	470.0	1,147.5	3.40%	4.347%	3.40%	1	D-201/PS-01/G-01/DS-3B
202	551.2	96.0	470.0	1,117.2	3.31%	4.347%	3.31%	1	D-202/PS-03/G-18/DS-4A
203	847.7	96.0	470.0	1,413.7	4.18%	4.347%	4.18%	1	D-203/PS-05/G-04/DS-4B
204	368.4	96.0	0	464.4	1.37%	4.347%	1.37%	1	D-204/PS-06/DS-11B
205	372.0	96.0	470.0	938.0	2.78%	4.347%	2.78%	1	D-205/PS-07/G-20/DS-5A
206	1,337.1	0	452.0	1,789.1	5.29%	4.347%	5.29%	1	D-206/PS-11/G-07/DS-5B
301	1,053.2	96.0	470.0	1,619.2	4.79%	4.347%	4.79%	1	D-301/PS-02/G-02/DS-6A
302	543.9	96.0	470.0	1,109.9	3.28%	4.347%	3.28%	1	D-302/PS-04/G-03/DS-6B
303	849.1	96.0	470.0	1,415.1	4.19%	4.347%	4.19%	1	D-303/PS-09/G-05/DS-7A
304	381.8	96.0	470.0	947.8	2.80%	4.347%	2.80%	1	D-304/PS-08/G-21/DS-7B
305	879.9	0	470.0	1,349.9	3.99%	4.347%	3.99%	1	D-305/PS-10/G-06/DS-8A
306	306.1	0	0	306.1	0.91%	4.347%	0.91%	1	D-306/PS-12/DS-10A
307	324.7	0	470.0	794.7	2.35%	4.347%	2.35%	1	D-307/PS-13/G-22/DS-10B
TOTALS	22,231.0	768.0	10,792.0	33,791.0	100.00%	100.00%	100.00%	23	

*1 **List A Common Expenses** are insurance expense, roof, deck and building maintenance, repair and replacement, septic system pumping, interior and exterior paint expense, trash removal and natural gas expense. Said expenses shall be allocated to each Unit based on the relative interior floor area of each Unit and their appurtenant Limited Common Element arctic entry (AE) and garage parking space (G) as compared to the floor area for all of the Units and Limited Common Element AE's and G's in the Common Interest Community and shall be expressed as a percentage (rounded).

*2 **List B Common Expenses** are maintenance, repair and replacement of landscaping, docks, firepit, gazebo, exercise room, playground and parking lot; snow removal, janitor service for interior Common Elements, septic system monitoring expense, Common Element electric expense, well water testing, Common Element cable television and all administrative expenses and shall be allocated equally to all units.



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2004-036845-0

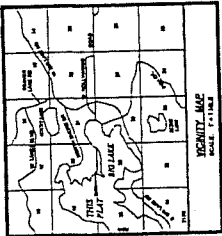
PLAT & PLANS

(Declaration Schedule A-3)

2004-221

2004-036844-0





LEGEND

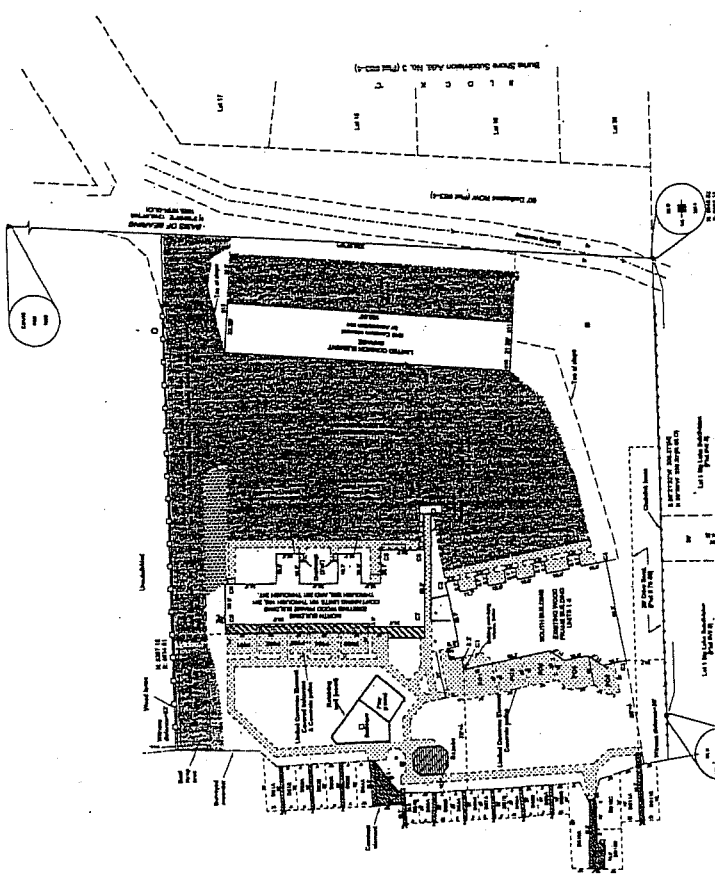
- 1. Proposed building
- 2. Proposed parking area
- 3. Proposed road
- 4. Proposed utility lines
- 5. Proposed landscape
- 6. Proposed fence
- 7. Proposed sidewalk
- 8. Proposed driveway
- 9. Proposed walkway
- 10. Proposed ramp
- 11. Proposed stairs
- 12. Proposed ramp
- 13. Proposed stairs
- 14. Proposed ramp
- 15. Proposed stairs
- 16. Proposed ramp
- 17. Proposed stairs
- 18. Proposed ramp
- 19. Proposed stairs
- 20. Proposed ramp
- 21. Proposed stairs
- 22. Proposed ramp
- 23. Proposed stairs
- 24. Proposed ramp
- 25. Proposed stairs
- 26. Proposed ramp
- 27. Proposed stairs
- 28. Proposed ramp
- 29. Proposed stairs
- 30. Proposed ramp



JOHN H. GARDNER, P.L.L.C.
Professional Land Surveyor

**A CONDOMINIUM PLAT OF
BIG LAKE RESORT
CONDOMINIUMS**
UNITS 1-A, 1-B, 1-C, 1-D, 1-E, 1-F, 1-G, 1-H, 1-I, 1-J, 1-K, 1-L, 1-M, 1-N, 1-O, 1-P, 1-Q, 1-R, 1-S, 1-T, 1-U, 1-V, 1-W, 1-X, 1-Y, 1-Z

DATE	NO. OF SHEETS	SHEET
11/11/01	13	13



NOTARY PUBLIC

STATE OF ALABAMA
COUNTY OF []

I, the undersigned, a Notary Public for the State of Alabama, do hereby certify that the foregoing is a true and correct copy of the original Plat of Condominiums for the Big Lake Resort Condominiums, as the same appears from the records of the Alabama Department of Industrial Relations, Bureau of Land Management, and the State Office of Revenue, and that the same conform to the laws of the State of Alabama relating to the same.

WITNESSED MY HAND AND SEAL OF OFFICE, this 11th day of November, 2001.

[Signature]

NOTES:

- The dimensions shown are to the exterior finished face of walls.
- All dimensions are in feet and inches.
- All dimensions are to the center of the property lines.
- The location of the survey is shown on the plat.
- The location of the survey is shown on the plat.
- The location of the survey is shown on the plat.
- The location of the survey is shown on the plat.
- The location of the survey is shown on the plat.

BIG LAKE

Block	Condominium	Area
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
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21		
22		
23		
24		
25		
26		
27		
28		
29		
30		

CONDOMINIUM CERTIFICATE

I, the undersigned, a Notary Public for the State of Alabama, do hereby certify that the foregoing is a true and correct copy of the original Plat of Condominiums for the Big Lake Resort Condominiums, as the same appears from the records of the Alabama Department of Industrial Relations, Bureau of Land Management, and the State Office of Revenue, and that the same conform to the laws of the State of Alabama relating to the same.

WITNESSED MY HAND AND SEAL OF OFFICE, this 11th day of November, 2001.

[Signature]

DATE: 11/11/01

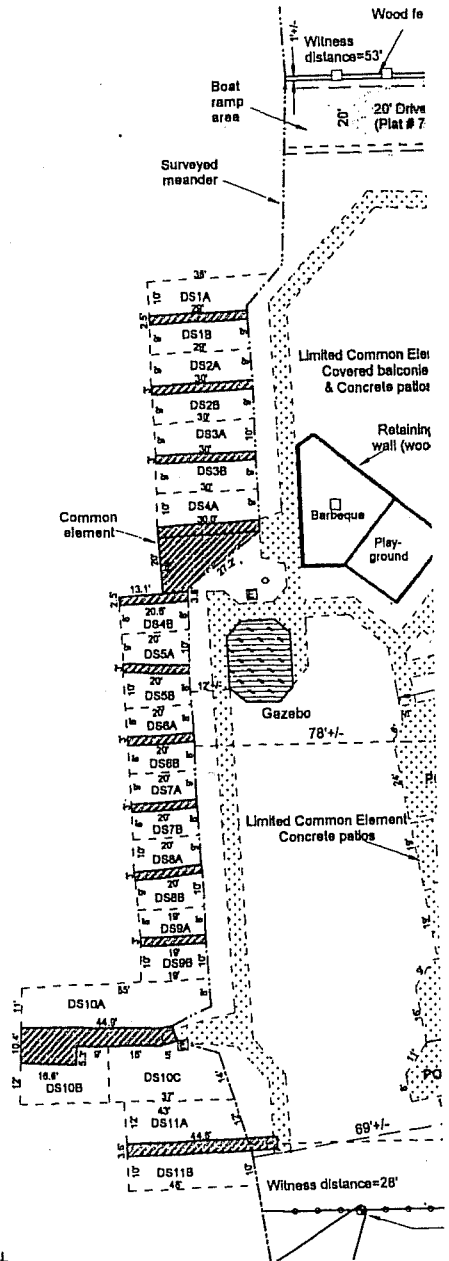
NOTARY PUBLIC



Building Corner	Coordinates (Local)	
	Northing	Easting
C1	5073.34	4830.01
C2	5084.31	4887.37
C3	4964.05	4883.97
C4	4976.28	4899.31
C5	5233.08	4882.55
C6	5232.44	4889.08
C7	5098.53	4858.38
C8	5097.72	4908.73
C9	5128.91	4909.45
C10	5038.42	5028.12
C11	5035.93	5057.92
C12	5227.31	5073.99
C13	5229.77	5041.79



BIG LAKE



OWNER'S CERTIFICATE

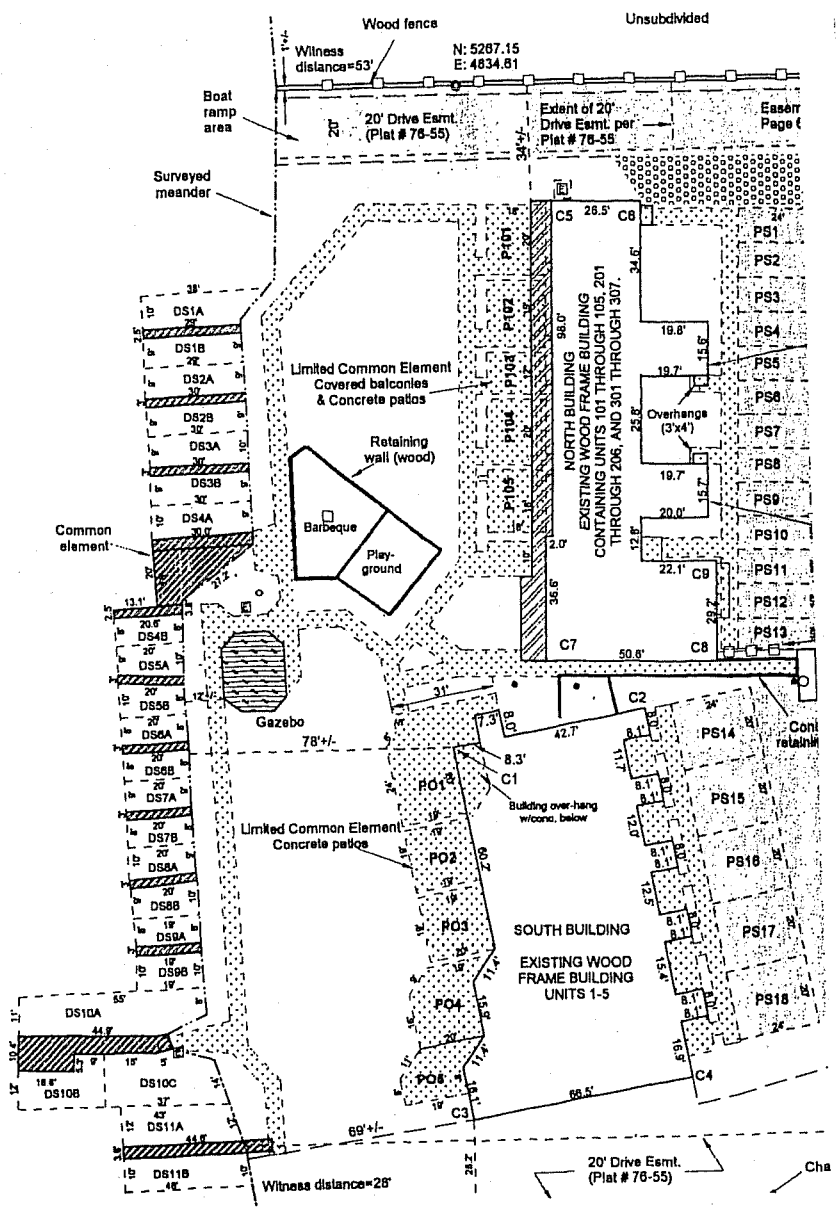
THE UNDERSIGNED DOES HEREBY CERTIFY THAT IT IS THE OWNER OF ALL OF GOVERNMENT LOT 48, SECTION 20, TOWNSHIP 17 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, LOCATED IN THE PALMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

THE UNDERSIGNED AS DECLARANT UNDER THAT CERTAIN DECLARATION FOR BIG LAKE RESORT CONDOMINIUMS DATED 23 DAY OF DECEMBER 2004, AND RECORDED ON THE _____ DAY OF _____, 2004, AT SERIAL _____.



9 (Local) Easting
4830.01
4867.37
4883.97
4899.31
4882.55
4889.06
4858.38
4908.73
4909.45
5026.12
5057.92
5073.99
5041.79

BIG LAKE

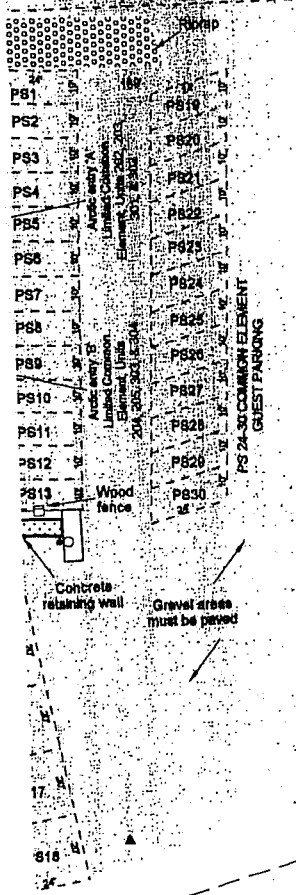


Y THAT IT IS THE OWNER OF ALL OF
SHIP 17 NORTH, RANGE 3 WEST,
MER RECORDING DISTRICT, THIRD





Easement for Right of Way (North 20' of US Govt. Lot 49) Book 121 Page 882, Plats #63-4, Third Judicial District, State of Alaska



BASIS OF BEARING
N3°58'00"E 1319.87'(M)
1323.16'(R-GLO)

Lot 17

Lot 18

Lot 19

Lot 20

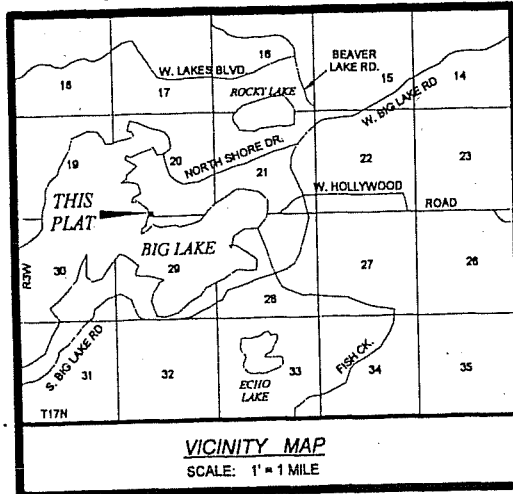
60' Dedicated ROW (Plat #63-4)

B L O C K
Burke Shore Subdivision Add. No. 3 (Plat #63-4)



17

B L O C K 'C'
 Burke Shore Subdivision Add. No. 3 (Plat #63-4)



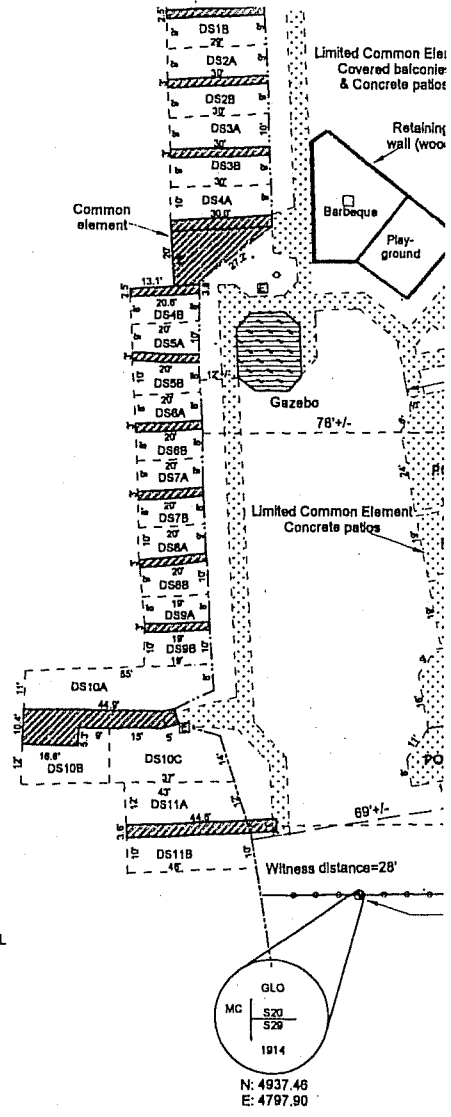
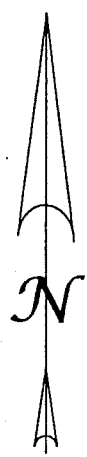
LEGEND

- ⊙ Found brass cap monument
- ⊙ Found 5/8" rebar and cap "Acumetric LS-9108"
- Sewer lift station access
- Septic stand-pipe
- ⊞ Electrical transformer
- ⊞ Remote electrical outlet
- ⊞ Telephone service box
- ▲ Well
- Lamp post
- ⊙ Light pole
- Power pole
- ⊞ Gate post
- (R) Record dimension
- (M) Measured dimension
- (P) Prorated dimension
- Pxx Denotes patio areas
- PSxx Denotes parking spaces
- DSxx Denotes docking spaces
- ▭ Gravel areas, must be paved
- ▨ Concrete walkways/pads
- ▧ Wood docks
- ▩ Riprap

SCALE BAR



BIG LAKE



OWNER'S CERTIFICATE

THE UNDERSIGNED DOES HEREBY CERTIFY THAT IT IS THE OWNER OF ALL OF GOVERNMENT LOT 49, SECTION 20, TOWNSHIP 17 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, LOCATED IN THE PALMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

THE UNDERSIGNED AS DECLARANT UNDER THAT CERTAIN DECLARATION FOR BIG LAKE RESORT CONDOMINIUMS DATED 23 DAY OF DECEMBER 2004, AND RECORDED ON THE 4 DAY OF 2004 AT SERIAL No. , PALMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA. ("DECLARATION") PURSUANT TO SECTION 34.08.100 OF THE ALASKA COMMON INTERESTS OWNERSHIP ACT, DOES HEREBY FILE THIS PLAT AND PLANS TO REFLECT THE CREATION OF THE UNITS AND COMMON ELEMENTS AS SHOWN HEREIN.

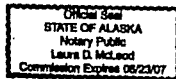
OWNER: R & R INVESTMENTS, LLC
 BY: RICHARD STRYKEN
 ITS: MANAGING MEMBER



NOTARY ACKNOWLEDGEMENT FOR RICHARD STRYKEN

Subscribed and sworn before me this 23 day of DECEMBER, 2004
Laura D. McLeod
 Notary for Alaska My Commission Expires 06/23/07

BENEFICIARY:
 CRAIG A. THORN, SENIOR VICE PRESIDENT
 FIRST NATIONAL BANK OF ALASKA
 775 E. PARKS HIGHWAY
 WASILLA, ALASKA 99654



NOTARY ACKNOWLEDGEMENT FOR CRAIG A. THORN

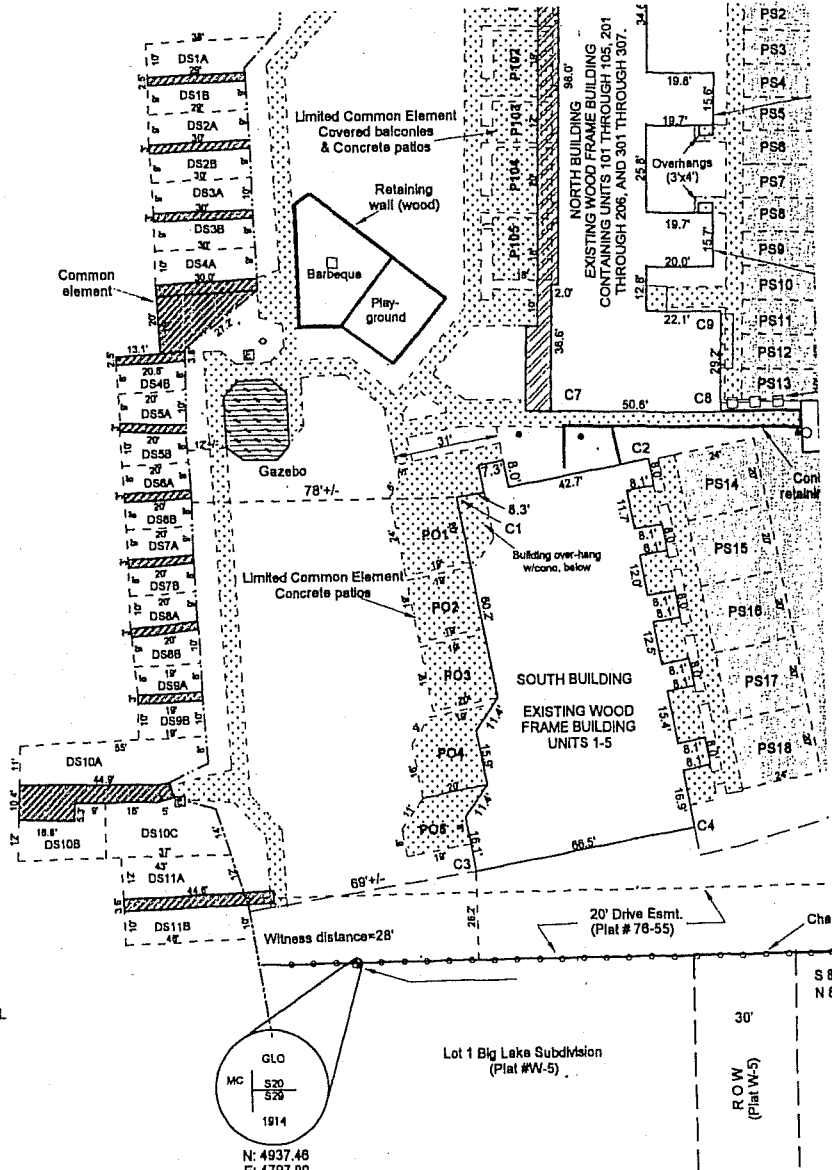
Subscribed and sworn before me this 23 day of DECEMBER, 2004
Laura D. McLeod
 Notary for Alaska My Commission Expires 06/23/07

NOTES:

1. DIMENSIONS SHOWN ARE TO THE
2. ALL DISTANCES, DIMENSIONS, AN AND TENTHS AND HUNDREDTHS
3. ALL BUILDING TIES ARE AT 90 DE
4. FOR DESCRIPTION OF "UNIT", SEE RECORDED PALMER RECORDING DISTRICT, 1
5. ELEVATION DATUM FOR THE BUIL
6. THE CONDOMINIUM DEVELOPEMEI PROVISIONS OF THE "COMMON IN 34.08.
7. AREAS OUTSIDE OF UNIT BOUND. SPECIFIED IN THE AMENDED AND ELEMENTS.



BIG LAKE



I, THAT IT IS THE OWNER OF ALL OF SHIP 17 NORTH, RANGE 3 WEST, PALMER RECORDING DISTRICT, THIRD

I, THAT CERTAIN DECLARATION FOR 23 DAY OF DECEMBER 2004 AT SERIAL 1914 RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, PALMER I WANT TO SECTION 34.08.100 OF THE ALASKA CONDOMINIUM ACT AND HEREBY FILE THIS PLAT AND PLANS TO SHOW COMMON ELEMENTS AS SHOWN HEREIN.

Notary Seal
STATE OF ALASKA
Notary Public
Laura D. McLeod
Commission Expires 06/23/07

RD STRYKEN

day of DECEMBER 2004
06/23/07
Commission Expires

Notary Seal
STATE OF ALASKA
Notary Public
Laura D. McLeod
Commission Expires 06/23/07

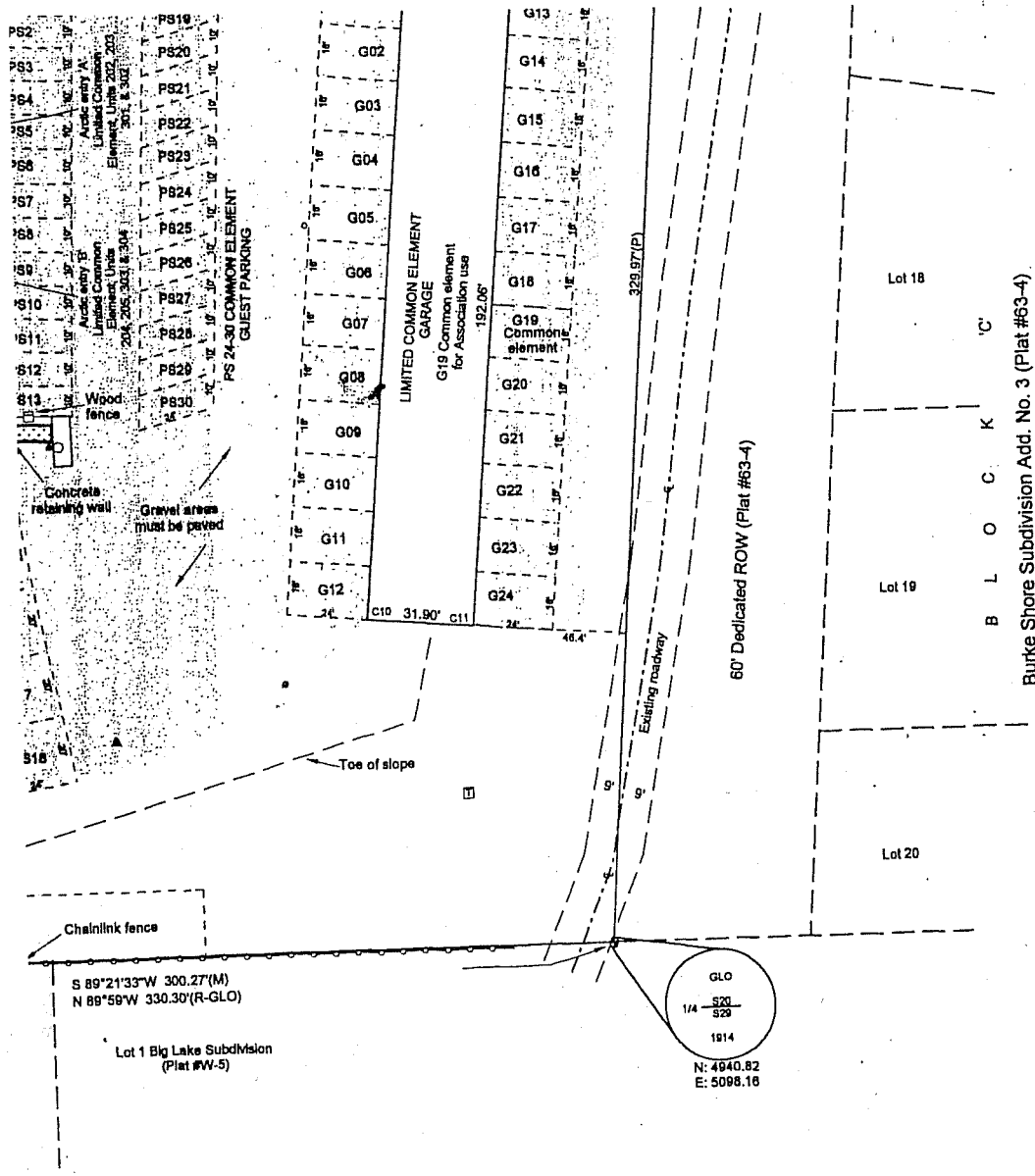
A. THORN

day of DECEMBER 2004
06/23/07
Commission Expires

NOTES:

1. DIMENSIONS SHOWN ARE TO THE EXTERIOR FOUNDATION WALLS.
2. ALL DISTANCES, DIMENSIONS, AND ELEVATIONS ARE GIVEN IN FEET AND TENTHS AND HUNDRETHS OF FEET.
3. ALL BUILDING TIES ARE AT 90 DEGREES TO THE PROPERTY LINES.
4. FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION, RECORDED 200, SERIAL NO. 1914, PALMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
5. ELEVATION DATUM FOR THE BUILDINGS IS LOCAL ASSUMED.
6. THE CONDOMINIUM DEVELOPMENT DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE "COMMON INTEREST OWNERSHIP ACT", ALASKA STATUTE 34.08.
7. AREAS OUTSIDE OF UNIT BOUNDARIES AND LIMITED COMMON ELEMENTS AS SPECIFIED IN THE AMENDED AND RESTATED DECLARATION ARE COMMON ELEMENTS.





SURVEYOR'S CERTIFICATE

SECTION 34.08.170(f) OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT REQUIRES THAT, UPON THE EXERCISE OF A DEVELOPMENT RIGHT A CERTIFICATION BE MADE OF PLAT AND PLANS BY AN INDEPENDENT REGISTERED ARCHITECT, ENGINEER, SURVEYOR, OR BY CERTAIN APPRAISERS CONTAINING THE INFORMATION AS SET FORTH IN SECTION 34.08.170.

I DO HEREBY CERTIFY THAT THIS PLAT AND PLANS ARE A TRUE AND CORRECT LAYOUT OF UNITS ACCURATELY SURVEYED TO DEPICT AN AS-BUILT SURVEY, AND THAT THE INFORMATION AS REQUIRED BY ALASKA STATUTE 34.08.170 IS PROVIDED FOR ON THIS PLAT AND THE PLANS FILED HEREWITH.

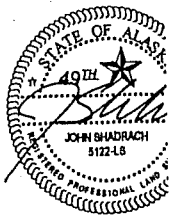
John Shadrach
 JOHN SHADRACH, REGISTERED
 PROFESSIONAL LAND SURVEYOR LS-5122

NOTARY ACKNOWLEDGEMENT FOR JOHN SHADRACH
 Subscribed and sworn before me this 22nd day of December, 2004.

Nancy J. Weather
 Notary for Alaska

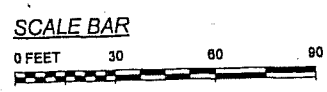
7/22/06
 My Commission Expires

State of Alaska
NOTARY PUBLIC
 Nancy J. Weather
 My Commission Expires July 22, 2006

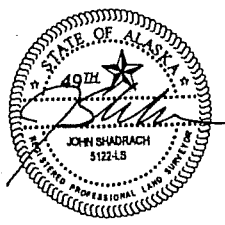


B L O C K 'C'
 Burke Shore Subdivision Add. No. 3 (Plat #63-4)

- ⊙ Found brass cap monument
- ⊙ Found 5/8" rebar and cap "Acumatrix LS-9108"
- Sewer lift station access
- Septic stand-pipe
- ⊞ Electrical transformer
- ⊞ Remote electrical outlet
- ⊞ Telephone service box
- ▲ Well
- Lamp post
- Light pole
- Power pole
- ⊞ Gate post
- (R) Record dimension
- (M) Measured dimension
- (P) Prorated dimension
- Pxx Denotes patio areas
- PSxx Denotes parking spaces
- DSxx Denotes docking spaces
- ▭ Gravel areas, must be paved
- ▨ Concrete walkways/pads
- ▧ Wood docks
- ▩ Riprap



JOHN SHADRACH, P.L.S. P.O. Box 871497
 professional land surveyor Wasilla, Alaska 99687
 (907) 376-2280



A CONDOMINIUM PLAT OF
**BIG LAKE RESORT
 CONDOMINIUMS**
 UNITS 1-5, 101-105, 201-206, & 301-307
 LOCATED WITHIN
 U. S. GOVERNMENT LOT 49, SECTION 20, TOWNSHIP 17
 NORTH, RANGE 3 WEST, SEWARD MERIDIAN, PALMER
 RECORDING DISTRICT, THIRD JUDICIAL DISTRICT,
 STATE OF ALASKA.
 CONTAINING 2.62 ACRES, MORE OR LESS

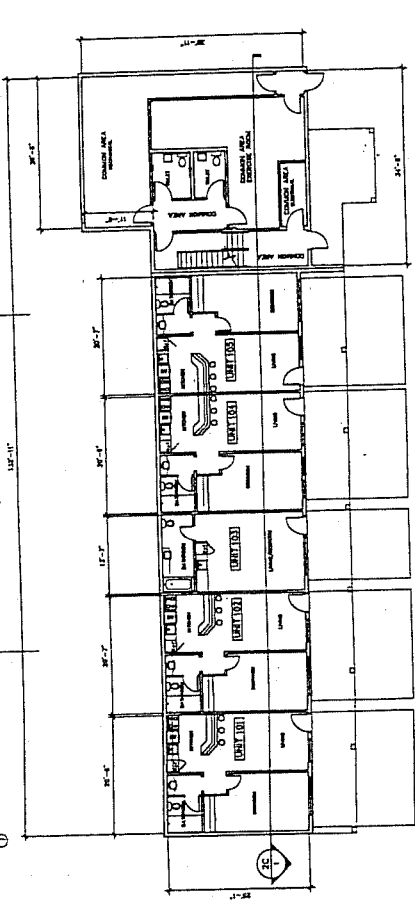
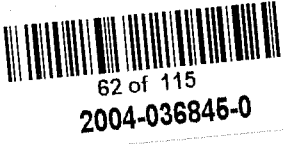
DRAWN BY: JS	FIELD BOOK:	PROJECT:
DATE: 12/23/2004	03-06, 04-13 & 04-15	03-187
CHECKED: RB	DRAWING SCALE: 1" = 30'	SHEET: 1 OF 1

06

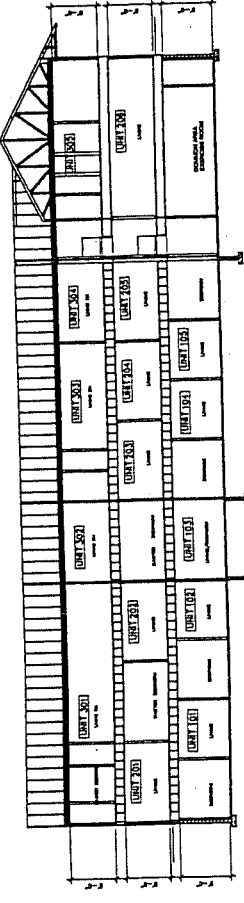


61 of 115
 2004-036845-0

5/18/2011 9:15 AM



28. LOWER LEVEL PLAN



29. BUILDING SECTION

CERTIFICATE OF COMPLETION FOR NORTH AND SOUTH BUILDINGS

I DO HEREBY CERTIFY THAT THE MECHANICAL SYSTEMS OF THE NORTH AND SOUTH BUILDINGS HAVE BEEN COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND CONTRACT CONDITIONS AND CERTAINING OR CORRECTING A LIST OF ITEMS SUBMITTED BY THE PERMITTEE IN ACCORDANCE WITH THE PLANS.

I DO HEREBY CERTIFY THAT THE MECHANICAL SYSTEMS OF THE NORTH AND SOUTH BUILDINGS HAVE BEEN COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND CONTRACT CONDITIONS AND CERTAINING OR CORRECTING A LIST OF ITEMS SUBMITTED BY THE PERMITTEE IN ACCORDANCE WITH THE PLANS.

APPROVED: ENGINEER, SANCTOR OR ARCHITECT

APPROVED: ARCHITECT (SCHEDULED)

APPROVED: ARCHITECT (SCHEDULED)

APPROVED: ARCHITECT (SCHEDULED)

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APPROVED: ARCHITECT (SCHEDULED)

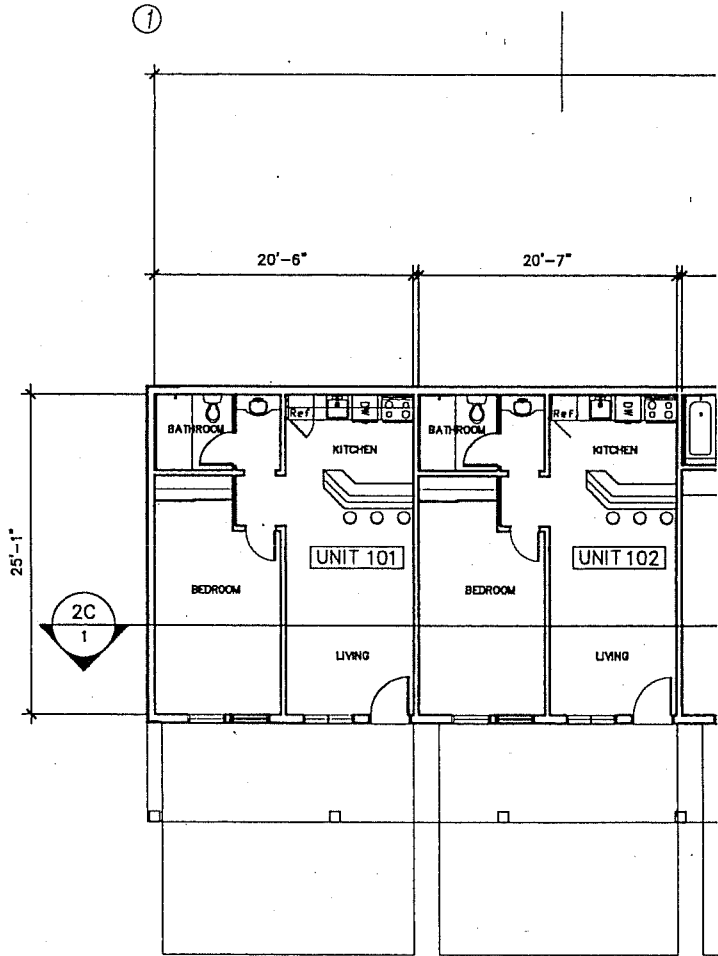
UNIT AREA CALCULATIONS

UNIT	SQUARE FOOTAGE
1	1815
2	1815
3	1815
4	2025
5	2025
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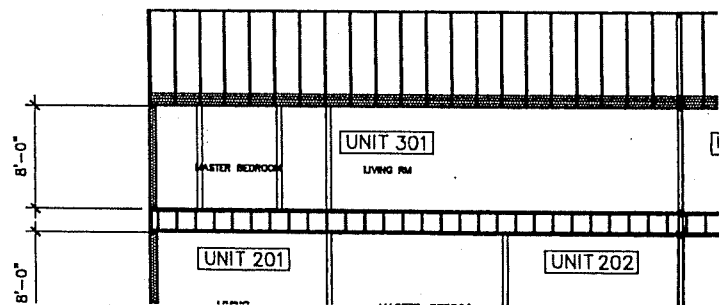
BIG LAKE RESORT CONDOMINIUMS
UNITS 1-5, 101-105, 201-206, 301-307
NORTH BUILDING
LOT 49 SEC 20 1/2 N BIG LAKE ALASKA

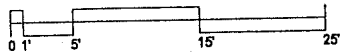
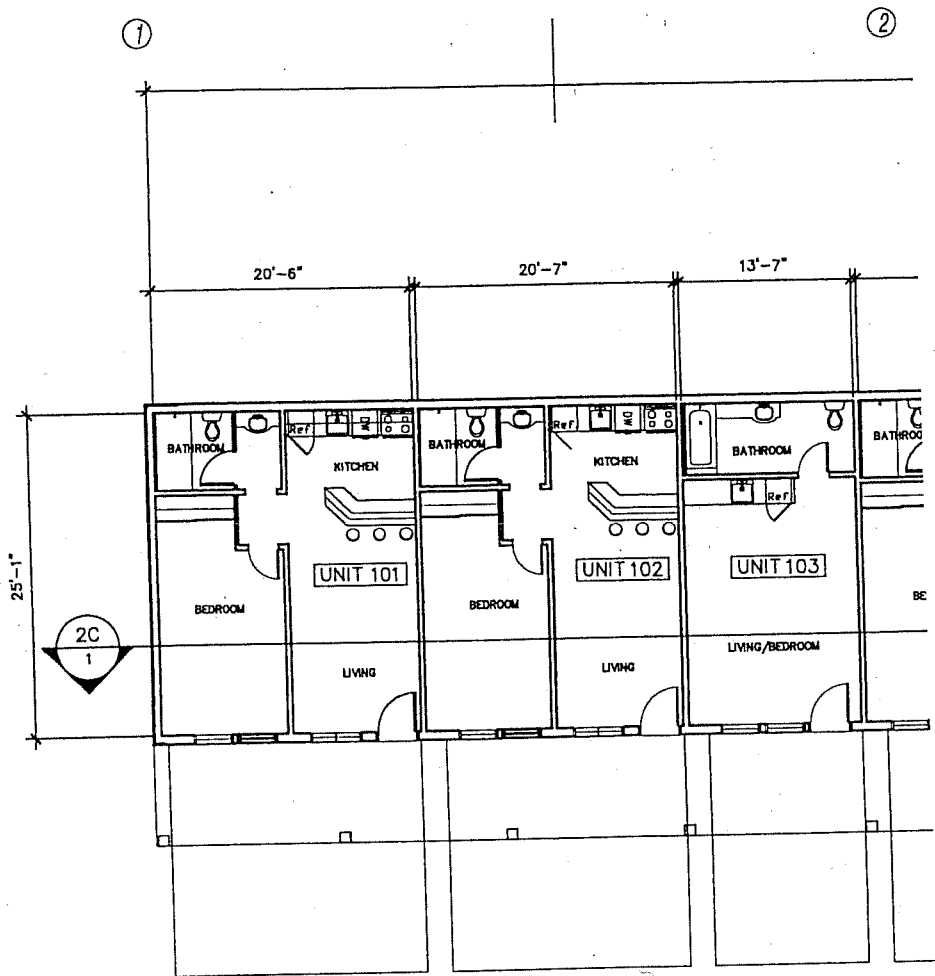
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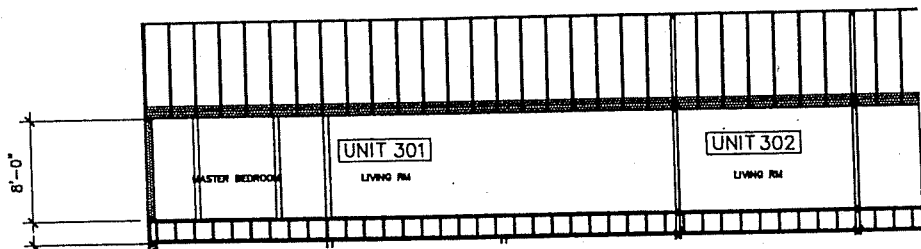


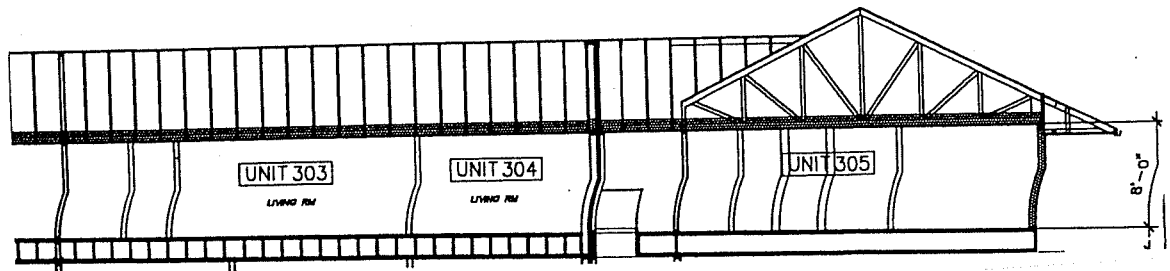
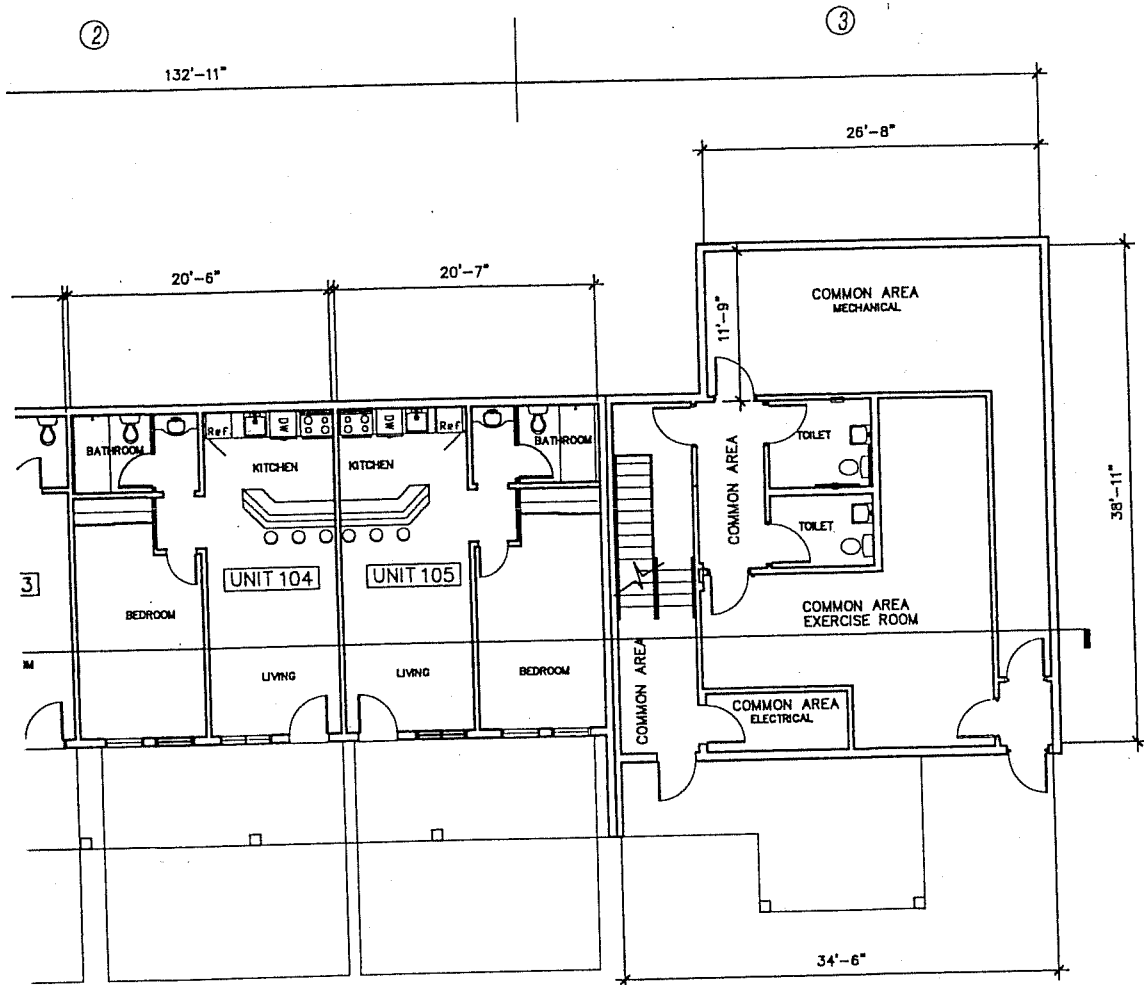
2B
1 LOWER LEVEL PLAN

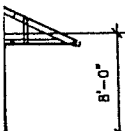
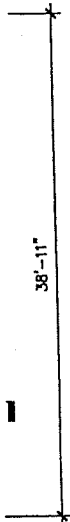




2B
1 LOWER LEVEL PLAN







④

CERTIFICATE OF COMPLETION FOR NORTH AND SOUTH BUILDINGS

SECTION 34.08.090 OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT PROVIDES THAT A DECLARATION FOR A CONDOMINIUM MAY NOT BE FILED UNLESS A CERTIFICATE OF COMPLETION IS RECORDED WITH THE DECLARATION AS EVIDENCE THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS OF EACH BUILDING CONTAINING OR COMPRISING A UNIT OF THE CONDOMINIUM ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS.

I DO HEREBY CERTIFY THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS OF THE NORTH AND SOUTH BUILDINGS ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS.

ARCHITECT, ENGINEER, SURVEYOR OR APPRAISER:

Thomas D. Faulkenberry 12/23/04
 ARCHITECT (SIGNATURE) / DATE

THOMAS D. FAULKENBERRY
 ARCHITECT (PRINT FULL NAME)
 ALASKA REGISTRATION NUMBER: A-5317

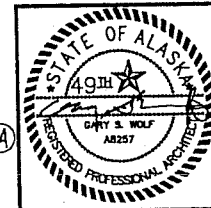
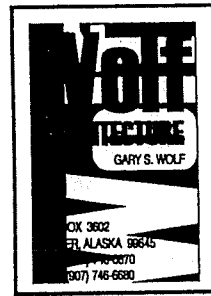
NOTARY ACKNOWLEDGEMENT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY

UNIT AREA CALCULATIONS	
UNIT	SQUARE FOOTAGE
1	1839
2	1956
3	1915
4	2623
5	3005
101	515
102	515
103	340
104	515
105	515
201	677.5
202	551.2
203	847.7
204	368.4
205	372
206	1337.1
301	1053.2
302	543.9
303	849.1
304	381.8
305	879.9
306	306.1
307	324.7
ENTRY "A"	384.1
ENTRY "B"	384.1
COMMON	1477.3
G01	470
G02	470
G03	470
G04	470
G05	470
G06	470
G07	452
G08	470
G09	470
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G14	470
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G24	470

NOTES

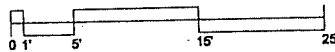
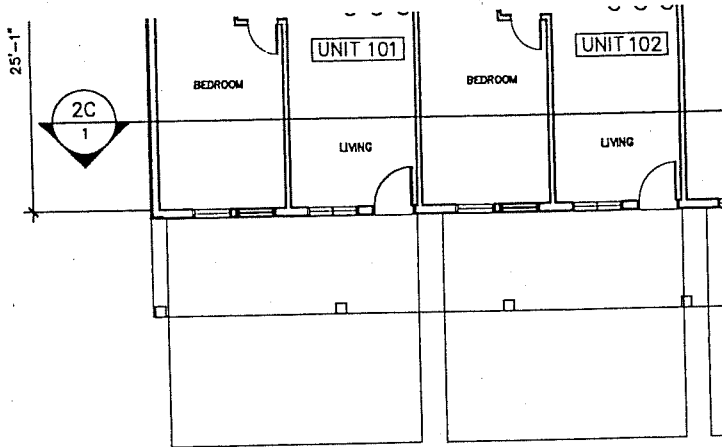
MULTI-LEVEL AREAS ARE UNITS 1 THROUGH 5, ENTRY "A", ENTRY "B", AND



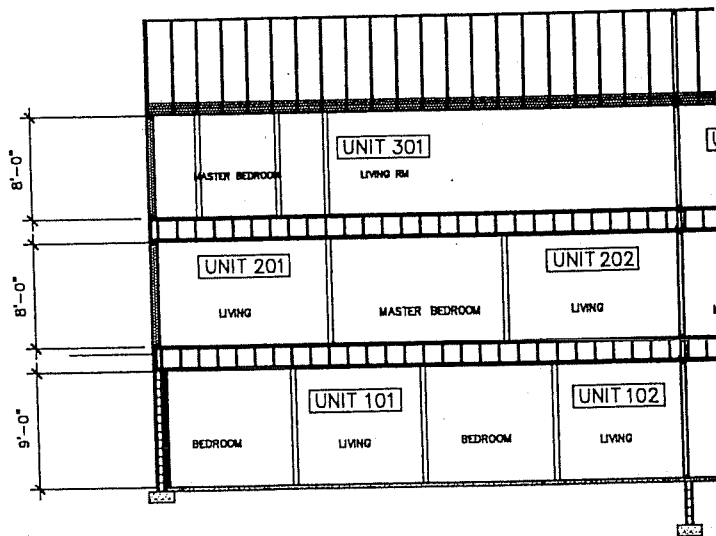
**CONDOMINIUM PLANS FOR
 BIG LAKE RESORT CONDOMINIUMS
 UNITS 1-5, 101-105, 201-206, 301-307
 NORTH BUILDING
 LOT 49, SEC. 20, T.17N. R.3W - BIG LAKE, ALASKA**

Drawn CFE	Date 12/21/04
Checked GW	Job No. 0421.01



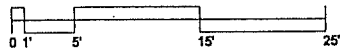
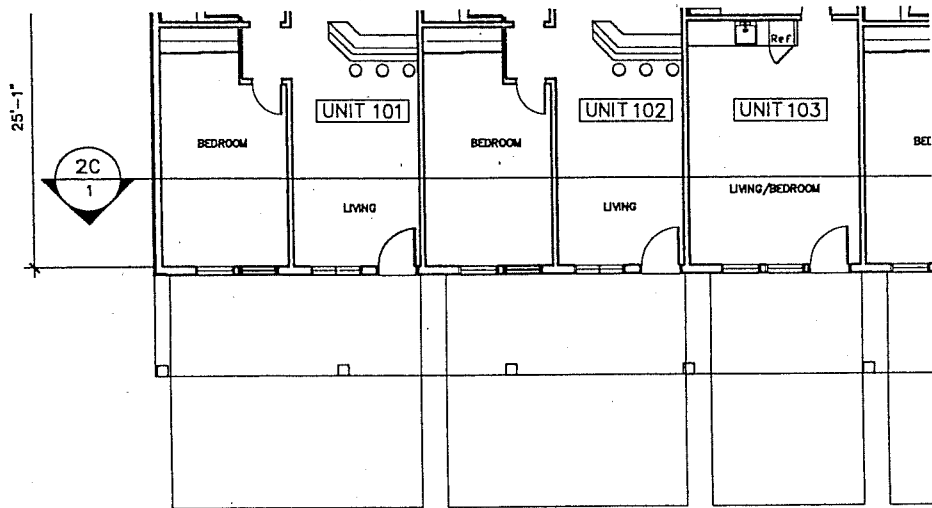


2B
1 LOWER LEVEL PLAN

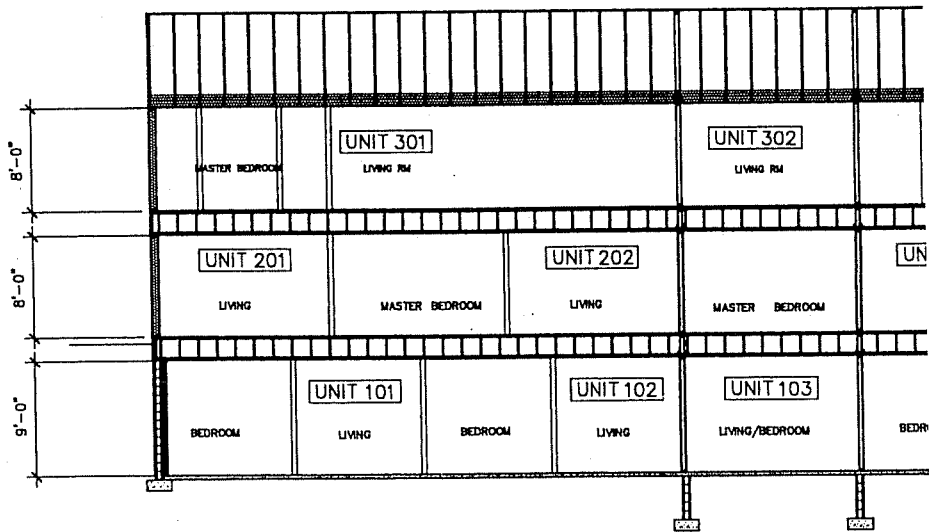


2C
1 BUILDING SECTION



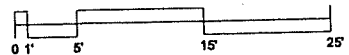
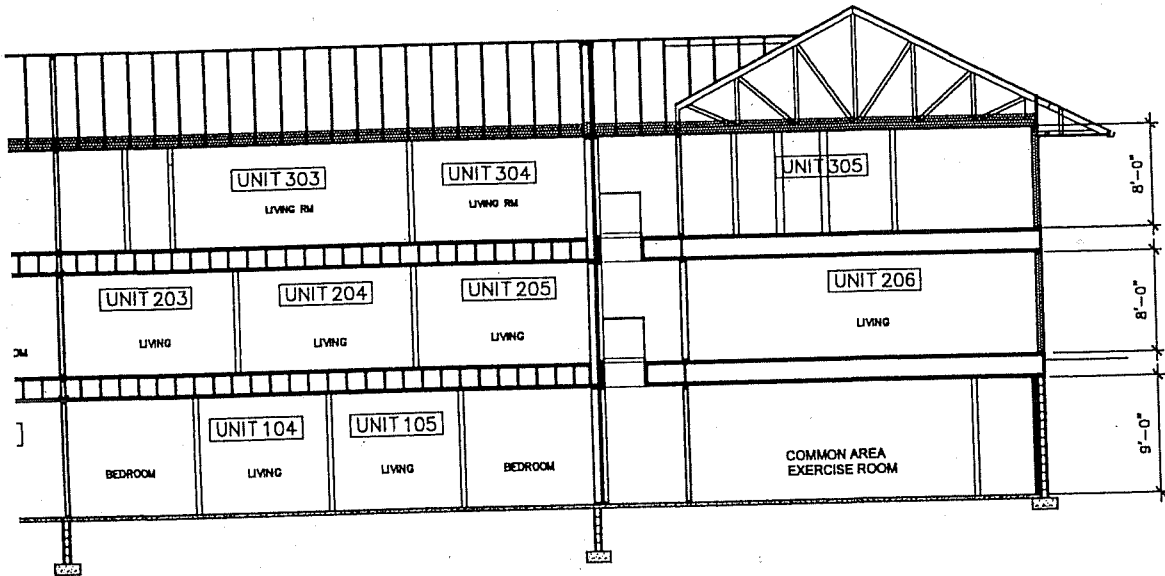
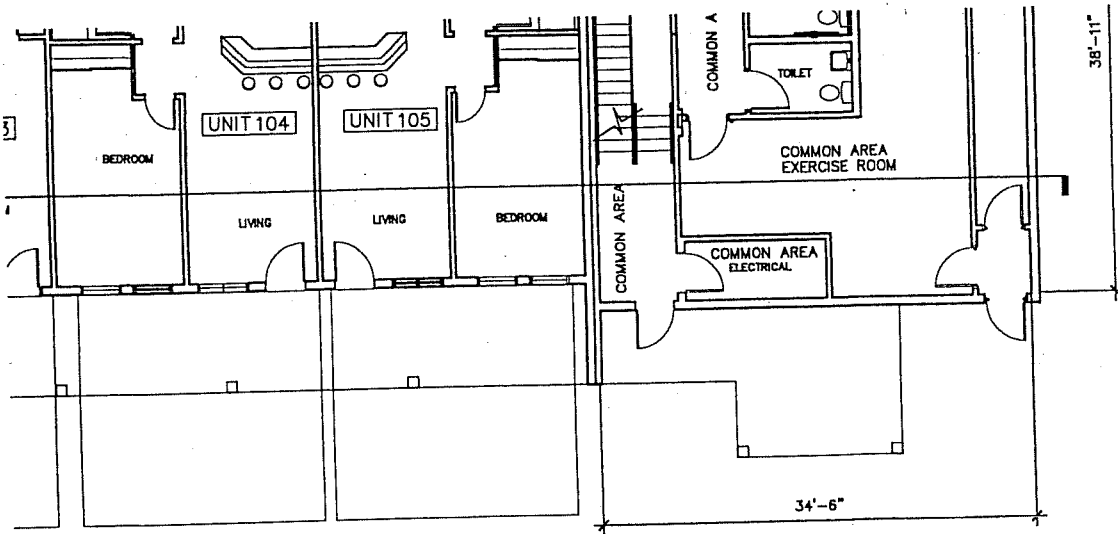


2B
1 LOWER LEVEL PLAN



2C
1 BUILDING SECTION





69 of 115
2004-036845-0

38'-11"

CERTIFICATE OF COMPLETION FOR NORTH AND SOUTH BUILDINGS

SECTION 34.08.090 OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT PROVIDES THAT A DECLARATION FOR A CONDOMINIUM MAY NOT BE FILED UNLESS A CERTIFICATE OF COMPLETION IS RECORDED WITH THE DECLARATION AS EVIDENCE THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS OF EACH BUILDING CONTAINING OR COMPRISING A UNIT OF THE CONDOMINIUM ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS.

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ARCHITECT, ENGINEER, SURVEYOR OR APPRAISER:

Thomas D. Faulkenberry 12/23/04
ARCHITECT (SIGNATURE) / DATE

THOMAS D. FAULKENBERY
ARCHITECT (PRINT FULL NAME)
ALASKA REGISTRATION NUMBER: A-5317

NOTARY ACKNOWLEDGEMENT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY

Thomas D. Faulkenberry 12/23/04
(PRINT FULL NAME) (DATE)
WITNESS MY HAND AND SEAL.

Susan Kaer
NOTARY PUBLIC SIGNATURE

Susan Kaer 9/12/05
NOTARY PUBLIC PRINTED NAME
MY COMMISSION EXPIRES 10/27/05
(DATE)

NOTARY PUBLIC
SUSAN KAER
STATE OF ALASKA
My Comm. Exp. 09-12-2005

204	368.4
205	372
206	1337.1
301	1053.2
302	543.9
303	849.1
304	381.8
305	879.9
306	306.1
307	324.7
ENTRY "A"	384.1
ENTRY "B"	384.1
COMMON	1477.3
G01	470
G02	470
G03	470
G04	470
G05	470
G06	470
G07	452
G08	470
G09	470
G10	470
G11	470
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G15	470
G16	470
G17	470
G18	470
G19	452
G20	470
G21	470
G22	470
G23	470
G24	470

NOTES

MULTI-LEVEL AREAS ARE UNITS 1 THROUGH 5, ENTRY "A", ENTRY "B", AND COMMON AREAS.

ENTRY "A" SERVES 202, 203, 301, 302

ENTRY "B" SERVES 204, 205, 303, 304

COMMON AREAS INCLUDES EXERCISE ROOM, TOILETS, TOILET ENTRY AREA, MECHANICAL AND ELECTRICAL AREAS, AND ENTRY FOR 206, 305, 306, 307.

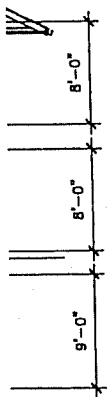


**CONDOMINIUM PLANS FOR
BIG LAKE RESORT CONDOMINIUMS
UNITS 1-5, 101-105, 201-206, 301-307
NORTH BUILDING
LOT 49, SEC. 20, T17N, R3W - BIG LAKE, ALASKA**

Drawn CFF	Date 12/21/04
Checked GW	Job No. 0421.01

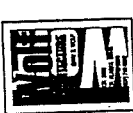
Sheet Contents
NORTH BUILDING
LOWER LEVEL PLAN
BUILDING SECTION
AREA CALCULATIONS

Category	Sheet
	1



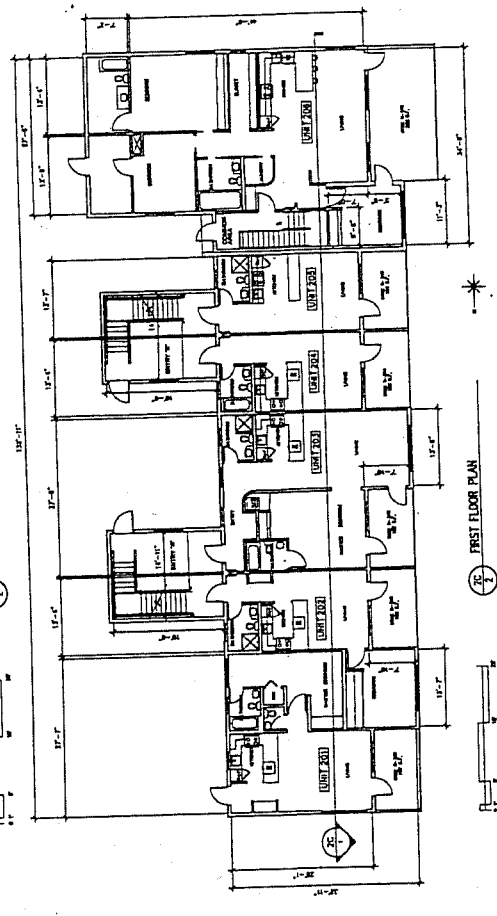
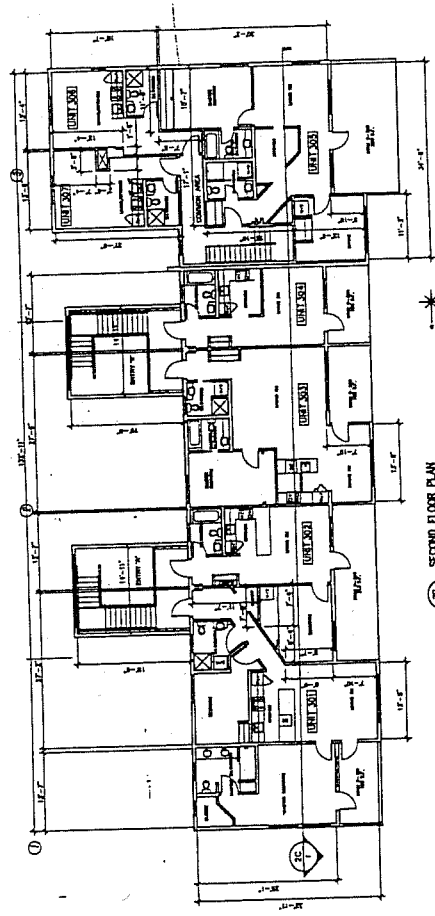
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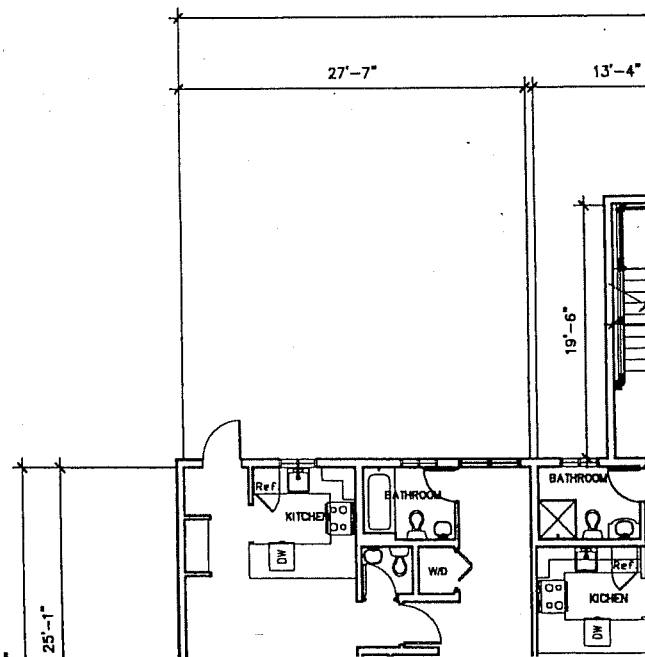
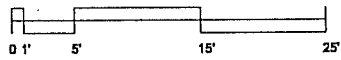
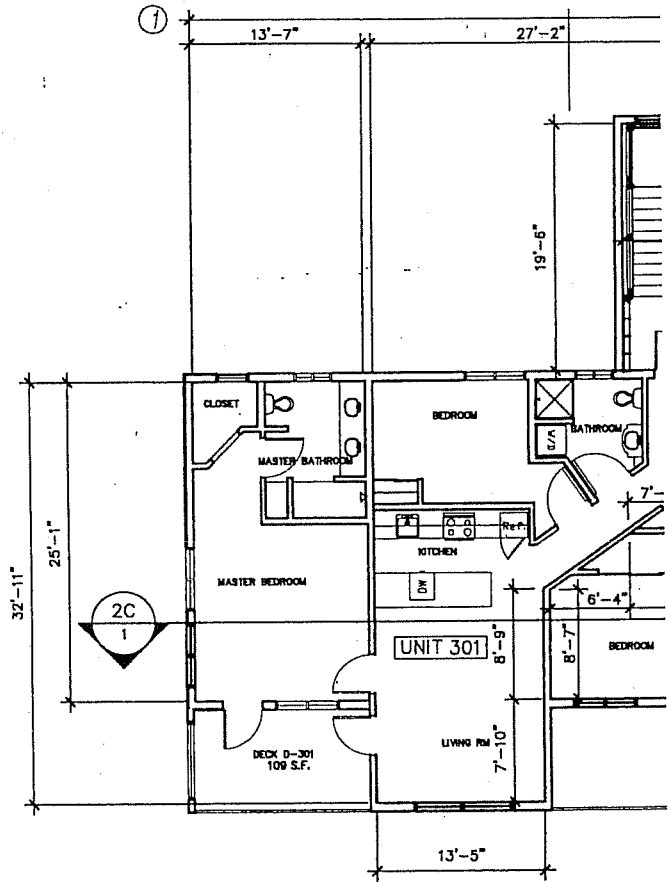


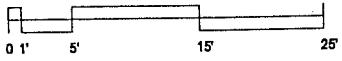
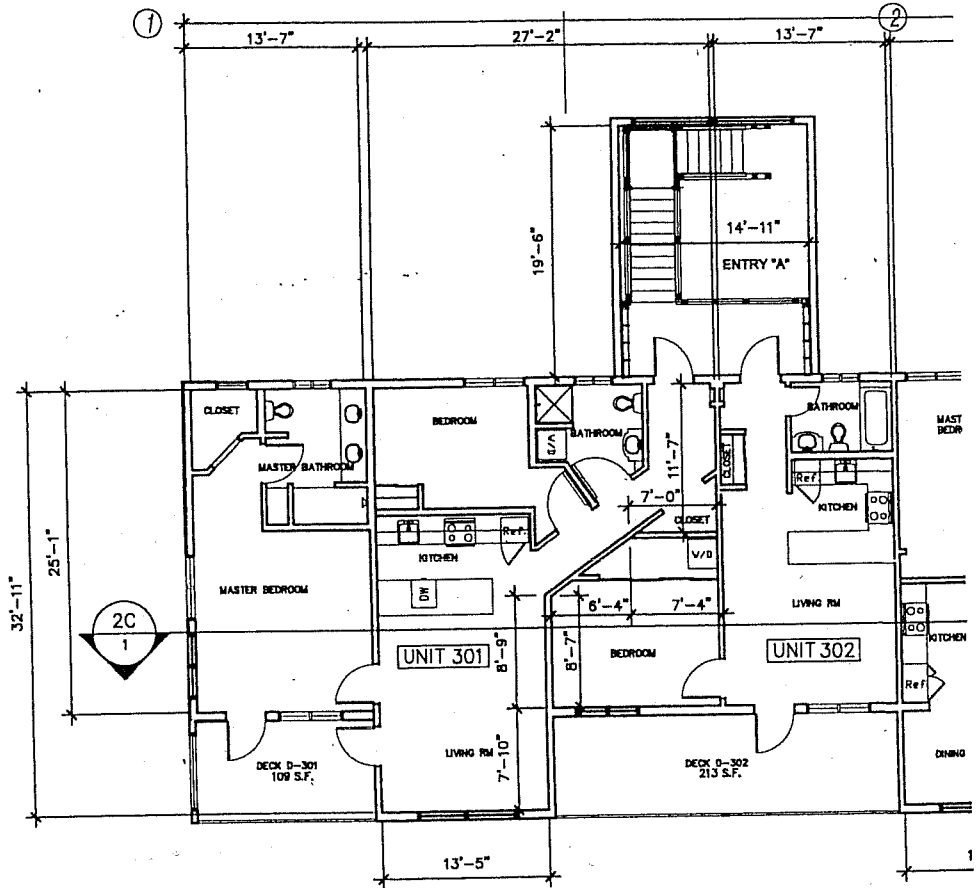


CONDOMINIUM PLANS FOR
 BIG LAKE RESORT CONDOMINIUMS
 UNITS 1-5, 101-105, 201-206, 301-307
 NORTH BUILDING
 LOT 49, SEC 28, T17N, R30W - BIG LAKE ALASKA

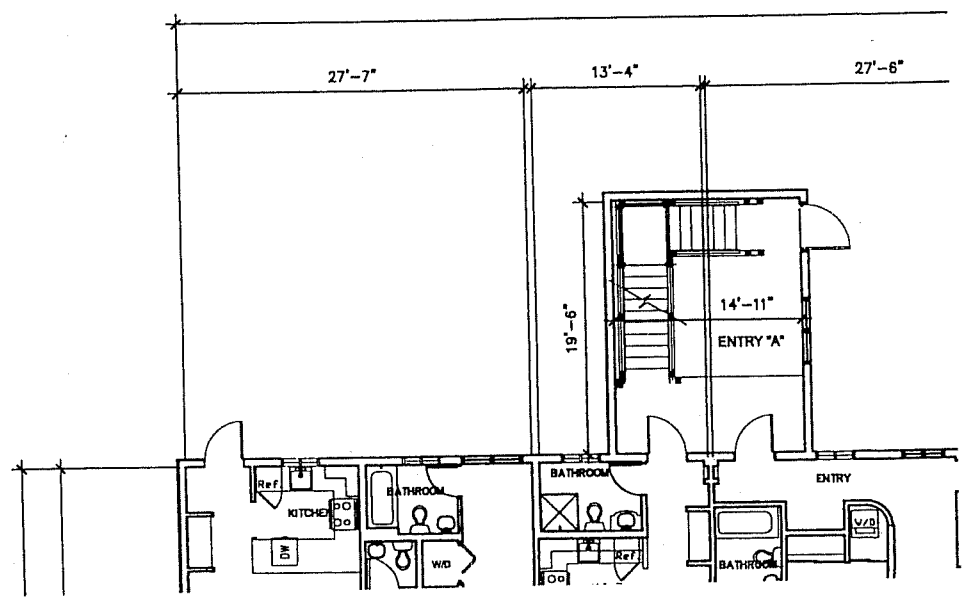
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103	1	10/15/01	...
104	1	10/15/01	...
105	1	10/15/01	...
201	1	10/15/01	...
202	1	10/15/01	...
203	1	10/15/01	...
204	1	10/15/01	...
205	1	10/15/01	...
206	1	10/15/01	...
301	1	10/15/01	...
302	1	10/15/01	...
303	1	10/15/01	...
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306	1	10/15/01	...
307	1	10/15/01	...
TOTAL	21		

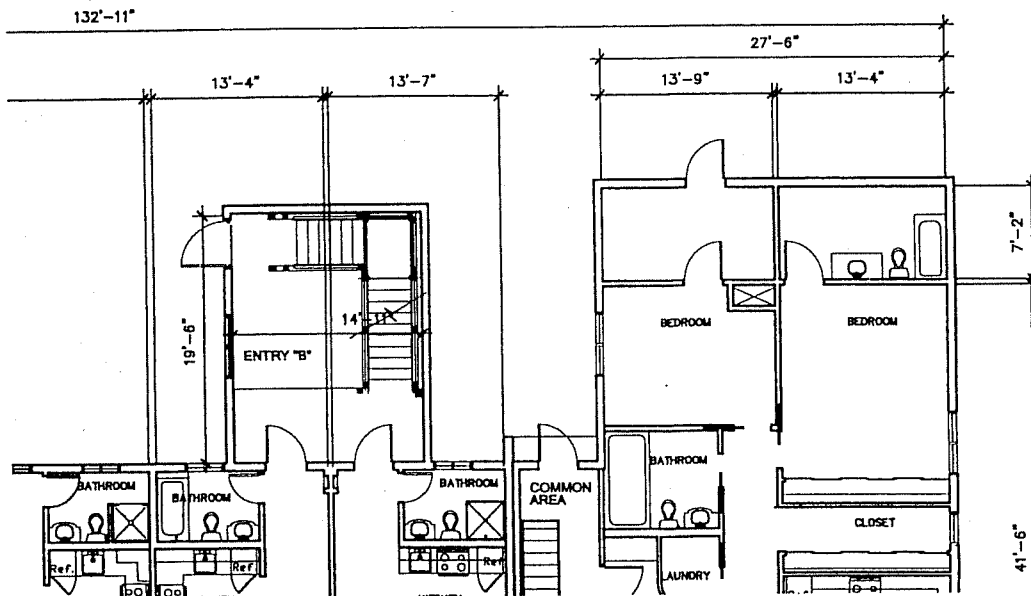
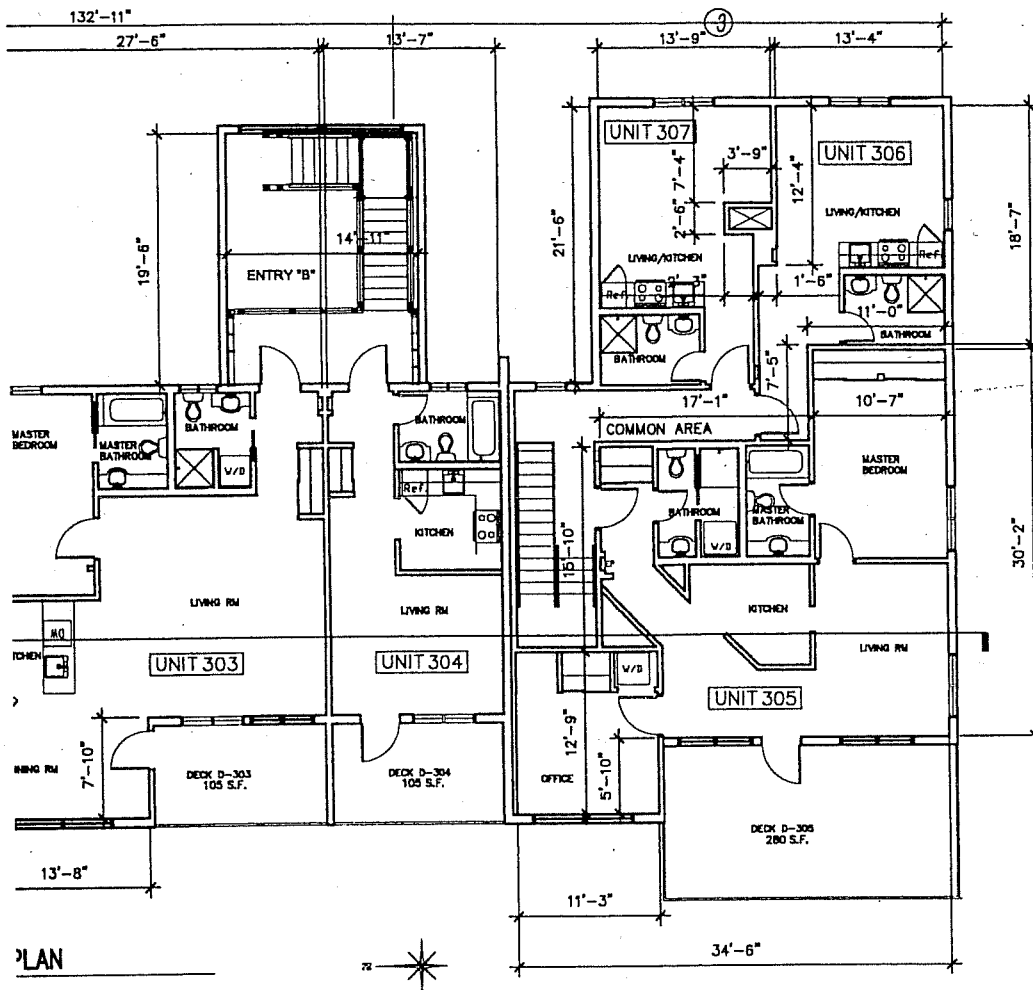






2B SECOND FLOOR PLA
2

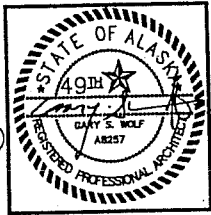




4

NOTE
LECTURE
GARY S. WOLF

BOX 3602
EEL ALASKA 99645
PHONE 9070
(907) 746-6590

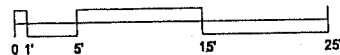
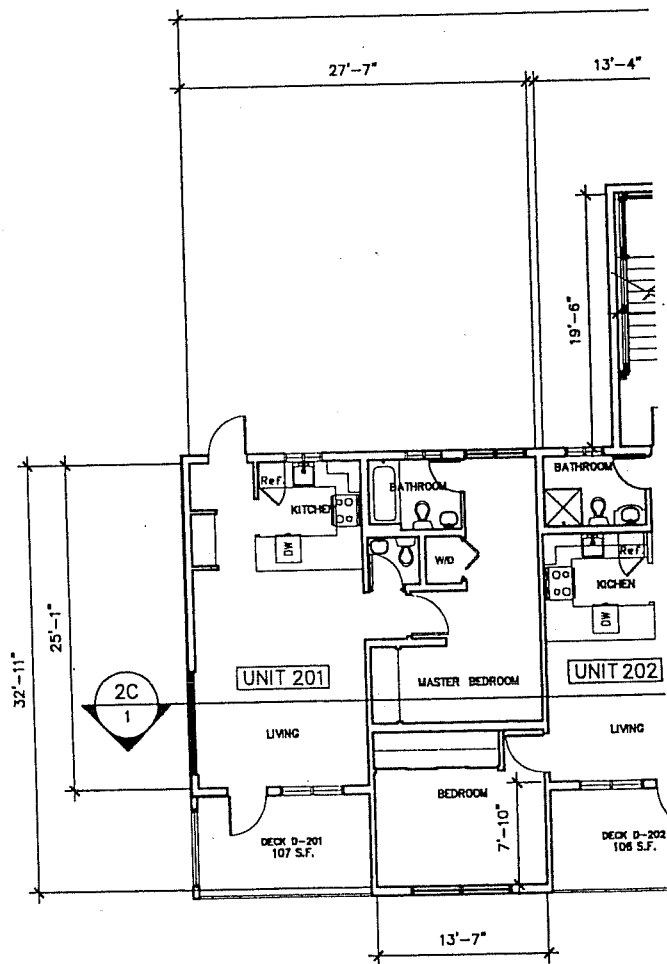
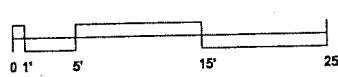
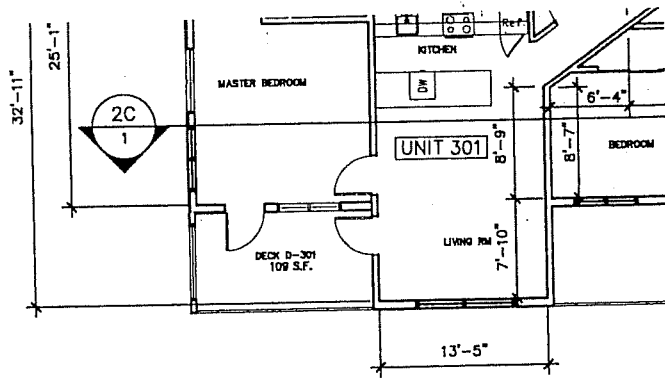


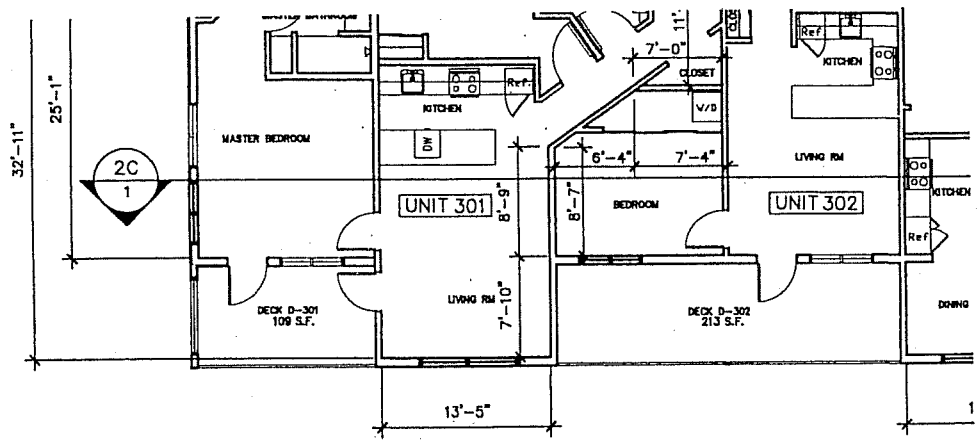
**CONDOMINIUM PLANS FOR
BIG LAKE RESORT CONDOMINIUMS
UNITS 1-5, 101-105, 201-206, 301-307
NORTH BUILDING
LOT 49, SEC. 20, T17N, R3W - BIG LAKE, ALASKA**

UNIT	SQUARE FOOTAGE
SECOND FLOOR	
301	1053.2
302	543.9
303	849.1
304	781.8

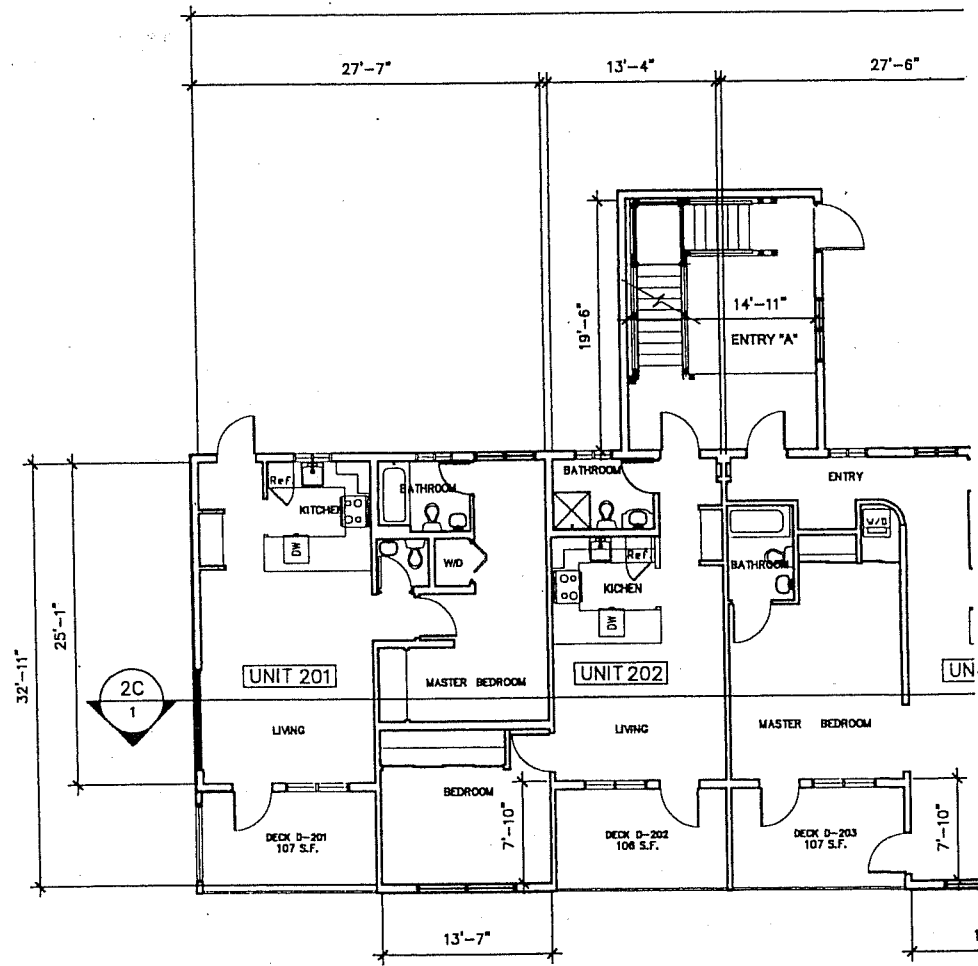
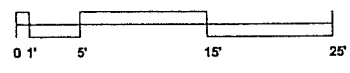
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Checked GW	Job No. 0421.01



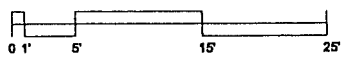


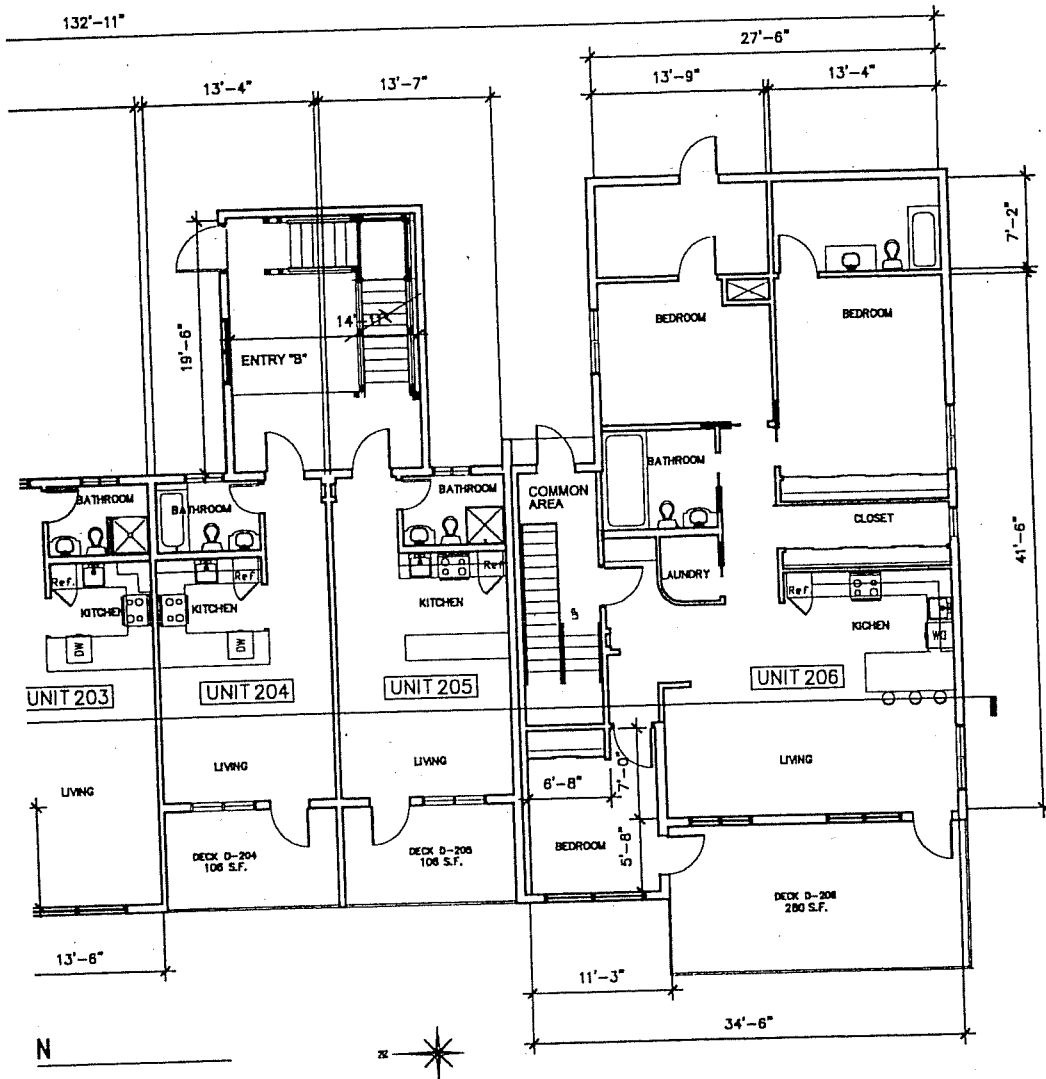
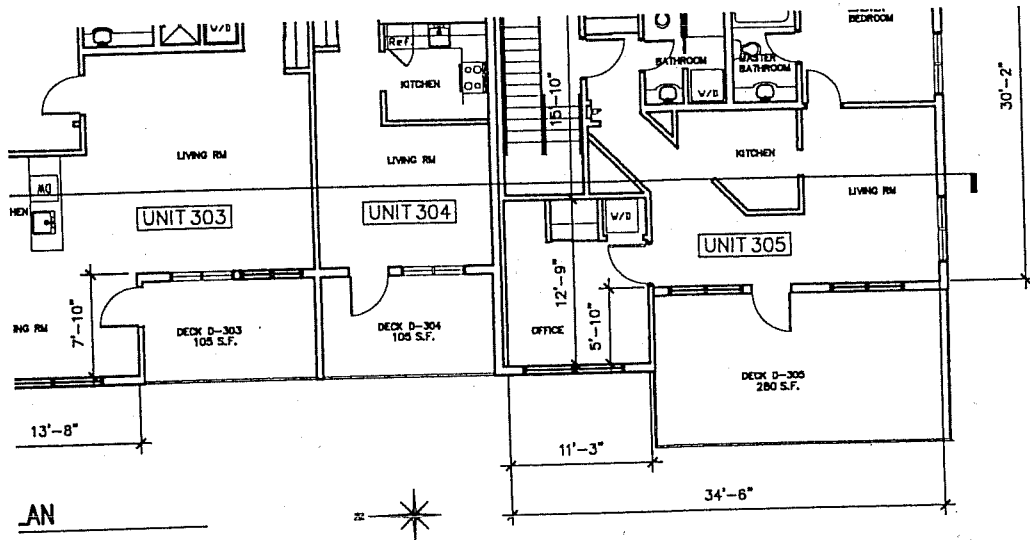


2B SECOND FLOOR PLAN



2C FIRST FLOOR PLAN







**CONDOMINIUM PLANS FOR
BIG LAKE RESORT CONDOMINIUMS
UNITS 1-5, 101-105, 201-206, 301-307
NORTH BUILDING
LOT 49, SEC. 20, T17N, R3W - BIG LAKE, ALASKA**

(B)



UNIT	SQUARE FOOTAGE
SECOND FLOOR	
301	1053.2
302	543.9
303	849.1
304	381.8
305	879.9
306	306.1
307	324.7
ENTRY "A"	178.5
ENTRY "B"	178.5
COMMON	175.1
FIRST FLOOR	
201	877.5
202	551.2
203	847.7
204	368.4
205	372.0
206	1464.1
ENTRY "A"	205.6
ENTRY "B"	205.6
COMMON	53.5

Drawn CFF	Date 12/21/04
Checked GW	Job No. 0421.01

Sheet Contents
NORTH BUILDING
FIRST FLOOR
AND SECOND FLOOR

Category	Sheet
	2



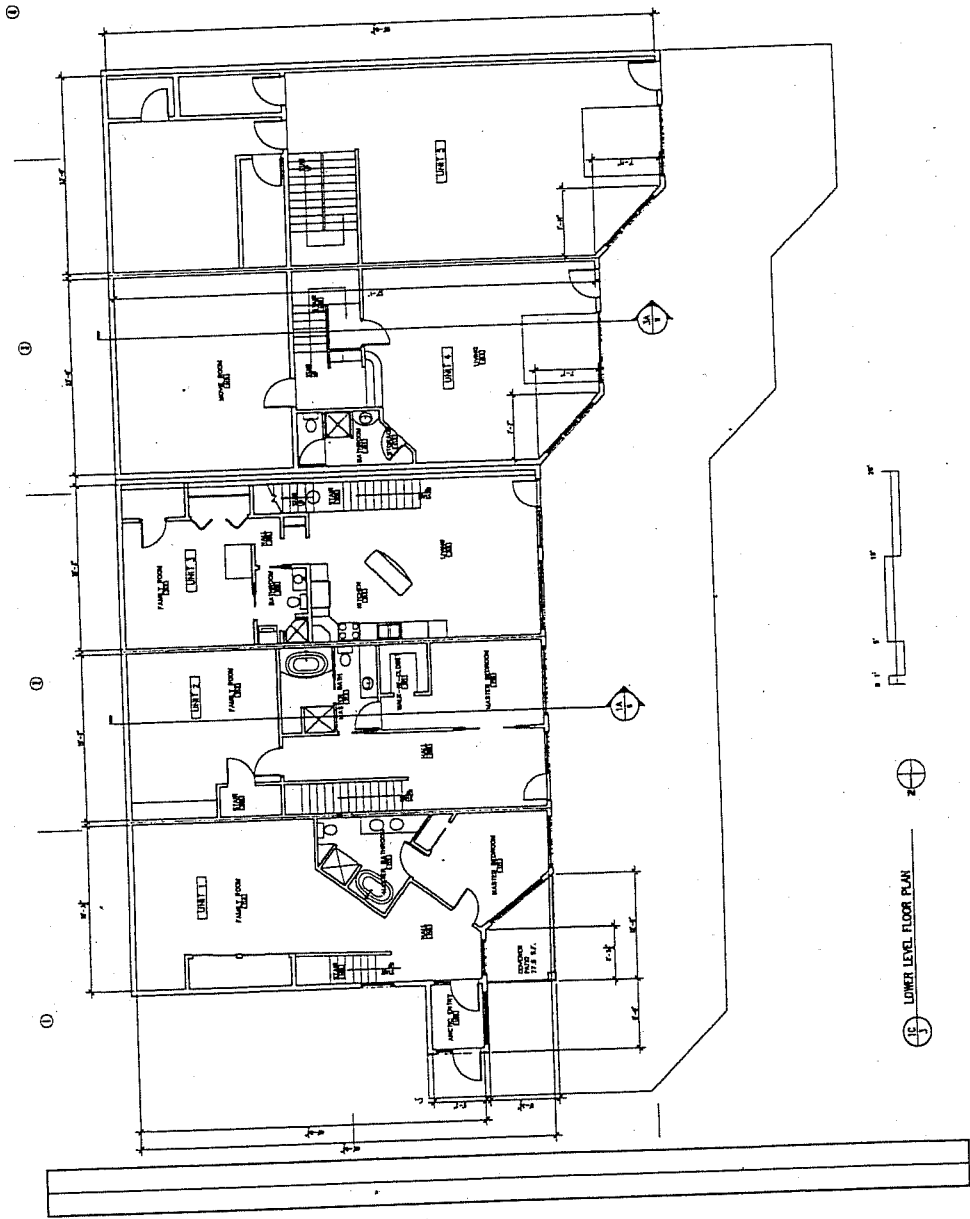



CONDOMINIUM PLANS FOR
BIG LAKE RESORT CONDOMINIUMS
 UNITS 1-5, 101-105, 201-206, 301-307
 SOUTH BUILDING
 LOT 49, SEC. 20 T17N, R3W - BIG LAKE, ALASKA

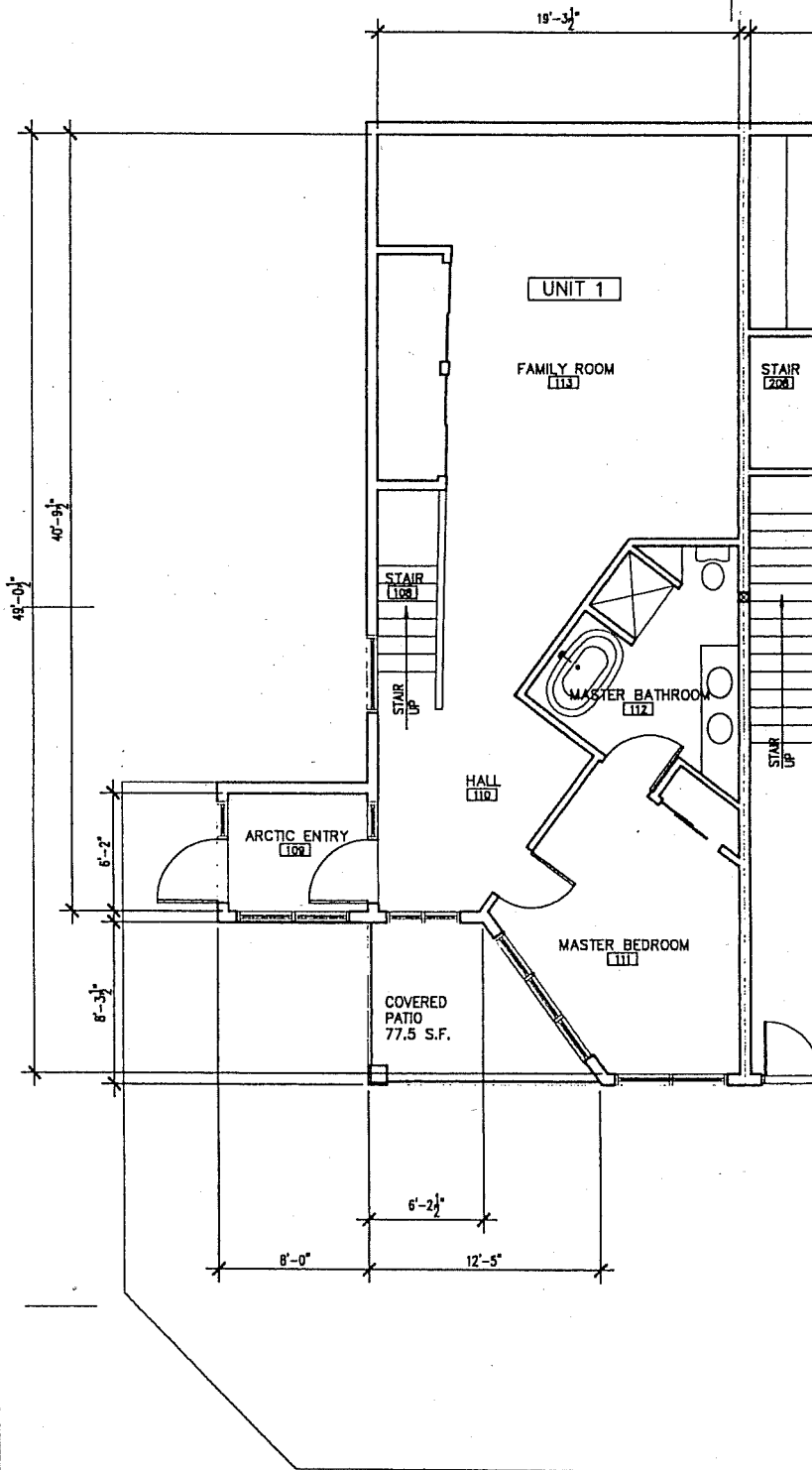
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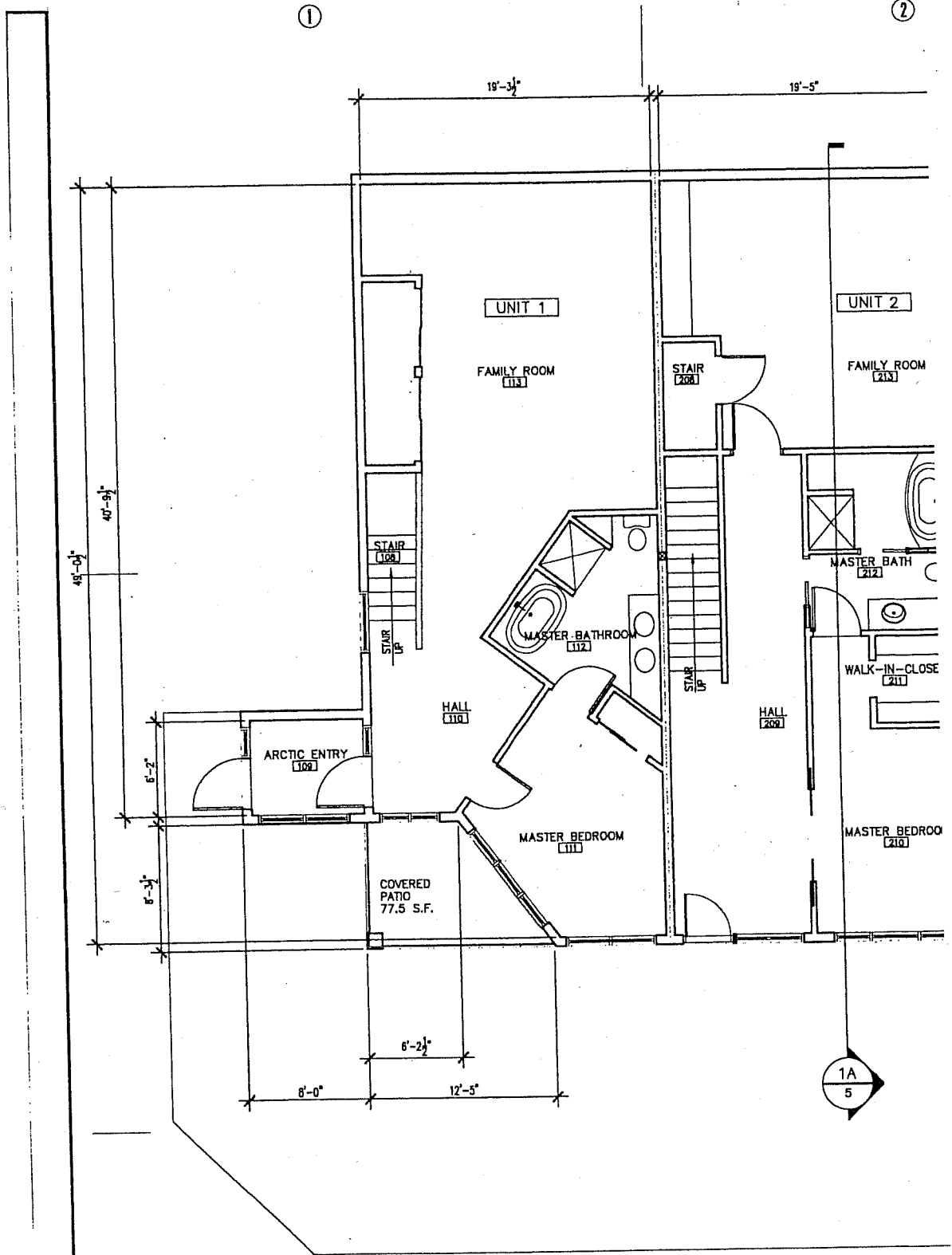
SHEET NO. 3
 OF 3
 LOWER LEVEL FLOOR PLAN

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2	102	1,000
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4	104	1,000
5	105	1,000



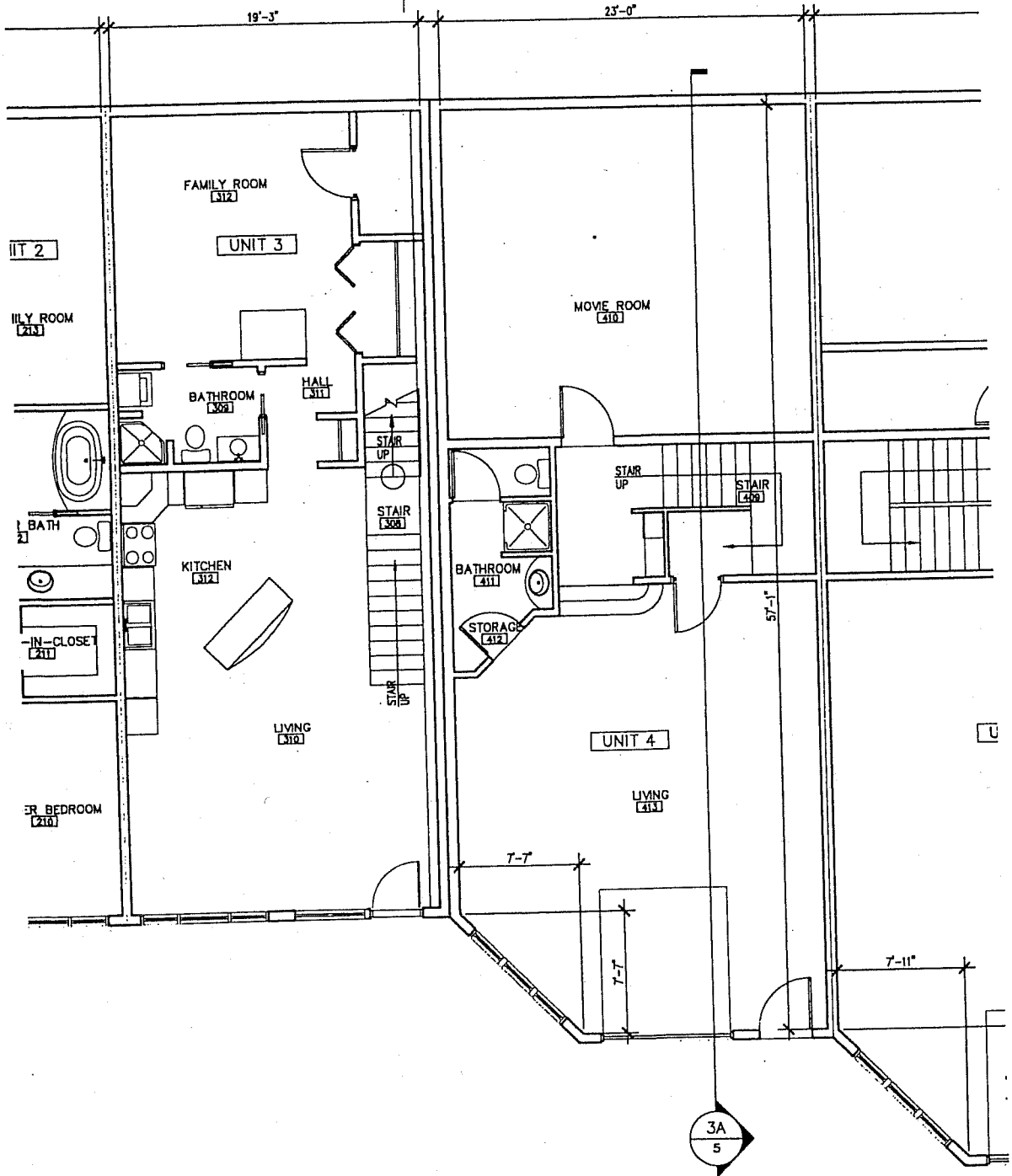
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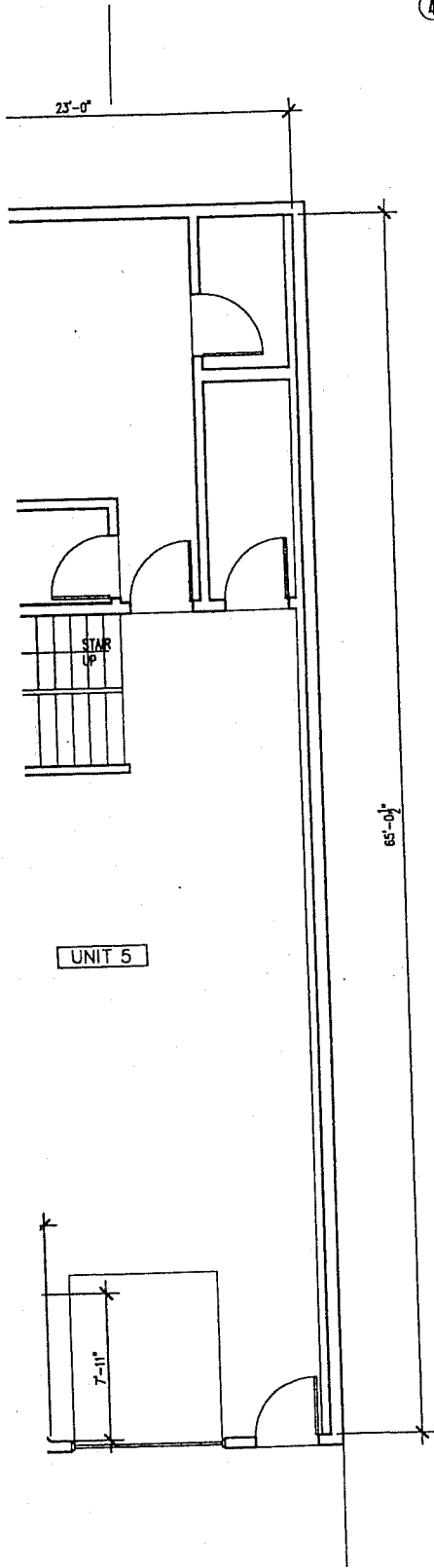




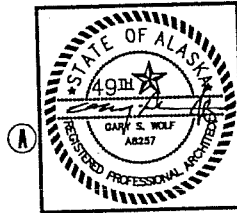
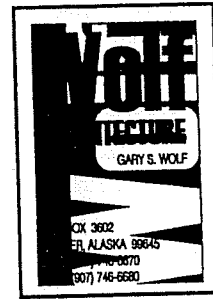
2

3





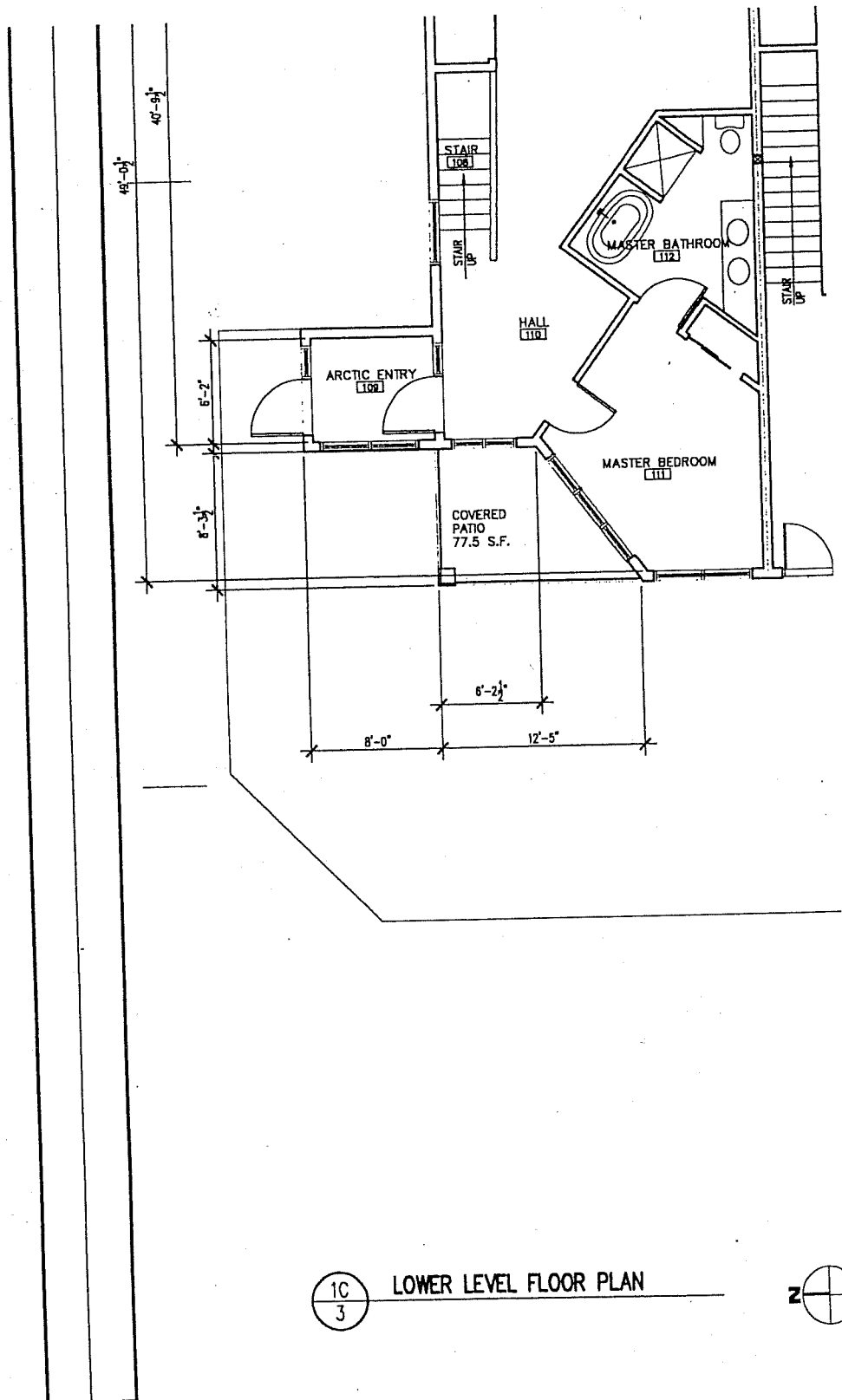
UNIT	SQUARE FOOTAGE
1	918
2	950
3	915
4	1280
5	1481



CONDOMINIUM PLANS FOR
BIG LAKE RESORT CONDOMINIUMS
UNITS 1-5, 101-105, 201-206, 301-307
SOUTH BUILDING
LOT 49, SEC. 20, T17N, R3W - BIG LAKE, ALASKA

Drawn	CFF	Date	12/21/04
Checked	GW	Job No.	0423.02

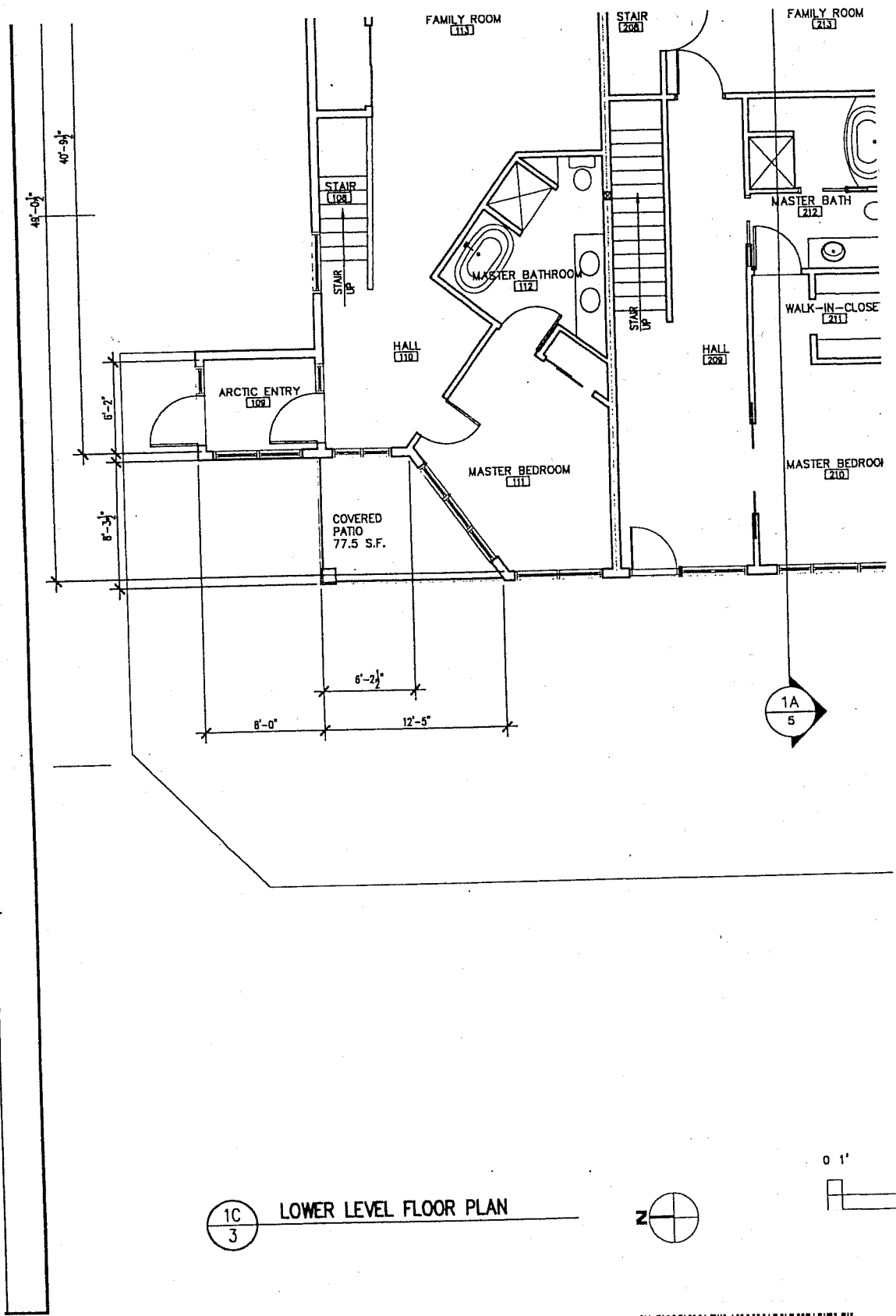




1C
3

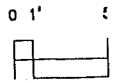
LOWER LEVEL FLOOR PLAN

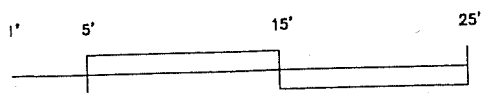
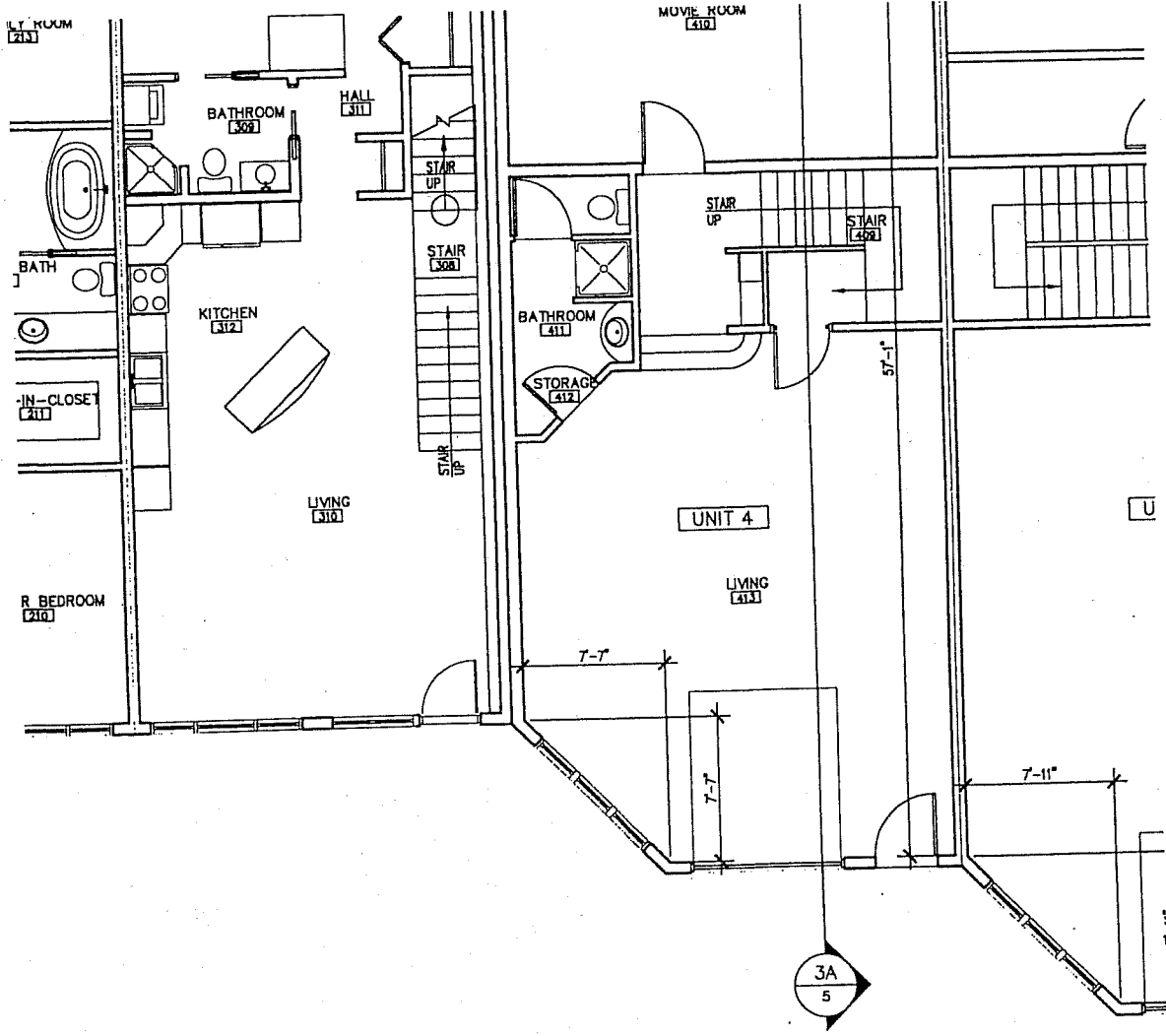


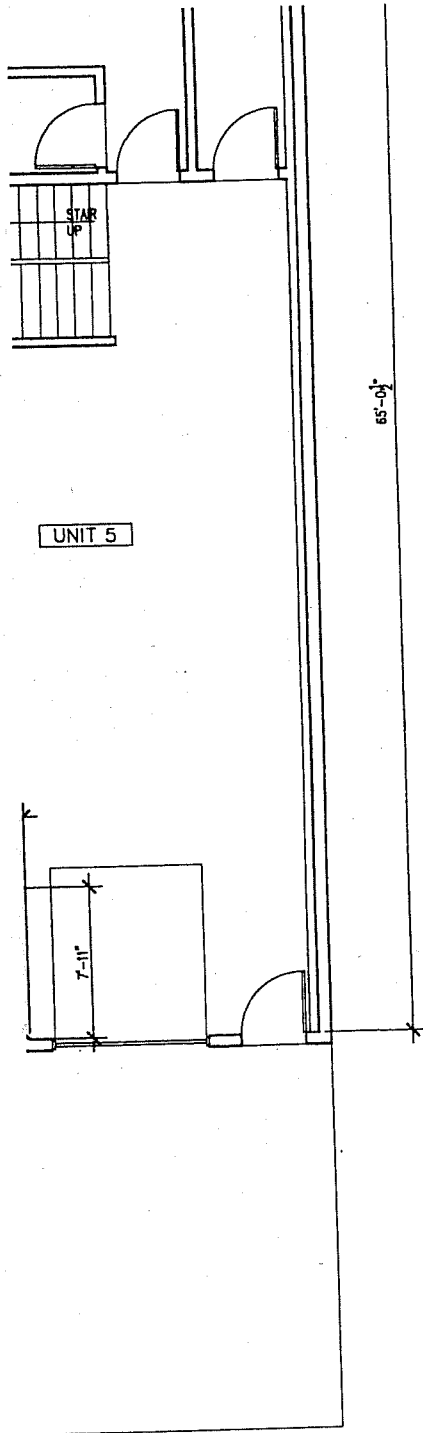


1C
3

LOWER LEVEL FLOOR PLAN







UNIT	SQUARE FOOTAGE
1	918
2	950
3	915
4	1280
5	1481





CONDOMINIUM PLANS FOR
BIG LAKE RESORT CONDOMINIUMS
UNITS 1-5, 101-105, 201-206, 301-307
 SOUTH BUILDING
 LOT 49, SEC. 20, T17N, R3W - BIG LAKE, ALASKA

Drawn	Date
CFF	12/21/04
Checked	Job No.
GW	0423.02

Sheet Contents
 SOUTH BUILDING
 LOWER LEVEL
 PLAN

Category	Sheet
	3



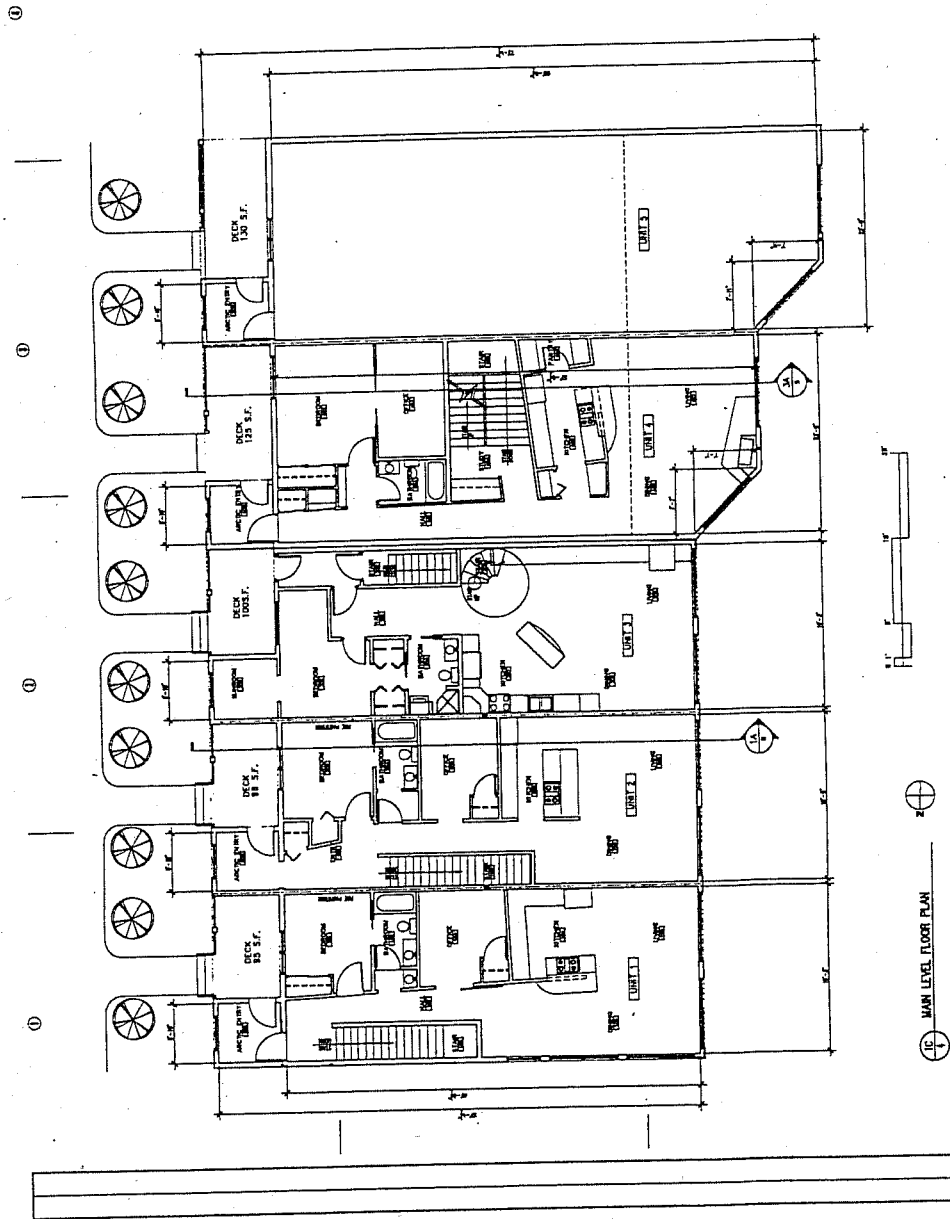



CONDOMINIUM PLANS FOR
BIG LAKE RESORT CONDOMINIUMS
 UNITS 1-5, 101-105, 201-206, 301-307
 SOUTH BUILDING
 LOT 49, SEC. 20, T17N, R3W - BIG LAKE, ALASKA

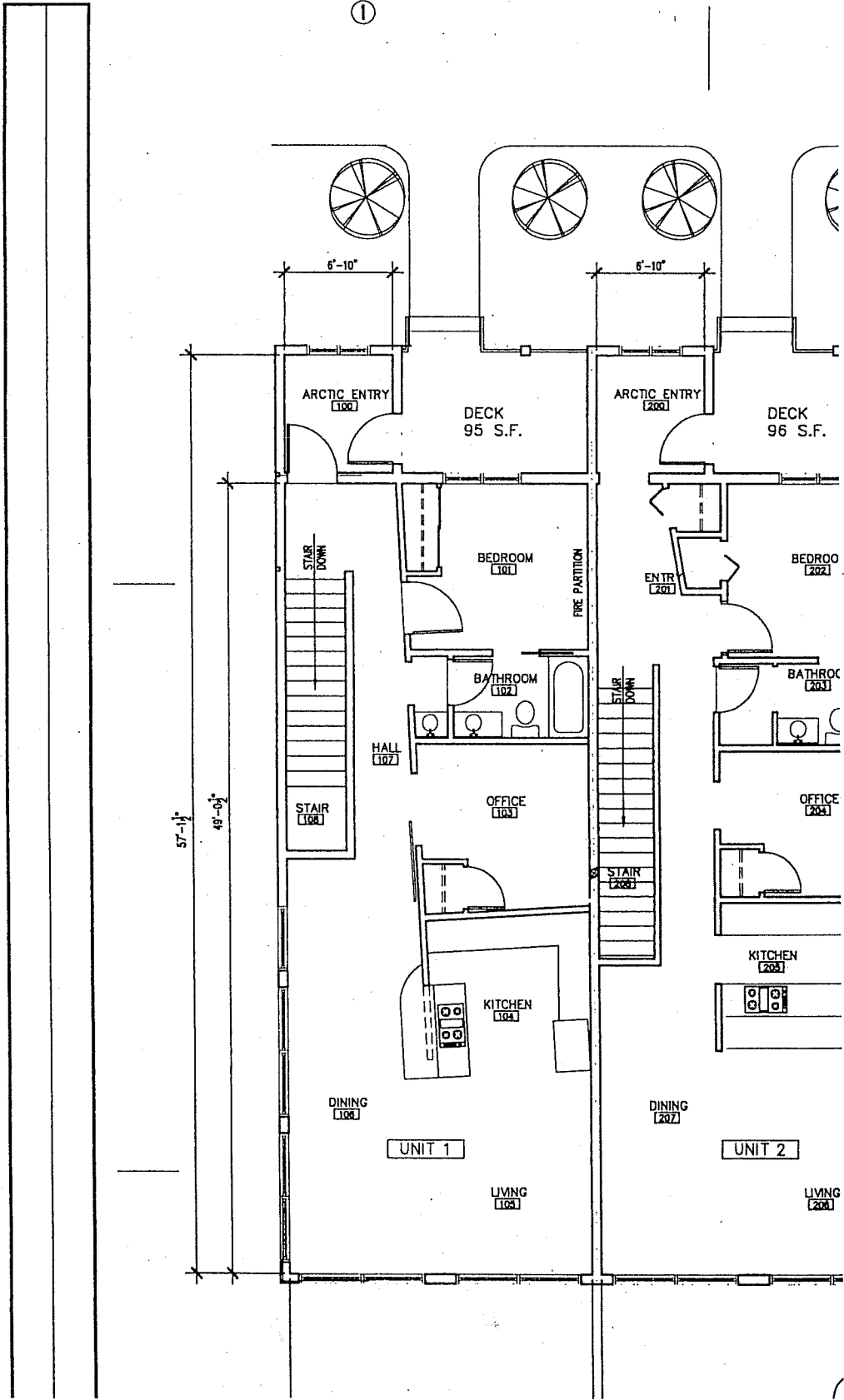
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BY	DLB
DATE	01/13/03
BY	DLB
DATE	01/13/03
BY	DLB

SHEET NO. 4
 OF 4
 MAIN LEVEL FLOOR PLAN

UNIT	AREA	FIN.
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2	1,000	100
3	1,000	100
4	1,000	100
5	1,000	100

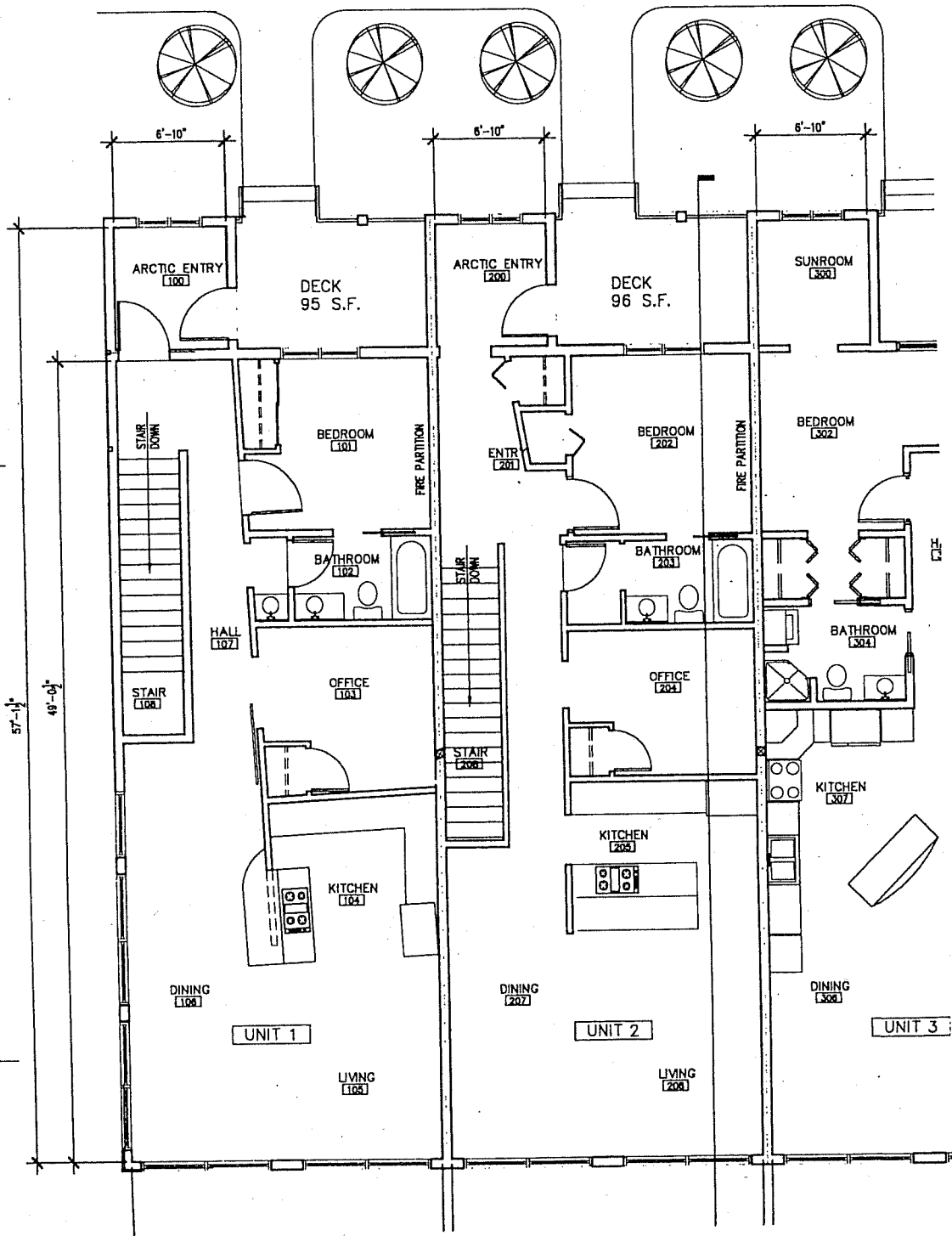


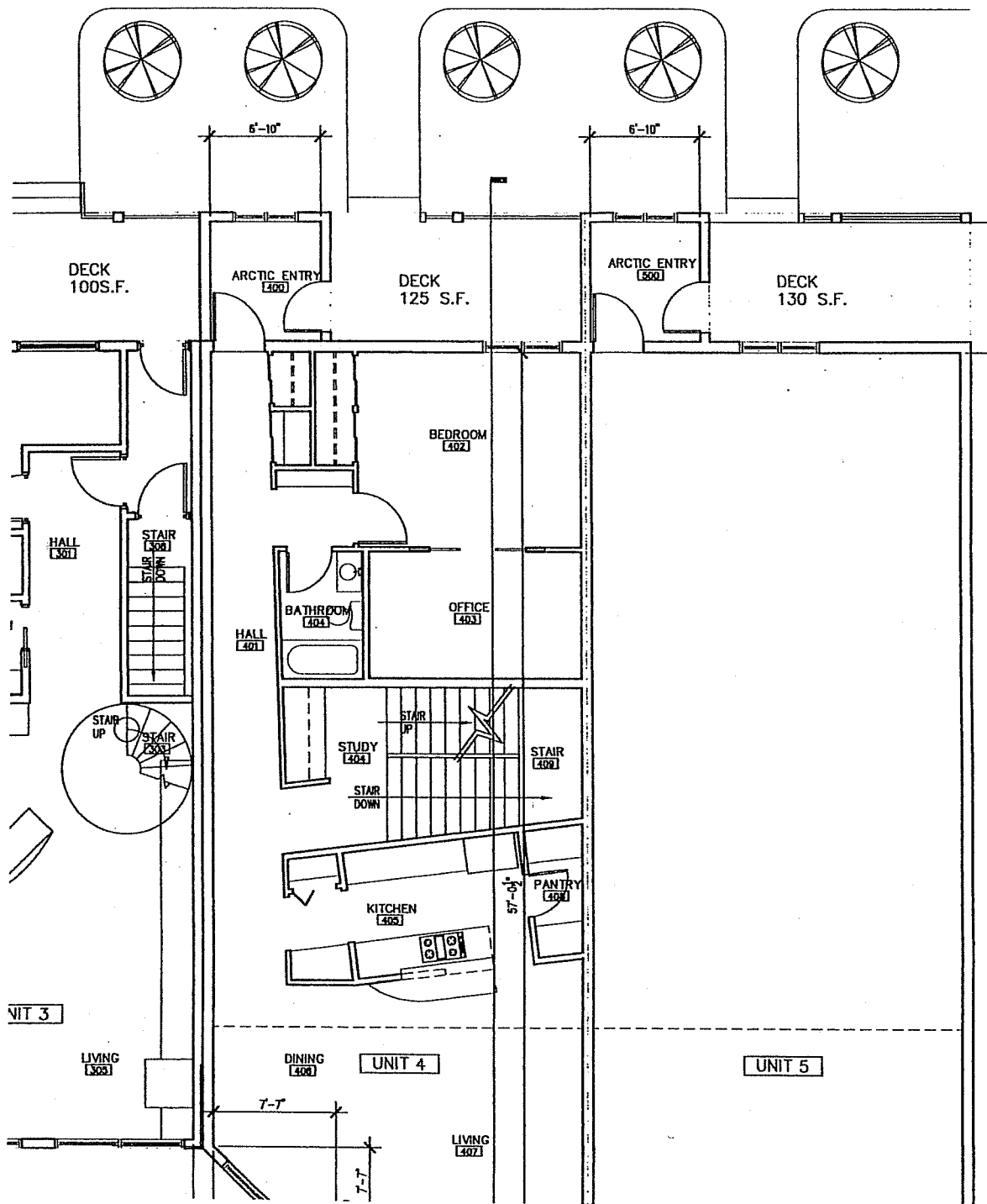
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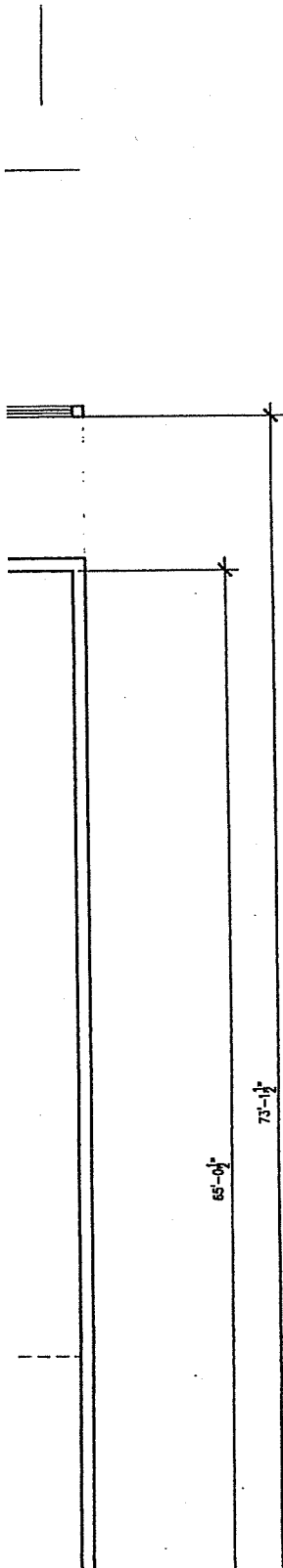


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②





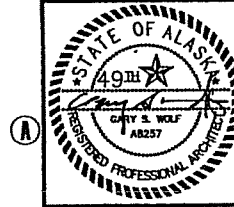


4

UNIT	SQUARE FOOTAGE
1	921
2	1006
3	1000
4	1343
5	1524

NOTE
LECTURE
GARY S. WOLF

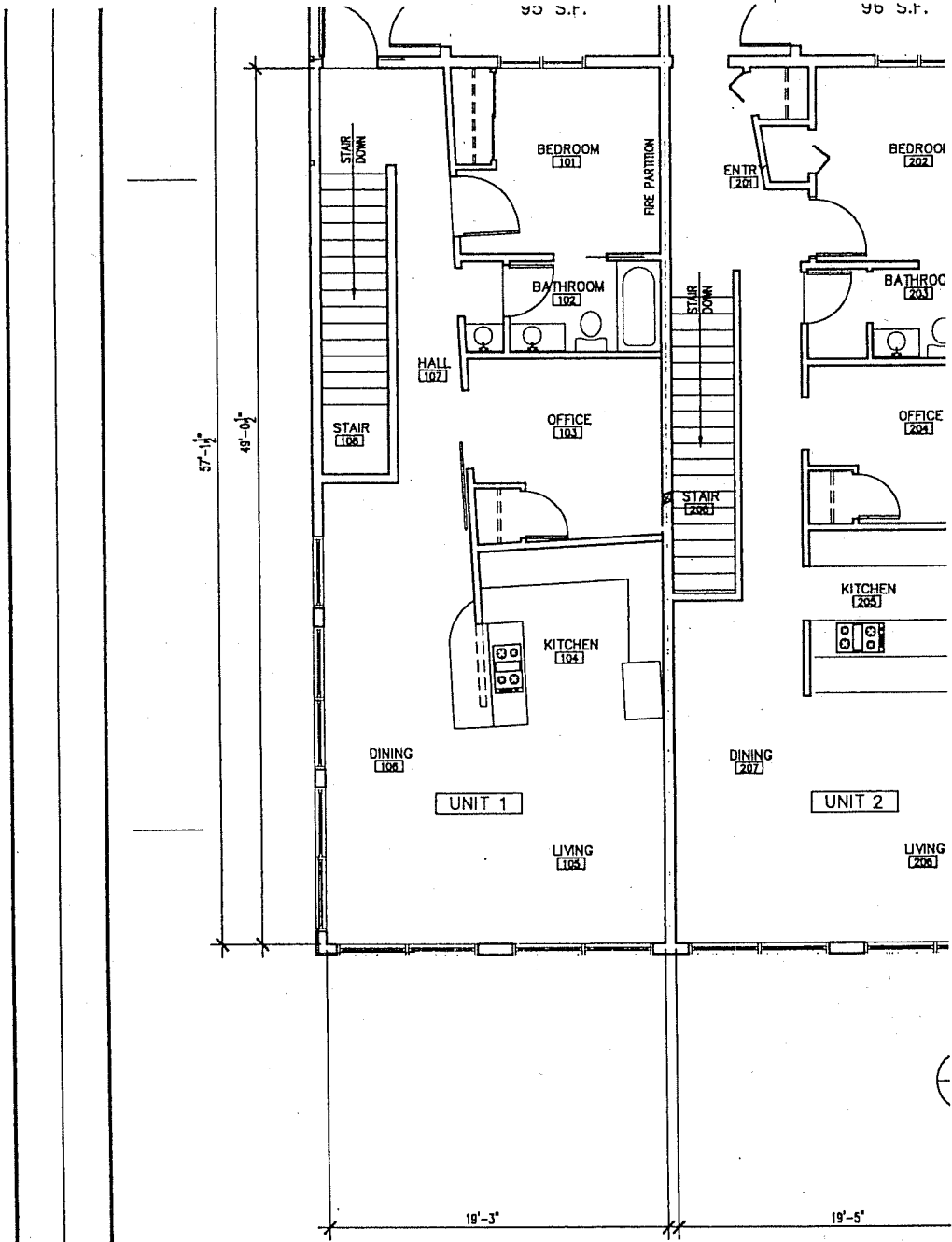
BOX 3602
E1, ALASKA 99645
PROF0070
(907) 748-6680



**CONDOMINIUM PLANS FOR
BIG LAKE RESORT CONDOMINIUMS
UNITS 1-5, 101-105, 201-206, 301-307
SOUTH BUILDING
LOT 49, SEC. 20, T17N, R3W - BIG LAKE, ALASKA**

Drawn CFF	Date 12/21/04
Checked GW	Job No. 0423.02

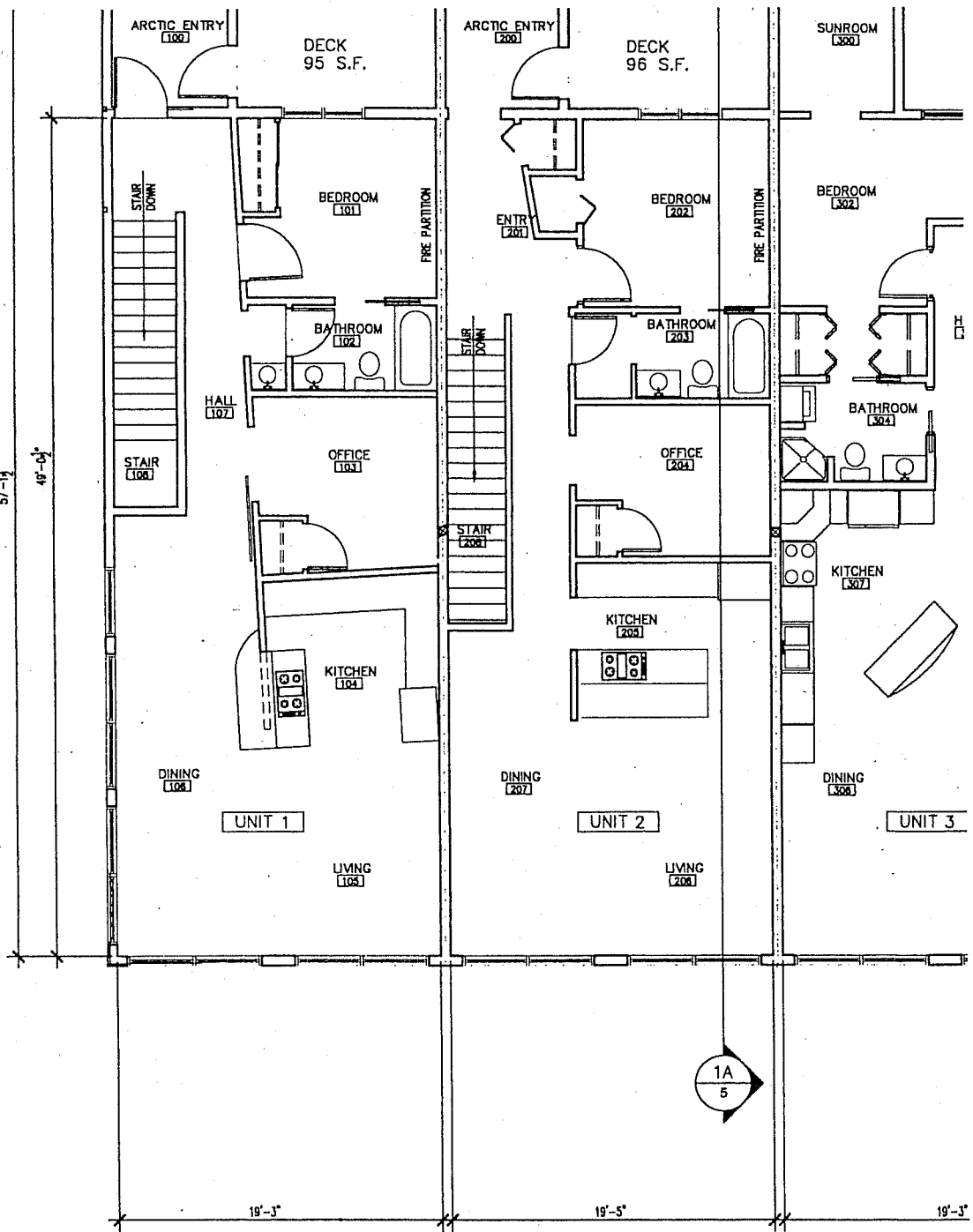




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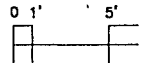
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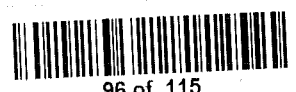
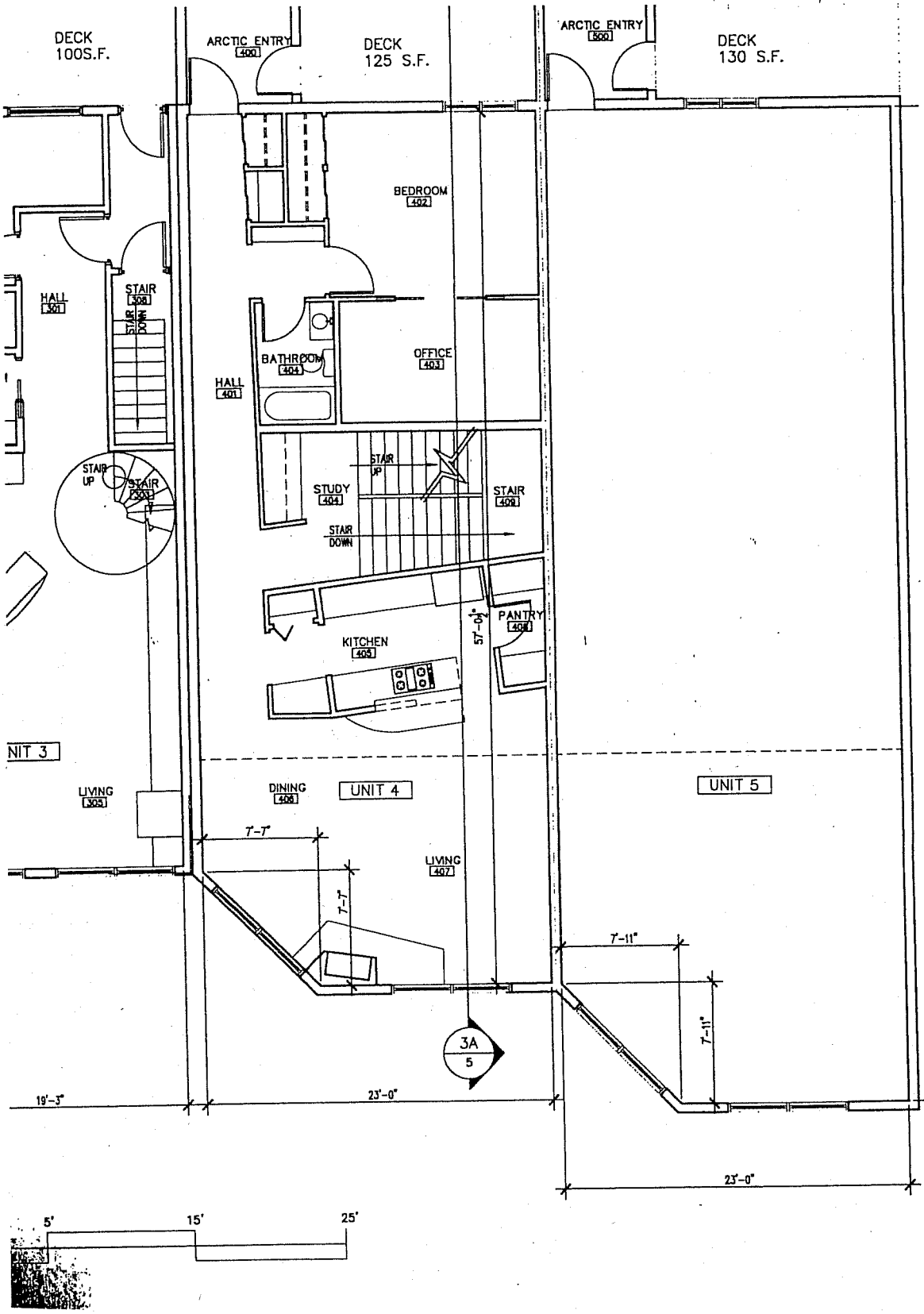


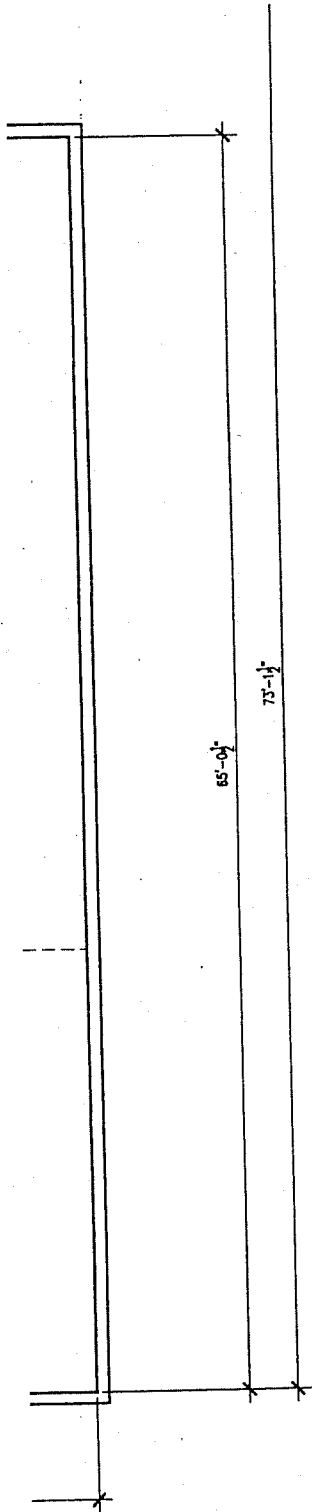


1C
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MAIN LEVEL FLOOR PLAN







UNIT	SQUARE FOOTAGE
1	921
2	1006
3	1000
4	1343
5	1524



**CONDOMINIUM PLANS FOR
BIG LAKE RESORT CONDOMINIUMS
UNITS 1-5, 101-105, 201-206, 301-307**
SOUTH BUILDING
LOT 49, SEC. 20, T17N, R3W - BIG LAKE, ALASKA

Drawn CFF	Date 12/21/04
Checked GW	Job No. 0423.02

Sheet Contents
SOUTH BUILDING
MAIN LEVEL FLOOR
PLAN

Category	Sheet 4
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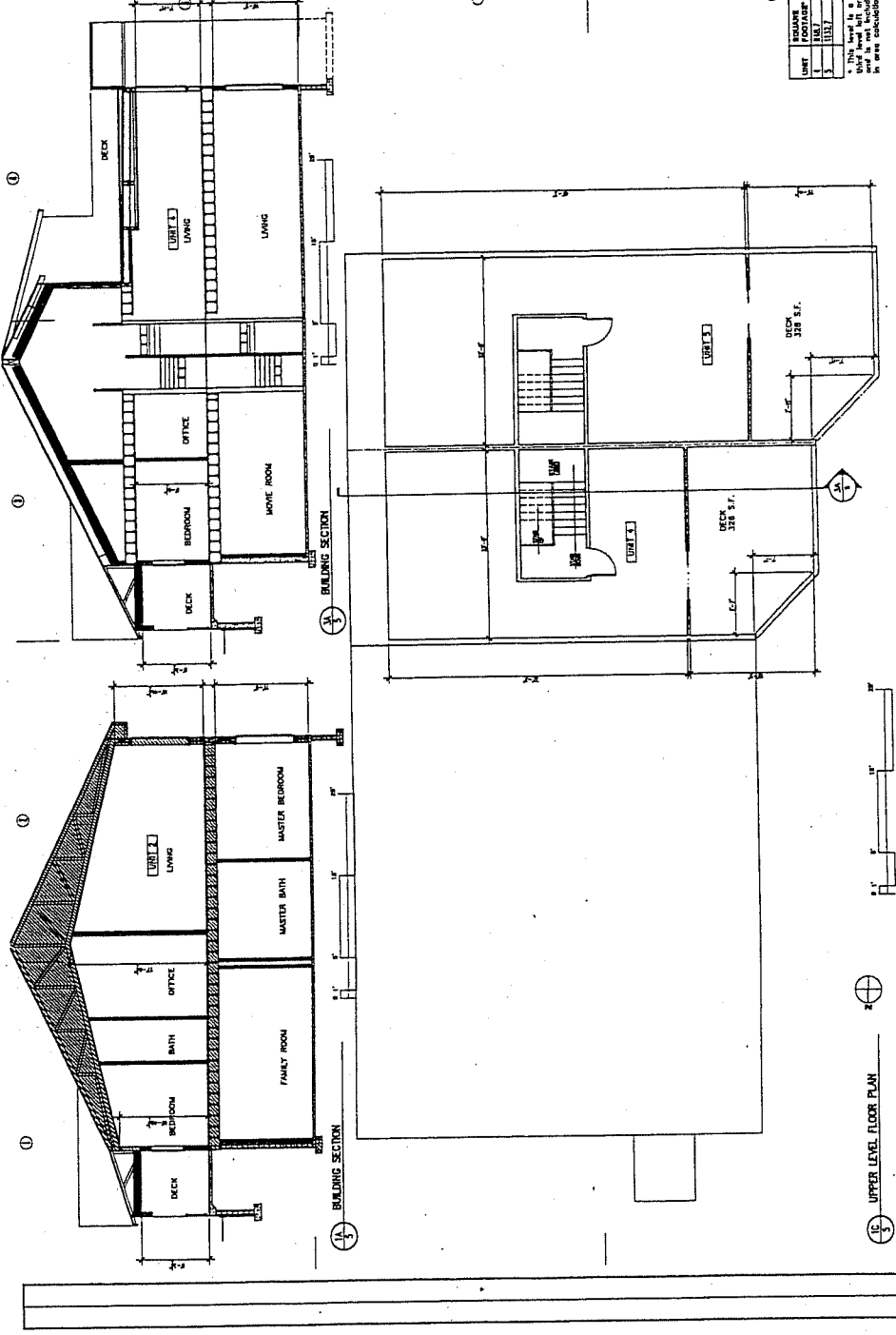
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BIG LAKE RESORT CONDOMINIUMS
 UNITS 1-5, 101-105, 201-206, 301-307
 SOUTH BUILDING
 LOT 49, SEC. 20, T17N, R04W - BIG LAKE, ALASKA

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BY	ML
CHECKED	ML
DATE	01/22/05
BY	ML
CHECKED	ML

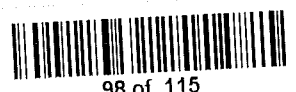
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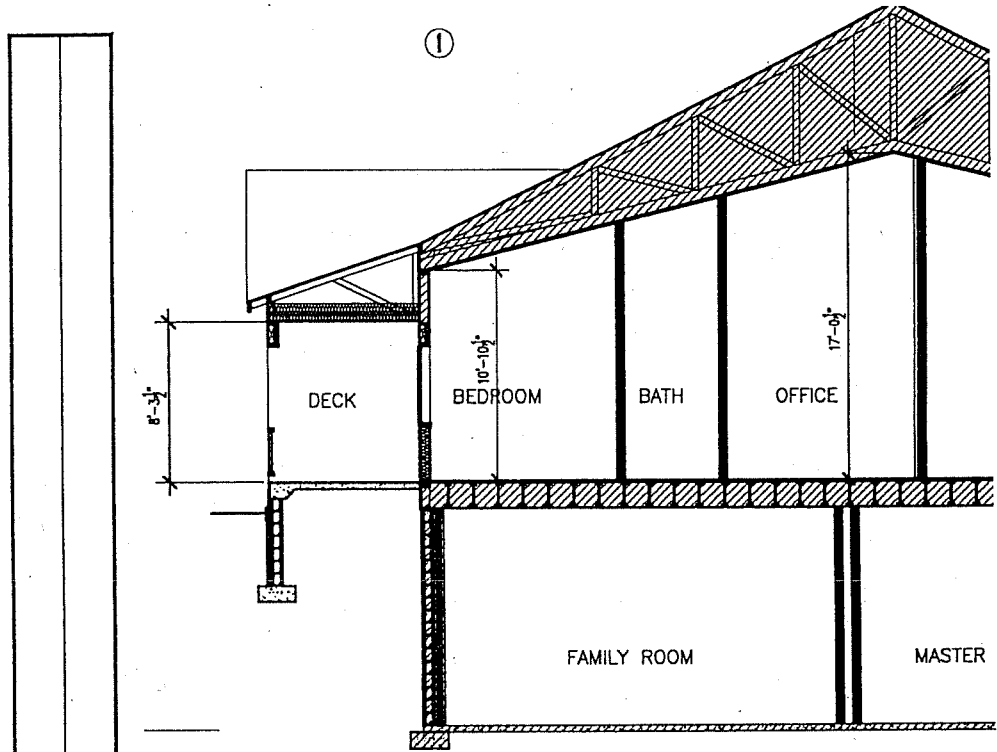
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3	1117

5
 SHEET



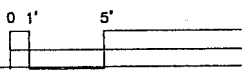
UPPER LEVEL FLOOR PLAN

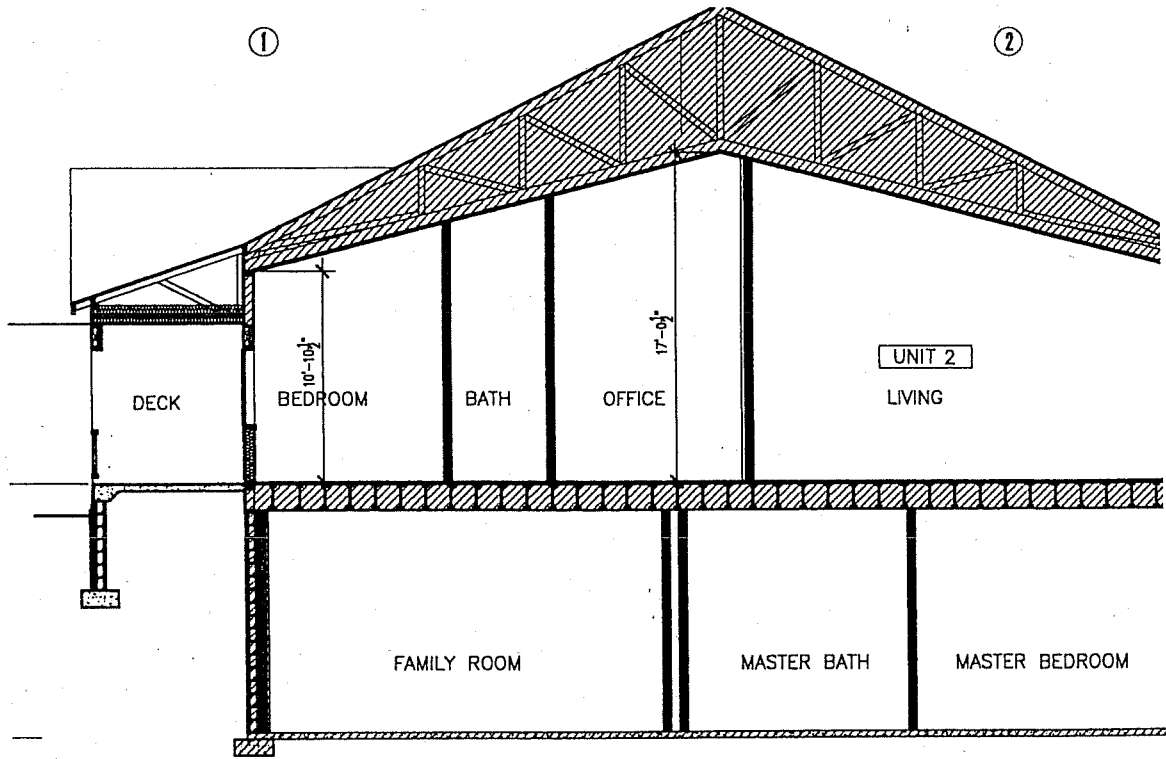




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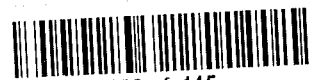
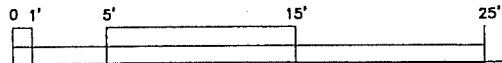
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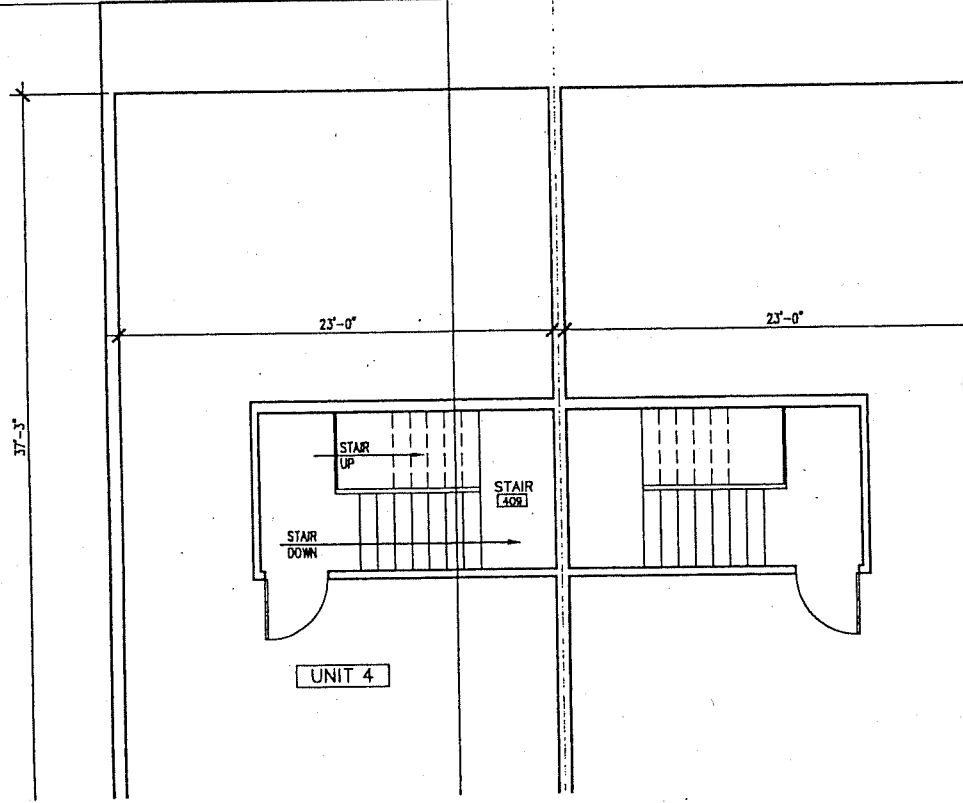
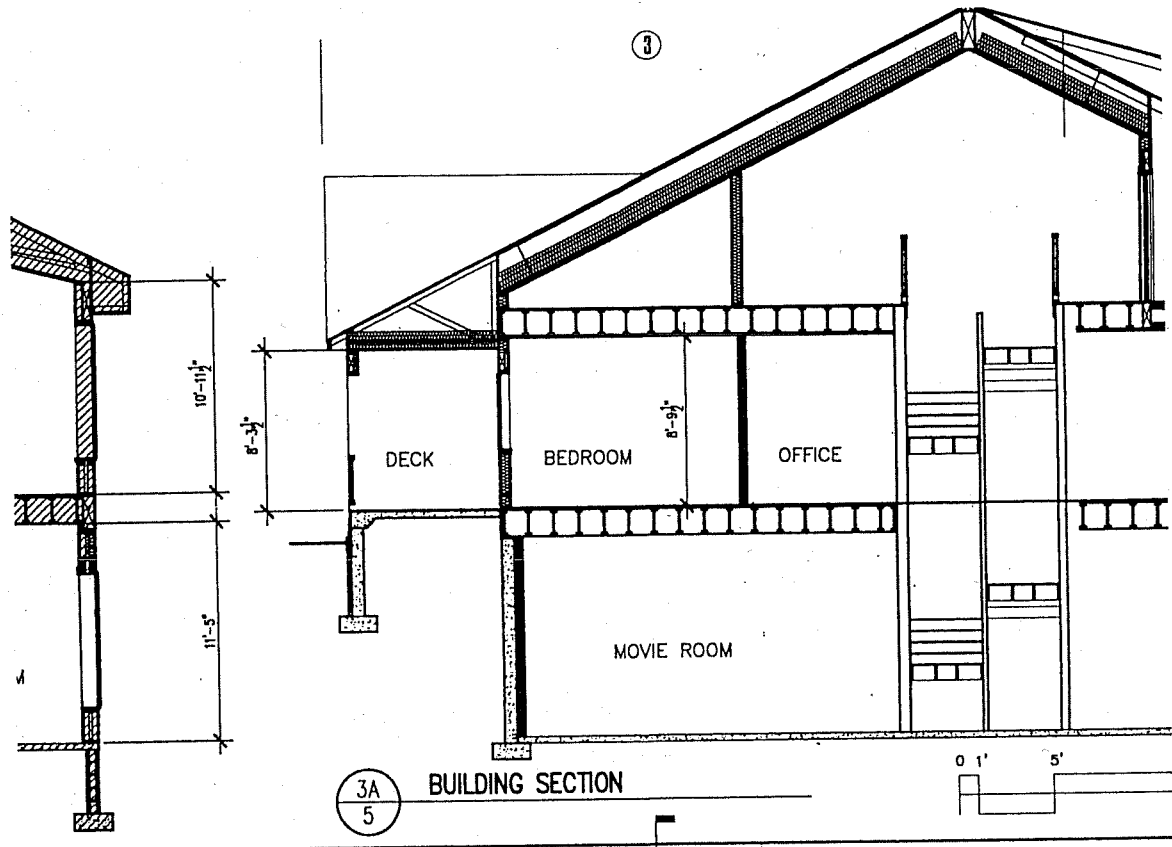


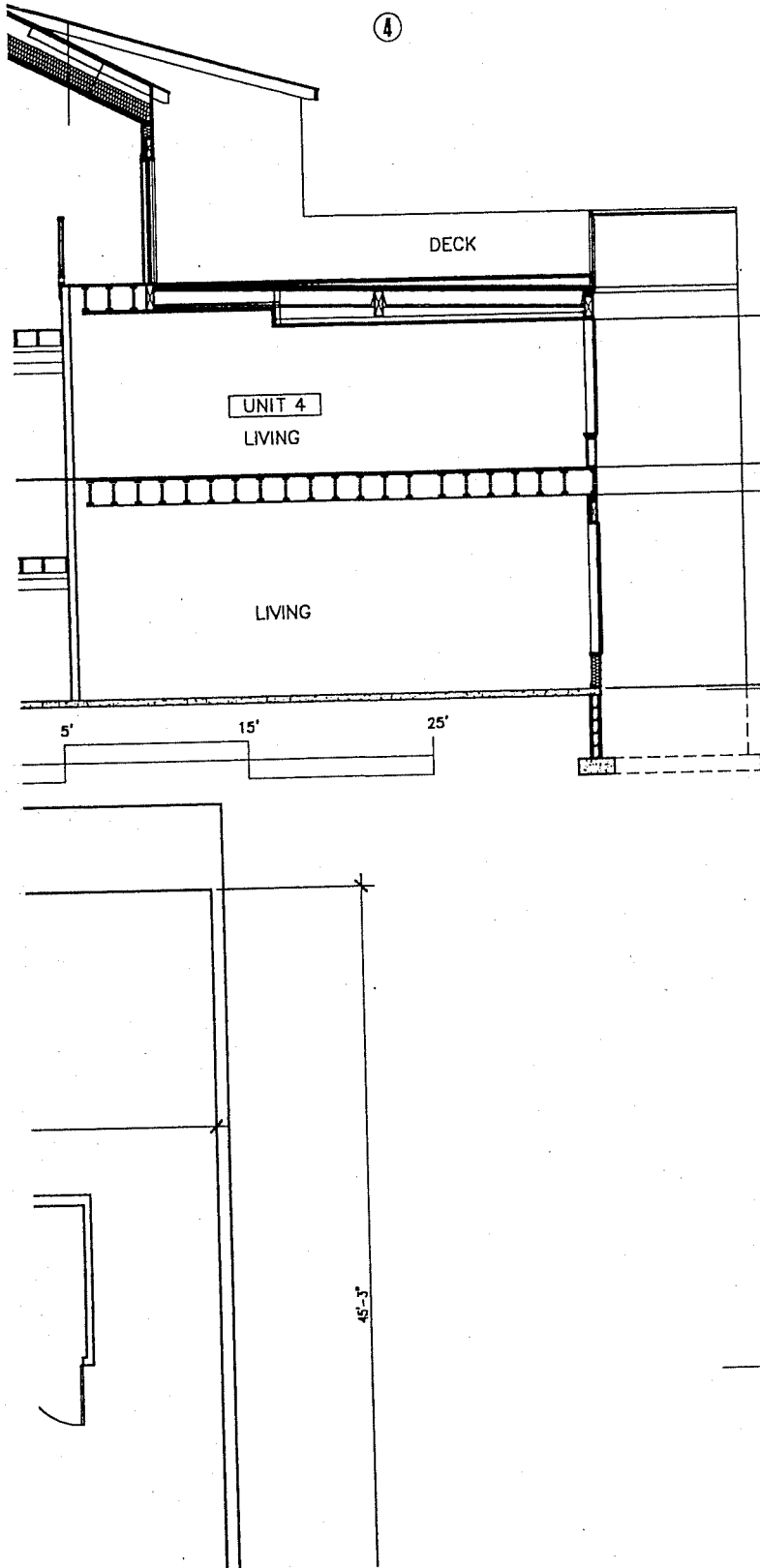


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BUILDING SECTION



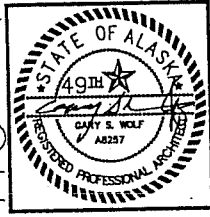




4

Wolf
TECHTURE
 GARY S. WOLF

PO BOX 3602
 BIG LAKE, ALASKA 99645
 907-667-0070
 (907) 746-6690



CONDOMINIUM PLANS FOR
BIG LAKE RESORT CONDOMINIUMS
UNITS 1-5, 101-105, 201-206, 301-307
 SOUTH BUILDING
 LOT 49, SEC. 20, T17N, R3W - BIG LAKE, ALASKA

Drawn	Date
CFF	12/21/04
Checked	Job No.
GW	0423.02





FAMILY ROOM

MASTER

1A
5

BUILDING SECTION

0 1'

5'

1C
5

UPPER LEVEL FLOOR PLAN

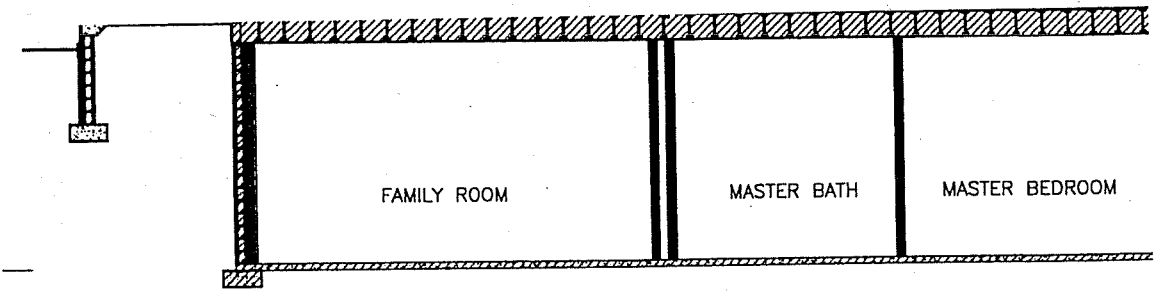


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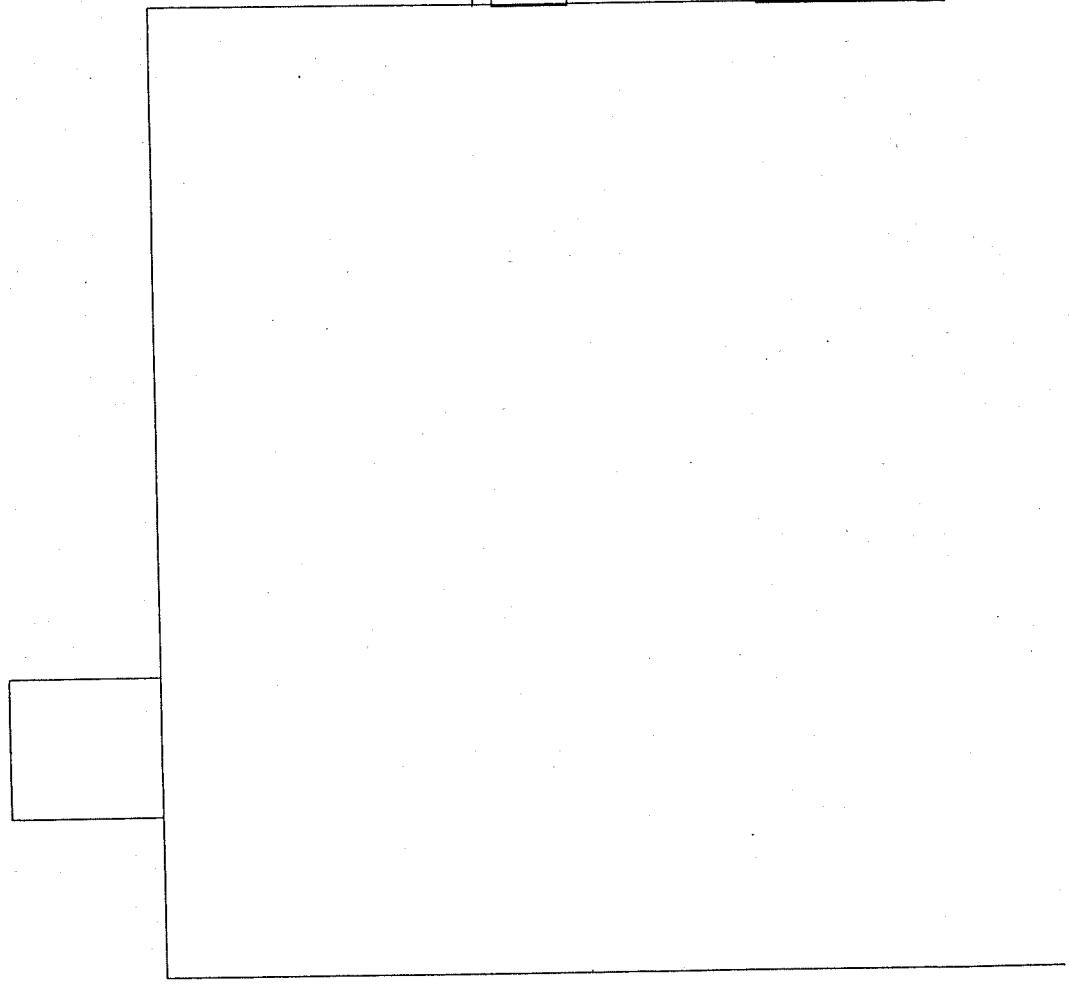
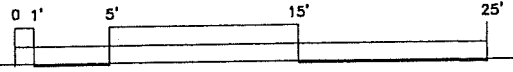
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2004-036845-0



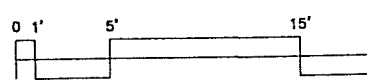
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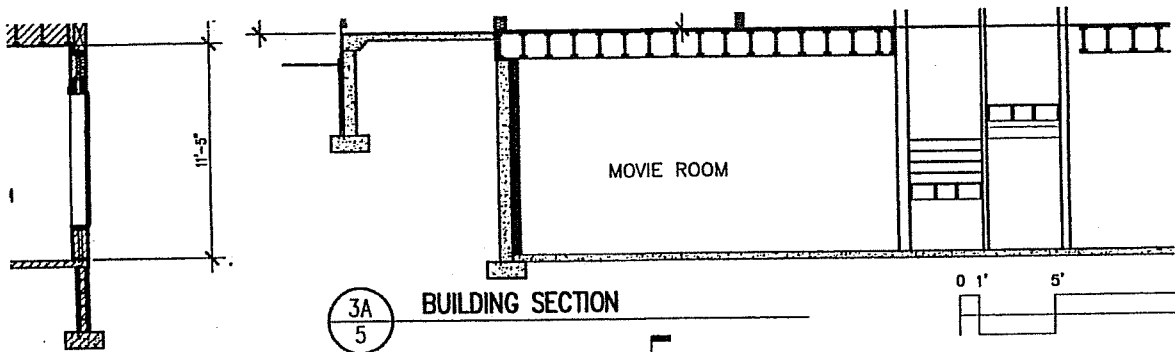
BUILDING SECTION



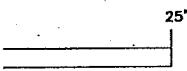
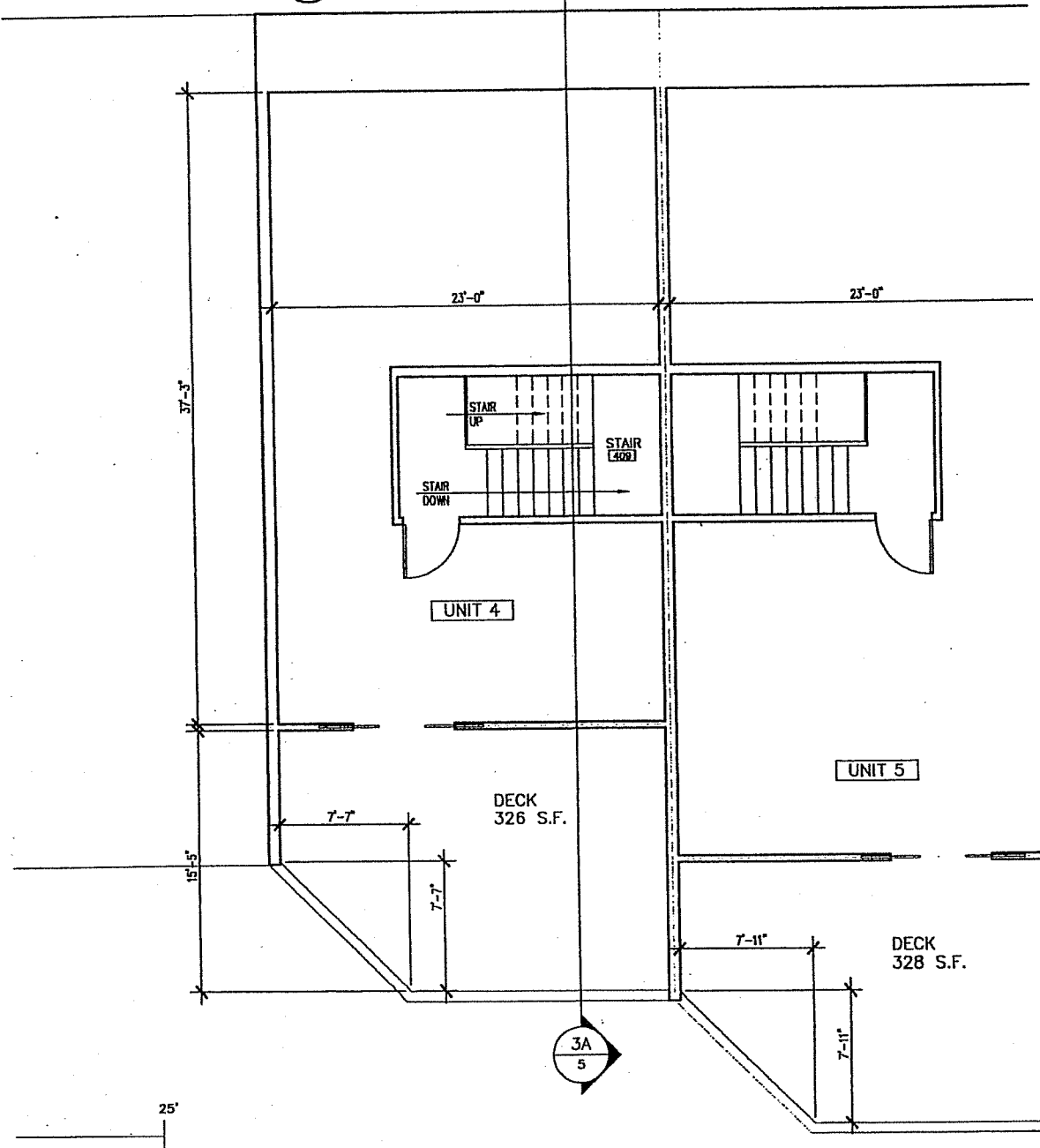
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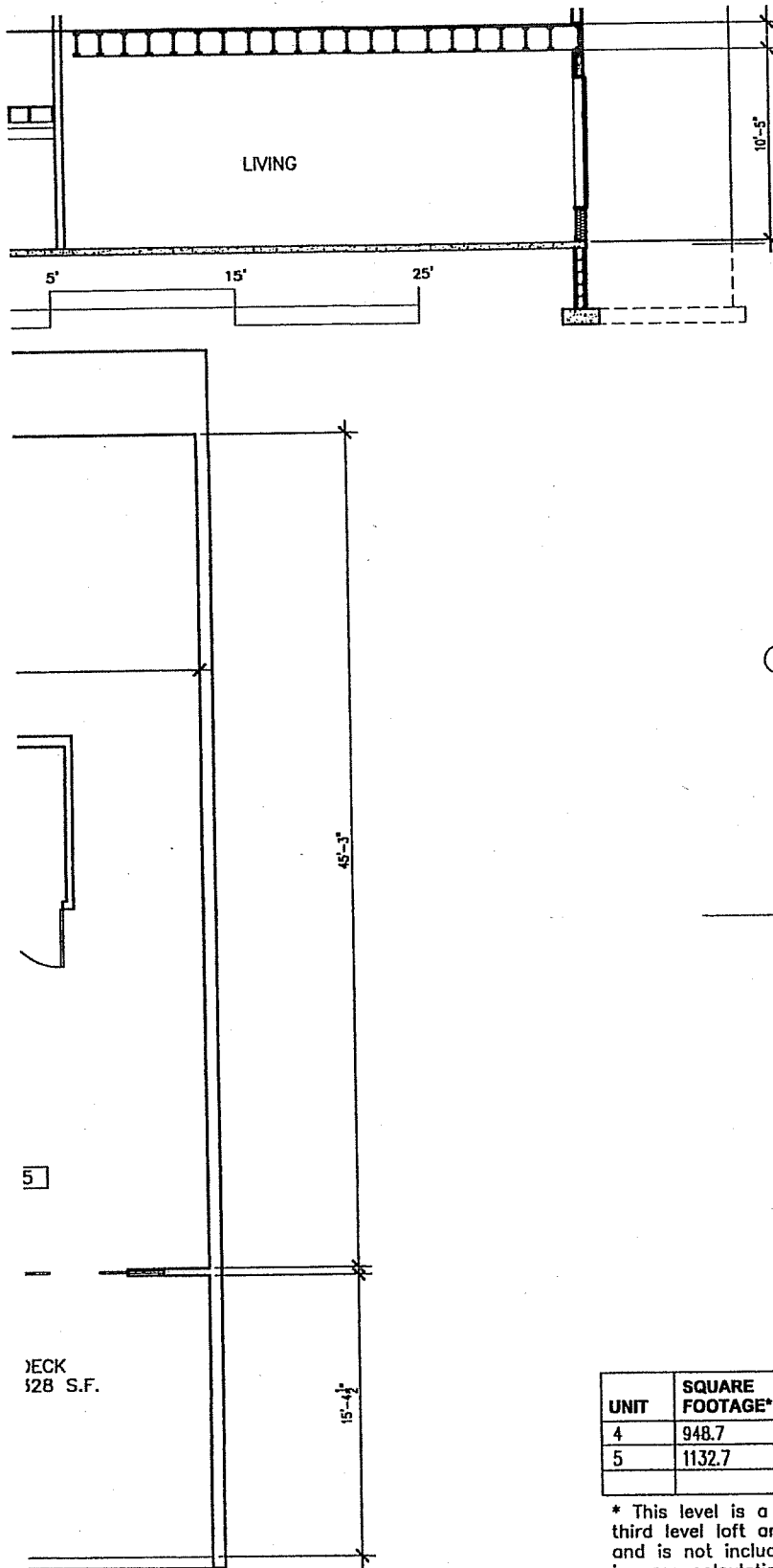
UPPER LEVEL FLOOR PLAN





BUILDING SECTION





PROFESSIONAL ARCHITECT

**CONDOMINIUM PLANS FOR
BIG LAKE RESORT CONDOMINIUMS
UNITS 1-5, 101-105, 201-206, 301-307**
SOUTH BUILDING
LOT 49, SEC. 20, T17N, R3W - BIG LAKE, ALASKA

Drawn CFF	Date 12/21/04
Checked GW	Job No. 0423.02

Sheet Contents
SOUTH BUILDING
UPPER LEVEL FLOOR
PLAN AND
BUILDING SECTIONS

UNIT	SQUARE FOOTAGE*
4	948.7
5	1132.7

* This level is a third level loft area, and is not included in area calculations.

Category	Sheet
	5

5

DECK
128 S.F.





CONDOMINIUM PLANS FOR
 BIG LAKE RESORT CONDOMINIUMS
 UNITS 1-5, 101-105, 201-205, 301-307
 PARKING GARAGE
 LOT 49, SEC. 20, T17N, R3W, BIG LAKE, ALASKA

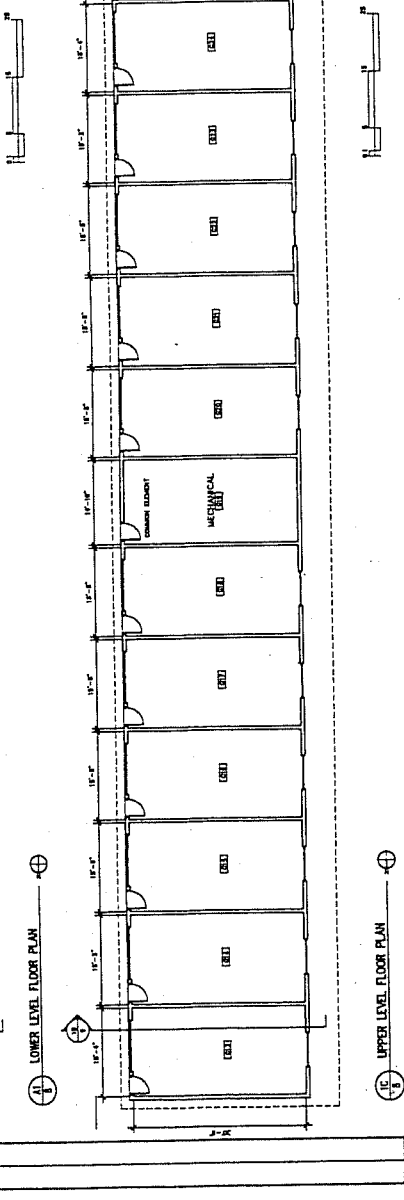
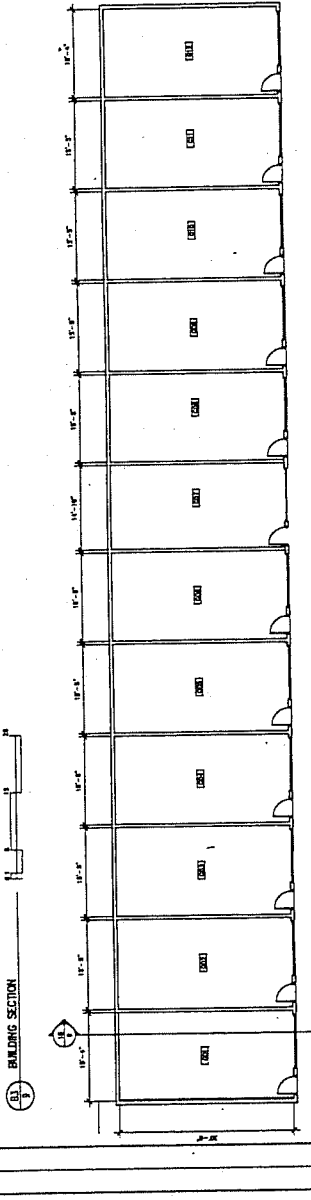
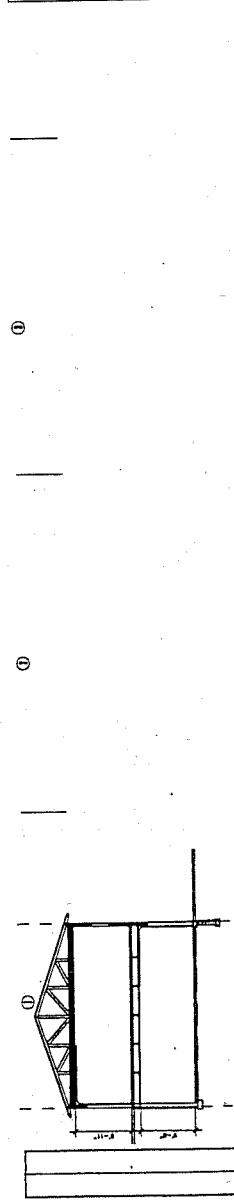
UNIT	101	102	103	104	105	201	202	203	204	205	301	302	303	304	305	306	307
PROVIDE																	

CERTIFICATE OF COMPLETION FOR GARAGE BUILDING
 SECTION 14.08.00 OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT. A CONDOMINIUM MAY NOT BE FILED OR RECORDED WITH THE DECLARATION AND Covenants, Conditions and Restrictions OF EACH BUILDING CONTAINING OR CONTAINED THEREIN UNLESS THE CONDOMINIUM IS COMPLETED ACCORDANCE WITH THE PLANS.

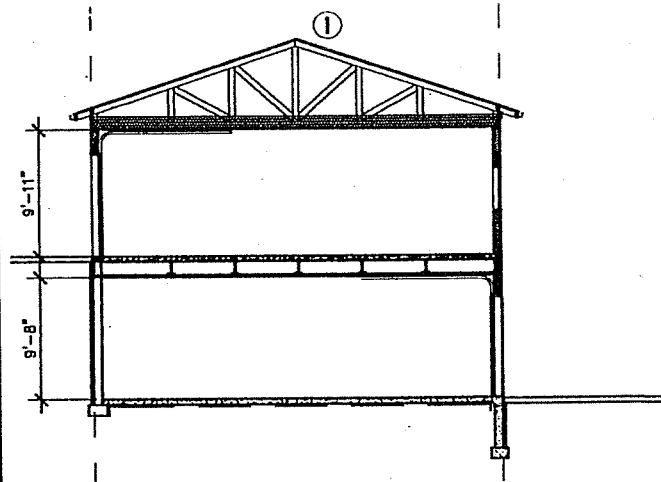
I DO HEREBY CERTIFY THAT THE STRUCTURAL COMPONENTS AND BUILDINGS ARE COMPLETED ACCORDANCE WITH THE PLANS. THE WORD "CERTIFY" IS UNDERSTOOD TO BE AN AFFIRMATION OF THE ARCHITECT AND IS BASED ON THE ARCHITECT'S INSPECTION AND BELIEF AS SUCH IT CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY OF ANY KIND. ENGINEER, SURVEYOR OR ARCHITECT.

DATE: 12/17/10
 ARCHITECT: [Signature]
 NOTARY ACKNOWLEDGMENT: THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY GARY S. WOLF ON [DATE] 12/17/10 WITNESSES BY HAND AND SEAL. L.S.

NOTARY PUBLIC SIGNATURE
 GARY S. WOLF
 NOTARY PUBLIC (LIMITED NAME CHANGE)
 BY COMMISSION EXPIRES [DATE]

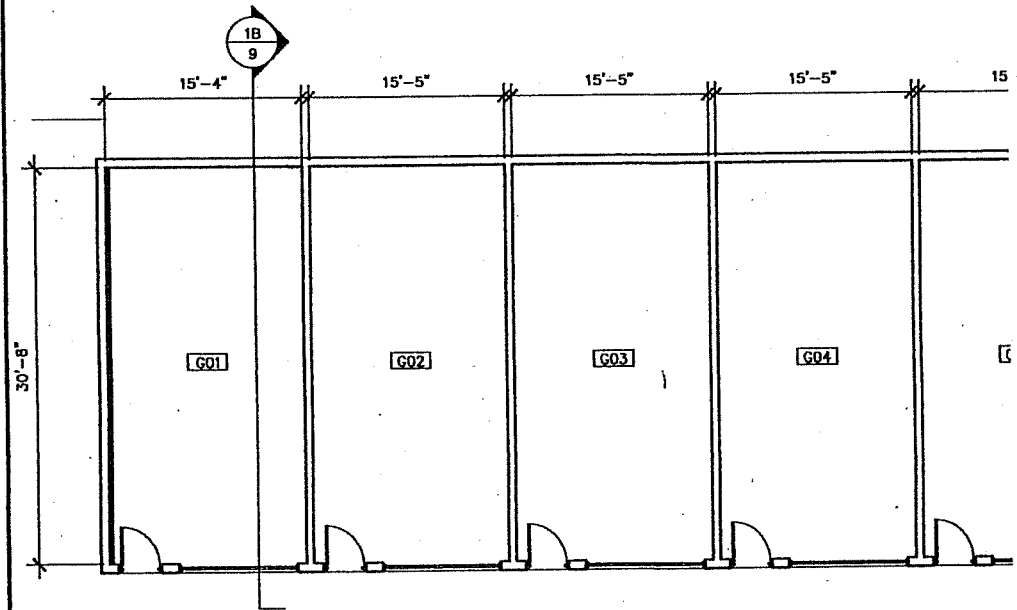
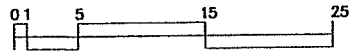


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 2004-036845-0



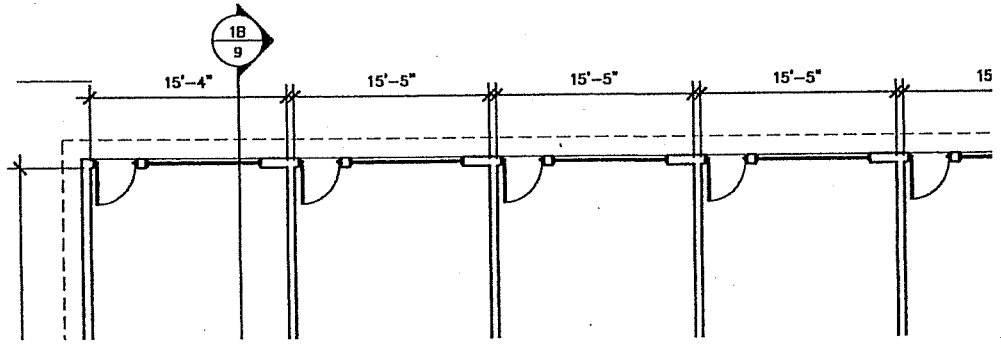
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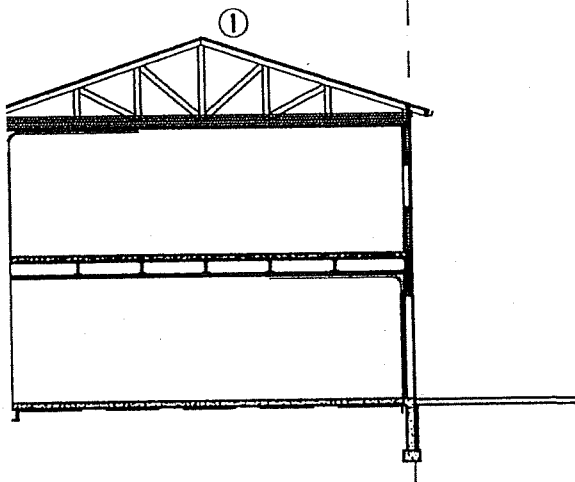
BUILDING SECTION



A1
8

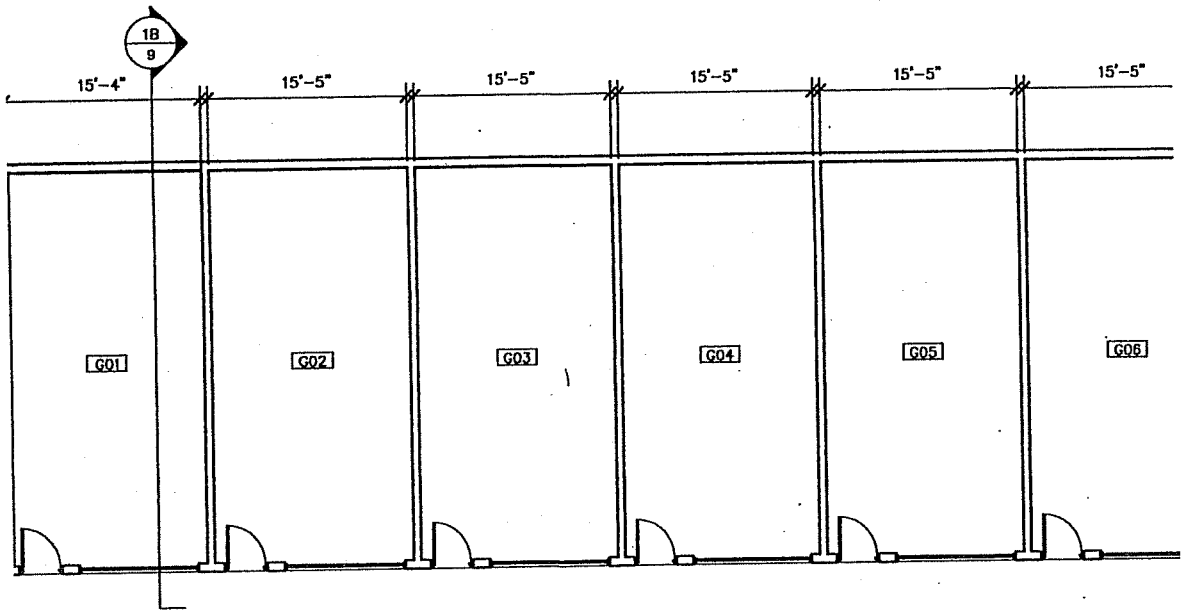
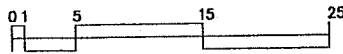
LOWER LEVEL FLOOR PLAN





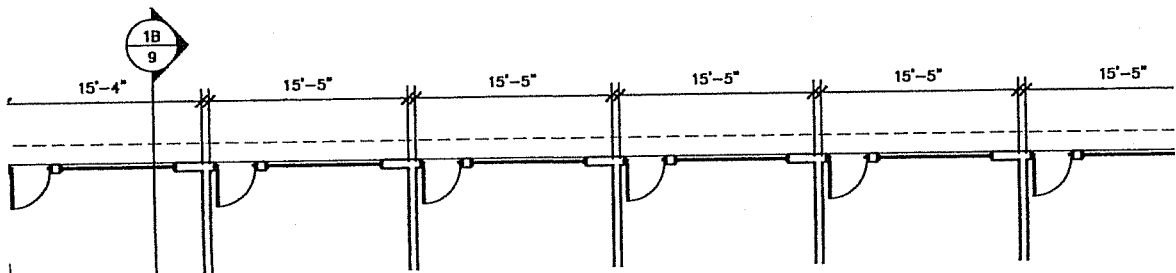
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BUILDING SECTION

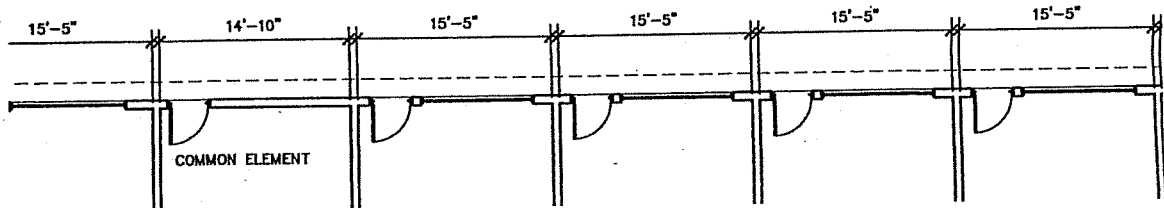
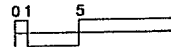
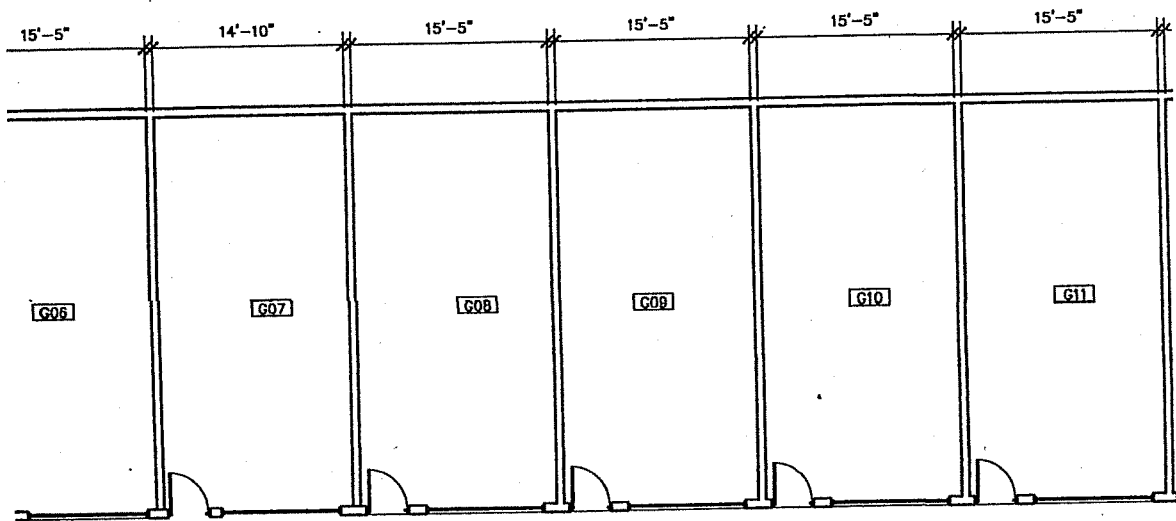


A1
8

LOWER LEVEL FLOOR PLAN



3



CERTIFICATE OF COMPLETION FOR GARAGE BUILDING

SECTION 34.08.090 OF THE UNIFORM COMMON INTEREST OWNERSHIP ACT PROVIDES THAT A DECLARATION FOR A CONDOMINIUM MAY NOT BE FILED UNLESS A CERTIFICATE OF COMPLETION IS RECORDED WITH THE DECLARATION AS EVIDENCE THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS OF EACH BUILDING CONTAINING OR COMPRISING A UNIT OF THE CONDOMINIUM ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS.

I DO HEREBY CERTIFY THAT THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS OF THE GARAGE BUILDING ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS.

THE WORD "CERTIFY" IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE ARCHITECT AND IS BASED ON THE ARCHITECT'S BEST KNOWLEDGE, INFORMATION AND BELIEF. AS SUCH IT CONSTITUTES NEITHER A GUARANTEE NOR WARRANTY.

ARCHITECT, ENGINEER, SURVEYOR OR APPRAISER:

Gary S. Wolf 12/23/04
 GARY S. WOLF, ARCHITECT DATE
 ALASKA REGISTRATION: A8257

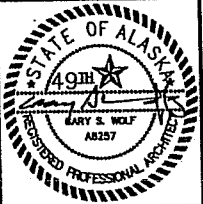
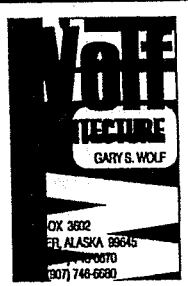
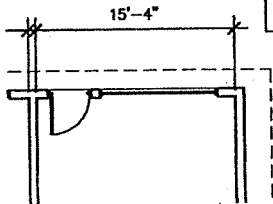
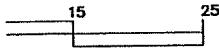
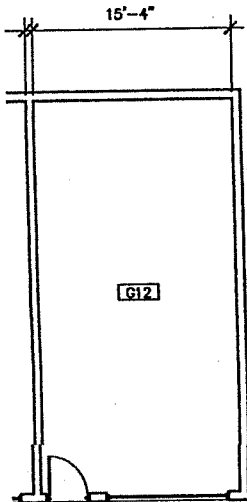
NOTARY ACKNOWLEDGEMENT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY GARY S. WOLF ON 12/23/04 (DATE)
 WITNESS MY HAND AND SEAL. L.S.

NOTARY PUBLIC
 SUSAN KAER
 STATE OF ALASKA
 My Comm. Exp. 09-12-2005

Susan Kaer
 NOTARY PUBLIC SIGNATURE

Susan Kaer
 NOTARY PUBLIC PRINTED NAME
 MY COMMISSION EXPIRES 9/12/05 (DATE)

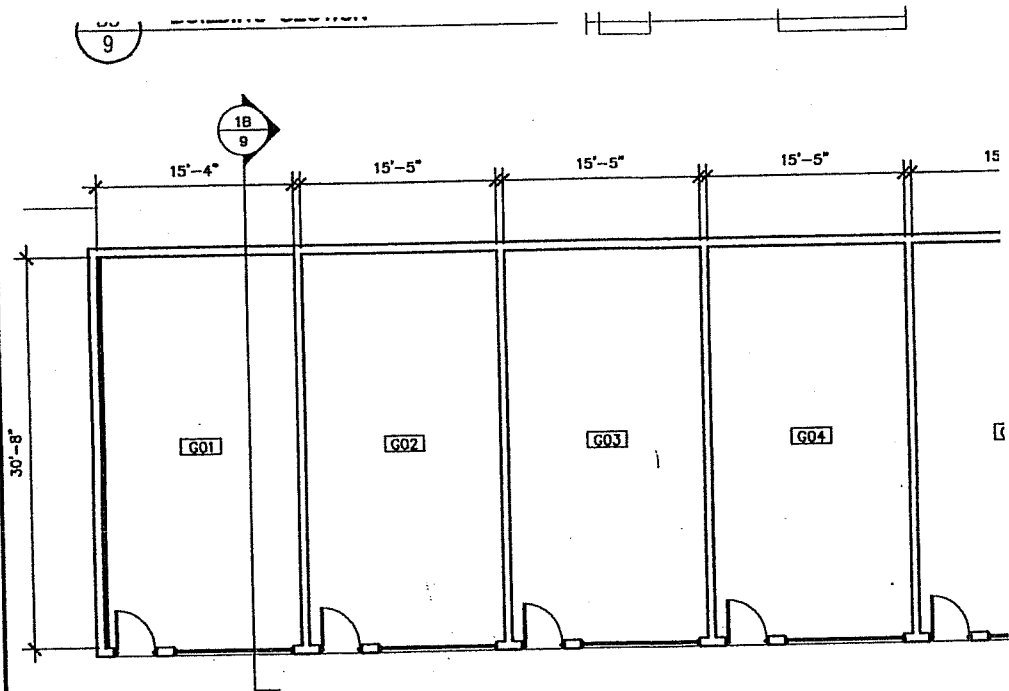


**CONDOMINIUM PLANS FOR
 BIG LAKE RESORT CONDOMINIUMS
 UNITS 1-5, 101-105, 201-206, 301-307
 PARKING GARAGE
 LOT 49, SEC. 20, T17N, R3W - BIG LAKE, ALASKA**

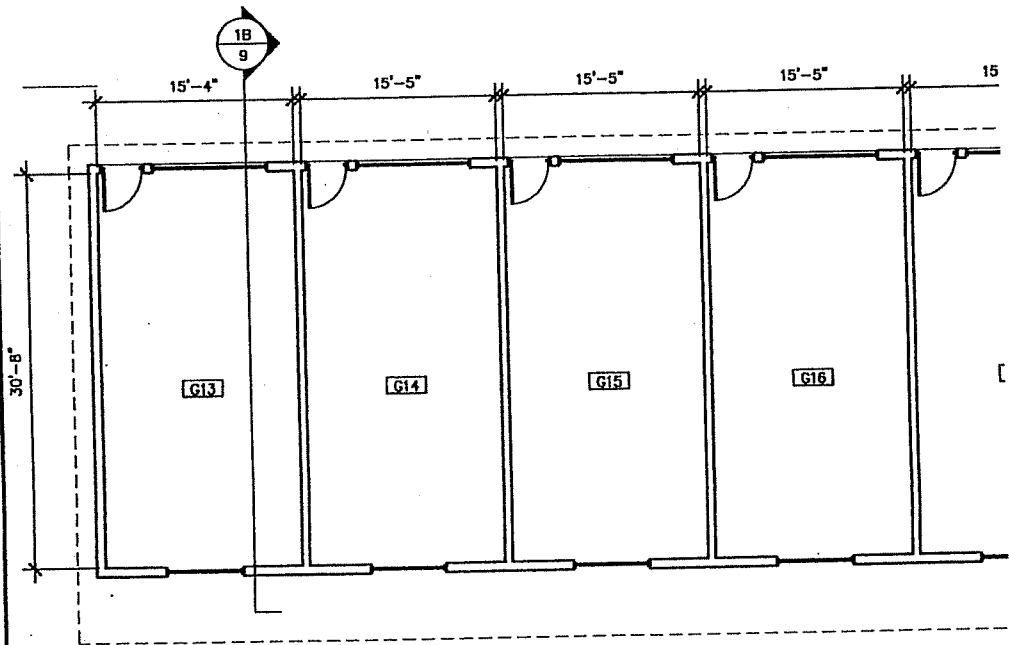
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G02	470
G03	470
G04	470

Drawn	Date
CFF	12/21/04
Checked	Job No.
CW	0103-03





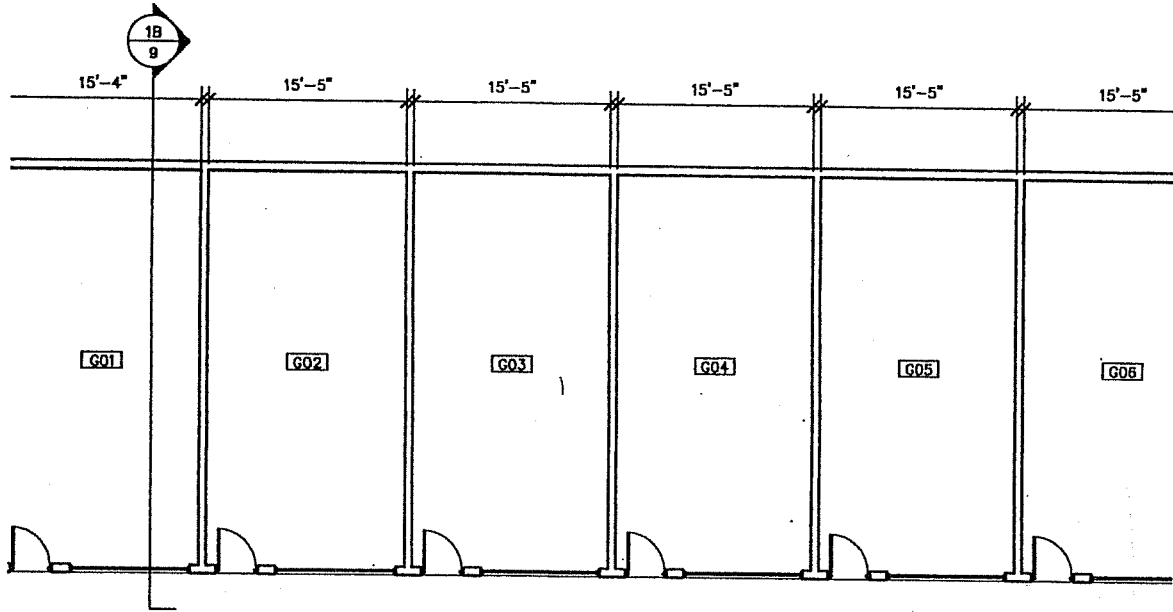
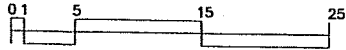
A1/8 LOWER LEVEL FLOOR PLAN



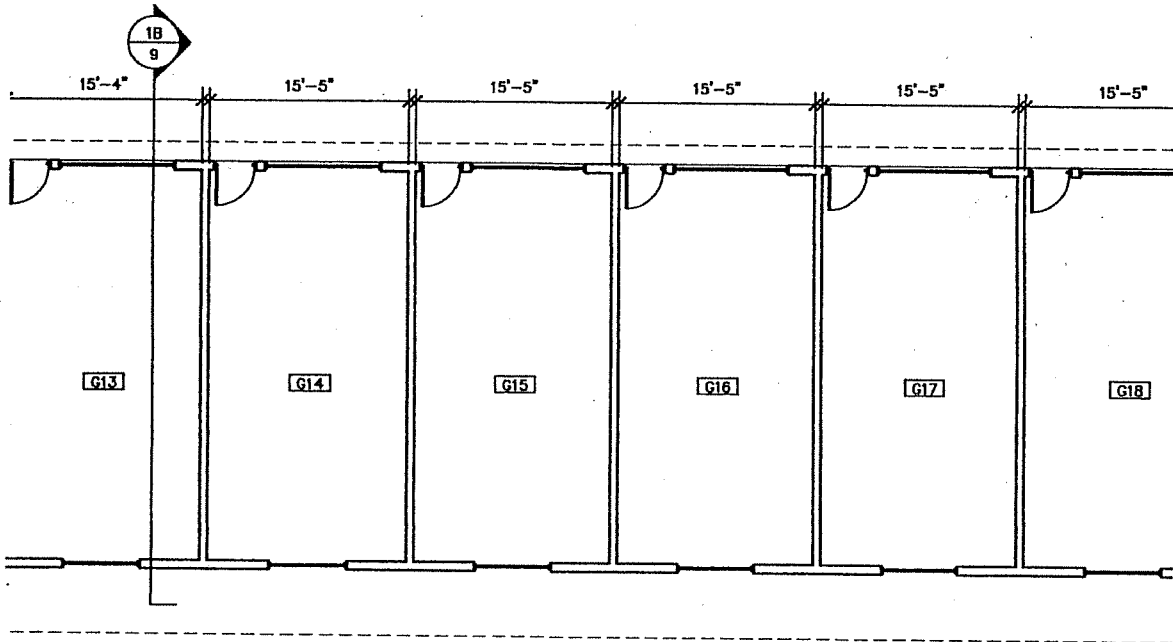
1C/8 UPPER LEVEL FLOOR PLAN



33
9 BUILDING SECTION

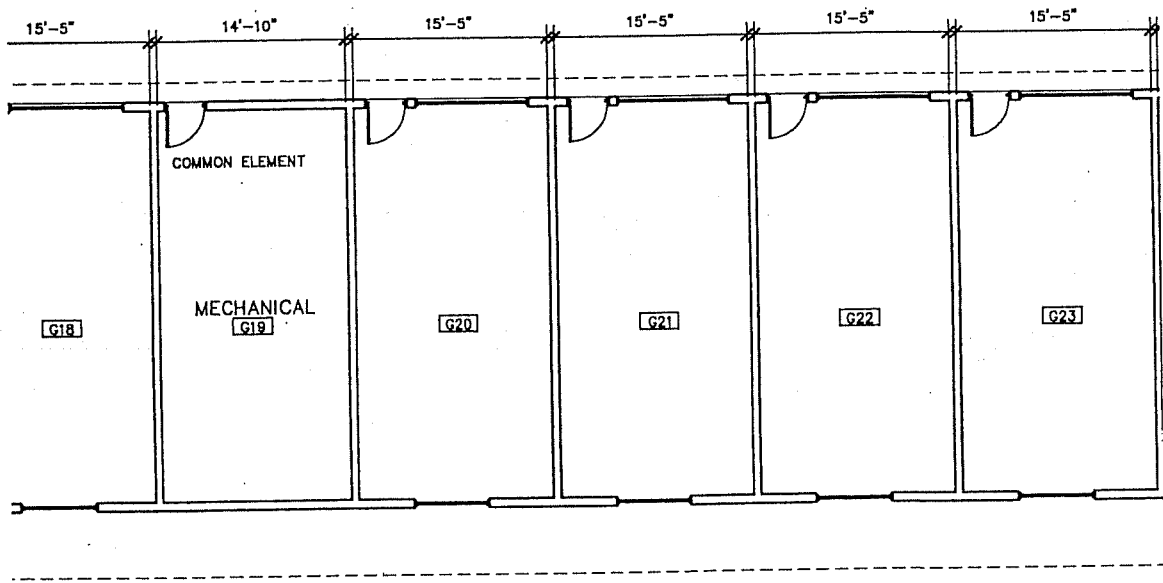
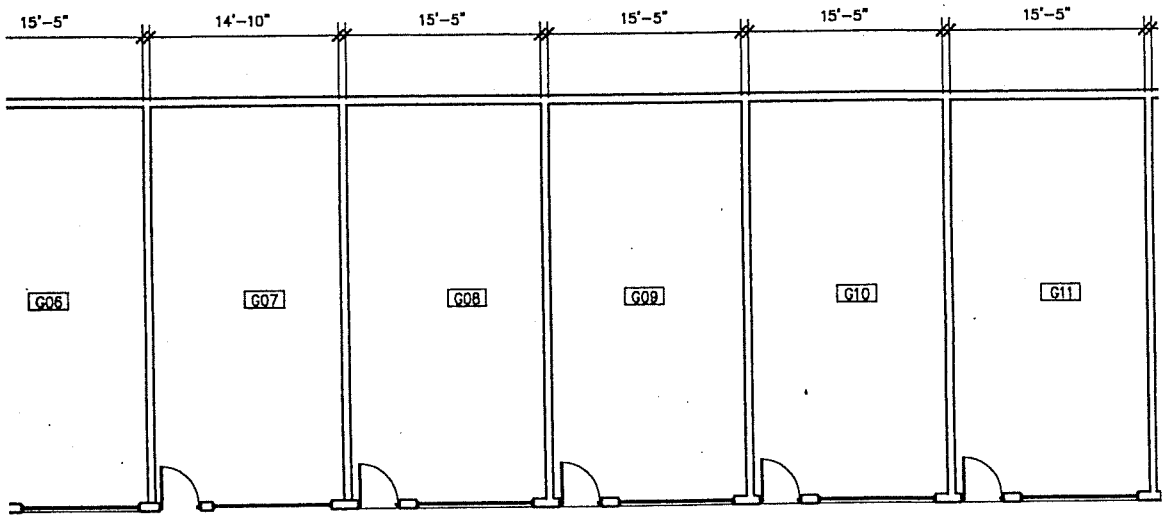


A1
8 LOWER LEVEL FLOOR PLAN



1C
8 UPPER LEVEL FLOOR PLAN





MECHANICAL SYSTEMS OF THE GARAGE BUILDING ARE COMPLETED SUBSTANTIALLY IN ACCORDANCE ACCORDANCE WITH THE PLANS.

THE WORD "CERTIFY" IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE ARCHITECT AND IS BASED ON THE ARCHITECT'S BEST KNOWLEDGE, INFORMATION AND BELIEF. AS SUCH IT CONSTITUTES NEITHER A GUARANTEE NOR WARRANTY.

ARCHITECT, ENGINEER, SURVEYOR OR APPRAISER:

Gary S. Wolf 12/23/04
 GARY S. WOLF, ARCHITECT DATE
 ALASKA REGISTRATION: A8257

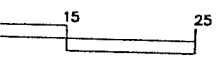
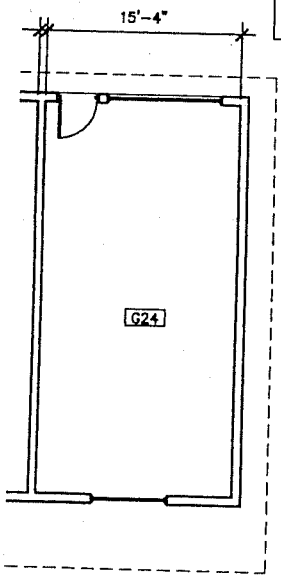
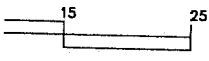
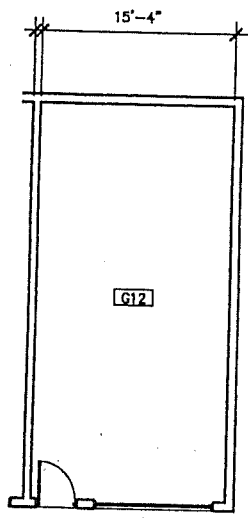
NOTARY ACKNOWLEDGEMENT:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY GARY S. WOLF ON 12/23/04 (DATE)
 WITNESS MY HAND AND SEAL. L.S.

NOTARY PUBLIC
 SUSAN KAER
 STATE OF ALASKA
 MY COMM. EXP. 09-12-2005

Susan Kaer
 NOTARY PUBLIC SIGNATURE

Susan Kaer
 NOTARY PUBLIC PRINTED NAME
 MY COMMISSION EXPIRES 9/12/05 (DATE)



REGISTERED PROFESSIONAL ARCHITECT

**CONDOMINIUM PLANS FOR
 BIG LAKE RESORT CONDOMINIUMS
 UNITS 1-5, 101-105, 201-206, 301-307
 PARKING GARAGE**

LOT 49, SEC. 20, T17N, R3W - BIG LAKE, ALASKA

UNIT	SQUARE FOOTAGE
G01	470
G02	470
G03	470
G04	470
G05	470
G06	470
G07	452
G08	470
G09	470
G10	470
G11	470
G12	470
G13	470
G14	470
G15	470
G16	470
G17	470
G18	470
G19	452
G20	470
G21	470
G22	470
G23	470
G24	470

Drawn	Date
CFF	12/21/04
Checked	Job No.
GW	0423.03

Sheet Contents

PARKING GARAGE
 UPPER LEVEL AND
 LOWER LEVEL
 FLOOR PLANS
 BUILDING SECTION

Category	Sheet
	6

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