

Property Information

Property Location: 840 E 76TH AVE
 Class: O - Residential Condominiums
 Use Code (LUC): 107 - Condo (Fee simple)
 Condo/Unit #: 114
 Tax District: 03
 Zoning: R2M
 Plat #: 83-26
 HRA #: 000000
 Grid #: SW2231
 Deeded Acres:
 Square Feet:
 Legal Description: BELLA VISTA #1
 LT 3A
 BELLA VISTA SOUTH
 Economic Link: No

[Show Parcel on Map](#)

Owner

Owner LARSON SAMUEL L ESTATE OF
 Co-Owner
 Care Of
 Address 840 E 76TH AVE #114
 City / State / Zip ANCHORAGE, AK 99518 0000
 Deed Book/Page 013/05

Tax Information

Parcel	Roll Type	Tax Year	Cycle	DID	Gross Tax Amount	Res Exemption	Sr/Vet Exemption	IPC Billed	Paid Amount	Net Due	Interest Due	Penalty Due	Costs Due	Total Due	Due Date
01305166006	RP	2025	1		1,396.64			.00	.00	1,396.64	88.49	139.66	.00	1,624.79	06/30/2025
01305166006	RP	2025	2		1,396.63			.00	.00	1,396.63	66.37	139.66	.00	1,602.66	08/31/2025
01305166006	RP	2024	1		1,284.34			.00	.00	1,284.34	214.10	128.43	140.00	1,766.87	06/30/2024
01305166006	RP	2024	2		1,284.34			.00	.00	1,284.34	191.62	128.43	.00	1,604.39	08/31/2024
01305166006	RP	2023	1		1,364.96			.00	.00	1,364.96	365.17	136.50	140.00	2,006.63	06/30/2023
01305166006	RP	2023	2		1,364.96			.00	.00	1,364.96	342.42	136.50	.00	1,843.88	08/31/2023
01305166006	RP	2022	1		1,268.89			.00	.00	1,268.89	412.95	126.89	530.00	2,338.73	07/31/2022
01305166006	RP	2022	2		1,268.89			.00	.00	1,268.89	401.32	126.89	.00	1,797.10	09/30/2022
01305166006	RP	2021	1		2,501.17			388.23	-2,878.23	11.17	3.79	.00	.00	14.96	06/15/2021
01305166006	RP	2020	1		2,219.58		-2,219.58	.00	.00	.00	.00	.00	.00	.00	07/15/2020
01305166006	RP	2019	1		2,180.78		-2,180.78	.00	.00	.00	.00	.00	.00	.00	06/15/2019
01305166006	RP	2018	1		2,077.88		-2,077.88	.00	.00	.00	.00	.00	.00	.00	06/15/2018
01305166006	RP	2017	1		2,010.74		-2,010.74	.00	.00	.00	.00	.00	.00	.00	06/15/2017
01305166006	RP	2016	1		1,873.16		-1,873.16	.00	.00	.00	.00	.00	.00	.00	06/15/2016

[Make a Payment](#)

Assessed Value

Tax Year	Roll Type	LUC	Class	Land	Building	Total Appraised
2026	RP	107	O	0	177,000	177,000

Taxable Value

Net Taxable Value 177,000

Residential Card Summary

Card/Building: 1
 Stories: 2 - Two story above ground level
 Condition: 7 - Average
 Grade: C
 Exterior Wall: 1 - WOOD
 Style: 05 - CONDOMINIUM
 Year Built: 1983
 Effective Year: 1983
 Square Feet of Living Area: 730
 Total Rooms: 5
 Bedrooms: 2
 Full Baths: 1
 Half Baths: 1
 Additional Fixtures: 0
 Heating: 2 - CENTRAL
 Fuel Type: 2 - NATURAL GAS
 Resi Market Area: BT - BOWL: TAKU

Sections

Card #	Addition #	Description	Area
1	0		371
1	1	SECOND STORY ADDITION	359
1	2	DECK	32
1	3	ENCLS STORAGE	32

OBY - Detached Structures

Description:	Year Built:	Width:	Length:	Area:
CARPORT - CARPORT, NO SIDES	1983			200

Entrances

Visit Date:	Measure Date:	Entrance Source:
30-JUL-2009		0-Land Characteristics Inspection
02-SEP-2015		9-Quick Re-Inventory Inspection

Appraised Value History

Tax Year	Roll Type	LUC	Class	Land	Improvements	Total Appraised
2026	RP	107	O	0	177,000	177,000
2025	RP	107	O	0	176,900	176,900
2024	RP	107	O	0	159,100	159,100
2023	RP	107	O	0	160,300	160,300
2022	RP	107	O		150,700	150,700
2021	RP	107	O		138,800	138,800
2020	RP	107	O		129,800	129,800
2019	RP	107	O		133,300	133,300
2018	RP	107	O		126,700	126,700
2017	RP	107	O		128,400	128,400

Exemption Value History

Tax Year	Roll Type	Code	Property Exemption	Sen/Vet Exemption	Res Exemption	Total
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2020	RP	S-01	129,800	129,800
2019	RP	S-01	133,300	133,300
2018	RP	S-01	126,700	126,700
2017	RP	S-01	128,400	128,400



MOA PROPERTY REPORT

Data Updated as of: February 1, 2026 3:03 AM

Parcel Number: 013-051-66-006

Current Owner: LARSON SAMUEL L ESTATE OF

Address: 840 E 76TH AVE

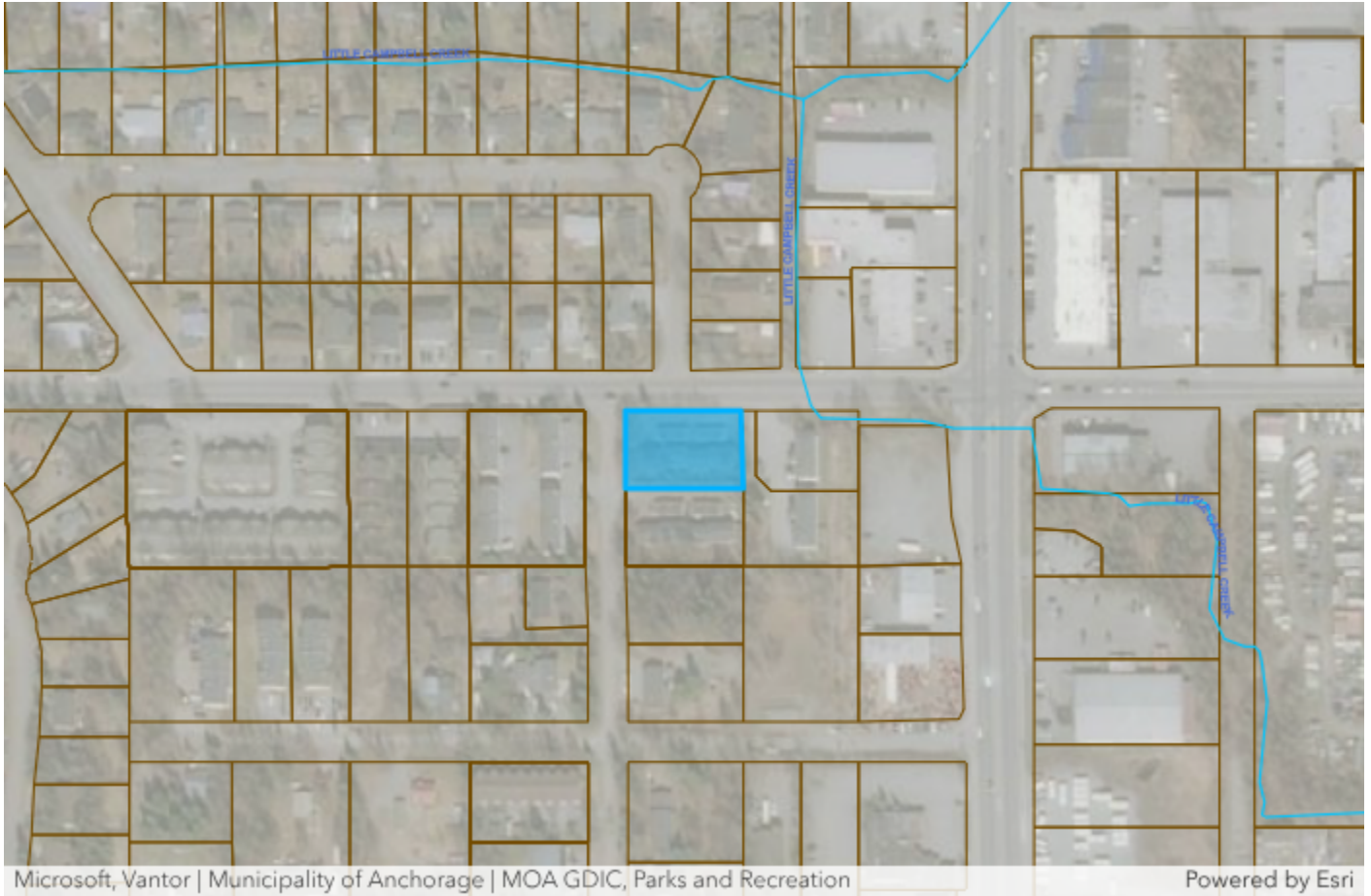
Legal Description: BELLA VISTA #1 LT 3A BELLA VISTA SOUTH

Plat Number: 83-26

Grid: SW2231 **Lot Size:** acres (ft²)

Property Tax Portal: <https://property.muni.org/Datalets/Datalet.aspx?UseSearch=no&pin=01305166006>

State of Alaska Plat Search: <http://dnr.alaska.gov/ssd/recoff/search/platmenu>



TAX DISTRICT 3

<i>Service Area</i>	<i>Service Area Classification</i>
<i>Police</i>	<i>Anchorage Metropolitan Police SA</i>
<i>Fire</i>	<i>Anchorage Fire Service Area</i>
<i>Building Safety Service</i>	<i>Anchorage Building Safety Service Area (ABSSA)</i>
<i>Parks</i>	<i>Anchorage Parks & Recreation SA</i>
<i>Road</i>	<i>Anchorage Roads and Drainage SA</i>
<i>Streetlights</i>	<i>Anchorage Roads and Drainage SA</i>

Tax District Map: https://experience.arcgis.com/experience/12f0a01ff77f4468aaf89fd610e250f9/page/Page#data_s=where%3AdataSource_1-PropertyInformation_Hosted_90%3AParcel_ID%3D'01305166006'&zoom_to_selection=true

This information is meant purely as a resource and the Municipality does not guarantee the complete accuracy of this data. Always verify any information with the department that is responsible for the data. [Terms and Conditions](#)



PLANNING

Zoning District: R-2M	2040 Land Use Designation: Compact Mixed Residential Low
Zoning Improvement Area: Other	Zoning District Type: Multiple Family Residential

Planning Portal: <http://www.muni.org/CityViewPortal/Property/PropertyReview?searchKey=desc&searchValue=01305166006>

Zoning Map: <https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=e7c3d7a43f2e4924b23d36fd1500bb01&find=01305166006>

Land Use Map: https://experience.arcgis.com/experience/1c01c59894454f1086fe55266917b6c9/#data_s=where%3AdataSource_1-PropertyInformation_Hosted_1972%3AParcel_ID%3D%2701305166006%27&zoom_to_selection=true

Comprehensive Plan: Anchorage

Anchorage 2040 Land Use Plan: <http://www.muni.org/Departments/OCPD/Planning/Publications/Pages/Anchorage2040LandUsePlan.aspx>

Other Plans: yes: no:

https://experience.arcgis.com/experience/29c0649863d74132adb225df3ed99d1b/#data_s=where%3AdataSource_1-PropertyInformation_Hosted_6586%3AParcel_ID%3D%2701305166006%27&zoom_to_selection=true

Wetland Classification: None

<https://moawms.maps.arcgis.com/home/gallery.html?sortField=numviews&sortOrder=desc>

BUILDING SAFETY

Service Area: Inside Outside

Building Permit Portal: <https://bsd.muni.org/inspandreview/ParcelInfo.aspx?parcelNo=01305166006>

Wind Zone: 1 2 3 4 None

https://experience.arcgis.com/experience/eda8a802f0f04b319f9519ccadf465ba/#data_s=where%3AdataSource_1-PropertyInformation_Hosted_169%3AParcel_ID%3D%2701305166006%27&zoom_to_selection=true

Flood Review Required: All Some None

<https://moawms.maps.arcgis.com/home/gallery.html?sortField=numviews&sortOrder=desc>

Seismic Code: 1-Lowest 2-Moderate Low 3-Moderate 4-High 5-Very High None

https://experience.arcgis.com/experience/3cabd21aeb694222bc2f937c94758176/#data_s=where%3AdataSource_1-PropertyInformation_Hosted_9164%3AParcel_ID%3D%2701305166006%27&zoom_to_selection=true

Water and Sewer

AWWU Customer: Water Sewer Not Current Customer

Anchorage Water and Wastewater: <https://www.awwu.biz/customer-service/for-builders-and-developers>

Wells or Septic Information:

Wells & Septic Document Search: <http://onsite.ci.anchorage.ak.us/WebLink/CustomSearch.aspx?SearchName=SearchOnisteDocuments>

This information is meant purely as a resource and the Municipality does not guarantee the complete accuracy of this data. Always verify any information with the department that is responsible for the data. [Terms and Conditions](#)



ADDITIONAL INFORMATION

Nitrate Map: https://experience.arcgis.com/experience/8aa8f823d4dc4cb0ac1f51f6f80e4971#data_s=where%3AdataSource_1-PropertyInformation_Hosted_4044%3AParcel_ID%3D%2701305166006%27&zoom_to_selection=true

Soil Boring Map: https://experience.arcgis.com/experience/fed5a55c768c4158aa11f1c601b57c87/#data_s=where%3AdataSource_1-PropertyInformation_Hosted_3100%3AParcel_ID%3D%2701305166006%27&zoom_to_selection=true

MOA MapIt Link: <https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=f0bef139a7584820ad9d60c9eeea8a5f&find=01305166006>

POLITICAL BOUNDARIES

Assembly District: 4

<https://muniorg.maps.arcgis.com/apps/webappviewer/index.html?id=c4809e7b77da4f058aacd6936d3079fa&find=01305166006>

Community Council: Taku/Campbell

https://experience.arcgis.com/experience/39a5dc6d3b31404aa07c5c80903c8551/#data_s=where%3AdataSource_1-PropertyInformation_Hosted_8234%3AParcel_ID%3D%2701305166006%27&zoom_to_selection=true

Representative Lookup Map: <https://muniorg.maps.arcgis.com/apps/ZoneLookup/index.html?appid=868cbf13fd3144b3a431eed89b48f911&find=01305166006&findSource=2>



LITIGATION GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

SUBJECT TO THE LIMITATIONS CONTAINED HEREIN, THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE,

**STEWART TITLE GUARANTY COMPANY
GUARANTEES**

the Assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, as of Date of Guarantee shown in Schedule A.

1. The title to the herein described estate or interest is vested in the vestee named in Schedule A.
2. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3. (a) The current interest holders claiming some right, title or interest by reason of the matters shown in Part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in Part II of Schedule B may be necessary parties defendant in an action, the nature of which is referred to in Schedule A.
(b) The current interest holders claiming some right, title or interest by reason of the matters shown in Part I of Schedule B may also be necessary parties defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in Part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are as shown in Schedule C.

THIS LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE.


In witness whereof, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.


Authorized Countersignature

Stewart Title of Alaska
480 E 36th Ave
Anchorage, AK 99503




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this Guarantee mean:
 - (a) “the Assured”: the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) “land”: the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term “land” does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) “mortgage”: mortgage, deed of trust, trust deed, or other security instrument.
 - (d) “public records”: records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) “date”: the effective date;
2. **Exclusions from Coverage of this Guarantee** – The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claims to be Given by Assured Claimant** – An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required, provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** – The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company’s Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** – Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
 - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company’s expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company’s obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** – In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company’s obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated

by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims; Termination of Liability – In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such Purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its option under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To Pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability – This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability --

(a) If the Company establishes the title or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability – All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss –

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. Subrogation Upon Payment or Settlement – Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of

subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest and costs of collection.

13. Arbitration – Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provisions or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgement upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract –

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent – All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029.

**LITIGATION GUARANTEE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Prepared by: Nichole Smith
Title Officer: Nichole Smith

File No.: 2686973

Guarantee No.: G-2226-105343

Date of Guarantee: August 13, 2025 at 8:00AM

Liability Amount: \$28,000.00

Fee: \$330.00

1. Name of Assured:

Municipality of Anchorage

2. The Litigation Guarantee is furnished solely for the purposes of facilitating the filing of an action to:

Foreclose on Municipality of Anchorage taxes

3. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:

FEE SIMPLE

4. Title to said estate or interest at the date hereof is vested in:

The heirs and/or devisees of Samuel L. Larson, deceased

5. The Land referred to in this Guarantee is situated in the State of Alaska, District of Anchorage Recording District, and is described as follows:

See Exhibit "A" Attached Hereto

**LITIGATION GUARANTEE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2686973

Guarantee No.: G-2226-105343

Unit No. 114, BELLA VISTA SOUTH CONDOMINIUMS, as identified in the declaration recorded February 9, 1983, in Book 847 at page 1, and amendments thereto and as shown on floor plans and as-built survey filed under Plat No. 83-26, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Property Address for description purposes only: 840 E 76th Avenue, Unit 114, Anchorage, AK 99518

LITIGATION GUARANTEE SCHEDULE C

ISSUED BY
STEWART TITLE GUARANTY

File No.: 2686973

Guarantee No.: G-2226-105343

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments or notices of such proceedings whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements, or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose and which are not shown by the public records.
5.
 - a. Unpatented mining claims;
 - b. Reservations or exceptions in patents or in Acts authorizing the issuance thereof;
 - c. Water rights, claims, or title to water, whether or not the matters excepted under (1), (2) or (3) are shown by the public records.
6. Rights of the state or federal government and/or public in and to any portion of the land for right of way as established by federal statute RS 2477 (whether or not such rights are shown by recordings of easements and/or maps in the public records by the State of Alaska showing the general location of these rights of way).
7. Any lien or right to lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
8. All matters contained in the United States Patent and/or in Acts authorizing the issuance thereof.
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. Taxes and/or assessments due the Municipality of Anchorage, as shown on the [report](#) attached hereto and made a part thereof.
11. Subject to assessments, if any, due the Bella Vista South Homeowners Association.
12. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof:
Granted To: Chugach Electric Association, Inc.
Recorded: February 11, 1952 [in Book 67 at Page 395](#)
Affects: Blanket Easement
13. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof:
Granted To: Chugach Electric Association, Inc.

LITIGATION GUARANTEE SCHEDULE C

ISSUED BY
STEWART TITLE GUARANTY

Recorded: August 20, 1956 [in Book 122 at Page 131](#)
Affects: A portion of the common area

14. Easement, including terms and provisions thereof, for the purpose set out therein:
Granted to: Greater Anchorage Area Borough
For: Sewer line and related purposes
Recorded: July 30, 1971 [in Book Misc.203 at Page 968](#)
Affects: A portion of the common area
15. All matters as shown on the plat filed under Plat No. [82-365](#), and as shown on the As Built survey of said condominium project filed under Plat No. [83-26](#) located in the Anchorage Recording District, Third Judicial District, State of Alaska.
16. Covenants, conditions, reservations, restrictions and/or by-laws, including 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 covenant, condition or restrictions violate USC 3604 (c), and/or as submitted to the Horizontal Property Regimes Act and/or the Uniform Common Interest Ownership Act of the State of Alaska, and any amendments thereto:
Recorded: February 9, 1983 [in Book 847 at Page 1](#)
17. Terms, conditions, provisions and future liens of the Uniform Common Interest Ownership Act, and/or the Horizontal Property Regimes Act, and any amendments thereto, of the State of Alaska (Chapter 34.07 and Chapter 34.08 AS).
18. The effect of that certain instrument entitled "Findings of Fact, Conclusions of Law, Judgment and Decree" regarding delinquent taxes and special assessments for the year indicated and prior years, entered in the case set out below:
Case No. : 3AN-23-05662CI
Tax Year : 2022 and prior years
Recorded :September 12, 2023 [as Instrument No. 2023-025235-0](#)
19. The effect of that certain instrument entitled "Findings of Fact, Conclusions of Law, Judgment and Decree" regarding delinquent taxes and special assessments for the year indicated and prior years, entered in the case set out below:
Case No. : 3AN-24-07694CI
Tax Year : 2023 and prior years
Recorded :October 22, 2024 [as Instrument No. 2024-029478-0](#)
20. Any bankruptcy proceeding not disclosed by the acts that would afford notice as to said land, pursuant to Title 11, U.S.C. 549 (c) of the Bankruptcy Reform Act of 1978 and amendments thereto
21. Occupant(s) or any parties whose rights, interests or claims are not shown by the public records but which could be ascertained by an inspection of the land described above or by making inquiry of persons in possession thereof, including but not limited to, any lien or right to a lien for services, labor or material theretofore or hereafter furnished.

END OF EXCEPTIONS

NOTE: Attention is called to the Military Reservist Relief Act of 1991 (sec. 800 to 810, Military and Veterans Code), and the Servicemembers Civil Relief Act of 2003 (50 U.S.C. Appendix, seq. 501 et seq) which replaces Soldiers' and Sailors' Civil Relief Act of 1940 and amendments thereto, which contain inhibitions against the sale of land under a Deed of Trust if the owner is entitled to the benefits of said acts. Also, federal law may require a judicial foreclosure, subject to applicable redemption rights, to cut off a junior United States judgment.

**LITIGATION GUARANTEE
SCHEDULE C**

ISSUED BY
STEWART TITLE GUARANTY

File No.: 2686973

Guarantee No.: G-2226-105343

Said necessary parties (other than those having a claim or interest by reason of matter as shown in Exceptions numbered 18 and 19 to be made defendants in said action to be brought by

Municipality of Anchorage

as plaintiff, are as follows:

The heirs and/or devisees of Samuel L. Larson, deceased

STEWART INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice (“Notice”) explains how we and our affiliates and majority-owned subsidiary companies (collectively, “Stewart,” “our,” or “we”) collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act (“GLBA”) and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver’s license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates’, and others’ products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, “Stewart,” “our,” or “we”) respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020 (“CPRA”), we are providing this **Privacy Notice** (“CCPA Notice”). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart’s website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Internet or other similar network activity

Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. **Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at OptOut@stewart.com; or
2. Visiting <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

<https://www.stewart.com/en/privacy.html>

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Property Tax Research, Inc.

Telephone (907) 748-2552

PropertyResearchLLC@gmail.com

Title Company: Stewart Title Order Number: 2686973 Sequence: 1.1

Escrow Number: Date: 7/27/2025 Spl Instructions:

LEGAL INFORMATION

Tax Number: 013-051-66-006 Code Area: 3 Mil Rate: 15.790

Subdivision: Lot: Block:

Legal: BELLA VISTA SOUTH CONDOS UNIT 114

Address: 840 EAST 76TH

TAXES

Taxing Authority/Dates: ANCHORAGE 6/30 & 8/31 Tax Year: 2025

Tax Amount: 2793.27 Amount Due: Delinquent Amount: 2943.99

Good Thru: 7/31/2025 State Exemption Amount:

Tax1: 2024 TAXES 3133.86 DUE THRU 7/31/2025 2023 TAXES 3699.16 DUE THRU 7/31/2025

Tax2: 2022 TAXES 3605.13 DUE THRU 7/31/2025 2021 TAXES 14.34 DUE THRU 7/31/2025

ASSESSMENTS

Assmt1: SEWER TRUNK PAID LATERAL BY DEVELOPER

Assmt2: WATER PAID

Assmt3:

Assmt4:

Assmt5:

Owner per Title Co: LARSON

Owner per Muni: SAME

Land Value: 0

Bldg Value 176900

Zone: R2M

Comments1:

Lot Size: 0

Comments2:

Comments3:

This report is guaranteed accurate to the date of posting. Liability limited by agreement.

Marcia

CHUGACH ELECTRIC ASSOCIATION, INC. ANCHORAGE, ALASKA

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that (We), the undersigned Marlin S. Stewart, Anthony Lumbis (partners) ~~husband and wife~~, for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto the CHUGACH ELECTRIC ASSOCIATION, INC., a co-operative corporation, (hereinafter called the "Cooperative") whose post office address is Anchorage, Alaska, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the Anchorage Recording Precinct, Third Division, Territory of Alaska, and more particularly described as follows:

East half of NE 1/4 of Section 7 and the South half of the SE 1/4 of Section 6 -- both in Range 3 West, Township 12 North, Seward Meridian, containing 160 acres of which the Bella Vista Subdivision is a part. This easement, however, does not include those lots sold before this date of Feb. 7, 1952.

and to construct, operate and maintain on the above described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten or endanger the operation and maintenance of said line or system.

THE UNDERSIGNED agree(s) that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

THE UNDERSIGNED covenant(s) that (they are) (he is) the owner(s) of the above-described lands, and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons: -----

IN WITNESS WHEREOF, the undersigned (have) (has) set (their) (his) hand(s) and seal(s) this Feb. 7 day of Feb. 7n, 1952.

Signed, Sealed and Delivered In the Presence of:

Donald F. Kaiser Helen M. Walker

Anthony Lumbis (L.S.) Marlin S. Stewart (L.S.) Anchorage Precinct, Anchorage, Alaska Filed for record FEB. 11, 1952, at 10:00 clock (L.S.) Chugach Electric Assoc. City ROSE WALSH District Rec

UNITED STATES OF AMERICA TERRITORY OF ALASKA

THIS IS TO CERTIFY that on this 7 day of February 1952 before me, a Notary Public in and for the Territory of Alaska, residing therein, duly commissioned and sworn, personally appeared

Marlin S. Stewart and Anthony Lumbis (Partners) (husband and wife), known to me to be the identical individual(s) described in and who executed the foregoing instrument, and (he) (they) personally acknowledged to me that (he) (they) executed the same freely and voluntarily for the uses and purposes therein specified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the above-named Territory the day and year in this certificate first above written.

Donald F. Kaiser Notary Public for Alaska, residing at Anchorage Nov. 21, 1954 My commission expires:

CHUGACH ELECTRIC ASSOCIATION, INC.

ANCHORAGE, ALASKA

VOL 122 PAGE 131

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that (I) (We), the undersigned MARVIN O. MORGAN

AND LOPENE H. MORGAN

(unmarried) (husband and wife), for a good and valuable

consideration, the receipt whereof is hereby acknowledged, do hereby grant unto the CHUGACH ELECTRIC ASSOCIATION, INC., a co-operative corporation, (hereinafter called the "Cooperative") whose post office address is Anchorage, Alaska, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the Anchorage Recording Precinct, Third Division, Territory of Alaska, and more particularly described as follows:

S 1/2, SF 1/4 Section 6, E 1/2 NE 1/4 Section 7- 160 Acres, in accordance

with the official map and plat thereof now on file in the U. S.

Commissioner's office at Anchorage, Alaska.

and to construct, operate and maintain on the above described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

THE UNDERSIGNED agree(s) that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

THE UNDERSIGNED covenant(s) that (they are) (he is) the owner (s) of the above-described lands, and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons: Bank of Alaska

IN WITNESS WHEREOF, the undersigned (have) (has) set (their) (his) hand(s) and seal(s) this

19th day of July, 1949

Signed, Sealed and Delivered In the Presence of:

Marvin O. Morgan (L.S.)

_____ (L.S.)

Agnes Burkhead (L.S.)

Zelda Hansen (L.S.)

UNITED STATES OF AMERICA } ss TERRITORY OF ALASKA }

THIS IS TO CERTIFY that on this 19th day of July, 1949, before me, a Notary Public in and for the Territory of Alaska, residing therein, duly commissioned and sworn, personally appeared

Marvin O. Morgan (unmarried) (husband and wife), known to me to be the identical individual(s) described in and who executed the foregoing instrument, and (he) (they) personally acknowledged to me that (he) (they) executed the same freely and voluntarily for the uses and purposes therein specified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the above-named Territory the day and year in this certificate first above written.

44 3.50

Zelda Hansen Notary Public for Alaska, residing at Anchorage

My commission expires: 4/23/53

ANCHORAGE PRECINCT, ANCHORAGE ALASKA FILED FOR RECORD 11:25 AM WILLIAM J. NEWSON, DISTRICT RECORDER BY MAIL TO CHUGACH ELECTRIC ASSN. INC.

(8/29/55)

KNOW ALL MEN BY THESE PRESENTS, THAT

Alice M. and Kenneth I. Crewdson

for the sum of One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, do hereby give and grant unto the GREATER ANCHORAGE AREA BOROUGH, organized pursuant to the laws of Alaska, hereinafter termed the Grantee. Its successors and assigns, an easement and right of way, with the right, privilege and authority to the Grantee, to construct, operate and maintain a sewer line for the purpose of disposal of wastes, through, across and under the following described lands within the Anchorage Recording Precinct, Third Judicial District, State of Alaska, and more particularly described as follows, to wit.

The South 10 feet of Lot 3, BELLA VISTA #1, according to Plat No. P-173, on file in the office of the District Recorder, Anchorage Recording District, S. M., Alaska.

Together with the right to the said Grantee, its successors and assigns, to place, maintain, inspect and repair sewers across, through and under the above described premises, and to do anything necessary, useful or convenient for the enjoyment of the easement herein granted, also, the privilege of removing at any time any or all of said improvements erected upon, over and under said lands.

It is agreed by the Greater Anchorage Area Borough that such debris and waste materials as are caused by such construction and operation will be removed from the premises, and that upon completion of the construction, the premises will be left as nearly as possible in the same condition as they now are.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 16 day of July, 1971.

Alice M. Crewdson
Kenneth I. Crewdson

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

BEFORE ME, the undersigned, a Notary Public in and for Alaska, duly commissioned and sworn as such, this day personally appeared

Alice M. Crewdson and Kenneth I Crewdson

to me known and known to be the person s described in and who executed the above instrument and they acknowledged to me that they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal this 16th day of July, 1971.

71-021734

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
My commission expires 10 June 74

RECORDED-FILED
ANCHORAGE REC.
DISTRICT

JUL 30 12 00 PM '71

REQUESTED BY G.A.A.B.

ADDRESS

BOOK 847

PAGE 0001

61-10-8300031

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS, RESERVATION OF EASEMENTS
AND CONDOMINIUM PLAN PURSUANT TO THE HORIZONTAL
PROPERTY REGIMES ACT OF THE STATE OF ALASKA
(A.S. 34.07, et seq.)

FOR

BELLA VISTA SOUTH CONDOMINIUMS

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DECLARATION OF COVENANTS, CONDITIONS
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FOR

BELLA VISTA SOUTH CONDOMINIUMS

THIS DECLARATION is made on the 4th day of FEBRUARY, 1983, by HPJ ALASKA, an Alaska General Partnership, herein-after referred to as "Declarant".

P R E A M B L E:

- (A) Declarant is the owner of the hereinafter described real property in the Third Judicial District, State of Alaska:
- Lots Three "A" (3-A) and Three "B" (3-B), BELLA VISTA SUBDIVISION NO. 1, according to Plat No. 82-365, being within the Anchorage Recording District, Third Judicial District, State of Alaska.
- (B) It is the desire and intention of Declarant to subdivide the property into a condominium estate and to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all the condominium estate created.
- (C) Declarant hereby declares that all of the property is, and shall be, held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, easements, conditions and covenants, all of which are declared and agreed to in furtherance of a plan for the protection, maintenance, improvement and sale of the property for the purpose of enhancing the value and desirability of the property. All provisions of this Declaration are hereby imposed as equitable servitudes upon the property. All of the limitations, restrictions, easements, conditions and covenants herein shall run with the land and shall be binding upon and for the benefit of all of the property and all parties having or acquiring any right, title or interest in the property or any part thereof.
- (D) Declarant, its successors, assigns and grantees, covenant and agree that the undivided interest in the common

areas and limited common areas and the fee titles to the respective units conveyed therewith shall not be separated or separately conveyed, and each such individual interest shall be deemed to be conveyed or encumbered with its respective unit, even though the description in the instrument of conveyance or encumbrance may refer only to the unit. Subsequent to the initial sales of the condominiums, any conveyance of a condominium or a unit, or any portion thereof, by its owner shall be presumed to convey the entire condominium.

ARTICLE I

DEFINITIONS

Section 1: PROPERTY

The "Property" shall mean all the real property described above.

Section 2: CONDOMINIUM

"Condominium shall mean an undivided fee ownership interest in the common areas and limited common areas, together with a separate ownership interest in fee in a unit.

Section 3: UNIT

"Unit" shall mean and include the elements of a condominium not owned in common with the owners of other condominiums in the property; each of the units in the multi-family structure, each separately described and designated in Exhibit A which is attached and incorporated herein by this reference, shall be a separate free-hold estate consisting of the space bounded by and contained within the interior surfaces of the perimeter walls, floors, roof, windows and doors of each unit. In interpreting deeds, declarations and plans, the existing physical boundaries of the unit, or a unit constructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the description expressed in the deed, plan or declaration, regardless of settling or lateral movement of the building, and regardless of minor variances between boundaries as shown on the plan or in the deed and declaration and those of the building as constructed. Concurrently with the recording of this Declaration, a survey map and floor plan of the project is being filed in the the Anchorage Recording District, Third Judicial District, State of Alaska, under File No. 83-26.

Section 4: UNIT OWNER

"Unit Owner" shall mean the person or persons holding title in fee to a unit.

Section 5: PROJECT

"Project" shall mean the entire property divided into condominiums, or to be divided into condominiums, including all structures thereon, the common areas, the limited common areas and the units within the property.

Section 6: LIMITED COMMON AREAS

"Limited common areas" shall be and include all areas for which exclusive easements are reserved for the benefit of unit owners, including, but not limited to, assigned parking spaces and storage areas as those areas are set forth on the survey map and/or the set of floor plans filed simultaneously herewith and incorporated herein by this reference as though set forth in full. The limited common areas for each unit are described in Exhibit B attached to this Declaration and incorporated herein by this reference.

Section 7: COMMON AREAS

"Common areas" shall mean and include all areas on the property, except the units, and shall further include, for maintenance purposes of the Association, all gas, water and waste pipes, all sewers, all ducts, chutes, conduits, wires and other utility installation of the multifamily structure wherever located (except the outlets thereof when located within the units), the lots upon which the structure is located and the airspace above the structure, all bearing walls, columns, floors, the roof, slab, foundation, and landscaping, unassigned parking and storage areas, mechanical and laundry/recreation areas, and all other parts of the property and apparatus and installations existing in the buildings or on the property for common use, or necessary or convenient to the existence, maintenance, or safety of the Property, which are not specifically made the part of a unit by the terms of this Declaration.

Section 8: RESIDENCE

"Residence" shall mean and include a unit and its corresponding limited common areas over which the unit owner has an exclusive easement as provided for herein.

Section 9: COMMON ASSESSMENT

"Common assessment" shall mean the charge against an owner for his proportionate share of the cost of maintaining, improving, repairing and managing the project and all other common expenses, including operational costs for the common areas, which are to be paid by each unit owner to the Association for common expenses and charged to his condominium.

Section 10: SPECIAL ASSESSMENT

"Special assessment" shall mean a charge against a particular unit owner and his condominium, directly attributable to the unit owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration.

Section 11: CAPITAL IMPROVEMENT ASSESSMENT

"Capital improvement assessment" shall mean a charge against each unit owner and his condominium, representing a portion of the cost to the Association for installation or construction of any capital improvements on any of the common areas or the limited common areas which the Association may from time to time authorize.

Section 12: ASSOCIATION

"Association" shall mean BELLA VISTA SOUTH HOMEOWNERS ASSOCIATION.

Section 13: COMMON EXPENSES

"Common expenses" shall mean the actual and estimated costs of maintenance, management, operation, repair and replacement of the common areas and limited common areas (to the extent not paid by the unit owner responsible for payment), including unpaid special reconstruction and capital improvement assessments; costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; and the costs of utilities (heat, water and sewer), gardening and other services benefiting the common areas and limited common areas; the costs of fire, casualty, liability, workmen's compensation and other insurance covering the project; the cost of bonding of the members of the Association or managing agents; taxes paid by the Association; amounts paid by the Association for discharge of any lien or

encumbrance levied against the entire project or portions thereof; and the costs of any other item or items designated by the Association for any reason whatsoever.

Section 14: MORTGAGE - MORTGAGEE - MORTGAGOR

Reference in this Declaration to a mortgage shall be deemed to include a deed of trust; reference to a mortgagee shall be deemed to include the beneficiary of a deed of trust; and reference to a mortgagor shall be deemed to include the trustor of the deed of trust.

Section 15: BOARD OF DIRECTORS

"Board of Directors" shall mean the Board of Directors of the Association.

ARTICLE II

RESIDENCE AND USE RESTRICTIONS

Section 1: SINGLE-FAMILY RESIDENCE

Residences shall be used exclusively for single-family residential purposes.

Section 2: DESCRIPTION OF CONDOMINIUM BUILDINGS

This condominium project consists of two (2) buildings containing eight (8) residential townhouse style units in each building, for a total of sixteen (16) Units. Each building is two (2) stories, addressed as 840 East 76th Avenue and 7641 South Lumbis Street. Each building is built over a full crawl space, with the Units at different elevations and staggered within the building.

The foundations have poured concrete walls and reinforced concrete footings. The exterior walls are 2" x 4" stud walls with a double wall between units, and the exterior siding is T 1-11 plywood finished with a heavy stain. The roof is pitched and covered with cedar shakes. The interior walls are painted gypsum board, and the insulation is fiberglass; 9"-R30 in the ceiling and 4"-R19 in the walls.

Section 3: PARKING AND VEHICULAR RESTRICTIONS

There are sixteen (16) assigned carports, one for each Unit. In addition, there are eight (8) open, paved parking

spaces in the front of the buildings, to the north, which are to be assigned by the Association.

Section 4: NUISANCES

No noxious or offensive activities (including, but not limited to, the repair of automobiles) shall be carried on upon the project. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a residence and its contents, shall be placed or used in any such residence. No loud noises shall be permitted on the property, and the Board of Directors of the Association shall have the right to determine if any noise or activity-producing noise constitutes a nuisance. No unit owner shall permit or cause anything to be done or kept upon the property which will increase the rate of insurance thereon or which will obstruct or interfere with the rights of other unit owners, nor will he commit or permit any nuisance on the premises, or commit or cause any illegal act to be committed thereon. Each unit owner shall comply with all of the requirements of the local or State health authorities and with all other governmental authorities with respect to the occupancy and use of a residence.

Section 5: SIGNS

No signs, posters, displays or other advertising devices of any character shall be erected or maintained on, or shown or displayed from, the residences without prior written approval having been obtained from the Board of Directors of the Association; provided, however, that the restrictions of this paragraph shall not apply to any sign or notice of customary and reasonable dimension which states that the premises are for rent or sale. Address, identification signs and mail boxes shall be maintained by the Association. The Board of Directors may summarily cause all unauthorized signs to be removed and destroyed. This section shall not apply to any signs used by Declarant or its agents in connection with the original construction and sale of the condominiums.

Section 6: HOLD HARMLESS AND INDEMNIFICATION

Each unit owner shall be liable to the Association for any damage to the common areas or any equipment thereon which may be sustained by reason of the negligence of said unit owner or of his guests or invitees, to the extent that any such damage shall not be covered by insurance. Each unit owner does further, by the acceptance of his deed, agree to indemnify each and every other unit owner, and to hold him or her harmless, from any claim of any person for personal injuries

or property damage occurring within the residence of the unit owner, unless said injury or damage shall occur by reason of the negligence of any other unit owner, and each unit owner further agrees to defend, at his expense, any and all remaining owners who may be sued by any person for a claim for personal injury or property damage alleged to have been sustained within the residence of that unit owner.

Section 7: OUTSIDE INSTALLATIONS

No outside television or radio pole, antenna or clothes-line shall be constructed, erected or maintained on any residence without first obtaining the approval of the Board of Directors. No wiring or installation of air conditioning or other machine shall be installed on the exterior of the building of the project or be allowed to protrude through the walls or roof of the building, unless the prior written approval of the Board of Directors is secured. No basketball standards or fixed sports apparatus shall be attached to any residence without the prior written approval of the Board of Directors.

Section 8: PET REGULATIONS

No animals, livestock or poultry shall be kept in any residence, except that domestic dogs, cats, fish and birds in inside bird cages may be kept as household pets within the project, provided that they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall be deemed to limit the number of dogs, cats and birds to two (2) each. The Association shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Directors of the Association, a nuisance to any other unit owner. Dogs and cats belonging to unit owners, occupants or their licensees must be either kept within an enclosure, or on a leash being held by a person capable of controlling the animal. The enclosure must be maintained so that the animal cannot escape therefrom and shall be subject to the approval of the Board of Directors of the Association. Should any dog or cat belonging to a unit owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed by the Board of Directors or a person designated by them to a pound under the jurisdiction of the local municipality in which the property is situated. Furthermore, any unit owner shall be absolutely liable to each and all remaining owners, their families, guests and invitees, for any damage to person

or property caused by any pets brought or kept upon the property by an owner or by members of his family, guests, licensees or invitees.

Section 9: VIEW OBSTRUCTIONS

No vegetation or any other obstruction shall be planted or maintained upon any walkway or stairway in such location or of such a height as to unreasonably obstruct a view from any other residence in the vicinity thereof. In the event of a dispute between owners of units as to the obstruction of a view from a residence, such dispute shall be submitted to the Board of Directors, whose decisions in such matters shall be binding. Any such obstruction shall, upon request of the Board, be removed or otherwise altered to the satisfaction of the Board by the owner of the residence upon which said obstruction is located.

Section 10: BUSINESS OR COMMERCIAL ACTIVITY

No business or commercial activity shall be maintained or conducted in any residence, except that Declarant, or a person designated by the Association as agent of the Association for purposes of managing the property, may maintain management offices and facilities in a residence or in a temporary structure constructed on the project. Provided, however, that professional and administrative occupations may be carried on within the residences so long as there exists no external evidence thereof.

Section 11: TEMPORARY STRUCTURE

No temporary structure, boat, truck, trailer, camper or recreation vehicle of any kind shall be used as a living area while located on the project; however, trailers or temporary structures for use incidental to the initial construction of the improvements on the property may be maintained thereon, but shall be removed within a reasonable time upon completion of construction of the project.

Section 12: RUBBISH REMOVAL

Trash, garbage or other waste shall be disposed of only by depositing same, wrapped in a secure package, into a designated trash container or garbage disposal. No owner of a unit shall permit or cause any trash or refuse to be disposed of on any portion of the project subject to this Declaration. No portion of the project shall be used for the storage of building materials, refuse or any other materials other than

in connection with approved construction. There shall be no exterior fires whatsoever, except barbeque fires contained within receptacles thereof.

Section 13: LEASE OF UNITS

Any unit owner may lease his unit to a fourth party, but such a lease arrangement must be in writing and shall provide that the failure to comply in all respects with the provisions of this Declaration and the Association By-Laws shall be a default under the terms of the lease. No unit owner may lease his unit for transient or hotel purposes; nor may less than the entire unit be leased.

ARTICLE III

ARCHITECTURAL PROVISIONS

Excepting the interior of units, no replacement, addition or alteration of the building, structure, fence, drainage facility, common or limited common area landscaping or planting shall be effected on any residence other than by Declarant until the plans, specifications and plat plan showing the location and nature of such replacement, addition, alteration or removal have been submitted to, and approved in writing by, the Board of Directors; nor shall any exterior painting or decorative alteration be commenced, other than by Declarant, until the Board has approved the plans therefor, including the proposed color schemes, design thereof and the quality of materials to be used. All such plans and specifications shall be prepared by an architect or landscape architect or licensed building designer, said person to be employed by the unit owner making application at his sole expense. Plans and resubmittals thereof shall be approved or disapproved within thirty (30) days. Failure of the Board to respond to a submittal or resubmittal of plans within such period shall be deemed to be approval of the plans as submitted or resubmitted. The approval of the plans and specifications may be withheld, not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by reason of reasonable dissatisfaction of the Board with the location of the structure on the residence, the elevation, color scheme, finish, design, proportions, architecture, shape, height, style and appropriateness of the proposed structure or altered structure, the materials used therein, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Board, will render the proposed investment inharmonious or

out of keeping with the general plan of improvement of the property or with the improvements erected on other residences. If, after such plans and specifications have been approved, the improvements are altered, erected or maintained upon the residence other than as approved by the Board, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Board having been obtained as required by this Declaration. After the expiration of one (1) year from the date of completion of any improvement, said improvement shall, in favor of purchasers and encumbrances, in good faith and for value, be deemed to comply with all of the provisions hereof, unless a notice of such noncompliance or noncompletion, executed by one member of the Board, shall appear of record in the Office of the Recorder, Anchorage Recording District, or legal proceedings shall have been instituted to enforce compliance with these provisions. The approval of the Board of any plans or specifications submitted for approval as herein specified for use on any residence shall not be deemed to be a waiver by the Board of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other residences. No member of the Board shall be liable to any person for his decisions or failure to act in making decisions as a member of said Board. The members of the Board shall receive no compensation for their services performed pursuant to this Declaration. Upon approval of the Board, it shall be conclusively presumed that the location and height of any improvement does not violate the provisions of this Declaration.

ARTICLE IV

REPAIR AND MAINTENANCE

Section 1: REPAIR AND MAINTENANCE DUTIES OF ASSOCIATION

The Association shall maintain, repair and make necessary improvements to, and pay for out of the maintenance fund to be provided, all common areas and the building thereon; all corrective architectural, landscaping and repair work within residences, if the unit owner fails to repair the areas subject to his control and duty to maintain; all metered utilities in common areas; and all parking areas, ramps, walks and other means of ingress and egress within the project. To the extent not assessed to or paid by the unit owners, the Association shall pay all real and personal property taxes and

assessments levied upon any portion of the common areas or limited common areas. It shall further be the affirmative duty of the Association to require strict compliance with all provisions of this Declaration and to inspect the property for any violations thereof.

Section 2: REPAIR AND MAINTENANCE BY UNIT OWNER

Each unit owner shall maintain, repair, replace and restore all portions of his residence, including the interior walls, ceilings, windows, floors, doors and permanent fixtures and limited common areas subject to his exclusive control, in a clean, sanitary and attractive condition.

ARTICLE V

DESTRUCTION OF IMPROVEMENTS

Section 1: DAMAGE AND DESTRUCTION

If, within sixty (60) days of damage or destruction of all or part of the property, it is not determined by a majority of all unit owners to repair, reconstruct or rebuild in accordance with the original plans, or by unanimous vote of all unit owners to do otherwise, then:

(a) The property shall be owned in common by the unit owners;

(b) The undivided interest of the property owned in common which appertains to each of the unit owners shall be the percentage of the undivided interest previously owned by him in the common areas and facilities; and

(c) Mortgages, deeds of trust or liens affecting any of the units shall be transferred in accordance with the existing priorities to the percentage of the undivided interest of the unit owner in the property.

Section 2: APPLICATION OF INSURANCE PROCEEDS

Subject to the provisions of Section 1, and the interests of any holder of a first mortgage, in the event of damage or destruction as the result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration, exclusive, however, of furniture, furnishings, fixtures or equipment installed by unit owners, and the Board of Directors shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration

in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense, and the Board of Directors may assess all unit owners for such deficit as part of the common charges.

Section 3: RIGHT TO PARTITION

The common areas and facilities shall remain undivided, and no unit owner or other person may bring any action for partition or division of any part, unless the property has been removed from the provisions of the Horizontal Property Regimes Act of the State of Alaska.

Section 4: SUBDIVISION AND COMBINATION OF UNITS AND COMMON AREAS AND FACILITIES

A resolution adopted and signed by at least seventy-five percent (75%) of the unit owners may provide for the subdivision or combination, or both, of any unit or units or of the common or limited common areas and facilities, or any parts thereof, and the means for accomplishing such subdivision or a combination, or both, and any such resolution shall provide, in conjunction therewith, for the appropriate amendments to this Declaration, the By-Laws or any other documents or agreements affected thereby; provided that the space combined or subdivided shall, after such subdivision or combination, have the same percentage of total value that such space had prior to such subdivision or combination unless such percentage of total value is changed by appropriate amendment in accordance with Article X hereof.

Section 5: INTERIOR DAMAGE

Restoration and repair of any damage to the interior of any individual unit shall be made by and at the individual expense of the owner of that unit and, in the event of a determination to rebuild after partial or total destruction, shall be completed as promptly as practical and in a lawful and workmanlike manner.

Section 6: NOTICE TO MORTGAGEE

Any institutional holder of a first mortgage on any unit shall be given written notice of any substantial damage, destruction to or the taking of a condominium or the common elements. In any event, notice will be given whenever the loss or taking to the common elements exceeds \$10,000, or the damage to the individual condominium exceeds \$10,000.

ARTICLE VI
ASSESSMENTS

Section 1: LEVY AND PAYMENT

(a) Levy. All unit owners shall pay all common assessments for common expenses and all applicable special assessments and capital improvement assessments imposed by the Board of Directors. The common assessments and applicable capital improvement and special assessments, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the person who was the owner of the condominium at the time when the assessment fell due. The assessment shall include payments to a general operating reserve fund for replacement as deemed necessary by the Board of Directors. The assessments levied by the Board of Directors shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the condominiums and for the improvement, operation, replacement and maintenance of the project. Not later than thirty (30) days prior to the beginning of each calendar year, the Board of Directors shall estimate the total charges to be assessed against each condominium. Written notice of the annual assessments shall be sent to every unit owner subject thereto. Each owner thereof shall thereafter pay to the Association his assessment in installments as established by the Board of Directors. In the event the Board of Directors shall determine that the estimate of total charges for the current year is, or will become, inadequate to meet all expenses of the property for any reason, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the total charges to be assessed against each condominium. Any further increases in the amount so assessed shall only be effective upon written consent of two-thirds (2/3) of the unit owners and their first mortgagees.

(b) Payment. Each installment of an assessment shall become delinquent if not paid on or before thirty (30) days from the date upon which it becomes due. All annual common assessments shall be paid according to the percentage of ownership in the common areas as set forth in Exhibit C. All excess funds remaining in the general operating reserve fund over and above the amounts used for the operation of the condominium project shall be returned to the unit owners in a proportion equal to their individual contributions or may be retained by the Association and applied to the following year's assessments. In a voluntary conveyance of a condominium, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments by the

Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Notwithstanding anything in the foregoing to the contrary, any unit owned by Declarant which is unoccupied shall be assessed at seventy percent (70%) of the full common assessment. Assessments shall commence no later than thirty (30) days after recording of the conveyance of the first unit in the project. However, all units shall pay full assessments no later than one hundred twenty (120) days after conveyance of the first unit in the project.

(c) Commencement/Reserves. From and after the date of recordation of a deed to the first unit owner of an interest in the project, the unit owner shall establish an assessment reserve fund with the Association, which reserve fund shall equal the projected assessments to the unit owner for a two-month period. In addition, the unit owner shall pay to the Association the regular monthly assessment as provided herein, the purpose being to have available at all times for the Association an assessment reserve fund equal to two months of assessments. This assessment reserve fund shall be maintained at all times, just as a reserve for taxes and insurance is so maintained, and in the event of a subsequent transfer of the unit owner's interest in the project, the subsequent purchaser shall be responsible for establishing and maintaining this reserve fund.

Section 2: DELINQUENCIES

There shall accrue with each delinquent assessment a late charge of Five Dollars (\$5.00), together with interest at the maximum rate permitted by law on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association. In the event of default by any unit owner in the payment of any assessment, the Association shall notify all persons and firms holding a mortgage or deed of trust by any unit owner on any condominium on the project.

Section 3: LIENS, ENFORCEMENT

All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on the respective condominium prior and superior to all other liens, except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any mortgage of record made in good faith and for value and recorded prior to the date on which the lien became effective. It shall be the duty of the Association to enforce such lien in any manner permitted by law. In any such foreclosure, the

condominium owner shall be required to pay a reasonable rental for the condominium and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to bid on the condominium at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same, and this provision, or any institution of suit to recover a money judgment, shall not constitute an affirmation of the adequacy of money damages. Any recovery resulting from a suit in law or equity initiated pursuant to this section may include reasonable attorneys' fees as fixed by the court.

ARTICLE VII

THE ASSOCIATION

Section 1: FORMATION AND MEMBERSHIP

(a) Formation/Membership. The Association shall be incorporated under the name of Bella Vista South Homeowners Association, as a corporation not for profit under the laws of the State of Alaska. Every unit owner who is subject to assessment shall automatically, upon becoming the owner of a condominium, be a member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. A person shall be deemed an owner of a condominium only upon recordation of a deed conveying the condominium to him, and the membership shall be appurtenant to the condominium conveyed.

(b) By-Laws. The Association shall adopt By-Laws for the administration of the property and the Association and other purposes not inconsistent with this Declaration and the Act. These By-Laws shall be adopted by the Board of Directors of the Association after their election at the Association organizational meeting, which meeting shall be held no later than one hundred twenty (120) days after transfer of title to seventy-five percent (75%) of the units in the project, or two (2) years after conveyance of the first unit, whichever event is earlier. The By-Laws may be amended or modified by the vote of seventy-five percent (75%) of the unit owners. Any proposed modifications or amendments to the By-Laws shall be proposed by Association members at any duly constituted annual or special meeting of the Association. A copy of the proposed amendment shall be included in the notice of any meeting in which action is to be taken.

Section 2: GENERAL POWERS OF THE ASSOCIATION

The Association shall have all of the powers set forth in its Articles of Incorporation, together with its general powers as a nonprofit corporation, generally to do any and all things that a corporation organized under the laws of the State of Alaska may lawfully do in operating for the benefit of its members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws and in this Declaration and to do any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association or for the peace, health, comfort, safety and general welfare of the unit owners and their guests.

Section 3: SPECIAL POWERS OF BOARD OF DIRECTORS

Without in any way limiting the generality of the foregoing, in the event that the Board of Directors determines that an improvement is in need of repair, restoration or painting, or that landscaping is in need of installation, repair or restoration, or that an improvement is in existence without proper approval of the Board, or that there is a violation of any provision of this Declaration, then the Board of Directors shall give written notice to the unit owner of the condition or violation complained of, and unless the Board has approved in writing corrective plans proposed by the unit owner to remedy the condition complained of within such period of time as may be determined reasonable by the board of Directors after it has given written notice, and such corrective work so approved is completed thereafter within the time allotted by the Board of Directors, the Board of Directors shall undertake to remedy such condition or violation complained of, and the cost thereof shall be charged to the unit owner and his condominium whose residence is the subject matter of the corrective work, and such cost shall be deemed to be a special assessment to such unit owner, and his condominium, and subject to levy, enforcement and collection by the Board of Directors in accordance with the assessment lien procedure provided for in this Declaration.

Section 4: RIGHTS OF ENTRY

The Association shall have a limited right of entry in and upon all limited common areas and the exterior of all units for the purpose of taking whatever corrective action may be deemed necessary or proper by the Association. Nothing in this Article shall in any manner limit the right of the unit owner to exclusive control over the interior of his unit. Provided, however, that an owner shall grant a right of entry

to the Association, or any other person authorized by the Association, in case of any emergency originating in or threatening his unit, whether the owner is present or not. Provided further, that an owner shall permit other owners, or their representatives, to enter his unit for the purpose of performing required installation, alterations or repair of the mechanical or electrical services to a residence, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner whose unit is to be entered. In case of an emergency, such right of entry shall be immediate.

Section 5: MISCELLANEOUS DUTIES AND POWERS

The Association shall have the right to install or construct capital improvements on any of the common areas. The Association may, at any time and from time to time, reconstruct, replace or refinish any improvement or portion thereof upon the common areas in accordance with the original design, finish or standard of construction of such improvement; construct, reconstruct, replace or refinish any surface upon any portion of common areas designated as a parking area; replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the common areas; and place and maintain upon the common areas such signs as the Association may deem necessary for their identification, for regulation of traffic, including parking, the regulation and use of the common areas and for the health, welfare and safety of unit owners and their guests. The Association may delegate all of the powers contained in this Declaration to any management organization or individual, and the Association may employ personnel necessary for the effective operation and maintenance of the buildings and common areas of any type described herein, including the employment of legal and accounting services.

Section 6: PRIORITIES AND INCONSISTENCIES

If there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the By-Laws, the terms and provisions of this Declaration shall prevail.

Section 7: MANAGING AGENT

The Association may enter into a written contract with a professional, corporate or individual manager to conduct and perform the business, obligations and duties of the Association. This contract shall conform to the guidelines establish-

ed by the Alaska Housing Finance Corporation (AHFC), Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA) and Veterans Administration (VA) regarding the term and termination of that agreement during such periods of time as AHFC, FHLMC, FNMA and VA is a mortgagee on a unit in the project or is the owner of such a unit. Any agreement for professional management of the condominium project, or any other contract providing for services by the developer, sponsor, or builder, must provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less written notice and a maximum contract term of three years.

Section 8: SHARES AND VOTING

At any meeting of the Association, each condominium owner, including Declarant as to those condominiums not sold, shall be entitled to vote the percentage set forth in Exhibit C. Where there is more than one record owner of a condominium, any or all of such persons may attend any meeting of the Association, but it shall be necessary for those owners present to act unanimously in order to cast the vote to which the condominium is entitled. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein shall be deemed to be binding on all owners of condominiums, their successors and assigns.

Section 9: TRANSFER OF CONTROL

Declarant shall transfer control of the Association to the Unit owners no later than the earlier of the following events:

- a. One hundred twenty (120) days after transfer of title to seventy-five percent (75%) of the Units; or
- b. Two (2) years following conveyance of the first Unit.

ARTICLE VIII

RIGHTS OF MORTGAGEE

Section 1: PRIORITY

Where the mortgagee of a mortgage of record which is recorded prior to the date on which the assessment lien became effective, or other purchaser of a condominium, obtains title to the same as a result of foreclosure of any such mortgage,

or other purchaser of a condominium obtains title to the same as a result of a deed taken in lieu of foreclosure, the acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such condominium which became due prior to the acquisition of title to such condominium by such acquirer, but shall be subject to any future assessments which become due subsequent to his acquisition of title. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the condominiums, including such acquirer, his successors and assigns.

Section 2: DEFAULT

A breach of any of the provisions, covenants, restrictions or limitations hereof, the recordation of any lien or assessment hereunder, or the pursuit of any remedy hereunder shall not defeat or render invalid the lien of any mortgage made by a unit owner in good faith and for value upon the interest of a unit owner. All of the provisions herein shall be binding upon and effective against any owner whose title to said property is hereafter acquired through foreclosure or trustee's sale. The holder of a first mortgage of record is also, upon request, entitled to written notification from the Association of any default in the performance by the individual unit owner of any obligation under this Declaration, Association By-Laws or other Association documents, which default is not cured within sixty (60) days.

Section 3: RIGHT TO INSPECT ASSOCIATION RECORDS AND NOTICE

The holder of a first mortgage of record, its successors and assigns, shall have the right to inspect the Association's books of account and other financial records and shall also be able to require the Association to provide to it such additional financial data as may be reasonably requested to protect its interests, including annual audited financial statements, within ninety (90) days following the end of the fiscal or calendar year of the Association. Written notice of all Association meetings shall be sent to first mortgagees of record who may designate an agent to attend such meetings.

Section 4: PRIOR APPROVAL

Nothing in this Declaration or the By-Laws of the Association of unit owners provided for herein to the contrary, prior written approval of the holders of the first mortgages or deeds of trust covering all or any portion of the project shall be a condition precedent to the effectiveness of any of

the following actions:

- (a) Removal of all or any portion of the property or project from the provisions of the Horizontal Property Regimes Act pursuant to Alaska Statute 34.07.330, or as said Statute may be amended from time to time.
- (b) By act or omission seek to abandon or terminate the condominium status of the project, except for abandonment provided under the provisions of the Horizontal Property Regimes Act in case of substantial loss to the units and common elements.
- (c) A change in the pro rata interest or obligation of any unit for purposes of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, (ii) determining the pro rata share of ownership of each condominium unit in the common elements, except as required by the Horizontal Property Regimes Act.
- (d) The partition or subdivision of any unit.
- (e) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer all of any portion of the common elements.
- (f) The use of hazard insurance proceeds for losses to any condominium property, whether to a unit or to the common elements, for other than the repair, replacement or reconstruction of such improvements, except as provided in the Horizontal Property Regimes Act in the case of substantial loss to the units and common elements.
- (g) Any material amendment to this Declaration or to the By-Laws of the Association.

ARTICLE IX

INSURANCE

Section 1: TYPES

The Association shall obtain and continue in effect adequate blanket public liability insurance for the common areas and fire insurance with extended coverage for the full replacement value of the project. Such insurance shall be maintained by the Association for the benefit of the Association, the unit owners, and the encumbrancers upon the property, or any part thereof, as their interests may appear, with underlying

coverage on the individual units. The Association may purchase such other insurance as it may deem necessary, including, but not limited to, plate glass insurance, fidelity bonds and workmen's compensation. Each owner shall provide insurance on his personal property. Nothing herein shall preclude any individual owner from carrying any public liability insurance as he may deem advisable to cover his individual liability for damages to person or property occurring inside his individual unit or elsewhere upon the premises.

Notwithstanding any provisions to the contrary herein, the Association shall be required to continuously carry a master condominium policy of casualty insurance, and a fidelity bond, with such coverage and endorsements in form and amounts, including full replacement cost coverage with an agreed amount endorsement as required to the Alaska Housing Finance Corporation, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or Veterans Administration (AHFC, FHLMC, FNMA or VA), during such periods of time as AHFC, FHLMC, FNMA or VA is a mortgagee on a unit in the project or the owner of such a unit.

Section 2: PREMIUMS AND PROCEEDS

Insurance premiums for any such blanket insurance coverage obtained by the Association, and any other insurance deemed necessary by the Association, may become a common expense, at the discretion of the Board of Directors, to be included in the regular assessments levied by the Association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as provided in Article V of this Declaration. The Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers. Any two Directors of the Association may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signature shall be binding on all the unit owners.

ARTICLE X

DURATION AND AMENDMENT

Section 1: DURATION

This Declaration shall be perpetual and continue in full force until terminated by law or as otherwise provided herein.

Section 2: AMENDMENT

Notice of the subject matter of a proposed amendment to

this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered. A resolution adopting a proposed amendment may be proposed by a condominium owner at a meeting of members of the Association. The resolution shall be adopted by approval of condominium owners owning in the aggregate not less than seventy-five percent (75%) of the voting power. A copy of each amendment shall be certified by at least two (2) officers of the Association, and the amendment shall be effective when recorded in the public records, Anchorage Recording District, State of Alaska. Provided, however, that any of the following amendments to be effective must be approved in writing by the record holders of all encumbrances on any condominiums at the time of such amendment:

(a) Any amendment which affects or purports to affect the validity or priority of encumbrances or the rights or protection granted to encumbrancers as provided herein.

(b) Any amendment which would necessitate an encumbrancer, after it has acquired a condominium through foreclosure, to pay more than its proportionate share of any unpaid assessment or assessments accruing prior to such foreclosure.

(c) Any amendment which would or could result in an encumbrance being cancelled by forfeiture, or in the individual condominiums not being separately assessed for tax purposes.

(d) Any amendment relating to the insurance provisions as set out in Article VIII hereof, to the application of insurance proceeds as set out in Article V hereof, or to the disposition of any money received in any taking under Condemnation proceedings.

Section 3: AMENDMENT BY DECLARANT

Notwithstanding the foregoing, until the close of any escrow for the sale of a condominium in the project, Declarant shall have the right to terminate or modify this Declaration by recordation of a supplement thereto setting forth such termination or modification. For purposes of this Declaration, the close of escrow shall be deemed to be the date upon which a deed conveying a condominium is recorded.

ARTICLE XI

CONDEMNATIONSection 1: CONSEQUENCES OF CONDEMNATION

If, at any time or times during the continuance of the condominium ownership, pursuant to this Declaration, all or any part of the project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in advance thereof, the provisions of this Article shall apply.

Section 2: PROCEEDS

All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award", shall be payable to the Association, in trust, for the purposes set forth herein.

Section 3: COMPLETE TAKING

In the event that the entire project is taken or condemned, sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant thereto shall terminate. The condemnation award shall be apportioned among the unit owners in proportion to the respective undivided interests in the common elements, provided that if a standard different from the value of the project as a whole is employed to measure the condemnation award in the negotiation, judicial decree or otherwise, then in determining such shares, the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the last preceding paragraph, the Association shall, as soon as practicable, determine the share of the condemnation award to which each owner is entitled and make payment to said owner and/or his mortgagee accordingly.

Section 4: PARTIAL TAKING

In the event that less than the entire project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each owner shall be entitled to a share of the condemnation award to be determined in the following manner:

- (a) as soon as practicable, the Association shall,

reasonably and in good faith, allocate the condemnation award between compensation damages, and other proceeds, and shall apportion the amounts so allocated to taking of or injury to the common elements among the owners in proportion to their respective undivided interests in the common elements;

(b) the total amount allocated to severance damages shall be apportioned to those condominium units which were not taken or condemned;

(c) the respective amounts allocated to the taking of or injury to a particular unit and/or improvements an owner had made within his own unit shall be apportioned to the particular unit involved; and

(d) the amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances.

If an allocation of the condemnation award is already established in negotiation, judicial decree or otherwise, then in allocating the condemnation award, the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by check payable jointly to the respective owners and their respective mortgagees.

Section 5: REORGANIZATION

In the event a partial taking results in the taking of a complete unit, the owner thereof automatically shall cease to be a member of the Association. Thereafter, the Association shall reallocate the ownership, voting rights and assessments ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the owners of remaining units for amendment of this Declaration as provided in Article X hereof.

Section 6: NOTICE TO MORTGAGEE

The institutional holder of a first mortgage on any unit shall be given written notice of any condemnation proceeding described herein, and nothing herein shall entitle a unit owner, or any other party, to priority over the holder of a first mortgage with respect to the distribution of the proceeds of any award or settlement.

ARTICLE XII

MISCELLANEOUSSection 1: LEGAL PROCEEDINGS

Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief which may include, without limiting same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof, which relief may be sought by the Association or, if appropriate, by an aggrieved unit owner. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the project, and any violation of this Declaration shall be deemed to be a nuisance. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision, or any other provision hereof. Any unit owner not at the time in default hereunder, or Declarant, shall be entitled to bring an action for damages against any defaulting unit owner, and, in addition, may enjoin any violation of this Declaration. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorneys' fees in such amount as the court may deem reasonable, in favor of the prevailing party. Each remedy provided for in this Declaration shall be cumulative and not exclusive or exhaustive.

Section 2: SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provisions hereof.

Section 3: EASEMENTS

Declarant expressly reserves, for the benefit of owners in the project, reciprocal easements of access, ingress and egress over all of the common areas. Such easements may be used by Declarant's successors, purchasers and all unit owners, their guests, tenants and invitees, residing or temporarily visiting the project, for pedestrian walkways, vehicular access, and such other purposes reasonably necessary to use and enjoyment of a unit in the project. Such easements shall be appurtenant to, and shall pass with, the title to every unit conveyed. The Declarant expressly reserves, for the benefit of each unit owner, an exclusive easement for use of those areas depicted on the condominium plan as limited common

areas, as assigned to each unit owner for his numbered unit. All building walls shall be considered to adjoin and abut the wall of the contiguous residence against the surface from the bottom of the foundation of the building. Such right of use shall be as not to interfere with the use and enjoyment of the owners of adjoining residences, and in the event that any such contiguous wall is damaged or injured from any cause other than the act or negligence of one of the owners, the same shall be repaired or rebuilt at their joint expense. In the event any portion of the common elements encroaches upon any unit, or any unit encroaches upon the common elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the project, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

Section 4: VALUATION OF UNIT AND PROPERTY AND VOTING RIGHTS

Each unit described herein is valued as set forth in Exhibit C, the total value of such units being the value of property comprising the project. The owner of each unit shall have an undivided interest in the common areas and facilities appertaining to each unit for all purposes, including voting as set forth in Exhibit C.

Section 5: SERVICE OF PROCESS

The name and residence of the person to receive service of process in the cases provided for in the Horizontal Property Regimes Act of the State of Alaska is:

David R. Johnson
3605 Arctic Blvd., #1061
Anchorage, Alaska 99502

This Declaration has been executed on the day and year first hereinabove written.

DECLARANT:

HPJ ALASKA, A General Partnership

By

David R. Johnson
David R. Johnson, General Partner

By

James L. Henderer
James L. Henderer, General Partner

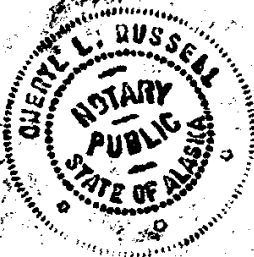
By

Mitchell H. Pike
Mitchell H. Pike, General Partner

STATE OF ALASKA)
THIRD DISTRICT) ss.

THIS IS TO CERTIFY that on the 4th day of February, 1983, before me the undersigned Notary Public personally appeared DAVID R. JOHNSON, JAMES L. HENDERER and MITCHELL H. PIKE, General Partners of HPJ ALASKA, A General Partnership, who are known to me and to me known to be the persons named in and who executed the above and foregoing, and they acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



Cheryl L. Russell
Notary Public in and for Alaska
My Commission expires: 7-25-83

EXHIBIT "A"
DESCRIPTION OF UNITS

Each of the sixteen (16), two (2) story, townhouse Units are identical, and are grouped in sets of two. The sets of two are mirror images of the standard floor plan but are at different elevations and are staggered within the two buildings. There are eight (8) Units per building.

Each Unit contains 730 square feet, has a covered entryway, and consists of a kitchen with breakfast bar, a kitchen, 1.5 bathrooms, living/dining room, 1 conventional and 1 loft bedroom, 4' x 8' deck off of living room with sliding glass door, laundry area, utility room, a covered entry, 2 skylights, a clerestory window, an open vaulted ceiling over the living area, and a 4' x 7'6" attached storage shed.

In addition, each Unit contains a dishwasher, garbage disposal, range and microwave oven with vent fan, and a freestanding wood burning fireplace, a key lock security system, and gas fired forced air heating system.

Each Unit has direct access to the common parking area, which in turn connects to dedicated roadways.

The Unit number of and location of each Unit are as follows:

<u>Unit No.</u>	<u>Location</u>
101	An east end unit in the south building
102	An interior unit in the south building
103	An interior unit in the south building
104	An interior unit in the south building
105	An interior unit in the south building
106	An interior unit in the south building
107	An interior unit in the south building
108	A west end unit in the south building
109	An east end unit in the north building
110	An interior unit in the north building

- 111 An interior unit in the north building
- 112 An interior unit in the north building
- 113 An interior unit in the north building
- 114 An interior unit in the north building
- 115 An interior unit in the north building
- 116 A west end unit in the north building.

EXHIBIT "B"
DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES

The limited common areas and facilities consist of sixteen (16) carport covered parking spaces, each assigned to a corresponding Unit, as well as the attached covered entryway, deck, and attached storage shed, all of which are assigned to the corresponding Unit.

EXHIBIT "C"Value of Units and Undivided
Interests in Common Areas and Facilities

<u>Unit</u>	<u>Value</u>	<u>Undivided Interest In Common Areas and Facilities</u>
101.....	80,000.00.....	6.25%
102.....	80,000.00.....	6.25%
103.....	80,000.00.....	6.25%
104.....	80,000.00.....	6.25%
105.....	80,000.00.....	6.25%
106.....	80,000.00.....	6.25%
107.....	80,000.00.....	6.25%
108.....	80,000.00.....	6.25%
109.....	80,000.00.....	6.25%
110.....	80,000.00.....	6.25%
111.....	80,000.00.....	6.25%
112.....	80,000.00.....	6.25%
113.....	80,000.00.....	6.25%
114.....	80,000.00.....	6.25%
115.....	80,000.00.....	6.25%
116.....	<u>80,000.00</u>	<u>6.25%</u>
	\$1,280,000.00	100.00%

BOOK 847

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BY-LAWS

OF

BELLA VISTA SOUTH HOMEOWNERS ASSOCIATION

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BY-LAWS OF
BELLA VISTA SOUTH HOMEOWNERS ASSOCIATION

ARTICLE I
PLAN OF CONDOMINIUM OWNERSHIP

Section 1: NAME

The name of the corporation is BELLA VISTA SOUTH HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located in Anchorage, Alaska.

Section 2: BY-LAWS APPLICABILITY AND MEMBERSHIP

The provisions of these By-Laws are applicable to the Project known as Bella Vista South Condominiums, located in the Municipality of Anchorage, Alaska. (The term "Project" as used herein shall include the land and the structures and improvements thereon.) All owners of units in the condominium Project shall be members of the Association. The membership of each unit owner shall terminate when he ceases to be a unit owner and upon the sale, transfer or other disposition of his unit, his membership in the Association shall automatically be transferred to the new unit owner.

Section 3: PERSONAL APPLICATION

All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the Project in any manner, are subject to the regulations set forth in these By-Laws and in the recorded Declaration of Covenants, Conditions and Restrictions, Reservation of Easements and Condominium Plan Pursuant to the Horizontal Property Regimes Act of the State of Alaska (the "Declaration" herein).

The mere acquisition or rental of any of the units of the Project, or the mere act of occupancy of any of the units, will signify that these By-Laws are accepted, ratified, and will be complied with.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIESSection 1: VOTING

Voting shall be on a percentage basis, and the percentage of the total vote to which the owner of a unit is entitled shall be the percentage assigned to each unit in the Declaration.

In the event the unit is owned by more than one person, those persons must act unanimously to cast the vote allocated to that unit.

Section 2: MAJORITY OF OWNERS

As used in these By-Laws, the term "majority of owners" shall mean those owners holding fifty-one percent (51%) of the votes in the Project.

Section 3: QUORUM

Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners", as defined in Section 2 of this Article, shall constitute a quorum.

Section 4: PROXIES

Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE III

ADMINISTRATIONSection 1: ASSOCIATION RESPONSIBILITIES

The members shall have the responsibility of electing a Board of Directors in accordance with the provisions of Article IV of these By-Laws, approving the annual budget and such other responsibilities as are contained in its Articles of Incorporation or as are not delegated to the Board of Directors. Except as otherwise provided, decisions and resolutions of the members shall require approval by a majority of owners.

Section 2: PLACE OF MEETINGS

Meetings of the members shall be held at the principal office of the Project, or such other suitable place in Anchorage, Alaska, convenient to the owners as may be designated by the Board of Directors.

Section 3: ANNUAL MEETINGS

The first annual meeting shall be held no later than one hundred twenty (120) days after transfer of title to seventy-five percent (75%) of the units in the project, or two (2) years after conveyance of the first unit, whichever event is earlier. Thereafter, the annual meetings of the Association shall be held on the 15th day of SEPTEMBER of each succeeding year. At such meetings, there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

Section 4: SPECIAL MEETINGS

It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice, unless by consent of four-fifths of the owners present, either in person or by proxy.

Section 5: NOTICE OF MEETINGS

It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each owner of record, at least seven (7), but not more than fifteen (15), days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6: ADJOURNED MEETINGS

If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called.

ARTICLE IV

BOARD OF DIRECTORSSection 1: NUMBER AND QUALIFICATION

The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons, all of whom, except for those appointed and serving as first Directors, must be owners of condominiums in the Project.

Section 2: POWERS AND DUTIES

The Board of Directors shall have the following powers and duties:

(a) To elect the officers of the Association as hereinafter provided.

(b) To administer the affairs of the Association and the Project.

(c) To engage, subject to the provisions of the Declaration, the services of a Manager, who shall manage and operate the Project and the common areas and facilities thereof for all of the owners, upon such terms and for such compensation and with such authority as the Board of Directors may approve.

(d) To formulate policies for the administration, management and operation of the Project and the common areas and facilities thereof.

(e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Project and the common areas and facilities, and to amend such rules and regulations from time to time.

(f) To provide for the maintenance, repair and replacement of the common areas and facilities and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the Manager.

(g) To provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Project and the common areas and facilities, and to delegate any such powers

to the Manager (and any such employees or other personnel who may be the employees of the Manager).

(h) To estimate the amount of the annual budget and to provide the manner of assessing and collecting from the owners their respective shares of such estimated expenses, as hereinafter provided.

(i) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the owners, as expressed in a resolution duly adopted at any annual or special meeting of the unit owners.

(j) To appoint committees of members of the Association to overlook and assist in the day-to-day operations of the condominiums, without any executive powers, specifically in respect of items such as maintenance, security, beautification, public relations, and the welfare of residents.

(k) To exercise all other powers and duties of the Board of Directors or the Association of owners, as referred to in the Horizontal Property Regimes Act as enacted in the State of Alaska.

Section 3: OTHER DUTIES

In addition to duties imposed by these By-Laws, or by resolutions of the Association, the Board of Directors shall be responsible for the following: (a) care, upkeep and surveillance of the Project and the common areas and facilities; (b) collection of all assessments from the owners; and (c) designation and dismissal of the personnel necessary for the maintenance and operation of the Project, the common areas and facilities.

Section 4: MANAGEMENT AGENT

The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3 of this Article.

Section 5: ELECTION AND TERM OF OFFICE

At the first annual meeting of the Association, new Directors shall be elected for a term of one (1) year. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 6: BOOKS, AUDIT

The Board of Directors shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles, and at no greater than annual intervals, shall obtain an independent audit of such books and records. A copy of each such audit shall be delivered to a member within thirty (30) days after the completion of such audit, upon written request from a member.

Section 7: VACANCIES

Vacancies in the Board of Directors caused by any reason, other than the removal of a Director by a vote of the Association, shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 8: REMOVAL OF DIRECTORS

At any regular or special meeting duly called, any one or more of the Directors may be removed, with or without cause, by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 9: ORGANIZATION MEETING

The first meeting of a newly-elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly-elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 10: REGULAR MEETINGS

Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 11: SPECIAL MEETINGS

Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

Section 12: WAIVER OF NOTICE

Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13: BOARD OF DIRECTORS' QUORUM

At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14: ACTION WITHOUT MEETING

The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 15: FIDELITY BONDS

The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE V

OFFICERSSection 1: DESIGNATION

The principal officers of the Association shall be a President, Vice President, a Secretary and a Treasurer, all of which shall be elected by the Board of Directors. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary.

Section 2: ELECTION OF OFFICERS

The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3: REMOVAL OF OFFICERS

Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4: PRESIDENT

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5: VICE PRESIDENT

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6: SECRETARY

The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7: TREASURER

The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VI

OBLIGATIONS OF THE OWNERSSection 1: ASSESSMENTS

(a) All owners are obligated to pay all assessments imposed by the Association to meet all project expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard.

(b) All delinquent assessments shall be enforced, collected or foreclosed in the manner provided in the Declaration.

Section 2: MAINTENANCE AND REPAIR

(a) Every owner must perform promptly all maintenance and repair work within his own unit, which, if omitted, would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his own fault.

Section 3: EXTERIOR APPEARANCE

The exterior of each unit shall at all times be kept

attractive and in good repair, and all window coverings shall be of a uniform nature, to be established by the Association.

ARTICLE VII

AMENDMENTS

These By-Laws may be amended by the Association in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by at least seventy-five percent (75%) of the unit owners of all condominiums in the Project as shown in the Declaration.

ARTICLE VIII

MORTGAGES

Section 1: NOTICE TO ASSOCIATION

An owner who mortgages his condominium shall notify the Association through the Management Agent, if any, or the President of the Board of Directors, in the event there is no Management Agent, of the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Condominiums". Any such owner shall likewise notify the Association as to the release or discharge of any such mortgage.

Section 2: NOTICE OF UNPAID ASSESSMENTS

The Association shall, at the request of a mortgagee of a unit, report any unpaid assessments due from the owner of such unit.

ARTICLE IX

CONSTRUCTION OF TERMS

The following terms, as used in these By-Laws, shall have the same meanings as are applied to such terms in the Declaration: "Project", "Condominium", "Common Areas", "Unit", "Mortgage" and "Mortgagee".

ARTICLE X

PERIODIC REAPPRAISALS

The units and common areas shall be periodically re-

appraised with a recomputation, if necessary, of the percentage interest of each owner in the common areas and facilities as expressed in the Declaration. The reappraisal shall be ordered at ten-year intervals from the date of filing of the Declaration, unless otherwise directed by the Board of Directors, and such reappraisal and recomputation shall be approved by the Association only by a vote of at least seventy-five percent (75%) of the unit owners.

ARTICLE XI
DECLARATION

The Association governed by these By-Laws was created through Articles of Incorporation as a non-profit Alaska Corporation pursuant to a Declaration submitted to the land and improvements to the Horizontal Property Regimes Act of the State of Alaska (A.S. 34.07 et seq.), all of which (Declaration, Articles and Statute) impose additional restrictions and obligations on the Association and its members, all of which are incorporated herein by reference as if set forth in full.

ARTICLE XII
APPLICABLE LAW

In case any of these By-Laws conflict with any provisions of the laws of the State of Alaska, such conflicting By-Law shall be null and void upon final court determination to such effect, but all other By-Laws shall remain in full force and effect.

DATED this 4^E day of February, 1983.

James L. Senter
SECRETARY

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Secretary of BELLA VISTA SOUTH HOMEOWNERS ASSOCIATION, an Alaska non-profit corporation; and

2. The foregoing By-Laws, comprising of Twelve (12) pages, including this page, constitute the By-Laws of the corporation duly adopted at the meeting of the Board of Directors thereof duly held on February 4, 1983.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the corporation this 4th day of February, 1983.

James L. Henderson
SECRETARY

(SEAL)

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