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Recording Dist: 401 - Fairbanks
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When Recorded Return To:

CO20-3497

Eagle's Nest Condominium Association

Attn: Daphne Hofschulte, President

P.O. Box 55226

North Pole, AK 99705

THIS COVER SHEET HAS BEEN ADDED TO THIS DOCUMENT TO PROVIDE SPACE FOR RECORDING DATA AND TO COMPLY WITH MARGIN REQUIREMENTS SET FORTH IN 11 AAC 06.040 OF TITLE 11 OF THE ALASKA ADMINISTRATIVE CODE.

THIS COVER SHEET APPEARS AS THE FIRST PAGE OF THE DOCUMENT IN THE OFFICIAL PUBLIC RECORD.

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**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS PURSUANT TO THE UNIFORM COMMON
INTEREST OWNERSHIP ACT**

(AS 34.08, et seq.)

FOR

EAGLE'S NEST CONDOMINIUMS

Daphne Hofschulte, as President of the EAGLE'S NEST CONDOMINIUM ASSOCIATION and Christopher Lancaster, as Secretary/Treasurer of the EAGLE'S NEST CONDOMINIUM ASSOCIATION, the Declarants, after notice and meeting held and balloting closed as of August 21, 2020 as required under Article 24.4 MEETING of the Declaration of Covenants, Conditions, and Restrictions Pursuant to the Uniform Common Interest Ownership Act for Eagle's Nest Condominiums, recorded as Instrument No. 2005-011364-0 on June 9, 2005 in the records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska, by this Amendment revises:

**ARTICLE 1.
DEFINITIONS**

* * *

Section 1.7. COMMON ELEMENTS.

"Common Elements" means each portion of the Common Interest Community other than a Unit and other than real estate in which Declarant has reserved Development Rights. Common Elements are otherwise known as "common areas," and include the sidewalks, curbs, and paved street areas and all asphalted and unpaved parking areas in the Common Interest Community.

Furnace Rooms, if detached from a building that houses Units, are Common Elements, but if a furnace room is allocated to the exclusive use of all the Units in the building, then the furnace room is a Limited Common Element.

* * *

*THIRD AMENDMENT TO DECLARATIONS
EAGLE'S NEST CONDOMINIUMS*

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ARTICLE 5.
NUMBER OF UNITS, UNIT IDENTIFICATION, AND UNIT BOUNDARIES

* * *

Section 5.3. **UNIT BOUNDARIES.**

The boundaries of each Unit created by this Declaration are located as shown on the Plans and are more particularly described as follows:

(a) As reflected in the Plans, walls, floors, and ceilings are designated as the boundaries of the Units.

(b) The lathe, furring, wallboard, plasterboard, plaster, paneling tiles, wallpaper, paint, finished flooring, and other materials which are part of the finished surfaces of the walls, floors, or ceiling constituting the studs in boundaries of the Unit are a part of the Unit.

(c) If a chute, flue, duct, wire, conduit, bearing wall, bearing column, or other fixture lies partially within and partially outside the designated boundaries of a Unit, the portion serving only the Unit is a Limited Common Element allocated solely to the Unit, and any portion serving more than one Unit but less than all Units is a Limited Common Element allocated equally to the Units it serves.

(d) Subject to subsection 5.3(c) hereof, spaces, interior partitions, and other fixtures and Improvements within the boundaries of a Unit are a part of the Unit.

(e) Shutters, awnings, window boxes, doorsteps, stoops, porches, decks, balconies, patios, and each exterior door and window or other fixture designed to serve a single Unit that is located outside the boundaries of the Unit, are Limited Common Elements allocated exclusively to the Unit.

(f) Except when specifically included by other provisions of this section, the following are excluded from each Unit: the spaces and improvement lying outside of the boundaries described above.

ARTICLE 9.
MAINTENANCE AND REPAIR

* * *

Section 9.3. **LIMITED COMMON ELEMENTS.**

Expenses associated with the maintenance, cleaning, repair, or replacement of all Limited Common Elements will be assessed against the Units to which the Limited Common Elements are assigned herein. The area described in the Plans as the "asphalt driveway" within



the same "unit boundary dimension" as a Unit is re-designated as a Common Element. Care of the "asphalt driveway" is the responsibility of the Association.

Care of a backyard or an area adjacent to and behind a Unit, as shown in the Plans and otherwise described as part of the "unit boundary dimension" on which the Unit is situated, is the responsibility of the Association. If, however, the backyard or portion thereof is fenced by a Unit Owner, care of the area fenced will be the responsibility of the Unit Owner and said fenced area shall be a Limited Common Element associated with that Unit.

A furnace room, if allocated to the exclusive use of all the Units in a building it serves, is a Limited Common Element, the care and maintenance of which is the responsibility of the Unit Owners of the building.

* * *

ARTICLE 14.
IMPROVEMENTS AND ADDITIONS

Section 14.1. **BOARD APPROVAL.**

Excepting alternations or Improvements to the interior of Units, no replacement, addition, alteration, or removal of any building, structure, fence, drainage facility, on common or limited-common element landscaping or planting shall be effected in the Common Interest Community by any Unit Owner other than by Declarant until the plans, and specifications showing the location and nature of such replacement, addition, alternation, or removal have been submitted to, and approved in writing by, the Board; nor shall any exterior painting or decorative alternation be commenced on any Unit other than by Declarant until the Board has approved the plans therefore, including, without limitation, the design, proposed color schemes, and the quality of the materials to be used.

All such plans and specifications shall be, if the Board so requires, prepared by an architect or landscape architect or licensed building designer, said architect and/or designer to be employed by the Unit Owner making application as his or her sole expense. Plans and any resubmittals required by the Board shall be approved or disapproved by the Board within thirty (30) days of the submittal or resubmittal. Failure of the Board to respond to a submittal or resubmittal within such period shall be deemed disapproval of the plans as submitted or resubmitted. If the Board grants approval, it shall be conclusively presumed that the location and height of any Improvement as approved does not violate the provisions of this Declaration.

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 because of the Board's reasonable dissatisfaction with the location, elevation, color scheme, finish, design, proportions, conformity with any architectural control standards, shape, height style, appropriateness, or materials of any improvement, alternation, or addition, or because of the Board's reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Board, will render the proposed additions,

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alternations, and/or improvements inharmonious or out of keeping with the Improvements erected on other Units or with the general plan of the Common Interest Community. If, after such plans and specifications have been approved, the Improvements are altered, erected, or maintained upon the Unit other than as approved by the Board, such alternation, erection, and maintenance shall be deemed to have been undertaken without the approval of the Board as required by this Declaration.

* * *

Section 20.5. LIABILITY INSURANCE.

(e) If, at the time of a loss under the policy, there is other insurance covering the same risk covered by the Association's policy, the Association's policy provides primary insurance. This provision shall exclude damages within "Units" as defined in Section 5.3 hereof. The Association's policy shall not be required to provide insurance for damages within "Units" unless the damages are caused by a failure or malfunction of a Common Element.

Section 20.6. PROPERTY INSURANCE.

(a) Property Insurance Coverage.

The Association shall secure property insurance that, at a minimum, protects against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for condominiums, including those covered by the standard "all risk" endorsement. The property insured by such policy must include all personal property owned by the Association and the Common Interest Community facilities (which term, for purposes of this Article, means all buildings on the Property, including the portion of Units described as "walls out/studs out" but excluding personal property of Unit Owners, portions of Units described as "walls in/studs in" and defined in Section 5.3 hereof, and all fixtures, equipment, or improvements and betterments added within Units.) In addition the Association's policy shall cover damages within "Units" caused by a failure or malfunction of a Common Element. The Association's property insurance, however, may exclude land, excavations, portions of any foundations below the undersurfaces of the lowest basement floors, underground pilings, piers, normally excluded form insurance coverage policies.

(b) Other Provisions.

(1) Insurance policies required by this Section shall also provide that:

(E) If, at the time of loss under the Association's policy, there exists other insurance covering the same risk covered by the Association's policy, the Association's policy provides primary insurance. In addition, the Association's policy shall provide primary insurance for damages within "Units" caused by a failure of malfunction of a Common Element.



Section 20.8. INSURANCE POLICIES OBTAINED BY UNIT OWNERS.

Unit Owners may obtain insurance for their own benefit notwithstanding the issuance of a policy to the Association and are encouraged to do so as to risks not covered by the Association's policy.

IN WITNESS WHEREOF, the Declarants have caused this Amendment to be executed this 4th day of September, 2020 at Fairbanks, Alaska.

EAGLE'S NEST CONDOMINIUM ASSOCIATION

By: *Daphne Hofschulte*

DAPHNE HOFSCHULTE
Its: President

By: *Christopher Lancaster*

CHRISTOPHER LANCASTER
Its: Secretary/Treasurer

STATE OF ALASKA)
) §§
FOURTH JUDICIAL DISTRICT)

This is to certify that on this 4th day of September, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared DAPHNE HOFSCHULTE, as President, and CHRISTOPHER LANCASTER, as Secretary/Treasurer of the EAGLE'S NEST CONDOMINIUM ASSOCIATION, known to me to be the persons named in and who executed the within and foregoing instrument, and she/he acknowledged to me that she/he signed the same freely and voluntarily for the uses and purposes therein mentioned.

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

DeNedra Bostic

NOTARY PUBLIC in and for Alaska
My Commission Expires: 11/28/21

State of Alaska
NOTARY PUBLIC
DeNedra Bostic
My Commission Expires 11/28/21

