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**2019 – 001290 – 0**

Recording District 302 Kenai

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**This document prepared by (and after recording  
return to):** )

Name: RCMS )

Address : PO Box 1290 )

City, State, Zip: Kenai, Alaska 99611 )

Phone: 907-262-7846 )

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**DECLARATION  
FOR  
KALIFONSKY MEADOWS AIRPARK CONDOMINIUMS**

**Text Amendment #6**

On January 13, 2009, Declarant, RCMS, Inc. recorded the Declaration for Kalifonsky Meadows Airpark Condominiums under Document No. 2009-000406-0. The Declaration applies to property in the Kenai Peninsula Borough, Alaska, described as:

The Southwest One-quarter of the Southeast One-quarter (SW1/4 SE 1/4) and the East One-half of the Southeast One-quarter (E1/2 SE 1/4) of Section 29, Township 5 North, Range 11 West, Seward Meridian, Kenai Recording District, Third Judicial District, State of Alaska.

On August 31, 2009, under Document No. 2009-008713-0, Declarant recorded a Corrective Amendment to the Declaration,

On November 23, 2009, under Document 2009-0011524-0, Declarant recorded a Text Amendment No. 1 to the Declaration.

On February 11, 2015, under Document 2015-000962-0, Declarant recorded an Addition of Units Amendment No. 3 to define and include additional Units.

On September 1, 2017, under Document 2017-006809-0, Declarant recorded an Addition of Units Amendment No. 4 to define and include additional Units.

The purpose of this Text Amendment No. 5 is to further define Nuisance under Article X (p) and (q). No other provision of the Declaration is amended by the Amendment, except as may be implied in order to give full force and effect to this Amendment.

The purpose of this Text Amendment No. 6 is to further define the use of common elements Article X Section 10.2(a) and Article V Enforcement Section 5.1(b) as voted by the Executive Board.

This Amendment is made by Declarant, RCMS, Inc., which is the majority owner of all unsold Units in Kalifonsky Meadows Airpark Condominiums.

IN WITNESS WHEREOF, Declarant has caused this Text Amendment No. 6 to be executed this 22 day of February, 2019.



DECLARANT, RCMS, INC.  
An Alaska Corporation

By: [Signature]  
David N. Yragui, President

STATE OF ALASKA            )  
  ) SS.  
THIRD JUDICIAL DISTRICT    )

THIS IS TO CERTIFY that on this 22 day of February, 2019, before, the undersigned, a Notary Public in and for the State of Alaska personally appeared DAVID N. YRAGUI, known to me and to me known to be the President of RCMS, INC., an Alaska Corporation, and known to me to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document on behalf of RCMS, INC., for the uses and purposes therein set forth pursuant to the bylaws, or a resolution of the Board of Directors.

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



[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA  
My Commission expires: 10/22/19

After Recording  
Return to:  
RCMS, Inc.  
PO Box 1290  
Kenai, Alaska 99611



KMACA  
PO Box 2088  
Kenai, AK 99611

#1

Declaration  
Article X Section 10.2(a)  
Amendment to 10.2A

**10.2(a) Common Elements**

No use may be made of, or change be made to, the Common Elements without the express written permission or regulation of the Association. Speed limits and vehicle/airplane priorities on the Common Elements shall be established in the rules of the Association. Taxiway easements on Units are Common Elements and must not be obstructed by the Unit Owner or access thereto in any way impaired. Speed limit in airpark is established at 20 mph. A sign reading: Speed Limit 20 mph (with the addition of the following language: Children at Play) will be installed at the entrance to the airpark.

#2

By Laws of Kalifonsky Meadows Airpark Condominium Association  
Article V Enforcement  
Section 5.1(b)  
Amendment to 5.1(b)

**5.1(b)**

To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. All litigation to correct matters affecting the common interest community shall be resolved by parties involved. If no resolution can be found, then, by mediation (and then by binding arbitration if necessary) the prevailing party will be entitled to all costs and legal fees.

