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9/7/2006 3:26 PM Pages: 1 of 15



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Carolyn Heyman-Layne
DORSEY & WHITNEY LLP
1031 West 4th Avenue, Suite 600
Anchorage, Alaska 99501

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "Declaration"), is made effective the 1st day of April, 2006 by Ledyard Group, LLC, an Alaska limited liability company, hereinafter referred to as "Declarant".

- A. Declarant is the owner in fee simple of certain real property located in Indian, Anchorage Municipality, State of Alaska, which is a residential subdivision under the name of Chugach Park View Subdivision, governed by the Chugach Park View Homeowners Association.
- B. For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots or tracts constituting such subdivision, Declarant hereby declares that all of the real property described above and each part thereof and any properties subsequently annexed hereto in accordance with the provisions of this Declaration, shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I

Name

This development shall be known and designated as Chugach Park View Subdivision, a subdivision located in Indian, Anchorage Municipality, State of Alaska, specifically:

Plat No. 2005-202, recorded in the Anchorage Recording District, Third Judicial District, State of Alaska, excluding Tract 1 (the "Indian House parcel") and Lots 15 through 20.

ARTICLE II
Definitions

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

Section 1. "Association" shall mean and refer to Chugach Park View Homeowners Association, an Alaskan nonprofit corporation its successors and assigns.

Section 2. "Board of Directors" shall mean and refer to the Board of Directors of Chugach Park View Homeowners Association.

Section 3. "Declarant" shall mean and refer to Ledyard Group, LLC (also referred to in this document as "Ledyard, LLC" or "Ledyard") or its successors and assigns if such successor or assign acquires the rights, title, and interest of Ledyard, LLC to this Declaration.

Section 4. "Developer" shall mean and refer to Ledyard, LLC its successors and assigns.

Section 5. "Lot" shall mean and refer to any tract of land shown on the recorded Plat of Chugach Park View Subdivision referred to above (Plat 2005-202), any other parcel of land currently owned or later acquired by Declarant or Developer which is conveyed subject to the scheme of this Declaration pursuant to Article III of this Declaration.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Lot which is a part of the subdivision, including the Declarant and including contract sellers, but not including contract purchasers and not including those having such interest merely as security for the performance of an obligation.

Section 7. "Plat" shall mean and refer to the subdivision plat of the properties recorded in the office of the Recorder of the Municipality of Anchorage, as the same may be hereafter amended or supplemented.

Section 8. "Properties" shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 9. "Watershed Conservation Area" shall mean those areas of land defined as "wetlands" under federal law and "Class B wetlands" under municipal designation; a ten-foot wide buffer from the wetlands; all creeks, except areas around road crossings; and, a 35-foot setback from each bank of all creeks, except areas in the proximity of road crossings. Additional exceptions shall include exceptions permitted by law and permit, including, but not limited to, exceptions permitted under the 404 Army Corps of Engineers Permit (POA-2002-1215-D) that applies to the subdivision and other applicable permits and permissions. The Watershed Conservation Area shall be managed consistent with the philosophy expressed in Article VII.



ARTICLE III
Property Subject to This Declaration;
Additions Thereto, Deletions Therefrom

Section 1. Land Subject to this Declaration. The real property which is and shall be held, transferred, sold, conveyed, and occupied, subject to this Declaration is located in Indian, Alaska and comprises all the lots, tracts, and easements shown and/or platted within or upon the property described in Article I as recorded in the Office of the Recorder of the State of Alaska Department of Natural Resources, Third Judicial District, Anchorage Recording Office.

Section 2. Platting and Subdivision Restrictions. The Declarant shall be entitled at any time and from time to time, to plat and/or re-plat all or any part of the property, as allowed by law, and to file subdivision restrictions and or amendments thereto with respect to any undeveloped portion, or portions of, or additions to, Chugach Park View Subdivision, with a maximum of 30 units created.

Section 3. Additional Land/Deleted Land. Developer may, but shall have no obligation to, add or subtract at any time or from time to time to the scheme of this Declaration additional lands, provided only that (a) it is allowable by law (b) any portions of the additional land from time to time added to the scheme of this Declaration shall be located within Indian, Alaska then subject to the scheme of this Declaration, (c) any portions of such additional Land shall at the time of addition to this scheme, be platted as single family residential lots, as allowed by the Turnagain Plan (as approved by the Municipality of Anchorage and any other applicable land use regulations instituted by the Municipality), and (d) upon addition or deletion of the Additional Land to the scheme of this Declaration, the owners of the property therein shall be and become subject to this Declaration, and shall have all privileges and obligations set forth in this Declaration, including assessment by the Association for their pro rata share of Association expenses. The addition or deletion at any time or from time to time of all or any portion(s) of the additional or deleted land to the scheme of this Declaration shall be made and evidenced by filing in the Public Records of the Municipality of Anchorage, a supplementary Declaration with respect to that portion of the additional or deleted land to be added. Declarant reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any owner and/or mortgagee of land in Chugach Park View Subdivision.

ARTICLE IV
Association Internal Organization, Membership, and Voting Rights

It is the intent of the Declarant that Chugach Park View Subdivision should be developed as a community. It is, therefore, essential that the Chugach Park View Homeowners Association be organized and carefully managed. As member management is impractical until a substantial percentage of Owners have built homes and taken up residence, the Association will for a time operate under the control of the Declarant/Developer, Ledyard, LLC.

Section 1. All authority granted by this Declaration to the Board of Directors and members of the Association shall temporarily reside in Ledyard.



Section 2. Establishment of a Limited Liability Corporation. There shall be established an association of Owners to be known as the Chugach Park View Homeowners Association which shall be comprised of property owners (including land contract purchasers) of one or more lots in the Plat. The Association shall be organized as a nonprofit corporation for a perpetual term under the laws of the State of Alaska and shall have such powers as are enumerated in this Declaration as well as those set forth in the laws of the State of Alaska and the corporate Bylaws for the Association.

Section 3. Declarant Control.

Ledyard may, at its sole discretion, surrender its control of the Association at any time after September 1, 2006. Ledyard must surrender such control at the date upon which 75% of the lots are sold to a third party.

Section 4. Membership.

Every Owner of a Lot shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. All Members shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in a lot, all such persons may be Members, and the vote for such lot may be exercised as they among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any one (1) lot.

Section 5. Classes of Membership.

The Association shall have one class of voting membership.

Section 6. Board of Directors.

Upon the surrender of authority by the Declarant, the Owners shall elect a Board of Directors of the Association as prescribed by the Association's Bylaws. The Board of Directors shall manage the affairs of the Association as set forth in the Articles of Incorporation and Bylaws for the Association.

Section 7. Professional Management.

No contract or agreement for professional management of the Association nor any other contract with Declarant shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause without any termination fee by written notice of ninety (90) days or less.

ARTICLE V
Property Rights

Section 1. Watershed Conservation Areas



Watershed Conservation Areas are a part of the real property of the individual land owners and shall be defined and managed as indicated in Article VII "Watershed Conservation Areas".

Section 2. Right of Entry.

The Declarant and the Association through their authorized representatives and/or contractors, shall have the right to enter a Watershed Conservation Area by entering and/or crossing a privately owned lot(s), upon 24 hours notice to the owner of the private lot(s), in order to check on the integrity of the Watershed Conservation Areas and to see that the "Watershed Conservation" signs are maintained.

ARTICLE VI
Covenants for Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Declarant, for each Lot owned within the subdivision, hereby covenants, and the Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges determined by the total amount due (as determined by the Association) divided by the total amount of Lots in the Association (including Lots owned by Declarant), and (2) special assessments, such assessments to be established and collected by the Association. The monthly and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The Declarant shall not pay any assessment on a lot until such time as the Declarant sells said lot to a third party.

Section 2. Purpose of Maintenance Assessment.

The monthly and special maintenance assessments levied by the Association shall be used for the maintenance of common needs as determined by the Association

Section 3. Purpose of Architectural Review Board Assessments.

A fee of \$999 shall be collected for submitting a plan for a home and driveway to cover the costs for having an engineer and architect review the plans. Other structures and items for review by the Architectural Review Board shall be prorated.

Section 4. Uniform Rate of Assessment.



5 of 15

2006-061057-0

Both monthly and special assessments, with the exception of the Architectural Review Board Assessment, and operating deficits must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis.

Section 5. Date of Commencement of Monthly Assessments: Due Dates.

The monthly assessments provided for herein shall commence as to each Lot on the first day of the first full month following the final closing at which the Lot was conveyed by Developer to a third-party Owner. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment that is not paid on the date when due shall become delinquent and shall become, together with such interest thereon and cost of collection as hereinafter provided, a continuing lien on such Lot, binding upon the then Owner, his heirs, devisee, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum or the highest rate permissible by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment all costs including attorney's fees associated with collecting or enforcing payment of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of their Lot.

Section 7. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. Declarant's Reserved Rights.



6 of 15

2006-061057-0

Declarant, for such time as it continues to be a Lot Owner, shall only be required to contribute to the Common Expense and Insurance Assessments such sums as may be needed in addition to the contributions of the other Lot Owners for the Association to maintain the Area as provided in this Declaration. In no event, however, shall Declarant be required to contribute an amount exceeding the amount which would have been duly assessed for the Lots held by Declarant had those Lots been sold to third parties.

ARTICLE VII
Watershed Conservation Area

Section 1. Watershed Conservation Area

Watershed Conservation Areas are defined in Article II. The intent of the Watershed Conservation Area is to delineate an area of wetlands, streams and buffers where water quality, wildlife habitat, natural aesthetic character, and flood control functions are to be conserved.

Section 2. Restrictions On Use Of Watershed Conservation Area

The restrictions of this Section shall apply to those portions of the plat of the Subdivision designated as "Watershed Conservation Areas". Except as may be permitted by the US Army Corps of Engineers, or other duly empowered agent of the United States government, activities prohibited by municipal, state and federal within buffers, wetlands, and streams shall be prohibited within the Watershed Conservation Areas. Examples of such prohibited activities, include, at the time of the writing of this document, grading, improving, landscaping, altering, disturbing, changing vegetation, mowing, constructing upon, fencing within, filling, and excavating for any purpose or manner; polluting, dumping hazardous waste, disposing of effluent, trash, rubbish or organic debris; and molesting or destroying wildlife; as consistent with municipal, state and federal law.

Section 3. Inspection

A designated representative or member of the Association shall conduct monthly visual observation from May through September of every year to ascertain if there has been an observable physical disturbance of the Watershed Conservation Area, with a minimum of at least three inspections per year. The representative or member shall report to the Association at the Association's meeting, and an annual monitoring report shall be submitted to the Army Corps of Engineers at the end of every September. If the Homeowners Association becomes aware of a condition that it recognizes to be a violation, either in the course of a monthly inspection or at any other time, it will report the condition to the proper authorities. Inspections shall be coordinated with the owner prior to inspection. Reasonable access shall not be denied by the owner.

Section 4. Enforcement



7 of 15

2006-061057-0

Enforcement of the provisions of Article VII against an Owner of a Lot shall be by the Declarant or the Association as to an Owner, first through requesting the Owner of a Lot to cease all prohibited activities, to mitigate any damages and to the extent reasonably practicable restore to the condition prior to damages. Should the preceding measures fail, the Association may pursue a proceeding at law or in equity either to restrain violations, to recover damages, or both.

Section 5. Signs for Watershed Conservation Areas

The Association is responsible for establishing the signs on the borders of the “Watershed Conservation Areas” as defined on the Plat. The signs shall be affixed prior to any site preparations for construction. The Lot Owners shall maintain the signs. The Association will provide to the Lot Owner the signs and materials to affix and hold the signs. The sign shall clearly identify the Watershed Conservation Area and its purpose, inform landowners of disturbance restrictions, inform landowners that a disturbance may constitute a violation of federal, state, and/or municipal law and reference this Declaration for further information.

Section 6. Approval of Army Corps of Engineers

No modification to any of the terms of this Article VII, or any other provision in this Declaration relating to the Watershed Conservation Area, whether by sunset clause or other, shall occur without the proper notification and approval of the Army Corps of Engineers.

ARTICLE VIII
Use Restrictions

The intent and purpose of this Declaration is to ensure the development of the Lots of Chugach Park View Subdivision according to a common scheme and protect or enhance the value, attractiveness, aesthetics, and desirability of the lots or tracts constituting such subdivision.

Section 1. Residential Use. The property subject to these covenants and restrictions shall be used for single-family residential living units, as allowed by the Turnagain Plan. The use of all buildings that may be erected on any lot must be consistent with the Turnagain Plan. Home offices are allowed. One small sign, no larger than 4 square feet and approved by the Architectural Review Board, on the Owner’s Lot may identify a home office. No retail, wholesale, manufacture, or resale business without majority approval of the Homeowners Association shall be permitted on any lot or in any single-family dwelling or appurtenant structure. As long as the Declarant owns a Lot in Chugach Park View Subdivision, it may authorize a sales and marketing office on one of the Lots within Declarant’s control. No building or other improvement shall be erected upon any Lot without prior Architectural Review Board (“ARB”) approval thereof as elsewhere herein provided.

Section 2. Building Sites. Given the aesthetic richness of the location of Chugach Park View Subdivision, all construction sites must be carefully determined. The general philosophy is that all building structures shall be logically located so that they are appropriate to each unique lot, landscape, topography, natural environment, and surrounding land use, including the neighbor’s



view-shed. The Architectural Review Board shall review all site plans and driveway plans and approve same once they meet the requirements and philosophy of the Subdivision.

- a) Setbacks shall follow the Municipality of Anchorage standard at a minimum.
- b) All development proposals and permit applications shall require an approved erosion and drainage control plan.
- c) Construction projects shall minimize disturbance of trees and tree concentrations to the maximum extent reasonable.
- d) Preparation of land for construction including clearing and grubbing must not commence until the Architectural Review Board has approved plans for the proposed construction.

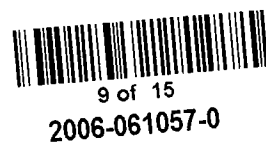
Section 3. Building Construction. It is intended that the homes within Chugach Park View Subdivision be of very good quality and meet reasonable aesthetic standards. Therefore, all buildings shall either meet or exceed national, municipal and local standards for construction. This includes, but is not limited to, meeting or exceeding the national and core Anchorage Municipal standards, such as the Uniform Building Code, the Uniform Electrical Code, the Uniform Plumbing Code, the Uniform Fire Code and other such nationally accepted standards. The exterior of any building shall also include a permanent waterproof surface and shall be of good aesthetic standard. The Architectural Review Board shall determine the aesthetic standard. All building construction must conform to all building specification of the core of the Municipality of Anchorage building codes. Height limitations shall follow Municipality of Anchorage and Turnagain Plan restrictions.

Section 4. Occupancy. No residence shall be occupied prior to becoming an inhabitable structure, as per Anchorage Municipal standards

Section 5. All utilities shall be installed underground.

Section 6. Animals. Animals, livestock and poultry shall be allowed on the Chugach Park View Subdivision, except that no more than 3 animals or livestock and 10 poultry over the age of 12 weeks may be raised, bred or kept on any Lot without prior express written permission of the Homeowners Association. Any animals kept by an Owner shall not be permitted to run free or to roam at large at any time outside of the lot. All animals or pets, when permitted outside the residence or fenced area, must be under the direct control of the Owner or responsible person through use of a leash or similar restraint. No vicious animals as defined in the ordinances of the Municipality of Anchorage or by a supermajority of the Homeowners Association shall be kept on any lot. No incessantly noisy animals shall be kept on any lot, as determined by the Directors of the Homeowners Association. Any holding areas for animals shall be setback from any creek, as required by Anchorage Municipal Code Title 21.

Section 7. Prohibited Activities. No noisy, noxious, offensive or environmentally detrimental usage activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood as determined by at least one fourth of the lot owners.



Section 8. No sign of any kind shall be displayed to the public view on any lot except one sign on not more than four square feet advertising the property for sale or rent, identifying a home office, or signs used by a builder to advertise the property during the construction and sales period. This document does not, however, restrict the signage of Declarant.

Section 9. Mining Operations: Mining operations shall be prohibited on any lot.

Section 10. No snow machines, motorcycle, motorbike, or similar vehicle may be operated on any lot after 10 pm.

Section 11. Waste Disposal - All rubbish, trash, garbage or other waste material shall be kept in sanitary containers out of sight and under cover except on days of trash collection. All equipment for the storage or disposal of such materials shall be kept in a clean sanitary condition. No lot or portion thereof shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste materials. All reasonable efforts must be made to prevent domestic or wild animals from having access to trash.

Section 12. Yard incinerators for the disposal or burning of trash or yard waste are not permitted.

Section 13. All sewage disposal and grey water systems, including garage and patio floor drains, shall be connected to fully approved individual septic systems. Lot owner shall be responsible for obtaining the approval of the Municipality of Anchorage and/or other appropriate agencies regarding the design and construction of the septic system.

Section 14. All Fences shall be built of wood, stone, or masonry and shall be architecturally compatible to the Owner's house. Guidelines are that no fence in excess of 4 feet in height shall be permitted within 10 feet of any lot line, and no fence in excess of 8 feet in height shall be permitted on any lot. These guidelines may be waived by the ARB upon submission of accurate plans and renderings by the Owner. Fences are not allowed within the Watershed Conservation Areas, except for temporary fences (e.g., snow, silt) during construction. Split rail fences are allowed at the edge of the conservation areas.

Section 15. Each Owner covenants to preserve and maintain the exterior of all improvements to the real estate together with landscaping care in a good and reasonable manner. No Owner shall permit his or her lot or the improvements thereon to become unsightly.

Section 16. Mailboxes and Newspaper Boxes: Mailboxes and newspaper boxes must be kept attractive and in good repair.

Section 17. Antenna: No short wave antennas or any unusually large antennas (more than four feet) of any type are permitted upon any lot without written approval of the ARB. Antennas are not allowed in the Watershed Conservation Areas, without a US Army Corps of Engineers permit.



Section 18. Tanks: No tanks of any kind shall be erected, placed or permitted upon any lot without written approval of the ARB. Tanks are not allowed in the Watershed Conservation Areas, without a US Army Corps of Engineers permit.

ARTICLE IX

Architectural Control

To Preserve the Beauty, Quality, and Value of the Neighborhood

Section 1. Architectural Review Board shall be established. The purpose of the Architectural Review Board (ARB) is to review and approve design, construction, and site plans of all new construction and improvements to buildings and landscaping of all properties in the Chugach Park View Subdivision. They shall insure that all developments are consistent in quality and beauty that attracted the Owner of each Lot to this development. They shall further insure that the proposed construction will not violate the conditions of the Watershed Conservation Areas.

Section 2. Philosophy of Architectural Review Board. Some of the main guidelines are outlined in the previous article. However, to summarize, the ARB shall follow the philosophy that:

Building and driveway sites shall be logically located. Sites must be appropriate to each unique lot, landscape, topography, natural environment, and surrounding land use, including the neighbor's view-shed.

Construction shall be of good quality. The individual lot owners will guarantee very good quality of all buildings by assuring that all buildings shall either meet or exceed national, municipal and local standards for construction. The exterior of any building shall also include a permanent waterproof surface.

Landscaping shall showcase the natural beauty of the Chugach Park View Subdivision. Therefore, whenever possible, trees and natural vegetation shall be promoted as the preferred landscaping motif on all lots. Tree cutting shall be minimized whenever possible.

Landscaping and construction shall be environmentally sound. Landscaping and construction should use best management practice for sedimentation, erosion, mud and dust control.

Wetlands and creeks shall be conserved. Tree cutting, unless allowed by permit, is prohibited by law in the Watershed Conservation Areas.

Section 3. Plans and approval. All plans and materials for new construction or exterior modifications of improvements on a Lot or major landscaping must be approved before any construction activities begin.

Section 4. Membership of Architectural Review Board. The initial Chugach Park View Subdivision Architectural Review Board (which shall be the same as the Chugach Park View Homeowners Association Architectural Review Board) shall be made up of the following people:



- a) Douglas Drum
- b) Mary Core
- c) John Tichotsky
- d) Engineer and/or Architect designated by the above three by unanimous approval

Section 5. Review Authority. Architectural Review Board shall review plans and specifications for all proposed construction and major landscaping.

Section 6. Review of New Construction. Applicants for design approval of new construction shall submit to the ARB a conceptual or preliminary site layout and the plans listed in Section 7 below. Applicants shall be reminded that they must secure all necessary permits and be aware of restriction concerning wetlands, streams and buffers.

Section 7. Review of Proposed Modifications. Depending on the nature and scope of the proposed modification, the ARB may require applicants to submit all of the plans required for new construction or a substantially reduced list of exhibits. Applicants should request an initial meeting to determine the amount of detail that the ARB will require to review the proposed modification. Applicants shall be reminded that they must secure all necessary permits and be aware of restriction concerning wetlands, streams and buffers.

Section 8. Construction Plans. Unless otherwise determined through a preliminary meeting, a request for plan review should be accompanied by two sets of the following plans:

- a) Floor Plan. Plan view of project including decks, patios, stoops, retaining walls related to the residential dwelling, trash enclosures, outbuildings and screening for same.
- b) Elevations. Front, rear, & exterior indicating the maximum height of a residential dwelling.
- c) Other. Such other information, data, and drawings as may be reasonably requested including, without limitation, drainage, lighting, satellite dish placement, landscaping, and other features.

Section 9. Review Criteria; Recommendations; Variances. While design guidelines are intended to provide a framework for construction and modifications, they are not all-inclusive. In the review process, the ARB may consider the quality of workmanship and design, compatibility of design to existing structures, and location in relation to surrounding structures, topography, impact on Watershed Conservation Areas and finished grade elevation, among other things. Review decisions may be based on purely aesthetic considerations.

Variances may be granted where circumstances, including but not limited to, topography, natural obstructions, environmental considerations, or hardship, require deviation from the design guidelines. No waiver shall be effective unless in writing.

Section 10. Anchorage Municipality and Other Governmental Agency Approval. The review and approval plans and specifications shall not be a substitute for compliance with all permitting and approval requirements of Anchorage Municipality or other governmental authorities. It is



the responsibility of the Applicant to obtain all necessary permits and approvals, including permits necessary to work or alter a Watershed Conservation Area.

If Anchorage Municipality or any other authority having jurisdiction requires the changes be made to final construction plans previously approved by the ARB, the Applicant must notify the ARB of such changes and receive approval from the ARB prior to implementing such changes.

ARTICLE X
Maintenance

Section 1. Maintenance by Owners. Each Owner shall be responsible for maintenance of all buildings and outbuildings and of landscaped areas within the public right-of-way in front of a Lot Owner's lot and house.

ARTICLE XI
Easements

Section 1. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, platting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continually by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE XII
Recovery of expenses

If the Homeowners Association has incurred expense because an individual homeowner violates these covenants then the Homeowners Associate is entitled to recover expenses from the property owner.

ARTICLE XIII
General Provisions

Section 1. Duration of and Remedies for Violation. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant, the Developer, the Association with the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the lots has been recorded, agreeing to change or to terminate said covenants and restrictions in whole or in part. Violation or breach of any condition, covenant, or restriction herein contained shall give the Declarant, Developer, Association and/or Owner(s) in addition to all other remedies, the right to



proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by the party seeking such enforcement.

Section 2. Owner's Obligation to Maintaining Repair. Each Owner shall, at his sole cost and expense, maintain and repair his residence.

Section 3. Notices. Any notices required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to be properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 4. Severability. Invalidation of any one or more of these covenants and restrictions by judgment or Court Order shall in no way affect any other provision which shall remain in full force and effect.

Section 5. Amendment. This declaration may be amended at any time and from time to time upon the execution and recording of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interest of the membership, provided that so long as Declarant is the Owner of any lot or any property affected by this Declaration, or amendment thereto, or appoints Director of the Association, no amendment will be effective without Declarant's express written joinder and consent.

Section 6. Usage. Whenever used the singular shall include the plural and singular, and use of any gender shall include all genders.

Section 7. Indemnification. Each Owner shall indemnify, defend, protect and hold harmless the other Owners, for, from and against all claims, liability, losses or costs including all attorney's fees, costs and expenses related thereto, arising from personal injury, death or property damage due to the use of common areas (if any) by the Owner or its agents, employees, tenants, invitees or contractors, except to the extent caused by the negligence or willful misconduct of the Owner or its agents, employees, tenants, invitees or contractors.

Section 8. Relationship of Parties. Nothing contained in this Declaration and no action by any Owner will be deemed to create the relationship of principal and agent, or a partnership, joint venture or any association between the owners except for the relationship formed by the Association.

Section 9. Homeowners Association. All rights of the Declarant may be delegated to the Association, if not already delegated or permitted by this Declaration, pursuant to AS 34.08.280.

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