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Recording Dist: 311 - Palmer

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(ALPINE VIEW P# 1)

THIS COVER SHEET HAS BEEN ADDED TO THIS DOCUMENT TO PROVIDE SPACE FOR RECORDING DATA. THIS COVER SHEET APPEARS AS THE FIRST PAGE OF THE DOCUMENT IN THE OFFICIAL PUBLIC RECORD.

DO NOT DETACH

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ALPINE VIEW SUBDIVISION**

C07-024V

This Declaration, made this 4th day of October 2007 by GRAND MOUNTAIN VIEW, LLC, an Alaska Limited Liability Corporation, with a mailing address of 550 W. 7th Ave., Suite 1540, Anchorage, Alaska 99501, herein called the "Declarant".

Recitals

A. Declarant is the owner of certain real property in the Palmer Recording District, Third Judicial District, State of Alaska, more particularly described as:

- Lots One (1) through Ten (10), Block One (1)
- Lots One (1) through Six (6), Block Two (2)
- Lots One (1), Block Three (3)
- Lots One (1) through Four (4), Block Four (4)
- Lots One (1) through Six (6), Block Five (5)
- Lots One (1) through Three (3), Block Six (6)

All in ALPINE VIEW a subdivision of Tract B, Mountain View Grande Phase 1, according to Plat No. 2007-129 filed in the Palmer Recording District, Third Judicial District, State of Alaska, herein known as "Alpine View" and the "Property."

B. Declarant does not intend that ALPINE VIEW be subject to the Uniform Common Interest Ownership Act, AS 34.08 *et. seq.* There is no homeowners association to which ALPINE VIEW or its lot owners are presently subject, and in any event the annual average common expense liability of all lot owners does not exceed \$100, as adjusted under AS 34.08.820. Alpine View is not subject to any development rights as defined by AS 34.08.990(14). As provided by AS 34.08.030, therefore, the Uniform Common Interest Ownership Act, except for AS 34.08.720-34.08.740, is not applicable.

C. Declarant desires to subject or impose upon ALPINE VIEW certain covenants, conditions and restrictions for the development and benefit of the ALPINE VIEW Property and its present and subsequent owners.

D. The power to enforce such covenants, conditions and restrictions is to lie initially in Declarant through the establishment of a Design Review Committee as stated in Article II, Section 2.1 herein.

NOW, THEREFORE, Declarant hereby declares that all of ALPINE VIEW ("Property") shall be held, sold and conveyed subject to the following



covenants, conditions, restrictions, easements and reservations (sometimes referred to herein collectively as "Covenants, Conditions and Restrictions"), for the purpose of protecting the value and desirability of, and to run with, the Property and be binding on all persons now or hereafter having any right, title or interest in the Property, and inuring to the benefit of all persons now or hereafter having any right, title or interest in the Property.

ARTICLE I. DEFINITIONS

Section 1.1 "Declarant" shall mean and refer to GRAND MOUNTAIN VIEW, LLC, plus its successors and assigns, in whole or in part, who acquire more than one undeveloped Lot, subject to regulation by the Declarations, for the purpose of development of such lots for sale, in the ordinary course of business, as improved lots.

Section 1.2 "Lot" shall mean and refer to any plot or parcel of land shown upon any recorded subdivision map of the Property.

Section 1.3 "Property" shall mean and refer to ALPINE VIEW herein before described.

Section 1.4 "Residential Unit" shall mean and refer to the lots, forming part of the Property intended for use and occupancy, under independent ownership, as a single family residence, and shall unless otherwise specified, include within its meaning only single family detached houses on the separately platted lots, as may be developed, used and defined herein. For the purposes of this Declaration, a Residential Unit shall come into existence upon the substantial completion of the residence.

Section 1.5 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of (i) a fee simple absolute interest, (ii) undivided portion or part of a fee simple absolute interest, or (iii) leasehold interest (including extension options) of 40 years or more, in any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II. RESTRICTIONS REGARDING CONSTRUCTION AND MAINTENANCE

Section 2.1 Design Review Committee. Declarant shall establish a Design Review Committee consisting of not less than two (2) nor more than seven (7) members. Declarant shall appoint all of the original members of the committee and all replacements so long as Declarant is the owner of any portion of the Property. Upon the sale or transfer by Declarant of the remaining lots of Alpine View, Declarant shall transfer power to appoint or replace members of the Design Review Committee to the unit owners through the recording of a duly



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executed Document. At any time thereafter, the recorded owners of the Lots shall have the power through a duly recorded instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

Section 2.2 New Construction, Modifications or Alterations. The Design Review Committee shall govern the design, development, architecture and construction of land improvements, residences, and any other improvements, upon all or any portion of the property. No building, structure, fence or other improvement, (including re-grading of the site), shall be constructed, modified, placed, erected, repainted, altered or made without the express approval of the Design Review Committee. Once a particular plan, work of improvement, or project, has been approved by the Design Review Committee, any work or construction shall be performed in strict conformance with the plan, work or project submitted to and approved by the Design Review Committee. No permission or approval shall be required to rebuild a residence or ancillary structure in substantial accordance with the original design and construction, or to repaint in accordance with an originally approved color scheme, or to repaint or remodel the interior of any residence.

Section 2.3 Design Review Procedures. Thirty (30) days prior to the start of any construction activity, including clearing or grading a site, a complete application for review by the Design Review Committee shall be delivered to:

ALPINE VIEW DESIGN REVIEW COMMITTEE
c/o Carr-Göttstein Properties
Attn: Rob Gamel
550 W. 7th Ave., Ste 1540
Anchorage, AK 99501

or such other place as may be designated from time to time by the Declarant.

The application shall include the name, address and telephone number of the Owner seeking approval and two (2) complete sets of specific plans showing the proposed construction and location. The materials provided shall include at least:

A. The nature of the improvement sought, its kind, shape and height and materials proposed; and

B. A site plan showing existing and proposed topography, site improvements, including proposed well and septic systems and property lines; and

C. Building or structure plans, including all exterior elevations and total square footage; and

D. A schedule showing the type, color and texture of all materials visible from the property line and adjoining residences. Samples may be required to demonstrate the appearance of the proposed improvements. Upon



receipt of a submission, the Design Review Committee may request additional information deemed necessary in order to perform a proper review of the proposal.

Within thirty (30) days of receipt of all necessary materials, the Design Review Committee shall act to approve or disapprove the proposal. In the event the Design Review Committee fails to notify the applicant within thirty (30) days, the proposal shall be deemed approved. Notification may be delivered orally, to be followed with written confirmation.

All applicants are hereby notified that approval may be subject to conditions requiring a change in the proposal (for instance, relocation of a structure, change in site grading or exterior siding, etc.), therefore absolutely no construction or land clearing is permissible without express approval of the committee.

The Design Review Committee review does not imply any review of the adequacy of the plans or specifications for strength, suitability or durability, including structural design. Neither the Declarant, nor the Design Review Committee, shall be responsible for any defects in any building or structure erected in accordance with such plans and specifications; the purpose of the controls reserved hereby being to insure the conformity and harmony of such building and structures as to quality, external design and location in relation to surrounding structures and topography.

All materials submitted to the Committee will be retained in the Design Review Committee files.

Upon completion of construction, the owner will provide an As-Built Survey to the Design Review Committee for retention in its files.

Any changes to the approved plans before, during, or after the construction of any structure must first be submitted to the Committee for approval.

Section 2.4 Dwelling Cost, Quality and Size. No dwelling shall be constructed on any lot at a size less than 1,400 square feet for a ranch home and 1,800 square feet for a two story or multi-level home, of which at least 900 square feet must be on the ground floor, of gross floor area for building/living space, excluding porches, garages, covered patios or sun decks unless the Design Review Committee expressly waives the size requirements. Any such waiver will be granted only if the Design Review Committee decides, in its sole discretion, that the proposal substantially conforms with the letter and intent of these Declarations, Covenants and Restrictions and the finished appearance contributes to the appearance of the entire neighborhood.

Dwellings to be constructed on any Lot shall have a market value in 2007 dollars of at least \$210,000 including the value of the lot. It is the intention and purpose



of the standards to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. The Design Review Committee has the right to waive these dollar amounts in its sole discretion.

Dwellings to be constructed on any Lot shall have an architectural design acceptable to the Design Review Committee. One-story ranch homes, two-story or multi-level buildings with at least three levels are acceptable. Split-entry and two story split entry homes, and buildings with a flat roof are not acceptable. Fully enclosed basements will not be approved by the Design Review Committee, however Daylight or walkout basements may be approved. It is the intention and purpose of these standards to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these Covenants are recorded. The Design Review committee has the right to waive the architectural limitations in its sole discretion.

Section 2.5 Exterior Appearance, Colors and Materials. To ensure the development of ALPINE VIEW to high standards, the Design Review Committee shall be responsible for approving exterior colors to promote a pleasing and compatible neighborhood appearance. In doing so, the Design Review Committee shall have the power to approve any exterior color and/or trim before application, may refuse to grant approval, and may make such exceptions to the choices as it deems appropriate without adversely affecting the overall appearance of the neighborhood. Overly vibrant colors will be disallowed, as will color schemes that clash with the neighborhood's overall appearance. The subject matter of approving materials is also the responsibility of the Design Review Committee. High maintenance exterior finishes, such as log oil or similar clear lacquer or varnish, shall not be allowed on the exterior of any structure. However, natural semi-transparent stains or other similar finishes which are designed to mimic clear finishes, which have been manufactured to offer longer term low maintenance, may be approved on a case by case basis, at the sole discretion of the Design Review Committee.

The color of external materials will be generally subdued to blend with the colors of the natural landscape. Earth tones, generally muted, are recommended, although occasionally accent colors used judiciously and with restraint may be permitted. No Owner of any Lot shall change or alter the exterior color(s) of any structure situated within or forming part of such Lot unless written application is submitted to and approved by written endorsement thereon by the Design Review Committee.

The exterior finish of each side of a home that faces a street, shall be of a horizontally placed lap siding, either of cedar or an approved wood composition lap siding, or approved equal finish as determined by the Design Review Committee. The Board will generally deny the use of T1-11 siding or material of similar appearance, quality, cost and/or composition on the sides of a home that



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face the street. The remaining sides of the home may be constructed with T1-11 plywood siding installed vertically, an approved equal finish with grooves placed no wider than eight (8) inches apart, or an aesthetically equivalent or better finish, as may be approved by the Design Review Committee in its sole discretion. The Owner must take precautions to specifically blend the paint while applying it to the surface in order for the paint to appear the same color on all surfaces when dried. Other permitted exterior finishes are wood composition lap siding, vinyl siding, real brick, real stone, artificial stone if approved in advance by the Design Review Committee, stucco, or an approved equal finish. No "cinder block" type materials including, without limiting the generality of the foregoing except in foundations. The application of stucco is to be used only as an accent treatment and is limited to not more than 10% of the exterior surface area of any dwelling, unless this limitation is modified by the Design Review Committee. The exterior colors must be approved by the Design Review Committee **PRIOR** to application of the paint.

All roofs shall be of a material, color and texture approved by the Design Review Committee. No maximum or minimum pitch is specified, but approval by the Design Review Committee will be based on the visual impact of the roof on the Lot or on neighboring lots, dwellings, roads and open spaces. The overall appearance of the dwelling will be an important consideration.

All projections including, but not limited to, chimney flues, vents, gutters, downspouts, utility boxes, porches, railings, and exterior stairways shall match the color of the surface from which they project, or shall be an approved color. Any building projections must be contained within any setback restrictions.

Visual impact of garage doors will be minimized by such measures as, but not limited to, orientation of the dwelling, protective overhangs, or projections, special door facing materials, windows or design and/or landscaping.

Section 2.6 Mail Box/Mail and/or Newspaper Delivery Receptacle.

All Mail Box and/or Newspaper Delivery Receptacles will be located and shall be constructed in accordance with US Postal regulations as they are in effect from time to time.

Section 2.7 Placement of Structures. Placement of Structures and Setbacks:

The location and orientation of any and all manmade structures is subject to the approval of the Design Review Committee. No dwelling, deck, porch, or overhang or other portion of a structure may encroach into the area defined in the setback requirements contained in Matanuska - Susitna Borough Ordinance, as amended from time to time. Unless an applicable Matanuska - Susitna Borough Ordinance requires a greater setback, minimum setback requirements are as follows:

- Front yard: 50 feet, or nearer than 25 feet to any side street line
- Side yard: 30 feet
- Rear yard: 50 feet



unless expressly requested and approved by the Design Review Committee.

Note: Wells, septic tanks and drain fields may not be located within a public right-of-way. For more information regarding septic systems please contact AK DEC at 907-269-7500 or the Wasilla office at 376-1850 or via their website, at <http://www.dec.state.ak.us/water/wwdp/onsite/onsite.htm>

Front yard setbacks are to be varied to avoid a uniform appearance and the Design Review Committee may require additional front yard setback requirements.

Section 2.8. Water Supply. Each residence shall have its own water supply system located on the lot to be served thereby. No individual water supply system shall be permitted on the lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation, or such other regulations as may be promulgated by the state or local authority. The individual owner has the responsibility to obtain approval of the system installed.

Section 2.9. Sanitary Waste Disposal. No individual sanitary waste disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation, or such other regulations as may be promulgated by the state or local authority. The individual owner has the responsibility to obtain approval of the system installed.

Section 2.10 Driveways. Each lot owner shall, at the time of driveway construction, obtain a driveway permit from the Matanuska-Susitna Borough. Driveway and culvert installation shall comply with Matanuska-Susitna Borough regulations. Each driveway shall be finished with either concrete or pavement within twelve months of the start of construction of the residence.

Section 2.11 Completion of Construction. Once commenced, all construction must be pursued to completion with diligence and continuity, and in no event shall such construction period exceed one year, including paving the driveway, except for certain interior unfinished areas previously approved by the Design Review Committee. During the course of construction, the Owner or builder shall protect streets, shoulders and utility structures contiguous, in the vicinity of, or leading to the construction area, from damage and shall keep pedestrian and road rights-of-way plus drives reasonably clear of equipment, building materials, dirt, debris and similar items. No buildings constructed elsewhere shall be moved to or placed on any Lot except with the written approval of the Design Review Committee. No building shall be in any manner occupied while in the course of original construction or until substantial completion, and the building, as constructed at the time of occupancy conforms with the requirements



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of this Declaration. All other improvements shall be completed within one hundred twenty (120) days following commencement of construction.

Section 2.12. Landscaping. It is the intent of Declarant to require that landscaping be completed promptly after construction is completed. All homes substantially completed or occupied between the dates of August 15th and May 1st of the following year are to be landscaped no later than the first of July that occurs after occupancy or substantial completion. Homes substantially completed or occupied after May 1st and on or before July 30th of the same year must be landscaped by August 15th the same year. Homes completed or occupied from July 1st through August 15th must be landscaped by September 15th the same year. Vegetable gardens are not permitted in the front yard of a Lot without the express written approval of the Design Review Committee. All Lot Owners must submit their landscaping plans to the Design Review Committee for approval and all tree removal, tree thinning, vegetation removal or planting of new trees or vegetation must be in accordance with an approved landscape plan. Materials to be used for landscaping must be specified in the landscaping plan.

Section 2.13. Trees. No owner shall be permitted to completely clear a lot where standing trees of size and beauty exists. Space may be cleared for construction and trees may be thinned, so long as maximum natural beauty and esthetic values of such trees are retained. A minimum of four evergreen trees of not less than five (5) feet in height and four deciduous trees of not less than six (6) feet in height are to be maintained on the front portion of each Lot. If native trees do not exist that meet these specifications, then trees must be planted, and any damaged or dead trees shall be promptly replaced weather permitting. The front portion of a Lot for the purpose of this section shall be limited to the area between the front of the building and the road unless approved by the Design Review Committee. Trees and vegetation in the rear and sides of the Lot are not to be substituted for the vegetation required in this paragraph. The landscaped portion of each lot must be mowed and maintained on a regular basis so as to provide a neat and attractive appearance.

Section 2.14. Utility Lines, Aerials and Antennas. All electrical service, telephone lines and television cable shall be placed underground. No aerial or antennae shall be placed or erected upon any Lot or affixed in any manner to the exterior of any residential Unit or structure on the Property, except direct broadcast cable antennas not exceeding 2.5 feet in diameter or as permitted by law and approved by the Design Review Committee after reviewing the exact design, location, and placement. No short wave antennas, transmitters, or base stations for two-way radios shall be permitted, unless expressly approved in writing by the Design Review Committee, or concealed from sight by a permissible structure.

Section 2.15. Fences. No fence or wall shall be erected until the plans are approved in writing by the Design Review Committee. No fence or wall



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shall be erected, placed or altered on any Lot nearer to any street than the front of the residence unless otherwise approved by the Design Review Committee. No metal, plastic, chain link, processed wood, or wood link fences shall be allowed in the subdivision. Only natural wood fences shall be permitted, however, posts and their brackets may be metal or processed wood with approval of the Design Review Committee. No fence shall exceed six (6) feet in height unless expressly approved in writing. All fences must be properly maintained as an attractive addition to the Lot. Fences include dog runs, pens, garden enclosures, and any other visible exterior boundary dividers.

The Declarant, may in its sole discretion, construct fencing along the Lots fronting public roads. All fencing, whether installed by the Declarant or the Owner, shall be maintained by the Owner in good condition, at the Owner's sole cost.

Section 2.16. Temporary Structures. No temporary structure, boat, truck, trailer, camper or recreational vehicle of any kind shall be used as a living area while located on the Property; however, trailers or temporary structures for use incidental to the initial construction of improvements on the Lot may be maintained thereon but shall be removed within a reasonable time after completion of construction on the project.

Section 2.17. Re-Subdivision. No lot, or lots may be re-subdivided so as to create any lot with less area than shown on the original subdivision plat for the lot, or lots involved in the re-subdivision. Lot lines may be eliminated so as to create larger lots.

ARTICLE III. RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS

Section 3.1 Land Uses and Building Type. No Lot shall be occupied or used for any purpose other than as a single family residence except that professional or business uses may be conducted in a dwelling provided that said uses must be incidental to the use of the dwelling for residential purposes. Further, non-residential activities must comply with governmental regulations addressing Home Occupations, no signs may indicate in any way that a non-residential activity is being conducted, and no increase in street traffic, substantial or insubstantial, is permissible. Notwithstanding the foregoing, the use of a Lot for a bed and breakfast or as an adult-care or childcare facility, of any size, is not permissible. No outhouse of any kind, tent, shed or trailer, or any other temporary dwelling, shall be erected or maintained on any Lot or be used for living purposes, nor shall any garage be used for dwelling purposes. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than:

A. One detached single-family dwelling designed in compliance with Section 2.4. Each and every dwelling must have a garage capable of housing at least two automobiles. Larger garages or more than one garage may be permitted by the Design Review Committee on a case-by-case basis.



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- B. Fences, gates and associated structures.
- C. A greenhouse.
- D. A garden tool shed, children's playhouse, or like structure.
- E. A doghouse and/or pen.
- F. Any other accessory building, shed, structure or other item permitted by the Design Review Committee.

None of the items listed above may be constructed, installed, placed or made without the express written approval of the Design Review Committee. No structure other than the primary residence shall have a footprint larger than twelve (12) feet by sixteen (16) feet. Larger structures may be permitted by the Design Review Committee on a case-by-case basis. A Lot owner shall not assume that any of the items listed in B through F above will be approved by the Design Review Committee. They will be treated on a case-by-case basis, and the Design Review Committee has in its sole discretion, the right to decide if the proposed improvement contributes to the appearance of the entire neighborhood.

Section 3.2. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their Lots. No repair or restoration of any motor vehicle, boat, trailer, aircraft or other vehicle shall be permitted on any portion of any Lot except for emergency repairs thereto, and then only to the extent necessary to enable movement thereof to a proper repair facility within 72 hours. No vehicles or equipment shall be parked or placed in a public right-of-way for more than 24 hours. No vehicle or equipment owned or used by a resident of a Lot or Owner shall be placed on a public street within the Subdivision for more than 48 cumulative hours in any one week.

Section 3.3. Commercial Vehicles. No commercial vehicles, or similar commercial or construction equipment shall be parked, placed, erected, or maintained on any Lot for any purpose except during the period of construction.

Section 3.4. Vehicles, Boats, Campers, etc. All vehicles, inoperable or otherwise, including but not limited to automobiles, trucks, campers, boats, recreational vehicles, snowmachines or other machinery shall be kept in a garage, other closed structure, or screened so that the item is not visible from the public streets, adjoining lots or nearby houses. The purpose of this provision is to keep all vehicles and equipment, whether frequently used or unused, out of sight.



Section 3.5. Pets, Livestock and Poultry. No animals, livestock, or poultry shall be kept on any lot except that domestic dogs, cats, fish and birds inside bird cages may be kept as household pets provided they are not kept, bred, or raised therein for commercial purposes or in unreasonable quantities. No more than two dogs may be maintained on the premises, unless specific permission is granted in writing.

All pets shall be chained, fenced or otherwise restrained at all times. No pet shall be allowed to run freely.

Section 3.6. Garbage and Refuse Disposal. Trash, garbage, or other waste shall be disposed of only by depositing same into designated trash containers. No trash containers, materials, debris, equipment, etc. may be stored at the front or side of the home where visible from the street. All trash containers and storage materials must be screened. No lot shall be used or maintained as a dumping ground for rubbish. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. There shall be no exterior fires whatsoever, except barbecue fires contained within receptacles therefore.

Section 3.7. Signs. No sign of any kind shall be displayed to the public on any Lot or Residential Unit except one sign of not more than five square feet advertising the property for sale or rent, or signs by a building company or by Declarant, to advertise the property during the construction sales period. Declarant reserves the right to place one or more permanent signs and related monumentation at or near the entrance of the subdivision. Political signs not exceeding (5) five square feet are allowed on a lot for a period of not more than forty-five (45) days prior to an election, and shall be removed not later than three (3) days after the election.

Section 3.8. Natural Resource Extraction. No natural resource extraction operation of any nature shall be permitted upon or on any Lot, nor shall wells, tanks, (excluding approved water wells and septic tanks & systems), tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 3.9. Windows and Facades. No garments, rugs or other objects shall be hung from the windows or facades of the improvements to a Lot, nor dusted, nor shaken, nor beaten from or about or upon, such windows or facades. Only customary curtains or shades or draperies, or some combination thereof, visible from the exterior of the improvements to a Lot shall be used, except white sheets may be used on bedroom and bath windows for no more than thirty (30) days from the date of first occupancy. In this regard, and without limiting the foregoing, no newspapers, metal foil, sheets, blankets, and the like shall be used as window coverings.



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Section 3.10. Maintenance. The Owner of each Residential Unit or Lot within the Property shall maintain said Lot in a neat, clean and presentable condition, and shall keep all weeds abated, and landscaping well maintained.

ARTICLE IV. LIMITED RIGHTS AND EASEMENTS OF DECLARANT

Section 4.1. Reservations, Easements. Declarant intends to develop and market, from time to time, Alpine View Subdivision, development may include both site or land development and construction. To assure Developer's ability and right to develop and market Alpine View without hindrance or interference, in addition to all other rights, easements and reservations in favor of Declarant herein established or reasonably implied therefrom, and not by way of limitation, the following provisions shall apply but only in accordance with Matanuska - Susitna Borough and State law:

A. Declarant may maintain sales offices, "model homes", signs and other reasonable marketing facilities for the purpose of selling Lots (improved and unimproved) in Alpine View.

B. During actual development and construction, Declarant may use, and store, development and construction equipment and materials (including temporary storage and construction office space), on or about the Property except Lots owned by an Owner other than Declarant.

C. None of the provisions of Articles II or III above shall (i) apply to, (ii) restrict, or (iii) unreasonably hinder Declarant in the development, construction and marketing of Alpine View.

ARTICLE V. EASEMENTS

Section 5.1. General.

A. Easements for installation and maintenance of utilities, plus access and drainage facilities created or reserved, if any, are disclosed on Plat No. 2007-129 for Alpine View. Within such easement areas, no structure, planting or other material, with the exception of grass or other acceptable ground cover, shall be placed nor permitted to remain, which may (i) damage or interfere with the installation and maintenance of utilities (ii) change the direction or flow of water, sewage or other substances, or (iii) obstruct or retard the flow of water through drainage channels in the easement areas. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for improvements placed and maintained by a public authority or utility company.

B. Entry. For the purpose of performing the maintenance, improvements and repairs provided for in this Declaration, and the reasonable



inspection thereof, the Declarant, and its duly authorized designees, shall have the right at reasonable times and upon reasonable notice, to enter upon any Lot or the exterior of any structure or improvement thereon, and such activity by them or any of them shall not give rise to any legal or equitable remedy against them or any of them, including but not limited to an action for trespass. Each Owner shall permit such access within and under any building situated upon the Owner's Lot for inspection, alterations, repair, removal, utility shut-off and maintenance.

C. Sign and Landscaping Easement. Lot Ten (10) Block One (1), is subject to a Sign and Landscaping Easement as shown on Plat No. 2007-129 for Alpine View. Lot Four (4) Block Four (4), Lot One (1) Block Five (5) and Lot One (1), Block Six (6), are subject to Landscaping Easements as shown on Plat No. 2007-129 for Alpine View. The Owner shall be responsible for the maintenance and protection of this area. Declarant reserves the right, in its sole discretion, to enter this easement for the purpose of establishing, replacing, and maintaining the landscaping in this area, however, such rights shall not be in lieu of the Owner's obligation to maintain and protect the landscaping within the easement. The Owner shall not change or modify any landscaping in this area. Within these easements Declarant will not permit the construction of fences, sheds or buildings of any kind, removal of landscaping of any kind, disturbance of natural vegetation, or storage of any materials.

D. Conveyances. All conveyances of Lots hereafter made, whether by Declarant, or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to the provisions hereof, even though no specific reference to such easements appears in any such conveyance.

ARTICLE V. GENERAL PROVISIONS

Section 5.1 Enforcement.

A. The Declarant, any Owner, and the Matanuska Susitna Borough shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, any Owner or the Matanuska Susitna Borough to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. In any action to enforce the provisions of this declaration, the prevailing party shall be entitled to recover actual attorney's fees and court costs.

C. Establishing uniformity in the neighborhood is one of the goals of the provisions of this declaration. Because it is difficult to determine damages for the violation of this principle of uniformity over time, the Declarant or Owner seeking enforcement of the provisions of this declaration shall be entitled to recover liquidated damages in the amount of \$25.00 per day for each day the



violation, which is the subject matter of the action to enforce, exists. Each violation of the Declaration shall give rise to a separate liquidated damage recovery. The liquidated damages shall increase, but not decrease, by the percentage of increase in the cost of living index between the index applicable to the date of these covenants and the date the liquidated damages are imposed. The index to be used is now known as the "Consumer Price Index for all Urban Consumers," all items for Anchorage, Alaska (1967=100), hereinafter called the "Index," published by the Bureau of Labor Statistics of the United States Department of Labor.

The liquidated damages shall run from the date of the first written notice of the violation until the violation is fully abated.

Section 5.2. Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of then (10) years, unless an instrument in writing signed by sixty-six and two-thirds percent (66 2/3%) of the then Owners has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to, the amendment of said covenants, conditions and restrictions, in whole or in part.

Section 5.3. Amendments. Except as provided for in Section 6.2, this Declaration may only be amended with the approval of:

(i) not less than seventy percent (70%) of the Owners based upon one vote for each lot owned, if such amendment(s) is made during the initial thirty-five (35) year period following recordation of this Declaration;

(ii) not less than sixty-six and two-thirds percent (66 2/3%) of the owners of lots, based upon one vote for each lot owned, if such amendment(s) is made after the end of such thirty-five (35) year period.

Section 5.4. Successors and Assigns. Each of the covenants, conditions and restrictions set forth herein are intended to burden the Property and all Lots and Residential Units contained within the Property. Each and every Owner or any person having any interest in, or to, any portion of the Property shall be bound by the covenants, conditions and restrictions contained herein for the benefit of Declarant and the Property.

Section 5.5. Severability. Should any provision or any portion hereof be declared invalid or in conflict with any applicable law, that provision shall be severable and the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.



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2007-025861-0

A handwritten signature in black ink, appearing to be a stylized name or set of initials.

