

ARTICLE 1
STATUTORY COVERAGE, APPLICABILITY
AND FUTURE HOMEOWNERS ASSOCIATION

Section 1.1 Alaska Statutes. Pursuant to to Alaska Statute 34.08.030, the Uniform Common Interest Ownership Act (the "Act") is not applicable to Cross View Estates because: (i) the type of common interest community is a planned community; (ii) the Property is not subject to any development rights (i.e., the Declarant has not reserved any development rights in the Declaration); and (iii) the annual average common expense liability for all Lots within the Property, as provided in this Declaration, may not exceed the One Hundred Dollar (\$100.00) limit described in the Act, as adjusted under AS 34.08.820. This Declaration is not intended to comply with the provisions of the Act, AS 34.08, et seq., except for AS 34.08.720 (separate title and taxation), AS 34.08.720 (applicability of local ordinances, regulations, and building codes), AS 34.08.470 (lien rights), and AS 34.08.740 (eminent domain).

Section 1.2 Applies to all Lots. The provisions in this Declaration apply in their entirety to all Lots within the Property. (A "Lot" means and shall otherwise refer to any of the numbered Lots shown on the recorded plat for the Property.)

Section 1.3 Cross View Estates Homeowners Association. By not later than the date upon which the Declarant sells the last Lot to a third-party purchaser, Declarant, at its sole cost and expense, shall form "Cross View Estates Homeowners Association" as a non-profit corporation under AS.10.20.151. Each owner of a Lot shall be a member of the Cross View Estates Homeowners Association entitled to one (1) vote. If a Lot is owned jointly or in common by more than one (1) person or entity, the owners together shall be entitled to only one (1) vote.

ARTICLE 2
DESIGN REVIEW COMMITTEE

Section 2.1 Design Review Committee. Declarant shall establish a Design Review Committee. Declarant shall appoint all members of the committee and replacements so long as Declarant is the owner of any Lot or portion of the Property described herein. Thereafter, the board of directors of the Cross View Estates Homeowners Association shall be the Design Review Committee.

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:

CROSS VIEW ESTATES DESIGN REVIEW COMMITTEE
c/o 10380 NIGH ROAD
ANCHORAGE, ALASKA 99515

The application shall include the name, address and telephone number of the land owner seeking approval and a complete set of specific plans showing the proposed construction and location. The materials shall include at least:

- (a) the nature of the improvement sought, its kind, shape and height, and materials proposed;
- (b) a site plan showing existing and proposed topography, site improvements, and property lines;
- (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.



3 of 15
2006-083941-0

All applicants are hereby notified that approval may be subject to conditions requiring a change in the proposal, therefore absolutely no construction or land clearing is permissible without the express approval of the Design Review Committee.

The Design Review Committee review does not imply any review of the adequacy of the plans or specifications for compliance with laws or regulations, including, but not limited to, building codes, or 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.

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

Section 2.4 Dwelling Quality, Size and Construction. The ground floor living area of the main structure of a one-story dwelling, exclusive of one-story open porches, garages and greenhouses, shall not be less than two thousand, two hundred (2,200) square feet of finished living space, excluding basements and walk-out basements. Any multi-story/level dwelling shall have a minimum size of two thousand, five hundred (2,500) square feet of finished living area, excluding basements and walk-out basements.

Declarant wishes to create a superior residential neighborhood which exhibits a wide range of designs, appearances, and colors. Thus, no set of dwelling plans may duplicate exterior elevations within five hundred (500) feet along the street frontage of a dwelling. For purposes of this Declaration, "street frontage" shall mean both sides of the street.

Approval by the Municipality of the dwelling height and Lot coverage as shown on the plans submitted for a land use permit or a building permit constitutes approval by the Design Review Committee.

Section 2.5 Siding, Roofs and Colors. No metal building shall be constructed or maintained on any Lot. No T1-11 or sheet wood siding may be used in the construction of dwellings or permanent, detached structures on the three (3) sides that are most visible from any street. Partial T1-11 siding may be allowed where visibility is completely blocked due to major offsets in the dwelling architecture. Cedar shake roofing or architectural shingles are recommended. All roofs shall be of a material, color and texture approved by the appropriate committee. No maximum or minimum pitch is specified, but approval will be based on the visual impact of the roof on the Lot or on neighboring Lots, dwellings, roads and open spaces. The color scheme must be approved by the Design Review Committee in writing.



The color of external materials shall be subdued. Earth tones, generally muted are recommended, although occasionally accent colors used judiciously and with restraint may be permitted by the Design Review Committee. No dwelling shall have an identical exterior color to the exterior color of dwellings on Lots located within three hundred (300) feet along the street frontage from the Lot lines. The subjective matter of approving colors is the responsibility of the Design Review Committee.

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

Section 2.6 Completion of Exteriors. A dwelling must be enclosed and its exteriors finished within twelve (12) months of the time of the beginning of construction.

Section 2.7 Permanent, Detached Structures (Outbuildings). Any permanent, detached structure, such as sheds, dog houses, fences, and greenhouses, must be finished to blend into the surroundings and its siding must be similar to the siding of the dwelling on the Lot. All permanent, detached structures must be approved by the appropriate committee. The Design Review Committee shall, at its sole discretion, set criteria on the location of the permanent, detached structure, but it is required that such structures be located and constructed to blend into the surrounding vegetation.

Section 2.8 Mailbox Receptacle. The U.S. Postal Service requires the installation of central mailbox facilities in all new subdivisions. At the time this Declaration was recorded, the U.S. Postal Service pays for the installation and maintenance of the central mailbox facilities. The Design Review Committee, subject to approval by the Postal Service, reserves the right, at any time in the future, to design uniform enclosures or structures to house the central mailbox facilities.

Section 2.9 Lamp Posts. Any lamp posts, driveway ornamentation, or newspaper receptacles shall be subject to Design Review Committee approval.

Section 2.10 Placement of Structures. Placement of structures, setbacks, and the location of any and all man-made structures is subject to the approval of the Design Review Committee. No dwelling, deck, porch or overhang, or other portion of any structure may encroach into the area defined in the setback requirements contained in Municipal Ordinance Title 21, as amended from time to time, unless expressly requested and approved by: first, the Design Review Committee; and second, the Municipality of Anchorage. No permanent improvement, including, but not limited to, basketball hoops, volleyball nets or swing sets, are allowed within a setback area without prior written approval by the Design Review Committee. There shall be full compliance with Municipal setback requirements.



Section 2.10.1 Specific Setbacks. The setbacks for Lots One (1), Twenty-eight (28) and Twenty-nine (29), Block Two (2); and Lot Thirty-one (31), Block One (1), shall exceed the requirements of Municipal Code Title 21 in an amount to be determined by the Design Review Committee.

Section 2.11 Completion of Construction. Once commenced, any construction of a dwelling must be pursued to completion with diligence and continuity, and in no event shall such construction period exceed one (1) year, except for certain interior unfinished areas previously approved by the Design Review Committee. During the course of construction, the owner or builder shall protect walks, streets, shoulders and utility structures contiguous, in the vicinity of, or leading to the construction area, from damage and shall keep pedestrian and road right-of-way and 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 there is a Certificate of Occupancy or Conditional Certificate of Occupancy issued by the Municipality. All other improvements shall be completed within ninety (90) days following commencement of construction.

Section 2.12 Trees. No owner shall be permitted to completely clear a Lot where standing trees of size and beauty exist. Space may be cleared for construction and trees may be thinned, provided that the maximum natural beauty and aesthetic values of such trees are retained.

Trees and landscaping are important to the overall appeal and desirability of living in Cross View Estates. It is Declarant's intent to promote the visual presentation of Cross View Estates.

Section 2.13 Utility Lines, Aerials and Antennas. All electrical service, telephone lines and television cable shall be placed underground. No aerials or antennas 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 eighteen (18) inches in diameter may be approved by the Design Review Committee after reviewing the exact design, location and placement. No dish antennas, short wave antennas, transmitters, or base stations for two-way ham radio or other radios shall be permitted.

Section 2.13.1 Exterior Installations. No outside pole or antenna shall be erected or maintained without first obtaining Design Review Committee approval. No air conditioning unit or other machine shall be installed on the exterior of any dwelling on any Lot or be allowed to protrude through the walls or roof of any dwelling on any Lot without the prior written approval of the Design Review Committee.



Section 2.14 Fences. No fence or wall shall be erected until after the plans are approved in writing by the Design Review Committee. No front yard fences will be allowed and no fence or wall shall be erected, placed or altered on any Lot nearer to any street or adjacent Lot than the minimum building setback line unless similarly approved. No metal, plastic, chain link, processed wood, or wood link fences shall be allowed in Cross View Estates. Only natural wood, stone or masonry fences shall be permitted; however, posts and their brackets may be metal or processed wood with the approval of the Design Review Committee. All fences must be properly maintained as an attractive addition to the Lot. Fences include dog runs, pens, garden enclosures, and any other exterior boundary dividers.

Section 2.15 Sight Distance. All fences, walls, hedges or shrub plantings must conform with the Municipal sight distance standards for all Lots.

ARTICLE 3 RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS

Section 3.1 Land Use 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 permitted. No outhouse of any kind, tent, shed or trailer, or any 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 (1) detached single-family dwelling. Each and every dwelling must have a garage capable of housing at least two (2) automobiles. Larger garages or more than one (1) garage may be permitted by the Design Review Committee on a case-by-case basis.
- (b) Fences, gates and associated structures.
- (c) A greenhouse.
- (d) A garden tool shed, children's playhouse, or like structure.
- (e) A dog house.
- (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, which, in its sole discretion, may be denied.

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.

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 Pets, Livestock and Poultry. No animals, livestock, horses, 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.

One detached dog run will be allowed on any Lot provided that it is installed in a workmanlike manner and in a fashion approved by the Design Review Committee. It may cover no more area than one hundred fifty (150) square feet. Dog runs may not be constructed closer than ten (10) feet to any side property line and no closer than twenty (20) feet to any rear property line. No dog runs may be constructed, kept or maintained in front yards.

Section 3.5 Signs. No sign of any kind shall be displayed to the public on any Lot or residential unit, except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs by a construction company or by Declarant to advertise the property during the construction sales period. Declarant reserves the right to place one (1) or more permanent sign, of any size, and related monument at or near the entrance of Cross View Estates.

Section 3.6 Maintenance. The owner of each residential Lot within the property shall maintain said residential Lot in a neat, clean and presentable condition, and shall keep all weeds abated, and landscaping well maintained.

Any entranceway fencing, landscaping or signage shall be maintained by Declarant until such time as Cross View Estates Homeowners Association has been formed, whereupon the maintenance responsibility shall be assumed by the Association.

Section 3.7 Parking and Vehicle Restrictions. Except as specifically set forth in this section, vehicles, including, but not limited to, automobiles, trucks, snow machines, campers and recreational vehicles, boats, snow machines and other machinery, whether



operable or inoperable, shall be kept in a garage or other closed structure, or screened so that such items are not visible from the public streets, an adjoining Lot, or from the ground level of a nearby house. Fencing, landscaping, or natural vegetation may act as the screen. The purpose of this provision is to keep stored vehicles and equipment out of sight. None of the aforementioned shall be used as a domicile or residence, either permanently or temporarily.

From April 1st through October 1st of each year only, recreational vehicles, boats, campers, and other such items used for recreational purposes, may be parked in driveways. At all other times, however, such items shall be stored out of sight as set forth in this section.

From October 1st through April 1st of each year only snow machines may be parked in driveways. At all other times, however, snow machines shall be stored out of sight as set forth in this section.

No commercial vehicle or equipment of any kind shall be permitted to be parked on any Lot outside a dwelling, except between the hours of 7:00 a.m. to 6:00 p.m., provided that such commercial vehicles or equipment may be temporarily present for less than one (1) hour during other hours if necessary in the actual construction, delivery, or serving of buildings or property.

Enforcement of parking and vehicle restrictions is initially the responsibility of the Design Review Committee, which responsibility shall pass to the Cross View Estates Homeowners Association once formed.

Section 3.8 Resubdivision. The area of Lots herein described shall not be reduced in size by resubdivision. Lot owners may, however, combine and resubdivide Lots to create Lots fewer in number, but larger in size (i.e., three (3) contiguous Lots may be combined and resubdivided to create one (1) or two (2) larger Lots, or two (2) contiguous Lots may be combined and resubdivided to create one (1) larger Lot). All such newly created larger Lots shall be created for all purposes pertinent to the covenants, conditions and restrictions contained in this Declaration.

Section 3.9 Drainage Ditches. Each Lot owner shall maintain the grade of ditches as designed and constructed by Declarant.

Section 3.10 Access to Lot. Only one access driveway shall be permitted for each Lot in Cross View Estates. The Design Review Committee, at its sole discretion, may give relief of this requirement in unusual circumstances. Drives will be paved within one (1) year after the house roof is on.



Section 3.11 Swales and Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats and in other recorded instruments. Within these easements, no structures, plantings or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Each Lot owner is responsible for the proper construction and maintenance of their driveway, installed in accordance with Attachment A.

Section 3.12 Oil and Mining Operations. No oil or gas drilling, no oil or gas development operations, oil or gas refining, quarrying or mining operations, of any kind shall be permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot. No surface entry will be permitted and no extraction of minerals will be permitted within a 500-foot buffer measured vertically from the surface.

ARTICLE 4 LIMITED RIGHTS AND EASEMENTS OF DECLARANT

Section 4.1 Reservations and Easements. Declarant intends to develop and market Cross View Estates from time to time, plus additional or future phases. Such development may include both site or land development and construction. To assure Declarant's ability and right to develop and market Cross View Estates, as well as any additional or future phases, without hindrance 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 Municipal and State law:

(a) Declarant and/or Declarant's designees, including, but not limited to builders, may maintain sales offices, "model homes," signs and other reasonable marketing facilities for the purpose of selling Lots (improved or unimproved) in Cross View Estates, as well as any additional or future phases of the development.

(b) During the 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, with the exception of Lots owned by someone other than Declarant.



Book of Resolutions

Cross View Estates Home Owners Association

New Construction, Modifications or Alterations

Article 2 CCR

- Failure to obtain the Board of Directors (BOD) approval prior to any construction, grading or clearing the site, to include alterations or improvements to existing sites and landscaping, shall cause an automatic fine to be levied in the amount of \$100. The lot owner will then be notified, cease activity and be afforded three business days to present the BOD with an alteration request. If after three business days the lot owner has failed to deliver an alteration request, they shall be fined \$100 per day for each day following the commencement of alteration or improvement until BOD approval is delivered.
- If BOD approval is not granted and work has commenced, the lot owner will at his or her own expense, remove the site upgrades and return the site to its previous state. Prior BOD coordination and approval notwithstanding, failure to remove the site upgrade(s) and return the site to its previous state within 30 days will result in an initial fine of \$100 and cumulative fines of up to \$25 per day. Fines will accrue until the site is determined to be in compliance. The BOD may, in its sole discretion, waive all or part of the fine as it deems fit.
- Any alteration request submitted by a lot owner that has not paid their annual assessments will be automatically denied until their account is brought current.

Restrictions on use of property by Occupants

Article 3 CCR

- Permanent detached structures may not be placed on any lot until a single family dwelling has been established for residence on that lot. Owners of multiple contiguous lots who wish to construct upon, improve, or otherwise alter the site, must subdivide the lot into one lot larger in size and smaller in number, in accordance with section 3.8 of the CCRs.
- No lots will be used to store and/or dispose of any materials, waste, debris, machinery or other items.
- In the interest of safety and the security of homeowners, small signs advertising the home is protected by a security system is allowed.
- Signs advertising the lot for sale must be kept in good condition. If the for sale sign is freestanding, the owner or designated agent will ensure the sign is kept upright at all times.
- Political signs may only be visible from the public viewing areas if they are displayed within or behind the interior walls of a residence. At no time will a political sign be posted, displayed or erected outside of or beyond the exterior walls of any residence.
- Empty or unimproved lots are only authorized to display signs advertising the lot for sale.

Annual and Special Assessments

Article 6 By-Laws

- Late payments and fees are assessed in addition to the annual assessments at the rate of \$25 per month. Payments are late if not received by the date determined by the BOD.
- If HOA annual and/or special assessments are \$500 or greater, a lot owner may pay the assessments in a quarterly increments.
- Annual or special assessments greater than \$1,000 require approval of not less than 80%
- The BOD may file a lien against properties with unpaid assessments.

Violations & Fines

Article 5 CCR/ Article 8 By-Laws

- The BOD or the HOA's agent shall periodically, or at the request of a lot owner, conduct inspections enforcing compliance with the Cross View Estates HOA CCRs, By-Laws and Resolutions.
- Violation will result in a letter from BOD or the HOA's agent addressing the violation and establishing/requesting a timeline in which the lot owner will fix the violation.
 - Continued violation will result in a \$25 fine per week until violation is corrected.
 - The BOD may, in its sole discretion, waive all or part of the fine as it deems fit.
- If a lot owner is found to be in violation twice for the same offense within a rolling 12 month period;
 - It will result in a fine of \$50 and another letter from the BOD or the HOA's agent notifying the lot owner of the violation. The notice will also include a timeline established by the BOD or the HOA's agent in which the lot owner will correct the offense.
 - Continued violation will result in a \$25 fine per week until violation is corrected.
 - The BOD may, in its sole discretion, waive all or part of the fine as it deems fit.
- If a contractor is found to be in violation of section 2.11 of the CCRs, (specifically dirt, debris and similar items) then the lot owner where the contractor is performing the work will be given 24 hours from the time they receive the verbal and/or written notice from the BOD or the HOA's agent to correct the violation. If the violation is not corrected within 24 hours, the lot owner where the contractor is performing the work will be fined \$100 and \$25 for each additional day they are in violation.
 - If a contractor is in repeated violation, the BOD may, in its sole discretion, deny any alteration requests involving the contractor.
 - The BOD may, in its sole discretion, waive all or part of the fine as it deems fit.
- The BOD may elect to file a lien against properties with unpaid violation fines.