

BK 02699PG010

When Recorded Return To:

Lee Stafford
1403 A Hyder
Anchorage, AK 99501

C94-429

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
CARRIAGE ESTATES SUBDIVISION**

THIS DECLARATION, is made on the 1st day of January 1994, by Carriage Estates, Inc. hereinafter referred to as "Declarant".

PREAMBLE

Declarant, being the owner of the real property more particularly described below, hereby declares that such real property shall, from and after date, be held, sold, conveyed, developed, improved, encumbered, leased, used, and occupied subject to the easements, restrictions, covenants and conditions set forth below, all of which are declared to be in furtherance of a plan for the subdivision, improvement and enhancement of the value, desirability, and attractiveness of such property and every part thereof. All such easements, restrictions, covenants and conditions shall run with such acquiring any right, title, or interest in such property, or any part thereof, and shall bind and insure to the benefit of the heirs, assigns, and other successors in interest thereof.

ARTICLE I

DESCRIPTION OF REAL PROPERTY

The real property hereby made subject to this Declaration is described as follows:

Lots One (1) through Twenty (20) Block One (1), Lots One (1) through Thirty - seven (37) Block Two (2), and Lots One (1) through Thirty - six (36) Block Three (3) Carriage Estates Subdivision of the Anchorage Recording District, Third Judicial District, State of Alaska.

ARTICLE II

DEFINITIONS

Section 1. OWNER

"Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of a fee-simple title to any "Lot" which is a part of the "Properties", excluding those having such interest merely as security for the performance of an obligation. Owner shall not include Declarant except as herein otherwise specified, but shall include contract purchasers.

Section 2. PROPERTY

"Property" or "Properties" shall mean and refer to that certain real property herein before described.

Section 3. LOTS

"Lots", with respect to an Owner, shall mean and refer to a parcel of land that is part of the Properties which has been conveyed to an Owner. "Lot" includes the improvements constructed thereon.

Section 4. DECLARANT

"Declarant" shall mean and refer to the Declarant as identified above, and the successors and assigns thereof.

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. PRIOR APPROVAL OF PLANS AND SPECIFICATIONS

No building, structure or improvement shall be erected, altered, placed, or permitted to remain on the Properties nor shall any exterior addition to or change or alteration to an existing structure located on the properties be made until the plans and specifications showing the nature, kind, height, materials, exterior color and surface and location of same shall have been submitted to and approved in writing by the Architectural Committee as to quality of workmanship and materials, harmony of exterior design with existing buildings and structures, and as to the location with respect to topography and finished grade elevation; nor shall any such building structure or improvement be permitted to remain on the properties not constructed in accordance with approved plans and specifications. Such plans and specifications will not be approved for engineering design and by approving such plans and specifications, neither the Architectural Committee nor the member thereof, nor Declarant shall be deemed to assume liability or responsibility thereof, or for any defect in the structure constructed from such plans and specifications.

Section 2. ARCHITECTURAL COMMITTEE

The Declarant shall initially appoint the Architectural Committee and it shall consist of not less than two (2) members. Declarant shall retain the right to appoint, augment or replace members of the Architectural Committee until such time as one hundred percent (100%) of the Lots within the Properties have been conveyed by Declarant to an Owner. Thereafter, two thirds of the Owners of record, shall have the power, through a duly recorded, written instrument, to change the membership of the committee and to withdraw from it or restore to it any of its powers and duties.

The initial Architectural Committee is composed of:

Ev Honegger
Lee Stafford

Section 3. PROCEDURE

The plans and specifications required to be submitted for approval hereunder shall be submitted to and at the address of the Committee appearing in a duly recorded instrument recorded in the Anchorage Recording District. The initial address of the Committee is as follows:

1403 A Hyder
Anchorage, AK 99501

In the event the Architectural Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been duly submitted to it or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the requirements of this Article shall be deemed to have been fully complied with.

Section 4. GENERAL PROVISIONS

(a) The Architectural Committee may establish reasonable rules in connection with the review of plans and specifications, including, without limitations, the number of sets to be submitted and payment of a fee. Unless such rules are complied with, such plans and specifications shall be deemed "not submitted". The Architectural Committee may from time to time establish different requirements and reasonable rules in connection with its review of plans and specifications by recording an amendment hereto duly executed by said Committee.

(b) The Architectural Committee shall have full and complete discretion with respect to approval and disapproval of plans and specifications.

(c) The Architectural Committee shall be obligated to disapprove plans and specifications which do not meet specific requirements for construction set fourth elsewhere herein.

ARTICLE IV

USE RESTRICTIONS

Section 1. LAND USE

No Lot shall be used except for single family residential purposes. No buildings shall be erected, altered, priced or permitted to remain on any Lot other than one (1) single-family dwelling.

Section 2.

SINGLE FAMILY RESIDENCE

Lots shall be used exclusively for single-family residential purposes. As used herein, "single family" shall mean one or more persons living as a single housekeeping unit, as distinguished from a group occupying a rooming house, club, fraternity house or hotel. The only exception to the "single family" residence limitation set forth herein is that a lot owner may use a portion of his residence as a single rental unit provided that the rental area does not exceed Thirty Five Percent (35%) of the net livable area of the dwelling. Prior to such rental use, each lot owner must submit to the architectural control committee the owner's plans for the rental area to insure the space limitation provided herein is adhered to.

Section 3.

NUISANCES

No noxious or offensive activities (including, but limited to, the repair of automobiles) shall be carried on upon the Properties. No horns, whistles, bells, or other sound devices, except security devices used exclusively to protect the security of a residence and its contents, shall be placed or used in any such residence. No loud noises shall be permitted on the Properties, and the Board of Directors of the Association shall have the right to determine if any noise, or activity producing noise, constitutes a nuisance. In this regard, all occupants of Lots shall exercise extreme care to avoid making noise and to not use musical instruments, radios, television sets and amplifiers as to disturb other occupants. Each owner shall comply with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to the Properties.

Section 4.

SIGNS

No signs, posters, displays or other advertising devices of any character shall be erected or maintained on, or shown or displayed to public view on any lot provided, however, that the restrictions of this section shall not apply to any sign or notice of customary and reasonable dimension which states the lot is for sale. This section shall not apply to any signs used by Declarant or the agents thereof in connection with the original construction and sale of Lots. The type, size and design of all signs to be used, including temporary construction, and real estate "for sale" signs, shall only be erected or posted in accordance with applicable ordinances and regulations.

Section 5.

OUTSIDE INSTALLATIONS

No fences or basketball standards or fixed sports apparatus shall be attached to any residence or placed on any Lot without approval in accordance with Article III. No wiring for telephone or electrical purposes, nor machines, nor other equipment or appurtenances whatsoever shall be installed on the exterior of any residence (including, as example and not by way of limitation, protruding through walls, windows or roofs) without approval in accordance with Article III. Non commercial television reception devices may not be installed on the exterior of a residence. No satellite dishes are allowed.

Section 6. PET REGULATIONS

No animals, livestock, horses or poultry shall be kept on any Lot, except that domestic dogs, cats, fish and birds in 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. As used in this Declaration "unreasonable quantities" shall be deemed to limit the number of dogs, cats and birds, to two (2) each (including any pets owned by an apartment renter). Dogs and cats belonging to Owners, occupants or their licensees or invitees within the Property must be either kept within an enclosure, an enclosed balcony, or on a leash being maintained that the animal cannot escape and shall be subject to the approval of the Board of Directors of the Association.

Section 7. BUSINESS OR COMMERCIAL ACTIVITY

No business or commercial activity shall be maintained or conducted on any Lot, except that professional and administrative occupations may be carried on within residences on Lots so long as there exists no external evidence thereof.

Section 8. TEMPORARY STRUCTURES

No temporary structures, boat, truck, trailer, camper or recreation vehicle of any kind shall be used as a living area while located on the Properties; however, trailers or temporary structures for use incidental to the initial construction of the improvements on the Properties may be maintained thereon but shall be removed within reasonable time after completion of construction. No fuel shall be stored above ground.

Section 9. TREES

No mature trees (eight inches or more in diameter) may be removed from the Lot, except those trees within twenty (20') of the dwelling location reasonably required to be removed for construction and from those Lots or that area owned by Declarant. It is the intent of this provision that all Owners shall do their utmost to maintain healthy trees and the natural surroundings of their respective Lots. Trees cleared for views and other exposure requirements must be discussed and approved by the Committee.

Section 10. WINDOWS AND FACADES

No garments, rugs or other objects shall be hung from the windows or facades of the improvements to the Lots, nor dusted nor shaken nor beaten from or about or upon such windows or facades. When visible from the exterior of the improvements to a Lot, only customary curtains and/or shades and/or draperies shall be used. In this regard, and without limiting the foregoing, no newspaper, metal foil, sheets, blankets, etc., shall be used as window coverings.

Section 11. MOTOR VEHICLES AND TRAILERS

No motor vehicle or trailer may be abandoned or allowed to remain on any Lot or any street within the Properties for more than forty-eight (48) hours if it is not in operating condition. All vehicles and trailers within the Properties must be duly licensed. From April 1 through and including November 30 of each year recreational vehicles may be so parked. Without limiting the foregoing, parking of recreational vehicles on a Lot or street within the Properties from November 30 through March 31 of each year is expressly prohibited, except a recreational vehicle may be stored, provided it is not visible from the street. "Recreational vehicles" shall, for the purpose of this section, include campers, motor homes, snow machines, ATV's, boats and trailers. No commercial vehicle larger than one-half (1/2) ton in gross capacity shall be permitted to remain on the Lot or street within the Properties except as required for routine or emergency maintenance or for new construction, alteration or remodeling to an existing structure or for the purpose of moving in or out of home.

Section 12. FENCES

No fence shall be created, placed or maintained on any Lot within the Properties, except when constructed of cedar or similar-appearing wood and may not exceed five feet (5') in height from the back of the lot to the front portion of a dwelling. No fence may extend across the front property line. Fences must be in the back of the home only. For homes located on the corner lots, the back of the home shall constitute the longest dimension of the two sides not facing a street. Plans for fencing must first be submitted to the Architectural Control Committee for approval pursuant to Article III hereof. No fence shall be created or placed on any lot between the front lot line or side street line and the front of the residence. The subdivision perimeter fence must be 72" in height.

Section 13. BUILDING LOCATION

No building shall be constructed or maintained on any Lot nearer than twenty feet (20') to the front lot line thereof or nearer than twenty feet (20') to the back lot line of such Lot. No structure shall be constructed on any Lot nearer than five feet (5') to its interior or side lot line.

For the purpose of this section, eaves, steps and open porches shall not be considered as a part of the building. This shall not be construed to permit any portion of a structure on one Lot to encroach upon another Lot.

Section 14. LANDSCAPING

Each Owner of the Lot shall cause the same to be fully landscaped not later than thirteen (13) months after occupancy of the residence. Landscaping shall be defined as a minimum of six thousand (6,000) sq. ft. of topsoil and hydroseed surrounding the perimeter of the house footprint. Areas remaining natural must be brushed and combed so as to provide the appearance of maintained grounds as opposed to a naturally unruly appearance. The intent of this section is

to provide control for homeowners unwilling to adopt a policy of maintaining regular grooming for the natural and top-soiled and seeded areas of their residence.

Section 15. MAIL BOXES

No mail box or receptacle shall be erected, placed or maintained on any Lot within the Properties except after approval of the location, design and construction materials by the Architectural Committee in accordance with Article III. In no event shall any mail box or receptacle be constructed of shiny metal or otherwise be out of harmony with improvements constructed on the Properties.

Section 16. CHIMNEYS

No chimney shall be erected, placed or maintained upon any residence constructed on a Lot within the Properties except masonry chimneys or when framed in by wood in the case of metal chimneys. Design and materials for chimney construction must also be approved in accordance with Article III.

Section 17. DWELLING COST, SIZE AND COLOR

All multi-story dwellings shall have 1,600 square feet of enclosed living space (Ranch Style homes must have 1,500 sq. ft. minimum "footprint") excluding the garage. A two car minimum garage is mandatory. The enclosed living space shall either be natural wood or an approved equal finish. The enclosed living space shall be either completely finished or have adequate curtains or drapes installed to obstruct visibility from the street and neighboring lots.

Exterior finishes shall be natural wood or an approved equal finish. Exterior colors shall be restricted to soft "earth tones" and be approved by the Architectural Control Committee prior to application. T-1 11 or similar single application sheeting shall be allowed. Roof materials and colors shall likewise be approved by the Architectural Control Committee prior to application.

Any alterations to approved colors or materials of any surface of approved building or fence must likewise be approved.

Section 18. PERMANENT, DETACHED STRUCTURES

With the approval of the Architectural Control Committee, permanent, detached structures no greater than fourteen feet (14') by ten feet (10') and fifteen feet (15') in height may be constructed on a lot. Similar siding to that of the dwelling must be used. The Architectural Control Committee may set other criteria on such structures so that the structures are properly located on the lot; and finished so as to blend into the surroundings as much as possible. In no case shall metal, aluminum or similar such structures be approved.

Section 19. PERSONAL LIABILITY

No member of the Architectural Control Committee is personally liable for action or inaction while serving as a member of the Committee on Committee business, except for intentional misconduct or unlawful or fraudulent behavior. The Architectural Control Committee shall be empowered to waive specific requirements.

Section 20. SEWAGE DISPOSAL

All on-site sewage systems shall conform to the Anchorage Municipal Code. Lot Owners shall comply with all Federal State and Municipal requirements as to the upkeep, maintenance, repair and alteration of on-site sewage systems.

Section 21. RE-SUBDIVISION

No lot shall be re-subdivided.

Section 22. DRIVEWAY PAVING AND LOCATION OF UTILITIES

The excavation for septic systems, water lines, etc., shall be located so as not to open up visibility between houses or the roadway. Water, gas, electric and future utility installations shall be underground and located within the approved construction limits or existing cleared areas. Driveways shall be paved by owners.

ARTICLE V

GENERAL PROVISIONS

Section 1. TERMS

These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. An instrument signed by the owners of a majority of the lots which is recorded will act to change said covenants in whole or in part. The purchase of any lot in this subdivision shall constitute an agreement on the part of such purchaser to be bound by these protective covenants in their entirety and to abide by the same.

Section 2. ENFORCEMENT AND PENALTY

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said covenants by the Architectural Control Committee, or any affected persons including any owner, either to restrain violation or to recover damages. Failure

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by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

No construction shall begin until the Architectural Control Committee has approved the proposed construction. A penalty of One Hundred Fifty Dollars (\$150.00) per day may be assessed for unapproved construction. Each penalty shall be adjusted upward by the amount of the Federal Consumer Price Index for Anchorage. Such adjustment shall take place annually on a date set by the Architectural Control Committee. These funds shall be kept in a separate account and used for the enforcement of these covenants.

Section 3. SEVERABILITY

Invalidation of any one of these covenants by a judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ATTEST:

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, in witness thereof have hereunto set our hands and seals this 2ND day of January, 1994.

Lee Stafford
Carriage Estates, Inc.
Lee Stafford, Vice President



STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 2nd day of January, 1994 before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared and acknowledged to me that he executed the same freely and voluntarily for the intents and purposes herein contained.

WITNESS my hand and official seal the day and year in this certificate first written.

Leonard H. Gross

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
My Commission Expires: 10/8/96

94- 056382
39.00

ANCHORAGE REC. DISTRICT
REQUESTED BY TransAlaska
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This instrument is being recorded by TransAlaska Title Insurance Agency, Inc., as an accommodation only. It has not been examined as to its effect, if any, on the title of the estate herein