



2006-005066-0

Recording Dist: 309 - Homer

10/31/2006 12:40 PM Pages: 1 of 78

A
L
A
S
K
A



MASTER DECLARATION

CC

AND OTHER GOVERNING DOCUMENTS

STREAM HILL PARK SUBDIVISION

Return to: Devony Lehner of
Thomas M. Taffe
PO Box 356
Homer, AK 99603

CA

A
L
A
S
K
A

2015-001644-0

Recording District 309 Homer

06/05/2015 02:39 PM Page 1 of 77



MASTER DECLARATION
AND OTHER GOVERNING DOCUMENTS
STREAM HILL PARK SUBDIVISION

May 16, 2015

Amends Original Document:

2006-005066-0

Recording District: 309-Homer

10/31/2006 12:40 PM

Return to:

Stream Hill Park HOA

PO Box 3032

Homer, AK 99603

TABLE OF CONTENTS

Master Declaration

I.	Limited Liability Expense Planned Community	3
II.	Organization of Homeowners Association	7
III.	Homeowners Association Bylaws	10
IV.	Covenants, Conditions, and Restrictions	12
V.	Architectural Review Committee	21
VI.	Design Guidelines	24
VII.	General Provisions	40
VIII.	Appendix One (Definitions)	41
IX.	Signature Page	44
X.	Exhibit List	45



MASTER DECLARATION

PURPOSE

This Declaration and the other governing documents are intended to create a community of common interests governed by good design, common sense, and consensus. These documents are not intended to create oppressive oversight or control over the homeowners or individuals who live in the subdivision. Insofar as any of those who will later administer these declarations ignore or under represent any of these goals, they are not serving the purpose intended here.

GOVERNING DOCUMENTS

The "Master Declaration" document is one of six documents governing the Stream Hill Park Subdivision and related Homeowners Association. The "Master Declaration," the "Organization of Homeowners Association" document, the "Homeowners Association Bylaws," the "Covenants, Conditions, and Restrictions" document, the "Architectural Review Committee" document, and the "Design Manual" will, when considered together, govern the business of the Stream Hill Park Subdivision and related Homeowners Association.

I. LIMITED LIABILITY EXPENSE PLANNED COMMUNITY

1. Name. The name of the common interest community is Stream Hill Park (SHP).
2. Type of Community. Stream Hill Park is a limited liability expense planned community of the type referred to in Alaska Statute 34.08.030.
3. Declarants. The Declarants of this Master Declaration and the developers of the Stream Hill Park Subdivision are Thomas M. Taffe and Devony Lehner Taffe.
4. Development Rights. Stream Hill Park is not subject to future development rights.
5. Homeowners' Association. The name of the homeowners' association associated with Stream Hill Park shall be the Stream Hill Park Homeowners Association.
6. Common Expense Liability Limit. Initially, the annual average common expense liability of all lots restricted to residential purposes, exclusive of optional user fees and any insurance premiums paid by the association, will not exceed \$181.00, or \$15.10 a month. (\$100 in 1986 dollars as adjusted under Alaska Statute 34.08.820 by the cumulative national inflation rate from 1985 to 2005). This maximum can only be increased once a year by the percentage amount of the



national inflation rate for the previous year and subject to the limitations of A.S. 34.08.820. Furthermore, the Homeowners Association may collect less than the maximum.

7. Maximum Annual Assessment. Initially, the maximum annual assessment on a residential lot will not exceed \$545.00, or \$45.00 a month. (\$300 in 1986 dollars as adjusted under Alaska Statute 34.08.820 by the cumulative national inflation rate from 1986 to 2005). This maximum can only be increased once a year by the percentage amount of the national inflation rate for the previous year and subject to the limitations of A.S. 34.08.820. Furthermore, the Homeowners Association may collect less than the maximum.

8. Recording District. The recording district in which the common interest community is situated is the Homer Recording District.

9. Real Estate. See Exhibit 1 for an air photo (prior to development) of the real estate comprising the residential lots, the commonly owned park tracts included in the Subdivision, and the adjacent land owned by the Declarants.

10. Boundaries of Residential Units. See Exhibit 2 for a post development representation of the Subdivision showing the boundaries of each residential lot created by the declaration and the identifying number of the lot.

11. Common Interest Elements. See Exhibit 3 for a graphic overview of the tracts comprising the common interest elements, their relationship to the residential lots, and their relationship to the adjacent tracts owned by the Declarants that are not included in the Subdivision.

12. Tract Uses

- Tract A (Hiking Trails) Hikers only.
- Tract B (Wildlife Corridor and Hiking Trails) Dogs and hikers allowed.
- Tract C Hikers only.
- Tract D (Hiking and Walking) Walkers and hikers. Dogs on a leash.
- Tract E Dogs and walkers.
- Tract H (Not Included in subdivision) Easements: hikers, walkers, and dogs.
- Tract G (Drainage) Walkers and dogs.
- Tract F (Not Included in subdivision) Easements: horses, hikers, walkers, and dogs.
- Tract I (Drainage) Walkers

13. Phase One Enlargement. See Exhibit 4, which is an enlargement of the Phase One lots showing dimensions, square footage, and pricing categories.



14. Phase One Plat Map. See Exhibit 5, which is a copy of the final plat map recorded by the Declarants with respect to Phase One of the Subdivision.
15. Topographical Information. See Exhibit 6, which is a graphic representation of the topography of the Subdivision (and Declarants' adjacent property). See also Exhibit 7, which is a close-up graphic representation of the topography of Phase One of the Subdivision.
16. Site Plan. See Exhibit 8, which is an example of a site plan map.
17. Maximum Number of Residential lots. Declarants have created 72 residential lots, which will be sold in three phases. This is the maximum number of residential lots that can be included in the Subdivision.
18. Adding Additional Real Estate. The Association may amend this Declaration at any time for the purpose of adding additional real estate to the planned community. The Association may add real estate (or other property rights, such as easements) to the planned community, but cannot increase the number of residential lots beyond 72.
19. Allocation of Interests. The formula used to establish allocations of interests will be $1/x$ where x is the total number of lots (72) comprising the residential portion of the planned community. The owners of each residential lot in the planned community are entitled to that fraction or percentage of a portion of the votes in the Association and are encumbered with that same fraction or percentage of the common expenses. If a lot owner owns more than one lot, then he or she is entitled to an additional vote, obligation, and interest for each additional lot. A homeowner may choose to combine two or more contiguous lots into one, which will reduce his/her voting rights and obligation for liabilities to that of a single lot. If a lot is withdrawn from the community, all shares and interests will be immediately adjusted to reflect the withdrawal.
20. Easements and Licenses. The recorded easements and licenses appurtenant to or included in the common interest community, or to which any portion of the common interest community is or may become subject by virtue of a reservation in the declaration, include:
- a) Historical easements and water rights. (See Exhibit 9, Certificate to Plat.)
 - b) City of Homer road maintenance easements. (See Exhibit 4, Phase One Plat Map.)
 - c) City of Homer culvert maintenance easements. (See Exhibit 10, example draft of a culvert maintenance easement agreement with the City of Homer.)
 - d) Homer Electric Association Utility easements. (See Exhibit 4, Phase One Plat Map.)
 - e) ACS easements. (See Exhibit 4, Phase One Plat Map, notes.)



- f) GCI easements. (See Exhibit 4, Phase One Plat Map, notes.)
- g) *Deleted.*
- h) Trail easements. Trail and conservation easements will be recorded by Declarants using their best judgment (on behalf of the Homeowners Association).
- i) *Deleted.*
- j) *Deleted.*
- k) Subdivision Agreement. City of Homer Subdivision Agreement with Declarants.

AMENDMENTS

21. Amendments. Any portion of this Declaration may be amended- Amendments must be proposed by a member of the Board of the Homeowners Association and ratified by a two-thirds vote of the residential lot owners (ultimately, 48 out of 72). This Master Declaration may be amended at any time and from time to time by recording an instrument executed by the lot owners holding not less than two-thirds (2/3) of the voting interest of the membership, provided that for as long as Declarants offer residential lots for sale, no amendment will be effective without Declarants' express written consent.



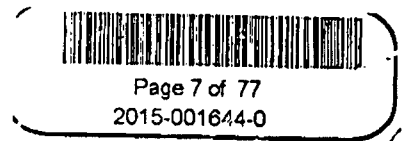
II. ORGANIZATION OF HOMEOWNERS ASSOCIATIONS

GOVERNING DOCUMENTS

The "Organization of Homeowners Association" document is one of six documents governing the Stream Hill Park Subdivision and related Homeowners Association. The "Master Declaration," the "Organization of Homeowners Association" document, the "Homeowners Association Bylaws," the "Architectural Review Committee" document, the "Design Manual," and the "Covenants, Conditions, and Restrictions" document, will, when considered together, govern the business of the Stream Hill Park Subdivision and related Homeowners Association.

PLAN OF ORGANIZATION

1. Homeowners Association. An association of residential lot owners will be organized no later than the date on which the first lot in the common interest community is conveyed.
2. Membership. The membership of the association shall consist of all residential lot owners or, following termination of the common interest community, all former lot owners entitled to distributions of proceeds or their heirs, successors, or assigns.
3. Alaska Nonprofit Corporation. The Homeowners Association will be an Alaska Nonprofit corporation.
4. Upkeep of Common Interest Community. If a residential lot owner inflicts negligent or reckless damage on any of the commonly owned property, that lot owner is responsible for the damage. Otherwise, the Homeowners Association will be responsible for the maintenance, repair, and replacement of the common elements.
5. Declarants' Tort and Contract Liability. Neither the Homeowners Association nor any lot owners other than Declarants are liable for the torts of the Declarants.
6. Association Tort and Contract Liability. An action alleging a wrong done by the Homeowners Association must be brought against the Homeowners Association and not against a lot owner.
7. Insurance. Commencing not later than the first conveyance of a lot to a person other than Declarants, the Association shall maintain, to the extent reasonably available:
 - a) Liability Insurance in an amount determined by the Board but not less than



\$1,000,000, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common elements.

b) Property Insurance on the common elements insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles must be not less than 100 percent of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date.

8. Insurance Not Available. If the insurance described in (a) and (b) of this section is not reasonably available, the Association promptly shall cause notice of the fact to be hand-delivered or sent prepaid by United States mail to each residential lot owner.

9. Surplus Funds. Surplus funds of the Association remaining after payment of or provision for common expenses and prepayment of reserves must be paid to the lot owners in proportion to common expense liabilities or credited to them to reduce future common expense assessments.

10. Assessments for Common Expenses.

a) Until the Homeowners Association makes a common expense assessment, Declarants shall pay all common expenses. After the Association has made its first assessment, assessments must be made at least annually, based on a budget adopted at least annually by the Association.

b) Except for assessments described below, all common expenses must be assessed against each residential lot in accordance with the allocations set out in the Master Declaration. A past due common expense assessment or an installment of the assessment bears interest at the rate of 10 percent per year.

To the extent required by the declaration:

1. A common expense associated with the maintenance, repair, or replacement of a limited common element must be assessed against each residential lot in the proportion provided by the declaration.
2. A common expense portion of the common expense benefiting fewer than all of the residential lots must be assessed exclusively against the residential lots actually benefiting.
3. Costs of insurance must be assessed in proportion to risk.



4. An assessment to pay a judgment against the Association can be made only against the lots in the common interest community at the time the judgment was entered, in proportion to their common expense liabilities.
5. If a common expense is caused by the misconduct of a lot owner, the Association may assess that expense exclusively against the lot.
6. If common expense liabilities are reallocated, common expense assessments and any installment of the assessment not yet due must be recalculated in accordance with the reallocated common expense liabilities.



III. HOMEOWNERS ASSOCIATION BYLAWS

GOVERNING DOCUMENTS

The "Homeowners Association Bylaws" document is one of six documents governing the Stream Hill Park Subdivision and related Homeowners Association. The "Master Declaration," the "Organization of Homeowners Association" document, the "Homeowners Association Bylaws," the "Covenants, Conditions, and Restrictions" document, the "Architectural Review Committee" document, and the "Design Manual" will, when considered together, govern the business of the Stream Hill Park Subdivision and related Homeowners Association.

BOARD OF DIRECTORS

1. Board of Directors. The Board of Directors will manage the affairs and property of the Homeowners Association. The Board of the Homeowners Association will have at least three members elected from the membership with each to serve a term of one year.
2. Board of Directors and Officers act as Fiduciaries. Except as limited in the Master Declaration and the Association Bylaws, the Board may act in all instances on behalf of the Association. In the performance of their duties, the officers and members of the Board of Directors are required to exercise the care required of fiduciaries of the lot owners.
3. No Delegation of Fiduciary Duty. Although the Board may hire a professional manager to direct the business of the Association, the Board of Directors of the Association may not delegate their fiduciary duties to the manager.
4. *Deleted.*
5. Officers. The Board will elect the officers of the Association to consist of no less than a President, Treasurer, and Secretary, each serving a term of one year.
6. Vacancies. Vacancies in the Board of Directors will be filled for the remainder of the term by a majority vote of the membership. Similarly, vacancies in one of the Association offices (President, Treasurer, and Secretary) will be filled for the remaining term by majority vote of the Board.
7. Beginning Date of Term of Office. The Board and officers of the Association take office upon election.



8. Removal of a Board Member. Following notice, a two-thirds vote of the members at a meeting at which a quorum is present, may remove a member of the Board with or without cause.

DECLARANTS' PERIOD OF CONTROL

- 9. *Deleted.*
- 10. *Deleted.*
- 11. *Deleted.*
- 12. *Deleted.*

LOT OWNERS' ACCEPTANCE OF CONTROL

- 13. *Deleted.*
- 14. *Deleted.*
- 15. *Deleted.*

AMENDMENTS

16. Amendments. The Association President may prepare, execute, certify, and record amendments to any portion of these Bylaws on behalf of the Association. The amendments may address any issue or matter or take any action the Association considers necessary and appropriate. Amendments must be proposed by a member of the Board and ratified by a two-thirds vote of the residential lot owners (ultimately, 48 out of 72). However, for as long as Declarants offer residential lots for sale, no amendment will be effective without Declarants, express written consent.



IV. COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, herein set forth by Thomas M. Taffe and Devony Lehner Taffe, hereinafter referred to as "Declarants," is made on September 21, 2006.

GOVERNING DOCUMENTS

The "Covenants, Conditions, and Restrictions" document is one of six documents governing the Stream Hill Park Subdivision and related Homeowners Association. The "Master Declaration," the "Organization of Homeowners Association" document, the "Homeowners Association Bylaws," the "Architectural Review Committee" document, the "Covenants, Conditions, and Restrictions" document, and the "Design Manual" will, when considered together, govern the business of the Stream Hill Park Subdivision and related Homeowners Association.

COVENANTS

1. Authority to Create Covenants. Declarants have the authority to create these covenants because they are the owners in fee simple of certain real property located in the City of Homer, State of Alaska, which is a residential subdivision under the name of Stream Hill Park.
2. Purpose of Covenants. For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots and tracts constituting the subdivision, Declarants hereby declare that all of the real property included in the Stream Hill Park Subdivision and any properties subsequently annexed in accordance with the provisions of this Declaration, shall be held, sold, and conveyed subject to the following 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 of a residential lot.
3. 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 Homer, Alaska, and



comprises all lots, tracts, and easements shown and/or platted within or upon the property described in Exhibits 1,2,3, and 4, attached.

4. Duration. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by Declarants, the Homeowners Association and any residential lot owners of any property subject to this Declaration, and their respective legal representatives, heirs, successors and assigns. These terms shall continue for a term of ten (10) years from the date this Declaration is recorded, after which time they will be automatically extended for successive periods of ten (10) years unless an instrument changing or terminating them, in whole or in part, is created, signed by the then owners of two-thirds (2/3) of the lots, and recorded.

5. Maintenance by Owners. The owner or owners of each residential lot will maintain and repair the homes, outbuildings, and other improvements on each lot. Each and every residential lot owner will also be equally responsible for maintenance of all trail related improvements and greenspace areas on common interest property.

6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat (Exhibit 5). Within these easements, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with installation and maintenance of utilities or that 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 continually by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

GREENSPACE AREAS

7. Restrictions on Use of Greenspace Areas. The restrictions of this Section shall apply to those portions of the Subdivision designated as parks and greenspace areas.

8. Wild Greenspace Areas. Wild greenspace areas are delineated in Exhibit 3. These are open space areas where wildlife habitat, natural aesthetic character, and flood control and drainage functions are particularly critical. Although trails located in wild greenspace areas can be used for walking, hiking, and/or riding, the priority in these areas will be to protect habitat, aesthetic



character, and environmental functions. Boundaries of wild greenspace areas may change over time as the result of changing conditions and variations in the habits of local wildlife.

9. Parks. Parks, which are also delineated in Exhibit 3, are natural open space areas intended for outdoor recreational uses such as walking and hiking. No motorized vehicles will be allowed in parks without written permission from the Homeowners Association Board.

10. *Deleted.*

11. Residential Greenspace Areas. Residential greenspace areas, which are identified as that area within each lot outside of the building envelope, are areas within an individual residential lot that must be managed as natural open space with consideration toward their functions as wildlife habitat, flood control, and drainage, as well as their aesthetic character.

12. Right of Entry into Residential Greenspace Areas. The Association, through their authorized representatives and/or contractors, shall have the right to enter a residential greenspace area by entering and/or crossing (a) privately owned lot(s), upon prior notice to the owner of the private lot(s), in order to check on the integrity of the area.

13. *Deleted.*

14. Inspection. A designated representative or member of the Association will be entitled to conduct monthly visual observation to ascertain if there has been an observable physical disturbance of greenspace areas. The representative or member will immediately report to the Association at the Association's next scheduled meeting. 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.

ENFORCEMENT OF COVENANTS

15. Enforcement. Enforcement against an owner of a residential lot shall be by the Association, first by requesting the lot owner to cease all prohibited activities, to mitigate any damages, and to the extent reasonably practicable, restore the property in question to its condition prior to damages. Should the preceding measures fail, the Association's board of Director's will levy a fine. Violations which are deemed to be more severe will warrant larger fines, up to any amount



deemed "reasonable" for purposes of Alaska Statute 34.08.320(a)(11). Ongoing, recurring or intentional violations will result in progressively severe fines. Minimum fines are \$25; fines are at the discretion of the board. Fines are levied only with the intent to attain compliance, not as a means to raise revenue. If unpaid, all fines will be charged to the offending lot owner(s) as an additional assessment.

16. Violation. Violation or breach of any condition, covenant, or restriction created in this document or any of the other five Project Documents shall give the Homeowners Association and/or residential lot owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with these conditions, covenants, or restrictions and to prevent violation or breach of any of them. Expense of enforcement litigation shall be borne by the then owner or owners of the subject property, provided the legal proceeding results in a finding that the owner in question was in violation of one or more of the covenants, conditions, or restrictions found herein. This will include reasonable attorneys' fees incurred by the party that sought enforcement.

17. Recovery of expenses. If the Homeowners Association has incurred expenses because an individual homeowner violates any of these covenants, conditions, and restrictions, then the Homeowners Association is entitled to recover expenses from the property owner.

ASSESSMENTS

18. Creation of the Lien and Personal Obligation of Assessments. Declarants, for each lot owned within the subdivision, hereby covenant, and the owners of any lots by acceptance of a deed therefore, whether or not it shall be expressed in such deed, are deemed to covenant and agree to pay to the Homeowners Association: (1) monthly assessments or charges and (2) special assessments, such assessments to be established and collected as hereinafter provided. Monthly and special assessments, together with late fees, 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 late fees, costs, and reasonable attorney's fees, shall also be the personal obligation of any person who was the owner (in whole or in part) of such property at the time the assessment fell due. Personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.



19. Assessments against Declarants. Declarants shall not pay any assessment on a lot until such time as they sell said lot to a third party.

20. Purpose of Maintenance Assessment. Monthly and special maintenance assessments levied by the Association shall be used for maintenance of common needs as determined by the Association.

21. Purpose of Architectural Review Committee Assessments. If a lot owner has (1) hired an approved builder and (2) provided design plans that clearly conform to the requirements of the Design Guidelines and other project documents, no fee will be collected. When necessary, a fee of up to \$1,500 shall be collected for having an engineer and/or an architect review building plans, develop renderings, and make recommendations.

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

23. 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 Declarants 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. 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.

24. Effect of Nonpayment of Assessments. Any assessment that is not paid on the date when due shall become delinquent and shall become, together with late fees and cost of collection, a continuing lien upon such lot, binding upon the then owner, his heirs, devisee, successors and assigns.

25. Remedies of the Association. If the assessment is not paid within thirty (30) days after the due date the owner shall incur a \$50 late fee for each month or portion of a month thereafter that

the assessment remains delinquent, 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 all costs associated with collecting or enforcing payment of the assessment, including attorney's fees, shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of their lot.

26. 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 that 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.

27. Declarants' Responsibility for Costs. Declarants, for as long as they offer residential lots for sale, shall be required to contribute such sums as may be needed in addition to the contributions of the other lot owners for the Association to maintain parks, wild greenspace areas, and equestrian greenspace areas as provided in this Declaration. In no event, however, shall Declarants be required to contribute an amount exceeding the amount that would have been duly assessed for the lots held by Declarants had those lots been sold to third parties.

USES AND RESTRICTIONS

28. Residential Lot Uses. The property subject to these covenants and restrictions shall be used for single-family residential living units. Mother-in-law living spaces (e.g., over garages) may be built if approved by the Architectural Review Committee. Duplexes are allowed on some lots if (a) the improvements have the appearance of a single house and (b) if the planned duplex is pre-approved by the Architectural Review Committee.

29. Home Offices. Home offices and home occupations consistent with Homer City Code are allowed. One small sign no larger than 4 square feet on the owner's lot and approved by the Architectural Review Committee may identify a home office or occupation. No retail, wholesale, manufacture, or resale business may be established without prior approval by the Architectural Review Committee.

30. Deleted.

31. Building Sites. Given the aesthetic richness of the Stream Hill Park area, all construction sites must be carefully located. The general philosophy is that all structures should be logically located and appropriate to each unique lot, landscape, terrain, natural environment, and surrounding land use, including neighborhood viewsheds. To help produce this result, the Architectural Review Committee will review and approve all site plans and driveway plans.
32. Setbacks. Setbacks will conform to City of Homer codes.
33. Erosion and Drainage Control. As a condition for approval by the Architectural Review Committee, all residential lot development proposals must include an erosion and drainage control plan.
34. Disturbance of Trees. Construction projects will minimize disturbance of trees to the maximum extent reasonable.
35. Clearing and Grubbing. Preparation of land for construction, including clearing and grubbing, will not begin until the Architectural Review Committee has approved plans for the proposed construction.
36. Building Construction. Homes within Stream Hill Park should be of very good quality and meet reasonable aesthetic standards. All homes shall either meet or exceed Alaska Housing Finance Corporation (AHFC) inspection requirements for new construction. Owners will provide the Architectural Review Committee a copy of the completed PUR 102 – “Summary of Building Inspections” form completed by an AHFC authorized inspector. Energy efficiency is also highly encouraged, thus homes are encouraged to meet standards for 5-star-plus or higher energy ratings. The Architectural Review Committee shall determine aesthetic standards. All building construction must conform to City of Homer codes.
37. Occupancy. No residence shall be occupied prior to becoming an inhabitable structure, as per City of Homer standards.
38. Utilities. All utilities shall be installed underground.
39. Animals. No livestock or poultry are permitted in Stream Hill Park Subdivision.
40. Pets. Any pets kept by a lot owner or his/her guest shall be prohibited from running loose or roaming beyond the boundaries of the owner's lot unless under the direct control of the owner or another responsible person. Direct control may be exercised through use of a leash or similar restraint. No vicious animals shall be kept on any lot. No continuously noisy animals (e.g., dogs

that bark continuously for extended periods) shall be kept on any lot. Any holding areas for pets shall be set back from creek or drainage easements and outside of residential greenspace areas.

41. Prohibited Activities. Any noisy, noxious, offensive, or environmentally detrimental usage of lots is prohibited. No activities shall be carried out upon any lot, nor shall anything be done thereon, that may be or may become an annoyance or nuisance to the neighborhood as determined by at least one fourth of lot owners. Determinations by one fourth of the owners may be appealed to the Board of the Homeowners Association.

42. Signage. No sign of any kind shall be displayed to the public view on any lot except a sign of not more than four square feet (1) advertising the property for sale or rent, (2) identifying a home office or occupation, and/or (3) supporting a candidate for public office.

43. Mining operations: Mining operations shall be prohibited on any lot.

44. Motorized vehicles. No snow machines, four wheelers, or any other similar motorized vehicles may be operated in any parks, greenspace areas, or other commonly owned space, without prior approval from the Board of the Homeowners Association.

45. 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 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.

46. Incinerators. Yard incinerators for the disposal or burning of trash or yard wastes are not permitted.

47. Fences. Only 2-rail, wood split rail fences approximately 4 ft in height are allowed without a variance approved by the Architectural Review Committee. Galvanized wire mesh may be attached to the inside surface of split rail fences to contain pets or children.

48. Landscaping. Each owner covenants to maintain landscaping in a diligent and reasonable manner. No owner shall permit his or her lot or landscaping improvements to become unsightly.

49. Mailboxes and Newspaper Boxes. Mailboxes and newspaper boxes must be kept attractive and in good repair.

50. Antennas. No short wave antennas or any unusually large antennas of any type are permitted upon any lot without written approval of the ARC. Television or internet receivers with a



circumference of 36 inches or less in size are allowed, but larger sizes require the approval by the Architectural Review Committee.

51. Tanks. No tanks of any kind shall be erected, placed, or permitted upon any lot without written approval of the ARC. All fuel tanks will be placed on a rubber lined concrete pad having a lip high enough to prevent spilled fuel from overflowing onto the ground. In addition, tanks shall be strapped down with chains or strapping strong enough to withstand a severe earthquake without breaking.

52. *Deleted.*

AMENDMENTS

53. Amendments. These covenants, conditions, and restrictions may be amended at any time and from time to time by recording an instrument executed by the lot owners holding not less than two-thirds (2/3) of the voting interest of the membership, provided that for as long as Declarants offer residential lots for sale, no amendment will be effective without Declarants, express written consent.



V. ARCHITECTURAL REVIEW COMMITTEE (ARC)

GOVERNING DOCUMENTS

The "Architectural Review Committee" document is one of six documents governing the Stream Hill Park Subdivision and related Homeowners Association. The "Master Declaration," the "Organization of Homeowners Association" document, the "Homeowners Association Bylaws," the "Covenants, Conditions, and Restrictions" document, the "Architectural Review Committee" document, and the "Design Manual" will, when considered together, govern the business of the Stream Hill Park Subdivision and related Homeowners Association.

1. Architectural Control. To preserve the beauty, quality, safety, and value of Stream Hill Park Subdivision, an Architectural Review Committee (ARC) shall be established. The purpose of the ARC is to review and approve design, construction, and site plans for all new construction in Stream Hill Park, as well as plans for subsequent significant alterations to buildings and landscaping. The ARC shall insure that all developments are consistent in quality and beauty. It shall further insure that proposed construction will not degrade conditions of nearby parks or greenspace areas.

2. Philosophy of Architectural Review Committee. The ARC shall follow the philosophy that:

- a) Buildings and driveways shall be logically sited.
- b) Sites must be appropriate to each unique lot, landscape, terrain, natural environment, and surrounding land uses, including neighborhood viewsheds.
- c) Construction shall be of good quality and be aesthetically pleasing.

3. Building Quality. The ARC shall require that all homes either meet or exceed Alaska Housing Finance Corporation (AHFC) Form PUR 102 inspection requirements for new home construction.

4. Landscaping and Tree Cutting. Landscaping will showcase the natural beauty of Stream Hill Park. Therefore, wherever possible, trees and natural vegetation shall be promoted as the preferred landscaping motif on all lots. Felling of trees larger than 2 inches in diameter shall be prohibited without prior written approval from the ARC. Tree cutting is prohibited in greenspace areas except as recommended by a professional arborist to promote forest health and to prevent spruce trees from overtopping and outcompeting birch trees. Landscaping and construction will



incorporate best management practices for minimizing sedimentation, erosion, mud, and dust. Wetlands, creeks, and drainages will be conserved in natural condition.

5. Plans and Approval Required. All plans and materials for new construction and landscaping, for exterior modifications to existing buildings, or for major relandscaping must be submitted to and approved by the ARC before such activities can begin.

6. Membership of Architectural Review Committee. The Association Board shall select ARC members.

7. Consultant. An engineer and/or architect will be consulted as needed (in the judgment of the ARC).

8. Review Authority. The Architectural Review Committee will review plans and specifications for all proposed construction and major landscaping.

9. Review of New Construction. Applicants for design approval of new construction will submit to the ARC a conceptual or preliminary site layout.

10. Review of Proposed Modifications. Depending on the nature and scope of proposed modifications, the ARC may require applicants to submit all of the plans required for new construction or, alternatively, a substantially reduced list of exhibits. Applicants should request an initial meeting to determine the amount of detail that the ARC will require to review a proposed modification. Applicants should be reminded that they must secure all necessary governmental permits and be aware of restrictions concerning wetlands, streams, drainages, and easements.

11. Construction Plans. Unless otherwise determined through a preliminary meeting, a request for plan review by the ARC should be accompanied by the following plans:

a) Floor Plan. Plan view of project including decks, patios, stoops, and retaining walls, trash enclosures, outbuildings, and screening for same.

b) Elevations. Front, rear, and side elevation drawings showing final exterior dimensions, including maximum height of all structures.

c) Rendering. Plans must include a three-dimensional rendering of the proposed construction unless the ARC waives this requirement.

d) Other. Such other information, data, and drawings as may be reasonably requested including, without limitation, drainage plan, exterior lighting plan, satellite dish placement, landscaping, and other features.

12. Review Criteria, Recommendations, and Variances. While design guidelines are intended to provide a framework for construction and modifications, they are not all-inclusive. In the review process, the ARC may consider the quality of workmanship and design, compatibility of design to existing structures, location in relation to surrounding structures and terrain or landscape features, impact on parks and greenspace areas, and finished grade elevations, among other things. Review decisions may be based on purely aesthetic considerations. Variances from design guidelines may be granted where circumstances warrant. Such circumstances may include, but are not limited to, topography, natural obstructions, environmental considerations, or hardship. No obstructions, environmental considerations, or hardships obligate the ARC to approve any deviations from design guidelines. No waiver shall be effective unless in writing and signed by at least two members of the ARC.

13. Governmental Agency Approval. The review and approval plans and specifications shall not be a substitute for compliance with all permitting and approval requirements of the City of Homer or other governmental authorities. Applicants are responsible to obtain all necessary permits and approvals, including permits necessary to work in or alter residential greenspace areas. If any governmental agency having authority and jurisdiction requires that changes be made to final construction plans previously approved by the ARC, Applicant must notify the ARC of such changes and receive approval from the ARC prior to implementing such changes.



VI. DESIGN GUIDELINES

DESIGN PHILOSOPHY

1. Design Philosophy. The design philosophy of Stream Hill Park recognizes the importance of maintaining a harmonious relationship between structures and the landscape. Design guidelines are intended to promote this harmonious relationship so that attractive and functional qualities of home sites are not compromised during development. Specific design objectives include:

- a) Built elements should be compatible with the site's natural character.
- b) The siting, scale, height, and arrangement of structures should be compatible with the natural character of the property and the lot's location relative to other properties.
- c) Greenspace and native landscapes should flow seamlessly throughout lots and between neighborhoods. Site planning should preserve areas of native plants and restore disturbed areas with similar species.
- d) Development should strive to protect each resident's enjoyment of the site's natural values, including views, privacy, solar access, quiet, serenity, nighttime darkness, and visual integrity.
- e) Development should also respect other owners' enjoyment of greenspace areas.
- f) Site planning should minimize visual impacts of boats, recreational vehicles, and all-terrain vehicles such as four-wheelers and snowmachines.
- g) Site planning should contribute to the formation of a cohesive community where resources are shared, enjoyed, and protected.

SITE DESIGN GUIDELINES

2. Site Design Guidelines. The Site Design Guidelines apply to the siting of and relationships between residences, accessory structures, and landscape elements.

3. Building Envelope and Setbacks. Building Envelopes have been established for each lot in Stream Hill Park and are incorporated in these guidelines by reference. A sample Building Envelope is provided in Exhibit 8. All structural improvements, including residences, garages, and accessory structures such as studios or workshops, must be placed within the approved



Building Envelope. The ARC may allow landscape features such as patios, pergolas, walls, and trellises to extend beyond the approved Building Envelope so long as these do not create additional visual impact from neighboring properties, reduce privacy of neighboring properties. Under no circumstances shall improvements be placed on any lot in violation of setback limits established by the City of Homer.

4. Building Envelope Changes. The ARC may, at its sole discretion, consider and approve written applications from the owner to modify the approved Building Envelope. The Envelope may be modified where an owner demonstrates a compelling hardship associated with or an inherent problem in the original layout of the Building Envelope. If the ARC determines that a request for Envelope modification may have merit, the applicant will be responsible for supporting the request graphically and in writing at the time of plan review. The ARC may consider among other factors the degree to which the proposed modification would allow residential design to more fully comply with design guideline goals. Owners of lots within 100 feet of the lot under review for Building Envelope modification shall be given reasonable notice of any such proposed modification prior to ARC consideration (unless the ARC determines that the change is insignificant or that emergency circumstances warrant immediate action). The ARC may consider the concerns of neighboring owners in addition to any other relevant factors in reaching its decision.

5. Solar Access. Siting, height, and massing of residences and other structures shall consider, and take all reasonable steps to preserve, solar access of neighboring lots. The ARC reserves the right to reject any proposed design that it determines may have an unacceptable impact on the solar access of adjacent homes, lots, or common areas.

6. Preservation of Trees and Natural Features. It is each owner's responsibility, through site and construction plan submittals, to identify which natural features, including mature trees, can be preserved and how preservation will be accomplished. The ARC may determine that additional features require protection and/or that additional steps are needed to successfully protect identified features.

7. Impervious Coverage. Impervious coverage is governed by approved Building Envelopes. The Envelopes establish a limit beyond which development may not occur. They do not, however, establish an automatic right to develop to the boundaries of the Envelope. The ARC



has absolute discretion to determine the extent of impervious coverage in order to protect significant natural features or otherwise ensure compliance with the design philosophy.

8. Foundation Height. To the maximum extent feasible, foundations for residences and other improvements shall conform to the natural topography of the lot. Foundation height should be kept to a minimum and conform to natural topography. On hillside lots, foundations should be "stepped" into the slope so the residence does not "float" above the natural grade. High cutbanks or retaining walls, and large downhill cantilevers and/or overhanging areas supported by posts or columns, should be avoided. Exposed foundations and understructures should be minimized. The ARC will address hillside development on a case-by-case basis with the goals of minimizing foundation height, exposed foundations, and excessive excavation.

9. Patios, Decking, and Terraces. Patios, decks, covered porches, and terraces are encouraged as design elements to integrate residences into the surrounding landscape. These should be designed and located to respect the privacy of adjacent lots and be constructed of wood, natural stone, concrete, or cast earth materials. Designs, materials, and construction of decks and porches shall be consistent with those of the residence. The structural framework of decks and porches should not be highly visible from adjacent properties. The ARC has the discretion to deny or modify any proposed deck, patio, porch, terrace, and/or railing.

10. Low Walls, and Fences. Sections of low wall constructed of wood or stone may be used as a means of defining patios, terraces, and courtyards. Walls may be used to complement and enhance the design of the home and landscaping but shall not be used to define the perimeter of a lot nor otherwise create a hard boundary. The objective is to create an impression of natural material connecting the residence to the landscape. Walls should generally be seat height (1 to 2 ft tall) although the ARC may approve higher wall portions if these are used as an effective design element.

11. Gates. Gates shall be composed of materials consistent with the design theme of the residence and landscaping.

12. Fences. Fences must consist of 2-rail, wood split rail fencing approximately 4 ft in height. Galvanized wire mesh may be attached to the inside surface of split rail fencing where necessary to contain pets or children. Fencing may not be used to create animal runs.

13. Garages and Parking Spaces. Garages shall be subsidiary to the residence in visual impact. Garages of three or more bays, or with bays of excessive size, are prohibited. Where possible,



garage entrances shall be oriented at an angle to the street and driveway to lessen the visual impact of garage doors. Garage doors shall reflect a style consistent with the overall design theme of the residence and shall be constructed with the same quality and materials. Additional parking spaces may be incorporated in the site plan. Carports are not allowed without ARC approval. Recreational vehicle parking garages or barns are prohibited without ARC approval.

14. Driveways. Driveways should be located so as to minimize disruption of native vegetation, as well as impacts of vehicle noise and headlights on adjacent properties. Each lot shall have only one point of access onto the street. Recommended driveway locations and access points are illustrated on the Building Envelope map for each lot. Driveways shall intersect streets so as not to interfere with drainage. Owners are responsible for establishing a durable and attractive interface between the driveway and the street and for promptly repairing any damage caused by driveway construction. Alternatively, driveways may be configured with two (2) parallel wheel paths, each approximately 1-3 ft wide, with centers separated by a typical car width. The area between the paths should be planted with low-growing native vegetation. Use of permeable surfaces for driveways, such as geogrid or gravel, are encouraged. Driveway construction and maintenance shall be the responsibility of individual owners.

15. Boats and Recreational Vehicles. One non-commercial boat of up to 24 ft in length may be kept onsite in a neat and tidy condition. However, piles of fishing gear, such as long lines and pots, may not be kept where visible to neighboring lots. One Class C motorhome of up to 26 ft in length may be kept onsite. Class A motorhomes, travel trailers, and other recreational vehicles may be kept onsite for up to 1 month with written approval from the ARC if the majority of surrounding neighbors do not object.

16. Workshops, Studios, Garden Sheds, and Greenhouses. Workshops, studios, garden sheds, and greenhouses are permitted as accessory structures provided they do not create a cluttered appearance, are harmonious elements in the overall arrangement of structures, and are designed and constructed consistent with the design, materials, workmanship, and details of the home. Garden sheds and greenhouses may not create glare, reflection, or other visual annoyance for nearby properties. Location, design, and materials of such accessory structures shall be illustrated in the required site plan. Square footage of such structures shall be included in calculating impervious coverages.



17. Animal Runs. If pets cannot be contained within permitted split rail fencing, animal runs may be permitted if they are effectively incorporated as an attractive element in the design of the home and landscaping and if they cannot be identified as animal runs from adjacent properties. Zip lines are encouraged as runs. Runs must be maintained in a clean and attractive condition. Animal runs shall not be used as holding areas where pets are left for extended periods during day or night,

18. Storage Facilities. Each residence is required to have an area providing adequate storage of items such as garbage and recycling containers, compost, firewood, barbecues, outdoor maintenance equipment, bicycles, etc. Storage area(s) may be either enclosed within the garage, home, or courtyard, or provided in a separate accessory structure or shed. Any such structure shall not create a cluttered appearance and shall be a harmonious element in the overall arrangement of structures on the lot. Any such structure shall be designed consistent with the design, materials, workmanship, and details of the home. The location, design and materials of any separate storage area(s) shall be illustrated as part of the site plan. Square footage of any separate storage areas shall be included in calculating impervious coverage.

19. Service Facilities. Each lot shall have appropriate visual and sound screening for any storage tanks, mechanical equipment, and heating, ventilating and air conditioning equipment ("HVAC"). Screening shall ensure that any such service facilities are concealed from view of neighboring properties and shall be designed as an integral and attractive component of the residence and/or landscaping. Design for screening shall ensure that the area does not draw attention to itself as a "service facility."

20. Hot Tubs. Hot tubs are allowed within the approved Building Envelope but must be substantially concealed from neighboring properties. Hot tubs shall be designed and constructed as an integral component of the residence and landscaping. They should be kept low to the ground, screened by landscaping or architectural features, constructed of natural materials approved for residences, and integrated into the overall design as "outdoor rooms." Siting and design should respect the privacy of other owners. The location, scale, design, top elevation and materials shall be illustrated on the required site plan submittals. Mechanical equipment for hot tubs shall not be audible from neighboring properties.

21. Water Features and Sculpture. Water features are allowed if designed as shallow reflecting pools or "natural" ponds to attract wildlife. They must be level with the ground, modest in scale,



generally consistent with the character of the property, and represent no flood danger to downslope lots or common areas. They shall be edged with native soil or natural rock materials and landscaped primarily with native plants. Water features and any associated mechanical equipment shall not be audible from neighboring properties. Waterfall-type water features are not allowed except in private courtyard areas. Outdoor sculpture shall be restricted to enclosed courtyard areas, screened from view of neighboring properties, unless approved by the ARC as a harmonious component of the residence and landscaping that would not create a visual annoyance for other owners.

22. Play Equipment. Swing sets, basketball hoops, and other outdoor play equipment shall be located where not easily visible to neighbors or from common areas. Basketball hoops and backboards shall be confined to the driveway or parking areas and shall be solidly affixed to the garage, residence, stationary post, or other structure on the lot. Basketball hoops, backboards, and other play equipment shall be of high quality design and construction and must be painted so as to blend with the natural surroundings and/or color of the residence. Brightly colored, reflective or otherwise visually intrusive play equipment is not allowed. Location, scale, materials, and colors of any proposed play equipment must be illustrated on the required site plan and/or landscaping submittals and are subject to the discretion of the ARC.

23. Clotheslines. Clotheslines and drying racks are allowed but shall be located so that drying clothes are substantially screened from view of neighboring properties or common areas. They shall not be allowed if they create an appearance of clutter. Clotheslines shall not exceed 5 ft in height unless the ARC determines that a greater height will be adequately screened from view within a private courtyard area. Location, design, and screening for any clothesline or drying rack shall be subject to the absolute discretion of the ARC. Clothes shall not be left to dry for longer than necessary. The Board may adopt additional policies and guidelines concerning clothes drying.

24. Mailboxes and Newspaper Receptacles. The ARC must approve the design, materials, and location of all individual roadside mailbox and newspaper receptacles.

25. Address Numbers. The ARC may reject any address number monument in the event that it finds the monument has been constructed to an inferior standard or in deviation from required specifications. The proposed location of the address number must be illustrated in the site plan and/or landscaping submittal.



26. Exterior Lighting. Preserving the natural nighttime sky is important, and the ARC has broad authority to limit exterior lighting. Exterior lighting shall be minimal, generally limited to low-wattage, downward pointing walkway lighting. Exterior and interior lighting shall be adequately shielded to avoid becoming a nuisance for other lot owners. Holiday lighting will be permitted but must not be a nuisance for other lot owners.

27. Drainage. The site plan and landscape plan submittals must address and seek to preserve and maintain the natural grade and drainage patterns of the lot to the greatest degree feasible. No owner or contractor shall interfere with or re-direct the natural course of drainage or runoff except as approved by the ARC. Site drainage shall be designed to prevent storm water runoff from impacting adjacent streets and lots. The required site plan submittal shall address how on-site runoff will be effectively managed. Swales designed to manage runoff from driveways and parking areas must ensure adequate biofiltration. Owners are encouraged to incorporate rain gardens, bioswales, and other infiltration areas in landscaping plans, as well as devices for capture, storage and re-use of storm water. Any rain storage devices must be effectively integrated into the overall design of the residence and landscaping and are subject to ARC review and approval.

28. Rough Grading. To the maximum extent feasible, all grading shall conform to the existing natural contours of each lot. For purposes of drainage, grading must slope away from structures on the residential site unless alternative strategies for managing storm water are proposed. Both existing and proposed finished grades must be illustrated on the required site plan and landscape plan submittals. Any proposed berms or other landscape mounds must be consistent with the landform patterns and scale of Stream Hill park and are subject to the absolute discretion of the ARC. The site plan, landscaping plan, and building plan should minimize the need for cut and fill.

29. Barbecues. Barbecues shall be stored out of view of neighboring properties or properly covered when not in use. If visible to other lot owners, barbecue covers must be of a high quality material and color that is non-reflective and blends with the natural surroundings and exterior of the home.

30. Snow Management. Snow management on individual lots is required where it is necessary to avoid damage to persons or property and to assure that transportation can occur with minimal disruption. Owners should plan for snow storage on their lots rather than plowing snow into



subdivision streets. Snow may be stored in parking spaces, landscape areas, and setback areas. Parking areas should be designed so that snow can be easily cleared and eventually removed if necessary. Landscaping areas should be designed to handle snow loading. Roofs should be designed to carry a seasonal maximum snow load and to either shed or accumulate snow as appropriate depending on issues such as the safety of occupants and pedestrians and the degree to which eaves are insulated.

LANDSCAPE GUIDELINES

31. Landscape Design Objectives. Preserving the natural character of the Stream Hill Park landscape is important. The intent of Declarants is to develop the subdivision in a manner that respects and reinforces existing landscape and wildlife patterns. Specific objectives include:

- a) Greenspaces and native landscapes should flow seamlessly around, throughout, and between residential parcels.
- b) Existing trees, shrubs, and grasses are to be preserved wherever possible.
- c) Landscape plantings should reinforce the site's natural patterns wherever possible.
- d) Landscape design, plant selection, and maintenance should minimize fire risk.

32. Landscaping. Landscape design must be considered before building construction. The first step in landscape planning is to identify native landscape areas, typically within setback areas and near transitions to other lots and common areas. These shall be protected during construction and will allow a seamless flow of greenspace and native vegetation patterns between adjacent properties and across the site. Secondly, owners should identify restoration areas. These areas are likely to be impacted during construction but will be restored with predominantly native plants to expand natural vegetation patterns and encourage landscape continuity across property lines. Thirdly, owners should identify residential landscape areas closer to the home and other structures. These may be used to highlight decorative areas, soften or conceal building exteriors, enhance decks and other outdoor rooms, and address fire management issues. Planting densities and relationships in these areas should be compatible with the natural landscape patterns of the site and surrounding areas. Lot owners are encouraged to consult a landscape professional prior to submitting their construction plan.



33. Existing Trees, Plants, and Natural Features. Generally, in areas outside the Building Envelope native vegetation and natural features shall be preserved. However, the ARC may permit construction activities to extend outside of the approved Building Envelope if the overall construction plan preserves an acceptable area of existing vegetation in other locations. Wherever possible, existing plant material and other natural features shall be incorporated into the site plan and landscape plan.

34. Soil Stockpiling and Plant Collecting. Stockpiling of native topsoil for re-use is encouraged as this material contains valuable organic matter. Owners should consult with a landscape professional regarding the viability of using site topsoil for specific plant materials. The construction plan must indicate any location proposed for soil stockpiling. Collecting of native plant material, rocks, or other natural materials from any property other than one's own is strictly prohibited. Parks and greenspace areas are NOT areas for field collecting of plant material, rocks, or other natural materials.

35. *Deleted.*

36. Fire Management. Throughout the design process, owners should give due consideration to the risk of wildfire. The risk of fire cannot be completely eliminated, but it is possible to strike a balance between thoughtfully minimizing fire risks and maintaining natural landscape integrity. The ARC may, but is not required to, review building plan submittals from the standpoint of fire management. Each owner is responsible for understanding fire risks and for taking appropriate steps to reduce potential fire danger consistent with these guidelines and Stream Hill Park philosophy. Landscape planning and maintenance can help protect residences from fire. Fireproof building materials, particularly roofing (e.g., metal) and siding (e.g., Hardieplank), are encouraged. In addition, fireproof decks, patios, and terraces, as well as lawns may provide partial firebreaks. Dead plant debris should not be allowed to accumulate on roofs or in yards. Trees should be planted appropriate distances from structures and well maintained.

37. Turf or Lawn. A zone of grass turf may be incorporated in the residential landscape area to provide a moderate lawn space and to help with fire management. Turf areas should not have a structured rectilinear shape, nor should they require excessive watering or frequent mowing. Lawn areas will be reviewed by the ARC on an individual basis. The ARC shall have authority to deny, further restrict, or allow greater amounts of turf depending on how effectively this area is integrated within the overall site plan.

38. Wildlife Habitat. Stream Hill Park supports a diversity of wildlife, including moose and black bear. Wildlife habitat protection is a goal for Stream Hill Park. Owners must control their pets to protect wildlife and wildlife habitat.

39. Noxious Weed Control, Various noxious weeds can invade landscapes and become highly destructive. Invasive species in the Homer area include orange hawkweed, Canada thistle, bird vetch, and others listed in *Selected Invasive Plants of Alaska* (available in Homer from the USDA Natural Resources Conservation Service or the Homer Soil and Water Conservation District). Each owner is responsible to keep both undeveloped and landscaped areas free of noxious weeds. Failure to keep lots free of noxious weeds may result in the Association taking necessary action to remove such weeds at owner's expense. Except with Board approval, toxic herbicides shall not be used for weed control.

40. Finished Grading. Finished grading shall provide smooth transitions between existing natural contours and altered contours. Drainage shall be directed away from residences and other structures as appropriate and shall not impact adjacent lots, streets, and common areas.

41. Maintenance. Each owner is required to keep landscaping, including all existing and introduced trees, shrubs, ground covers, grasses, irrigation systems, and other landscaping features, attractive, functional, and well-maintained. All dead trees and shrubs shall be removed and promptly replaced.

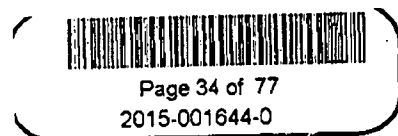
ARCHITECTURAL ZONES

42. Neighborhood Building Zones. The ARC will, from time to time, propose an architectural style in some areas of the Stream Hill Park Subdivision. Although all proposals and styles will be considered for approval, construction plans that adhere to the recommended style will be fast-tracked through the design approval process.

43. Existing Neighborhood Building Zones. In Phase 1 of Stream Hill Park development, neighborhood building zones consist of: Lower Court (lots 1 to 5), Back Court (lots 6 and 7), Upper Court (lots 8 to 11), Streamside 1 (lots 12 to 16), Streamside 2 (lots 17 and 18), Craftsman 1 (lots 19 and 20), Craftsman 2 (lots 21 to 25), and Craftsman 3 (lots 26 to 30). "Craftsman Meadow," which includes all Craftsman zones (lots 19-35, 40, 47) is currently the only zone

with a preferred architectural style. However, all zones have maximum and minimum building heights, footprints, and square footage, as listed below.

Lot Number	Maximum Height (ft) Building Envelope Maps	Minimum Footprint SF	Maximum Footprint SF	Minimum Bldg SF	Maximum Bldg SF	Building Envelope SF per Building Envelope Maps	Building Zone
1	26	500	1500	800	2500	Not listed	Lower Court
2	26	500	1500	800	2500	Not listed	Lower Court
3	26	500	1500	800	2500	Not listed	Lower Court
4	26	500	1500	800	2500	Not listed	Lower Court
5	35	500	1500	800	2500	3500	Lower Court
6	35	500	2500	800	3500	6000	Back Court
7	35	500	2500	800	3500	6000	Back Court
8	35	500	2000	800	3000	4000	Upper Court
9	35	500	2000	800	3000	4000	Upper Court
10	35	500	2000	800	3000	4900	Upper Court
11	35	500	2000	800	3000	5000	Upper Court
12	20/26	500	2000	800	3000	4000	Streamside 1
13	20/30	500	2000	800	3000	3900	Streamside 1
14	20/30	500	2000	800	3000	4000	Streamside 1
15	20/26/34	500	2000	800	3000	4200	Streamside 1
16	26/34	500	2000	800	3000	3750	Streamside 1
17	26/35	500	2500	800	3500	4650	Streamside 2
18	35	500	2500	800	3500	4800	Streamside 2
19	30	500	2000	1000	3000	3400	Craftsman Meadow
20	30	500	2000	1000	3000	3300	Craftsman Meadow
21	35	500	2500	1200	3500	3600	Craftsman Meadow
22	35	500	2500	1200	3500	3000	Craftsman Meadow
23	35	500	2500	1200	3500	2800	Craftsman Meadow
24	35	500	2500	1200	3500	3100	Craftsman Meadow
25	35	500	2500	1200	3500	2700	Craftsman Meadow
26	35	500	2500	1200	3500	3500	Craftsman Meadow
27	35	500	2500	1200	3500	3750	Craftsman Meadow
28	35	500	2500	1200	3500	3750	Craftsman Meadow
29	35	500	2500	1200	3500	3750	Craftsman Meadow
30	35	500	2500	1200	3500	3750	Craftsman Meadow
31	20/30	500	2500	1200	3500	3750	Craftsman Meadow
32	20/30	500	2500	1200	3500	3750	Craftsman Meadow
33	20/30	500	2500	1200	3500	3750	Craftsman Meadow
34	20/30	500	2500	1200	3500	3750	Craftsman Meadow
35	20/30	500	2500	1200	3500	3750	Craftsman Meadow
36	35	500	2500	1200	3500	3850	Unnamed
37	35	500	2500	1200	3500	3850	Unnamed
38	20	500	2500	1200	3500	3850	Unnamed
39	20	500	2500	1200	3500	3850	Unnamed
40	20	500	2500	1200	3500	3850	Craftsman Meadow



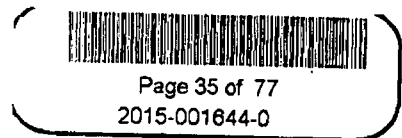
41	20	500	2500	1200	3500	3850	Unnamed
42	20	500	2500	1200	3500	3850	Unnamed
43	20	500	2500	1200	3500	3850	Unnamed
44	20	500	2500	1200	3500	3850	Unnamed
45	35	500	2500	1200	3500	3850	Unnamed
46	35	500	2500	1200	3500	3850	Unnamed
47	35	500	2500	1200	3500	3850	Craftsman Meadow
48	35	500	2500	1200	3500	3850	Unnamed
49	35	500	2500	1200	3500	3850	Unnamed
50	35	500	2500	1200	3500	3850	Unnamed

44. Building Height. Building height limits have been established for each Building Zone to promote residences that are compatible with landscape character and to protect views from neighboring properties. Height limits provide a cap but do not establish an automatic right to build to the maximum height allowed in the zone. Permitted height is subject to the discretion of the ARC and will depend on the overall quality of design relative to these Guidelines. The ARC may allow specific exceptions to the height limit in cases where the proposed height would allow the design to better respond to these Guidelines and would not create significant additional impacts to views or solar access of neighboring lots.

45. *Deleted.*

46. Elegance of Design and Energy Efficiency. Owners are strongly encouraged to invest more resources in the elegance of design, energy efficiency, and detailing of their homes than in maximizing square footage. Generally, homes with smaller floor areas are encouraged to reduce the visual impact of structures. Design quality is the most critical issue, however, as it can make a larger dwelling appear more compact and create a more desirable relationship with the land. On the other hand, a very small home may be acceptable if the scale is not deemed inappropriate for the specific location, the structure has the appearance of a complete residence, and the owner has given significant attention to the design, detailing, and overall quality of the structure. A small home may not be used as a vehicle for avoiding adequate investment in the residence.

47. Maximum and Minimum Square Footage. Neighborhood building zones in Stream Hill Park establish a range of maximum allowable building footprints and total square footage. Footprint area and total square footage shall be measured from outside of exterior wall to outside of exterior wall. In general, larger lots can accommodate greater maximums. It is important to note that guidelines for building footprints and total square footage do not establish a right to construct a residence of maximum allowable size. Building footprint and total square footage



permitted is ultimately a matter of ARC discretion and depends on review of overall home design and other factors described in these Guidelines. Footprint areas and square footage of crawl spaces, garages, and accessory structures are excluded from calculations of maximum allowable house size.

48. Architectural Character. The intent of the Design Guidelines is to allow for flexibility of architectural expression within a general design framework. No specific architectural style is required at stream Hill Park. Instead, particular design themes, approaches, and elements are encouraged. Despite the fairly broad range of architectural responses allowed by this approach, certain styles are considered completely inappropriate, for example, Spanish, Mediterranean, or Southern Plantation. The ARC has discretion to deny other styles it deems inappropriate for the site. Local rural vernacular elements are encouraged, including clean building lines, use of natural building materials (especially wood), low-to-moderately pitched gable or hipped roofs, wide overhanging eaves, covered porches, and clerestory windows. Exterior colors should be drawn from the natural environment of the site, including native plant communities. Though subtle colors are generally encouraged, appropriate palettes may include richer tones consistent with those occurring naturally with the changing seasons.

49. Diversity in Architectural Character. Diversity in architecture can be achieved through use of quality natural building materials, along with complementary colors and forms representative of the architectural heritage of Alaska and neighboring areas of the Pacific Northwest. The goal is to reflect in residential architecture the character of surrounding landscapes and physical environments. Important design elements include orientation of buildings on the site, building structure in relationship to function, harmony with the landscape, building scale (height and massing), appropriateness of construction techniques and materials, and elegance of detail.

50. Preferred Architectural Styles. The Craftsman Meadow neighborhood zone (parcels 19- 35, 40, 47) encompasses the large lower meadow area. This zone is the most visible from East End Road and the rest of the subdivision and is the only zone where a general architectural style is strongly promoted.

CRAFTSMAN MEADOW

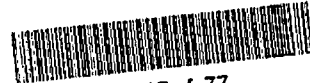


51. Craftsman Meadow. Craftsman Meadow is the public face of Stream Hill Park. Visible from East End Road, the Spit, airport, and many other areas of Homer, homes in this meadow will define a visual style for the subdivision. These homes will convey both the architectural "look" of Stream Hill Park and its aesthetic sensitivity to its natural setting.

52. Neighborhood Face. In addition, craftsman Meadow will be the "neighborhood face" experienced by homes sharing this hillside. Here, greenspace and slope breaks will eventually frame a family of 19 visually related homes (parcels 19-35,40,47). The homes within this group will be visible from one another's windows, often as significant elements in a larger panorama encompassing surrounding greenspace, Beluga Lake, the Spit, Kachemak Bay, and peaks and glaciers beyond.

53. Design Goal 1. Design guidelines for Craftsman Meadow have been developed to accomplish two goals. First, by harmonizing through design standards the family of homes occupying this area, the public face of stream Hill Park-- experienced throughout Homer and by all residents of the subdivision itself-- will reflect respect for both quality homebuilding and harmony with nature and neighbors. As a result, views of the built environment of Craftsman Meadow will be a source of both pleasure and pride to subdivision residents and the community at large.

54. Design Goal 2. Secondly, these guidelines ensure that homes built in the meadow create a family of complementary, harmonious, and yet distinctively individual members. As a result, those who see these homes everyday out their windows will find their views enhanced, increasing the pleasure of being at home.



HISTORY OF CRAFTSMAN STYLE

55. Deleted.

56.-Deleted.

57.-Deleted.

ARCHTECTORAL ELEMENTS OF CRAFTSMAN STYLE

58. Architectural Elements. Although Craftsman homes reflect a variety of regional approaches, from Midwestern farmhouses to seaside cottages to California bungalows, the architectural elements that characterize Craftsman style can be summarized as follows.

- a) A simple, straightforward design where form follows function and there is little "ornamentation for ornamentation's sake," or "gilding of the lily;"
- b) Emphasis on the home's connection to nature through the use of decks, terraces, balconies, covered porches, and other kinds of indoor/outdoor spaces;
- c) Generous use of and respect for natural building materials; these usually include wooden shingles and wood siding, wooden posts and beams (e.g., porch columns), and interesting brick or stonework where regionally appropriate;
- d) Ornamentation derived primarily from construction techniques, structural elements (rafters, posts, etc.), and the colors and textures of natural materials used;
- e) The prominence of one or more gables; the angle or pitch of these gables is usually rather shallow;
- f) The gabled roof tends to spread in a broad sheltering expanse over the house, which helps ground the home in its setting; the roof profile often incorporates dormers;
- g) In addition, the sheltering roof has generous overhanging eaves, often with roof brackets and exposed rafter ends or "tails" as design elements;
- h) Meticulous attention to quality craftsmanship is apparent;
- i) Thoughtful window layout, often including horizontal rows or "ribbons" of windows designed to bring sunlight and outdoor views into the home's interior.



DESIGN ELEMENTS FOR CRAFTSMAN MEADOW

59. Design Elements. As noted above, architectural guidelines for craftsman Meadow will result in construction over time of a family of homes that are attractive, well-built, and in harmony with one another and their landscape. At the same time, these guidelines allow homeowners to design distinctive, individualized homes tailored to provide "fitness for the lives to be lived in the house." In order to promote development of this family of complementary yet distinctive homes, the following design guidelines apply on lots 19 to 35 and to 40 and 47.

- a) A roof of two or more low- or moderately pitched gables (front-gabled, cross-gabled, side-gabled, or combinations of these such as gable front and wings);
- b) Generous overhanging eaves;
- c) Non-reflective exterior siding incorporating at least some expanses of shingles made of wood or woodlike material (such as Hardieplank);
- d) A covered porch visible from the road (a covered porch, unlike a covered walkway, should be at least 8 ft deep);
- e) On the street face of the house, a covered "front" door offering protection from the elements; this streetside "front" door may be covered by its own shed or gabled roof, by the roof of the covered porch, or by an overhanging architectural feature.



VII. GENERAL PROVISIONS

1. 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.

2. Severability. Invalidation of any one or more of these covenants and restrictions by judgment or Court order shall in no way affect any other provisions, which shall remain in full force and effect.

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

4. Effective date. This declaration shall become effective upon its signature.

5. Amendment. This Declaration and any of these documents may be amended at any time, from time to time, and for any reason, upon the execution and recording of an instrument executed by lot owners (including Declarants) holding not less than two-thirds (2/3) of the voting interest of the membership, provided that for as long as Declarants offer residential lots for sale, no amendment will be effective without Declarants' express written consent.

6. Liability of Homeowners Association Board. No member of the Association Board shall be personally liable to any Owner, Guest, Project Committee, participating facility, or to any other person, for any error or omission of the Association, its representatives and employees, the Architectural Review Committee or the manager; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith.

7. Liability of Architectural Review Committee. Neither the Architectural Review Committee nor any member thereof shall be liable to the Association or to any lot owner for any damage, loss or prejudice suffered or claimed on account of: (a) the approval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans' drawings and specifications, (c) the development, or manner of development of any property within the Stream Hill Park subdivision provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith.



VIII. APPENDIX ONE

DEFINITIONS

Definitions. Unless formally redefined, the terms listed in this section shall have the meanings stated herein, when used in the Stream Hill Park governing documents.

- (1) *Appeal*: means the process by which Filers may request that the Homeowners Association Board reconsider a decision made by the Architectural Review committee.
- (2) *Association Manager*: means the property management company or individual under contract to stream Hill Park Homeowners' Association, and, with the respect to a company, the company's employee responsible for billings, complaints, Design Review Requests and other Association business.
- (3) *Board*: means the Board of Directors of the Association as elected by its members.
- (4) *Builder/Contractor*: means a person or entire engaged by an Owner for the purpose of constructing a dwelling on such Owner's lot. In some cases, the Builder/Contractor and owner may be the same person or entity.
- (5) *CCR*: means Covenants, Conditions and Restrictions, and is the recorded Declaration and any Supplementary Declarations recorded by the Association affecting Stream Hill Park.
- (6) *Common Areas (also sometimes referred to as "greenspace" or "open space")*: means land, improvements and other properties now or hereafter owned by the Stream Hill Park Homeowners Association. Also means tracts of unimproved land intended to remain undeveloped to enhance the open and natural appearance of Stream Hill Park. Designated common areas are scattered throughout Stream Hill Park and are shown on attached Exhibit 3.
- (7) *Declaration*: means the Declaration of Covenants, Conditions and Restrictions recorded by the Declarants affecting Stream Hill Park.
- (8) *Designated Agent*: means that person specified by an Owner, often a builder, real estate agent or lawyer, to act on his/her behalf regarding Design plans, usually in cases of new home construction.
- (9) *Architectural Review Committee (also referred to as ARC)*: means an owner peer committee of three regular members appointed by the SHP Board of Directors to one year terms who review and approve Design Review Requests.



- (10) *Design Review Request*: means the named application by which an Owner or Filer describes an intention to build a new home or make a permanent exterior change to his/her property and submits plans to the Architectural Review Committee for design review.
- (11) *Design Manual*: means the design standards and procedures set forth in the document "Design Guidelines".
- (12) *Dwelling*: means a residence and its ancillary structures, if any, constructed or proposed to be constructed on a Lot in Stream Hill Park and any improvements constructed in connection therewith.
- (13) *Filer*: means an Owner or prospective Owner submitting plans to the ARC.
- (14) *Greenspace Area*: means those areas subject to conditions and restrictions intended for mainly undeveloped natural areas.
- (15) *Homeowners Association*: means Stream Hill Park Homeowners Association, an Alaska corporation.
- (16) *Improvement*: means any change, alteration or addition to a Lot or Dwelling.
- (17) *Lot*: means a platted parcel or building site within Stream Hill Park.
- (18) *Municipal Regulations*: means those ordinances of the City of Homer as amended from time to time.
- (19) *Owner*: means a person or persons of record who own a Lot.
- (20) *Stream Hill Park*: means the physical community represented by the Association.
- (21) *Stream Hill Park Homeowners' Association (also referred to as the Association)*: means the non-profit corporation formed under that name whose Articles of Incorporation are filed with the Alaska Department of Commerce and Economic Development. It is the homeowner's association of Stream Hill Park.
- (22) *Site*: means that physical area to which or within which the plans proposed in a Design Review Request are to be implemented.
- (23) *Standards*: means those restrictions, requirements and design review procedures enforced by the ARC as set forth in these documents and as established and amended from time to time by the Board.
- (24) *Supplementary Declaration*: means any Supplementary Declaration of Covenants, Conditions and Restrictions recorded by the Declarants or the Association and affecting the Lot Owners.



(25) *Variance*: means an exception allowed by the Architectural Review Committee to a Standard or Procedure.



IX. SIGNATURE PAGE

Acknowledgment for Corporation

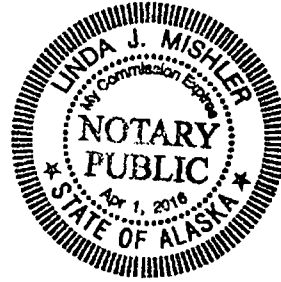
State of Alaska

Third Judicial District

The foregoing instrument was acknowledged before me this 3rd day of June, 2015, by Erik Niebuhr, the President of Stream Hill Park Homeowners Association an Alaska corporation, on behalf of said corporation.

Erik Niebuhr President

Erik Niebuhr



Linda J. Mishler
(Signature)

Notary Public

Linda J. Mishler
Printed Name

Notary's

My commission expires:

4/1/2016

EXHIBIT LIST

Exhibit 1: An air photo (prior to development) of the real estate comprising the residential lots, the commonly owned park tracts included in the Subdivision, and the adjacent land owned by the Declarants.

Exhibit 2: A post development graphic representation of the Subdivision showing the boundaries of each residential lot created by the declaration and the identifying number of the lot.

Exhibit 3: A graphic overview of the tracts comprising the common interest elements, their relationship to the residential lots, and their relationship to the adjacent tracts owned by the Declarants that are not included in the Subdivision.

Exhibit 4: An enlargement of the Phase One lots showing dimensions, square footage, and pricing categories.

Exhibit 5: A copy of the final plat map recorded by the Declarants with respect to Phase One of the Subdivision.

Exhibit 6: A graphic representation of the topography of the Subdivision (and Declarants, adjacent property).

Exhibit 7: A graphic representation of the topography of Phase One of the Stream Hill Park Subdivision.

Exhibit 8: Example of a site plan.

Exhibit 9: Certificate to Plat

Exhibit 10: Example draft of a maintenance easement agreement with the City of Homer.

Exhibit 11: Excerpts from City of Homer Rural Residential Zoning Codes and Regulations.



Exhibit 12: Building Envelope maps.

NOTICE REGARDING LIABILITY INSURANCE

Deleted.



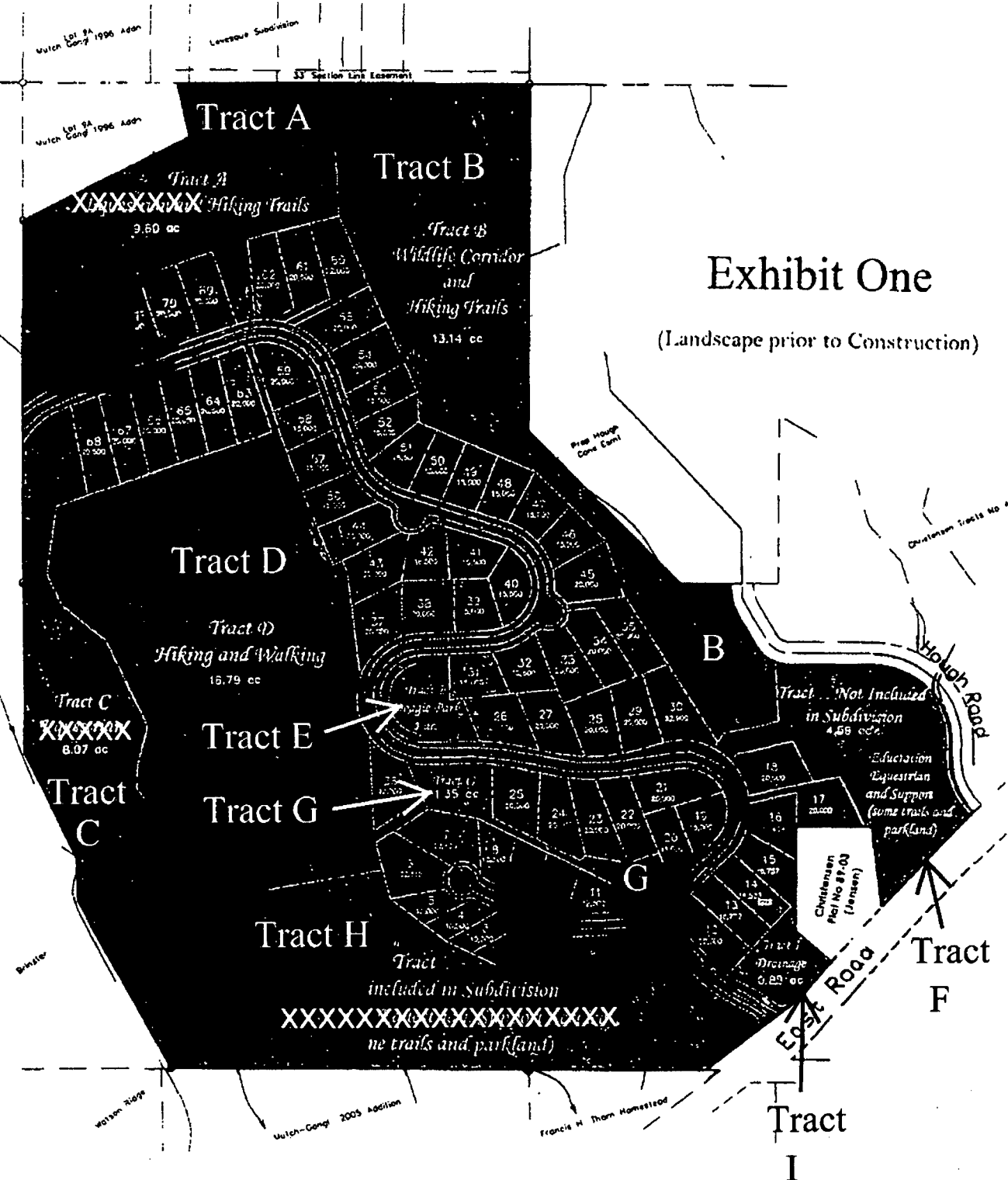
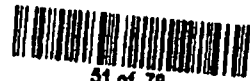


Exhibit One

(Landscape prior to Construction)

Stream Hill Park
nature at your doorstep

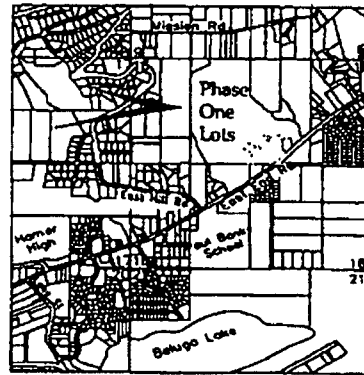


51 of 78
2006-006066-0

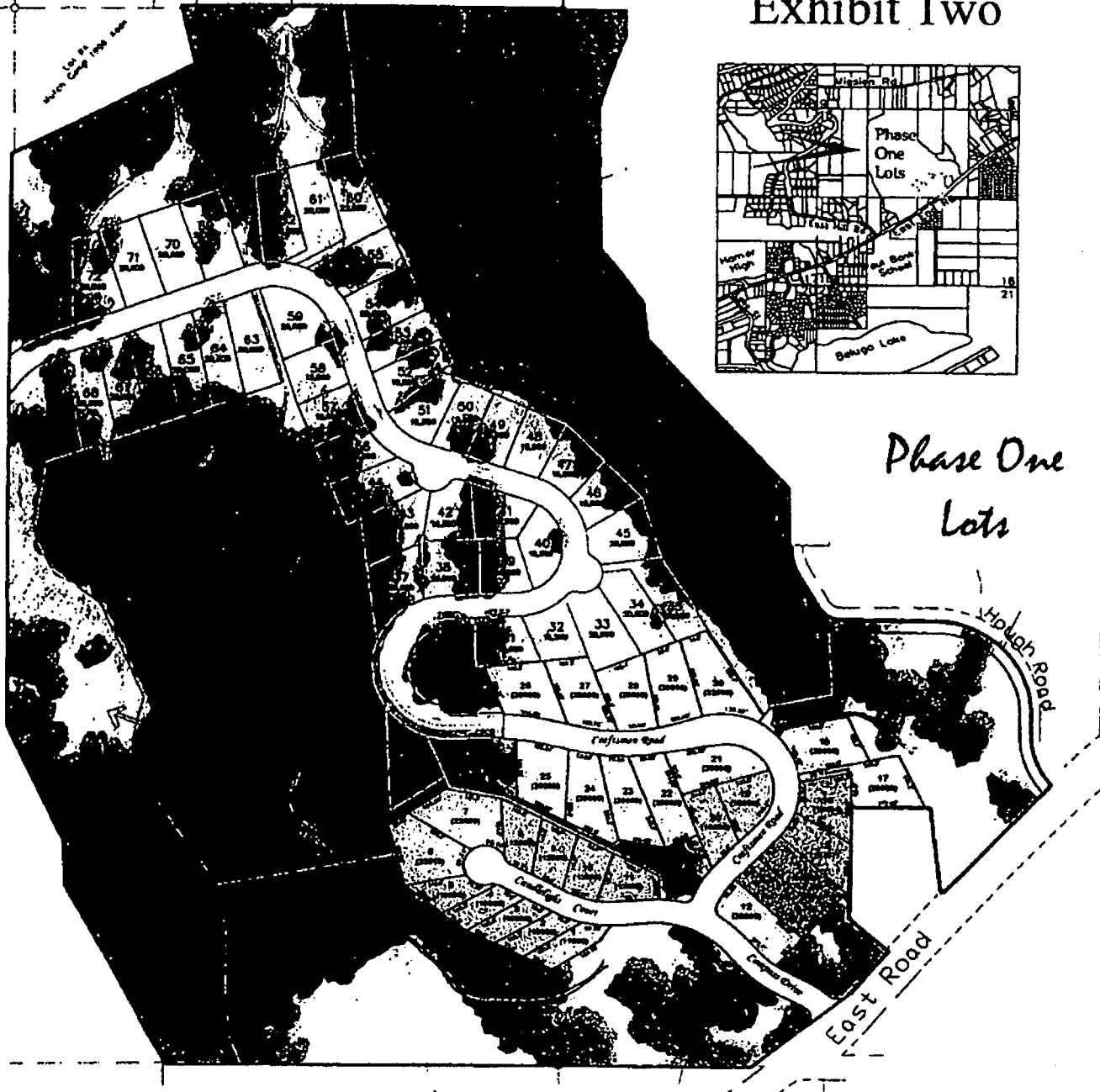


Page 47 of 77
2015-001644-0

Exhibit Two



Phase One
Lots



Stream Hill Park
nature at your doorstep

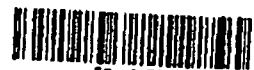
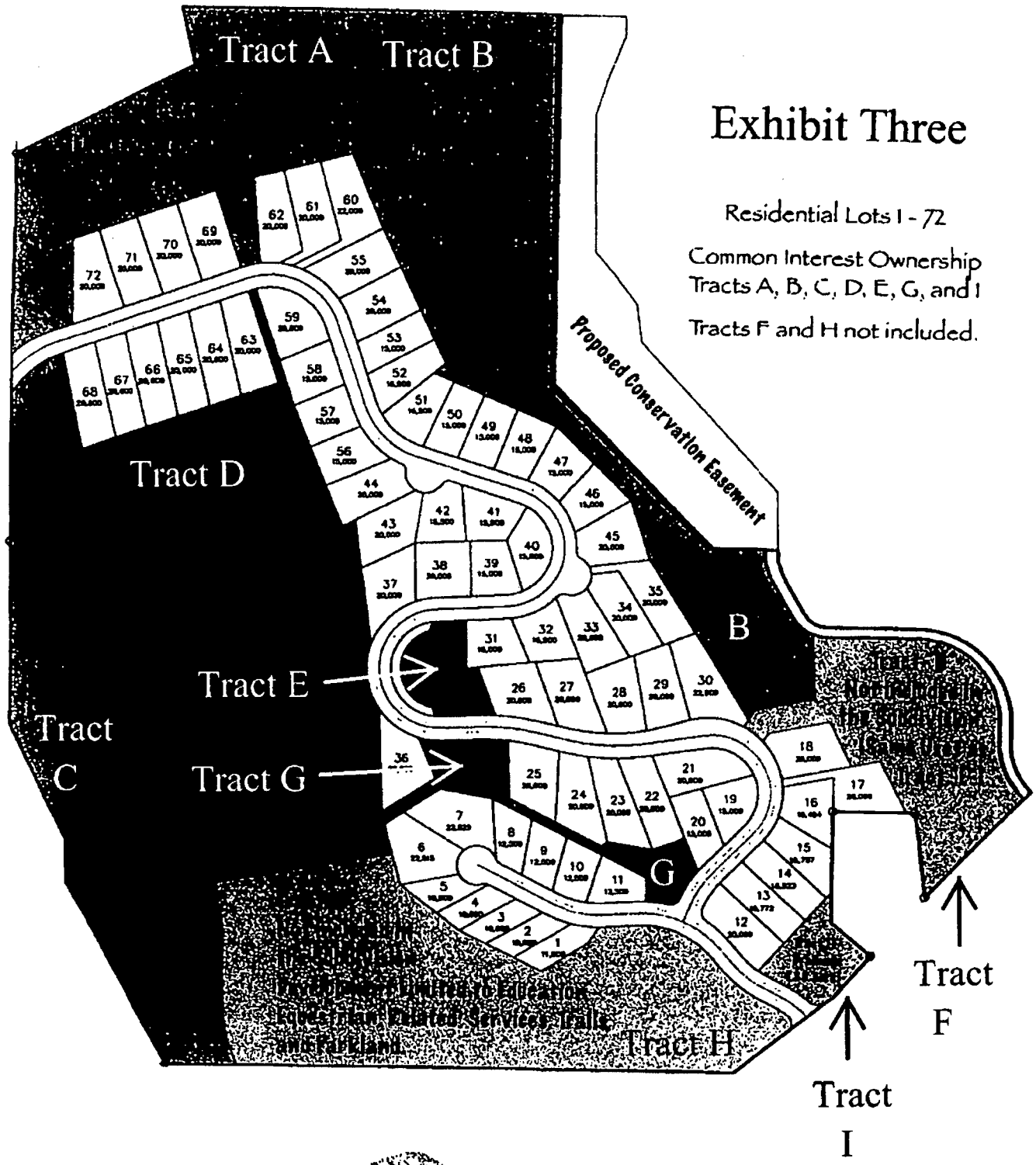


Exhibit Three

Residential Lots 1 - 72
 Common Interest Ownership
 Tracts A, B, C, D, E, G, and I
 Tracts F and H not included.

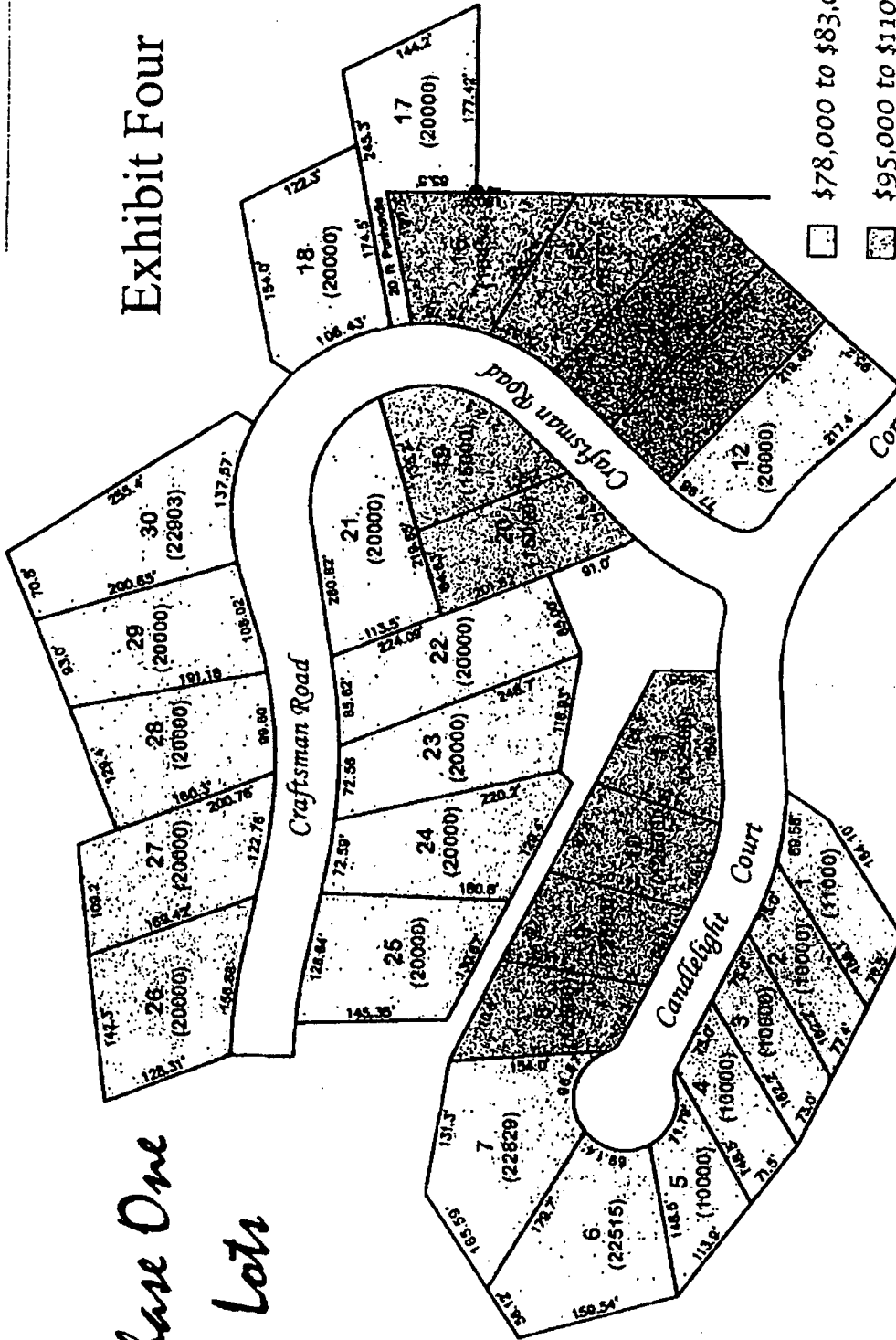


Stream Hill Park
 nature at your doorstep

53 of 78
 2008-005086-0

Exhibit Four

Phase One Lots



- \$78,000 to \$83,000
- \$95,000 to \$110,000
- \$110,000 to \$135,000

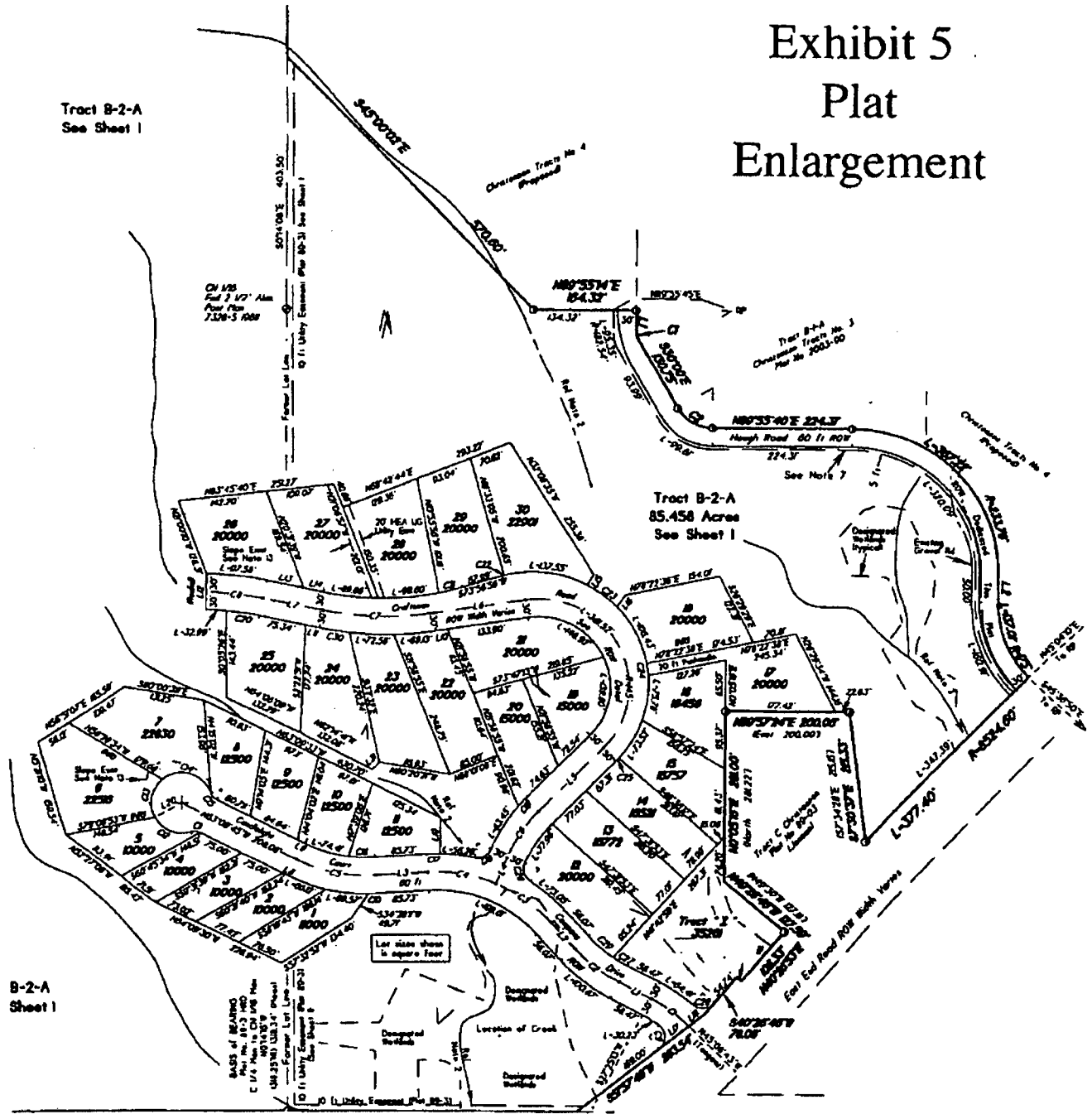
(October 2006
Price List)

Stream Hill Park
nature at your doorstep

Lot Number
(square footage)

Exhibit 5 Plat Enlargement

Tract B-2-A
See Sheet 1



B-2-A
Sheet 1

Stream Hill Park
nature at your doorstep



56 of 78
2006-005066-0



Exhibit 5

Notes Enlargment

Notes

1. All wastewater disposal systems shall comply with existing applicable laws at the time of construction.
2. As per Plat No. 89-03 HRD, a 20 ft bank maintenance easement is centered on the creeks shown on that plat (applies only to former Tract B Christensen Tracts Amended).
3. Record dimensions are shown for comparison only and should not be used to calculate monument positions or area.
4. Lot Corners and Street Rights-of-Way will not be monumented until City Water and Sewer have been installed. Typical Monumentation will be a self identifying 2" aluminum cap on 5/8" x 33" steel rebar. Creek meanders will not be monumented by this survey.
5. The 15 ft fronting interior rights-of-way is subject to an underground utility easement. No permanent structure shall be constructed or placed within the utility easement which would interfere with the ability of the utility to use the easement.
6. All lots within this subdivision are subject to City of Homer Zoning Regulations. Refer to the Homer City Code for all current setback and site development restrictions. Owners should check with the City of Homer Planning Dept. prior to development activities.
7. Hough Road (See Sheet 2) The Dashed Line is Centerline of 50 ft wide private road easement recorded in Bk 185 Page 350, and also referenced on Plat 89-3 HRD.
8. No new direct access to East End Road is permitted without prior approval of the Alaska State Dept. of Transportation.
9. As per Plat No. 89-3 HRD, there is a 10 ft wide utility easement along the Right-of-Way of East End Road.
10. The location of the ROW of East End Road is based on dimensions from Plat No. 89-3 HRD and ROW taking as per Bk 318 Pg 509 HRD
11. Any pedestrian way(s) is designated for public use and subject to regulation by the City of Homer (none shown date of survey).
12. Side Slopes exceeding 20% are found within the prominent drainages.
13. Lots 9, 10, 11, 26, and 29 are subject to a maximum 5 ft wide slope maintenance easement from the edge of the ROW. Lots 6 and 7 are subject to a maximum 30 ft wide slope maintenance easement from the edge of the ROW as graphically shown.
14. No permanent structures may be placed within the panhandle portion of Lot 17.
15. Development within this subdivision is subject to the conditions contained within US Army Corps of Engineer Permit No. POA 2006-219.

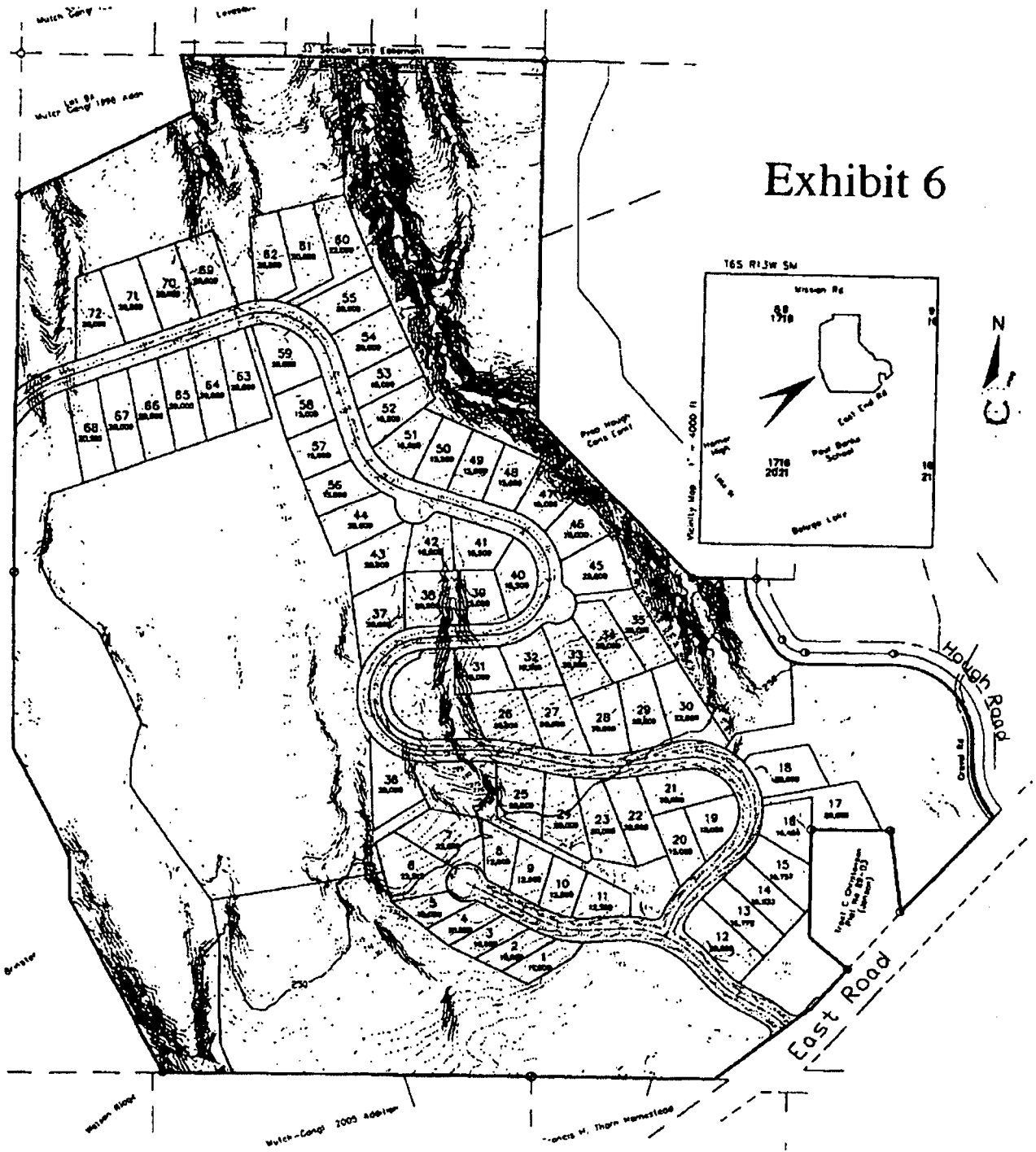


Page 53 of 77
2015-001644-0



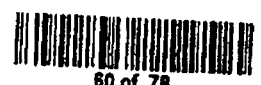
57 of 78
2006-006066-n

Exhibit 6



Stream Hill Park

nature at your doorstep



2006-006066-0

Page 56 of 77
2015-001644-0

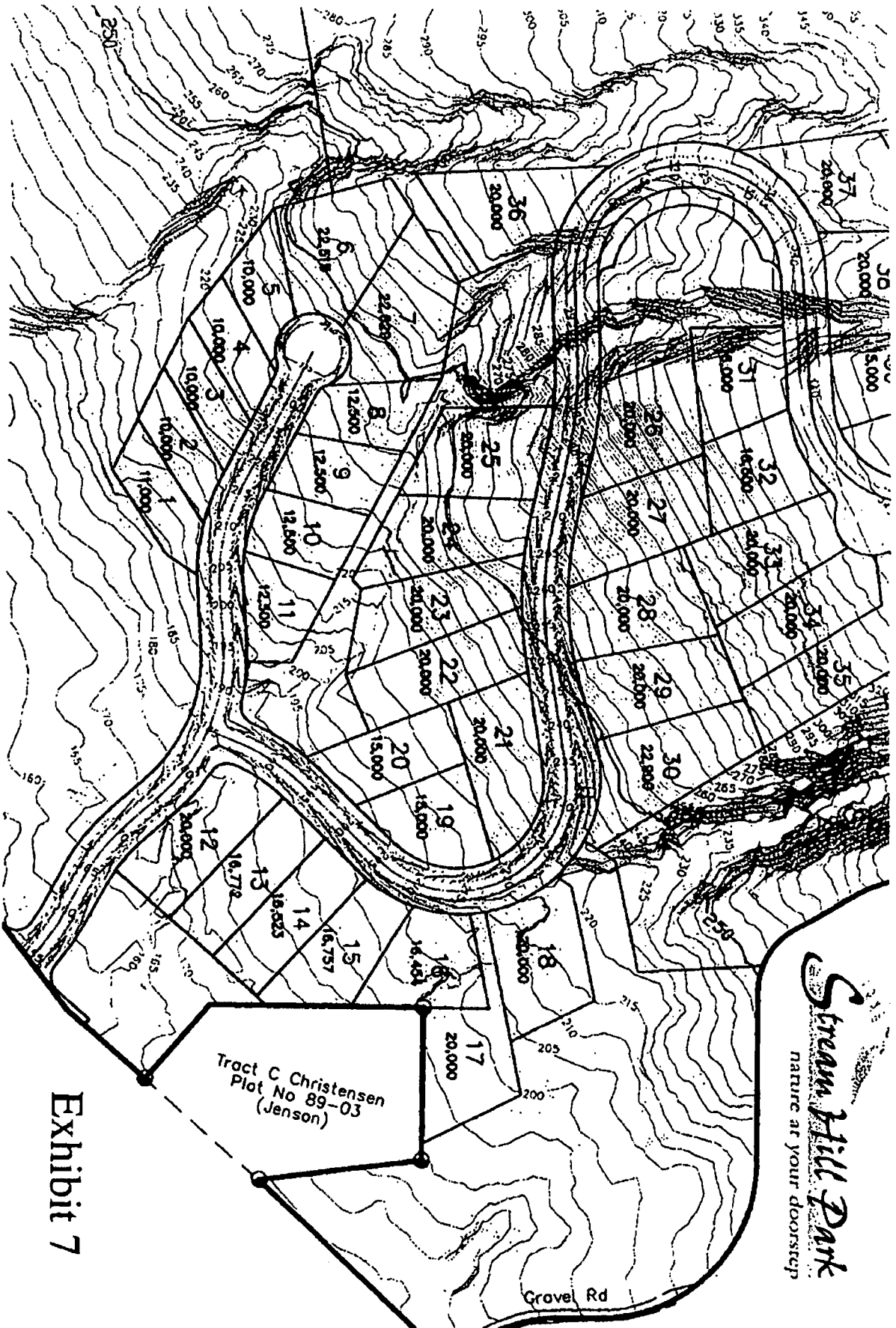
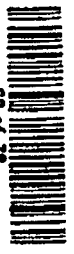


Exhibit 7



Kachemak Bay Title Agency, Inc.

3733 Ben Walters Lane, Suite 1, Homer, Alaska 99603
Phone (907) 235-8196 • Fax (907) 235-2420

FINAL CERTIFICATE TO PLAT

Roger Imhoff
PO Box 2588
Homer, AK 99603
ATTENTION:

File No.: 26285
Premium: \$250.00
Tax: \$16.25

Gentlemen:

This is a certificate as of September 6, 2006 at 8:00 A.M. for a plat out of the following property:

Parcel I:

Tract A-One (A-1), MUTCH GANGL 1996 ADDITION, according to Plat No. 96-22, in the Homer Recording District, Third Judicial District, State of Alaska.

Parcel II:

Tract B-Two (B-2), CHRISTENSEN TRACTS HOUGH ADDITION, according to Plat No. 2001-27, in the Homer Recording District, Third Judicial District, State of Alaska, EXCEPTING THEREFROM THAT portion deeded to State of Alaska, in deed dated June 27, 2001 and designated as Parcel No. 36, Project STP-0414 (9), State #51609.

PROPOSED PLAT: STREAM HILL PARK UNIT 1, KPB FILE NO. 2006-193

This Company certifies that record title is vested in:

DEVONY L. LEHNER and THOMAS M. TAFFE, wife and husband, as tenants by the entirety, an estate in fee simple.
free from all liens, encumbrances, and objections except for as follows:

Parcel I:

1. **RESERVATIONS** and exceptions as contained in U.S. Patent, and/or acts authorizing the issuance thereof.

2. **TAXES AND ASSESSMENTS**, if any, due the taxing authority indicated:
Taxing Authority: KENAI PENINSULA BOROUGH/CITY OF HOMER

3. **EASEMENT** affecting the portion of said premises and for the purposes stated herein, and incidental purposes thereto:

For: Water Rights

In Favor Of: VERNON S. MUTCH

Recorded: September 29, 1951



Page 59 of 77
2015-001644-0

Volume/Page: 2/123

Affects: One-half (1/2) flow of water from creek on premises

4. **EASEMENTS, SET-BACKS AND DEDICATIONS** as delineated on Plat No. 96-22, to the record of which reference is hereby made.

5. **EFFECT** of the notes on said Plat No. 96-22, to the record of which reference is hereby made.

6. **SUBJECT TO A ROAD RESERVATION** of 33 feet along each side of the section line as created by 43 U.S.C. 932.

7. **DEED OF TRUST** to secure an indebtedness of the amount herein stated and any other amounts payable under the terms thereof:

Amount: \$620,000.00

Dated: April 8, 2005

Recorded: April 14, 2005

Serial No.: 2005-001468

Trustor: THOMAS TAFFE, a single man, and DEVONY LEHNER, a single woman, as tenants in common

Trustee: Kachemak Bay Title Agency, Inc.

Beneficiary: MELINDA K. MUTCH

THE AMOUNT NOW SECURED by said Deed of Trust and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

PARCEL II:

8. **RESERVATIONS** and exceptions as contained in U.S. Patent, and/or acts authorizing the issuance thereof.

9. **TAXES AND ASSESSMENTS**, if any, due the taxing authority indicated:

Taxing Authority: KENAI PENINSULA BOROUGH/CITY OF HOMER

10. **EASEMENT** for electric lines or system together with the right to enter, maintain, repair and clear shrubbery:

Recorded: June 4, 1968

Volume/Page: 49/288

Granted To: Homer Electric Association, Inc.

Affects: General Easement, no definite location disclosed

11. **EASEMENTS, SET-BACKS AND DEDICATIONS** as delineated on Plat No. 2001-27, to the record of which reference is hereby made.

12. **EFFECT** of the notes on said Plat No. 2001-27, to the record of which reference is hereby made.

13. **EASEMENT** affecting the portion of said premises and for the purposes stated herein, and incidental purposes thereto:

For: Ingress and egress

In Favor Of: PEARL JENSON and CLIFFORD JENSON

Recorded: August 24, 1988

Volume/Page: 185/349

Affects: As described therein

14. **TERMS AND PROVISIONS** of Easement Agreement:

Between: WALTER and BEVERLY CHRISTENSEN and AMY A. SPRINGER and PHYLLIS



2006-005066-0



2015-001644-0

D. FISHER

Recorded: September 12, 1994
Volume/Page: 236/752
Affects: As described therein

AND RE-RECORDED by instrument:

Recorded: October 19, 1994
Serial No.: 237/652

15. **RESERVATION** of oil, gas and mineral rights constructive notice of which is given by recital in deed:

Recorded: September 7, 2000
Volume/Page: 305/632

Reserved By: JAMES R. SABROWSKI and LEONARD J. SABROWSKI
Language setting out reservation: All oil, gas and mineral rights

AND PARTIAL INTEREST OF MINERAL RIGHTS CONVEYED by mineral deed:

Recorded: May 16, 2002
Serial No.: 2002-002123

FURTHER, no other examination of the excepted title to minerals has been made herein and no insurance nor responsibility therefore is implied or assumed.

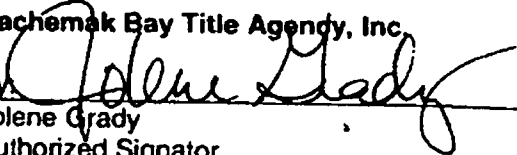
16. **DEED OF TRUST** to secure an indebtedness of the amount herein stated and any other amounts payable under the terms thereof:

Amount: \$250,000.00
Dated: July 6, 2006
Recorded: July 7, 2006
Serial No.: 2006-003184
Trustor: Devony L. Lehner and Thomas M. Taffe, wife and husband
Trustee: Kachemak Bay Title Agency
Beneficiary: First National Bank Alaska

This report is restricted to the use of the addressee and is not to be used as a basis for closing any transaction affecting title to said property. Liability of the Agency is limited to the compensation received therefore.

Kachemak Bay Title Agency, Inc.

By


Jolene Grady
Authorized Signator



66 of 78

2008-005066-0



Page 61 of 77

2015-001644-0 /

Culvert Maintenance Easement Agreement

This **CULVERT MAINTENANCE EASEMENT AGREEMENT** is made this ____ day of August, 2006, by and between Devony L. Lehner and Thomas M. Taffe (hereinafter called "Grantor") and the City of Homer (hereinafter called "Grantee").

WITNESSETH:

WHEREAS, Grantee desires the use of the property of Grantor as described in the attached document, Exhibit "A" and located within Tract B-2 Christensen Tracts Hough Addition as per Plat No. 2001-27 HRD, and

WHEREAS, in consideration of the sum of zero dollars (\$0.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor is willing to grant a **CULVERT MAINTENANCE EASEMENT** for the use of the property as subject to the terms and conditions set forth herein.

NOW THEREFORE: the parties hereto mutually agree as follows:

1. Grantor hereby grants Grantee a **CULVERT MAINTENANCE EASEMENT** (hereinafter called "Easement") located as described in Exhibit "A."
2. This Easement Agreement grants the right of the Grantee (City of Homer) to use the Easement for the sole purpose of constructing, operating, and maintaining a 36-inch culvert and the associated drainage for the benefit of adjacent and nearby property owners, including the Grantor. Grantee agrees to repair any damage to Grantor's property occurring from Grantee's said use of the Easement.
3. Only such rights are granted hereby as are necessary to accomplish the purpose of the Easement as stipulated in this Agreement and the attached Easement document. Grantor reserves the right to use the property in any manner and for any purpose not inconsistent with the aforesaid purpose and to relocate the Easement improvements at his sole cost and expense, if further development warrants such action.
4. All notices referred to in the Easement Agreement shall be sent to the respective parties at the addresses stated below:

GRANTOR:
 Devony L. Lehner
 Thomas M. Taffe
 P.O. Box 356
 Homer, AK 99603

GRANTEE:
 City of Homer
 491 E. Pioneer Ave.
 Homer, AK 99603

5. The rights granted to and duties assumed by Grantee under this Easement Agreement may not be assigned or delegated by Grantee without the prior written consent of Grantor. Any attempted assignment or delegation by Grantee without the prior written consent of the Grantor shall be void.

6. This Easement Agreement may be amended from time to time, as may be necessary, by mutual consent of both parties, provided, however, that no amendment to the Easement Agreement shall be effective unless in writing and signed by both parties.
7. Both parties represent and warrant that they have the authority to execute this Easement Agreement.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement to be effective on the day and year first written.

GRANTOR

Devony L. Lehner

GRANTOR

Thomas M. Taffe
P.O. Box 356
Homer, AK 99603

GRANTEE

Walt Wrede, City Manager
City of Homer



68 of 78

2006-005086-0



Page 63 of 77
2015-001644-0

Exhibit "A"

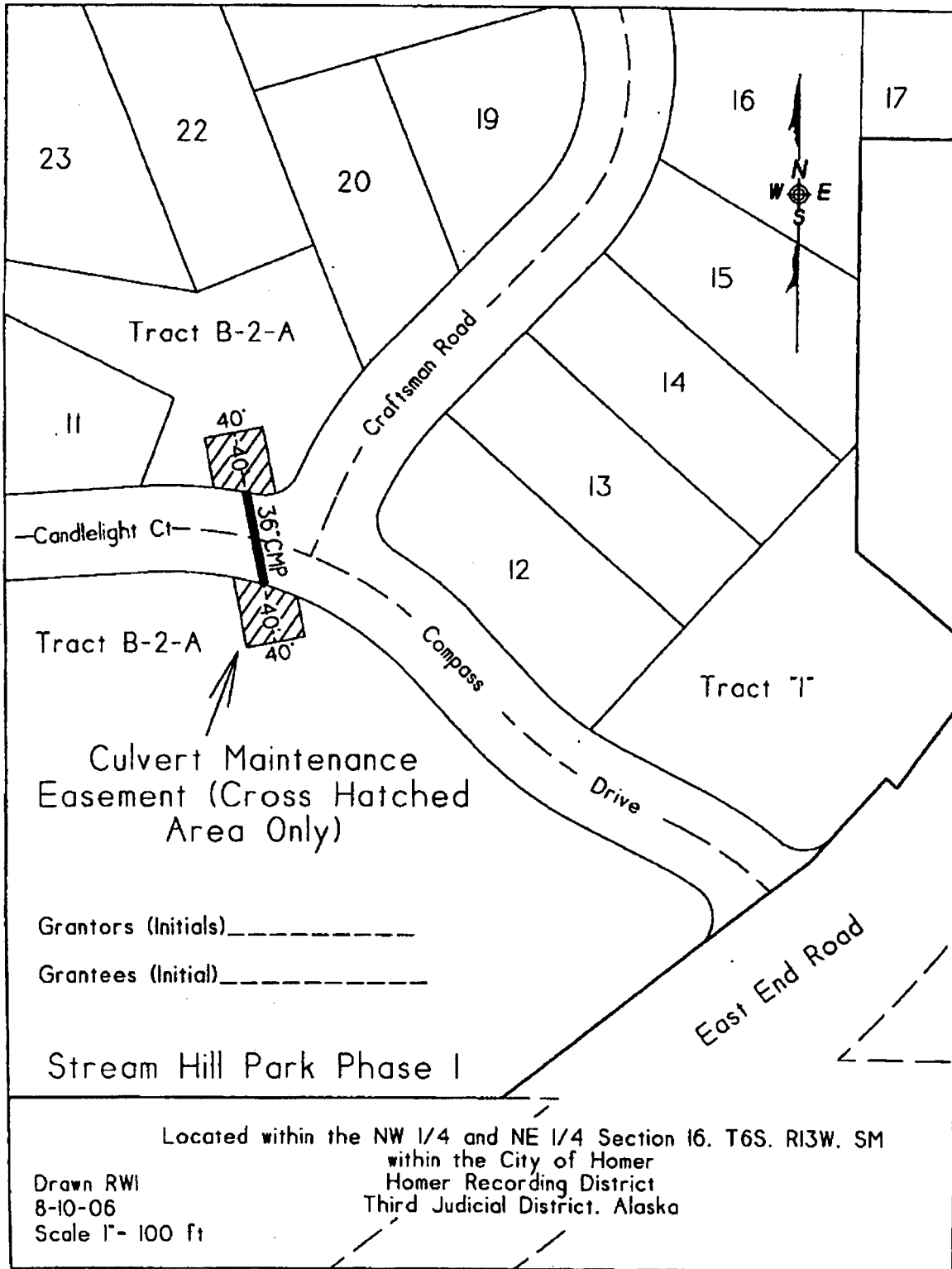
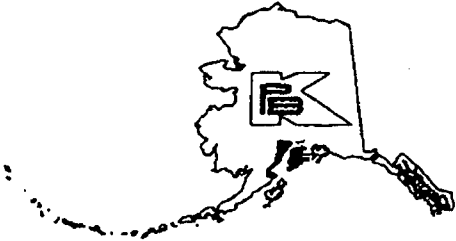


Exhibit 10-A



KENAI PENINSULA BOROUGH

144 N. BINKLEY · SOLDOTNA, ALASKA · 99669-7520
BUSINESS (907) 262-4441 FAX (907) 262-1892

September 26, 2006

JOHN J. WILLIAMS
MAYOR

Devony Lehner & Thomas Taffe
PO Box 356
Homer, AK 99603-0356

Dear Devony & Thomas:

RE: Vacate the 10-foot utility easement along the south and west boundaries of Tract B granted by Christensen Tracts Amended (Plat HM 89-3), within Section 16, Township 6 South, Range 13 West, Seward Meridian, Alaska; within the City of Homer and the Kenai Peninsula Borough; KPB File 2006-235; Location: City of Homer; KPB PC Resolution 2006-52

The Kenai Peninsula Borough Planning Commission adopted KPBPC Resolution 2006-52 during their regularly scheduled meeting of September 25, 2006, thereby approving the utility easement vacation as requested. Draft, unapproved minutes of the subject portion of the meeting are provided.

Our office is responsible for recording the resolution. Please send a check to this office for \$27.00 made payable to the State of Alaska Department of Natural Resources. Resolution 2006-52 will be recorded promptly upon receipt of your check. Please do not bring cash to the department for the recording and conformed copy fees.

To ensure timely recording of this document, please send your check to our office (Planning Department, 144 North Binkley, Soldotna, Alaska 99669) no later than October 13, 2006. A return envelope is provided for your convenience.

Sincerely,

Patti Hartley
Patti Hartley
Administrative Assistant
Planning Department

Enclosures

Cc: Roger Imthoff



Page 65 of 77
2015-001644-0



70 of 78
2006-005066-0

*pd. WF check
1748
on 10-12-06*