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Anchorage Recording District

**DECLARATION
OF
OVERLOOK ESTATES ADDITION 3**

-A Planned Community within Overlook Estates Addition 3, according to the official plat thereof, Plat No. 2021-79, located in Eagle River, Alaska-

AFTER RECORDING, RETURN TO:

Eklutna, Inc.

16515 Centerfield Drive, #201

Eagle River, Alaska 99577

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**DECLARATION
OF
OVERLOOK ESTATES ADDITION 3**

Declarant, **EKLUTNA, INC.**, an Alaska corporation, whose mailing address is *16515 Centerfield Drive, Suite 201, Eagle River, Alaska 99577* does hereby submit the real property in Eagle River, Alaska described in **SCHEDULE A-1**, to the provisions of the Common Interest Ownership Act, Title 34, Chapter 8, of the Alaska Statutes, for the purpose of creating the planned community of **OVERLOOK ESTATES ADDITION 3** and making the Improvements shown in the Plat attached as **SCHEDULE A-3**.

**ARTICLE I
DEFINITIONS**

In the Documents, the following words and phrases shall have the following meanings:

Section 1.1 – Act. The Uniform Common Interest Ownership Act, Title 34, Chapter 8, of the Alaska Statutes, as it may be amended from time to time.

Section 1.2 – Allocated Interests. The share of the Common Expense liability and the votes in the Association allocated to Lots in Overlook Estates Addition 3. The Allocated Interests are described in **ARTICLE VIII** of the Declaration and listed in **SCHEDULE A-2**.

Section 1.3 – Association. *Overlook Estates 3 Homeowners Association, Inc.*, a non-profit corporation organized under Chapter 10.20 of the Alaska Statutes. It is the Association of Lot Owners for Overlook Estates Addition 3.

Section 1.4 – Bylaws. The Bylaws of the Association, as they may be amended from time to time. Neither such Bylaws nor any amendments to such Bylaws need be recorded in the property records.

Section 1.5 – Common Elements. Each portion of the Common Interest Community, other than a Lot.

Section 1.6 – Common Expenses. The expenses or financial liabilities for the operation of the Common Interest Community. These include:

- a. expenses of administration, maintenance, repair, or replacement of the Common Elements;
- b. expenses declared to be Common Expenses by the Documents;
- c. expenses agreed upon as Common Expenses by the Association;



- d. such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements; or any other real or personal property acquired or held by the Association.

Section 1.7 – Common Interest Community. The real property described in **SCHEDULE A-1**, as it may be amended from time to time.

Section 1.8 – Dealer. A Person who owns either six (6) Lots in the Common Interest Community, or who owns fifty percent (50%) or more of the Lots in the Common Interest Community.

Section 1.9 – Declarant. **EKLUTNA, INC.**, an Alaska corporation or its successor as defined in Subsection 34.08.990(12) of the Act.

Section 1.10 – Declaration. This Document, including any amendments.

Section 1.11 – Director. A member of the Executive Board.

Section 1.12 – Documents. The Declaration and Plat(s) which have been recorded, the Bylaws, and the Rules, if any, as they may be amended from time to time. Any attachment, schedule, or certification accompanying a Document is a part of that Document.

Section 1.13 – Dwelling. An attached or detached single-family residence on a Lot.

Section 1.14 – Executive Board. The Board of Directors of the Association.

Section 1.15 – Improvements. Any construction, structure, fixture or facility existing or to be constructed on the land included in the Common Interest Community including but not limited to, buildings, trees and shrubbery, paving, signage, utility wires, pipes, and nature trails.

Section 1.16 – Lot. A Lot created by a Plat approved and filed in accordance with the Municipality of Anchorage plat requirements. Each Lot is a “unit” as defined in Subsection 34.08.990(32) of the Act. A Lot includes the title and a right to possession and Improvements therein.

Section 1.17 – Lot Owner. A Person, including the Declarant, who owns a Lot. Lot Owner does not include a Person having only a Security Interest in a Lot. A Lot Owner is a “unit owner” as defined in Subsection 34.08.990(33) of the Act.

Section 1.18 – Majority or Majority of Lot Owners. The Lot Owners of more than fifty percent (50%) of the votes in the Association.



Section 1.19 – Manager. A Person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 1.20 – Notice and Comment. The right of Lot Owners to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in **SECTION 21.1** of the Declaration.

Section 1.21 – Notice and Hearing. The right of Lot Owners to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in **SECTION 21.2** of the Declaration.

Section 1.22 – Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.23 – Plat. The Plat as may be amended from time to time and attached as **SCHEDULE A-3** to the Declaration.

Section 1.24 – Property. The land and all Improvements, easements, rights, and appurtenances which have been submitted to the provisions of the Act by the Declaration.

Section 1.25 – Public Offering Statement. The current document, prepared pursuant to Section 34.08.530 of the Act, as it may be amended from time to time, and provided to purchasers.

Section 1.26 – Rules. Rules for the use of the Lots and the Common Elements, and for the conduct of Persons within the Common Interest Community, adopted by the Executive Board pursuant to the Declaration.

Section 1.27 – Security Interest. An interest in real estate created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.28 – Special Declarant Rights. Rights reserved for the benefit of the Declarant pursuant to **ARTICLE VII**.

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ARTICLE II
NAME AND TYPE OF COMMON INTEREST COMMUNITY AND ASSOCIATION

Section 2.1 – Name and Type of Common Interest Community. The name of the Common Interest Community is **OVERLOOK ESTATES ADDITION 3**. OVERLOOK ESTATES ADDITION 3 is a Planned Community.

Section 2.2 – Association. The name of the Association of Lot Owners is **OVERLOOK ESTATES 3 HOMEOWNERS ASSOCIATION, INC.**, a non-profit corporation organized under the nonprofit corporations laws of the State of Alaska.

Section 2.3 – Membership in Association. Every Person who is a record Lot Owner of any Lot in OVERLOOK ESTATES ADDITION 3 is a member of the Association. Membership and voting rights in the Association are appurtenant to, and inseparable from, ownership of a Lot.

ARTICLE III
DESCRIPTION OF LAND

The entire Common Interest Community is situated in Eagle River, Alaska, and is located on land described in **SCHEDULE A-1**.

ARTICLE IV
NUMBER OF LOTS; LOT BOUNDARIES

Section 4.1 – Number of Lots. The Common Interest Community upon creation contains **twenty-eight (28)** Lots and certain Common Elements, as shown on the Plat attached as **SCHEDULE A-3**.

Section 4.2 – Lot Boundaries. The Lot boundaries are the boundaries of the Lots as shown on **SCHEDULE A-3** attached hereto.

ARTICLE V
COMMON ELEMENTS

The Common Elements in the Common Interest Community include: (a) any Cluster Mailbox Easements granted to the Association pursuant to **Section 7.4**, and the structure of any cluster mailboxes and associated mailbox pads, regardless of their location, and (b) any Monument Sign and Access Easement granted to the Association pursuant to **Section 7.5**, including any monument sign and landscaping improvements within the area of such Monument Sign and Access Easement.

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ARTICLE VI MAINTENANCE, REPAIR AND REPLACEMENT

Section 6.1 – Common Elements. The Association shall be responsible for the maintenance, repair and replacement of all Common Elements.

Section 6.2 – Lots. Each Lot Owner shall maintain, repair and replace in a good and workmanlike manner, at his or her own expense, all portions of his or her Lot, including any structures or other Improvements within their Lot. Lot Owners shall maintain each Improvement on their Lot in a neat, clean and presentable condition, keep all weeds abated, and maintain landscaping in a well-kept appearance at all times. Each Lot Owner shall continuously maintain, fertilize, mow and water all grass areas within their Lot.

Section 6.3 – Drainage Easements and Drainageway Maintenance. Drainageways or drainage easements shown on the Plat shall not be disturbed, obstructed, or altered by a Lot Owner. If there is a drainage easement or drainageway on a Lot, it is the responsibility of the Lot Owner to remove any brush or vegetation that would obstruct the drainage easement or drainageway.

ARTICLE VII SPECIAL DECLARANT RIGHTS

Section 7.1 – Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised anywhere within the Common Interest Community:

- a. to complete Improvements shown on the Plat filed with the Declaration and any amendments thereto;
- b. to maintain one (1) or more structures within Lots owned by the Declarant as model Dwellings or sales offices. The specific location may change from time to time as Dwellings on Lots are developed and sold. Declarant may assign this right to persons who purchase Lots for construction and sale.
- c. to use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community; and
- d. to appoint or remove an officer of the Association or member of the Executive Board during a period of Declarant Control subject to the provisions of SECTION 7.7 of the Declaration.

Section 7.2 – Construction: Declarant's Easement. The Declarant reserves the right to perform repair and construction work, and to store materials in secure areas, on Lots owned by Declarant and the further right to control all such work and repairs on Lots, and the right of access thereto, until its completion of the work on the Lots. All work may be performed by the Declarant



without the consent or approval of the Executive Board. The Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in the Declaration.

Section 7.3 – Signs and Marketing. The Declarant reserves the right to post signs and displays on Lots to promote sales of Lots or Dwellings, and to conduct general sales activities, in a manner that will not unreasonably disturb the rights of Lot Owners.

Section 7.4 – Easement for Cluster Mailbox Pads. The Declarant reserves the right to grant one or more easements to the Association, within the boundaries of any Lot in the Common Interest Community, for the installation and maintenance of cluster mailboxes, and for a pad surrounding the cluster mailboxes ("**Cluster Mailbox Easements**"). The Cluster Mailbox Easements shall be granted by an amendment to this Declaration, executed by the Declarant, and **SCHEDULE A-3** shall be amended to reflect the location of the easement area. Nothing in this **Section 7.4** shall prevent the Declarant from installing cluster mailboxes within the public right-of-way.

Section 7.5 – Easement for Monument Sign. The Declarant reserves the right to grant an easement to the Association within the boundaries either Lot 1 or Lot 28, for a monument sign identifying the Common Interest Community, for landscaping around such monument sign, and for ingress and egress to and from the monument sign and landscaping (a "**Monument Sign and Access Easement**"). The area of a Monument Sign and Access Easement shall not exceed two hundred fifty square feet (250 sq. ft.) in size. The Monument Sign and Access Easement, if any, shall be granted by an amendment to this Declaration, executed by the Declarant, and **SCHEDULE A-3** shall be amended to reflect the location of the easement area. Nothing in this **Section 7.5** shall require the Declarant to grant a Monument Sign and Access Easement, nor shall this **Section 7.5** require the Declarant to construct or install a monument sign or any landscaping within the easement area.

Section 7.6 – Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in sales, management, construction and maintenance of the Property that has not been represented as property of the Association. The Declarant reserves the right to remove from the Property, promptly after the sale of the last Lot, any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 7.7 – Declarant Control of Association.

- a. Subject to **SECTION 7.7.b**, there shall be a period of Declarant Control of the Association ("**Declarant Control**"), during which the Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Executive Board. The period of Declarant Control terminates no later than the earlier of:



- i. sixty (60) days after conveyance of seventy-five percent (75%) of the Lots to Lot Owners other than the Declarant; or
- ii. two (2) years after the Declarant has ceased to offer Lots for sale in the ordinary course of business.

The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in that event, the Declarant may require, for the duration of the period of Declarant Control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

- b. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots to Lot Owners other than the Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Executive Board, shall be elected by Lot Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots to Lot Owners other than the Declarant, not less than thirty-three and one-third percent (33 1/3%) of the members of the Executive Board must be elected by Lot Owners other than the Declarant.
- c. Not later than the termination of any period of Declarant control, the Lot Owners shall elect an Executive Board of at least three (3) members, all of whom shall be Lot Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office on election.
- d. Notwithstanding any provision of the Declaration or the Bylaws of the Association to the contrary, following notice under Section 34.08.390 of the Act, the Lot Owners, by a two-thirds (2/3) vote of all Persons present and entitled to vote at a meeting of Lot Owners at which a quorum is present, may remove a member of the Executive Board with or without cause, other than a member appointed by the Declarant.

Section 7.8 – Time Limitations on Special Declarant Rights. Except for Special Declarant Rights that may terminate earlier by statute and unless previously terminated by an amendment to the Declaration executed by the Declarant, Special Declarant Rights terminate at the latest to occur of the following:

- 1. Such time as the Declarant is no longer obligated under any warranty or obligation;
- 2. Such time as the Declarant no longer owns a Lot;
- 3. Such time as the Declarant no longer holds any Security Interest in any Lot; or
- 4. Such time as no assignee of Special Declarant Rights owns a Lot.



Section 7.9 – Interference with Special Declarant Rights. Neither the Association nor any Lot Owner may take an action or adopt any Rules that shall interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

Section 7.10 – Assignment of Special Declarant Rights and Other Rights Reserved. The Declarant may transfer any or all of its Special Declarant Rights and all of its rights reserved under this **ARTICLE VII** through an Assignment of Special Declarant Rights or an Assignment of Declarant Reserved Rights.

ARTICLE VIII ALLOCATED INTERESTS

Section 8.1 - Allocation of Interests. The table showing Lot numbers and their Allocated Interests is attached as **SCHEDULE A-2**. These interests have been allocated in accordance with the formulas set out in this **ARTICLE VIII**.

Section 8.2 - Formulas for the Allocation of Interests. The interests allocated to each Lot have been calculated on the following formulas:

- a. *Liability for the Common Expenses.* Except for Lots which have been combined in accordance with **SECTION 13.1**, each Lot in the Common Interest Community shall have an equal percentage of liability for Common Expenses. If two (2) or more Lots are combined into one (1) Lot, in accordance with **SECTION 13.1**, then the newly created Lot shall have the percentage of liability for the Common Expenses that is the total of the percentage held by the combined Lots prior to the combination. If boundaries between Lots are moved, then each Lot shall continue to hold an equal share of liability for Common Expenses. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Lots under **ARTICLE XVII** of the Declaration.
- b. *Votes.* Any specified percentage, portion or fraction of Lot Owners, unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the votes as allocated in **SCHEDULE A-2**. Except for Lots which have been combined in accordance with **SECTION 13.1**, each Lot in the Common Interest Community shall have one (1) equal vote. If two (2) or more Lots are combined into one (1) Lot, in accordance with **SECTION 13.1**, then the newly created Lot shall have the number of votes that is the total of the number of votes held by the combined Lots prior to the combination. If boundaries between Lots are moved, then each Lot shall continue to hold the same number of votes as existed before the boundary relocation.
- c. *Multiple Ownership of a Lot.* When more than one (1) Person holds an ownership interest in any Lot, all such Persons shall be members of the Association and may attend any meeting of the Association. However, the number of votes allocated to the Lot shall not be increased, and the Lot Owners of the Lot must determine among



themselves how the vote for such Lot shall be exercised. Any votes cast with regard to any such Lot in violation of this provision shall be null and void.

ARTICLE IX RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 9.1 – General Use Restrictions. Subject to the rights reserved to Declarant under **ARTICLE VII**, the following restrictions apply to all the Lots and Common Elements.

- a. *Single Family Use.* Each Lot is restricted to residential use as a single-family Dwelling. A single-family Dwelling is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area. Home professional or business pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage are permitted, provided said use must be incidental to the primary use of the Dwelling for residential purposes. Further, non-residential activities must comply with governmental regulations addressing home occupations.
- b. *Signs.* No sign of any kind shall be displayed to the public on any Lot by a Lot Owner except one (1) sign of not more than six (6) square feet advertising the Lot for sale or rent. Declarant and builders shall have the right to place signage on a Lot as they desire, in their sole discretion, during the time period preceding the sale of the first Dwelling on a Lot, to advertise the Lot during the construction sales period. Signs shall not be nailed or affixed to trees.
- c. *Vehicles.*
 - i. “**Vehicles**” shall mean, without limitation, automobiles, motorcycles, trucks, boats, all-terrain vehicles, campers, boats, recreational vehicles, and snow machines. “**Commercial Vehicles**” shall mean Vehicles used by contractors or maintenance companies, to provide maintenance or construction services, excluding Vehicles used by a Lot Owner solely for transportation that fit within their garage. “**Recreational Vehicles**” shall mean without limitation, boats, all-terrain vehicles, campers, jet skis, snow machines, and any separate portion thereof, or attachment thereto. “**Inoperable Vehicles**” shall mean Vehicles not available for immediate use without repairs or part replacement. “**Junk Vehicles**” are Vehicles that are missing essential parts, including without limitation, tires, wheels, engines, brakes, windows, lights and lenses, exhaust systems, and other parts that are necessary for legal operation on public streets.
 - ii. An Inoperable Vehicle may remain on a Lot for no more than seven (7) days, unless the Inoperable Vehicle is parked in the Lot Owners garage. No



- Inoperable Vehicles shall be placed on a public street within the Common Interest Community.
- iii. No Junk Vehicles shall be parked on any Lot or street within the Common Interest Community.
 - iv. Recreational Vehicles may only be placed on a Lot in such a manner that shields the Recreational Vehicle from view of the public streets, to the extent reasonably possible, through the use of existing Improvements or vegetation. The Executive Board may adopt Rules and regulations governing the location and screening of Recreational Vehicles.
 - v. No repair, restoration or disassembly of Vehicles shall be permitted on any portion of any Lot, except for: (1) emergency repairs thereto and only to the extent necessary to enable movement thereof to inside the garage or to a repair facility; or (2) repairs and restoration performed within the garage.
 - vi. All Vehicles on any Lot must be licensed if required by law. No Vehicles shall be placed on a public street within the Common Interest Community for more than twenty-four (24) consecutive hours in any week. All Vehicles placed on public streets shall be moved at appropriate times to facilitate snow plowing within the Common Interest Community.
 - vii. Motor bikes, motorcycles and automobiles shall have standard operable mufflers for the Vehicle that do not create unreasonably high noise levels.
 - viii. No airplanes, ultra-light aircraft, helicopters or similar devices or parts thereof shall be kept anywhere within the Common Interest Community.
 - ix. No Vehicles shall be covered with unsightly coverings, in any manner, as set out in the Rules adopted by the Executive Board, in its sole discretion.
- d. *Pets.* Lot Owners may maintain pets in their Lots of the following types: domestic cats; domestic dogs; domestic birds; gerbils, rodents, reptiles; and fish. No other animals may be kept in the Common Interest Community unless an animal similar to the foregoing is permitted by the Rules adopted by the Executive Board.
- i. Birds must be kept in bird cages. Gerbils and rodents must be kept in cages. Reptiles must be kept in terrariums or cages. Fish must be kept in aquariums.
 - ii. No more than three (3) dogs or cats, in any combination, shall be permitted per Lot.
 - iii. No unreasonable quantity of pets shall be permitted.



- iv. Pets shall not be raised or bred for commercial purposes.
 - v. Pets demonstrating behaviors within the classifications defined in Anchorage Municipal Code ("AMC") 17.40.020(A), as it may be amended from time to time, and not falling within any of the exceptions contained AMC 17.40.020(B), are prohibited on the Property.
 - vi. Lot Owners shall hold the Association harmless from all claims resulting from the actions of his or her pet.
 - vii. Lot Owners shall be responsible for keeping their Lots and the Common Elements free and clear of pet feces. Lot Owners shall immediately remove their pet's feces from all areas of the Common Interest Community.
 - viii. The provisions of the AMC leash law (AMC 17.10.010, as it may be amended from time to time) shall be observed. Pets shall be chained, fenced, or otherwise restrained and kept under control at all times. Pets shall be licensed, vaccinated and maintained in accordance with municipal law.
 - ix. Lot Owners shall contain and control their pets to the extent necessary to prevent their pet creating or becoming a nuisance as defined and described in AMC 17.10.015, as it may be amended from time to time. Pets causing or creating a nuisance or unreasonable disturbance or noise so as to interfere with the rights, comfort or convenience of other Lot Owners shall be permanently removed from the Property upon three (3) days' written Notice and Hearing from the Executive Board. If the pet owner fails to honor such request, the Executive Board may remove the offending pet.
- e. *Nuisances.* No noxious, illegal, or offensive activity shall be carried out upon any Lot nor shall anything be done thereon which may or may become an annoyance or nuisance or danger to the neighborhood. The Improvements on a Lot and the use of the Lots must comply with all local, federal, and state laws or ordinances unless the restrictions contained in the Declaration are more restrictive than the laws or ordinances, in which case, the uses of the Lots shall comply with the more restrictive covenants.
- f. *Oil and Mining Operations.* No oil or gas drilling, development operations, refining, quarrying or mining operations of any kind shall be permitted on the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No surface entry shall be permitted, and no extraction of minerals will be permitted within a two hundred fifty feet (250') buffer measured vertically from the surface.



- g. *Garbage and Refuse Disposal.* Trash, garbage, or other waste ("Garbage") shall be disposed of only by depositing same into bear-proof Garbage containers approved by the Executive Board. All Garbage containers must be kept in a clean and sanitary condition within a garage or outbuilding. Garbage containers shall be removed from the street no later than twelve (12) hours from the day of Garbage collection. Lot Owners are prohibited from burning Garbage.
- h. *Window Coverings.* No garments, rugs, sheets, foil, newspaper or other such materials shall be used to cover the windows of a Lot in whole or in part. Only customary curtains, shades, draperies, or some combination thereof, visible from the exterior of the Improvements of a Lot shall be permitted.
- i. *Antennae and Satellite Dishes.* Declarant imposes the following restrictions relating to the installation of satellite dishes and antennae, provided that compliance with these restrictions does not: (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal to the Lot Owner.
 - i. *Shortwave Antennas.* No shortwave antennas shall be permitted within the Common Interest Community.
 - ii. *Shielded from View.* Except as otherwise provided herein, antennas and satellite dishes shall be located in a place shielded and or screened from the streets and screened from view to the public or from other Lots to the extent reasonably possible.
- j. *Playground or Recreational Equipment.* Playground equipment, recreational equipment, outdoor furniture, swing sets, slides, sandboxes, trampolines, hot tubs, fire pits or similar items shall be placed only in the rear portion of the Lot behind the Dwelling. Lot Owners are encouraged to practice fire safety while using fire pits. In accordance with **Section 9.1.e**, Lot Owners shall use their hot tubs so as not to become an annoyance, nuisance, or disruption to other Lot Owners or their guests.
- k. *Outside Storage of Materials.* "Materials" shall mean wood piles, equipment, yard tools, outdoor furniture, or any other similar items. Lot Owners may store Materials in a neat fashion on their Lot if the Materials are not visible from the front of the Lot.
- l. *Common Elements.* Lot Owners are prohibited from the following activities within the Common Elements:
 - i. Disposing of lawn or yard waste, or any other trash.
 - ii. Storage of any Materials, including but not limited to, wood piles, equipment, household items or any other similar materials.



- m. *Drones.* A drone is defined as a powered aerial vehicle that does not carry a human operator, uses aerodynamic forces to provide lift, and flies autonomously, or is remotely piloted, and can either be expandable or recoverable. Said definition is intended to include, but not be limited to, remote controlled "quad-copters" and other widely available aerial devices. No Person or entity may operate a drone on or above any portion of the Common Interest Community without the written permission of the Executive Board, which permission may be granted or denied in the Executive Board's sole discretion. In the event the Executive Board grants a request to operate a drone, the Executive Board may impose reasonable conditions and restrictions on the use of the drone, including, but not limited to, the time, place and manner in which the drone may be operated.
- n. *Marijuana:* Subject to the Americans with Disabilities Act, the Property shall not be used for or in support of the following: any business or facility used in growing, delivering, transferring, supplying, dispensing, dispersing, distributing or selling marijuana or any synthetic substance containing tetrahydrocannabinol, any psychoactive metabolite thereof, or any substance chemically similar to any of the foregoing, whether by prescription, medical recommendation or otherwise, and whether consisting of live plants, seeds, seedlings or processed or harvested portions or harvested portions of the marijuana plant.
- o. *Storage Tanks.* No storage tanks are permitted on or beneath any Lot at any time, except for one (1) water tank, or two (2) water pressure tanks that are installed in the garage or crawl space of the Dwelling.

ARTICLE X ARCHITECTURAL CONTROL

Section 10.1 – Architectural Review Committee ("ARC").

- a. The Architectural Review Committee ("ARC") shall be comprised of not less than two (2), but not more than five (5) individuals chosen by the Declarant. Any or all of the ARC members may be removed and replaced by the Declarant at any time, with or without cause. The control of the ARC shall be relinquished to the Lot Owners via written instrument in recordable form executed by Declarant upon the latest to occur of: (i) the time of which Declarant no longer owns any Lot; or (ii) the first Dwelling has been constructed on each Lot. Upon recordation of the relinquishment of control of the ARC, the Executive Board shall appoint individuals to the ARC.
- b. ARC meetings shall occur at such time as Declarant or another ARC member gives not less than twenty-four (24) hours' notice in advance of the scheduled meeting time. The notice shall be delivered via e-mail, fax or voicemail to each ARC member. ARC meetings shall be held at a location designated by the ARC. ARC



meetings may be held by remote communication if all participating members have adequate information reasonably required to make the decision.

- c. The ARC may render its decision only by written instrument setting forth the action taken specifying the reasons for approval or denial of the application and including any further conditions or requirements for the approval.

Section 10.2 - New Construction, Modifications or Alterations. The ARC shall govern the design, development, architecture and construction of Improvements and Dwellings upon a Lot. No building, structure, fence or other Improvement (including regrading of all or a portion of a Lot), shall be constructed, modified, placed, erected, painted, or altered without the express written approval of the ARC. Once a particular plan, work of Improvement, or project has been approved by the ARC, any work or construction shall be performed in strict conformance with the plan, work, or project submitted to and approved by the ARC. No permission or approval shall be required to rebuild a Dwelling or outbuilding in substantial accordance with the original design and construction, or to repaint in accordance with an originally approved color scheme, or any interior repairs, changes, or remodeling not impacting the exterior appearance of a Dwelling or outbuilding.

Section 10.3 – Review of Additions, Alterations and Improvements by Architectural Review Committee.

- a. In order to maintain architectural integrity and design harmony within the Common Interest Community, and to preserve the value, attractiveness, livability and desirability of the Common Interest Community, certain objective standards, as set forth in this **Article X**, and certain subjective qualities, as set forth in **Article XI**, must be controlled.

Subjective qualities include, but are not limited to: exterior colors, window and deck placement, proportions and bulk, quality and use of materials, and the overall harmony of the general design, type, style and location of proposed Improvements with the topography of the Common Interest Community and with other contemplated or existing Improvements. However, descriptions of desirable subjective qualities are difficult to reduce to writing without unreasonably limiting the creativity of individual contractors.

Therefore, the ARC shall review these subjective aspects of proposed Improvements, as generally described above, and the exterior design, exterior materials, and exterior appearance of the Dwelling structures and other Improvements and shall use its judgment to determine whether or not said Improvements are consistent with the objective standards, as set forth in this **Article X**, and do not detract from the value, attractiveness, livability and desirability of the Common Interest Community.

- b. The ARC may, in its sole and absolute discretion, withhold or condition its approval of any proposed Improvement if it finds the Improvement does not meet the



foregoing subjective standards or the standards set forth in **Article XI**. The ARC may maintain a portfolio containing examples of subjective qualities the ARC deems desirable and use it as a guide when making decisions. At its discretion, the ARC may also choose to review proposed Improvements for compliance with some or all of the other provisions of the Declaration and may withhold approval upon a finding of noncompliance. However, such a review by the ARC shall not relieve the Lot Owner of the responsibility to ensure that all Improvements are constructed and maintained in compliance with the applicable provisions of the Declaration.

- c. The ARC shall also review and consider the experience and previous construction activities of the contractor(s) constructing the Improvements. At its discretion, the ARC may deny approval of any proposed Improvement based upon the experience and previous construction activities of the contractor(s) constructing the Improvements.
- d. Detailed design guidelines and specifications for construction and development of Lots may be adopted by the ARC that are consistent with those set forth in **Article X** and **Article XI** hereof.

Section 10.4 - Exterior Appearance, Colors and Materials. To ensure the development of the Common Interest Community as a Common Interest Community of high standards, the ARC shall be responsible for approving exterior colors to promote a pleasing and compatible neighborhood appearance. In doing so, the ARC shall have the power to approve any exterior color and/or trim prior to application of the paint, and may refuse to grant approval, and may make such exceptions to the choices as it deems appropriate without adversely affecting the overall appearance of the Common Interest Community. Overly vibrant colors shall not be permitted, as will color schemes which clash with the Common Interest Community's overall appearance. Exterior colors shall be restricted to soft "earth tones" as determined by the ARC. Exterior finishes shall be natural wood siding, real brick, real stone, cultured stone, designer block, vinyl, metal, stucco, or any approved equal finish. The application of stucco shall be used only as an accent treatment and is limited to not more than ten percent (10%) of the exterior surface area of any Dwellings or Outbuildings, as defined in **SECTION 11.1.b**. Except for log structures, clear lacquer or varnish is discouraged as it does not withstand the harsh elements and tends to fade rapidly. Lot Owners who elect such exterior finish shall be required to keep such exterior finish in a good state of repair and shall agree to such maintenance in writing as a condition of granting ARC approval (note: this usually requires refinishing approximately every 2-3 years). No Lot Owner of any Lot shall alter the exterior color(s) of any Outbuildings or Dwellings situated within or forming part of such Lot unless written application is submitted to and approved by written endorsement thereon by the ARC.

Section 10.5 – Request for Approval. The ARC may adopt written procedures and requirements for applications for approval of Improvements and charge a fee to cover the cost of processing the application. Such fee shall be determined by the ARC from time to time.



- a. The following matters require approval from the ARC prior to the construction, alteration, or modification of an Improvement:
 - i. Plot plans and building plans;
 - ii. Exterior Dwelling design;
 - iii. Exterior paint colors;
 - iv. Exterior design of Outbuildings;
 - v. Roof plans; and
 - vi. Landscaping plans.

- b. A request for ARC approval must be made no less than seven (7) days before breaking ground.

A request for approval shall be submitted to the ARC by means of electronic mail ("email") to an email address specified by the ARC with a PDF file attachment containing the following items, if applicable:

- i. a letter specifying the name of the contractor and the name, telephone number and email address of the Lot Owner seeking approval requested;
 - ii. plot plan showing the locations and elevations of the Dwelling, with a drainage plan;
 - iii. plans or drawings showing the shape, size, height, elevations, materials, color, texture, location, and square footage of the proposed Improvements;
 - iv. a landscaping plan;
 - v. any other material reasonably required by the ARC, such as material samples, or pictures of the proposed materials;
- c. If the ARC finds that the application as submitted is not adequate to allow a decision to be made, the ARC shall so notify the Lot Owner in writing within seven (7) days of its receipt of the incomplete application. The notice shall include a list of the deficiencies or additional information required by the ARC. The application shall be deemed complete when the Lot Owner submits all said additional details to the ARC. If no such notice is made to the Lot Owner within said seven (7) day period, the application shall be deemed complete as originally submitted.



Section 10.6 – ARC Decision.

- a. The ARC may make written approval or denial of the proposed Improvements within thirty (30) days from the date the application was deemed complete under the above **SECTION 10.5**. If the ARC finds reason to object to the proposed Improvements, it may provide the Lot Owner with a written denial identifying the concerns and objections thereto. If the ARC fails to respond in writing within said thirty (30) day period, then the request for approval shall be deemed denied.
- b. If a plan is not approved by the ARC, the Lot Owner, after receipt of notice of disapproval may request a meeting with ARC to attempt to resolve the reasons for the disapproval. If such a meeting is requested, the ARC shall meet with the Lot Owner within five (5) days after receipt of a request for a meeting, and provide a detailed explanation of the reasons for disapproval and specify the revisions and/or corrections to the plan that would be acceptable to the ARC. Within seven (7) days after said meeting, the Lot Owner may resubmit the plans to the ARC and the ARC shall make written approval or denial of the proposed plan within two (2) days after receipt of the Lot Owner's re-submitted plans.
- c. ARC review does not imply a review as to the adequacy of the plans or specifications for strength, suitability, durability and structural design. Furthermore, approval of requests to the ARC shall not give rise to any liability or responsibility for the quality or sufficiency of design or materials.
- d. While the design restrictions set forth in **Articles X and XI** of the Declaration are intended to provide a framework for construction and modification for Lot Owners, they are not all-inclusive. The ARC, in its sole discretion, reserves the right to grant waivers to or variances from the restrictions in **Articles X and XI** of the Declaration for appropriate causes shown. The ARC also reserves the right to establish time limits and impose reasonable conditions on its approval of a request under **Section 10.5**. When considering such waivers, variances or conditions, the ARC may take into consideration certain circumstances, including but not limited to, topography, natural obstructions, environmental concerns, hardship, unique architectural features of a Lot, or factors where such variance or waiver may materially improve the overall appearance of a Lot or the Common Interest Community. No waiver shall be deemed effective unless such waiver is in writing and signed by at least two (2) members of the ARC, prior to construction of Improvements.

**ARTICLE XI
DESIGN RESTRICTIONS**

Lots are restricted to the design requirements contained in this **Article XI**. Improvements on Lots must comply with all applicable ordinances of the Municipality of Anchorage.



Section 11.1 – Types of Structures and Restrictions. Improvements on Lots are restricted to the types and numbers of structures as set forth in this Section.

- a. *Dwellings.* Lots shall be restricted to one (1) single family Dwelling. No Dwelling shall be more than two and one-half (2 ½) stories in height. The minimum square footage of gross floor area for living space, excluding porches, garages, covered patios or sun decks, shall be as follows:

Lots 1-15

Single-story Dwellings: 2,100 sq. ft. minimum

Multi-story Dwellings: 2,400 sq. ft. minimum

Lots 16-28

Single-story Dwellings: 1,800 sq. ft. minimum

Multi-story Dwellings: 2,100 sq. ft. minimum

The ARC, in its sole discretion, may expressly waive the size requirements contained herein. Any such waiver may be granted only if the proposal substantially conforms with the letter and intent of this Declaration and the finished appearance contributes to the appearance of the Common Interest Community.

- b. *Dwelling Exterior.* Each Dwelling shall have finished siding. T1-11 siding, or material of similar appearance, quality, cost and/or composition on any side of the Dwelling is prohibited. The exterior finish of the front side of each Dwelling (the side facing the street) shall include at least two (2) types of exterior siding (ex. lap siding, shakes, stone, board & batten, clear cedar, or other material, as approved by the ARC.).
- c. *Accessory Dwelling Unit.* Not more than one (1) Accessory Dwelling Unit (“ADU”) shall be permitted on a Lot. The ADU may either be attached to or detached from the principal Dwelling on the Lot. A Lot with an ADU shall have sufficient garage and/or driveway space to ensure adequate parking in the garage or driveway for the occupants of the ADU. ADU’s shall be constructed and occupied in accordance with this Declaration and any requirements set by the Municipality of Anchorage, including, without limitation, the provisions of AMC 21.05.070. The exterior of an ADU, including the structure, color and architectural appearance shall complement the structure and architectural appearance of the principal Dwelling on the Lot.
- d. *Outbuildings.* Outbuildings shall be defined as sheds, greenhouses, detached ADUs, dog houses, or other similar such structures (“**Outbuildings**”). Detached garages are not Outbuildings. Outbuildings must be permanently affixed to the ground and constructed in accordance with Municipal code, and shall be subject to ARC approval.



- i. Number of Outbuildings. Not more than two (2) Outbuildings shall be permitted per Lot.
 - ii. Approval Required. No Outbuilding may be erected until the plans for such Outbuilding have been approved in writing by the ARC.
 - iii. Material. Outbuildings must be constructed of wood or other material that compliments the finished material of the Dwelling, except for greenhouses, which may be partially sided and roofed with glass or other material approved by the ARC.
 - iv. Exterior Color. The siding product and exterior color of the Outbuildings shall be similar to and aesthetically compatible with the exterior color of the Dwelling.
 - v. Placement. No Outbuilding shall be placed in utility easements without a letter of non-objection from the relevant utility and subject letter attached to the application submittal to the ARC.
- e. *Location & Setbacks.* The specific location of Dwellings, Outbuildings, structures and other Improvements on a Lot is subject to the approval of the ARC; provided, however, that all Improvements on a Lot shall be placed in compliance with the applicable Municipality of Anchorage Lot setback requirements. The ARC reserves the right to require more restrictive setbacks in order to preserve the overall harmony of the location of proposed Improvements with the topography of the Common Interest Community and with other contemplated or existing Improvements, and to minimize the obstruction of views from other Lots.
- f. *Garages.* Garages shall be a minimum of seven hundred square feet (700 sq. ft.) and may be attached or detached. Visual impact of garage doors shall be minimized by such measures as, but not limited to, location of the Dwelling, protective overhangs, or projections, special door facing materials or design and/or landscaping. Only raised panel wood or metal doors shall be permitted. The color of the garage trim shall complement and be aesthetically compatible with the exterior color of the Dwelling. Garage doors with windows are encouraged, but not mandatory. Lot Owners shall not be permitted to use attached or detached garages for living purposes.
- g. *Fences, Gates, Dog Runs, Pens, Garden Enclosures, or Similar Structures.* Fences including yard fencing, fencing for dog runs, garden enclosures, and any other exterior boundary dividers, gates, or associated structures may be permitted in accordance with the following provisions:



- i. No fence shall be erected until after the plans for such fence are approved, in writing, by the ARC.
 - 1. The ARC may publish fence design specifications from time to time.
 - 2. Fences must be preserved by a clear sealant or stained with a natural cedar colored stain within thirty (30) days of fence construction. Fences shall be stained at least biannually. No painting of fences shall be permitted.
 - 3. Fences must be constructed with all the cross beams and cross bracings on the inside of the fence.
- ii. Fences shall be prohibited from being erected in the front yard.
- iii. Except for dog runs, which may be constructed of any material including chain link, all other fences shall be natural wood fences. Notwithstanding the foregoing, wooden fences may have metal posts and brackets.
- iv. Dog runs shall be prohibited from being placed: (1) closer than ten feet (10') to any side Lot line; (2) closer than twenty feet (20') to any rear Lot line; and (3) within the front yard.
- v. Side yard fences may not extend farther forward than the front corner of the Dwelling.
- vi. In accordance with **ARTICLE IX**, all fences shall meet the Municipality of Anchorage requirements for fence height unless the restrictions contained in the Declaration are more restrictive, in which case, the fence height shall be governed by the more restrictive covenants.
- h. *Driveways and Parking Areas.* All driveways and parking areas shall be paved or similarly improved. Lot Owners shall obtain all necessary approvals from utility companies at the Lot Owner's expense, prior to construction of driveways and walkways crossing utility infrastructure. Lot Owners shall install at their own expense all culverts and coverings for driveways crossing drainage ditches. Flare ends shall be placed on all culverts and properly backfilled to minimize abrupt edges on the road. Driveways shall be kept clean and clear of all oil drippings, stains, or other unsightly Vehicle byproducts or discharge.
- i. *Temporary Structures.* No temporary structure, boat, truck, trailer, camper or Recreational Vehicle of any kind shall be used as a living area while located on the Property; however, trailers or temporary structures for use incidental to the construction of Improvements may be placed on a Lot but shall be removed



within a reasonable time after completion of construction of the Improvement.

- j. *Landscaping.* Landscaping shall be completed within nine (9) months after construction of a Dwelling is completed, but in any event not more than fifteen (15) months after construction of a Dwelling is commenced. Lot Owners may be permitted to keep vegetable gardens on their Lots, provided that such vegetable gardens are set fifty feet (50') away from the front edge of the Lot.
- k. *Preservation of Trees.* In order to provide a natural separation between Lots and maintain the natural beauty and aesthetic value of the trees and wooded surroundings of the Property:
 - i. Standing trees of size and beauty within a Lot shall be preserved to the maximum extent possible, except that trees may be removed to provide for construction and trees may be thinned to provide reasonable views. In no event shall all trees be removed from a Lot.
 - ii. Notwithstanding the foregoing, the removal of any live trees within twenty-five feet (25') from the front, side or rear boundaries of a Lot shall require the prior written approval of the ARC, except to the extent that the clearing of certain trees may be necessary for the placement of a driveway that has already been approved by the ARC.
 - iii. Dead, diseased or naturally fallen vegetation shall be removed from a Lot by the Lot Owner each year between June 15 and October 15.
- l. *Utility Lines, Aerials, and Antennas.* All electrical service, telephone lines and television cables shall be placed underground.
- m. *Water and Sewer.* Each Lot shall have its own water well, and septic waste system. The well and septic systems shall be required to meet all requirements of the Department of Environmental Conservation.
- n. *Mailboxes, Mail and/or Newspaper Delivery Receptacles.* It is the intent of the Declarant that mail receptacles for the individual Lots shall be a Cluster Mailbox, in accordance with U.S. Postal Service requirements. Accordingly, no individual mailbox shall be erected on a Lot. The ARC, subject to approval by the U.S. Postal Service, reserves the right at any time in the future to design uniform enclosures or structures to house a Cluster Mailbox. If the U.S. Postal Service ceases requiring a Cluster Mailbox, the ARC will review these changes and may provide new rules governing mailboxes.

Section 11.2 – Non-Waiver. Approval by the ARC of any plans or specifications submitted for approval herein as specified shall not be deemed to be a waiver by the ARC of its right to object



to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications.

Section 11.3 – Completion of Construction. Once commenced, construction of a Dwelling or other Improvement shall be completed within **twelve (12) months**. However, this timeframe may be extended by the ARC on a case by case basis to the following summer. During the course of construction, the Lot Owner or the Lot Owner's contractor shall be responsible for protection of pavements, curbs, walks, streets, shoulders, utility structures and landscaping contiguous to, in the vicinity of, or leading to the construction area, from damage. The Lot Owner or the Lot Owner's contractor shall correct any disturbance caused to pavement, curbs, walkways, streets, shoulders, utility structures or landscaping. The Lot Owner shall also keep the road right-of-way and driveways reasonably clear of equipment, building materials, dirt, debris and similar items. Slash, stumps, overburden piles, surface debris and vegetation approved by the ARC for excavation and/or clearing operations during construction shall be removed from the Common Interest Community within thirty (30) days of completion of excavation or clearing operations. Such disturbed, cleared and exposed soil surfaces shall be reseeded or covered with landscaping or natural vegetation to prevent soil erosion.

ARTICLE XII EASEMENTS AND LICENSES

The easements or licenses to which the Common Interest Community is presently subject to are recited in **SCHEDULE A-1**. In addition, the Common Interest Community is subject to the easements or licenses granted by the Declarant pursuant to **ARTICLE VII**.

ARTICLE XIII RELOCATION OF BOUNDARIES BETWEEN ADJOINING LOTS

Section 13.1 – Subdividing Lots, Combining Lots, or Relocating Lot Boundaries. Subdivision of a Lot is prohibited except as may occur during the relocation of a boundary or boundaries between adjoining Lots, or the combining of two (2) or more adjacent Lots.

Subject to approval, of the Municipality of Anchorage, the boundaries between adjoining Lots may be relocated, or adjoining lots may be combined, by an amendment to the Declaration upon application to the Association by the Lot Owners of the Lots affected by the relocation or combining. If the boundary or boundaries between adjoining Lots are relocated, the Allocated Interests of the Lots shall not be changed. If two (2) or more Lots are combined, then the newly created Lot shall have the percentage of liability for Common Expenses that is the total of the percentage held by the combined Lots prior to the combination. Within thirty (30) days after receipt of the application, the Association shall prepare an amendment that identifies the Lots involved, states the action being taken and the Allocated Interests of the Lots involved, and indicates the Association's consent. The amendment to the Declaration must be executed by the affected Lot Owners and the approval of all holders of Security Interests in the affected Lots shall be endorsed thereon. On recordation, the amendment to the



Declaration shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

Section 13.2 - Recording Amendments. The Association shall prepare and record Plats necessary to show the altered boundaries between adjoining Lots, and their dimensions and identifying numbers. The applicants will pay for the costs of preparation of the amendment, Plat recording costs, and the reasonable consultant fees of the Association if it is deemed necessary to employ a consultant by the Executive Board.

ARTICLE XIV AMENDMENTS TO DECLARATION

Section 14.1 – General. Except as otherwise provided by law or elsewhere in the Declaration, the Declaration, may be amended only by vote or agreement of Lot Owners to which at least **sixty-seven percent (67%)** of the votes in the Association are allocated.

Section 14.2 – Execution of Amendments. An amendment to the Declaration must be executed and recorded on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of such designation, by the president of the Association.

Section 14.3 – Recordation of Amendments. Each amendment to the Declaration must be recorded in the Anchorage Recording District. The amendment to the Declaration is effective only upon recording.

Section 14.4 – Limitations of Challenges. An action to challenge the validity of an amendment adopted by the Association pursuant to this **Article XIV** may not be brought more than one (1) year after the amendment to the Declaration is recorded.

Section 14.5 – Special Declarant Rights. Provisions in the Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

ARTICLE XV AMENDMENTS TO BYLAWS

The Bylaws may be amended only by two-thirds (2/3) of the members of the Executive Board, following Notice and Comment to all Lot Owners, at any meeting duly called for such purpose.

ARTICLE XVI TERMINATION

Termination of the Common Interest Community may be accomplished only by the procedures specified in Section 34.08.260 of the Act, which section is adopted herein by reference.



ARTICLE XVII
ASSESSMENT AND COLLECTION OF COMMON EXPENSES

Section 17.1 – Apportionment of Common Expenses. Except as provided in **SECTION 17.2**, all Common Expenses shall be assessed against all Lots in accordance with their percentage interest in the Common Expenses as shown on **SCHEDULE A-2** to the Declaration.

Section 17.2 – Common Expenses Attributable to Fewer than all Lots.

- a. Any Common Expense for services provided by the Association to an individual Lot, either required by the Declaration or provided at the request of the Lot Owner, shall be assessed against the Lot which benefits from such service.
- b. An assessment to pay a judgment against the Association may 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.
- c. If a Common Expense is caused by the misconduct of a Lot Owner, the Association may assess that expense exclusively against the Lot.
- d. Fees, including attorney's fees, charges, late charges, fines, collection costs and interest charged against the Lot Owner pursuant to the Documents are enforceable as Common Expense assessments.

Section 17.3 – Lien.

- a. The Association has a lien on a Lot for an assessment levied against the Lot or fines imposed against the Lot Owner from the time the assessment or fine becomes due. Fees, charges, late charges, collection costs, including reasonable attorney's fees, fines and interest charged pursuant to any of the Association's Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- b. A lien under this **SECTION 17.3** is prior to all other liens and encumbrances on a Lot except: (1) a lien and encumbrance recorded before the recordation of the original Declaration described above in the introductory paragraph of this Document; (2) a first Security Interest on the Lot recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. A lien under this **SECTION 17.3** is also prior to all Security Interests described in **Subsection (2)** of this **Section 17.3.b** if the common expense assessment based on the periodic budget adopted by the Association, pursuant to **SECTION 17.4**, would have become due in the absence of



acceleration during the six (6) months immediately preceding the institution of an action to enforce the Association's lien. This does not affect the priority of mechanic's or materialmen's liens, or the priority of a lien for other assessments made by the Association. A lien under this Section is not subject to the provisions of AS 09.38.010, as it may be amended from time to time.

- c. Recording of the Declaration constitutes a record notice and perfection of the lien. Further recording of a claim of lien for assessments under this Section is not required.
- d. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessment becomes due; provided that if a Lot Owner subject to a lien under this Section files a petition for relief under the U.S. Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under §362 of the U.S. Bankruptcy Code is lifted.
- e. This Section does not prohibit an action to recover sums for which the Association has a lien; nor does it prohibit the Association from taking a deed in lieu of foreclosure.
- f. When the Association acquires a judgment or decree in any action brought under this Section, such judgment or decree shall include an award to the Association for actual collection costs and reasonable attorney's fees.
- g. A judgment or decree in an action brought under this Section is enforceable by execution under AS 09.35.010, as it may be amended from time to time.
- h. The Association's lien must be foreclosed as a lien is foreclosed under AS 34.35.005, as it may be amended from time to time.
- i. In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Lot Owner to collect all sums alleged to be due from that Lot Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to **SECTION 17.4**.
- j. The purchaser at a foreclosure sale initiated by the holder of a Security Interest in a Lot is not liable for any unpaid assessments against the Lot which became due before the sale, other than the assessments which are prior to that Security Interest under **SECTION 17.3.b**, above. Any unpaid assessments not satisfied from the proceeds of



sale become common expenses for which all the Lot Owners, including the purchaser at the foreclosure sale, may be assessed. For the purposes of this Section, "the purchaser" shall include, but not be limited to, any holder of a Security Interest in a Lot which obtains title to a Lot.

- k. Any payments received by the Association to discharge a Lot Owner's obligation may be applied to the oldest balance due, regardless of any contrary payment directive given by the Unit Owner.
- l. The Association may acquire, hold, lease, mortgage and convey a Lot foreclosed upon pursuant to this Section for unpaid assessments.
- m. A lien under this Section shall not be affected by any sale or transfer of a Lot except as provided in **Subsection j**, above.

Section 17.4 – Budget Adoption and Ratification. The Executive Board shall adopt a proposed budget for the Common Interest Community, and shall, within thirty (30) days after adoption, provide a summary of the budget to each Lot Owner. The Executive Board shall set a date for a meeting of the Lot Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a Majority of all Lot Owners rejects the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Lot Owners continues until the Lot Owners ratify a budget proposed by the Executive Board.

Section 17.5 – Non-Budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in **SECTION 17.2**, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Executive Board shall submit such Common Expenses to the Lot Owners for their consideration and comment in the same manner as a budget under **SECTION 17.4**, above; provided, however, that such assessment can be considered at a special meeting as long as the notice required for annual meetings is provided to the Lot Owners.

Section 17.6 – Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Lot Owner a statement in recordable form setting out the amount of unpaid assessments against his or her Lot. The statement must be furnished within ten (10) business days after receipt of the request and is binding upon the Association, the Executive Board and each Lot Owner.

Section 17.7 – Payment of Common Expenses. All Common Expenses assessed under this **ARTICLE XVII** shall be due and payable at payment intervals determined by the Executive Board.

Section 17.8 – Acceleration of Common Expense Assessments. In the event of a default of a period of ten (10) days by any Lot Owner in the payment of any Common Expense assessments levied against his or her Lot, the Executive Board shall have the right, after Notice and Hearing, to



declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable. The holder of a first Security Interest in a Lot which has acquired title to any Lot as a result of a foreclosure of its Security Interest shall be exempt from the application of this Section.

Section 17.9 – Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first (1st) day of the month following the month in which conveyance of a Lot to a Lot Owner occurs, except that reasonably reduced assessments may be allocated to any unsold Lots, for a period not exceeding sixty (60) days after conveyance of the first Lot. Said reduction in Declarant assessments for unsold Lots include management fees and any other costs deemed unnecessary for unsold Lots.

Section 17.10 – No Waiver of Liability for Common Expenses. No Lot Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the assessments are made.

Section 17.11 – Personal Liability of Lot Owners. The Lot Owner of a Lot at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Lot unless he or she agrees to assume the obligation.

Section 17.12 – Reserves. As part of the adoption of the regular budget pursuant to SECTION 17.4, the Executive Board shall include an amount which, in its reasonable business judgment, shall establish and maintain an adequate reserve fund for the replacement of Improvements within the Common Elements, based upon the Improvement's age, remaining life and estimated replacement cost. Alternatively, the Executive Board, in its reasonable business judgment, may choose not to collect reserves for the maintenance, repair and replacement of the Common Elements. In such case, if any maintenance, repair and replace of the Common Elements is necessary at a future date, which (1) the cost of maintenance is not covered or (2) a deductible is required under the insurance policy obtained by the Association, a special assessment may be assessed to each Lot Owner for the cost of such maintenance or said insurance deductible.

Section 17.13 – Capitalization of the Association. At the closing of a Lot, each Lot Owner shall be required to pay an amount equal to two (2) months of the Common Expense assessment, at the rate in effect at the time of the sale, in order to establish the *working capital fund*, which is to be used until there are sufficient funds from the Common Expense assessments to cover all on-going operating expenses. Such payments to this fund shall not be considered *advance payments* of the Common Expense assessments. Each Lot's share is collected at the time the sale of the Lot is closed, and then transferred to the Association. Within sixty (60) days after conveyance of the first Lot from Declarant to a Lot Owner, the Declarant shall pay each unsold Lot's share of the working capital fund to the Association. Declarant shall be reimbursed for this payment from the funds collected at closing when the unsold Lots are sold. The working capital fund may be discontinued when the following occurs: (1) the Declarant has completed its transfer of control to the Association; and (2) the Association has



demonstrated, at a minimum, a two (2) year history of financial viability to include the establishment of adequate reserves.

ARTICLE XVIII RIGHT TO ASSIGN FUTURE INCOME

The Association may assign its future income, including its right to receive Common Expenses, only by the affirmative vote of Lot Owners to which at least fifty-one percent (51%) of the votes in the Association are allocated, at a meeting called for that purpose.

ARTICLE XIX PERSONS AND LOTS SUBJECT TO DOCUMENTS

All Lot Owners, tenants, mortgagees and occupants of Lots shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or entering into occupancy of a Lot constitutes agreement that the provisions of the Documents are accepted and ratified by such Lot Owner, tenant, mortgagee or occupant, and all such provisions recorded in the records of the Anchorage Recording District, Third Judicial District, State of Alaska, are covenants running with the land and shall bind any Persons having at any time any interest in such Lot.

ARTICLE XX INSURANCE

Section 20.1 – Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in this **ARTICLE XX**. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein shall not be maintained, the Executive Board shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Lot Owners at their last known address.

Section 20.2 – Property Insurance.

- a. Property insurance shall be maintained on any personal property or insurable Common Element Improvements owned by the Association. Selecting the deductible and allocation of responsibility for payment of the deductible shall be according to the policy established by the Executive Board.
- b. *Risks Insured Against.* The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.
- c. The name of the insured shall be substantially as follows:

"OVERLOOK ESTATES 3 HOMEOWNERS ASSOCIATION, INC."



- d. **Lot Owners shall maintain such insurance as they may choose insuring the insurable structures located within their Lot.** Lot Owners are encouraged to insure their Improvements and personal property.

Section 20.3 – Liability Insurance. The Association shall maintain liability insurance, including medical payments insurance, in an amount determined by the Executive Board 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 and the activities of the Association. Insurance policies carried pursuant to this Section shall provide that:

- a. Each Lot Owner is an insured Person under the policy with respect to liability arising out of membership in the Association;
- b. The insurer waives the right to subrogation under the policy against a Lot Owner or member of the household of a Lot Owner;
- c. An act or omission by a Lot Owner, unless acting within the scope of the Lot Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy;
- d. If, at the time of a loss under the policy, there is other insurance in the name of a Lot Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance;
- e. The insurer issuing the policy may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Lot Owner, and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known address.

Section 20.4 – Fidelity Insurance. The Association shall obtain a fidelity insurance policy.

Section 20.5 – Workers' Compensation Insurance. The Executive Board shall obtain and maintain workers' compensation insurance if required to comply with the laws of the State of Alaska.

Section 20.6 – Directors' and Officers' Liability Insurance. The Executive Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

Section 20.7 – Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Lot Owners.

Section 20.8 – Premiums. Insurance premiums shall be a Common Expense.



ARTICLE XXI
RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

Section 21.1 – Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the Documents require that an action to be taken after "Notice and Comment" and at any other time the Executive Board determines, then the Lot Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Lot Owner in writing and shall be delivered personally or by mail to all Lot Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Lot Owners. The notice shall be given not less than **ten (10) days** before the proposed action is to be taken. It shall invite comment to the Executive Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Lot Owner to be heard at a formally constituted meeting.

Section 21.2 – Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Lot Owners whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. The notice shall be given in writing and shall be delivered personally or by mail, not less than **ten (10) days** before the hearing date. At the hearing, affected Persons shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected Persons shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 21.3 – Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of Persons other than the Executive Board by filing a written notice of appeal with the Executive Board within **twenty (20) days** after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

Section 21.4 – Mediation and Arbitration.

- a. *Mediation Clause.* No Lot Owner shall commence an arbitration proceeding under the provisions of **SECTION 21.4.b** below unless such Lot Owner shall first give a written notice (a "Dispute Notice") to the Association stating the nature of the dispute. The parties shall attempt in good faith to resolve the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association. If the dispute has not been resolved by mediation as provided above within **sixty (60) days** after the delivery of the Dispute Notice, the dispute shall be determined by



arbitration in accordance with the provisions of **SECTION 21.4.b.**

- b. *Arbitration Clause.* Any controversy, claim or dispute of whatever nature arising between Lot Owners or between Lot Owners and the Association, including but not limited to those arising out of or relating to the Declaration and associated documents or the construction, interpretation, performance, breach, termination, enforceability or validity of the Declaration, whether such claim existed before or arises on or after the date of the Declaration, including the determination of the scope of the Declaration to arbitrate, that is not settled through mediation as provided in **SECTION 21.4.a** above shall be determined by arbitration, by one arbitrator in Anchorage, Alaska, governed and administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction. The arbitrators shall award the prevailing party reasonable expenses and costs, including reasonable attorneys' fees, plus interest on the amount due at the legal rate provided in AS 45.45.010(a). The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled reasonable expenses and costs, including a reasonable attorney's fee, for having to compel arbitration or defend or enforce the award.

ARTICLE XXII EXECUTIVE BOARD

Section 22.1 – Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, the Bylaws or the Articles of Incorporation. The Executive Board shall have, subject to the limitations contained in the Declaration and the Nonprofit Corporations Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community which shall include, but are not limited to, the following:

- a. Adopt and amend Bylaws, Rules and regulations;
- b. Adopt and amend budgets for revenues, expenditures and reserves;
- c. Collect assessments for Common Expenses from Lot Owners;
- d. Hire and discharge managing agents;
- e. Hire and discharge employees, independent contractors, and agents, other than managing agents;
- f. Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Association's Declaration, Bylaws or Rules in the



Association's name on behalf of the Association or two (2) or more Lot Owners on matters affecting the Common Interest Community;

- g. Make contracts and incur liabilities;
- h. Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- i. Cause additional Improvements to be made as part of the Common Elements;
- j. Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 34.08.430 of the Act;
- k. Grant easements for any period of time, including permanent easements, and leases, licenses and concessions through or over the Common Elements;
- l. Impose and receive a payment, fee or charge for the use, rental or operation of the Common Elements and for services provided to Lot Owners;
- m. Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, Bylaws, Rules and regulations of the Association;
- n. Impose a reasonable charge for the preparation and recordation of amendments to the Declaration, the filing and recording of a plat or plan that accompanies an amendment, resale certificates, or a statement of unpaid assessments;
- o. Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;
- p. Assign the Association's right to future income, including the right to receive Common Expense assessments;
- q. Exercise any other powers conferred by the Declaration or the Bylaws;
- r. Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;
- s. Exercise any other power necessary and proper for the governance and operation of the Association; and



- t. By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Lot Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Lot Owner within **twenty (20) days** of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 22.2 – Executive Board Limitations. Except as otherwise provided in the Declaration, the Executive Board may not act on behalf of the Association to amend the Declaration, to terminate the Common Interest Community, or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of the term.

Section 22.3 – Minutes of Executive Board Meetings. The Executive Board shall permit any Lot Owner to inspect the minutes of Executive Board meetings during normal business hours. The minutes shall be available for inspection within fifteen (15) days after such meeting.

Section 22.4 – Inspection of Books. The Association shall maintain current copies of the Declaration, Bylaws, Rules, books, records and financial statements. The Association shall permit any Lot Owner to inspect the books and records of the Association during normal business hours.

Section 22.5 – Financial Statements. The Association shall provide any Lot Owner who submits a written request a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association.

Section 22.6 – Professional Management & Resale Certificates. Notwithstanding anything in the foregoing Article, the Common Interest Community shall be managed by a professional management company at all times. All resale certificates shall be prepared by an attorney hired by the Association for that purpose.

ARTICLE XXIII OPEN MEETINGS

Section 23.1 – Access. All meetings of the Executive Board, at which action is to be taken by vote at such meeting will be open to the Lot Owners, except as hereafter provided.

Section 23.2 – Notice. Notice of every such meeting will be given not less than twenty-four (24) hours prior to the time set for such meeting by posting a notice in a conspicuous place within the Property except that such notice will not be required if an emergency situation requires that the meeting be held without delay.



Section 23.3 – Executive Sessions. Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Lot Owners, where the action to be taken at the executive session involves personnel, pending litigation, contract negotiations, or enforcement actions, or where no action is taken at the executive session requiring the affirmative vote of Directors.

ARTICLE XXIV CONDEMNATION

If part or all of the Common Interest Community is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with Section 34.08.740 of the Act.

ARTICLE XXV MISCELLANEOUS

Section 25.1 – Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents or the intent of any provision thereof.

Section 25.2 – Gender. The use of the masculine gender refers to the feminine and neutral genders and the use of the singular includes the plural and vice versa, whenever the context of the Documents so require.

Section 25.3 – Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 25.4 – Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

Section 25.5 – Conflict. The Documents are intended to comply with the requirements of the Alaska Nonprofit Corporations Act, and with the Uniform Common Interest Ownership Act, to the extent that the requirements of AS 34.08.030 are met. In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between the Declaration and any other Document, the Declaration shall control.

Section 25.6 – Rights of Action. The Association and any aggrieved Lot Owner shall have a right of action against Lot Owners for failure to comply with the provisions of the Documents, or with decisions of the Association which are made pursuant to the Documents. Lot Owners shall also have such rights of action against the Association.



Section 25.7 – Violations of Restrictions. The Association may assess fines for violations of any restriction of the Declaration in accordance with rules adopted by the Association and amended from time to time.

IN WITNESS WHEREOF, the Declarant has caused the Declaration to be executed this 14th day of December, 2021.

DECLARANT: EKLUTNA, INC.

By: [Signature]
Kyle Foster
Its: Chief Executive Officer

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 14th day of December, 2021, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **KYLE FOSTER**, to me known and known to me to be the **CHIEF EXECUTIVE OFFICER** of **EKLUTNA, INC.**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Executive Board.

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



[Signature]
Notary Public in and for Alaska
My Commission Expires: 2/14/22



APPROVAL OF LENDER- NORTHTRIM BANK

The undersigned is the beneficiary under the following Deed of Trust:

Commercial Real Estate Deed of Trust, including the terms and provisions thereof, securing the amount shown together with any other amounts due thereunder, recorded on September 23, 2021 as Serial No. 2021-051804-0, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

The undersigned beneficiary approves the foregoing Declaration and the undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under said Deed(s) of Trust, including any amendments thereto, and Financing Statement shall not render void or otherwise impair the validity of the Declaration and the covenants running with the land described in the Declaration; and consents to the filing of the Plat to reflect the creation of the planned community Lots as shown thereon and submits the Property to the Alaska Uniform Common Interest Ownership Act.

DATED: December 15, 2021.

NORTHTRIM BANK

By: Danica Shiryayev
Its: Vice president

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 15th day of December, 2021, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Danica Shiryayev, known to me to be the Vice president of NORTHTRIM BANK and known to me to be the person who signed the foregoing instrument, on behalf of said entity, and he acknowledged to me that he signed and sealed the same as a free act and deed for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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



Notary Public in and for Alaska

My Commission Expires: Jan 1, 2022

[SCHEDULE A-1 APPEARS ON THE FOLLOWING PAGES]

Declaration of Overlook Estates Addition 3
E4666077368

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2021-068355-0

SCHEDULE A-1: DESCRIPTION OF THE COMMON INTEREST COMMUNITY

Lots 1 through 28, *Overlook Estates Addition 3*, according to the official plat thereof, Plat No. 2021-79, records of the Anchorage Recording District, Third Judicial District, State of Alaska;

EXCEPTING THEREFROM THE SUBSURFACE ESTATE and all rights, privileges, immunities and appurtenances of whatsoever nature accruing unto said estate pursuant to the Alaska Native Claims Settlement Act of December 18, 1971 (85 Stat 688,704; 43 USC 1601,1613(f)(1976)) as reserved by the United States of America in the Patent to said land.

***THE RECORDING DATA FOR RECORDED EASEMENTS & LICENSES
APPURTENANT TO OR INCLUDED IN THE COMMON INTEREST COMMUNITY***

1. Reservations and exceptions as contained in the United States Patent and/or in Acts authorizing the issuance thereof, said patent was recorded May 31, 1979 in Book 406 at Page 593.
2. Terms, covenants, conditions and provisions, including rights-of-way and easements as contained in the Alaska Native Claims Settlement Act dated December 18, 1971, U.S. Public Law 92-203, 85 Stat. 688, 43 U.S.C.A. 1601, et seq, and any amendments and additions thereto, and any regulations arising therefrom.
3. Rights of the public and/or government entities in and to Bureau of Land Management and/or State of Alaska Section Line Easement pursuant to 43 U.S.C. 932 as ratified by Alaska Statute 19.10.010.
4. Reservation of easement for highway purposes, and any assignments or uses thereof for recreational, utility or other purposes, as disclosed by Public Land Order No. 601, dated August 10, 1949, and amended by Public Land Order No. 757, dated October 10, 1959; Public Land Order No. 1613, dated April 17, 1958; and Department of the Interior Order No. 2665, dated October 16, 1951, Amendment No. 1 thereto, dated July 17, 1952 and Amendment No. 2 thereto, dated September 15, 1956, filed in the Federal Register.
5. Rights of the public and/or governmental agencies in and to any portion of said land lying below the ordinary high water line of Unnamed Creek and Eagle River.
6. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded January 5, 1962, at Book 40, Page 69.
7. Utility Easement, including terms and provisions thereof, for the purpose set out therein, in Favor of State of Alaska, Department of Transportation and Public Facilities, recorded September 22, 2011, as Reception No. 2011-045066-0.
8. Slope easements, as dedicated and reserved on the plat of Overlook Estates Addition 3, Plat No. 2021-79.



9. Easement(s) as delineated on the plat of Overlook Estates Addition 3, Plat No. 2021-79.
10. Covenants and notes as shown on the plat of Overlook Estates Addition 3, Plat No. 2021-79.
11. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded September 28, 2020, as Reception No.: 2020-044629-0.
12. Easement, including terms and provisions thereof, for the purpose set out therein, in Favor of ENSTAR Natural Gas Company, a division of SEMCO Energy, Inc., for transportation of natural gas, recorded July 30, 2021, as Reception No. 2021-042066-0.
13. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof, granted to Matanuska Telecom Association, Inc., recorded August 24, 2021, as Reception No. 2021-04611-0, and re-recorded September 14, 2021, as Reception No. 2021-050059-0.
14. Easement for electrical transmission and/or telephone distribution and incidental purposes, including terms and provisions thereof, granted to Matanuska Electric Association, Inc., recorded September 1, 2021, as Reception No. 2021-048186-0, and Corrective ROW Easement recorded October 6, 2021, as Reception No. 2021-054365-0.

[SCHEDULE A-2 APPEARS ON THE FOLLOWING PAGE]



SCHEDULE A-2: TABLE OF INTERESTS

LOT	PERCENTAGE SHARE OF COMMON EXPENSE LIABILITY*	VOTES IN THE ASSOCIATION
1	3.6%	1
2	3.6%	1
3	3.6%	1
4	3.6%	1
5	3.6%	1
6	3.6%	1
7	3.6%	1
8	3.6%	1
9	3.6%	1
10	3.6%	1
11	3.6%	1
12	3.6%	1
13	3.6%	1
14	3.6%	1
15	3.6%	1
16	3.6%	1
17	3.6%	1
18	3.6%	1
19	3.6%	1
20	3.6%	1
21	3.6%	1
22	3.6%	1
23	3.6%	1
24	3.6%	1
25	3.6%	1
26	3.6%	1
27	3.6%	1
28	3.6%	1
28 Lots	100.0%	28

**Allocations are subject to rounding to result in 100%.*



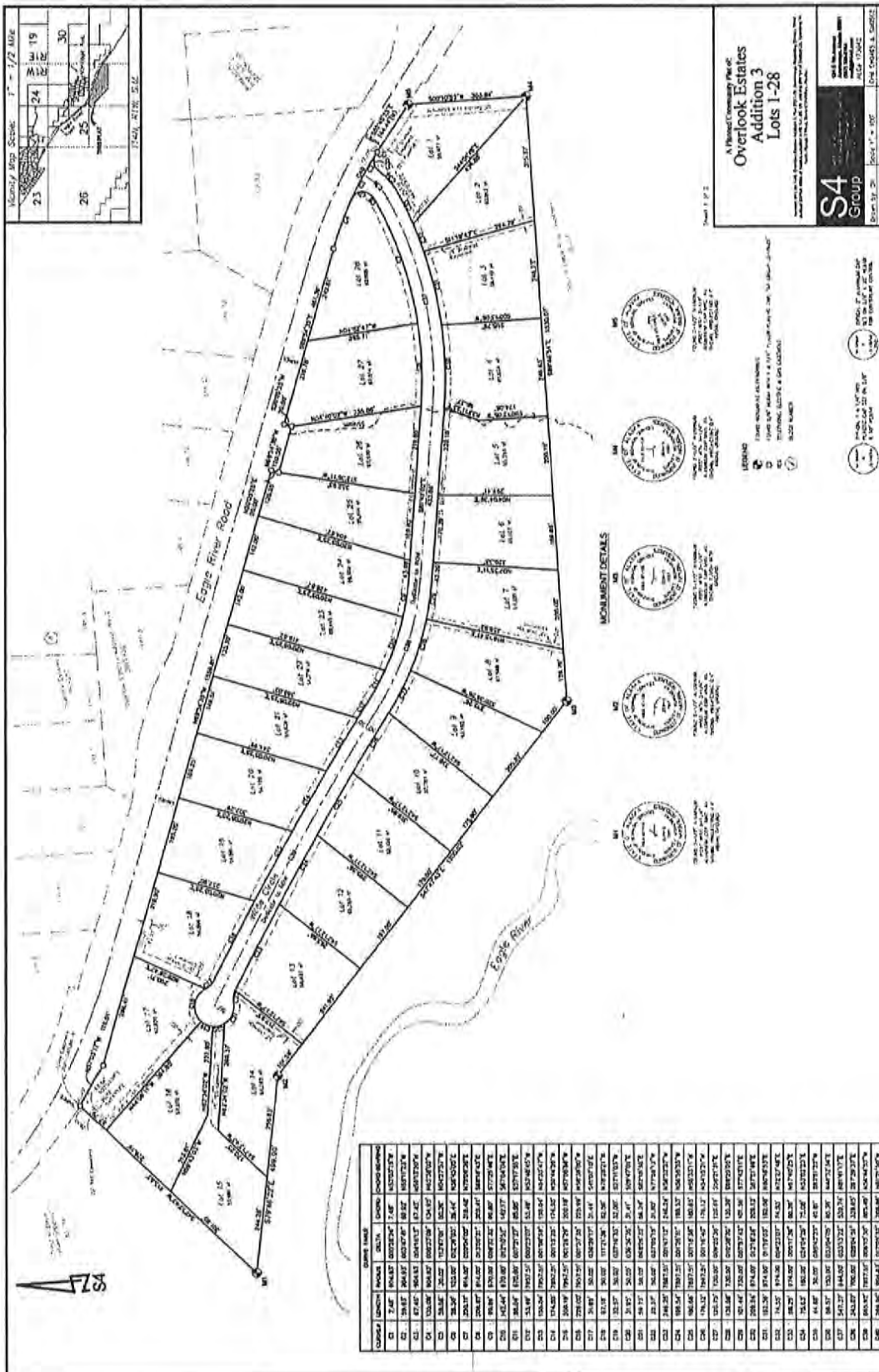
SCHEDULE A-3: PLAT

OVERLOOK ESTATES ADDITION 3

*A Planned Community located on
Lots 1-28, Overlook Estates Addition 3,
according to the official plat thereof, Plat No. 2021-79,
Anchorage Recording District, Third Judicial District, State of Alaska.*

[PLANNED COMMUNITY PLAT APPEARS ON THE FOLLOWING PAGES]





**Enlargements of Sheet 1 of the Planned Community Plat
appear on the Following Pages**



A Planned Community Plat of:
**Overlook Estates
Addition 3
Lots 1-28**

Located on Lots 1-28, Overlook Estates Addition 3, Plat 2021-79, Anchorage Recording District, Third Judicial District, State of Alaska. Located in NE 1/4, SE 1/4, and the SW 1/4 of Section 25, Township 14 North, Range 1 West, Seward Meridian, Alaska.

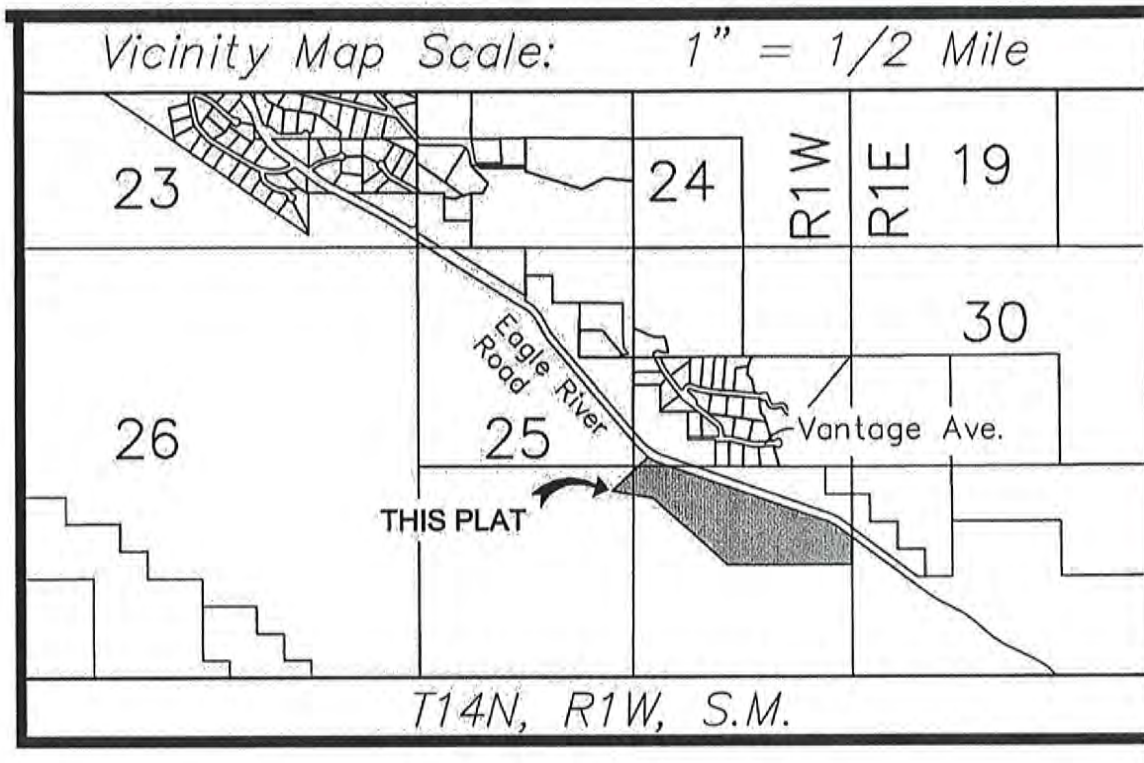
**S4
Group**

Land Surveying
Land Development Consultants
Subdivision Specialists
Construction Surveying

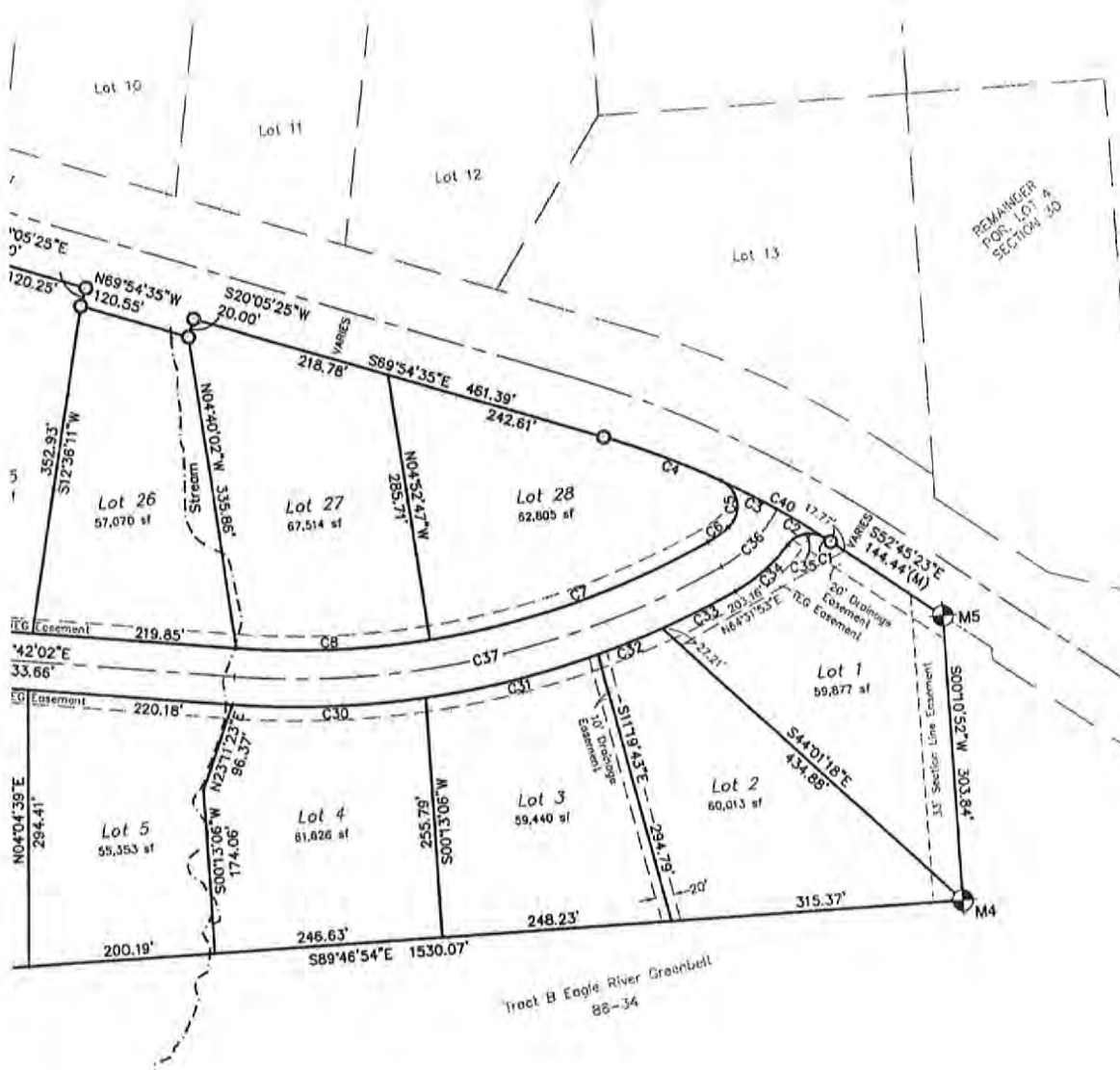
**124 E 7th Avenue
Anchorage, Alaska 99501
(907) 306-8104
mail@S4AK.com
AEC# 173042**

Drawn by: CB	Scale 1" = 100'	Grid SW0465 & SW0565
Field Book: 137	MOA Case S12577	Date: 12/14/2021











MONUMENT DETAILS



FOUND 2-1/2" ALUMINUM
POST WITH 3-1/4"
ALUMINUM CAP MKD. AS
SHOWN, PROJECTING 0.4'
ABOVE GROUND



FOUND 2-1/2" ALUMINUM
POST WITH 3-1/4"
ALUMINUM CAP MKD. AS
SHOWN, PROJECTING 0.4'
ABOVE GROUND



FOUND 2-1/2" ALUMINUM
POST WITH 3-1/4"
ALUMINUM CAP MKD. AS
SHOWN, FLUSH WITH
GROUND



FOUND 2-1/2" ALUMINUM
POST WITH 3-1/4"
ALUMINUM CAP MKD. AS
SHOWN, PROJECTING 0.4'
ABOVE GROUND

Declaration of Overlook Estates Addition 3
E4666077368

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2021-068355-0

LEGEND



FOUND MONUMENT AS DESCRIBED



FOUND 5/8" REBAR WITH 1 & 1/4" YELLOW PLASTIC CAP, "S4 GROUP LS-7625"

TEG

TELEPHONE, ELECTRIC & GAS EASEMENT



BLOCK NUMBER



TYPICAL 1 & 1/4" RED
PLASTIC CAP SET ON 5/8"
X 30" REBAR



TYPICAL 2" ALUMINUM CAP
SET ON 5/8" X 30" REBAR
FOR CENTERLINE CONTROL



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	7.48'	904.93'	000°28'24"	7.48'	N53°03'15"W
C2	59.93'	904.93'	003°47'41"	59.92'	N55°11'23"W
C3	67.45'	904.93'	004°18'13"	67.43'	N59°13'20"W
C4	135.08'	904.93'	008°33'09"	134.95'	N65°38'02"W
C5	59.58'	30.00'	113°47'01"	50.26'	N04°27'57"W
C6	26.50'	120.00'	012°39'03"	26.44'	N58°45'05"E
C7	320.11'	914.00'	020°04'00"	318.48'	N75°06'36"E
C8	209.87'	914.00'	013°09'21"	209.41'	S88°16'43"E
C9	99.89'	670.00'	008°32'32"	99.80'	S77°25'46"E
C10	142.44'	670.00'	012°10'52"	142.17'	S67°04'04"E
C11	86.04'	670.00'	007°21'27"	85.98'	S57°17'55"E
C12	53.49'	7957.51'	000°23'07"	53.49'	N53°48'45"W
C13	155.04'	7957.51'	001°06'59"	155.04'	N54°33'47"W
C14	174.55'	7957.51'	001°15'25"	174.55'	N55°44'59"W
C15	200.19'	7957.51'	001°26'29"	200.18'	N57°05'56"W
C16	226.00'	7957.51'	001°37'38"	225.99'	N58°38'00"W
C17	31.99'	50.00'	036°39'17"	31.44'	S41°07'10"E
C18	97.18'	50.00'	111°21'39"	82.59'	N78°28'21"W
C19	32.57'	50.00'	037°19'33"	32.00'	S27°11'03"W
C20	31.95'	50.00'	036°36'35"	31.41'	S09°47'01"E
C21	59.73'	50.00'	068°26'32"	56.24'	S62°18'35"E
C22	32.37'	50.00'	037°05'18"	31.80'	N77°59'12"W
C23	246.25'	7897.51'	001°47'12"	246.24'	N58°32'57"W
C24	199.54'	7897.51'	001°26'51"	199.53'	N56°55'55"W
C25	180.66'	7897.51'	001°18'38"	180.65'	N55°33'11"W
C26	176.12'	7897.51'	001°16'40"	176.12'	N54°15'31"W
C27	120.75'	730.00'	009°28'38"	120.61'	S58°21'31"E
C28	135.58'	730.00'	010°38'30"	135.39'	S68°25'05"E
C29	101.44'	730.00'	007°57'43"	101.36'	S77°43'11"E
C30	209.54'	974.00'	012°19'34"	209.13'	S87°51'49"E
C31	192.39'	974.00'	011°19'03"	192.08'	N80°18'53"E
C32	74.55'	974.00'	004°23'07"	74.53'	N72°27'48"E
C33	88.29'	974.00'	005°11'38"	88.26'	N67°40'25"E
C34	75.63'	180.00'	024°04'26"	75.08'	N53°02'23"E
C35	44.88'	30.00'	085°42'23"	40.81'	S83°51'22"W
C36	86.57'	150.00'	033°04'05"	85.38'	N48°32'34"E
C37	547.37'	944.00'	033°13'22"	539.74'	N81°41'17"E
C38	343.07'	700.00'	028°04'51"	339.65'	S67°39'37"E
C39	865.92'	7927.51'	006°15'30"	865.49'	N56°44'57"W
C40	269.96'	904.93'	017°05'33"	268.96'	N61°21'50"W



Enlargements of Sheet 2 of the Planned Community Plat
appear on the Following Pages



A Planned Community Plat of:
**Overlook Estates
 Addition 3
 Lots 1-28**

Located on Lots 1-28, Overlook Estates Addition 3, Plat 2021-79, Anchorage Recording District, Third Judicial District, State of Alaska. Located in NE 1/4, SE 1/4, and the SW 1/4 of Section 25, Township 14 North, Range 1 West, Seward Meridian, Alaska.

**S4
Group**

Land Surveying
 Land Development Consultants
 Subdivision Specialists
 Construction Surveying

**124 E 7th Avenue
 Anchorage, Alaska 99501
 (907) 306-8104
 mail@S4AK.com
 AEC# 173042**

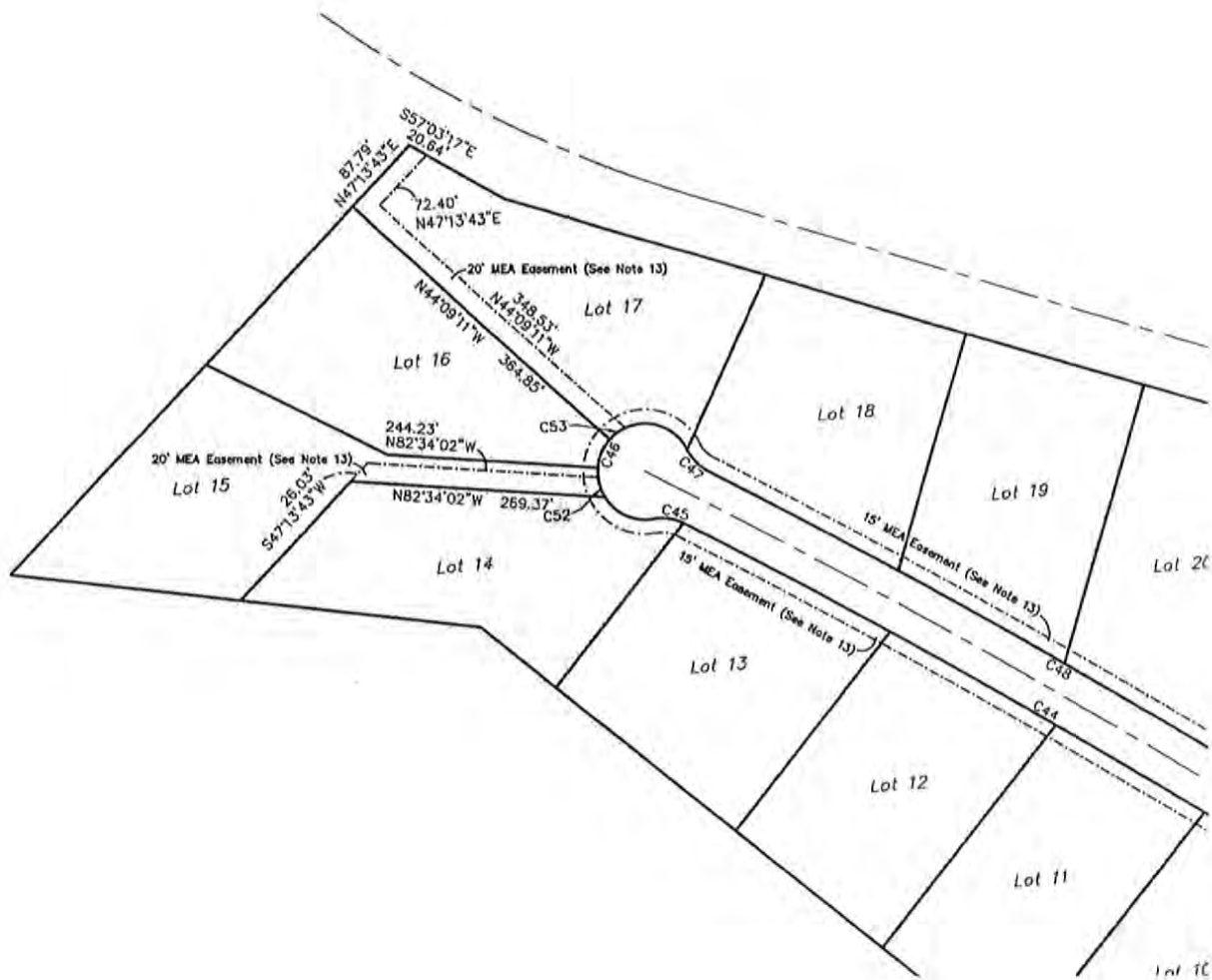
Drawn by: CB	Scale 1" = 100'	Grid SW0465 & SW0565
Field Book: 137	MOA Case S12577	Date: 12/14/2021

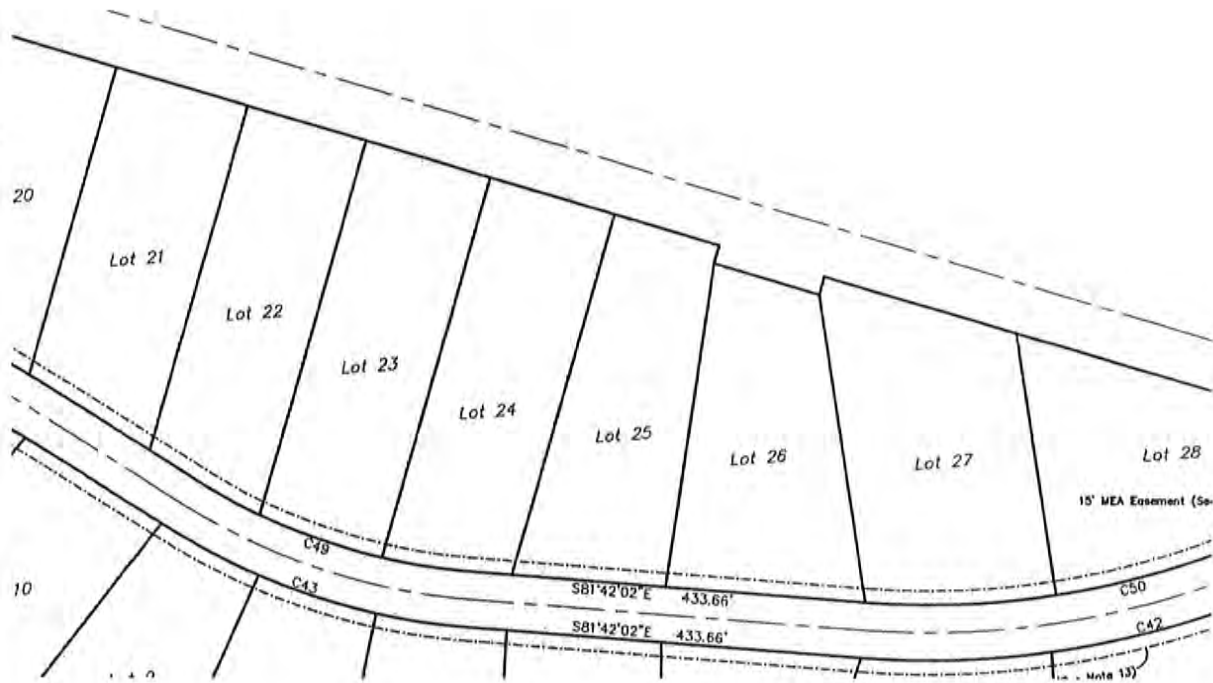


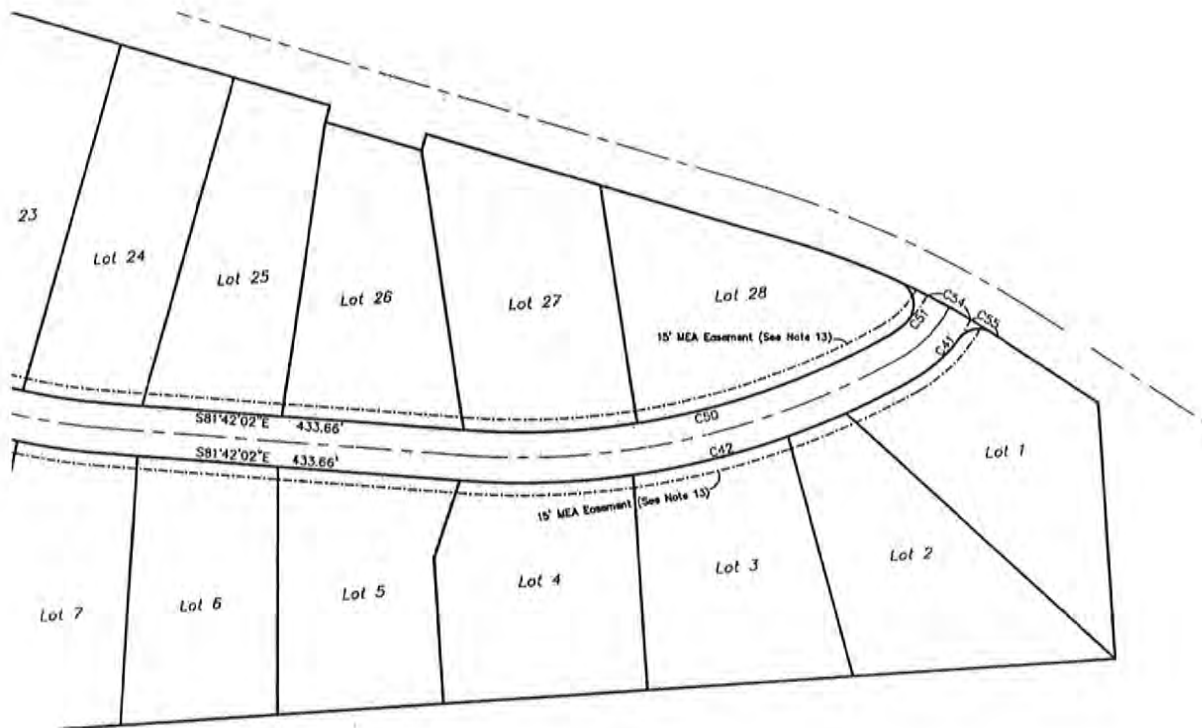
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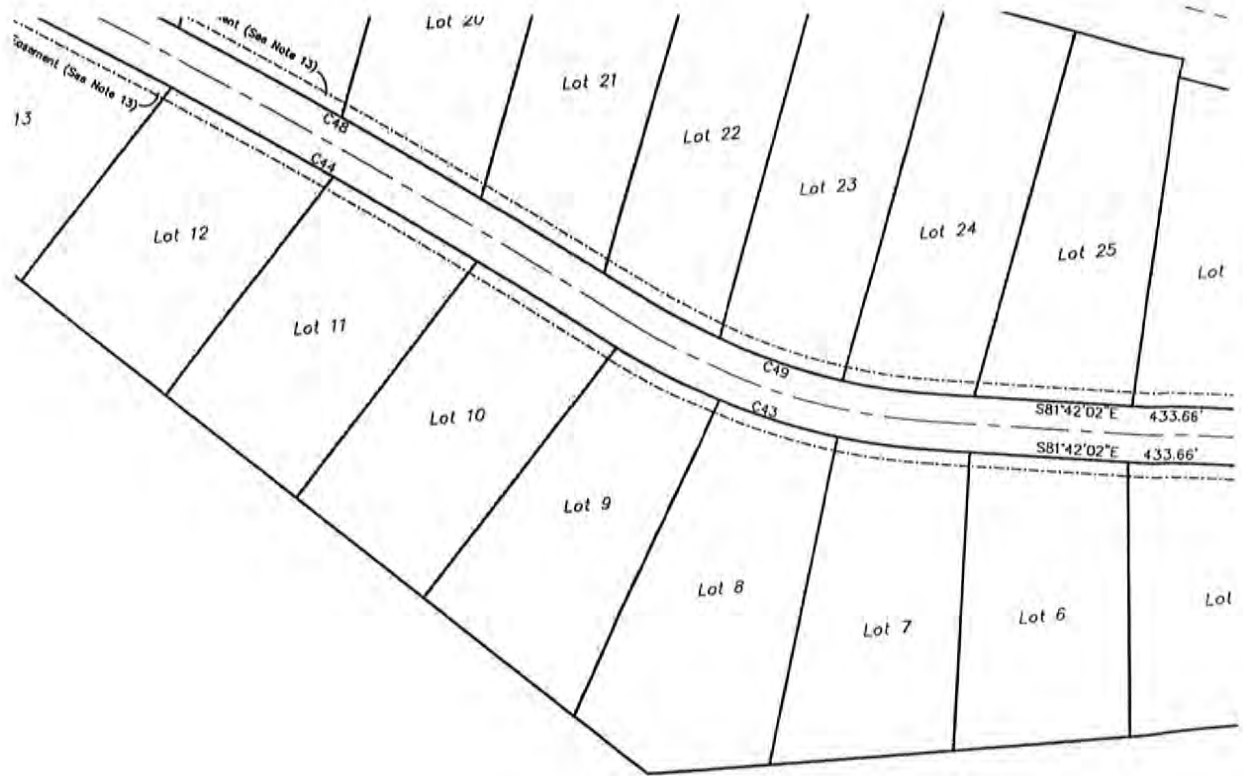
1. ALL LOT LINES ARE NON-RADIAL UNLESS OTHERWISE NOTED.
2. THE PROPERTY OWNERS AND UTILITIES SHALL NOT RAISE, LOWER, OR RE-GRADE THE PROPERTY IN A MANNER THAT WILL ALTER THE DRAINAGE PATTERNS FROM THOSE SHOWN ON THE APPROVED GRADING AND DRAINAGE PLAN WITHOUT PRIOR APPROVAL FROM MUNICIPALITY OF ANCHORAGE BUILDING SAFETY OFFICE.
3. PROPERTY OWNERS AND UTILITIES SHALL NOT OBSTRUCT, IMPEDE OR ALTER APPROVED DRAINAGE FACILITIES (E.G. SWALES, DITCHES) IN ANY WAY THAT WILL ADVERSELY IMPACT ADJACENT PROPERTIES OR RIGHTS-OF-WAY.
4. EASEMENTS BY DOCUMENT SHOWN WERE PLOTTED AND DIMENSIONED FOR REFERENCE PURPOSES ONLY. THE RECORDED EASEMENT DOCUMENTS SHOULD BE USED TO VERIFY AND ESTABLISH LOCATION, RIGHTS AND PERMITTED USE.
5. ALL LOT CORNERS WILL BE MONUMENTED WITH 5/8" X 30" REBAR WITH 1 & 1/4" RED PLASTIC CAP EXCEPT AS SHOWN.
6. ALL CENTERLINE P.C.'S, P.T.'S, AND S.I.'S WILL BE MONUMENTED WITH 5/8" X 30" REBAR WITH 2" ALUMINUM CAP.
7. ACCESS TO LOTS 15 AND 16 REQUIRES REVIEW FROM TRAFFIC ENGINEERING DEPARTMENT PRIOR TO APPROVAL OF A BUILDING PERMIT TO ENSURE ALL PROPOSED DRIVEWAYS MEET CURRENT CODE AND MUNICIPAL DRIVEWAY STANDARDS.
8. THERE IS A STREAM LOCATED ON THIS PLAT AND THE STREAM PROTECTION SETBACKS WILL BE AS SPECIFIED IN AMC 21.07.020 OR AS SPECIFIED IN FUTURE ADOPTED PROVISIONS OF AMC 21. PORTIONS OF STREAMS CONTAINED WITHIN MAPPED WETLANDS ARE SUBJECT TO SETBACKS AS DESCRIBED IN THE ANCHORAGE WETLANDS MANAGEMENT PLAN.
9. PROPERTY SUBJECT TO BLANKET EASEMENT GRANTED TO MATANUSKA ELECTRIC ASSOCIATION, INC., RECORDED JANUARY 5, 1962, BOOK 40, PAGE 69. NOT DEDICATED BY THIS PLAT.
10. PROPERTY SUBJECT TO BLANKET EASEMENT GRANTED TO MATANUSKA ELECTRIC ASSOCIATION, INC., RECORDED SEPTEMBER 28, 2020, INSTRUMENT NUMBER 2020-044629-0. NOT DEDICATED BY THIS PLAT.
11. PROPERTY SUBJECT TO EASEMENT GRANTED TO ENSTAR NATURAL GAS COMPANY, RECORDED JULY 30, 2021, INSTRUMENT NUMBER 2021-042086-0. BLANKET EASEMENT, NOT DEDICATED BY THIS PLAT.
12. PROPERTY SUBJECT TO EASEMENT GRANTED TO MATANUSKA TELECOM ASSOCIATION, INC., RECORDED AUGUST 24, 2021, INSTRUMENT NUMBER 2021-04611-0 & RE-RECORDED SEPTEMBER 14, 2021, INSTRUMENT NUMBER 2021-050059-0. NOT DEDICATED BY THIS PLAT.
13. PROPERTY SUBJECT TO EASEMENT GRANTED TO MATANUSKA ELECTRIC ASSOCIATION, INC., RECORDED OCTOBER 10, 2021, INSTRUMENT NUMBER 2021-054365-0. NOT DEDICATED BY THIS PLAT.
14. FOR A DESCRIPTION OF "LOT" SEE ARTICLE IV OF THE DECLARATION.
15. SUBJECT TO ALL NOTES AND EASEMENTS OF THE SUBDIVISION PLAT, PLAT NO. 2021-79, RECORDS OF THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.





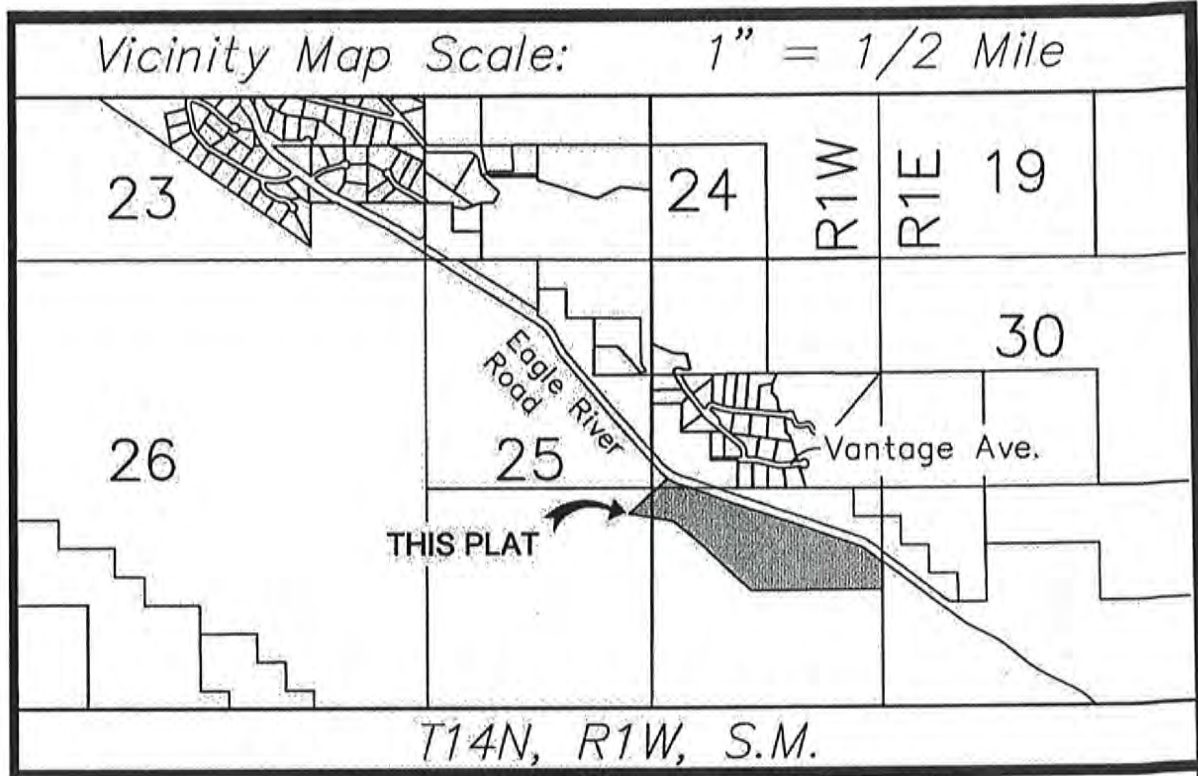






CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C41	102.91'	180.00'	032°45'32"	101.52'	N48°41'50"E
C42	564.77'	974.00'	033°13'22"	556.89'	N81°41'17"E
C43	357.77'	730.00'	028°04'51"	354.20'	S67°39'37"E
C44	802.57'	7897.51'	005°49'21"	802.22'	N56°31'52"W
C45	32.37'	50.00'	037°05'18"	31.80'	N77°59'12"W
C46	221.43'	50.00'	253°44'19"	80.00'	S30°20'19"W
C47	31.99'	50.00'	036°39'17"	31.44'	S41°07'10"E
C48	809.28'	7957.51'	005°49'37"	808.93'	N56°32'00"W
C49	328.37'	670.00'	028°04'51"	325.09'	S67°39'37"E
C50	529.98'	914.00'	033°13'22"	522.59'	N81°41'17"E
C51	69.23'	120.00'	033°03'24"	68.28'	N48°32'54"E
C52	21.90'	50.00'	025°05'35"	21.72'	S15°32'31"E
C53	20.58'	50.00'	023°34'41"	20.43'	S57°38'10"W
C54	60.02'	904.93'	003°48'00"	60.00'	N57°05'12"W
C55	37.42'	904.93'	002°22'09"	37.42'	N54°00'08"W

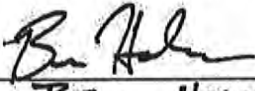




SURVEYOR'S CERTIFICATE

Section 34.08.170 of the Alaska Uniform Common Interest Ownership Act requires that a certification be made which states that the plat contains the information as set forth in Section 34.08.170.

I do hereby certify that the planned community plat of **Overlook Estates Addition 3**, is a true and correct layout of the Lots and that the information as required by Alaska Statute 34.08.170 is provided for on this plat filed herewith.

Signature:  12/22/2021
Printed Name: BEN HOLMSTROM
Registered Land Surveyor No. 118708

