

Anchorage Recording District

DECLARATION

OF

MIDWAY INDUSTRIAL PARK

*-Governing **Lots 1-7** and **Tracts A-1, A-2, and A-3** of **Midway Industrial Park**, According to the
Official Plat Thereof, **Plat No.** _____ -*

AFTER RECORDATION, RETURN TO:
Law Office of James H. McCollum, LLC
400 L Street, Suite 100
Anchorage, Alaska 99501

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DECLARATION
OF
MIDWAY INDUSTRIAL PARK

This Declaration of Midway Industrial Park, (the "**Declaration**"), is made this ____ day of _____, 20____ by CIG, LLC (the "**Declarant**"), whose address is 3852 N. Clark-Wolverine Road, Palmer, Alaska 99645.

RECITALS

- A. Declarant is the owner of the real property in Chugiak, Alaska described as **Lots 1-7 and Tracts A-1, A-2, and A-3 of Midway Industrial Park**, According to the official plat thereof, **Plat No.** _____, (the "**Property**").
- B. The Declaration is made to establish a general plan and standards for the consistent quality of development, administration and use of the Property and to insure adherence thereto so as to avoid improper development, administration and use of the Property.
- C. The Property and all present and future designated parcels, lots, or tracts therein (the "**Lots or Tracts**") shall, at all times, be subject to the Declaration, as amended.

DECLARATION

Declarant hereby declares that the Property is now held, and shall be held, transferred, sold, leased, conveyed, improved and occupied or otherwise dealt with subject to the covenants, conditions and restrictions set forth herein, and as amended, each and all of which are for and shall inure to the benefit of and shall pass and run with each and every Lot or Tract and apply to and bind to heirs, grantees, assigns and successors in interest of each and every Lot or Tract owner (the "**Owner(s)**"), lessor, lessee or interest holder of any sort.

ARTICLE 1: OPERATION, INTENT, AND PURPOSE

- A. Each Owner covenants and agrees to use the Lots or Tracts only in accordance with the Declaration, and to refrain from using the Lots or Tracts in any way inconsistent with or prohibited by the Declaration.
- B. It is the intent of Declarant and the purpose of the Declaration to create mutual and equitable servitudes upon the Property in favor of all Lots or Tracts located therein, creating reciprocal rights and obligations between the respective Owners, and creating privity of contract and estate between Owners.

- C. It is the intent of Declarant and the purpose of the Declaration to allow general industrial activities, manufacturing, warehousing, general business and marketing activities to be carried out in designated areas within building(s) on the Property, which do not contribute excessive noise, dust, smoke, gases, fumes, odors, or vibrations to the surrounding environment and do not contain a high hazard potential due to the nature of the product, material or process involved.
- D. It is the intent of Declarant and the purpose of the Declaration to control the occupancy and use of the Property, and to expressly prohibit certain uses of the Property in order to protect the character of the Property.
- E. It is the intent of Declarant and the purpose of the Declaration to create a high-quality successful industrial/business park environment and community for companies that will be sustainable through maintenance, landscaping and other attractive qualities that allows businesses, residents, clientele and other groups to work in a harmonious manner.

ARTICLE 2: LOTS OR TRACTS AND STRUCTURES

- A. Ownership. Each Lot or Tract shall be owned in fee simple by the Owner.
- B. Structures. Structures may be constructed as permitted herein, and in accordance with and subject to Anchorage Ordinance 2009-95 as amended from time to time (“AO”) as well as other applicable law.

Tracts A-1, A-2, and A-3, *Midway Industrial Park*, according to the official plat thereof, Plat No. _____, (“**Greenhouse Tracts**”), are subject to the additional restrictions:

1. *Buildings*. The buildings in this area shall be greenhouse buildings. Greenhouse buildings that are constructed from that would be of a quality that would be considered good quality by any architect and/or appraiser. No building in this area shall have any portion of it at a height higher than permitted by the AO.
 2. *Types of Uses*. Use of the Greenhouse Tracts will be solely for use as greenhouses with incidental sale of related retail products as may be permitted under applicable law. Manufacturing uses are not allowed in this area.
 3. *Approval by the Municipality of Anchorage*. The plans of structures to be constructed on the Greenhouse Tracts must be approved by the Municipality of Anchorage
- C. Building Appearance.
 1. *Colors*. No loud colors of any kind shall be allowed on any structure within the Property. All buildings shall use earth tone colors on all surfaces.

2. *Exterior Materials.* Building exterior materials and paints shall be appropriate for the Property, of high-quality, and harmonize with the surroundings and other structures.
 3. *Design and Construction.* Building design and construction shall be appropriate for the Property, of high-quality, and harmonize with surroundings and other structures.
- D. Compliance with the AO. The use of the Lots or Tracts shall conform with the AO, unless this Declaration is more restrictive than the AO, in which case, the Declaration shall control.

ARTICLE 3: PERMITTED USES

The Property is restricted to commercial, industrial, manufacturing, warehousing, and general business uses that are compatible with a light industrial/business park development. The Property is also restricted to aesthetically attractive and harmonious structures and improvements, including landscaping.

ARTICLE 4: PROHIBITED USES

No part of the Property shall be used for any purpose or business that is prohibited by the zoning applicable to the Property at any time. No portion of the Property may be occupied for any use which is in violation of any applicable ordinances, laws or regulations of any government entity having jurisdiction over the use of all or any part of the Property, or for any use which is inconsistent with the provisions of the Declaration. Further, the following uses or any uses substantially similar to any of the following are expressly prohibited in the Property:

- A. Residential purposes, except for one (1) dwelling no larger than twelve feet by sixteen feet (12' x 16') for the use of a watchmen or other employees whose residence on the Property conforms an integral part of the operation as approved by the Municipality of Anchorage ordinances;
- B. The manufacture, storage, distribution or sale of explosives;
- C. The salvage, wrecking or stripping of vehicles, or the storage in bulk of junk, second hand or unsightly materials of any type;
- D. Stock and feed yards or anything that houses or processes live animals;
- E. Food processing which involves the slaughter of animals or the use of animal carcasses;
- F. Recreational activities including courses for vehicular racing, the use of specialized recreations equipment, motorcycle or other race tracks, and spectator sports;

- G. Wood treating facilities or asphalt production;
- H. Dumping, disposal, incineration, or reduction of garbage, sewage, or any hazardous substance or refuse;
- I. Mining, drilling for or removing oil, gas or other hydrocarbon substances;
- J. Petroleum refinement or any of its products;
- K. Jails, correctional facilities, work release facilities, alternative programs for youth, halfway houses, or any similar type of operation of any kind;
- L. Bars, taverns, pool halls, billiard rooms, game parlors, video arcades, massage parlors, dance halls, adult bookstores, nude or partially nude entertainment establishments or any other adult entertainment establishments of any kind;
- M. Cemeteries or mortuaries;
- N. Any process, treatment, or storage of any material that would create an offensive smell or odor;
- O. Any process, treatment or manufacturing that produces a visible discharge to the environment like smoke stacks, rotting materials, etc., excluding steam or vapor created in the normal course of business operation;
- P. Uses not in compliance with the AO.

ARTICLE 5: PERFORMANCE REQUIREMENTS

- A. General Requirements. The Owners shall keep the premises, building, improvements and appurtenances in a safe, clean and wholesome condition at all times. In addition, the Owner must comply in all respects with all government, safety, health, fire and police requirements and regulations.
- B. Nuisance Control. Any industrial or business activity must be performed or carried out in a manner that will not cause or produce a nuisance detrimental to adjacent sites. No operation, process, manufacturing activity, or building use in the industrial park shall produce or create noise, light, odors, smoke, dust, gas, vibration, heat, industrial waste, toxic matter, or other excessive measurable external nuisance to an extent greater than the following maximum allowable levels:
 - 1. *Air Pollution*. No activity shall emit any fly ash, dust, fumes, vapors, mists or gases in such quantities as to substantially contribute to exceeding established state or federal air pollution standards.

2. *Fire and Explosive Hazards.* All activities involving the manufacturing, utilization, processing, or storage of flammable and explosive materials shall be provided with adequate safety devices against the hazards of fire and explosion and with adequate fire-fighting and fire-suppression equipment and devices that are standard in the industry. All materials that range from active to intense burning shall be manufactured, utilized, processed, and stored only in completely enclosed buildings which have incombustible exterior walls and an automatic fire-extinguishing system.
3. *Glare and Heat.* No activity shall emit glare or heat that is visible or measurable outside its premises except activities which may emit indirect or sky-reflected glare which shall not be visible outside the industrial park. All operations producing intense glare or heat shall be conducted within a completely enclosed building. Enclosed sources of light shall be shielded so as not to be visible outside their premises.
4. *Water Quality Protection.* No activity shall store or discharge, or permit the discharge of any treated, untreated, or inadequately treated liquid, gaseous or solid materials of such nature, quantity obnoxiousness, toxicity or temperature that might run off, seep, percolate or wash into surface or subsurface waters so as to contaminate, pollute or harm such waters or cause nuisances such as oil or scum; objectionable color, odor, taste; unsightliness; or be harmful to human, animal, plant or aquatic life.
5. *Noise.* All noises shall be so muffled or otherwise controlled as not to become objectionable due to intermittence, duration, beat frequency, impulse character, periodic character or shrillness.
6. *Odors.* No activity shall emit any odorous matter of such nature or quantity as to be offensive, obnoxious or unhealthful outside its parcel.
7. *Radioactivity and Electrical Disturbances.* No activity shall emit radioactivity or electrical disturbances outside its premises that are dangerous or adversely affect the use of neighboring parcels.
8. *Vibration.* No activity shall emit vibrations which are discernible without instruments outside its parcel.
9. *Discharge into Sewer or Storm Drain System.* There shall be no discharge at any point into any public or private sewage disposal system or stream or into the ground, of any liquid or solid material except in accordance with the regulations and standards established by Anchorage Water & Wastewater Utility and the Alaska Department of Environmental Conservation ordinances, and other applicable state and federal laws.

10. *Water Supply.* No individual water supply system shall be used or permitted on any Lot or Tract or group of Lots or Tracts unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of the Alaska Department of Environmental Conservation. Approval of such system as installed shall be obtained from such authorities.

ARTICLE 6: YARDS AND SETBACKS

- A. Minimum Yard Space and Setbacks. Minimum yard spaces and set back distances are:
 1. Front setback – fifty feet (50') from back of curb, unless adjacent to a residential district, then the setbacks must comply with the setbacks contained in the AO.
 2. Side and rear setbacks – zero feet (0') from Property line, unless adjacent to a residential district, then the setbacks must comply with the setbacks contained in the AO.
- B. Setback Areas. Setback areas shall be landscaped in accordance with Article 8. Setback areas may contain paved walks, paved driveways and parking areas. Fences are not allowed in the front setback area.
- C. Allowances in Front Setback Areas. The only items that shall be allowed in the front setback area are landscaping, monument signs, parking areas for employees and customers (no large trucks) and architectural elements.

ARTICLE 7: LOADING AND UNLOADING DOCKS AND STORAGE AREAS

No loading dock shall be constructed facing on any public street unless such loading dock and every part thereof is at least seventy-five feet (75') inside the right-of-way line of the street on which such loading dock fronts. Loading, unloading and storage areas shall be paved to provide dust-free, all weather surfaces.

ARTICLE 8: LANDSCAPING

- A. Landscaping Responsibility. Landscape installation and maintenance on Lots or Tracts as set forth below and in the AO shall be the responsibility of the Lot or Tract Owner.
- B. External Landscaping. All Lots or Tracts with outside fence areas which border public areas, including roads, shall be landscaped.
- C. Landscape Ratio. Not less than fifteen percent (15%) of the total Lot area, including setback areas, shall be landscaped.

- D. Landscaping Defined. Landscaping means decorative vegetation, including but not limited to, grass, shrubs, bushes, trees, floral, or other associated or comparable ground surface covers. Landscaping shall also mean plazas, pools, water features and walkways.
- E. Landscape Maintenance. Landscaped areas, including parking area landscaping, shall be consistently maintained, including but not limited to, regular watering, periodic trimming and weekly mowing, to ensure that all areas are kept safe, clean, tidy and attractive at all times.
- F. Plants. Plant species shall be selected based on the following characteristics:
1. Ability to withstand prolonged cold winters and snow accumulation;
 2. Drought tolerance;
 3. Elevation, amplitude, soil, and water requirement considerations;
 4. Soil stabilization characteristics;
 5. Short establishment period and accelerated growth;
 6. Compatibility with native vegetation; and
 7. Appearance and size.
- G. Planting Beds / Pots. Shrubs and planting beds shall be mulched with wood chips. Planting beds shall be separated from turf areas with a mowing strip/box constructed of concrete. Drought tolerant/resistant plants should be utilized to the fullest extent possible.
- H. Trees. There shall be a minimum of one (1) pine tree for every seven hundred fifty square feet (750 sq. ft.) of landscaped area. Approximately eighty percent (80%) of all trees on any Lot or Tract should be evergreen or conifers. Evergreen trees shall stand a minimum of approximately eight feet (8') high. Deciduous trees shall have a caliper of approximately two and one-half inches (2.5") in diameter and stand a minimum of approximately twelve feet (12'). Trees must be double stacked the first (1st) year after planting.
- I. Streetscape and Parking Areas. Streetscape and parking area trees shall provide shading, visual enhancement, and continuity for the streetscape. Trees shall be planted in an irregular, natural grouping. Placement shall include consideration for vehicle and pedestrian line of sight, entrance and exit curb cuts, streetlight and traffic control devices, and other site-specific conditions. Berms shall be used in streetscape and parking areas.

- J. Set Back Areas. Front setback areas shall include landscaping with an effective combination of turf, integrated earth mounding (berms), trees, ground cover, planter boxes, and/or shrubbery. All unfinished areas not utilized for parking shall be landscaped with similar methods.
- K. Snow. Landscaping shall be designed so as to accommodate on-Lot or on-Tract snow removal and storage.

ARTICLE 9: PARKING AREAS

- A. Maintenance. Parking areas shall be maintained in good condition, kept clear, unobstructed, and in a usable condition at all times. The Owner shall be responsible for maintenance of on-Lot or on-Tract parking areas.
- B. Off-street Parking Access and Quantity. The Owner shall provide adequate off-street parking to accommodate all parking needs for the Lot or Tract. Owners shall not permit their employees or tenants to regularly park on public streets within the Property. Vehicular access to a parking area shall be permitted only by paved access roadways.
- C. Parking Area Construction. All parking areas shall be covered with a hard, dust-free, paved surface, appropriately striped or otherwise marked. Parking areas shall be graded for proper drainage with surface water diverted in such a way as to keep the parking area free of accumulate water or ice. Adequate control curbs shall be installed to control drainage and direct vehicle movement. Parking lot drainage shall be controlled on site and channeled to storm drains or gutters as approved by the Municipality of Anchorage. Access grades shall be in accordance with and approved by the Municipality of Anchorage.

Paving and other construction of the parking area shall be completed prior to or simultaneous with the completion of construction of the structure on the Lot or Tract. Notwithstanding the foregoing, if due to the onset of winter or inclement weather, construction of the parking area may be postponed to the next spring or summer, at which point, construction must be completed as soon as reasonably possible.

- D. Parking Stalls. Parking should meet the Municipality of Anchorage regulations set for each building type. Each parking stall shall have a minimum space dimension requirement of nine feet by twenty feet (9' x 20'). Parking stalls shall be square in their layout. Drive aisle minimum width shall be twenty five feet (25'). Head to head parking is permissible.
- E. Snow. Parking areas that shall be affected by weather conditions and snow removal is of concern, adequate snow storage areas shall be provided adjacent to each parking area in a usable, readily accessible location.

ARTICLE 10: STORM WATER RETENTION

Where required by the Municipality of Anchorage, short term storm water retention implementations shall be contained within the configuration of parking areas, the cogitation of landscaping, or a combination of both. Dedicated retention basins shall not be permitted within the Property.

ARTICLE 11: DRIVEWAY AND ACCESS WAYS

Driveways and parking access shall conform to the Municipality of Anchorage regulations and be arranged so that entering and departing drivers have a clear view of approaching pedestrians, vehicles, crosswalks, and entering traffic lanes. All connections to the public streets, including but not limited to curbs and driveways, shall be constructed in the Owner's discretion at the Owner's sole cost and expense.

ARTICLE 12: FENCING AND REIMBURSEMENT

Perimeter fencing for Lots or Tracts shall be installed by each Owner other than Declarant. Lot Owners who first installed a fence shall be reimbursed by a new Owner that purchases an adjoining Lot or Tract from Declarant for one-half ($\frac{1}{2}$) the cost of the fence bordering the adjoining Lots or Tracts. The Agreement must be signed by Declarant before construction begins.

ARTICLE 13: TRASH REMOVAL AND RECEPTACLES

- A. Garbage and Refuse Disposal. The Owner shall remove at its own expense rubbish, trash, garbage or waste of any character which may accumulate on its Lot or Tract. No Lot or Tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste of any character. Such rubbish, trash, garbage or other waste of any character shall not be kept except in enclosed sanitary receptacles. No rubbish, trash, garbage or waste of any character shall be burned on any Lot or Tract.
- B. Waste Receptacle Location and Screening. All trashcans, storage bins or other receptacles must be fully enclosed and screened by waste receptacle structures. Waste receptacle structures should be constructed of appropriate materials compatible with the overall architecture of the associated structure. No waste receptacle structure shall be allowed in front of a building. All waste receptacle structures are to be located in a position that is the least visible from public areas, generally to the back or side of buildings. Trees and shrubs shall be provided on the street side of any architectural material or fencing forming part of the screen. Trees and shrubs shall cover a minimum of fifty percent (50%) of the fence or architectural material in order to soften the screen.

- C. Waste Maintenance. It is the Owner's responsibility to keep waste areas clean and all trash inside bins at all times. All equipment for the storage and disposal of trash, garbage, rubbish or waste of character shall be kept in a clean sanitary condition.

ARTICLE 14: OUTSIDE MATERIAL STORAGE

Outside storage of material shall be permitted only where such storage is appropriately screened from all approaches, stored in a safe manner, adherence to any applicable codes and regulations, and does not present a hazard or interfere in any manner with the regular operations of the Property including regular traffic flow, daily operations and neighboring industries.

ARTICLE 15: FLEET STORAGE

Vehicles and equipment must be stored/parked in a designated area and within the fenced area designed specifically for the use and kept free of debris. Vehicles or equipment in the process of repair and/or maintenance cannot be stored in the parking area, but must be removed to a proper repair/maintenance facility. Vehicle maintenance is not allowed in parking areas.

ARTICLE 16: MAINTENANCE REQUIREMENTS

- A. Upkeep. The Owner is responsible for and shall at all times keep the premises, buildings, improvements, appurtenances and landscaping in a safe, clean and attractive condition and comply in all respects with all applicable federal and state government zoning and building statutes, ordinances, health and fire codes and police requirements and regulations.
- B. Exteriors. Exterior walls and facings which have been painted or otherwise chemically treated shall not be allowed to become cracked, chipped, faded, or in any way seriously deteriorated.
- C. Fencing and Screens. Fencing and other architectural screens shall be kept in good repair and maintained in a clean and attractive manner at all times.
- D. Removal and Replacements. Should any improvement or landscaping be razed, removed, damaged, or destroyed, within a reasonable amount of time thereafter, the Owner of the Lot or Tract on which such improvement or landscaping is or was located either shall (i) cause such improvements to be restored pursuant to the applicable requirements of the Declaration; or (ii) shall cause all debris to be removed and the site of such improvement or landscaping to be left in a level, clean and attractive condition pending the prompt construction or installation of replacement landscaping or improvements.
- E. Right of Entrance, Repair and Cost. In the event an Owner fails to comply with any or all of the requirements of this Article or any of the requirements of the Declaration, the Association shall have the right, privilege and license to enter upon the premises and make any and all corrections and/or improvements that may be necessary to meet the

standards of the Declaration and charge to and collect from said Owners the reasonable cost of making such corrections and/or improvements plus an administrative fee of fifteen percent (15%).

ARTICLE 17: SIGNAGE

- A. Design and Purpose. Signage throughout the Property is intended primarily for directional purposed and not advertising. The emphasis is on minimizing the amount of signage to avoid visual clutter. No sign shall be erected or maintained on the Property except in conformity with the provisions of the Municipality of Anchorage ordinances. Signage/graphics systems, both temporary and permanent are to be compatible with the desired character and quality of the Property as a whole. Signs shall be of simple, clean design and constructed of durable materials, which are consistent and compatible with the architecture of the Property. The emphasis shall be qualitative as well as quantitative and adherence to the minimum standards herein shall not necessarily assure approval.
- B. Requirements. In addition to the requirements of said ordinances and in modifications thereof, the following shall be required:
1. *Temporary Signage:*
 - a) All temporary signage shall be of professional and tasteful character.
 - b) *Project Announcement*. Where the purpose is to announce a forthcoming project or project which is under construction, signage is limited to one (1) sign per Lot or Tract eight feet by eight feet (8' x 8') single or double faced, twelve feet (12') from grade to the top of the sign. The information contained herein is limited to the name and logo of the developer, architect, lender, contactors and project type and date of availability/opening (all in four inch [4"] maximum height letters). The project address is required. The sign must be removed no later the date of receipt of certificate of occupancy.
 - c) *Directional (during construction phase)*. Where the purpose is to identify construction entrance and routing traffic through the site, the site is limited to a two foot by two foot (2' x 2') single or double faced sign, with maximum height of four feet (4') from the grade to the top of the sign unless mounted on construction fencing, in which case the sign cannot exceed the height of the fence. The information on the sign is limited to directions only in three inch (3") maximum height lettering. The sign may be installed at the commencement of construction and removed when no longer necessary or upon receipt of certificate of occupancy.

- d) *Leasing/For Sale Sign.* Where the purpose is to provide leasing or sale information, one (1) sign per street front per Lot or Tract. The sign size is limited to four feet by eight feet (4' x 8') single or double-faced with the maximum height six feet (6') from the grade to top of sign. The information included is limited to the name and logo of leasing agent (logo maximum eighteen inches by eighteen inches [18" x 18"]) with a brief description such as "space available", "site available" with six inch (6") maximum height lettering. The sign may be installed at commencement of construction and removed when no longer necessary or upon receipt of certificate of occupancy.

2. *Permanent Signage:*

- a) *Design and Content.* All copy must be placed at least six inches (6") from the edge of the sign. Each sign must show the name and address of the building in an approved typeface and size. Animated, flashing or intermittent illumination signage is prohibited. Signs shall be designed as part of the architectural design of the building so as to add to the aesthetic appearance of the building.
- b) *Building Signs.* A single sign shall be allowed on the front of each facility, and of a size not to exceed one square foot (1 sq. ft.) for each horizontal linear foot of building wall facing the street on which sign faces, limited to the name of the business/building and/or address for identification purposes.
- c) *Building Complex Signs.* Where there are three (3) or more buildings with contiguous sites that are master planned or designed to be architecturally compatible, one (1) complex sign and one building sign for each building is allowed. The purpose of the signage is to identify the complex and the buildings within it, thus the information is restricted to the complex name and address on the complex sign and the building or major tenant and address of the building sign. A single sign shall be allowed on the front of each building, and of a size not to exceed one square foot (1 sq. ft.) for each horizontal linear foot of building wall facing the street on which the sign faces.
- d) *Monument Signs.* Freestanding, monument style signs with concealed supports (no poles) are allowed, either single or double faced, limited to the building or major tenant name and address. The allowable dimensions are twelve feet (12') long by four feet (4') high with an additional base height of eighteen inches (18"). Monument signs are limited to one (1) sign per building/building complex, and shall be designated as part of the architectural design of the building so as to add to the aesthetic appearance of the building.

- e) *Directional/Informational/Regulatory.* Dimensions for directional, informational or regulatory signage will be limited to six square feet (6 sq. ft.) and five foot (5') height maximum with poles required to be uniform in color, height and type.
 - f) *Incidental Signs.* Any incidental sign or sign used for secondary purposes such as "No Parking", "Entrance", "Load Only", will be professionally designed, uniform in color and design, aesthetically fit with the building exterior and be restricted to one foot by two foot (1' x 2') in size.
 - g) *Hours of Operation Signs.* Signs must be professionally printed on front doors or windows. Paper, plastic or other similar medium shall not be permitted.
3. *Declarant Signage.* The sign restrictions outlined in this Article shall not apply to commercial activities, signs and billboards of the Declarant while the Property is under construction and Declarant is marketing Lots or Tracts.

ARTICLE 18: LIGHTING

- A. Design and Purpose. To create an attractive and uniform look throughout the Property, exterior streets, sidewalk and parking lot lighting have been determined by Declarant and Owners shall be held to these standards.
- B. Required Lighting. The specific name and model number of the lighting to be employed by the Owners are as follows:
 - 1. *Single Side Parking Lot.* Model GM 921 P HPS, (single head) Cast Aluminum Head Fixture, Steel Pole, Powder Coated.
 - 2. *Head to Head From Parking Lot.* Model GM 921 P HPS, (double head) Cast Aluminum Head Fixture, Steel Pole, Powder Coated.
- C. Pole Color. The lighting poles shall be a galvanized gray.

ARTICLE 19: UTILITY EASEMENTS

Declarant shall grant all necessary easements and right-of-way required to bring public utility service to each of the Lots or Tracts, including, but not limited to, rail, electric, data, telephone, gas, water and sewer service. The easements shall be located in the public streets or the perimeter of the Lots or Tracts.

ARTICLE 20: TIME LIMITATION ON CONSTRUCTION

Construction of the exterior of the structure on the Lot or Tract shall be completed within one (1) year from the date of commencement of the building.

ARTICLE 21: CONSTRUCTIVE NOTICE AND ACCEPTANCE

Every person who now or hereafter owns or acquired any right, title, or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant contained herein, whether or not any reference to the Declaration is contained in the instrument by which such person acquired an interest in the Property.

ARTICLE 22: ADDITIONAL PROPERTY

Additional property may be subject to the Declaration by the Declarant. Declarant shall indicate its intent to have such property bound by the Declaration on the plat of such property, or by recording as an additional amendment to the Declaration, and thereafter such additional property shall be considered as part of the Property in all respects. This right of the Declarant shall be assignable to one (1) or more assignees.

ARTICLE 23: DURATION OF RESTRICTIONS

The Declaration shall run with and bind the Property for a period of thirty (30) years from the date the Declaration is recorded, after which time said Declaration herein shall be automatically extended for a successive period of ten (10) years each, subject to an amendment as herein set forth herein.

ARTICLE 24: ENFORCEMENT

The Declaration herein is for the benefit of the Declarant, and the Owner or Owners of any Lot or Tract, part or portion of the Property. The Declaration herein shall inure to the benefit and pass with each Lot or Tract, part or portion of the Property and shall apply to and be binding upon each successor in interest. The Declaration are covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any breach thereof, or the continuance of any breach or noncompliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Declarant or the Owner(s) of any Lot or Tract, part or portion of the Property; provided, however that no such enforcement shall affect or impair the lien of any bona fide mortgage or trust deed which was given in good faith or for value, except that any subsequent Owner of a Lot or Tract, part or portion of the Property shall be bound and obligated by all the Declaration, whether the ownership is obtained by foreclosure, at a trustee's sale, or otherwise. All attorney's fees and costs and expenses incurred in any such enforcement action shall constitute a lien on such Owner's Lot or Tract, and shall also be a personal obligation of the Owner, enforceable at law, until payment is made.

ARTICLE 25: AMENDMENTS TO THE DECLARATION

The Declaration contained herein may be modified or amended as to the whole of said Property or any portion thereof, with the written consent of the Owners having sixty-seven percent (67%) of the votes in the Association, provided however, that so long as Declarant owns a Lot or Tract, no such modification shall be effective without Declarant's written consent.

IN WITNESS WHEREOF, the Declarant has caused the Declaration to be executed this ____ day of _____, 2015.

CIG, LLC

By: _____

David Cruz

Its: Manager

STATE OF ALASKA)
)
) SS.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2015, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **DAVID CRUZ**, to me known and known to me to be the **MANAGER** of **CIG, LLC**, and known to me to be the person who signed the foregoing instrument, on behalf of said limited liability company, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said limited liability company for the uses and purposes therein expressed.

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:_____