

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VICTORIA PARK SUBDIVISION, ADDITION NO. 1

This Declaration of Covenants, Conditions and Restrictions (Declaration) for Victoria Park Subdivision, Addition No.1 (“Victoria Park”) is made by Victoria Park Subdivision Association, Inc., hereinafter referred to as “Declarant.”

W I T N E S S E T H:

WHEREAS, the Declarant is a non-profit corporation organized under the laws of the State of Alaska, in which the Owner of each lot is a member and in which membership shall be limited to Owners located in the Anchorage Recording District, Third Judicial District, State of Alaska; and

WHEREAS, in Part E-2 of the Amendment to Indenture of Protective Covenants for Victoria Park Subdivision, Addition No.1, made on March 5, 1992 and records in Book 02253 at Page 312 to 328, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska, the Declarant reserves the right to subsequently amend the Covenants, Conditions and Restrictions;

WHEREAS, Victoria Park Subdivision is a planned community with all property located in the Anchorage Recording District, Third Judicial District; and

WHEREAS, Declarant desires to amend, restate, and modernize the Covenants, Conditions and Restrictions for Victoria Park Subdivision Homeowners’ Addition No.1;

NOW, THEREFORE, the undersigned hereby declares that all of said property is hereby made and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, reservations, liens, charges, and uses hereinafter set forth, and that the Original Declaration and any Amended Declaration prior to the date hereof is released and terminated in full. Effective as of the recording date hereof, said covenants, conditions, restrictions, reservations, liens, charges and uses shall run with the real property described in Exhibit A attached hereto, shall be binding upon all parties having and/or acquiring any right, title or interest in the said real property or in any part thereof, and shall inure to the benefit of

each and every person or entity from time to time owning or holding an interest in said real property.

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration or any supplemental declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

- A. “Articles” and “Bylaws” shall mean and refer to the Articles of Incorporation and the Bylaws of the Association as they may exist from time to time.
- B. “Architectural Control Committee” or ACC shall refer to the committee established by the Board of Directors and described in Article VII hereof.
- C. “Association” shall mean and refer to Victoria Park Subdivision Association, Inc. an Alaska nonprofit corporation, its successors and assigns, and it shall be a homeowners association.
- D. “Board” shall mean the Board of Directors of the Association.
- E. “Common Expenses” shall mean and refer to expenditures for maintenance, operation and other services required or authorized to be performed by the Association with respect to Common Property, Parks, Open Spaces, or Public Areas.
- F. “Common Property” or “Common Area” shall mean and refer to all real property, together with any improvements thereon, which are actually and specifically dedicated, deeded or leased to the Association and designated in said dedication, deed or lease as Common Property. The term Common Property shall also include any personal property acquired by the Association if said property is designated as Common Property in the bill of sale or instrument transferring such property.

Common Property is specifically reserved for the use and benefit of members, and is an integral appurtenant part of each Lot and Residential Unit.

- G. “Declarant” shall mean Victoria Park Subdivision Association, Inc. Wherever the term Declarant is used in the Declaration, the Articles or Bylaws of the Association, it shall always be deemed to include Declarant’s successors and assigns.
- H. “Declaration” shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions of Victoria Park and includes the same as it may, from time to time, be amended.
- I. “Driveway” shall mean and refer to the paved or concrete surface on a lot running from the garage portion of the Residential Unit or multi-family unit to the street providing access to such Residential Unit, which Driveways are a part of the Lot and are to be maintained at the Lot Owner’s expense.
- J. “Eligible Insurer” or “Guarantor” shall mean and refer to an insurer or governmental guarantor who has requested notice from the Association of those matters which such insurer or guarantor is entitled to notice of by reason of this Declaration or the Bylaws.
- K. “Eligible Deed of Trust Beneficiary” shall mean and refer to a beneficiary of a first Deed of Trust on a Residential Unit who has requested notice from the Association of those matters which such holder is entitled to notice of by reason of this Declaration or the Bylaws.
- L. “Lot” shall mean any parcel of land, but excluding tracts, shown upon any recorded subdivision map or plat of the Properties. Owners of tracted land not a part of Exhibit A must petition the Association should such owners desire to become members of the Association.
- M. “Member” shall mean and refer to all those Owners who are Members of the Association, as provided in Article III hereof.

- N. “Notice” shall mean delivery of any document by U.S. mail with postage prepaid, to the last known address according to the records of the Association of the person or entity who appears as Owner in the records of the Association. Notice to one of two or more co-Owners shall constitute notice to all Owners.
- O. “Open Space” shall mean an out-of-doors open area from the ground upward devoid of residential and commercial buildings, accessory structures and impervious areas and intended by these covenants to remain as such.
- P. “Owner” shall mean and refer to the owner as shown by the records of the Association (whether it be the Declarant, one or more persons, firms or legal entities) of fee simple title to any Residential Unit or Lot located within the Properties. Owner shall not mean or refer to the holder of a deed of trust, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term Owner mean or refer to any lessee or tenant of an Owner. Owner shall also include one (1) or more persons or entities who are purchasing pursuant to an installment or land sales contract and who will not be entitled to receive fee simple title of record until they have performed the terms of said installment or land sale contract (hereafter referred to as “land sale contract” and/or “land sale contract purchaser”).
- Q. “Parks” shall mean lands within the Properties, title to which is held by the Association, dedicated by an instrument recorded in the real property records of the Anchorage Recording District, Third Judicial District, State of Alaska, as park land to be used for recreational purposes exclusively by the Members, their guest and invitees, which lands shall also be designated as Common Property, excluding lot 43, which is governed by the provisions of Article VIII, Section 1 herein.

- R. “Properties” shall mean and include the real property described in Exhibit A attached hereto, together with other real property added thereto in accordance with this Declaration.
- S. “Residential Unit” shall mean an approved structure situated on a platted Lot intended for use as a dwelling located within the Properties. For the purposes of this Declaration, any such dwelling shall not be deemed to be approved until a certificate of occupancy therefore, if required, has been issued by the Architectural Control Committee.
- T. “Voting Member” shall mean Lot Owners. All vote allocations are as provided in Article III, Section 2, hereof.
- U. “Victoria Park” shall mean a subdivision in the Anchorage Recording District, Third Judicial District, State of Alaska, according to the maps or plats thereof recorded as described in Exhibit “A”.

ARTICLE II.

PROPERTY SUBJECT TO DECLARATION

Declaration. The real property subject to this Declaration is described in Exhibit A attached hereto and made a part hereof. Additional real property (including Common Property) out of, adjacent to or in the immediate vicinity of Victoria Park may be added to the Properties by an amendment to this Declaration which includes the description of such additional real estate, and which submits the additional lands to the provisions of this Declaration. Any such amendment shall be executed by the Declarant and the Owner of the property constituting the additional real property to be added to the Properties without requiring the joiner or consent of any other Owner, other person or entity (except as may be otherwise required by the Articles of Incorporation of the Association) in place of the Declarant, by the President of the Board pursuant to a duly taken resolution of the Board of Directors. The amendment, when recorded in the Real Property Records of Anchorage Recording District, Third Judicial District, State of Alaska, shall bring the additional property under the provisions of this Declaration.

EXCEPT that Lot Forty-Three (43) shall be subject only to the provisions of Article VIII, Section 1 herein.

ARTICLE III

ASSOCIATION

Section 1. Membership. Every Owner shall be a Member of the Association, and by acceptance of a deed or other instrument evidencing ownership acknowledges the authority of the Board and the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles of Incorporation, the Bylaws and other rules and regulations of the Association. In addition to the foregoing, the family guests, invitees and tenants of the Owners, while in or on the Properties, shall abide and be bound by the provisions of this Declaration, the Articles of Incorporation, the Bylaws and other rules and regulations of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Lot.

Section 2. Voting Rights.

- A. The Association shall have one (1) class of voting membership. Owners shall have one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot all such persons shall be members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.
- B. When any property entitling the Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify the

Secretary in writing of the name of such individual. The vote of each individual shall be considered to represent the will of all the Owners of that property. In the circumstances of such common ownership, if the Owners fail to designate their voting representative, the Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by any of the other Owners. Upon such notification none of such Owners may vote with respect to the jointly held property until all of such Owners appoint their representative pursuant to this paragraph.

- C. In order to vote, an owner's dues must be current and not past due after October of the relevant year.
- D. For purposes of determining voting rights hereunder the membership roster shall be set and the record date established as of fifteen (15) days prior to each meeting of Members.
- E. The cumulative system of voting shall not be allowed.

Section 3. Change of Membership. Change of Membership in the Association shall be established by recording in the Real Property Records of Anchorage Recording District, Third Judicial District, State of Alaska, a deed or other instrument conveying record fee title to any Lot, and by the **delivery** to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by acceptance of such instrument, become a Member of the Association, and the membership of the prior Owner shall be terminated. The Owner shall be liable for accrued and unpaid fees and assessments attributable to the Lot acquired. The interest, if any, of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's real property. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner of record transfers or conveys his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred

upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from, the real property interest upon which membership is based.

ARTICLE IV

FUNCTIONS OF ASSOCIATION

Section 1. Functions. The **Association**, through its Board of Directors, unless such function is specifically delegated to the Owners, shall have the power to perform the following functions:

- A. The Association shall provide maintenance of all Parks, Open Space, Common Property and Recreation Areas, where deterioration of any of the described items would adversely affect the appearance of the Properties or the operation of systems appurtenant to Victoria Park.
- B. The Association shall provide maintenance of any real property located within Victoria Park upon which the Association has accepted an easement for said maintenance.
- C. The Association shall have the power to take any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Properties and to perform any of the functions of services delegated to the Association in any covenants, conditions or restrictions applicable to the Properties or in the Articles or Bylaws.
- D. The Association shall have the power to levy penalties against Owners for failure to comply with these Covenants, Conditions and Restrictions.
- E. The Association shall have the power to conduct the business of the Association, including but not limited to administrative services such as legal, accounting and financial, and communication services informing Members of activities, Notice of Meetings and other important events. The Association shall have the right to enter into management agreements with companies, whether affiliated with the Declarant or not, in order to provide its services, and perform its functions.

- F. The Association shall purchase general liability and hazard insurance covering improvements and activities on the Common Property, if any, at a current replacement cost basis, as the Board deems necessary. The Association may additionally cause all officers or employees having fiscal responsibility to be bonded.
- G. The Association shall establish and operate the Architectural Control Committee as hereinafter defined.
- H. The Association may adopt, publish and enforce such rules and regulations as the Board deems necessary.
- I. The Association may construct improvements on Common Property and easements as may be required to provide the services as authorized in Section 1 of this Article.
- J. The Association may establish use fees and promulgate rules and regulations respecting the use of Common Property and Association facilities by Members and persons other than Members.
- K. The Association may carry out any of the functions and services specified in Section 1 of this Article to the extent such maintenance and services can be provided within the constraints of the annual budget as approved by the membership, and according to the needs of the Association. If additional maintenance or services are required during the year, special assessments shall be requested from and approved by the membership except in the case of an emergency which does not allow for timely gathering of the membership to approve the special assessment. Subject to the provisions of Article III hereof, the functions and services which the Association is authorized to carry out or provide may be added to or reduced at any time upon the affirmative vote of a majority of the Board. The Association may provide the permitted services by contract with third parties, including agreements with applicable governmental agencies.

Section 2. Conveyance to Association. The Association shall be obligated to accept any and all conveyance to it by Declarant of fee simple title, Open Space, Parks, Surface Waters Management Systems or Common Property.

ARTICLE V

EASEMENTS

Section 1. Declarant Easements. The Declarant hereby reserves to itself, its successors and assigns, and to such other persons as Declarant may from time to time designate in writing, a perpetual easement, privilege and right in and to, over, under, on and across the Common Property for ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees; provided, however, that such access and use does not unnecessarily interfere with the reasonable use and enjoyment of these properties and facilities by the Owners. Declarant reserves the right to impose further restrictions and to grant or dedicate to itself or others additional easements and rights-of-way on any of the Properties owned by Declarant.

Section 2. Extent of Easements. The rights and easements of enjoyment created in this Article V shall be subject to the following:

- A. The right of the Declarant to suspend the rights and easements of enjoyment of any Member or any tenant of any Member for any period during which any assessment remains unpaid, and for any period, not to exceed ten (10) business days after payment, for an infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or breach of any rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment.
- B. The right of the Declarant to charge reasonable admission and other fees for the use of any recreational facility that may be situated on or in the Common Property.
- C. The right of the Declarant to give, dedicate, encumber or sell all or any part of the Common Property (including leasehold interests therein) to any public agency,

authority or utility or private concern for such purposes, subject to the Owners perpetual non-exclusive easement for ingress and egress set forth in Article V, Section 1 and subject to Article IV, Section 2 and such conditions as may be determined by the Association. No such gift, dedication or encumbrance, or sale shall be effective unless approved by eighty percent (80 %) of all Members agreeing to such a transaction has been recorded.

- D. Any Owner may delegate, to the members of his family, his tenants or his contract purchasers in accordance with the Bylaws of the Association, his right of enjoyment to the Common Areas and facilities. Such delegation is only permissible to the extent said delegate resides on the property and only in accordance with the Bylaws of the Association. Owners shall be held liable for any damage in Common Areas and Association owned facilities caused by delegates.

ARTICLE VI

ASSESSMENTS

Section 1. Covenant to Pay Assessment. The Declarant Covenants, and each Owner of any Residential Unit or Lot shall by acceptance of a deed therefore, regardless of whether it shall be so expressed in any such deed or other conveyance shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay the Declarant: (1) annual assessments, (2) special assessments and (3) individual assessments, all fixed, established and collected from time to time as hereinafter provided. Each such assessment, together with such interest thereon as may be provided for herein and costs of collection, shall also be the personal obligation of the person who was the Owner **of** such real property at the time when the assessment first became due and payable. Each such assessment, together with such interest thereon as may be provided for herein and costs of collection shall be a continuing lien upon the property against which each such assessment was made. The liability for assessments may not be avoided by waiver of (1) voting rights, or (2) the use or enjoyment of any Common Property, or (3) by the abandonment of the property against which the assessment was made. In the case of co-ownership of a

Residential Unit or Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Declarant shall be used exclusively for the improvements, maintenance, enhancement and operation of the Parks, Open Space, and Common Property and to provide services which the Declarant is authorized or required to provide including, but not limited to, the payment of taxes and insurance, construction, repair or replacement of improvements, payment of the costs to acquire labor, equipment, **materials**, management and supervision necessary to carry out its authorized functions, including the costs of the ACC, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Declarant for the purpose of enabling the Declarant to perform its authorized or required functions. The Declarant may establish reasonably necessary reserve funds to be held in reserve for: (a) major rehabilitation or major repairs to Common Property that must be replaced on a periodic basis; (b) emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss; (c) insurance premiums or taxes; and (d) legal expenses.

Section 3. Special Assessments. In addition to the annual assessments authorized by Section 2 of this Article VI, the Declarant may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the costs of any acquisition, construction or reconstruction, repair or replacement of a described capital improvement upon Common Property or easements, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of a simple majority of the votes of Members at a meeting duly called for that purpose. The Board of Directors may provide for the payment of such special assessments on a monthly basis.

Section 4. Individual Assessments. The Declarant may impose an individual assessment upon any Owner whose use or treatment of Common Areas, Residential Unit or Lot is not in conformance with the standards as adopted by the Declarant or which increases the maintenance cost to the Declarant above that which would result from compliance by the Owner with the use restrictions imposed by this Declaration.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall be due and payable in full on or before thirty (30) days after notice of an assessment is sent by the Board to the Owners. The Board shall determine any changes in the due date or the date of the commencement of the annual assessments.

Section 6. Due Date of Special and Individual Assessments. Except as otherwise expressly provided herein, the due date of any special or individual assessment under Sections 3 and 4 of this Article, respectively shall be fixed in the resolution authorizing such assessment.

Section 7. Determination of Annual Assessments. Each year the Board shall prepare a budget. At the time of preparation of the budget, the Board shall also determine the total annual assessment for the Properties, considering, among other things, the then current maintenance costs, estimated increases in maintenance costs, future needs of the Association, and other costs. Except as provided in section 10 herein, annual assessments shall be allocated equally among all lots. This budget, together with the annual property assessment, shall be circulated in preparation for the annual meeting, and must be provided to the membership within three months of adoption by the Board. At the time of circulation to the membership, the date of the annual meeting shall be set. This date may be not less than ten (10) days or more than twenty (20) days after mailing of the summary. If at that meeting a majority of all members reject the budget, the periodic budget and annual Property assessment last ratified by the membership remains in effect until the members ratify a budget proposed by the Board. If there is not a quorum at the annual meeting, a second meeting shall be called. This meeting is not subject to the maximum 20 day limit after the initial mailing of the proposed budget. If budget revisions are considered by the Board, however, the same circulation requirements exist for the second meeting. Rules of adoption and rejection in this subsection hold for the second meeting except that failure to gather a quorum at that meeting shall result in automatic ratification of the proposed budget and of the annual Property assessment.

Section 8. Duties of the Board of Directors. The Board shall prepare a roster of Owners, the Lots and the Residential Units owned by each and assessments applicable thereto which shall be kept in the office of the Declarant and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto. The Declarant

shall, upon demand, at any time, furnish to any Owner liable for any assessment a certificate in writing, signed by one of the Declarant's officers setting forth whether such assessment has been paid. Such certificate shall be prime facie evidence of payment of any assessment therein stated to have been paid.

Section 9. Allocation of Assessments. The total annual assessment and special assessment set by the Board for the Properties (exclusive of the individual assessments provided for in Section 4) shall be divided by the number of Lots, whether or not Units have been constructed thereon. The resulting figures shall be the assessment per Lot, regardless of improved/unimproved status.

Section 10. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Declarant's Remedies. If any of the assessments set forth in this Article VI or any other Article of this Declaration are not paid on or before the due date, the entire aggregate amount of such unpaid assessments shall, together with the interest thereon and costs of collection thereof as hereinafter provided, be deemed delinquent and in default and shall be a charge and continuing lien on the Lot and Unit of the Owner against whom each such assessment is made, such Owner's heirs, devisees, personal representatives and assigns. The obligation to pay such assessments, together with interest thereon and costs of collection, however, shall remain a personal obligation of the Owner of such Lot or Unit at the time when the assessments fell due, notwithstanding that such Lot or Unit may be sold or otherwise transferred. The Declarant may record a notice of lien for delinquent assessments in the public records and foreclose the lien in the same manner as a mortgage. The lien shall not be valid against subsequent bona fide purchasers or mortgagees for value unless so recorded. Upon recording, the lien shall secure the amount of delinquency stated therein and all unpaid assessments thereafter until satisfied of record.

If the assessments are not paid within thirty (30) days after the delinquency date, a late charge of twenty percent (20%) will be due and payable and the assessments (but not the late charge) shall bear interest from the date of delinquency at the rate of eighteen percent (18%), simple interest (but not to exceed the maximum charge permitted under applicable law), and the Declarant may bring an action at law against the Owner personally obligated to pay the same or

foreclose the lien against the property, or both, and there shall be added to the amount of such assessments the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys fee to be fixed by the court together with the costs of the action.

Section 11. Additional Consequences of Non-Payment of Assessment. In the event that any of the assessments set forth in this Declaration are deemed delinquent and in default pursuant to Section 9 hereof, then, during the period of such default and delinquency, and for so long as any such assessment, together with interest thereon and costs of collection thereof, remain due with interest thereon and costs of collection thereof, remain due and unpaid, the Declarant may (1) suspend the voting rights, (2) suspend any rights of use of Common Areas and (3) suspend the right to request or to obtain approval on any pending request before the ACC, of the Owner against whom the assessment was made. The liability for assessments cannot be avoided by the waiver or suspension of (1) voting rights, (2) the use and enjoyment of common areas, or (3) access to or approval of requests by the ACC, or by abandonment of the property against which the assessment was made.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Property as defined in Article I hereof; (c) all property dedicated for recreational use by Declarant; (d) Property designated as Parks.

Section 13. Lien. (a) The Association has a lien on a Lot for an assessment levied against the Lot or fines imposed against its Unit Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines, and interest charged pursuant to the Act and the 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 is prior to all other liens and encumbrances on a Lot except: (i) a lien and encumbrances recorded before the recordation of the Declaration; (ii) a first

Security Interest on the Lot recorded before the date on which the assessment sought to be enforced became delinquent; and (iii) liens for real estate taxes and other governmental assessments charged against the Lot. A lien under this Section is also prior to all Security Interests described in Subsection (ii) of this Subsection if the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section of this Article which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce either Association's lien or a Security Interest described in Subsection (ii) of this Subsection. This Subsection 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 09.38.10.

Section 14. Costs of Collection. The Declarant shall be entitled to recover its costs of collection and attorneys' fees from any Owner against whom an assessment must be enforced.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Establishment of the Architectural Control Committee. There is hereby established an Architectural Control Committee.

Section 2. Duties of and Functions of ACC. The duties, powers and responsibilities of the ACC shall be as follows:

- A. The ACC shall consist of three (3) or more persons, all of which shall be designated and appointed by the Board of Directors. A record of the Members of the ACC shall at all times be kept at the Declarant's office and such information shall be provided to any Owner or prospective purchaser of any Lot or Improved Unit upon request. Members of the ACC need not be officers, directors or Association members, however, the Declarant shall at all times keep a record of the Members of the ACC which shall be made available to the parties and in the manner provided above.

- B. The duties of the ACC shall include the specific approval or disapproval of all architectural, engineering, platting, planning and landscaping aspects of any improvement or development of individual units or buildings as well as the general plan for development of any individual Lot or subdivision, tract or parcel of land within the Properties. The ACC may also, in its sole discretion, impose standards of architectural and landscaping design, building setback lines or the general plan for development, which standards are greater or more stringent than standards prescribed in applicable building, zoning, planning or other local governmental codes.
- C. No building, sign, outside lighting, fence, hedge, wall, walk or other structure shall be constructed, erected, removed, or maintained, nor shall any addition to or any change or alteration therein or thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, plans, color scheme and the location of same shall have been submitted to and approved in writing by the ACC. Any change in the outward appearance of any improvement, including but not limited to, repainting the same in a different color, adding decorative sculptures, wrought iron grills or the like, shall also require approval in writing by the ACC before any work is commenced. Disapproval of plans, specifications or location may be based upon any ground, including purely aesthetic considerations, which the ACC, in its sole and uncontrolled discretion, deems sufficient.
- D. As part of the application process, one (1) complete set of plans and specifications prepared by an architect or other person found to be qualified by the ACC shall be submitted for approval by written application on such form as may be provided or required by the ACC. In the event the information submitted to the ACC is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.
- E. The ACC shall have the right to refuse to approve any plans and specifications that it deems are unsuitable or undesirable, in its sole discretion, for aesthetic or

any other reasons, provided such approval is not unreasonably or capriciously withheld. In approving or disapproving such plans and applications, the ACC shall consider the suitability of the proposed building, improvements, structure or landscaping and materials of which the same are to be built, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.

- F. Unless specifically accepted by the ACC, all improvements for which approval of the ACC is required under this Declaration shall be completed within (a reasonable time from the date of commencement of said improvements) or within the time set by the ACC in the event that the approval is so conditioned.
- G. In the event the ACC shall fail to specifically approve or disapprove the plans and specifications submitted in final and complete form within thirty (30) days after written request for approval or disapproval such plan and specification shall be deemed approved.
- H. There is specifically reserved unto the ACC the right of entry and inspection upon any Lot for the purpose of determination by the ACC whether there exists any construction of any improvement which violates the terms of any approval by the ACC or the terms of this Declaration or of any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference. Such entry shall, if possible, be carried out in the company of the lot owner or of his/her designee. The ACC with Board of Director approval is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorney's fees in connection therewith. The Declarant shall indemnify and hold harmless the ACC from all costs, expenses and liabilities, including attorneys' fees, incurred by virtue of any member of the ACC's service as a member of the ACC.

- I. A majority of the ACC may take any action of the committee and may designate a representative to act for it. In the event of death, disability or resignation of any member of the ACC, the appointing entity, either the Board or Declarant shall designate a successor.
- J. The ACC may recommend to the Board of Directors such further rules and regulations as it deems necessary to carry out its function and purposes hereunder, provided all such rules and regulations and shall be filed with and made a part of this Association's minutes.
- K. The Declarant and the ACC and any officer, employee, director or Member thereof shall not be liable for damages to any person submitting plans and specifications for approval by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans and specifications. Every person who submits plans and specifications for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit against the Declarant or ACC to recover any such damages.
- L. If a member of the ACC has a financial interest in any matter subject to a vote by the ACC, such members shall abstain from voting on that matter.
- M. Appeal: A lot owner may appeal any decision of the ACC by requesting a Board Hearing, at which the owner and a representative of the ACC should be present. The decision of the Board regarding the plans may itself be appealed to the Association Membership either by the owner or by the ACC within ten (10) days of the decision of the Board. Each step of this process requires all parties to be willing to discuss and to negotiate their differences without resort to legal resources. The overruling consideration must be for the neighborhood as a whole. The decision of two thirds of the association membership is final.

ARTICLE VIII

RESTRICTIONS AND COVENANTS

Section 1. Compliance by Owners: Restrictions and Covenants. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations adopted by the Board. The following are the initial Restrictions and Covenants of Victoria Park which may be amended, modified or added to from time to time as provided in the Bylaws:

- A. **Residential Use.** Victoria Park, subject to this Declaration, shall be used for single-family residential purposes and related recreational facilities only and for no other purposes. Conditional Uses as outlined in Section 21.40.030(D) of the Anchorage Municipal Code are strictly prohibited. Uses that do not conform to the applicable provisions of the applicable zoning ordinances, if any, will not be permitted. Any Owner who shall lease his Residential Unit shall be responsible for assuring compliance by such Owner's lessee with this Declaration, the Articles and the Bylaws. The minimum period for any lease is one (1) year.
- B. **Design, Finish, Size and Construction of Dwelling and Associated Structures.** The original version of these covenants were executed prior to the construction of the neighborhood. For this reason, the following construction-related restrictions will apply primarily to re-construction or remodeling of existing homes. The original restrictions specified, by lot, the sizes for homes. This was done to prevent the congregation of large homes in one part of the development and small homes in another. In addition, garage size was specified at "minimum 2-car" size. There was some flexibility in the standards under the oversight of the ACC. It is the intent of this revision of the covenants to maintain the original vision of those covenants and restrictions. No set of building plans may be duplicated except, if desired, the original plans for a house being reconstructed. A reconstruction or addition should not change the overall size of the home without express approval by the ACC. The ACC may waive this requirement only if there are significant changes in exterior elevations, construction materials and textures which make the similarity unnoticeable to the untrained eye. A wide range of architectural designs are permissible, including but not limited to the following:

Ranch-style, New England or Traditional Colonial, Southern Colonial, Dutch Colonial, English Tudor, French Provincial, Contemporary, Modified A-Frame or Ultramodern designs. An equally wide range of roof styles and siding materials is permissible and encouraged. Domes, underground homes, Quonset huts and other structures that do not, in the opinion of the ACC, keep with the character of the neighborhood, are not allowed.

The color of the external materials will generally be subdued to blend with the colors of the natural landscape. Earth tones, generally muted, are recommended, although occasionally accent colors used judiciously and with restraint may be permitted. The subjective matter of approving colors is the responsibility of the ACC.

T1-11 type wood siding is prohibited on any portion of the exterior of any structure which faces an adjacent street.

All roofs shall be of a material, color and texture approved by the ACC. No maximum or minimum pitch is specified, but approval by the ACC will be based on the visual impact of the roof on the Lot or on neighboring lots, dwellings, roads and open space. The overall appearance of the dwelling will be an important consideration.

All projections including but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railing and exterior stairways shall match the color of the surface from which they project, or shall be of an approved color. Any building projection must be contained within any setback restrictions.

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

In the case of reconstruction of the home no more than eight hundred (800) square feet of the interior area may remain unfinished after the date of initial occupancy. All unfinished areas shall be screened so as to make the unfinished area invisible from the street or from any adjoining lot or residence. A reconstructed dwelling

shall be entirely finished within one (1) year of the date construction begins, except for the eight hundred (800) square feet permitted herein, other than the initial construction of the house, shall be completed within ninety (90) days following commencement of construction.

- C. **Temporary Structures, Outbuildings.** No structure of a temporary character (trailer, basement, tent, shack, garage, barn, or other outbuilding) shall be used on any lot at any time as a residence. No structure of the following type may be constructed or placed on any lot at any time: Quonset huts, jamesways, wanigans, trailers, or surplus government buildings. No fuel shall be stored above or below ground for any aircraft, automobile, boat or other vehicle. In no event shall said house trailer, mobile home, or similar facility or structure or succession of such structures remain on any lot for more than two (2) weeks. No outbuilding of any nature shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the ACC. Flimsy, prefabricated sheds are not acceptable. Non-commercial greenhouse and storage structures shall be permitted so long as they are approved by the ACC and blend with the surrounding environment.
- D. **Lot 43.** Lot 43 has been deeded to Declarant, a non-profit corporation, formed as provided in Article XIII, Section 7, except for the reservation of easements. Lot 43 shall only be used for non-intensive recreational and park purposes such as an informal play/picnic area, limited landing for small manually transportable boats and limited walkway access, while at all times allowing for maximum protection of natural vegetation. Only pedestrian access shall be allowed. No motorized vehicles, including but not limited to aircraft, shall be permitted. No permanent structures except incidental recreational structures such as canoe/boat racks, docks, a gazebo, picnic tables, barbecues and fencing to denote a boundary and/or to control access, etc. will be allowed. Signs will be permitted to help enforce proper use of Lot 43. Declarant shall maintain, preserve improve and control the interest in Lot 43 for the use and benefit of all owners in Victoria Park Subdivision No. 1, lots 32 through 56 and for the use and benefit of the owners of

Lots 1 through 31, Victoria Park Subdivision, provided that the owners of Lots 1 through 31 pay a pro rata share of the costs of Lot 43. Commercial activity on Lot 43 is strictly prohibited.

- E. **Aircraft.** No aircraft shall be placed on or permitted to remain on any Lot for more than two (2) weeks. Permanent or temporary structures for storage of items related to aircraft may not be erected upon any lot.
- F. **Motor Vehicles, Trailers and Boats.** No vehicle, bus, boat, trailer or other machinery shall be parked overnight in the street in front of any lot. No derelict vehicle may be stored in a driveway. Recreational vehicles, trailers, boats, snow machines, or other machinery may be parked in the driveway during periods of frequent use; however, they may not be parked for more than *one week* at a time without use. Vehicles, recreational vehicles, trailers, boats, snow machines, or other machinery which are not being used at least once weekly, shall be kept in a garage or other closed structure, parked off site, or screened so that the item is not visible from the street, an adjoining lot, or from a neighbor's house. Proposals, only for storage of operational campers, motor homes and boats alongside garages or other structures, will be evaluated by the ACC on a case-by-case basis. Such proposals must contain, at a minimum, the construction of a suitable pad which shall either be paved or shall contain at least four inches of gravel fill. The purpose of this provision is to keep unsightly equipment out of sight to the greatest extent possible.

Exceptions to the provisions of this part may be made by the ACC during a time of construction or maintenance on any property or structure.
- G. **Maintenance of Parking Areas, Etc.** All setback areas, yards, walkways, driveways, parking areas and drainage swales shall be maintained and kept in a neat and clean condition, free of refuse and debris. All driveways leading from the street to the garage shall be hard-surfaced.
- H. Maintenance **of Landscaped Areas.** All yards shall be landscaped with lawns, shrubbery, trees, garden bark, landscaping cobbles, or other ground cover

approved by the ACC. The owner shall actively maintain and groom all such areas. Required landscaping shall be in place within two years of occupancy.

- I. **Maintenance of Landscaping to Public Right-of-Way Edge.** Any Owner within the Properties that owns or has the maintenance responsibility for property adjoining any public right-of-way shall maintain the landscaping to the public right-of-way regardless of the property boundaries on the plat.
- J. **Sight Distance at Intersection.** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines within ten (10) feet from the intersection of a street property line with the edge of the driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- K. **Fences.** Subject to the approval of the ACC and the restrictions of this part, fences may be constructed on any lot or tract. All fences must be properly maintained as an attractive addition to the lot. No fence is permitted in any front yard unless the ACC finds it will become an attractive addition to the neighborhood. Metal or chain-link fences are not permitted. The neighborhood has chosen to use wooden pickets for fence construction and this pattern shall be followed with the use of wood or wood-look pickets.
- L. **Trees.** The excessive removal of existing trees and shrubbery (as distinguished from brush and undergrowth) from any Lot shall not be permitted (except within the foundation perimeter line for the dwelling) unless landscaping of an equivalent or higher quality is substituted and the prior approval of the ACC is obtained.
- M. **Signs.** No sign of any kind shall be displayed to the public view on any Lot or Residential Unit, except for one professional sign of not more than five (5) square

feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period. The Declarant will be permitted to display a sign of no more than five (5) square feet and signs will be permitted to help enforce proper use of lot 43 as noted in subsection E of this Article VIII.

- N. **Lighting.** No exterior lighting fixtures shall be installed on any Residential Unit without adequate and proper shielding of fixtures. No lighting fixture shall be installed that may be or become an annoyance or a nuisance to the other residents of Residential Units.
- O. **Weeds and Underbrush.** No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the improved and landscaped portions of Properties and no refuse pile or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon.
- P. **Trash and Garbage.** No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on the Properties except building materials during the course of construction of any approved structure; provided, however, that no unnecessary accumulation of scrap, trash, papers or other refuse in connection with such construction activity shall be permitted and all construction sites shall be regularly policed and kept neat and orderly to the extent reasonably possible. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made at such place as will be accessible to persons making such pick-up. At all other times, such containers shall be stored so that they cannot be seen from surrounding property. The ACC, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same. On site disposal of trash and garbage by burying or burning is expressly prohibited.
- Q. **Screening.** Outdoor or indoor storage of goods, materials, or equipment including but not limited to clothesline equipment, service yards, wood piles, utility area,

and other unsightly items must be screened by sight-obscuring fences, landscaping or screens so as to conceal them from the view of neighboring streets, lots, and residences.

- R. **Outside Installations.** You must obtain approval of the ACC prior to the installation of any outside radio pole, television antennae, satellite dish, internet dish/box, or other such device on the exterior of a building or the roof of a building.
- S. **Burial of Pipe and Tanks.** No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on the Properties above the surface of the ground, except hoses and movable pipes used for irrigation purposes. No property shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth; provided, however, that nothing contained herein shall prohibit or restrict removal of fill or earth materials to construct or create approved drainage structures or landscaped berms, provided there is approval from the ACC.
- T. **Water Supply and Sewage.** No individual water supply system or individual sewage system shall be permitted on any Lot.
- U. **Drainage.** No changes in elevations of property subject to these restrictions shall be made without the express written approval of the ACC. No established drainage pattern within an area designated as a drainage easement shall be altered without written approval of the Declarant and, if required, the Municipality of Anchorage.
- V. **Oil, Gas, Mineral, Mining and Excavation Operations.** No oil, gas, mineral, mining or excavation operations of any kind or character shall be permitted upon any Lot or area of the Properties.
- W. **Nuisance.** No noxious or offensive activity shall be carried on upon any lot, common area or public right-of-way lying within the boundaries denoted on the plat, nor shall anything be done thereon which is illegal or may be or may become an annoyance or nuisance to the neighborhood. No inoperable equipment or other nuisance item may be parked or otherwise stationed on the street or, pending

removal, in yards or driveways in excess of 72 hours. In the event of any questions as to what may be or become a nuisance, such questions shall be submitted to the Board for a decision in writing and its decisions shall be final.

- X. **Animals.** No horses, cattle, swine, goats, poultry, fowl or any other animals not commonly considered household pets shall be kept on the Properties. Under no circumstances shall any commercial or business enterprises involving the breeding, use, care or treatment of animals be conducted on the Properties. All pets shall be kept on a leash when not on or in the pet owner's Lot or Unit and no pet shall be allowed to roam unattended. The Declarant may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on the Properties.
- Y. **Business.** Except as permitted in areas classified as commercial in Exhibit "B", no manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever will be conducted or carried on upon the Properties or in any building or other structure erected thereon, provided that: on any Property, any artist, artisan, craftsman or other business person may pursue his endeavor so long as he also uses such private area for residential purposes, is self-employed and has no employees working in such private area and does not advertise or offer any product or work to the public upon or from such private area. Any such business person may not create any excessive noise or traffic congestion.
- Z. **Time Shares.** No Lot or Residential Unit shall be owned or used in multiple or time share ownership.
- AA. **Illegal or Liability-Generating Items or Activities.** No illegal activity may be pursued on any lot or in any residence. No activity may be pursued or item stored on any lot which increases rates of insurance, for neighboring lots or residences or which might result in cancellation of insurance for any lot or residence.

Section 2. Liability for Damage to Common Property. Each Owner shall be legally liable to the Declarant for all damages to the Common Property or to any improvements thereof or thereto, including, but not limited to, the buildings, recreational facilities and landscaping,

caused by such Owner, his pet(s) his licensee(s) or any occupant of such Owner's Residential Lot or Unit, as such liability may be determined under Alaska Law.

Section 3. Enforcement. Failure of the Owner to comply with the restrictions, covenants or rules and regulations set forth herein shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorney's fees incurred in bringing such actions, and if necessary, costs and attorney's fees for appellate review. The Declarant shall have the right to enforce the provisions of this Declaration and to suspend voting rights and use of Common Areas for any Owner violating the provisions hereof for ten (10) business days or the term of continued violation, whichever is the longer period of time.

Section 4. Fines. In addition to all other remedies, in the sole discretion of the Board or representative of the Board, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants or employees to comply with any covenant, restriction, rule or regulation, contained herein or promulgated pursuant to these Declarations provided the following procedures are adhered to:

- A. **Notice.** The Board or representative of the Board shall notify the Owner of the infraction or infractions. Notice must be accomplished by certified mail or hand delivery to the Owner. Included in the notice shall be date and time of a Board hearing at which time the Owner may, if he or she so desires, present reasons why a penalty should not be imposed.
- B. **Hearing.** The noncompliance shall be presented to or by the Board, after which the Board shall hear reasons why penalties should not be imposed. A written decision of the Board shall be submitted to the Owner by not later than 5 business days after the Board's meeting.
- C. **Penalties.** The Board may impose fines in the form of individual assessments against the Residential Unit or Lot owned by the Owner as follows:
Unless cured within seven (7) days from the date that notice is received by Owner, penalties will accrue at the rate of One Hundred Dollars (\$100.00) per day

until remedied. The Board may alter the amount of the daily penalty from time to time as it deems appropriate.

- D. **Payment of Penalties.** Fines shall be paid not later than two (2) weeks after notice of the imposition or assessment of the penalties.
- E. **Collection of Fines.** Fines shall be treated as an assessment otherwise due to the Declarant, and as such will be a personal obligation of the Owner(s) and a lien against the Owner's Lot.
- F. **Application of Penalties.** All monies received from fines shall be allocated as directed by the Board.
- G. **Nonexclusive Remedy.** These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Declarant may be otherwise legally entitled including, without limitation, injunctive relief.

ARTICLE IX

AMENDMENTS

These Covenants, Conditions and Restrictions may be amended by an instrument signed by not less than eighty-five percent (85%) of the Lot owners. Any amendment must be properly recorded.

ARTICLE X

DAMAGE, DESTRUCTION AND CONDEMNATION OF COMMON PROPERTY

Casualty. If any portion of the Common Area is damaged or destroyed by fire or other casualty, then:

If the cost of repairing or rebuilding does not exceed the amount of available insurance proceeds by more than ten percent (10 %) of the budgeted gross expenses of the Association for the fiscal year during which the repairs or rebuilding is necessitated, the Board shall thereupon contract to repair or rebuild the damaged portions of the Common Area substantially in accordance with the original plans and specifications therefore.

ARTICLE XI

DAMAGE, DESTRUCTION AND

CONDEMNATION OF RESIDENTIAL UNITS

Damage and Destruction. In the event of damage or destruction to any Residential Unit, the Owner thereof shall reconstruct the same as soon as reasonably practical and substantially in accordance with the original plans and specifications therefor; provided, however, that any such Owner may reconstruct or repair the same pursuant to new or changed plans and specifications after obtaining the written approval of the ACC as hereinabove provided. In the event the Board fails to approve or disapprove such changed plans and specifications within thirty (30) days of the receipt thereof, they shall be deemed to have been disapproved.

ARTICLE XII

SPECIAL PROVISIONS

Section 1: Fires. There shall be no exterior fires whatsoever except fires contained within receptacles made for barbeques and fire pits, except as follows:

During the months of October 1 to April 1, exterior fires are permitted solely for the purpose of yard clean-up and only upon receipt of a burn permit from the Municipality of Anchorage. No fires shall be allowed during periods determined by the Municipality of Anchorage to be “high fire hazard.”

Section 2. Noise Control.

- A. Any motorized vehicles or mechanical equipment which create annoying or undesirable noises or are operated in an unsafe manner shall not be operated within the subdivision.
- B. Excessive animal noise is prohibited at any time of day or night.
- C. Outside construction activity is prohibited between the hours of 9:00 P.M. and 7:00 A.M.

Section 3. Firearms or Explosive Devices. The discharge of firearms or any explosive device in Victoria Park is strictly prohibited.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Duration. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Declarant and any Owner, their respective legal representatives, heirs, successors and assigns, for a period of twenty (20) years from the date this Declaration is recorded. Upon the expiration of said twenty (20) year period this Declaration shall be automatically renewed and extended for successive periods. The number of subsequent renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each period for an additional twenty (20) year period; provided, however, that this Declaration may be terminated and released at any time upon the vote of eighty percent (80%) of the votes cast by Members at a duly held meeting of Members. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least fifteen (15) days advance of said meeting. In the event that the Declarant votes to terminate this Declaration, the President and Secretary of the Declarant shall execute a certificate which shall set forth the resolution of termination adopted by the Declarant, the date of the meeting of the Declarant at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Declarant, the total number of votes required to constitute a quorum to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. The certificate shall be recorded in the Records of the Anchorage Recording District, Third Judicial District, State of Alaska, along with a copy of the resolution itself, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Special Exceptions and Variations. Unless the written consent of the Association is first obtained, no Owner shall file a request for zoning variations, special exceptions or zoning changes affecting or relating to land within the Properties.

Section 3. Compliance with Applicable Laws. All Owners shall comply with applicable municipal, state and federal law relating to the ownership and maintenance of the Lots.

Section 4. Power of Attorney. The Declarant is hereby granted an irrevocable power of attorney to represent the Owners in any proceedings, negotiations, settlements or agreements relating to the damage, destruction or condemnation of the Common Property.

Section 5. Enforcement. Enforcement of the Covenants, Conditions and Restrictions contained in this Declaration shall be by any proceeding at law or in equity and may be instituted by the Declarant, its successors or assigns or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and to enforce any lien created by this Declaration. Failure by the Declarant or any Owner to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 6. Formation of Non-Profit Corporation for Enforcement of Covenants. A non-profit corporation under the laws of the State of Alaska has been formed in which the Owner of each lot which is subject to these Covenants, Conditions and Restrictions shall be a member and in which membership shall be limited to the said Lot Owners. The Articles of Incorporation and Bylaws of said corporation specify, among the purposes and duties of such corporation, the enforcement of all the covenants, conditions and restrictions contained herein, and the maintenance, preservation, and improvement of such properties in conformance with these covenants.

Section 7. Severability. Should any covenant, condition or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared void, invalid, illegal, or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 8. Interpretation. The Board shall have the right except as limited by any other provisions of this Declaration or the Bylaws to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith determination,

construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward furthering the interests of the Owners in creating and maintaining an attractive healthful, pleasant development.

Section 9. Authorized Action. All actions which the Declarant is allowed to take under this instrument shall be authorized actions of the Declarant as approved by the Board in the manner provided for in the Bylaws, unless the terms of this instrument provide otherwise.

Section 10. Termination of Declaration. Should the Declarant's Members vote not to renew and extend this Declaration as provided for herein, all Common Property owned by the Declarant at such time shall be transferred to another association or appropriate public agency having similar purposes. If no other association or agency will accept such property then it will be conveyed to a trustee appointed by a Court of competent jurisdiction, which trustee shall sell the Common Property free and clear of the limitations imposed hereby, upon terms established by such Court. That portion of the Open Space or Common Property consisting of the Surface Water Management System cannot be altered, changed or sold separate from the lands it serves. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Property, then for the payment of any obligations incurred by the trustee in the operation, maintenance, repair and upkeep of the Common Property. The excess of proceeds, if any, from Common Property shall be distributed among Owners in a proportion which is equal to the proportionate shares of such Owners in Common Expenses.

Section 11. Execution of Documents. To the extent that any documents are from time to time required of the Owners, the Board, through its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents after approval thereof by the requisite number of Directors at a duly-called meeting, and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Board as their proper and legal attorneys-in-fact for such purpose. Such appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section shall recite that it is made pursuant to this Section.

Section 13. Constructions. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Properties.

Declarant: Victoria Park Subdivision Association, Inc., an Alaska
Nonprofit Corporation

Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, _____ of Victoria Park Subdivision, Addition No.1, an Alaskan homeowners' association, on behalf of the corporation.

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