

DECLARATION

OF CONDITIONS, COVENANTS, AND RESTRICTIONS

Plat Filed 4/24/78 Plat No. 78-53

*Aleutian Estates Subd.*

THIS DECLARATION, made on the date hereinafter set forth by the ALEUT CORPORATION, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the Owner of certain property within the Matanuska-Susitna Borough, State of Alaska, which is more particularly described as:

- Lots one (1) through four (4), Block one (1).
- Lots one (1) through nine (9), Block two (2).
- Lots one (1) through nine (9), Block three (3).
- Lots one (1) through eighteen (18), Block four (4).
- Lot one (1), Block 5.

ALEUTIAN ESTATES SUBDIVISION, a subdivision lying within Section 8 and 9, Township 18 North, Range 1 East, Seward Meridian, Alaska.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "Association" shall mean and refer to ALEUTIAN ESTATES SUBDIVISION ASSOCIATION, ITS SUCCESSORS AND ASSIGNS.

SECTION 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

SECTION 5. "Declarant" shall mean and refer to ALEUT CORPORATION, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

SECTION 6. "Board of Directors" shall be elected by the members Association at any meeting and shall consist of three individuals. They shall be the responsibility of the Board of Directors to conduct the necessary business of the Association. The Declarant shall act as the Board until such time as there are ten (10) Class A Members of the Association.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every owner of a lot which is subject to an assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership:

CLASS A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one 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 vote be cast with respect to any one Lot.

CLASS B. Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier;

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1980.

### ARTICLE III

#### COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made.

Each such assessment, together with interest, costs and reasonable attorney's fee, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

SECTION 2. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the properties and for the improvement and maintenance of the streets, street lights, and snow removal and these public properties within the subdivision not maintained by other entities.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be SIXTY DOLLARS (\$60.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast TWENTY-SIX percent (26%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

SECTION 5. UNIFORM RATE OF ASSESSMENT. Annual assessment must be fixed at a uniform rate for all Lots and Tracts and may be collected on a monthly basis.

SECTION 6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to all Lots on the first day of October, 1979. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of this annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

SECTION 7. EFFECT ON NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of streets or abandonment of his Lot.

SECTION 8. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any preceding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV

LAND USE AND BUILDING TYPE

SECTION 1. LAND USE AND BUILDING TYPE. No lots shall be used except for single family residential purposes. No lots shall be resubdivided to smaller than 20,000 square foot parcels.

SECTION 2. DWELLINGS. No dwelling of less than a total value of \$22.00 per square foot of living area shall be permitted on any lot. Such value shall be exclusive of porches and garages, and be based upon the cost level prevailing on the date these covenants are recorded. Cost for water and sewage facilities shall not be included in the dwelling cost. It being the intention and purpose of the covenants to assure that all dwellings, whether used as occasional homes or year-round residences, shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. Mobile homes shall not be permitted as dwellings.

SECTION 3. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any member of the Association.

SECTION 4. TEMPORARY STRUCTURES. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

SECTION 5. OUTBUILDINGS. Outbuildings, including, but not limited to, greenhouses, storage sheds, barns, shall be permitted only if constructed in a permanent manner and in a style which is compatible with the architectural design of the main dwelling structure. No outbuildings will be permitted which are not properly sited, painted and roofed.

SECTION 6. COMPLETION OF EXTERIORS. All houses and outbuildings must be enclosed and exteriors finished within twelve months of the time of beginning of construction.

SECTION 7. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other normal household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes, and provided that no more than two (2) dogs of sled-type breed may be maintained.

SECTION 8. TREES. No trees may be removed from any lot except those trees necessary for clearing of a construction site for the dwelling to be constructed on that lot, or for incidental residential uses, such as a home garden for personal consumption. It is the intent of this provision that all persons purchasing lots shall do their utmost to maintain the trees and natural wooded surroundings of their property.

SECTION 9. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Rubbish, garbage or other waste shall not be kept, except in sanitary containers. All equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition.

#### ARTICLE V

#### GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of ten years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended by an instrument signed by not less than fifty-one percent (51%) of the Lot Owners. Any amendment must be recorded.





Declaration of Intent to  
Operate and Maintain Water System  
For the Benefit of Lot Owners  
in Aleutian Estates Subdivision,  
Addition No. 1

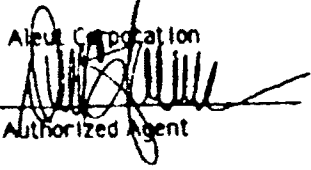
BOOK 0474 PAGE 576

Lots one (1) through four (4), Block one (1)  
Lots one (1) through nine (9), Block two (2)  
Lots one (1) through nine (9), Block three (3)  
Lots one (1) through eighteen (18), Block four (4)  
Lot one (1), Block 5  
Palmer Recording District

Aleutian Estates Subdivision, a subdivision lying within Section 8 and 9,  
Township 18 North, Range 1 East, Seward Meridian, Alaska

The Aleut Corporation hereby covenants with the owners of subdivided lots  
within Aleutian Estates, Addition No. 1, Subdivision, respectively, to  
maintain and repair the water system described in this instrument and  
attached plat until such time as The Aleut Corporation conveys its  
ownership of the system to a mutual company or home owners' association  
created for the purpose of maintaining and operating said water system.

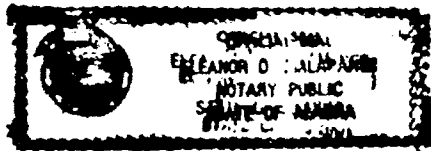
The Aleut Corporation

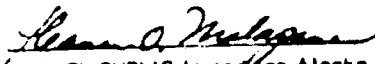
By   
Its Authorized Agent

STATE OF ALASKA            )  
  ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 3<sup>rd</sup> day of July,  
1982, before me, the undersigned Notary Public, in and for Alaska, duly  
commissioned and sworn as such, personally appeared Reinold E. Fossom  
known to me and to me known to be the individual named in and who  
executed the above and foregoing DECLARATION, and acknowledged to me  
the execution thereof as his free and voluntary act and deed for the uses  
and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my  
notarial seal the day and year in this certificate first above written



  
NOTARY PUBLIC in and for Alaska  
My Commission Expires 3-19-82

COVER SHEET

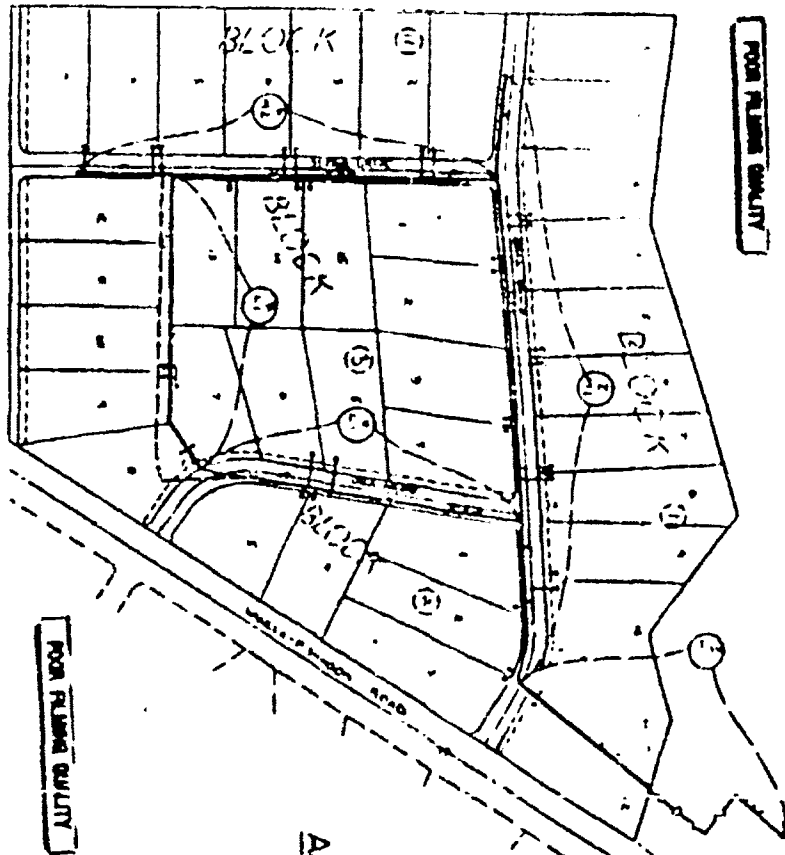
ALEUTIAN

184087

SHT. 1

NO. 0474-577

- WATER MAINS**
- 1 CONCRETE TIE-IN - MASTER PUMP
  - 2 24" DIA. UNITS
  - 3 24" DIA. UNITS, LOT LINE TO WASH DRIVE
  - 4 WASH DRIVE
  - 5 LOT LINE TO WASH DRIVE



**LEGEND**

○ 24" DIA. UNIT  
 ○ 24" DIA. UNIT, LOT LINE TO WASH DRIVE  
 ○ WASH DRIVE  
 ○ LOT LINE TO WASH DRIVE

POOR PLUMBING QUALITY

POOR PLUMBING QUALITY

COMMUNITY WATER SYSTEM PLAN AND PROFILE

ALEUTIAN ESTATES ADDITION NO 1

86-014222

RECORDED FILED  
PALMER REC.  
DISTRICT

JUN 3 4 00 PM '00

REQUESTED BY *GLORIA KELLY*

ADDRESS *POB 87655  
WASILLA  
99687*

**REMARKS**

By Order of  
 Aleutian Estates  
 4175 Club Street  
 P.O. Box 87655  
 Wasilla, Alaska 99687  
 800 274-7208

Let to: *Aleut Corp  
 POB 876576  
 WASILLA  
 99687*



Professional information and title block area.








**CONVEYANCE OF  
WATER LINE EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that THE ALEUT CORPORATION, an Alaska Corporation, One Aleut Plaza, 4000 Old Seward Highway, Suite 300, Anchorage, Alaska 99503 (hereinafter referred to as "Grantor") for the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is acknowledged, does hereby grant, convey, and warrant unto THE ALEUTIAN ESTATES ADDITION NO. 1 WATER SYSTEM ASSOCIATION, INC., an Alaska corporation, One Aleut Plaza, 4000 Old Seward Highway, Suite 300, Anchorage, Alaska 99503 (hereinafter referred to as "Grantee"), and to its successors and assigns, an easement and right of way in perpetuity, with the right, privilege and authority to the Grantee, to operate, maintain and repair a water line for the purposes of supplying water through, across and under the following described lands within the Palmer Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

That portion of the West One-half (W1/2) of the Northwest One-quarter (NW1/4), Section 9, Township 18 North, Range 1 East, Seward Meridian, Palmer Recording District, Third Judicial District, State of Alaska described as follows:

Said easement is twenty feet (20') in width, ten feet (10') on either side of the following described line to wit:

Commencing for reference at the southwest corner of Lot Twelve (12), Block One (1), Aleutian Estates Addition No. 1, according to the official plat thereof, filed under Plat No. 83-207, Palmer Recording District, Third Judicial District, State of Alaska, said corner being monumented with a 5/8" rebar;

Thence N38°50'07"E on the common line of Lots 12 and 11 a distance of 306.85 feet to the northwest corner of Lot 12 as monumented by a 5/8" rebar, the True Point of Beginning;

Thence continuing in that portion of the West One-half (W1/2) of the Northwest One-quarter (NW1/4), Section 9, Township 18 North, Range 1 East, Seward Meridian, State of Alaska, N38°50'57"E a distance of 287.06 feet at which point said easement increases to a width of fifty-two feet (52'), twenty-six feet

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(26') on either side of said line to encompass an existing water storage building;

Thence N38°50'57"E a distance of sixty feet (60') at which point said easement decreases to twenty feet (20'), ten feet (10') on either side of said line;

Thence N38°50'57"E a distance of 49.16 feet;

Thence N51°04'48"W a distance of 341.76 feet;

Thence N38°52'47"E a distance of 79.48 feet to the edge of a fifty foot (50') well radius easement;

Thence N38°52'47"E a distance of fifty feet (50') to an existing six inch (6") well casing the radius point of the fifty foot (50') well easement.

Said well also has a two hundred foot (200') well protection radius associated with a class "A" public well.

Said easement contains 0.60 acres more or less.

Together with the right to the Grantee, its successors and assigns, to maintain, inspect, and repair water lines across, through and under the above-described premises, and to do anything necessary, useful or convenient for the enjoyment of the easement herein granted, also, the privilege of removing at any time of all of said improvements erected upon, over and under said lands.

It is agreed by the Grantee that such debris and waste materials as are caused by such operation, maintenance and repair will be removed from the premises, and that the premises will be left as nearly as possible in the same condition as they now are.

All improvements placed on the premises pursuant to this easement are the property of the Grantee. The failure of the Grantee to exercise any of its rights granted herein shall not be construed as a waiver or abandonment of the right.

Grantor covenants that it obtained the easement described above pursuant to a document dated September 18, 1991, and recorded at Book 663, Page 079 at the Office of the Recorder, Palmer Recording District, Third Judicial District, State of Alaska, and that this easement is intended to transfer all of the grantor's rights under the aforesaid document.

CONVEYANCE OF WATER LINE EASEMENT  
Page 2 of 3 Pages

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900 West Fifth Avenue, Suite 700  
Anchorage, Alaska 99501  
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WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that THE ALEUT CORPORATION, an Alaska Corporation, One Aleut Plaza, 4000 Old Seward Highway, Suite 300, Anchorage, Alaska 99503 (hereinafter referred to as "Grantor") for the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is acknowledged, does hereby grant, convey, and warrant unto THE ALEUTIAN ESTATES ADDITION NO. 1 WATER SYSTEM ASSOCIATION, INC., an Alaska corporation, One Aleut Plaza, 4000 Old Seward Highway, Suite 300, Anchorage, Alaska 99503 (hereinafter referred to as "Grantee"), and to its successors and assigns, an easement and right of way in perpetuity, with the right, privilege and authority to the Grantee, to operate, maintain and repair a water line for the purposes of supplying water through, across and under the following described lands within the Palmer Recording District, Third Judicial District, State of Alaska, and more particularly described as follows:

Lots 11 and 12, Block 1, and Lots 8, 9, and 11, Block 3, Aleutian Estates Addition No. 1, according to the official plat thereof filed under Plat No. 83-207, Palmer Recording District, Third Judicial District, State of Alaska.

The easement granted herein is more particularly described as follows:

1. For Lot 11, Block 1:

A 10' water line right-of-way easement along the east property line which is common to Lot 11 and Lot 12, Block 1.

2. For Lot 12, Block 1:

A 10' water line right-of-way easement along the west property line which is common to Lot 11 and Lot 12, Block 1.

3. For Lots 8, 9, and 11 of Block 3:

Said easement is twenty feet (20') in width, ten feet (10') on either side of the following described line to wit:

A. For Lot 8, Block 3:

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Commencing at the NW corner of Lot 8, Block 3; thence S09°27'28"E for a distance of 25 feet to the true point of beginning; thence S87°18'00"E for a distance of 75 feet; thence N88°30'00"E for a distance of 65 feet; thence N10°00'00"W to the Unga Drive right-of-way.

B. For Lot 9, Block 3:

Commencing at the NW corner of Lot 9, Block 3; thence south 20 feet to the true point of beginning; thence S87°18'00"E to the east property line.

C. For Lot 11, Block 3:

Commencing at the NW corner of Lot 11, Block 3; thence south 20 feet to the true point of beginning; thence east to the east property line.

Together with the right to the Grantee, its successors and assigns, to maintain, inspect, and repair water lines across, through and under the above-described premises, and to do anything necessary, useful or convenient for the enjoyment of the easement herein granted, also, the privilege of removing at any time of all of said improvements erected upon, over and under said lands.

It is agreed by the Grantee that such debris and waste materials as are caused by such operation, maintenance and repair will be removed from the premises, and that the premises will be left as nearly as possible in the same condition as they now are.

All improvements placed on the premises pursuant to this easement are the property of the Grantee. The failure of the Grantee to exercise any of its rights granted herein shall not be construed as a waiver or abandonment of the right.

Grantor covenants that it is the owner of the above-described premises.

