

Protective Covenants and Restrictions –

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Antennae

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FOR YOUR INFORMATION: *The Design Committee developed "Rules for Installation of Antennas", which are consistent with the Federal Communications Act of 1996*

Dog Houses, Runs

V.G.2 [Exterior Materials](#)

V.G.6 [Outside Installations](#)

FOR YOUR INFORMATION: *The Design Committee approved a variance allowing dog houses under the following conditions: Dog houses must be positioned to the side or back of a family dwelling in such a manner as to be least visible from a common area and not to impede road or pedestrian traffic. Materials must conform to [Article V.G.2](#).*

In the interest of safety, chain link dog runs will be permitted as long as the height of the chain link fence does not exceed the height of the privacy fence that must hide the dog run.

Consent of the Design Committee is required for the construction of dog runs and dog houses.

PETS AND THEIR OWNERS ARE SUBJECT TO ANCHORAGE MUNICIPAL ANIMAL CONTROL ORDINANCES.

Fences

V.C.2 [Setback Areas](#)

V.E Fences

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Off-Street Parking

V.G.3 Parking and Driveways

Recreational Vehicle Parking

V.G.3 Parking and Driveways

Storage Houses, Green Houses

V.C.2 Setback Areas

V.G.2 Exterior Materials

FOR YOUR INFORMATION: *The Design Committee has approved a variance allowing construction of storage sheds and green houses providing that they are built in accordance with PC&R's governing materials (siding, roofing, type glass, etc.) and setbacks. In addition, they must not obstruct any private view. The variance requires that proposals and sketches for such structures be reviewed and approved by the Design Committee before a permit to build is granted.*

Protective Covenants and Restrictions - January, 1988

Declaration

This Declaration, made this 27th day of August, A.D., 1979, by Eagle River Development Co., Inc. an Alaska corporation, hereinafter called "Developer".

WITNESSETH

Whereas, Eaglewood is a residential real estate development initially consisting of approximately 252 acres, in Eagle River, (Anchorage) Alaska as described in exhibit "A" to this declaration; and Whereas, Eagle River Development Company, Inc. ("Developer") seeks to create in Eaglewood a carefully planned community which will provide an unusually attractive place to live and conserve the naturally beauty of Eaglewood; and Whereas, Developer is the developer of the real property described in Exhibit A of this Declaration, and desires to initially create thereon a residential community consisting of Single Family Residences, Duplexes, Townhouses, Condominiums, associated recreational amenities, streets, Private Open Spaces, Common Areas and other facilities for the benefit of said community; and

Whereas, Developer wishes to provide for the fair, just and equitable administration and enforcement of the Protective Covenants and Restrictions and collecting and disbursing the assessments and charges hereinafter created; and

Whereas, Developer has caused to be incorporated, under the laws of the State of Alaska, a nonprofit, non-stock Corporation, **THE EAGLEWOOD ASSOCIATION, INC..**

(the "Association") for the purpose of exercising many of the administrative functions aforesaid, and as described herein; and

Whereas, All owners within Eaglewood, as members of the Association, are required to preserve the natural beauty of their property. The owners, through their purchase of Private Areas accept among themselves the principle that Eaglewood must preserve its natural rural character for the present and future enjoyment of all property owners. It is also assumed that those who are entrusted with the management of the Eaglewood Association, Inc. will recognize such principal and will foster, to the greatest extent, maximum individual flexibility and freedom of individual expression consistent with these goals; and

Whereas, By providing standards for the improvement of private areas within Eaglewood through the instrumentality of the Protective Covenants and Restrictions, the Developer hopes to assure that property within the development will have the maximum value for those who acquire it. By requiring proper maintenance of improvements and grounds within Eaglewood, the Developer hopes to prevent deterioration of the value of property as a result of carelessness on the part of any property owner(s). The Developer conceives that those living in Eaglewood may enjoy many advantages on a relatively economical basis, through provision for shared costs such as for the maintenance of Common Areas and provision for security for all residents, and

Whereas, Funds for the maintenance of Common Areas including private streets, will be provided through assessments against these who purchase property in Eaglewood. To properly develop Eaglewood, the Developer shall initially provide Common Area improvements. For the protection of all owners of property in Eaglewood, a system has been designed to assure that each person who purchases property will pay an equal share necessary for the maintenance and security of Common Areas. Assessments shall be evenly assessed on each type of dwelling unit private area without adjustment for size of value; and

Whereas, the Protective Covenants and Restrictions and any Rules and Regulations promulgated by the Association are intended to promote the most appropriate use and conserve the natural character of Eaglewood for the benefit and enjoyment of present and future owners. Each owner and occupant shall comply with all provisions of these Protective Covenants and Restrictions as a condition of ownership. These Protective Covenants and Restrictions are in addition to, and not in lieu of, any restrictions now or hereafter imposed by law; and

Whereas, each and every portion of Eaglewood shall be subject to all present and future applicable laws, ordinances, rules, regulations, and orders of the United States Government, the State of Alaska, and the Municipality of Anchorage, and such other government entities exercising lawful jurisdiction; and

Whereas, The foregoing whereas clauses are an integral part of this Declaration.

Now, Therefore, The Developer declares that the real property described in Exhibit A, and such additions thereto as may hereafter be made pursuant to this Declaration is

and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens herein set forth or as hereafter amended.

EXHIBIT A:

Lots D-1, D-7, D-9, D-22, D-25, D-26, D-30, D-31, D-38, 2 through 6, 8, 10 through 21, 23, 24, 27, 28, 29, 32 through 37, 39 and Park Tracts P-1 and P 3, Block 1; Lots D-6, D-10, 1 through 5, 7, 8, 9, 11 through 28, and Park Tract P-2, Block 2; Lots D-1, D-7, 2 through 6, and Park Tract P-4, Block 3; Road Tract R-1, and Tracks A and B Eaglewood Subdivision, located within the N1/2 of the W1/2, Section 18, T14N, R1W, S.M., Alaska. Grids SW54 and SW55.

Lots D-8, D-12, D-25, D-33, D-47, D-51, D-56, 9 -11, 13- 24, 26 - 32, 34 - 46, 48 - 50, 52 - 55, 57, Park Tract 6, Block 3; Lots D-10, D-11, D-18, D-24, D-26, D-27, 1-9, 12-17, 19-23, 25, 28-33, Park Tract P-5, Block 4; Lots D-8, 1-7, 9-13, Block 5; and Street Tract R-s, Eaglewood Subdivision, located within the N1/2 of the South 1/2, Section 18, T14N, R1W, S.M., Alaska. Grids SW54 & SW55

Lots 1-5, Northwood Brae Subdivision, located within the S1/2 NW1/2 NW1/2 section 18, T14N, R1W, S.M. Alaska. Grid SW54

Tracts A and B1, Sapphirine Subdivision. Located within the S1/2 of the N1/2 Section 18, T14N, R1W, S.M. Alaska Grid SW54.

Common Areas are designated as follows: Park Tracks P-1, P-2, P-3, P-4, and P-6, Street Tracks R-1 and R-2.*

ARTICLE I Definitions

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

Eaglewood: shall mean all the properties subject to the Declaration as amended and all properties which may later be made subject to this Declaration.

Approved Plans: shall mean any plan approved by the Developer of Design Committee or their designee or authorized representative for the development and construction (including landscaping) of or on any private area within Eaglewood. Construction shall be consistent with such plan.

Assessments:

- a. **Common Assessment:** shall mean the charge against an owner for his proportionate share of the cost of maintaining, improving, repairing and managing the common areas and all other common expenses, including operational costs for the common areas and all other common expenses, including operational costs for the common areas and other expenditures for the benefit of Eaglewood, and may also include reserves for repair and replacement which charges are to be paid for by each owner to the Eaglewood Association, Inc. (the "Association") for common expenses. Such Common Area Assessments shall be charged against an owner's private area as a lien upon such property and improvements as provided herein. "Common Assessment" shall also be used interchangeably with "common expenses". To the extent said Common Assessment is not paid by an owner

responsible for payment as provided herein, then the other members of the Association shall advance such defaulting owners' share. Common assessments shall include, but not be limited to, unpaid special and capital improvement assessments; cost of managers, accountants, attorneys and other professionals and staff, as well as the costs of gardening and other services benefiting the Common Areas or Eaglewood, the cost of fire, casualty, liability, workmen's compensation and other insurance, and the cost of bonding the members of any hired professional property management company, taxes paid by the Association for discharge of any lien or encumbrance levied against common areas within Eaglewood or portions thereof, and the costs of any other item or items designated by or in accordance with other necessary expenses incurred by the Association or its Board, for any lawful reason whatsoever.

- b. **Special Assessment:** shall mean a charge against a particular owner and his private area, directly attributable to said owner of any occupant of or guest to his private area equal to the total cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration plus interest thereon as provided for in this Declaration. Such special assessments are a charge against the particular private areas as a lien upon such property as provided herein.
- c. **Capital Improvement assessment:** shall mean a charge against each owner and his private area, representing a portion of the cost to the Association for the installation of construction of any capital improvements on any of the Common Areas which the Association may from time to time authorize.
- d. **Contractual Service Assessments:** shall mean a charge against a particular owner or his tenant and the private area, equal to the cost of providing any BCS services or any other services contracted for between the owner and the Association.

Association or The Association: shall mean The Eaglewood Association, Inc. an Alaska non-profit, non-stock, corporation. Every owner of a private Area in Eaglewood is automatically a member of such association.

Board of Directors or Board: shall mean the lawfully elected Directors of The Eaglewood Association, Inc., elected by the members of the Eaglewood Association, Inc. pursuant to the non-profit corporation laws of the State of Alaska and the By-laws of the Eaglewood Association, Inc.

Broadband Communication System (BCS): shall mean the underground cable system providing electronic services to Eaglewood.

By-laws: shall mean the statutorily required regulations prescribing the conduct of the Association.

Common Areas: shall mean the following described tracts shown on the plat of Eaglewood Subdivision No. P-79-52, regarding File 80-54, recorded in the records of the Anchorage Recording District, Third Judicial District, State of Alaska, on May 8, 1979: Tracts P-1 through P-6 thereof, and Tracts R-1 and R-2 thereof, which said Tracts R-1 and R-2 comprise the private streets of said subdivision.

Condominium: shall mean private ownership of an individual residential dwelling unit within a building or on property held in common ownership with other unit owners as provided in the Horizontal property Regimes Act of the State of Alaska (Chapter 07 of the Alaska Statutes, as amended), which condominiums shall only be constructed on areas designated for townhouse, condominium or apartment use on the Plat or as approved by the Developer to accommodate any technical designation of "condominium" for a duplex. See "Townhouse".

Declaration: shall mean this Declaration of Protective Covenants and Restrictions (PC&Rs) for Eaglewood, which have been recorded in the Third Judicial Circuit, State of Alaska. The PC&R are covenants which run with the land and are an encumbrance upon land use and ownership.

Declarant: shall mean Eagle River Development Co., Inc., an Alaska corporation, a subsidiary of The Norfolk Group Limited, its successors and assigns.

Design Committee: shall mean the Committee appointed by the Developer or the Board of Directors to monitor plans and improvements within Eaglewood as provided in Article VII herein.

Design Committee Rules: shall mean regulations and restrictions governing the use and maintenance of private areas pursuant to the provisions of these PC&Rs, and any rules, regulations, orders, directives or interpretations issued by the Design Committee in the execution of its responsibilities as provided herein.

Developer: shall mean Eagle River Development Co., Inc., an Alaskan corporation, a subsidiary of The Norfolk Group Limited, its successors and assigns.

Development: shall mean the real property described in Exhibit A together with any improvements thereon Driveway(s): shall mean an approved vehicular access to a private area from a private street, or from a public street if appropriate, which driveway shall have a maximum width of a sixteen feet and a minimum width of ten feet, and shall be continuously paved with asphalt, concrete or alternative materials approved in writing by the design Committee.

Duplex: shall mean a residential building consisting of two (2) single family dwelling units, located on one residential lot (Private Area) designated as a Duplex lot by use of the letter "D" on the Plat of Eaglewood.

Eagle River: shall mean the community within the Municipality of Anchorage, State of Alaska in which Eaglewood is located.

Eagle River Development Co., Inc., its successors and Assigns: shall mean the Developer of Eaglewood.

Eaglewood: shall mean all the properties subject to the Declaration as amended and all properties which may later be made subject to this declaration.

The Eaglewood Association, Inc. or Association: shall mean the Alaska non-stock, corporation organized to administer and maintain Eaglewood pursuant to the provisions

of these PC&Rs and the Articles of Association and by-laws of the Eaglewood Association, Inc.

Eaglewood Judicial Council: shall mean the Committee appointed by the Board of Directors to hear appeals as provided in Article VIII herein.

Easement: shall mean specified rights of access and use shown on the Plat of Eaglewood or as provided for in these PC&Rs or as hereafter reserved or specified by the Developer as part of the initial development of Eaglewood.

First Mortgagee: shall mean a person or entity who is the beneficiary of a mortgage or deed of trust reflecting a first lien against a private area within Eaglewood.

First Mortgage: shall mean a mortgage or deed of trust reflecting a first lien against a private area within Eaglewood.

Family: shall mean a group of natural persons, but in no event shall a family include more than five (5) persons not related by blood, marriage or adoption.

Guest: shall mean any person who is visiting Eaglewood at the invitation of a resident of Eaglewood.

Junior Mortgagee: shall mean a person or entity who is the beneficiary of a mortgage or deed of trust reflecting a lien Junior or subsequent in right to another mortgage.

Junior Mortgage: shall mean a mortgage or deed of trust reflecting a lien Junior or subsequent in right to another mortgage.

Institutional Holder: shall mean a bank, savings and loan association, mortgage company, or other entity chartered under federal or state laws or any corporation or insurance company, or any federal, state or municipal or entity engaged in the practice of investing in or making mortgage loans.

Landscape Setback Areas: shall mean a one hundred (100) foot high, from grade, vertical height band around the front, sides, and rear of any private area (excepting approved areas for driveways and mailboxes) within which no structures are permitted and the maintenance of which is the responsibility of the owner of the private area. Landscape setback areas may include fences with special permission of the Design Committee. Landscape setback areas may include Landscape Slope Easements as provided in the Plat. [See Figure 1](#). Slope easements shown on the Plat are for the purpose of prevention of erosion and protection of topography and vegetation. Any alterations of construction within a slope easement area shall only be permitted if approved in writing by the Design Committee. No construction will be approved if, in the opinion of the Design Committee, it would create erosion or other adverse environmental conditions.

Mailbox Structure: shall mean the structure incorporating a mailbox, newspaper tube of specific design and construction as provided in Article V and [Figure 3](#).

Manager of Eaglewood: shall mean the Developer or professional management company, and employed to administer and manage the property of the Association and/or Common Areas within the context of these PC&Rs, or their assignees or designees.

Member: shall mean and refer to all owners of private areas within Eaglewood. Such owners are, upon ownership of a private area, with Eaglewood, and upon commencement of assessments for their respective private areas, automatically a member of the Eaglewood Association, Inc.

Owner: shall mean and refer to the record fee simple owner (including Developer to the extent it is the record owner), of private areas within Eaglewood. Such owner may be one or more persons or entities including contract sellers. Notwithstanding any applicable theory of a mortgage, "owner" shall not mean or refer to any person or entity who holds such interest merely as a security for the performance of an obligation, including a mortgagee, unless and until such person has acquired fee simple title pursuant to foreclosure or any lawful proceeding in lieu of foreclosure.

PC&Rs: is the abbreviation for Protective Covenants and Restrictions. See "Declaration".

Plat: shall mean the recorded subdivision map designating boundaries, and restrictions which is approved and recorded pursuant to the Alaska Statutes and the Ordinance of the Municipality of Anchorage. Plat(s) may contain restrictions on land uses and are incorporated into these PC&Rs by reference. The Developers may replat any unsold private areas or common areas as part of the development of Eaglewood.

Private Area: shall mean and refer to any real property in private fee simple ownership within Eaglewood used or intended to be used for residential purposes. The term shall exclude parcels intended for streets, parks and the like.

Properties: shall mean and refer to all such existing real properties (Exhibit A) and additions thereto as shall be subject to this Declaration or any Supplemental Declarations under the provisions hereof and shall be known as "Eaglewood".

Protective Covenants and Restrictions (PC&Rs): shall mean this declaration and any Supplementary Declaration.

Residence: shall mean an approved permanent dwelling unit property located upon a private area.

Resident: shall mean any person who is an owner or lessee of a private area(s) within Eaglewood together with members of his family.

Rules and Regulations: shall mean the rules and regulations adopted from time to time by the Association, Board of Directors, Design Committee or

Eaglewood Judicial Council made pursuant to the provisions of these PC&Rs, the By-laws and applicable laws.

Single-Family Residence: shall mean a dwelling designated for residential use by one "family". See "Family".

Townhouse: shall mean a single-family residential unit physically attached to one (1) or more other single-family dwelling units, which townhouse may be a condominium and is located in the area designated for same on the Plat. The Developer may cause other or further Declarations to be recorded with respect to townhouses which may vary from these PC&Rs to meet the particular requirements of Townhouses.

Unit: shall mean and refer to a portion of a building situated upon Properties designated on the Plat and intended for use and occupancy as a separate residence specifically including condominium apartments and townhouses and their appurtenant Common Areas and facilities as so designated under the Horizontal Property Regimes Act of the State of Alaska.

ARTICLE II Property Subject to This Declaration

EXISTING PROPERTY

The real property which is, and shall be, owned, held, transferred, sold, conveyed and occupied pursuant to this Declaration is located in the Municipality of Anchorage, State of Alaska and is more particularly described in Exhibit A, attached hereto and by this reference made a part hereof.

The additions and extensions to the Properties authorized under these PC&Rs, shall be made by filing of record a Supplementary Declaration of Protective Covenants and Restrictions with respect to such additional property which shall extend the scheme or the Protective Covenants and Restrictions of this Declaration to such additional property. Such supplementary Declarations need to be signed and effected only by such persons as hold record ownership to such additional properties and the Developer.

Such Supplementary Declarations may contain such complimentary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are consistent with the language, scheme and import of this Declaration.

Land Classifications within Eaglewood: land classifications within properties include private areas and common areas. The Developer reserves the right to create and make provision for additional land classifications in Eaglewood until such time as the Developer shall no longer maintain voting control of The Association as provided for herein.

A. Private Areas

Covenants and Restrictions governing the use of private areas are set forth in this Declaration, any supplemental Declarations and any Rules and Regulations made pursuant to these PC&Rs and the By-laws of the Association.

Upon acceptance of a deed or lease to a private area, the owner(s) and/or lessee(s) (hereinafter called "owners") are deemed to have agreed that they will

use and permit the use of the Properties in accordance with these PC&Rs of Eaglewood and the Rules and Regulations promulgated thereunder. Further, such owner(s) shall pay the assessments of the Eaglewood Association, Inc. as provided for in this Declaration and such private areas shall be subject to a lien or liens as provided herein.

Declarations of Horizontal Property Regime or similar condominium declarations in accordance with Alaska law shall be permitted in private areas developed for such uses or prescribed for such uses in any Plat. Each condominium and/or townhouse, together with common elements appurtenant thereto, shall be a private area within the private area(s) designated for townhouse or condominium use on the Plat, or as permitted by the Developer of Design Committee for any technical reason for a single family residence or townhouse, wherein the technical designation of "Condominium" does not alter the single family or duplex use of a private area.

B. Common Areas

Each resident of Eaglewood is hereby granted a nonexclusive easement to use common areas for such purposes as may be permitted by the PC&Rs and the Rules and Regulations. Each resident of Eaglewood may permit their guests to use common areas for such purposes and in such manner. Common areas shall not be platted or otherwise divided into parcels for residential use.

The Association may from time to time permit residents of Eaglewood to use designated portions of common areas for semiprivate or limited recreational or service uses of benefit to particular residents only (as, for example, maintaining a volleyball or badminton court) provided that such permission shall be revocable at any time. The easement and rights herein granted shall be appurtenant to and assignable with private area or unit in respect of which it is granted, but shall not otherwise be assignable. The Eaglewood Association may bar any owner, members of his family, residents and guests from using common areas during such times as the owner or his resident or guest shall be in violation or default of any provisions of these PC&Rs or Rules and Regulations, and such owner or any resident of the private area shall have received notice of such violations.

Each owner and resident of Eaglewood is hereby granted a nonexclusive easement of ingress and egress to use private streets and sidewalks and trails as such shall be designated on the Plat of Eaglewood for the purpose of traveling by appropriate means (consistent with this declaration, Rules and Regulations and the laws of the State of Alaska and Ordinances of the Municipality of Anchorage.) Each resident may permit his guests and invitees to use the private streets, sidewalks and trails for such purposes only. The easement herein granted shall be appurtenant to and assignable with the private area to which it is granted, but shall not otherwise be assignable. The Association shall grant free access on private streets to police, fire, and other public entities and to employees of utility companies serving Eaglewood, and to such other persons to whom the Association believes access should be given for the benefit of the residents of Eaglewood. The Developer and its agents may use the private streets for its own development and construction purposes and

for the purpose of underground location of utilities, cables, and the like.

C. Easements

The Developer reserves the exclusive right, at any time hereafter, to grant or retain easements, rights-of-way, or licenses within the boundaries of the Plat or any subsequent Plat, whether within the boundaries of private residential lots including landscaped setback areas, or in common areas, excepting only approved buildings, driveway areas and mailbox structures and for the following specific purposes:

1. For the installation, construction, operation and maintenance of equipment relative to electric light or power, telephone, cable television, Broadband Communications System, telegraph, water, drainage and irrigation, gas or sewer pipes, conduits, lines, or other utility and related private systems to serve Eaglewood or other adjacent real property owned by the Developer.
2. For ingress and egress to enable any public utility to serve Eaglewood or other real property owned by the Developer, provided that any damage to foliage or grade resulting from the installation, maintenance, or repair of any underground utility, supply or transmission line, sewer or drainage facility and equipment attached thereto shall be promptly repaired or replaced at the expense of the entity or authority which made or directed the entry, except that public utilities servicing within landscape setback areas shall not be required to repair or replace damaged landscaping and such repairs or replacements shall be the responsibility of the Association.

Once fee simple title to a private area has been conveyed to a person other than Developer, the right to grant easements over said private areas without consent of the owner thereof shall cease.

D. Consolidation

Whenever an owner shall own a private area together with one or more contiguous private areas (not divided by Common Areas or affecting the boundaries or use of Common Areas) and such owner shall wish to consolidate private areas into a single private area he may do so subject to the approval of the Developer or Design Committee which approval shall not be unreasonably withheld or any fee charged with respect to same. The consolidation shall be effected by the owner's filing in the recording district, an appropriate Declaration and Plat of consolidation approved in writing by the duly elected secretary of the Association or the Developer stating that the two (2) or more areas are consolidated.

The consolidation of private areas provided for in this section shall have the following effects:

1. The consolidated private areas shall constitute one (1) private area for all purposes of these PC&Rs & , except the payment of assessments which shall continue as though such consolidation had not taken place. That is, an owner who consolidates two (2) private areas would pay twice the assessment of an owner of one (1) private area and by the same multiple if more than two (2)

private areas are consolidated.

2. The entire consolidated area may be used for the construction of one (1) dwelling of the designated use as shown on the recorded plat, i.e., single family residence or duplex. The landscape setback area that separates the lots to be consolidated shall be extinguished upon consolidated.

E. Expansion

Any property within the following described area may be added to Eaglewood by the execution and recordation of a document signed by the Developer:

Lots D-8, D-12, D-25, D-33, D-47, D-51, D-56, Lots 9 through 11, Lots 13 through 24, Lots 26 through 32, Lots 34 through 46, Lots 48 through 50, Lots 52 through 55, 57, Park Tract P6, Block 3; Lots D-10, D-11, D-18, D-24, D 26, D-27, 1-9, Lots 12 through 17, Lots 19 through 23, 25, Lots 28 through 33, Park Tract P5, Block 4; Lots D-8, 1-7, 9-13, Block 5; and Road Tract R 2, Eaglewood Subdivision, located within the NV2 of the NV2, Section 18, T14N, R1W, S.M., Alaska.

Lots 1-5, Northwood Brae Subdivision, located within the S1/2 NW1/4 NW 1/4 Section 18, T14N, R1W, S.M., Alaska.

Tracts A and B1, Sapphirine Subdivision, located within the S1/2 of the N1/2 Section 18, T14N, R1W, S.M., Alaska.

Tracts A & B, Eaglewood Subdivision;

Any other additions shall require the affirmative vote of two-thirds of all of the owners of platted lots in Eaglewood, excluding the owner of any streets or common areas, and the written approval of the holders of two-thirds of all first mortgages on the property.

F. Natural Resources

The Developer reserves the right to extract sand, gravel and other appropriate fill material from unsold private areas and common areas during the development of Eaglewood. Such areas shall be landscaped and graded upon completion of the extraction process by the Developer to the satisfaction of the Design Committee.

G. Broadband Communications System

1. The Developer has determined that the best interests of the Association and its members would be served the installation of a Broadband Communication System ("BCS") in the Properties. In such regard the Developer reserves the exclusive right to provide or prescribe regulated or unregulated cable or microwave television service, M.A.T.V., interactive telephone and television services and monitored health and security devises and such other services as may be provided by the BCS operator. In this connection, the Developer (or other BCS Operator, as herein provided) shall be entitled, but shall not be

required, to install, in connection with its development of the Properties, a BCS to serve the Properties. The Developer may form an entity, which may be owned and operated by the Developer and/or its designees or assigns to perform all functions relative to the BCS. The Developer may transfer ownership and responsibility for the operation of the BCS (the operator of the BCS, whether Declarant or another person or entity, being hereinafter referred to as the "BCS Operator"), and upon the formation of such entity to be the BCS Operator, and the transfer to it of such ownership and responsibility, the rights reserved unto the BCS Operator shall be transferred automatically to such entity.

2. In the event the BCS Operator or Developer as BCS Operator shall elect to install the BCS then such rights as are provided herein or by agreement with BCS Operator or its assigns shall continue until the first day of January, 2030. It is understood that the services provided by the BCS Operator shall be provided to the members of the Association on behalf of the Association and the rates and charges for services shall not exceed any rate then approved by the Alaska Public Utilities Commission for comparable services or in such instances where rates have not been established, at the then most economical rate available for comparable services in Anchorage, Alaska. From and after January 1, 2030 the Association shall own all of the rights of the BCS Operator and may contract with respect to BCS in accordance with law. The plans and specification for each residential structure (in the case of a Duplex the words "residential structure" shall refer to two (2) dwellings) to be situated on a Private Area (including Townhouses and Condominiums) shall include and contemplate the installation in such residential structure of the wiring and devices necessary to connect such residential structure to, and
 - a) A fire alarm system which shall consist of a 132° thermal detector and a smoke detector in a central location, and a 180° thermal detector located in the garage or attic;
 - b) A police and/or Eaglewood security call system which shall consist of a manual pull alarm located in a central location that shall also accommodate a portable ultrasonic intrusion alarm system;
 - c) A medical call alarm system which shall consist of a manual pull alarm similar to a nurse call switch and a jack to accommodate an optional extension cord for bedside use;
 - d) Three television outlets; and
 - e) A house drop consisting of a permanent coaxial cable running underground from a pedestal on the distribution system to each residential structure.
3. Declarant hereby retains and reserves on behalf of the BCS Operator, and each Owner by his purchase of a Private Area and acceptance of a deed thereto, is hereby deemed to have granted to the BCS Operator such easements over and across such Private Areas and within the residential

structure and other structures situated thereon, as may be necessary to achieve compatibility with the BCS and to connect each such residential structure to the BCS, so long as such easements do not prevent the construction of the residential structure. Such easements shall be effective and enforceable upon the recording of the Deed from the Developer to the Owner. In the event any prospective mortgage of or purchaser from any Owner shall require that the easements and rights herein reserved, and herein deemed to have been granted by the Owner, be deemed or limited, the BCS Operator shall execute and deliver to such Owner, such mortgagee or such purchaser, an appropriate instrument defining and limiting the rights and easements in favor of the BCS Operator created under the terms of this subparagraph.

4. Each Owner agrees to cooperate with the Developer or BCS Operator in order to permit such Operator, its agents, contractors and employees, access at reasonable times to each residential structure during construction. Each such Owner shall be obligated to notify the Developer or BCS Operator five (5) days prior to the date BCS installation in such structure may begin, in order that the BCS Operator's installation is scheduled and completed at the appropriate time during the construction of the residential structure. In the event any Owner has notified the BCS Operator when its installation of BCS in such residential structure may begin, and the BCS Operator shall not have commenced installation of the BCS in such structure within fifteen (15) days from the date of such notice, thereafter such BCS installation will be completed in accordance with a schedule reasonably determined by the Owner.
5. Upon completion of the installation of the BCS within the residential structure situated in any Private Area, the Owner thereof shall be obligated to pay to the BCS Operator the actual cost of the installation in such residential structure of the wiring and devices necessary to connect such residential structure to, and make such residential structure compatible with, the BCS. Such amount shall be due and payable within thirty (30) days following the delivery to such owner of a statement therefore from the BCS Operator. Concurrently with the submission to the Owner of such statement, or at such other time as the BCS Operator may elect, such Owner and the BCS Operator shall enter a written agreement containing provisions relating to, among other matters, the specific operational services to be provided by the BCS operator. It is understood that these optional services shall be available on a strictly voluntary basis and charges shall be levied only for those services contracted for.

ARTICLE III Membership in Eaglewood Assoc., Inc.

A. Membership

Every owner of a private area shall be a member of the Eaglewood Association, Inc., except that in the case of multiple owners only one (1) vote shall be available for each private area except consolidated private areas, which shall have one (1) vote for each private area so consolidated. Further, the Developer shall have one (1) vote for each unsold private area within Eaglewood.

B. Organizational Meeting

The organizational meeting of the Association shall occur not later than thirty (30) days after the close of escrow of 50 private areas in the Properties as defined herein.

FOR YOUR INFORMATION: *Regular Open Board meetings are held the second Monday of odd numbered months (e.g. January, March, May, July, September, November). Meeting times, dates and locations are announced in the Eaglewood Newsletter and on signs placed at major subdivision intersections.*

C. Articles and Bylaws

The Articles of Incorporation and Bylaws of The Eaglewood Association, Inc. as amended are incorporated into these PC&Rs and by reference as though fully set forth herein.

ARTICLE IV The Common Areas

A. Easements of Enjoyment

Subject to the provisions of this Declaration, owners and their tenants and occupants shall have a nonexclusive right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and inseparable from, and shall pass with the title to each and every private area. Such right and easement of enjoyment shall include the right to nonexclusive use by owners, their tenants, guests and occupants subject to the restrictions as herein set forth. Such common areas shall be used for lawful recreational, security and social purposes and for roadway and pathway purposes and to serve the physical needs and desires of owners and to contribute to the common health, security and happiness of the owners, their guests, tenants, licensees and invitees.

B. Title to Common Areas

The Developer shall convey title to the developed common areas to The Association no later than thirty days after the organizational meeting, or prior to the closing of the first sale financed through the Veteran's Administration, whichever is earlier, subject to the rights set forth in this Article, and appropriate designations on the Plat for reservations and easements, for the Municipality of Anchorage, for public utilities and for the development purposes of the Developer and its assigns. The Developer shall perform all the obligations, covenants and agreements, and abide by the restrictions contained herein with respect to the common areas except for such construction and marketing activities as are consistent with ongoing development and sales by the Developer. The Developer may at any time, however, enter upon the common areas and construct facilities thereon consistent with the development of Eaglewood.

C. Extent of Owner's Easements

The right and easement of enjoyment created hereby in favor of each owner of a private area shall be subject to the following:

1. The right of the Association to suspend the use and enjoyment rights of any owner for any period during which any assessment remains unpaid, or during any ongoing or repetitive infraction of the Rules and Regulations.
2. The right of the Association to charge reasonable admission and other fees for the use of the common areas pursuant to this Declaration and the Rules and Regulations.
3. The right of the Developer or the Association to dedicate or transfer all or any part of the common areas to any public agency, authority, or utility for such municipal, governmental and/or other purposes provided for herein and subject to such conditions as may be agreed to by the Developer or by the Association, provided that no such dedication or transfer by the Association after the initial development of the Properties shall be effective unless written notice of the proposed agreement and action thereunder is sent to every owner at least ninety (90) days in advance of any action taken and unless an instrument signed by owners entitled to cast two-thirds (2/3) of the votes of the owners has been recorded, agreeing to such dedication or transfer and the consent of the holders of seventy-five percent (75%) of all first mortgages on private areas in the Properties has been first obtained.
4. That such easement shall be subject to such easements, agreements, and interests as there may be on the land at the time of recordation of this Declaration or as shall be later recorded consistent with this Declaration.
5. The right of the Association to allocate the use of common areas and restrict uses of common areas including hours of operation, and to make reasonable Rules and Regulations with respect thereto. Also the right of the Association to limit the use of areas to specific purposes such as snow removal storage.

D. Developer's Easements

Anything to the contrary herein notwithstanding, the Developer and/or its agents and assigns hereby reserve an easement and right-of-way over all common areas for the purpose of construction of improvements, including gatehouses and entry signs, utilities and related matters including the right to erect temporary buildings for storage of any and all materials and to market and sell private area structures located within Eaglewood. This reservation shall terminate upon conveyance by the Developer of the last private area within Eaglewood or any expansion thereof. This reservation shall cease on January 1, 1990, if not sooner terminated.

E. Common Area Use

The Eaglewood Association, Inc. pursuant to its Bylaws and these PC&Rs & may adopt, amend, repeal, or interpret Rules and Regulations in addition to and in modification of these PC&Rs & providing for the manner in which common areas including private streets may be used. The common area use limitations are in addition to and not in lieu of all applicable federal laws, state laws, and municipal ordinances. The use of the Eaglewood Common Areas shall be restricted by the following limitations:

1. The Association shall prescribe Rules and Regulations restricting vehicle operation, speed limits, traffic controls, entry and access, parking controls, and restrictions on the type of vehicles that can be used and where they may be operated throughout Eaglewood.
2. All safety and traffic regulations must be observed and shall be strictly enforced as posted.
3. Motorized vehicles shall be operated only on private streets within Eaglewood; no mechanized vehicles shall be operated on trails, except Association vehicles for security or maintenance of common open spaces or as permitted by the Board of Directors for special or limited recreational purposes.
4. No parking shall be permitted in common areas, except areas specifically designated for parking. Such common area parking is restricted to temporary guests or visitor parking when appropriate private area parking is not available.
5. Notwithstanding Paragraph D, no vehicle shall be parked or left overnight in common areas under any circumstances.
6. Time limitations for the use of parks and trails may be established by Rules and Regulations.
7. No camping shall be permitted in common areas, except as provided by the Board of Directors for special or limited reasons.
8. Fires other than in barbecue equipment or other safe equipment shall not be permitted except as provided by the Board of Directors.
9. Use of weapons and hunting of game within Eaglewood is not permitted.
10. Garbage and trash in enclosed containers shall be permitted in common areas not longer than twelve (12) hours preceding scheduled pick up of trash and such empty containers shall be removed from common areas within 12 hours next following such scheduled collection.
11. Rules and Regulations may be enacted by the Association for the conditions upon which guests of residents of Eaglewood will be entitled to enter Eaglewood and to use the common areas. FOR YOUR INFORMATION: To adhere to the Municipality of Anchorage Code of Ordinance, the Design Committee developed rules for Solid Waste Storage that are consistent with code 26.70.050. See the Garbage Cans, Trash, Recycle Bins/Solid Waste Storage Supplemental in the Design Committee Rules.
12. The Board of Directors of the Association may provide for security personnel as required to enforce the Rules and Regulations enacted by said Board. Such personnel shall be employed for the security of Eaglewood and may act to keep the common areas secure and any private area reasonably requiring

security or protection. Nothing herein is intended to suggest liability for the failure of the Developer, Association, Board of Directors or such personnel from acting or failing to act.

13. All Rules and Regulations enacted by the Board of Directors of the Eaglewood Association must be applicable on a nondiscriminatory basis. However, provisions uniformly applicable to a class of persons, such as children of particular ages, will not be deemed discriminatory. A current copy of the Eaglewood Rules and Regulations shall be kept on file at the office of the Eaglewood Association at all times.

ARTICLE V The Private Areas

A. General Provisions

All building(s) and/or improvement(s) on any private area shall be constructed and maintained by the owner or resident in accordance with the applicable PC&Rs set forth herein and the Rules and Regulations. No building, structure, alteration, addition or improvement of any character other than interior alterations, not affecting the external appearance of a building or structure, shall be constructed upon any portion of a private area unless and until a plan of such construction shall have been approved by the Design Committee or Developer in writing and inspected by the Design Committee or Developer and no construction shall be commenced and no private area shall be graded or excavated except in accord with such approved plan or a modification thereof, similarly approved and inspected by the Design Committee or Developer.

All private areas, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. No noxious or offensive activity shall be carried out upon any private area, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other owners in the enjoyment of private or common areas. In determining whether there has been a violation of this paragraph, recognition must be given to the premise that owners, by virtue of their ownership and participation in Eaglewood, are entitled to reasonable enjoyment of the natural benefits and surroundings of Eaglewood and shall enjoy same in tranquility.

If any owner, occupant or contractor for same, during any landscaping or construction or otherwise causes any destruction or damage to occur to trees, landscaping, roads or paved surfaces, drainage ways, storm sewer, water system, or other improvements installed by the Developer, the Eaglewood Association, the Municipality of Anchorage, or any utility firm or company or other owners or occupants, which damage or destruction is not called for by the plans approved by the Developer and/or Design Committee, then such owner or occupant, at his own cost and expense, will restore or replace, as required by the Eaglewood Association any such items so damaged or destroyed.

B. Uses in Private Areas

The private areas shall be for the exclusive private use and benefit of the owner

thereof subject to the following limitations, conditions, and restrictions:

1. Private Areas shall be used exclusively for private residential purposes in accordance with these PC&Rs and applicable law.
2. No more than one family (excluding servants and transient guests) shall occupy any one residence, provided, however, that nothing in this paragraph shall be deemed to prevent:
 - a) Any artist, artisan, craftsman or professional from pursuing his calling upon a private area if such artist, artisan, craftsman or professional 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, service, or work of art for sale to the public upon or from such private area;
 - b) The leasing or sale of any residence may be advertised from time to time by owner thereof, or his agents, subject, however, to the restrictions of the Eaglewood PC&Rs and the Rules and Regulations;
 - c) The use of a model or models for the purpose of marketing homes within Eaglewood.
3. Duplexes shall not be permitted except on Lot D-7 in Block 3 and Lot D-10 in Block 2 of Eaglewood Subdivision, located in the North one-half of the North one-half of Section 18, Township 14 North, Range 1 West, Seward Meridian, State of Alaska.
4. There shall be no vehicular access to any private area on the perimeter of Eaglewood except from designated private streets within Eaglewood owned and maintained by the Eaglewood Association.
5. No building or structure anywhere on a private area, subject to the jurisdiction of the Design Committee other than an approved residence, shall ever be lived in or used for dwelling or other purposes. This prohibition extends to but is not limited to mobile homes, campers, tents, shacks, outbuildings or similar temporary structures. Nothing herein is intended to prohibit occasional permitted overnight recreational camping by structures. Nothing herein shall prohibit a contractor's tool house, or privy and his equipment being used during construction upon a private area.

C. Site Development

The following standards and restrictions are applicable to the construction, reconstruction, alteration, and refinishing of any and all improvements from time to time existing upon private areas:

1. **Site Coverage:** No more than thirty percent (30%) of a private area shall be covered by a building, including garages, but excluding uncovered or unenclosed decks.

2. **Setback Areas:** All private areas shall be encircled by a landscape setback area in which nothing shall be built except driveways, mailbox structures, and fences in accordance with Section V of this Article. The driveway areas and setbacks are illustrated in [figures 1, 2A and 2B](#) attached hereto and by this reference made a part hereof. Trees within setbacks shall remain undisturbed unless otherwise approved by the Design Committee. Notwithstanding the foregoing language, trees may be removed within eight feet of the foundation line to facilitate construction. An individual owner of a private area is responsible for the landscaping as well as maintenance of the landscape setback areas to the point at which there is an improvement such as a trail, pathway, private street, play area or drainage channel, which is maintained by the Association.
- a) **Front Landscape Setback Area.** There are two categories of minimum setbacks from the front of any private area. Each category depends upon the site planning configuration of the garage which is part of the residential structure.
- 1) If the perpendicular wall to a garage entrance closest to a private street shall be more than $22\frac{1}{2}^{\circ}$ from parallel to the center line of the contiguous private street, then the minimum front landscape setback area shall be twenty (20) feet measured from the common area property line. [Figure 2A](#) is incorporated herein by reference for illustration and interpretation.
 - 2) If the perpendicular wall to a garage entrance closest to a private street shall be less than $22\frac{1}{2}^{\circ}$ from parallel to the center line of the contiguous private street, then the minimum front landscape setback area shall be twenty (20) feet measured from the closest edge of the pavement of the private street or improved pathway. [Figure 2B](#) is incorporated herein by reference for illustration and interpretation.
 - 3) Front setbacks may exceed minimum requirements so long as there is no conflict with side and rear setbacks.
- b) **Side Landscape Setback Area.** Shall be measured from the property line separating individual private areas and separating private and common areas. A minimum side landscape setback area of ten (10) feet shall be provided on each side of any private area; a minimum landscape side setback area of twenty (20) feet, however, shall be provided where a private area abuts a common area at the side.
- c) **Rear Landscape Setback Area.** Shall be measured from the rear private area property line and a minimum setback of twenty (20) feet shall be provided. The rear private area property line shall be the furthest private area property line from the private street serving the driveway to the private area. However, in the case of a private area designated for a duplex, there shall be only one (1) rear landscape setback area.

- d) **Slope Easements.** Wherever a Landscape Slope Easement exists on the Plat, then the Landscape setback for the private area shall include the area covered by such Landscape Slope Easement.

D. Grading and Excavation

No excavation shall be made on, and no sand, gravel, or soil or other earth materials shall be removed from any property except in connection with landscape plans or construction plans approved by the Design Committee. Upon completion thereof, exposed openings shall be backfilled, compacted, and the disturbed ground shall be recontoured and landscaped or paved, according to plans approved in writing by the Design Committee or Developer and field inspected by the Design Committee or Developer. Prospecting, extracting, mining or drilling for oil, natural gas, coal, minerals, precious metals and stones, or kindred substances shall not be permitted in any private area within Eaglewood.

Figure 1 Setbacks and Slope Easements

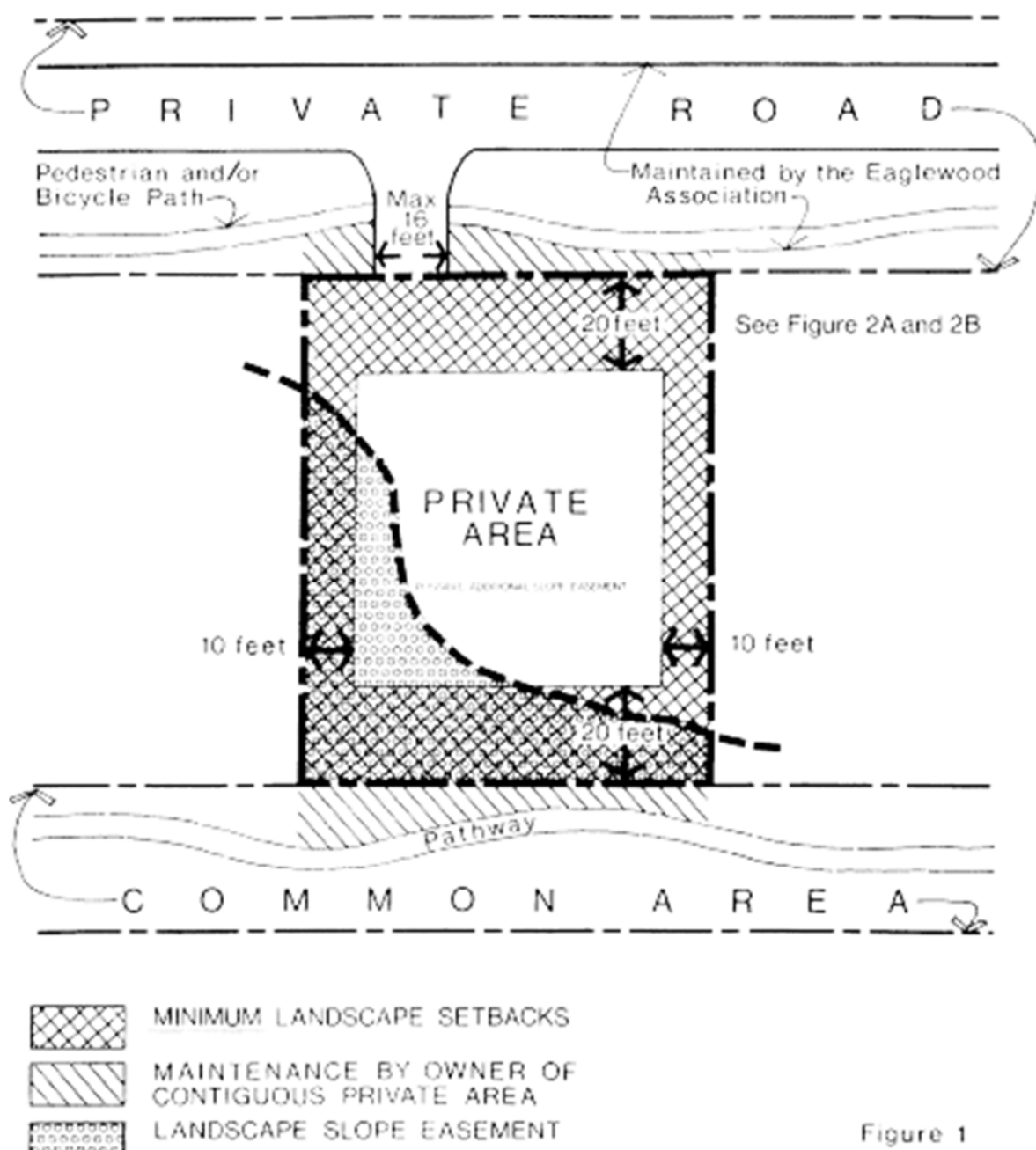
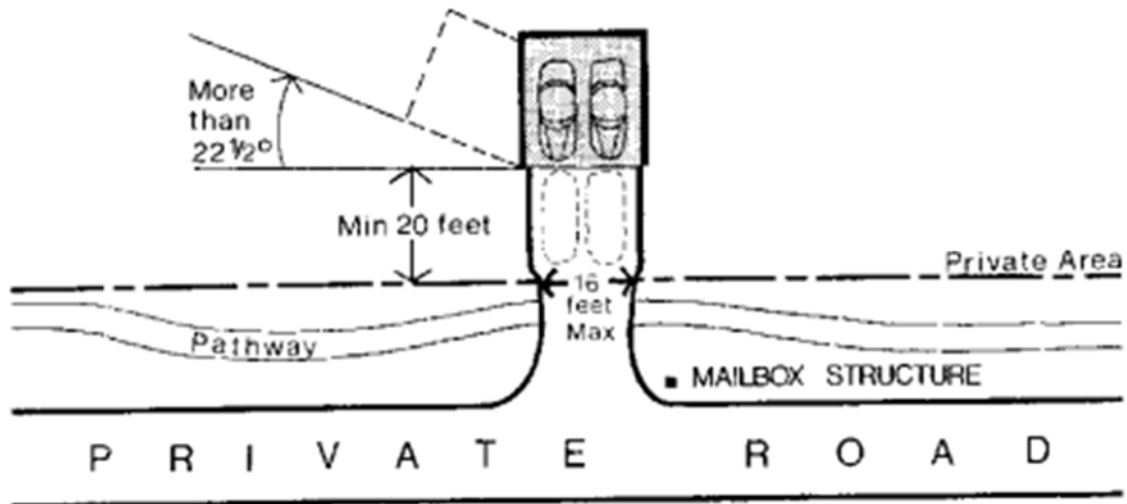


Figure 1

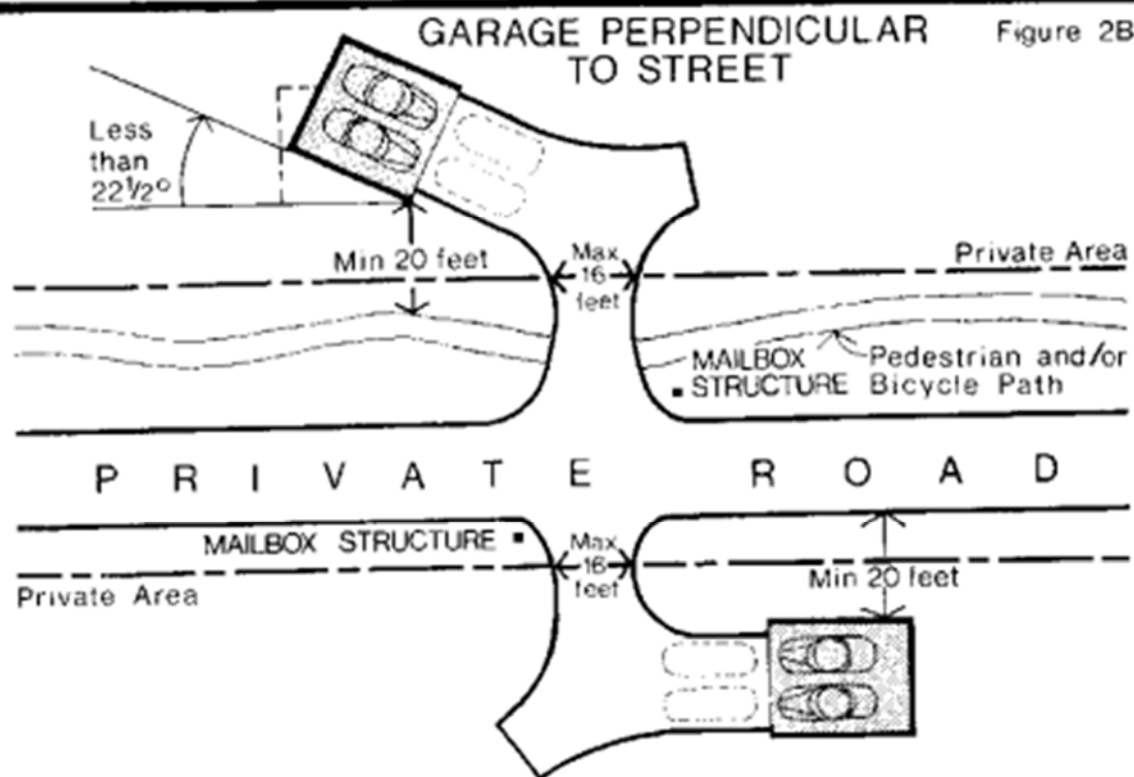
Figure 2A and 2B Garage Diagrams

ARTICLE V The Private Areas



GARAGE FACING STREET

Figure 2A



GARAGE PERPENDICULAR TO STREET

Figure 2B

E. Fences

No fences shall be permitted to extend beyond the front edge of the foundation line of a residence. The location, height, materials, design, and construction of any fence in a private area must be approved by the Design Committee.

F. Landscaping

All open areas within a private area not used for buildings, parking, and driveways shall be maintained in a natural and covered condition to the greatest extent possible or suitably graded, drained, and re-landscaped with suitable ground cover, and/or trees and shrubs so as to provide an attractive visual setting for the buildings and for the visual screening of garage openings, parking areas and driveways. Landscaped areas shall be properly maintained in a sightly and well kept condition and shall include such replanting and replacement from time to time as shall be required to continue the landscaping at a standard acceptable to the association.

1. Landscaping plans for any private areas shall be implemented and completed within 180 days after occupancy, weather permitting, unless the Developer or Design Committee agrees in writing to an extension or a shortening of the time permitted to complete landscaping.
2. No new trees or shrubs (shall be planted or placed) on any private area which substantially obstruct or diminish scenic views from other private areas. After notice to an owner (wherein the owner has notice and the right to attend) of a violation of this provision a meeting of the Design Committee shall be called to examine offered evidence with respect to the violation. The owners affected may be heard in person or by proxy and upon a finding of the Design Committee that a view is substantially obstructed or diminished by new trees or new shrubs on any portion of a private area; the owner thereof, upon written notice from the Design Committee or Board of Directors following such finding, shall cut, prune back, or thin any such tree or shrubs to the extent specified by the Design Committee or Board of Directors within thirty (30) days of such notice of such determination, or the Association may cause such pruning to be done at the owner's expense by Special Assessment.

The Association shall have further right, upon like notice and conditions, to clean, care for and maintain any unimproved private area and to remove grass, weeds, rubbish and the like therefrom, and to do any and all things necessary or desirable in the opinion of the Association to keep such private area in neat and good order, all at the cost and expense of the owner. All expenses incurred by the Association in fulfilling the terms of this provision shall be the responsibility of the owner of such private area and shall be assessed against such owner and the private area and a lien as otherwise provided for herein shall attach to such private area per provisions for Special Assessment.

G. Building Development

Any construction or reconstruction of, or the refinishing or alteration of any part of the exterior of, or any improvement upon any private area is absolutely prohibited until and unless the owner of such private area first obtains approval from the Design Committee as herein provided and otherwise complies with all of the provisions of this Section.

The Association through its Board of Directors after a hearing before the Design Committee, as otherwise provided for herein, shall cause the removal of any improvement which shall have been constructed, reconstructed, refinished, altered, or maintained in violation of this Section and the owner thereof shall reimburse the Association for all expenses incurred in connection therewith as a special assessment. In all instances of such violations the Board of Directors shall permit the owner a reasonable period of time to correct such violation or to process his appeal to the Eaglewood Judicial Council as provided for in these PC&Rs.

1. Height Limitations

The purpose of this restriction and the basis on which exceptions, if any, shall be allowed, is to provide maximum architectural freedom in the design of structures consistent with the minimum obstruction of scenic views from private and common areas. No building shall be more than two and one-half stories with a maximum of thirty (30) feet in height, as measured from the highest natural grade under the building, unless an exception shall be specifically approved by the Design Committee.

2. Exterior Materials

In order to assure that the natural character of Eaglewood is retained to the greatest extent possible, the selection of all exterior building materials, exterior hardware, and exterior colors should blend residences with the natural environment. This objective should be achieved through the use of natural materials and earth and wood tones and minimizing the use of reflective surfaces. The following restrictions are designed, therefore, to provide guidelines that the Design Committee may from time to time elaborate on or which shall be implemented by Rules and Regulations.

- a) Roofs shall be finished with wood shakes, wood shingles, or composition roofing tiles of a manufacture, texture and color approved by the Design Committee.
- b) Exterior finishes and materials shall be wood, natural stone, or other appropriate natural appearing materials approved by the Design Committee. No reflecting glass or metal surfaces, other than incidental hardware, shall be permitted. No gray metal windows shall be permitted.

3. Parking and Driveways

Each single-family residence and duplex structure shall contain a garage for a minimum of two (2) automobiles and driveway parking for a minimum sufficient to park two automobiles. Enclosed parking must be approved for all

vehicles regularly parked in any private area, or as otherwise provided, in writing, by the Design Committee or Developer. Garages shall be attached to or made an integral part of the main structure of the residence which shall not be converted to living space. The location of driveways and curbs shall be and remain subject to the prior approval of the Design Committee. There shall be no access to any private area on the perimeter of Eaglewood except from designated private streets within Eaglewood. There shall be no parking on any private street within Eaglewood, unless otherwise designated. One driveway entrance shall be permitted for a single-family residence which may be shared with a contiguous private area as a common driveway. Two driveway entrances may serve a private area on which a duplex is constructed. (See Definition of "Driveways").

Wherever practical, garage entrances shall face a side lot line and not front directly onto a private street ([Figure 2A and 2B](#)). Unless expressly authorized in writing, by the Design Committee to the contrary, no trailer, motorhomes, airplane, boat or motorcycle (hereafter collectively called recreational vehicle(s)) shall be kept, placed, or maintained upon any private area in such a manner that such recreational vehicle(s) is visible from outside a private area; provided, however, that the provisions of this paragraph shall not apply to temporary loading, unloading and cleaning of such recreational vehicles.

For Your Information:

*The Design Committee approved a variation which allows recreational vehicles to be parked in driveways from May 1 to October 1 of the same year. See "**Recreational Vehicles Supplemental Rule**".*

Nothing herein shall prohibit the overnight driveway parking of a multi-use (recreational and work) vehicle which is not visible from outside a private area. Light trucks, one ton or smaller, with load-on campers, when used on a daily basis, shall be exempt from "Recreational Vehicle" parking requirements as defined above.

4. Service Areas

All garbage and trash shall be placed and kept in covered containers. In no event shall such containers be maintained so as to be visible from outside the private areas except as otherwise provided for herein. The collection and disposal of garbage and trash shall be in strict compliance with Rules and Regulations.

The maintenance of accumulated waste plant materials is prohibited except as part of an established compost pile which shall be maintained in such a manner so as not to be visible from outside the private area. No laundry, clothing, or wash shall be aired or dried on any portion of a private area exposed to view from outside the private area.

5. Utilities

All utilities distributed in Eaglewood shall be constructed and maintained underground. All plumbing fixtures (including garbage disposal units) shall be connected to central water and sewer systems in Eaglewood. No individual

sewage disposal system and no individual water supply shall be permitted except under emergency circumstances approved by the Association. Tanks and receptacles for the storage of fuel or inflammable gases or liquids outside any residence in private areas shall be buried below the surface of the ground or visually screened to the satisfaction of the Design Committee. Easements for utilities distribution and maintenance including but not limited to fire or reserved in such manner as to interfere with the principal enjoyment of the private area(s).

There shall be no exterior lighting of a residence which could be construed to be a nuisance to neighboring private area(s) or common area(s).

6. Outside Installations

No outside television or radio pole, antennae, dog house, greenhouse, toolshed, metal utility shed, wood storage shed, or similar structures shall be constructed, erected or maintained on any residence without first obtaining written approval of the Design Committee.

FOR YOUR INFORMATION:

The Design Committee developed "Rules for Installation of Antennas", which are consistent with the Federal Communications Act of 1996.

7. Signs and Mailboxes

No signs or mailboxes shall be erected or maintained upon any private area except the following:

- a) Such signs as may be required by law for legal proceedings.
- b) One (1) residential identification sign per residence as provided in [figure 3](#). The residential identification sign shall be combined in an integral structure housing the residence's mailbox and newspaper receptacle of a design construction and location defined herein with respect to Mailbox Structures.
- c) During the time of construction of any residence (or other improvement), job identification signs having a maximum face area of six (6) square feet per sign and of the type usually employed by contractors, subcontractors, and tradesmen.
- d) Not more than one "for sale" or "for rent" sign having a maximum face area of three (3) square feet or as otherwise approved by the Design Committee.
- e) Tastefully worded and constructed signs erected and maintained by the Developer, realtor, or borders on any private area or along roadways advertising and directing potential purchasers, unless those signs create a nuisance or safety hazard. Street signs on private areas where permitted by the owner and the Design Committee or Developer.

8. Mailbox Structures

Each private area developed with a single-family residence shall have a mailbox structure designed and located as specifically shown in [figure 3](#). In the case of a private area developed with a duplex there shall be two mailbox structures. In private areas to be developed with townhouses, each townhouse unit shall have one mailbox structure. In any private area to be developed with condominium units, there shall be a mailbox structure as shown in [figure 3](#), including the design of a mailbox structure(s) for condominium units, shall be specifically approved by the Design Committee.

For Your Information:

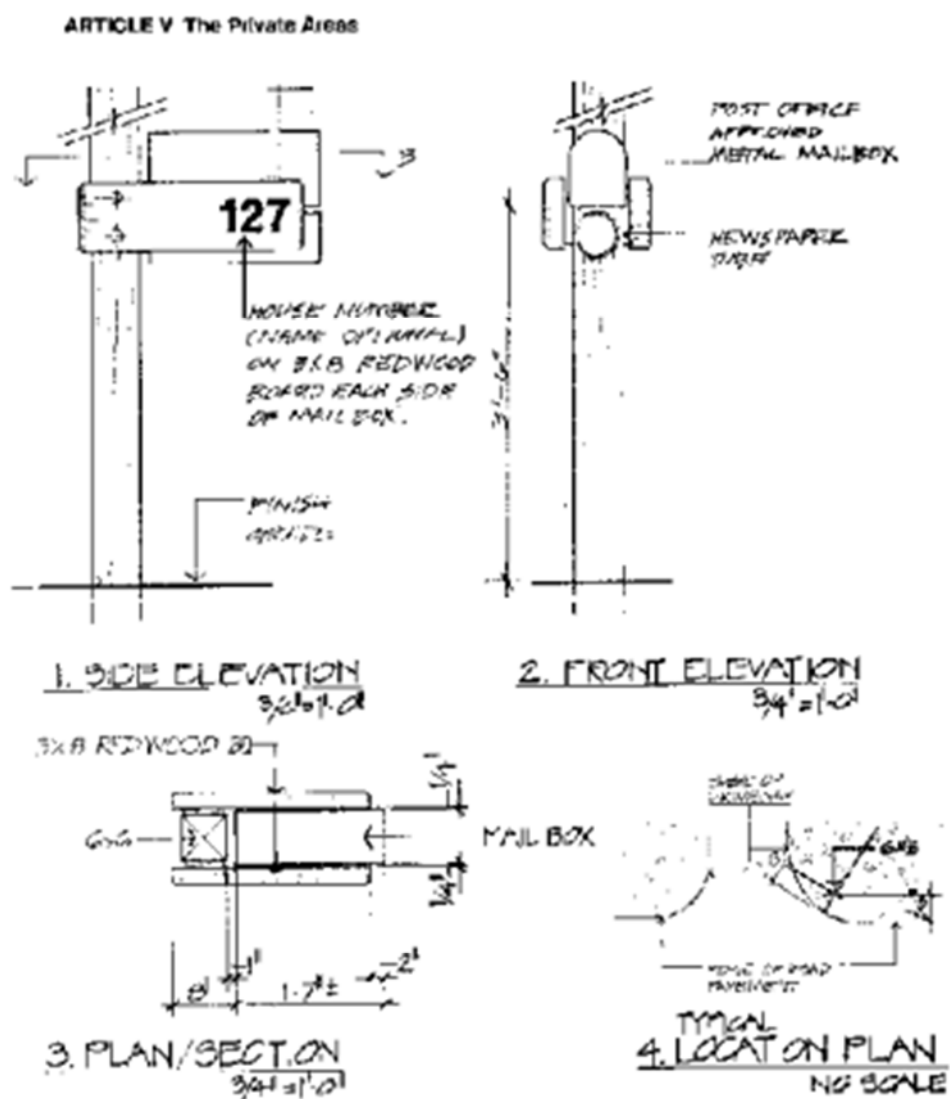
At the request of Eagle River Post Office Post Master, the Design Committee approved a variation that would allow mail boxes to be mounted in multiple lots rather than single boxes as shown in [figure 3](#).

- 9. Commencement and Completion of Construction** Construction of any improvements, once commenced, shall be pursued diligently to completion. Improvements not completed within twelve (12) months after commencement, or which have been partially or totally destroyed and not rebuilt within six (6) months shall be deemed nuisances. The Board after notice and hearing with respect to the same may remove any such nuisance or repair or complete the same at the cost of the owner by Special Assessment.

10. Nuisances

No noxious or offensive activities (including but not limited to the repair of automobiles) shall be carried on in the Properties. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect a residence and its contents, shall be placed or used in any such residence. No loud noises shall be permitted on the property, and the Board of Directors shall have the right to determine if any noise or activity producing noise constitutes a nuisance. No unit owner shall permit or cause anything to be done or kept upon the property which will increase the rate of insurance thereon or which will obstruct or interfere with the rights of other owners or increase insurance rates for such owners, nor will an owner commit or permit any nuisance on the Properties, or commit or cause any immoral or illegal act to be committed thereon. Each unit owner shall comply with all of the requirements of the local and/or state health authorities and with all other governmental authorities with respect to the occupancy and use of a private area. See [Article XII.V](#).

Figure 3 Mailbox Structure



MAILBOX STRUCTURE

Figure 3

ARTICLE VI Covenant For Maintenance Assessment

A. Creation of the Lien and Personal Obligation of Assessments The owner of each private area owned by him (excluding the Developer) within Eaglewood upon the completion of purchase thereof hereby covenants and each owner of any private area by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) Common Assessments; (2) Special Assessments; and (3) Capital Assessments. All such assessments shall be fixed, established, and collected from time to time as hereinafter provided. The assessments, together with interest thereon and costs of collection as herein provided, shall be a charge on the land and shall be a continuing lien upon the private area against which each such assessment is made until paid. Each such assessment, together with interest thereon and costs of collection as herein provided or as provided by Rules and Regulations shall also be the personal obligation of the owner(s) of such private area at the time when the assessment fell due as such shall be interpreted by the Board of Directors.

Assessments shall begin on the first day of the calendar month next following the transfer of a Deed to such private area to the owner from the Developer.

In no event shall assessments for any condominium or townhouse units in any building in Eaglewood begin later than sixty (60) days after the close of escrow of the first Unit in any such building. The provisions of this Paragraph, with respect to the commencement of assessments, shall likewise apply to any extension of Eaglewood.

B. Purpose of Assessments

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, security and welfare of the residents in Eaglewood and in particular for the improvement, maintenance and staffing of common areas, services, and facilities devoted to this purpose and related to the use and enjoyment of Eaglewood, including but not limited to:

1. Payment of the cost of maintaining all common areas (including snow removal) to standards acceptable to the Municipality of Anchorage.
2. Payment of the cost of providing security patrol and fire prevention and control services and garbage and trash disposal.
3. Payment of the cost of insurance for the Association or its members, including insurance protecting the Eaglewood Association, Design Committee, and Professional Management Company against liability arising out of their functions and activities in the administration of Eaglewood.
4. Payment of the cost of enforcing the provisions contained in the Eaglewood PC&Rs and the Rules and Regulations including legal fees and costs.

5. Payment of fees for the professional members of the Design Committee and of expenses incurred by the Design Committee.
6. Payment of costs incurred in collecting maintenance assessments.
7. Payment of cable TV charges and costs of any particular electronics equipment provided by the BCS operator benefiting the particular private area being assessed.
8. Payment of expenses incurred in maintaining the Eaglewood Association as a non-profit corporation in accordance with law.
9. Payment of any expense reasonably incurred by the Association, its Board of Directors or Committees in carrying out any function which it has been charged with hereunder or as provided by the Board of Directors.
10. Payment of the Association of its overhead reasonably attributed to the performance of the functions set forth above.

C. Basis and Maximum of Common Assessments

Until the organizational meeting, the Developer shall be responsible for maintenance of the common areas including, without limitation, street lighting and maintenance, snow removal and road sanding.

After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the Common Assessment on an annual basis at the amount necessary to meet the projected expenses.

An adequate separate fund for the repair and replacement of the improvements on the common areas which must be replaced on a periodic basis shall be established and be funded by a portion of the Common Assessment.

Such assessments shall be applied uniformly to all owners, except that as to properties which are made subject to this Declaration after the date of this amendment (and provided that the Developer thereof shall cause said areas to be maintained in a standard comparable to the rest of Eaglewood) such properties shall not be assessed until 51% of the private areas within each area so made subject have had improvements substantially completed thereon, or until one year has elapsed from the date said properties are made subject to this declaration, whichever is earlier.

D. Capital Improvement Assessments

In addition to the Common Assessments authorized above, the Association may levy, for purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the common areas or any approved improvement thereon, including the necessary fixtures and personal property related thereon, provided that any such capital assessment shall have the assent of four-fifths (4/5) of the votes of all of the members who are voting in person or by proxy at an Association meeting duly called for this purpose.

E. Special Assessments

May be levied at any meeting of the Board of Directors of the Association.

F. Notice of Quorum For Any Action Authorized

Written notice of any meeting called for the purpose of levying any Common Assessments or Capital Improvement Assessments shall be delivered to all owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting called, the presence of owners or of proxies entitled to cast ten per cent (10%) of all votes shall constitute a quorum. The delivery of notice provision may be accomplished by delivery to the mailbox of each owner and posting notice at or near any roadway exits to public roadways.

G. Uniform Rate of Assessment

Both Common and Special assessments must be fixed at a uniform rate for all owners on the basis of an equal assessment for each private area. In such regard, condominium and townhouse units shall pay the same assessments as other private areas.

H. Date of Commencement of Payment of Assessments: Due Dates

The Common Assessments provided for herein shall commence on the first day of the month following the organizational meeting for people who are then owners. Subject to the provisions of Article VI, Section C, for subsequent owners, accrual of assessments shall begin on the first day of the calendar month next following recordation of the escrow for the purchase.

The amount of the common assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for herein as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first common assessment levied against any private area which is hereafter added to Eaglewood. The due date of any Assessment shall be fixed in the resolution authorizing such Assessment.

I. Duties of the Board of Directors

The Board of Directors, ("Directors") after consideration of current costs and future needs, shall establish an annual budget and shall levy Common Assessments equally against the private areas in proportion to the total number of private areas subject to this Declaration. The total assessments shall equal the proposed budget. The levy shall be in accordance with this Declaration. The Directors shall at least thirty (30) days in advance of the Common Assessment date or period, prepare a roster of the private areas and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by an owner, and shall at that time, fix the amount of the assessment in accordance with this Declaration against each private area for each assessment period.

Written notice of the assessment shall thereupon be sent to every owner and mortgagee or prospective mortgagee subject thereto.

A list of mortgagees to whom notices are to be sent, shall be maintained by the Association and changes therein shall be the responsibility of the owners.

The Association shall, upon demand of any owner and mortgagee, or prospective owner or mortgagee liable for said assessment, deliver a certificate in writing signed by an officer for the Association or the professional property management company setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of said payment of any assessment therein stated to have been paid.

Unless the holders of seventy-five per cent (75%) of all first mortgages on private areas have given their prior written approval, the Association shall not be entitled to:

1. Fail to maintain fire and extended coverage on insurable property located within the common areas on a current replacement cost basis in an amount no less than one hundred per cent (100%) of the insurable value (based on current replacement cost).
2. Use hazard insurance proceeds for losses to any part of the common areas and properties located thereon for other than repair, replacement or construction of such improvements.

J. Association Insurance

Notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty and liability insurance and a fidelity bond(s) meeting the insurance and fidelity bond requirements established by Federal National Mortgage Association and Government National Mortgage Association, and the Federal Home Loan Mortgage Corporation, so long as either of same is a mortgagee or owner of private area within the project except to the extent such coverage is not available or has been waived in writing.

K. Effect of Nonpayment of Assessments

1. Remedies of the Association

Any assessment levied against any private area which is not paid within thirty (30) days after the due date, shall bear interest from the date of delinquency at the maximum legal rate and shall constitute a lien on the private area of the delinquent owner superior to all other liens and encumbrances, except only for:

- a) Taxes and special assessments liens on the private area by any assessing governmental unit; and
- b) All sums unpaid on any prior mortgage or deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrances.

No owners may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his private area.

A First Mortgagee is entitled to written notification of any default by the owner of the private area upon which the first mortgage exists when there is a default in the performance of such owner's obligations and such default has continued for a period of ninety (90) days. The Association, through its Directors or Manager shall maintain such legal actions as are necessary to collect unpaid assessments. Foreclosure of any lien of assessment and personal judgment against the owner are available, but not exclusive remedies to be employed to collect delinquent assessments.

2. Subordination of the Lien to Mortgages

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any private area shall not affect the assessment line. However, a Mortgagee who comes into possession of a private area pursuant to the remedies provided for in the Mortgage including any transfer of title in lieu of foreclosure shall take said private area free of any claims for unpaid assessments upon said Private Areas which have accrued prior to the time such mortgagee comes into possession of the private area. No such sale or transfer shall relieve such private area from liability for any assessments thereafter becoming due or from the lien thereof.

L. Exempt Property

All properties dedicated to and accepted by a local public authority, or the Developer as provided for herein, subject to this Declaration shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use in Eaglewood shall be exempt from said assessments.

M. Examination of Books and Records

A holder of a first or junior mortgage shall have the right to examine the books and records of the Association during normal business hours; and receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association; and receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

N. Management

The Association, through its Board of Directors, may employ full time or part time professional management to manage the day-to-day activities of the Association, and said Board of Directors may delegate such authority to such Manager as shall be consistent with the purposes of the Association. Such manager shall be employed on an annual basis. Such manager may perform the duties of the Board of Directors by specific resolution of the Board of Directors. Such delegation shall be for a period of not more than one (1) year and must be approved by 51% of the members.

ARTICLE VII Design Committee

A. The Developer

During the initial construction of improvements on any private area the Developer

shall designate the members of the Design Committee and the Developer, through an authorized representative shall perform the functions of the Design Committee as regards initial construction in such private areas. The written decisions of such representative shall be conclusive and in conformity with these PC&Rs.

B. The Design Committee

The Design Committee will be responsible for the approval of plans and specifications for the development of private areas, and for the promulgation and enforcement of Rules and Regulations governing the use and maintenance of private areas and improvements thereon. The Design Committee is specifically authorized to consider the esthetics of any plan and its compatibility with the rest of Eaglewood and any other factor which in its sole judgment is relevant. The Developer shall appoint the members of and be responsible for the activities of the Design Committee until the sale of the last private area in Eaglewood. At such time or such earlier time as Developer may elect, the responsibilities of the Design Committee will be transferred to the Board of Directors.

The Design Committee shall consist of as many members, but not less than two (2), as a Developer or Board of Directors may from time to time appoint. The Developer or the Board may remove any member of the Design Committee from office any time and may appoint new or additional members at any time. Any one member of the Design Committee may approve or reject plans submitted for review. Approval or rejection must be rendered by written instrument or signature upon plans submitted. If at any time the Design Committee shall for any reason fail to function the Developer or the Directors of the Association shall have complete authority to serve as a protempore Design Committee.

The Design Committee shall consider and act upon all matters properly submitted to it pursuant to these PC&Rs and the Rules and Regulations. In furtherance of this function, the Design Committee may, by unanimous vote, from time to time and in its sole discretion, adopt, amend, and repeal Rules and Regulations to be known as the "Design Committee Rules" establishing its operating procedures and interpreting, detailing, and implementing the provisions of the instruments pursuant to which it is charged with responsibility.

ARTICLE VIII Enforcement of PC&Rs, Rules and Regulations

A. The Board of Directors

The Board of Directors is charged with the primary responsibility for enforcement of the PC&Rs and promulgation and enforcement of the Rules and Regulations.

B. Enforcement

It will be important to the residents of Eaglewood that the PC&Rs and Rules and Regulations be enforced in as impartial and uniform a manner as practicable. In most cases it will not be desirable to resort to the public authorities for the enforcement of these PC&Rs and Rules and Regulations within the following limits and subject to the constitutional rights of members as follows:

1. The Association may impose a Special Assessment upon a member who has

violated or whose family members, residents or guest has violated the Rules and Regulations in an amount not to exceed the sum of five hundred dollars (\$500) for any one violation.

2. The Association may also or in the alternative provide that a person who has violated any Rules and Regulations shall be deprived of his right to use the common areas or certain of them for a period not to exceed one year on account of any one violation.
3. Each Special Assessment imposed pursuant to this Article shall become payable by the member upon whom it is imposed upon written notice of Special Assessment shall refer to the Rule, Regulation, or provision which has been violated and set forth a succinct statement of the conduct which the Association claims has violated such rule, regulation, covenant or restriction. No such Special Assessment shall be imposed until the allegedly violating owner shall have notice of the meeting at which such allegations shall have a reasonable opportunity to present evidence and confront evidence.

C. Eaglewood Judicial Council: Appeals

Any member against whom a Special Assessment or penalty has been imposed pursuant to these sections who deems that such was unfairly imposed, either because he did not violate a Rule, Regulation, or provision as charged or because the Special Assessment or penalty imposed is unduly severe, may appeal from the imposition of the Special Assessment or penalty by filing a statement to that effect with the Secretary of the Association within forty-eight (48) hours next following receipt of notice of such Special Assessment or penalty and failing same the Special Assessment or penalty shall be effective. All appeals shall be determined by a body to be known as the "Eaglewood Judicial Council" in accordance with such rules and procedures as such Council may adopt from time to time. The Eaglewood Judicial Council shall consist of not less than three (3) nor more than five (5) residents of Eaglewood who shall be appointed by the Directors to adjudicate appeals. The Directors may remove any member of the Eaglewood Judicial Council from office at any time and may appoint new or additional members at any time.

The Association shall keep on file at its principal office a list of the names and addresses of the members of the Council. A quorum of the Council is two (2) members. The Council shall render its decision on appeals determined by it in writing and notice thereof shall be given to the person upon whom the Special Assessment or penalty was imposed. Pending a decision on appeal, collection and enforcement of the special Assessment or penalty shall be stayed. The decision of the Council shall be binding on the person upon whom the Special Assessment or penalty is imposed to the extent permitted by Alaska law.

D. Interest

Any amount not paid to the Eaglewood Association when due in accordance with these PC&Rs or the Rules and Regulations shall bear interest from the date due until paid at the highest rate of interest permitted by law.

E. Responsibility

Each assessment or charge levied or imposed pursuant to the PC&Rs and Rules

and Regulations together with interest thereon, shall be a separate, distinct and personal debt and obligation of the owner against whom the assessment or charge is levied or imposed or from whom the amount is due. If an owner fails to pay any such assessment, or charge or any installment thereof when due the owner shall be in default and the amount of the assessment, or charge not paid together with interest, costs and attorneys' fees as provided for herein shall become a lien upon the owner's private area. Each owner shall be responsible for the violations of his family members, residents and guests and personally liable for any penalties or assessments brought about by the actions of such.

F. Fees and Costs

In the event that the Eaglewood Association shall bring any suit or action to enforce any provision contained herein, to collect any money due to it thereunder or to foreclose a lien, or otherwise legally enforce a Provision of these PC&Rs and Rules and Regulations, the defendant in such a suit or action shall pay to the Association all cost and expenses which the Association shall incur in connection with such suit or action, including a foreclosure title report, and such amount as the court may determine to be reasonable as attorneys' fees therein, including attorneys' fees incurred in connection with any appeal from a decision of the trial court or an appellate court.

G. Cumulative Remedies

Election by the Eaglewood Association to pursue any remedy for the violation of any provision of these PC&Rs or of any Rules and Regulations shall not prevent concurrent or subsequent exercise of any other remedy permitted thereunder or which is permitted by law. The remedies provided in the PC&Rs of Eaglewood and in any Eaglewood Declaration are not intended to be exclusive but shall be in addition to all other remedies, including actions for damages or suits for injunctions or for specific performance available under applicable law.

H. Limited Purpose Access

Until such time as a residence is permanently occupied, any Director or member of the Design Committee may, at reasonable times, and from time to time at reasonable intervals, enter upon any private area within Eaglewood for the purpose of determining whether or not the use of such private area or any improvement thereon is then or will be in compliance with the PC&Rs of Eaglewood or any Rules and Regulations. No such entry shall be deemed to constitute a trespass or otherwise create any right of action for the owner of such private area.

ARTICLE IX General Provisions

A. Duration

The Protective Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and where applicable, by the Municipality of Anchorage, or the owner of any private area subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of fifty (50) years from the date this Declaration is recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an

instrument signed by all of the then-owners of two-thirds (213) of the private areas and the holders of seventy-five percent (75%) of all First mortgages on private areas in Eaglewood has been recorded, agreeing to terminate this Declaration.

B. Notices

Any notice required to be sent to any mortgagee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the mortgagee who appears as mortgagee on the records of the Association at the time of such mailing. Notices to owners may be accomplished by delivery of a written notice to their mailbox and posting of a notice in the common areas at or near roadway exits from Eaglewood.

C. Enforcement

Enforcement of these Protective Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision. The Association may either seek to restrain violation or to recover damages, and impose any judgment against the private area and to enforce any lien created by this Declaration; and failure by the Association or any owner to enforce any Provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

D. Severability

Invalidation of any one of the Provisions in this Declaration by judgment of a court shall in no way affect the validity of any other provisions which shall remain in full force and effect.

ARTICLE X Destruction of Improvements

A. Damage and Destruction

Subject to the provisions herein, if within 60 days of damage or destruction of all or part of the common areas, it is not determined by a majority of all owners to repair, reconstruct or rebuild in accordance with the original plans, or by unanimous vote of all owners to do otherwise, then: (a) the common areas shall be owned in common by the owners; (b) the interest in the common areas owned in common by each of the private area owners, shall be equal; and (c) mortgages, deeds of trust or liens affecting any of the private areas are transferred in accordance with existing priorities to such equal interest described in the immediately preceding paragraph above.

ARTICLE XI Additional Provisions For Protection of Mortgages

A. Provisions for Protection of Mortgages

The prior written approval of the holders of seventy-five per cent (75%) of all first mortgage on private areas in Eaglewood will be required for (a) the abandonment or termination of the Association or the common areas; (b) any material amendment to this Declaration or to the By-laws of the Association; (c) the effectuation of any decision by the Association to terminate professional management and assume self-management of the Association; (d) any special assessment for capital expenditures in excess of three times the prior annual

assessment. In the event of substantial damage to or destruction of any of the common areas, the holder of any first mortgage on a private area will be entitled to timely written notice of any such damage or destruction.

If any or any portion of the common areas is made the subject matter of any condemnation of eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any first mortgage on a private area shall be entitled to timely notice of any such proposed acquisition. Any management agreement for the common areas may be terminated by the Association for cause upon thirty (30) days written notice thereof, and the term of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one (1) year period.

The Association shall furnish the holder of a first mortgage written notification of any default by the owners of a private area in the performance of said owner's obligations with respect to the Association.

ARTICLE XII Miscellaneous Provisions

A. Miscellaneous Provisions on Amendment

Except as otherwise provided herein any provision of these PC&Rs may at any time be amended or repealed or provisions may be added by owners representing 75 percent of the private areas consenting in writing or by vote to the amendment or repeal of a provision or to the addition of a new provision, and with timely approval of the Municipal Planning Department.

Except as otherwise specifically provided herein, the Eaglewood Association shall be deemed to have consented to the amendment or repeal of a provision contained in the PC&Rs of Eaglewood or to the addition to a new provision if the following procedure shall have been followed:

1. The Board of Directors of the Eaglewood Association shall have adopted a resolution setting forth the proposed amendment, provision for repeal, or proposed additional provision and directing that it be submitted to a vote at a meeting of the members, which may be either an annual or a special meeting.
2. Written notice setting forth the proposed amendment, provision for repeal, or proposed additional provision, or a summary to the changes to be effected thereby, shall be given to each owner at least 60 days prior to the time of the meeting at which the proposed amendment, provision for repeal, or proposed additional provision is to be considered.
3. Written notice setting forth the proposed amendment, provisions for repeal, or proposed additional provisions, or a summary of the changes to be effected thereby, shall also be given to each member of the Eaglewood Association and the Municipal Planning Department, with his notice of the meeting of the members at which the proposed amendment, provision for repeal, or proposed additional provision is to be considered.

Any amendment repeal of a provision of the PC&Rs of Eaglewood or additional

provision shall become effective only upon the filing in the office of the then official Recorder of the Municipality or State of Alaska, of a certificate of the Eaglewood Association, setting forth in full amendment, amendments, additional provisions, or repeal approved as provided in this section and certifying that said amendment, amendments, additional provision, or repeal have been approved in the manner required herein.

In any case in which two or more persons share the ownership of any property, regardless of the form of ownership, the responsibility of such persons to comply with the provisions of the Eaglewood PC&Rs and the Eaglewood Declarations shall be a joint and several responsibility. The act or consent of any one or more of such persons shall constitute that act or consent of the entire ownership interests provided, however, that in the event that such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Eaglewood Association, as the case may be, and the vote or right of consent involved shall then be disregarded in determining the proportion of votes or consents given with respect to such matter.

The Eaglewood PC&Rs shall be construed as an entire document to accomplish the purposes stated in the introductory paragraphs of the PC&Rs. Nevertheless, each provision of the Eaglewood PC&Rs shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall affect the validity or enforceability of the remaining part of that or any other provision.

B. Gender

As used herein the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for the convenience of reference and shall in no way limit any of the provision of the PC&Rs of Eaglewood.

C. Breach Notices

Any notice permitted or required by the PC&Rs of Eaglewood or any Eaglewood Declaration may be delivered either personally or by mail. Delivery by mail shall be deemed to have been accomplished 24 hours after the notice has been deposited as certified or registered mail in the United States mail, with postage prepaid.

D. Breach

No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any deed of trust or mortgage made in good faith and for value, but all of said covenants, conditions, and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure of lien or mortgage or by reason of a trustee's sale, or otherwise.

E. Amendments

Reservation for development of aircraft float plan base and/or wheel landing

strip. Notwithstanding any of the other provisions concerning common areas or any of the other protective covenants and restrictions, the developer hereby expressly reserves the right, as part of the continuing development of Eaglewood Subdivision, to construct and operate a light aircraft float plane base and/or wheel landing strip within Eaglewood Subdivision without the approval of the Association or the design committee.

The developer shall comply with and follow all applicable laws, ordinances, rules, regulations, and orders of the United States Government, State of Alaska, Municipality of Anchorage, and the construction and operation of such an air strip and shall develop the same in accordance with the characteristics of the PC&Rs insofar as is possible.