

DECLARATION**SPRUCE MEADOWS SUBDIVISION, a Common Interest Community****ARTICLE I****SUBMISSION: DEFINED TERMS**

Section 1.01. Submission of Real Estate. White Raven Development, Inc., an Alaska corporation (the "Declarant"), owner in fee simple of the real estate described in **Schedule A-1** located in the Anchorage Recording District, Third Judicial District, State of Alaska, hereby submits the real estate, together with all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of AS 34.08.010 *et. seq.* known as the Uniform Common Interest Ownership Act (the "Act").

Section 1.02. Defined Terms. Each capitalized term not otherwise defined in this Declaration or in the Plats shall have the meanings specified or used in the Act.

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

Section 1.02.1. Act. The Uniform Common Interest Ownership Act, AS 34.08 of the Alaska Statutes as it may be amended from time to time.

Section 1.02.2. Allocated Interests. The Common Expense liability, and votes in the Association allocated to Lots in the Common Interest Community. The Allocated Interests are described in Article VII of this Declaration and shown on **Schedule A-3**.

Section 1.02.3. Appropriate Committee. The Appropriate Committee shall mean either the Initial Construction Committee ("ICC") or the Modification Committee ("MC") established pursuant to Article X of this Declaration.

Section 1.02.4. Association. Spruce Meadows Subdivision Homeowners Association, Inc., a non-profit corporation organized under Title 10, Chapter 20 of the statutes of the State of Alaska. It is the Association of Lot Owners pursuant to Section 34.08.310 of the Act.

Section 1.02.5. Builder. The Builder shall mean a person or entity to whom a Lot is sold, and which person or entity is purchasing the Lot for the purpose of constructing a residence for sale to a third party.

Section 1.02.6. Bylaws. The Bylaws of the Association, as they may be amended from time to time.

Section 1.02.7. Common Elements. Each portion of the Common Interest Community other than a Lot, including the fence shown on the Site Plan.

Section 1.02.8. Common Expenses. The expenses or financial liabilities for the operation of the Common Interest Community. These include:

- (a) Expenses of administration, maintenance, repair or replacement of the Common Elements;
- (b) Expenses declared to be Common Expenses by the Documents or by the Act;
- (c) Expenses agreed upon as Common Expenses by the Association; and
- (d) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

Section 1.02.9. Common Interest Community. The real property described in **Schedule A-1**, subject to the Declaration of Spruce Meadows Subdivision.

Section 1.02.10. Declarant. White Raven Development, Inc., an Alaska corporation or its successor as defined in Subsection 34.08.990(12) of the Act.

Section 1.02.11. Declaration. This document, including any amendments.

Section 1.02.12. Development Rights. The rights reserved by the Declarant under Article VI of this Declaration to create Lots, Common Elements, and Limited Common Elements within the Common Interest Community, and to withdraw property from the Common Interest Community.

Section 1.02.13. Director. A member of the Executive Board.

Section 1.02.14. Documents. The Declaration and Plat recorded and filed pursuant to the provisions of the Act, the Bylaws, and the Rules as they be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document.

Section 1.02.15. Eligible Insurer. An insurer or guarantor of a first Security Interest in a Lot which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Lot. Such notice shall be deemed to include a request that the eligible insurer be given the notices and other rights described in Article XIV.

Section 1.02.16. Eligible Mortgagee. The holder of a first Security Interest in a Lot which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Lot. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XIV.

Section 1.02.17. Executive Board. The board of directors of the Association.

Section 1.02.18. Improvements. Any construction, structure, fixture or facilities existing or to be constructed on the land included in the Common Interest Community, including but not limited to, buildings, fences, trees and shrubbery planted by the Declarant, a Lot Owner or the Association, paving, utility wires, pipes, and light poles.

Section 1.02.19. Lot. A platted Lot which shall be a Unit as that term is defined in Section 38.08.990(32) of the Act.

Section 1.02.20. Lot Owner. The Declarant or other Person who owns a Lot. Lot Owner does not include a Person having an interest in a Lot solely as security for an obligation. The Declarant is the initial owner of any Lot created by this Declaration.

Section 1.02.21. Majority or Majority of Lot Owners. The owners of more than 50% of the votes in the Association.

Section 1.02.22. Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 1.02.23. Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.02.24. Plat. The plat shown as **Schedule A-2** to this Declaration, as it may be amended from time to time.

Section 1.02.25. Property. The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

Section 1.02.26. Public Offering Statement. The current document prepared pursuant to 34.08.530 of the Act as it may be amended from time to time, and provided to purchasers.

Section 1.02.27. Security Interest. An interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security,

assignment of lease or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.02.28. Site Plan. The Site Plan approved by the Municipality of Anchorage for Spruce Meadows Subdivision, as it may be amended from time to time, and which is attached to the Declaration as Schedule A-5.

Section 1.02.29. Trustee. The entity which may be designated by the Executive Board as the Trustee for the receipt, administration, and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources as defined in the Bylaws. If no Trustee has been designated, the Trustee will be the Executive Board from time to time constituted, acting by majority vote, as executed by the president and attested by the secretary.

ARTICLE II

NAMES; DESCRIPTION OF REAL ESTATE

Section 2.01. Names.

- (a) Common Interest Community. The name of the Common Interest Community is Spruce Meadows Subdivision.
- (b) Association. The name of the Association is the Spruce Meadows Subdivision Homeowners Association, Inc, (the "Association") a non-profit corporation organized under the laws of the State of Alaska.

Section 2.02. Real Estate. The Common Interest Community is located in the Anchorage Recording District, Third Judicial District, State of Alaska. The real estate of the Common Interest Community is described in **Schedule A-1**.

ARTICLE III

THE ASSOCIATION

Section 3.01. Authority. The business affairs of the Common Interest Community shall be managed by the Association. The Association shall be governed by its Bylaws, as amended from time to time.

Section 3.02. Powers.

- (a) The Association shall have all the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Common Interest Community.

- (b) The Association may assign its future income, including its right to receive Common Expense assessments, only by the affirmative vote of a majority (51%) of the Lot Owners at a meeting called for that purpose.

Section 3.03. Duties. The Association shall have the duty to maintain and repair all Common Elements.

ARTICLE IV **LOTS**

Section 4.01. Number of Lots. The number of Lots in the initial phase of the Common Interest Community is thirty-eight (38). The term "Lot" shall have the same meaning as "unit" as defined in AS 34.08.990(32) of the Act. The Declarant reserves the right to create up to fifty-four (54) additional Lots in the Common Interest Community if the Declarant exercises its development rights and submits additional Lots and/or real estate to the Common Interest Community. Declarant reserves the right to develop a maximum of ninety-two (92) Lots. Declarant does not guarantee that all of these Lots will be developed.

Section 4.02. Identification of Lots. The identification number of each Lot is shown on the Plat by lot and block number.

Section 4.03. Lot Boundaries. The boundaries of each Lot are the vertical (or perimetric) boundaries of the numbered Lots shown on the Plat. The boundary of the Lots and Common Elements in the initial phase of the Common Interest Community is shown on the Plat attached to this Declaration as **Schedule A-2**. The Plat will be amended as future Lots are declared. Each Lot shall include the spaces and improvements lying within the boundaries described above, and shall contain any pipes, wires, ducts, and conduits located on the Lot and serving only that Lot.

Inconsistency with survey: If this definition is inconsistent with the survey, then the survey shall control.

Section 4.04. Subdivision of Lots. A single Lot may not be reduced in size by subdivision. Owners of contiguous Lots may, however, replat their Lots without the agreement of other Lot Owners, provided they obtain the approval of the Executive Board and no Lot resulting from the replatting is smaller than the smallest of the Lots from which the new Lots were created.

Section 4.05. Common Elements. Every Lot Owner shall have a right and nonexclusive easement for use, access, and enjoyment in and to the Common Elements, subject to:

(a) This Declaration, the Bylaws, the restrictions shown on the Site Plan, and any other applicable covenants;

(b) Any restrictions or limitations contained in any deed conveying such property to the Association;

(c) The right of the Board to adopt rules regulating the use and enjoyment of the Common Area; and

(d) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

ARTICLE V **MAINTENANCE, REPAIR AND REPLACEMENT**

Section 5.01. Common Elements. The Association shall maintain, repair, and replace all of the Common Elements.

Section 5.02. Lots.

(a) Each Lot Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Lot.

(b) In the event that a Lot Owner should fail to perform any obligation required in Section 5.2(a) hereof as may be determined by the Executive Board, then the Executive Board may provide for the performance of any such neglected obligation by whatever reasonable means it may determine in its sole discretion. In case of emergency as determined by the Executive Board, it may act immediately; and in all other cases the Executive Board may act hereunder following 30 days written notice to the Lot Owner. All expenses incurred by the Executive Board or the Association as a result of taking action under this section shall be chargeable to the Lot Owner as provided for under Section 9.02 hereof.

Section 5.03. Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Lot or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, replacing utility meters and related pipes, valves, wires, and equipment, provided that requests for entry are made in advance and that any such entry is at time reasonably convenient to the affected Lot Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Lot Owner is present at the time.

Section 5.04. Repairs Resulting from Negligence. Each Lot Owner shall reimburse the Association for any damages to any other Lot or to the Common Elements caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Lot. The Association shall be responsible for damage to Lots caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements.

ARTICLE VI
DEVELOPMENT RIGHTS AND OTHER SPECIAL DECLARANT RIGHTS

Section 6.01. Reservation of Development Rights. The Declarant reserves the following Development Rights:

- (a) the right to create Lots, and Common Elements within the property shown as Real Property subject to Development Rights in **Schedule A-1**;
- (b) The right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across the land in the Common Interest Community for the purpose of furnishing utility and other services to buildings and improvements to be constructed on the land. The Declarant also reserves the right to grant easements to public utility companies and to convey improvements within those easements anywhere in the Common Interest Community for the above-mentioned purposes. If the Declarant grants any such easements, **Schedule A-4** shall be amended to include reference to the recorded easement;
- (c) The right to withdraw all or a portion of the property listed in **Schedule A-1** as Real Property Subject To Development Rights;

Section 6.02. Limitations on Development Rights. The development rights reserved in Section 6.01 are limited as follows:

- (a) The development rights may be exercised at any time, but not more than seven (7) years after the recording of the initial Declaration.
- (b) In addition to the first thirty-eight (38) Lots, not more than fifty-four (54) additional Lots may be created under the Development Rights on the property listed in **Schedule A-1** as Real Property Subject To Development Rights;
- (c) All Lots created pursuant to the Development Rights will be restricted to residential use in the same manner and to the same extent as the Lots created under this Declaration as initially recorded.

Section 6.03. Phasing of Development Rights. No assurances are made by the Declarant regarding the portions of the areas shown on the Plat as to the portions where the Declarant will exercise its Development Rights or the order in which such portions, or all of the areas, will be developed. The exercise of development rights as to some portions will not obligate the Declarant to exercise them as to other portions.

Section 6.04. Personal Property of Declarant. The Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction, and maintenance of the Common Interest Community that the Declarant has not explicitly represented as property of the Association. The Declarant reserves the right to remove from the Property any and all goods, models, and Improvements used in development, marketing, and construction, whether or not they have become fixtures.

Section 6.05. Declarant's Easement for Construction. The Declarant reserves the right to perform warranty work, repairs, construction work, and to store materials in secure areas on Lots and Common Elements and the further right to control all such work and repairs and the right of access thereto, until the completion of any such repair or work. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising any Development Rights or Special Declarant Rights, whether arising under the Act or reserved in this Declaration.

Section 6.06. Lot Usage by Declarant, Builder, or Dealer. Until the Declarant, a Builder or a Dealer no longer owns any Lots in the Common Interest Community, the Declarant, Builder or Dealer and their duly authorized agents, representatives, and/or employees may maintain any Lot owned by the Declarant, Builder or Dealer as a model Lot, and may maintain any Lot or any portion of the Common Elements as a sales office or management office.

Section 6.07. Special Declarant Rights. The Declarant reserves the following Special Declarant Rights:

- (a) the right to complete or make improvements indicated on the Plat;
- (b) the right of the Declarant, or authorized Dealers or Builders to maintain sales offices, management offices and models on any of the Common Elements or any Lot, but only in a manner which does not unreasonably disturb Lot Owners;
- (c) the right to maintain signs in the Common Interest Community to advertise the Lots;

- (d) the right to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration;
- (e) the right to appoint or remove officers and members of the Executive Board/Board of Directors during the Declarant Control Period;
- (f) the right to appoint or remove members of the ICC.
- (g) the right to exercise any Development Right including the rights to (i) create Lots or Common Elements within the Common Interest Community; (ii) replat Lots or convert Lots into Common Elements; or (iii) withdraw real estate from the Common Interest Community; and
- (h) construct utility lines, pipes, wires, ducts, and other facilities across the land in the Common Interest Community for the purpose of furnishing utility and other services to the Lots and to convey utility and drainage easements to utility companies and the Municipality of Anchorage, respectively, in Declarant's own name and on behalf of the Association; and convey public use easements in any Common Elements.

Section 6.08. Limitations on Special Declarant Rights. Unless sooner terminated by recorded instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant until the latest of the following events occur:

- (a) So long as the Declarant is obligated under any warranty or other obligation;
- (b) So long as the Declarant holds a Development Right to create additional Lots or Common Elements;
- (c) So long as the Declarant owns any Lot; and/or
- (d) For seven (7) years after the recording of the initial Declaration.

Section 5.09. Declarant Control of the Association.

- (a) Subject to Subsection 6.09(b), there shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by it, may appoint and remove the officers and members of the Executive Board. The period of Declarant control shall terminate no later than the earlier of:
 - (i) sixty (60) days after conveyance of seventy-five percent (75%) of the Lots that may be created to Lot Owners other than a Declarant;

- (ii) two (2) years after all Declarants have ceased to offer Lots for sale in the ordinary course of business; or
- (iii) two (2) years after any right to add new Lots was last exercised.

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

- (b) Not later than sixty (60) days after conveyance of one-fourth (1/4) of the Lots that may be created to Lot Owners other than a Declarant, at least one member and not less than one-fourth (1/4) of the members of the Executive Board shall be elected by Lot Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots that may be created to Lot Owners other than a Declarant, not less than one-third (1/3) of the members of the Executive Board must be elected by Lot Owners other than the Declarant.
- (c) Not later than the termination of any period of Declarant control, the Lot Owners shall elect an Executive Board of at least three (3) members, at least a majority of whom shall be Lot Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.
- (d) Notwithstanding any provision of this Declaration or the Bylaws to the contrary, following notice under AS 34.08.390, the Lot Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Lot Owners at which a quorum is present, may remove any member of the Executive Board with or without cause, other than a member appointed by the Declarant.

ARTICLE VII

ALLOCATED INTERESTS

Section 7.01. Allocated Interests. The undivided interest in the Common Expense liability and votes in the Association allocated to each Lot are set forth in **Schedule A-3**.

Section 7.02. Determination of Allocated Interests. The interests allocated to each Lot have been calculated as follows:

- (a) the percentage of liability for Common Expenses allocated to each Lot is on the basis of one (1) equal share for each Lot. The specified percentage for the initial phase is set forth in **Schedule A-3**. When Lots are created or removed from the Common Interest Community, the above formula shall be used in reallocating the interest in an amendment to the Declaration; and
- (b) each Lot in the Common Interest Community shall have one equal vote.

ARTICLE VIII
RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 8.01. Use and Occupancy Restrictions. Subject to the Special Declarant Rights reserved by the Declarant, the following use restrictions apply to all Lots and to the Common Elements:

(a) Land Use and Dwelling Type

No Lot shall be used except as a single-family residence, except that professional or business uses may be conducted in a dwelling provided that the uses must be incidental to the use of the dwelling for residential purposes. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two per bedroom as designated on the plans on file with the building official of the Municipality of Anchorage. Non-residential activities must comply with governmental regulations addressing home occupations. No signs may indicate in any way that a nonresidential activity is being conducted, and no increase in street traffic, substantial or insubstantial is permissible. Further, non-residential activities shall not require regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No Lot may be used for bed and breakfast, transient, hotel or motel purposes.

No dwelling or structure shall be erected, altered, placed or permitted to remain on any Lot other than the following structures, which shall be subject to all of the terms and provisions of this Declaration:

1. One detached single family dwelling of an approved style pursuant to the provisions of the Site Plan. Every dwelling must have an enclosed and attached garage capable of housing at least two automobiles side by side. Carports are not allowed. Detached

garages may be permitted on a case-by-case basis pursuant to the provisions of Article X.

2. Fences, gates, and associated structures.
3. Retaining walls.
4. A greenhouse.
5. A garden tool shed, children's playhouse, or like structure.
6. A doghouse and/or pen.
7. Any other accessory dwelling, shed, structure, or other item permitted by the Committee.
8. A driveway.

(b) Dwelling Quality, Size, and Construction

The ground floor living area of the main structure of a one-story dwelling, exclusive of one story open porches, garages and greenhouses, shall not be less than 1,200 square feet of living space, excluding basements and walk-out basements. Any multi-story/level dwelling shall have a minimum size of 1,400 square feet of living area, excluding basements and walk-out basements.

Approval by the Municipality of the dwelling height and Lot coverage as shown on plans submitted for a land use permit or a building permit constitutes approval of the dwelling height and Lot coverage by the Appropriate Committee, described in Article X (hereinafter collectively referred to as the "Appropriate Committee").

(c) Siding, Roofs, and Colors

No metal building shall be constructed or maintained on any Lot. All roofs shall be of a material, color and texture approved by the Appropriate Committee. No maximum or minimum pitch is specified, but approval will be based on the visual impact of the roof on the Lot or on neighboring Lots, dwellings, roads and open spaces. The color scheme must be approved by the Appropriate Committee in writing.

(d) Dwelling Location

No dwelling shall be located on any Lot nearer to any Lot line than the minimum dwelling setback distance.

A Certified Plot Plan, which is in compliance with the Site Plan, shall be delivered by each Lot Owner to the Appropriate Committee for written approval prior to construction, showing dwelling and driveway locations. If feasible, dwellings shall be located within the Lot in such a manner that the driveways drain toward the street. Any alteration of natural drainage shall become the responsibility of the party changing grades. The plan for the Lot grading shall make the necessary provisions for such water run-off.

(e) Completion of Exteriors and Dwelling Occupancy

A dwelling must be enclosed and its exteriors finished within twelve (12) months of the time of beginning of construction. No dwelling shall be occupied prior to the completion of the exterior.

(f) Temporary Structures

No temporary structure, boat, truck, trailer, camper or recreation vehicle of any kind shall be used as a living area while located on the project. Temporary construction structures shall be limited to small, approved structures under two hundred (200) square feet. Temporary construction structures shall be approved by the Appropriate Committee. These structures shall be used only during the construction or modification phase of a dwelling and shall be removed promptly upon completion of the improvements on the Lot. The Appropriate Committee may also require the removal of a temporary construction structure upon thirty (30) days written request if in its opinion the temporary construction structure is unsightly.

Portable toilet facilities shall be required within three hundred (300) feet of any construction site.

(g) Permanent, Detached Structures (Outbuildings)

Any permanent, detached structure, such as sheds, dog houses, fences, and greenhouses, must be finished to blend into the surroundings and its siding must be similar to the siding of the dwelling on the Lot. All permanent, detached structures must be approved by the Appropriate Committee. The Appropriate Committee shall, at its sole discretion, set criteria on the location of the permanent, detached structure, but it is required that such structures be located and constructed to blend in to the surrounding vegetation and in a location that cannot be seen from the front of the Lot.

(h) Fences and Dog Runs

Hedges, shrubs or trees shall be used for screening. No fences shall be erected on any Lot except as approved in writing. For homes located on corner Lots, the back of the home shall constitute the longest dimension of the two (2) sides not facing a street. The fence shall be constructed such that posts, and stringers are located on the inside

of the fence and facings or rails are located on the outside of the fence perimeter. Pressure treated posts shall be used, and only cedar or redwood may be used for stringers and facing. Fences shall not exceed six feet (6') in height. Split rail or decorative wood fences less than four feet (4') high may be approved in writing. If a dog run is approved, it must be in the back of the home only. All dog runs must be concealed by wooden fences. Dog runs shall not be visible from the street and shall be approved by the Appropriate Committee.

(i) Landscaping and Natural Vegetation

It is the intent of this provision that all persons purchasing Lots shall do their utmost to maintain the trees and the natural surroundings of their properties. The Site Plan requires two (2) trees be planted and maintained on each Lot.

All disturbed ground within the approved clearing limits shall be landscaped and seeded, in accordance with the provisions of the Site Plan. All lawns are to be maintained free of weeds, mowed and trimmed whenever growth exceeds four inches (4").

All areas of each Lot not devoted to the dwelling, driveway, walks, the wetlands easement, or other permitted site improvements shall be landscaped or covered with lawns, shrubby trees, garden bark, landscaping cobbles, or other ground cover. The trees shall be five feet high.

All the landscaping shall be completed within twelve months from the date of the purchase of the dwelling.

(j) Declarant's Reservations

The Declarant hereby reserves the permanent right and privilege to approve for construction or to build the first house constructed on any Lot. The Declarant further reserves the right and privilege to complete the later phases of Spruce Meadows Subdivision and to add subsequent phases to this as they are developed with no hindrance of any Lot Owner(s) or their representatives.

(k) Signs

No signs of any kind shall be displayed to the public view on any Lot except a sign of not more than five (5) square feet advertising the Lot for sale or rent, or a sign used by the Declarant or Builder to advertise the Property during the Lot sales or construction period. During the period of construction of a residence on a Lot, an additional sign of similar size may be installed to identify the Builder associated with the construction on the Lot. No such signs shall be nailed or affixed to trees. All signs shall comply with the current zoning ordinance regulations applicable to signs.

(l) Garbage and Refuse Disposal

Trash, garbage or other waste shall be disposed of through a household garbage disposal or wrapped in a secure package and deposited in a sanitary container. The sanitary container shall be sheltered in a storage shed which is completely enclosed and located immediately adjacent to the exterior wall of the dwelling, except the sanitary container or containers may be placed in the public view on the eve or day of garbage pick-up. No outside burning of trash or garbage shall be allowed. No portion of the Property shall be used for the storage of building materials, refuse, or any other materials other than in connection with approved construction.

Construction waste during construction shall be kept to a minimum on the site and removed to the satisfaction of the Appropriate Committee consistent with professional building standards.

(m) Animal Regulations

No animals, livestock, or poultry shall be kept on any Lot except that domestic dogs, cats, fish, and birds inside bird cages may be kept as household pets, provided they are not kept, bred, or raised for commercial purposes or in unreasonable quantities. No more than three (3) dogs or three (3) cats may be maintained on a Lot. No vicious dog (as defined by the Anchorage Municipal Code) shall be kept on any Lot. All pets shall be chained, fenced or otherwise restrained at all times. No pet shall be allowed to run freely. The Lot Owner is responsible for removing its pet's animal feces from all areas of the Common Interest Community (*i.e.*, when walking foot trails, sidewalks, etc.).

(n) Sight Distance

Fences, walls, hedges, or shrub plantings on corner Lots must conform with municipal sight distance standards for corner Lots.

(o) Water and Sewer

No individual water supply system or septic systems shall be permitted on any Lot. Each home shall be connected to the water supply and sewer system from AWWU.

(p) Parking and Vehicle Restrictions and Storage

No wrecked, inoperative, vandalized or otherwise derelict-appearing automobiles, and no trucks, trailers, mobile homes, truck campers, detached camper units, boats, motorcycles, snowmachines, all-terrain vehicles, and recreational vehicles of any type, whether operative or inoperative, shall be kept, placed, stored, or maintained upon any Lot, except within an enclosed garage, or screened so that the item is not visible from the public streets, an adjoining Lot, or a nearby house. Fencing, landscaping, or

natural vegetation may act as the screen. The purpose of this provision is to keep these stored vehicles as well as any equipment out of sight. Fuel storage is prohibited. No Lot or street may be used for the storage of any equipment, materials or merchandise used or to be sold in a business or trade. All owners shall comply with the parking ordinances of the Municipality of Anchorage which are applicable to residential neighborhoods. There shall be no on-street overnight parking.

No large commercial van, business related vehicle (e.g. dump trucks), heavy equipment such as bulldozers and road graders may be kept on any Lot or street except during the time it is actually working in the Common Interest Community in a continuous manner. No Lot or street may be used for the storage of any equipment, materials or merchandise used or to be sold in a business or trade.

Notwithstanding the above provisions, campers, boats, and motor homes are allowed to be parked in driveways during the period of May 1 through September 30. If they are parked in the driveways at any other time, the Association may impose a fine against the Lot Owner.

(q) Oil and Mining Operations

No oil or gas drilling, development operations, refining, quarrying or mining operations of any kind shall be permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot. No surface entry will be permitted and no extraction of minerals will be permitted within a 250 foot buffer measured vertically from the surface.

(r) Nuisances

No noxious or offensive activity shall be carried on within the Common Interest Community, nor shall anything be done therein which may become an annoyance or nuisance to the neighborhood. Motor bikes, motorcycles and automobiles shall have operable mufflers. Off road use of snow machines, three wheelers or four wheelers, all terrain vehicles or motorcycles within the Common Elements is expressly prohibited. Lot Owners shall contain or control their animals to the extent necessary to prevent their becoming a nuisance to other Lot Owners, including, but not limited to, barking dogs.

(s) Antennas

All roof or ground-mounted antennas for short-wave, "Ham," Citizens Band, microwave or other types of radio or communications systems are prohibited unless specifically approved in writing by the Appropriate Committee.

Regardless of the approval or disapproval of the Appropriate Committee, in the event an outside antenna or dish is required by the regulations of the Federal Communications Commission, the antenna or dish shall be no longer nor installed higher than absolutely necessary for reception of an acceptable quality signal. Antennas, masts, and any visible wiring must be painted to match the color of the dwelling, provided the paint does not degrade the signal. An antenna or dish situated on the ground and visible from the street or from other Lots must be camouflaged by existing landscaping or fencing, if an acceptable signal may be received from such placement. An antenna or mast may not extend beyond a railing or fence unless no acceptable quality signal may be received from this location.

(t) Utility and Drainage Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plats as shown on **Schedule A-4**. Within these easements, no structures, plantings or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or significantly affect the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. No live vegetation shall be disturbed in the wetlands easement.

The excavation for utility connections, etc., shall be located so as not to open up visibility between houses. Utility installations shall be underground and located within the approved clearing limits or existing cleared areas. All driveways shall be paved with black asphalt or gray concrete unless otherwise approved by the Appropriate Committee.

(w) Mailboxes and Newspaper Tubes

Lot Owners shall use mailboxes approved by the U.S. Postal Service. Materials and location of each individual mail box shall be subject to the approval of the Appropriate Committee.

(x) Architectural Control Standards

All Lots in the Common Interest Community are subject to Architectural Controls set forth in Article X of this Declaration.

Section 8.02. Restrictions on Alienation. A Lot may not be conveyed pursuant to a time-sharing arrangement described in AS 34.08.990(31).

ARTICLE IX
COMMON EXPENSE ASSESSMENT AND COLLECTION

Section 9.01. Assessment for Common Expenses. Except as provided in Section 9.02 hereof, any Common Expenses shall be assessed against all Lots in accordance with their percentage interest in the Common Expenses. See Table of Interest, attached as **Schedule A-3**.

Section 9.02. Apportionment of Common Expenses to Less Than All Lots.

- (a) Any Common Expenses for services provided by the Association for the benefit of an individual Lot at the request of the individual Lot Owner shall be assessed against said Lot.
- (b) An assessment to pay a judgment against the Association may be made only against the Lots in the Common Interest Community at the time judgment was entered, in proportion to their percentage interests in the Common Expenses at the time judgment was entered.
- (c) Any fees, charges, late charges, fines, collection costs, and interest charged against a Lot Owner pursuant to this Declaration and the Act are enforceable as Common Expense Assessments.
- (d) If any Common Expense is caused by the misconduct of a Lot Owner, the Association may, after Notice and Hearing, assess that expense exclusively against his or her Lot.
- (e) Fees, charges, late charges, fines and interest charged against a Lot Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments.

Section 9.03. Lien for Assessment. The Association shall have a lien, according AS 34.08.470, on a Lot for any assessment levied against the Lot and/or for any fines, fees, charges, late charges, collection costs, and/or interest imposed against the Lot Owner from the time any such assessment or fines, fees, charges, late charges, collection costs, and/or interest become due.

ARTICLE X
ARCHITECTURAL CONTROLS

Section 10.01. General. No structure shall be placed, erected, or installed upon any Lot, and no Improvements (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials) shall be made except in compliance with the Site Plan and the

provisions of Articles VIII and X of this Declaration and the approval of the Appropriate Committee under Section 10.02.

Any Lot Owner may remodel, paint or redecorate the interior of structures on his Lot without approval of the Appropriate Committee. However, modifications to the exterior of the dwelling or of other structures on the Lot or the interior of screened porches, patios, and similar portions of a dwelling visible from outside shall be subject to approval by the Appropriate Committee.

Pursuant to Declarant's development rights and in Declarant's sole discretion, Declarant may repeal, modify, or amend in any way the provisions of Articles VIII and/or X after the initial recordation of the Declaration for any Lots and/or Common Elements not yet conveyed to a purchaser other than a Builder, Dealer, or Declarant.

Section 10.02. Architectural Review. Responsibility for administration of the architectural standards and review of all applications for construction and modifications shall be handled by the Appropriate Committee as described below in subsections (a) and (b). The members of the Committees need not be Lot Owners or representatives of Lot Owners, and may, but need not, include architects, engineers or similar professionals.

(a) Initial Construction Committee. The Initial Construction Committee ("ICC") shall consist of one to three persons and shall have exclusive jurisdiction over all original construction on any portion of the Common Interest Community. The initial ICC shall be composed of Alissa Voliva, Robert D. Klein, Jr., and Paul M. Palmer. Until one hundred percent (100%) of the Common Interest Community has been developed and conveyed to Lot Owners other than Builders or Dealers, the Declarant retains the right to appoint all members of the ICC who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon expiration of such right, the Executive Board shall appoint the members of the ICC, who shall serve and may be removed in the Executive Board's discretion.

Any dispute over ICC approval of plans for construction of the first dwelling on a Lot shall be decided by arbitration in accordance with Section 13.06.

(b) Modification Committee. The Executive Board may establish a Modification Committee ("MC") to consist of at least three and no more than five persons, all of whom shall be appointed by and shall serve at the discretion of the Executive Board. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing structures on Lots, including fences, landscaping, and site grading. The MC is responsible for the enforcement of architectural standards on any given Lot in the Common Interest Community after the completion of construction of the dwelling on that Lot. The design or color scheme of the proposed improvements or alterations shall be controlled by the

MC to insure harmony through out the Common Interest Community. However, this provision shall not be held to require approval to repaint a dwelling with substantially the same color scheme. The compensation of the members of the MC, if any, shall be established from time to time by the Executive Board. The Executive Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review.

Until the MC is formed, the ICC will assume the functions of the MC.

Section 10.03. Procedure to Obtain Committee Approval. Requests for approval by either the ICC or MC shall be submitted in writing according to the specific procedure and on the forms established by these Committees. The approval or disapproval by these Committees of a request shall be in writing. In the event the Committees, or their designated representative fail to approve or disapprove a request within forty-five (45) days after plans and specifications have been properly submitted, the proposal shall be deemed approved. Notification may be delivered orally, but must be followed with written confirmation.

All plans and documents submitted to these Committees will be retained in their files.

No dwelling, structure, or other improvement (including regrading of the site) shall be constructed, placed, erected, repainted, altered or made without the express written approval of the ICC or MC. Failure to obtain the approval of the ICC prior to making an improvement to the land or dwelling shall give the ICC the right to bring a legal action at law or in equity against the wrongdoer and assess the Lot Owner \$100.00 per day. Similarly, when the MC has jurisdiction over the approval process, if a Lot Owner fails to obtain the MC's approval before commencing a modification, the Association may levy an assessment of \$100.00 per day against the Lot Owner for each day following commencement of construction until the MC approval is obtained to assess the Lot Owner \$100.00 per day, and the Association may bring a legal action at law or in equity against the wrongdoer.

Decisions of the MC may be appealed to the Executive Board. Appeals must be taken to the Board by written notice to the Board not more than thirty (30) days following receipt of the final decision of the MC.

Section 10.04. Committee Approval.

(a) In reviewing each submission, the ICC or MC, as appropriate, shall consider the plans, specifications and plot plan for (i) quality of workmanship and materials, (ii) harmony of external design with existing structures, (iii) location with respect to topography and finished grade elevation, and (iv) compliance with the land use provisions of Article VIII. The committees may require relocation of native plants within the construction site as a condition of approval of any submission.

The ICC or the MC, as appropriate, shall, within thirty (30) days after receipt of each submission of the Plans, advise the party submitting the same, in writing, at an address specified by such party at the time of submission, of (i) the approval of Plans, or (ii) the segments or features of the Plans which are deemed by such committee to be inconsistent or not in conformity with this Declaration and/or the Design Guidelines, the reasons for such finding, and suggestions for the curing of such objections. In the event the Appropriate Committee fails to advise the submitting party by written notice within the time set forth above of either the approval or disapproval of the Plans, approval shall be deemed to have been given. Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed, and postage prepaid, is deposited with the U.S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery.

Section 10.05. No Waiver of Future Approvals. Each Owner acknowledges that the members of the ICC and the MC will change from time to time and that interpretation, application and enforcement of the Design Guidelines may vary accordingly. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

Section 10.06. Variance. The ICC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations, require, but only in accordance with the Site Plan and duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the ICC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, the cost of compliance, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 10.07. Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and neither the ICC nor the MC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board, any committee, or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

ARTICLE XI
EASEMENTS AND LICENSES

Section 11.01. Recording Data. All easements and licenses to which the Common Interest Community is presently subject are recited in **Schedule A-4**. In addition, the Common Interest Community may be subject to other easements or licenses granted by the Declarant pursuant to Article VI of this Declaration.

Section 11.02. Fence Easement. The Association shall have a right and exclusive easement to enter upon a Lot for the purpose of erecting, maintaining, or repairing the fence shown on the Plat.

ARTICLE XII
AMENDMENTS

Section 12.01. General. Except in cases of amendments that are executed by the Declarant in the exercise of its development rights or as otherwise provided by the Declaration or the Act, this Declaration, including the Plats and Plans, may be amended only by vote or agreement of Lot Owners of Lots to which at least sixty seven percent (67%) of the votes in the Association are allocated.

Section 12.02. Declarant Rights. Provisions in this Declaration reserving Declarant rights may not be amended without the consent of Declarant.

If, in Declarant's exercise of any rights described in Article VI of this Declaration, an amendment to the Declaration is required, the Declarant shall, in conformance with the Act, prepare, execute, and record an amendment to the Declaration and amend any required Plat and/or other required exhibits. Any amendment effected by Declarant's exercise of rights reserved in Article VI requires Declarant approval only.

ARTICLE XIII
MISCELLANEOUS

Section 13.01. Changes in Act. In the future and from time to time, in all instances where this Declaration or the Bylaws contain language that tracks the Act on the date that Spruce Meadows Subdivision is created, this Declaration and the Bylaws shall be automatically amended in accordance with the amended cognate language of the Act which may be adopted by the State of Alaska, unless the particular language of the Declaration or Bylaws, either as initially adopted or as amended at any subsequent time by the Association, is clearly to supersede the amended text of the Act.

Section 13.02. Captions. The captions contained in the Declaration are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Declaration nor the intent of any provision thereof.

Section 13.03. Waiver. No provision contained in the Declaration is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 13.04. Invalidity. The invalidity of any provision of the Declaration does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Declaration shall continue in full force and effect.

Section 13.05. Conflict. The Declaration, the Bylaws, and the Articles of Incorporation are intended to comply with the requirements of the Act and Title 10, Chapter 20 of the Alaska Statutes (Non Profit Corporation Law). In the event of any conflict between these documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other documents, this Declaration shall control.

Section 13.06. Arbitration. Any dispute over ICC approval of plans for construction of the first dwelling on a Lot shall be decided by arbitration. An aggrieved party seeking arbitration shall notify the ICC. The parties shall attempt to select a retired local judge to arbitrate the dispute. If the parties cannot agree on the name of a retired local judge, each party to such a dispute shall select and pay for an arbitrator of its choice to act as an arbitrator. These arbitrators shall select a third arbitrator whose costs shall be shared equally by the parties. The arbitration shall proceed at the earliest possible time, and the arbitrators are encouraged to render their decision within twenty-four (24) hours of the conclusion of the arbitration proceeding, including in their decision an award of cost and attorney fees to the prevailing party.

Any dispute that the parties agree to subject to arbitration shall follow the above procedure.

ARTICLE XIV **MORTGAGE PROTECTION**

Section 14.01. Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall control.

Section 14.02. Percentage of Eligible Mortgagees. Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Lots which in the aggregate have allocated to them such specified percentage of votes in the Association when compared to the total allocated to all Lots then subject to Security Interests held by Eligible Mortgagees.

Section 14.03. Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

- (a) Any condemnation loss or any casualty loss exceeding \$10,000 which affects a portion of the Common Elements;
- (b) Any delinquency in the payment of Common Expense assessments owed by an Owner whose Lot is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 14.04; and
- (e) Any judgment rendered against the Association.

Section 14.04. Consent Required.

(a) Document Changes. Notwithstanding any lower requirement permitted by this Declaration or the Act, no amendment of any material provision of the Documents by the Association or Lot Owners described in this Subsection may be effective without the vote of at least sixty-seven percent (67%) of the Lot Owners (or any greater Lot Owner vote required in this Declaration or the Act) and until approved in writing by at least fifty-one percent (51%) of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration). The foregoing approval requirements do not apply to amendments effected by the exercise of any Development Right. Material includes, but is not limited to, any provision affecting:

- (1) Assessments, assessment liens or subordination of assessment liens;
- (2) Voting rights;
- (3) Reserves for maintenance, repair and replacement of Common Elements;
- (4) Responsibility for maintenance and repairs;
- (5) Reallocation of interests in the Common Elements or Limited Common Elements, including any change in the pro rata interest or obligations of any Lot Owner for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, except that when Limited Common Elements

are reallocated by agreement between Lot Owners, only those Lot Owners and only the Eligible Mortgagees holding Security Interests in such Lots must approve such action;

- (6) Rights to use Common Elements and Limited Common Elements;
- (7) Boundaries of Lots except that when boundaries of only adjoining Lots are involved, or a Lot is being subdivided, then only those Lot Owners and the Eligible Mortgagees holding Security Interests in such Lot or Lots must approve such action;
- (8) Convertibility of Lots into Common Elements or Common Elements into Lots;
- (9) Abandonment, partition, subdivision, expansion or contraction of the Common Interest Community, or the addition, annexation, partition, subdivision or withdrawal of property to or from the Common Interest Community;
- (10) Insurance or fidelity bonds, including the use of hazard insurance proceeds for losses to any property in the Common Interest Community for other than the repair, replacement or reconstruction of such property except as provided by AS 34.08.440(h);
- (11) Leasing of Lots;
- (12) Imposition of restrictions on a Lot Owner's right to sell or transfer his or her Lot;
- (13) Establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
- (14) Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than that specified in the Documents;
- (15) Termination of the Common Interest Community for reasons other than the substantial destruction or condemnation, as to which a sixty-seven percent (67%) Eligible Mortgagee approval is required; and
- (16) Any provisions that expressly benefit mortgage holders, insurers or guarantors.

(b) Actions. Notwithstanding any lower requirement permitted by this Declaration or the Act, the Association may not take any of the following actions other than rights reserved to the Declarant as Special Declarant Rights without the approval of at least 51% of the Eligible Mortgagees:

- (1) Convey or encumber the Common Elements or any portion thereof (as to which an 80% Eligible Mortgagee approval is required). (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Common Interest Community will not be deemed a transfer within the meaning of this clause);
- (2) The establishment of self-management when professional management had been required previously by any Eligible Mortgagee;
- (3) The restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Documents;
- (4) The termination of the Common Interest Community for reasons other than substantial destruction or condemnation, as to which a sixty-seven percent (67%) Eligible Mortgagee approval is required;
- (5) The merger of this Common Interest Community with any other common interest community;
- (6) The granting of any easements, leases, licenses and concessions through or over the Common Elements (excluding, however, any utility easements serving or to serve the Common Interest Community and excluding any leases, licenses or concessions for no more than one year);
- (7) The assignment of the future income of the Association, including its right to receive Common Expense assessments; and
- (8) Any action taken not to repair or replace the Property.

(c) The Association may not change the period for collection of regularly budgeted Common Expense assessments to other than monthly without the consent of all Eligible Mortgagees.

(d) The failure of an Eligible Mortgagee to respond within thirty (30) days to any written request of the Association for approval of a non-material addition or amendment to the Documents shall constitute an implied approval of the addition or amendment.

Section 14.05. Development Rights. No Development Rights may be voluntarily abandoned or terminated by the Declarant unless all persons holding Security Interests in the Development Rights consent to the abandonment, or termination.

Section 14.06. Inspection of Books. The Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the books and records of the Association during normal business hours.

Section 14.07. Financial Statements. The Association shall provide any Eligible Mortgagee or Eligible Insurer which submits a written request, with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if:

- (a) the Common Interest Community contains fifty or more Lots, in which case the cost of the audit shall be a Common Expense; or
- (b) any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer shall bear the cost of the audit.

Section 14.08. Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law, or in equity.

Section 14.09. Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend any meeting which a Lot Owner may attend.

Section 14.10. Appointment of Trustee. In the event of damage or destruction or condemnation of all or a portion of the Common Interest Community, any Eligible Mortgagee may require that such proceeds be payable to a Trustee established pursuant to this Declaration. Such Trustee may be required to be a corporate trustee licensed by the State of Alaska. Proceeds will thereafter be distributed pursuant to the provisions of this Declaration or pursuant to a condemnation award. Unless otherwise required, the members of the Executive Board acting by majority vote through the president may act as Trustee.

In the future and from time to time, Eligible Mortgagees and Insurers (AHFC, FNMA, FHLMC, FHA, VA, etc.) may adopt provisions that relate to the financing of improvements on the Lots or require the Association to notify the Eligible Mortgagees

SCHEDULE A-1
DESCRIPTION OF LAND

LOTS AND COMMON ELEMENTS SUBJECT TO DECLARATION
AND NOT SUBJECT TO DEVELOPMENT RIGHTS:

Lots 1-3, Block 1, Lots 1-35, Block 2, and Tracts A and A-1, SPRUCE MEADOWS SUBDIVISION, according to Plat No. 99-123, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

REAL PROPERTY SUBJECT TO DEVELOPMENT RIGHTS
(INCLUDING BUT NOT LIMITED TO THE RIGHT TO WITHDRAW):

Tract B, SPRUCE MEADOWS SUBDIVISION, according to Plat No. 99-123, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

SCHEDULE A-2
PLAT

CERTIFICATE OF OWNERSHIP and DEDICATION
 I, the undersigned, being the owner of the above described premises, do hereby certify that the same are owned by me and that I am the legal owner thereof and that I have the right to dispose of the same as I see fit.

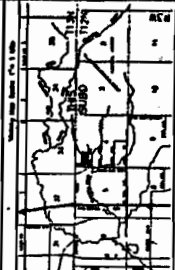
NOTARY ACKNOWLEDGMENT
 Notary Public in and for the State of Illinois
 My Comm. Expires 12/31/2022
 Notary Seal

NOTARY ACKNOWLEDGMENT
 Notary Public in and for the State of Illinois
 My Comm. Expires 12/31/2022
 Notary Seal

LEGEND
 1. Proposed Street
 2. Proposed Alley
 3. Proposed Drive
 4. Proposed Parkway
 5. Proposed Road
 6. Proposed Highway

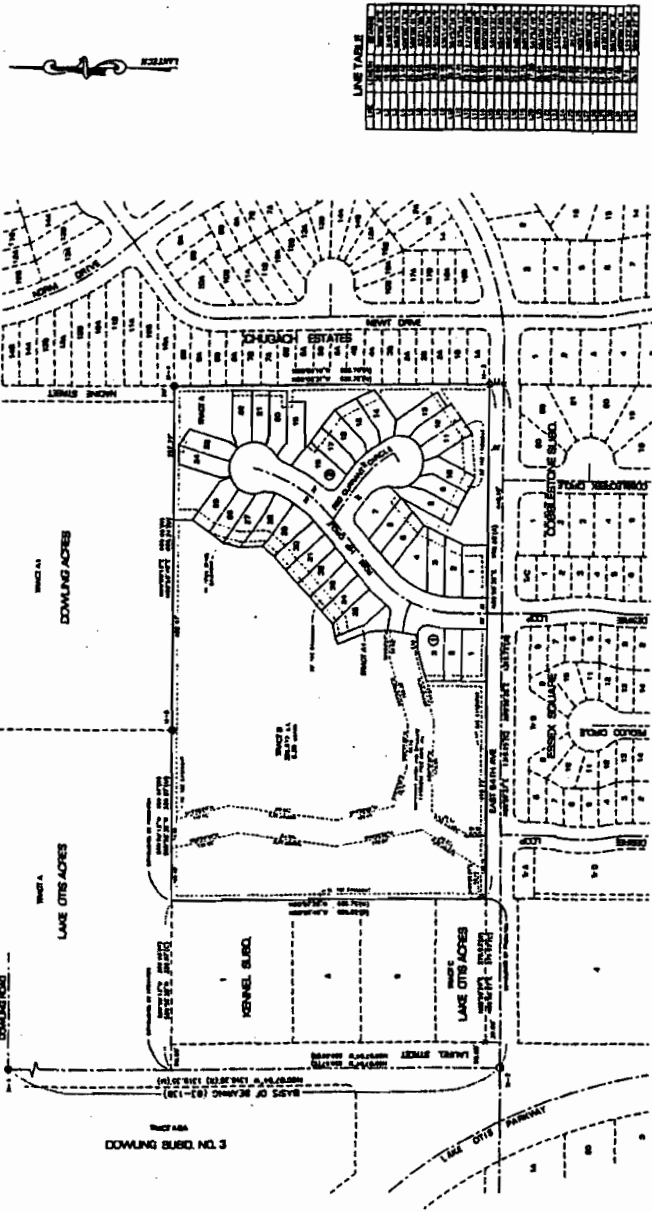
BLVD/DRIVE CERTIFICATE
 This certificate is required for all proposed blvd/drive streets. It shall be filed with the plat and shall be subject to the approval of the Board of Transportation and Public Works.

PLAT APPROVAL
 Approved by the Board of Transportation and Public Works on 10/15/2021.

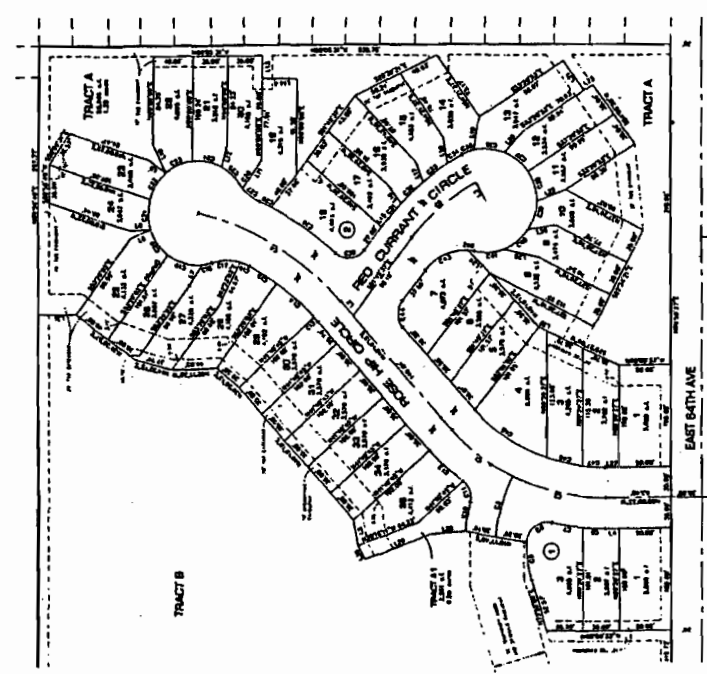


Spruce Meadows Phase 1
 LOTS 1 THROUGH 100
 TRACTS A, B & C

Latentech
 LAND & CONSTRUCTION SURVEYORS & ENGINEERS
 1000 N. W. 10th St., Suite 100, Ft. Lauderdale, FL 33304
 Phone: (954) 561-1111
 Fax: (954) 561-1112
 Email: info@latentech.com



Curve No.	Stationing	Radius (ft.)	Delta (deg.)	Length (ft.)	Chord (ft.)	Offset (ft.)
1	1+00.00 to 1+100.00	1000.00	90.00	157.08	100.00	10.00
2	1+100.00 to 1+200.00	1000.00	90.00	157.08	100.00	10.00
3	1+200.00 to 1+300.00	1000.00	90.00	157.08	100.00	10.00
4	1+300.00 to 1+400.00	1000.00	90.00	157.08	100.00	10.00
5	1+400.00 to 1+500.00	1000.00	90.00	157.08	100.00	10.00
6	1+500.00 to 1+600.00	1000.00	90.00	157.08	100.00	10.00
7	1+600.00 to 1+700.00	1000.00	90.00	157.08	100.00	10.00
8	1+700.00 to 1+800.00	1000.00	90.00	157.08	100.00	10.00
9	1+800.00 to 1+900.00	1000.00	90.00	157.08	100.00	10.00
10	1+900.00 to 2+000.00	1000.00	90.00	157.08	100.00	10.00



ACCEPTANCE OF DEDICATION
 I, the undersigned, being the owner of the above described premises, do hereby certify that the same are owned by me and that I am the legal owner thereof and that I have the right to dispose of the same as I see fit.

TAX CERTIFICATION
 I hereby certify that the above described premises are subject to the payment of taxes to the City of Chicago, Cook County, Illinois, and that the same are not subject to any other taxes.

APPROVED: [Signature]
 Notary Public in and for the State of Illinois
 My Comm. Expires 12/31/2022

5020G87578PG0205

N00°06'10"W 629.70'(R)
N00°05'31"W 629.76'(M)

ESTABLISHED BY PRORATION

S89°59'12"W 329.97'(R)
S89°58'38"W 329.87'(M)

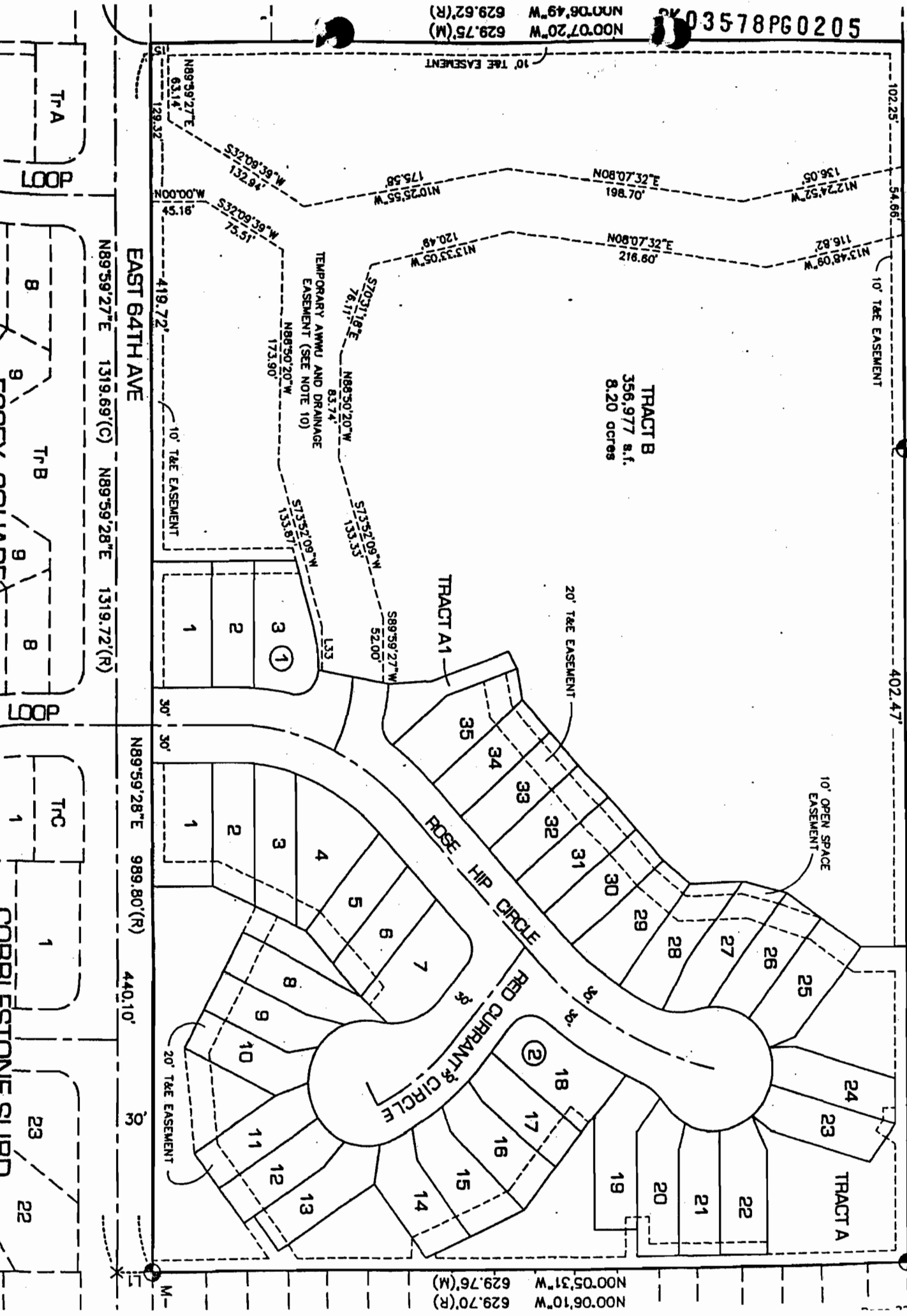
M-5

N89°59'12"E 659.95'(R)
N89°59'49"E 660.24'(M)

257.77'

30' M-

N00°06'10"W 629.70'(R)
N00°05'31"W 629.76'(M)



EAST 64TH AVE

ROSE HIP CIRCLE
RED CURRANT CIRCLE

N89°59'27"E 1319.69'(C) N89°59'28"E 1319.72'(R)

N89°59'28"E 989.80'(R) 440.10'

N89°59'28"E 989.80'(R)

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C29	79.37	310.00	39.90	79.15	14°40'10"	N33°07'00"W
C30	32.48	20.00	21.10	29.03	93°03'38"	S05°13'48"E
C31	18.87	230.00	9.44	18.87	04°42'03"	N49°24'35"W
C32	30.00	230.00	15.02	29.98	07°28'24"	N43°19'22"W
C33	30.00	230.00	15.02	29.98	07°28'24"	N35°50'58"W
C34	17.06	230.00	8.54	17.06	04°15'02"	N29°59'15"W
C35	12.94	50.00	6.51	12.90	14°49'41"	N20°26'54"W
C36	30.00	50.00	15.47	29.55	34°22'39"	N04°09'16"E
C37	30.42	50.00	15.47	29.55	34°22'39"	N38°31'55"E
C38	30.00	50.00	15.47	29.55	34°22'39"	N72°54'34"E
C39	30.00	50.00	15.47	29.55	34°22'39"	S72°42'47"E
C40	30.00	50.00	15.47	29.55	34°22'39"	S38°20'08"E
C41	28.73	50.00	14.77	28.33	32°55'10"	S04°41'13"E
C42	7.04	50.00	3.53	7.04	08°04'14"	N07°44'15"E
C43	48.40	50.00	26.29	46.53	55°27'44"	N24°01'45"W
C44	27.90	20.00	16.76	25.69	79°55'08"	S88°16'49"W
C45	85.78	170.00	43.82	84.87	28°54'36"	S33°51'57"W
C46	36.04	170.00	18.09	35.97	12°08'47"	S13°20'15"W
C47	21.58	170.00	10.81	21.57	07°16'25"	S03°37'39"W
C48	126.77	120.00	70.02	120.96	60°31'47"	S30°15'53"E

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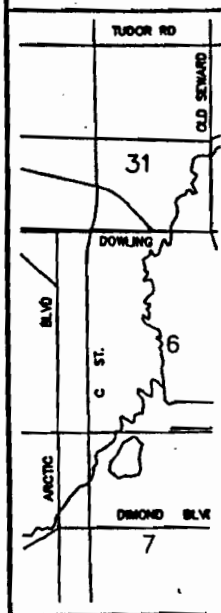
PLAT /

Plat approv
Platting Aut
this 6th

Rosini
Authorized

NOTES

- 1-1/4" Plastic Caps on 5/8"x 30" Rebar set at all lot corners unless otherwise noted.
- 1-1/2" Aluminum Caps on 5/8"x 30" Rebar set at all street P.C.'s, P.T.'s and S.I.'s.
- All lot lines are non radial unless otherwise noted.
- This is a cluster development subject to compliance with the requirements of AMC 21.50.210 and the cluster site and landscape plans approved by the Platting Board as amended.
- Direct vehicular access to East 64th Avenue from any lot within the subdivision is prohibited.
- Direct vehicular access from lots 7 and 18, Block 2 to Rose Hip Circle is prohibited.
- Open Space Tract A & A1 is to be deeded to and maintained by the Homeowners Association.
- This plat is restricted to single-family homes.
- Landscaping and fencing shall be installed by the developer in accordance with the approved Site and Landscaping Plan and shall be maintained by the Homeowner's Association.
- The temporary AWWU and Drainage Easement will be automatically vacated with the approval from AWWU and Public Works Engineering when subsequent phases are platted.



S1

STATE OF ALASKA

Anchorage hereby accepts for public purposes the real property dedicating, but not limited to the easeway, alleys, roadways, thoroughfares thereon.

City of Anchorage, Alaska this 3 day of Dec. 1999.

Carroll *Caren J. Mackie*

TAX CERTIFICATION

All real property taxes levied by the Municipality of Anchorage on the area shown on this plat have been paid in full, and if approval is sought between January 1 and the tax due date, there is on deposit with the chief fiscal officer an amount sufficient to pay estimated real property tax for the current year.

Date 12-2-99 *Judith A. Melaney*
Authorized Official

APPROVALS

Platting Officer *J. W. R.* 12-8-99
Municipal Surveyor *Thomas W. Kuyf* 12/1/99

A SUBDIVISION WITHIN RECORDING DISTRICT

L
LAND RECORDS
440 W BEG
ANCHORAGE
562-529

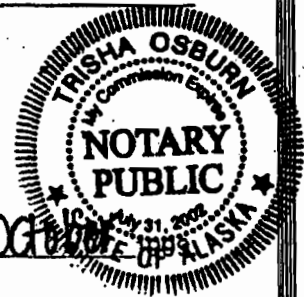
CERTIFICATE OF OWNERSHIP and DEDICATION

I (we), hereby certify that I (we) hold the herein specified property interest in the property described hereon. I (we) hereby dedicate to the Municipality of Anchorage all areas depicted for use as public utility easements, streets, alleys, thoroughfares, parks, and other public areas shown hereon. There shall be reserved adjacent to the dedicated streets shown hereon a slope reservation easement sufficient to contain cut and fill slopes of 1.5 feet horizontal for each 1 foot vertical (1.5 to 1) of cut or fill for the purpose of providing and maintaining the lateral support of the constructed streets. There is reserved to the grantors, their heirs, successors and assigns, the right to use such areas at any time upon providing and maintaining other adequate lateral support, as approved by the Municipality.

I (we) hereby agree to this plat, and to any restrictions or covenant appearing hereon and any such restrictions or covenant shall be binding and enforceable against present and successive owners of this subdivided property.

Paul Palmer

Owner: **SPRUCE MEADOWS INC., Paul Palmer, President**
 4155 Tudor Centre Drive #204
 Anchorage, Alaska 99508



NOTARY ACKNOWLEDGEMENT

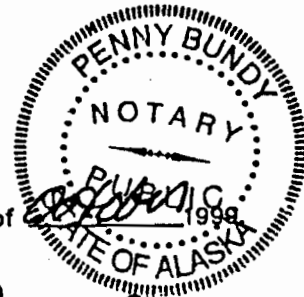
Subscribed and sworn to before me this 28th day of OCTOBER
 FOR: Paul Palmer

July 31, 2002
 My commission expires

Trisha Osburn
 Notary Public

Victor P. Mollazzi

Beneficiary: **NORTHRIM BANK**
 3111 C STREET
 Anchorage, Alaska 99503



NOTARY ACKNOWLEDGEMENT

Subscribed and sworn to before me this 28th day of OCTOBER
 FOR: Victor P. Mollazzi

10/06/02
 My commission expires

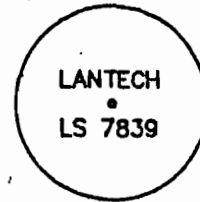
Penny Bundy
 Notary Public

BK03578PG0207

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LEGEND

- ⊕ Found Monument
- Found Aluminum Cap
- (R) Record per Plat 83-138
- (M) Measured
- (C) Computed
- X Computed Point (Nothing Set)
- T&E Telecommunication & Electric



Typical Plastic Cap (Yellow)

SURVEYOR'S CERTIFICATE

I, Michael L. Jokela, professional land surveyor do hereby certify that this plat is a true and correct representation of lands actually surveyed, and that all distances and bearings are shown correctly and that all permanent exterior control monuments, all other monuments, and lot corners have been set and staked. or if final completion is assured by subdivision agreement, they will be set as specified in said subdivision agreement. Lot corners to be set by 8/19/01, Monuments to be set by 8/19/01

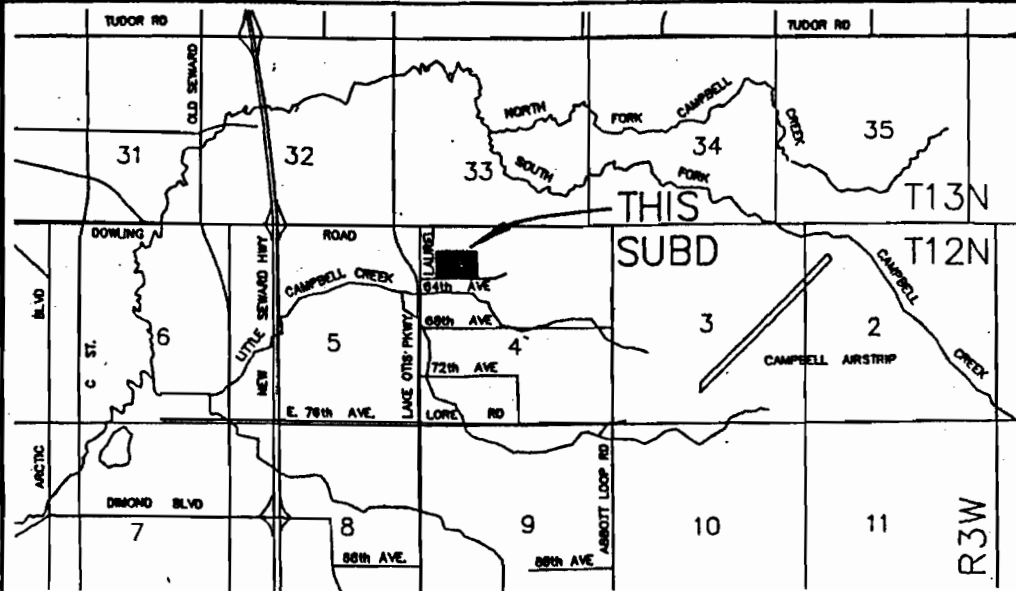
PLAT APPROVAL

Plat approved by the Municipal Platting Authority this 6th day of Dec, 1999.

Robert E. Ward
Authorized Official.



Vicinity Map Scale: 1" = 1 Mile



ise noted.
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SCHEDULE A-3
TABLE OF INTERESTS

<u>Lot No.</u>	<u>Allocation of Liability for Common Expenses</u>	<u>Votes in Association</u>
Lot 1, Block 1	1/38	1
Lot 2, Block 1	1/38	1
Lot 3, Block 1	1/38	1
Lot 1, Block 2	1/38	1
Lot 2, Block 2	1/38	1
Lot 3, Block 2	1/38	1
Lot 4, Block 2	1/38	1
Lot 5, Block 2	1/38	1
Lot 6, Block 2	1/38	1
Lot 7, Block 2	1/38	1
Lot 8, Block 2	1/38	1
Lot 9, Block 2	1/38	1
Lot 10, Block 2	1/38	1
Lot 11, Block 2	1/38	1
Lot 12, Block 2	1/38	1
Lot 13, Block 2	1/38	1
Lot 14, Block 2	1/38	1
Lot 15, Block 2	1/38	1
Lot 16, Block 2	1/38	1
Lot 17, Block 2	1/38	1
Lot 18, Block 2	1/38	1
Lot 19, Block 2	1/38	1
Lot 20, Block 2	1/38	1
Lot 21, Block 2	1/38	1
Lot 22, Block 2	1/38	1
Lot 23, Block 2	1/38	1
Lot 24, Block 2	1/38	1
Lot 25, Block 2	1/38	1
Lot 26, Block 2	1/38	1
Lot 27, Block 2	1/38	1
Lot 28, Block 2	1/38	1
Lot 29, Block 2	1/38	1
Lot 30, Block 2	1/38	1
Lot 31, Block 2	1/38	1
Lot 32, Block 2	1/38	1
Lot 33, Block 2	1/38	1
Lot 34, Block 2	1/38	1
Lot 35, Block 2	1/38	1
TOTAL	100.00%	38

SCHEDULE A-4
EASEMENTS, LICENSES, AND RESTRICTIONS

The Common Interest Community is presently subject to the following easements, licenses, and restrictions:

MATTERS AFFECTING ALL OF THE PROPERTY IN
SPRUCE MEADOWS SUBDIVISION.

1. The reservations and exceptions as contained in the U.S. Patent.
2. The effect of Notes and Wetlands Permit Conditions shown on the Site Plan which is Schedule A-5 to this Declaration.
3. The Right-of-Way Easement granted to Chugach Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded on June 14, 1950, in Book 76, at Page 364, in the Anchorage Recording District, Third Judicial District, State of Alaska.
4. FURTHER SUBJECT TO the easement for telephone distribution system, maintenance and operations granted to the City of Anchorage by instrument recorded December 5, 1956, in Book Vol. 140, at Page 268, in the Anchorage Recording District, Third Judicial District, State of Alaska.
5. FURTHER SUBJECT TO the Notice of Utilization by the State of Alaska, acting by and through the Department of Public Works, of a portion of said premises for road right of way as set forth in the instrument recorded on November 9, 1961, in Misc. Records Vol. 37, at Page 344, in the Anchorage Recording District, Third Judicial District, State of Alaska. This road right-of-way is reflected on the Plat attached as Schedule A-4.
6. FURTHER SUBJECT TO the Right-of-Way Easement granted to Chugach Electric Association, Inc. and its assigns and/or successors in interest, to construct,

operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded August 25, 1964, in Book Misc. Vol. 92, at Page 3, in the Anchorage Recording District, Third Judicial District, State of Alaska.

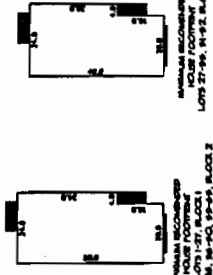
7. FURTHER SUBJECT TO the reservation of all oil, gas and mineral rights reserved in an instrument recorded March 19, 1965, in Book Misc. 298, at Page 107, in the Anchorage Recording District, Third Judicial District, State of Alaska. The oil, gas, and mineral rights are held by private parties which would normally entitle those parties to an implied easement to enter upon the property for the purpose of drilling wells. This would be subject to prohibitions on such activities as contained in the Anchorage Zoning Ordinances.
8. FURTHER SUBJECT TO the easement for telephone system, maintenance, operation and construction and appurtenances thereto granted to the City of Anchorage by instrument recorded May 15, 1970, in Book Misc. Vol. 188, at Page 304, in the Anchorage Recording District, Third Judicial District, State of Alaska.
9. FURTHER SUBJECT TO the easement for drainage purposes and appurtenances thereto granted to Anchorage, a municipal corporation, by instrument recorded June 26, 1987, in Book 1620, at Page 595, in the Anchorage Recording District, Third Judicial District, State of Alaska.
10. FURTHER SUBJECT TO the slope easements as dedicated and reserved on the plat of said Common Interest Community, as follows:

There shall be reserved adjacent to the dedicated streets shown hereon a slope reservation easement sufficient to contain cut and fill slopes of 1.5 feet horizontal for each 1 foot vertical (1.5 to 1) of cut or fill for the purpose of providing and maintaining the lateral support of the constructed streets. There is reserved to the grantors, their

successors and assigns, the right to use such areas at any time upon providing and maintaining other adequate support, as provided by the Municipality.

11. FURTHER SUBJECT TO the effect of the notes which appear on the Plat of Spruce Meadows Subdivision, under Plat No. 99-123 which is attached as Schedule A-2, and the Site Plan for Spruce Meadows Subdivision, which is attached as Schedule A-2.
12. FURTHER SUBJECT TO the easements as dedicated and shown on Plat No. 99-123 of Spruce Meadows Subdivision.
13. FURTHER SUBJECT TO the Notice Subdivision Agreement recorded on September 20, 1999, in Book 3537, at Page 506, in the Anchorage Recording District, Third Judicial District, State of Alaska.
14. FURTHER SUBJECT TO the Water Main Extension Agreement recorded on September 24, 1999, in Book 3540, at Page 239, in the Anchorage Recording District, Third Judicial District, State of Alaska.
15. FURTHER SUBJECT TO the Sanitary Sewer Extension Agreement recorded on September 24, 1999, in Book 3540, at Page 261, in the Anchorage Recording District, Third Judicial District, State of Alaska.
16. FURTHER SUBJECT TO the Right-of-Way Easement granted to Chugach Electric Association, Inc. and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded November 5, 1999, in Book 3560, at Page 316, in the Anchorage Recording District, Third Judicial District, State of Alaska.
17. FURTHER SUBJECT TO the Utility Easement and appurtenances granted to Anchorage Water and Wastewater by instrument recorded November 29, 1999, in Book, 3569, at Page 225, in the Anchorage Recording District, Third Judicial District, State of Alaska.

SCHEDULE A-5
SITE PLAN



Open Space Summary
 Open Space Tracts - 2.71 Acres
 Open Space Elements - 0.00 Acres
 Total - 2.71 Acres or 19.6%

Upward areas with E.O.W. - 0.55 Acres
 Sidewalks - 0.40 Acres
 Private Open Space (Yards) - 4.5 Acres
 Total - 5.25 Acres or 37%

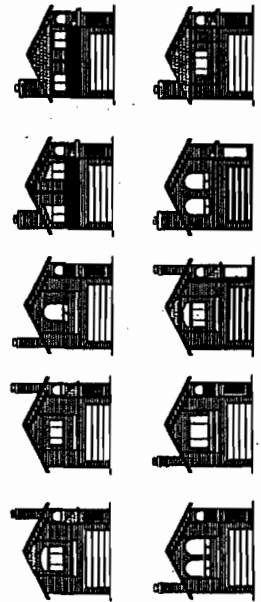
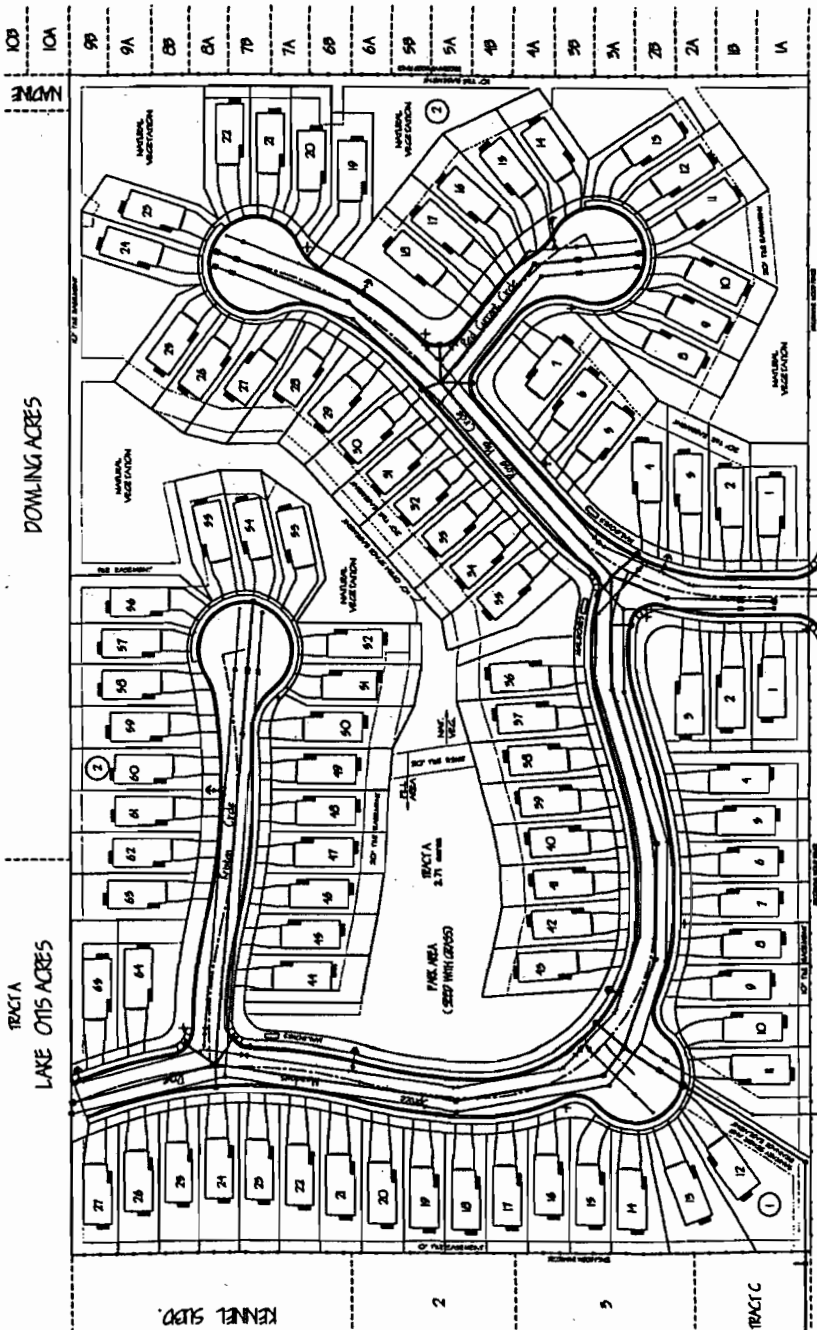
Site Development Information
 Area Total - 14.9 Acres
 Proposed No. Lots - 92
 Density - 6.17 Lots Per Acre
 Average Lot Size - 5,900 Sq. Ft.
 Zoning - R-29
 Highest Use - Single Family Development
 Utilities - Public Water, Sewer, Storm Drain

MITLANDS PERMIT CONDITIONS

- The Homeowner's Association shall ensure that no unexcused land clearing, excavation of natural, nor abutment of any (1) natural or cultural resources located along the rear lot lines, within the existing vegetation zone a threat to life, safety, or property.
- The open space areas shown on natural vegetation on this site plan shall not be cleared or filled. Construction within and adjacent to the open space areas shall not alter the boundaries of the open space and the area of suitable open space. The other perimeter of the construction shall be clearly marked and delineated to provide equipment or fill encroachment beyond the lot lines and the area of suitable open space.
- Exposed (ES) shall be recontaminated within 12 months after placement. Seeding shall not be done after September 15. Prior to site disturbance, site surface shall be properly stabilized around the margins of wetlands to be undisturbed, as well as the open space where no fill will be placed.
- The project shall be phased, beginning on the eastern side of the property, with work on a phase not beginning until 75% of the lots in the previous phase have been sold.
- Site clearing shall be limited to the period between July 15 and April 15 for rework direct resulting to existing vegetation. The only exceptions to this timing window shall be made by USFWS personnel contacting the Albany District to report that there is no danger to existing migratory birds.

SITE PLAN

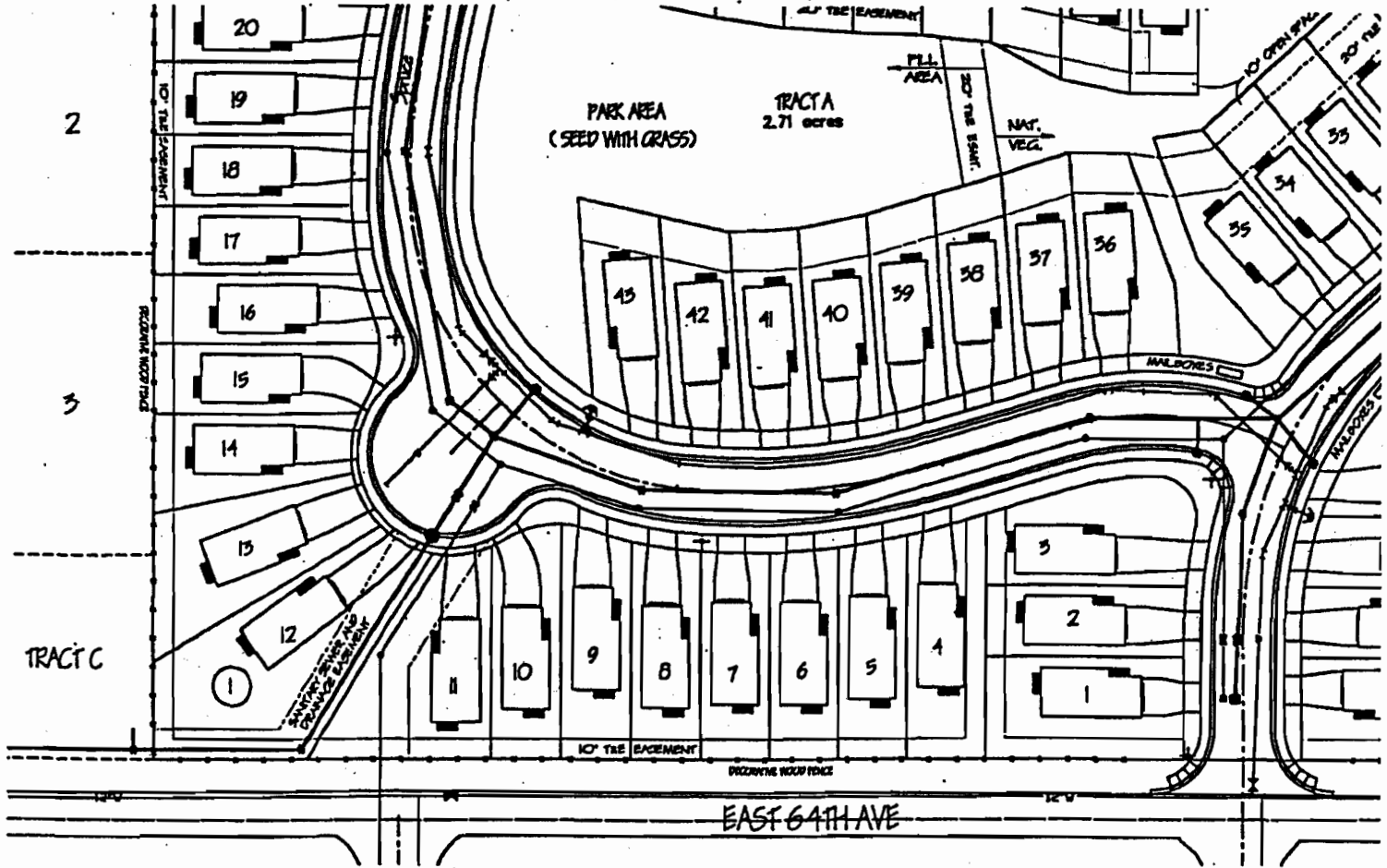
Spruce Meadows
 LOTS 1 THRU 27, BLOCK 1, LOTS 1 THRU 49, BLOCK 2, TRACT A
 A SUBDIVISION OF TRACT A, LAKE OTIS ACRES (17.66 ACRES) LOCATED WITHIN SECTION 1, T12N, R13W, S4E, AND PORTION OF SECTION 2, T12N, R13W, S4E, AND PORTION OF SECTION 3, T12N, R13W, S4E, ALBANY COUNTY, NEW YORK.
 LINDA M. GIBBS CONSULTING SURVEYORS & ENGINEERS
 100 WEST 10TH STREET, SUITE 100, ALBANY, NY 12206
 518-486-1111 FAX 518-486-1112
 10/22/19



APPROVED HOUSE FRONT STYLES

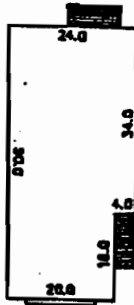
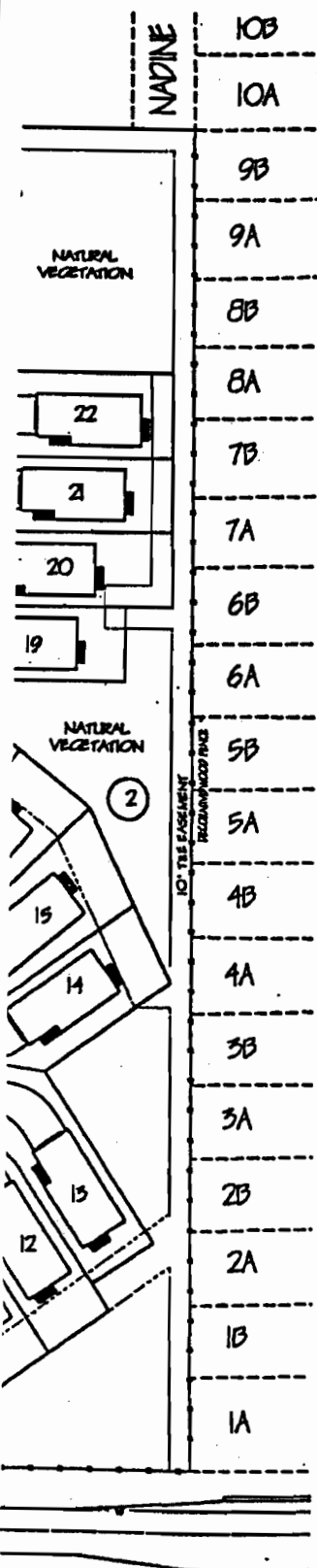
- NOTES:**
- This is a cluster development subject to compliance with the requirements of NYC Z.R.O.20 and the cluster site and landscape plan approved by the Planning Board as amended.
 - Direct vehicular access to East 64th Avenue from any lot within the subdivision is prohibited.
 - Direct vehicular access from Lots 7 and 10, Block 2 to Rose Hill Circle is prohibited.
 - Gravelhok Tract A is an open space tract and is to be dedicated to and maintained by the Homeowner's Association.
 - This plan is restricted to single-family homes.
 - Landscape and Access shall be installed by the developer/builder in accordance with this approved Site and Landscape Plan and shall be maintained by the Homeowner's Association.
 - To satisfy landscape requirements, two trees per lot, with a minimum height of 5 feet, shall be planted and all other disturbed areas on each lot shall be reseeded by the developer/builder. Landscaping shall be installed prior to the issuance of a certificate of occupancy unless a bond or escrow account is established to cover the cost of the landscaping.
 - All areas within Open Space Tract A and Open Space Elements shall retain natural vegetation except for the final park area and utility easements which shall be installed with grass seed. (See wetlands permit conditions)
 - This site plan shall be used as a reference in placement of homes.
 - House front styles and color schemes shall vary. No similar house fronts shall be used within four homes up or down, on either side of the street. No similar color schemes shall be used within the homes up or down, on either side of the street. Houseing styles not shown on this site plan are subject to administrative approval by the planning department.

Gibbs

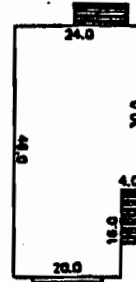


NOTES:

1. This is a cluster development subject to compliance with the requirements of AMC 21.50.210 and this cluster site and landscape plan approved by the Platting Board as amended.
2. Direct vehicular access to East 64th Avenue from any lot within the subdivision is prohibited.
3. Direct vehicular access from Lots 7 and 18, Block 2 to Rose Hip Circle is prohibited.
4. Greenbelt Tract A is an open space tract and is to be deeded to and maintained by the Homeowners Association.
5. This plat is restricted to single-family homes.
6. Landscaping and fencing shall be installed by the developer/ builder in accordance with this approved Site and Landscaping Plan and shall be maintained by the Homeowner's Association.
7. To satisfy landscaping requirements, two trees per lot, with a minimum height of 5 feet, shall be planted and all other disturbed areas on each lot shall be hydro-seeded by the developer/ builder. Landscaping shall be installed prior to the issuance of a certificate of occupancy unless a bond or escrow account is established to cover the cost of the Landscaping.
8. All areas within Open Space Tract A and Open Space Easements shall retain natural vegetation except for the filled park area and utility easements which shall be seeded with grass seed. (See wetlands permit conditions)
9. This site plan shall be used as a reference in placement of homes.
10. House front styles and color schemes shall vary. No similar house front shall be used within four homes up or down, on either side of the street. No similar color scheme shall be used within five homes up or down, on either side of the street. Housing styles not shown on this site plan are subject to administrative approval by the planning department.



MAXIMUM RECOMMENDED HOUSE FOOTPRINT
LOTS 1-27, BLOCK 1
LOTS 1-26, 36-50, 59-69, BLOCK 2



MAXIMUM RECOMMENDED HOUSE FOOTPRINT
LOTS 27-99, 91-92, BLOCK 2



Site Development Information

Area Total	-	14.3 Acres
Proposed No. Lots	-	92
Density	-	6.5 D.U. Per Acre
Average Lot Size	-	3,500 Sq.Ft.
Zoning	-	R-35L
Housing Type	-	Single Family Development
Utilities	-	Public Water, Sewer, Storm Drain

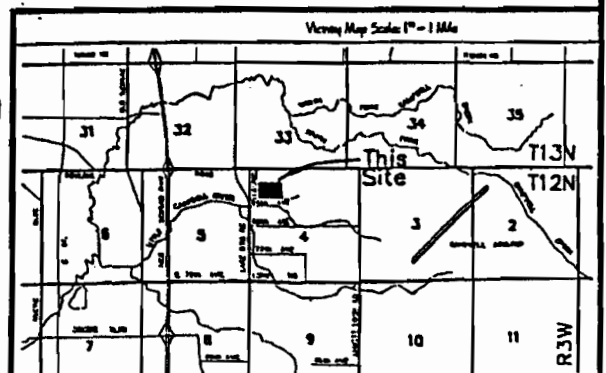
Open Space Summary

Open Space Tracts	=	2.71 Acres
Open Space Easements	=	0.10 Acres
Total	=	2.81 Acres or 19.6%
Unpaved areas within R.O.W.	=	0.55 Acres
Sidewalks	=	0.40 Acres
Private Open Space (Yards)	=	4.3 Acres
Total	=	5.25 Acres or 37%

WETLANDS PERMIT CONDITIONS:

1. The Homeowner's Association shall ensure that no mechanized land clearing, excavation of material, nor discharge of any fill material will occur in the 10 foot greenbelt easements located along the rear lot lines, unless the existing vegetation poses a threat to life, safety, or property.
2. The open space areas shown as natural vegetation on this site plan shall not be cleared or filled. Construction vehicles and equipment shall not enter wetlands outside the boundaries of the outer lots and the area of useable open space. The outer perimeter of the construction site shall be clearly staked and delineated to preclude equipment or fill encroachment beyond the lot lines and the area of useable open space.
3. Exposed fills shall be revegetated within 12 months after placement. Seeding shall not be done after September 15. Prior to site disturbance, silt curtains shall be properly installed around the margins of wetlands to be undisturbed, as well as the open space where no fill will be placed.
4. This project shall be phased, beginning on the eastern side of the property, with work on a phase not beginning until 75% of the lots in the previous phase have been sold.
5. Site clearing shall be limited to the period between July 15 and April 15 to reduce direct mortality to nesting migratory birds. The only exceptions to this timing window shall be made by USFWS personnel contacting the Alaska District to report that there is no danger to nesting migratory birds.

SITE PLAN



077178
ANCHORAGE
RECORDING DISTRICT

141-CC

1999 DE 21 PM 1:50

REQUESTED BY

Burkeston &
Malcom



RETURN TO:

JAMES M. COLLUM
 BANKSTON & M. S. COLLUM
 550 W. 7TH AVE. #1800
 ANCHORAGE, AK 99501

AMENDMENT NO. 1 TO
 DECLARATION

OF

SPRUCE MEADOWS SUBDIVISION

Spruce Meadows Subdivision Homeowners Association, Inc. ("Spruce Meadows"), an Alaska nonprofit corporation, with an office at 360 E. 100th Avenue, Anchorage, Alaska 99515, pursuant to AS 34.08.250 and pursuant to that certain Declaration, Spruce Meadows Subdivision, a Common Interest Community, dated December 21, 1999, and recorded on the 21st day of December, 1999, in Book 3578, Page 174 and successive pages, and as set forth in Plat No. 99-123 in the Anchorage Recording District, Third Judicial District, State of Alaska, does hereby amend the Declaration which affected certain property described as Lots 1-3, Block 1, and Lots 1-35, Block 2, and Tracts A and A-1, SPRUCE MEADOWS SUBDIVISION, according to the official plat thereof, filed under Plat No. 99-123, records of the Anchorage Recording District, Third Judicial District, State of Alaska as set forth below:

WHEREAS, Spruce Meadows desires to amend Section 8.01, Use and Occupancy Restrictions, subsection (p), Parking and Vehicle Restrictions and Storage; and

WHEREAS, this amendment was approved by the owner of 67 percent of all of the Lot in the planned community, and approved by the Board of Directors of Spruce Meadows.

NOW, THEREFORE, Section 8.01, subsection (p), of the Declaration is amended to read in its entirety as follows:

Section 8.01. Use and Occupancy Restrictions. Subject to the Special Declarant Rights reserved by the Declarant, the following use restrictions apply to all Lots and to the Common Elements:

(p) Parking and Vehicle Restrictions and Storage

No wrecked, inoperative, vandalized or otherwise derelict-appearing automobiles, and no trailers, mobile homes, truck campers, detached camper units, boats, motorcycles, snowmachines, all-terrain vehicles, and recreational vehicles of any type, whether operative or inoperative, shall be kept, placed, stored, or maintained upon any Lot, except within an enclosed garage, or screened so that the item is not visible from the public streets, an adjoining Lot, or a nearby house. Fencing, landscaping, or natural vegetation may act as the screen. The purpose of this provision is to keep these stored vehicles as well as any equipment out of sight. Fuel storage is prohibited.

2000 NOV 13 AM 11:43

REQUESTED BY BANKSTON & MCCOLLUM

No Lot or street may be used for the storage of any equipment, materials or merchandise used or to be sold in a business or trade. All owners shall comply with the parking ordinances of the Municipality of Anchorage which are applicable to residential neighborhoods. There shall be no on-street overnight parking.

No large commercial van, business related vehicle (e.g. dump trucks), heavy equipment such as bulldozers and road graders may be kept on any Lot or street except during the time it is actually working in the Common Interest Community in a continuous manner. No Lot or street may be used for the storage of any equipment, materials or merchandise used or to be sold in a business or trade.

Notwithstanding the above provisions, campers, boats, and motor homes are allowed to be parked in driveways during the period of May 1 through September 30. If they are parked in the driveways at any other time, the Association may impose a fine against the Lot Owner.

THE SPRUCE MEADOWS SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

By: [Signature]

Its: PRESIDENT

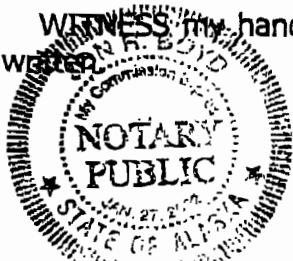
057895

ANCHORAGE RECORDING DISTRICT

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY that on the 17th day of October, 2000, before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared BRES RUNSEY, to me known and known to me to be the PRESIDENT of **THE SPRUCE MEADOWS SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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



[Signature]
Notary Public in and for Alaska
My Commission Expires: 1-27-02

RETURN TO:

JAMES McCOLLUM
BANKSTON & McCOLLUM
550 W. 7TH AVE., #1800
ANCHORAGE, AK 99501

AMENDMENT NO. 1 TO
DECLARATION

OF

SPRUCE MEADOWS SUBDIVISION

Spruce Meadows Subdivision Homeowners Association, Inc. ("Spruce Meadows"), an Alaska nonprofit corporation, with an office at 360 E. 100th Avenue, Anchorage, Alaska 99515, pursuant to AS 34.08.250 and pursuant to that certain Declaration, Spruce Meadows Subdivision, a Common Interest Community, dated December 21, 1999, and recorded on the 21st day of December, 1999, in Book 3578, Page 174 and successive pages, and as set forth in Plat No. 99-123 in the Anchorage Recording District, Third Judicial District, State of Alaska, does hereby amend the Declaration which affected certain property described as Lots 1-3, Block 1, and Lots 1-35, Block 2, and Tracts A and A-1, SPRUCE MEADOWS SUBDIVISION, according to the official plat thereof, filed under Plat No. 99-123, records of the Anchorage Recording District, Third Judicial District, State of Alaska as set forth below:

WHEREAS, Spruce Meadows desires to amend Section 8.01, Use and Occupancy Restrictions, subsection (p), Parking and Vehicle Restrictions and Storage; and

WHEREAS, this amendment was approved by the owner of 67 percent of all of the Lot in the planned community, and approved by the Board of Directors of Spruce Meadows.

NOW, THEREFORE, Section 8.01, subsection (p), of the Declaration is amended to read in its entirety as follows:

Section 8.01. Use and Occupancy Restrictions. Subject to the Special Declarant Rights reserved by the Declarant, the following use restrictions apply to all Lots and to the Common Elements:

(p) Parking and Vehicle Restrictions and Storage

No wrecked, inoperative, vandalized or otherwise derelict-appearing automobiles, and no trailers, mobile homes, truck campers, detached camper units, boats, motorcycles, snowmachines, all-terrain vehicles, and recreational vehicles of any type, whether operative or inoperative, shall be kept, placed, stored, or maintained upon any Lot, except within an enclosed garage, or screened so that the item is not visible from the public streets, an adjoining Lot, or a nearby house. Fencing, landscaping, or natural vegetation may act as the screen. The purpose of this provision is to keep these stored vehicles as well as any equipment out of sight. Fuel storage is prohibited.

2000 NOV 13 AM 11:43

REQUESTED BY

BANKSTON & MCCOLLUM

No Lot or street may be used for the storage of any equipment, materials or merchandise used or to be sold in a business or trade. All owners shall comply with the parking ordinances of the Municipality of Anchorage which are applicable to residential neighborhoods. There shall be no on-street overnight parking.

No large commercial van, business related vehicle (e.g. dump trucks), heavy equipment such as bulldozers and road graders may be kept on any Lot or street except during the time it is actually working in the Common Interest Community in a continuous manner. No Lot or street may be used for the storage of any equipment, materials or merchandise used or to be sold in a business or trade.

Notwithstanding the above provisions, campers, boats, and motor homes are allowed to be parked in driveways during the period of May 1 through September 30. If they are parked in the driveways at any other time, the Association may impose a fine against the Lot Owner.

THE SPRUCE MEADOWS SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

By: [Signature]

Its: PRESIDENT

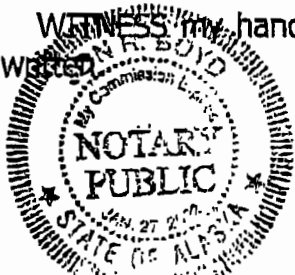
057895

ANCHORAGE RECORDING DISTRICT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 17th day of October, 2000, before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared BRES RUNSEY, to me known and known to me to be the PRESIDENT of **THE SPRUCE MEADOWS SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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



[Signature]
Notary Public in and for Alaska
My Commission Expires: 1-27-02

AMENDMENT NO. 2 TO DECLARATION
OF
SPRUCE MEADOWS SUBDIVISION
EXERCISING DEVELOPMENT RIGHTS

AFTER RECORDATION RETURN TO:

James H. McCollum
Bankston & McCollum, P.C.
550 W. 7th Ave., Ste. 1800
Anchorage, Alaska 99501

AMENDMENT NO. 2 TO
DECLARATION
OF
SPRUCE MEADOWS SUBDIVISION

EXERCISING DEVELOPMENT RIGHTS

White Raven Development, Inc., an Alaska corporation with an office at 360 E 100th Ave, Anchorage Alaska 99515, "Declarant" under a certain Declaration, Spruce Meadows Subdivision, a Common Interest Community, dated December 21, 1999, and recorded on the 21st day of December, 1999, in Book 3578, Page 174 and successive pages, and as set forth in Plat No. 99-123, in the Anchorage Recording District, Third Judicial District, State of Alaska, as amended by Amendment No. 1, recorded on the 13th day of November, 2000, in Book 3721, at Page 019 and successive pages, in the Anchorage Recording District, Third Judicial District, State of Alaska, ("Declaration") pursuant to Section 34.08.180 of the Alaska Uniform Common Interest Ownership Act, and pursuant to reservations of Development Rights reserved pursuant to Section 34.08.130(a)(8) of the Act and Article VI of the Declaration, does hereby amend the Declaration and does hereby declare:

ARTICLE I. Schedule A-1, Description of Common Interest Community, attached hereto is substituted for the current Schedule A-1 of the Declaration which is declared null and void.

ARTICLE II. Schedule A-3, Table of Interests, attached hereto is substituted for the current Schedule A-3 of the Declaration which is declared null and void.

ARTICLE III. Schedule A-2, the Plat attached hereto and filed under Plat No. 2001-13, supplements the current Schedule A-2 of the Declaration as filed under Plat No. 99-123 by reflecting the addition of Lots and Common Elements on Tract B of SPRUCE MEADOWS, according to the official plat thereof, filed under Plat No. 99-123; records of the Anchorage Recording District, Third Judicial District, State of Alaska.

ARTICLE IV. Development rights reserved in the Declaration within Tract B, Spruce Meadows Subdivision, according to the official plat thereof, Plat No. 99-123, are hereby declared terminated.

WHITE RAVEN DEVELOPMENT, INC.

By: _____

Greg Rumsey

Its: Vice President

STATE OF ALASKA

)

)

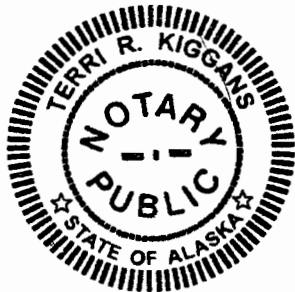
ss.

)

THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the 1 day of December, 2000, before me the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **GREG RUMSEY**, to me known and known to me to be the Vice-President of **WHITE RAVEN DEVELOPMENT, INC.**, and known to me to be the person who signed the foregoing instrument, on behalf of said corporation, and he acknowledged to me that he signed and sealed the same as a free act and deed of the said corporation for the uses and purposes therein expressed pursuant to its bylaws or a resolution of its Board of Directors.

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



Terri R. Kiggans

Notary Public in and for Alaska

My Commission Expires: 1/27/2004

SCHEDULE A-1**LOTS AND COMMON ELEMENTS SUBJECT TO DECLARATION
AND NOT SUBJECT TO DEVELOPMENT RIGHTS:**

Lots 1-3, Block 1, Lots 1-35, Block 2, Tracts A, and A-1, SPRUCE MEADOWS PHASE 1, according to Plat No. 99-123, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Lots 4 thru 27, Block 1, Lots 36 thru 65, Block 2, AND Tract A-2, SPRUCE MEADOWS PHASE 2, according to Plat 2001-13, records of the Anchorage Recording District, Third Judicial District, State of Alaska.

SCHEDULE A-2

PLAT

Empty Page

SCHEDULE A-3

TABLE OF INTERESTS

<u>Lot No.</u>	<u>Allocation of Liability for Common Expenses</u>	<u>Votes in Association</u>
Lot 1, Block 1	1/92	1
Lot 2, Block 1	1/92	1
Lot 3, Block 1	1/92	1
Lot 4, Block 1	1/92	1
Lot 5, Block 1	1/92	1
Lot 6, Block 1	1/92	1
Lot 7, Block 1	1/92	1
Lot 8, Block 1	1/92	1
Lot 9, Block 1	1/92	1
Lot 10, Block 1	1/92	1
Lot 11, Block 1	1/92	1
Lot 12, Block 1	1/92	1
Lot 13, Block 1	1/92	1
Lot 14, Block 1	1/92	1
Lot 15, Block 1	1/92	1
Lot 16, Block 1	1/92	1
Lot 17, Block 1	1/92	1
Lot 18, Block 1	1/92	1
Lot 19, Block 1	1/92	1
Lot 20, Block 1	1/92	1
Lot 21, Block 1	1/92	1
Lot 22, Block 1	1/92	1
Lot 23, Block 1	1/92	1
Lot 24, Block 1	1/92	1
Lot 25, Block 1	1/92	1
Lot 26, Block 1	1/92	1
Lot 27, Block 1	1/92	1
Lot 1, Block 2	1/92	1
Lot 2, Block 2	1/92	1
Lot 3, Block 2	1/92	1
Lot 4, Block 2	1/92	1
Lot 5, Block 2	1/92	1
Lot 6, Block 2	1/92	1
Lot 7, Block 2	1/92	1
Lot 8, Block 2	1/92	1

<u>Lot No.</u>	<u>Allocation of Liability for Common Expenses</u>	<u>Votes in Association</u>
Lot 9, Block 2	1/92	1
Lot 10, Block 2	1/92	1
Lot 11, Block 2	1/92	1
Lot 12, Block 2	1/92	1
Lot 13, Block 2	1/92	1
Lot 14, Block 2	1/92	1
Lot 15, Block 2	1/92	1
Lot 16, Block 2	1/92	1
Lot 17, Block 2	1/92	1
Lot 18, Block 2	1/92	1
Lot 19, Block 2	1/92	1
Lot 20, Block 2	1/92	1
Lot 21, Block 2	1/92	1
Lot 22, Block 2	1/92	1
Lot 23, Block 2	1/92	1
Lot 24, Block 2	1/92	1
Lot 25, Block 2	1/92	1
Lot 26, Block 2	1/92	1
Lot 27, Block 2	1/92	1
Lot 28, Block 2	1/92	1
Lot 29, Block 2	1/92	1
Lot 30, Block 2	1/92	1
Lot 31, Block 2	1/92	1
Lot 32, Block 2	1/92	1
Lot 33, Block 2	1/92	1
Lot 34, Block 2	1/92	1
Lot 35, Block 2	1/92	1
Lot 36, Block 2	1/92	1
Lot 37, Block 2	1/92	1
Lot 38, Block 2	1/92	1
Lot 39, Block 2	1/92	1
Lot 40, Block 2	1/92	1
Lot 41, Block 2	1/92	1
Lot 42, Block 2	1/92	1
Lot 43, Block 2	1/92	1
Lot 44, Block 2	1/92	1
Lot 45, Block 2	1/92	1
Lot 46, Block 2	1/92	1

<u>Lot No.</u>	<u>Allocation of Liability for Common Expenses</u>	<u>Votes in Association</u>
Lot 47, Block 2	1/92	1
Lot 48, Block 2	1/92	1
Lot 49, Block 2	1/92	1
Lot 50, Block 2	1/92	1
Lot 51, Block 2	1/92	1
Lot 52, Block 2	1/92	1
Lot 53, Block 2	1/92	1
Lot 54, Block 2	1/92	1
Lot 55, Block 2	1/92	1
Lot 56, Block 2	1/92	1
Lot 57, Block 2	1/92	1
Lot 58, Block 2	1/92	1
Lot 59, Block 2	1/92	1
Lot 60, Block 2	1/92	1
Lot 61, Block 2	1/92	1
Lot 62, Block 2	1/92	1
Lot 63, Block 2	1/92	1
Lot 64, Block 2	1/92	1
Lot 65, Block 2	<u>1/92</u>	<u>1</u>
TOTAL	100.00%	92

SCHEDULE A-4
EASEMENTS, LICENSES, AND RESTRICTIONS

The Common Interest Community is presently subject to the following easements, licenses, and restrictions:

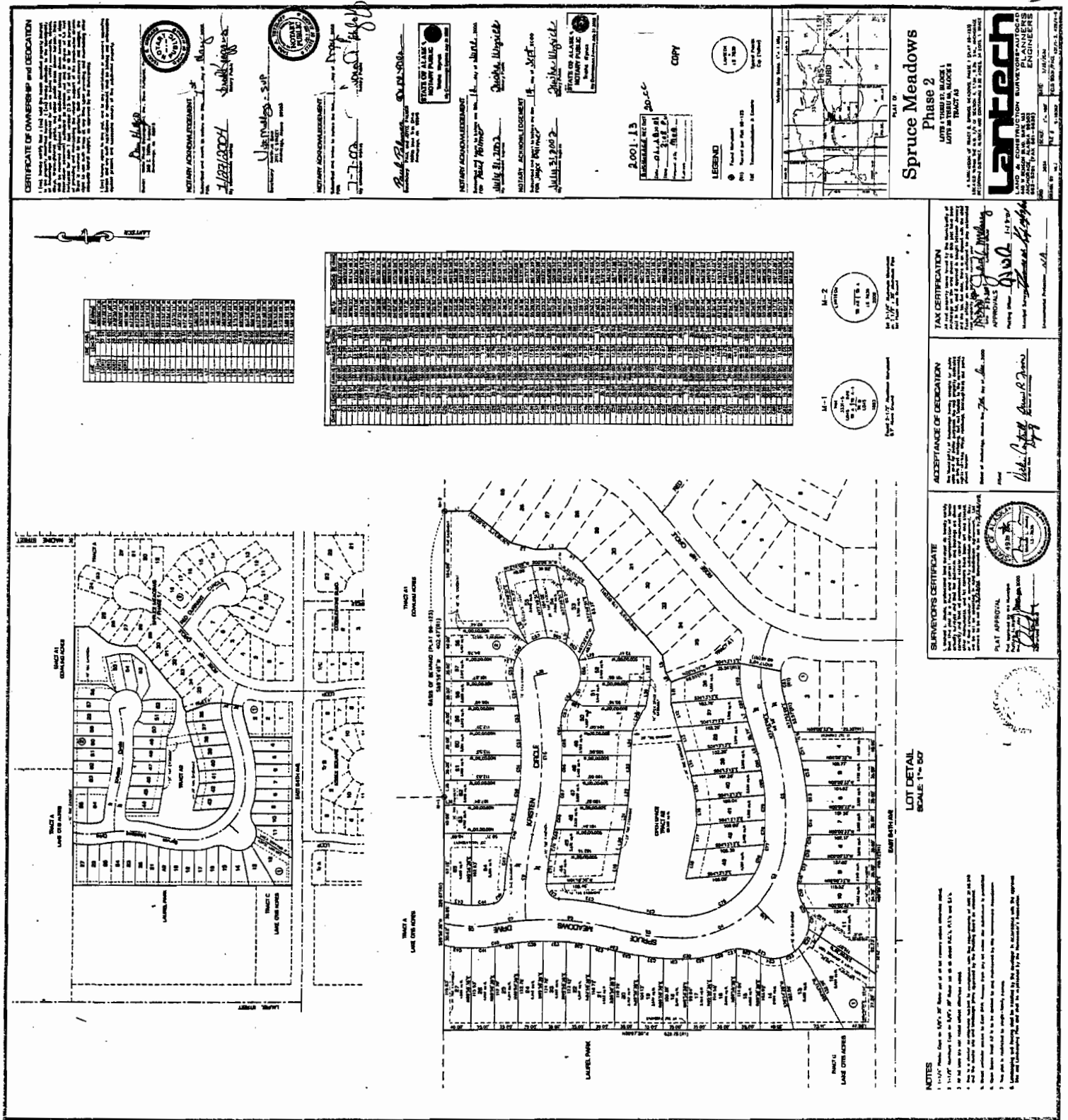
MATTERS AFFECTING ALL OF THE PROPERTY IN SPRUCE MEADOWS SUBDIVISION.

1. The reservations and exceptions as contained in the U.S. Patent.
2. The effect of Notes and Wetlands Permit Conditions shown on the Site Plan which is Schedule A-5 to this Declaration.
3. The Right-of-Way Easement granted to Chugach Electric Association, Inc., and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded on June 14, 1950, in Book 76, at Page 364, in the Anchorage Recording District, Third Judicial District, State of Alaska.
4. FURTHER SUBJECT TO the easement for telephone distribution system, maintenance and operations granted to the City of Anchorage by instrument recorded December 5, 1956, in Book Vol. 140, at Page 268, in the Anchorage Recording District, Third Judicial District, State of Alaska.
5. FURTHER SUBJECT TO the Notice of Utilization by the State of Alaska, acting by and through the Department of Public Works, of a portion of said premises for road right of way as set forth in the instrument recorded on November 9, 1961, in Misc. Records Vol. 37, at Page 344, in the Anchorage Recording District, Third Judicial District, State of Alaska. This road right-of-way is reflected on the Plat attached as Schedule A-2.
6. FURTHER SUBJECT TO the Right-of-Way Easement granted to Chugach Electric Association, Inc. and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded August 25, 1964, in Book Misc. Vol. 92, at Page 3, in the Anchorage Recording District, Third Judicial District, State of Alaska.

7. FURTHER SUBJECT TO the reservation of all oil, gas and mineral rights reserved in an instrument recorded March 19, 1965, in Book Misc. 298, at Page 107, in the Anchorage Recording District, Third Judicial District, State of Alaska. The oil, gas, and mineral rights are held by private parties which would normally entitle those parties to an implied easement to enter upon the property for the purpose of drilling wells. This would be subject to prohibitions on such activities as contained in the Anchorage Zoning Ordinances.
8. FURTHER SUBJECT TO the easement for telephone system, maintenance, operation and construction and appurtenances thereto granted to the City of Anchorage by instrument recorded May 15, 1970, in Book Misc. Vol. 188, at Page 304, in the Anchorage Recording District, Third Judicial District, State of Alaska.
9. FURTHER SUBJECT TO the easement for drainage purposes and appurtenances thereto granted to Anchorage, a municipal corporation, by instrument recorded June 26, 1987, in Book 1620, at Page 595, in the Anchorage Recording District, Third Judicial District, State of Alaska.
10. FURTHER SUBJECT TO the slope easements as dedicated and reserved on the plat of said Common Interest Community, as follows:

There shall be reserved adjacent to the dedicated streets shown hereon a slope reservation easement sufficient to contain cut and fill slopes of 1.5 feet horizontal for each 1 foot vertical (1.5 to 1) of cut or fill for the purpose of providing and maintaining the lateral support of the constructed streets. There is reserved to the grantors, their successors and assigns, the right to use such areas at any time upon providing and maintaining other adequate support, as provided by the Municipality.
11. FURTHER SUBJECT TO the effect of the notes which appear on the Plat of Spruce Meadows Subdivision, under Plat No. 99-123 which is attached as Schedule A-2, and the Site Plan for Spruce Meadows Subdivision, which is attached as Schedule A-2.
12. FURTHER SUBJECT TO the easements as dedicated and shown on Plat No. 99-123 of Spruce Meadows Subdivision.

13. FURTHER SUBJECT TO the Notice Subdivision Agreement recorded on September 20, 1999, in Book 3537, at Page 506, in the Anchorage Recording District, Third Judicial District, State of Alaska.
14. FURTHER SUBJECT TO the Water Main Extension Agreement recorded on September 24, 1999, in Book 3540, at Page 239, in the Anchorage Recording District, Third Judicial District, State of Alaska.
15. FURTHER SUBJECT TO the Sanitary Sewer Extension Agreement recorded on September 24, 1999, in Book 3540, at Page 261, in the Anchorage Recording District, Third Judicial District, State of Alaska.
16. FURTHER SUBJECT TO the Right-of-Way Easement granted to Chugach Electric Association, Inc. and its assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded November 5, 1999, in Book 3560, at Page 316, in the Anchorage Recording District, Third Judicial District, State of Alaska.
17. FURTHER SUBJECT TO the Utility Easement and appurtenances granted to Anchorage Water and Wastewater by instrument recorded November 29, 1999, in Book, 3569, at Page 225, in the Anchorage Recording District, Third Judicial District, State of Alaska.



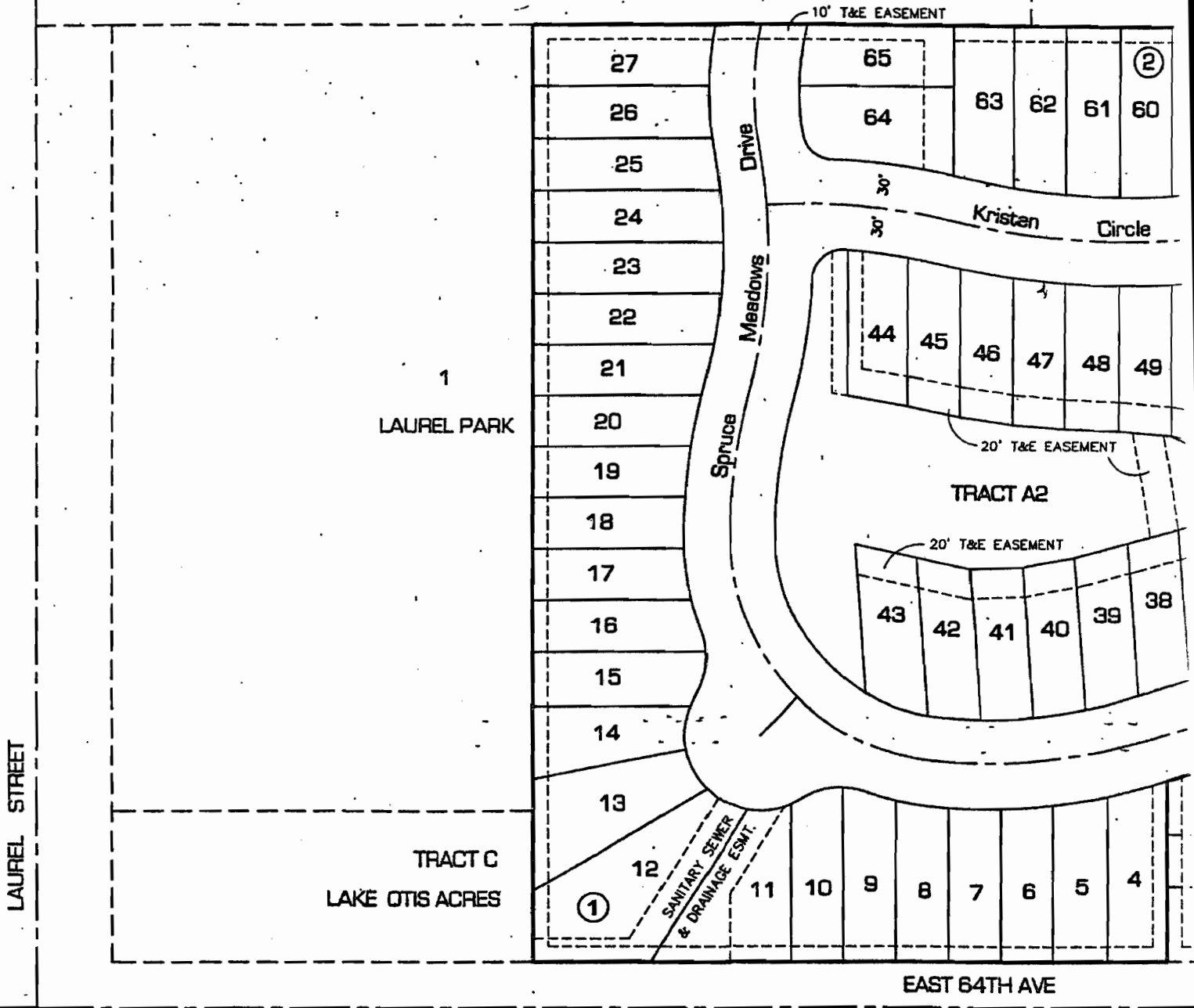
BK 0376 | PG 028 |

LAUREL STREET

1
LAUREL PARK

TRACT C
LAKE OTIS ACRES

TRACT A
LAKE OTIS ACRES

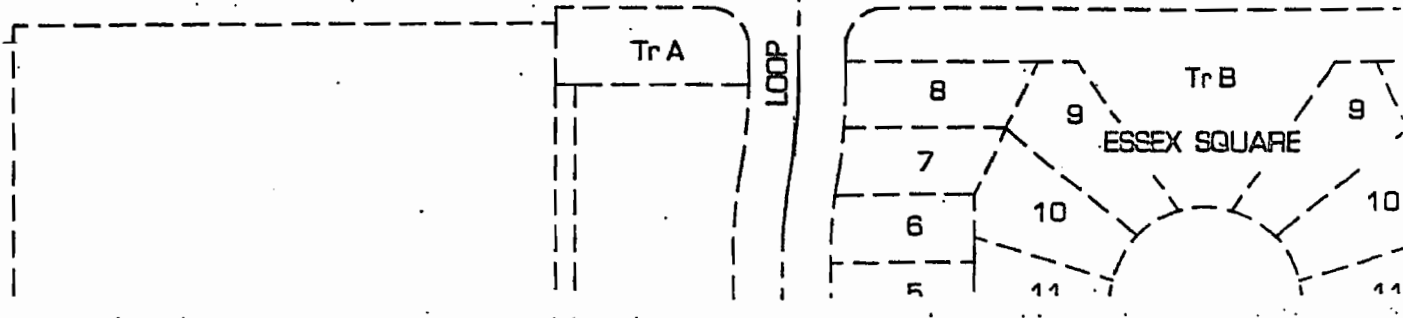


LAUREL STREET

LAUREL PARK

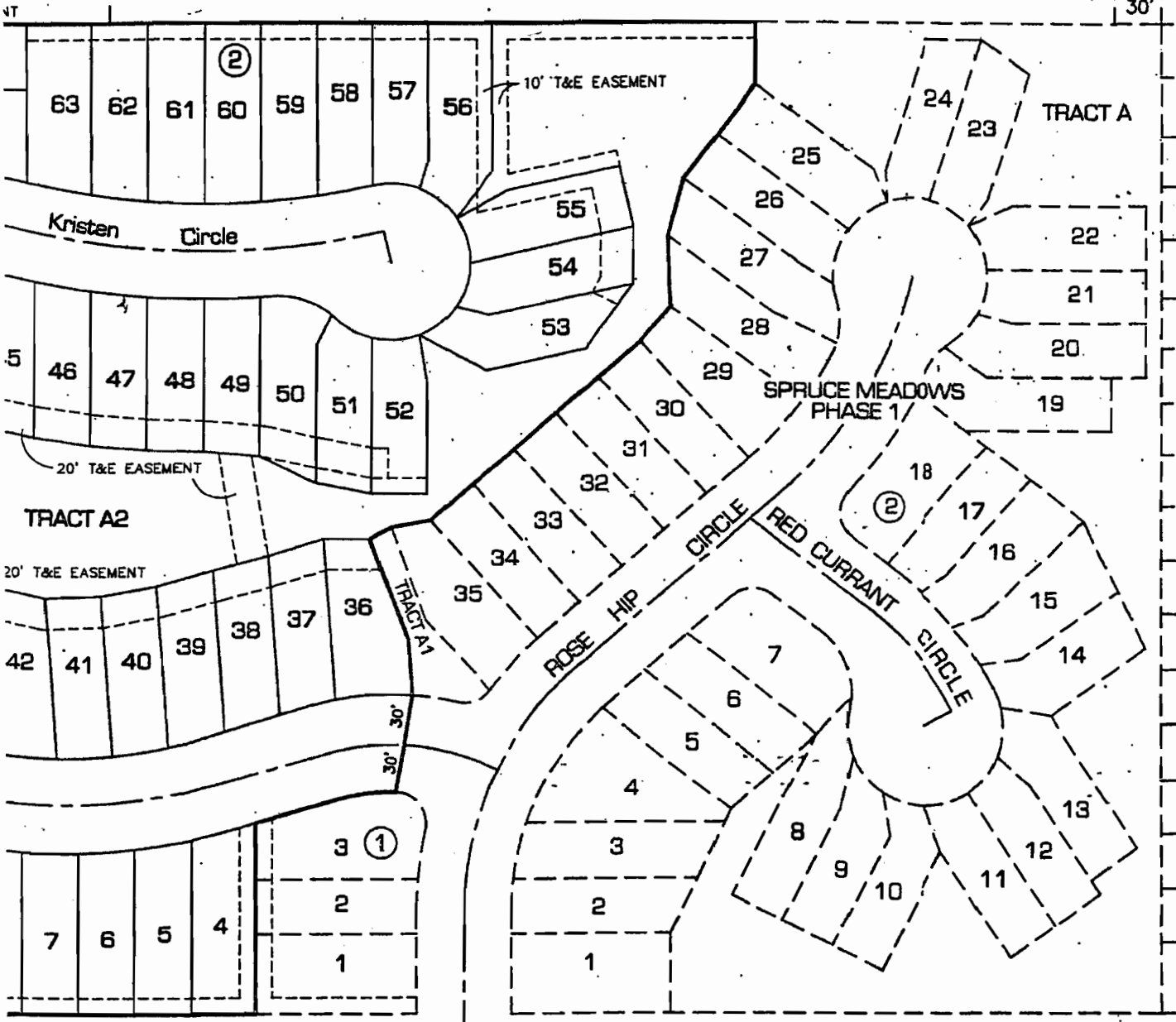
TRACT C
LAKE OTIS ACRES

EAST 64TH AVE

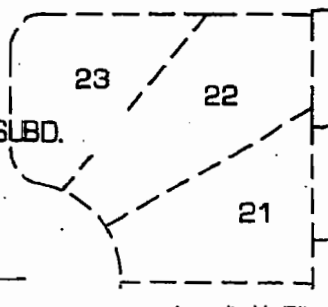
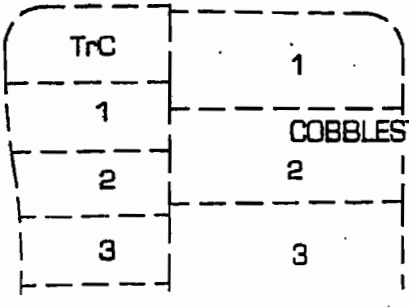
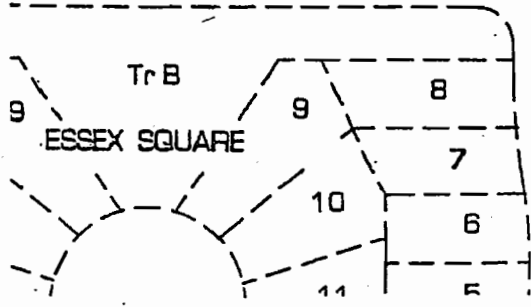


NADINE STREET
30'

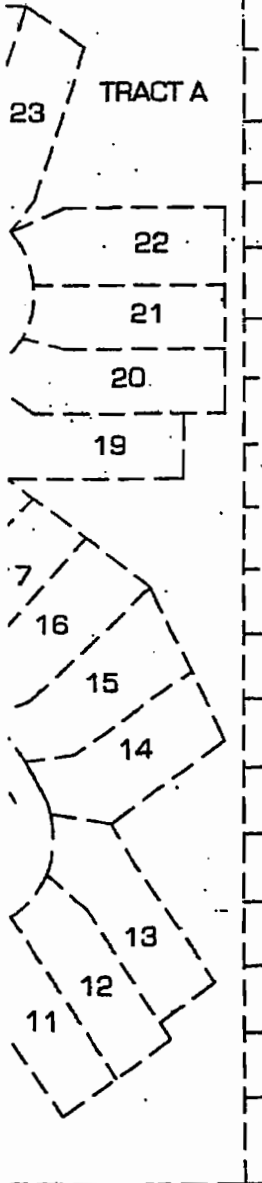
TRACT A1
DOWLING ACRES



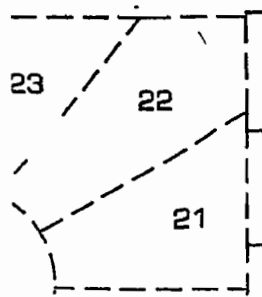
ST 64TH AVE



NADINE STREET
30'



LINE TABLE		
LINE	LENGTH	BEARING
L1(R1)	37.68	N00°00'11"W
L2(R1)	37.74	N14°32'12"E
L3(R1)	44.85	N02°11'30"W
L4(R1)	29.55	N39°55'13"E
L5(R1)	25.36	S80°09'41"W
L6(R1)	15.18	N61°00'26"E
L7	19.54	N73°52'09"E
L8	11.25	N73°52'09"E
L9	13.98	N73°52'09"E
L10	35.34	N44°16'42"E
L11	29.14	N90°00'00"W
L12	35.95	S72°34'20"W
L13	35.77	S73°52'34"W
L14	35.76	S73°54'43"W
L15	35.22	S79°21'11"W
L16	35.02	S87°35'49"W
L17	36.51	N77°40'57"W
L18	41.73	N77°40'57"W
L19	40.56	S80°26'29"E
L20	35.73	S78°22'21"E
L21	35.37	S81°39'31"E
L22	35.12	S85°16'15"E
L23	35.03	S87°48'11"E
L24	35.13	S85°08'06"E
L25	39.34	S62°50'22"E
L26	35.63	S79°14'39"E
L27	34.81	N90°00'00"E
L28	22.07	N25°19'02"E
L29	30.90	S09°54'59"E
L30	20.00	N12°55'50"W
L31	20.93	N75°48'19"W
L32	36.30	S60°55'55"W
L33	37.53	S36°43'50"W
L34	20.06	S15°59'49"W
L35	23.38	S89°59'49"W
L36	11.62	S89°58'38"W



CURVE TABLE					
CURVE	LENGTH	RADIUS	TANGENT	CHORD	DELTA
C1	50.69	150.00	25.59	50.45	19°21'42"
C2	136.80	350.00	69.28	135.93	22°23'37"
C3	99.52	150.00	51.67	97.71	38°00'55"
C4	119.70	150.00	63.24	116.55	45°43'18"
C5	100.00	400.00	50.26	99.74	14°19'26"
C6	129.13	400.00	65.13	128.57	18°29'47"
C7	42.10	400.00	21.07	42.08	06°01'49"
C8	78.84	200.00	39.94	78.33	22°35'08"

BK 03761PG0285



CERTIFICATE OF OWNERSHIP and DEDICATION

I (we), hereby certify that I (we) hold the herein specified property interest in the property described hereon. I (we) hereby dedicate to the Municipality of Anchorage all areas depicted for use as public utility easements, streets, alleys, thoroughfares, parks, and other public areas shown hereon. There shall be reserved adjacent to the dedicated streets shown hereon a slope reservation easement sufficient to contain cut and fill slopes of 1.5 feet horizontal for each 1 foot vertical (1.5 to 1) of cut or fill for the purpose of providing and maintaining the lateral support of the constructed streets. There is reserved to the grantors, their heirs, successors and assigns, the right to use such areas at any time upon providing and maintaining other adequate lateral support, as approved by the Municipality.

I (we) hereby agree to this plat, and to any restrictions or covenant appearing hereon and any such restrictions or covenant shall be binding and enforceable against present and successive owners of this subdivided property.

Dave Hultquist

Owner: White Raven Development, Inc., Dave Hultquist, President
360 E. 100th Avenue
Anchorage, Ak 99515



NOTARY ACKNOWLEDGEMENT

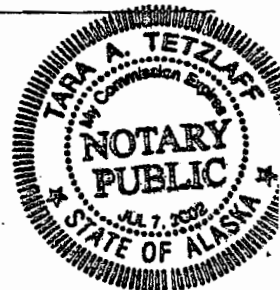
Subscribed and sworn to before me this 1st day of May 2000.
FOR:

1/27/2004
My commission expires

Terri R. Kiggans
Notary Public

Viet Mulligan - SUP

Beneficiary: Northrim Bank
3111 C STREET
Anchorage, Alaska 99503



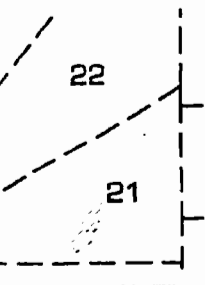
NOTARY ACKNOWLEDGEMENT

Subscribed and sworn to before me this 1 day of May 2000.
FOR:

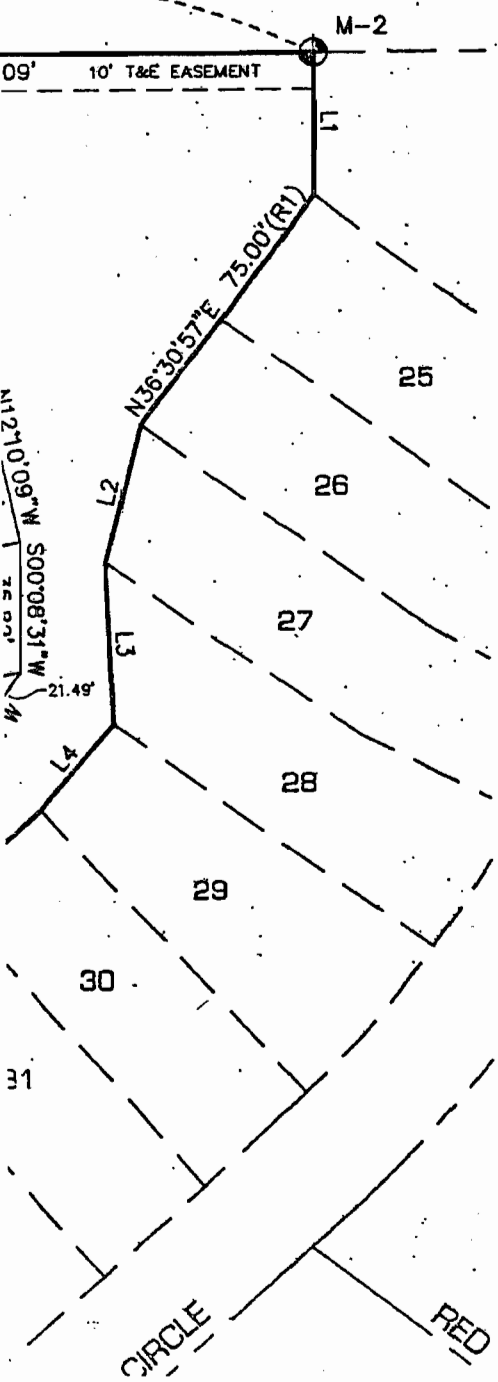
7-7-02
My commission expires

Tara A. Tetzlaff
Notary Public

	CHORD BEARING
2"	S83°33'00"W
17"	N85°03'58"E
15"	S64°43'46"E
8"	S22°51'39"E
16"	S07°09'43"W
17"	N05°04'33"E



CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	DELTA	CHORD
C1	50.69	150.00	25.59	50.45	19°21'42"	S83
C2	136.80	350.00	69.28	135.93	22°23'37"	N85
C3	99.52	150.00	51.67	97.71	38°00'55"	S64
C4	119.70	150.00	63.24	116.55	45°43'18"	S22
C5	100.00	400.00	50.26	99.74	14°19'26"	S07
C6	129.13	400.00	65.13	128.57	18°29'47"	N05
C7	42.10	400.00	21.07	42.08	06°01'49"	N07
C8	78.84	200.00	39.94	78.33	22°35'08"	S01
C9	123.11	400.00	62.04	122.62	17°38'03"	N85
C10	225.71	490.00	114.89	223.72	26°23'32"	S85
C11	27.39	380.00	13.70	27.39	04°07'49"	N75
C12	35.48	380.00	17.75	35.47	05°20'59"	N80
C13	35.10	380.00	17.56	35.09	05°17'31"	N85
C14	35.02	380.00	17.52	35.01	05°16'50"	S85
C15	15.53	380.00	7.76	15.53	02°20'29"	S84
C16	19.81	180.00	9.92	19.80	06°18'23"	S80
C17	20.99	180.00	10.51	20.98	06°40'52"	S74
C18	15.14	50.00	7.63	15.08	17°21'02"	N79
C19	29.92	50.00	15.42	29.48	34°17'07"	S74
C20	7.12	50.00	3.57	7.12	08°09'37"	N61
C21	30.00	50.00	15.47	29.55	34°22'39"	N82
C22	30.00	50.00	15.47	29.55	34°22'39"	S82
C23	30.00	50.00	15.47	29.55	34°22'39"	S25
C24	30.00	50.00	15.47	29.55	34°22'39"	S06
C25	6.68	50.00	3.35	6.68	07°39'23"	S27
C26	30.36	50.00	15.66	29.89	34°47'12"	N13
C27	14.70	50.00	7.41	14.65	16°50'56"	N12
C28	21.67	180.00	10.85	21.65	06°53'49"	S17
C29	35.41	180.00	17.76	35.36	11°16'20"	S05
C30	7.93	180.00	3.97	7.93	02°31'29"	S01
C31	27.09	430.00	13.55	27.08	03°36'34"	S01
C32	35.20	430.00	17.61	35.19	04°41'25"	S05
C33	35.63	430.00	17.82	35.62	04°44'51"	S10
C34	9.58	430.00	4.79	9.58	01°16'36"	S13
C35	26.30	370.00	13.16	26.30	04°04'23"	N12
C36	35.32	370.00	17.67	35.31	05°28'09"	N07
C37	35.04	370.00	17.53	35.02	05°25'32"	N02
C38	35.07	370.00	17.55	35.06	05°25'52"	N03
C39	26.66	370.00	13.33	26.65	04°07'40"	N05
C40	8.73	230.00	4.36	8.73	02°10'26"	S05
C41	35.10	230.00	17.59	35.07	08°44'42"	S03
C42	40.25	230.00	20.18	40.20	10°01'40"	S05
C43	40.47	170.00	20.33	40.38	13°38'24"	S07
C44	32.93	170.00	16.52	32.88	11°05'53"	S04
C45	27.22	20.00	16.19	25.17	77°59'37"	S45
C46	48.44	180.00	24.37	48.30	15°25'10"	S86
C47	81.77	430.00	41.01	81.64	10°53'42"	N82
C48	5.11	430.00	2.56	5.11	00°40'53"	N76
C49	35.71	460.00	17.87	35.70	04°26'54"	S75
C50	35.26	460.00	17.64	35.25	04°23'30"	S83
C51	35.04	460.00	17.53	35.03	04°21'52"	S83
C52	35.03	460.00	17.52	35.02	04°21'47"	N81
C53	35.22	460.00	17.62	35.21	04°23'13"	N83
C54	35.63	460.00	17.82	35.62	04°26'16"	N7
C55	30.00	50.00	15.47	29.55	34°22'39"	N85
C56	30.00	50.00	15.47	29.55	34°22'39"	N5
C57	30.00	50.00	15.47	29.55	34°22'39"	N16
C58	30.00	50.00	15.47	29.55	34°22'39"	N1
C59	30.00	50.00	15.47	29.55	34°22'30"	N5
C60	30.00	50.00	15.47	29.55	34°22'48"	N81
C61	27.26	50.00	13.98	26.92	31°14'17"	S6
C62	2.74	50.00	1.37	2.74	03°08'17"	N45
C63	40.02	50.00	21.15	38.96	45°51'21"	N7
C64	7.51	50.00	3.76	7.51	00°10'41"	N8



CHORD BEARING
S83°33'00"W
N85°03'58"E
S64°43'46"E
S22°51'39"E
S07°09'43"W
N05°04'33"E
N07°11'15"W
S01°05'24"W
N85°21'20"W
S89°44'04"E
N75°56'04"E
N80°40'28"E
N85°59'43"E
S88°43'07"E
S84°54'28"E
S80°35'02"E
S74°05'24"E
N79°25'29"W
S74°45'27"W
N61°41'42"E
N82°57'50"E
S62°39'31"E
S28°16'52"E
S06°05'47"W
S27°06'48"W
N13°32'54"E
N12°16'10"W
S17°14'44"E
S08°09'39"E
S01°15'45"E
S01°48'17"W
S05°57'17"W
S10°40'25"W
S13°41'08"W
N12°17'15"E
N07°30'59"E
N02°04'08"E
N03°21'34"W
N08°08'20"W
S09°06'57"E
S03°39'23"E
S05°43'48"W
S07°47'49"W
S04°34'20"E
S49°07'05"E
S86°42'11"W
N82°40'02"W
N76°52'45"W
S78°45'45"E
S83°10'57"E
S87°33'38"E
N88°04'33"E
N83°42'03"E
N79°17'18"E
N85°44'31"W
N51°21'52"W
N16°59'13"W
N17°23'26"E
N51°46'01"E
N86°08'40"E
S61°02'48"E
N46°59'48"W
N71°29'37"W
N85°59'33"E

NOTARY ACKNOWLEDGEMENT

BK 03761 PG 0289

Subscribed and sworn to before me this 7 day of May 2000.

FOR:

7-7-02

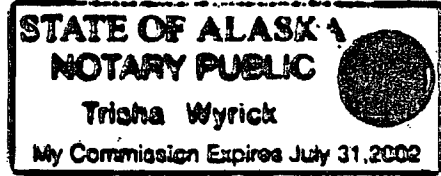
My commission expires

Notary Public

Paul Palmer

Trisha Wyrick

Beneficiary: PAUL and JOYCE PALMER
10505 Main Tree Drive
Anchorage, Ak 99516



NOTARY ACKNOWLEDGEMENT

Subscribed and sworn to before me this 12 day of June 2000.

FOR: Paul Palmer

July 31, 2002

My commission expires

Trisha Wyrick

Notary Public

NOTARY ACKNOWLEDGEMENT

Subscribed and sworn to before me this 14 day of Sept 2000.

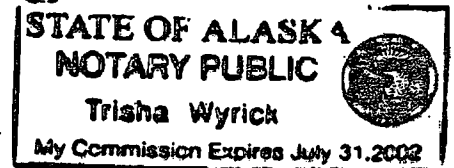
FOR: Joyce Palmer

July 31, 2002

My commission expires

Trisha Wyrick

Notary Public



2001-13

ANCHORAGE REC DIST

Date 01-18-2001

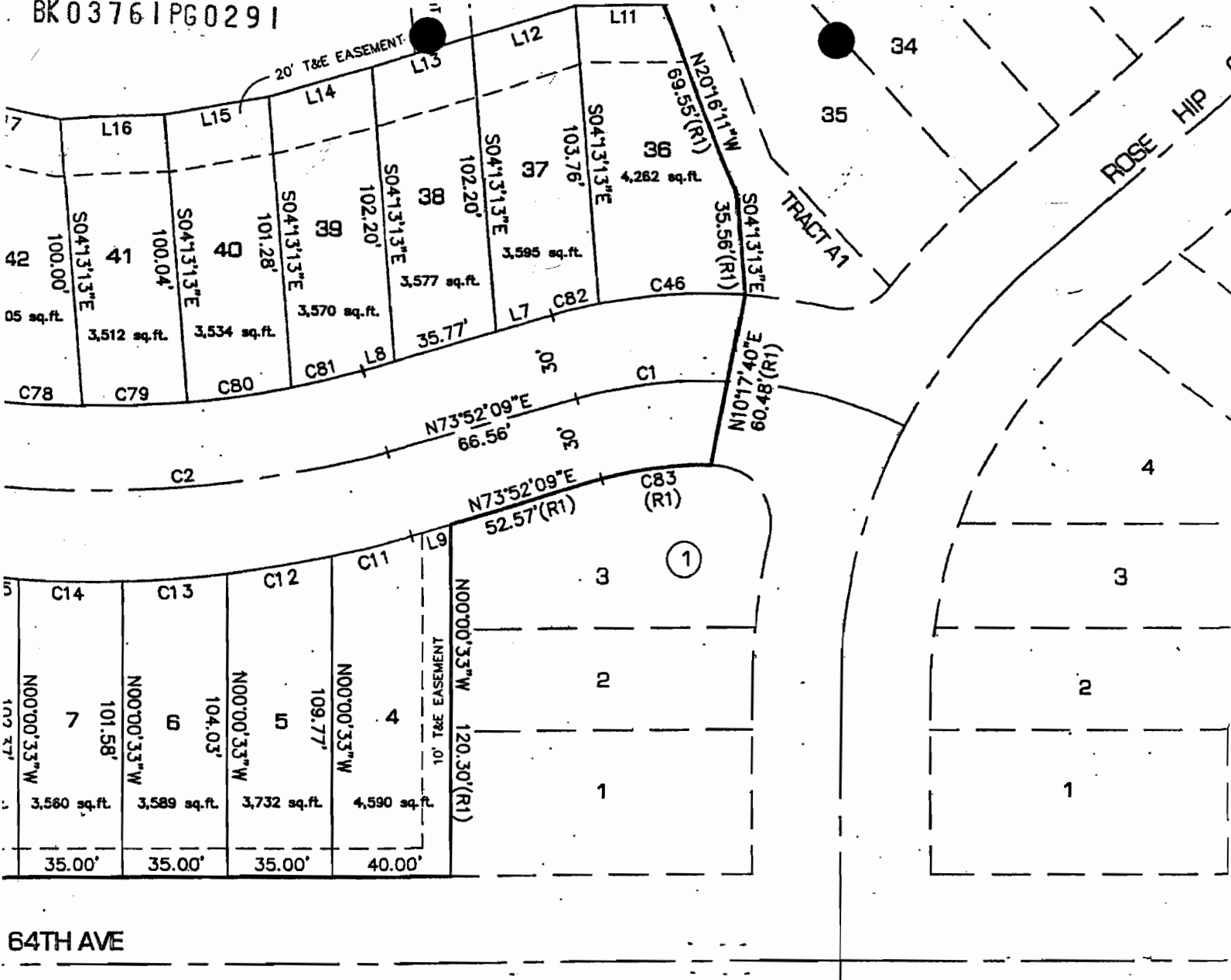
Time 2:08 P.M.

Requested By MOA

Address _____

20-cc

COPY



LOT DETAIL
SCALE: 1" = 50'

SURVEYOR'S CERTIFICATE

I, Michael L. Jokela, professional land surveyor, certify that this plat is a true and correct representation of the land actually surveyed and that the distances and bearings are correct and that all permanent exterior corners, monuments, and lot corners have been set or if final completion is assured by subdivision, will be set as specified in said subdivision plat. Monuments to be set by 2/20/02.

PLAT APPROVAL

Plat approved by the Municipal Platting Authority this 20 day of February, 2000.

[Signature]




N46°59'48"W
N71°29'37"W
N85°59'33"E
N88°20'09"E
S87°48'17"E
S83°56'07"E
S80°02'15"E
S77°18'32"E
N78°13'40"W
N83°11'54"W
S48°03'55"W
N08°28'02"E
S07°09'43"W
S30°15'53"E
S70°58'48"E
S82°35'02"E
S86°28'22"E
N87°39'17"E
N81°22'26"E
N76°02'58"E
S76°25'53"W
S82°39'39"W

Requested By
 Address

PK03761P60293 **COPY**

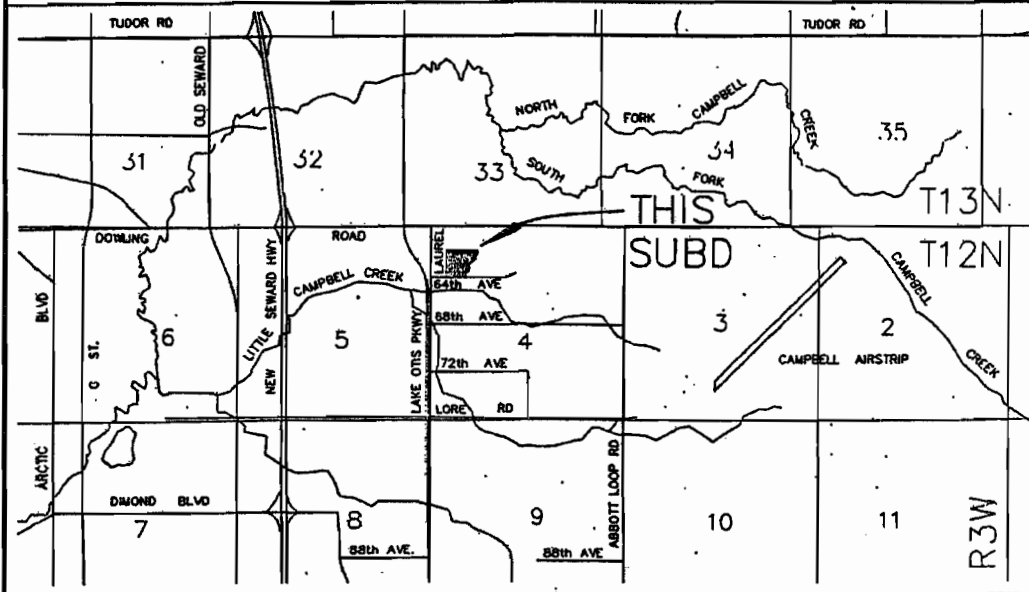
LEGEND

-  Found Monument
- (R1) Record per Plat 99-123
- T&E Telecommunication & Electric



Typical Plastic Cap (Yellow)

Vicinity Map Scale: 1" = 1 Mile



2.
CH
- R A
19

Minimum Monument
Aluminum Pipe
round

PLAT OF:

Spruce Meadows Phase 2

LOTS 4 THRU 27, BLOCK 1
 LOTS 36 THRU 65, BLOCK 2
 TRACT A2

A SUBDIVISION OF TRACT B, SPRUCE MEADOWS, PHASE 1 (PLAT 99-123)
 LOCATED WITHIN THE N.W. 1/4 OF SECTION 4, T.12N., R.3W., S.M., ANCHORAGE
 RECORDING DISTRICT, ALASKA AND CONTAINING 8.20 ACRES, 54 LOTS, 1 TRACT

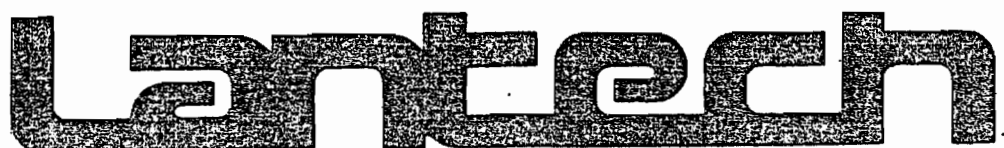
NOTIFICATION

Property taxes levied by the Municipality of Anchorage on this plat have been paid. If approval is sought between January 1st and January 31st of each year, there is on deposit with the chief clerk of the Municipality of Anchorage an amount sufficient to pay estimated taxes for the current year.

Julia L. McLaughlin
 Authorized Official

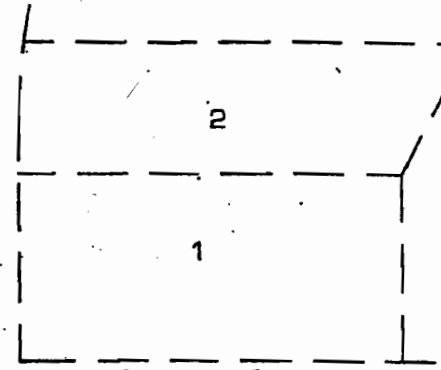
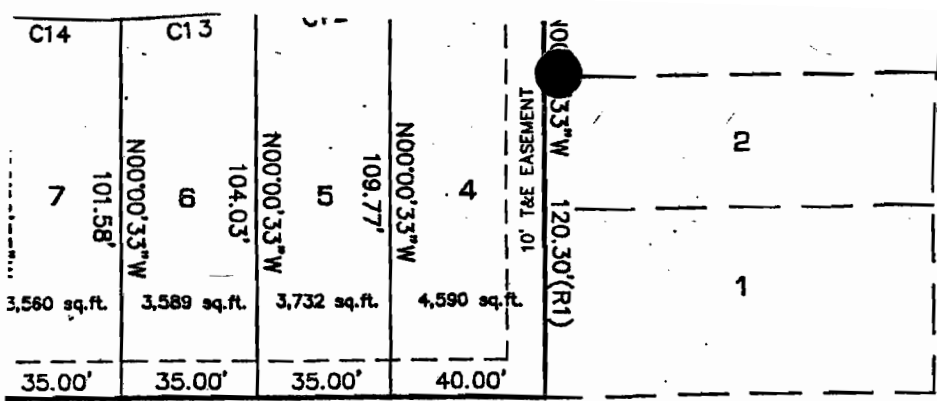
Q.W.Q. 1-18-01

Thomas A. Kelly



LAND & CONSTRUCTION SURVEYORS*AUTOCAD
 440 W BENSON BLVD. SUITE 103
 ANCHORAGE, ALASKA 99503
 562-5291 (FAX 561-6626)
 PLANNERS
 ENGINEERS

COPY SCALE DATE



4TH AVE

LOT DETAIL
SCALE: 1"= 50'

BK 03761PG0295

SURVEYOR'S CERTIFICATE

I, Michael L. Jokela, professional land surveyor, certify that this plat is a true and correct representation of what was actually surveyed and that the distances and bearings are correct and that all permanent exterior control monuments, and lot corners have been set or if final completion is assured by subdivision will be set as specified in said subdivision. Corners to be set by 2/28/01. Monuments to

PLAT APPROVAL

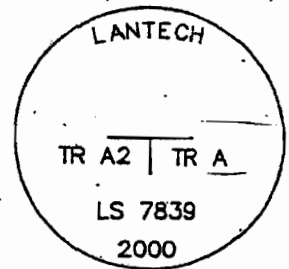
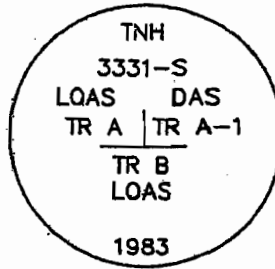
Plat approved by the Municipal Platting Authority this 6th day of February, 2000.

[Signature]
Authorized Official



M-1

M-2



Found 2-1/2" Aluminum Monument
0.7' Above Ground

Set 3-1/4" Aluminum Monu
on 2 1/2" x 30" Aluminum
Set Flush with Ground

STATE

Surveyor do hereby certify
representation of lands
and bearings are shown
control monuments, all
been set and staked,
division agreement, they
vision agreement. Lot
nts to be set by 2/22/02



ACCEPTANCE OF DEDICATION

The Municipality of Anchorage hereby accepts for public
uses and for public purposes the real property dedicated
on this plat including, but not limited to the easements,
rights-of-way, alleys, roadways, thoroughfares and parks
shown hereon.

Dated at Anchorage, Alaska this 7th day of Dec. 2000.

Attest:

Vicki Cantrell
Municipal Clerk
Deputy

Simon R. Fison
First Mayor of Anchorage

TAX CERTIFICATE

All real property taxes levied
Anchorage on the area shown
paid in full, and if approved
and the tax due date, there
fiscal officer an amount
real property tax for the c

11300
Date 1-17-2001

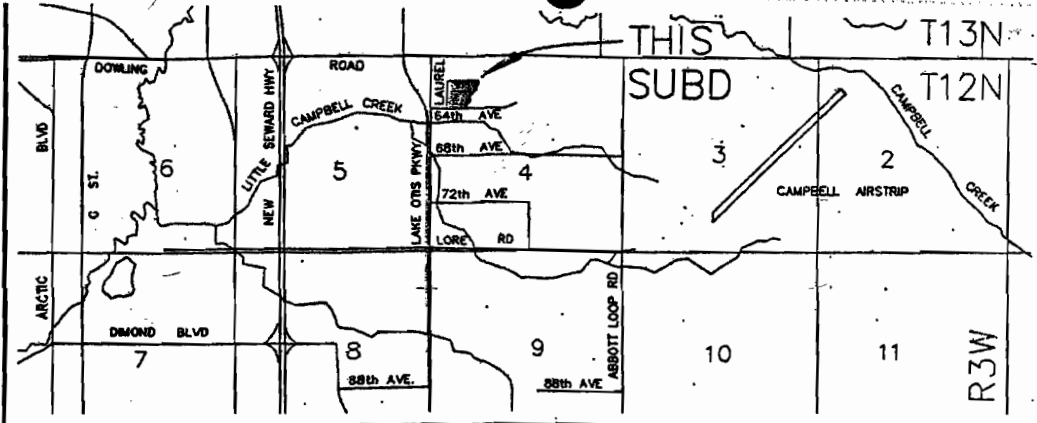
APPROVALS

Platting Officer [Signature]

Municipal Surveyor [Signature]

Environmental Protection

2.
CH
TR A
39



Minimum Monument
Aluminum Pipe
Ground

PLAT OF:

Spruce Meadows Phase 2

LOTS 4 THRU 27, BLOCK 1
LOTS 36 THRU 65, BLOCK 2
TRACT A2

A SUBDIVISION OF TRACT B, SPRUCE MEADOWS, PHASE 1 (PLAT 99-123)
LOCATED WITHIN THE N.W. 1/4 OF SECTION 4, T.12N., R.3W., S.M., ANCHORAGE
RECORDING DISTRICT, ALASKA AND CONTAINING 8.20 ACRES, 54 LOTS, 1 TRACT

NOTIFICATION
Property taxes levied by the Municipality of the area shown on this plat have been paid. If approval is sought between January 1 and the assessment date, there is on deposit with the chief assessor an amount sufficient to pay estimated taxes for the current year.

Julia L. McHenry
Authorized Official

QJWR 1-15-01

Surveyor *Thomas W. Kephart*



LAND & CONSTRUCTION SURVEYORS*AUTOCAD
440 W BENSON BLVD. SUITE 103
ANCHORAGE, ALASKA 99503
562-5291 (FAX 561-6626)
PLANNERS
ENGINEERS

Protection NA

GRID -2034	SCALE: 1" = 100'	DATE: 3/25/2000
DRAWN BY MLJ	FILE # S-10362	FIELD BOOK/PAGE 431/1-2, 428/4-6

009124

ANCHORAGE
RECORDING DISTRICT

2001 JA 30 PH 2:43

REQUESTED BY
Bankston + McCollum