

void unless recorded before the date. The agreement and each ratification of the agreement must be recorded in the Anchorage Recording District and is effective only upon recording.

Section 10.3. CONTRACTS BY THE ASSOCIATION.

The Association, on behalf of the Unit Owners, may contract to convey an interest in the Common Interest Community pursuant to Section 10.1, but such contract is not enforceable against the Association until approved, ratified, and recorded pursuant to Sections 10.1 and 10.2. After such approval, ratification, and recordation, the Association shall have the powers necessary and appropriate to effect the conveyance or encumbrance, including the power to execute a deed or other instrument.

Section 4. UNIT INTEREST IN THE COMMON ELEMENTS.

Any conveyance, encumbrance, judicial sale, or other transfer (voluntary ~~or~~ involuntary) of an individual interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred.

ARTICLE 11.
RESTRICTIONS ON USE, OCCUPANCY, AND ALIENATION

Section 11.1. SINGLE-FAMILY RESIDENCE.

Residences shall be used exclusively for single-family Residential Purposes except as provided for in Section 11.8.

Section 11.2. NUISANCES.

No noxious or offensive activities shall be carried on upon any land subject to this Declaration, nor shall anything be done therein which might be, or may become, an annoyance or nuisance to the Common Interest Community. Such nuisances include the use of any heavy equipment or derelict automobiles.

Section 11.3. WASTE REMOVAL.

Trash, garbage, refuse, or other waste shall be disposed of through a household garbage disposal or wrapped in a secure package and deposited into a designated trash container. No owner of a Unit shall permit or cause any trash, garbage, refuse, or other waste to be disposed of on any portion of the Property except in a designated trash container. 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.



Section 11.4. VEHICLE RESTRICTIONS.

No wrecked, inoperative, vandalized, or otherwise derelict-appearing automobiles, and no trucks, trailers, mobile homes, recreational vehicles, snowmachines, truck campers, detached camper units or boats shall be kept, placed, stored, or maintained upon any land subject to this Declaration, except within an enclosed garage.

Section 11.5. SIGNS.

Subject to Section 6.5, no signs of any kind shall be displayed to the public on any land subject to this Declaration, except that a Unit Owner may post one sign of not more than five (5) square feet advertising his or her Unit for sale or rent, and Declarant or Dealer may post one sign per lot, not to exceed twenty-five (25) square feet to advertise Units until they are first sold to a Unit Owner other than Declarant or Dealer.

Section 11.6. PET REGULATIONS.

No animals, ~~livestock~~, livestock, or poultry of any kind shall be raised, bred, or kept in any Unit, except domestic dogs, cats, or other normal household pets, provided that they are not kept, bred, or maintained for commercial purposes, and provided that all dogs shall be restrained as necessary to prevent them from becoming a nuisance. Except as otherwise provided in writing by the Executive Board, no more than two dogs, or one dog and one cat, or two cats may be kept in any Unit or on any Limited Common Element of any Unit. The Association shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Executive Board, a nuisance to any other Unit Owner. Any Unit Owner shall be liable to each and all other Unit Owners, their families, guests and invitees, for any damage to person or property caused by any pets brought or kept upon the property by an owner, his or her family members, guests, licensees, or invitees.

Section 11.7. EXTERIOR INSTALLATIONS.

No outside pole or antenna shall be erected or maintained without first obtaining the approval of the Executive Board. No air conditioning or other machine shall be installed on the exterior of any Improvement on the Property or be allowed to protrude through the walls or roof of any improvement on the Property without the prior written approval of the Executive Board. No basketball standards or other athletic fixtures shall be attached to any residence or Improvement on the Property without the prior written approval of the Executive Board.



Section 11.8. BUSINESS ACTIVITY.

No business or commercial activity shall be maintained or conducted in any residence, except that: (1) Declarant, or a person designated by the Association as agent of the Association for purposes of managing the property, may maintain management offices and facilities in a residence; or (2) Unit Owners may engage in home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, vehicle traffic, shipping, trash, or storage, provided that there exists no external evidence thereof.

Section 11.9. TIME SHARING PLAN.

Conveyance of a Unit pursuant to a time-sharing plan is prohibited.

Section 11.10. UNIT LEASING.

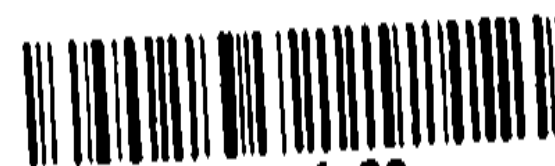
Any Unit Owner may lease his or her Unit to a third party, but such a lease arrangement must be in writing, must be for a term of more than sixty (60) days, must comply with the terms of the Documents, must not be for transient or hotel purposes, must provide that the failure to comply in all respects with the Documents shall be a default under the terms of the lease, and must be approved by the Executive Board. Any Unit Owner who wishes to lease his or her Unit to a third party must submit a copy of the lease to the Executive Board. The Executive Board's approval of any Unit Owner's lease may not be unreasonably withheld; however, the Executive Board may, without limitation, disapprove leases which may effect any Unit's eligibility for any type of AHFC, FHA, HUD, FNMA, FHLMC, or VA financing.

Section 11.11. ARCHITECTURAL CONTROL STANDARDS; OCCUPANCY RESTRICTIONS.

All Units in the Common Interest Community are also subject to Architectural Controls, attached as Exhibit E, and Occupancy Restrictions, attached as Exhibit F, to this Declaration. Where the Architectural Controls or Occupancy Restrictions conflict with the Declaration, the more restrictive standards shall apply. At the time Declarant adds additional Units to the Common Interest Community, Declarant may amend the Architectural Controls and/or Occupancy Restrictions for said Units as permitted in Article 6.

Section 11.12. HOLD HARMLESS AND INDEMNIFICATION.

As described in Section 9.5, Unit Owners will be liable to the Association for any damages to the Common Elements or to any equipment on the Common Elements caused negligently or intentionally by themselves, their families, their occupants, their



guests, or their invitees. By the acceptance of his or her deed, each Unit Owner further agrees to indemnify each and every other Unit Owner, and to hold each and every other Unit Owner harmless from any claim of any Person for personal injuries or property damage occurring within the residence of the Unit Owner, unless said injury or damage occurs by reason of the negligence or intent of any other Unit Owner, and each Unit Owner further agrees to defend, at his or her expense, any and all remaining Unit Owners who may be sued by any Person for a claim for personal injury or property damage alleged to have been sustained within the Unit of that Unit Owner. Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Alaska and all ordinances of the Municipality of Anchorage. Unit Owners shall hold harmless the Association and other Unit Owners from all fines, penalties, costs, and prosecutions for their violations, noncompliance, and/or their use of the property.

ARTICLE 12.
EASEMENTS, COVENANTS, AND LICENSES

Section 12.1. GENERAL.

Easements, covenants, and/or licenses to which the Common Interest Community is presently subject are recited in Exhibit D to this Declaration and/or are shown on the Plans attached hereto. Declarant may subject the Common Interest Community to additional easements pursuant to Article 6.

Section 12.2. UNIT OWNERS' EASEMENTS.

Declarant expressly reserves, for the benefit of the Unit Owners and the Association, reciprocal easements of access, ingress, and egress over all of the Common Elements. Such easements may be used by Declarant's successors, purchasers, and all Unit Owners, their guests, tenants, and invitees, residing or temporarily visiting the Common Interest Community, for pedestrian walkways and such other purposes reasonably necessary for the use and enjoyment of a Unit and the Association. Such easements shall be appurtenant to, and shall pass and run with, the title to every Unit conveyed. If Declarant also assigns any Limited Common Elements to any Unit, Declarant expressly reserves, for the benefit of each Unit to which such Limited Common Elements are assigned, an exclusive easement for the use of such Limited Common Elements. If any Limited Common Element is assigned to more than one (1) Unit, but less than all Units, the exclusive easement to such Limited Common Element shall be held jointly by the Units to which it is assigned.

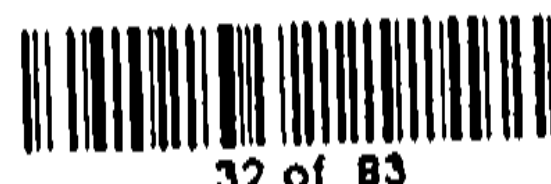
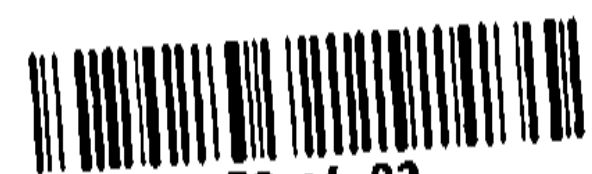


EXHIBIT F
TO
DECLARATION FOR AUTUMN RIDGE SUBDIVISION

OCCUPANCY RESTRICTIONS

1. Newspaper Delivery receptacles. Newspaper stands and receptacles on individual Units for the purpose of newspaper delivery are not permitted.
2. Private Landscaping Easements. No dog run, shed, greenhouse, wood-pile, play equipment, or any other similar structure shall be placed in private landscape easements.
3. Utility Lines, Aerials and Antennas. All electrical service, telephone lines and television cable shall be placed underground. ~~No~~ short wave antennas, transmitters, or base stations for amateur radio transceivers or other radios shall be permitted. Television antennas will be allowed provided:
 - (a) The Unit Owner provides written notice to the Declarant, or designated representative, of its plans to install a television antenna or satellite dish prior to the actual installation of the same.
 - (b) Antennas shall be no larger than, nor installed higher than, absolutely necessary for reception of quality signal and must be placed in the least obtrusive and least visible place (i.e., not seen from the street) providing reception quality. (Normally, the back yard has the same quality reception as the front yard.)
 - (c) If a television antenna must be installed on a house to receive a quality signal, then it cannot exceed twelve (12) feet in height above the highest point of the roof, unless a permit is obtained from the Municipality of Anchorage. A copy of the permit must be supplied to the Declarant.
 - (c) Antennas situated on the ground and visible from the street or from the other lots must be camouflaged by existing landscaping or fencing, if an acceptable quality signal may be received from



such placement. If no such existing landscaping or screening exists, the Declarant may require antennas to be screened by new landscaping or screening at reasonable cost to the Unit Owner.

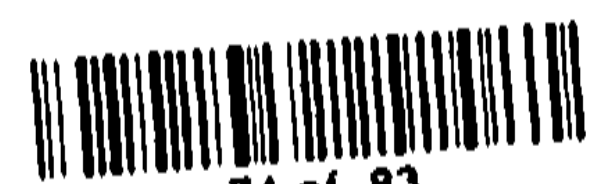
4. Water and Sewer. No individual well or water system or sewage disposal system shall be installed on any Unit.

5. Sight Distance. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and one half (2-1/2) feet and eight (8) feet above the roadways shall be placed or permitted to remain on any corner Unit within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines extended. The exception to this rule is a tree which is trimmed so that the trunk is bare to a height of eight (8) feet as measured from the higher of the nearest curb or ~~street~~ centerline grade. The same sight line limitations shall apply on any Unit within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley. No trees or shrubs shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

6. Temporary Structures. No temporary structure, boat, truck, trailer, camper, or recreational vehicle of any kind shall be used as a living area while located in the planned community; however, trailers or temporary structures for use incidental to the initial construction of improvements on a Unit may be maintained thereon but shall be removed within a reasonable time after completion of construction of the project.

7. Additional Vehicle Restrictions. No repair or restoration of any motor vehicle, boat, trailer, aircraft, or other vehicle shall be permitted on any portion of any Unit except for emergency repairs thereto, and then only to the extent necessary to enable movement thereof to a proper repair facility. No vehicles or equipment shall be parked or placed in a public right-of-way for more than twenty-four (24) hours. No vehicle or equipment owned by or under the control of a resident or Unit Owner shall be placed on a public street within the planned community for more than forty-eight (48) cumulative hours in any week.

8. Nuisances. All residences are entitled to the peaceful and quiet enjoyment of their premises between 10:00 p.m. and 8:00



a.m. All residents and guests shall have due regard for others. During this quiet time, televisions, stereos and/or musical equipment should be played at a substantially reduced volume. During these hours, activities such as snow blowing, lawn mowing, skateboarding, playing basketball, loud voices, etc. shall be prohibited.

9. Commercial Vehicles. With the sole exception of marked police patrol vehicles in active service, no commercial or governmental vehicles, or commercial or construction equipment, shall be parked, placed, erected, or maintained on any Unit for any purpose except during the period of construction.

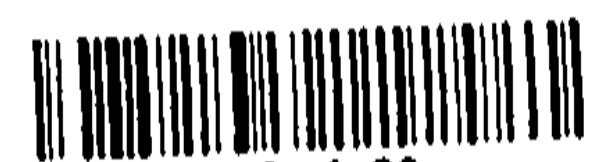
10. Vehicles, Boats, Campers, etc. All vehicles, inoperable or otherwise, including but not limited to automobiles, trucks, campers, boats, recreational vehicles, snow machines, or other machinery, shall be kept in a garage or other closed structure. The purpose of this provision is to keep all vehicles and equipment, whether frequently used or unused, out of sight. However, clearly marked sedan-type patrol vehicles, in active service, excluding unmarked patrol vehicles, may be parked on the driveway at any time.

11. Pets, Livestock, and Poultry. No Unit Owner, resident or guest may permit an animal which he or she owns to annoy another Unit Owner, resident or guest by interfering with the latter's sleep, work or reasonable right to peace or privacy by the animal making repeated and continued noise.

A Unit Owner, resident or guest who owns an animal shall maintain all structures, pens and yards where he or she keeps the animal, and all areas adjacent thereto, in a clean and sanitary condition and free from objectionable odor.

All pets shall be chained, fenced or otherwise restrained at all times. No pet shall be allowed to run freely. Pets secured in the front yard where accessible by children should not be left unattended.

12. Additional Waste Restrictions. Except on the day of trash pick-up, all trash containers must be screened. All equipment for the storage or disposal of such trash, garbage, or other waste shall be kept in a clean and sanitary condition. There shall be no exterior fires whatsoever, except barbecue fires contained within receptacles therefor.



No materials, debris, garbage, refuse, equipment or similarly described items shall be stored at the front or side of a house on a Unit where such items are visible from the street or other Unit. All such items stored shall be screened or removed from the lot or Unit.

13. Natural Resource Extraction. No natural resource extraction operation of any nature shall be permitted upon or in any Unit, nor shall wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Unit. No derrick or other structure designed for use in oil or natural gas drilling shall be erected, maintained, or permitted upon any Unit.

14. Windows and Facades. No garments, rugs, or other objects shall be hung from the windows or facades of the improvements to a Unit, nor shall any garments, rugs, or other objects be dusted, shaken, or beaten from, about, or upon such windows or facades. Only customary curtains, shades, draperies, or some combination thereof, which are visible from the exterior of the improvements to a Unit, shall be used. Pursuant to and without limiting the foregoing, no newspaper, metal foil, sheets, blankets, or similar materials shall be used as window coverings.



ownership of the Unit. In absence of a successor's written agreement to assume a Unit Owner's obligation, personal liability for such assessments shall not pass to a successor in title to the Unit.

ARTICLE 9.
MAINTENANCE AND REPAIR

Section 9.1. UNITS.

Each Unit Owner shall maintain, repair, and replace, at his or her own expense, all portions of his or her Unit, including all landscaping and fencing in any easements within the Unit Boundaries, except the portions thereof which may otherwise be required by this Declaration or by the Association to be maintained, repaired or replaced by other Persons.

Section 9.2. COMMON ELEMENTS.

The Association shall maintain, repair, and replace all such Common Elements, except any Limited Common Elements or other Common Elements which are required by this Declaration to be maintained, repaired or replaced by less than all Unit Owners. The Association may transfer responsibility for maintenance of any Common Elements to a Master Association.

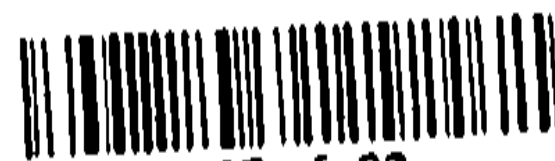
THE MUNICIPALITY OF ANCHORAGE HAS NOT ACCEPTED THE RESPONSIBILITY FOR THE MAINTENANCE AND REPLACEMENT OF ANY STORM DRAINAGE SYSTEM WHICH MAY BE INDICATED PLANS. THE OBLIGATION FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF SUCH FACILITIES SHALL REMAIN THE SOLE RESPONSIBILITY OF THE ASSOCIATION, UNLESS THE MUNICIPALITY, IN ITS SOLE DISCRETION, AGREES TO ACCEPT THE RESPONSIBILITY, IN WHICH CASE THE STORM DRAINAGE SYSTEM MUST BE IMPROVED TO THE MUNICIPALITY OF ANCHORAGE STANDARDS IN FORCE AT THAT TIME.

Section 9.3. LIMITED COMMON ELEMENTS.

At the time this Declaration is recorded, Declarant has not assigned any Limited Common Elements to Units in Autumn Ridge Subdivision Homeowners Association. However, if Declarant subsequently allocates any such Limited Common Elements, Common Expenses associated with the maintenance, cleaning, repair, or replacement of the Limited Common Elements will be assessed against the Unit(s) to which the Limited Common Element(s) is (are) assigned.

Section 9.4. RIGHT OF 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 Unit or the Common Elements, and for the purpose of performing any installations, alterations, repairs, and/or utility work to include meter reading, equipment, upgrades, and/or repairs, provided that requests in advance for entry are made and that any such entry is at a reasonably convenient time for the affected Unit Owner except in cases of emergencies, where no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

Section 9.5. NEGLIGENCE.

Each Unit Owner will reimburse the Association for any damages to any other Unit or to the Common Elements caused by that Unit Owner's: intent or negligence; failure to properly maintain, repair, or make replacements to his or her Unit or to the Limited Common Elements assigned to his or her Unit; or failure to permit timely access to his or her Unit by any Person authorized such access by Section 9.4. The Association shall assess expenses to the responsible Unit Owners only after Notice and Hearing.

The Association will be responsible for damage to Units caused by its intent, negligence, or by its failure to maintain, repair, or make replacements to the Common Elements.

ARTICLE 10.
CONVEYANCE OR ENCUMBRANCE OF COMMON ELEMENTS

Section 10.1. UNIT OWNER AGREEMENT.

Subject to other provisions of the Act, and subsection 19.7.(d)(i) of the Declaration, portions of the Common Elements may be conveyed or subjected to a Security Interest by the Association if persons entitled to cast at least eighty percent (80%) of the votes in the Association, including eighty percent (80%) of the votes allocated to Units not owned by a Declarant, agree to the action, but each Unit Owner to which any Limited Common Element is allocated must agree in order to convey such Limited Common Element or subject it to a Security Interest. The proceeds of the sale or any loan secured by the encumbrance or sale of any Common Elements are assets of the Association.

Section 10.2. RECORDATION OF AGREEMENT.

An agreement to convey any Common Elements or to subject any Common Elements to a Security Interest must be evidenced by the execution of an agreement, or ratifications of the agreement, in the same manner as a deed by the requisite number of Unit Owners. The agreement must specify a date after which the agreement will be

