

such purpose. Unless otherwise prohibited by this Declaration or by the Act, the members of the Executive Board acting by majority vote through the president may serve collectively as Trustee.

Section 19.9. 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.

Section 19.10. CONDEMNATION AND INSURANCE PROCEEDS.

Subject to the terms of an Eligible Mortgagee's Security Interest in a Unit, no provision of this Declaration shall be construed to give priority to any Unit Owner over any rights of such Eligible Mortgagee to any condemnation or insurance proceeds from the Property.

Section 19.11. REIMBURSEMENT.

If the Association is in default on any taxes on the Common Elements, or if any of the Association's insurance premiums are overdue, or if the Association has failed to renew insurance coverage required under this Declaration on the Common Elements, any Eligible Mortgagee may pay the Association's overdue taxes or overdue premiums or may pay to secure the required insurance coverage. Any Eligible Mortgagees making such payments shall be entitled to prompt reimbursement from the Association.

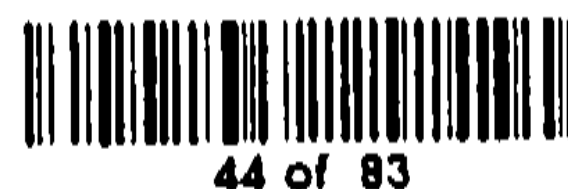
ARTICLE 20.  
ASSIGNMENT OF FUTURE INCOME

Any assignment of the Association's future income and/or its right to receive Common Interest Expense assessments requires the affirmative vote of seventy-five percent (75%) of the votes in the Association at a meeting called by the Executive Board for the purpose of voting on such an assignment.

ARTICLE 21.  
INSURANCE

Section 21.1. GENERAL.

To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in this Article. If such coverage is not reasonably available, and the Executive Board thus determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of



that fact to be delivered to all Unit Owners and Eligible Mortgagees at their last known addresses.

Section 21.2. BONDS.

A blanket fidelity bond is required for any person who either handles or is otherwise responsible for funds received, held, or administered by the Association, whether or not such person receives compensation for his or her services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the Manager at any time while the bond is in force, and in no event less than the sum of three months' assessments on all Units in the Common Interest Community plus the Association's reserve funds. The bond shall include a provision that calls for ten (10) days' written notice to the Association, to each first mortgage holder of a Unit, to each servicer that services a Unit mortgage owned by the FNMA, FHLMC, VA, or AHFC, and to the insurance Trustee, if any, before the bond can be cancelled or substantially modified for any reason. The bond shall contain waivers by the issuer of the bond of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions. The premiums for the fidelity bond shall be paid as a Common Expense by the Association.

Section 21.3. LIABILITY INSURANCE FOR DIRECTORS AND OFFICERS.

The Executive Board must obtain and maintain directors' and officers' liability insurance, if reasonably available, covering all of the Directors and officers of the Association in such limits as the Executive Board determines.

Section 21.4. WORKERS' COMPENSATION INSURANCE.

The Executive Board must obtain and maintain Workers' Compensation Insurance if such insurance is required by the laws of the State of Alaska.

Section 21.5. LIABILITY INSURANCE.

The Association shall secure comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than \$1,000,000 per occurrence, covering any legal liability that may result from lawsuits related to employment contracts in which the Owners' Association is a party, and all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, operation, or maintenance of the Common Elements, any areas under the Association's supervision to include public ways, and the activities of the Association.



Insurance policies carried pursuant to this section shall also provide that:

(a) An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not prejudice the policy in any way or be a condition to recovery under the policy.

(b) The insurer issuing the policy may not cancel, refuse to renew, or otherwise substantially change it until 30 days after notice of the proposed cancellation, non-renewal, or substantial change(s) has (have) been mailed to the Association, each Unit Owner, each holder of a first mortgage on a Unit, and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their last known addresses.

(c) The insurer waives the right to subrogation under the policy against Unit Owners or members of the households of Unit Owners.

(d) Each Unit Owner is an insured Person under the policy with respect to liability arising out of interest of the Unit Owner in the Common Elements or membership in the Association.

(e) If, at the time of a loss under the policy, there is other insurance covering the same risk covered by the Association's policy, the Association's policy provides primary insurance.

(f) A Unit Owner's claim will not be denied because of negligent acts of the Association or another Unit Owner.

Section 21.6. PROPERTY INSURANCE.

(a) PROPERTY INSURANCE COVERAGE. The Association shall secure property insurance that, at a minimum, protects against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered, including those covered by the standard "all risk" endorsement. The property insured by such policy must include all personal property owned by the Association and all Common Elements, including any buildings, fixtures, equipment, Improvements, and betterments which have been constructed or are maintained on the Common Elements. The Association's property insurance, however, may exclude land, excavations, portions of any foundations below the undersurfaces of the lowest basement floors, underground pilings, piers, pipes, flues, drains, and other items normally excluded from insurance coverage policies.

The Common Elements and any buildings, fixtures, equipment, Improvements, and betterments which are constructed or



maintained on the Common Elements must be insured by the Association for an amount, after application of any deductions, equal to one hundred percent (100%) of their replacement cost at the time the insurance is purchased and at each renewal date, or equal to one hundred percent (100%) of their actual cash value at the time the insurance is purchased and at each renewal date, whichever is greater. The Association must also insure personal property owned by the Association for an amount equal to its cash value.

If the Executive Board deems it necessary, it may obtain appraisals periodically to determine the replacement cost for the property described in this subsection. The cost of any such appraisals shall be a Common Expense.

(b) OTHER PROVISIONS.

(i) Insurance policies required by this Section shall also provide that:

(A) Any loss must be adjusted with the Association.

(B) The insurer may not cancel, refuse to renew, or otherwise substantially change the policy until thirty (30) days after notice of the proposed cancellation, non-renewal, or substantial change(s) has (have) been mailed to the Association, each Unit Owner, each holder of a first mortgage on a Unit, and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their last known addresses.

(C) An act or omission by a Unit Owner or members of his or her household, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not prejudice the policy in any way or be a condition to recovery under the policy.

(D) The insurer waives the right to subrogation under the policy against Unit Owners or members of the households of Unit Owners.

(E) If, at the time of a loss under the Association's policy, there exists other insurance covering the same risk covered by the Association's policy, the Association's policy provides primary insurance.

(F) Insurance proceeds shall be paid to any insurance Trustee the Association designates in the policy for that purpose, and in the absence of such designation, to the Association





itself. However, insurance proceeds in either case are to be held in trust for each Unit Owner and any Unit mortgagees.

(G) The policy shall contain the standard mortgage clause, or equivalent endorsement (without contribution), which is commonly accepted by private institutional mortgage investors in the area in which the Property is located and which, if appropriate, names the FNMA, FHLMC, AHFC, and/or VA as such corporations or holders of the first mortgages on the Units within the Common Interest Community.

(H) Notwithstanding any contrary provisions herein, the Association shall, if required by the FNMA, AHFC, VA, and/or FHLMC as a Unit Owner mortgagee on a Unit in the Association, continuously carry a master (or "blanket") policy of casualty insurance, and a fidelity bond, with such coverage and endorsements in form and amounts, including full replacement costs coverage with an "agreed-amount endorsement" and, if available, an "inflation guard endorsement," as may be required by the FNMA, AHFC, VA, and/or FHLMC as a mortgagee on a Unit in the Association or the Owner of such a Unit.

(I) The name of the insured shall be as follows: "Autumn Ridge Subdivision, for the use and benefit of the individual Owners."

(ii) The terms of the insurance carrier's charter, bylaws, or policy shall not:

(A) Permit contributions or assessments against borrowers, Eligible Mortgagees, or the designees of Eligible Mortgagees.

(B) Make payments contingent upon action by the insurance carrier's board of directors, policy holders, or members.

(C) Include any limiting clauses (other than insurance conditions) which could prevent Eligible Mortgagees or the borrowers from collecting insurance proceeds.

#### Section 21.7. INSURANCE PREMIUMS.

Insurance premiums are to be paid as a Common Expense and funds necessary to cover the deductible amounts under the Association's insurance policies are to be included in the Association's operating budget.



Section 21.8. INSURANCE POLICIES OBTAINED BY UNIT OWNERS.

Unit Owners may obtain insurance for their own benefit notwithstanding the issuance of a policy to the Association.

Section 21.9. OTHER INSURANCE.

The Association may obtain other insurance which the Executive Board determines is reasonably necessary to protect the Association.

Section 21.10. INSURER'S RATING AND REINSURANCE.

The property insurance, liability insurance, and fidelity bond must be written by an insurance carrier with at least a B/III policy holder's rating and financial category rating in the Best's Key Rating Guide or by an insurance carrier which is covered by reinsurance with a company that does meet such rating requirements. Both insurer and reinsurer must execute an assumption of liability agreement or a similar endorsement providing for one hundred percent (100%) reinsurance of the insurer's policy. Further, the reinsurer must give the borrower, lender, and the insurer ninety (90) day written notice before cancelling or substantially changing the reinsurance.

In addition to the foregoing requirements for insurers, the Association must use general insurance carriers who meet the qualifications set forth in the *FNMA Conventional Home Mortgage Selling Contract Supplement* and the *FHLMC Seller's Guide*.

ARTICLE 22.  
PROPERTY DESTRUCTION OR DAMAGE

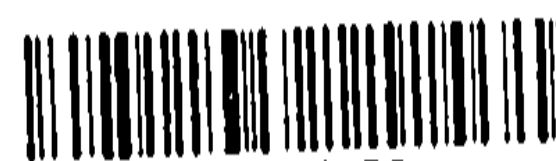
Section 22.1. DUTY TO RESTORE PROMPTLY.

The portion of the Common Interest Community, if any, for which insurance is required under AS 34.08.440 or for which insurance is actually carried by the Association, whichever is more extensive, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

(a) The Common Interest Community is terminated pursuant to AS 34.08.260;

(b) Repair or replacement would be illegal under a statute or municipal ordinance governing health or safety; or

(c) Eighty percent (80%) of the Unit Owners, including each Unit Owner of a Unit that will not be rebuilt, vote not to rebuild.



Section 22.2. PLANS.

The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a Majority of Unit Owners, and fifty-one percent (51%) of Eligible Mortgagees.

Section 22.3. PARTIAL RESTORATION OF THE PROPERTY.

(a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community;

(b) Except to the extent that other Persons will be distributees:

(i) the insurance proceeds attributable to a Unit and Limited Common Elements that are not rebuilt must be distributable to the Owner of the Unit and the Owner of the Unit to which the Limited ~~Common~~ Elements were allocated, or to lien holders, as their interests may appear; and

(ii) the remainder of the proceeds must be distributed to each Unit Owner or lien holder, as their interests may appear, in proportion to the common interests of all the Units;

(c) If the Unit Owners including each Unit Owner of a Unit that will not be rebuilt, vote not to rebuild a Unit, the Allocated Interests of the Unit are reallocated upon the vote as if the Unit had been condemned under AS 34.08.740(a) of the Act, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations.

Section 22.4. COST.

If the cost of repair or replacement exceeds insurance proceeds and the Association's reserves, it shall be a Common Expense.

Section 22.5. INSURANCE TRUSTEE.

If an insurance Trustee is designated in any insurance policy, the Trustee may have exclusive authority to negotiate losses under such policies and to perform other functions as are necessary to accomplish this purpose. The insurance Trustee may also be designated by the owners' Association as attorney-in-fact for purpose of purchasing and maintaining insurance, collecting and



disposing of insurance proceeds, negotiating losses, executing releases of liability, executing other necessary documents, and performing all other acts necessary to accomplish this purpose.

Section 22.6. INSURANCE PROCEEDS.

The insurance Trustee, or if there is no insurance Trustee, then the Executive Board shall hold any insurance proceeds in trust for the Association, Unit Owners, and lien holders as their interests may appear. Subject to the provisions of section 22.1, the proceeds shall be disbursed first for the repair or restoration of the damaged Property. The Association, Unit Owners, and lien holders are not entitled to receive payment of a portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored or unless the Common Interest Community is terminated.

Section 22.7. CERTIFICATIONS.

If a Trustee has been designated by the Executive Board, such Trustee may rely on the following written certifications made by the Executive Board:

(a) Whether damaged and/or destroyed Property is to be repaired and/or restored;

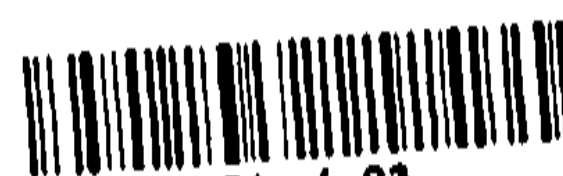
(b) The amount(s) to be paid for repairs and/or restoration of the damaged Property, and the names and addresses of the parties to whom such amounts are to be paid.

Section 22.8. ATTORNEY OR TITLE COMPANY CERTIFICATION.

If payments pursuant to this Article are to be made to Unit Owners or Mortgagees, the Executive Board or its designated Trustee shall obtain and may rely on a title insurance company's certificate of title, an attorney's certificate of title, or a title insurance policy. The certificate of title or title insurance policy must be based on a search of the records of the Anchorage Recording District, Third Judicial District, State of Alaska, from the date of the recording of the original Declaration, and must state the names of the Unit Owners and the Mortgagees.

ARTICLE 23.  
CONDEMNATION

If part or all of the Common Interest Community is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with AS 34.08.740.





ARTICLE 24.  
RIGHTS OF NOTICE, COMMENT, AND APPEAL

Section 24.1. NOTICE AND HEARING.

Whenever the Documents or Executive Board require that an action be taken only after "Notice and Hearing," the entity proposing the action shall give written notice of the proposed action to all Unit Owners no less than ten (10) days before the hearing. The notice shall include a general statement of the proposed action and the date, time, and place of the hearing. At the hearing, any interested Unit Owner may, personally or by a representative, give written and/or oral testimony, subject to reasonable rules of procedure established by the Executive Board to ensure a prompt and orderly resolution of the issues. Any testimony offered in such a hearing does not bind the decision makers. All Unit Owners shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 24.2. NOTICE AND COMMENT.

Whenever an amendment to the Association's Bylaws and/or Rules is proposed, whenever the Documents require "Notice and Comment," or whenever the Executive Board determines that "Notice and Comment" is otherwise appropriate, the Unit Owners have the right to receive notice of the proposed action(s) and the right to comment orally or in writing on the proposed action(s). Notice to each Unit Owner shall be effected by personal delivery or by the U.S. Postal Service, delivered or mailed to each Unit Owner's last known address. The notice shall be given not less than ten (10) days before the proposed action is to be taken or a hearing on the matter is scheduled. The Notice shall invite written or oral comments to the Executive Board on the proposed action(s) prior to the scheduled hearing. The rights described in this section do not entitle a Unit Owner to be heard at any hearing or meeting called by the Association.

Section 24.3. APPEAL.

Any interested Unit Owner having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of entities other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of said decision. The Executive Board shall conduct a hearing within thirty (30) days of receiving the written notice of appeal, giving the same notice and observing the same procedures as described in the preceding sections of this Article.



ARTICLE 25.  
EXECUTIVE BOARD

Section 25.1. POWERS AND DUTIES.

Except as otherwise limited by the Documents or the Act, the Executive Board may act in all instances on behalf of the Association. The Executive Board shall have, subject to said limitations, the powers and duties necessary for the administration of the affairs, operations, and governance of the Association and of the Common Interest Community including, but not limited to, the power to:

(a) adopt and amend Bylaws, Rules, regulations, budgets for revenues, expenditures, and reserves;

(b) collect assessments for Common Expenses from Unit Owners;

(c) hire ~~and~~ discharge employees, agents, managing agents, and independent contractors;

(d) institute, defend, or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or on behalf of two or more Unit Owners on matters affecting the Common Interest Community;

(e) make contracts and incur liabilities;

(f) govern the use, maintenance, repair, replacement, and modification of the Common Elements;

(g) cause any additional Improvements by the Association to be held as a part of the Common Elements;

(h) acquire, hold, encumber, and convey in the Association's name any right, title, or interest to real property or personal property, provided that Common Elements may be conveyed or subject to a Security Interest only pursuant to AS 34.08.430 of the Act and Article 19 of this Declaration;

(i) grant easements for public utilities or for other public purposes consistent with the intended use of the Common Elements, and grant leases, licenses, and concessions for no more than one year, through or over the Common Elements;

(j) impose and receive payments, fees, or charges for the use, rental, or operation of the Common Elements, other than Limited Common Elements, and for services provided to Unit Owners;



(k) impose fees, penalties, fines, late charges, interest, and collection costs, or a combination thereof for late payment of assessments and, after Notice and Hearing, levy reasonable fines, fees, and/or penalties for violations of this Declaration, the Bylaws, Rules, and/or regulations of the Association;

(l) impose reasonable charges for the preparation and recordation of amendments to this Declaration, any resale certificates that may be required by AS 34.08.590, and/or any statements of unpaid assessments;

(m) provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;

(n) assign the Association's right to future income, including the right to receive Common Expense assessments;

(o) exercise any other powers conferred by this Declaration or the Bylaws;

(p) exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;

(q) designate, by resolution, a representative (or representatives) to the executive or governing board of a Master Association; and

(r) establish, by resolution, committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing such committees. All committees must give written notice, by the U.S. Postal Service or personal delivery, of their actions or decisions to Unit Owners and the Executive Board within fifteen (15) days of said actions or decisions. Such committee actions or decisions must be ratified, modified, or rejected by the Executive Board at its next regular meeting.

#### Section 25.2. LIMITATIONS ON THE EXECUTIVE BOARD.

The Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Common Interest Community, to elect members of the Executive Board to full terms, or to determine the qualifications, powers, duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term. Neither the Executive Board nor its Directors shall receive compensation for services performed pursuant to this Declaration.



Section 25.3. MINUTES.

The Executive Board shall permit any Unit Owner to inspect the Minutes of Executive Board meetings during normal business hours. The Minutes shall be available for inspection within ten (10) days after any such meeting.

Section 25.4. MEETINGS.

(a) ASSOCIATION MEETINGS.

The Executive Board shall call a meeting of the Association at least once each year. A special meeting of the Association may be called by the president of the Board, by a majority of the members of the Executive Board, or by Unit Owners comprising at least twenty percent (20%) of the votes in the Association. Not less than ten (10) nor more than sixty (60) days in advance of the meeting, an officer designated by the Executive Board shall cause notice to be hand delivered or mailed by the U.S. Postal Service to the ~~the~~ last known address of each Unit Owner. The notice of the meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Documents, budget changes, and any proposal to remove an officer or member of the Executive Board.

(b) EXECUTIVE BOARD MEETINGS.

All Association members shall have the right to attend all meetings of the Executive Board at which action is to be taken by vote of the directors. Notice of such meetings shall be given not less than twenty-four (24) hours prior to the time set for such meeting, by posting such notice in a conspicuous location in the Common Interest Community and/or by hand delivering notice to each Unit. If an emergency situation requires an immediate meeting of the Executive Board, no such notice is required.

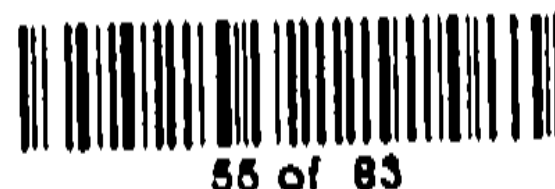
ARTICLE 26.  
TERMINATION

The Common Interest Community may be terminated only in conformity with AS 34.08.260 of the Act.

ARTICLE 27.  
MISCELLANEOUS

Section 27.1. SECURITY.

The Association may, but shall not be obligated to, maintain or support certain activities within the Common Interest Community designed to make the Properties safer than they otherwise might be. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY





SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE COMMON INTEREST COMMUNITY, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF ANY SECURITY MEASURE UNDERTAKEN. EACH UNIT OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS THAT THE ASSOCIATION, ITS EXECUTIVE BOARD AND COMMITTEES, DECLARANT, AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH PERSON USING THE COMMON INTEREST COMMUNITY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS RESULTING FROM ACTS OF THIRD PARTIES.

Section 27.2. CHANGES IN THE ACT.

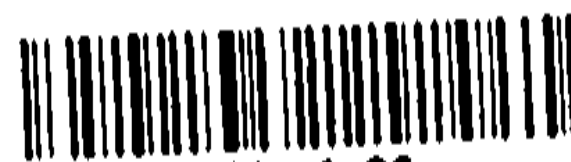
Many provisions of this Declaration and in the Bylaws repeat exactly or substantially the same rule or outcome in a particular instance as that required by the Act on the date this Declaration was recorded, or repeat the same rule which the Act would impose as a default rule if the Declaration or Bylaws were silent on that subject.

The Declarant anticipates the possibility that the Act will be amended from time to time to reflect contemporary thinking and experience regarding the structure and governance of common interest communities. The Declarant believes it is in the best interest of the Unit Owners at Autumn Ridge Subdivision that the Property might always be governed in accordance with the most current provisions of the Act, subject to the right in any particular case of the Unit Owners and the Executive Board to vary that outcome by adopting a rule or amendment to the Declaration in the manner provided for such amendments.

Accordingly, this Section directs that, in the future and from time to time, in all instances where this Declaration or the Bylaws contain language that precisely or substantially tracks the Act on the date that Autumn Ridge Subdivision is declared, 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 substantially at variance with the amended text of the Act.

Section 27.3. CAPTIONS.

The captions in this Declaration are inserted for convenience of reference only, do not constitute a part of this Declaration, and in no way define, describe, or limit the scope or intent of this Declaration or any of the provisions hereof. The exhibits referred to as being attached to this Declaration are intended to be incorporated in this Declaration by such reference.



Section 27.4. INVALIDITY.

If any term, covenant, or condition of this Declaration is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof and this Declaration shall be construed as if such invalid or unenforceable provision had never been contained herein.

Section 27.5. WAIVER.

No delay in exercising any right or remedy of any of the parties hereunder shall constitute a waiver thereof, and no waiver by the parties of the breach of any covenant of this Declaration shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Declaration.

Section 27.6. GENDER.

As used herein, each of the masculine, feminine, and neuter genders shall include the other genders, the singular shall include the plural, and the plural shall include the singular, wherever appropriate to the context.

Section 27.7. RIGHT OF ACTION.

The Declarant, Association, and/or any aggrieved Unit Owner is granted the right of action against Unit Owner(s) who fail to comply with the provisions of the documents or the decisions made by the Association.

In an action to enforce this Declaration's provisions, the prevailing party shall be entitled to recover court costs and actual attorneys' fees.

Section 27.8. CONFLICT.

Declarant intends that the Documents comply with the requirements of the Act and Alaska Statutes governing nonprofit corporations, AS 10.20, et seq. If the Documents conflict with any statutes, the conflicting terms of the statutes shall control. If the Declaration conflicts with any other document, the Declaration shall control.

Section 27.9. LIQUIDATED DAMAGES.

Since it is difficult to determine damages for the violation of Declaration provisions, except where this Declaration provides some other figure, the prevailing party in any action to enforce the provisions of this Declaration shall be entitled to

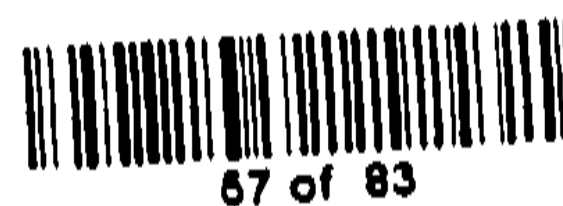




EXHIBIT A

REAL PROPERTY SUBJECT TO DECLARATION

Lots One (1) through Eighteen (18); Lot Twenty (20); Lot Twenty-one (21); Lot Twenty-two (22); Lots Twenty-four (24) through Twenty-eight (28); and Tract A; AUTUMN RIDGE SUBDIVISION, according to the official plat thereof, filed under Plat No. 2001-143, records of the Anchorage Recording District, Third Judicial District, State of Alaska

LOTS WITHIN THE GENERAL SCHEME OF DEVELOPMENT  
BUT NOT SUBJECT TO THIS DECLARATION

Lots Nineteen (19) and Twenty-three (23), AUTUMN RIDGE SUBDIVISION, according to the official plat thereof, filed under Plat No. 2001-143, records of the Anchorage Recording District, Third Judicial District, State of Alaska





EXHIBIT B

PLANS/PLAT

[PLAT NO. 2001-143]



LEAD RESOLUTION

1. The first report of the lead was received from the...  
2. The lead was investigated by the...  
3. The lead was resolved by the...

Case No.	Date	Location	Lead Type	Status	Assigned To	Completed
101	10/15/01	...	...	...	...	...
102	10/16/01	...	...	...	...	...
103	10/17/01	...	...	...	...	...
104	10/18/01	...	...	...	...	...
105	10/19/01	...	...	...	...	...
106	10/20/01	...	...	...	...	...
107	10/21/01	...	...	...	...	...
108	10/22/01	...	...	...	...	...
109	10/23/01	...	...	...	...	...
110	10/24/01	...	...	...	...	...
111	10/25/01	...	...	...	...	...
112	10/26/01	...	...	...	...	...
113	10/27/01	...	...	...	...	...
114	10/28/01	...	...	...	...	...
115	10/29/01	...	...	...	...	...
116	10/30/01	...	...	...	...	...
117	10/31/01	...	...	...	...	...
118	11/01/01	...	...	...	...	...
119	11/02/01	...	...	...	...	...
120	11/03/01	...	...	...	...	...
121	11/04/01	...	...	...	...	...
122	11/05/01	...	...	...	...	...
123	11/06/01	...	...	...	...	...
124	11/07/01	...	...	...	...	...
125	11/08/01	...	...	...	...	...
126	11/09/01	...	...	...	...	...
127	11/10/01	...	...	...	...	...
128	11/11/01	...	...	...	...	...
129	11/12/01	...	...	...	...	...
130	11/13/01	...	...	...	...	...
131	11/14/01	...	...	...	...	...
132	11/15/01	...	...	...	...	...
133	11/16/01	...	...	...	...	...
134	11/17/01	...	...	...	...	...
135	11/18/01	...	...	...	...	...
136	11/19/01	...	...	...	...	...
137	11/20/01	...	...	...	...	...
138	11/21/01	...	...	...	...	...
139	11/22/01	...	...	...	...	...
140	11/23/01	...	...	...	...	...
141	11/24/01	...	...	...	...	...
142	11/25/01	...	...	...	...	...
143	11/26/01	...	...	...	...	...
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Autumn Ridge Subdivision  
Landscape  
COPY

EXHIBIT C

TABLE OF INTEREST

<u>Unit No.</u>	<u>Percentage Interest</u>	<u>Votes in Association</u>
Lot 1	3.846%	1
Lot 2	3.846%	1
Lot 3	3.846%	1
Lot 4	3.846%	1
Lot 5	3.846%	1
Lot 6	3.846%	1
Lot 7	3.846%	1
Lot 8	3.846%	1
Lot 9	3.846%	1
Lot 10	3.846%	1
Lot 11	2.846%	1
Lot 12	3.846%	1
Lot 13	3.846%	1
Lot 14	3.846%	1
Lot 15	3.846%	1
Lot 16	3.846%	1
Lot 17	3.846%	1
Lot 18	3.846%	1
Lot 20	3.846%	1
Lot 21	3.846%	1
Lot 22	3.846%	1
Lot 24	3.846%	1
Lot 25	3.846%	1
Lot 26	3.846%	1
Lot 27	3.846%	1
Lot 28	3.846%	1
<b>Totals:</b>	<b>100.000%</b>	<b>26</b>

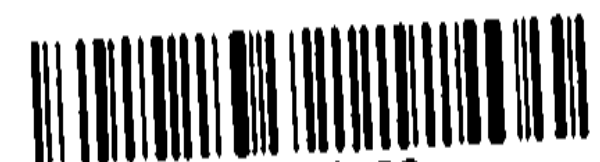




EXHIBIT D  
TO  
DECLARATION FOR AUTUMN RIDGE SUBDIVISION

EASEMENTS, COVENANTS AND/OR LICENSES

1. Reservations and exceptions as contained in the United States Patent and/or Acts of Congress authorizing the issuance thereof.
2. General Taxes and/or assessments, if any, due THE MUNICIPALITY OF ANCHORAGE.
3. Easement for electric transmission and incidental purposes, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., recorded August 27, 1952 in Book 78 at Page 57. (Undefined two foot wide easement within the N1/2 of the NE1/4)
4. Easement for electric transmission and/or telecommunications and incidental purposes, including the terms and provisions thereof, granted to CHUGACH ELECTRIC ASSOCIATION, INC., recorded August 28, 1963 in Misc. Book 72 at Page 236. (As described therein)
5. Easement for electric transmission and/or telecommunications and incidental purposes, including the terms and conditions thereof, granted to CITY OF ANCHORAGE and CHUGACH ELECTRIC ASSOCIATION, INC., recorded May 15, 1964 in Misc. Book 85 at Page 34. (Affects the West 20.00 feet of the East 40.00 feet of the N1/2 of the NE1/4 of the NE1/4)
6. Easement for electric transmission and/or telecommunications and incidental purposes, including the terms and provisions thereof, granted to CITY OF ANCHORAGE and CHUGACH ELECTRIC ASSOCIATION, INC., recorded May 27, 1964 in Misc. Book 85 at Page 244. (Affects the South 5 feet of the West 30 feet of the East 70 feet of the North 1/2 of the NE1/4 of the NE1/4)
7. Easement, including the terms and provisions thereof, for the purpose set out therein, by and between THADDEUS ZIEMLAK and DOROTHY ZIEMLAK, husband and wife, and DAVID H. BUNDY and JEAN H. BUNDY, husband and wife, for a Building, recorded September 27, 1972 in Misc. Book 211 at Page 514. (An easement over the land of the Grantors for the use and benefit of the Grantees and of the land of the Grantees) NOTE: THE TITLE COMPANY IS



UNABLE TO ASCERTAIN THE EXACT LOCATION OF THE EASEMENT DUE TO THE POOR QUALITY OF THE DOCUMENT OF AGREEMENT OR GRANTING THE EASEMENT.

8. Easement, including the terms and provisions thereof, for the purposes set out therein, granted to ALASKA GAS AND SERVICE COMPANY for transportation of natural gas, recorded September 6, 1979 in Book 433 at Page 494, and re-recorded April 22, 1980 in Book 488 at Page 596. (Affects a strip 10 feet wide within the NE1/4 of the NE1/4, the centerline of which is described as follows: Commencing at the NE corner of Lot 12 of the Cohoe Subdivision, thence N89°59'E a distance of 640 feet to the true point of beginning, thence South 600 feet and end of said strip.)
9. Driveway Easement Agreement, including the terms and provisions thereof, by and between THADDEUS ZIEMMLAK & DOROTHY ELLEN ZIEMMLAK and ~~and~~ DAVID H. BUNDY & JEAN W.N. BUNDY, recorded December 27, 1979 in Book 463 at Page 254.
10. State of Alaska, Water Rights Permit and Certificate of Appropriation, LAS 4237, including the terms and provisions thereof, recorded May 26, 1989 in Book 1906 at Page 478.
11. DEED OF TRUST, including the terms and provisions thereof, with L & D, INC. as Trustor, PACIFIC NORTHWEST TITLE OF ALASKA, INC. as Trustee, and DOROTHY E. ZIEMMLAK and THADDEUS ZIEMMLAK, husband and wife, as Beneficiary, in the amount of \$810,000.00 plus interest thereon, dated December 22, 1999, and recorded December 23, 1999 in Book 3579 at Page 22.
12. DEED OF TRUST, including the terms and provisions thereof, with L & D, INC. as Trustor as to Parcel No. 1, and LYNN H. LYTHGOE, JR. and MARCIA A. LYTHGOE as Trustor as to Parcel No. 2; LAND TITLE COMPANY OF ALASKA, INC. as Trustee; and NORTHRIM BANK as Beneficiary, in the amount of \$585,000.00 plus interest thereon, dated May 30, 2000, and recorded May 31, 2000 in Book 3641 at Page 305. (Affects this and other property)
13. A Telecommunications and Electric Easement, including the terms and provisions thereof, granted to ALASKA COMMUNICATIONS SYSTEMS, INC., recorded October 3, 2000 in Book 3702 at Page 742. (Affects: a telecommunication easement located within NE1/4, Section 15, Township 12 North, Range 3 West, Seward Meridian, commencing at the NE corner of Lot 12, Cohoe Subdivision, Plat No. 72-244; thence North 89°59'00" East, a

distance of 246.88 feet to a point on the South Right of Way Line of Abbott Road and the TRUE POINT OF BEGINNING of said easement; thence North 89°59'00" East, a distance of 20 feet to a point on the South Right of Way line of Abbott Road; thence South 00°00'00" East, a distance of 30 feet; thence South 89°59'00" West, a distance of 20 feet; thence North 00°00'00" West, a distance of 30 feet to the TRUE POINT OF BEGINNING of said easement.)

14. DEED OF TRUST, including the terms and conditions thereof, with L & D, INC. as Trustor, LAND TITLE COMPANY OF ALASKA, INC. as Trustee, and NORTHRIM BANK as Beneficiary, in the amount of \$840,000.00 plus interest thereon, dated December 19, 2000, and recorded December 20, 2000 in Book 3737 at Page 345.
15. DEED OF TRUST, including the terms and conditions thereof, with L & D, INC., an Alaskan Corporation, as Trustor; LAND TITLE COMPANY OF ALASKA, INC. as Trustee; and NORTHRIM BANK as Beneficiary, in the amount of \$4,500,000.00 plus interest thereon, dated December 20, 2000, and recorded December 26, 2000 in Book 3739 at Page 297.
16. Notice of Subdivision Agreement, including the terms and provisions thereof, executed by L & D, INC. in favor of MUNICIPALITY OF ANCHORAGE, dated May 29, 2001, and recorded June 29, 2001 in Book 3880 at Page 646. (Note: This Subdivision Agreement does not create a lien on the property.)



EXHIBIT E  
TO  
DECLARATION FOR AUTUMN RIDGE SUBDIVISION

ARCHITECTURAL CONTROLS

Section 1. General.

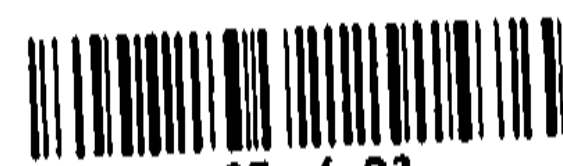
No structure shall be placed, erected, or installed upon any Unit, and no improvements (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials) shall take place except in compliance with this Exhibit E and the Design Guidelines and upon approval of the appropriate committee under Section 18.

Any Unit Owner may remodel, paint or redecorate the interior of structures on his Unit without approval. However, modifications to the interior of screened porches, patios, and similar portions of a Unit visible from outside the structures on the Unit shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

All dwellings constructed on any portion of the Common Interest Community shall be designed by and built in accordance with the plans and specifications of a licensed architect or licensed building designer.

Section 2. Architectural Review.

Responsibility for administration of the Design Guidelines, as defined below, and review of all applications for construction and modifications under this Exhibit E shall be handled by the two committees as described in subsections (a) and (b). The members of the Committees need not be Unit Owners or representatives of Unit Owners, and may, but need not, include architects, engineers or similar professionals, whose compensation, 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.





- 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. Until 100% of the Common Interest Community has been developed and conveyed to Unit 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 the 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.
- b. Modifications Committee. The Executive Board may establish a Modifications 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 Units or containing Units and any common elements. The ICC shall have the right to veto any action taken by the MC which the ICC determines, in its sole discretion, to be inconsistent with the Design Guidelines.

Section 3. Guidelines and Procedures.

The Declarant shall prepare the initial design and development guidelines and application and review procedures (the "Design Guidelines") which shall apply to all construction activities within the Common Interest Community. The Design Guidelines may contain general provisions applicable to all Units, as well as specific provisions which vary from Unit to Unit depending upon location, unique characteristics, and intended use.

The ICC shall adopt such Design Guidelines at its initial organizational meeting and thereafter shall have sole and full authority to amend them. Any amendments to the Design Guidelines shall apply to construction and modifications commenced after the date of such amendment only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced.



The ICC shall make the Design Guidelines available to Unit Owners, builders, and Dealers who seek to engage in development or construction within the Common Interest Community and all such Persons shall conduct their activities in accordance with such Design Guidelines. In the Declarant's discretion, such Design Guidelines may be recorded in the Anchorage Recording District, Third Judicial District, State of Alaska, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

The MC may adopt detailed procedures and standards governing its area of responsibility, consistent with those set forth in the Design Guidelines and subject to review and approval or disapproval by the ICC.

Section 4. Submission of Plans and Specifications.

- a. No construction or improvements shall be commenced, erected, placed or maintained on any Unit, nor shall any exterior addition, change or alteration be made thereto, until the plans and specifications ("building plans") showing site layout, structural design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, utility facilities layout, and screening therefor shall have been submitted to and approved in writing by the ICC or MC, as appropriate. The Design Guidelines shall set forth the procedure for submission of the building plans.
- b. In reviewing each submission, the ICC or MC, as appropriate, may consider visual and environmental impact, ecological compatibility, natural platforms and finish grade elevation, harmony of external design with surrounding structures and environment, and location in the relation to surrounding structures and plant life. The committees may require relocation of native plants within the construction site as a condition of approval of any submission.
- c. The ICC or MC, as appropriate, shall, within 45 days after receipt of each submission of the building 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 building plans, or (ii) the segments or features of the building 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 building plans, the building plans shall be deemed disapproved. 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.

- d. If construction does not commence on a project for which building plans have been approved within 12 months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Unit Owner to resubmit the building plans to the Declarant for reconsideration.

Section 5. No Waiver of Future Approvals.

Each Unit 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 6. 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 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 7. Limitation of Liability.

Review and approval of any application pursuant to this Exhibit E 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 Executive 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 or modifications to any Unit.

Section 8. Enforcement.

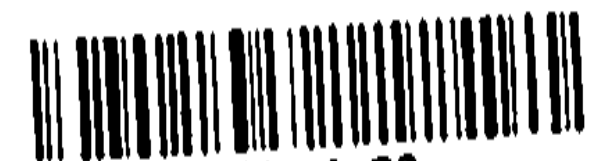
Any structure or improvement placed or made in violation of this Exhibit E shall be deemed to be nonconforming. Upon written request from the Executive Board or the Declarant, Unit Owners shall, at their own cost and expense, remove such structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should a Unit Owner fail to remove and restore as required, the Executive Board or its designees shall have the right to enter the Unit, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefitted Unit and collected as a special assessment.

Any contractor, subcontractor, agent, employee, or other invitee of a Unit Owner who fails to comply with the terms and provisions of this Exhibit E and the Design Guidelines may be excluded by the Executive Board from the Common Interest Community. In such event, neither the Association, its officers, its committees, nor its directors shall be held liable to any Person for exercising the rights granted by this paragraph.

In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Exhibit E and the decisions of the ICC and MC.

Section 9. Application; Amendment.

This Exhibit E shall not apply to the activities of the Declarant, nor to improvements to the Common Elements by or on behalf of the Association.





This Exhibit E may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

Section 10. Arbitration.

Any dispute over ICC approval of plans for construction of the first dwelling on a Unit shall be decided by arbitration. An aggrieved party seeking arbitration shall notify the ICC. 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.

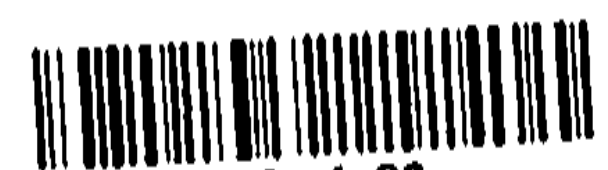




EXHIBIT F  
TO  
DECLARATION FOR AUTUMN RIDGE SUBDIVISION

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.

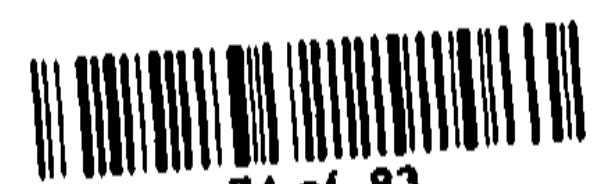
4. Water and Sewer. No individual well or water system or sewage disposal system shall be installed on any Unit.

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.

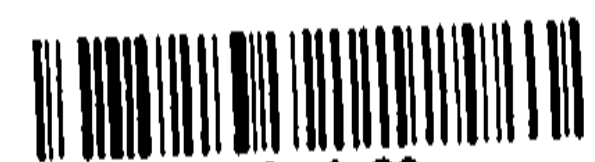
10. Vehicles, Boats, Campers, etc. All vehicles, inoperable or otherwise, including but not limited to automobiles, trucks, campers, boats, recreational vehicles, snow machines, or other machinery, shall be kept in a garage or other closed structure. The purpose of this provision is to keep all vehicles 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.



EXHIBIT G  
TO  
DECLARATION FOR AUTUMN RIDGE SUBDIVISION

DESIGN GUIDELINES

1. Structure Type. No building or structure shall be erected, altered, placed, or permitted to remain on any Unit other than:

- (a) one detached single-family dwelling;
- (b) one garage (Every dwelling must have a garage capable of housing at least two automobiles. Larger garages may be permitted by the Initial Construction Committee ("ICC") on a case-by-case basis. Additional pavement beyond what is typical for the width of the garage shall require separate approval and usually will not be approved by the ICC. On Units located at street corners, the garage must be placed on the side away from the street corner. Side entry doors to the garages are generally discouraged, except where the doors face into the Unit or lot. On homes with a three (3) car garage, the third bay must be on a different plane.);
- (c) fences, gates and associated structures; and
- (d) any other accessory building, structure, or other item permitted by the ICC or Modifications Committee ("MC"). Only one accessory building will be allowed per Unit or lot. Other than the primary residence, no structure shall have a footprint larger than one hundred twenty (120) square feet.

None of the items listed above may be constructed, installed, placed or made without the express written approval of the ICC or MC as required by Exhibit E to the Declaration.

2. Cost, Quality and Size. No dwelling smaller than two thousand, five hundred (2,500) square feet of gross floor area for building/living space, excluding porches, garages, covered patios, or sun decks shall be constructed on a Unit unless the ICC expressly waives the size requirement. Any waiver of the size requirement





will be granted only if the ICC, in its sole discretion, determines that the proposal substantially conforms with the intent of these Design Guidelines and the finished appearance contributes to the appearance of the entire neighborhood.

Dwellings to be constructed shall have a market value of at least Two Hundred Seventy-five Thousand Dollars (\$275,000.00), including the value of the Unit or lot, in 2001 dollars. It is the intention and purpose of these standards to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date this Declaration is recorded. The minimum value acceptable shall be adjusted each year on January 1 to reflect the minimum value which shall be equal to the \$275,000.00 plus or minus the average percentage increase or decrease in house values for the previous year in Anchorage as reported by the MLS times \$275,000.00. The ICC has the right to waive these dollar amounts in its sole discretion.

The Declarant ~~wishes~~ wishes to create a superior residential neighborhood which exhibits a wide range of designs, appearances, and colors. Thus no set of dwelling plans may be replicated within five hundred (500) feet along the street frontage of a dwelling. For purposes of this Declaration, "street frontage" shall mean both sides of the street.

3. Building Height. Building height shall conform to the Municipality of Anchorage zoning requirements for Zoning District R-1. Accessory buildings can only be one (1) story and shall not exceed ten (10) feet in height without a written variance from the approving committee.

4. Exterior Appearance, Colors, and Materials. To ensure the development of Autumn Ridge Subdivision as a planned community of high standards, the ICC or MC shall be responsible for approving exterior colors to promote a pleasing and compatible neighborhood appearance. In doing so, the ICC or MC shall have the power to approve or disapprove any exterior color and/or trim before application. Such approval or disapproval shall be made by the determination of the appropriate committee designated in Exhibit E to the Declaration ("the approving committee"), in its sole discretion, as to whether the proposed color and/or trim adversely affect(s) the overall appearance of the neighborhood. Overly vibrant colors will be disallowed, as will color schemes that clash with the neighborhood's overall appearance.



Approval will usually not be granted by the approving committee, ICC or MC for any color(s) of a similar color scheme to that of another existing home within visual proximity of one another.

Similarly, the ICC or MC shall be responsible for approving the type of materials used on Unit exteriors. High maintenance exterior finishes, such as log oil or similar clear lacquer or varnish, shall not be allowed on the exterior of any structure. However, natural semi-transparent stains or other similar finishes which are designed to mimic clear finishes, which may have been manufactured to offer longer-term low maintenance, may be approved on a case by case basis, at the sole discretion of the approving committee.

The exterior finish of each side of every home and accessory building shall be of a horizontally placed lap siding. The exterior body, trim ~~and~~ roofing material color of any accessory building must match that of the primary residence. The lap siding shall be cedar, an approved wood composition lap siding, or a substantively similar equal finish as approved by the approving committee in its sole discretion.

Permitted exterior finishes are wood composition lap siding, real brick, real stone, designer block, stucco, or an approved equal finish. The application of stucco, however, is to be used only as an accent treatment and is limited to not more than 10% of the exterior surface area of any dwelling, unless this limitation is modified by the approving committee, in its sole discretion. Exterior colors shall be restricted to soft "earth tones" as determined by the approving committee, in its sole discretion. The exterior colors and materials must be approved by the approving committee prior to their application and installation.

All roofs shall be of a material, color, and texture as approved by the ICC or MC. Flat roof construction shall not be permitted. The pitch of the roof must exceed five percent. No maximum or minimum pitch is otherwise specified; however, the approving committee's approval or disapproval will be based on the visual impact of the roof on the Unit or on neighboring Units or lots, dwellings, roads, and open spaces. The overall appearance of the dwelling shall be an important consideration.

No designer tile or designer block may be placed or permitted to remain on the roof or other projection of any structure on the Unit.



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

Visual impact of garage doors shall be minimized by such measures as, but not limited to, location of the dwelling, protective overhangs or projections, special door-facing materials, design, and/or landscaping. Only raised panel wood or raised panel metal garage doors are allowed, unless expressly approved by the approving committee.

5. Placement of Structures. The location of any and all man-made structures is subject to the approval of the ICC. Structures, as defined in the Anchorage Municipal Code, may not encroach into the yard areas as required by the Anchorage Municipal Code. Minimum setback requirements are as follows:

- a. All homes shall be set back no less than 50 feet from the front lot and rear lines unless the ICC or MC determines that it would be detrimental to the subdivision and the Unit to require these 50 foot set backs.
- b. All homes shall be set back at least 25 feet from any side lot lines unless the ICC or MC determines that it will be detrimental to the subdivision and the Unit to require these 25 foot set backs. It is the intent of these requirements to provide maximum possible spacing between all dwelling and/or outbuildings in the subdivision, but not less than fifty feet (50') between dwellings. Under special or unusual set-back/layout circumstances, Unit Owners may obtain variances from these provisions only upon written approval of the ICC or MC.

A layout plan showing the dwelling, driveway and clearing limits of existing vegetation shall be plotted by a registered surveyor at the Unit Owner's expense. Such a Certified Plot Plan shall be delivered by each Unit Owner to the ICC for written approval prior to construction, showing dwelling and driveway locations. If feasible, dwellings shall be located within the Unit in such a manner that the driveways drain toward the street. All driveways and walkways from the street shall conform with the natural drainage and shall be culverted, unless waived in writing by the ICC or MC, to allow unimpeded flow drainage. Any alteration



in the natural drainage shall become the responsibility of the party changing grades and shall so make the necessary provisions for such water and run-off. All culverts shall be 18 inches in diameter and have prefabricated flared ends. Unit Owners must maintain culverts and kept clean of debris, etc. No permanent damage to the natural vegetation is to occur outside of those limits and special instructions are to be given to contractors by the Unit Owners to protect areas outside of these limits as shown on the layout plan or Certified Plot Plan.

Front yard setbacks are to be varied to avoid a uniform appearance and the ICC may require additional front yard setbacks.

No separate accessory building shall be erected closer than ten (10) feet to any principal structure on a Unit or any abutting Unit or tract.

No structure or apparatus serving as playground or recreation equipment for children which obstructs sight lines at elevations between two and one-half (2-1/2) and eight (8) feet above the roadways may be placed to remain on a lot 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 property lines extended.

Basketball hoops may not be attached to the primary structure on a lot. Ground mounted basketball hoops may not be installed in front or side yards where they are visible from the street unless they are screened by a six (6) foot wood fence. All portable basketball hoops must be placed and used in the driveway, not in the street or on a public sidewalk. All portable basketball hoops must be stored out of sight from the street or from the other Units during the winter season.

6. 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 ICC or MC. 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 Unit. The ICC or MC may also require the removal of a temporary construction structure upon thirty (30) days written request if in the opinion of the approving committee the temporary structure is unsightly.





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

7. Completion of Construction. Once commenced, any construction of a dwelling must be pursued to completion with diligence and continuity, and in no event shall such construction period exceed one year, except for certain interior unfinished areas previously approved by the ICC. Thus, a dwelling must be enclosed and its exteriors finished within twelve (12) months of the time of beginning of construction. During the course of construction, the Unit Owner or builder shall protect from damage contiguous pavements, curbs, walks, streets, shoulders, and utility structures in the vicinity of, or leading to the construction area, and shall keep pedestrian and road rights-of-way, as well as drives, reasonably clear of equipment, building materials, dirt, debris, and similar items. No buildings constructed elsewhere shall be moved to or placed on any Unit except with the approval of the ICC. No building shall be in any manner occupied while in the course of original construction or until it complies with all applicable requirements of the Declaration, the Municipality of Anchorage, and this Exhibit. All other improvements shall be completed within ninety days following commencement of construction.

8. Fences. No fence or wall shall be erected until after the plans for such fence or wall are approved in writing by the ICC. An approved six (6) foot wood fence must be installed to provide privacy screening prior to installing a shed, dog run, pens, garden enclosures, hot tub, play equipment, play house, firewood, extra large decks, etc. No fence or wall shall be erected or placed in the front yard of any Unit nearer to the street than the front of the residence unless otherwise approved by the ICC. ("Front of the residence" means the structural wall of the primary residence or structure and not the roof eaves, porch or deck.) No metal, plastic, chain link, processed wood, picket fence, alternating board or wood link fences shall be allowed in the planned community. Only natural wood fences shall be permitted; however, posts and their brackets may be metal or processed wood with approval of the approving committee. All fences must be properly maintained as an attractive addition to the Unit. Fences include dog runs, pens, garden enclosures, and any other visible exterior boundary dividers.

No fence may exceed six (6) feet in height, including any decorative lattice trim at the top of the fence. Fences less than six (6) feet in height will not be approved. The approving committee may expressly waive, on a case-by-case basis for



individual Unit Owners, the six (6) feet height limitation for decorative gate arbors or split-rail fences, and allow up to a maximum height of eight (8) feet.

All chain link dog runs must be concealed, or covered with wood lattice that matches the color of the primary residence or structure on the Unit.

9. Landscaping. It is the intent of Declarant to require that landscaping be completed promptly after construction is completed. All homes substantially completed between and including the dates of July 1st and May 1st of the following year are to be landscaped no later than the first of August of that following year. Homes substantially completed after May 1st and on or before June 30th of the same year must be landscaped by August 15th of that same year. All walks, driveways, and parking areas shall be paved or similarly improved. All driveways and parking areas shall be paved with a ~~concrete~~ or asphalt compound to standards prescribed by traffic engineering. Vegetable gardens are not permitted in the front yard of a Unit or lot. All Unit Owners must submit their landscaping plans to the ICC for approval and all tree removal, tree thinning, vegetation removal, or planting of new trees or vegetation must be in accordance with an approved landscape plan.

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