

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
SOUTHPARK SUBDIVISION, ALL PHASES,  
WHICH INCLUDES PLAT NOS. 80-65, 81-338,  
83-213, 85-108, 85-241, AND ALL OTHER PLATS WHICH  
DEAL WITH SAID SUBDIVISION, ALL PHASES



THIS DECLARATION, MADE THIS 23<sup>rd</sup> DAY OF September,  
19 87, by the undersigned, their successors and assigns.

RECITALS

WHEREAS, it is the desire and intention of the Homeowner's Association and lot owners to impose on the lot owners mutual, beneficial restrictions under a general plan in the tract and the future owners of those lands; and,

A. Southpark Terrace Homeowner's Association, Inc., a non-profit corporation, has been incorporated under the laws of the State of Alaska for the purpose of exercising the powers and functions aforesaid; and,

B. It is desirable for the preservation of the property values; openness and semi-rural character of the property; and desirability and attractiveness of the covered property to create a corporation to which should be delegated and assigned the powers of administering and enforcing these covenants and restrictions and collecting and disbursing funds pursuant to the assessment and charges created and referred to.

C. It is the intent of this Declaration to replace the Covenants, Conditions and Restrictions, dated June 27, 1980, found at Book 505, Pages 0825 to 0841, Recorder's Office, Third Judicial District, Anchorage, Alaska, and Amendments thereto, found at Book 845, Pages 0868 to 0872, Recorder's Office, Third Judicial District, Anchorage, Alaska; and, the Covenants, Conditions and Restrictions found at Book 940, Pages 0277 to 0294, Recorder's Office, Third Judicial District, Anchorage, Alaska, and any other Covenants, Conditions, and Restrictions and Amendments thereto which predate this document.

NOW, THEREFORE, it is hereby declared that all the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvements, and sale of the lands and are established and agreed upon for the purpose of embracing and protecting the value, desirability, and attractiveness of the lands and every part thereof.

## ARTICLE I

## DEFINITIONS

The following terms used in these covenants, conditions and restrictions, shall be applicable to the Declaration and are defined as follows:

Section 1. "Architectural Control Committee" shall mean and refer to the committee provided for in the Article hereof entitled "Architectural Control."

Section 2. "Covered Property" or "Project" shall mean and refer to all the real property known as and particularly described in this Declaration as:

Southpark Terrace Estates Subdivision, according to original Plat No. 80-65, and subsequent Plat Nos. 81-338, 83-213, 85-108, 85-241, and any other plats relating to said subdivision, all located within the SW 1/4, NW 1/4, NE 1/4, Section 3, T 11 N R3 W, Seward Meridian, Anchorage Recording District, Third Judicial District, State of Alaska.

Section 3. "Lot" shall mean the lots of Southpark Subdivision and excludes land presently identified as tracts.

Section 4. "Owner" shall mean and refer to one or more persons or entities who are alone or collectively the record owner of a fee simple title to a lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Dwelling" shall mean the residential dwelling unit together with garages and other homeowner's association approved structures on the same lot.

Section 6. "Mortgage, Mortgagee, Mortgagor". Reference in this Declaration to a mortgage shall be deemed to include a deed in trust; reference to a mortgagee shall be deemed to include the beneficiary of a deed in trust; and, reference to a mortgagor shall be deemed to include the trustor of a deed in trust.

Section 7. "Articles" and "Bylaws" shall mean and refer to the Articles of Incorporation and Bylaws of the Association as the same from time to time be duly amended.

Section 8. "Association" shall mean and refer to Southpark Terrace Homeowners Association, Inc., a non-profit corporation,

incorporated under the laws of the State of Alaska, its successors and assigns.

Section 9. "Common expenses" shall mean and refer to the costs of management and administration of the Association; reasonable reserves as appropriate, taxes, if any, paid by the Association; maintenance and repair expenses of the community water system, subdivision roads, and drainage system costs incurred by the Architectural Committee; and the costs of any other item or items designated by, or in accordance with, other expenses incurred by the Association for any reasons whatsoever in connection with this Declaration, the Articles of Incorporation or the Bylaws, or in furtherance of the purposes of the Association or in the discharge of any obligations imposed on the Association by this Declaration.

Section 10. "Member" shall mean and refer to every person or entity who is a member in the Association pursuant to its Articles of Incorporation and Bylaws.

Section 11. "Board" shall mean the Board of Directors of the Association.

Section 12. "Declarant" shall mean the original developer or its heirs, assigns, or successors of Southpark Subdivision (all phases) as referenced in these covenants.

## ARTICLE II GENERAL PROVISIONS

### Section 1. General Provisions.

(A) All restrictive covenants listed and/or contained herein are subject in all instances to compliance with State of Alaska and Municipality of Anchorage zoning ordinances and pertinent restrictions.

(B) Enforcement. The Board or any owner shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation. Failure of the Board or any owner to enforce any covenant, condition or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter.

(C) Severability. These covenants and restrictions are severable and the invalidation of one shall not invalidate any

other covenants hereof and each covenant shall be independent to such extent.

(D) Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date of these amended covenants are recorded, after which time such covenants shall automatically extend for successive periods of ten (10) years, unless an instrument signed by three-fourths (3/4) of the then owners of the lots has been recorded, agreeing to change said covenants, in whole or in part. Adjacent properties in the future may be merged with Southpark Subdivision with approval of two-third (2/3) of the Southpark Subdivision lot owners and shall be governed by aforementioned covenants, conditions, and restrictions.

(E) Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract and for the maintenance of standards for the covered property. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation of construction.

(F) Amendments. This Declaration of covenants, conditions and restrictions may be amended only by the affirmative written assent or vote of not less than three-fourths (3/4) of the owners, and, further, this amendment provision shall not be amended to allow amendments by the written assent or vote of less than fifty-one percent (51%) of the owners unless otherwise stated herein.

(G) Singular Included Plural. Whenever the context of this Declaration requires the same, the singular shall include the plural and the masculine shall include the feminine.

(H) Notices. In each instance in which notice is to be given to an owner, the same shall be in writing and may be delivered personally, in which case personal delivery of such notice shall be to one or two or more co-owners, or such notice may be delivered by United States mail, postage prepaid, to the owner at the most recent address furnished by such owner in writing to the Association for the purpose of giving notice. It shall be the individual responsibility of each lot owner(s) to keep a current mailing address on file with the Homeowners Association. Any notice so deposited in the mail within Alaska shall be deemed delivered seventy-two (72) hours after such deposit.

(I) Non-liability of Officials. To the fullest extent permitted by law, neither the officers or Board of Directors, nor

Committees established by the Board shall be liable to any owner for any damage, loss or prejudice suffered or claimed on account of any decisions, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which committees or persons reasonably believed to be the scope of their duties, and the Association shall hold said parties harmless from any such claim.

(J) Failure of Owner to Comply. The failure of any owner to comply with provisions of the Declaration will give rise to a cause of action to any aggrieved owner, or the Association, acting through the Board of Directors, for the recovery of damages, or for injunctive relief, or both.

### ARTICLE III

Section 1. Membership. Every lot owner shall be a member of the Association. The terms and provisions set forth in this Declaration, which are binding upon all lot owners, are not exclusive, as owner shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the Bylaws of the Association to the extent the provisions thereof are not in conflict with this Declaration. In the event of conflict between the terms and provisions of the Declaration, Bylaws, and Articles of Incorporation, the terms of the Declaration shall prevail. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership of owners shall be appurtenant to and may not be separated from the fee ownership of any lot which is subject to assessment by the Association. Ownership of a lot shall be the sole qualification for membership. Not more than one membership shall exist based upon ownership of a single lot.

Section 2. Transfer. The membership held by any owner shall not be transferred, pledged or alienated in any way, except upon the conveyance or encumbrance of such lot and then only to the purchaser or trustor under a deed in trust affecting such lot.

Section 3. Voting Rights. The Association shall have one (1) class of voting membership:

Members shall be all owners of lots in the subdivision and shall be entitled to one (1) vote for each lot in which they possess a legal or equitable interest. When more than one person holds an equitable interest in a lot, all such persons shall be members. The vote for such lot shall be exercised as they amongst themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

All voting rights shall be subject to the restrictions and limitations provided herein and in the By-Laws of the Association.

Section 4. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot by acceptance of a deed or other conveyance, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the assessments of the Association. The assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the owner of such lot at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 5. General Duties and Powers. In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association may:

(A) Enforce the provisions of the Declaration by appropriate means, including, without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions. The promulgation of the Association rules as provided in the Bylaws which shall include the establishment of a system of fines or penalties enforceable as special assessment also as provided for in the Bylaws;

(B) Maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purpose of and protecting the interest of the Association and its members;

(C) To contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association. All such non-emergency work performed for the Association shall be pursuant to a written work-order and/or contract on a form(s) approved by the Board. Work-orders shall be approved by a designated member(s) of the Board. All contracts shall be approved by formal motion of the Board; and,

(D) Establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.

(E) Establish requirements and fees for Resale Certificates.

ARTICLE IV  
ARCHITECTURAL CONTROL

Section 1. Approval and Conformity of Plans. No lot alteration, construction of dwellings, construction of outbuildings, external modifications of dwellings and/or outbuildings shall be commenced, erected or maintained upon the covered property, nor shall any exterior addition to or change or alteration in any such structure be made:

(A) until detailed, written plans and specifications have been submitted to the Architectural Control Committee and written approval has been obtained from the Architectural Control Committee. The plans and specifications must at the very least show the nature, kind, shape, height, materials, exterior color and exterior trim and surface, location of the structure, driveway and septic system. Before granting such approval, the Architectural Control Committee shall determine that the plans and specifications conform to such architectural standards, if any, as may, from time to time, be adopted by the committee, and provide for a structure which is in harmony to external design and location with surrounding structures and topography; and,

(B) which are not constructed in accordance with such approved plans and specifications.

Such plans and specifications will not be approved for engineering design, and by approving such plans and specifications, neither the Architectural Control Committee, the members thereof, the Association or members thereof, assume liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. In the event the Architectural Control Committee fails to disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, the plans shall be deemed approved. If the Architectural Control Committee disapproves the plans within the thirty (30) days after they have been submitted, the lot owner may appeal to the Board under Section 5 of this Article.

Section 2. Appointment of Architectural Control Committee. The Board shall appoint the Architectural Committee and it shall consist of not less than three (3) members. Architectural Control Committee members shall be restricted to members of the Board.

Section 3. Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained herein, after the expiration of one (1) year from the date of issuance of a building permit by municipal or other governmental authority for any improvement, the improvement shall be deemed to be in compliance with all

provisions of this Article, unless formal proceedings shall have been instituted to enforce compliance or completion.

Section 4. General Provisions.

(A) The Architectural Control Committee may establish reasonable rules in connection with its review of plans and specifications, including, but not limited to such things as the number of sets to be submitted. The payment of a building construction fee shall be required in an amount to be set by the Board. Unless such rules are complied with, such plans and specifications shall be deemed not submitted.

(B) The address of the Committee is 4830 Southpark Bluff Drive, Anchorage, Alaska, 99516, or such other place, from time to time, be designated for submittal of plans and specifications, and the place where the current architectural standards and landscaping standards; if any, shall be kept.

Section 5. Appeal. Decisions of the Architectural Control Committee shall be appealable to the Board of Directors of the Association. Appeals may be taken to the Board by written notice to the Board not more than thirty (30) days following the final written decisions of the Architectural Control Committee. Within thirty (30) days following the receipt of such notice of appeal, the Board shall render a written decision with respect to such appeal. If a lot owner is dissatisfied with the final written decision of the Board, the lot owner and the Board shall submit the matter to non-binding, informal mediation. If mediation fails to resolve the matter, the lot owner and the Board shall submit the matter to binding arbitration. Arbitration shall be in compliance with the American Arbitration Association principles unless the lot owner and Board mutually agree to some other arbitration format. Regardless of the format selected, however, the arbitration shall be binding and final upon the lot owner and the Board. The party prevailing at mediation and/or arbitration may seek actual, reasonable fees and costs from the non-prevailing party. If it is necessary for the Board to go to court to enforce the provisions contained in these covenants, conditions and restrictions, the offending lot owner shall pay actual, reasonable fees and costs of any such action.

ARTICLE V  
USE RESTRICTIONS

Section 1. Land Use. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling not to exceed three stories in height, excluding basement level, and a private garage for not less than two vehicles.



Section 2. Business or Commercial Activity. No business or commercial activity shall be maintained or conducted on any lot as per the R-7 zoning restrictions of the Municipality of Anchorage. However, certain professional and administrative occupations may be carried on within residences on lots so long as there exists no external evidence thereof.

Section 3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than sixty-five percent (65%) of appraised value of the structure and lot combined, it being the intention and purpose of the covenant 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 these covenants are recorded, at the minimum cost stated here for the minimum permitted dwelling size. These costs refer to construction costs only and do not include the cost of the lot, utilities, or sewer/septic system. The ground floor living area of the main structure, exclusive of one story open porches, garages and greenhouses, shall not be less than 1800 square feet of finished living space for a one-story dwelling with no basement nor less than 1300 square feet of finished living space on the main floor for a dwelling of more than one story. Any multi-story/level dwelling shall have a minimum size of 2100 square feet of finished living area.

Section 4. Water Supply. No individual water supply shall be permitted on any lot.

Section 5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting other than ground cover or other material shall be placed or permitted to remain, which may damage or interfere with the installation and maintenance of utilities, or which may change the flow of drainage facilities in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. A foot trail easement shall not be utilized by motor powered vehicles of any sort except for maintenance, or as approved by the Architectural Control Committee, or as shown on the subdivision master plan.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any lot except a sign of not more than five square feet advertising the property for sale or rent, except signs used by the builder or Declarant to advertise the properties during the construction or sales period, and except political signs not more than six square feet. No such signs shall be

nailed or affixed to trees. All signs shall comply with the current zoning ordinance regulations applicable to signs.

Section 7. Animals. No animals, sled dogs, livestock including horses or poultry of any kind shall be raised, bred or kept on any lot excepting that two (2) dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No vicious dog, as defined by ordinances of the Municipality of Anchorage, shall be kept on any lot.

Section 8. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance or danger to the neighborhood. Owners shall contain or control their animals to the extent necessary to eliminate nuisance to the neighbors. Use of snowmachines, off road use of motorcycles or all other all-terrain vehicles within the subdivision is expressly prohibited.

Section 9. Temporary Structures. Temporary structures constructed on the lots shall be limited to small, approved structures under 250 square feet, which shall not be constructed without the approval of the Architectural Control Committee. These structures shall be for use during the construction phase on a lot not to exceed one (1) year and shall be promptly removed when no longer needed or within thirty (30) days of a written request by the Architectural Control Committee to remove the structure.

Section 10. Permanent, Detached Structures. With the approval of the Architectural Control Committee, as set forth in Article IV of this document, permanent, detached structures no greater than twelve (12) feet by ten (10) feet and twenty (20) feet in height may be constructed on a lot. Similar siding to that of the dwelling must be used. The Architectural Control Committee may set other criteria on such structures so that the structures are properly located on the lot; and, finished so as to blend into the surroundings as much as possible. In no case shall metal, aluminum or similar structures be approved.

Section 11. Waste Materials. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All such matter shall be kept in sanitary containers. No incinerators or other equipment for storage or disposal of garbage, trash, rubbish or other waste may be kept, maintained or located at the exterior of any dwelling except (1) in a storage shed, completely enclosed and located or connected next to the exterior wall of the dwelling; or, (2) on the day of garbage pickup.

Section 12. Sewage Disposal. All on-site sewage systems shall conform to the Anchorage Municipal Code. Regular maintenance of septic systems shall be required. As a preventive measure, all systems must be pumped at least once every twenty-four (24) months. Care to avoid excessive use of bleaches, solvents, or any substance harmful to the bacterial action of the system is to be taken. Lot owners shall comply with all Federal, State and Municipal requirements as to the upkeep, maintenance, repair and alteration of on-site sewage disposal systems.

Section 13. Completion of Exteriors. All houses must be enclosed and exteriors finished within twelve (12) months of the time of the beginning of construction, except that this time may be extended for compelling reasons at the discretion of the Board of Directors or the Architectural Control Committee to avoid hardship. No building shall be occupied prior to the completion of the exterior.

Section 14. Storage. All vehicles, boats, trailers, campers, motorcycles, snowmachines, all-terrain vehicles, and cross-country vehicles of any type, midget cars and all other similar types of property must be stored, kept, located and maintained behind the front building set-back line and no such property may be stored, kept or maintained on any street in the subdivision. No airplanes, ultra-light aircraft, helicopters or similar devices or parts thereof shall be kept on any property within the subdivision. All permitted storage shall be in such a manner as to preserve the goals set forth in this documents.

Section 15. Re-Subdivision. No lot shall be re-subdivided.

Section 16. Vehicles. No vehicle or trailer may be abandoned or allowed to remain in any lot for more than sixty (60) days if it is not in operating condition and all vehicles in any lot must be licensed. No heavy equipment such as bulldozers and road graders may be parked on any lot or street except during that time it is actually working in the subdivision in a continuous manner. No lot or street may be used for the storage of any equipment, materials, or merchandise used or to be sold in a business or trade. All owners shall comply with the parking ordinances of the Municipality of Anchorage which are applicable to residential neighborhoods.

Section 17. Drainage. All driveways and walkways from the street shall conform with the natural drainage and shall be culverted when required to allow unimpeded flow of drainage. Any alteration of natural drainage shall become the responsibility of the party changing grades and he shall make the necessary provisions for such water and run-off. All culverts shall be a minimum of 18 inches in diameter.

Section 18. Trees. No trees may be removed from any lot except those trees within the approved construction limits for the dwelling to be constructed on that lot. It is the intent of this provision that all persons purchasing lots shall do their utmost to maintain the trees and the natural wooded surroundings of their properties. In the event of excess removal of trees on any lot, the owner shall be responsible to replant and maintain live trees to the satisfaction of the Architectural Control Committee at his own expense. It shall be the responsibility of each lot owner to inform any construction personnel of these requirements and to take the necessary time and expense to make certain that: (1) no more than 4 inches of dirt is placed over any tree roots; (2) damaged roots and trees are painted with protective sealer to prevent dehydration; (3) root feeding of damaged trees is done within a timely fashion; (4) tree surgery is done on all trees deemed unsafe or unsightly to correct the condition; and, (5) roots exposed by machinery, etc. are covered by 4 inches of topsoil within thirty days of their exposure. Any lot recontouring shall be done only with the written approval of the Architectural Control Committee, and such approval shall be given only after a comprehensive plan has been developed by the owner. Minor tree surgery to enhance views is allowed.

Section 19. Fences. No fences shall be allowed to be erected on any lot except as approved by the Architectural Control Committee. If a fence is approved, it must be in the back of homes only and must be recessed a minimum of three (3) feet inward from the back two (2) corners of the home such that the fence is not visible from the front of the home. For homes located on corner lots, the back of the home shall constitute the longest dimension of the two (2) sides not facing a street. Fences are to be constructed of wood materials only. Construction grade materials such as fir and hemlock may be used for posts and stringers and only cedar or redwood may be used for facing. The fence shall be constructed such that posts, and stringers reside on the inside of the fence and facings or rails are on the outside of the fence perimeter. Fences shall not exceed six (6) feet in height. Fences shall be finished with either a natural finish or stained the same color of the home.

Section 20. Mailboxes and Newspaper Tubes. Lot owners shall use the mailboxes provided by the U.S. Postal Service. Newspaper tubes are required to conform to aesthetic standards, basic dimensions and material standards as determined by the Architectural Control Committee.

Section 21. Siding and Roofs. No metal building shall be constructed or maintained on any lot, nor may any building be constructed on any lot with a metal roof unless approved by the Architectural Control Committee. No T-1-11 siding may be used in

the construction of dwellings or permanent, detached structures. Cedar shake roofing is recommended.

Section 22. Driveway, Septic and House Location. A subdivision master plan may be provided by the Declarant to each original purchaser of every lot. House, driveway or septic locations as shown on this plan shall be plotted and staked in compliance with the intent of this master plan by a registered surveyor at the lot owner's expense. This surveyor certified plot plan shall be delivered by each owner to the Architectural Control Committee sufficiently prior to construction, showing house, driveway, and septic locations. Such locations are to be staked according to the plan. Prior to any construction activity or tree cutting, these stake limits shall be confirmed as correct by the Architectural Control Committee. No permanent damage to the natural vegetation is to occur outside of those limits. Special instructions are to be given to contractors by the lot owners to protect areas outside of these limits as shown on the master plan. Lot owners may obtain changes from this plan by approval from the Architectural Control Committee.

All roads are to have a 45 foot wide zone of undisturbed growth to each side. No driveway is to be straight. Wherever possible, a dogleg is to be constructed in the driveway to eliminate house visibility from the roadway. Wherever possible, a minimum of twenty-five (25) feet shall be left from the side lot lines to the side of a dwelling or outbuilding and thirty-five (35) feet shall be left from the back lot line to the back side of a dwelling or outbuilding. It is the intent of these requirements to provide maximum possible spacing between dwellings and/or outbuildings in the subdivision.

Section 23. Driveway Paving and Location of Utilities. The excavation for septic systems, waterlines, etc., shall be located so as not to open up visibility between houses or the roadway. Water, gas, electric and future utility installations shall be underground and located within the approved construction limits or existing cleared areas. Driveways shall be paved by owners.

Section 24. Antennae. Each dwelling shall be permitted one (1) standard TV, AM/FM antenna. No individual satellite dishes, large sending/receiving antenna or the like shall be permitted in the subdivision. It is the intent of this section to prohibit the proliferation of antennae (other than standard TV, AM/FM) in the subdivision.

Section 25. Non-conforming Uses. Any uses existing on the date this Declaration is filed for record which do not conform to those stated herein may continue as valid, prior non-conforming uses provided that said use does not violate municipal, state or federal law and does not in the future raise further problems

with these covenants. However, should the property be rented, leased, occupied or transferred to a new occupant or owner, the provisions of these covenants shall apply to any prior, non-conforming uses and said non-conforming uses shall no longer be valid.

#### ARTICLE VI WATER SYSTEM

The Declarant has installed a water system for Southpark Subdivision and hereby conveys the water system to the Association at no cost. Each owner, however, must pay for the cost of installing pipe from the service valve or manifold to his dwelling, together with a WELL X-TROL, model 252, or similar pressure/storage system and a pressure reducing valve if necessary. The installation of the pressure control system or pressure reducing valve shall be a prerequisite for connection to said water system. Connection to the water system does not preclude conformance to the pressure system requirement. Each owner shall pay a pro rata share of the monthly operating and maintenance costs of the system based on lot ownership. All lot owners are required to connect to the existing system. Any other party benefiting from the use of the water system shall pay an appropriate amount for the use of the system in an amount to be determined by the Board of Directors.

Such conveyance shall be subject to the absolute right of the Declarant to obtain at no cost from the Association all water in excess of the needs of the members of the Association.

#### ARTICLE VII RIGHTS OF MORTGAGEE

Section 1. Default. A breach of any of the provisions, covenants, restrictions or limitations hereof or the pursuit of any remedy hereunder, shall not defeat or render invalid the lien of any mortgage made by a lot owner in good faith and for value upon the interest of a lot owner. All of the provisions herein shall be binding upon and acquired through foreclosure or trustee's sale.

Section 2. Notice to Mortgagee. The Association shall make a good faith effort to notify the first mortgagee of any default by the lot owner in the performance of the lot owner's obligations under this Declaration, the Articles of Incorporation, or Bylaws of the Association, which default is not cured within thirty (30) days of notice to the owner.

Section 3. Priority. Where the mortgagee of a first mortgage of record which is recorded prior to the date on which any assessment lien became effective, or other lot owner obtains

title to the same as a result of foreclosure of any of such first mortgage, or as the result of a deed taken in lieu of foreclosure, the acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such lot which became due prior to the acquisition of title to such lot by such acquirer, but shall be subject to any future assessments which become due subsequent to his acquisition of title. Such unpaid shares of common expenses or assessments shall be deemed to be common expenses collectable from all of the lots including such acquirer, his successors and assigns.

ARTICLE VIII  
EFFECTIVE DATE OF THIS DECLARATION

This Declaration shall become effective upon the written approval of three-quarters (3/4) of the lot owners of the Southpark Subdivision (All Phases). Each lot owner shall receive a written ballot for purposes of approving or disapproving this Declaration. The date on page 1 of this Declaration is the date that the necessary three-quarters (3/4) of the lot owners of the Southpark Subdivision (All Phases) have approved this Declaration. Signatures of the Board of Directors of the Southpark Terrace Homeowner's Association, Inc. below evidence that the necessary approval has been obtained.

Ronald LaPorte  
Ron LaPorte, President  
SOUTHPARK TERRACE HOMEOWNERS  
ASSOCIATION, INC.

Tim Pinson  
Tim Pinson

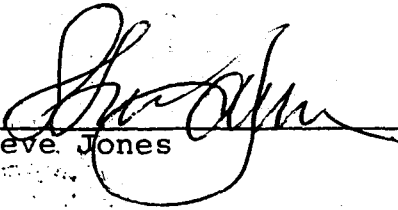
John Glaeser  
John Glaeser

Joe Moore  
Joe Moore

Sandy Skalure  
Sandy Skalure

Joe Evans  
Joe Evans

John Berggren  
John Berggren

  
 Steve Jones

  
 George Stadnicky

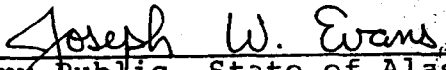
  
 Eric Skaalure

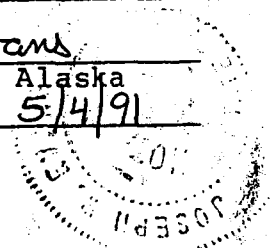
  
 Tim Derigo

  
 Norma Kerr

STATE OF ALASKA )  
 ) ss  
 THIRD JUDICIAL DISTRICT )

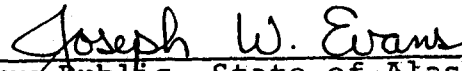
The foregoing instrument was acknowledged before me this  
26<sup>th</sup> day of September, 1987, by Ron LaPorte.

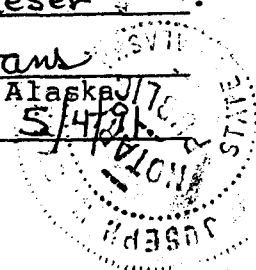
  
 Notary Public, State of Alaska  
 My Commission Expires: 5/4/91



STATE OF ALASKA )  
 ) ss  
 THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this  
26<sup>th</sup> day of September, 1987, by John Glaeser.

  
 Notary Public, State of Alaska  
 My Commission Expires: 5/4/91

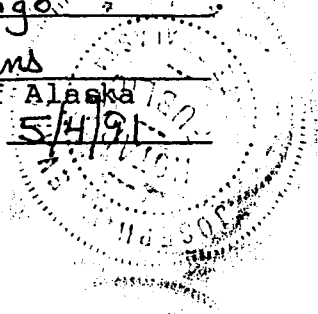




STATE OF ALASKA )  
 ) ss  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this  
26<sup>th</sup> day of September, 1987, by Tim Derigo

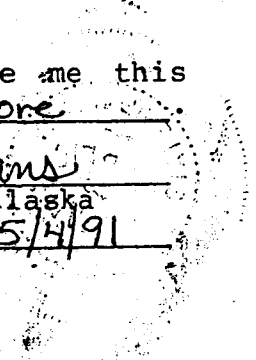
Joseph W. Evans  
Notary Public, State of Alaska  
My Commission Expires: 5/4/91



STATE OF ALASKA )  
 ) ss  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this  
27<sup>th</sup> day of September, 1987, by Joe Moore

Joseph W. Evans  
Notary Public, State of Alaska  
My Commission Expires: 5/4/91



STATE OF ALASKA )  
 ) ss  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this  
30<sup>th</sup> day of September, 1987, by Eric Skaalure

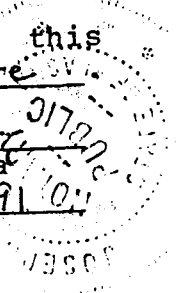
Joseph W. Evans  
Notary Public, State of Alaska  
My Commission Expires: 5/4/91



STATE OF ALASKA )  
 ) ss  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this  
30<sup>th</sup> day of September, 1987, by Sandy Skaalure

Joseph W. Evans  
Notary Public, State of Alaska  
My Commission Expires: 5/4/91

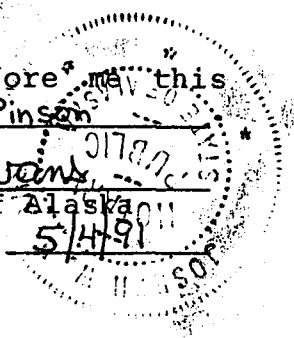


BOOK 1661

STATE OF ALASKA )  
 ) ss  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this  
30<sup>th</sup> day of September, 1987, by Tim Pinson

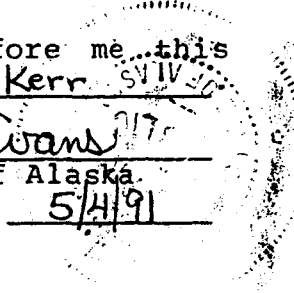
Joseph W. Evans  
Notary Public, State of Alaska  
My Commission Expires: 5/4/91



STATE OF ALASKA )  
 ) ss  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this  
30<sup>th</sup> day of September, 1987, by Norma Kerr

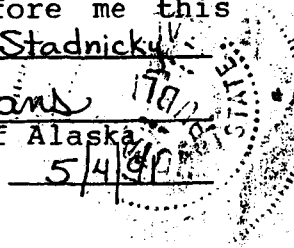
Joseph W. Evans  
Notary Public, State of Alaska  
My Commission Expires: 5/4/91



STATE OF ALASKA )  
 ) ss  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this  
30<sup>th</sup> day of September, 1987, by George Stadnick

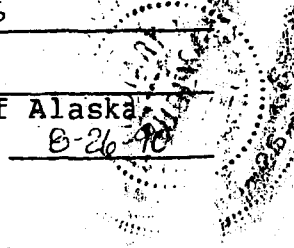
Joseph W. Evans  
Notary Public, State of Alaska  
My Commission Expires: 5/4/91



STATE OF ALASKA )  
 ) ss  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this  
1<sup>st</sup> day of OCTOBER, 1987, by JOE EVANS

J. Marker  
Notary Public, State of Alaska  
My Commission Expires: 8-26-90



STATE OF ALASKA )  
 ) ss  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this  
2nd day of October, 1987, by STEVE JONES

*J. Mark*  
Notary Public, State of Alaska  
My Commission Expires: 8-26-90

STATE OF ALASKA )  
 ) ss  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this  
7th day of October, 1987, by JOHN BERGGREN

*J. Mark*  
Notary Public, State of Alaska  
My Commission Expires: 8-26-90

PLEASE RETURN TO:  
Joseph W. Evans  
1127 W. 7th Ave.  
Anchorage, Alaska 99501  
(907) 263-7251

87-069824

64ccp

RECORDED-FILED  
ANCHORAGE REC.  
DISTRICT

OCT 14 11 39 AM '87

REQUESTED BY BIRCH,  
ADDRESS HORTON



**ADDENDUM TO**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,  
SOUTHPARK SUBDIVISION, ALL PHASES, WHICH INCLUDES  
PLAT NOS. 80-65, 81-338, 83-213, 85-108, 85-241, AND  
ALL OTHER PLATS WHICH DEAL WITH SAID SUBDIVISION, ALL PHASES**

**AFFIDAVIT OF RON LaPORTE**

State of Alaska                    )  
  )ss:  
Third Judicial District         )

**RON LaPORTE**, being first duly sworn, deposes and states as follows:

1. I was President of the Southpark Terrace Homeowner's Association, Inc. from approximately 1986 through 1989. On September 26, 1987 I executed, as President of Southpark Terrace Homeowner's Association, Inc., the **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, SOUTHPARK SUBDIVISION, ALL PHASES, WHICH INCLUDES PLAT NOS. 80-65, 81-338, 83-213, 85-108, 85-241, AND ALL OTHER PLATS WHICH DEAL WITH SAID SUBDIVISION, ALL PHASES**, recorded in the Anchorage Recording District, Third Judicial District, State of Alaska, in Book 1661, at Pages 0689 through 0707, on October 14, 1987 (referred to as Declaration, below).

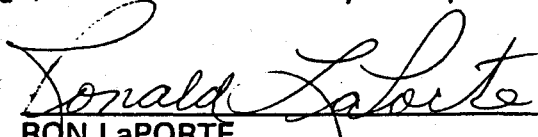
2. I assisted in putting together this document which was done from prior information at hand and without benefit of a title search.

3. It was our intent only to replace the multiple covenants, conditions and restrictions that were in effect for Southpark Subdivision with a single document. There was no intent to include property that was not already subject to the various covenants, conditions and restrictions referred to at "C" of the Declaration.

4. At the time of execution and recording the Declaration we were not aware that Lots One (1) and Two (2), Block Three (3), Lots One, Two, Three, Four, Five and Six (1,2,3,4,5 and 6), Block Two (2), and Tracts B and C of Plat No. 83-213 had been deleted from the Covenants, Conditions and Restrictions of Southpark Subdivision, Addition No. 2. Since these lots had been previously deleted we could not have unilaterally imposed our covenants, conditions and restrictions on these lots and therefore, it was not our intention to have the Declaration subject this property to the Declaration.

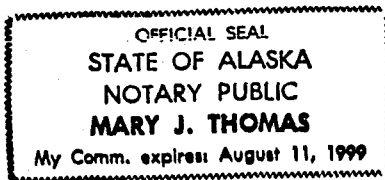
FURTHER AFFIANT SAITH NOT.

Dated at Anchorage, Alaska this 16<sup>th</sup> day of September, 1996.

  
RON LaPORTE

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.  
)

SUBSCRIBED AND SWORN to before me this 16<sup>th</sup> day of September, 1996, personally appeared Ron LaPorte.



  
NOTARY PUBLIC - STATE OF ALASKA  
My Commission Expires: 08/11/99

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**ADDENDUM TO**  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, SOUTHPARK  
SUBDIVISION, ALL PHASES, WHICH INCLUDES PLAT NOS. 80-65, 81-338, 83-213,  
85-108, 85-241, AND ALL OTHER PLATS WHICH DEAL WITH SAID SUBDIVISION,  
ALL PHASES  
Page 2