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2011-032403-0

Recording Dist: 301 - Anchorage
7/13/2011 12:27 PM Pages: 1 of 37



Please return to:
Anchorage Development & Construction, LLC
9441 Elmore Road
Anchorage, AK 99507

DECLARATION OF CONSERVATION COVENANTS AND RESTRICTIONS

THIS DECLARATION OF CONSERVATION COVENANTS AND RESTRICTIONS (this "Declaration") is hereby made by Anchorage Development & Construction, LLC the undersigned "Declarant". Declarant is the owner in fee simple of Tract 1, Horace Subdivision lying in Municipality of Anchorage, Alaska. (This Tract of land is currently being re-platted. When the plat is recorded, these wetlands will be located on Tract "B" of Shangri-La Estates East Subdivision). Declarant comes now and, for good valuable consideration, declares conservation use restrictions on the Class "B" wetlands located within Tract 1, Horace Subdivision the property hereinafter described. A legal description of the Property and the designated wetlands subject to this Declaration is more particularly described in Attachment "A" hereto attached and made a part hereof. The Declaration hereinafter stated shall apply to a portion of the Property described Attachment "A" and is by reference, incorporated herein for a description and for all other legal purposes.

PREMISES

WHEREAS, Declarant was issued a permit by the US Army Corps of Engineers ("USACE") Action Number POA-2006-1874, Dated May 25, 2011 pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344) under the administrative regulatory authority of the USACE Regulatory Division, Anchorage District, Alaska setting forth authorization for certain dredge and/or discharge of fill activities in waters of the United States, including wetlands and streams; and

WHEREAS, said POA-2006-1874, Dated May 25, 2011 is attached hereto as Attachment "B" and by this reference is made a part hereof; and

WHEREAS, dredge and/or discharge of fill material in jurisdictional waters of the United States including wetlands and streams pursuant to the Clean Water Act, Section 404, requires compensatory mitigation by perpetual protection of the mitigation property; and

WHEREAS, a survey with seal affixed by an Alaska registered surveyor of the bearings and distances and coordinate values of the boundary of the Property referenced as Attachment A has been recorded as Plat No 71-50, Anchorage Recording District, Third Judicial District, State of Alaska. The survey shows the exterior boundary of the Property. The property contains 39.94 acres. The property further contains approximately 9.18 acres of wetlands. The survey is made a part of this Declaration and is incorporated by reference; and

WHEREAS, a portion of the Property is approved as a wetland for use by, Anchorage Development & Construction, LLC as compensatory mitigation which satisfies in full the issue permit requirements and may be applied to projects that require discharge of fill into waters of the U.S. After consideration of avoidance and minimization pursuant to Section 404b1 of the Clean Water Act the impact must be on site and foreseeable. As of the date of this covenant, the action that is reasonable foreseeable and has yet to be defined would be the impact associated with the Municipality of Anchorage's required secondary access for the subdivision. The crossing has not been evaluated with regards to the CWA. No other impacts are considered reasonably foreseeable in this document. Permits identified to date as having identified a portion of this Tract for compensatory mitigation use are POA-2006-1874, dated May 25, 2011, which resulted in 0.3 REV 2 debits as calculated with the 2011 Anchorage Debit Credit Methodology. The remaining 1.2 REV 2 credits associated with this covenant may be applied to impacts associated to the stream crossing, after avoidance and minimization measures have been addressed. The Declarant agrees to the establishment and preservation of the designated wetland on the Property pursuant to a mitigation plan. The remaining credits will not be for additional permits other than the stream crossing. The release of credits must be approved by the Corps prior to any jurisdictional activities. The Property is to remain subject to this Declaration of Conservation Covenants and Restrictions in perpetuity; and

WHEREAS, the Property is part of a planned community known as Shangri-La Estates East which will be subject to the provisions of General Restrictive Covenants to be recorded with the Anchorage Recording District, Third Judicial District, State of Alaska. This Declaration will be incorporated into the General Restrictive Covenants for Shangri-La Estate East; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Declarant and each and every subsequent owner and occupant of the real property, and as required mitigation for dredge and/or discharge of fill material in waters of the United States including wetlands and streams, Declarant has promised to place certain restrictions on the designated wetlands located on the Property exclusively for the conservation purposes, in order that it shall remain substantially in its natural condition, in perpetuity.

1

Transfers, Amendments & Extinguishment

Declarant does hereby declare that the designated wetlands located on the Property described hereinafter shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of the covenants, easements and affirmative obligations all of which shall run with the Property and will be binding on all persons, firms, associations, corporations or governmental entities having or hereafter acquiring any right, title or interest in said Property, or any part thereof, the heirs, executors, administrators, successors and assigns. All the Declarant's



responsibilities associated with the Declaration shall cease if the property is sold, transferred, or conveyed. The terms and conditions of this Declaration of Covenants and Restrictions shall be both implicitly and explicitly included in any subsequent transfer, conveyance, or encumbrance affecting all or any part of the conservation property. It shall set forth the terms and conditions of this document either by reference to this document and its recorded location or by attachment and incorporation by reference. The covenant shall not be amended or extinguished except by written approval of the USACE, or its successor in administration of the Clean Water Act. Amendments to the restrictive covenant for the purpose of proposing additional impact are not favored and will be considered only in rare circumstances following the USACE policy and procedures. If amendments are to be considered, the USACE and/or the Owner must be notified in writing within 30 days. Amendments shall be signed by the USACE and shall be recorded in the official records of the county in which the Property is located.

2

Property as Open and Common Area

The designated wetlands is set aside for conservation use and shall be designated as an undeveloped common area and will not now, nor in the future, be made part of any single lot or lots in a residential or mixed use subdivision or a subdivided commercial development, but rather the designated wetlands shall be held, maintained and managed by the owner, developer, corporation, homeowner or business association as an open, common and undeveloped conservation area. There shall be no legal or de facto division, subdivision or partitioning of the protected Property used as mitigation unless approved by USACE.

3

Prohibited Uses

Except as necessary (1) to carry out wetland restoration, enhancement and/or establishment in keeping with the mitigation plan of the permit as approved by USACE; or, (2) to fence the property to keep out livestock, domestic animals, trespassers, or for protection or enhancement of the property; or, (3) to carry out management and maintenance of the property as approved in writing by the USACE; the actions encompassed as prohibited within the designated wetlands by this covenant shall include but not be limited to the following:

- A. Clearing, cutting or mowing:
- B. Earthmoving, grading, removal of topsoil, cultivation, burning, filling or changes in the topography of the land in any manner.
- C. Placement of refuse, wastes, sewage, dredged spoil, solid waste, incinerator residue, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, or agricultural waste on the Property;
- D. Draining, ditching, diking, dredging, channelizing, pumping, impounding, excavating;



- E. Diverting or affecting the natural flow of surface or underground waters within, or out of the designated wetlands; manipulating or altering any natural water course, body of water or water circulation and any activities or uses detrimental to water quality;
- F. Mining, drilling;
- G. Burning, systematically removing or cutting timber or otherwise destroying any vegetation. Upon approval from the USACE, selective pruning, unsafe trees or exotic non-native vegetation may be removed in accordance with current scientific best management practices as set out by the U.S. Forestry or the Alaska Forestry Commission;
- H. Spraying with biocides or use of herbicides or pollutants that violate water quality standards;
- I. Introducing exotic species, altering the natural state of the wetlands or streams or causing erosion or sedimentation;
- J. Grazing or use by domesticated animals such that animal wastes enter soil and water;
- K. Construction of any kind in the wetlands whether temporary or permanent.
- L. Use of off-road vehicles and use of motorized vehicles except on existing roadways is prohibited.
- M. Display of billboards, signs, or advertisements on or over the Property, except for the posting of no trespassing signs, temporary signs indicating the property is for sale, signs identifying the trees, vegetation, wetlands or conservation values of the property and/or signs identifying the owner of the property.
- N. Upon notice to USACE, conservation and wildlife habitat and wildlife habitat management plans may be implemented by the Alaska Department of Natural Resources Wildlife Resource Division, US Forest Service, conservation land trust holding conservation easements, other conservation management entities where the management does not result in any impacts to the wetlands/streams/riparian corridors and its buffers, or to the property protected for its historical, cultural, and/or archeological value, and where the proposal would enhance the management of the designated wetlands for its conservation use.

4

Easements

- A. The protected property is free and clear of any and all liens, loans, claims, restrictions, easements and encumbrances, except as otherwise identified in this document and its attachments.
- B. Existing utility line easements, roads, right-of-ways, access easements, and structures on the property, if any, are shown on the survey.



- C. Environmental impacts, if any, cause by existing easements such as roads, utility lines or pipelines, where such easements are in place as of the date of the recording of this restrictive covenant, and where the easements are shown on the survey, shall not be considered as causing any prohibited impacts to the designated wetlands by their use and maintenance.
- D. Should such an easement on the Property, not listed in paragraph (4) (A), or not meeting the criteria of paragraph (4) (A) and prior in time and recording to this restrictive covenant, be exercised in such a manner that it conflicts with the prohibited uses of the designated wetlands set out in this restrictive covenant, then the owners of the property, whether the Declarant of this covenant or any heirs, executors, administrators, successors or assigns, shall be responsible for providing alternative conservation mitigation in such amounts and of such service and function as the USACE or any enforcer of this covenant shall determine in accordance with the terms of the permit with Section 404 of the Clean Water Act and its implementing regulations.

5

Representations

Declarant represents and warrants that after reasonable investigation, and to the best of its knowledge:

- A. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, or regulation. As hazardous, toxic, polluting, or otherwise contaminating to water or soil, has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from or across the designated wetlands;
- B. There is no underground storage tanks located on Property, whether presently in service or closed, abandoned, or decommissioned;
- C. The Property is in compliance with all federal, state, and local laws, regulations, and permits and there is no pending or threatening litigation in anyway affecting, involving, or relating to the property in any way;
- D. The conservation property is not landlocked and there is access to the protected property by an access easement.

6

Affirmative Duties

- A. Declarant/Owner will take action to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the conservation values of the designated wetlands or that are other inconsistent with this Declaration.



- B. A management plan shall be developed by the Déclarant and its successors for the management of the Property for its conservation duties. Adequate financial resources shall be allocated by the property owner for the protection of the property. Declarant shall take immediate action to cure violations of this restrictive covenant.

7

Exclusive Possession

Declarant, its personal representatives, heirs, executors, administrators Successors and assigns, reserve all other rights accruing from its ownership of the Property including, but not limited to the exclusive possession of the property, the right to transfer or assign their interests in the same, the right to take action necessary to prevent erosion on the property, to protect the property from losing its conservation functions and services, or to protect public health or safety; and the right to use the property in any manner not prohibited by this Declaration and which would not defeat or diminish the purpose of the Declaration.

8

Benefits to the General Public

It is expressly understood and agreed that this covenant does not necessarily grant or convey to members of the general public, any rights of ownership, interest in, or use of the protected property unless so designated by the owner for such purpose. Nonetheless, the property has significant aesthetic and conservation value in its present or restored state as a predominantly natural area which has not been subject to extensive development or exploitation. The protection of the jurisdictional and non-jurisdictional waters of the United States, their buffers and uplands, floodplains, vegetation, scenic, open space, aquatic and wildlife habitat are considered of great importance to the wellbeing of the general public and to all the citizens of Alaska and are worthy of preservation and conservation.

9

Enforcement

The USACE and/or the Environmental Protection Agency, or its successors, as third party beneficiaries hereof, are hereby specifically granted the authority to enforce the provisions of this Declaration pursuant to the Clean Water Act Section and implementing regulations. Appropriate remedy for violation of this section is contemplated to include, without limitation, injunctive relief to restrain such violation, restoration, administration, civil or criminal penalties as well as any other remedy available under law or equity. However, no violation of this covenant shall result in a forfeiture or reversion of the title. It shall not be a defense, for the purpose of the covenant, that the conservation functions and services of the property were impacted without the owner's knowledge or consent, or that the waters on the property were deemed non-jurisdictional waters of the United States either by their function or statute. The designated wetlands were offered and accepted as mitigation and are therefore subject to the contractual terms of the permit and this Declaration. Loss of conservations functions and services shall not be required to be replaced if damage is due to acts of God so long as there has been completion of the mitigation requirements of the permit as to restoration, enhancement, establishment, and monitoring.



10
Ingress and Egress

The USACE, and/or the Environmental Protection Agency, their assigned agents and contractors, shall at reasonable times and upon notice to the owner, have access to an access easement for the right of ingress and egress to inspect the designated wetlands in order to monitor and to ascertain whether there has been compliance with this Declaration. Posted signs declaring the designated wetlands to be conservation property shall be posted and maintained by the owner in order to provide notice of the land use designation.

11
Covenant Runs with the Land

This covenant shall not terminate upon some fixed amount of time but shall run with the land in perpetuity both as to benefit and as to burden and shall be enforceable against Declarant and all present and future owners, tenants and other holders of any interest in the Property. This covenant is established for the purpose of preserving, enhancing and conserving wetlands and accepted as mitigation, the associated conservation values, services and functions. Furthermore, this covenant carries out the statutory requirement of Section 404 of the Clean Water Act and the implementing regulations.

12
Intent of Clean Water Act

The intent of the Clean Water Act ("CWA") Section 404 is to restore and maintain the chemical, physical, and biological integrity of the Nation's waters. The intent of this document is that the property be perpetually protected as conservation lands.

13
Written Notice of Legal Action Against Property

Pursuant to the CWA the District Engineer, c/o Office of Counsel, United States Department of the Army, Corps of Engineers, Alaska District, Anchorage, Alaska, shall be provided with a 60-day advance written notice of any legal action concerning this covenant, or of any action to extinguish, void, or modify this covenant, in whole or in part. The restrictive covenant is intended to survive foreclosure, tax sales, bankruptcy proceedings, zoning changes adverse possession, abandonment, condemnation and similar doctrines or judgments affecting the property. A copy of this recorded document shall accompany said notice.

14
Eminent Domain

If any or part of the protected wetlands is taken by exercise of the power of eminent domain, so as to terminate this covenant, in whole or in part, USACE shall be given notification by the Owner within 30 days for the purpose of providing the condemner with the values and cost of replacement in kind of the ecological units and the conservation functions, services, and values



of jurisdictional or not-jurisdictional mitigation on the property. Subject to the approval by the USACE, options for compliance with the CWA Section 404 by the condemner are contemplated to include: (1) Re-recording of the USACE model Declaration of Conservation Covenants and Restrictions on the property by the new owner thereby preserving the existing waters of the U.S. and their buffers on the site; (2) Funds sufficient for the acquisition and protection of alternative real property in the same watershed providing equivalent conservation functions, services and values of wetlands, streams, creeks, shorelines, other waters of the U.S. and their buffers; or (3) If available, the option to purchase conservation mitigation credits from an authorized wetland/stream mitigation bank sufficient to replace the conservation mitigation functions, services, and values of the wetlands, streams, creeks, shorelines, and other waters of the U.S. and their buffers; (4) Payment to an in lieu fee mitigation wetlands/streams trust account approved by the USACE in an amount sufficient to purchase and protect alternative real property in the same watershed with the equivalent mitigation conservation functions, services, and values, or (5) Any alternative conservation mitigation as may be approved by USACE in compliance with the regulations and requirements.

15

Removal to a U.S. Federal District Court

The USACE reserves the right to remove a legal action affecting waters of the United States to the United States Federal District Court in the district where the land lies.

16

Recordation of Instrument

Declarant shall execute and record this instrument in 10 days in the official records office of the Clerk of the Superior Court in the Municipality in which this property lies and shall provide the USACE with a copy of the recorded covenant and attachments. Declarant may re-record this instrument at any time as may be needed to preserve its rights.

IN WITNESS WHEREOF Declarant has duly executed this covenant on this 12th day of July, 2011.

Earl W. Ford
Anchorage Development & Construction, LLC
Earl Ford, President

July 12, 2011
Date

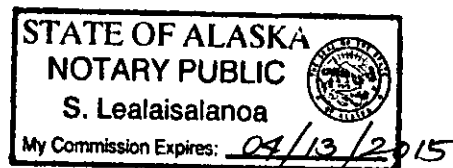


ACKNOWLEDGEMENT:

STATE OF ALASKA {SS

Mr. Earl Ford, President of Anchorage Development & Construction, LLC acknowledged before me this 12th day of July, 2011 that he signed the above instrument and that this Declaration is his Act.


Notary Public for the State of Alaska
My Commission Expires: 04/13/2015



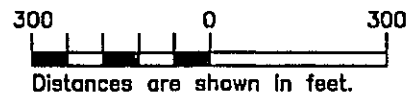
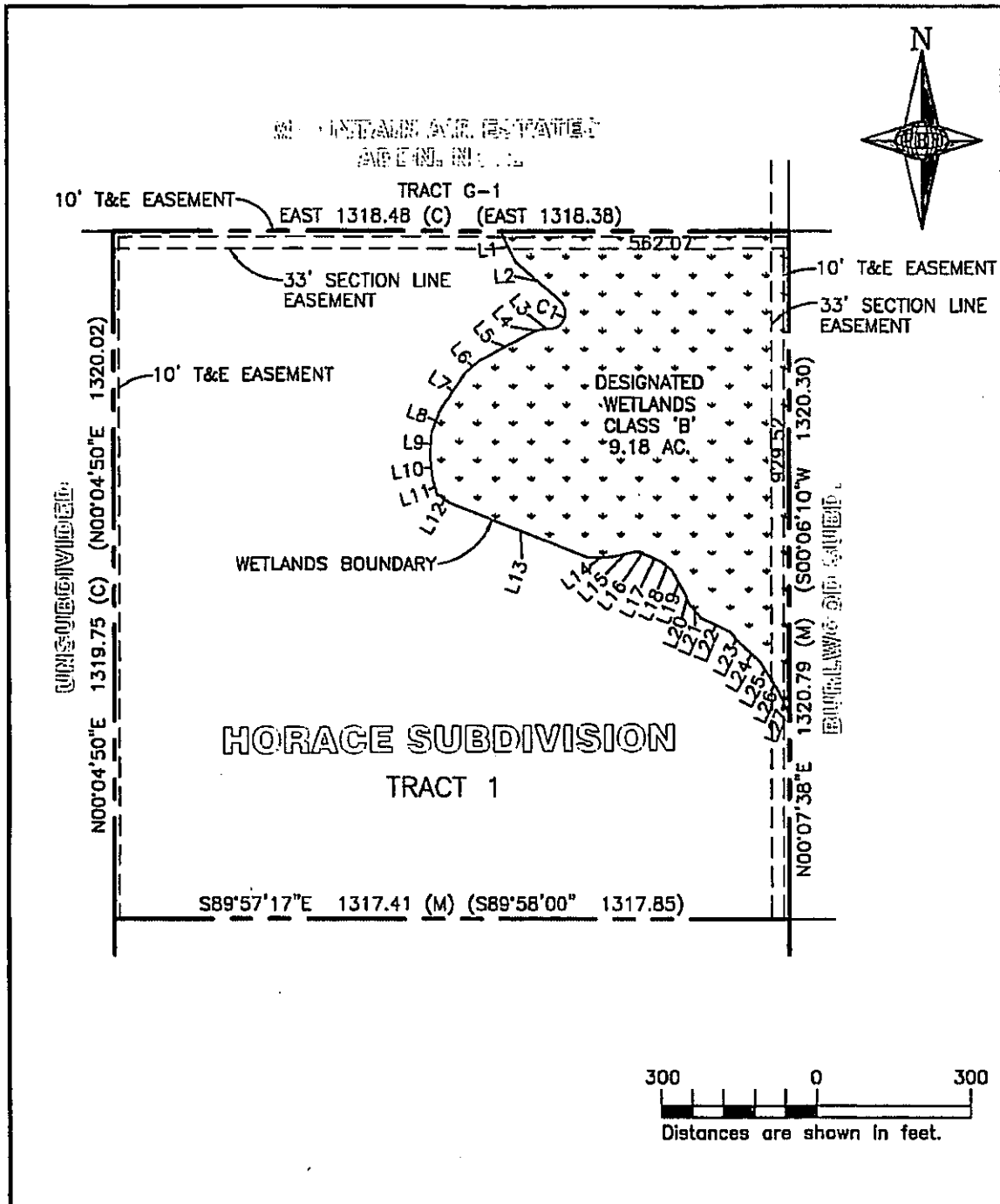
ATTACHMENT "A"

**Property & Designated Wetlands
Boundary Description**



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2011-032403-0

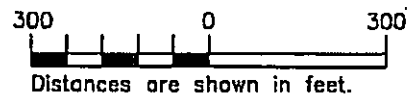


PURPOSE: COMPENSATORY MITIGATION Location: N 1/2 SECTION 2, T11N, R3W, S.M.	APPLICATION BY: ANCHORAGE DEVELOPMENT & CONSTRUCTION, LLC. 9441 ELMORE ROAD ANCHORAGE, AK 99507	HORACE SUBDIVISION TRACT 1 PROPERTY MAP SCALE: NTS DATE: 6/05/11 SHEET 1 OF 2
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LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S26°41'27"E	65.59
L2	S49°45'55"E	114.81
L3	S86°11'09"W	19.61
L4	S71°33'54"W	21.60
L5	S62°40'34"W	115.30
L6	S48°48'51"W	36.30
L7	S35°21'13"W	85.82
L8	S20°52'22"W	47.52
L9	S04°23'55"W	44.52
L10	S06°34'55"E	44.68
L11	S16°23'22"E	30.25
L12	S59°23'11"E	33.67
L13	S68°47'02"E	287.59
L14	N88°01'30"E	49.54
L15	N77°07'30"E	45.04
L16	S71°12'10"E	25.31
L17	S67°08'41"E	28.97
L18	S49°34'26"E	26.25
L19	S28°44'23"E	52.32
L20	S21°22'14"E	18.28
L21	S38°49'47"E	38.95
L22	S63°44'00"E	63.54
L23	S42°21'27"E	34.05
L24	S46°58'30"E	45.55
L25	S33°21'59"E	36.33
L26	S29°25'39"E	33.13
L27	S24°01'21"E	48.25

LEGEND	
EXISTING	DESCRIPTION
---	PROPERTY LINE
(M)	MEASURED
(C)	COMPUTED
()	INFORMATION PLAT 71-50
T&E	TELECOMM AND ELECTRICAL EASEMENT
• • • •	DESIGNATED WETLANDS

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	BEARING
C1	30.00	135°57'04"	71.18	55.62	S18°12'37"W



PURPOSE: Location: N 1/2 SECTION 2, T11N, R3W, S.M.	APPLICATION BY: ANCHORAGE DEVELOPMENT & CONSTRUCTION, LLC. 9441 ELMORE ROAD ANCHORAGE, AK 99507	HORACE SUBDIVISION TRACT 1 MAINTENANCE PLAN SCALE: NTS DATE: 6/05/11
		SHEET 2 OF 2



ATTACHMENT "B"

**Corps of Engineer Permit
Number POA-2006-1874**





REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, ALASKA
ANCHORAGE FIELD OFFICE CEPOA-RD-SA
1600 A STREET SUITE 110
ANCHORAGE, ALASKA 99501-5146

May 25, 2011

Regulatory Division
POA-2006-1874

Mr. Earl Ford
Anchorage Development and Construction LLC
9441 Elmore Road
Anchorage, Alaska 99507

Dear Mr. Ford:

This is in response to your February 28, 2011, application for a Department of the Army (DA) permit to construct an access road for the Shangri-La East Subdivision. The road will require the placement of three culverts into an ephemeral stream and fill into a wetland. The culverts will be 30-inches in diameter. Total area of ephemeral channel to be culverted will be 600 square feet (0.014-acre) with 18.5 cubic yards of fill. 75 cubic yards of Type IIA Classified fill will be discharged into 0.005-acre of seasonally inundated wetlands. It has been assigned file number POA-2006-1874, Little Rabbit Creek, which should be referred to in all future correspondence with this office. The project site is located within Section 2, T. 11 N., R. 3 W., Seward Meridian; USGS Quad Map Anchorage A-8; Latitude 61.0755° N., Longitude -149.7512° W.; Shangri-La East Subdivision; Wetland unit 84; on maps #107-108 of the Municipality of Anchorage Wetland Atlas, 2008 edition; in Anchorage, Alaska.

Based on our review of the information you furnished and available to us, we have determined the above property contains waters of the United States (U.S.), including wetlands, under the Corps' regulatory jurisdiction. A copy of the Approved Jurisdictional Determination form is available at <http://www.poa.usace.army.mil/reg/ApprovedJDs.htm> under the above file number.

This approved jurisdictional determination is valid for five (5) years from the date of this letter, unless new information supporting a revision is provided to us before the expiration date. Enclosed is a Notification of Administrative Appeal Options and Process and Request for Appeal form regarding this approved jurisdictional determination (see section titled "Approved Jurisdictional Determination").

DA permit authorization is necessary because your project would involve placement of fill material into waters of the U.S. under our regulatory jurisdiction.

Based upon the information and plans you provided, we hereby verify that the work described above, which would be performed in accordance with the



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2011-032403-0

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enclosed plan (sheets 1-11), dated May 11, 2011, is authorized by Nationwide Permit (NWP) No. 29, Residential Developments. NWP No. 29 and its associated Regional and General Conditions can be accessed at our website at www.poa.usace.army.mil/reg. Regional Conditions D, E, and F apply to your project. You must comply with all terms and conditions associated with NWP No. 29, as well as with the special conditions listed below:

1. The project will incur 0.02 REV 1 debits, 0.06 REV 2 debits, 0.32 REV 3 debits calculated with the 2011 Anchorage Debit Credit Methodology (ADCM). As compensatory mitigation, the permittee shall preserve 9.09 acres of wetlands on the northeast corner of the project area (identified on sheet 2 of 13, dated March 22, 2011 of the project plans and sheets 1-3, dated May 18, 2011, of the Compensatory Mitigation Plan dated May 18, 2011). The wetlands to be preserved are part of Wetland Unit B4 of the Municipality of Anchorage's Wetland Management Plan and would generate 1.8 REV 2 credits (using the 2011 ADCM). The remaining credits (1.5 REV 2 credits) may only be used by the permittee for future impacts in the Shangri-la East subdivision. The wetlands shall be placed into a restrictive covenant. The covenant will be written and recorded to prohibit in any way alteration of the vegetation, soils or hydrology, operation and storage of motorized vehicles, and the dumping or storing of any debris. The permittee shall submit to the Corps the proposed language for the Corps approval prior to recording it on the deed. The restrictive covenant shall be recorded with the Alaska Department of Natural Resources Recorder's Office, Anchorage Recording District, including the drawing and legal description. Proof of this recording shall be provided to the Corps of Engineers, prior to construction, at the following address:

U.S. Army Corps of Engineers
1600 A Street, Suite 110
Anchorage, Alaska 99501
2. Effective erosion control structures (i.e., silt fences) shall be installed and maintained before, during, and after construction to prevent erosion and the introduction of sediments and/or contaminants into adjacent waters of the U.S., including wetlands. These structures shall remain in place until all fills (including side slopes) or other disturbed areas subject to potential erosion have been permanently stabilized. Active sloughing, increased water turbidity and sediment in drainage ditches, streams, and/or adjacent wetlands shall be evidence of insufficient stabilization.
3. Wetland and stream boundaries shall be clearly identified in the field (e.g., staking, flagging, silt fencing, etc.) prior to site clearing and construction to ensure avoidance of impacts to waters of the U.S., including wetlands, beyond the project footprint. In no case may disturbance extend beyond the identified fill footprint (without prior approval from the Corps of Engineers).



4. Trenches and ditches cannot be constructed or backfilled in such a manner as to drain waters of the U.S. (e.g., backfilling with extensive gravel layers, creating a french drain effect). Ditch plugs or other methods shall be used to prevent this situation.
5. Previously vegetated areas disturbed during project construction and any exposed slopes created by construction activity shall be restored to their original contour, as close as possible, and revegetated with native plant species during the first growing season after disturbance. Revegetation shall continue until the percent live cover of native vegetation similar to adjacent areas is restored to a minimum of 75%. Stabilization measures shall remain in place until the 75% cover is achieved.
6. The permittee shall place in the lot deed and platting notes of all parcels (Block 1, lot 8; Block 2, lot 6; Block 3, lots 2, 4, 5, 6, 7, 8, and 9; Block 4, lots 5, and 6) containing waters of the U.S., including wetlands, language similar to the following for transfer to future property owners, "Portions of this property contain waters of the U.S. regulated under Section 404 of the Clean Water Act. Additional authorization may be required for mechanized land clearing or the discharge of fill material (including culverts) into waters of the U.S., including wetlands. Additional authorization, if required, must be obtained from the U.S. Army Corps of Engineers prior to conducting the jurisdictional work."
7. Culvert installation shall occur during conditions when no surface water is present in the ephemeral stream.

Further, please note General Condition 26 requires that you submit a signed certification to us once any work and required mitigation are completed. Enclosed is the form for you to complete and return to us.

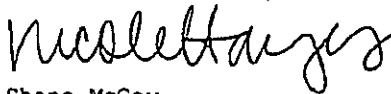
This verification is valid until the NWP's are modified, reissued, or revoked. All of the existing NWP's are scheduled to be modified, reissued, or revoked prior to March 18, 2012. It is incumbent upon you to remain informed of changes to the NWP's. We will issue a public notice when the NWP's are reissued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permits are modified or revoked, you will have twelve (12) months from the date of the modification or revocation of the NWP's to complete the activity under the present terms and conditions of these nationwide permits.

Nothing in this letter excuses you from compliance with other Federal, State, or local statutes, ordinances, or regulations.



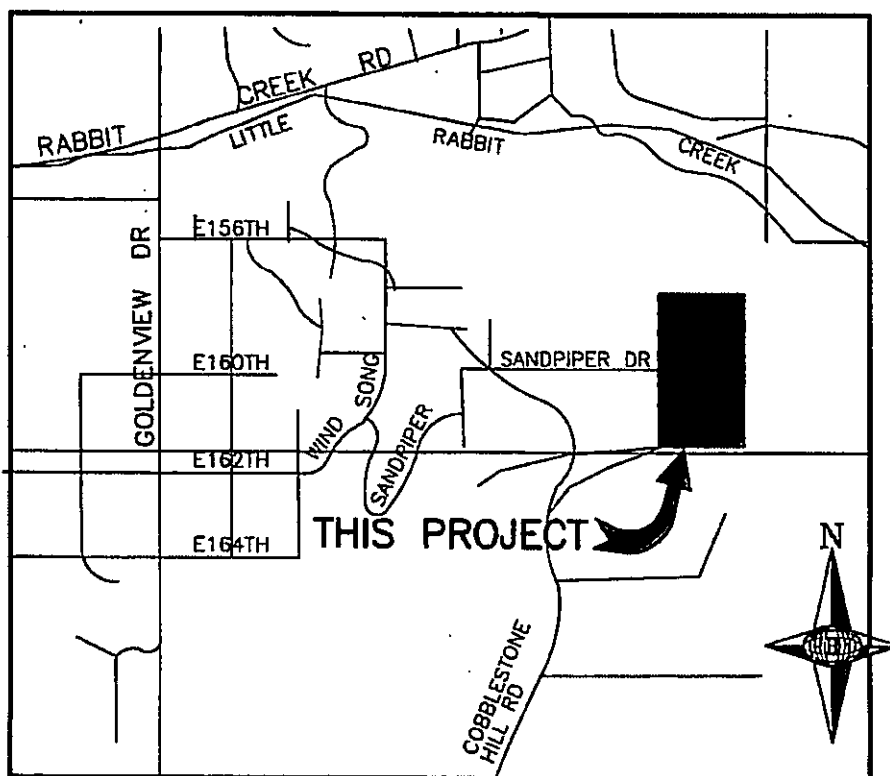
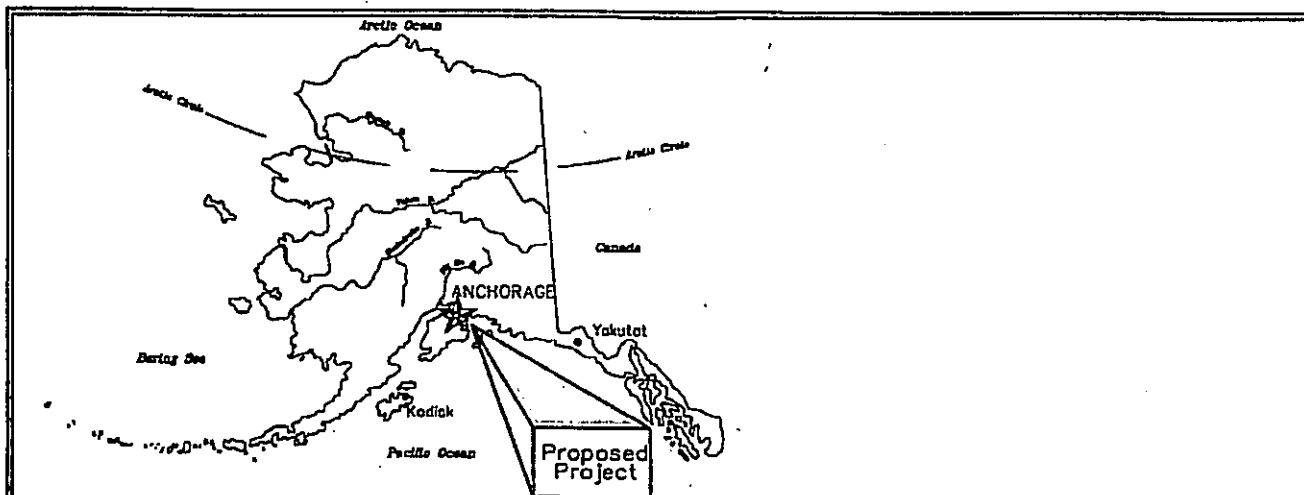
You may contact me via email at shane.m.mccoy@usace.army.mil, by mail at the address above, by phone at (907) 753-2715, if you have questions or to request paper copies of the jurisdictional determination, regional and/or general conditions. For additional information about our Regulatory Program, visit our web site at www.poa.usace.army.mil/reg.

Sincerely,

for 
Shane McCoy
Regulatory Specialist

Enclosures





PURPOSE: SUBDIVISION ROAD

APPLICATION BY:

ANCHORAGE DEVELOPMENT &
CONSTRUCTION, LLC.
9441 ELMORE ROAD
ANCHORAGE, AK 99507

SHANGRI-LA ESTATES EAST

VICINITY MAP

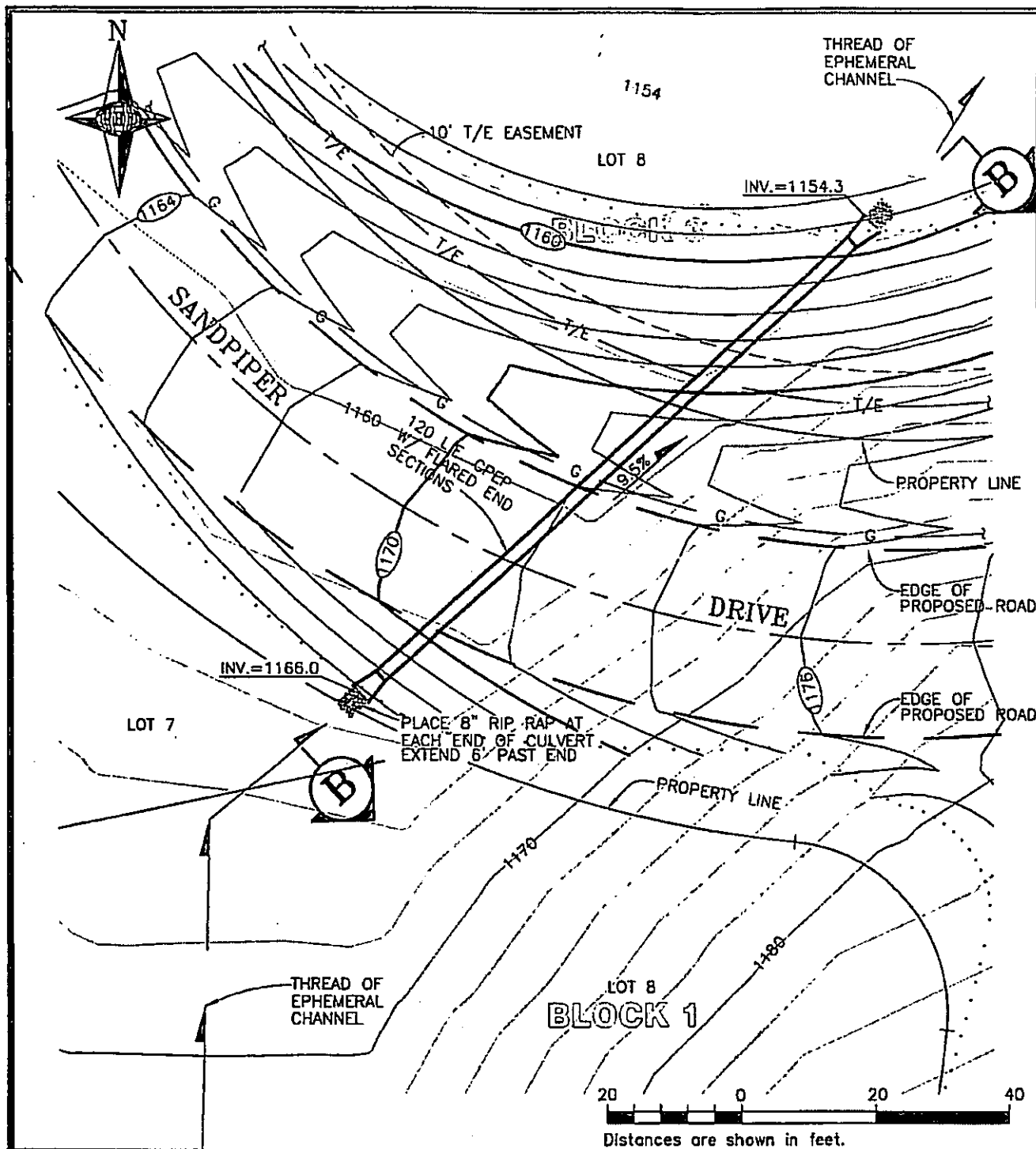
Location: N 1/2 SECTION 2,
T11N, R3W, S.M.

SCALE: NTS
DATE: 5/11/11

SHEET 1 OF 11



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2011-032403-0



PURPOSE: SUBDIVISION ROAD
 LENGTH OF CROSSING= 120 L.F.
 EPHEMERAL CHANNEL REDUCTION= 0 FEET
 AREA OF DISTURBANCE
 EPHEMERAL CHANNEL= 0.008 AC.
 FILL IN EPHEMERAL CHANNEL= 5.6 C.Y.

Location: N 1/2 SECTION 2,
 T11N, R3W, S.M.

APPLICATION BY:

ANCHORAGE DEVELOPMENT &
 CONSTRUCTION, LLC.
 9441 ELMORE ROAD
 ANCHORAGE, AK 99507

SHANGRI-LA ESTATES EAST

CHANNEL CROSSING #2

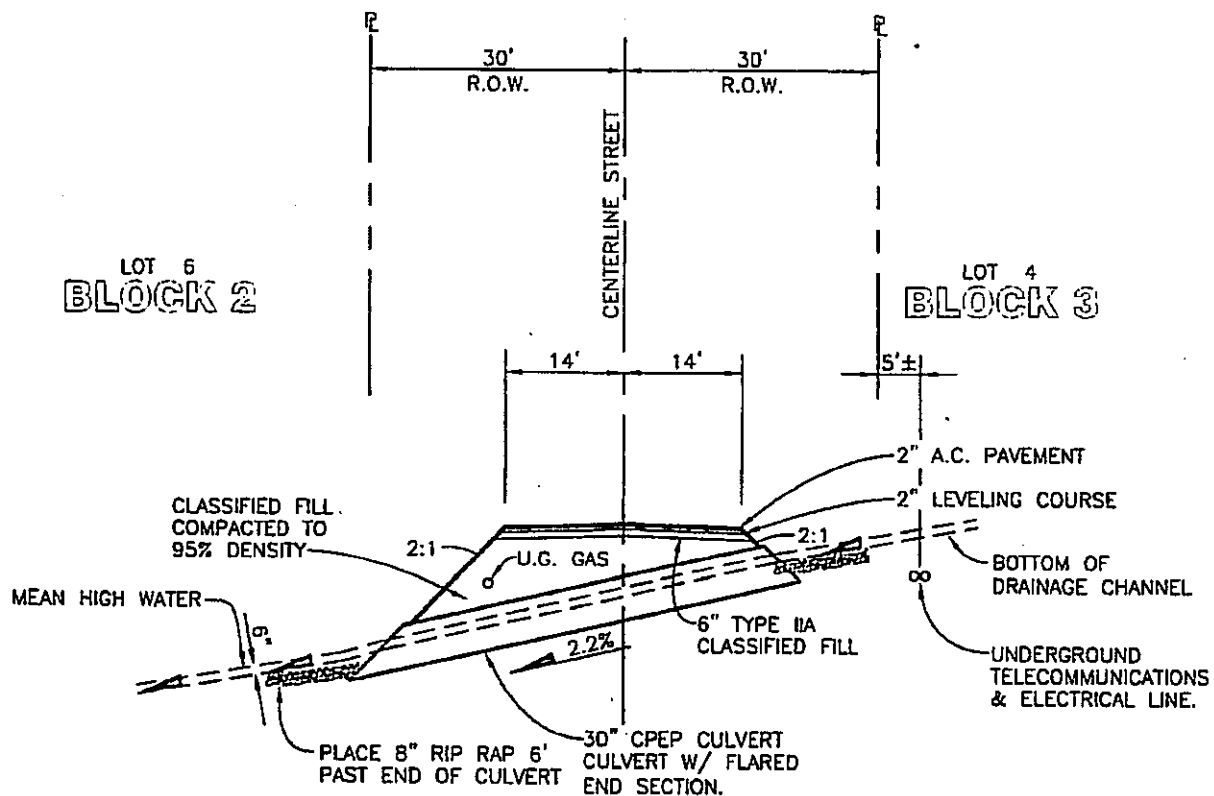
SCALE: 1"=20'
 DATE: 5/11/11

SHEET 5 OF 11



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2011-032403-0



CROSS SECTION

SCALE: HORZ: 1"=20'
VERT: 1"=10'

C



Distances are shown in feet.

PURPOSE: SUBDIVISION ROAD

APPLICATION BY:

ANCHORAGE DEVELOPMENT &
CONSTRUCTION, LLC.
9441 ELMORE ROAD
ANCHORAGE, AK 99507

SHANGRI-LA ESTATES EAST

CHANNEL CROSSING #3
CROSS SECTION 'C'

Location: N 1/2 SECTION 2,
T11N, R3W, S.M.

SCALE: AS-SHOWN
DATE: 5/11/11

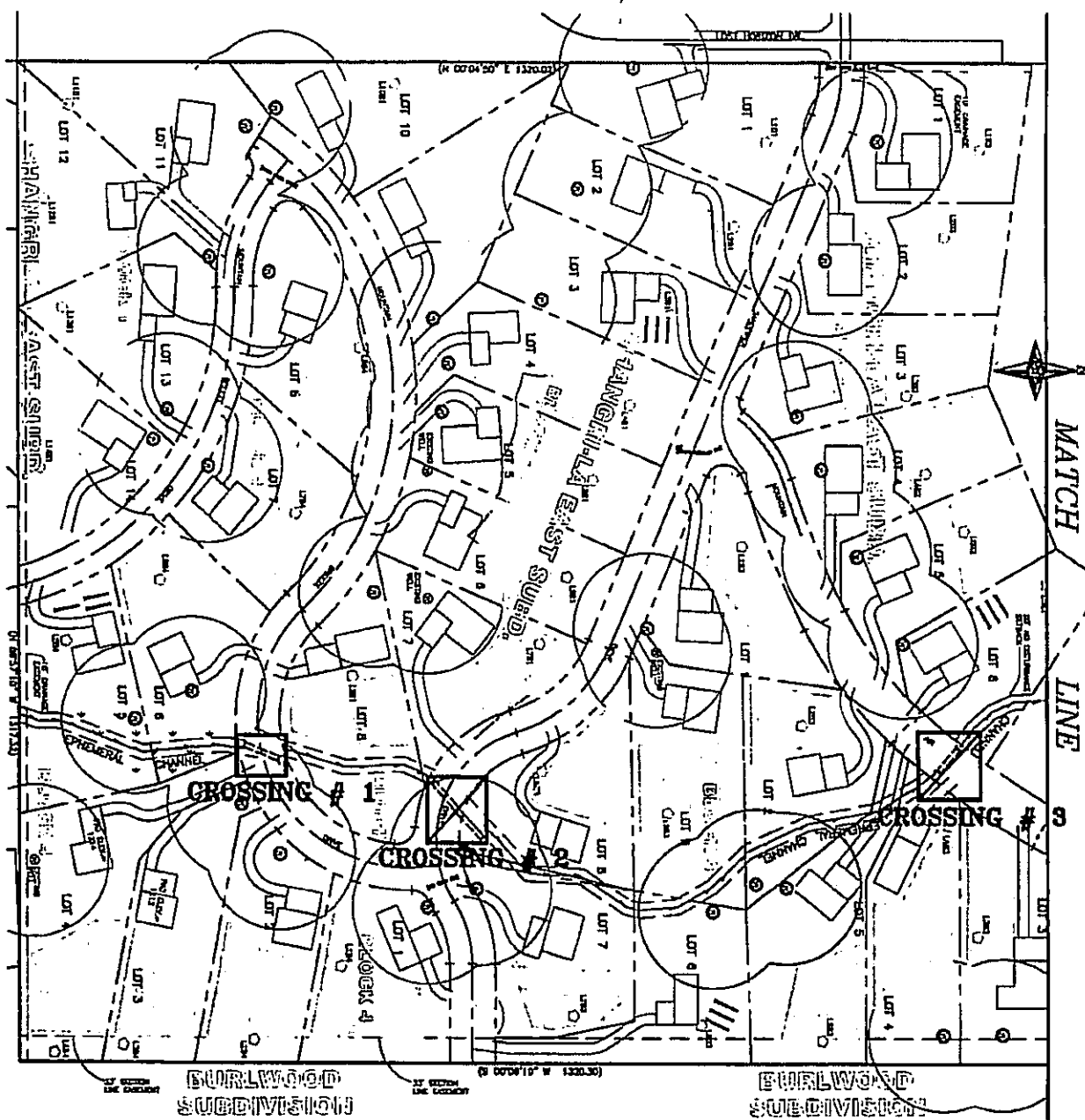
SHEET 8 OF 11



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LEGEND		DESCRIPTION
EXISTING	PROPOSED	
		CENTERLINE OF ROAD
		PROPERTY LINE
		WELL
		CATEGORY III SYSTEM
		SEPTIC RESERVE AREA
		CONCEPTUAL HOUSE PAD
		WETLANDS
		DRAINAGE CHANNEL

200 0 200 400
Distances are shown in feet.

APPLICATION BY:

ANCHORAGE DEVELOPMENT &
CONSTRUCTION, LLC.
9441 ELMORE ROAD
ANCHORAGE, AK 99507

SHANGRI-LA ESTATES EAST

**SITE PLAN
1 of 2**

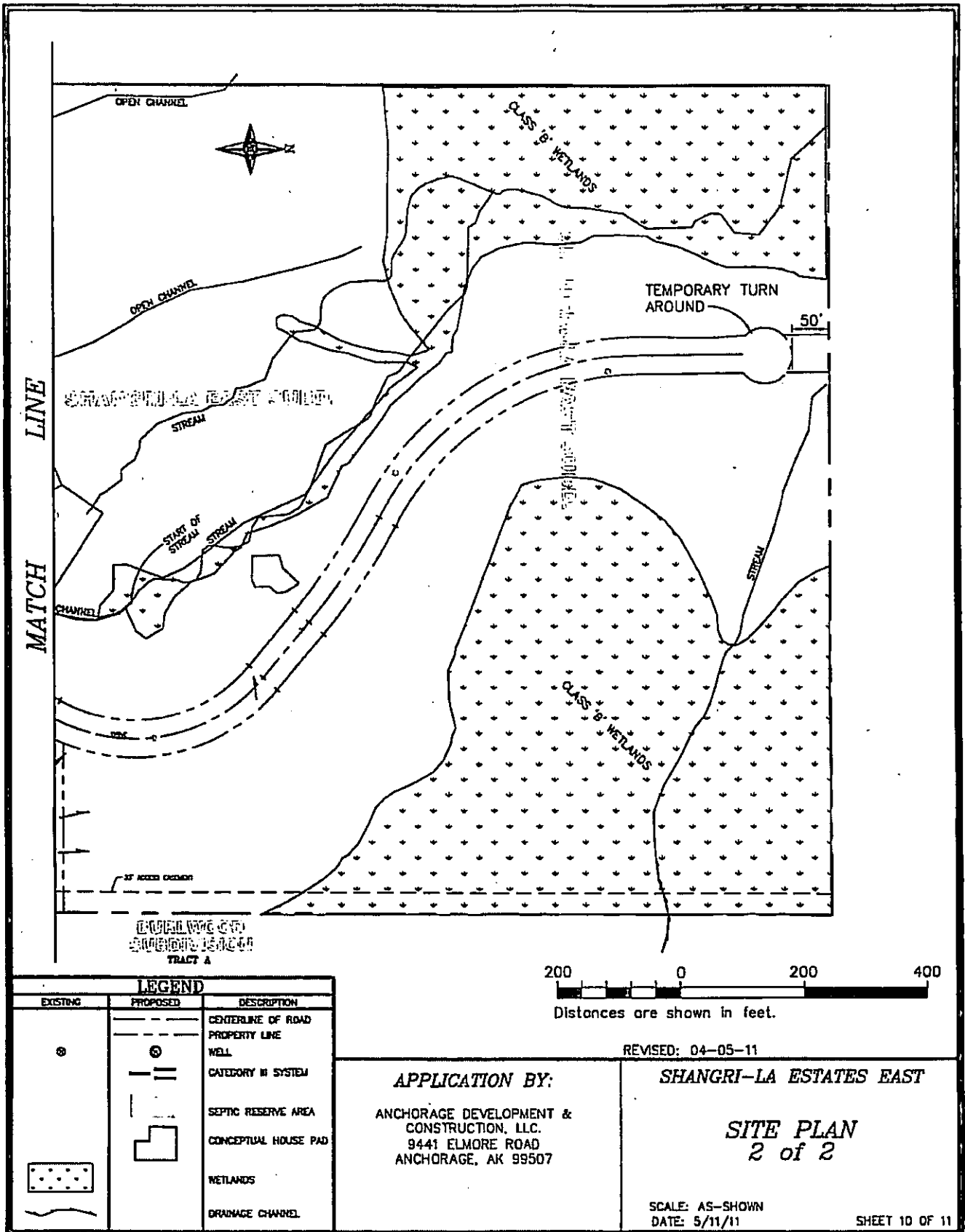
SCALE: AS-SHOWN
DATE: 5/11/11

SHEET 9 OF 11

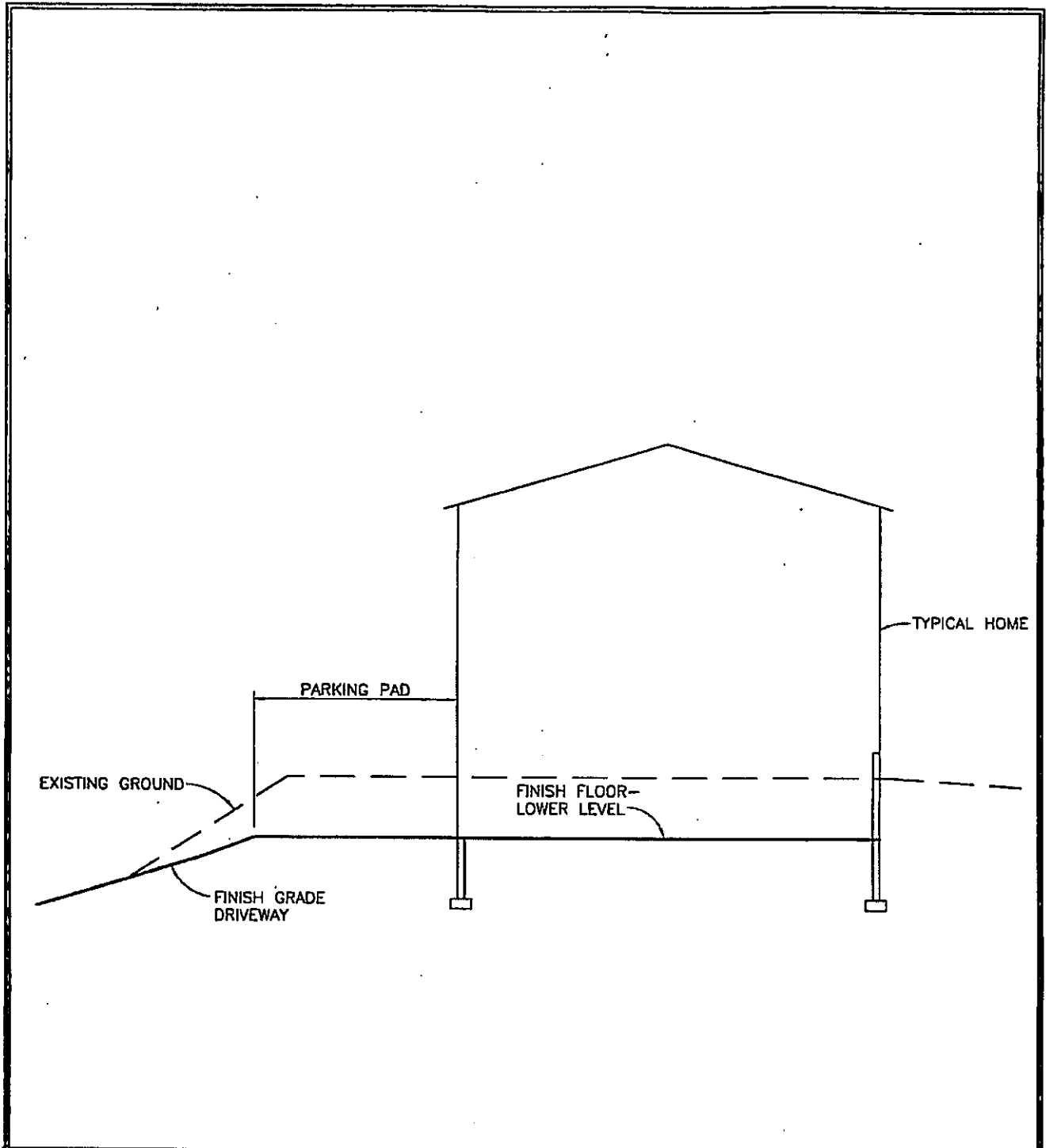


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2011-032403-0

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Location: N 1/2 SECTION 2, T11N, R3W, S.M.	APPLICATION BY: ANCHORAGE DEVELOPMENT & CONSTRUCTION, LLC. 9441 ELMORE ROAD ANCHORAGE, AK 99507	SHANGRI-LA ESTATES EAST TYPICAL HOUSE SECTION SCALE: N.T.S. DATE: 5/11/11 SHEET 11 OF 11
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2011-032403-0

ATTACHMENT "B"

**Property & Designated Wetlands
Boundary Description**



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2011-032403-0

LINE TABLE

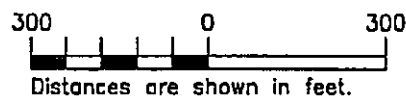
NUMBER	DIRECTION	DISTANCE
L1	S26°41'27"E	65.59
L2	S49°45'55"E	114.81
L3	S86°11'09"W	19.61
L4	S71°33'54"W	21.60
L5	S62°40'34"W	115.30
L6	S48°48'51"W	36.30
L7	S35°21'13"W	85.82
L8	S20°52'22"W	47.52
L9	S04°23'55"W	44.52
L10	S06°34'55"E	44.68
L11	S16°23'22"E	30.25
L12	S59°23'11"E	33.67
L13	S68°47'02"E	287.59
L14	N88°01'30"E	49.54
L15	N77°07'30"E	45.04
L16	S71°12'10"E	25.31
L17	S67°08'41"E	28.97
L18	S49°34'26"E	26.25
L19	S28°44'23"E	52.32
L20	S21°22'14"E	18.28
L21	S38°49'47"E	38.95
L22	S63°44'00"E	63.54
L23	S42°21'27"E	34.05
L24	S46°58'30"E	45.55
L25	S33°21'59"E	36.33
L26	S29°25'39"E	33.13
L27	S24°01'21"E	48.25

LEGEND

EXISTING	DESCRIPTION
---	PROPERTY LINE
(M)	MEASURED
(C)	COMPUTED
()	INFORMATION PLAT 71-50
T&E	TELECOMM AND ELECTRICAL EASEMENT
* * * *	DESIGNATED WETLANDS

CURVE TABLE

NUMBER	RADIUS	DELTA	LENGTH	CHORD	BEARING
C1	30.00	135°57'04"	71.18	55.62	S18°12'37"W



PURPOSE:

Location: N 1/2 SECTION 2,
T11N, R3W, S.M.

APPLICATION BY:

ANCHORAGE DEVELOPMENT &
CONSTRUCTION, LLC.
9441 ELMORE ROAD
ANCHORAGE, AK 99507

HORACE SUBDIVISION
TRACT 1

MAINTENANCE PLAN

SCALE: NTS
DATE: 6/05/11

SHEET 2 OF 2



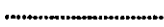
31 of 37

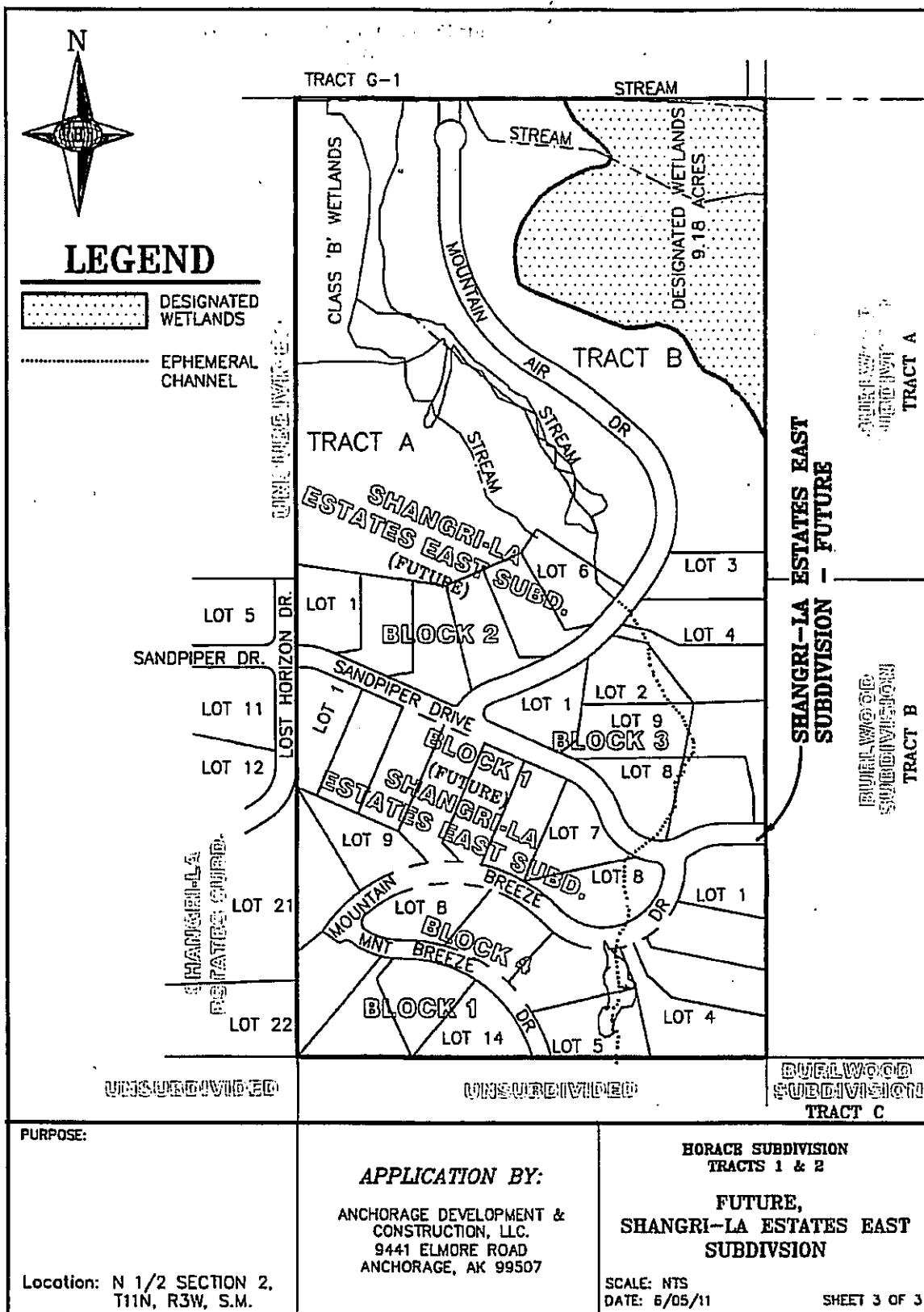
2011-032403-0

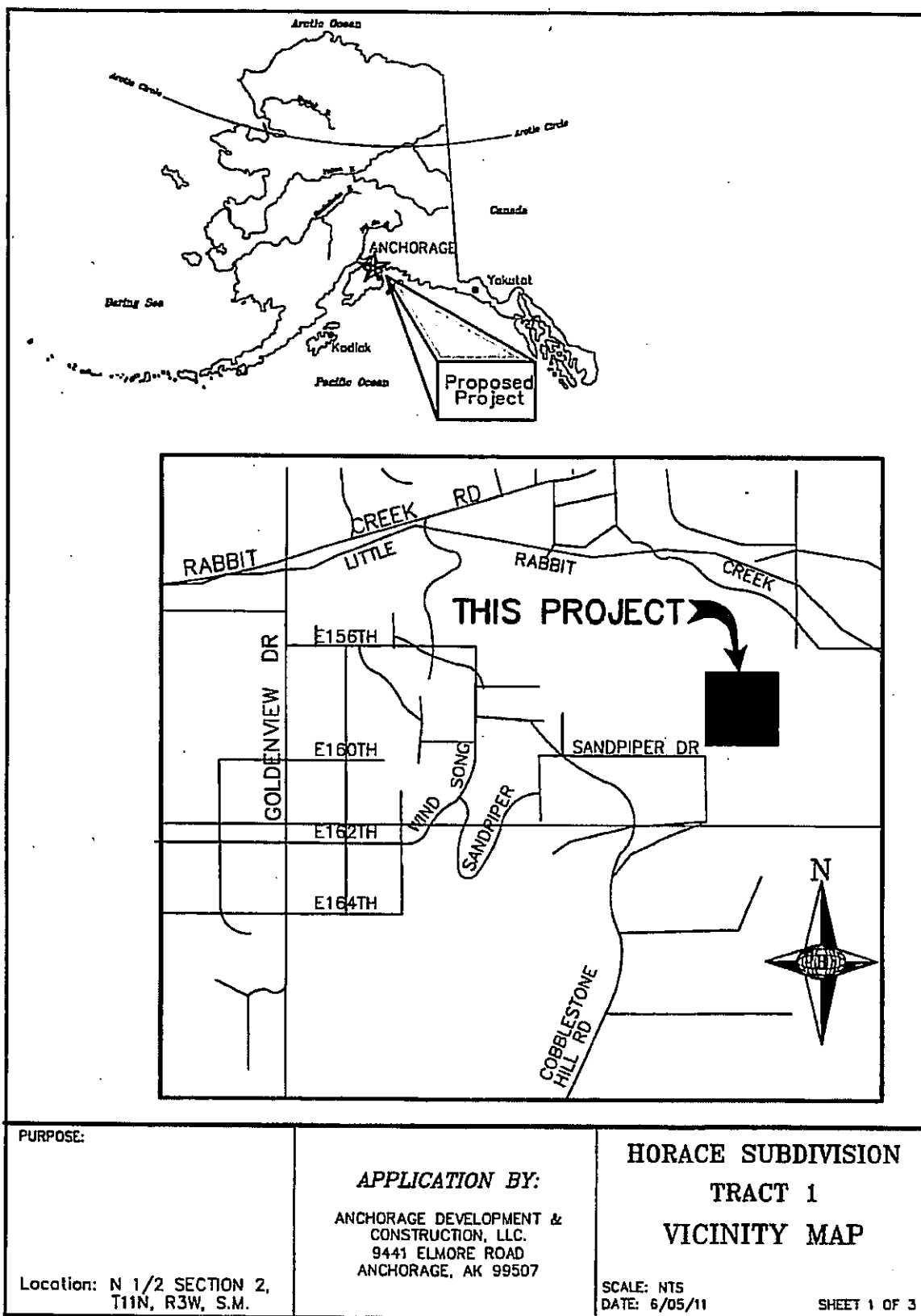




LEGEND

-  DESIGNATED WETLANDS
-  EPHEMERAL CHANNEL





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ATTACHMENT "C"

Maintenance Plan



MAINTENANCE PLAN
FOR
HORACE SUBDIVISION, TRACT 1

The following maintenance plan is part of the mitigation plan to compensate for impact to waters of the U.S. covered in the Corps of Engineers Permit No. POA-2006-1874. This permit references an ongoing development called Shangri-La Estates East Subdivision for which the final plat has not yet been recorded.

A. Objective:

There is a large wetland area located in the northeast corner of Horace Subdivision, Tract 1. The wetland is currently classified as "B" wetlands. It encompasses approximately 9.18 acres (see Attachments). The objective is to preserve this wetland area in accordance with the Declaration of Conservation Covenants and Restriction that is filed with the Anchorage Recording District.

B. Signs:

The wetland boundary would be clearly marked with signs on steel posts. The sign would state: "WETLAND BOUNDARY- OPERATION OF MOTOR VEHICLES, STORAGE OF MATERIALS, AND THE CLEARING OF VEGETATION IS STRICTLY PROHIBITED". Signs shall be placed along the exterior of the wetland boundary at approximately 250' intervals.

C. Inspection:

Once a year, the property owner shall inspect the site for:

1. Existing vegetation that has been destroyed or disturbed by some outside source such as all-terrain vehicles, etc.
2. The storage of or disposal of materials, wastes, chemicals, and discarded vehicles.
3. Signs of any ditching, diking or excavation.
4. Signs of any diversion of the natural flow of water within the wetlands.
5. Any signs of the prohibited uses as outlined in the Declaration of Conservation Covenants and Restriction.
6. Inspect the wetland boundary signs, repair and replace any that have been removed or damaged.

D. Reporting:

1. The Property Owner shall prepare a written report of the annual inspection. The report shall state the date, time and findings, as well as the inspection, conditions of the signs, any violations found, and any corrective actions taken.



2. The Property Owner shall provide the Corps of Engineers a report annually for the first five years, then every three years thereafter summarizing the annual inspections, violations noted, corrective actions taken, and any maintenance that was completed.



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2011-040795-0

Recording Dist: 301 - Anchorage
8/30/2011 1:30 PM Pages: 1 of 18



Document Title:

Grantor:

Grantee:

Recording District:

Property Description:

After Recording Return to: *Anchorage Development and
Construction LLC
9441 Elmore Rd
Anch, AK. 99507
Anchorage*

**THIS COVER SHEET HAS BEEN ADDED TO
THIS DOCUMENT TO PROVIDE SPACE FOR
THE RECORDING DATA. THIS COVER
SHEET APPEARS AS THE FIRST PAGE OF
THE DOCUMENT IN THE OFFICIAL PUBLIC
RECORD.**

DO NOT DETACH

August 19, 2010

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
SHANGRI-LA ESTATES EAST SUBDIVISION**

This Declaration is made this 23 day of August 2011, by Anchorage Development and Construction, LLC, an Alaska limited liability company, its successors and assigns, hereinafter referred to as "Declarant".

RECITALS

- A. Declarant is the fee owner of the real property described as Lots One (1) through Thirty Seven (37) Block 1 through 4 of Shangri-La Estates East Subdivision. This Declaration is being imposed by Declarant upon covered property.
- B. Declarant is deemed it desirable to establish covenants, conditions, and restrictions upon this covered property, and each and every Lot portion thereof, which will constitute a general scheme for the use, occupancy, and enjoyment thereof, for all the purpose of enhancing and protecting the value and desirability and attractiveness thereof.
- C. It is desirable for the efficient preservation of the value, 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 assessments and charges created and referred to herein.
- D. Shangri-La Estates East Subdivision Owners Association shall be established under the laws of the State of Alaska for the purpose of exercising the powers and functions aforesaid.
- E. Declarant will hereafter hold and convey title to all covered property subject to certain protective covenants, conditions and restrictions hereafter set forth.

NOW THEREFORE, Declarant hereby covenants, agrees, and declares that all of its interests as the same may from time to time appear in the covered property shall be held and conveyed subject to the following covenants, conditions, and restrictions and easements which are hereby declared to be for the benefit of said interest in the covered property and the owner of said interests, and their assigns These covenants, conditions, restrictions and easements shall run with said interests and shall be binding upon all parties having or acquiring any right or title in said interests or any part thereof and shall inure to the benefit of each Owner thereof and are imposed upon said interest and every part thereof as a servitude in favor of each and every Owner of said interests and the dominant tenement or tenements.

*Declaration of Covenants, Conditions and Restrictions
Shangri-La Estates East
Page 1 of 17*



ARTICLE 1 DEFINITIONS

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

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

Section 2. Articles and Bylaws shall mean and refer to the Articles of Incorporation and Bylaws of the Association as the same from time to time are duly amended.

Section 3. Association shall mean and refer to Shangri-La Estates East Subdivision Owners Association, as formed under the laws of the State of Alaska.

Section 4. 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; costs incurred by the Architectural Committee; costs of maintenance and improvements of the Common Elements as listed in Exhibit A; and the costs of any other item or items designated by, or in accordance with other expenses incurred by the Association for any reason 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 the Declaration.

Section 5. Covered Property or Project shall mean and refer to all real property known as and particularly described as Exhibit A hereto.

Section 6. Lot shall mean the lots of the Shangri-La Estates East Subdivision. *Front Lot Line* shall mean that lot line that borders the main road through which access to the lot is gained. *Rear Lot Line* shall mean that lot line or combination of lot lines opposite the front lot line. *Side Lot Lines* shall mean any lot line or combination of lot lines connecting to the front and rear lot lines.

Section 7. Member shall mean and refer to every person or entity who is a member in the Association pursuant to this Declaration. "Member" shall also mean and refer to Declarant so long as Declarant is an "Owner" as hereinafter described.

Section 8. Owner shall mean and refer to one or more persons or entity who are alone or collectively the record owner of fee simple title to a lot, including Declarant but excluding those having such interest merely as security for the performance of an obligation.

Section 9. Dwelling shall mean the residential dwelling unit together with garages and other structures on the same lot.

***Declaration of Covenants, Conditions, and Restrictions
Shangri-La Estates East
Page 2 of 17***



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Section 10. Board shall mean the Board of Directors of the Association.

Section 11. Association Rules shall mean rules adopted by the Association pursuant to the Articles hereof entitled "Duties and Powers of the Association".

Section 12. Mortgage, Mortgagee, Mortgagor Reference in this Declaration to the "mortgage" shall be deemed to include a deed of trust; reference to the "mortgagee" shall be deemed to include the beneficiary of deed of trust; references to "mortgagor" shall be deemed to include the trustor of a deed of trust.

Section 13. Common Elements shall mean the real estate within the covered property owned by the Association, other than a Lot. Common Elements are described on the Exhibit A. Common Elements shall be maintained and improved by the Association, and the expenses associated with such maintenance and improvements shall be borne by all Lot owners as a Common Expense.

ARTICLE II

Section 1. Membership

Every Owner shall be a Member of the Association. The terms and provisions set forth in this Declaration, which are binding upon all Owners, are not exclusive, as Owners 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 persons or entities who hold interest merely as security for the performance of obligation. Membership of Owners shall be appurtenant to and may not be separated from the fee ownership of any Lot which is subject to any 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

This 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 deed of trust holder of such Lot.

*Declaration of Covenants, Conditions, and Restrictions
Shangri-La Estates East
Page 3 of 17*



Section 3. Voting Rights

The Association shall have two (2) classes of voting membership.

Class A. Class A members shall be all Owners with the exception of Declarant . Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person owns a portion of the interest required for membership, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. Class B member shall be Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it hold the interest required for membership; provided that the Class B membership shall cease and be converted to a Class A membership on the occasion of either of the following events, whichever occurs first:

- (A) When the total votes outstanding in the Class A membership equal twenty percent (20%) of the Lots, or
- (B) December 31, 2012

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

ARTICLE III COVENANT FOR MAINTENANCE ASSESMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned by it, hereby covenants and agrees to pay, and each Owner of any Lot by acceptance of a deed or other conveyance, whether or not it deemed to covenant and agree to pay, also agrees to pay the assessments, of the Association , as set forth in the Bylaws 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 attorney's fees, shall also be the personal obligation of the Owner of such lot at the time when the assessment fell due, Their personal obligation shall not pass to his/her successors in title unless expressly assumed by them.

***Declaration of Covenants, Conditions, and Restrictions
Shangri-La Estates East
Page 4 of 17***



ARTICLE IV ARCHITECTURAL CONTROL

Section 1. Approval and Conformity of plans

No Dwelling, outbuilding or fence 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) Which is not in conformance with the ordinances of the Municipality of Anchorage and the provisions of this Declarations, and
- (B) Until there has been approved (by the Architectural Committee described below) plans and specifications showing the nature, kind, shape, height, materials, exterior color and surface, and location of such structure. Before granting such approval the Architectural Committee shall have in its reasonable judgment determined that the plans and specifications conform to such standard, if any, as may from time to time be adopted by the Board ("Architectural Standards"), and provide for a structure which is in harmony as to external design and location with surrounding structures and topography, and
- (C) Which is not constructed in accordance with such approved plans and specifications.

Such plans and specifications are not approved for engineering or design. By approving such plans and specifications neither the Architectural Committee, the members thereof, the Association, or Declarant assumes liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications. In the event the Architectural Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, such plans and specifications will be deemed approved.

Section 2. Appointment of Architectural Committee

The Declarant shall initially appoint the Architectural Committee and it shall consist of not less than three (3) members. The Declarant shall retain the right to appoint, augment or replace members of the Architectural Committee until December 31, 2012, provided that the Declarant may, at its sole option, transfer this right to the Board of Directors of the Association by written notice thereof prior to the end of such period. On January 1, 2013, the right to appoint, augment, or replace members of the Architectural Committee shall automatically be transferred to the Board of Directors of the Association, but the Directors' choice of Architectural Committee members shall be restricted to Members of the Association.

***Declaration of Covenants, Conditions and Restrictions
Shangri-La Estates East
Page 5 of 17***



Section 3. Noncompliance or non-completion

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 shall be deemed to be in compliance with all provisions of this Article unless legal proceedings shall have been instituted to enforce compliance.

Section 4. Appeal

Decisions of the Architectural Committee shall be appealable to the Board of Directors. Appeals may be taken to the Board by written notice to the Board not more than thirty (30) days following the final decision of the Architectural Committee. The failure of the Board to render a decision within (30) thirty days shall be deemed a decision in favor of the appellant.

Section 5. General Provisions

- (A) The Architectural Committee may establish reasonable rules, subject to adoption by the Board, in connection with its review of plans and specifications, including, without limitation, the number of sets to be submitted, and payment of a fee. Unless such rules are complied with, such plans and specifications shall be deemed not submitted.
- (B) The address of the Architectural Committee is: 9441 Elmore Rd., Anch., AK 99507, or such other place as may from time to time be designated by the Architectural Committee. Such address shall be the place for the Submittal of plans and specifications and the place where the current Architectural Standards and landscaping standards, if any, shall be kept.

**ARTICLE V
DUTIES AND POWERS OF THE ASSOCIATION**

Section 1. 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 shall:

- (A) Enforce the provisions of this 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 a special assessment also provided for in the Bylaws;

***Declarations of Covenants, Conditions and Restrictions
Shangri-La Estates East
Page 6 of 17***



- (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) Contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association; 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.

Section 2. Association Rules

The Association shall also have the power to adopt, amend and repeal such rules and regulations as it deems reasonable (the Association Rules). The Association Rules shall cover such matters in furtherance of the purposes of the Association; provided, however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws.

**ARTICLE VI
OWNERS MAINTENANCE AND INSTALLATION OBLIGATIONS**

Section 1. Maintenance and Installation

Every owner shall;

- (A) Maintain his/her Dwelling, decks, patios, outbuildings, fences (if any), and other improvements on said Lot in good condition and repair and
- (B) Maintain in attractive and viable condition the landscaping and or the natural flora on the Lot.

Section 2. Standard for Maintenance and Installation

- (A) Maintenance of the exterior of the dwellings, walls, and roofs shall be accomplished in accordance with the Architectural Standards.
- (B) Any and all Construction work must be completed within one (1) year from the date of the Architectural Committee approval.

***Declaration of Covenants, Conditions, and Restrictions
Shangri-La Estates East
Page 7 of 17***



ARTICLE VII USE RESTRICTIONS

Section 1. General Provisions

- (A) All restrictive covenants contained herein are subject to compliance with State Alaska and Municipality of Anchorage zoning ordinances and all other requirements of law.
- (B) Enforcement of these covenants shall be by the proceedings at law or in equity against any person or persons violating or attempting to violate these covenants. An action may be brought to enjoin a violation, as well as for actual damages.
- (C) These covenants shall be construed in such a way that they are valid and enforceable under federal, state and local law. If part of a covenant is declared invalid, or unenforceable by a court of competent jurisdiction, the rest of that covenant shall be unaffected. If an entire covenant is declared invalid or unenforceable by a court of competent jurisdiction, that covenant alone shall be severed, and the remainder of the covenants shall stand.
- (D) Easements for installation and maintenance of utilities, drainage facilities, retaining walls, or for any other use, are reserved and shown on the subdivision plat.

Section 2. Residences

- (A) Each Lot shall be used for residential purposes only; no other use is permitted. No building shall be erected, placed, altered, or permitted to remain on any Lot other than
 - 1. One detached, single family dwelling not to exceed thirty-five (35) ft in height and
 - 2. One private garage, which may be detached from the residence, for no less than three (3) cars and no more than five (5) cars, and
 - 3. One permanent outbuilding, as described below
- (B) Construction must begin no later than (5) five years from the original date of purchase and be enclosed and exterior finished within (1) one year of the commencement of construction. This time period may be extended at the discretion of the Architectural Committee to avoid hardship.

Section 3. Business or Commercial Activity

No businesses or commercial activity shall be conducted on any lot; provided, however, that professional or administrative occupants may conduct business within their residence so long as there exist no external evidence thereof. The intent of this provision is to maintain the residential character of the subdivision, to discourage traffic by non-residents through the subdivision, and to avoid parking, pollution and litter problems.

***Declaration of Covenants, Conditions, and Restrictions
Shangri-La Estates East
Page 8 of 17***



Section 4. Building Locations

- (A) No building shall be located on any lot nearer than fifty (50) feet to the front lot line, nor nearer than fifty (50) of the rear lot line, nor nearer than twenty- five (25) ft to either side lot line. No structure shall be placed nearer than fifty (50) ft from a right of way. The Architectural Committee may grant exceptions from these requirements if the Lot owner submits a site plan which demonstrates by clear and convincing evidence that topographic consideration make strict application of the setbacks undesirable, however, in any event, no exception shall be granted that allows a structure to be located nearer than (25) twenty-five feet from any lot line or right of way.
- (B) For the purpose of setback requirements, eaves, steps and open approaches shall not be considered part of the building; provided, however, that there shall be no encroachment whatsoever onto another lot.

Section 5. Dwelling Quality and Size

- (A) Each single family residence constructed in the subdivision must contain a minimum of 2500 square feet of living area. A garage, whether or not attached to the residence, is not to be construed as "living area" for purposes of this provision.
- (B) No dwelling, garage or out building shall be commenced, erected or maintained in the subdivision, nor shall any exterior addition be made to any structure , until the plans and specifications for the same are submitted to the Architectural Control Committee, and approved in writing by the Committee. Once the Committee gives its approval, the owner may not deviate in any significant respect from the plans as approved. The plans and specifications shall include, but not be limited to, the purpose of the structure or addition, its footprint, height, shape, location, the materials used, and any exterior coloring or permanent decoration or detailing. The Architectural Committee shall promptly communicate to the owner what information it needs to make a decision. Under no circumstances shall the Architectural Committee willfully delay construction.
- (C) The Architectural Committee shall consider the quality of workmanship and materials, harmony of external design with existing structures, and as to location, the situs of the house with regard to topography and finish grade elevations.

Section 6. Nuisances

- (A) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot which is, or reasonable likely to become a nuisance, or cause embarrassment, disturbance or annoyance to other owners. Each owner has a right to quiet enjoyment of his or her premises, which shall not be infringed by other persons.



- (B) No repair or restoration of any motor vehicle, boat, trailer, aircraft, or any other mechanical conveyance shall be permitted on any portion of any lot except for emergency repairs thereto, and then only to the extent necessary to enable the machine to be moved to a proper repair facility; however, nothing contained herein shall bar the repair or restoration of such a machine inside a fully enclosed residential garage.
- (C) No lot may be used by anyone for any illegal activity. Any such use may be immediately enjoined by legal action, without prior notice to the lot owner or occupant. The person or persons seeking such an injunction may also sue for damages and full attorney's fees and costs. Should the court award damages against lot owner, such damage award shall act as a lien upon the lot in the same manner as an assessment.

Section 7. Temporary Structures

No temporary structures, boat, trailer, camper or recreational vehicle of any kind shall be used as a living area while located on any part of the subdivision. Notwithstanding the above, a temporary structure may be placed on the lot during the period of initial construction of a dwelling or garage, but must be promptly removed upon completion of that structure.

Section 8. Outbuildings

Outbuildings including greenhouses, storage sheds, barns, etc. shall be permitted only if constructed in a permanent manner and in a style compatible with the architectural design of the dwelling. Outbuildings may not be erected, maintained, or substantially altered on the exterior without the prior written approval of the Architectural Committee. No outbuildings will be permitted which are not properly sided, painted, and roofed.

Section 9. Animal Regulations

- (A) No animals, livestock or poultry shall be kept on any lot, except that domestic dogs, cats, fish, and birds housed in birdcages may be kept as household pets, provided they are not bred or raised for commercial purposes or in unreasonable numbers.
- (B) No vicious dog or other animal, as defined by the Municipality of Anchorage in its ordinances, shall be kept on any lot. No more than four dogs may be kept on any lot at any one time. Dogs allowed out of doors without supervision must stay in a fenced in kennel area, or fenced in backyard at all times. Such kennel or fenced backyard must be approved by the Architectural Committee prior to the commencement of construction, and must remain in compliance with any guidelines set by the Architectural Committee.
- (C) No wild animals may be kept on any lot.
- (D) No horses may be kept on any lot.



Section 10. Rubbish

- (A) Trash, garbage, or other waste shall be properly disposed of in designated receptacles. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No lot shall be used or maintained as a dumping ground for waste of any kind.
- (B) No appliances may be placed on the outside of a dwelling or garage, or on any part of the lot, whether they are working or not.
- (C) There are to be no exterior fires whatsoever, except barbeque fires contained in the proper receptacles.
- (D) No hazardous waste shall be disposed of or stored on any lot.

Section 11. Parking and Vehicular Restrictions.

- (A) No vehicle in inoperable condition shall be parked or left on any lot, other than in a full enclosed garage. Each owner shall provide adequate off-street parking for all vehicles, but not within twenty five (25) feet of a side lot line or fifty (50) feet of a front or back lot line.
- (B) No vehicle shall be parked on the streets of the subdivision. Any vehicle parked or left on a street of the subdivision shall be subject to towing without notice.

Section 12. Re Subdivision

The lots described herein, and as shown on the plat, shall not be re-subdivided, except by the owner of three (3) contiguous lots, who may divide the inner or middle lot for the purpose of increasing the size of the two remaining lots. Such expanded lots shall then each count as "one lot" for purposes of these covenants.

Section 13. Drainage Ditches.

Each owner shall maintain the grade of ditches as designed, constructed, and modified, if at all by Declarant.

Section 14. Access to Lot

Only one access driveway shall be permitted for each lot in the subdivision. Drives shall be paved, with materials approved in advance by the Architectural Committee, within one year after the roof of the dwelling is completed.

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Shangri-La Estates East
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Section 15. Signs

No sign of any kind shall be displayed to public view, or to the view of any adjoining lot owner, except signs of less than three (3) feet square advertising property for sale or rent. All such signs shall also comply with state and local law.

Section 16. Trees and Landscape

- (A) No owner shall be permitted to clear a lot on which standing trees of size and beauty exist. Special care should be taken of Hemlock trees with a trunk diameter of two (2) inches or more. Trees should be cleared only if necessary for construction and/or providing an optimum view from the dwelling. Space may be cleared to provide for construction, and trees may be thinned, so long as the maximum natural beauty and aesthetic value of trees is retained. Cleared or disturbed areas must be landscaped within twelve (12) months of completion of structure or improvement.
- (B) As shown on subdivision plat, there are two signs with the subdivision name that shall be maintained professionally, and the maintenance paid for by the Homeowners Association.

Section 17. Fences

No fence shall be erected or placed on any lot nearer to the street than permitted by municipal ordinance or regulation. The placement and type of fences shall enhance, rather than detract from, the quality of neighborhood structures. All wood fences shall be sealed or stained in order to be weather protected. No fence shall be more than six (6) ft in height. No fence shall be erected unless plans are approved in advance by the Architectural Committee as to design, quality of workmanship, materials and color or stain. The owner shall not deviate in any significant way from the approved plans. Fences shall be repaired or replaced promptly if damaged.

Section 18. Mailboxes

Mailboxes, both temporary and permanent, may be erected after approval by the Architectural Committee.

Section 19. Antennas

Antennas or satellite dishes, both temporary and permanent may be erected after approval by the Architectural Committee.

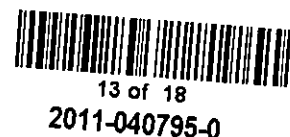
Section 20. Mineral Rights

All mineral rights shall be retained by Declarant.

Declaration of Covenants, Conditions, and Restrictions

Shangri-La Estates East

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Section 21 Well Sites

The well site and septic system sites for each lot are as indicated on the attached Exhibit B. The well sites are shown by a dark circle with four radiating lines. Septic sites are shown by an outlined area within the lot that is not contiguous with the outlines of the home sites.

**ARTICLE VIII
RIGHTS OF MORTGAGE**

Section 1 Priority

Where the Mortgagee of a first mortgage of record which is recorded prior to the date of which any assessment lien became effective, or other Lot Owner obtains title to the same as a result of foreclosure of any such first mortgage, or as a result of a deed taken in lieu of the foreclosure, the acquirer of title, and his/her successors and assigns, shall not be liable for the share of the Common Expense, or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such acquirer, but shall be subject to any future assessments which become due subsequent to his/her acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectable from all of the Lots including such acquirer, his/her successors and assigns.

Section 2. Default

Any breach of any of the provisions, covenants, restrictions, or limitations hereof, or the recordation of any lien or assessment hereunder 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 the Lot Owner. All of the provisions herein shall be binding upon and effective against any Owner whose title to said property is hereafter acquired through foreclosure or trustees sale.

Section 3. Notice to Mortgagee

The first Mortgagee shall be entitled to written notification of any default by the Lot Owner in the performance of the Lot Owner's obligations under this Declaration or the Articles and Bylaws of the Association, which default is not cured within thirty (30) days, and no disposition thereof shall disturb Mortgagee's first lien priority.

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Shangri-La Estates East
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ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement

The Association, 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; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any Member to enforce any covenant, condition or restriction therein contained, shall in no event be deemed a waiver of right to do so thereafter.

Section 2. Severability

Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way effect in any other provisions which shall remain in full force and effect.

Section 3. Term

The covenants, condition, and restrictions of this Declaration shall run with and bind the Covered Property and shall inure to the benefit of and be enforceable by the Association, or any member, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then-Owners has been recorded, agreeing to change said covenants, conditions, conditions and restrictions in whole or in part.

Section 4. Construction

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 the Covered Property. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in questions of interpretation of construction.

Section 5 Amendments

This Declaration of covenants, conditions and restrictions may be amended only by the affirmative written assent or vote of not less than fifty-one percent (51%) 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.

***Declaration of Covenants, Conditions and Restrictions
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Section 6. Singular Includes Plural

Whenever the context of this Declaration requires the same , the singular shall include the plural, and the masculine shall include the feminine.

Section 7. 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, certified or registered 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, or if no such address shall have been furnished, then to the street address of such Owner's Lot, and any notice so deposited in the mail within Alaska shall be considered delivered 48 hours after such deposit.

Section 8. Non-liability of Officials

To the fullest extent permitted by law, neither the Board, the Architectural Committee, any other committees of the Association or any member thereof, shall be liable to any damage, loss, or prejudice suffered or claimed on account of any decisions, approval, or disapproval of plans and specifications (whether or not defective), course of action, act, omission, error, negligence, or the like make in good faith within which such Board, committees, or persons reasonably believed to be in the scope of their duties.

Section 9. Failure to comply by Owner

The failure of any Lot Owner to comply with provisions of the Declarations and Bylaws will give rise to a cause of action in the Association and any aggrieved Owner for the recovery of damages or for injunction relief, or both.

Section 10. Mediation/Jurisdiction

Any dispute, controversy, or claim arising out of, in connection with, or in relation to this Declaration, shall be submitted to mediation. A dispute that cannot be resolved in mediation must be brought in the state court with proper venue and jurisdiction. Alaska law, both procedural and substantive, shall apply to the resolution to any dispute under this Declaration, the Articles of Incorporation, or the Bylaws.

IN WITNESS THEREOF, Declarant has executed this instrument the day and year first hereinabove written thereof.

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Shangri-La Estates East
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DECLARANT

Anchorage Development and Construction, LLC

Earl W. Ford

Earl W. Ford, Member

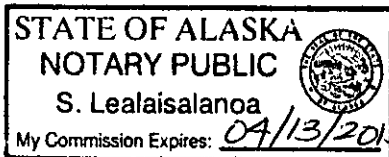
Lonnie C. Ford

Lonnie C. Ford, Member

CORPORATE ACKNOWLEDGEMENT

THIS IS TO CERTIFY that on the 29th day of August 2011, before the undersigned Notary Public in and for Alaska, personally appeared Earl W. Ford, known to be the person described herein, who executed the above instrument in his capacity as a member of Anchorage Development and Construction, LLC, as a duly authorized agent of the LLC under its Operating Agreement and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and seal on the date above written.



S. Lealaisalanoa
Notary Public in and for Alaska
My Commission Expires 04/13/2015

CORPORATE ACKNOWLEDGEMENT

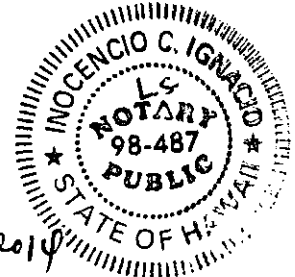
THIS IS TO CERTIFY that on the 23rd day of August 2011, before the undersigned Notary Public in and for Hawaii, personally appeared Lonnie Ford, known to be the person described herein, who executed the above instrument in his capacity as a member of Anchorage Development and Construction, LLC, as a duly authorized agent of the LLC under its Operating Agreement and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and seal on the date above written.

Inocencio C. Ignacio
Inocencio C. Ignacio

Notary Public in and for Hawaii

My Commission expires: Sept. 24, 2014



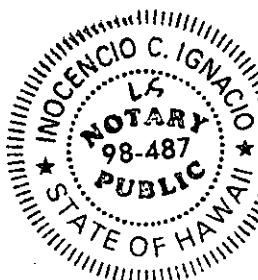
Declaration of Covenants, Conditions and Restrictions

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Doc. Date: AUG 23 2011

Pages: 17

Name: Inocencio C. Ignacio

First Circuit

Doc. Description: Declaration of Covenants, Conditions and Restrictions Shangri-La Estates East Subdivision

Inocencio C. Ignacio
Signature

AUG 23 2011
Date

NOTARY CERTIFICATION

EXHIBIT A

Legal Description- Covered Property

The real property covered by this Declaration is particularly described as:

Lot One (1) through Lot Fourteen (14) Block One (1); Lot One (1) through Lot Six (6) Block Two (2); Lot One (1) through Lot Nine (9) Block Three (3); Lot One (1) through Lot Eight (8) Block Four (4), Shangri-La Estates East Subdivision, according to Plat # 2011-62/037689, Anchorage Recording District, Third Judicial District, State of Alaska.

Common Elements

Common Elements of the Covered Property include the following:

1. Maintenance of Wetland Preservation—recorded and described as “Declaration of Conservation Covenants and Restrictions”, containing 37 pages and attached to these ShangriLa Estates East Covenants and Restrictions for your convenience and information.
2. Maintenance of signage stating the name of the subdivision, “Shangri La Estates East”

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SHANGRI LA ESTATES EAST

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NOTE:
THE FOLLOWING
DOCUMENT IMAGE IS
AN ENHANCED COPY
OF THE PREVIOUS
DOCUMENT IMAGE.

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Recording Dist: 301 - Anchorage
8/30/2011 1:30 PM Pages: 1 of 18



Document Title:

Grantor:

Grantee:

Recording District:

Property Description:

After Recording Return to: *Anchorage Development and
Construction LLC
9441 Elmore Rd
Anch, AK. 99507
Anchorage*

**THIS COVER SHEET HAS BEEN ADDED TO
THIS DOCUMENT TO PROVIDE SPACE FOR
THE RECORDING DATA. THIS COVER
SHEET APPEARS AS THE FIRST PAGE OF
THE DOCUMENT IN THE OFFICIAL PUBLIC
RECORD.**

DO NOT DETACH

August 19, 2010

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
SHANGRI-LA ESTATES EAST SUBDIVISION**

This Declaration is made this 23 day of August 2011, by Anchorage Development and Construction, LLC, an Alaska limited liability company, its successors and assigns, hereinafter referred to as "Declarant".

RECITALS

- A. Declarant is the fee owner of the real property described as Lots One (1) through Thirty Seven (37) Block 1 through 4 of Shangri-La Estates East Subdivision. This Declaration is being imposed by Declarant upon covered property.
- B. Declarant is deemed it desirable to establish covenants, conditions, and restrictions upon this covered property, and each and every Lot portion thereof, which will constitute a general scheme for the use, occupancy, and enjoyment thereof, for all the purpose of enhancing and protecting the value and desirability and attractiveness thereof.
- C. It is desirable for the efficient preservation of the value, 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 assessments and charges created and referred to herein.
- D. Shangri-La Estates East Subdivision Owners Association shall be established under the laws of the State of Alaska for the purpose of exercising the powers and functions aforesaid.
- E. Declarant will hereafter hold and convey title to all covered property subject to certain protective covenants, conditions and restrictions hereafter set forth.

NOW THEREFORE, Declarant hereby covenants, agrees, and declares that all of its interests as the same may from time to time appear in the covered property shall be held and conveyed subject to the following covenants, conditions, and restrictions and easements which are hereby declared to be for the benefit of said interest in the covered property and the owner of said interests, and their assigns. These covenants, conditions, restrictions and easements shall run with said interests and shall be binding upon all parties having or acquiring any right or title in said interests or any part thereof and shall inure to the benefit of each Owner thereof and are imposed upon said interest and every part thereof as a servitude in favor of each and every Owner of said interests and the dominant tenement or tenements.

*Declaration of Covenants, Conditions and Restrictions
Shangri-La Estates East
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ARTICLE 1 DEFINITIONS

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

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

Section 2. Articles and Bylaws shall mean and refer to the Articles of Incorporation and Bylaws of the Association as the same from time to time are duly amended.

Section 3. Association shall mean and refer to Shangri-La Estates East Subdivision Owners Association, as formed under the laws of the State of Alaska.

Section 4. 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; costs incurred by the Architectural Committee; costs of maintenance and improvements of the Common Elements as listed in Exhibit A; and the costs of any other item or items designated by, or in accordance with other expenses incurred by the Association for any reason 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 the Declaration.

Section 5. Covered Property or Project shall mean and refer to all real property known as and particularly described as Exhibit A hereto.

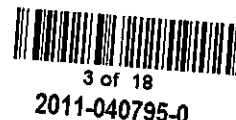
Section 6. Lot shall mean the lots of the Shangri-La Estates East Subdivision. *Front Lot Line* shall mean that lot line that borders the main road through which access to the lot is gained. *Rear Lot Line* shall mean that lot line or combination of lot lines opposite the front lot line. *Side Lot Lines* shall mean any lot line or combination of lot lines connecting to the front and rear lot lines.

Section 7. Member shall mean and refer to every person or entity who is a member in the Association pursuant to this Declaration. "Member" shall also mean and refer to Declarant so long as Declarant is an "Owner" as hereinafter described.

Section 8. Owner shall mean and refer to one or more persons or entity who are alone or collectively the record owner of fee simple title to a log, including Declarant but excluding those having such interest merely as security for the performance of an obligation.

Section 9. Dwelling shall mean the residential dwelling unit together with garages and other structures on the same lot.

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Shangri-La Estates East
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Section 10. Board shall mean the Board of Directors of the Association.

Section 11. Association Rules shall mean rules adopted by the Association pursuant to the Articles hereof entitled "Duties and Powers of the Association".

Section 12. Mortgage, Mortgagee, Mortgagor Reference in this Declaration to the "mortgage" shall be deemed to include a deed of trust; reference to the "mortgagee" shall be deemed to include the beneficiary of deed of trust; references to "mortgagor" shall be deemed to include the trustor of a deed of trust.

Section 13. Common Elements shall mean the real estate within the covered property owned by the Association, other than a Lot. Common Elements are described on the Exhibit A. Common Elements shall be maintained and improved by the Association, and the expenses associated with such maintenance and improvements shall be borne by all Lot owners as a Common Expense.

ARTICLE II

Section 1. Membership

Every Owner shall be a Member of the Association. The terms and provisions set forth in this Declaration, which are binding upon all Owners, are not exclusive, as Owners 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 persons or entities who hold interest merely as security for the performance of obligation. Membership of Owners shall be appurtenant to and may not be separated from the fee ownership of any Lot which is subject to any 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

This 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 deed of trust holder of such Lot.

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Shangri-La Estates East
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Section 3. Voting Rights

The Association shall have two (2) classes of voting membership.

Class A. Class A members shall be all Owners with the exception of Declarant . Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person owns a portion of the interest required for membership, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. Class B member shall be Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it hold the interest required for membership; provided that the Class B membership shall cease and be converted to a Class A membership on the occasion of either of the following events, whichever occurs first:

- (A) When the total votes outstanding in the Class A membership equal twenty percent (20%) of the Lots, or
- (B) December 31, 2012

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

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned by it, hereby covenants and agrees to pay, and each Owner of any Lot by acceptance of a deed or other conveyance, whether or not it deemed to covenant and agree to pay, also agrees to pay the assessments, of the Association , as set forth in the Bylaws 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 attorney's fees, shall also be the personal obligation of the Owner of such lot at the time when the assessment fell due, Their personal obligation shall not pass to his/her successors in title unless expressly assumed by them.

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ARTICLE IV ARCHITECTURAL CONTROL

Section 1. Approval and Conformity of plans

No Dwelling, outbuilding or fence 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) Which is not in conformance with the ordinances of the Municipality of Anchorage and the provisions of this Declarations, and
- (B) Until there has been approved (by the Architectural Committee described below) plans and specifications showing the nature, kind, shape, height, materials, exterior color and surface, and location of such structure. Before granting such approval the Architectural Committee shall have in its reasonable judgment determined that the plans and specifications conform to such standard, if any, as may from time to time be adopted by the Board ("Architectural Standards"), and provide for a structure which is in harmony as to external design and location with surrounding structures and topography, and
- (C) Which is not constructed in accordance with such approved plans and specifications.

Such plans and specifications are not approved for engineering or design. By approving such plans and specifications neither the Architectural Committee, the members thereof, the Association, or Declarant assumes liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications. In the event the Architectural Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, such plans and specifications will be deemed approved.

Section 2. Appointment of Architectural Committee

The Declarant shall initially appoint the Architectural Committee and it shall consist of not less than three (3) members. The Declarant shall retain the right to appoint, augment or replace members of the Architectural Committee until December 31, 2012, provided that the Declarant may, at its sole option, transfer this right to the Board of Directors of the Association by written notice thereof prior to the end of such period. On January 1, 2013, the right to appoint, augment, or replace members of the Architectural Committee shall automatically be transferred to the Board of Directors of the Association, but the Directors' choice of Architectural Committee members shall be restricted to Members of the Association.

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Section 3. Noncompliance or non-completion

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 shall be deemed to be in compliance with all provisions of this Article unless legal proceedings shall have been instituted to enforce compliance.

Section 4. Appeal

Decisions of the Architectural Committee shall be appealable to the Board of Directors. Appeals may be taken to the Board by written notice to the Board not more than thirty (30) days following the final decision of the Architectural Committee. The failure of the Board to render a decision within (30) thirty days shall be deemed a decision in favor of the appellant.

Section 5. General Provisions

- (A) The Architectural Committee may establish reasonable rules, subject to adoption by the Board, in connection with its review of plans and specifications, including, without limitation, the number of sets to be submitted, and payment of a fee. Unless such rules are complied with, such plans and specifications shall be deemed not submitted.
- (B) The address of the Architectural Committee is: 9441 Elmore Rd., Anch., AK 99507, or such other place as may from time to time be designated by the Architectural Committee. Such address shall be the place for the Submittal of plans and specifications and the place where the current Architectural Standards and landscaping standards, if any, shall be kept.

**ARTICLE V
DUTIES AND POWERS OF THE ASSOCIATION**

Section 1. 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 shall:

- (A) Enforce the provisions of this 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 a special assessment also provided for in the Bylaws;

***Declarations of Covenants, Conditions and Restrictions
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- (B) Maintain such policy or policies of insurance as the Board of Directors of the Associations deems necessary or desirable in furthering the purpose of and protecting the interest of the Association and its Members;
- (C) Contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association; 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.

Section 2. Association Rules

The Association shall also have the power to adopt, amend and repeal such rules and regulations as it deems reasonable (the Association Rules). The Association Rules shall cover such matters in furtherance of the purposes of the Association; provided, however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws.

ARTICLE VI OWNERS MAINTENANCE AND INSTALLATION OBLIGATIONS

Section 1. Maintenance and Installation

Every owner shall;

- (A) Maintain his/her Dwelling, decks, patios, outbuildings, fences (if any), and other improvements on said Lot in good condition and repair and
- (B) Maintain in attractive and viable condition the landscaping and or the natural flora on the Lot.

Section 2. Standard for Maintenance and Installation

- (A) Maintenance of the exterior of the dwellings, walls, and roofs shall be accomplished in accordance with the Architectural Standards.
- (B) Any and all Construction work must be completed within one (1) year from the date of the Architectural Committee approval.

ARTICLE VII USE RESTRICTIONS

Section 1. General Provisions

- (A) All restrictive covenants contained herein are subject to compliance with State Alaska and Municipality of Anchorage zoning ordinances and all other requirements of law.
- (B) Enforcement of these covenants shall be by the proceedings at law or in equity against any person or persons violating or attempting to violate these covenants. An action may be brought to enjoin a violation, as well as for actual damages.
- (C) These covenants shall be construed in such a way that they are valid and enforceable under federal, state and local law. If part of a covenant is declared invalid, or unenforceable by a court of competent jurisdiction, the rest of that covenant shall be unaffected. If an entire covenant is declared invalid or unenforceable by a court of competent jurisdiction, that covenant alone shall be severed, and the remainder of the covenants shall stand.
- (D) Easements for installation and maintenance of utilities, drainage facilities, retaining walls, or for any other use, are reserved and shown on the subdivision plat.

Section 2. Residences

- (A) Each Lot shall be used for residential purposes only; no other use is permitted. No building shall be erected, placed, altered, or permitted to remain on any Lot other than
 - 1. One detached, single family dwelling not to exceed thirty-five (35) ft in height and
 - 2. One private garage, which may be detached from the residence, for no less than three (3) cars and no more than five (5) cars, and
 - 3. One permanent outbuilding, as described below
- (B) Construction must begin no later than (5) five years from the original date of purchase and be enclosed and exterior finished within (1) one year of the commencement of construction. This time period may be extended at the discretion of the Architectural Committee to avoid hardship.

Section 3. Business or Commercial Activity

No businesses or commercial activity shall be conducted on any lot; provided, however, that professional or administrative occupants may conduct business within their residence so long as there exist no external evidence thereof. The intent of this provision is to maintain the residential character of the subdivision, to discourage traffic by non-residents through the subdivision, and to avoid parking, pollution and litter problems.

Declaration of Covenants, Conditions, and Restrictions

Shangri-La Estates East

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Section 4. Building Locations

- (A) No building shall be located on any lot nearer than fifty (50) feet to the front lot line, nor nearer than fifty (50) of the rear lot line, nor nearer than twenty- five (25) ft to either side lot line. No structure shall be placed nearer than fifty (50) ft from a right of way. The Architectural Committee may grant exceptions from these requirements if the Lot owner submits a site plan which demonstrates by clear and convincing evidence that topographic consideration make strict application of the setbacks undesirable, however, in any event, no exception shall be granted that allows a structure to be located nearer than (25) twenty-five feet from any lot line or right of way.
- (B) For the purpose of setback requirements, eaves, steps and open approaches shall not be considered part of the building; provided, however, that there shall be no encroachment whatsoever onto another lot.

Section 5. Dwelling Quality and Size

- (A) Each single family residence constructed in the subdivision must contain a minimum of 2500 square feet of living area. A garage, whether or not attached to the residence, is not to be construed as "living area" for purposes of this provision.
- (B) No dwelling, garage or out building shall be commenced, erected or maintained in the subdivision, nor shall any exterior addition be made to any structure , until the plans and specifications for the same are submitted to the Architectural Control Committee, and approved in writing by the Committee. Once the Committee gives its approval, the owner may not deviate in any significant respect from the plans as approved. The plans and specifications shall include, but not be limited to, the purpose of the structure or addition, its footprint, height, shape, location, the materials used, and any exterior coloring or permanent decoration or detailing. The Architectural Committee shall promptly communicate to the owner what information it needs to make a decision. Under no circumstances shall the Architectural Committee willfully delay construction.
- (C) The Architectural Committee shall consider the quality of workmanship and materials, harmony of external design with existing structures, and as to location, the situs of the house with regard to topography and finish grade elevations.

Section 6. Nuisances

- (A) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot which is, or reasonable likely to become a nuisance, or cause embarrassment, disturbance or annoyance to other owners. Each owner has a right to quiet enjoyment of his or her premises, which shall not be infringed by other persons.



- (B) No repair or restoration of any motor vehicle, boat, trailer, aircraft, or any other mechanical conveyance shall be permitted on any portion of any lot except for emergency repairs thereto, and then only to the extent necessary to enable the machine to be moved to a proper repair facility; however, nothing contained herein shall bar the repair or restoration of such a machine inside a fully enclosed residential garage.
- (C) No lot may be used by anyone for any illegal activity. Any such use may be immediately enjoined by legal action, without prior notice to the lot owner or occupant. The person or persons seeking such an injunction may also sue for damages and full attorney's fees and costs. Should the court award damages against lot owner, such damage award shall act as a lien upon the lot in the same manner as an assessment.

Section 7. Temporary Structures

No temporary structures, boat, trailer, camper or recreational vehicle of any kind shall be used as a living area while located on any part of the subdivision. Notwithstanding the above, a temporary structure may be placed on the lot during the period of initial construction of a dwelling or garage, but must be promptly removed upon completion of that structure.

Section 8. Outbuildings

Outbuildings including greenhouses, storage sheds, barns, etc. shall be permitted only if constructed in a permanent manner and in a style compatible with the architectural design of the dwelling. Outbuildings may not be erected, maintained, or substantially altered on the exterior without the prior written approval of the Architectural Committee. No outbuildings will be permitted which are not properly sided, painted, and roofed.

Section 9. Animal Regulations

- (A) No animals, livestock or poultry shall be kept on any lot, except that domestic dogs, cats, fish, and birds housed in birdcages may be kept as household pets, provided they are not bred or raised for commercial purposes or in unreasonable numbers.
- (B) No vicious dog or other animal, as defined by the Municipality of Anchorage in its ordinances, shall be kept on any lot. No more than four dogs may be kept on any lot at any one time. Dogs allowed out of doors without supervision must stay in a fenced in kennel area, or fenced in backyard at all times. Such kennel or fenced backyard must be approved by the Architectural Committee prior to the commencement of construction, and must remain in compliance with any guidelines set by the Architectural Committee.
- (C) No wild animals may be kept on any lot.
- (D) No horses may be kept on any lot.



Section 10. Rubbish

- (A) Trash, garbage, or other waste shall be properly disposed of in designated receptacles. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No lot shall be used or maintained as a dumping ground for waste of any kind.
- (B) No appliances may be placed on the outside of a dwelling or garage, or on any part of the lot, whether they are working or not.
- (C) There are to be no exterior fires whatsoever, except barbeque fires contained in the proper receptacles.
- (D) No hazardous waste shall be disposed of or stored on any lot.

Section 11. Parking and Vehicular Restrictions.

- (A) No vehicle in inoperable condition shall be parked or left on any lot, other than in a full enclosed garage. Each owner shall provide adequate off-street parking for all vehicles, but not within twenty five (25) feet of a side lot line or fifty (50) feet of a front or back lot line.
- (B) No vehicle shall be parked on the streets of the subdivision. Any vehicle parked or left on a street of the subdivision shall be subject to towing without notice.

Section 12. Re Subdivision

The lots described herein, and as shown on the plat, shall not be re-subdivided, except by the owner of three (3) contiguous lots, who may divide the inner or middle lot for the purpose of increasing the size of the two remaining lots. Such expanded lots shall then each count as "one lot" for purposes of these covenants.

Section 13. Drainage Ditches.

Each owner shall maintain the grade of ditches as designed, constructed, and modified, if at all by Declarant.

Section 14. Access to Lot

Only one access driveway shall be permitted for each lot in the subdivision. Drives shall be paved, with materials approved in advance by the Architectural Committee, within one year after the roof of the dwelling is completed.

Declaration of Covenants, Conditions, and Restrictions
Shangri-La Estates East
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Section 15. Signs

No sign of any kind shall be displayed to public view, or to the view of any adjoining lot owner, except signs of less than three (3) feet square advertising property for sale or rent. All such signs shall also comply with state and local law.

Section 16. Trees and Landscape

- (A) No owner shall be permitted to clear a lot on which standing trees of size and beauty exist. Special care should be taken of Hemlock trees with a trunk diameter of two (2) inches or more. Trees should be cleared only if necessary for construction and/or providing an optimum view from the dwelling. Space may be cleared to provide for construction, and trees may be thinned, so long as the maximum natural beauty and aesthetic value of trees is retained. Cleared or disturbed areas must be landscaped within twelve (12) months of completion of structure or improvement.
- (B) As shown on subdivision plat, there are two signs with the subdivision name that shall be maintained professionally, and the maintenance paid for by the Homeowners Association.

Section 17. Fences

No fence shall be erected or placed on any lot nearer to the street than permitted by municipal ordinance or regulation. The placement and type of fences shall enhance, rather than detract from, the quality of neighborhood structures. All wood fences shall be sealed or stained in order to be weather protected. No fence shall be more than six (6) ft in height. No fence shall be erected unless plans are approved in advance by the Architectural Committee as to design, quality of workmanship, materials and color or stain. The owner shall not deviate in any significant way from the approved plans. Fences shall be repaired or replaced promptly if damaged.

Section 18. Mailboxes

Mailboxes, both temporary and permanent, may be erected after approval by the Architectural Committee.

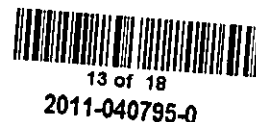
Section 19. Antennas

Antennas or satellite dishes, both temporary and permanent may be erected after approval by the Architectural Committee.

Section 20. Mineral Rights

All mineral rights shall be retained by Declarant.

***Declaration of Covenants, Conditions, and Restrictions
Shangri-La Estates East
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Section 21 Well Sites

The well site and septic system sites for each lot are as indicated on the attached Exhibit B. The well sites are shown by a dark circle with four radiating lines. Septic sites are shown by an outlined area within the lot that is not contiguous with the outlines of the home sites.

**ARTICLE VIII
RIGHTS OF MORTGAGE**

Section 1 Priority

Where the Mortgagee of a first mortgage of record which is recorded prior to the date of which any assessment lien became effective, or other Lot Owner obtains title to the same as a result of foreclosure of any such first mortgage, or as a result of a deed taken in lieu of the foreclosure, the acquirer of title, and his/her successors and assigns, shall not be liable for the share of the Common Expense, or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such acquirer, but shall be subject to any future assessments which become due subsequent to his/her acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectable from all of the Lots including such acquirer, his/her successors and assigns.

Section 2. Default

Any breach of any of the provisions, covenants, restrictions, or limitations hereof, or the recordation of any lien or assessment hereunder 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 the Lot Owner. All of the provisions herein shall be binding upon and effective against any Owner whose title to said property is hereafter acquired through foreclosure or trustees sale.

Section 3. Notice to Mortgagee

The first Mortgagee shall be entitled to written notification of any default by the Lot Owner in the performance of the Lot Owner's obligations under this Declaration or the Articles and Bylaws of the Association, which default is not cured within thirty (30) days, and no disposition thereof shall disturb Mortgagee's first lien priority.

***Declarations of Covenants, Conditions and Restrictions
Shangri-La Estates East
Page 13 of 17***

ARTICLE IX
GENERAL PROVISIONS

Section 1. Enforcement

The Association, 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; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any Member to enforce any covenant, condition or restriction therein contained, shall in no event be deemed a waiver of right to do so thereafter.

Section 2. Severability

Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way effect in any other provisions which shall remain in full force and effect.

Section 3. Term

The covenants, condition, and restrictions of this Declaration shall run with and bind the Covered Property and shall inure to the benefit of and be enforceable by the Association, or any member, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then-Owners has been recorded, agreeing to change said covenants, conditions, conditions and restrictions in whole or in part.

Section 4. Construction

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 the Covered Property. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in questions of interpretation of construction.

Section 5 Amendments

This Declaration of covenants, conditions and restrictions may be amended only by the affirmative written assent or vote of not less than fifty-one percent (51%) 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.

***Declaration of Covenants, Conditions and Restrictions
Shangri-La Estates East
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Section 6. Singular Includes Plural

Whenever the context of this Declaration requires the same , the singular shall include the plural, and the masculine shall include the feminine.

Section 7. 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, certified or registered 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, or if no such address shall have been furnished, then to the street address of such Owner's Lot, and any notice so deposited in the mail within Alaska shall be considered delivered 48 hours after such deposit.

Section 8. Non-liability of Officials

To the fullest extent permitted by law, neither the Board, the Architectural Committee, any other committees of the Association or any member thereof, shall be liable to any damage, loss, or prejudice suffered or claimed on account of any decisions, approval, or disapproval of plans and specifications (whether or not defective), course of action, act, omission, error, negligence, or the like make in good faith within which such Board, committees, or persons reasonably believed to be in the scope of their duties.

Section 9. Failure to comply by Owner

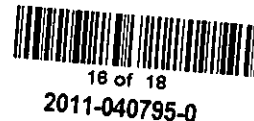
The failure of any Lot Owner to comply with provisions of the Declarations and Bylaws will give rise to a cause of action in the Association and any aggrieved Owner for the recovery of damages or for injunction relief, or both.

Section 10. Mediation/Jurisdiction

Any dispute, controversy, or claim arising out of, in connection with, or in relation to this Declaration, shall be submitted to mediation. A dispute that cannot be resolved in mediation must be brought in the state court with proper venue and jurisdiction. Alaska law, both procedural and substantive, shall apply to the resolution to any dispute under this Declaration, the Articles of Incorporation, or the Bylaws.

IN WITNESS THEREOF, Declarant has executed this instrument the day and year first hereinabove written thereof.

***Declaration of Covenants, Conditions and Restrictions
Shangri-La Estates East
Page 15 of 17***



DECLARANT

Anchorage Development and Construction, LLC

Earl W. Ford

Earl W. Ford, Member

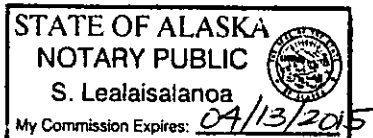
Lonnie C. Ford

Lonnie C. Ford, Member

CORPORATE ACKNOWLEDGEMENT

THIS IS TO CERTIFY that on the 29th day of August 2011, before the undersigned Notary Public in and for Alaska, personally appeared Earl W. Ford, known to be the person described herein, who executed the above instrument in his capacity as a member of Anchorage Development and Construction, LLC, as a duly authorized agent of the LLC under its Operating Agreement and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and seal on the date above written.



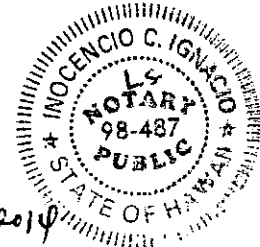
S. Lealaisalanoa
Notary Public in and for Alaska
My Commission Expires 04/13/2015

CORPORATE ACKNOWLEDGEMENT

THIS IS TO CERTIFY that on the 23rd day of August 2011, before the undersigned Notary Public in and for Hawaii, personally appeared Lonnie Ford, known to be the person described herein, who executed the above instrument in his capacity as a member of Anchorage Development and Construction, LLC, as a duly authorized agent of the LLC under its Operating Agreement and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and seal on the date above written.

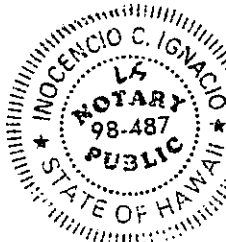
Inocencio C. Ignacio
Inocencio C. Ignacio
Notary Public in and for Hawaii
My Commission expires: Sept. 24, 2014



Declaration of Covenants, Conditions and Restrictions
Shangri-La Estates East
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2011-040795-0



Doc. Date: AUG 23 2011 # Pages: 17

Name: Inocencio C. Ignacio

First Circuit

Doc. Description: Declaration of Covenants, Conditions and Restrictions Shangri-La Estates East Subdivision

Inocencio C. Ignacio
Signature

AUG 23 2011
Date

NOTARY CERTIFICATION

EXHIBIT A

Legal Description- Covered Property

The real property covered by this Declaration is particularly described as:

Lot One (1) through Lot Fourteen (14) Block One (1); Lot One (1) through Lot Six (6) Block Two (2); Lot One (1) through Lot Nine (9) Block Three (3); Lot One (1) through Lot Eight (8) Block Four (4), Shangri-La Estates East Subdivision, according to Plat # 2011-62/037689, Anchorage Recording District, Third Judicial District, State of Alaska.

Common Elements

Common Elements of the Covered Property include the following:

1. Maintenance of Wetland Preservation—recorded and described as “Declaration of Conservation Covenants and Restrictions”, containing 37 pages and attached to these ShangriLa Estates East Covenants and Restrictions for your convenience and information.
2. Maintenance of signage stating the name of the subdivision, “Shangri La Estates East”

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SHANGRI LA ESTATES EAST

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EXCEPTION TO SHANGRI-LA ESTATES EAST SUBDIVISION CCR'S

ANCHORAGE DEVELOPMENT AND CONSTRUCTION, LLC, an Alaska limited liability company, whose address is 9441 Elmore Road, Anchorage AK 99507, as specified in the Declaration of Covenants, Conditions and Restrictions Shangri-La Estates East Subdivision, does hereby grant an exception from the 25 foot side setback requirement for the dwelling constructed upon the following described real property:

Lot 1, Block 1, Shangri-La Estates-East Subdivision, according to the official plat thereof, filed under Plat No. 2011-62, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska.

The southeast corner of said dwelling is 17.3 feet from the lot line as set forth on the attached As-Built Survey by Gastaldi Land Surveying, LLC, and is not impacting a "Right of Way" or an adjacent lot. Therefore, an exception from the 25 foot side setback requirement as stated in the Shangri-La Estates East Subdivision CCRs is hereby granted.

DATED this 6 day of October, 2016.

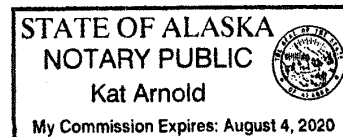
ANCHORAGE DEVELOPMENT AND CONSTRUCTION, LLC

By: Earl Ford
Earl Ford, Member

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 6 day of October, 2016, by EARL FORD, Member of Anchorage Development And Construction, LLC.

Kat Arnold
Notary Public in and for Alaska
My commission expires: 8/4/2020



Law Office of Jeremy Collier PC, 851 E Westpoint Dr #212, Wasilla AK 99654 Tel 907-357-4500 Fax 907-357-4510

DATED this 6th day of October, 2016.

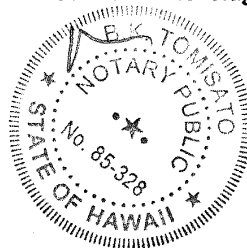
ANCHORAGE DEVELOPMENT AND CONSTRUCTION, LLC

By: [Signature]
Lonnie Ford, Member

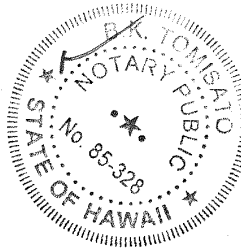
STATE OF HAWAII)
City & County of Honolulu) ss:

The foregoing instrument was acknowledged before me this 6th day of October, 2016, by LONNIE FORD, Member of Anchorage Development And Construction, LLC.

[Signature]
Notary Public in and for Hawaii
My commission expires: 08-11-2017



Please record in Anchorage Recording
District and return to
Anchorage Development & Construction LLC
9441 Elmore Road
Anchorage AK 99507



Doc. Date: 100616 # Pages: 2
B.K. Tomisato First Circuit
Doc. Description: exception to
Sharon La et al et al
subdivision C.R.'S
[Signature] 100616
Notary Signature Date
NOTARY CERTIFICATION

Law Office of Jeremy Collier PC, 851 E Westpoint Dr #212, Wasilla AK 99654 Tel 907-357-4500 Fax 907-357-4510



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2016-047395-0

Recording Dist: 301 - Anchorage

11/8/2016 12:28 PM Pages: 1 of 4



**** Anchorage Recording District ****

52241 CGN

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**THIS COVER SHEET HAS BEEN ADDED TO THIS DOCUMENT TO PROVIDE SPACE FOR
RECORDING DATA. THIS COVER SHEET APPEARS AS THE FIRST PAGE OF THE
DOCUMENT IN THE OFFICIAL PUBLIC RECORD.**

**This Exception to CCR's is being re-recorded to correct the Exception that originally recorded
on October 12, 2016 as document number 2016-043032-0.**

It is being re-recorded to attach the as-built.

DO NOT REMOVE

DATED this 6th day of October, 2016.

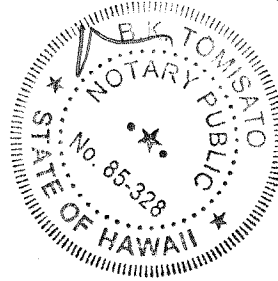
ANCHORAGE DEVELOPMENT AND CONSTRUCTION, LLC

By: [Signature]
Lonnie Ford, Member

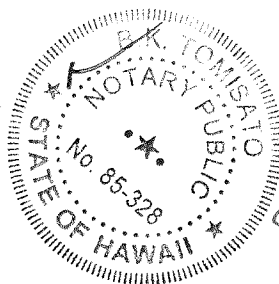
STATE OF HAWAII)
City & County of Honolulu) ss:

The foregoing instrument was acknowledged before me this 6th day of October, 2016, by LONNIE FORD, Member of Anchorage Development And Construction, LLC.

[Signature]
Notary Public in and for Hawaii
My commission expires: 08-11-2017



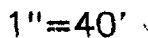
Please record in Anchorage Recording
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Anchorage Development & Construction LLC
9441 Elmore Road
Anchorage AK 99507



Doc. Date: 100616 # Pages: 2
B.K. Tomisato First Circuit
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subdivision LUR'S
[Signature] 100616
Notary Signature Date
NOTARY CERTIFICATION



PLAT NO. 2011-62



SCALE: 1"=20'

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DEPICTED ABOVE AND THAT NO ENCROACHMENTS EXIST EXCEPT AS INDICATED. IT IS THE RESPONSIBILITY OF THE OWNER TO DETERMINE THE EXISTENCE OF ANY EASEMENTS, COVENANTS OR RESTRICTIONS WHICH DO NOT APPEAR ON THE RECORDED SUBDIVISION PLAT. UNDER NO CIRCUMSTANCES SHOULD ANY DATA HEREON BE USED FOR CONSTRUCTION OR FOR ESTABLISHING BOUNDARY OR FENCE LINES.

ANCHORAGE RECORDING DISTRICT, ALASKA

NOTE: NO CORNERS SET THIS DATE

