

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE
DEADMAN LAKE SUBDIVISION HOMEOWNERS' ASSOCIATION, INC.

PLAT 81-7

1 The State of Alaska, through the Division of Forest, Land and Water
2 Management, of the Department of Natural Resources, hereafter "the
3 Declarant," is the owner of certain real property located in the Manley
4 Hot Springs Recording District, Alaska which is more particularly
5 described as follows:

6 Deadman Lake Subdivision A.S.L.S. 81-40, located within Sections
7 3, 4, 9, 10, 15, 16, T.1S., R.12W., F.M., Alaska

8 The Declarant hereby declares that all of the property described above
9 shall be held, sold, and conveyed subject to the following restrictions,
10 covenants, and conditions, which shall run with the real property and be
11 binding on all the owners of parcels within the described properties or
12 any part thereof, their heirs, successors and assigns, and shall inure
13 to the benefit of each owner thereof.

ARTICLE I

10 Section 1. "Association" means Deadman Lake Subdivision Homeowners'
11 Association, Inc., its successors and assigns.

12 Section 2. "Owner" means the record owner or owners of a lot within the
13 Deadman Lake Subdivision, a purchaser under contract with the Declarant,
14 and the holder of a homesite entry authorization, excluding the Declarant
15 and those having such interest merely as security for the performance of
16 an obligation.

17 Section 3. "Properties" means that certain real property hereinbefore
18 described, and such additions thereto as may hereafter be brought within
19 the jurisdiction of the Association.

ARTICLE II

20 This association shall be incorporated under the name of the Deadman Lake
21 Subdivision Homeowners' Association, Inc. as a corporation not for
22 profit under the laws of the State of Alaska. This Homeowners' Association
23 is established to build or maintain roads and related drainage improvements
24 within the subdivision, maintain reserved or common areas, build or
25 maintain a sewer and water system within the subdivision, and to provide
26 other necessary services until a unit of local government is able and
27 willing to assume responsibility for them. This Homeowners' Association
28 shall have all of the powers set forth in the Articles of Incorporation,
29 Bylaws, and this Declaration.

ARTICLE III

30 An owner of a parcel in Deadman Lake Subdivision automatically becomes a
31 member of the Deadman Lake Subdivision Homeowners' Association, Inc. and
32 is subject to this Declaration, the Articles of Incorporation, and the
33 Bylaws promulgated by the Association. All subsequent owners of any
34 parcel within this Subdivision automatically become members of the
35 Homeowners' Association and are subject to the Declaration, Articles and
36 Bylaws to the same extent as an original member of the Association.

1 ARTICLE IV

2 Section 1. Creation of a Lien and Personal Obligation of Assessment.
3 Each owner of a lot within the Subdivision, by acceptance of a sale
4 contract, deed or homesite entry permit, is deemed to covenant and agree
5 to pay the association: (1) annual assessments or charges, and (2)
6 special assessments for capital improvements, such assessments to be
7 established and collected as hereafter provided. The annual and special
8 assessments, together with interest, costs, and reasonable attorney's
9 fee shall be a charge on the land and shall be a continuing lien upon
10 the owner's interest in the property against which each such assessment
11 is made. Each such assessment, together with interest, costs, and
12 reasonable attorney's fees, shall also be the personal obligation of
13 the person who was the owner of such property at the time when the
14 assessment fell due. The personal obligation for delinquent assessments
15 shall not pass to his successors in title unless expressly assumed by
16 them.

17 Section 2. Purpose of Assessments.

18 The assessments levied by the Association shall be used exclusively for
19 the improvement and maintenance of the Reserved or Common Areas within
20 the Subdivision and construction and maintenance of capital improvements.

21 Section 3. Special Assessments for Capital Improvements.

22 In addition to annual assessments, the Association may levy a special
23 assessment applicable to that year only for the purpose of defraying, in
24 whole or in part, the cost of any construction, reconstruction, repair
25 or replacement of a capital improvement. Both annual and special assessments
26 must be fixed at a uniform rate for all parcels and may be collected
27 on a monthly basis.

28 Section 4. Voting.

29 All assessments levied by this Homeowners' Association must have the
30 assent of a majority of the owners of lots in the Subdivision.

31 Section 5. Notice of Meetings.

32 Written notice of any meeting called for the purpose of taking assessments
33 shall be sent by registered or certified mail to all owners not
34 less than 30 days nor more than 60 days in advance of the meeting.

35 Section 6. Exempt Property.

36 Where the Declarant is the record owner of a parcel subject to a homesite
37 entry permit or land sale contract, the assessment lien is upon the
38 homesite permittee's or purchaser's interest in the parcel. There may
39 be no liens upon the Declarant's interest in the parcel. All properties
40 owned by the Declarant which are not subject to a sales contract or
41 homesite entry permit, and all properties dedicated to, and accepted by
42 a local public authority shall be exempt from the assessments created
43 herein.

24 ARTICLE V

25 Section 1. Enforcement.

26 The Association, or any owner, shall have the right to enforce, by any
27 proceeding at law or in equity, all restrictions, conditions, covenants,
28 reservations, liens and charges now or hereafter imposed by the provisions
29 of this Declaration. Failure by the Association or by any Owner to
30 enforce any covenant or restriction herein contained shall in no event
31 be deemed a waiver of the right to do so thereafter.

32

Section 2. Severability.

Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of (10) years. This Declaration may be amended by an instrument signed by not less than a majority of the owners of the lots in the Subdivision. Any amendment must be recorded.

Theodore G. Smith

Theodore G. Smith

STATE OF ALASKA }
Third Judicial District } ss.

THIS IS TO CERTIFY that on this 14 day of August, 1981, before
me personally appeared Theodore G. Smith of the
Division of Forest, Land and Water Management of the Department of
Natural Resources of the State of Alaska, who executed the foregoing
Declaration of Covenants, Conditions and Restrictions of the Deadman
Lake Subdivision Homeowners' Association, Inc. and acknowledged vol-
untarily signing the same.

Notary Public in and for the State of Alaska
My Commission Expires: October 23, 2001

RECORDED - FILED	NC
MANLEY	REC. DIST.
DATE	8-31
TIME	10:31
Requested by	ASLDNR
Address	103 W. NORTHERN LIGHTS BLVD. SUITE 200