

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

(pertaining to  
DENLOW BUSINESS PARK) *QMN.*

OWNERS:

Bertren R. Curry and H. Lucille Curry, husband and wife, John Gowen and Jane T. Gowen, husband and wife, Lawrence R. Curry and Pricilla Anne Curry, husband and wife, and Steven Curry, being fee owners of the following described property:

DENLOW BUSINESS PARK, according to Plat No. 77-21 on file in the office of the recorder for the Palmer Recording District, Third Judicial District, State of Alaska, (Situate in the N $\frac{1}{2}$  Section 35 T 18N, R3W, Seward Meridan, State of Alaska).

Containing 48 lots.

Hereby make the uses to which the lots and tracts of said subdivision may be put, hereby specifying that said declarations shall be for the benefit of and limitations upon all future owners in the subdivision, this declaration of restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in the architectural design and use as herein specified.

1. PURPOSE

a. The purpose of these restrictions is to insure the use of the property for attractive residential and commercial purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home or business, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to other site owners. Any action or inaction tending to detract from the attractiveness and value of the property for residential or for commercial purposes where applicable will not be permitted.

b. The power to enforce such covenants, conditions and restrictions will reside in the majority of the DENLOW BUSINESS PARK Owners. The failure to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

\*Covenants and restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin are deleted unless and only to the extent that said covenant (a) is exempt under Chapter 12, Section 3607 of the United States Code or (b) relates to handicap but does not.

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

d. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of Ten (10) years from the date this Declaration is recorded. This Declaration may be amended during the first Ten (10) years as follows:

i.) at any time until and thru December 31, 1982, by a written instrument recorded in the Palmer Recording District by the Declarant.

ii.) at any time thereafter by a written instrument recorded in the Palmer Recording District, sixty-six and two-thirds percent (66 2/3%) of the Lot Owners.

2. MEMBERSHIP AND VOTING RIGHTS

Every owner of a Lot which is subject to regulation and assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot.

a. Association Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A members, each of whom shall be entitled to one vote for each Lot owned, shall be the Owners, subject to these limitations:

(1) when more than one person holds such interest, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to such lot; and

(2) The Declarant shall not be a Class A member until the Class B membership of the Declarant ceases and becomes converted to Class A membership as herein provided.

Class B. Class B member (s) shall be the Declarant, who shall be entitled to three (3) votes for each Lot owned. The Class B membership on the happening of either of the following events, which ever occurs earlier:

- (a) When the total votes outstanding in Class A Membership equal the total votes outstanding in the Class B membership, or
- (b) On December 31, 1982

At either time the Class B member shall become a Class A member entitled to one (1) vote for each lot owned.

3. COVENANT FOR MAINTENANCE ASSESSMENTS

a. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within DENLOW BUSINESS PARK hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such a deed, shall be deemed to covenant and agree to pay to the Association annual assessments or charges.

b. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of welfare of the Owners, and for the improvement and maintenance of the roads.

c. Maximum Annual Assessment for Association. Until December 31, 1982, the maximum annual assessment which may be levied by the Board of Directors of the Association shall be \$30.00 per lot.

1. From and after December 31, 1982, the maximum annual assessment may be increased above the amount otherwise allowable to a stated maximum amount, by an affirmative vote of two-thirds (2/3) of each class member of the association who are voting on such resolution, in person or by proxy, at a meeting duly called for this purpose.

2. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of the roads, providing that such assessment shall have the assent of two-thirds (2/3) of the proxy by the Association. The Board of Directors of the Association may provide for the payment of such special assessment on a monthly basis.

3. At the time power is installed there will be a special assessment at one-fortyeights (1/48%) of the cost of installing the power. The estimated cost of installation in 1979 is \$22,000.00. The assessment may be pre-rated on a monthly basis.

d. Notice and Quorum for Action Authorized. Written notice of any membership meeting called for the purpose of taking any action authorized shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of both types of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the next meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

e. Both annual and special assessments must be fixed at a uniform rate for all Lots except that unimproved Lots owned by the Declarant may be assessed at a rate of not less than one-half (1/2) of the rate fixed for improved lots.

f. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein for the Association shall commence as to all Lots on January 1, 1980. The first annual assessment (s) shall be for the calendar year, January 1, 1980. The Board of Directors shall thereafter fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period in an amount not in excess of the maximum assessment allowance under Section 3C. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, which may also provide for the payment of such assessment on a monthly basis. The Association shall, upon demand and for a reasonable charge, furnish to any Owner liable for an assessment a certificate signed by an officer setting forth whether the assessment on the property owned by each Owner have been paid.

g. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date as established by the Board of Directors shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

h. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment liens; provided, however, the sale or transfer of any Lot pursuant to a foreclosure, or any other proceeding in lien thereof, of any first mortgage or deed of trust, shall extinguish the liens of such assessments as to payments which became due prior to such sale or transfer, but not as to any assessments thereafter becoming due.

#### 4. LAND USE

a. Schools and churches are permitted within the subdivision. However, the land area must contain a minimum of 80,000 square feet, or two contiguous lots. The intent of this provision is to provide adequate off-street parking facilities. Large congregations or enrollments may require more than the minimum designated area.

b. Tanks. No elevated tanks of any kind shall be erected, permitted or placed on any lot, except if buried or walled sufficiently to conceal them from the view from neighboring lots, streets, or roads. Water tanks may not be buried.

c. Sewage Disposal. All septic tanks, or sewage drain fields shall be installed in accordance with state of Alaska and Matanuska-Susitna Borough regulations.

d. Temporary Structures. No trailer or mobile home, or temporary building or storage shall be erected, constructed or moved upon any lot and remain on the lot for a period of time exceeding 12 months. No quonset hut will be allowed on the property. All buildings constructed or placed in the subdivision shall be finished on the exterior within 12 months after start of construction. Tar paper, roofing paper, celotex, nuwood or like material as exterior siding or exterior finish will not be permitted.

e. Building Location. No building shall be located on any lot nearer than 30 feet to any side-street line. No building shall be located on any lot nearer than 25 feet to the rear or front line, nor 10 feet from any side lot line.

f. Garbage and Refuse Disposal. No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

g. Re-Subdivision. The area of lots herein described shall not be reduced in size by re-subdivision, EXCEPT that an owner of three (3) or more contiguous lots may divide their lots in any manner, increasing the size of their lots which shall then be treated for all purposes pertinent to these covenants as enlarged single lots. In any event the footage of any building site shall not be less than 40,000 square feet for lots with on site water and sewage disposal systems and 20,000 square feet for lots with community water systems.

h. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or can become in annoyance or nuisance to the neighborhood.

i. Open Burning. Open burning of brush or trash will not be permitted unless permission is obtained from an authorized fire official. Fire prevention rules will be strictly followed.

j. Trees. No owner shall be permitted to completely clear a lot on which standing trees of size and beauty exist; space may be cleared to provide for construction, and trees may be thinned so long as the maximum natural beauty and esthetic value of the lots is retained. No more than 60% of the trees shall be cleared unless construction loan has been approved.

k. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot for commercial purposes, except that dogs, cats or other

household pets may be kept provided that they are under supervision of owner or owner's agent.

1. Vehicle Storage. No recreational vehicles such as but not limited to, travel trailers, boat trailers and campers shall be permitted to remain on public dedicated right-of-way for more than 48 hours.

No vehicle requiring significant repair (in an extreme state of disrepair) shall ever be parked or permitted to remain on any public right-of-way for more than 24 hours. This means a vehicle that is incapable of moving under its own power.

m. Outbuildings. No basements, garages, sheds, shacks, outbuildings or impermanent structures, such as tents, shall be used as dwellings on any Lot for more than one year.

n. Culverts. Each lot owner shall, at the time of driveway construction, provide a culvert, at the ditch crossing. The culvert must be a 12-inch (minimum) corrugated metal 18 gauge or equivalent pipe.

o. Drainage. No Owner shall change or cause to be changed or interfere in whole or in part with the natural drainage of the subdivision.

p. Water Supply. No individual water supply system shall be permitted on any lot unless such a system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation. Approval of such a system as installed shall be the responsibility of the individual owner.

q. Commercial and Rural Business. Commercial and rural business are intended as those activities intended to serve the needs of the general public for goods and services. Permitted uses and structures;

1. Commercial-Wholesale

Wholesaling and distribution operations, including incidental manufacturing or processing of goods for sale at retail or wholesale on the premises, but not to include yards for storage or display of any scrap, junk, salvaged or secondhand materials or for any scrap or salvage operations, tanning or butchering, on a commercial basis, or processing of pulp.

2. Commercial-Retail

3. Included also under this designation are multi-family dwellings, which means a residential building designed for or occupied by three or more families, with the number of families in residence not exceeding the number of dwellings.

4. Camper parks may be permitted for the purpose of

accomodating temporary transient travelers, or summer vacationers with hook-up and related facilities, however, the lot must contain a minimum of 80,000 sq. ft. or two contiguous lots.

r. Building Use Restrictions.

1. Any single family residence on a lot shall contain a minimum floor area of 800 sq. ft. exclusive of open decks, covered or uncovered, garages, sheds or other outbuildings.

2. At the time a permanent dwelling is built, adequate off-street parking for at least two automobiles shall be provided on each lot.

3. No Lot shall ever be used in a fashion which unreasonably interferes with the other Lot owners right to the use and enjoyment of their respective properties.

IN WITNESS WHEREOF Denlow Business Park Developers, has caused this Declaration to be signed by its duly authorized owners the day and year first herein set forth.

By Paul J. Williams Attorney  
of Lawrence R. Curry

Date August 23, 1978  
Paul J. Williams  
Lawrence R. Curry

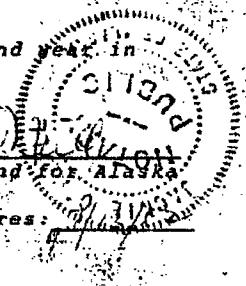
Lawrence R. Curry  
Steven Curry  
Lawrence R. Curry  
John Curry  
By Paul J. Williams  
of Lawrence R. Curry

STATE OF ALASKA  
THIRD JUDICIAL DISTRICT) ss.

This is to certify that on this 23rd day of August, 1978, before me the undersigned, a Notary Public in and for the State of Alaska, personally appeared Curry's and Williams to me known and known to be the owners of the subdivision named in the foregoing instrument, and they acknowledged to me that they have in their official capacity aforesaid executed the foregoing instrument as the free act and deed of the owners for the uses and purposes therein stated.

WITNESS my hand and Notarial Seal on the day and year in this certificate first above written.

Jackie O. Williams  
Notary Public in and for Alaska  
My commission expires: 9/1/78



78-010542  
23-

77679

RECORDED  
INDEXED  
DISTRICT

AUG 23 8 52 AM '78

REQUESTED BY Polly Williams  
ADDRESS 121 W. Finwood  
Suite 280  
Anch, AK.  
99503

\*Covenants and restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin are deleted unless and only to the extent that said covenant (a) is exempt under Chapt. 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons\*