

**COVENANTS, CONDITIONS AND RESTRICTIONS**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made this 22<sup>nd</sup> day of December, 1981 by BAYSHORE CORPORATION, an Alaskan Corporation, formerly known as BAYSHORE WEST CORPORATION, hereafter referred to as “Declarant,”

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Anchorage Recording District, Third Judicial District, State of Alaska, more particularly described as:

BAYSHORE WEST SUBDIVISION UNIT NO. 4A, as shown on Plat No.81-257, in the Anchorage Recording District, Third Judicial District, State of Alaska.

Herein called “Unit 4A,” and

WHEREAS, Declarant desires to subject Unit No. 4A to certain covenants, conditions and restrictions and charges for the benefit of such property and its present and subsequent owners as hereinafter specified; and

WHEREAS, the power to enforce such covenants, conditions and restrictions and charges is to reside in ALASKAN BAY OWNERS ASSOCIATION, a non-profit corporation organized under the laws of the State of Alaska.

NOW, THEREFORE, Declarant hereby declares that all of Unit No. 4A as described above, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and charges, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on, and inure to the benefit of, all parties having any right, title or interest in the described real property or any part thereof, including their legal representatives, heirs, successors and assigns.

**ARTICLE I. DEFINITIONS**

Section 1. “Association” shall mean and refer to:

the ALASKAN BAYOWNERS ASSOCIATION, a nonprofit corporation organized under the laws of the State of Alaska, and its successors and assigns.

Section 2. “Owner” shall mean and refer to:

the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Living Unit which is a part of Unit No. 4A, and such additions thereto as may hereafter be bought within the jurisdiction of the Association, including contract sellers, but excluding those having such interest merely as security for a performance of an obligation. A real estate contract purchaser shall be deemed an Owner.

Section 3. “Properties” shall mean and refer to:

- (a) that certain real property herein before described as Unit No. 4A, plus
- (b) such additions thereto as may hereafter be brought within the jurisdiction of the association pursuant to the provision of Article VII, Section 1, relating to Annexation

Section 4. “Common Area” shall mean and refer to:

all real property owned by the association for the common use and enjoyment of the owners, including such property acquired by the Association as a result of annexation or merger; at the time of the conveyance of the first Lot, the common area to be owned by the Association shall include Tract H

Section 5. “Lot” shall mean and refer to:

any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area, which is either unimproved, or improved with a single-family residence.

## COVENANTS, CONDITIONS AND RESTRICTIONS

Section 6. “Declarant” shall mean and refer to:

BAYSHORE CORPORATION, an Alaska corporation, and its successors and assigns (in whole or in part) if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. “Living Unit” shall mean and refer to:

that portion or a multi-residential unit structure situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 8. “Bayshore” shall mean and refer to:

the real property described in Exhibit A attached hereto.

### ARTICLE II. PROPERTY RIGHTS

Section 1. Owner’s Easements of Enjoyment.

Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot or Living Unit, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility(ies) situated upon the Common Area, and to promulgate and enforce reasonable rules and regulations for the use of such facilities;
- (b) The right of the Association to suspend the voting rights and the right to use the recreational facilities by an Owner for any period during which an assessment against his/her Lot or Living Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the Common area to any public agency, authority or utility for the purposes and subject to such conditions as may be agreed to by the Board of Directors. No such dedication or transfer shall be effected unless authorized by two thirds (2/3rds) of each class of members (or if only one (1) class, then by such single class).

Section 2. Delegation of Use.

Any Owner may assign in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

### ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.

Every Owner of a Lot or Living Unit, 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 or Living Unit.

Section 2. Association Voting Rights.

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

- (a) Class AA members, each of whom shall be entitled to one (1) vote for each Lot or Living Unit owned, shall be the owners, subject to these limitations:
  - 1) When more than one (1) person holds interest, all such persons shall be members, and the vote for such Lot or Living Unit shall be exercised as they

## **COVENANTS, CONDITIONS AND RESTRICTIONS**

among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit; and

- 2) The declarant shall not be Class AA member until the Class B membership of the Declarant ceases and becomes converted to Class AA membership as therein provided.
- (b) Class B. Class B members(s) shall be the Declarant, who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted into Class AA membership on the happening of either of the following events, whichever occurs earlier:
- 1) When the total votes outstanding in the Class AA equals the total votes outstanding in the Class B membership, or
  - 2) On December 31, 1996,

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class AA member entitled to one vote for each Lot in which it holds the interest(s) required for membership of Class AA members.

### **ARTICLE IV. COVENANTS FOR MAINTENANCE ASSESSMENTS**

#### **Section 1. Creation of the Lien and Personal Obligation for Assessments.**

The Declarant, for each lot or if there is more than one Living Unit per lot, for each Living Unit owned within the properties, hereby covenants and each Owner of any Lot or Living Unit by acceptance of a deed therefore whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association:

- a) Annual assessments or charges; and
- b) Special assessments for capital improvements.

Such annual and special assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof, shall be a continuing lien upon the property against each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in the title unless expressly assumed by them.

#### **Section 2. Purpose of Assessments.**

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health safety, enjoyment and welfare of the Owners, and for the improvement and maintenance of property, services and facilities devoted to such purposes.

#### **Section 3. Maximum Annual Assessment for the Association.**

The Board of Directors of the Association shall determine annually, based on the proposed budget for the Association, the amount of the annual assessment to be levied against each Lot or Living unit. There shall be no minimum annual assessment. The Maximum annual assessment, which may be levied per lot or living unit, shall be determined as follows:

- (a) From and after January 1, 1982, the maximum annual assessment which may be levied by the Board of Directors of the Association without a vote of the membership shall be adjusted in relation to the Consumer Price Index - All Urban Consumers for Anchorage Alaska, issued by the Bureau of Labor Statistics, herein referred to as "price index figure". The adjustment in the Maximum annual assessment shall be determined as follows:

The price index figure for October 1973, the price index figure for the year immediately preceding the year for which such assessment is to be made, and the

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sum of \$300 shall be the basis upon which such adjustment shall be computed. The difference, if any, between the price index figure for October 1973, and the price index figure for October of the year immediately preceding the year for which such adjustment is to be made shall be ascertained by subtracting the lesser from the greater of such figures. Thereafter, such difference shall be divided by the price index figure for October 1973, which will provide the percentage of change, if any, in the price index figure. If such percentage of change represents an increase, then the maximum annual assessment for the following assessment year shall be \$300 plus the sum derived by multiplying the sum of \$300 by such percentage of change.

In the event the Consumer Price index - All Urban Consumers issued by the United States Department of Labor be discontinued, or if there is a substantial change in the method of determining the price index figure from the base month of October 1973, any other appropriate and suitable governmental index shall be used provided it offers a comparison between a period reasonably close to October 1973 and the subsequent month being measured.

- (b) From and after January 1, 1982, the maximum annual assessment may be increased above the amount otherwise allowable under (a) above, to a stated maximum amount, by an affirmative vote of two-thirds (2/3) of each class membership (or if only one class, then by such single class) of the Association who are voting on such resolution, in person or by proxy, at a meeting duly called for this purpose.

### **Section 4.** Special Assessments for Capital Improvements.

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 a capital improvement located or to be located within its jurisdiction or control, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members (or if only one class, then by such single class) who are voting in person or by proxy at a meeting duly called for this purpose by the association. The Board of Directors of the Association may provide for the payment of such special assessment on a monthly basis.

### **Section 5.** Notice and Quorum for Action Authorized Under Sections 3 (b) and 4.

Written notice of any membership meeting called for the purpose of taking any action authorized under sections 3 (b) or 4 shall be sent out 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 proxies entitled to cast sixty percent (60%) of all the votes of both classes of membership (or if only one class, then by such single class) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent shall be held more than sixty (60) days following the preceding meeting.

### **Section 6.** Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for Lots and Living Units, except that unimproved Lots owned by the Declarant shall be assessed at a rate of fifty percent (50%) of the rate fixed for improved Lots or Living Units.

### **Section 7.** Date of Commencement of Annual Assessments; Due Dates.

The annual assessments provided for herein for the Association shall commence as to all Lots or Living Units on the first day of the month following the conveyance of the Common Areas described in Article I, Section 4 to the Association. The first annual assessment(s) shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall thereafter fix the amount of the annual assessment against each Lot or Living Unit at least 30 days in advance of each annual assessment period under Section 3 of this Article. 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 assessments on the property owned by each such Owner have been paid.

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### **Section 8.**      Effect of Nonpayment of Assessments; 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 greater of eight percent (8%) per annum, or an amount equal to the then prevailing interest rate of FHA insured mortgages, provided in no event shall said rate offend any applicable usury law(s). 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 assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

### **Section 9.**      Subordination of Lien to Mortgagee.

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 other proceeding in lieu thereof, of any first mortgage or deed of trust, shall relinquish 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.

## **ARTICLE V.    RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS**

### **Section 1.**      Land Use and Building Type:

No lot shall be used for any purpose other than one or more single-family residences or living units. No outhouse of any kind, tent, fence, shed, trailer, tree-house, or any other temporary dwelling shall be erected or maintained on any lot or be used for living purposes. Garden sheds, tool sheds, or rear yard fences may be erected, however, with the approval of the Architectural Control Committee, as provided in Article VI, Section 1.

### **Section 2.**      Nuisances:

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other owners in the enjoyment of their lots or living units or in the enjoyment of common properties. No repair or restoration of any vehicles shall be permitted on any portion of any lot or upon the common area except for emergency repairs thereto, and then only to the extent necessary to enable movement thereof to a proper repair facility.

### **Section 3.**      Garbage And Refuse Disposal:

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All such material shall be kept in sanitary containers. Such material shall not be disposed of by incineration on any Lot.

### **Section 4.**      Pets, Livestock, And Poultry:

No animals, livestock, and poultry of any kind shall be raised, bred, or kept on any lot, other than a reasonable number of dogs, cats or other common household pets which may be kept, provided they are not kept, bred or maintained for commercial purpose and are not permitted to run at large.

### **Section 5.**      Commercial Vehicles:

No commercial vehicle, similar commercial equipment, or construction equipment shall be parked, placed, erected, or maintained on any lot for any purpose except during the period of construction

### **Section 6.**      Boats, Campers, Etc.:

The common area and/or streets located on the properties shall not be used for the overnight parking of any vehicle other than private family automobiles. No boat, boat trailer, house trailer, camper, motor-home, truck, other similar vehicle, similar object, or any part thereof, shall be stored or permitted to remain on any lot or the common area or any part of the properties unless the same is placed in a fully enclosed garage or in an area designed and authorized for such usage by the Association. This Section is for the mutual benefit of all Owners and is necessary for the protection of all Owners.

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### Section 7. Signs:

No sign of any kind shall be displayed to the public on any lot or living unit except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs by a building company to advertise the property during the construction and sales period.

### Section 8. Natural Resource Extraction:

No natural resource extraction operation of any nature shall be permitted upon, or in, any lot. Wells, tanks, tunnels, mineral excavations, or shafts are also not permitted upon, or in, any lot. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

## **ARTICLE VI. RESTRICTIONS REGARDING CONSTRUCTION AND MAINTENANCE**

### Section 1. Architectural Control Committee:

Architectural Control Committee means that committee of three or more persons appointed for the purposes of reviewing submissions to it pursuant to the provisions of this Article VI. Bayshore Corporation, its successors or assigns shall, from time to time, appoint the members of such committee until the earlier of (i) such date as it causes to be recorded a Statement of Relinquishment of Authority to appoint such members, or (ii) December 31, 1986. Thereafter the Board of Directors of the Association shall appoint such committee. Submissions pursuant to Section 2 of this Article shall be made to the committee at the principle office of the Association.

### Section 2. Architectural Control:

No building, fence, mail box, garbage container, wall, or other structure shall be erected, placed, or maintained upon any lot, nor shall any exterior addition to, change, or alteration therein be made until the plans and specifications of the same have been submitted to and approved by written endorsement thereon by the Architectural Control Committee. In the event the ACC fails to approve or disapprove such plans and specifications within sixty (60) days after submission to said committee, approval will not be required and this section will be deemed to be fully complied with.

Where applicable, depending upon the nature of the approval sought, plans and specifications must include:

- a. The nature of the improvements sought, it's kind, shape, height, and materials proposed.
- b. Exterior elevations, including an outline of all exterior finish details.
- c. Total square footage.
- d. Plot plan.
- e. Examples of the proposed finish and trim colors.

Neither the Declarant, the Board of Directors nor such Architectural Control Committee shall be responsible for any defects in any building or structure erected in accordance with such plans and specifications; the purpose of the controls reserved hereby being to insure the conformity and harmony of such buildings and structures as to quality, external design and location in relation to surrounding structures and the topography.

### Section 3. Dwelling Cost and Quality:

No dwelling shall be permitted on any Lot which has a market value of less than \$105,000, including the value of such Lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a better quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded.

### Section 4. Construction:

The construction of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until fully completed, and in no event shall such construction period exceed one (1) year. No buildings constructed elsewhere shall be moved to or placed on any Lot except with the written approval of the Architectural Control Committee. No building shall be in any manner occupied while in the course of original construction or until it complies with all requirements as to area and with all other conditions and restrictions applicable thereto.

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### Section 5. Exterior Finish and Maintenance:

In the event an owner of any lot or living unit shall (i) fail to construct and finish the exterior or any structure thereon in accordance with the plans and specifications theretofore approved by the ACC, or (ii) fail to maintain the premises and/or exterior of any improvements situated thereon in a manner consistent with the surrounding lots or living units, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents(s) and employee(s), to enter said lot or living unit and to construct, finish, repair, maintain, and/or restore the lot or living unit and/or exterior of the buildings and any other improvements erected thereon. The cost of such maintenance shall be added to and become part of the assessment to which such lot or living unit is subject.

### Section 6. Landscaping:

Within one (1) year after the commencement of any construction thereon, each lot shall be suitably landscaped. This includes the planting of lawns, trees, and/or shrubs, and all walks, driveways, and parking areas shall be paved or similarly improved. In the event any lot owner fails to comply with the provisions of this section, such failure shall be deemed a failure to perform exterior maintenance and be subject to performance by the Association as provided for in Section 5 above.

### Section 7. Trees:

No owner shall be permitted to completely clear a lot where standing trees of size and beauty exists. Space may be cleared for construction and trees may be thinned, so long as the maximum beauty and aesthetic values of such trees are retained.

### Section 8. Utility Lines, Aerials And Antennas:

All electrical service and telephone lines shall be placed underground. No exposed television, radio, or similar communication aerials or antennas which exceed five (5) feet in height above the upper roof line of any living unit shall be erected, placed or maintained on any lot.

### Section 9. Water And Sewer:

No individual well or water system, or sewage disposal system shall be installed on any lot.

### Section 10. Fences:

No fences shall be erected or placed in the front yard of any lot.

### Section 11. Color (S) Of Exterior:

No owner of any lot or living unit shall change or alter the exterior color(s) of any structure situated within or forming part of such lot or living unit unless written application is submitted to and approved by written endorsement thereon by the Architectural Control Committee.

### Section 12. Exterior Changes:

In addition to exterior color changes, no other exterior change of any kind, including but not limited to additions or alterations to any structure, hedge, wall or approved fence shall be commenced, erected or maintained upon any lot or living unit until the plans and specifications stating the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved, as to conformity and harmony of external design and location with existing improvement, by endorsement thereon, by the Architectural Control Committee.

### Section 13. Building Height:

Height limitations shall conform to the Municipality of Anchorage, Zoning classification R-1, Single-family Residential District, provided, however, no structure shall exceed 2 ½ stories or 25 feet in height.

### Section 14. Sight Distance:

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot with ten (10) feet from the intersection of a street property line with the edge of a

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driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

### ARTICLE VII. ANNEXATION

#### Section 1. Property Subject to Annexation:

Addition parcels of real property may be annexed to the Properties described herein for the purposes of subjecting such real property to regulation and assessment by the Association and for the mutual enjoyment of Common Areas. Such annexations may be made as follows:

- (a) Additions by Declarant. At any time prior to December 31, 1996, Declarant shall have the right to bring within the scheme of this Declaration, without the consent of the members, additional real property located within the areas described in Exhibit B, attached hereto and made an integral part hereof. Any such annexation shall be in accord with a general plan of development; provided, however, such general plan shall not bind the Declarant to make the proposed addition or to adhere to the plan in any subsequent development of the land shown therein.
- (b) Additions not in Accordance With the General Plan of Development. Additions, other than those provided for in Section (a) above, may be made by the declarant or any other Owner(s) of property who desire to add such property to the scheme of this Declaration, upon the consent of two-thirds (2/3) of each class of members (or if only one (1) class, then by such single class).

Section 2. Method of Annexation. Additions authorized under this Section shall be made by recording a supplemental Declaration of Covenants and Restrictions with respect to the annexed property. Such supplemental Declaration may contain such additions and modifications of the covenants, restrictions and charges contained in this Declaration as may be deemed appropriate for the development of such additional property. In no event, however, shall such supplemental Declaration remove, modify or add to the covenants established by this Declaration, with respect to the property heretofore described as:

BAYSHORE WEST SUBDIVISION UNIT NO. 4A, as  
shown on Plat No. 81-257, in the Anchorage Recording District,  
Third Judicial District, State of Alaska.

### ARTICLE VII. GENERAL PROVISIONS

#### Section 1. Resubdivision:

The area of the Lots herein described shall not be reduced in size by Resubdivision, except that the Owners of three (3) contiguous Lots may replat such Lots by dividing the inner or middle lot, thus increasing the size of the two remaining lots, which shall then be treated for all purposes pertinent to these covenants as enlarged single Lots.

#### Section 2. Enforcement:

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

#### Section 3. Severability:

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

#### Section 4. 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 ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument



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signed by not less than sixty-six and two-thirds percent (66 2/3%) of the Owners, and thereafter by and instrument signed by not less than fifty percent (50%) of the Owners. Any Amendment must be recorded.

IN WITNESS WHEREOF, BAYSHORE CORPORATION has caused these presents to be signed by its duly authorized officers the day and year first above written.

*BAYSHORE CORPORATION*  
W. T. Hovey  
W. T. Hovey - President  
D. G. Pratt  
D. G. Pratt – Vice President

STATE OF ALASKA            }  
                                                          }  
                                                          }     ss.  
THIRD JUDICIAL DISTRICT }

THIS IS TO CERTIFY that on the 22nd day of December, 1981, before me the undersigned, a Notary Public in and for the State of Alaska, personally appeared W. T. Hovey, and D. G. Pratt to me known to be PRESIDENT and Executive Vice President, respectively, of BAYSHORE CORPORATION, the corporation named in the foregoing instrument, and they each acknowledged to me that they had, in their official capacities aforesaid, executed the within and foregoing instrument as the act and deed of the said Corporation for the uses and purposes therein stated.,

WITNESS my hand and notarial seal on the day and year in this certificate first above written.

Notary Public in and for Alaska  
My Commission expires: 6-15-85

This Document was transcribed from the Original signed ABOA document, and may contain errors. If any questions or discrepancies arise from information in this document, then the Original Signed Document will always have precedent, and be considered correct.

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**EXHIBIT “A”**

**Bayshore Subdivision**

PARCEL NO. 1

The Southwest One-quarter (SW 1/4) of Section 14, Township 12 North, Range 4 West, Seward Meridian, and the North One-half (N ½) of the Northwest One-quarter (1/4) of Section 23 Township 12 North, Range 4 West, Seward Meridian, located in the Anchorage Recording Office, Third District, State of Alaska.

PARCEL NO. 2

The Northwest One-quarter (NW 1/4) of the Southeast One-quarter (1/4) of Section 14 Township 12 North, Range 4 West, Seward Meridian, located in the Anchorage Recording Office, Third District, State of Alaska.

PARCEL NO. 3

The Northeast One-quarter (NE 1/4) of the Southeast One-quarter (1/4) of Section 14 Township 12 North, Range 4 West, Seward Meridian, located in the Anchorage Recording Office, Third District, State of Alaska.

PARCEL NO. 4

The North One-half (N 1/2) of the Northeast One-quarter (1/4) of Section 23 Township 12 North, Range 4 West, Seward Meridian, located in the Anchorage Recording Office, Third District, State of Alaska.

PARCEL NO. 5

The South One-half (S ½) of the Southeast One-quarter (1/4) of Section 14 Township 12 North, Range 4 West, Seward Meridian, located in the Anchorage Recording Office, Third District, State of Alaska.

PARCEL NO. 6

Lots one (1) and three (3) and the Southwest One-quarter (SW 1/4) of the Northeast One-quarter (1/4) of Section 23 Township 12 North, Range 4 West, Seward Meridian, located in the Anchorage Recording Office, Third District, State of Alaska.

PARCEL NO. 7

The Southeast One-quarter (SE 1/4) of the Southeast One-quarter (1/4) of the Southeast One-quarter (1/4) of Section 15 Township 12 North, Range 4 West, Seward Meridian, located in the Anchorage Recording Office, Third District, State of Alaska.

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**EXHIBIT “B”**

**Possible Annexation Areas**

PARCEL NO. 1

The Southwest One-quarter (SW 1/4) of Section 14, Township 12 North, Range 4 West, Seward Meridian, and the North One-half (N ½) of the Northwest One-quarter (1/4) of Section 23 Township 12 North, Range 4 West, Seward Meridian, located in the Anchorage Recording Office, Third District, State of Alaska.

PARCEL NO. 2

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PARCEL NO. 4

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