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**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
OF WILLOW CREEK AIRPARK**

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THIS DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS ("DECLARATION" or "Declaration") is made and entered into this 23rd day of April 2024, by Willow Creek Airpark, LLC, an Alaska Limited Liability Company, whose address is P.O. Box 1021 Willow, AK 99688 (the "Declarant"). Declarant makes these COVENANTS, CONDITIONS & RESTRICTIONS to ensure assure the development of the Willow Creek Airpark Phase 1 on a high level for the benefit of current and future property owners (each a "Lot Owner" and collectively, the "Lot Owners") development of the relevant real property at a high level and for the benefit of future owners of the relevant real property.

RECITALS

WHEREAS the Declarant is the fee and sole owner of the following described real property (the "Covered Property"):

Willow Creek Airpark Phase 1 Subdivision being Tract B of the East ½ of Section 26, Township 20 North, Range 5 West, Seward Meridian, Alaska, according to the official plat thereof, filed under Plat No. 2024-6, Palmer Recording District, Third Judicial District, State of Alaska.

The real property is further identified (without changing the foregoing description) as

- Commercial Lots:
 - Tract B, Block 1, Lots 1-12
 - Tract B, Block 2, Lots 1-7
- Residential Lots:
 - Tract B, Block 3, Lots 1-11
 - Tract B, Block 4, Lots 1-5
 - Tract B, Block 5, Lots 1-10
 - Tract B, Block 6, Lots 1- 11
- Airstrip Lots: Tract B, 45.05 Acres not included in Blocks 1-6.



WHEREAS the Declarant desires to subject the Covered Property to covenants, conditions, and restrictions regarding the usage and development of the Covered Property and by this document does impose such covenants, conditions, and restrictions on the Covered property; and

WHEREAS the Declarant desires that such covenants shall run with the land and shall be binding on the Declarant and future property owners; and

WHEREAS the Declarant further deems and desires that the efficient preservation of the value and desirability of the Covered Property is served by delegating and assigning to subdivision associations ("the Associations") the powers and duties of administering and enforcing these covenants and duties of administering and enforcing these covenants and restrictions and collecting and disbursing funds pursuant to the assessment and charges created and referred to herein; and

WHEREAS, the Declarant as owner of the Covered Property, deems it desirable and of benefit to Declarant and future owners to hereby establish and record the following covenants, conditions, and restrictions regarding the use and development of the Covered Property and each and every lot thereof, which will constitute a general scheme for the use, occupancy, and enjoyment thereof all for the purpose of enhancing and protecting the value and desirability of the Covered property; with Declarant owner of the Covered Property

NOW, THEREFORE, the Declarant, as fee owner of the Covered Property, hereby declares that all of the Covered Property described above shall be held, sold, developed, conveyed, and managed, according to the following covenants, conditions, and restrictions (this "DECLARATION" or "Declaration") which for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on and to the benefit of all parties having any right, title and interest in the Covered Property or any part thereof, including their legal representative(s), heirs, successors and assigns.

ARTICLE I. DEFINITIONS

The definitions in this Article I shall apply to the defined terms wherever such terms are found in this DECLARATION. A term otherwise defined in this DECLARATION shall have the definition applied therein and such term shall be construed as and considered as a defined term, notwithstanding the absence of such term in this Article I.

In the event any part of this DECLARATION contains a definition of a term where such definition conflicts with the definition in this Article I, the definition of such term as provided in this Article I shall prevail.

- **Fuel Farm** shall mean the fuel tanks, pumps, ancillary machinery, and utilities as shown on the conceptual sketch attached hereto as Exhibit B. Fuel Farm shall include the real estate for such tanks, pumps, and ancillary machinery and the necessary curtilage thereto.



- **Applicable Law** shall mean all applicable positive law or case law under the laws of Alaska that applies to or governs the creation, implementation, or activities of an ownership association, aerodrome activities, or the purposes contemplated under this DECLARATION. Applicable law shall, without limitation, include the statutes of Alaska, the Alaska Administrative Code, the regulations of the Federal Aviation Administration, and the ordinances or other regulations of any local governing body with appropriate jurisdiction over the covered property. Any provisions of the statutes of Alaska or the Alaska Administrative Code which would require the application of the laws of another jurisdiction (exempting the regulations of Federal Aviation Administration) shall not be part of Applicable Law.
- **Bylaws:** "Bylaws" shall mean and refer to the Bylaws of The Willow Creek Airpark Residential Owners Association or the Bylaws of The Willow Creek Airpark Commercial Owners Association or the Bylaws of The Willow Creek Airpark Airstrip Owners Association as each may from time to time be adopted and amended.
- **Airstrip Property Costs and Charges** shall mean and refer to all costs, charges, expenses of operation, maintenance, and capital improvements of the Airstrip Property as described in Article V herein.
- **Association** in context shall mean any or a combination of the following listed associations:
 - The "Willow Creek Airpark Residential Owners Association" comprised of the owners of Residential Lots:
 - Tract B, Block 3, Lots 1-11
 - Tract B, Block 4, Lots 1-5
 - Tract B, Block 5, Lots 1-10
 - Tract B, Block 6, Lots 1- 11
 - The "Willow Creek Airpark Commercial Owners Association" comprised of the owners of Commercial Lots
 - Tract B, Block 1, Lots 1-12
 - Tract B, Block 2, Lots 1-7
 - The "Willow Creek Airpark Airstrip Owners Association" comprised of the owners of Tract B Airstrip Block 45.05 Acres not included in Blocks 1-6.



- **Associations:** Associations shall mean one or more of the Willow Creek Airpark Residential Owners Association, the Willow Creek Airpark Commercial Owners Association, and the Willow Creek Airpark Airstrip Owners Association.
- **Association Common Expense:** Those expenses which are to be paid in proportion (in accordance with this DECLARATION, any Association Bylaws, and any Association Rules) by all Lot owners within any of the Willow Creek Airpark Residential Owners Association, the Willow Creek Airpark Commercial Owners Association, and the Willow Creek Airpark Airstrip Owners Association.
- **Covered Property** shall mean and refer to all the real estate known as Willow Creek Airpark Phase 1 and more particularly described in the Recital above as "Covered Property."
- **Common Area** shall mean all real property owned by any of the Associations for the common use and enjoyment of all the Owners of Lots in that Association.
- **Airstrip Property** shall mean and refer to the following described real property situated in the Palmer Recording District, Third Judicial District, State of Alaska and more particularly described as follows:

Tract B, Airstrip Block 45.05 Acres not included in Blocks 1-6.

- **Lot** shall mean and refer to each of the lots of Willow Creek Airpark Phase 1, more particularly described in the Recitals above, excluding, however, the Airstrip tract and the greenbelt tracts.
 - Lots shall mean one or more Lot within Willow Creek Airpark Phase 1
 - Residential Lot(s) shall mean one (or more) Lot of the following:
 - Tract B, Block 3, Lots 1-11
 - Tract B, Block 4, Lots 1-5
 - Tract B, Block 5, Lots 1-10
 - Tract B, Block 6, Lots 1- 11
 - Commercial Lot(s) shall mean one (or more) Lot of the following:
 - Tract B, Block 1, Lots 1-12
 - Tract B, Block 2, Lots 1-7



- Airstrip Lot(s) shall mean one (or more) Lot(s) of the following:
 - Tract B, Airstrip Lots (outwith of any Block or other lot number) collectively being 45.05 Acres not included in Blocks 1-6 and including any improvements thereon.
- **Owner** shall mean and refer to one or more persons or entities who are alone or collectively the record owners of a fee simple title to a Lot or Lots but excluding those having such interest merely as security for the performance of an obligation.
- **Member** shall mean and refer to every person or entity who is a member of an Association, pursuant to this DECLARATION.
- **Dwelling** shall mean a residential dwelling unit together with garages and other structures on the same lot.
- **Board** shall mean the Board of Directors of an Association
- **Association Rules** shall mean rules or bylaws adopted by an Association, pursuant to Article III hereof.
- **Mortgage, Mortgagor, Mortgagee.** Reference in this DECLARATION to a mortgage shall be deemed to include a deed of trust; reference to a mortgagee shall be deemed to include the beneficiary of a deed of trust; reference to a mortgagor shall be deemed to include the trustor of a deed of trust.
- **Architectural Control Committee** shall mean and refer to the committee provided for in Article VIII, Subsection 8.02 hereof, entitled “Architectural Control Committee.”
- **Airstrip Rules** shall mean and refer to those rules identified in Article XI herein, as such rules may be supplemented from time to time.
- **General Expenses** shall mean and refer to the expenses of administration, operation, maintenance, management, or similar of any Association; the cost of and expenses incurred for maintenance, repair and replacement of personal property owned by any or all Associations; and any other expenses lawfully incurred by any or all Associations for the common benefit of all the Members of such Association(s).
- **Airstrip Expenses** shall mean and refer to the expenses of administration (including management, security, and professional services), maintenance, operation, repair, replacement and improvement of the Airstrip; the cost of insurance, real estate taxes and assessments, snow removal, electricity and other necessary utility expenses for the Airstrip; the cost of, and the expenses incurred for, the maintenance, repair and replacement of



personal property acquired and used by the Airstrip Owners Association in connection with the operation of the Airstrip; any expenses designated as Airstrip Expenses herein; and any other expenses lawfully incurred by the Airstrip Owners Association in connection with the Airstrip or for the benefit of the Members of any Association hereunder.

- **Residential Property** shall mean collectively:
 - Tract B, Block 3, Lots 1-11
 - Tract B, Block 4, Lots 1-5
 - Tract B, Block 5, Lots 1-10
 - Tract B, Block 6, Lots 1- 11
 - Including any Residential Common Elements

- **Residential Common Elements:** Residential Common Elements shall mean collectively:
 - Roads within the Residential Property
 - Taxiways within the Residential Property
 - Greenbelts within the Residential Property
 - Mailboxes clusters and appurtenant curtilage of such mailbox clusters within the Residential Property
 - Fences and related facilities within the Residential Property
 - Any access or entry gates within the Residential Property and the appurtenant space for access to such gates and operators.
 - School Bus stops, turnarounds, or public parking spaces within the Residential Property
 - Utility Easements, utility rights-of-way, utility services, and utility accessories located within the Residential Property that are not entirely contained within a Lot.

- **Commercial Property** shall mean collectively:
 - Tract B, Block 1, Lots 1-12
 - Tract B, Block 2, Lots 1-7





- Including any Commercial Common Elements
- **Commercial Common Elements** shall mean collectively:
 - Roads within the Commercial Property
 - Taxiways within the Commercial Property
 - Greenbelts within the Commercial Property
 - Mailboxes clusters and appurtenant curtilage of such mailbox clusters within the Commercial Property
 - Fences and related facilities within the Commercial Property
 - Any access or entry gates within the Commercial Property
 - Turnarounds, or public parking spaces within the Commercial Property
 - Utility Easements, utility rights-of-way, utility services, and utility accessories located within the Commercial Property that are not entirely contained within a Lot.
- **Airstrip Property** shall mean collectively:
 - Tract B, Airstrips (out with of any Block or other lot number) .
- **Airstrip Common Elements** shall mean collectively:
 - The North-South Runway
 - The East – West Runway
 - The Fuel Tanks and Fuel Facility
- **DECLARATION** shall refer to this instrument with all exhibits hereto as this instrument may be amended or supplemented from time to time.

ARTICLE II. SCOPE OF DECLARATION

Section 2.01 Effective Date

This DECLARATION shall be effective upon recording.



Section 2.02 Property Subject to DECLARATION

The real property subject to this DECLARATION is described in Article I "Covered Property" and further described in Subsections A, B, and C below.

Subsection A. Residential Property Description

The Residential Property shall be the following Residential Lots and any increased property (per Section 2.02, Subsection D below) that may be added to the Residential Lots. The Residential Property shall also include any further subdivisions of the Lots listed below. The Residential Property shall include any current or future dedicated easements, rights-of-way, roads, or trails contained within the boundaries of the Lots listed below, even if such easements, rights of way, roads, or trails are separately denominated and are platted, subdivided, or otherwise removed and titled separately from any of the Lots listed below.

- Tract B, Block 3, Lots 1-11
- Tract B, Block 4, Lots 1-5
- Tract B, Block 5, Lots 1-10
- Tract B, Block 6, Lots 1- 11

Subsection B. Commercial Property Description

The Commercial Property shall be the following Commercial Lots and any increased property (per Section 2.02, Subsection D below) that may be added to the Commercial Lots. The Commercial Property shall also include any further subdivisions of the Lots listed below. The Commercial Property shall include any current or future dedicated easements, rights-of-way, roads, or trails contained within the boundaries of the Lots listed below, even if such easements, rights of way, roads, or trails are separately denominated and are platted, subdivided, or otherwise removed and titled separately from any of the Lots listed below.

- Tract B, Block 1, Lots 1-12
- Tract B, Block 2, Lots 1-7

Subsection C. Airstrip Description

The Airstrip Property shall be the Airstrip Property and any increased property (per Section 2.02, Subsection E below) that may be added to the Airstrip Lots. The Airstrip Property shall also include any further subdivisions of the Lots listed below. The Airstrip Property



shall include any current or future dedicated easements, rights-of-way, roads, or trails contained within the boundaries of the Lots listed below, even if such easements, rights of way, roads, or trails are separately denominated and are platted, subdivided, or otherwise removed and titled separately from any of the Lots listed below.

Subsection D. Subdivision of Lots

No Lots in the Covered Property may be subdivided or re-platted.

Subsection E. Increase or Change to the Covered Property

Lands in addition to the Covered Property described above may hereinafter become subject to this DECLARATION in the following manner:

(i) Identified Future Increases

Declarant reserves the right to add the following parcels to the Covered Property:

- Phase II of the Willow Creek Airpark generally as described Willow Creek Airpark Phase 1, Tract A. Declarant anticipates that Phase II will consist of Thirty-Six (36) Residential Lots and no Commercial Lots. The Residential Lots of Phase II, if and when developed, will be added to the Residential Homeowners Association and the owners thereof will have rights and duties as identified in this DECLARATION.
 - Phase II is a required / confirmed addition to the Covered Property subject to securing development financing. Anticipated completion is January of 2026.
- The North Addition to the Willow Creek Airpark (“WCA North Expansion Ph. 3) is anticipated to be a parcel of approximately Three Hundred Twenty (320) acres. If developed, the North Addition is anticipated to include Fifty (50) Residential Lots and Nine (9) Commercial Lots. The North Addition will also include expansions to the North / South Airstrip and related Taxiways of One Thousand Five Hundred feet (1500’). The Residential Lots of the North Addition, if and when developed, will be added to the Residential Homeowners Association and the owners thereof will have rights and duties as identified in this DECLARATION. The Commercial Lots of the North Addition, if and when developed, will be added to the Commercial Association and the owners thereof will have rights and duties as identified in this DECLARATION.
 - Declarant reserves the right to decline to develop the North Addition.

Declarant reserves the right to develop either Phase II or The North Addition in a sequence determined by Declarant. Development or addition of either Phase II or The North



Addition to the Covered Property shall not be construed as a representation or guarantee that the remaining parcels will be developed or added to the Covered Property.

Declarant reserves the right to assign development of either Phase II or The North Addition to another party.

Except as specifically identified in this Article II, Section 2.02, subsection E, no assurances are made with regard to the development or addition of either Phase II or The North Addition to the Covered Property.

(ii) Increase by Merger

Upon merger, combination, or consolidation of any Association with another association, the properties, rights, and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association or in the alternative, the properties, rights, and obligations of another association may, by operation of law, be added to the properties of the Association as the surviving corporation pursuant to a merger, combination, or consolidation. The surviving or consolidated association may administer the Covenants, Conditions, and Restrictions established by this DECLARATION within the Covered Property together with the Covenants, Conditions, and Restrictions established upon any other properties as one scheme. To merge, combine or consolidate any Association with another association, or to expand any Association to add on additional property requires 75% of the Members of the relevant Association to vote in favor of the change.

Increase in the Covered Property by merger, combination, or consolidation of associations will not occur without all such merged / combined / or consolidated associations being duly formed and operating in accordance with Alaska law.

Section 2.03 Conveyances Subject to DECLARATION

All covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits, and privileges, which are granted, created, reserved, or declared by this DECLARATION shall be deemed to be covenants appurtenant, running with the land, shall at all times inure to the benefit of and be binding on any person having at any time any interest or estate in any part of the Covered Property. Reference in a deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instrument to the provisions of this DECLARATION shall be sufficient to create and reserve all the covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges, which are granted, created, reserved, or declared by this DECLARATION, as fully and completely as though they were set forth in their entirety in any such document.



This DECLARATION shall be made a matter of record and any person or party that acquires at any time any interest or estate in any part of the Covered Property shall be deemed to have access to such DECLARATION and shall be deemed to have acquired such interest with full awareness of this DECLARATION. Any person or party that acquires at any time any interest or estate in any part of the Covered Property shall have had a minimum of three (3) days to review this DECLARATION and to accept its terms as part of such acquisition or to reject the acquisition and the applicability of this DECLARATION. Any interpretation of this DECLARATION shall therefore be undertaken with the acknowledgment that no party is forced to acquire any interest or estate in any part of the Covered Property.

Section 2.04 Modifications to the DECLARATION

The provisions of this DECLARATION may be changed by a vote of 75% of the Owners of the combined Residential Lots, Commercial Lots, and Airstrip Lots except as limited herein.

Subsection A. Elements of DECLARATION excluded from Modification.

The following portions of this DECLARATION **may not be modified** except upon a vote of 100% of the Owners / Associations of the combined Residential Lots, Commercial Lots, and Airstrip Lots.

- The obligation of the Owners / Associations of the Residential Lots and Commercial Lots to pay for the costs of Airstrip Expenses (including Airstrip capital improvements).
 - However, the allocation of such costs (as between the Owners / Association of the Residential Lots and the Owners / Association of the Commercial Lots may be modified by a vote of 85% of the combined Owners / Associations of the Residential Lots and Commercial Lots.
- The provisions of Article V "AIRSTRIP AND FUEL FARM USE, OPERATION, AND MAINTENANCE."
- The provisions of Article X.
- The provisions of Article XI

Subsection B. Supplemental DECLARATION

Once 75% of the Lots within either the Residential Property or the Commercial Property are sold, the Owners / Associations of those Lots may issue supplemental declarations ("Supplement Declarations") that apply only to the Residential Property / Residential Association or Commercial Property / Commercial Association. Such Supplemental Declarations:



- May only be adopted upon a vote of 80% of the Lot Owners within the respective Association.
- May not modify, waive, or alter the provisions listed in Article II, Section 2.04, Subsection A "Elements of DECLARATION excluded from Modification".
- May not adopt any provision in contravention to applicable law.

Section 2.05 DECLARANT Rights

The Declarant maintains any and all rights not specifically enumerated to an Association by this Declaration, including, without limitation, the additional development rights identified in Article II, Section 2.02, subsection E, part (i). In addition to and not in lieu of Declarant's rights or retained rights under this DECLARATION, the Declarant shall be the owner of any Lot until sold and during the time Declarant is the owner of such Lot or Lots, Declarant shall be entitled to exercise all rights, including without limitation, voting on matters as the owner of any Lot(s) as well as any other rights provided by this Declaration for the owner or any Lot.

To the extent that Declarant, as an owner of any Lot(s) in the Covered Property becomes liable for Dues, Special Assessments, costs, fees, or other charges allocated to any Lot(s) owned by Declarant, Declarant reserves the right to satisfy such obligations by provision of goods or services equivalent to the value of such Dues, Special Assessments, costs, fees, or other charges. This right for payment by goods or services is a right unique to Declarant and does not attach to any Lot(s) sold by Declarant. Declarant reserves the right to assign this right of payment by goods or services if Declarant assigns its rights under this Declaration.

Without limitation, Declarant reserves the right to establish up to three (3) sales offices with a separate sales office located on the Residential Property, the Commercial Property, and the Airstrip Property.

Declarant may establish one (1) model house on the Residential Property and one (1) model hangar on the Airstrip Property. The costs of maintaining such offices, model houses, or model hangars, if any, shall become part of the dues obligation of the respective Association(s).

Declarant may establish signage on the Covered Property that advertises the Covered Property or elements thereof for sale and such signage, until control of the Covered Property is turned over to an association or associations shall not be limited by the provisions of Article X, Section 10.13.

Where reference is made to actions taken by an Association herein, such reference shall be construed to mean by the Declarant pursuant to the provisions of Article III wherein Declarant maintains control of the Association(s) until 75% of the Lots in either the Residential Property, the Commercial Property, or the Airstrip Property are sold.



ARTICLE III. THE ASSOCIATION(S)

Three landowner associations are established or to be established as follows:

- 1 The Willow Creek Airpark^o Residential Owners Association (the "Residential Association"); and
- 2 The Willow Creek Airpark Commercial Owners Association (the "Commercial Association"); and
- 3 The Willow Creek Airstrip Property Owners Association (the "Airstrip Association").

Each of the Residential Association, the Commercial Association, and the Airstrip Association referred to as an "Association" or collectively as the "Associations".

The Associations are established for the purpose of providing rules of operation and control of the Subdivision, including control over the respective Willow Creek Residential Lots, Willow Creek Commercial Lots, and Willow Creek Airstrip Lots. Each Association is entitled to create operating rules or Bylaws to implement this purpose. Such Bylaws shall not conflict with this DECLARATION.

Each of the Residential Association, the Commercial Association, and the Airstrip Association, shall be the governing body for the administration and operation of this DECLARATION as it applies to the Willow Creek Residential Lots, the Willow Creek Commercial Lots, and the Willow Creek Airstrip Lots, respectively.

Each of the Residential Association, the Commercial Association, and the Airstrip Association shall be a non-profit corporation established under the Alaska Non-Profit Corporations Act (AS 10.20.005, *et. seq* as such Act may be renumbered). Creation and identification of such Associations shall occur on or before more than three (3) lots within any of the Residential, Commercial, or Airstrip tracts are transferred to a party or parties other than Declarant. Membership within each non-profit corporation shall be restricted to the fee owners of Lots within the applicable lots of the Lots, the Willow Creek Residential Lots, the Willow Creek Commercial Lots, and the Willow Creek Airstrip Lots, respectively.

Each Owner of a Lot shall be required to be a member of the appropriate Association(s) and to abide by the membership requirements and other rules of the Association(s), including, without limitation, the payment of dues and assessments. The terms and provisions set forth in this DECLARATION which are binding upon all Owners are not exclusive: Owners shall, in addition to being subject to the terms of this DECLARATION, be subject to the terms and provisions of the Bylaws of a) the Residential Association; or b) the Commercial Association; or c) the Airstrip Association (based on the ownership of a Willow Creek Residential Lot or Willow Creek Commercial Lot or a Willow Creek Airstrip Lot) or such corporations which are created for such



Associations. In the event of conflict between the terms and provisions of this DECLARATION, and the terms and provisions of the Bylaws of the Residential Association, the Commercial Association, or the Airstrip Association, the terms of this DECLARATION shall prevail but only to the extent of such conflict.

The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership of an Owner shall be appurtenant to and may not be separated from the fee ownership of any Lot which is subject to assessment by the Residential Association, the Commercial Association, or the Airstrip Association. Ownership of a Lot shall be the sole qualification for membership in the appropriate Residential Association, Commercial Association, or Airstrip Association.

The Associations shall be operated by the Declarant until such time as Seventy Five percent (75%) of the Lots (the Residential Lots, the Commercial Lots, or the Airstrip Lots) relevant to the Residential Property, the Commercial Property, or the Airstrip Property have been sold by the Declarant. Upon the sale of 75% (or such larger portion required by calculation based on number of Lots) of the Residential Property, the Commercial Property, or the Airstrip Property, the Members of the relevant Association shall assume governance and operation of the Association; such governance and operation as provided in this DECLARATION and any Association bylaws issued or adopted pursuant to this DECLARATION. Any bylaws adopted by any Association shall remain subject to the provisions of this DECLARATION.

For clarity and not as limitation, Declarant will remain the Owner of any Lot(s) unsold and shall be entitled to the rights and duties of ownership for such Lot(s).

At the sole discretion of Declarant, and subject to applicable law, Declarant may elect to turn over control of any given Association prior to the 75% threshold being met. In such event, Declarant shall remain the owner of any unsold Lot(s) in such Association and shall have the rights and duties of ownership as provided herein.

Section 3.01 Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by any of the Associations shall be a Member of the appropriate Association. Notwithstanding the foregoing, any such person or entity who merely holds record ownership as security for the performance of an obligation shall not be a Member of the Association.

Section 3.02 Transfer of Membership

The membership in an Association held by any Owner of a Lot 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. The appropriate Association shall be given written notice of the change of ownership of the Lot within ten (10) days after such change.

Section 3.03 Voting Rights

A Member shall be entitled to One (1) vote for each Lot in which they are the record owner of a fee interest as required for membership in any of the Associations. When more than one person or entity 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.

All voting rights shall be subject to the restrictions and limitations provided herein and, subject to this DECLARATION, as provided in any Bylaws of the Associations as may be created or as amended from time to time.

Section 3.04 General Duties and Powers of the Associations

In addition to the duties and powers enumerated in the Bylaws of the Associations, or elsewhere provided in this DECLARATION and without limiting the generality thereof, the Associations shall have the powers provided in this Section 3.04.

Subsection A. General Enforcement

The Associations shall have the power to enforce the provisions of this DECLARATION by appropriate means, including, without limitation, the expenditure of funds of the Associations, the employment of legal counsel, the commencement of actions, and the promulgation of Association(s) Rules as provided in the Bylaws, which shall include the establishment of a system of fines or penalties enforceable as Special Assessments or as otherwise provided in this DECLARATION or the Bylaws,

Subsection B. Insurance

The Associations shall be entitled to secure and maintain such policy or policies of insurance as the Board of Directors of the Associations deem necessary or desirable in furthering the purpose and protecting the interest of the Associations and the Members of each Association.

Subsection C. Contracting

The Associations shall be entitled to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Associations.

Subsection D. Establishment of Accounts



The Associations shall be entitled to establish and maintain a working capital and contingency fund in an amount to be determined by the Board(s) of Directors of the Associations.

Subsection E. Rules and Regulations

The Associations shall have the power to adopt, amend, and repeal such rules and regulations as they deem reasonable. The Association(s) Rules shall cover such matters in furtherance of the purposes of the Associations, provided, however, that the Association Rules may not discriminate among Lot Owners of any given Association or between Associations and shall not be inconsistent with this DECLARATION or the Bylaws of the Associations.

Subsection F. Common Area Management

As applicable to the respective Residential, Commercial, or Airstrip Properties, each of the Associations shall be entitled to own, maintain, and otherwise manage any Common areas and all facilities, improvements and landscaping thereon within the respective Residential, Commercial, or Airstrip Properties. Each Lot Owner whose property borders a common area shall be required to allow the relevant Association (or agents or contractors thereof) access over such bordering lot as is necessary for maintenance or upkeep of the Common Area. **For clarity, the maintenance and management of the Airstrip Property is exclusively reserved to the Airstrip Owners Association under Article V hereof.**

ARTICLE IV. FEES AND ASSESSMENTS

Subject to the terms of this DECLARATION, each of the respective Associations (the Residential Association, the Commercial Association, and the Airstrip Association) shall be entitled to assess its Members for the necessary expenses of maintaining, operating, repairing, and improving the Association Lots and any Common Areas located within the Lots of an Association. Such expenses / assessments may be charged (and become an obligation of the Members in an Association) as either Routine Dues or Special Assessments. Each Association may establish bylaws that identify the means and methods of identifying assessments and the accounting for such assessments. No such bylaws may conflict with provisions in this DECLARATION.

Section 4.01 Airstrip Property Costs for Maintenance and Operation

Pursuant to Article V and the provisions therein, the Airstrip Owners Association shall be responsible for maintenance and operation (including the undertaking and implementation of any Airstrip Property capital improvements) of the Airstrips and Fuel Farm. The costs of such operation and maintenance of the Airstrip Property (including Airstrip Property capital improvements) shall be billed to the Residential Owners Association and the Commercial Owners Association pursuant to Article V and the provisions included therein and such costs shall become an assessment applicable to the Members of the Residential Owners Association and the Commercial Owners Association.



Section 4.02 Regular Assessments / Dues

Each Association shall establish regular assessments / dues ("Dues") in sufficient amount to pay the Association Common Expenses of the Association as provided herein.

The Dues shall be established to cover anticipated Association Common Expenses (as applicable to each of the Residential Association, the Commercial Association, and the Airstrip Association) with a minimum (additional) 15% as reserves. Without limitation, Association Common Expenses shall include the expenses / charges / liabilities listed in Subsection A and B below.

Subsection A. Residential Owners Association Common Expenses

Residential Owners Association Common Expenses shall include:

- Any professional services contracted by the Association, including, without limitation, tax and accounting services, legal services, bookkeeping services, document storage services, administrative services, and janitorial services.
- Maintenance of Common Elements, including, without limitation, taxiway and roadway maintenance, installation and maintenance of utilities and utility fixtures, maintenance of any mailbox clusters, installation, maintenance, repair, or removal of any fencing, snowplowing of any taxiways / roadways that are part of the Common Elements,
- Payments for Utilities serving any Common Element
- Any General Expenses for the Residential Owners Association not otherwise listed
- That portion of the Airstrip Property Costs and Charges (Article V, Section 5.03) allocated to the Residential Owners Association as such allocation is established in Article VI, Section 6.02, Subsection C (Airstrip costs allocation).

Subsection B. Commercial Owners Association Common Expenses

Commercial Owners Association Common Expenses shall include:

- Any professional services contracted by the Association, including, without limitation, tax and accounting services, legal services, bookkeeping services, document storage services, administrative services, and janitorial services.
- Maintenance of Common Elements where such maintenance is not provided by the Matanuska – Susitna Borough
 - Subject to the foregoing, Maintenance of Common Elements to be provided by the Commercial Owners Association includes, without limitation, taxiway and



roadway maintenance, installation and maintenance of utilities and utility fixtures, maintenance of any mailbox clusters, maintenance of any fencing, snowplowing of any taxiways / roadways that are part of the Common Elements.

- Payments for Utilities serving any Common Element
- Any General Expenses for the Commercial Owners Association not otherwise listed
- That portion of the Airstrip Property Costs and Charges allocated to the Commercial Owners Association.

Section 4.03 Special Assessments

Special Assessments shall include Restoration Assessments, Damage Assessments, Capital Improvements, and any other assessment (however labelled) for unique or unusual requirements.

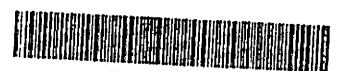
Subsection A. Restoration Assessments

The Associations may levy a Restoration Assessment upon any Lot whose Owner fails to maintain such Lot in good order and repair, free of debris, or who fails to pay the funds to the Association (as may be required by this DECLARATION, the Bylaws of such Association, the Rules of such Association, or any Supplementary DECLARATION for such Association / Property) for such Lot. Restoration Assessments shall be limited to the amount necessary to meet the cost of restoration or deficiency in required funds and the cost of collection thereof.

In the event a Restoration Assessment is to be assessed for maintenance or repair work on a Lot as provided in this Section 4.02, Subsection A, such Restoration Assessment may be made and applied prior to the execution of such work and may include up to 10% more than the reasonably estimated cost of such work. Upon completion of the work, any funds remaining in the applied Restoration Assessment will be refunded to the Lot Owner. If the applied Restoration Assessment is insufficient to complete the maintenance or repair work as provided herein, an additional Restoration Assessment may be developed and applied.

Subsection B. Damages / Damage Assessment

Owners (on their behalf and on behalf of their children or guests or invitees) causing damage to any portion of: i) the Common Areas of the Residential Lots; ii) the Common Areas of the Commercial Lots; or iii) any portion of the Airstrip Lots as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to both: a) the Association in which such damaged portion is located; and b) the Owners of the damaged property. Such liability shall be in the amount necessary to restore the damaged property to the condition and utilization prior to the damage. A Special Assessment may be levied for such damage repair against such Owner or Owners.



In the event a Damage Assessment is to be assessed for repair of damage as provided in this Section 4.02, Subsection B, such Damage Assessment may be made and applied prior to the execution of such repair of damage and may include up to 25% more than the reasonably estimated cost of such work. Upon completion of the damage repair, any funds remaining in the applied Damage Assessment will be refunded to the responsible Owner (*i.e.*, the damaging party). If the applied Damage Assessment is insufficient to complete the maintenance or repair work as provided herein, an additional Damage Assessment may be developed and applied to complete such maintenance or repair work.

Subsection C. Capital Improvements

(i) General Outline

Capital Improvements shall be funded as provided in this Article IV, Section 4.03, Subsection C.

Capital Improvements to any Common Areas in the Residential Lots or in the Commercial Lots which cost in excess of \$20,000, in any one instance of construction / improvement shall be funded by a specific assessment in accordance with this Subsection.

The \$20,000 cost threshold shall apply to improvements which are identifiable in scope, extent, time, and functionality and where such improvements are distinguished from repairs and maintenance.

(ii) Identification of Capital Improvements and Funding Requirements

The specific assessment for Capital Improvements shall be made (subject to this Article III, Section 3.06, Subsection G) where the necessary funds are required for:

- Capital Improvements to any Common Area in either the Residential Property or the Commercial Property or all Common Areas within either the Residential Property or the Commercial Property where the necessary funds have not been previously collected as reserves of the Association whose Lots contain the Common Area to be improved or where necessary funds for such Common Area Capital Improvements are otherwise unavailable to the Association whose Lots contain the Common Area.

(iii) Approval of Capital Improvements and Funding: Common Areas

Approval of the foregoing Capital Improvements for Common Areas, of the funding required for such Capital Improvement, and for levying a special assessment for such funding shall only be provided as follows:

- For Common Area(s) Capital Improvements:
 - A special meeting shall be called for all the Members of the Association whose Lots contain the Common Area(s) to be improved.



- For purposes of a quorum for approving Capital Improvements, a quorum at such meeting shall be considered 50% or greater of the Members of the relevant Association. For purposes of a quorum, Declarant shall be considered a Member of the Relevant Association with a membership level equivalent to the number of Lots (in the Relevant Association) then owned by Declarant.
- If a quorum as provided in this Subsection is not present at the special meeting referenced herein, no action shall be taken on the proposed Capital Improvement / Funding / Assessment.
- If a quorum as provided in this Subsection is present at the special meeting referenced herein, upon proper motion (and seconding of that motion) a vote of the attendees shall be taken on matters to be considered at that meeting.
- The referenced motion shall identify the scope of the Capital Improvement, the cost thereof, a reasonable reserve for cost overrun, and the timing of completion of the Capital Improvement.
- The vote of the attendees of the special meeting shall be an approval or rejection of all (collectively) of the following:
 - Undertaking the Capital Improvement; and
 - The funding for the Capital Improvement; and
 - The imposition of an assessment to the degree needed to generate the funding for the Capital Improvement.
- The monetary amount of the assessment shall be deemed to be the amount reasonably estimated for funding the Capital Improvement plus 25% for potential cost overruns ("Cost Overrun Factor").
 - The reasonable estimate for any Capital Improvement shall include reasonable amounts for project management / supervision of undertaking such Capital Improvement.
 - For clarity, the Cost Overrun Factor is distinct from any reserve percentage required for Regular Assessments / Dues.
 - Capital Improvements do not require the inclusion of any reserve or contingency funds in the calculation of the funding needed for Capital Improvements but the Cost Overrun Factor is required to be part of any Capital Improvement Assessment.



- Approval shall occur only upon the casting of votes to approve by 80% of the Members in attendance at the Meeting.
 - For illustration, since a quorum for a Capital Improvements special meeting is 50% of the Members of the relevant Association and the approval threshold is 80% of the Members in attendance at such meeting, the minimum approval threshold is $(80\%) * (50\%)$ or 40% of the Members of the relevant Association.
- The Bylaws of the relevant Association may provide an alternate procedure only to the extent that the alternate procedure does not conflict with the substantive provisions, or the quorum or approval threshold required by this Subsection.

(iv) Intent Regarding Improvements funded through Dues

It is the intent of this Section that any improvements (even if in the nature of a significant or capital vs. operating improvement) having a cost of less than \$10,000 be paid for by regular dues with an appropriate adjustment to the budget of the relevant Association(s) and the assessments levied thereunder to be made, if necessary.

Subsection D. Airstrip Property Capital Improvements

Airstrip Property capital improvements (established and implemented per Article V, Section 5.03, subsection C "Airstrip Property Capital Improvements") shall become a Special Assessment to be paid (in accordance with Article VI, Section 6.02) by the Residential Owners Association and the Commercial Owners Association as allocated to each Association.

ARTICLE V. AIRSTRIP AND FUEL FARM USE MAINTENANCE AND OPERATION

Section 5.01 Operation and Maintenance of the Airstrip

Exhibits A (the Plat) and B (As-Builts of the Runways and Fuel Farm) to this DECLARATION shows the Airstrip Property (inclusive of airstrip improvements and the Fuel Farm) that will be operated and maintained under the direction of the Airstrip Owners Association. The Airstrip Owners Association will operate and maintain the Airstrip Property to maintain the general status of the Airstrip Property as reflected in Exhibit B and as suitable for use by the Lot Owners of Residential and Commercial Lots.

Subject only to this DECLARATION and applicable law, the Airstrip Owners Association retains full control to determine and implement operations and maintenance programs, including



necessary capital improvements to the Airstrip Property (including, without limitation, airstrips, taxiways, ramps, the Fuel Farm, and any appurtenances thereto).

Without limitation, the operations and maintenance undertaken by the Airstrip Owners Association will include the following:

- General maintenance of the surface of any airstrip to ensure integrity and continued suitability for use of the Airstrip Property by the Owners of Lots.
- Snowplowing / snow removal / snow compacting (as applicable) to ensure that airstrips, taxiways, ramps and other surface areas are suitable for winter use
- Maintenance of striping, signage, and other aerodrome markings needed for aircraft use of the airstrips, taxiways, and ramps.
- Maintenance of lighting on the Airstrip Property.
- Maintenance of any navigational aids or similar equipment located on the Airstrip Property.
- Maintenance (and upgrades / replacement as needed) of the Fuel Farm, including, without limitation, tanks, pumps, pipelines, fueling stations, fire suppression systems, spill monitoring devices and equipment, alarms, entry and access gates and fencing, and emergency generators.
- Any other work or maintenance required to maintain the Airstrip Property as suitable for its intended use under this DECLARATION.

The Airstrip Owners Association shall also undertake such administrative services as needed to ensure accurate and prudent operations and record-keeping on the Airstrip Property. These administrative services shall include, without limitation, bookkeeping and record keeping, securing of necessary insurance, securing of any necessary operating permits, payment of taxes, and any similar activity.

The Airstrip Owners Association will prepare records and costs of operation and maintenance of the Airstrip Property and shall bill (pursuant to this DECLARATION) the Residential Association and the Commercial Association for such costs. The Airstrip Owners Association will receive funds from the Residential Association and the Commercial Association, but such funds will be disbursed to service providers for maintenance and operation. The Airstrip Owners Association will not receive compensation for operation and maintenance of the Airstrip Property.



Section 5.02 Use Agreement

Any conveyance of any part of the Covered Property requires the grantor to provide and the grantee to execute, the Use Agreement and Waiver attached hereto as Exhibit C.

Section 5.03 Airstrip Property Costs and Charges: Operations / Maintenance and Capital Improvements

Subsection A. Fuel Farm

The Airstrip Owners Association will operate the Fuel Farm. Net proceeds from fuel sales (after costs, taxes, insurance, depreciation, and a reasonable reserve for fuel equipment replacement) will be used to offset other operations and maintenance costs of the Airstrip Property.

Subsection B. Costs of Operation and Maintenance

The Airstrip Owners Association will bill the Residential Owners Association and the Commercial Owners Association for the costs of operation and maintenance (including any capital improvements on the Airstrip Property, collectively "Airstrip Property Costs and Charges") and such shall be paid by the Residential Owners Association and the Commercial Owners Association in accordance with the provisions herein.

(i) Regular Dues

The costs of operation and maintenance of the Airstrip Property, exclusive of capital improvements to the Airstrip Property, shall, in accordance with the provisions of this DECLARATION, become Dues payable by the Residential Owners Association and the Commercial Owners Association.

The allocation of such for Dues based on routine costs of operation and maintenance of the Airstrip Property shall be as per Article VI, Section 6.02, Subsection C.

(ii) Development and Application of Dues for Operations and Maintenance of the Airstrip Property

The Initiation Date of the operations and maintenance cost cycle for operations and maintenance of the Airstrip Property shall be established as the Effective Date of this DECLARATION plus no more than Ninety (90) days. By the Initiation Date, Declarant shall provide an estimated annual operation and maintenance budget and plan for the Airstrip Property. This estimate shall include a reasonable list of anticipated costs and activities and commercially-sound estimates for such activities and shall include a cost overrun factor of 25%. Regular Assessment / Dues for the Residential Owners Association and the Commercial Owners Association shall be established based on this estimate. The estimated costs of airstrip operations and maintenance shall be used to determine Regular Assessment / Dues for the Residential Owners Association and the Commercial Owners Association for the first calendar year after the Initiation Date.



Commencing on the Initiation Date, the Airstrip Owners Association shall accurately record all costs of operation and maintenance of the Airstrip Property (including appropriate offset for Fuel Farm Revenue as provided in Article V, Section 5.03, subsection A) for a period of nine (9) months. After this nine-month period, the Airstrip Owners Association will extrapolate the actual costs of operation and maintenance of the Airstrip Property for a calendar year / twelve (12) month period, including a cost overrun factor of 15%, and that extrapolated cost will be used to determine Regular Assessment / Dues for the Residential Owners Association and the Commercial Owners Association for the second calendar year of operating the Airstrip Property.

After the second calendar year of operating the Airstrip Property, Regular Assessment / Dues for the Residential Owners Association and the Commercial Owners Association will be determined based on actual costs for a preceding twelve (12) month period plus a cost overrun factor of 15%.

Subsection C. Airstrip Property Capital Improvements

(i) Identifying Capital Improvements

Capital improvements to the Airstrip Property shall be those improvements which cost, in aggregate for any discrete and identifiable improvement, more than \$25,000. Capital improvements will be undertaken when any of the following occur:

- A capital improvement is, in the sole reasonable judgment of the Airstrip Owners Association, needed to ensure continued operation of the Airstrip Property in a safe and efficient manner.
- A capital improvement is required by an insurer of the Airstrip Owners Association for reasons of safety or mitigation of liability.
- A capital improvement is required by applicable law; including, but not limited to Federal Aviation Administration requirements.
- A capital improvement is requested by Seventy-Five percent (75%) of the combined members of the Residential Owners Association and the Commercial Owners Association and identified in a separate written instrument; such instrument shall include reasonable estimates and a commitment by such Associations to pay for such capital improvement in accordance with the provisions of Article VI, Section 6.02, subsection C "Allocation of Airstrip Operation and Maintenance Costs".
- Upon the reasonable judgment of the Airstrip Owners Association and upon a reasonable showing of need in the determination of the Airstrip Owners Association, a capital improvement may be undertaken even if the basis for such capital improvement is not otherwise listed herein.



(ii) Implementing Capital Improvements

Prior to undertaking any capital improvement to the Airstrip Property, the Airstrip Owners Association shall have or develop a cost estimate that reasonably reflects the work included in the capital improvement, the costs thereof, and a 25% cost overrun factor. The Airstrip Owners Association shall develop a schedule for such capital improvement that identifies the anticipated duration of the work, schedule constraints, and seasonal impacts to the work. The schedule shall establish, at a minimum, a required completion date and a notice to proceed date: the notice to proceed date will be the latest date by which the work can be started while allowing the work to be completed by the required completion date.

The Airstrip Owners Association shall work in good faith to provide cost estimate(s) and schedule(s) of the Airstrip Property capital improvement(s) to the Residential Owners Association and the Commercial Owners Associations no later than One Hundred Eighty (180) days prior to the notice to proceed date for commencing on-site work for any such capital improvement.

The provision of the schedule and cost estimate of the capital improvement to the Residential Owners Association and the Commercial Owners Associations is for courtesy and notice; As provided by Article V, Section 5.01, implementation of capital improvements to the Airstrip Property is in the sole discretion of the Airstrip Owners Association, subject only to this DECLARATION and applicable law.

(iii) Assessment for Airstrip Property Capital Improvement(s)

Subject only to applicable law and this DECLARATION, the cost of a capital improvement on the Airstrip Property will become a Special Assessment payable by the Residential Owners Association and the Commercial Association in accordance with Article IV, Section 4.03, Subsection D Special Assessment and Article VI, Section 6.02, Subsection C Allocation herein.

ARTICLE VI. COVENANT FOR DUES AND ASSESSMENTS

Section 6.01 Creation of Lien and Personal Obligation for Assessments

Each Owner(s) of any Lot and each subsequent Owner(s) of any Lot, by acceptance of a deed or other conveyance whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the following assessments to the Association (Residential Association, Commercial Association, or Airstrip Association as applicable),

- (a) Any Regular Assessments / Dues.
- (b) All Special Assessments, including Capital Improvement Assessment(s) and Airstrip Property Costs and Charges: Operations / Maintenance and Capital Improvements.



(c) Any assessment levied against a Lot to pay the costs allowed to be levied against an individual Lot under this DECLARATION.

(d) Any other charges payable to the Associations under this DECLARATION or under the Bylaws of any Association .

Delinquent assessments, together with interest at a legal rate and the actual costs incurred in the collection including legal fees and court costs, shall be a charge upon the Lot and constitute a lien upon Lot or Lots against which such assessment is made. Each such assessment, together with interest at a legal rate and the actual costs incurred in the collection including legal fees and court costs, shall also be a personal obligation of the Owner of such Lot at the time such assessment falls due.

When an assessment is delinquent, a lien and "Notice of Delinquency" shall be filed with the appropriate recorder's office. When the lien is released by the payment of the appropriate sum by the member, the board will then file a "Satisfaction of Lien" with the appropriate recorder's office. No Member may waive or otherwise escape liability for assessments by non-use of the common properties or abandonment of the Member's Lot. Subject only to the provisions of this DECLARATION, the sale or transfer of a Lot shall not extinguish the assessment lien or release the Lot from liability hereunder.

The Associations may enforce and foreclose any lien which they have, or which may exist for the benefit of the Association(s) or, without electing its remedy, may bring an action against the Lot Owner personally obligated to pay the assessment to recover the assessment (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the assessment and included in any judgment rendered in such action).

Section 6.02 Assessment Determination and Allocation

Subsection A. Assessment Determination

(i) Regular Assessment / Dues

The monetary amount of Regular Assessment / Dues for an Association shall be determined by the Directors of the respective Association in accordance with this DECLARATION and in accordance with any Bylaws adopted by the respective Association.

Notwithstanding the approval listed above, the obligation of the respective Association to pay the allocation of the Airstrip Operations and Maintenance Costs as identified in Subsection C hereof is an absolute requirement and, other than a good faith obligation of the Airstrip operator to only incur such costs as are necessary, no Association has the right to reject the allocation nor the obligation to pay such allocation as provided in Subsection C hereof.



The approval mentioned in this Section 6.02, Subsection A shall not apply to any Special Assessment, including Capital Improvements.

The Declarant shall establish an annual budget (inclusive of Regular Assessment / Dues) upon the filing of this Declaration. This annual budget shall be the basis of future annual budgets until handover of Association control by Declarant.

Subsection B. Assessment Allocation

(i) Residential Assessment Allocation

Allocation of Regular Assessments / Dues shall be equally allocated to each Residential Lot.

Allocation of any Special Assessment to any Residential Lot shall be determined by

- Determining the total Special Assessment for the Residential Property / Residential Lots
- Adding the Fifteen Percent (15%) reserve number ((Total Assessment for the Residential Subdivision) x 1.15) / Total Number of Residential Lots

(ii) Commercial Assessment Allocation

Assessment per Commercial Lot = ((Total Assessment for the Commercial Subdivision) x 1.15) / Total Number of Commercial Lots

Subsection C. Allocation of Airstrip Operation and Maintenance Costs

The Airstrip Property Costs and Charges shall be allocated to the Residential Owners Association and to the Commercial Owners Association in accordance with the provisions in this Article VI, Section 6.02, Subsection C.

(i) Regular Dues

That portion of the Airstrip Property Costs and Charges that is exclusive of Airstrip Property capital improvements and as is described in Article V, Section 5.03, Subsection B, shall become Regular Assessment / Dues.

The Commercial Owners Association shall be obligated to pay for the Commercial Allocation (as defined herein in Part ii of this Subsection C of the costs described in Article V, Section 5.03, Subsection B and that obligation shall become part of the Dues established for the Commercial Owners Association. The Residential Owners Association shall be obligated to pay for the Residential Allocation (as defined herein in Part ii of this Subsection C of the costs described in Article V, Section 5.03, Subsection B and that obligation shall become part of the Dues established for the Residential Owners Association.



(ii) Residential and Commercial Allocations

For purposes of the allocation of Airstrip Property Costs and Charges (including regular costs, special assessments, or otherwise), the Commercial Allocation and Residential Allocation shall be determined by the following method:

Commercial Allocation and Residential Allocation will be a percentage (“%”) of the relevant Airstrip Property Costs and Charges.

To determine the Commercial Allocation, the number of Commercial Lots will be divided by the total number of the combined Commercial and Residential Lots and rounded to the one-hundredth of a percentage.

To determine the Residential Allocation, the Residential Allocation will be expressed as a percentage and shall be One Hundred Percent (100%) less the Commercial Allocation.

Determining the number of either Commercial Lots or Residential Lots shall be inclusive of all identified and platted and recorded combined Commercial and Residential lots regardless of Phase.

- As an illustration and not as limitation,
 - If there are 19 Commercial Lots and 72 Residential Lots for a total of 91 Lots; and
 - There is a Special Assessment for Airstrip Property capital improvements in the amount of \$100,000; then
 - The Commercial Allocation would be found by dividing $19 / 91 = 20.88\%$; and
 - The resulting Residential Allocation would be 79.12%, resulting in
 - A liability of \$20,880 allocated to the Commercial Property Owners Association and resulting in a liability of \$79,120 to be paid (collectively) by the Residential Lot Owners
- Within each Association, the allocated amount of the Assessment would be distributed to each Lot / Lot Owner by dividing the allocated portion of the Assessment by the number of Lots in the relevant Association.
 - As example only and not by way of limitation, for the Commercial Property Owners Association, each Lot / Lot Owner would be responsible for $(\$20,880 \div 19) = \$1,098.95$



- As example only and not by way of limitation, for the Residential Property Owners Association, each Lot / Lot Owner would be responsible for $(\$79,120 \div 72) = \$1,098.89$.

(iii) Airstrip Property Capital Improvements

That portion of the Airstrip Property Costs and Charges that is for Airstrip Property capital improvements and as described in Article V, Section 5.03, Subsection C, shall become a Special Assessment.

The costs of the Special Assessment for Airstrip Property capital improvements shall be allocated as follows:

- The Commercial Owners Association shall bear the Commercial Allocation of the Special Assessment for Airstrip Property capital improvements.
- The remaining amount of the Special Assessment for Airstrip Property capital improvements shall be deemed a Residential Allocation charged to the Residential Owners Association.

Section 6.03 Liability of Mortgagee or Purchaser

Where the mortgagee of a mortgage of record or a trustee of a recorded deed of trust or other purchaser of a Lot obtains possession of the Lot as the result of foreclosure of the mortgage or deed of trust, or by deed in lieu of foreclosure, such possessor, his successors, and assigns, shall not be liable for the share of the assessments by the Association chargeable to such Lot which become due prior to such possession. Such unpaid share of assessments shall be deemed to be expenses collectible from all the Owners including such possessor, the possessor's successors, and the possessor's assigns.

Section 6.04 Conveyance – Liability of Grantor and Grantee for Unpaid Common Expenses

In a voluntary conveyance the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the expenses up to the time, of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any such grantee shall be entitled to a statement from the Board of Directors of the relevant Association setting forth the amount of the unpaid assessments against the grantor and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount therein set forth.



ARTICLE VII. GENERAL AND COMMON IMPROVEMENTS

Section 7.01 Mailboxes

Mailboxes will be established as cluster mailboxes located at the entrance to the Airpark. Lot Owners shall utilize these mailboxes for delivery of mail. Freight or parcel shipments or deliveries may use the physical address of the Lot Owner.

Each mailbox identified as the mailing address for any Lot becomes a limited common element for the use of that Lot Owner. Any mailbox that is not assigned to a Lot, the mailbox cluster, reasonable surrounding property for access to the mailbox cluster, and any utilities serving the mailbox cluster are common elements of the Lots / Association on which the mailbox cluster is located.

Until Fifty Percent (50%) of the Lots in any given Association are sold, the Declarant shall undertake the maintenance of the mailboxes / mailbox clusters located on or within the Lots or Common Areas of any such Association. After such time as Fifty Percent (50%) of all Lots are sold, Declarant will bill each Association / Subdivision for all costs expended by Declarant for maintenance of any mailboxes / mailbox clusters up to that point in time and each Association / Subdivision shall be responsible to reimburse Declarant for such costs. Commencing upon such time as Fifty Percent (50%) of all Lots are sold, each Association / Subdivision, in addition to the obligation to reimburse Declarant for prior maintenance costs, shall be responsible for the conduct of and the cost of maintenance of any mailboxes / mailbox clusters located on or within the Lots or Common Areas of any such Association.

ARTICLE VIII. ARCHITECTURAL CONTROL

Section 8.01 Conformity of Plans / Selected Builders

Subsection A. General

All improvements commenced, constructed, erected, or maintained upon the Residential Lots, or the Commercial Lots shall be done in conformance with this DECLARATION, including, without limitation, the requirement for approval by the Architectural Control Committee ("Committee") as provided herein.

Prior to initiating the commencement, construction, erection, or preparation for any improvements, the Owner of the Lot where such improvement is to be located shall submit plans, specifications, and drawings to the Architectural Control Committee for approval. The Architectural Control Committee shall review the submitted information for compliance with this Declaration, any Bylaws adopted by the relevant Association, and any applicable government requirements. Notwithstanding such review, the Owner of the Lot and any person or entity undertaking such



improvements will be jointly and severally responsible for compliance with this Declaration, any Bylaws adopted by the relevant Association, and any applicable government requirements.

The Lot Owner shall identify any contractors proposed to undertake the work on the submitted improvements to the Architectural Control Committee and such identification shall establish that the proposed contractor is fully in compliance with applicable Federal, State, and Local law, including, without limitation, the possession of required business and professional licenses.

No change to the exterior portion or change to the appearance thereof of any improvement on either the Residential Lots or Commercial Lots shall be made without approval of the Architectural Control Committee.

Subsection B. Residential

Subject to the remaining portions of this DECLARATION, homes or hangar homes on any Residential Lot must be constructed by an approved contractor pursuant to Subsection A hereof. A list of approved contractors can be obtained from the Declarant or the Residential Association.

Subsection C. Commercial

Subject to the remaining portions of this DECLARATION, improvements constructed on any Commercial Lot must comply with the following:

- Such improvements must generally be suitable for the restricted aviation use of the Commercial Lots as provided in Article X, Section 10.03 Subsection C (Commercial Land Use Restriction).
- All improvements must be generally of good quality and similar in appearance to other improvements on the Commercial Lots.
- All improvements must be constructed in accordance with plans and specifications developed, made, and established by an either a currently Licensed Architect or a currently Registered Professional Engineer with such licensing / registration pursuant to the regulations of the Alaska State Board of Registration for Architects, Engineers, and Land Surveyors, including all applicable statutes and regulations.
- All improvements must be designed and constructed in contemplation of a Fifty (50) year useful life.

Subsection D. Approval by Architectural Control Committee

The Architectural Control Committee shall review the plans, specifications, drawings, for any improvement (including, without limitation, review of the nature, kind, shape, materials, exterior color and surface, and location of such improvement) to ensure general conformance with this



DECLARATION. The Architectural Control Committee may, subsequent to the Effective Date of this DECLARATION, establish further definitions applicable to the commencement, construction, and maintenance ("Architectural Standards") of any improvement and the review required by the Architectural Control Committee may include review for application to such Architectural Standards to, without limitation provide for a structure which is in harmony as to external design and location with surrounding structures and topography.

By approving such plans and specifications, neither the Architectural Control Committee, the Members thereof, nor any Association assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. The Architectural Control Committee may require upon submission of plans and specifications a certificate from a person acceptable to the Committee that in such person's opinion the plans and specifications are substantially in conformance with the Architectural Standards. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, and provided that there is submitted to the Architectural Control Committee the certificate (per the foregoing) stating that in the judgment of such person the plans and specifications submitted are substantially in conformance with the architectural standards, such plans and specifications will be deemed approved. Any improvement under construction shall be completed within one year of the start of construction.

Section 8.02 Appointment of Architectural Control Committee

The Architectural Control Committee shall consist of three (3) members. Of these members, One (1) shall be appointed by the Board of Directors of the Residential Owners Association, One (1) shall be appointed by the Board of Directors of the Commercial Owners Association, and One (1) shall be appointed by the Board of Directors of the Airstrip Owners Association. The appointments by the relevant Boards of Directors must be made from Members of each Association.

A majority of the Committee may designate a representative to act for it. Upon agreement by a majority of the members of the Committee, the Committee may establish rules and procedures to supplement the rules contained herein regarding the Committee, decisions by the Committee, and appeals therefrom. Such rules may not conflict with this DECLARATION.

A member of the Committee may withdraw at any time or be removed by the respective Board of Directors of the relevant Association. Upon withdrawal or removal, the Board of Directors of the relevant Association for the departing Committee Member shall identify a replacement member of the Committee.

Section 8.03 Appeal

Decisions of the Architectural Control Committee may be appealed to the combined Boards of Directors of the Residential Owners Association, the Commercial Owners Association, and the Airstrip Owners Association. Decisions of the Architectural Control Committee may be fully or



partially overturned or modified only upon approval of Seventy-Five percent (75%) of such combined body.

Decisions for appeal shall be submitted to the combined Boards of Directors of the Residential Owners Association, the Commercial Owners Association, and the Airstrip Owners Association no later than 30 days after the decision was rendered by the Architectural Control Committee. The combined Boards of Directors of the Residential Owners Association, the Commercial Owners Association, and the Airstrip Owners Association shall render a decision (such decision including a decision allowing the appealed decision of the Architectural Control Committee to stand) within 60 days of receiving such appeal.

Section 8.04 General Provisions

The Architectural Control Committee may be contacted through the relevant owners association or at such address as may be supplied by such Association; such address shall be the place for the submittal of plans and specifications and the place where current Architectural Standards are kept.

ARTICLE IX. OWNERS MAINTENANCE OBLIGATIONS

Section 9.01 Maintenance

Every Owner of a Lot with improvements constructed or established thereon shall:

- maintain the buildings thereon, including all outbuildings, and fences, in good condition and repair; and
- maintain an attractive, viable, and neat appearance of any landscaping on the Lot.

Section 9.02 Standards for Maintenance

Maintenance of the exterior of all buildings, walls, roofs, and appurtenances thereto, shall be accomplished in accordance with rules to be established by the Architectural Control Committee.

Section 9.03 Roadway Snow Plowing / Snow Removal

Plowing snow across roadways or accumulation of snowbanks along roadways which inhibit the movement of aircraft along roadways is prohibited. Aircraft shall have the right of way on all roadways and taxiways within the Covered Property.



ARTICLE X. USE RESTRICTIONS

Section 10.01 General Provisions

All restrictive covenants listed and/or contained herein are subject in all instances to compliance with the State of Alaska and other applicable laws or ordinances and applicable restrictions thereunder.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the covenants; such enforcement and proceedings shall be for either or both to restrain such violations{s) or to recover damages.

Any restrictive covenants herein are in addition to and not in derogation of any other provision of this DECLARATION.

Subsection A. Firearms.

There shall be no discharging of firearms on the Property.

Subsection B. Fences / Fencing

No fence shall be installed in violation of any State statute or applicable ordinance of a political subdivision as presently enacted or as may be hereafter enacted or amended.

Subject to other provisions of this DECLARATION, any fences constructed must be of new materials and have a minimum Twenty-Five (25) foot offset from any road or taxiway unless otherwise approved by the Architectural Control Committee. Any fence erected as a privacy fence or for privacy purposes shall have the finished side facing the street or road side of the property.

Notwithstanding other provisions of this DECLARATION, no fence or fencing shall extend higher than eight feet (8') from the ground surface to the top of such fence.

Subsection C. Aircraft / Industrial Noise

Members forever waive all rights to protest industrial and/or aviation noise resulting from operations and activities conducted in relation to the operations of the Owners of any Lots within the Covered Property, subject only to the requirement that such operations and activities must be in compliance with this DECLARATION.

Subsection D. Aircraft Priority

All aircraft shall have the right-of-way when taxiing on designated roadways or taxiways. Aircraft shall run up only in designated areas. Without limitation, the "run up" shall not be done in such a



manner as to cause damage to the property of others. As against aircraft operators, FAA regulations will be strictly enforced for the protection of the Owners.

Subsection E. Taxiways and Tie-Down Areas:

Connections to taxiways (whether on a Residential or Commercial Lot) shall be properly tiled and graded to provide drainage to relevant areas and/or to storm drains.

On Residential Lots, all Lot Owners must provide paved or concrete connections to the taxiways and at least a paved or concrete tie-down area for aircraft.

On Commercial Lots, all Lot Owners must provide paved or concrete connections to the taxiways and at least a paved or concrete tie-down area for aircraft.

Subsection F. Trash / Garbage / Disposal

No trash cans, garbage cans, trash barrels, boxes, or other refuse containers shall be placed or maintained on or along the side or end of any Lot fronting upon, or adjacent to, a street, with the exception that patrons of a garbage pickup service may place such containers bearing trash or garbage for pickup upon the end or side of the Lot fronting upon the street on which the garbage is picked up on the day designated by ordinance, resolution, or contract for the pickup of garbage at such Lot. No burning trash, garbage, refuse, or other waste shall be permitted upon the street front and/or side of any Lot at any time, and such burning on the rear of Lots shall be permitted only in accordance with the appropriate health and safety laws or ordinances of political subdivision in which the Property is located. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in a sanitary condition.

Subsection G. Fuel Purchase and Storage Without waiving any other requirements of this Declaration, fuel storage is only allowed only in appropriately sizes above ground tanks that are as follows:

- Residential Lot fuel storage shall be restricted to 500 gallons for aircraft / aviation fuel and 1,000 gallons for heating fuel stored with appropriate containment and screened so that it is out of sight from the public.
- Commercial Lot heating fuel storage shall be restricted to no more than 1,000 US Gallons, in tanks with appropriate containment and protection.
- Location of all fuel storage shall be as approved by the appropriate Association.

Notwithstanding the foregoing, and without waiving the foregoing, each owner of a Lot on which fuel (or any type) is stored warrants, agrees, and represents that:



- a. Each such Owner assumes liability for proper storage and containment of any fuel stored on a Lot, and for compliance with all laws regarding such storage and containment, including, without limitation, applicable laws or regulations regarding containment, venting, location, warning signs, alarms, or similar.
- b. Each such Owner assumes liability for the cleanup of any fuel discharge, spill, escapement, leaching, overflow, or similar outflow of fuel from the storage tanks on that Owner's Lot onto the Lot or any other Lot.
- c. Each such Owner indemnifies all other Owners, the Declarant, any of the Associations, and any responders against all claims (whether such claims sound in contract, in tort or otherwise), damages, penalties, fines, cleanup costs, remediation costs, attorneys' fees and other costs of litigation, and, without limitation, loss of use of Lots owned by other Owners, loss of use of any Common Elements, or loss of use of any of the Airstrip Property resulting from any fuel discharge, spill, escapement, leaching, overflow, or similar outflow of fuel from the storage tanks on that Owner's Lot

Subsection H. Unsightly Conditions

No Lot Owner shall allow the development, creation, or maintenance of an unsightly condition on a Lot. As example, and not by way of limitation, tarps used to cover materials, ground area, vehicles, or for other covering use and which are visible from other Lots would be considered an unsightly condition.

Subsection I. Miscellaneous Restrictions

Without limitation, the following restrictions apply to all Lots:

- a. No marijuana cultivation, dispensing / dispensary, or retail store shall be allowed on any Lot.
- b. No usage of remotely controlled aircraft / drones may be used on any part of the Covered Property.

Section 10.02 Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or as indicated by the public records for the recording district where the Covered Property is located.

Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement



area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for any easements which a public authority or a utility company may be responsible.

Easements for roads, taxiways, and other common methods of ingress and egress into the Covered Property, between Residential, Commercial, and Airstrip Lots, and for transit within the Covered Property (collectively, the "Surface Travel Easements") are reserved as shown on the recorded plat or as indicated by the public records for the recording district where the Covered Property is located. Any such Surface Travel Easement is a reciprocal easement between all Owners of any Lot burdened by such Surface Travel Easement and all Owners within the Covered Property.

The Developer (and as applicable to any Common Property, the Association relevant to that Common Property) shall have full rights of ingress and egress at all times over and upon the Common Properties and for the purpose of maintaining the Common Properties as set forth herein.

Section 10.03 Land Use

Without waiving any other requirements of this DECLARATION, the following covenants apply to land use of any Lot as identified herein.

Subsection A. General

(i) Maintenance and Repair of Buildings.

Each Lot Owner shall be required to keep and maintain, at the Lot Owner's sole cost and expense, all buildings and structures constructed, established, or located from time to time on the Owner's Lot(s) in good order, condition and repair. Once constructed, in the event of any damage to or destruction of a building, the Owner of such building shall, at its sole cost and expense, with due diligence either (i) repair, restore and rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with these Covenants), or (ii) demolish and remove all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom.

(ii) Water and Sewage.

No community water nor sewage treatment system shall be installed in this subdivision without the approval of the relevant Association. On site water supplies and sewage disposal systems shall comply with specifications applicable under any State of Alaska or local government entity regulations.

No individual sewage disposal system shall be permitted on any Lot, unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the State of Alaska, Department of Environmental Conservation which governs those systems.



No individual water well or system shall be permitted on any Lot, unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the State of Alaska, Department of Environmental Conservation which governs those systems.

(iii) Aircraft Storage / Location on Lots

Any aircraft that is located upon any Lot (whether temporary, transitional, or permanent) shall be either: i) located / stored within a hangar; or ii) securely tied down at a properly established and secure tie-down location on the Lot.

Other than aircraft owned by the Lot Owner, no aircraft may be present on any residential lot for more than three (3) periods within a calendar year, with no period longer than fourteen (14) consecutive days and for no more than forty-two (42) days cumulatively within a calendar year. No compensation shall be paid for the storage, placement, or parking of any aircraft (not owned by the Lot Owner) on a Residential Lot. For avoidance of doubt, as used in this paragraph, "compensation" means, without limitation, monies, payments in kind, trade or barter in exchange for the storage, trade discounts, or any other exchange of value for the storage, placement, or parking of the aircraft.

(iv) Driveway / Access Construction Requirements

All driveways on Residential Lots and all driveways (or similar pathways / areas used for access to common roadways or taxiways) on Commercial Lots shall be paved with asphalt or concrete and constructed in accordance with Matanuska Susitna Borough applicable standards (whether residential or commercial).

(v) Rental / Subleasing / Occupancy

The following restrictions apply, without limitation, to use of any Lots by other persons or parties besides the Lot Owner.

- a. No Owner, assign, or agent of the Owner may receive compensation for the use by others of the entirety or any portion or part of a Residential Lot or any structure constructed, placed, or established on such Residential Lot unless such compensation is:
 - i. Documented in a written lease signed by such owner and any renter / occupant or agent thereof; and
 - ii. Such written lease is for a minimum period of six (6) months or longer; and
 - iii. Such written lease does not automatically renew; and
 - iv. Such written lease contains a clear acknowledgment and acceptance by the lessee thereof that the lessee is subject to the same rights and duties as the Lot Owner and



that the Lessee is, without limitation, subject to the terms and conditions of this DECLARATION and the bylaws of the Residential Owners Association.

- b. A Commercial Lot Owner may rent or sublease the entirety or any part or portion of the Commercial Lot, subject to the terms of this DECLARATION.
- c. A tenant of a Commercial Lot will have the same rights and duties regarding the use of the Airstrips as the Lot Owner during the tenancy. Without limitation, this will include the tenant's obligation to provide insurance as required per Article XI, Section 11.01, Subsection A.

(vi) Solar Panels

Solar panel installation and location shall be limited to the roof of any given building unless approved by the Architectural Control Committee. No remote pedestals or trackers shall be installed on any Lot where a building has an installed solar panel unless otherwise approved by the Architectural Control Committee.

Subsection B. Residential

(i) Single Family Residential Purposes.

The Residential lots within the Covered Property shall be used exclusively for residential purposes. No building shall be erected, placed, altered or permitted to remain on any Residential Lot other than a single-family home with hangar, a hangar home with residence attached but not inside the hangar or two hangar homes with residence attached but not inside the hangars and any related outbuildings such as storage sheds, workshops and detached garages. All of the Residential Lots are restricted to residential use as single family residences; provided, however, home professional pursuits not requiring regular visits from the public or unreasonable levels of traffic, parking, mail, shipping, trash or storage shall be permitted in connection with residential use of the unit; further provided that Declarant or its designee shall be permitted to maintain a sales office or offices on a Residential Lot or Residential Lots for the purpose of conducting sales or resale of Lots (whether Residential or Commercial) in the Property until such time as all of the Lots are sold. Except in the case of a sales office maintained by Declarant or its designee and as provided in Article X Section 10.03 Subsection A below, no signs indicating commercial or professional uses may be displayed on a Residential Lot.

(ii) Antennas and Aerials.

Antennas and Aerials shall be located no further forward than the front half of any dwelling unit placed on a Residential Lot unless otherwise approved by the Architectural Control Committee. Satellite dishes and aerials shall be of reasonable size and permitted only if they do not interfere with air traffic. No towers shall be permitted.



(iii) Temporary Structures.

No temporary structure of any kind will be erected or placed upon any Residential Lot. The use of a temporary structure (such as a tent building, portable building, Connex) as a hangar, residence, or similar use during construction does not void the requirements of this part of the DECLARATION. Use of a temporary structure during construction is subject to the remaining provisions of this DECLARATION.

(iv) Mobile Homes; Recreational Vehicles.

No mobile homes or travel trailers shall be utilized for residential purposes within the Property. Travel trailers, motor homes, boats, snow machines, and other similar recreational vehicles may, however, be stored while not in actual recreational usage upon a Lot belonging to any person or persons who now own or who may subsequently acquire property in the Lot or Lots, but only so long as such vehicles or equipment (i) are not used for commercial purposes, (ii) are operational, and (iii) are stored in a safe and orderly manner and separated by a distance of 25 feet from any property line. ATVs/Snowmachines shall not be operated on the streets or utility easements of the Property except for ingress or egress to the nearest open space or to the nearest areas not disapproved for ATV/snowmachine operation. No ATV/Snowmachine shall be operated when such operation constitutes a violation of state statutes or the ordinances of political subdivision where the Property is located. ATVs/Snowmachines are prohibited from operating on Airstrip Property which is for purposes herein designated to include all runways and taxiways.

(i) Residential Land Clearing / Landscaping

No Owner or builder shall completely clear a Lot where standing trees of size and beauty exist. Space may be cleared, and trees may be thinned for construction of allowed improvements. Upon completion of any improvements upon the Residential Lots, but not later than one year after occupancy of any residential dwelling on a Residential Lot, the landscaping of all disturbed areas shall be implemented and completed. Notwithstanding the above, an Owner may remove a small section of trees to enhance the view from the Lot or from a neighboring Lot. All areas not devoted to dwelling, driveway, walks or other permitted site improvements shall be landscaped or covered with lawn, shrubbery, trees, garden bark, landscaping cobbles or other ground cover. Native vegetation shall suffice as landscaping in yard areas in front of the residence. Overburden removed from building areas may be used to create landscape features or terrain. It shall not be pushed into large piles or berms and be left to naturally reseed.

Subsection C. Commercial

- All business activities and uses of the lots shall, without limitation, comply with the restrictions set forth on any applicable plat, including the final plat of record, and shall be in accordance with the codes set out by the State of Alaska Fire Marshal.



- Only commercial activities which are directly related to aviation shall be conducted on the Commercial Lots. Such activities include, without limitation, temporary and permanent storage of aircraft, aircraft rental and instruction, fueling and maintenance of aircraft, provision of food, lodging and transportation for persons on-site for aviation related reasons, club meetings for any purpose, and selling of aviation club membership, and other products or services offered by an aviation Fixed Base Operator (“FBO”) or aero club.
- No commercial activity conducted upon the Lots shall interfere with or in any manner conflict with the aviation activities conducted from the Common Area.
- Residence Restrictions: Commercial Lots may be used for temporary living or housing and are not to be used as a primary residence nor have anyone permanently residing on the lot.
- Aviation fuel tanks and pumps may be maintained, and commercial fuel service operations conducted from the Commercial Lot.
- There is no restriction on the number of aircraft which may be hangered or tied down on the Commercial Lots other than reasonable safety requirements.

(i) Commercial Landscaping

Upon completion of any improvements upon Commercial Lots subject to these protective covenants, conditions, and restrictions, but not later than one year after occupancy of the Commercial structure, the landscaping of all disturbed areas shall be implemented and completed. All areas not devoted to structures, driveway, walks or other permitted site improvements shall be landscaped or covered with lawn, shrubbery, trees, garden bark, landscape cobbles, gravel, or other ground cover. Overburden removed from building areas may be used to create landscape features or terrain. It shall not be pushed into large piles or berms and left to naturally reseed.

Section 10.04 Building Type

The requirements of this Section 10.04 apply to any buildings (regardless of nomenclature identifying those buildings) constructed on any Residential or Commercial Lot. The requirements in this Section 10.04 are in addition to and not in lieu of any other applicable restrictions or provisions of this DECLARATION.

Subsection A. Residential

The following restrictions apply, without limitation, to any buildings (regardless of applied nomenclature identifying such buildings) to be constructed upon or placed upon Residential Lots:

- a. Subject to other provisions of this DECLARATION, no "T" hangars are allowed on Residential Lots.



Subsection B. Commercial

The following restrictions apply, without limitation, to any buildings (regardless of applied nomenclature identifying such buildings) to be constructed upon or placed upon Commercial Lots:

- a. Subject to other provisions of this DECLARATION, all commercial construction shall be either pre-engineered steel buildings, stick-framed, masonry or insulated concrete forms (“ICF”) unless, upon written request from the Lot Owner, the Architectural Control Committee approves such exception.
- b. Any buildings built on Commercial Lots shall be reviewed and approved by a Professional Engineer or Architect.

Section 10.05 Building Locations

Without waiving any other requirements or provisions of this DECLARATION, no building or portion of any building shall be located within 25 feet of any road right-of-way, or on any Lot nearer the following setbacks: Front/25 feet, Side/10 feet or 50 feet if the average slope exceeds 30%; Rear/25 feet; 50 feet from any adjoining taxiway or runway unless a deviation is approved by the Architectural Control Committee.

The width of side yards shall not thereafter be reduced by enlargement of the principal building. For the purpose of these Covenants, eaves, steps, and open porches shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot. Any existing buildings as of the Effective Date of this DECLARATION shall be considered conforming buildings regardless of their location.

Section 10.06 Quality and Size

Subsection A. Residential

All dwellings constructed on Residential Lots must have at least 1,500 square feet of living area, not including garage area or outbuilding area. Construction of all houses shall be at least equal to the present Federal Housing Authority minimum building standards. All visible, exterior construction materials shall be earth toned and shall complement the natural surrounding landscape.

Notwithstanding other provisions of this DECLARATION, no "T-111" siding may be used in construction of any building on a Residential Lot.

Notwithstanding other provisions of this DECLARATION, no modular homes shall be constructed, placed, or used as a dwelling on any Residential Lot.



Notwithstanding other provisions of this DECLARATION, no manufactured homes (mobile homes) shall be constructed, placed, or used as a dwelling on any Residential Lot.

Aircraft hangars constructed on Residential Lots shall be a minimum of 1,500 square feet in area. No more than two (2) hangars shall be allowed on Residential Lots. unless deviation from the Architectural Control Committee approves such exception.

Subsection B. Commercial

Without waiving other provisions of this DECLARATION, no Quonset huts, tent buildings, or T-111 sided buildings may be constructed on any Commercial Lot. All buildings constructed on any Commercial Lot must meet the requirements of any applicable law, including, without limitation, any State of Alaska or Matanuska-Susitna Borough law, code, statute, regulation, ordinance, or similar provision. All buildings constructed on any Commercial Lot must be of no less than Two Thousand (2,000) square feet in size unless deviation from the Architectural Control Committee approves such exception.

Section 10.07 Nuisance(s)

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Without limitation, barking dogs, loud music (audible from any adjoining Lot), or similar disruptive noise shall be prohibited noxious activity. No trade or business of an offensive nature shall be permitted upon any Lot.

Section 10.08 Temporary Structures

No temporary structure, boats, trailers, trucks, campers, or recreational vehicle of any kind shall be used as permanent living area or for storage purposes while located in the Covered Property. No trailers or mobile homes may be permanently placed, maintained, or occupied on any Lot.

Section 10.09 Outbuildings

Subsection A. Residential

Outbuildings, including, without limitation, garages, greenhouses, storage sheds, barns, sauna or steam bath facilities for individual or family use may not be constructed unless they are approved by the Architectural Control Committee.

No Residential Lot shall have more than three (3) outbuildings of any type located on that Lot. Upon application additional buildings may, but are not guaranteed or represented to, be approved by the Architectural Control Committee.



For clarity, without limitation, no ISO Standard Intermodal Shipping Containers (commonly referred to as "Conex") are allowed to be placed on Residential Lots except during construction of the primary residence on such lots.

Subsection B. Commercial

No Commercial Lot shall have more than three (3) outbuildings of any type located on that Lot. Upon application additional buildings may, but are not guaranteed or represented to, be approved by the Architectural Control Committee.

For clarity, without limitation, no ISO Standard Intermodal Shipping Containers (commonly referred to as "Conex") are allowed to be placed on Commercial Lots except during construction of the primary buildings or facilities on such lots.

Section 10.10 Livestock and Animals

No animals or livestock of any kind shall be raised, bred, or kept on any Lot, except that of dogs, cats or normal household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. The prohibited "any commercial purpose" shall include, but not be limited to, use for sporting purposes such as dog sled competition.

Section 10.11 Dogs / Cats

All animals shall be restrained, as necessary, to prevent their becoming nuisances. Without limitation, all animals shall be confined to their owner's Lot at all times unless under the direct physical control (held by hand or leash) of their owner.

No aggressive dogs shall be kept on any Lot. Without limitation, aggressive dogs includes Pit Bull Terriers, Staffordshire Terriers, Rottweilers, German Shepherds, Presa Canarios, Chow Chows, Doberman Pinschers, Akitas, Wolf-hybrids, Mastiffs, Cane Corsos, Great Danes, Alaskan Malamutes, and Huskies. Subject to conformance with applicable law and regulation, the Directors of the relevant Association may, but are not required to, upon written specific request by the Lot Owner, allow for such breeds after review of the request and after evaluation of the specific animal(s).

No aggressive animals of any sort shall be kept on any Lot. Subject to conformance with applicable law and regulation, the Directors of the relevant Association may, but are not required to, upon written specific request by the Lot Owner, allow for the presence of aggressive animal(s) after review of the request and after evaluation of the specific animal(s).

Section 10.12 Parking and Vehicular Restrictions

Inoperable Vehicles. No inoperable vehicles shall be parked or maintained upon any Lot or within any street, alley, or easement adjacent to any Lot. A vehicle temporarily inoperative and



held for repair by an Owner or under the Owner's direction for a period not to exceed thirty (30) days (subject to the availability of parts) shall not be considered a violation of this provision. A vehicle which is otherwise operable but is not used or moved for a period of more than forty-five (45) days shall be considered an inoperable vehicle for purposes of this provision.

Parking. No vehicle shall be permitted to park on the streets, easements, taxiways, or runways within the Property at any time. The Owner of each Lot must provide sufficient off-street parking for guests or other invitees of the Owner of such Lot.

Section 10.13 Signs and Flags

Notwithstanding any other provisions of this Section 10.13, no political signs, banners, advertisements, or similar shall be permitted to be installed on any Lot nor installed on or in any improvement on a Lot where such signs, banners, advertisements or similar is visible from outside of such improvement.

Subsection A. Residential

No sign of any kind shall be displayed to the public view on any Residential Lot except as follows: (1) one sign of not more than five (5) square feet advertising the property for sale; (2) a sign used by the builder to advertise the property during construction and sales period. All signs must be securely anchored to the ground or installed with permanent post to avoid hazards to air traffic.

Subsection B. Commercial

No sign of any kind shall be displayed to the public view on any Commercial Lot except as follows: (1) One professional sign of not more than 32 square feet may be placed on the building advertising the business on the commercial lot; (2) One sign of not more than 16 square feet may be placed street side of the lot to advertise the business on the commercial lot. The sign must be securely anchored to the ground or installed with permanent posts; (3) a sign used by the builder to advertise the property during construction and sales period. The business advertising sign (2 above) shall have a maximum height of Six (6) feet and shall comply with the maximum 16 Square foot size restriction.

No banners or similar signs shall be allowed. All signs shall be appropriate for the nature of the Commercial Lots and in good taste. Artwork for any sign shall be approved by the Architectural Control Committee prior to its placement and rejection.

Subsection C. Flags / Flag Poles (Commercial and Residential)

The display on any property of a single American flag is permitted, provided that any flagpole not exceed 28 feet in height nor any flag on a residential lot exceed 4 x 6 feet in dimension or on a commercial lot exceed 5 x 8 feet in dimension, that all such flagpoles and flags be confined within



the building setbacks for any site, and that all such display be consistent with the federal flag code (*see* 4 U.S.C §5 *et. seq.*) for guidelines regarding respectful display of the flag); and the display on any property of a single Service Flag bearing a star denoting active service during time of war, for the owner or an immediate family member, is permitted upon a door or on the inside of a window of a residence.

Section 10.14 Sight Distance at Intersection

No fence, hedge or shrub planting which obstructs sight lines at elevations between two and six 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 thirty (30) feet from the intersection of the street lines. The same sight line limitation shall apply on any Lot within ten (10) feet from the intersection of the street property line with the edge of the driveway pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

Section 10.15 Mining and Petroleum Provisions

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for use in drilling / boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 10.16 Construction Completion Timelines

Subsection A. Residential

All main dwellings must have a finished exterior within eight (8) months from the start of construction and be fully completed within one (1) year from the start of construction or such longer time as may be allowed by the Architectural Control Committee. All outbuildings must be completed in eight (6) months from start of construction. A complete as-built drawing with all utility locations must be filed with the relevant Association at the end of construction.

Subsection B. Commercial

All primary buildings on Commercial Lots must have a finished exterior within eight (8) months from the start of construction and be fully completed within one (1) year from the start of construction or such longer time as may be allowed by the Architectural Control Committee. All outbuildings must be completed in eight (6) months from start of construction. A complete as-built drawing with all utility locations must be filed with the relevant Association at the end of construction.



ARTICLE XI. USE OF AIRSTRIP PROPERTY AND FACILITIES

Section 11.01 General Limitations on Use of the Airstrip Property

Subject to the remainder of this DECLARATION, the Airstrip Property may only be used as provided in this Article XI.

Subsection A. Insurance

All Owners of any Lot on the Covered Property shall carry liability insurance which names all other Lot Owners, the Residential Owners Association, the Commercial Owners Association, and the Airstrip Property Owners Association as additional insureds. Such insurance shall have the following minimum terms:

- Waiver of Subrogation against Other Owners, the Associations, Declarant, Declarant's agents, contractors, employees, and affiliates.
- Minimum of 30 days notice of cancellation shall be submitted to any additional insured.

If any Owner of any Lot on the Covered Property does not provide the required insurance, the respective Owners Association shall have the right to procure such insurance and the cost thereof will be an assessment and lien against the Lot that has failed to secure such insurance.

Subsection B. Airstrip Use and Waiver Agreement

As a condition precedent to acquiring a Lot on the Covered Property, each Owner or potential Owner shall sign and execute an Airstrip Use and Waiver Agreement substantially similar to that provided herein at Exhibit C.

Subsection C. Obstructions

No Owner or user of any Lot may construct, erect, establish, or maintain any device, element, improvement, building, or other construction which becomes, regardless of intent, a hindrance or obstruction to the Airstrip Property or the use thereof for any aviation activities.

Subsection D. Damage by Owner (or invitee)

Damage to any portion of the Airstrip Property by an Owner of any Lot in the Covered Property or by any invitee of such Owner shall render the Owner of that Lot liable, and the Lot subject to assessment for, a Damage Assessment to repair such damage per Article IV, Section 4.02, Subsection C "Damage Assessment".

Subsection E. Allowed Aircraft



Use of the Airstrip Property allowed by any civil aircraft subject to, without limitation, the following restrictions:

- No military aircraft or aircraft contracted for military use may use the Airstrip Property unless approved after specific written request by the Board of Directors of the Airstrip Property Owners Association.
- All civil aircraft using the Airstrip Property must be currently registered under the authority of the United States Federal Aviation Administration (or the counterpart agency of another nation); and
- All civil aircraft using the Airstrip Property must be legally entitled to be in the United States of America and the State of Alaska; and
- All civil aircraft using the Airstrip Property must have a maximum landing weight of 65,000 pounds or less; and
- The 65,000 limit applies to the North South Runway and parallel taxiways; other airstrips, taxiways, or roadways have a 15,000 pound limit for aircraft; and
- All civil aircraft using the Airstrip Property must be within any operating limits reasonably determined by the Airstrip Owners Association to be necessary to protect the integrity and safety of the Airstrip Property.

Section 11.02 Aircraft Training Activities

Subject to this DECLARATION, flight training and other aviation training may be conducted on the Airstrip Property within the relevant bounds of the airstrip(s), taxiways, and ramps. Without limitation, such flight training will:

- Be allowed only upon the signature of an appropriate liability waiver and release signed by all participants in such training.
- Be allowed only to the extent such training is in compliance with all applicable FAA regulations.
- Be conducted only during daylight hours unless approved after specific written request by the Board of Directors of the Airstrip Property Owners Association.
- Include both fixed wing and rotorcraft training; however, rotorcraft autorotation training will only be allowed if written permission allowing such use is provided by The Airstrip Property Owners Association.



Section 11.03 Traffic Pattern

The required traffic pattern for flight activities from the Airstrip is included in Exhibit B to this Declaration.

Section 11.04 Airstrip Property Owners Association

It is reserved unto the Airstrip Property Owners Association to make and implement additional rules and procedures to ensure safe and efficient operation of the Airstrip Property. Such additional rules will be published in draft form no less than Ninety (90) days prior to implementation. The draft of such rules will be circulated to all Lot Owners for input and comment, but the Airstrip Property Owners Association retains sole authority (per Article V, Section 5.01) to develop and implement such rules.

Section 11.05 Use Conditioned on Payment

As provided in Article V and VI, the costs of operations and maintenance of the Airstrip Property shall be allocated and billed to the respective Associations (Residential Association and Commercial Association).

Use of the Airstrip Property by any Owner of a Residential Lot or a Commercial Lot is conditioned upon the applicable Association (Residential Association or Commercial Association) being current on all bills rendered for Airstrip Property operations and maintenance.

Should the Residential Association or the Commercial Association be delinquent on any bills for Airstrip Property operations and maintenance, the Lot Owners (or their agents, invitees, contractors, employees, assigns, or guests) are prohibited from using the Airstrip Property until such bills are rendered current.

ARTICLE XII. RIGHTS OF MORTGAGEE

Section 12.01 Priority

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



Section 12.02 Default

A 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 a 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 trustee's sale,

Section 12.03 Condemnation

If any Lot or portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage of a Lot will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any document establishing the subdivision will entitle the Owner of a Lot or any other party to priority over such institutional holder of any first mortgage with respect to the distribution to such Lot of the proceeds of any award or settlement.

Section 12.04 No Right of First Refusal

The right of a Lot Owner to sell, transfer, or otherwise convey the Owner's Lot will not be subject to any right of first refusal or similar restriction in favor of the Association(s).

Section 12.05 Notice to Mortgagee

The first mortgagee shall be entitled to written notification of any default by the Lot Owner in performance of the Lot Owner's obligations under this DECLARATION, and Bylaws of the Association, where such default is not cured within thirty (30) days.

The first mortgagee shall be entitled to written notification of damages to a Lot covered by a first mortgage, where such damages are in excess of \$1,000, and no disposition of such damages shall disturb the mortgagee's first lien priority.

Section 12.06 Prior Approval

Nothing in this DECLARATION or the Bylaws of any Association of the Lot Owners provided for herein to the contrary, prior written approval of all holders of the first mortgage or deed of trust covering all or any portion of the Subdivision shall be a condition precedent to the effectiveness of any of the following actions:

- a. A change in the pro rata interest or obligation of any Lot Owner for purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds.

Section 12.07 Right to Information

Any institutional holder of a first mortgage on a Lot (in any of the Residential, Commercial, or Airstrip Properties) will, upon request, be entitled to:

- a. Inspect the books and records of the relevant Association during normal business hours.
- b. Receive an annual audited financial statement of the relevant Association within 90 days following the end of any fiscal year of the Residential, Commercial, or Airstrip Properties: and
- c. Written notice of all meetings of the Association(s) of Lot Owners (as applicable to the mortgaged Lot) and be permitted to designate a representative to attend all such meetings.

ARTICLE XIII. GENERAL PROVISIONS

Section 13.01 Enforcement

Enforcement of these Covenants, conditions and restrictions shall be by proceedings at law or in equity against any person or person violating or attempting to violate any such provisions, either to restrain a violation thereof or to recover damages for such violation. Suit to enforce these provisions may be brought by any Owner or the Association.

Section 13.02 Severability

Invalidation of any of these Covenants by an order issued from a court of competent jurisdiction shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 13.03 Terms Not Exclusive

No term, provision, restriction, limitation, or similar provision of this DECLARATION shall be deemed to be exclusive or to limit the application of any term, provision, restriction, limitation, or similar provision of this DECLARATION. Any terms, provisions, restrictions, limitations, or similar provisions of this DECLARATION are to be considered jointly applicable with any other terms, provisions, restrictions, limitations, or similar provisions of this DECLARATION.

Section 13.04 Headings and Labels

The headings and labels on these Covenants are for the convenience of the parties hereto and shall not be used for any other purposes whatsoever. The headings and labels on these Covenants shall not be used for construction, interpretation, or determination of the meaning of these Covenants or any part thereof.



Section 13.05 Term

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date these Covenants are recorded, after which time these Covenants shall be automatically extended for successive periods of ten (10) years unless a modification per the provisions of Article II, Section 2.04 is duly made and provides for such other period of application.

The purchase of any Lot in these Subdivisions shall constitute agreement on the part of such Purchaser and any of the Purchasers mortgagee's, agents, assigns, or successors to be bound by these protective covenants in their entirety and to be bound by them.

Section 13.06 Construction

The provisions of this DECLARATION shall be liberally construed to effectuate its purpose of creating a uniform plan of the administration of the residential and commercial community(ies) and the Airstrip and for the maintenance and benefit of the Covered Property.

The provisions of this DECLARATION are intended to comply with applicable provisions of Alaska law. Where this DECLARATION through clerical or *de minimis* change is not otherwise in compliance with Alaska law, this DECLARATION shall be deemed modified to reflect such clerical or *de minimis* change.

Section 13.07 Singular includes plural.

Whenever the content of this DECLARATION requires the same, the singular shall include the plural and the masculine shall include the feminine

Section 13.08 Notices

- a. In each instance in which notice is to be given to a Lot Owner, the same shall be in writing and must be delivered through U.S. Mail, certified, or registered, postage prepaid, to the Lot Owner at the address most recently furnished by such Owner to the Association(s) for the purpose of giving notice. Such notice shall be deemed delivered five (5) business days after deposit in the mail in Alaska. Lot Owner may waive their right to this notice provision by proving written instructions to the Association to deliver such notice via e-mail and providing an e-mail address to the Association.

- b. Routine communications may be made to a Lot Owner via e-mail or other electronic communication; however, no notice of violation, communication which triggers obligations of a Lot Owner or which triggers rights of the Associations pursuant to this DECLARATION, or similar substantive communication shall be deemed properly made



or delivered except if such notice or communication is provided in compliance with part "a" above.

Section 13.09 Non-Liability of Officials

To the fullest extent permitted by law, neither the Boards of, nor any committees of the Associations, nor any member of such committees, shall be liable to any Member or any Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval, or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such Board, committees or persons reasonably believed to be within the scope of their duties.

Section 13.10 Failure of Owner to Comply

The failure of any Lot Owner to comply with the provisions of this DECLARATION and the Bylaws will give rise to a cause of action in the Association(s) and any aggrieved Owner for the recovery of damages or injunctive relief or both.

Section 13.11 Disputes / Arbitration / Governing Law

Any disagreement, dispute, claim, or controversy arising out of the terms of this DECLARATION shall be settled by arbitration to be held in Anchorage, Alaska, in accordance with the Commercial Arbitration rules then in effect of the American Arbitration Association. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALASKA, EXCEPTING ONLY SUCH PORTIONS THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

The arbitrator may grant injunctions or other relief in such disputes or controversy. The decision of the arbitrator shall be final, conclusive, and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction of any such dispute. The prevailing party is entitled to recover, in addition to any award, reasonable fees and costs.

Section 13.12 Application of Covenants.

These Covenants, Conditions and Restrictions shall apply to the Covered Property as such property may be accreted or diminished from time to time.

ARTICLE XIV. EXHIBITS

A. Plat

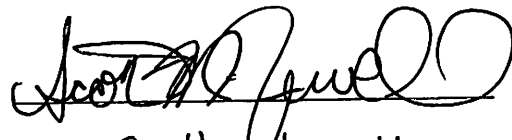


- B. Conceptual Sketches Fuel Farm and traffic pattern.
- C. Use Agreement and Waiver

IN WITNESS WHEREOF, the Declarant has executed this instrument with effect as of the day and year written below.

Willow Creek Airpark, LLC

DATED: 1 May 2024



By: Scott Jewell

Its: Director

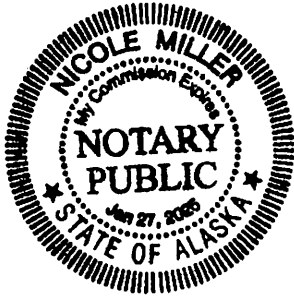


ACKNOWLEDGMENT

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 1st day of May 2024, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Scott Jewell known to me, who, being duly sworn, stated that he is Member of Willow Creek Airpark, LLC, an Alaska Limited Liability Company, and that he executed the foregoing instrument on behalf of said company as the free act and deed of said Limited Liability Company for the uses and purposes therein set forth, being authorized to do so.

WITNESS my hand and official seal this 1st day of May, 2024.



Nicole Miller

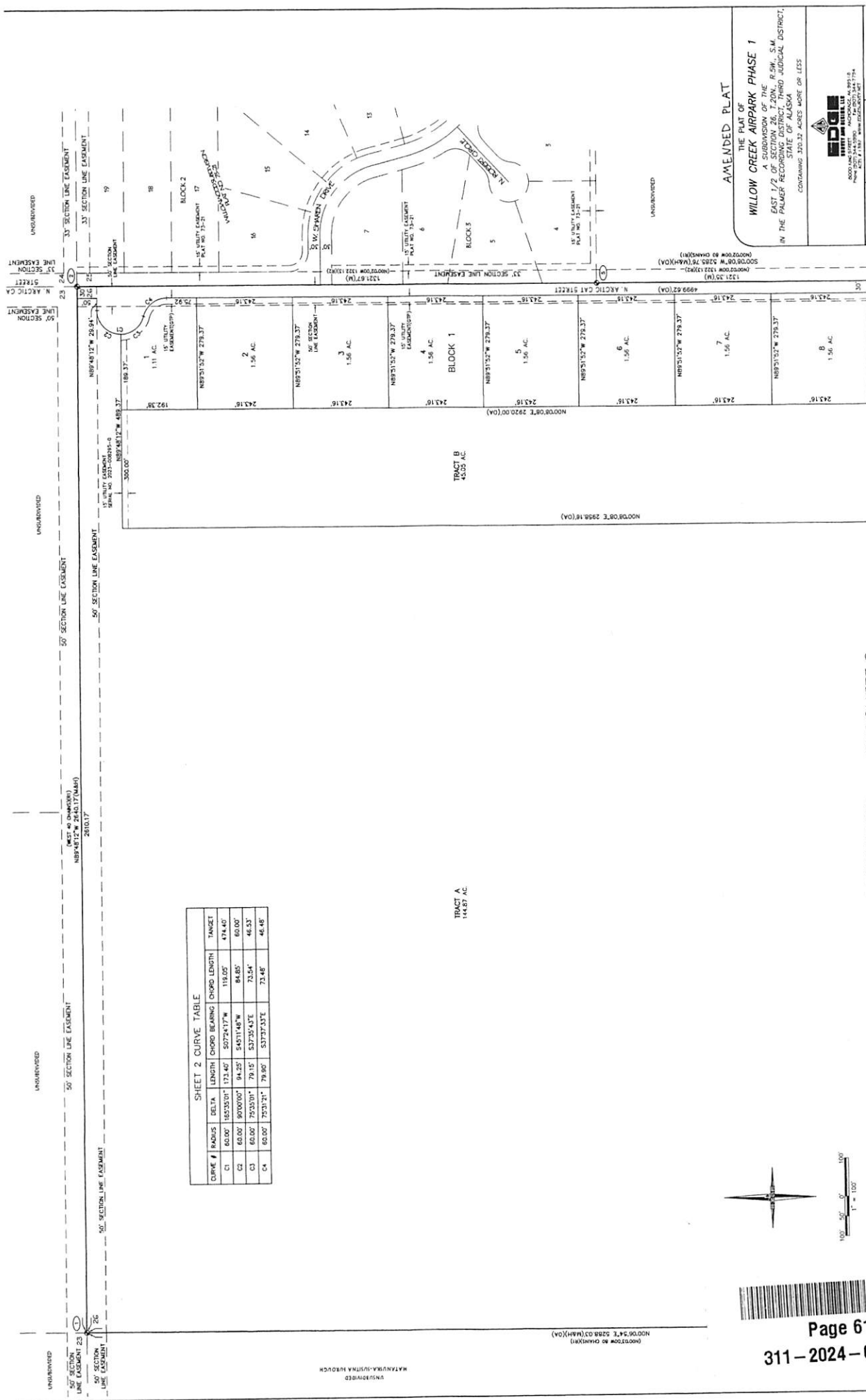
NOTARY PUBLIC in and for Alaska

My Commission Expires: 1/27/25

AFTER RECORDING IN THE PALMER RECORDING DISTRICT

Please return to
The Law Office of Brent R. Cole, P.C.
821 N. Street Suite 203
Anchorage, AK 99501





AMENDED PLAT
 THE PLAT OF
WILLOW CREEK AIRPARK PHASE 1
 A SUBDIVISION OF THE
 EAST 1/2 OF SECTION 26, T.20N., R.5W., S.1M.
 IN THE PALMER RECORDS AND PLANNED JUDICIAL DISTRICT,
 STATE OF ALASKA
 CONTAINING 320.32 ACRES MORE OR LESS



SHEET 2 CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	60.00'	165°35'01"	173.40'	S07°24'17"W	119.05'	474.40'
C2	60.00'	89°00'00"	94.25'	S40°11'48"W	84.85'	60.00'
C3	60.00'	75°23'01"	79.15'	S37°35'45"E	73.54'	46.53'
C4	60.00'	75°33'31"	79.36'	S37°37'33"E	73.48'	46.48'



MATCH 1 IN IF GFF SHEET 2

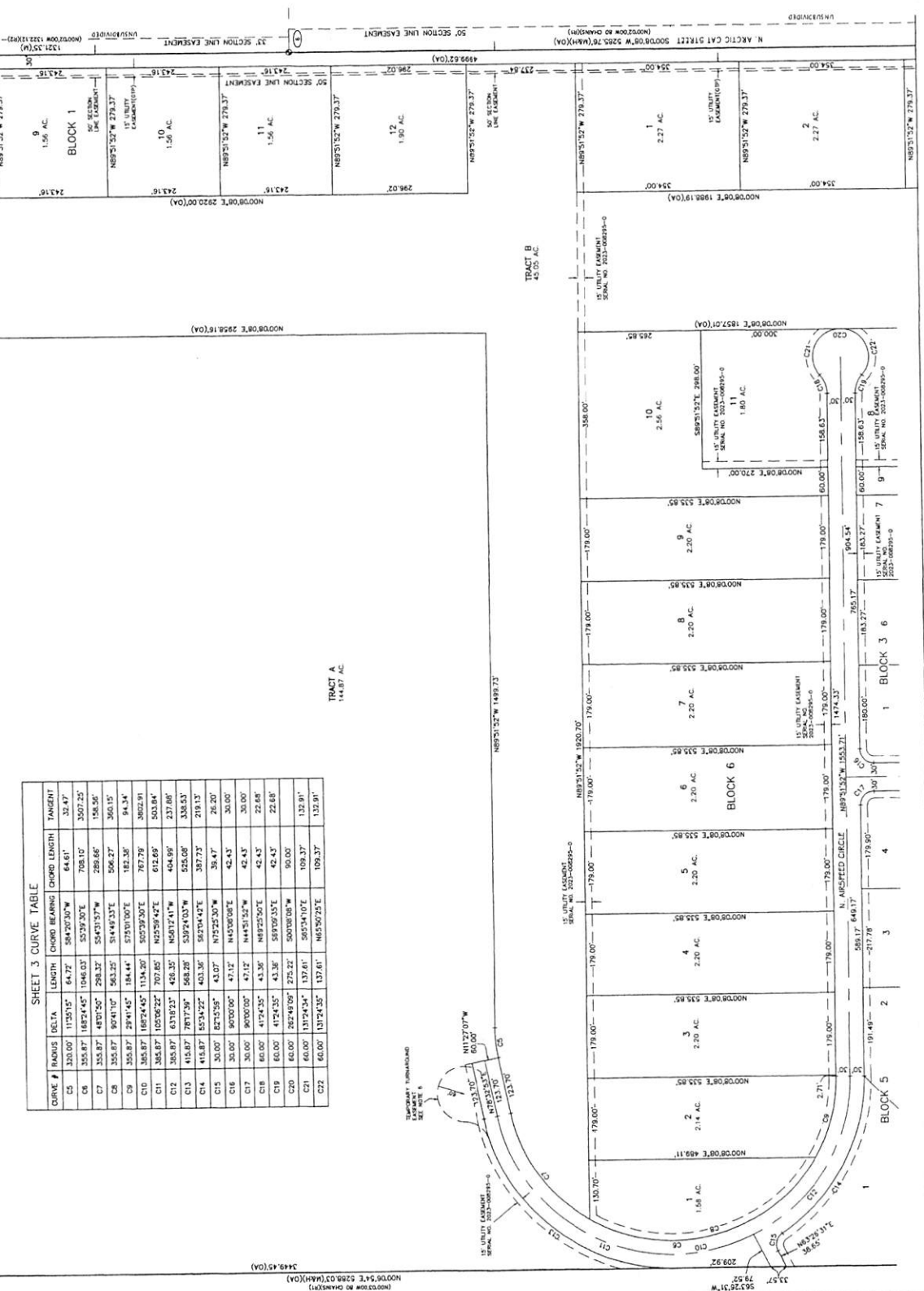
MATCH LINE SEE SHEET 2

SHEET 3 CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C5	320.00'	115°51'15"	584.70'±	S84°20'30"W	64.61'	32.47'
C6	355.87'	182°44'45"	1046.03'	S23°30'10"E	708.10'	3507.22'
C7	355.87'	182°44'45"	1046.03'	S4°43'57"W	289.66'	156.56'
C8	355.87'	30°41'10"	563.22'	S14°49'33"E	506.37'	360.15'
C9	355.87'	29°41'45"	551.00'	S75°01'00"E	182.36'	94.34'
C10	355.87'	182°44'45"	1134.20'	S05°29'30"E	767.79'	3052.91'
C11	355.87'	105°06'22"	707.85'	N25°59'42"E	612.69'	503.84'
C12	355.87'	63°18'23"	426.35'	N58°12'41"W	404.99'	237.80'
C13	415.87'	78°7'50"	568.20'	S39°24'03"W	524.08'	338.53'
C14	415.87'	85°24'22"	403.96'	S62°44'42"E	387.73'	219.13'
C15	50.00'	92°55'58"	43.07'	N75°25'30"W	36.47'	26.20'
C16	50.00'	90°00'00"	47.12'	N45°08'08"E	42.43'	30.00'
C17	50.00'	90°00'00"	47.12'	N45°08'08"E	42.43'	30.00'
C18	60.00'	47°24'35"	43.36'	N89°25'50"E	42.43'	22.68'
C19	60.00'	47°24'35"	43.36'	S89°25'50"E	42.43'	22.68'
C20	60.00'	262°49'09"	275.22'	S00°00'00"W	90.00'	90.00'
C21	60.00'	137°24'35"	137.61'	S65°04'10"E	109.37'	132.91'
C22	60.00'	137°24'35"	137.61'	N65°00'25"E	109.37'	132.91'

TRACT A
144.87 AC

TRACT B
42.00 AC

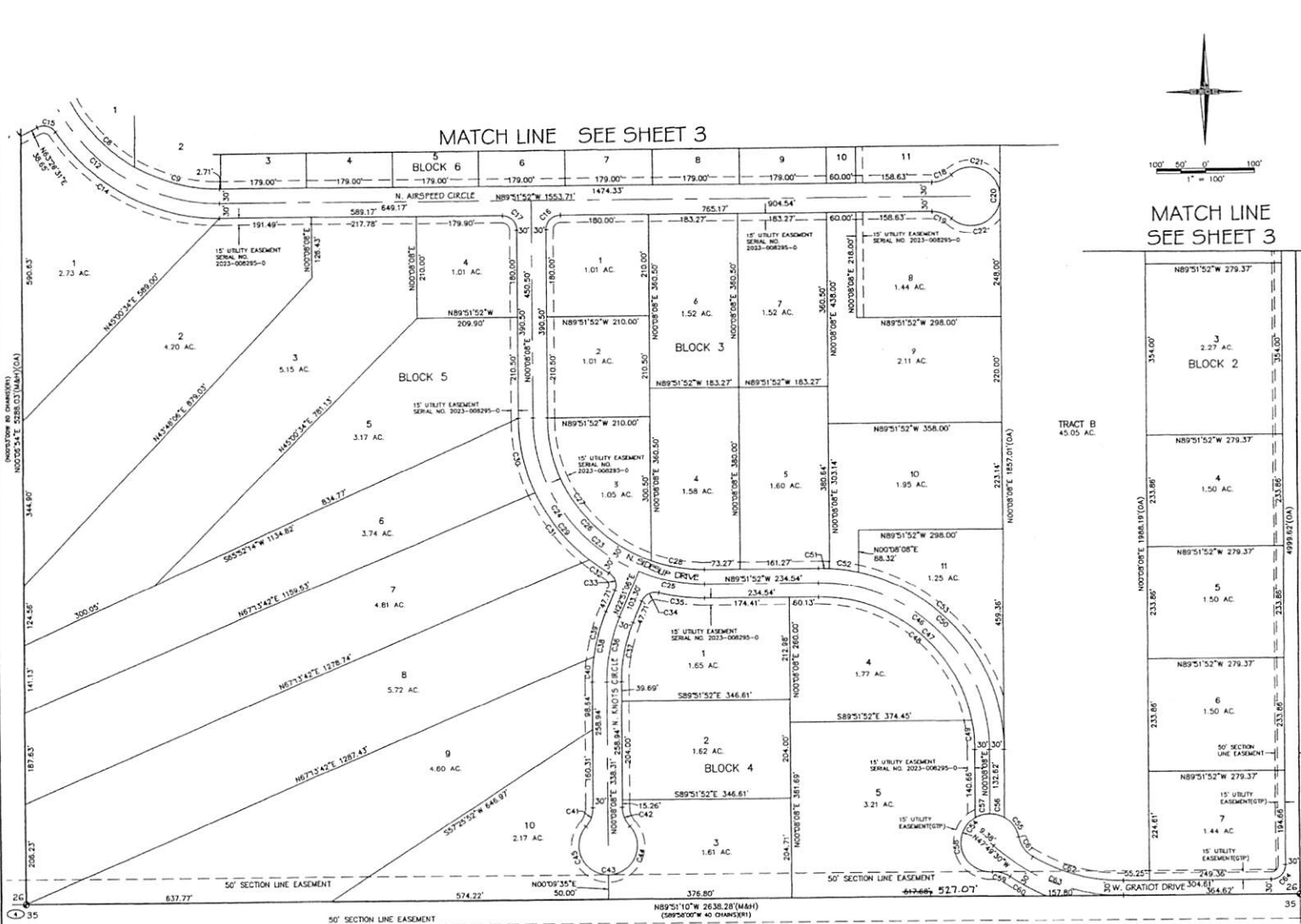


AMENDED PLAT
THE PART OF
WILLOW CREEK AIRPARK PHASE 1
SECTION 28 OF THE
EAST 1/2 OF SECTION 28, T20N, R5W, S4M
IN THE PALMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT,
STATE OF ALASKA
CONTAINING 220.30 ACRES MORE OR LESS

EDGE
ENGINEERING
1000 BRIDGEWAY, SUITE 100
PALMER, ALASKA 99646
PHONE: 479.2122 WWW.EDGEALASKA.COM

MATCH LINE SEE SHEET 4





CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C8	355.87	90°41'10"	563.25'	S14°49'33"E	506.27'	360.15'
C9	355.87	25°41'45"	184.44'	S75°01'00"E	182.35'	94.34'
C12	385.87	63°18'23"	426.35'	N58°12'41"W	404.99'	237.88'
C14	415.87	55°34'22"	403.36'	S62°04'42"E	387.73'	219.13'
C15	30.00'	82°15'59"	43.07'	N75°25'30"W	36.47'	26.20'
C16	30.00'	90°00'00"	47.12'	N45°08'08"E	42.43'	30.00'
C17	30.00'	90°00'00"	47.12'	N44°51'52"W	42.43'	30.00'
C18	60.00'	41°24'35"	43.36'	N69°25'50"E	42.43'	22.68'
C19	60.00'	41°24'35"	43.36'	S69°09'35"E	42.43'	22.68'
C20	60.00'	26°24'09"	275.22'	S00°08'08"W	90.00'	
C21	60.00'	131°24'34"	137.61'	S65°34'10"E	109.37'	132.91'
C22	60.00'	131°24'35"	137.61'	N65°50'25"E	109.37'	132.92'
C23	350.00'	90°00'00"	549.78'	S44°51'52"E	494.97'	350.00'
C24	350.00'	67°17'01"	411.01'	S33°30'23"E	387.80'	232.91'
C25	350.00'	22°42'58"	138.77'	S78°30'23"E	137.86'	70.31'
C26	320.00'	90°00'00"	502.65'	S44°51'52"E	452.55'	320.00'
C27	320.00'	69°53'40"	390.36'	S34°46'42"E	366.61'	223.63'
C28	320.00'	20°06'20"	112.28'	S79°46'42"E	111.72'	56.73'
C29	380.00'	58°52'07"	390.43'	S39°17'56"E	373.46'	214.42'
C30	380.00'	241°5'54"	160.93'	S11°59'49"E	159.73'	81.69'
C31	380.00'	271°40'08"	180.63'	S37°44'50"E	178.94'	92.06'
C32	380.00'	07°22'55"	48.87'	S55°02'57"E	48.83'	24.47'
C33	30.00'	81°35'06"	42.72'	N17°56'27"W	39.20'	25.89'
C34	30.00'	81°35'06"	42.72'	S83°35'40"W	39.20'	25.89'
C35	380.00'	14°18'05"	94.85'	S82°42'50"E	94.60'	47.67'
C36	350.00'	22°42'59"	138.77'	N11°29'37"E	137.86'	70.31'
C37	320.00'	22°42'59"	126.87'	S11°29'37"W	126.04'	64.28'
C38	380.00'	22°42'59"	150.66'	S11°29'37"W	149.68'	73.33'
C39	380.00'	14°41'29"	97.44'	S15°30'23"W	97.17'	48.99'
C40	380.00'	8°01'30"	53.22'	S40°08'53"W	53.18'	26.66'
C41	60.00'	41°24'35"	43.36'	N20°50'25"E	42.43'	22.68'
C42	60.00'	41°24'35"	43.36'	S20°34'10"E	42.43'	22.68'
C43	60.00'	26°24'09"	275.22'	S89°51'52"E	90.00'	
C44	60.00'	131°34'17"	137.78'	N24°30'42"E	109.44'	133.42'
C45	60.00'	131°34'18"	137.44'	S24°04'44"E	109.30'	132.42'
C46	350.00'	90°00'00"	549.78'	N44°51'52"W	494.97'	350.00'
C47	320.00'	90°00'00"	502.65'	N44°51'52"W	452.55'	320.00'
C48	320.00'	79°11'35"	442.30'	N50°16'05"W	407.92'	264.69'
C49	320.00'	10°48'25"	60.36'	N5°16'05"W	60.27'	30.27'
C50	380.00'	90°00'00"	596.90'	N44°51'52"W	537.40'	380.00'
C51	380.00'	31°9'08"	22.01'	N88°12'18"W	22.01'	11.01'
C52	380.00'	9°08'34"	60.64'	N81°58'27"W	60.57'	30.38'
C53	380.00'	77°32'17"	514.25'	N38°38'01"W	475.90'	305.19'
C54	60.00'	26°27'07"	274.58'	N37°42'34"E	90.44'	
C55	60.00'	48°39'55"	50.96'	N35°31'55"W	49.44'	27.13'
C56	60.00'	30°00'00"	31.42'	N74°51'52"W	31.06'	16.08'
C57	60.00'	30°00'00"	31.42'	S75°08'08"W	31.06'	16.08'
C58	60.00'	153°31'02"	160.76'	S16°37'23"E	116.81'	254.98'
C59	60.00'	36°35'58"	36.33'	N75°04'56"W	37.68'	19.84'
C60	430.00'	11°32'29"	86.62'	S62°33'11"E	86.47'	43.46'
C61	60.00'	48°27'07"	50.48'	S35°18'02"E	49.00'	28.84'
C62	370.00'	30°27'05"	196.65'	S74°37'38"E	184.34'	100.34'
C63	400.00'	42°01'38"	293.41'	S68°50'20"E	286.87'	153.66'
C64	30.00'	90°00'43"	47.13'	S45°08'29"W	42.43'	30.01'

AMENDED PLAT
 THE PLAT OF
 WILLOW CREEK AIRPARK PHASE 1
 A SUBDIVISION OF THE
 EAST 1/2 OF SECTION 26, T.20N., R.5W., S.M.
 IN THE PALMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT,
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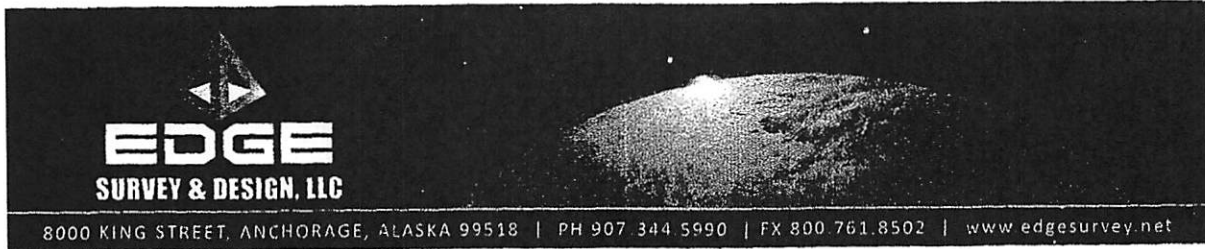
UNRECORDED

REVISION BLOCK
 DATE: 1/10/2024
 REVISED DIMENSION OF LOT 5,
 BLK4 ON SHT 4 OF A

2024-6
 Plat #
 Palmer
 Rec Date
 1/12 2024
 Date
 Time 10:15 A.M.

2023-68
 Plat #
 Palmer
 Rec Date
 12-2 2023
 Date
 Time 12:54 P.M.





SURVEYOR'S AFFIDAVIT


Plat title, **WILLOW CREEK AIRPARK PHASE 1**

The above referenced subdivision plat as filed in the PALMER Recording District under Plat file number **2023-68** has been revised as follows: **ON SHEET 4 OF 4, THE DIMENSION ON THE SOUTH LINE OF LOT 5, BLOCK 4 WAS REVISED FROM 517.68' TO 527.07'. NO OTHER CHANGES WERE MADE.**

The above revision constitutes the sole change made to the plat aside from its notation in the revision block on the plat. The above revision does not influence any change of, ownership, drainage features, rights-of-way, or any other item which would adversely affect this or adjacent properties. I am therefore submitting this plat for refiling as corrected.

Date 1/10/2024

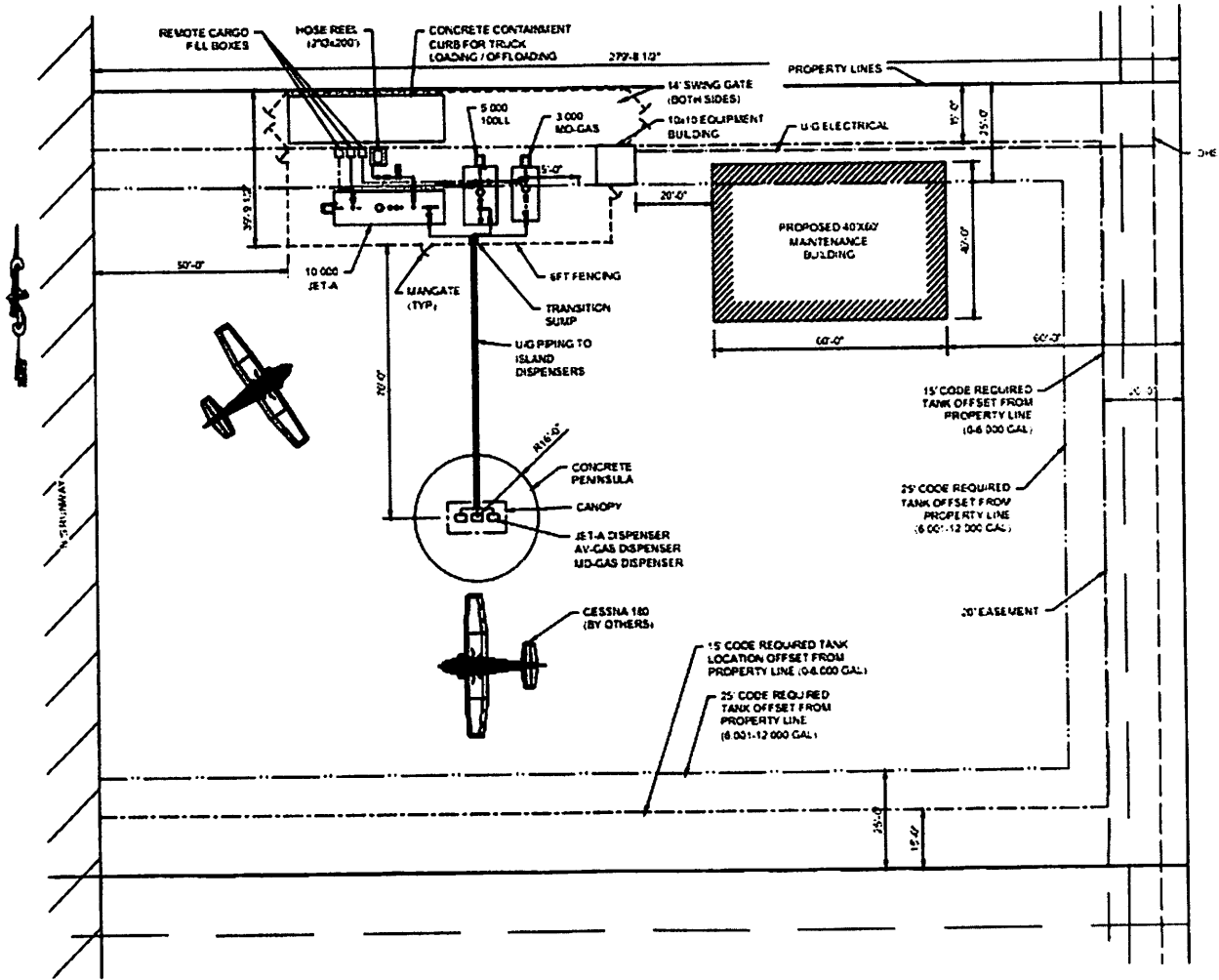
Registration Number: **13022-S**


Registered Land Surveyor



Fuel Farm Conceptual Sketch

Note: Sketch provided is not for final design purposes and the actual system may vary.



HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT (“Agreement”) is made by and between The Willow Creek Airpark Residential Owners Association, an Alaska Nonprofit Corporation whose address is 4203 Spinnaker Cove, Austin, TX 78731; The Willow Creek Airpark Commercial Owners Association, an Alaska Nonprofit Corporation whose address is 4203 Spinnaker Cove, Austin, TX 78731; The Willow Creek Airstrip Property Owners Association , an Alaska Nonprofit Corporation whose address is 4203 Spinnaker Cove, Austin, TX 78731; (each an “Indemnatee” or collectively “Indemnitees”), and _____ [Lot Owner] (“Owner”) whose address is*****.

Indemnatee / Indemnitees or Owner each referred to hereinafter as a “Party” and collectively, “the Parties”.

WHEREAS Owner desires and wishes to utilize the Airstrip Property and the common areas of the Willow Creek Airpark; and

WHEREAS the Indemnitees desire, pursuant to this Agreement, to allow Owner such use as is permitted subject to the DECLARATION of Willow Creek Airpark

NOW THEREFORE, Owner agrees, on behalf of Owner, owners agents, invitees, family, contractors, employees, affiliates, and related Parties to hold harmless, and indemnify the Indemnitees, Members of Indemnitees, and Indemnitees’ successors and assigns from any and all liabilities, losses, claims, judgments, suits, fines, penalties, demands, or expenses, including, but not limited to, all reasonable costs for defense and investigation thereof (including but not limited to attorney’s fees, court costs, and expert fees) claimed by anyone by reason of injury or damage to persons or property sustained in or around Willow Creek Airpark (including, without limitation, the Residential Lots, the Commercial Lots, the Airstrip Property, and any common areas), as a proximate result of the acts or omissions of Owner, its agents, successors and assigns or arising out of the operation or actions of the Owner upon or about the premises of the Willow Creek Airpark (such premises including, without limitation, the Airstrip Property).

Liability per above where such liability may result from the sole negligence of the Indemnitees, its officers, directors, agents, servants, and/or employees is excluded from Owners’ indemnity and hold harmless obligations.

Representation on Authority of Parties/Signatories. Each Party signing this Agreement represents and warrants that s/he is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party’s obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

Modification of Agreement. This Agreement may be supplemented, amended, and/or modified only by and through the mutual written agreement of the Parties. No supplement or modification of this Agreement shall be binding unless done so in writing and signed by the Parties.



Waivers. No waiver of any right or breach hereunder shall be effective unless in writing signed by the party against which enforcement of such waiver is sought. No waiver by any of the Parties of any right or breach of any provisions of this Agreement shall be construed to be a waiver of any other right or of any succeeding breach of any of the provisions hereof.

Entire Agreement. This Agreement represents the entire agreement of the Parties relating to the subject matter hereof, and no modification of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

Enforceability, Severability, and/or Reformation. In the event that any covenant, provision, and/or restriction is found by a court of competent jurisdiction to be unenforceable, such provision shall be modified, rewritten, or interpreted to include as much of its nature and scope as will render it enforceable. In the event it cannot be so modified, rewritten, or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement shall be enforced as if such provision was not included.

In the event that a court of competent jurisdiction determines that any of the covenants, provisions, or restrictions to be excessive in duration or scope or to be unreasonable or unenforceable under the applicable law, it is the intention of the Parties that such restriction may be modified or amended by the court to render it enforceable under applicable law, but that such modification or amendment be only to the extent minimally required to allow such enforceability.

No Presumption. This Agreement or any section thereof shall not be construed against any Party due to the fact that said Agreement, or any section thereof was drafted by said Party.

Parties In Interest. Nothing herein shall be construed to be to the benefit of any third party not a signatory to this Agreement, nor is it intended that any provision shall be for the benefit of any third party not a signatory to this Agreement.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

Jurisdiction and Venue. This Agreement is to be construed pursuant to the current laws of the State of Alaska. In the event that any dispute shall arise under or in connection with the agreement or related to any matter which is the subject of the agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in the State of Alaska.

THE UNDERSIGNED HAVE READ, UNDERSTOOD, AND ACCEPTED THIS AGREEMENT, and by signing this Agreement, the Parties agree to all of the aforementioned terms, conditions and policies.

Willow Creek Airpark Residential Owners
Association



DRAFT

By: _____

Its: President

Willow Creek Airpark Commercial Owners
Association

DRAFT

By: _____

Its: President

Willow Creek Airstrip Owners Association

DRAFT

By: _____

Its: President

Owner

_____ DRAFT

By:

SAMPLE

