

Declaration for  
**Seclusion Bay Subdivision**

Exhibits E, F, and G  
Codes, Covenants, and Restrictions

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## INTRODUCTION

The following are excerpts from the Declaration for Seclusion Bay Subdivision. These three sections, commonly referred to as the Covenants, Codes, and Restrictions (CC&R's) comprise specific, contractual obligations of each property owner in Seclusion Bay.

The text included here has been formatted to match, as closely as possible, the original, recorded documents on file with the Municipality of Anchorage and the State of Alaska. While every effort has been made to match this document to the recorded Declaration, some discrepancies may occur. In the event of conflicting text, the recorded document on file with the Municipality of Anchorage will take precedence.

The accompanying Table of contents and Index have been added to aid in locating information within the document.

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**EXHIBIT E**  
**ARCHITECTURAL CONTROLS**  
**FOR**  
**SECLUSION BAY SUBDIVISION**  
**(A Planned Community within Southport)**

The following architectural controls shall not impose, nor are they intended to impose, any additional warranties upon a Unit Owner or a builder of any structure within the Common Interest Community, other than those warranties provided by statute.

Section 1. General.

No structure shall be placed, erected, or installed upon any Unit, and no improvements (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials) shall take place except in compliance with this Exhibit E and the Design Guidelines and upon approval of the appropriate committee under Section 2.

Any Unit Owner may remodel, paint or redecorate the interior of structures on his Unit without approval. However, modifications to the interior of screened porches, patios, and similar portions of a Unit visible from outside the structures on the Unit shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

All dwellings constructed on any portion of the Common Interest Community shall be designed by and built in accordance with the plans and specifications of a licensed architect or licensed building designer.

Section 2. Architectural Review.

Responsibility for administration of the Design Guidelines, as defined below, and review of all applications for construction and modifications under this Exhibit E shall be handled by the two committees as described in subsections (a) and (b). The members of the Committees need not be Unit Owners or representatives of Unit Owners, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Executive Board. The Executive Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review.

a. Initial Construction Committee. The Initial Construction Committee ("ICC") shall consist of one to three persons and shall have exclusive jurisdiction over all original

construction on any portion of the Common Interest Community. Until 100% of the Common Interest Community has been developed and conveyed to Unit Owners other than Builders or Dealers, the Declarant retains the right to appoint all members of the ICC who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Executive Board shall appoint the members of the ICC, who shall serve and may be removed in the Executive Board's discretion.

b. Modifications Committee. The Executive Board may establish a Modifications Committee ("MC") to consist of at least three and no more than five persons, all of whom shall be appointed by and shall serve at the discretion of the Executive Board. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing structures on Units or containing Units and any common elements. The ICC shall have the right to veto any action taken by the MC which the ICC determines, in its sole discretion, to be inconsistent with the Design Guidelines.

### Section 3. Guidelines and Procedures.

The Declarant shall prepare the initial design and development guidelines and application and review procedures (the "Design Guidelines") which shall apply to all construction activities within the Common Interest Community. The Design Guidelines may contain general provisions applicable to all Units, as well as specific provisions which vary from Unit to Unit depending upon location, unique characteristics, and intended use.

The ICC shall adopt such Design Guidelines at its initial organizational meeting and thereafter shall have sole and full authority to amend them. Any amendments to the Design Guidelines shall apply to construction and modifications commenced after the date of such amendment only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

The ICC shall make the Design Guidelines available to Unit Owners, builders, and Dealers who seek to engage in development or construction within the Common Interest Community and all such Persons shall conduct their activities in accordance with such Design Guidelines. In the Declarant's discretion, such Design Guidelines may be recorded in the Anchorage Recording District, Third Judicial District, State of Alaska, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

The MC may adopt detailed procedures and standards governing its area of responsibility, consistent with those

Set forth in the Design Guidelines and subject to review and approval or disapproval by the ICC.

#### Section 4. Submission of Plans and Specifications.

a. No construction or improvements shall be commenced, erected, placed or maintained on any Unit, nor shall any exterior addition, change or alteration be made thereto, until the plans and specifications ("building plans") showing site layout, structural design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, utility facilities layout, and screening thereof shall have been submitted to and approved in writing by the ICC or MC, as appropriate. The Design Guidelines shall set forth the procedure for submission of the building plans.

b. In reviewing each submission, the ICC or MC, as appropriate, may consider visual and environmental impact, ecological compatibility, natural platforms and finish grade elevation, harmony of external design with surrounding structures and environment, and location in the relation to surrounding structures and plant life. The committees may require relocation of native plants within the construction site as a condition of approval of any submission.

The ICC or MC, as appropriate, shall, within 45 days after receipt of each submission of the building plans, advise the party submitting the same, in writing, at an address specified by such party at the time of submission, of (i) the approval of building plans, or (ii) the segments or features of the building plans which are deemed by such committee to be inconsistent or not in conformity with this Declaration and/or the Design Guidelines, the reasons for such finding, and suggestions for the curing of such objections. In the event the appropriate committee fails to advise the submitting party by written notice within the time set forth above of either the approval or disapproval of the building plans, the building plans shall be deemed disapproved. Notice shall be deemed to have been given at the time the envelope containing such notice, properly addressed, and postage prepaid, is deposited with the U.S. Postal Service, registered or certified mail, return receipt requested. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery.

c. If construction does not commence on a project for which building plans have been approved within 12 months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Unit Owner to resubmit the building plans to the Declarant for reconsideration.

#### Section 5. No Waiver of Future Approvals.

Each Unit Owner acknowledges that the members of the ICC and the MC will change from time to time and that interpretation, application and enforcement of the Design Guidelines may vary accordingly. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

#### Section 6. Variance.

The ICC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the ICC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, the cost of compliance, or the terms of any financing shall not be considered a hardship warranting a variance.

#### Section 7. Limitation of Liability.

Review and approval of any application pursuant to this Exhibit E is made on the basis of aesthetic considerations only and neither the ICC nor the MC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Executive Board, any committee, or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Unit.

#### Section 8. Enforcement.

Any structure or improvement placed or made in violation of this Exhibit E shall be deemed to be nonconforming. Upon written request from the Executive Board or the Declarant, Unit Owners shall, at their own cost and expense, remove such structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should a Unit Owner fail to remove and restore as required, the Executive Board or its designees shall have the right to enter the Unit, remove the violation,

and restore the property to substantially the same condition as previously existed. All costs, together with the interest, at the maximum rate then allowed by law, may be assessed against the benefitted Unit and collected as a special assessment.

Any contractor, subcontractor, agent, employee, or other invitee of a Unit Owner who fails to comply with the terms and provisions of this Exhibit E and the Design Guidelines may be excluded by the Executive Board from the Common Interest Community. In such event, neither the Association, its officers, its committees, nor its directors shall be held liable to any Person for exercising the rights granted by this paragraph. In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Exhibit E and the decisions of the ICC and MC.

#### Section 9. Application: Amendment.

This Exhibit E shall not apply to the activities of the Declarant, nor to improvements to the Common Elements by or on behalf of the Association.

This Exhibit E may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

**EXHIBIT F**  
**OCCUPANCY RESTRICTIONS**  
**FOR**  
**SECLUSION BAY SUBDIVISION**  
**(A Planned Community within Southport)**

1. Newspaper Delivery receptacles. Newspaper stands and receptacles on individual Units for the purpose of newspaper delivery are not permitted.
2. Landscaping and Utility Easements. No dog run, shed, greenhouse, woodpile, play equipment, or any other similar structure shall be placed in any landscaping or utility easements.
3. Utility Lines, Aerials, and Antennas. All electrical service, telephone lines and television cable shall be placed underground. No short wave antennas, transmitters, or base stations for amateur radio transceivers or other radios shall be permitted.
  - (a) The Unit Owner shall provide prior written notice to the Declarant, and ICC or the Design Review Committee, as the case may be, of its plans to install a television antenna or satellite dish (hereinafter antennas and satellite dishes shall be collectively referred to as "antenna" or "-antennas") prior to the actual installation of the same.
  - (b) Unit Owners who wish to install an exterior reception antenna must submit: (i) an application along with a \$25 fee, which shall include a site plan survey showing the proposed location of the antenna; (ii) a sample of the color the antenna will be painted so as to not interfere with reception along with a sample of the color of the background . against which it is to be mounted; and (iii) evidence showing why an acceptable quality signal can not be received 1) from inside the attic, or 2) from a location not visible from the street if the location is visible from the street.
  - (c) The policy to be administered in accordance with the Declarations is to facilitate and expedite the installation, maintenance and use of reception antennas in a manner which does not (i) unreasonably increase the cost of the use of the antenna, or (ii) preclude reception of a reasonably acceptable quality signal. All applications shall be reviewed against this standard.

- (d) Generally, antennas shall be painted, prior to installation, in a fashion that will not interfere with reception, so that it blends in the background, and antennas shall not be visible from the street so long as such placement will not impair reception of an acceptable signal. In addition, unless the antenna is to be installed on the exterior of a structure at an elevation above the ground directly below which is greater than the distance from the mount to the lot line, the applicant must submit a drawing specifying the manner of attachment, and evidence (engineer's report or other evidence) that such attachment is secure considering the wind zone of the location. This requirement is to minimize the safety hazard presented by antennas blowing off structures. No other appurtenance, device or fixture that is comparable in size, weight and appearance to an antenna, shall be installed on the exterior of a structure without Declarant or ICC approval of homeowners' evidence that it will not present a safety hazard of blowing off.
  - (e) Antennas shall be no larger than, nor installed higher than, absolutely necessary for reception of quality signal and must be placed in the least obtrusive and least visible place (i.e., not seen from the street) providing reception quality. (Normally, the back yard has the same quality reception as the front yard.)
  - (f) If a television antenna must be installed on a house to receive a quality signal, then it cannot exceed twelve (12) feet in height above the highest point of the roof, unless a permit is obtained from the Municipality of Anchorage. A copy of the permit must be supplied to the Declarant.
  - (g) Antennas situated on the ground and visible from the street or from the other Lots must be camouflaged by existing landscaping or fencing, if an acceptable quality signal may be received from such placement. If no such existing landscaping or screening exists, the Declarant may require antennas to be screened by new landscaping or screening so long as such cost is reasonable to the Unit Owner.
  - (h) The Declarant or the Association shall have the right to remove antennas not approved in accordance with these provisions at the expense of the Unit Owner.
4. Water and Sewer. No individual well or water system or sewage disposal system shall be installed on any Unit.

5. Sight Distance. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and one half (2-1/2) feet and eight (8) feet above the roadways shall be placed or permitted to remain on any corner Unit 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 or, in the case of a rounded property corner, from the intersection of the street property lines extended. The exception to this rule is a tree which is trimmed so that the trunk is bare to a height of eight (8) feet as measured from the higher of the nearest curb or street centerline grade. The same sight line limitations shall apply on any Unit within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.
6. Temporary Structures. No temporary structure, boat, truck, trailer, camper, or recreational vehicle of any kind shall be used as a living area while located in the planned community; however, trailers or temporary structures for use incidental to the initial construction of improvements on a Unit may be maintained thereon but shall be removed within a reasonable time after completion of construction of the project.
7. Additional Vehicle Restrictions. No repair or restoration of any motor vehicle, boat, trailer, aircraft, or other vehicle shall be permitted on any portion of any Unit except for emergency repairs thereto, and then only to the extent necessary to enable movement thereof to a proper repair facility. No vehicles or equipment shall be parked or placed in a public right-of-way for more than twenty-four (24) hours. No vehicle or equipment owned by or under the control of a resident or Unit Owner shall be placed on a public street within the planned community for more than forty-eight (48) cumulative hours in any week.
8. Nuisances. All residences are entitled to the peaceful and quiet enjoyment of their premises between 10:00 p.m. and 8:00 a.m. All residents and guests shall have due regard for others. During this quiet time, televisions, stereos and/or musical equipment should be played at a substantially reduced volume. Activities such as snow blowing, lawn mowing, skateboarding, playing basketball, etc. should be curtailed.
9. Commercial Vehicles. With the sole exception of marked police patrol vehicles in active service, no commercial or governmental vehicles, or commercial or construction equipment, shall be parked, placed, erected, or maintained on any Unit for any purpose except during the period of construction.
10. Vehicles. Boats. Campers. etc. With the exception of one (1) operable passenger (that is, non-commercial) vehicle which may be kept in the owner's driveway overnight, all vehicles, inoperable or otherwise (including, but not limited to, automobiles, trucks, campers, trailers, boats, recreational vehicles, snow machines, or other machinery),

will be kept in a garage or other closed structure. Clearly-marked sedan-type patrol vehicles, excluding unmarked patrol vehicles, may be parked on the driveway at any time.

Recreational vehicles, snowmobiles, rafts and ATVs may be parked in the back yards, however, but only under the following conditions: (a) the side of the lot is wide enough to accommodate movement of the recreational vehicle, snowmobile, raft or A TV without encroaching upon the lot of an adjacent owner; (b) the vehicle or equipment remains parked only in the back yard; and (c) the vehicle or equipment is stored behind a six (6) foot fence so that it is not visible from the street. The purpose of this provision is to keep all vehicles and equipment, whether frequently or infrequently used, out of sight. It is recognized that only certain lots will be wide enough to accommodate a recreational vehicle, snowmobile, raft or a RV along the side of the lot. In no instance is there creation of an easement, whether by necessity or prescription, where movement of the vehicle or equipment, whether by mistake or otherwise, encroaches on an adjacent lot.

11. Pets. Livestock. and Poultry. No Unit Owner, resident or guest may permit an animal which he or she owns to annoy another Unit Owner, resident or guest by interfering with the latters' sleep, work or reasonable right to peace or privacy by the animal making repeated and continued noise.

A Unit Owner, resident or guest who owns an animal shall maintain all structures, pens and yards where he or she keeps the animal, and all areas adjacent thereto, in a clean and sanitary condition and free from objectionable odor.

All pets shall be chained, fenced or otherwise restrained at all times. No pet shall be allowed to run freely. Pets secured in the front yard where accessible by children should not be left unattended.

12. Additional Waste Restrictions. Except on the day of trash pick-up, all trash containers must be screened. All equipment for the storage or disposal of such trash, garbage, or other waste shall be kept in a clean and sanitary condition. There shall be no exterior fires whatsoever, except barbecue fires contained within receptacles therefor.

No materials, debris, equipment, garbage, refuse or similarly described items shall be stored at the front or side of a house on a Lot where such items are visible from the street or other Lots. All such items stored shall be removed or screened.

13. Natural Resource Extraction. No natural resource extraction operation of any nature shall be permitted upon or in any Unit, nor shall wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Unit. No derrick or other structure designed for use in oil or natural gas drilling shall be erected, maintained, or permitted upon any Unit.

14. Windows and Facades. No garments, rugs, or other objects shall be hung from the windows or facades of the improvements to a Unit, nor shall any garments, rugs, or other objects be dusted, shaken, or beaten from, about, or upon such windows or facades. Only customary curtains, shades, draperies, or some combination thereof, which are visible from the exterior of the improvements to a Unit, shall be used. Pursuant to and without limiting the foregoing, no newspaper, metal foil, sheets, blankets, or similar materials shall be used as window coverings.

**EXHIBIT G**  
**DESIGN GUIDELINES**  
**FOR**  
**SECLUSION BAY SUBDIVISION**  
**(A Planned Community within Southport)**

**The following design guidelines shall not impose, nor are they intended to impose, any additional warranties upon a Unit Owner or a builder of any structure within the Common Interest Community, other than those warranties provided by statute.**

1. Structure Type. No building or structure shall be erected, altered, placed, or permitted to remain on any Unit other than:
  - (a) one detached single-family dwelling;
  - (b) one garage (Every dwelling must have a garage with a minimum size of nineteen feet (19') by nineteen feet (19'). Larger garages may be permitted by the Initial Construction Committee ("ICC") on a case-by-case basis. Additional pavement beyond what is typical for the width of the garage shall require separate approval and usually will not be approved by the ICC. On Lots located at street corners, the garage must be placed on the side away from the street corner. Side entry doors to the garages are generally discouraged, except where the doors face into the Lot.)
  - (c) fences, gates and associated structures; and
  - (d) any other accessory building, structure, or other item permitted by the ICC or Modifications Committee ("MC"). Only one accessory building will be allowed per Lot. Other than the primary residence, no structure shall have a footprint larger than one hundred twenty (120) square feet. The maximum lot coverage by all buildings shall not exceed thirty percent (30%) of the lot size.
  - (e) Additional modifications to the front of the home such as arctic entries, front porch extensions and decks will not be approved.

None of the items listed above may be constructed, installed, placed or made without the express written approval of the ICC or MC as required by Exhibit E to the Declaration.

2. Cost. Quality and Size. No dwelling smaller than 1,400 square feet of gross floor area for building / living space, excluding porches, garages, covered patios, or sundecks shall be constructed on a Lot unless the ICC expressly waives the size requirement. Any such waiver will be granted only if the ICC, in its sole discretion, determines that the proposal substantially conforms with the intent of these Design Guidelines and the finished appearance contributes to the appearance of the entire neighborhood.

Dwellings to be constructed on any Lot shall have a market value in 2002 dollars of at least \$165,000, including the value of the lot. It is the intention and purpose of these standards to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date this Declaration is recorded. The ICC has the right to waive these dollar amounts in its sale discretion.

3. Building Height. Building height shall conform to the Municipality of Anchorage zoning requirements for Zoning District R-1. Accessory buildings can only be one (1) story and shall not exceed ten (10) feet in height without first obtaining a written variance from the approving committee.

4. Exterior Appearance. Colors. and Materials. To ensure the development of Seclusion Bay Subdivision as a planned community of high standards, the ICC or MC shall be responsible for approving exterior colors to promote a pleasing and compatible neighborhood appearance. In doing so, the ICC or MC shall have the power to approve or disapprove any exterior color and/or trim before application. Such approval or disapproval shall be made by the determination of the appropriate committee designated in Exhibit E to the Declaration ("the approving committee"), in its sole discretion, as to whether the proposed color and/or trim adversely affect(s) the overall appearance of the neighborhood. Overly vibrant colors will be disallowed, as will color schemes that clash with the neighborhood's overall appearance.

Approval will usually not be granted by the approving committee, ICC or MC for any color(s) of a similar color scheme to that of another existing home within visual proximity of one another.

The exterior finish of each side of every home and accessory building shall be of vinyl siding. Exterior colors shall be from a pre-approved color selection.

All roofs shall be of a material, color, and texture as approved by the ICC or MC. Flat roof construction shall not be permitted. The pitch of the roof must exceed five percent. No maximum or minimum pitch is otherwise specified; however, the approving committee's approval or disapproval will be based on the visual impact of the roof on the

Lot or on neighboring Lots, dwellings, roads, and open spaces. The overall appearance of the dwelling shall be an important consideration.

No designer tile or designer block may be placed or permitted to remain on the roof or other projection of any structure on the Lot.

All projections including, but not limited to, chimney flues, vents, gutters, downspouts, utility boxes, porches, railings and exterior stairways shall match the color of the surface from which they project, or shall be of any approved color. Any building projections must be contained within any setback restrictions.

Visual impact of garage doors shall be, minimized by such measures as, but not limited to, location of the dwelling, protective overhangs or projections, special door-facing materials, design, and/or landscaping. Only raised panel garage doors are allowed, unless expressly approved by the approving committee.

5. Placement of Structures. The location of any and all man-made structures is subject to the approval of the ICC. Structures, as defined in the Anchorage Municipal Code, may not encroach into the yard areas as required by the Anchorage Municipal Code.

Minimum setback requirements are as follows:

Front yard:	20 feet
Side yard:	5 feet
Rear yard:	10 feet
Side street - corner Lots	15 feet

unless the ICC approves the reduction of one or more of the setback requirements to the minimum as established by the Anchorage Municipal Code. Front yard setbacks are to be varied to avoid a uniform appearance and the ICC may require additional front yard setbacks.

No separate accessory building shall be erected closer than ten (10) feet to any principal structure on a Lot or any abutting Lot or tract. No accessory structure shall be erected within ten (10) feet of any lot line.

No structure or apparatus serving as playground or recreation equipment for children which obstructs sight lines at elevations between two and one-half (2-1/2) and eight (8) feet above the roadways may be placed to remain on a 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 property lines extended.

Basketball hoops may not be attached to the primary structure on a Lot. Ground mounted basketball hoops may not be installed in front or side yards where they are visible

from the street unless they are screened by a six (6) foot wood fence. All portable basketball hoops must be placed and used in the driveway, not in the street or on a public sidewalk. All portable basketball hoops must be stored out of sight from the street or from the other Lots during the winter season.

No mailboxes or other improvements, other than plant material, natural stone and/or trail, shall be constructed in the area across from and west of the entry road from Southport Drive to Seclusion Bay Subdivision. No improvements, other than plant material or natural stone, shall be constructed in the vegetated areas along Bayshore and Southport Drive.

6. Completion of Construction. Once commenced, any construction of a dwelling must be pursued to completion with diligence and continuity, and in no event shall such construction period exceed one year, except for certain interior unfinished areas previously approved by the ICC. During the course of construction, the Unit Owner or builder shall protect from damage contiguous pavements, curbs, walks, streets, shoulders, and utility structures in the vicinity of, or leading to the construction area, and shall keep pedestrian and road rights-of-way, as well as drives, reasonably clear of equipment, building materials, dirt, debris, and similar items. No buildings constructed elsewhere shall be moved to or placed on any Lot except with the approval of the ICC. No building shall be in any manner occupied while in the course of original construction or until it complies with all applicable requirements of the Declaration, the Municipality of Anchorage, and this Exhibit. All other improvements shall be completed within ninety days following commencement of construction.

7. Fences. No fence or wind wall may exceed six (6) feet in height. No fence or wind wall shall be erected until after the plans for such fence or wall are approved in writing by the ICC. An approved six (6) foot wood fence must be installed to provide privacy screening prior to installing a shed, dog run, pens, garden enclosures, hot tub, play equipment, play house, firewood, extra large decks, etc. No fence or wall shall be erected or placed in the front yard of any Lot nearer to the street than the front of the residence unless otherwise approved by the ICC. ("Front of the residence" means the structural wall of the primary residence or structure and not the roof eaves, porch or deck.) No metal, plastic, chain link, processed wood, or wood link fences shall be allowed in the planned community. Only natural wood fences shall be permitted; however, posts and their brackets may be metal or processed wood with approval of the approving committee. All fences must be left in their natural wood condition preserved by a clear sealant only. No staining or painting of fences shall be permitted. All fences must be properly maintained as an attractive addition to the Lot. Fences include dog runs, pens, garden enclosures, and any other visible exterior boundary dividers.

No fence may exceed six (6) feet in height, including any decorative lattice trim at the top of the fence. The approving committee may expressly waive, on a case-by-case

basis for individual Unit Owners, the six (6) feet height limitation for decorative gate arbors and allow up to a maximum height of eight (8) feet.

Chain link dog runs are prohibited. All dog runs shall be constructed of wood and painted to match the color of the primary residence or structure on the Lot.

Alternating board fences usually will not be approved, especially on Lots located on street corners or where the fence is close to a street. This is because such fences do not provide adequate screening. Alternating board fences will be considered on a case-by-case basis for individual Unit Owners by the approving committee.

8. Landscaping. It is the intent of Declarant to require that landscaping be completed promptly after construction is completed. All homes substantially completed between and including the dates of July 1st and May 1st of the following year are to be landscaped no later than the first of August of that following year. Homes substantially completed after May 1st and on or before June 30th of the same year must be landscaped by August 15th of that same year. All walkways, driveways, and parking areas shall be paved with a concrete or asphalt compound to standards prescribed by traffic engineering. Gravel parking pads are expressly prohibited and will not be approved. The lawn area located between the curb and the sidewalk must be planted and maintained by the Unit Owner. Gravel shall be used for accent purposes only and such use shall be limited to the following areas: (i) on the sides of the driveway; (ii) around the house roof drip lines; and (iii) inside bordered planters surrounding trees, shrubs and other plants. Vegetable gardens are not permitted in the front yard of a Lot without the express written approval of the approving committee. All Unit Owners must submit their landscaping plans to the ICC for approval and all tree removal, tree thinning, vegetation removal, or planting of new trees or vegetation must be in accordance with an approved landscape plan.

No keystone block may be used by a Unit Owner for the purpose of private landscaping, nor may it be permitted to remain as part of the private landscaping on a Lot. Only wood, natural rock, or poured concrete with a washed pebble surface is acceptable for purposes of constructing non-structural landscaping and retaining walls.

No artificial plants may be used by a Unit Owner for purposes of private landscaping, nor may they be permitted to remain as part of the private landscaping on a Lot. The use of natural shrubs and trees as part of private landscaping shall be conditioned upon the approval of the ICC. Black spruce trees shall not be used to meet the evergreen tree requirements.

No planters, trees or bushes are allowed in the front yard or the side yard on a corner lot within the right-of-way which is thirty (30) feet from the center of a roadway. Flowers and plants will be considered for approval on a case-by-case basis. No improvements other than plant material, natural unfinished cedar, or natural stone, shall

be constructed in any landscaping easements. Additionally, a Unit Owner shall place no trees or shrubs in any landscaping or utility easement. The Unit Owner shall maintain any fences constructed by Declarant in a landscaping easement.

Declarant shall, at its own expense, construct and landscape a project monument sign, identical to others in Southport, at the South port Drive entrance to Seclusion Bay Subdivision.

9. Trees. No Unit Owner shall be permitted to completely clear a Lot where standing trees of size and beauty exist. Space may be cleared for construction and trees may be thinned, so long as the maximum natural beauty and aesthetic values of such trees are retained. A minimum of two evergreen trees of not less than six (6) feet in height and one deciduous tree of not less than eight (8) feet in height and a minimum of four (4) shrubs not less than two (2) feet in height are to be maintained on the front portion of each Lot. The front portion of a Lot for the purpose of this section shall be limited to the area between the front of the building and where the right-of-way meets the front property line. Trees and vegetation in the rear and sides of the Lot are not to be substituted for the vegetation required in this paragraph. Upon prior written request, the ICC may approve deviations from these requirements to accommodate lot size, shape and/or topography.

No shrubs or shrubby trees shall be used to fulfill any of the above requirements for trees.

On corner Lots, for the purpose of planting trees, the front portion of a Lot may, at the discretion of the approving committee, include up to one-half of the house width on the side facing the side street. The height of all trees shall be measured from the top of the tree to the base of the tree, which shall remain above ground level when planted. The root ball of a tree shall not be included when measuring the height of a tree. Any landscaping installed by Declarant or the Municipality of Anchorage cannot be used to meet the tree and shrub requirements of this section.

If the approving committee approves a tree for removal, the stump must be removed below ground level and the area seeded with grass or replaced with sod.

Any dead or obviously damaged trees or shrubs shall be replaced within thirty (30) days of receiving written notice from Declarant or Declarant's representative.

10. Exterior Lighting. All exterior lighting fixtures shall: 1) broadcast light downward and at no more than a 30 degree angle from the perpendicular line between the fixture and the ground, and 2) not reveal any exposed light source beyond the lot line. This shall not prohibit accent and flood lighting that is directed towards the home so long as it does not shine directly beyond the lot. All other forms of lighting shall not be installed without prior written approval from the approving committee. Generally, mercury vapor

lights, street-light style, and broadcast area lighting will not be approved for use. Low wattage entry bulbs may be approved on a case by case basis. Exterior lighting shall be identified on plans.

#### 11. General Modification.

As part of Seclusion Bay Subdivision's new home architectural enhancements, the following are general modifications to plans that were previously developed by the Declarant:

- (a) add second story side master bedroom or living room windows to homes on corner lots;
- (b) use/build shorter plans on corner lots to give "wide-street entrance feel";
- (c) add box roof trim to all homes (also known as architectural gable returns);
- (d) make sure plot plans maximize perception of space between houses when going into a cul-de-sac, arrange entry to entry;
- (e) vary front yard setbacks to create a more diversified streetscape;
- (f) neck down driveways one and one-half (1.5) feet on each side, near property line to provide more landscaped area;
- (g) select exterior lighting package, which casts light downward, Le., half moon reflecting downward. Select house numbers that coordinate with exterior lighting;
- (h) front door to have half-moon windows if house front elevation has a halfround front window, Le., provide window in front door similar to window in front elevation;
- (i) where possible, living room/family room walls with no windows to have a four-foot (4') wide and one-foot, six-inch (1'6") tall window installed for indirect natural light.

12. Compliance Obligation. Unit Owners shall at all times maintain their Unit in compliance with the terms and conditions of this Declaration. The transfer of title to a Unit does not waive the new Unit Owner(s) of the obligation to comply with this Declaration, regardless of whether any violations existed at the time of transfer of title. Any and all violations must be brought into compliance prior to the issuance of any resale certificate.

13. General Upkeep and Maintenance of Units. All Unit Owners are required under the terms and conditions of this Declaration to maintain their Units and structures located thereon in a clean and tidy condition, free from any junk or trash. The exterior of all structures on Units shall be maintained in such a manner as to prevent deterioration. Any Unit Owner failing to do so shall be in direct violation of this Declaration.

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