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University of Alaska

**NOTICE NO. 3 OF ANNEXATION OF REAL PROPERTY
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PEREGRINE HEIGHTS SUBDIVISION**

The BOARD OF REGENTS OF THE UNIVERSITY OF ALASKA, as Trustee for the University of Alaska, a corporation created under the Constitution and laws of the State of Alaska, whose address is 3890 University Lake Drive, Suite 103, Anchorage, Alaska 99508, the Declarant under that certain Master Declaration of Covenants, Conditions, and Restrictions for Peregrine Heights Subdivision dated July 22, 1994, and recorded in the Fairbanks Recording District, Fourth Judicial District, State of Alaska on August 19, 1994, in Book 0870, at Pages 351 through 361 ("Declaration") hereby gives notice pursuant to Article VI of said Declaration as follows:

1. The provisions of that Declaration shall apply to the following real property:

Lots 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, and 38, Block 3; Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22, Block 4; Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24, Block 5; Peregrine Heights Subdivision, Phase IV, according to the Plat filed on September 18, 2006, as Plat Number 2006-149, records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

The real property described above is hereby annexed into the real property described as PEREGRINE HEIGHTS SUBDIVISION in said Declaration within the meaning of Article VI thereof. The real property described above shall be subject to all the terms and conditions of the Declaration and all amendments previously or hereafter recorded in the Fairbanks Recording District, Fourth Judicial District, State of Alaska or successor.

Know all persons by these presents that the undersigned has hereunto set her hand the day and year herein written.

UNIVERSITY OF ALASKA

Mari E. Montgomery
By: Mari E. Montgomery, Director
Land Management

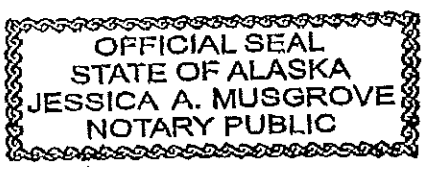
09-08-06
Date

ACKNOWLEDGMENT

STATE OF ALASKA)
): ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 8th day of September, 2006, before me, the undersigned Notary Public, in and for the State of Alaska, duly commissioned and sworn as such, personally appeared to me **MARI E. MONTGOMERY**, the Director of Land Management, University of Alaska, a corporation created under the Constitution and laws of the State of Alaska, and who acknowledged to me that she executed the within and foregoing document on behalf of said corporation by authority of its Board of Regents, as the voluntary act and deed of said corporation, for the uses and purposes stated therein.

WITNESS my hand and official seal the day and year herein and above written.



Jessica A. Musgrove
Notary Public in and for Alaska
My Commission Expires: 03.16.2009

After recording return to:
University of Alaska
Land Management
3890 University Lake Drive, Suite 103
Anchorage, Alaska 99508



2006-024359-0

Recording Dist: 401 - Fairbanks
9/25/2006 12:19 PM Pages: 1 of 3

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University of Alaska

**AMENDED NOTICE NO. 2 OF ANNEXATION OF REAL PROPERTY
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PEREGRINE HEIGHTS SUBDIVISION**

Notice No. 2 of Annexation of Real Property Master Declaration of Covenants, Conditions and Restrictions for Peregrine Heights Subdivision was recorded on December 16, 2003, Serial Number 2003-033515-0, in the Fairbanks Recording District, Fourth Judicial District, State of Alaska; and is being amended to reflect the addition of Peregrine Heights Subdivision, Phase III recording date, December 16, 2003 and Plat No. 2003-138.

After recording return to:

**University of Alaska
Land Management
3890 University Lake Drive, Suite 103
Anchorage, Alaska 99508**

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University of Alaska

**NOTICE NO. 2 OF ANNEXATION OF REAL PROPERTY
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PEREGRINE HEIGHTS SUBDIVISION**

The **BOARD OF REGENTS OF THE UNIVERSITY OF ALASKA**, as Trustee for the University of Alaska, a corporation created under the Constitution and laws of the State of Alaska, whose address is 3890 University Lake Drive, Suite 103, Anchorage, Alaska 99508, the Declarant under that certain Master Declaration of Covenants, Conditions, and Restrictions for Peregrine Heights Subdivision dated July 22, 1994, and recorded in the Fairbanks Recording District, Fourth Judicial District, State of Alaska on August 19, 1994, in Book 0870, at Pages 351 through 361 (hereinafter referred to as "Declaration") hereby gives notice pursuant to Article VI of said Declaration as follows:

1. The provisions of that Declaration shall apply to the following real property:

Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27, Block 3; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 4; and Lot 1 Block 5, Peregrine Heights Subdivision, Phase III, according to the Plat filed on December 16, 2003, as Plat Number 2003-138, records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

The real property described above is hereby annexed into the real property described as PEREGRINE HEIGHTS SUBDIVISION in said Declaration within the meaning of Article VI thereof. The real property described above shall be subject to all the terms and conditions of the Declaration and all amendments previously or hereafter recorded in the Fairbanks Recording District, Fourth Judicial District, State of Alaska or successor.

Know all persons by these presents that the undersigned has hereunto set her hand the day and year herein written.

UNIVERSITY OF ALASKA

Mari E. Montgomery
By: Mari E. Montgomery, Director
Land Management

12-05-03
Date



ACKNOWLEDGMENT

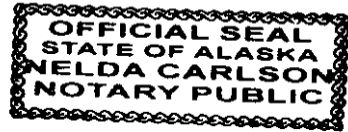
STATE OF ALASKA)
): ss
THIRD JUDICIAL DISTRICT)

~~THIS IS TO CERTIFY~~ that on this 5th day of December 2003, before me, the undersigned Notary Public, in and for the State of Alaska, duly commissioned and sworn as such, personally appeared to me **MARI E. MONTGOMERY**, the Director of Land Management, University of Alaska, a corporation created under the Constitution and laws of the State of Alaska, and who acknowledged to me that she executed the within and foregoing document on behalf of said corporation by authority of its Board of Regents, as the voluntary act and deed of said corporation, for the uses and purposes stated therein.

WITNESS my hand and official seal the day and year herein and above written.

Nelda Carlson
Notary Public in and for Alaska
My Commission Expires: 11.22.04

After recording return to:
University of Alaska
Land Management
3890 University Lake Drive, Suite 103
Anchorage, Alaska 99508



Fairbanks Recording District



2 of 2
2003-033515-0



3 of 3
2006-024359-0

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University of Alaska

**NOTICE NO. 2 OF ANNEXATION OF REAL PROPERTY
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PEREGRINE HEIGHTS SUBDIVISION**

The BOARD OF REGENTS OF THE UNIVERSITY OF ALASKA, as Trustee for the University of Alaska, a corporation created under the Constitution and laws of the State of Alaska, whose address is 3890 University Lake Drive, Suite 103, Anchorage, Alaska 99508, the Declarant under that certain Master Declaration of Covenants, Conditions, and Restrictions for Peregrine Heights Subdivision dated July 22, 1994, and recorded in the Fairbanks Recording District, Fourth Judicial District, State of Alaska on August 19, 1994, in Book 0870, at Pages 351 through 361 (hereinafter referred to as "Declaration") hereby gives notice pursuant to Article VI of said Declaration as follows:

1. The provisions of that Declaration shall apply to the following real property:

Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, and 27, Block 3; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 4; and Lot 1 Block 5, Peregrine Heights Subdivision, Phase III, according to the Plat filed on December 16, 2003, as Plat Number 2003-138, records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

The real property described above is hereby annexed into the real property described as PEREGRINE HEIGHTS SUBDIVISION in said Declaration within the meaning of Article VI thereof. The real property described above shall be subject to all the terms and conditions of the Declaration and all amendments previously or hereafter recorded in the Fairbanks Recording District, Fourth Judicial District, State of Alaska or successor.

Know all persons by these presents that the undersigned has hereunto set her hand the day and year herein written.

UNIVERSITY OF ALASKA

Mari E. Montgomery
By: Mari E. Montgomery, Director
Land Management

12-05-03
Date

ACKNOWLEDGMENT

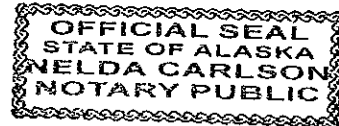
STATE OF ALASKA)
) : ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 5th day of December 2003, before me, the undersigned Notary Public, in and for the State of Alaska, duly commissioned and sworn as such, personally appeared to me **MARI E. MONTGOMERY**, the Director of Land Management, University of Alaska, a corporation created under the Constitution and laws of the State of Alaska, and who acknowledged to me that she executed the within and foregoing document on behalf of said corporation by authority of its Board of Regents, as the voluntary act and deed of said corporation, for the uses and purposes stated therein.

WITNESS my hand and official seal the day and year herein and above written.

Nelda Carlson
Notary Public in and for Alaska
My Commission Expires: 11.22.04

After recording return to:
University of Alaska
Land Management
3890 University Lake Drive, Suite 103
Anchorage, Alaska 99508



Fairbanks Recording District



NOTICE NO. 1 OF ANNEXATION OF REAL PROPERTY
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PEREGRINE HEIGHTS SUBDIVISION

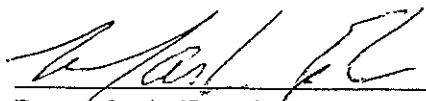
The BOARD OF REGENTS OF THE UNIVERSITY OF ALASKA, as Trustee for the University of Alaska, a corporation created under the Constitution and laws of the State of Alaska, and acting through its Statewide Office of Land Management, the Declarant under that certain Master Declaration of Covenants, Conditions, and Restrictions for Peregrine Heights Subdivision dated July 22, 1994, and recorded in the Fairbanks Recording District, Fourth Judicial District, State of Alaska on August 19, 1994, in Book 870, at Pages 351 through 361 (hereinafter referred to as "Declaration") hereby gives notice pursuant to Article VI of said Declaration that the provisions of that Declaration shall apply to the following real property:

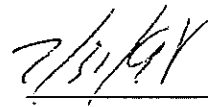
Lots 19-33, Block Two; and Lots 1-16, Block Three, Phase 2, Peregrine Heights Subdivision, according to the Plat filed on July 24, 1998, as Plat Number 98-74, records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

The real property described above is hereby annexed into the real property described as PEREGRINE HEIGHTS SUBDIVISION in said Declaration within the meaning of Article VI thereof. The real property described above shall be subject to all the terms and conditions of the Declaration and all amendments previously or hereafter recorded in the Fairbanks Recording District, Fourth Judicial District, State of Alaska or successor.

Know all persons by these presents that the undersigned has hereunto set his hand the day and year herein written.

UNIVERSITY OF ALASKA


By: Martin Epstein, Director
Statewide Office of Land Management


Date

RECEIVED
OFFICE OF LAND MANAGEMENT

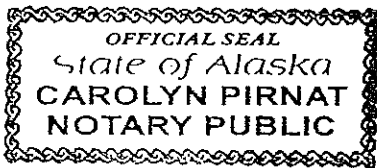
DIST. NOV 25 1998 LOG #

ACKNOWLEDGMENT

STATE OF ALASKA)
) : ss
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 31st day of July, 1998, before me, the undersigned Notary Public, in and for the State of Alaska, duly commissioned and sworn as such, personally appeared to me MARTIN EPSTEIN, the Director of the Statewide Office of Land Management, University of Alaska, a constitutional corporation organized and existing under the laws of the State of Alaska, and who acknowledged to me that he executed the within and foregoing document on behalf of said corporation by authority of its Board of Regents, as the voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year herein and above written.



Carolyn Pirnat
Notary Public in and for Alaska
My Commission Expires: 10-11-00

After Recording Return To:
University of Alaska
Statewide Office of Land Management
3890 University Lake Drive, Suite 103
Anchorage, Alaska 99508

019074 18- 1998 AU-6 AM 9:10
FAIRBANKS cc REQUESTED BY
RECORDING DISTRICT SOLM/UAFF

MASTER DECLARATION
of
COVENANTS, CONDITIONS AND RESTRICTIONS
for
PEREGRINE HEIGHTS SUBDIVISION

THIS DECLARATION of covenants, conditions and restrictions is made this 22 day of July, 1994 by the BOARD OF REGENTS OF THE UNIVERSITY OF ALASKA, as trustee for the University of Alaska, a corporation created under the constitution and laws of the State of Alaska, and acting through its Statewide Office of Land Management (hereinafter referred to as "Declarant").

WHEREAS, the Declarant is the owner of the following described real property:

Block 1 and Block 2, Phase 1, Peregrine Heights Subdivision, according to the Plat filed 8-19-94 as Plat Number 94-100, Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska

(hereinafter referred to as "Property"); and

WHEREAS, Declarant has established a general plan for the phased development of Peregrine Heights Subdivision and desires to create certain covenants, conditions and restrictions to a) insure the enhancement and preservation of property values; b) provide for proper design, development, improvement and use of the Property; c) create a residential development of high quality; and d) promote the health, safety and welfare of the residents; and

WHEREAS, additional land owned by the Declarant, identified in the Master Plan for Peregrine Heights Subdivision, may be platted and developed for uses similar to that of the Property, upon election of the Declarant, such additional property shall become subject to the terms of this Master Declaration by annexing the same as provided herein; and

WHEREAS, Declarant will establish Peregrine Heights Subdivision Owners' Association under the laws of the State of Alaska for the purpose of exercising the powers and functions aforesaid; and

WHEREAS, Peregrine Heights Subdivision will be developed in several phases, each having unique characteristics, needs and requirements. Declarant may, from time to time, promulgate further conditions, covenants, restrictions and easements as "Supplemental Declarations" relating to particular tracts or parcels of real property within Peregrine Heights Subdivision;

NOW THEREFORE, Declarant hereby creates, declares and establishes the following covenants, easements, reservations and requirements which shall run with the Property as provided by law and shall be binding on all parties and all persons claiming under them, for the benefit of and limitation on all present and future owners in such Property. Covenants, conditions and restrictions hereinafter set forth shall apply to each and every Lot in the Property.

Notwithstanding the foregoing, no provision of this Master Declaration shall be construed or enforced to prevent or limit Declarant's right to complete development of the entire Peregrine Heights Subdivision in accordance with the Master Plan therefore as the same exists or may be modified from time to time by the Declarant nor prevent normal construction activities during the construction of improvements upon any Lot on the Property.

I. DEFINITIONS

As used in this Master Declaration, unless context otherwise specifies or requires, the words and phrases herein shall be defined as follows:

Annexation: The process by which additional tracts or parcels of land not initially part of the Property are made subject to this Master Declaration.

Articles: The Articles of Incorporation of the Peregrine Heights Subdivision Owners Association, including any amendments thereto duly adopted.

Assessment: A payment required of Association members, including Regular, Special or Limited Assessments as provided in this Master Declaration.

Association: Peregrine Heights Subdivision Owners' Association, an Alaska non-profit corporation.

Board: The duly elected and qualified Board of Directors of the Association.

Building: A structure constructed on a Lot on a temporary or permanent basis and unless specified to the contrary, shall include all other appurtenances and improvements thereto or used in connection therewith.

By-Laws: The By-Laws of the Association, including any amendments thereto duly adopted.

Declarant: The undersigned owner of the land comprising the Property.

Dwelling: A residential dwelling unit together with garages and other structures on the same Lot.

Deed of Trust: A mortgage as well as a deed of trust.

Improvement: Includes, but is not limited to, buildings, outbuildings, roads, driveways, parking areas, water wells, septic tanks, seepage pits and leach fields, fences screening walls and barriers, retaining walls, stairs, decks, waterlines, sewers, electrical and gas distribution facilities, poles, signs, loading areas and all other structures and installations, whether above or below the land surface.

Limited Assessment: An Assessment levied by the Association upon one or more Lots, but not upon all Lots within the Property, for the specific purpose of securing payment by the Owner(s) thereof of amounts expended by the Association to correct a condition prohibited or to cure an Owner's breach thereunder.

Lot: A portion of the Property which is a legally described tract or parcel of land or which is designated as a Lot on any recorded subdivision plat relating to the Property.

Master Declaration: This instrument as it may be amended from time to time.

Master Plan: The overall development plan prepared by the Declarant for the whole of Peregrine Heights Subdivision, including the Property described in the Master Declaration.

Member: Any person(s) who is an Owner of a Lot within the Property.

Mortgage: A deed of trust as well as a mortgage.

Mortgagee: A beneficiary under, or holder of, a deed of trust as well as a mortgagee under a mortgage.

Owner: A person or persons or other legal entity or entities, including the Declarant, holding title to a Lot in the Property, excluding those having such interest merely as security for the performance of an obligation, but including any Mortgagee or other security holder provided said Mortgagee or other security holder is in actual possession of a Lot as a result of foreclosure or otherwise and any person taking title through such Mortgagee or other security holder by purchase at foreclosure sale or otherwise.

Plat: A final subdivision plat covering any real property in Peregrine Heights Subdivision, as recorded in the Fairbanks Recording District, Fourth Judicial District, State of Alaska, as may be amended by duly recorded amendments thereto.

Property Line: The boundary between any Lot within the Property and all other Lots and Streets bordering upon said Lot.

Record, Recorded, Recordation: Shall mean, with respect to any document, the recordation of said document in the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

Regular Assessment: An assessment levied by the Association to provide funds to pay the ordinary estimated expenses of the Association.

Special Assessment: An assessment levied by the Association other than a Regular or Limited Assessment.

Street: Any street, highway, road or thoroughfare within or adjacent to the Property and shown on any recorded subdivision or parcel map or record of survey, whether designated thereon as a street, boulevard, place, drive, road, court, terrace, way, lane, circle or otherwise.

II. MEMBERSHIP

1. **Membership.** Every Owner shall be a member of the Association. The terms and provisions set forth in this Master Declaration, which are binding upon all Owners, are not exclusive, as Owners shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the Bylaws of the Association to the extent the provisions thereof are not in the terms and provisions of the Declaration, Bylaws and Articles of Incorporation, the terms of this Master Declaration shall prevail. 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 Owners shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to assessment by the Association. Ownership of a Lot shall be the sole qualification for membership. Not more than one membership shall exist based upon ownership of a single Lot.
2. **Transfer.** The membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the conveyance of such Lot and then only to the purchaser or deed of trust holder of such Lot.
3. **Voting Rights.** The Association shall have two (2) classes of voting membership.
 - a. **Class A.** Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person 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.

- b. Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership.

All voting rights shall be subject to the restrictions and limitations provided herein and in the Bylaws of the Association.

III. COVENANT FOR MAINTENANCE ASSESSMENTS

1. **Creation of a Lien and Personal Obligation of Assessments.** The Owner 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 assessments of the Association, as set forth in the Bylaws of the Association. The assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The personal obligation shall not pass to a successor in title unless expressly assumed by them.

IV. DUTIES AND POWERS OF THE ASSOCIATION

1. **General Duties and Powers.** In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:
- a. Enforce the provisions of this Master Declaration by appropriate means, including without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions, the promulgation of the Association rules as provided in the Bylaws which shall include the establishment of a system of fines or penalties enforceable as a Special Assessment also as provided for in the Bylaws;
 - b. Maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purpose of and protecting the interest of the Association and its members;
 - c. Contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association;
 - d. Establish and maintain a working capital and contingency funds in an amount to be determined by the Board of Directors of the Association.
2. **Association Rules.** The Association shall also have the power to adopt, amend and repeal such rules and regulations as it deems reasonable (hereinafter referred to as the "Association Rules"). The Association Rules shall cover such matters in furtherance of the purpose of the Association; provided, however, that the Association rules may not discriminate among Owners and shall not be inconsistent with this Master Declaration, the Articles or By-laws.

V. PROTECTIVE COVENANTS

1. **Residences.** No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) dwelling, not to exceed three (3) above ground levels or thirty-five feet (35') in height, whichever is less, and not to provide for more than two (2) single family units. Accessory buildings, such as garages or other buildings customarily adjunctory to a place of residence, shall be of a permanent nature and of harmonious design and appearance with each other and with the dwelling house.
2. **Business or Commercial Activity.** Professional or administrative activities may be permitted within a residential dwelling, provided that it is completely contained within the dwelling such that there is no indication from the exterior of the dwelling that is being used in part for home occupation purposes and provided that not more than fifty percent (50%) of the floor area of the dwelling be devoted to home occupation, and provided further that it does not violate any other covenants contained herein. This provision is not meant to prohibit the placement of a sign on the dwelling according to the guidelines established in Paragraph V.9.
3. **Dwelling Size and Quality.** The minimum permitted dwelling size for this Property shall be one thousand (1,000) square feet, exclusive of basement, decks, garages and open porches. For a dwelling of two (2) or more levels the ground floor area must be at least eight hundred (800) square feet. The exterior of said dwelling shall be completed within two (2) years after the beginning of construction, and finished with an acceptable, recognized, manner as the exterior within two (2) years after the beginning of construction. A completed dwelling is one which is capable of being approved under a conventional, long-term financing program. All dwellings shall be constructed and designed to assure conformance to minimum standards of the Federal Housing Administration and State and local building code requirements as of the year of construction.
4. **Building Location**
 - a. No buildings or portion thereof, including water wells, septic tanks, seepage pits, or leach fields shall be located on any Lot nearer than thirty-five (35) feet to any Lot line. Exceptions of individual Lots may be granted by the Association if the Lot Owner submits a site plan which demonstrates to the Association's satisfaction, that topographic considerations make strict application the setbacks undesirable or impractical. Additionally, per State of Alaska Department of Environmental Conservation ("DEC") requirements, no septic tanks, seepage pits or leach fields shall be located within one hundred (100) feet of a well or water body.
 - b. For the purpose of this covenant, eaves, stoops and open porches shall be considered as a part of a building.
5. **Easements and Dedicated Land.** Easements for installation and maintenance of utilities and water drainage are reserved as shown on the recorded plat. Within these easements, no structure or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or drainage systems. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, service district or utility company is responsible.

Common driveway easements platted on some of the Lots benefit both the Lot that the easement physically attaches to and the Lot adjacent to the Lot that the easement physically attaches to. No structure or planting shall be placed or permitted to remain within these

common driveway easements which may interfere with the use of the easement for access purposes by either Lot. It is anticipated that the cost of driveway construction and maintenance will be shared by the Owners.

6. **Parking.** Each Owner shall provide adequate off-street parking for all vehicles within the set-back restrictions of each Lot and no vehicle shall be parked on the streets of the subdivision.
7. **Nuisances.** No noxious or offensive activity, including, but not limited to, noise disturbances caused by recreational or non-recreational motorized vehicles, shall be carried on upon any Lot or subdivision road, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Specifically, a) the parking of commercial vehicles or the use of land for the storing of vehicles, machinery, surplus equipment, scrap or any other items not directly connected with the use of the land for strictly residential purposes is specifically declared to be a nuisance within the meaning and intent hereof; and b) the collection and keeping of non-operating motor vehicles and other non-operating machinery of any other type is prohibited; and c) the parking of vehicles, storage of coal, wood, or any other materials on subdivision roadways is strictly prohibited.
8. **Temporary Structures.** No structure of a temporary character such as a trailer, tent, barn, shack, garage, mobile home with or without a foundation, modular home or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, unless the same is present for the actual construction or repair of a structure located on a Lot. Note: A Conditional Use Permit from the Fairbanks North Star Borough is required for the temporary location of a mobile home on a Lot within the Subdivision. A basement may be used as a temporary residence but in no event shall a basement be used as a temporary residence for more than twenty-four (24) months after construction of the basement has begun.
9. **Signs.** No sign of any kind shall be displayed to the public view on any Lot except one (1) professional sign of not more than six (6) square feet, one (1) sign of not more than nine (9) square feet advertising the Lot for sale or rent, signs used by a builder or developer to advertise a Lot during the construction and sales period, and the permanent subdivision signs.
10. **Livestock, Poultry and Pets.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs (a maximum of two), cats (a maximum of three), or other strictly household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No pets or animals shall be allowed to constitute a nuisance. No vicious animal, as defined by the local governmental agency or the Peregrine Heights Owners' Association, may be kept on any Lot.
11. **Garbage and Refuse Disposal.** No Lot, nor any part thereof, shall be used as a dumping or storage ground for refuse or rubbish of any kind whatsoever. Trash, garbage and other waste shall be kept in sanitary containers; accumulated trash, garbage and other waste shall be dispensed of not less than once weekly. Containers and equipment used for the storage or disposal of refuse shall be maintained in a clean and sanitary condition, in accordance with the regulations of the Alaska Department of Health, or its successor.
12. **Subsurface Estate.** The subsurface estate of each Lot is reserved to the Declarant. No gravel or other material may be removed from the Lots at any time, except as necessary for the excavation of the foundation of a single-family dwelling, accessory building or for landscaping purposes on the Lot.

13. **Wetlands.** No filling of wetlands shall be permitted unless a permit or other approval from the United States Army Corps of Engineers is first obtained.
14. **Clearing and Burning.** Bulldozers and/or other heavy equipment may be used to clear driveway and dwelling sites only. To preserve the natural environment, clearing or thinning of other trees or brush on the Lots shall be hand cleared. Any slash, stumps, berm piles, and surface debris created by clearing operations are to be disposed of in accordance with state and local permitting requirements, or removed from the Property so as not to be offensive to adjacent property Owners or the general public. All cleared or exposed soil surface disturbed by construction or landscaping activity is to be reseeded to provide a suitable ground cover that will prevent soil erosion.
15. **Drainage Ditches and Culverts.** No obstructions shall be placed in drainage ditches adjoining any Lot. Metal culverts of a diameter of not less than twelve (12) inches shall be placed under driveways leading from roads or streets onto said Lot, to avoid obstruction of said ditch; provided however, that if a larger diameter culvert is required by the Fairbanks North Star Borough or the state Department of Transportation and Public Facilities, or their successors, the more stringent requirements shall prevail.
16. **Driveways.** The first thirty (30) feet of all driveways shall have the same or better quality finish surface as the subdivision road from which they initiate. The cost of this driveway finish surface shall be borne by the Owner of each Lot, and shall be completed prior to Building occupancy by the Owner. In the event the subdivision road surface is upgraded after the start or completion of any building construction, the Lot Owner shall, within one (1) year, upgrade his/her driveway to the same or better quality road surface at his/her own expense.
17. **Water Runoff.** All driveways that have water runoff downhill into the main road will put a crown on said driveway and ditches along sides of this driveway to prevent any water from flowing out into the main road causing any type of erosion or deterioration. If erosion or deterioration occurs, the Owner of the driveway will be responsible for repair work needed to be done to a main road to bring it back to original standards before damage was done by the runoff.
18. **Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed a distance of thirty (30) feet from any road intersection, or in case of a rounded Lot corner at a road intersection measuring thirty (30) feet from the edge of the road surface and the corner of the Lot lines as if the Lot lines were extended. The same line of sight limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Notwithstanding the above, in the event an authorized agency requires a more stringent standard then the more stringent stand shall apply.
19. **Subdivision.** No Lot may be reduced in size by resubdivision, except that Owners of three or more contiguous Lots may divide the inner or middle Lot, thus increasing the size of the two (2) remaining Lots which shall then be created for all purposes pertinent to these covenants as enlarged single Lots.
20. **Sewage Disposal.** No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the

requirements, standards and recommendations of the DEC. Approval of such system as installed shall be obtained from such authority.

21. **Condition of Property and Improvements.** The Owner or occupant of any Lot shall at all times keep the Lot and the improvements and appurtenances thereon in a safe and clean condition and comply at its own expense in all respects with all applicable governmental health, fire and safety ordinances, regulations, requirements and directives. No Improvements upon any Lot shall be permitted to fall into disrepair and each such Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished.
22. **Service Area.** These covenants shall not prevent the Declarant and/or the Owners of Lots within the Property from organizing or petitioning to establish a service area, or to annex the Property into an existing Service Area for the purpose of making additional improvements or providing for road maintenance, snow removal or other related services; provided, however, that the Declarant shall not be liable to pay, but may chose to pay any costs, fees or special assessments levied against its interest in the Property stemming from the establishment of any Service Area.
23. **Zoning.** Notwithstanding the above, should all or any portion of the Property be affected by a zoning ordinance established by any competent authority that is more restrictive than the Provisions contained herein, then the more restrictive zoning provisions shall prevail. In no event are these covenants, conditions and restrictions intended to provide for less restrictive use of land within the Property than allowed by existing zoning.

VI. GENERAL PROVISIONS

1. **Term.** This Master Declaration is to run with the land and shall be binding on all parties and all persons claiming under them, except the Declarant who is hereby specifically exempted from same, for a period of twenty-five (25) years from the date this Master Declaration is recorded, after which time said Master Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of said Lots have been recorded, agreeing to change said Master Declaration in whole or in part.
2. **Notices.** In each instance in which notice is to be given to an Owner, the same shall be in writing and may be delivered personally, in which case personal delivery of such notice shall be to one or two or more co-Owners, or such notice may be delivered by United States mail, certified or registered, postage prepaid, to the Owner at the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Lot, and any notice so deposited in the mail within Alaska shall be deemed delivered forty-eight (48) hours after such deposit.
3. **Non-Liability of Officials.** To the fullest extent permitted by law, neither the Board, nor any of the committees of the Association or any member thereof shall be liable to any member or the Association for any damage, loss or prejudice suffered or claimed on account of any decisions made in the course of action, act, omission, error, negligence or the like, made in good faith by the Board or committees or any member thereof.
4. **Violation or Breach of Covenant, Failure of Owner to Comply.** The failure of any Lot Owner to comply with provisions of the Master Declaration and the Bylaws will give rise to a cause of action in the Association and any aggrieved Owner for the recovery of damages, or for injunctive relief, or both.

5. **Enforcement.** Each Lot Owner shall be primarily liable for the violation or breach of any covenant, condition or restriction herein contained. Violation or breach of any covenant, condition or restriction herein contained shall give to the Association, following thirty (30) days' written notice to the Owner in question except in exigent circumstances, when in the Association's sole opinion immediate entry is required and no advance written notice is necessary, (a) the right, privilege and license to enter upon the Lot where said violation or breach exists and to summarily abate and/or remove, at the expense of the Owner thereof, any improvement, structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof; and/or (b) the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these covenants, conditions or restrictions; and/or (c) the right to enjoin or prevent them from doing so, to cause said violation to be remedied, and the right to recover damages for said violation. No entry by the Association nor its agents shall be deemed a trespass and neither the Association nor its agents shall be subject to liability to the Owner of said Lot for such entry and any action taken to remedy or remove a violation. The cost of any abatement, remedy or removal hereunder shall be a binding personal obligation on any Owner in violation of any provision of this Master Declaration, as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question.
6. **Arbitration.** Any dispute, controversy, or claim arising out of, in connection with or in relation to this Master Declaration and the Association may, at the option of the Association, be submitted and determined by arbitration in accordance with the rules, then pertaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. In the event the Association decides not to use arbitration as a means to resolve any dispute, controversy or claim herein, an aggrieved party may initiate any legal or equitable proceeding for the enforcement of these covenants, conditions and restrictions.
7. **Attorney's Fees/Arbitration Fees.** In any legal or equitable proceeding for the enforcement of this Master Declaration or any provision hereof, whether it be an action for damages, declaratory relief or injunctive relief, or any other action, the losing party or parties shall pay the amount fixed by the court in such proceedings or in a separate action brought for that purpose. The prevailing party shall be entitled to said attorney's fees even though said proceeding is settled prior to judgment. All remedies provided herein or at law or in equity shall be cumulative and not exclusive. In any dispute, controversy or claim settled by Arbitration, the Association and the Lot Owner(s) party to such dispute, controversy or claim shall share the costs equally.
8. **Owners' Association.** All Owners of Lots are members of the Association. The purpose of the Association is to resolve neighborhood issues, make Property improvements and to maintain the group mail box structure(s) and pullout(s). All Owners of Lots in this Property shall be obligated to pay their pro-rated share of the cost of any general Property improvement at any time that the Association votes to proceed with said improvements. Concurrent with the recording of this Master Declaration, the Declarant shall record a Peregrine Heights Subdivision Owners Association Article of Incorporation.
9. **Rights of Mortgagees.** No breach of any covenant, condition or restriction herein contained or any enforcement thereof, shall defeat or render invalid the lien of any mortgage or deed of trust now or hereafter executed upon any of the Lots on the Property or a portion thereof. Should any mortgage or deed of trust be foreclosed on any of the Lots on the Property to which this Master Declaration refers, then the title acquired by such foreclosure and the person or persons who thereupon and thereafter becomes the Owner or Owners of such Property shall be subject to and bound by all the covenants, conditions

and restrictions enumerated herein, provided however, that the Declarant shall be excluded from this provision.

10. **Runs With the Land.** All covenants, conditions, restrictions and agreements herein contained: (a) are made for the direct, mutual and reciprocal benefit of each and every Lot on the Property; (b) shall create mutual equitable servitudes upon each Lot in favor of every other Lot; (c) shall create reciprocal rights and obligations between all grantees of said Lots, their heirs, successors and assigns; and (d) shall as to the Owner and occupant of each Lot, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other Lots, except as provided otherwise herein.
11. **Constructive Notice and Acceptance.** Every person or entity who now or hereafter owns, occupies or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Master Declaration is contained in the instrument by which such person acquired an interest in the Property.
12. **Waivers.** Any covenant, condition or restriction contained herein may be waived in writing by the Association on individual Lots if the Owner demonstrates to the Association's sole satisfaction that a waiver of such covenant, condition or restriction does not adversely impact the Property. A waiver of any covenant, condition or restriction by the Association shall in no event be deemed a waiver of that same covenant, condition or restriction as it applies to the remaining Lots within the Property.
13. **Effect of Failure to Enforce.** No waiver of a breach of any of the covenants conditions and restrictions herein contained shall be construed to be a waiver of any other breach of the same, or other covenants; nor shall failure to enforce any one of such covenants, either by forfeiture or otherwise, be construed as a waiver of any other covenant.
14. **Exemption of Declarant.** Nothing herein contained shall limit the right of the Declarant to subdivide or re-subdivide any Lot or portion of the Property, or to grant licenses, reservations, rights-of-way or easements with respect to utility companies, public agencies or others; or to complete excavation, grading and development to or on any Lot or other portion of the Property owned or controlled by the Declarant, or to alter the foregoing and its Master Plan and design, or construct additional improvements as the Declarant deems advisable in the course of development of the various phases of Peregrine Heights Subdivision. This Master Declaration shall not limit the right of the Declarant at any time prior to acquisition of title to a Lot by an Owner to establish on that Lot additional licenses, restrictions, reservations, rights-of-way and easements by itself, to utility companies and to others, as may from time to time be reasonably necessary or exempt any specific Lot from the covenants, conditions and restrictions of this Master Declaration. The Declarant need not seek or obtain Association approval of any improvements constructed or placed within the Property by the Declarant in connection with the development of the Property or of Peregrine Heights Subdivision as a whole. The Declarant shall be entitled to the use, without charge, of any common areas within the Property in connection with marketing the Lots.
15. **Annexation of Future Phases of Peregrine Heights Subdivision.** Immediately upon recordation of any and all subdivision plats covering any and all future phases of Peregrine Heights Subdivision as generally defined in the Master Plan for Peregrine Heights Subdivision, the provisions of this Master Declaration shall apply to such annexed real property in the same manner as if it were originally covered by this Master Declaration.

- 16. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
- 17. **Singular Includes Plural.** Whenever the context of this Declaration requires the same, the singular shall include the plural and the masculine shall include the feminine.
- 18. **Paragraph Headings.** The descriptive paragraph headings throughout this document are for convenience and reference only. The words contained therein shall not be held to expand, modify, amplify or aid in the interpretation, construction of meaning of this document.

ATTEST:

Know all persons by these presents that the undersigned has hereunto set his hand the day and year first above written.

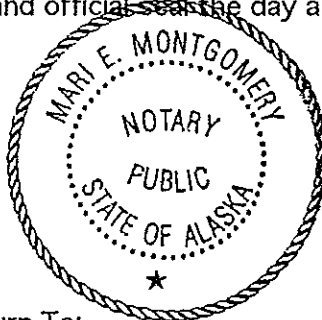
University of Alaska

By: *Martin Epstein*
 Martin Epstein, Director
 Statewide Office Land Management

STATE OF ALASKA)
) ss.
 THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 22 day of July, 1994, before me, the undersigned Notary Public, in and for the State of Alaska, duly commissioned and sworn as such, personally appeared to me Martin Epstein, the Director of the Statewide Office of Land Management, University of Alaska, a constitutional corporation organized and existing under the laws of the State of Alaska, and who acknowledged to me that he executed the within and foregoing document on behalf of said corporation by authority of its Board of Regents, as the voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year herein and above written.



Mari E. Montgomery
 Notary Public in and for Alaska
 My Commission Expires: 11-26-96

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 cc chg

After Recording Return To:

Statewide Office of Land Management
 910 Yukon Drive, Suite 211
 Fairbanks, AK 99775-5280

FAIRBANKS REC. DISTRICT
 REQUESTED BY FNSB

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