



**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
WILSHIRE GLENN ESTATES THIRD ADDITION**

THIS DECLARATION of covenants, conditions and restrictions is made this 22nd day of December, 2011 by Sahn Investments 2, LLC, its successors and assigns, hereinafter referred to as "Declarant".

Whereas, Declarant is the owner of the following described real Property:

Lots 9-17, Block One, Wilshire Glenn Estates Third Addition

Plat filed Instrument number 2011-025546-0, on 28th day of December, 2011.

(hereinafter referred to as "Property"). This Declaration is Plot # 2011-114 being imposed by the Declarant upon the Property.

Whereas, Declarant desires to create certain covenants, conditions and restrictions to insure a) the enhancement and preservation of Property values; b) provide for proper design, development, improvement and use of the Property; c) create residential development of high quality; and d) promote the health, safety and welfare of the residents.

Whereas, it is desirable for preservation of value, desirability and aesthetic beauty of the Property, a non-profit corporation shall be delegated and assigned by the Property owners, the responsibility of administering and enforcing these covenants, conditions and restrictions as well as maintaining the roads, easements and common Lots by collecting and disbursing funds pursuant to the assessments and charges created by the **Wilshire Glenn/Brighton Heights Owner's Association**.

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 having right or title in said interests or any part thereof 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.

1. WILSHIRE GLENN/BRIGHTON HEIGHTS OWNER'S ASSOCIATION

(hereinafter referred to as "Association"): Every owner shall be a member of the Association. The Property owners shall create the Association upon completion of the sale of 50% of the combined Lots of Brighton Heights and Wilshire Glenn Estates subdivisions. The Association Articles of Incorporation and Bylaws must be submitted to the Declarant for approval no later than 6 months after the 50% sale trigger date, which shall in no way encumber the Declarant. Expenses incurred in the creation of the Association shall be incurred by the Declarant not to exceed \$2,500.00 (two thousand

2. five hundred dollars) and repaid by the Association within one (1) year after its inception. Lots owned by the Declarant or affiliates after creation of the Association will not be subject to the charges and assessments created by the Association unless Declarant owns a Lot for the purpose of residing in or renting a dwelling covered by these covenants.
3. **SERVICE AREA:** These covenants shall not prevent the Owners of Lots within the Property from organizing or petitioning to establish or 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.
4. **LAND USE:** Each Lot shall be used for residential purposes only, and no Lot shall be further subdivided or partitioned into smaller units; however combining lots or adjusting common lot lines shall be permitted. "Residential purpose" is defined as the use of the lot for the sole purpose of constructing a dwelling and accessory buildings, such as garages or other buildings customarily adjunctory to a place of residence, that comply with the borough zoning requirements as well as the requirements of these covenants. "Residential purpose" includes driveways and dedicated roads.
5. **RESIDENCE:** No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) dwelling, not to exceed two and a half (2 1/2) above ground levels, and not to provide more than one (1) single-family unit. 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.
6. **BUILDING LOCATION:** No buildings shall be located nearer than twenty-five (25) feet to a front Lot line or nearer than twenty-five (25) feet to any interior Lot line. Building locations must adhere to the Fairbanks North Star Borough zoning regulations.
7. **DWELLING QUALITY AND SIZE:** Each single-family residence to be constructed with slab foundation shall contain a minimum of one thousand two hundred (1,200) square feet of living area, exclusive of garages, decks and open porches. Conventional slab foundations will be utilized where drilling has shown the soils will support such foundations. Each single-family residence to be constructed with adjustable foundation shall contain a minimum of eight hundred (800) square feet of living area, exclusive of garages, decks and open porches. For a dwelling of two (2) or more levels, the ground floor area must be at least seven hundred (700) square feet. The exterior of said dwelling must be completed within two (2) years after the beginning of construction. Quality, aesthetically pleasing exterior finish will be utilized and at no time will tarpaper, roofing paper, house wrap, celotex or like materials be used for the exterior finish. Work on the structure shall be deemed to have commenced after construction of the foundation is begun. A completed dwelling is one capable of being approved under a 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.
8. **EASEMENTS AND DEDICATED LAND:** Within utility 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 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. All Owners will be responsible for the maintenance and protection of commonly owned Property and buffer zones.
9. **PARKING:** Each Owner shall provide adequate off-street parking for all vehicles and no vehicle shall be parked on the streets adjacent to the Property.
10. **ACCESS TO LOT:** Only one (1) access driveway or loop driveway shall be permitted for each lot in the subdivision from any subdivision street. Driveways shall be created to maximize line-of-sight when exiting driveway onto subdivision roads and no driveway shall be placed within fifty (50) feet of intersecting subdivision roads.
11. **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, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Specifically, 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 nuisance within the meaning and intent hereof. Non-operating motor vehicles may not be stored on the Lot and the storage of coal, wood or any other materials on adjacent roadways is strictly prohibited.

- 12. TREES, LANDSCAPING AND MAINTENANCE:** No owner shall be permitted to completely clear a Lot on which standing trees exist. Clearing of lots will be minimized to prevent silting or substantially altering the natural drainage and to maintain the aesthetic beauty of the landscape. The Owner shall remove trees that pose hazards to neighborhood roads or substantially obstruct road visibility. No fence, wall, hedge or shrub planting is permitted that visually obstructs intersections or subdivisions roads. 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. Landscaping of all disturbed areas must be completed within twelve (12) months of completion of a house. All lawns shall be groomed and maintained.
- 13. 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. No Quonset hut will be erected or constructed on any Lot.
- 14. SIGNS:** No sign of any kind shall be displayed to the public view on any Lot except one (1) sign on not more than five (5) square feet advertising the Lot for sale or rent, used by a builder or developer to advertise a Lot during the construction and sales period and the permanent subdivisions signs. No business activity or commercial signs may be displayed.
- 15. 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 it 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.
- 16. LIVESTOCK AND POULTRY:** No livestock, animal 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. Not pets or animals shall be allowed to constitute a nuisance and all dogs must be leashed or restrained. No vicious animal, as defined by the local governmental agency, may be kept on any lot.
- 17. MOTORIZED VEHICLES:** No motorized recreational vehicles, including but not limited to, snow machines and four wheelers, shall be permitted on subdivision roads, easements, common Lots or buffer zones.
- 18. GARBAGE, REFUSE AND SEWAGE 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 regulation of the Alaska Department of Health or its successor. No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located, constructed and approved in accordance with the requirements, standards and recommendations of the Fairbanks Department of Environmental Conservation.
- 19. FIREARMS:** No firearms may be discharged on any Lot or within the subdivision. All hunting within the subdivision is prohibited.
- 20. DRAINAGE DITCHES AND CULVERTS:** No obstructions are permitted in front of any drainage ditch or culvert. 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.



- 21. CONDITIONS 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. WETLANDS PERMIT AND SWPP PLAN:** The owner of the lot shall abide by provisions of the Department of Army Wetlands Permit POA-2005-440-M and the established Storm Water Pollution Plan.

General Provisions

1. **TERM:** These covenants are to run with the land and shall be binding on all parties and apply to all occupants, guests and invitees of any owner for a period of twenty five (25) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of owners of said Lots has been recorded, agreeing to change said covenants in whole or in part. These covenants may be amended by a voting majority (51%) of said Lots. Amendments approved by such majority shall be in writing signed by the President or Secretary of the Association and recorded in the Fairbanks Recording District.
2. **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 Declaration is contained in the instrument by which such a person acquired an interest in the Property.
3. **ENFORCEMENT:** The Association, or any owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any member to enforce any covenant, condition or restriction therein contained, shall in no event be deemed a waiver of the right to do so thereafter.
4. **SEVERABILITY:** Invalidation of any one (1) 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.
5. **NONLIABILITY OF OFFICIALS:** To the fullest extent permitted by law, neither the Declarant, Board or any other committees of the Association or any member thereof shall be liable to any member of the Association for any damage, loss or prejudice suffered or claimed on account of any decisions, specifications, course of action, act omission, error, negligence or the like, made in good faith within which such Board, committees or persons reasonably believed to be within the scope of their duties.
6. **FAILURE OF OWNER TO COMPLY:** The failure of any Owner to comply with the provisions of the Declaration and Bylaws shall create a cause of action in favor of the Association, and also in favor of any aggrieved owner, for the recovery of damages, or for injunctive relief, or both.
7. **ARBITRATION:** Any dispute, controversy, or claim arising out of, in connection with, or in relation to this Declaration, shall 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 WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

DECLARANT

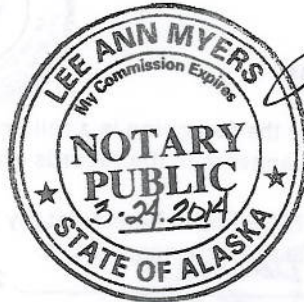
Sahn Investments 2, LLC

By *J. Zucker*
Manager

STATE OF ALASKA)
) ss.
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 22 day of December, 2011, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Jo A. Zuckerman, to me known to be the identical individual described in and who executed the within and foregoing document as manager of Sahn Investments 2, LLC in the name of an for and on behalf of said company, freely and voluntarily for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.



Lee Ann Myers
Notary Public in and for Alaska
My Commission Expires: _____

Fairbanks Recording District

RETURN TO:
Sahn Investments 2, LLC
1919 Lathrop Street, Suite 120
Fairbanks, AK 99701





**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
WILSHIRE GLENN ESTATES SECOND ADDITION
FAIRBANKS RECORDING DISTRICT**

THIS DECLARATION of covenants, conditions and restrictions is made this 22 day of february, 2011 by Sahn Investments 2, LLC, its successors and assigns, hereinafter referred to as "Declarant".

Whereas, Declarant is the owner of the following described real Property:

Lots 16-22, Block Three, Wilshire Glenn Estates Second Addition

Plat filed Instrument number 2011-4, on 8 day of MARCH, 2011.

(hereinafter referred to as "Property"). This Declaration is being imposed by the Declarant upon the Property.

Whereas, Declarant desires to create certain covenants, conditions and restrictions to insure a) the enhancement and preservation of Property values; b) provide for proper design, development, improvement and use of the Property; c) create residential development of high quality; and d) promote the health, safety and welfare of the residents.

Whereas, it is desirable for preservation of value, desirability and aesthetic beauty of the Property, a non-profit corporation shall be delegated and assigned by the Property owners, the responsibility of administering and enforcing these covenants, conditions and restrictions as well as maintaining the roads, easements and common Lots by collecting and disbursing funds pursuant to the assessments and charges created by the **Wilshire Glenn/Brighton Heights Owner's Association**.

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 having right or title in said interests or any part thereof 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.

1. WILSHIRE GLENN/BRIGHTON HEIGHTS OWNER'S ASSOCIATION

(hereinafter referred to as "Association"): Every owner shall be a member of the Association. The Property owners shall create the Association upon completion of the sale of 50% of the combined Lots of Brighton Heights and Wilshire Glenn Estates subdivisions. The Association Articles of Incorporation and Bylaws must be submitted to the Declarant for approval no later than 6 months after the 50% sale trigger date, which shall in no way encumber the Declarant. Expenses incurred in the creation of the Association shall be incurred by the Declarant not to exceed \$2,500.00 (two thousand

2. five hundred dollars) and repaid by the Association within one (1) year after its inception. Lots owned by the Declarant or affiliates after creation of the Association will not be subject to the charges and assessments created by the Association unless Declarant owns a Lot for the purpose of residing in or renting a dwelling covered by these covenants.
3. **SERVICE AREA:** These covenants shall not prevent the Owners of Lots within the Property from organizing or petitioning to establish or 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.
4. **LAND USE:** Each Lot shall be used for residential purposes only, and no Lot shall be further subdivided or partitioned into smaller units; however combining lots or adjusting common lot lines shall be permitted. "Residential purpose" is defined as the use of the lot for the sole purpose of constructing a dwelling and accessory buildings, such as garages or other buildings customarily adjunctory to a place of residence, that comply with the borough zoning requirements as well as the requirements of these covenants. "Residential purpose" includes driveways and dedicated roads.
5. **RESIDENCE:** No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) dwelling, not to exceed two and a half (2 1/2) above ground levels, and not to provide more than one (1) single-family unit. 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.
6. **BUILDING LOCATION:** No buildings shall be located nearer than twenty-five (25) feet to a front Lot line or nearer than twenty-five (25) feet to any interior Lot line. Building locations must adhere to the Fairbanks North Star Borough zoning regulations.
7. **DWELLING QUALITY AND SIZE:** Each single-family residence to be constructed with slab foundation shall contain a minimum of one thousand two hundred (1,200) square feet of living area, exclusive of garages, decks and open porches. Conventional slab foundations will be utilized where drilling has shown the soils will support such foundations. Each single-family residence to be constructed with adjustable foundation shall contain a minimum of eight hundred (800) square feet of living area, exclusive of garages, decks and open porches. For a dwelling of two (2) or more levels, the ground floor area must be at least seven hundred (700) square feet. The exterior of said dwelling must be completed within two (2) years after the beginning of construction. Quality, aesthetically pleasing exterior finish will be utilized and at no time will tarpaper, roofing paper, house wrap, celotex or like materials be used for the exterior finish. Work on the structure shall be deemed to have commenced after construction of the foundation is begun. A completed dwelling is one capable of being approved under a 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.
8. **EASEMENTS AND DEDICATED LAND:** Within utility 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 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. All Owners will be responsible for the maintenance and protection of commonly owned Property and buffer zones.
9. **PARKING:** Each Owner shall provide adequate off-street parking for all vehicles and no vehicle shall be parked on the streets adjacent to the Property.
10. **ACCESS TO LOT:** Only one (1) access driveway or loop driveway shall be permitted for each lot in the subdivision from any subdivision street. Driveways shall be created to maximize line-of-sight when exiting driveway onto subdivision roads and no driveway shall be placed within fifty (50) feet of intersecting subdivision roads.
11. **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, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Specifically, the parking of commercial vehicles or the use of land for the storing of vehicles, machinery, surplus



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- 12. TREES, LANDSCAPING AND MAINTENANCE:** No owner shall be permitted to completely clear a Lot on which standing trees exist. Clearing of lots will be minimized to prevent silting or substantially altering the natural drainage and to maintain the aesthetic beauty of the landscape. The Owner shall remove trees that pose hazards to neighborhood roads or substantially obstruct road visibility. No fence, wall, hedge or shrub planting is permitted that visually obstructs intersections or subdivisions roads. 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. Landscaping of all disturbed areas must be completed within twelve (12) months of completion of a house. All lawns shall be groomed and maintained.
- 13. 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. No Quonset hut will be erected or constructed on any Lot.
- 14. SIGNS:** No sign of any kind shall be displayed to the public view on any Lot except one (1) sign on not more than five (5) square feet advertising the Lot for sale or rent, used by a builder or developer to advertise a Lot during the construction and sales period and the permanent subdivisions signs. No business activity or commercial signs may be displayed.
- 15. 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 it 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.
- 16. LIVESTOCK AND POULTRY:** No livestock, animal 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. Not pets or animals shall be allowed to constitute a nuisance and all dogs must be leashed or restrained. No vicious animal, as defined by the local governmental agency, may be kept on any lot.
- 17. MOTORIZED VEHICLES:** No motorized recreational vehicles, including but not limited to, snow machines and four wheelers, shall be permitted on subdivision roads, easements, common Lots or buffer zones.
- 18. GARBAGE, REFUSE AND SEWAGE 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 regulation of the Alaska Department of Health or its successor. No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located, constructed and approved in accordance with the requirements, standards and recommendations of the Fairbanks Department of Environmental Conservation.
- 19. FIREARMS:** No firearms may be discharged on any Lot or within the subdivision. All hunting within the subdivision is prohibited.
- 20. DRAINAGE DITCHES AND CULVERTS:** No obstructions are permitted in front of any drainage ditch or culvert. 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.



- 21. CONDITIONS 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. WETLANDS PERMIT AND SWPP PLAN:** The owner of the lot shall abide by provisions of the Department of Army Wetlands Permit POA-2005-440-M and the established Storm Water Pollution Plan.

General Provisions

1. **TERM:** These covenants are to run with the land and shall be binding on all parties and apply to all occupants, guests and invitees of any owner for a period of twenty five (25) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of owners of said Lots has been recorded, agreeing to change said covenants in whole or in part. These covenants may be amended by a voting majority (51%) of said Lots. Amendments approved by such majority shall be in writing signed by the President or Secretary of the Association and recorded in the Fairbanks Recording District.
2. **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 Declaration is contained in the instrument by which such a person acquired an interest in the Property.
3. **ENFORCEMENT:** The Association, or any owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any member to enforce any covenant, condition or restriction therein contained, shall in no event be deemed a waiver of the right to do so thereafter.
4. **SEVERABILITY:** Invalidation of any one (1) 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.
5. **NONLIABILITY OF OFFICIALS:** To the fullest extent permitted by law, neither the Declarant, Board or any other committees of the Association or any member thereof shall be liable to any member of the Association for any damage, loss or prejudice suffered or claimed on account of any decisions, specifications, course of action, act omission, error, negligence or the like, made in good faith within which such Board, committees or persons reasonably believed to be within the scope of their duties.
6. **FAILURE OF OWNER TO COMPLY:** The failure of any Owner to comply with the provisions of the Declaration and Bylaws shall create a cause of action in favor of the Association, and also in favor of any aggrieved owner, for the recovery of damages, or for injunctive relief, or both.
7. **ARBITRATION:** Any dispute, controversy, or claim arising out of, in connection with, or in relation to this Declaration, shall 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 WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

DECLARANT

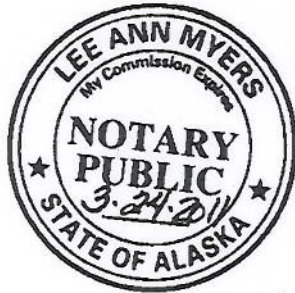
Sahn Investments 2, LLC

By *J. Zuckerman*
Manager

STATE OF ALASKA)
) ss.
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 22 day of February, 2011, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Jo Zuckerman, to me known to be the identical individual described in and who executed the within and foregoing document as manager of Sahn Investments 2, LLC in the name of an for and on behalf of said company, freely and voluntarily for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.



Lee Ann Myers
Notary Public in and for Alaska
My Commission Expires: _____

RETURN TO:
Sahn Investments 2, LLC
1919 Lathrop Street, Suite 120
Fairbanks, AK 99701



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K
A

2007-019032-0

Recording Dist: 401 - Fairbanks
8/17/2007 3:11 PM Pages: 1 of 2



CC

THIS COVER SHEET HAS BEEN ADDED TO THIS DOCUMENT TO PROVIDE SPACE FOR THE RECORDING DATA. THIS COVER SHEET APPEARS AS THE FIRST PAGE OF THE DOCUMENT IN THE OFFICIAL PUBLIC RECORD.

DO NOT DETACH

Return to: Jo Zuckerman
1919 Lathrop Suite 120
Fairbanks, AK
99701

Fairbanks Recording
District

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR
WILSHIRE GLENN ESTATES *Doc.Number: 2007-013067-0***

- 1. DWELLING QUALITY AND SIZE:** Each single-family residence to be constructed with slab foundation shall contain a minimum of one thousand two hundred (1,200) square feet of living area, exclusive of garages, decks and open porches. Conventional slab foundations will be utilized where drilling has shown the soils will support such foundation. Each single-family residence to be constructed with adjustable foundation shall contain a minimum of nine hundred (900) square feet of living area, exclusive of garages, decks and open porches. For a dwelling of two (2) or more levels, the ground floor area must be at least seven hundred (700) square feet. The exterior of said dwelling must be completed within two (2) years after the beginning of construction. Duplex construction will be permitted unless restricted by zoning. Quality, aesthetically pleasing exterior finish will be utilized and at no time will tarpaper, roofing paper, house wrap, celotex or like materials be used for the exterior finish. Work on the structure shall be deemed to have commenced after construction of the foundation is begun. A completed dwelling is one capable of being approved under a 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.
- 2. All remaining covenants shall apply without alteration.**

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

DECLARANT

Sahn Investments 2, LLC

By *J. Sahn*
Manager

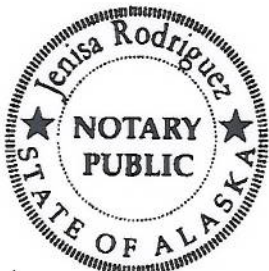
STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 17th day of August, ~~2005~~ ²⁰⁰⁷, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Jo Ann Zuckerman, to me known to be the identical individual described in and who executed the within and foregoing document as manager of Sahn Investments 2, LLC in the name of an for and on behalf of said company, freely and voluntarily for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.



Jenisa Rodriguez
Notary Public in and for Alaska
My Commission Expires: 8-6-09



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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WILSHIRE GLENN ESTATES**

THIS DECLARATION of covenants, conditions and restrictions is made this 12th day of June, 2007 by Sahn Investments 2, LLC, its successors and assigns, hereinafter referred to as "Declarant".

Whereas, Declarant is the owner of the following described real Property:

Lots 1 - 8, Block One, Lots 1 - 16, Block Two, Lots 1 - 15, Block Three, Lots 1 - 2, Block Four, Wilshire Glenn Estates Subdivision

PLAT 2007-96 F.R.D.

Plat filed Instrument number 2007-0130660, on 13th day of June, 2007.

(hereinafter referred to as "Property"). This Declaration is being imposed by the Declarant upon the Property.

Whereas, Declarant desires to create certain covenants, conditions and restrictions to insure a) the enhancement and preservation of Property values; b) provide for proper design, development, improvement and use of the Property; c) create residential development of high quality; and d) promote the health, safety and welfare of the residents.

Whereas, it is desirable for preservation of value, desirability and aesthetic beauty of the Property, a non-profit corporation shall be delegated and assigned by the Property owners, the responsibility of administering and enforcing these covenants, conditions and restrictions as well as maintaining the roads, easements and common Lots by collecting and disbursing funds pursuant to the assessments and charges created by the **Wilshire Glenn/Brighton Heights Owner's Association**.

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 having right or title in said interests or any part thereof 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.

1. WILSHIRE GLENN/BRIGHTON HEIGHTS OWNER'S ASSOCIATION

(hereinafter referred to as "Association"): Every owner shall be a member of the Association. The Property owners shall create the Association upon completion of the sale of 50% of the combined Lots of Brighton Heights and Wilshire Glenn Estates subdivisions. The Association Articles of Incorporation and Bylaws must be submitted to the Declarant for approval no later than 6 months after the 50% sale trigger date, which shall in no way encumber the Declarant. Expenses incurred in the creation of the Association shall be incurred by the Declarant not to exceed \$2,500.00 (two thousand five hundred dollars) and repaid by the Association within one (1) year after its inception. Lots owned by the Declarant or affiliates after creation of the Association will not be subject to the charges and assessments created by the Association unless Declarant owns a Lot for the purpose of residing in or renting a dwelling covered by these covenants.

2. **SERVICE AREA:** These covenants shall not prevent the Owners of Lots within the Property from organizing or petitioning to establish or 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.
3. **LAND USE:** Each Lot shall be used for residential purposes only, and no Lot shall be further subdivided or partitioned into smaller units; however combining lots or adjusting common lot lines shall be permitted. "Residential purpose" is defined as the use of the lot for the sole purpose of constructing a dwelling and accessory buildings, such as garages or other buildings customarily adjunctory to a place of residence, that comply with the borough zoning requirements as well as the requirements of these covenants. "Residential purpose" includes driveways and dedicated roads.
4. **RESIDENCE:** No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) dwelling; not to exceed two and a half (2 1/2) above ground levels, and not to provide more than one (1) single-family unit. 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.
5. **BUILDING LOCATION:** No buildings shall be located nearer than twenty-five (25) feet to a front Lot line or nearer than twenty-five (25) feet to any interior Lot line. Building locations must adhere to the Fairbanks North Star Borough zoning regulations.
6. **DWELLING QUALITY AND SIZE:** Each single-family residence to be constructed shall contain a minimum of one thousand four hundred (1,400) square feet of living area, exclusive of garages, decks and open porches. For a dwelling of two (2) or more levels, the ground floor area must be at least seven hundred (700) square feet. The exterior of said dwelling must be completed within two (2) years after the beginning of construction. Quality, aesthetically pleasing exterior finish will be utilized and at no time will tarpaper, roofing paper, house wrap, celotex or like materials be used for the exterior finish. Work on the structure shall be deemed to have commenced after construction of the foundation is begun. A completed dwelling is one capable of being approved under a 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.
7. **EASEMENTS AND DEDICATED LAND:** Within utility 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 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. All Owners will be responsible for the maintenance and protection of commonly owned Property and buffer zones.
8. **PARKING:** Each Owner shall provide adequate off-street parking for all vehicles and no vehicle shall be parked on the streets adjacent to the Property.
9. **ACCESS TO LOT:** Only one (1) access driveway or loop driveway shall be permitted for each lot in the subdivision from any subdivision street. Driveways shall be created to maximize line-of-sight when exiting driveway onto subdivision roads and no driveway shall be placed within fifty (50) feet of intersecting subdivision roads.
10. **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, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Specifically, 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 nuisance within the meaning and intent hereof. Non-operating motor vehicles may not be stored on the Lot and the storage of coal, wood or any other materials on adjacent roadways is strictly prohibited.
11. **TREES, LANDSCAPING AND MAINTENANCE:** No owner shall be permitted to completely clear a Lot on which standing trees exist. Clearing of lots will be minimized to prevent silting or substantially alter the natural drainage and to maintain the aesthetic beauty of the landscape. The Owner shall remove trees that pose hazards to neighborhood roads or substantially obstruct road visibility. No fence, wall, hedge or shrub planting is permitted that visually obstructs intersections or subdivisions roads. 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. Landscaping of all disturbed areas must be completed within twelve (12) months of completion of a house. All lawns shall be groomed and maintained.

12. **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. No quonset hut will be erected or constructed on any Lot.
13. **SIGNS:** No sign of any kind shall be displayed to the public view on any Lot except one (1) sign on not more than five (5) 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 subdivisions signs. No business activity or commercial signs may be displayed.
14. **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 it 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.
15. **LIVESTOCK AND POULTRY:** No livestock, animal 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. Not pets or animals shall be allowed to constitute a nuisance and all dogs must be leashed or restrained. No vicious animal, as defined by the local governmental agency, may be kept on any lot.
16. **MOTORIZED VEHICLES:** No motorized recreational vehicles, including but not limited to, snow machines and four wheelers, shall be permitted on subdivision roads, easements, common Lots or buffer zones.
17. **GARBAGE, REFUSE AND SEWAGE DISPOSAL:** No Lot, nor any part thereof, shall be used as a dumping or storage ground for refuse or rubbish or 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 regulation of the Alaska Department of Health or its successor. No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located, constructed and approved in accordance with the requirements, standards and recommendations of the Fairbanks Department of Environmental Conservation.
18. **FIREARMS:** No firearms may be discharged on any Lot or within the subdivision. All hunting within the subdivision is prohibited.
19. **DRAINAGE DITCHES AND CULVERTS:** No obstructions are permitted in front of any drainage ditch or culvert. 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.
20. **CONDITIONS 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.
21. **WETLANDS PERMIT AND SWPP PLAN:** The owner of the lot shall abide by provisions of the Department of Army Wetlands Permit POA-2005-440-M and the established Storm Water Pollution Plan.




General Provisions

1. **TERM:** These covenants are to run with the land and shall be binding on all parties and apply to all occupants, guests and invitees of any owner for a period of twenty five (25) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years unless an instruments signed by a majority of said Lots has been recorded, agreeing to change said covenants in whole or in part. These covenants may be amended by a voting majority (51%) of said Lots. Amendments approved by such majority shall be in writing signed by the President or Secretary of the Association and recorded in the Fairbanks Recording District.
2. **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 Declaration is contained in the instrument by which such a person acquired an interest in the Property.
3. **ENFORCEMENT:** The Association, or any owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any member to enforce any covenant, condition or restriction therein contained, shall in no event be deemed a waiver of the right to do so thereafter.
4. **SEVERABILITY:** Invalidation of any one (1) 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.
5. **NONLIABILITY OF OFFICIALS:** To the fullest extent permitted by law, neither the Declarant, Board or any other committees of the Association or any member thereof shall be liable to any member of the Association for any damage, loss or prejudice suffered or claimed on account of any decisions, specifications, course of action, act omission, error, negligence or the like, made in good faith within which such Board, committees or persons reasonably believed to be within the scope of their duties.
6. **FAILURE OF OWNER TO COMPLY:** The failure of any Owner to comply with the provisions of the Declaration and Bylaws shall create a cause of action in favor of the Association, and also in favor of any aggrieved owner, for the recovery of damages, or for injunctive relief, or both.
7. **ARBITRATION:** Any dispute, controversy, or claim arising out of, in connection with, or in relation to this Declaration, shall 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 WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

DECLARANT

Sahn Investments 2, LLC

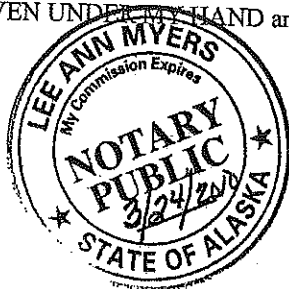
By 
Manager



STATE OF ALASKA)
) ss.
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 12th day of June, 2007, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Jo Zuckerman, to me known to be the identical individual described in and who executed the within and foregoing document as manager of Sahn Investments 2, LLC in the name of an for and on behalf of said company, freely and voluntarily for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal the day and year last above written.



Lee Ann Myers
Notary Public in and for Alaska
My Commission Expires: _____

FAIRBANKS RECORDING DISTRICT

RETURN TO:
Sahn Investments 2, LLC
1919 Lathrop Street, Suite 120
Fairbanks, AK 99701

