

FOOTHILLS CONDO ASSOC.

June 15, 1999

Amendment to Bylaws:

1. Each Unit owner is responsible for the upkeep of their lawn. All lawns shall be properly maintained.

2. Each Unit owner is responsible for snow removal of the driveway and walkways connected to their Unit.

3. All trash is to be stored out of sight and out of reach to all animals. This is the responsibility of the Unit owner.

PROTECTIVE COVENANTS

CHUGACH FOOTHILLS

218 PAGE 655
Recording District

The real property which is the subject of these covenants is the property known as lots 1 through 18, block 1; lots 1 through 47, block 2; lots 1 through 24, block 3; lots 1 through 4 and 16 through 25, block 4; and lots 1 through 12, block 5 of Chugach Foothills Subdivision, which is located in the Southeast Quarter, Section 25, Township 15 North, Range 5 West, Seward Meridian, Alaska, as shown on Plat No. 75-87 in the Anchorage Recording District, Third Judicial District, State of Alaska, May 11, 1975.

LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling or duplex not to exceed two stories in height and a private garage for not more than two cars per dwelling unit. A duplex would contain two dwelling units.

DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost less than \$50,000, exclusive of land, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein, for the minimum permitted dwelling size. The ground floor area of the main structure exclusive of one-story open porches and garages shall contain not less than 1100 square feet for one-story dwelling, or less than 720 square feet for a dwelling of more than one story.

All buildings shall have either a minimum 2 car carport or a one car garage. If the choice is a carport, then a covered storage area must be included which is suitable to store yard working tools and equipment, bicycles and snow machines. Such stored items and any other items that may be viewed as objectionable that are stored on any lot must be stored out of view of the streets and neighbors.

NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may, or may become, an annoyance or nuisance to the neighborhood; that is, no heavy equipment, derelict autos.

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

TREES AND VEGETATION: Extreme care will be taken in the construction phase to retain as many of the trees and the natural vegetation as possible. In any case, a minimum of five trees, not less than 6' in height, will be left on each lot.

LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except the dogs, cats or other normal household pets provided they are not kept, bred, or maintained for commercial purposes, and provided that no more than two dogs of sled type breed be maintained, and all dogs shall be restrained as necessary to prevent their becoming a nuisance.

GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

CONSTRUCTION: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence either temporarily or permanently. No building shall be erected, placed or altered on any lot until the construction plans and specifications

and a plan showing the location of the structure have been signed and approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

TIME LIMIT FOR CONSTRUCTION: Any dwelling shall be completed externally within one year of the date of excavation or other commencement of construction.

BUILDING LOCATION: No building shall be located on any lot nearer the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. No building shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any of the lots covered by these covenants, nor shall oil wells, tanks, tunnels, minerals excavation, or shafts be permitted upon or in any of the lots covered by these covenants. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. No surface entry will be permitted and no extraction of minerals will be permitted within a 500 foot buffer measured vertically from the surface of any lot covered by these covenants.

ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. A signed and approved set of the plans shall be retained by the Architectural Control Committee until completion of the home.

ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee is composed of the following persons: William E. Gamel and Andrew H. Eker. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representatives shall be entitled to any compensation of the services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power, through a duly recorded instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

PROCEDURE: The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 60 days after plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

SEVERABILITY: Invalidation of any one of these covenants by a judgment or court order shall in no wise effect any of the other provisions which shall remain in force and effect.

TERMS: The foregoing restrictions and conditions for building and use in the portion of Chugach Foothills covered by these covenants are hereby declared and

adopted by the Owners of the Subdivision and all easements created, granted and reserved are declared to be the act of the Owners, and all conditions on purchase and ownership of property in the subdivision shall be deemed and considered covenants running with the land, for the period of time for 35 years from the date of the recording of these covenants. At the expiration of that period of time, these covenants may be changed by the approval of a majority of the land owners within the subdivision; otherwise, said covenants shall be automatically extended for successive periods of ten (10) years.

DUPLEX CONSTRUCTION: A two family unit may only be built on the following lots; Lot one (1) through eighteen (18), Block one (1) or Lot ten (10) through thirty four (34), Block two (2) or Lot one (1) through three (3), Block three (3), provided that such duplex meets all other conditions of the protective covenants.

E G ENTERPRISES
Owner

William E. Gamel
WILLIAM E. GAMEL
Partner

Andrew H. Eker
ANDREW H. EKER
Partner

This is to certify that on this 21st day of August, 1973, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared William E. Gamel and Andrew H. Eker to me known to be the persons described in and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

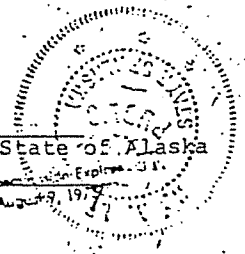
WITNESS my hand and official seal the day and year in this certificate first above written.

73-032002
7.00

RECORDED-FILED
ARCHIVE REC.
DISTRICT

H. A. Leadon

Notary Public for the State of Alaska
My Commission expires August 9, 1977



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REQUESTED BY E G Enterprises

ADDRESS Box 4-1298

ANCH 99509

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