

PROPOSAL 1: Changes 1) necessary to reflect any amended language to the Covenants, Conditions and Restrictions document, 2) to remove obsolete language, and 3) to correct typographical errors.

Yes

No

Page 1

Amended and Restated Declaration of Covenants, Conditions and Restrictions

Valli Vue Estates Subdivision

This Amended and Restated Declaration, made on the date hereinafter set forth by lot owners within Valli Vue Estates, ~~a limited partnership, referred to as Developer-Declarant; and certain other lot owners,~~ who have joined in executing this document, referred to as Property Owner-Declarant; ~~both of whom are hereinafter referred to jointly as~~ Declarants or Declarants. This document amends the Declaration recorded September 4, 1973 in Miscellaneous Book 218 beginning at Page 768.

Page 2

~~No-Now~~ Therefore, the Declarants hereby declare that all the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Page 3,
Article I

Section 4
"Common Area" shall mean all real property owned by the Association for the common use and enjoyment of all owners. The developer, Valli Vue Estates, a limited partnership, will at a later date, deed to the association the following described property:

Valli Vue Estates Unit I ~~Trach-Tract~~ A, excepting the rights of ingress and egress to any water well or well house and apparatus connected thereto, and the rights to drill and develop other wells and apparatus therein, said rights to remain with Valli Vue Estates, a limited partnership, or its designees or assignees as an easement in perpetuity.

Page 3,
Article I

Section 6
~~"Developer-Declarant" shall mean and refer to Valli Vue Estates, a limited partnership, its successors or assignees if such successors or assignees should acquire more than one undeveloped lot from the Developer-Declarant for the purpose of development;~~

A. "Property Owner-Declarant" or "Declarant" shall mean and refer to ~~other~~ lot owners of record or with property ownership rights, who have entered into the execution of this "Declaration."

~~B. "Declarants" shall mean and refer jointly to "A" and "B" above.~~

Page 4,
Article II

Article II

Property Rights

Section 1. Owners' Easements of Enjoyment

Every owner shall have a right and easement or enjoyment in ~~an~~ and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

B. the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

C. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of ~~each class of~~ all

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Page 5, Article II	Section 2. Delegation of Use Any owner may delegate, in accordance with the By-Laws, his right ~~or of~~ enjoyment to the Common Area and facilities to the members or his family, his tenants, or contract purchasers.
Page 5, Article III	Section 2 The Association shall have ~~two classes~~<u>one class</u> of voting membership: Class A ~~Class A members~~<u>Members</u> shall be all Owners ~~with the exception of the Developer-Declarant,~~ and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Class B ~~The Class B member shall be the Developer-Declarant, and shall be entitled to three (3) votes for each Lot owned. The~~
Page 6, Article III	~~Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier;~~ ~~a. when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or~~ ~~b. on January 1, 1980.~~
Page 6, Article IV	Section 2. Purpose of Assessments The assessments levied by the Association shall be used for the
Page 7, Article IV	maintenance and repair of the public roads, drainage, street signs, and street lighting serving the properties. The Association may, by the majority vote of the ~~Class A and Class B~~ members, elect to use assessments for any other legal purpose which serves to promote the recreation, health, safety, or welfare of the residents in the Properties, including operating community water and sewer systems.
Page 7, Article IV	Section 3. Maximum Annual Assessments The Board of Directors shall fix the annual assessments at amounts not in excess of the provisions set forth below: ~~A. Until January 1, 1974, the maximum annual assessment shall be Sixty Dollars (\$ 60.00) per lot; between January 1, 1974 and January 1, 1975, One Hundred Twenty Dollars (\$ 120.00); thereafter, One Hundred Eighty Dollars (\$ 180.00).~~ ~~B.~~ <u>A.</u> From and after January 1, 1975, the maximum annual assessment ~~of One Hundred Eighty Dollars (\$180.00)~~ may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership. ~~CB.~~ From and after January 1, 1975, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of ~~each class of all~~ members who are voting in person or by proxy, at a meeting duly called for this purpose. Section 4. Emergency Provisions The Board of Directors may fix an ~~emergency~~<u>emergency</u> assessment not in excess of Fifty Dollars (\$ 50.00) per lot by a two-thirds (2/3) vote of the entire membership of the Board. The Directors shall have sole discretion as to what constitutes an

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Page 8, Article IV	emergency. Such assessment shall only be fixed at a duly constituted meeting of the Board when: A. conditions do not allow time for a special or regular meeting of the Association membership to be called; and B. ~~The the~~ Association's funds are not adequate to pay the cost of action to be taken. Section 5. Special Assessments for Capital Improvements In addition to the annual and emergency assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, or upon public roads, including Right-of-Ways, serving the Properties, including fixtures and personal property related thereto, <u>provided that</u> any such assessment shall have the assent of two-thirds (2/3) of the ~~votes of each class of~~ members who are voting in person or by proxy at a meeting duly called for this purpose. Section 6. Notice and Quorum for Any Action Authorized Under ~~sections~~ <u>Sections</u> 3 and 5 Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of ~~each class of the~~ membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice
Page 13, Article V	Section 8. Temporary Structures No structure of a temporary character, house trailer, travel trailer, tent, shed, garage, barn, ~~quonset~~ <u>Quonset</u> hut, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.
Page 14, Article V	Section 11. Sewage Disposal All on-site sewage systems shall conform to the <u>Greater Municipality of Anchorage</u> ~~Area Borough~~ <u>code of ordinances.</u>
Page 17, Article VI	Section 4. Annexation Additional residential property and common area may be annexed to the properties for the purposes of enlarging the area to be served by this Association with the consent of two-thirds (2/3) of ~~each class of the~~ members, excepting that additional land within Valli Vue Estates Subdivision Unit II may be added to and under the covenants, rules, and regulations of the Association by Valli Vue Estates or its successors in development without the consent of the members.
Page 18 Article VI	~~Section 5. FHA/VA approval. Should FHA/VA become involved in an insuring program for any part of the properties herein, and as long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:~~ ~~Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.~~

PROPOSAL 2: Changes to 1) correct the name of the Architectural Committee for document uniformity, 2) clearly define the Architectural Control Committee, and 3) update language to allow exceptions for certain instances of tree removal.

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Yes

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No

Page 4, Article I	Section 7 <u>"Architectural Control Committee" shall mean the committee authorized to review and approve additions or changes to Properties as set forth in these Amended and Restated Covenants, to be composed of three (3) or more representatives appointed by the Board.</u>
Page 13, Article V	Section 9. Architectural Control No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of directors of the Association, or by ~~an architectural committee composed of three (3) or more representatives appointed by the Board.~~ <u>Architectural Control Committee.</u> In the event said Board, or its designated ~~committee~~ <u>Committee</u> , fails to disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will be deemed given and this Article will have been fully complied with. ~~Until the first meeting of the Association is held, the Board of Directors shall appoint one or more representatives to act as a committee in its behalf.~~
Page 14, Article V	Section 12. Completion of Exteriors All houses must be enclosed and exteriors finished within twelve (12) months of the time of the beginning of construction, except that this time may be extended at the discretion of the ~~architectural control committee~~ <u>Architectural Control Committee</u> to
Page 15, Article V	avoid hardship. No dwelling shall be occupied prior to completion of the exterior.
Page 16, Article V	Section 17. Trees No trees may be removed from any Lot except those trees necessary for clearing a construction site for the dwelling, <u>including installation or upgrade of a septic system,</u> to be constructed on that Lot, <u>or trees that have died, or due to damage or disease are likely to create a hazard.</u> It is the intent of this provision that all persons purchasing Lots shall do their utmost to maintain the trees and natural wooded surroundings of their properties. In the event of excess removal of trees on any Lot, the Owner shall be responsible to replant and maintain live trees to the satisfaction of the ~~architectural control committee~~ <u>Architectural Control Committee</u> at ~~his own~~ <u>the Owner's</u> expense. Any Lot re-contouring shall be done only with the written approval of the ~~architectural control committee~~ <u>Architectural Control Committee</u> , and such approval shall be given only after a comprehensive plan has been developed by the owner.

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PROPOSAL 3: Changes to restrict the terms for short-term rentals.

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Yes

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No

Page 10,
Article V

**Article V
Use Restrictions and Architectural
Control**

Section 1. Land Use

No Lot shall be used except for residential purposes. No dwelling on the Properties shall be rented for less than a month-to-monththree (3) day term-basis.

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PROPOSAL 4: Changes to clarify dwelling size and update appraised value.

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Yes

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No

Page 10,
Article V

Section 2. Dwelling Cost, Quality and Size.

No dwelling shall be permitted on any lotto be built or constructed at an appraised value of less than Forty-Seven Thousand Dollars (\$ 47,000.00) including land or Twenty Dollars (\$ 20.00) per square foot plus land value, which ever is greater, based upon appraised value 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 a quality of workmanship and

Page 11,
Article V

materials substantially the same or better then that which could be produced on the date these covenants are recorded, at the minimum appraised value stated here for the minimum permitted dwelling size. The Architectural Control Committee shall be empowered to resolve any question regarding appraisals and valuationsminimum dwelling size. The ground floor of the main structure, exclusive of ~~one story~~decks, open porches and garages, shall not be less than 1,200 square feet gross floor space for a one story dwelling nor less than 800 square feet gross floor space for a dwelling of more than one story. A two story dwelling shall have a minimum size of 1,600 square feet of living area- gross floor space, excluding any attached or enclosed garage floor space.

For the purposes of the square footage requirement, a dwelling containing a daylight basement shall be considered a two story building. Daylight basement shall be defined as a basement where the windowsills begin no greater than 48 inches above the level of the floor.

PROPOSAL 5: Updates to the building location to add clarifying "setback" language.

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Yes

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No

Page 11,
Article V

Section 3. Building Location

A. No building shall be located on any lot nearer than the front setback of 30 feet to the front lot line, or nearer than the secondary front setback of 20 feet to any side street lot line, unless otherwise permitted in writing by the Architectural Control Committee.

B. No building shall be located nearer than the side setback of 8 feet to any interior lot line. No dwelling shall be located on any interior lot nearer than the rear setback of 20 feet to the rear lot line, unless otherwise permitted in writing by the Architectural Control Committee.

C. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed

Page 12,
Article V

to permit any portion of a building on a lot to encroach upon another lot.

D. The Architectural Control Committee may reduce the minimums set out in (A), ~~(B),~~ and ~~(C)~~ above on individual lots which present development problems due to topography or lot sizes. The Architectural Control Committee may not reduce any setback to less than the MOA minimum setback requirements.

PROPOSAL 6 : Changes to clarify easement maintenance responsibility and reference public utility guidelines.	
☐ Yes ☐ No	
Page 12, Article V	Section 4. Easements Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, <u>plantingfill material, landscaping,</u> or other material shall be placed or permitted to remain, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage facilities in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot, except for those improvements for which a public authority or utility company is <u>all improvements on it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is</u> responsible. <u>Any landscaping, plantings, fencing, or other improvements installed in a utility easement must meet public utility guidelines.</u>

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PROPOSAL 7: Changes to include garage sale signs.	
☐ Yes ☐ No	
Page 12, Article V Page 13, Article V	Section 5. Signs No sign of any kind shall be displayed to the public view on any Lot except: one professional sign of not more than one (1) square foot, <u>or</u> one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or the developer to advertise the properties during the construction or sales period, <u>or garage sale signs which must be removed within twenty-four (24) hours of the end of the sale.</u>

PROPOSAL 8: Changes to include neighborhood signs. (Proposal 8 vote is ONLY for the red text. The blue text is from proposal 7 and not included in the proposal 8 vote.)	
☐ Yes ☐ No	
Page 12, Article V Page 13, Article V	Section 5. Signs No sign of any kind shall be displayed to the public view on any Lot except: one professional sign of not more than one (1) square foot, <u>or</u> one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or the developer to advertise the properties during the construction or sales period, <u>or garage sale signs which must be removed within twenty-four (24) hours of the end of the sale, or a subdivision identification sign located near an entrance to the neighborhood which is maintained by the Association.</u>

PROPOSAL 9: Changes to allow poultry.	
☐ Yes ☐ No	
Page 13, Article V	Section 6. Animals No animals, sled dogs, <u>or</u> livestock <u>or poultry</u> of any kind shall be raised, bred, or kept on any Lot; excepting that <u>two dogs, (maximum of two (2)), cats, or other household pets, and poultry</u> may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All permitted pets shall be confined to their Owner's property or under their Owner's control at all times.

PROPOSAL 10: Changes to expand nuisance examples.

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Yes

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No

Page 13,
Article V

Section 7. Nuisances

No noxious or offensive activity (such as loud engines, or abandoned or derelict houses) shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance or danger to the neighborhood.

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PROPOSAL 11: Changes to allow bear resistant trash cans and plant-based compost.

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Yes

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No

Page 14,
Article V

Section 10. Waste Materials

No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All such matter shall be kept in sanitary containers. All incinerators and other equipment for storage or disposal of garbage, trash, rubbish or other waste may not be kept, maintained or located on the exterior of any dwelling, except (1) in a storage shed, completely enclosed and located or connected next to exterior wall of the dwelling, or (2) in bear resistant cans stored where not visible from the street, or (3) on the day of garbage pickup. Compost of plant-based materials is specifically allowed, but should be kept out of view.

PROPOSAL 12: Changes to 1) clarify storage restrictions of recreational vehicles, 2) allow in-season recreational vehicles to be stored in driveway, and 3) allow storage or repair of one inoperative vehicle.

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Yes

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No

Page 15,
Article V

Section 13. Storage

All recreational vehicles (RV), boats, campers, trailers, campers, motorcycles, snow machines, all-terrain vehicles, and other watercraft, cross country vehicles of any type, midget-car off season vehicles, and all other similar types of property must be stored, kept, located and maintained behind the front ~~building~~ set-back line and no (30 feet from the front property line), unless the front set-back of the original house is closer than 30 feet, in which case this type of property must be behind the actual front set-back line of the house. No such property may be stored, kept or maintained on any street in the subdivision. However, in-season vehicles (using 15 May and 30 September as cut-off dates) may be stored in the driveway of the Owner's lot.

Only one (1) inoperative vehicle may be stored on any lot at any given time while it is being repaired or rebuilt and shall be the property of the resident. Any outdoor repair or rebuilding work on the inoperative vehicle shall take place to the rear or side of the primary structure and shall be screened from view from streets and adjacent property lines.

PROPOSAL 13: Changes to remove the allowance of a carport for new construction.	
☐ Yes	☐ No
Page 15, Article V	Section 14. Garage Each new dwelling unit constructed in the subdivision shall have a minimum of a single car garage ~~or carport~~ .

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PROPOSAL 14: Changes to clarify vehicle storage classification and restrictions.	
☐ Yes	☐ No
Page 15, Article V	Section 15. ~~Automobiles~~ Vehicles No ~~automobiles~~ vehicle may be abandoned or allowed to remain outdoors in <u>view from property lines on</u> any Lot for more than seven (7) days if it is not in operating condition ~~and all vehicles on any Lot must be licensed.~~ <u>An inoperative vehicle that has not moved in fourteen (14) consecutive days is considered a stored vehicle (See Section 13).</u>
Page 16, Article V	No heavy equipment may be parked on any Lot or street except during the time it is working in the subdivision. No Lot or street may be used for the storage of any equipment, material or merchandise used or to be sold in a trade or business.

PROPOSAL 15: Changes to add the current location of the enforcement policy.	
☐ Yes	☐ No
Page 17, Article VI	Section 1. Enforcement The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. <u>The enforcement of fines for violations of the Declarations, Bylaws, rules and regulations of the association can be found in the Administrative Resolutions adopted by the Board.</u>

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