

**EXHIBIT A**

University of Alaska

*Same for all lots JTG  
CC***MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
KALGIN ISLAND ESTATES NO. 1 SUBDIVISION**

**THIS DECLARATION** of covenants, conditions, and restrictions is made this 8<sup>th</sup> day of October, 2004 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 Land Management office (hereinafter referred to as "Declarant").

**RECITALS**

1. **WHEREAS**, Declarant is the owner of that certain real property described as:
 

**Kalgin Island Estates No. 1 Subdivision according to Plat 2004-54 of the records of the Anchorage Recording District, Third Judicial District, State of Alaska ("Subdivision"); and**
2. **WHEREAS**, Declarant has established a general plan for the development of the Subdivision and it is Declarant's desire and intention to subject some the real property in the Subdivision to certain covenants, conditions and restrictions for the benefit of said property, the Declarant, and future purchasers of the property, and it is intended that said covenants, conditions and restrictions bind and benefit not only said purchasers and Declarant, but also their respective successors, heirs and assigns, and that all said property shall be held, used, leased sold and conveyed subject to the covenants, conditions and restrictions set forth in this Declaration; and
3. **WHEREAS**, by means of the covenants, conditions and restrictions set forth in this Declaration, it is the intention of the Declarant to a) ensure the enhancement and preservation of property values, b) provide for proper design, development, improvement and use of the Subdivision, c) create a residential development of high quality, and, d) promote the health, safety and welfare of the residents; and

4. **NOW THEREFORE**, the Declarant subjects certain property in the Subdivision to covenants, conditions and restrictions as set forth hereinafter creates a planned community within the meaning of chapter 34.08 of the Alaska Statute.

**ARTICLE I**  
**DEFINITIONS**

As used in this Declaration, unless context otherwise specifies or requires, the following words and phrases shall have the meanings as set forth below.

1. **Annexation:** The process by which additional tracts or parcels of land within the Subdivision are made subject to this Declaration.
2. **Building:** Any 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.
3. **Declarant:** 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 Land Management Office.
4. **Declaration:** This Master Declaration of Covenants, Conditions and Restrictions for Kalgin Island Estates No. 1 Subdivision and, as it may from time to time be amended.
5. **Deed of Trust:** A mortgage as well as a deed of trust.
6. **Dwelling:** The permanent house where the Owner or Occupant lives on the Lot.
7. **Improvement:** Includes, but is not limited to, buildings, dwellings, outbuildings, roads, driveways, parking areas, water wells, septic tanks, seepage pits and leach fields, wastewater treatment facilities, 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.
8. **Lot:** A tract or parcel of land or which is designated as a tract or lot on the recorded plat of the Subdivision or on a plat further subdividing a portion of the Subdivision.



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9. **Mortgage:** A deed of trust as well as a mortgage.
10. **Mortgagee:** A beneficiary under, or holder of, a deed of trust as well as a mortgagee under a mortgage.
11. **Municipal Code:** The code of ordinances of any organized city or borough within whose border the Subdivision located.
12. **Occupant:** A lessee or licensee of an Owner or any other person or entity, other than an Owner, in lawful possession of a Lot in the Subject Property.
13. **Owner:** A person(s) or other legal entity or entities, including the Declarant, holding title to a Lot in the Subject Property or in possession of a Lot pursuant to an installment contract of sale.
14. **Plat:** The recorded plat of the Subdivision or a recorded plat further subdividing a portion of the Subdivision.
15. **Property Line:** The boundary between any Lot within the Subdivision and all other Lots, streets and water bodies bordering upon said Lot.
16. **Record, Recorded, Recordation:** With respect to any document, the recordation of said document in the Anchorage Recording District, Third Judicial District, State of Alaska, or successor.
17. **Residential Lots:** Lots specifically designated by Declarant to be used for residential purposes.
18. **Sign:** Any structure, device or contrivance, electric or non-electric, upon or within which any poster, bill, bulletin, printing, lettering, painting, device, or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted or otherwise fastened or affixed.
19. **Street:** Any street, highway, right-of-way, road or thoroughfare within or adjacent to the Subdivision and shown on any recorded subdivision plat, recorded easement document or record of survey, whether designated thereon as a street, boulevard, place, drive, road, court, terrace, way, lane, circle or otherwise.



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20. **Subdivision:** The Real property more particularly described as Kalgin Island Estates No. 1 Subdivision according to Plat 2004-54 of the records of the Anchorage Recording District, Third Judicial District, State of Alaska.
21. **Subject Property:** The property within the Subdivision subjected to this Declaration by Article II Section 1, below or hereinafter made subject to this Declaration by Annexation.
22. **Visible From Neighboring Property:** With respect to any given object on a Lot, that such object is capable of being seen by a person six (6') feet tall, standing on any part of any adjacent Lot or other property at an elevation no greater than the elevation of the base of the object being viewed.

**ARTICLE II**  
**SUBJECT PROPERTY AND RESERVED DEVELOPMENT RIGHTS**

1. **General Declaration.** Declarant hereby declares that the following described real property within the Subdivision:

**Lots 1 through 25, KALGIN ISLAND ESTATES NO. 1  
SUBDIVISION, according to the plat filed on May 27, 2004, as Plat  
Number 2004-54, records of the Anchorage Recording District, Third  
Judicial District, State of Alaska, ("Subject Property")**

shall be conveyed, hypothecated, encumbered, leased; occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration. All of the covenants, conditions and restrictions set forth herein shall run with all of the Subject Property for all purposes and shall be binding upon and inure to the benefit of Declarant, Owners, Occupants and their successors in interest as set forth in this Declaration. Notwithstanding the foregoing, no provision of this Declaration shall be construed or enforced to prevent or limit the Declarant's right to engage in normal construction activities during the construction of improvements upon any Lot, public right-of-way, easement, public use area, greenspace, open space or common area in the Subdivision.
2. **Reserved Development Rights.** Declarant hereby reserves unto itself the right to, at its sole discretion:
  - a. Cause the annexation into the Subject Property of, and the Subdivision of, the following described real property:

**Tract A of Kalgin Island Estates No. 1 Subdivision according to Plat 2004-54 of the records of the Anchorage Recording District, Third Judicial District, State of Alaska.**

- b. Create lots, common elements, or limited common elements within the Subject Property, and or Subdivision, any lot or tract thereof, or any combination of lots or tracts thereof.
  - c. Subdivide any lot or tract within the Subject Property or convert them into common elements.
  - d. Withdraw any lot or tract from the Subject Property.
  - e. Add additional, unspecified real property not to exceed ten percent (10%) of the real property described in Article II Section 1 above, to the Subject Property.
- 3. Conditions Concerning Exercise of Development Rights.** Each development right described in Article II Section 2, above shall be subject to the following:
- a. The maximum number of Lots in the Subject Property which may exist at any time is fifty (85).
  - b. The boundaries of the portions of the Subject Property which are subject to the right are the boundaries of each lot or tract shown on the Plat.
  - c. The time for the exercise of the development right expires on the earlier of **1)** the end of the initial term of this Declaration or, **2)** as to a particular lot or tract, the date the fee interest in the lot or tract is conveyed by Declarant.
  - d. The right may be exercised with respect to different lots or tracts or groups of lots or tracts at different times in any order which Declarant may choose.
  - e. If a right is exercised as to a particular lot or tract, the right need not be exercised as to any other lot or tract.
- 4. Procedure for Exercising Development Rights.** The rights described in Article II Section 2 above shall be exercised by recording an amendment to this Declaration and a Plat, if necessary, all in accordance with applicable law. Upon such recording, the provisions of this Declaration shall apply (or cease to apply in the event of a withdrawal) to such property in the same manner as if it were originally covered by (or excluded from



in the event of a withdrawal) this Declaration and the rights, powers, and responsibilities of the Owners and occupants of Lots shall be the same as those in the original Subject Property except as otherwise provided in the amendment in accordance with applicable law.

**ARTICLE III**  
**DEVELOPMENT STANDARDS**

1. **Minimum Setbacks.**
  - a. Improvements. No part of an Improvement shall be placed closer than fifty (50') feet from a Property Line. The following Improvements, or parts of Improvements, are specifically excluded from these setback requirements:
    - i. Steps, walkways, and driveways;
    - ii. Fences and planter
    - iii. Public utility facilities.
  - b. Septic Tanks, Seepage pits and Leach fields. Septic tanks, seepage pits or leach fields shall be located in compliance with all local, state and federal regulations, but in no case shall they be located within one hundred (100') feet of a well or water body.
2. **Building Size and Quality.** No Building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) Dwelling, one (1) outhouse and one (1) accessory Building. All Buildings shall be designed and constructed to assure conformance to minimum standards of the state and local building code requirements, if any, as of the year of construction. The exterior of the all Buildings shall be finished with earth-toned non-reflective surface treatments and construction and completed within two (2) years after the beginning of construction.
  - a. The Dwelling. The Dwelling shall not to exceed three (3) above-ground levels and/or thirty-five (35') feet in height as measured from undisturbed ground level on the uphill side of the Dwelling to the highest point on the Dwelling, and not to provide for more than one (1) single-family unit. The minimum permitted Dwelling size for a Lot shall be four hundred (400') square feet, exclusive of basement, garages, decks and open porches.



- b. The Accessory Building. The accessory Building, such as a garage, studio, shed, boathouse or other Building customarily adjunct to a place of residence, shall be of a permanent nature and of harmonious design and appearance with the Dwelling house. The accessory Building shall not to exceed two (2) above-ground levels and/or twenty five (25') feet in height as measured from undisturbed ground level on the uphill side of the accessory Building to the highest point on the accessory Building. The maximum accessory Building size for a Lot shall five hundred (500') square feet, exclusive of basement, garages, decks and open porches or the size of the Dwelling house, whichever is less.
- c. The Outhouse. The outhouse shall be of harmonious design and appearance with the Dwelling house. The outhouse shall, not exceed fifty (50') square feet in size.

#### ARTICLE IV PROTECTIVE COVENANTS

1. **Permitted Uses.** All Lots, unless expressly designated by Declarant, are Residential Lots for residential use only. Provided, however, professional, administrative, and other commercial activities may be permitted within a residential Dwelling or associated accessory Building, provided that **a)** it is completely contained within the Dwelling or associated accessory Building, **b)** there is no indication from the exterior of the Dwelling or associated accessory Building that it is being used in part for home occupation purposes, and **c)** such activities do not violate any other covenants, conditions and restrictions contained herein, and **d)** such uses do not cause or produce health, noise, heat, light, odors, visual or safety impacts noticeable and materially different from a residential use. Signs may be placed on the property in connection with the activities if they comply with Article IV, Section 8, herein. This provision is not meant to prohibit the placement of fishing gear or boats on the Subject Property.
2. **Easements.** Easements for installation and maintenance of utilities, access and water drainage are reserved as shown on the Plat. Within these easements, no Buildings, or other Improvement shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, access, or drainage systems.
3. **Parking.** Each Owner shall provide adequate off-road parking for all vehicles including boats. No vehicles, including boats, shall be parked on any public right-of-way located within or adjacent to the Subdivision.



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4. **Nuisances.** No nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any adjacent Lot, or to its occupant. A nuisance shall include, but not be limited to, any of the following conditions:
  - a. Excessive Noise. Continuous noise disturbances caused by motorized vehicles, or excessive noise disturbances caused by any equipment, generator, machine, device, or any combination of same, except for temporary use in construction of a permanent Dwelling on the Lot. All vehicles, equipment, generators, machines, devices, or combination of same operated within the Subject Property shall be muffled and housed so as to minimize noise levels.
  - b. Parking/Storage. The storing of vehicles (excluding boats), machinery, surplus equipment, scrap or any other items not directly connected with the strictly residential use of the land, or the collection and keeping of non-operating motor vehicles and other non-operating machinery of any other type on the Subject Property.
5. **Condition of Property and Improvements.** The Owner or occupant of any Lot shall at all times keep the Lot and Owner's Dwelling, Buildings, and Improvements, in a safe, clean, and wholesome condition; and comply, at Owner's own expense, in all respects with all applicable governmental, health, fire and safety ordinances, regulations, requirements and directives. Each Building and Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished.
6. **Garbage and Refuse Disposal.** No Lot 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 disposed of in compliance with all local, state and federal regulations. Containers and equipment used for the storage or disposal of refuse shall be maintained in a clean and sanitary condition and in accordance with the requirements of the State of Alaska.
7. **Temporary Structures.** No Building of a temporary character such as a trailer, shack, shed, garage, mobile home with or without a foundation, or other accessory Building shall be used on any Lot at any time as a residence or business either temporarily or permanently, unless the same is present for the actual construction or repair of a permanent structure on the Lot. In no event shall the temporary structure be used for a period of more than ninety (90) days. Nothing contained herein shall be deemed to forbid the temporary use of tents, adjacent to the Dwelling, to accommodate extra guests or family members, on occasion.





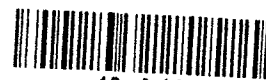
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8. **Signs.** No sign of any kind shall be displayed to the public view on any Lot except for **a)** one (1) professional sign of not more than ten (10') square feet **b)** two (2) signs of not more than ten (10) square feet advertising the Lot for sale or rent, **c)** the minimum number and size of No Trespassing/ No Hunting signs as provided for in Alaska Statutes 11.46.350, and **d)** signs used by the Declarant to advertise lots during the development and sales period and permanent subdivision signs.
9. **Airports and Heliports.** No airport, airstrip, airfield, heliport, or aircraft landing strips, sites or pads of any kind whatsoever shall be permitted within the Subject Property. No aircraft, airplanes, gliders, helicopters or helicopters of any kind whatsoever, other than in the case of an emergency, shall be permitted to land or set down on any clearings, roads, rights-of-way or other areas within the Subject Property.
10. **Public Utilities.** The construction and operation of public utilities in rights-of-way dedicated to the public must be approved by the appropriate governmental authority, if any.
11. **Utility Lines and Antennas.** No sewer, drainage or utility lines, or wires or other devices for the communication or transmission of electric current, power, or signals, including but not limited to, telephone, television, microwave or radio signals, or alternative energy generators shall be constructed, placed or maintained anywhere in or upon any portion of the Subject Property other than within the Dwelling or other accessory Buildings unless the same shall be contained in conduits or cables constructed, placed or maintained underground or otherwise concealed from public view to the extent practical. No parabolic or other antenna for the transmission or reception of telephone, television, microwave or radio signals or alternative energy devices, shall be constructed, placed or maintained within fifty (50') feet of any Property Line and shall be placed in or upon a Lot so as to be concealed, whenever possible, from public view and to minimize its visual impact on other Lots. No parabolic or other antenna for the transmission or reception of telephone, television, microwave or radio signals or alternative energy devices shall be constructed, or placed on any Lot at a height of more than ten (10') feet above the residential Dwelling. Additionally, parabolic antennas located on the roof of the residential Dwelling, or other accessory Buildings, shall not exceed one (1) meter in diameter. This restriction is not meant to prohibit the erection or use of temporary utility facilities incidental to the construction or repair of Improvements within the Subject Property nor permanent public utility facilities required by a governmental agency to be placed or maintained above or below ground. This provision is not meant to prohibit the placement of satellite television and radio and television antennas on the Subject Property.



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12. **Animals.** No animals shall be raised, bred or kept on any Lot, except that a maximum total of three (3) dogs, cats or other strictly household pets may be kept; provided that, they are not kept, bred, or maintained for any commercial purpose. This limitation is not meant to exclude (1) litter of puppies, allowed to create a noticeable health, noise, odor, visual impact or other nuisance upon neighboring properties. No vicious animal, as determined by the appropriate governmental agency, shall be kept on any Lot.
13. **Gravel/Subsurface Estate.** No Lot shall be used in any manner to explore for or to remove any steam, heat, oil, or other hydro-carbons, gravel, earth or any earth substances or other minerals of any kind; provided, however, that this shall not prevent the excavation of earth in connection with the grading or construction of improvements on the Lot. Water may be extracted to the extent permitted by applicable governmental agencies.
14. **Wetlands.** No filling of wetlands shall be permitted unless a permit or other approval from the Corps of Engineers, or its successor, is first obtained.
15. **Clearing and Burning.** Trees may be cleared and thinned to provide adequate building sites, yards, gardens, access, utilities, to enhance views and for reasons of safety, provided that, to the extent reasonably possible, the natural beauty and aesthetic value of the Lots are maintained. Bulldozers and/or other heavy equipment may be used to clear driveway, dwelling, and accessory building sites only. To preserve the natural environment and to prevent unnecessary damage to vegetation, 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 Subdivision. All cleared or exposed soil surfaces disturbed by construction or landscaping activity will be re-seeded to provide a suitable ground cover to prevent soil erosion.
16. **Drainage Ditches and Culverts.** No obstructions shall be placed in drainage features, including ditches and swales, on or adjoining any Lot. Drainage features shall not be filled in or allowed to erode. 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 State of Alaska, Department of Transportation and Public Facilities (DOT/PF), or its successors, the more stringent requirements shall prevail.
17. **Driveways.** The first thirty (30') feet of all driveways shall have the same or better quality finish surface as the road to which they connect. 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 road surface is upgraded after the start or completion of any Building construction, the Lot Owner shall, within one (1) year, upgrade said Owner's driveway to the same or better quality road surface, at said Owner's own expense. Owners shall comply with all driveway permitting requirements, if any, set forth by the DOT/PF, or its successor.

18. **Water Runoff.** All driveways that have water runoff downhill towards dedicated roads and rights-of-way shall construct a crown on the driveways and ditches along both sides of the driveways to prevent any water runoff from flowing out onto adjacent roads and rights-of-way causing any type of erosion or deterioration. If erosion or deterioration occurs, the Lot Owner shall be responsible and liable for repair work necessary to restore the roads and rights-of-way to original standards prior to the erosion and deterioration caused by the run-off.
19. **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 State of Alaska, Department of Environmental Conservation (DEC).
20. **Homeowners' Association and Service Areas.** This Declaration shall not prevent the Owners of Lots in the Subject Property from organizing or petitioning to establish a Homeowners' Association or a Service Area, or to annex the Subject Property into an existing Service Area for the purpose of making additional improvements or providing other service; provided however that the Declarant shall not be liable to pay, but may choose to pay any costs, fees or special assessments levied against its interest in the Subject Property stemming from the establishment of any Homeowners' Association or Service Area.

## **ARTICLE V** **AMENDMENTS**

1. **Procedure.** In addition to amendments which may be made by the Declarant and except as otherwise provided in this Declaration or applicable law, any covenant, condition or restriction contained herein, may be terminated, extended, modified or otherwise amended, as to the whole of the Subject Property or any portion thereof, with the written consent of the Owners of seventy-five percent (75%) of the Lots in the Subject Property.
2. **Subdivision.** No Lot may be reduced in size by re-subdivision except a) through the exercise of a right reserved by the Declarant in Article II herein and b) if the Owners of



three (3) or more contiguous Lots divide the inner or middle Lot and increase the size of the two (2) remaining Lots but the rights and obligations allocated to such remaining Lots shall not thereby be larger than those of other Lots.

**ARTICLE VI**  
**ENFORCEMENT**

1. **Liable.** The Owner of each Lot shall be primarily liable, and the Occupant, if any, secondarily liable for the violation or breach of any covenant, condition or restriction herein contained. These covenants conditions and restrictions operate for the benefit of Owners of Lots within the Subject Property and such persons are specifically given the right to bring legal proceedings against the person or persons who have violated or are attempting to violate any of these covenants, conditions or restrictions; and/or the right to enjoin or prevent them from doing so, to cause said violation to be remedied, or to recover damages for said violation. All remedies shall be cumulative and not exclusive.
2. **Deemed to Constitute a Nuisance.** The result of every act or omission whereby any covenant, condition or restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law against an Owner or Occupant either public or private, shall be applicable against every such result and may be exercised by any Lot Owner or the Declarant.
3. **Attorney's Fees.** In any legal proceeding for the enforcement of this 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 actual reasonable attorney's fees of the prevailing party.
4. **Effect of Failure to Enforce.** The failure of the Declarant or Lot Owners to enforce any requirement, restriction or standard herein contained shall in no event be deemed to be a waiver of the right to do so thereafter or in other cases, nor of the right to enforce any other restriction. Declarant shall be under no obligation to enforce this Declaration but may at its option, chose to do so.

**ARTICLE VII**  
**GENERAL PROVISIONS**

1. **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 Subject



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- 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 person acquired an interest in the Subject Property.
2. **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 in the Subject Property; **b)** shall create mutual, equitable servitudes upon each Lot in favor of every other Lot; **c)** shall create reciprocal rights and obligations between respective Owners and Occupants of all Lots and privity of contract and estate 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.
  3. **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 the Subject Property or a portion thereof. If any portion of the Subject Property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sale and its successors and assigns shall hold any and all property so purchased subject to all of the covenants, conditions and restrictions contained in this Declaration.
  4. **Captions.** The captions of articles and sections herein are used for convenience only and are not intended to be a part of this Declaration or in any way define, limit or describe the scope and intent of the particular article or section to which they refer.
  5. **Severability.** If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.
  6. **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.
  7. **Term.** This Declaration shall be effective for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years unless otherwise amended as provided in Article V herein
  8. **Municipal Code.** If any provision of this Declaration shall be in conflict with any provision of a Municipal Code including but not limited to, zoning provision, thereof, the more restrictive of such provision, shall apply.



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

**UNIVERSITY OF ALASKA**

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

10-08-04  
Date

**ACKNOWLEDGMENT**

STATE OF ALASKA                    )  
  ) : ss  
THIRD JUDICIAL DISTRICT        )

**THIS IS TO CERTIFY** that on this 8<sup>th</sup> day of October, 2004, 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 constitutional corporation organized and existing under the 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 therein mentioned.

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**

