

DECLARATION OF COVENANT  
RESTRICTIONS OF THE CANYON LAKE SUBDIVIS

ION, INC.

The State of Alaska, through the Division of Management, of the Department of Natural Resources is the owner of certain real property located in Alaska which is more particularly described in the ASLS Subdivision, ASLS 80-139, within sections 1 and 2 S.M., Alaska..

The Declarant hereby declares that all parcels within the subdivision shall be held, sold and conveyed subject to the covenants, and conditions, which shall run on all the owners of parcels within the subdivision, their heirs successors and assigns each owner thereof.

ARTICLE

Section 1. "Association" means the Canyon Lake Association and its successors and assigns.

Section 2. "Owner" means the record owner of a parcel within the Canyon Lake subdivision, a purchaser under contract of a homesite entry authorization, excluding a mortgage interest merely as security for the performance of the contract.

Section 3. "Properties" means that certain parcels within the subdivision described, and such additions thereto as may be made within the jurisdiction of the Association.

CANYON LAKE SUBDIVISION HOMEOWNER'S ASSOCIATION,

The State of Alaska, through the Division of Forest, Land and Water Management—entirety of the Department of Natural Resources, hereafter the Declarant, is the owner of certain real property located in Manuskwa-Susitna Borough,

particularly described as follows: Canyon Lake sections 14, 15, 22, 23, 24 of T.21N., R.13W.,

The Declarant hereby declares that all of the property described above subject to the following restrictions, shall run with the real property and the undivided parts of the described properties and shall inure to the benefit of successors and assigns, and shall inure to the benefit of

ARTICLE 1

means the Canyon Lake Homeowner's Association, its

means the record owner or owners of a lot within the Canyon Lake subdivision, a purchaser under contract with the Declarant, and the holder, entry authorization, excluding the Declarant and those using such for the performance of an obligation.

• Properties" means that certain real property hereinbefore and such additions thereto as hereafter be brought within the

ARTICLE 11

and the name of the Canyon Lake

Homeowner's Association, Inc. as a corporation organized for

a sewer system within the subdivision, and to provide other necessary services. With the aid of local government is able and willing to assume responsibility of the. This Homeowner's Association shall have all of the powers set forth in the articles of Incorporation, Bylaws, this declaration.

#### ARTICLE 111

Owner of a parcel in Canyon Lake subdivision automatically a member of Canyon Lake Homeowner's Association. If subject to this Declaration, the Incorporation and the Bylaws promulgated by the Association. All subsequent owners of any parcel within this subdivision automatically of the Association are subject to the Declaration, articles and Bylaws to the extent as of the Association.

#### ARTICLE IV

Section I. Creation of a Lien and Personal Obligation of Each owner of a lot within the subdivision, by acceptance of a sale contract, deed or home site entry permit, is deemed to covenant and agree to pay the association: (1) annual assessments charges, and (2) special assessments for capital improvements, such to be established and collected as hereafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the owner's interest in the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the

person who was the owner of property at the time the assessment fell due. The person liable for delinquent assessments shall not pass to his successors in title unless expressly stated by the deed.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Reserved or Common Areas within the subdivision and construction and maintenance of capital improvements.

Section 3. Special Assessments for Capital Improvements.

In addition to annual assessments, the Association may levy 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. Both annual and special assessments must be fixed at a uniform rate for all parcels and may be collected on a monthly basis.

Section 4.

All assessments levied by this Homeowners Association must have the assent of a majority of the owners of lots in the subdivision.

Section 5. Notice of

Written notice of any meeting called for the purpose of taking assessments shall be sent by registered or certified mail to all owners not less than 30 days nor more than 60 in advance of the meeting.

Section 6. Exempt Property.

Where the Declarant is the record owner of a parcel subject to a leasehold entry permit or land sale contract, the assessment is upon the leasehold permittee's or purchaser's interest in the parcel. There may be liens upon the Declarant's interest in the parcel. All properties by the Declarant which are not subject to a sales contract, leasehold entry permit, and are properties dedicated to, and accepted

Section 1. Enforcement

The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, any restrictions, conditions, covenants, reservations, liens, charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association by any to enforce any covenant restriction herein contained shall in no event constitute a waiver of right to do so thereafter. Section 2. Severability.

Enforcement of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Duration

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this instrument is recorded, after which time they shall be automatically extended successive periods of (10) years. This Declaration may be terminated by an instrument signed by not less than a majority of the owners of the lots in the subdivision. This instrument must be recorded.

Theodore G. Smith, Director  
Division of Forest, Land and  
Water Management

STATE OF ALASKA

Third Judicial District

THIS IS TO CERTIFY that this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, E.L. \_\_\_\_\_ of the Division of Forest, Land and Water Management of the Department of Natural Resources of the State of Alaska, executed the foregoing

BOOK 674

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Declaration of Covenant, Conditions and Restrictions of the Canyon Lake  
Alaska Homeowner's Association and acknowledged voluntarily signing the  
same.

*Arto Kullberg*  


Notary Public in and for the State of Alaska

My Commission Expires: October 23, 1983

81-070405  
NC

RECORDED-FILED  
ANCHORAGE REG.  
DISTRICT

Dec 1 2 13 PM '01

REQUESTED BY AS/DNR  
ADDRESS Atta Miles Kullberg  
555 Cordova