

**MASTER DECLARATION**  
**AND OTHER GOVERNING DOCUMENTS**  
**STREAM HILL PARK SUBDIVISION**

Disclaimer: These are draft documents for review and are subject to change and additional provisions. Final documents provided at closing will be substantially similar. Please review the final versions along with other closing documents at the time of closing. If changes are made to any of the various project documents those changes will not materially interfere with the quiet enjoyment or use of any lot in the Subdivision.

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# **MASTER DECLARATION**

## **PURPOSE**

This Declaration and the other governing documents are intended to create a community of common interests governed by good design, common sense, and consensus. These documents are not intended to create oppressive oversight or control over the homeowners or individuals who live in the subdivision. Insofar as any of those who will later administer these declarations ignore or under represent any of these goals, they are not serving the purpose intended here.

## **GOVERNING DOCUMENTS**

The “Master Declaration” document is one of six documents governing the Stream Hill Park Subdivision and related Homeowners Association. The “Master Declaration,” the “Organization of Homeowners Association” document, the “Homeowners Association Bylaws,” the “Covenants, Conditions, and Restrictions” document, the “Architectural Review Committee” document, and the “Design Manual” will, when considered together, govern the business of the Stream Hill Park Subdivision and related Homeowners Association.

### **I. LIMITED LIABILITY EXPENSE PLANNED COMMUNITY**

1. Name. The name of the common interest community is Stream Hill Park (SHP).
2. Type of Community. Stream Hill Park is a limited liability expense planned community of the type referred to in Alaska Statute 34.08.030.
3. Declarants. The Declarants of this Master Declaration and the developers of the Stream Hill Park Subdivision are Thomas M. Taffe and Devony Lehner Taffe.
4. Development Rights. Stream Hill Park is not subject to future development rights.
5. Homeowners’ Association. The name of the homeowners’ association associated with Stream Hill Park shall be the Stream Hill Park Homeowners Association.
6. Common Expense Liability Limit. Initially, the annual average common expense liability of all lots restricted to residential purposes, exclusive of optional user fees and any

insurance premiums paid by the association, will not exceed \$181.00, or \$15.10 a month. (\$100 in 1986 dollars as adjusted under Alaska Statute 34.08.820 by the cumulative national inflation rate from 1986 to 2005). This maximum can only be increased once a year by the percentage amount of the national inflation rate for the previous year and subject to the limitations of A.S. 34.08.820. Furthermore, the Homeowners Association may collect less than the maximum.

7. Maximum Annual Assessment. Initially, the maximum annual assessment on a residential lot will not exceed \$545.00, or \$45.00 a month. (\$300 in 1986 dollars as adjusted under Alaska Statute 34.08.820 by the cumulative national inflation rate from 1986 to 2005). This maximum can only be increased once a year by the percentage amount of the national inflation rate for the previous year and subject to the limitations of A.S. 34.08.820. Furthermore, the Homeowners Association may collect less than the maximum.

8. Recording District. The recording district in which the common interest community is situated is the Homer Recording District.

9. Real Estate. See Exhibit 1 for an air photo (prior to development) of the real estate comprising the residential lots, the commonly owned park tracts included in the Subdivision, and the adjacent land owned by the Declarants.

10. Boundaries of Residential Units. See Exhibit 2 for a post development representation of the Subdivision showing the boundaries of each residential lot created by the declaration and the identifying number of the lot.

11. Common Interest Elements. See Exhibit 3 for a graphic overview of the tracts comprising the common interest elements, their relationship to the residential lots, and their relationship to the adjacent tracts owned by the Declarants that are not included in the Subdivision.

12. Tract Uses

- Tract A (Equestrian and Hiking Trails) Horses and hikers only.
- Tract B (Wildlife Corridor and Hiking Trails) Dogs, hikers, and horses allowed.
- Tract C (Equestrian) Horses and hikers only.
- Tract D (Hiking and Walking) Walkers and hikers. No horses. Dogs on a leash.
- Tract E (Doggie Park) Dogs and walkers.
- Tract F (Not Included in subdivision) Easements: horses, hikers, walkers, and dogs.
- Tract G (Drainage) Walkers and dogs.

- Tract H (Not Included in subdivision) Easements: horses, hikers, walkers, and dogs.
- Tract I (Drainage) Walkers

13. Phase One Enlargement. See Exhibit 4, which is an enlargement of the Phase One lots showing dimensions, square footage, and pricing categories.
14. Phase One Plat Map. See Exhibit 5, which is a copy of the final plat map recorded by the Declarants with respect to Phase One of the Subdivision.
15. Topographical Information. See Exhibit 6, which is a graphic representation of the topography of the Subdivision (and Declarants' adjacent property). See also Exhibit 7, which is a close-up graphic representation of the topography of Phase One of the Subdivision.
16. Site Plan. See Exhibit 8, which is an example of a site plan map.
17. Maximum Number of Residential lots. Declarants have created 72 residential lots, which will be sold in three phases. This is the maximum number of residential lots that can be included in the Subdivision.
18. Adding Additional Real Estate. Declarants may amend this Declaration at any time for the purpose of adding additional real estate to the planned community. Declarants may add real estate (or other property rights, such as easements) to the planned community, but cannot increase the number of residential lots beyond 72.
19. Allocation of Interests. The formula used to establish allocations of interests will be  $1/x$  where  $x$  is the total number of lots (72) comprising the residential portion of the planned community. The owners of each residential lot in the planned community are entitled to that fraction or percentage of a portion of the votes in the Association and are encumbered with that same fraction or percentage of the common expenses. If a lot owner owns more than one lot, then he or she is entitled to an additional vote, obligation, and interest for each additional lot. A homeowner may choose to combine two or more contiguous lots into one, which will reduce his/her voting rights and obligation for liabilities to that of a single lot. If a lot is withdrawn from the community, all shares and interests will be immediately adjusted to reflect the withdrawal.
20. Easements and Licenses. The recorded easements and licenses appurtenant to or included in the common interest community, or to which any portion of the common interest community is or may become subject by virtue of a reservation in the declaration, include:
  - a) Historical easements and water rights. (See Exhibit 9, Certificate to Plat.)

- b) City of Homer road maintenance easements. (See Exhibit 4, Phase One Plat Map.)
- c) City of Homer culvert maintenance easements. (See Exhibit 10, example draft of a culvert maintenance easement agreement with the City of Homer.)
- d) Homer Electric Association Utility easements. (See Exhibit 4, Phase One Plat Map.)
- e) ACS easements. (See Exhibit 4, Phase One Plat Map, notes.)
- f) GCI easements. (See Exhibit 4, Phase One Plat Map, notes.)
- g) Wireless Internet Service easements. Declarants will negotiate wireless Internet service agreements (“wifi”) and reciprocal easement agreements on behalf of the Homeowners Association using their best judgment.
- h) Trail easements. Trail and conservation easements will be recorded by Declarants using their best judgment (on behalf of the Homeowners Association).
- i) Equestrian easements. Equestrian easements will be recorded by Declarants using their best judgment (on behalf of the Homeowners Association).
- j) Reciprocal easement agreements. Using their best judgment, Declarants will negotiate and record reciprocal easement agreements with equestrian associations, educational entities, and neighboring landowners.
- k) Subdivision Agreement. City of Homer Subdivision Agreement with Declarants.

## **AMENDMENTS**

21. Amendments. Any portion of this Declaration may be amended. Amendments must be proposed by a member of the Executive Board of the Homeowners Association and ratified by a two-thirds vote of the residential lot owners (ultimately, 48 out of 72). This Master Declaration may be amended at any time and from time to time by recording an instrument executed by the lot owners holding not less than two-thirds (2/3) of the voting interest of the membership, provided that for as long as Declarants offer residential lots for sale, no amendment will be effective without Declarants’ express written consent.

## II. ORGANIZATION OF HOMEOWNERS ASSOCIATION

### GOVERNING DOCUMENTS

The “Organization of Homeowners Association” document is one of six documents governing the Stream Hill Park Subdivision and related Homeowners Association. The “Master Declaration,” the “Organization of Homeowners Association” document, the “Homeowners Association Bylaws,” the “Architectural Review Committee” document, the “Design Manual,” and the “Covenants, Conditions, and Restrictions” document, will, when considered together, govern the business of the Stream Hill Park Subdivision and related Homeowners Association.

### PLAN OF ORGANIZATION

1. Homeowners Association. An association of residential lot owners will be organized no later than the date on which the first lot in the common interest community is conveyed.
2. Membership. The membership of the association shall consist of all residential lot owners or, following termination of the common interest community, all former lot owners entitled to distributions of proceeds or their heirs, successors, or assigns.
3. Limited Liability Corporation. The Homeowners Association will be a limited liability corporation.
4. Upkeep of Common Interest Community. If a residential lot owner inflicts negligent or reckless damage on any of the commonly owned property, that lot owner is responsible for the damage. Otherwise, the Homeowners Association will be responsible for the maintenance, repair, and replacement of the common elements.
5. Declarants’ Tort and Contract Liability. Neither the Homeowners Association nor any lot owners other than Declarants are liable for the torts of the Declarants.
6. Association Tort and Contract Liability. An action alleging a wrong done by the Homeowners Association must be brought against the Homeowners Association and not against a lot owner.
7. Insurance. Commencing not later than the first conveyance of a lot to a person other than Declarants, the Association shall maintain, to the extent reasonably available:

- a) Liability Insurance in an amount determined by the Executive Board but not less than \$1,000,000, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common elements.
  - b) Property Insurance on the common elements insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles must be not less than 100 percent of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date.
8. Insurance Not Available. If the insurance described in (a) and (b) of this section is not reasonably available, the Association promptly shall cause notice of the fact to be hand-delivered or sent prepaid by United States mail to each residential lot owner.
9. Surplus Funds. Surplus funds of the Association remaining after payment of or provision for common expenses and prepayment of reserves must be paid to the lot owners in proportion to common expense liabilities or credited to them to reduce future common expense assessments.
10. Assessments for Common Expenses.
- a) Until the Homeowners Association makes a common expense assessment, Declarants shall pay all common expenses. After the Association has made its first assessment, assessments must be made at least annually, based on a budget adopted at least annually by the Association.
  - b) Except for assessments described below, all common expenses must be assessed against each residential lot in accordance with the allocations set out in the Master Declaration. A past due common expense assessment or an installment of the assessment bears interest at the rate of 10 percent per year.  
To the extent required by the declaration:
    1. A common expense associated with the maintenance, repair, or replacement of a limited common element must be assessed against each residential lot in the proportion provided by the declaration.
    2. A common expense or portion of the common expense benefiting fewer than all of the residential lots must be assessed exclusively against the residential lots actually benefiting.

3. Costs of insurance must be assessed in proportion to risk.
4. An assessment to pay a judgment against the Association can be made only against the lots in the common interest community at the time the judgment was entered, in proportion to their common expense liabilities.
5. If a common expense is caused by the misconduct of a lot owner, the Association may assess that expense exclusively against the lot.
6. If common expense liabilities are reallocated, common expense assessments and any installment of the assessment not yet due must be recalculated in accordance with the reallocated common expense liabilities.

### III. HOMEOWNERS ASSOCIATION BYLAWS

#### GOVERNING DOCUMENTS

The “Homeowners Association Bylaws” document is one of six documents governing the Stream Hill Park Subdivision and related Homeowners Association. The “Master Declaration,” the “Organization of Homeowners Association” document, the “Homeowners Association Bylaws,” the “Covenants, Conditions, and Restrictions” document, the “Architectural Review Committee” document, and the “Design Manual” will, when considered together, govern the business of the Stream Hill Park Subdivision and related Homeowners Association.

#### EXECUTIVE BOARD

1. Executive Board. An Executive Board will manage the Association. The Executive Board of the Homeowners Association will have at least three members: A President, Treasurer, and Secretary of the Association.
2. Executive Board Members and Officers act as Fiduciaries. Except as limited in the Master Declaration and the Association Bylaws, the Executive Board may act in all instances on behalf of the Association. In the performance of their duties, the officers and members of the Executive Board are required to exercise the care required of fiduciaries of the lot owners.
3. No Delegation of Fiduciary Duty. Although the Executive Board may hire a professional manager to direct the business of the Association, the officers of the Association and members of the Executive Board may not delegate their fiduciary duties to the manager.
4. Election of Executive Board after Termination. Not later than the termination of any period of Declarants’ control, the lot owners shall elect an Executive Board. Members of the Executive Board must be lot owners. The Executive Board will consist of at least three members, each serving a term of one year.
5. Officers. The Executive Board will elect the officers of the Association, President, Treasurer, and Secretary, each serving a term of one year.

6. Vacancies. Vacancies in the Executive Board will be filled for the remainder of the term by a majority vote of the residential lot owners. Similarly, vacant Association offices (President, Treasurer, and Secretary) will be filled for the remaining term by majority vote of the Executive Board.
7. Beginning Date of Term of Office. The Executive Board and officers of the Association take office upon election.
8. Removal of Executive Board. Following notice, the residential lot owners, by a two-thirds vote of all persons present and entitled to vote at a meeting of the residential lot owners at which a quorum is present, may remove a member of the Executive Board with or without cause, other than a member appointed by Declarants.

## **DECLARANTS' PERIOD OF CONTROL**

9. Declarants' Control. There will be a period of Declarants' control of the Association, during which Declarants or persons designated by the Declarants may appoint and remove officers and members of the Executive Board.
10. Termination of Declarant Control. Declarants' control terminates no later than 60 days after conveyance of 75 percent of the residential units to owners other than Declarants.
11. Voluntary Surrender of Declarants' Control. Declarants may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the periods established in this subsection, but in that event Declarants may require, for the duration of the period of Declarants' control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by Declarants, be approved by Declarants before they become effective.
12. Partial Transfer of Declarants' Control. Not later than 60 days after conveyance of 25 percent of the lots to owners other than Declarants, at least one member, and not less than 25 percent of the members of the Executive Board, must be elected by lot owners other than Declarants. Not later than 60 days after conveyance of 50 percent of the lots to owners other than Declarants, not less than one third of the members of the Executive Board must be elected by lot owners other than Declarants.

## **LOT OWNERS' ACCEPTANCE OF CONTROL**

13. Transfer of Association Control. No later than 60 days after termination of Declarants' control, Declarants shall relinquish control of the common interest community, and the residential lot owners shall accept control. At the same time, Declarants shall deliver to the common interest community all property of the lot owners and of the common interest community held or controlled by Declarants including, but not limited to:

- a) original or a photocopy of the recorded Declaration and each amendment to the Declaration; if a photocopy is provided, it shall be certified by affidavit of the Declarants, or an officer or agent of the Declarants, as being a complete copy of the actual recorded Declaration;
- b) a certified copy of the common interest community Articles of Incorporation, Trust or Partnership agreement;
- c) a copy of the Bylaws;
- d) the minute books, including all minutes, and other books and records of the common interest community;
- e) rules and regulations that have been adopted;
- f) resignations of officers and members of the Executive Board who are required to resign because Declarants are required to relinquish control of the common interest community;
- g) financial records through the date of turnover, including financial statements of the common interest community and source documents since its incorporation;
- h) common interest community funds or control of the funds of the common interest community;
- i) all tangible personal property that is property of the common interest community, represented by Declarants to be the property of the association or ostensibly the property of the association and an inventory of the property;
- j) a copy of the plans and specifications utilized in constructing or upgrading improvements and supplying equipment to the common interest community and in constructing and installing all mechanical components serving improvements

and the site, with a certificate in affidavit form of the Declarants or an architect or engineer authorized to practice in the state that the plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in constructing and improving common interest community property and for constructing and installing mechanical components serving the improvements;

- k) insurance policies;
- l) copies of any certificates of occupancy that may have been issued for the common interest community property;
- m) any other permits issued by governmental bodies, applicable to the common interest community property, in force or issued within one year before the date residential lot owners other than Declarants take control of the common interest community;
- n) all written warranties of the contractor, subcontractors, suppliers, and manufacturers, if any, that are still effective;
- o) a roster of lot owners and their addresses and telephone numbers, if known, as shown on Declarants' records;
- p) leases of the common elements and other leases to which the Association is a party;
- q) employment contracts or service contracts in which the common interest community is one of the contracting parties, or service contracts in which the common interest community or lot owners have an obligation or responsibility, directly or indirectly, to pay some or all fees or charges of person(s) performing the service;
- r) all other contracts to which the common interest community is a party.

14. Record and Accounting Review by CPA. Records provided by Declarants will be reviewed by an independent certified public accountant. The minimum report required is a review in accordance with generally accepted accounting standards as defined by regulation by the Board of Public Accountancy. The accountant performing the review shall examine to the extent necessary supporting documents and records, including cash disbursements and related paid invoices, to determine if expenditures were for the common interest community purposes

and billings, cash receipts, and related records to determine that Declarants were charged and paid the proper amounts of assessments.

15. Transfer from Declarants to Association. Before transfer of control from Declarants to the Association, an inspection of the common areas and limited common areas subject to the Association's control shall be completed by Declarants and at least two members of the Executive Board.

- a) Within 30 days after adoption of a proposed budget for the common interest community, the Executive Board shall provide a summary of the budget to each unit owner, and shall set a date for a meeting of the unit owners to consider ratification of the budget not less than 14 nor more than 30 days after mailing of the summary. Unless at that meeting a majority of all unit owners reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the unit owners continues until the unit owners ratify a new budget proposed by the Executive Board.
- b) The Association will finish all incomplete work related to representations in the Master Declaration within a reasonable time after transfer of control.

## **AMENDMENTS**

16. Amendments. The Association President may prepare, execute, certify, and record amendments to any portion of these Bylaws on behalf of the Association. The amendments may address any issue or matter or take any action the Association considers necessary and appropriate. Amendments must be proposed by a member of the Executive Board and ratified by a two-thirds vote of the residential lot owners (ultimately, 48 out of 72). However, for as long as Declarants offer residential lots for sale, no amendment will be effective without Declarants' express written consent.

#### **IV. COVENANTS, CONDITIONS, AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, herein set forth by Thomas M. Taffe and Devony Lehner Taffe, hereinafter referred to as “Declarants,” is made on September 21, 2006.

#### **GOVERNING DOCUMENTS**

The “Covenants, Conditions, and Restrictions” document is one of six documents governing the Stream Hill Park Subdivision and related Homeowners Association. The “Master Declaration,” the “Organization of Homeowners Association” document, the “Homeowners Association Bylaws,” the “Architectural Review Committee” document, the “Covenants, Conditions, and Restrictions” document, and the “Design Manual” will, when considered together, govern the business of the Stream Hill Park Subdivision and related Homeowners Association.

#### **COVENANTS**

1. Authority to Create Covenants. Declarants have the authority to create these covenants because they are the owners in fee simple of certain real property located in the City of Homer, State of Alaska, which is a residential subdivision under the name of Stream Hill Park.
2. Purpose of Covenants. For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots and tracts constituting the subdivision, Declarants hereby declare that all of the real property included in the Stream Hill Park Subdivision and any properties subsequently annexed in accordance with the provisions of this Declaration, shall be held, sold, and conveyed subject to the following covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner of a residential lot.
3. Land Subject to this Declaration. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Homer, Alaska, and comprises all lots, tracts, and easements shown and/or platted within or upon the property

described in Exhibits 1, 2, 3, and 4, attached.

4. Duration. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by Declarants, the Homeowners Association, and any residential lot owners of any property subject to this Declaration, and their respective legal representatives, heirs, successors and assigns. These terms shall continue for a term of ten (10) years from the date this Declaration is recorded, after which time they will be automatically extended for successive periods of ten (10) years unless an instrument changing or terminating them, in whole or in part, is created, signed by the then owners of two-thirds (2/3) of the lots, and recorded.

5. Maintenance by Owners. The owner or owners of each residential lot will maintain and repair the homes, outbuildings, and other improvements on each lot. Each and every residential lot owner will also be equally responsible for maintenance of all trail related improvements and greenspace areas on common interest property.

6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat (Exhibit 5). Within these easements, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with installation and maintenance of utilities or that may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continually by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

## **GREENSPACE AREAS**

7. Restrictions on Use of Greenspace Areas. The restrictions of this Section shall apply to those portions of the Subdivision designated as parks and greenspace areas.

8. Wild Greenspace Areas. Wild greenspace areas are delineated in Exhibit 3. These are open space areas where wildlife habitat, natural aesthetic character, and flood control and drainage functions are particularly critical. Although trails located in wild greenspace areas can be used for walking, hiking, and/or riding, the priority in these areas will be to protect habitat, aesthetic character, and environmental functions. Boundaries of wild greenspace areas, which will be defined at least bi-annually by the Association, may change over time as the result of

changing conditions and variations in the habits of local wildlife.

9. Parks. Parks, which are also delineated in Exhibit 3, are natural open space areas intended for outdoor recreational uses such as walking and hiking. No motorized vehicles will be allowed in parks without written permission from the Homeowners Association Executive Board.

10. Equestrian Greenspace. Equestrian greenspace is also marked in Exhibit 3. These areas will be leased for \$1.00 a year to a City of Homer-based equestrian association and used primarily for educational and therapeutic equestrian activities, although some recreational equestrian activities may also occur. If not used for equestrian activities these areas will become parks.

11. Residential Greenspace Areas. Residential greenspace areas, which will be identified on building site documents provided by Declarants prior to sale, are areas within an individual residential lot that must be managed as natural open space with consideration toward their functions as wildlife habitat, flood control, and drainage, as well as their aesthetic character.

12. Right of Entry into Residential Greenspace Areas. Declarants and the Association, through their authorized representatives and/or contractors, shall have the right to enter a residential greenspace area by entering and/or crossing (a) privately owned lot(s), upon prior notice to the owner of the private lot(s), in order to check on the integrity of the area and to see that "Greenspace Area" signs or markers are maintained.

13. Signs for Greenspace Areas. The Association is responsible for establishing markers or signs on the borders of "Greenspace Areas."

14. Inspection. A designated representative or member of the Association will be entitled to conduct monthly visual observation to ascertain if there has been an observable physical disturbance of greenspace areas. The representative or member will immediately report to the Association at the Association's next scheduled meeting. If the Homeowners Association becomes aware of a condition that it recognizes to be a violation, either in the course of a monthly inspection or at any other time, it will report the condition to the proper authorities. Inspections shall be coordinated with the owner prior to inspection. Reasonable access shall not be denied by the owner.

## **ENFORCEMENT OF COVENANTS**

15. Enforcement. Enforcement against an owner of a residential lot shall be by the Declarants or the Association, first by requesting the lot owner to cease all prohibited activities, to mitigate any damages, and to the extent reasonably practicable, restore the property in question to its condition prior to damages. Should the preceding measures fail, the Association may pursue a proceeding at law or in equity either to restrain violations, to recover damages, or both.

16. Violation. Violation or breach of any condition, covenant, or restriction created in this document or any of the other five Project Documents shall give Declarants, the Homeowners Association, and/or residential lot owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with these conditions, covenants, or restrictions and to prevent violation or breach of any of them. Expense of enforcement litigation shall be borne by the then owner or owners of the subject property, provided the legal proceeding results in a finding that the owner in question was in violation of one or more of the covenants, conditions, or restrictions found herein. This will include reasonable attorneys' fees incurred by the party that sought enforcement.

17. Recovery of expenses. If the Homeowners Association has incurred expenses because an individual homeowner violates any of these covenants, conditions, and restrictions, then the Homeowners Association is entitled to recover expenses from the property owner.

## **ASSESSMENTS**

18. Creation of the Lien and Personal Obligation of Assessments. Declarants, for each lot owned within the subdivision, hereby covenant, and the owners of any lots by acceptance of a deed therefore, whether or not it shall be expressed in such deed, are deemed to covenant and agree to pay to the Homeowners Association: (1) monthly assessments or charges and (2) special assessments, such assessments to be established and collected as hereinafter provided. Monthly 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 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 any person who was the owner (in whole

or in part) of such property at the time the assessment fell due. Personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

19. Assessments against Declarants. Declarants shall not pay any assessment on a lot until such time as they sell said lot to a third party.

20. Purpose of Maintenance Assessment. Monthly and special maintenance assessments levied by the Association shall be used for maintenance of common needs as determined by the Association.

21. Purpose of Architectural Review Committee Assessments. If a lot owner has (1) hired an approved builder and (2) provided design plans that clearly conform to the requirements of the Design Guidelines and other project documents, no fee will be collected. When necessary, a fee of up to \$1,500 shall be collected for having an engineer and/or an architect review building plans, develop renderings, and make recommendations.

22. Uniform Rate of Assessment. Both monthly and special assessments, with the exception of the Architectural Review Committee Assessment and operating deficits, must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

23. Date of Commencement of Monthly Assessments: Due Dates. The monthly assessments provided for herein shall commence as to each lot on the first day of the first full month following the final closing at which the lot was conveyed by Declarants to a third-party owner. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every owner subject thereto. Due dates for all assessments shall be established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any lot shall be binding upon the Association as of the date of its issuance.

24. Effect of Nonpayment of Assessments. Any assessment that is not paid on the date when due shall become delinquent and shall become, together with interest and cost of collection, a continuing lien upon such lot, binding upon the then owner, his heirs, devisee, successors and assigns.

25. Remedies of the Association. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, or both; and all costs associated with collecting or enforcing payment of the assessment, including attorney's fees, shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of their lot.
26. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments that became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.
27. Declarants' Responsibility for Costs. Declarants, for as long as they offer residential lots for sale, shall be required to contribute such sums as may be needed in addition to the contributions of the other lot owners for the Association to maintain parks, wild greenspace areas, and equestrian greenspace areas as provided in this Declaration. In no event, however, shall Declarants be required to contribute an amount exceeding the amount that would have been duly assessed for the lots held by Declarants had those lots been sold to third parties.

## **USES AND RESTRICTIONS**

28. Residential Lot Uses. The property subject to these covenants and restrictions shall be used for single-family residential living units. Mother-in-law living spaces (e.g., over garages) may be built if approved by the Architectural Review Committee. Duplexes are allowed on some lots if (a) the improvements have the appearance of a single house and (b) if the planned duplex is pre-approved by the Architectural Review Committee.
29. Home Offices. Home offices and home occupations consistent with Homer City Code are allowed. One small sign no larger than 4 square feet on the owner's lot and approved by the Architectural Review Committee may identify a home office or occupation. No retail, wholesale, manufacture, or resale business may be established without prior approval by the Architectural

Review Committee.

30. Sales and Marketing Office. As long as Declarants own a lot in Stream Hill Park, they may locate a sales and marketing office on one of the lots within Declarants' control. However, no building or other improvement shall be erected by Declarants upon any lot without prior Architectural Review Committee approval.
31. Building Sites. Given the aesthetic richness of the Stream Hill Park area, all construction sites must be carefully located. The general philosophy is that all structures should be logically located and appropriate to each unique lot, landscape, terrain, natural environment, and surrounding land use, including neighborhood viewsheds. To help produce this result, the Architectural Review Committee will review and approve all site plans and driveway plans.
32. Setbacks. Setbacks will conform to City of Homer codes.
33. Erosion and Drainage Control. As a condition for approval by the Architectural Review Committee, all residential lot development proposals must include an erosion and drainage control plan. (Note also that the EPA requires a Stormwater Pollution Prevention Plan for each lot before construction can begin. For construction of a single home, SWPPPs can be very basic, e.g., identifying locations of silt fencing that will prevent sediments from being carried offsite during rainstorms.)
34. Disturbance of Trees. Construction projects will minimize disturbance of trees to the maximum extent reasonable.
35. Clearing and Grubbing. Preparation of land for construction, including clearing and grubbing, will not begin until the Architectural Review Committee has approved plans for the proposed construction.
36. Building Construction. Declarants intend that homes within Stream Hill Park be of very good quality and meet reasonable aesthetic standards. Therefore, all buildings shall either meet or exceed national and municipal standards for construction. Such standards include Uniform Building Codes, Electrical Codes, Plumbing Codes, and Fire Codes. Energy efficiency is also highly encouraged, homes are encouraged to meet standards for 5-star or 5-star-plus energy ratings. The Architectural Review Committee shall determine aesthetic standards. All building construction must conform to City of Homer codes.
37. Occupancy. No residence shall be occupied prior to becoming an inhabitable structure, as per City of Homer standards.

38. Utilities. All utilities shall be installed underground.
39. Animals. With the exception of horses, which may be kept on Tracts C, F, and H, no livestock or poultry are permitted in Stream Hill Park Subdivision.
40. Pets. Any pets kept by a lot owner or his/her guest shall be prohibited from running loose or roaming beyond the boundaries of the owner's lot unless under the direct control of the owner or another responsible person. Direct control may be exercised through use of a leash or similar restraint. No vicious animals shall be kept on any lot. No continuously noisy animals (e.g., dogs that bark continuously for extended periods) shall be kept on any lot. Any holding areas for pets shall be set back from creek or drainage easements and outside of residential greenspace areas.
41. Prohibited Activities. Any noisy, noxious, offensive, or environmentally detrimental usage of lots is prohibited. No activities shall be carried out upon any lot, nor shall anything be done thereon, that may be or may become an annoyance or nuisance to the neighborhood as determined by at least one fourth of lot owners. Determinations by one fourth of the owners may be appealed to the Executive Board of the Homeowners Association.
42. Signage. No sign of any kind shall be displayed to the public view on any lot except a sign of not more than four square feet (1) advertising the property for sale or rent, (2) identifying a home office or occupation, and/or (3) supporting a candidate for public office.
43. Mining Operations: Mining operations shall be prohibited on any lot.
44. Motorized Vehicles. No snow machines, four wheelers, or any other similar motorized vehicles may be operated in any parks, greenspace areas, or other commonly owned space, without prior approval from the Executive Board of the Homeowners Association.
45. Waste Disposal. All rubbish, trash, garbage or other waste material shall be kept in sanitary containers out of sight and under cover except on days of trash collection. All equipment for storage or disposal of such materials shall be kept in a clean sanitary condition. No lot or portion thereof shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste materials. All reasonable efforts must be made to prevent domestic or wild animals from having access to trash.
46. Incinerators. Yard incinerators for the disposal or burning of trash or yard wastes are not permitted.
47. Fences. Only 2-rail, wood split rail fences approximately 4 ft in height are allowed without a variance approved by the Architectural Review Committee. Galvanized 2-inch-by-4-

inch wire mesh may be attached to the inside surface of split rail fences to contain pets or children.

48. Landscaping. Each owner covenants to maintain landscaping in a diligent and reasonable manner. No owner shall permit his or her lot or landscaping improvements to become unsightly.

49. Mailboxes and Newspaper Boxes: Declarants will identify a design and installation contractor for mailboxes and newspaper boxes Mailboxes and newspaper boxes must be kept attractive and in good repair.

50. Antennas. No short wave antennas or any unusually large antennas of any type are permitted upon any lot without written approval of the ARC. Television or internet receivers with a circumference of 36 inches or less in size are allowed, but larger sizes require the approval by the Architectural Review Committee.

51. Tanks. No tanks of any kind shall be erected, placed, or permitted upon any lot without written approval of the ARC. All fuel tanks will be placed on a rubber lined concrete pad having a lip high enough to prevent spilled fuel from overflowing onto the ground. In addition, tanks shall be strapped down with chains or strapping strong enough to withstand a severe earthquake without breaking.

52. Address Markers. Declarants will identify a design and installation contractor for all address markers.

## AMENDMENTS

53. Amendments. These covenants, conditions, and restrictions may be amended at any time and from time to time by recording an instrument executed by the lot owners holding not less than two-thirds (2/3) of the voting interest of the membership, provided that for as long as Declarants offer residential lots for sale, no amendment will be effective without Declarants' express written consent.

## V. ARCHITECTURAL REVIEW COMMITTEE (ARC)

### GOVERNING DOCUMENTS

The “Architectural Review Committee” document is one of six documents governing the Stream Hill Park Subdivision and related Homeowners Association. The “Master Declaration,” the “Organization of Homeowners Association” document, the “Homeowners Association Bylaws,” the “Covenants, Conditions, and Restrictions” document, the “Architectural Review Committee” document, and the “Design Manual” will, when considered together, govern the business of the Stream Hill Park Subdivision and related Homeowners Association.

1. Architectural Control. To preserve the beauty, quality, safety, and value of Stream Hill Park Subdivision, an Architectural Review Committee (ARC) shall be established. The purpose of the ARC is to review and approve design, construction, and site plans for all new construction in Stream Hill Park, as well as plans for subsequent significant alterations to buildings and landscaping. The ARC shall insure that all developments are consistent in quality and beauty. It shall further insure that proposed construction will not degrade conditions of nearby parks or greenspace areas.

2. Philosophy of Architectural Review Committee. The ARC shall follow the philosophy that:

- a) Buildings and driveways shall be logically sited.
- b) Sites must be appropriate to each unique lot, landscape, terrain, natural environment, and surrounding land uses, including neighborhood viewsheds.
- c) Construction shall be of good quality and be aesthetically pleasing.

3. Building Quality. The ARC will require that all buildings either meet or exceed national and municipal standards for construction.

4. Landscaping and Tree Cutting. Landscaping will showcase the natural beauty of Stream Hill Park. Therefore, wherever possible, trees and natural vegetation shall be promoted as the preferred landscaping motif on all lots. Felling of trees larger than 2 inches in diameter shall be prohibited without prior written approval from the ARC. Tree cutting is prohibited in greenspace areas except as recommended by a professional arborist to promote forest health and to prevent spruce trees from overtopping and outcompeting birch trees. Landscaping and construction will

incorporate best management practices for minimizing sedimentation, erosion, mud, and dust. Wetlands, creeks, and drainages will be conserved in natural condition.

5. Plans and Approval Required. All plans and materials for new construction and landscaping, for exterior modifications to existing buildings, or for major relandscaping must be submitted to and approved by the ARC before such activities can begin.

6. Membership of Architectural Review Committee. During the period of Declarants' control, the Stream Hill Park Architectural Review Committee shall consist of Thomas M. Taffe, Devony Lehner Taffe, and Kary Greeley. After transfer of control to the Homeowners Association, the Association Board shall select ARC members.

7. Consultant. An engineer and/or architect will be consulted as needed (in the judgment of the ARC).

8. Review Authority. The Architectural Review Committee will review plans and specifications for all proposed construction and major landscaping.

9. Review of New Construction. Applicants for design approval of new construction will submit to the ARC a conceptual or preliminary site layout.

10. Review of Proposed Modifications. Depending on the nature and scope of proposed modifications, the ARC may require applicants to submit all of the plans required for new construction or, alternatively, a substantially reduced list of exhibits. Applicants should request an initial meeting to determine the amount of detail that the ARC will require to review a proposed modification. Applicants should be reminded that they must secure all necessary governmental permits and be aware of restrictions concerning wetlands, streams, drainages, and easements.

11. Construction Plans. Unless otherwise determined through a preliminary meeting, a request for plan review by the ARC should be accompanied by the following plans:

- a) Floor Plan. Plan view of project including decks, patios, stoops, and retaining walls, trash enclosures, outbuildings, and screening for same.
- b) Elevations. Front, rear, and side elevation drawings showing final exterior dimensions, including maximum height of all structures.
- c) Rendering. Plans must include a three-dimensional rendering of the proposed construction unless the ARC waives this requirement.
- d) Other. Such other information, data, and drawings as may be reasonably requested

including, without limitation, drainage plan, exterior lighting plan, satellite dish placement, landscaping, and other features.

12. Review Criteria, Recommendations, and Variances. While design guidelines are intended to provide a framework for construction and modifications, they are not all-inclusive. In the review process, the ARC may consider the quality of workmanship and design, compatibility of design to existing structures, location in relation to surrounding structures and terrain or landscape features, impact on parks and greenspace areas, and finished grade elevations, among other things. Review decisions may be based on purely aesthetic considerations. Variances from design guidelines may be granted where circumstances warrant. Such circumstances may include, but are not limited to, topography, natural obstructions, environmental considerations, or hardship. No obstructions, environmental considerations, or hardships obligate the ARC to approve any deviations from design guidelines. No waiver shall be effective unless in writing and signed by at least two members of the ARC.

13. Governmental Agency Approval. The review and approval plans and specifications shall not be a substitute for compliance with all permitting and approval requirements of the City of Homer or other governmental authorities. Applicants are responsible to obtain all necessary permits and approvals, including permits necessary to work in or alter residential greenspace areas. If any governmental agency having authority and jurisdiction requires that changes be made to final construction plans previously approved by the ARC, Applicant must notify the ARC of such changes and receive approval from the ARC prior to implementing such changes.

## **VI. DESIGN GUIDELINES**

### **DESIGN PHILOSOPHY**

1. Design Philosophy. The design philosophy of Stream Hill Park recognizes the importance of maintaining a harmonious relationship between structures and the landscape. Design guidelines are intended to promote this harmonious relationship so that attractive and functional qualities of home sites are not compromised during development. Specific design objectives include:

- a) Built elements should be compatible with the site's natural character.
- b) The siting, scale, height, and arrangement of structures should be compatible with the natural character of the property and the lot's location relative to other properties.
- c) Greenspace and native landscapes should flow seamlessly throughout lots and between neighborhoods. Site planning should preserve areas of native plants and restore disturbed areas with similar species.
- d) Development should strive to protect each resident's enjoyment of the site's natural values, including views, privacy, solar access, quiet, serenity, nighttime darkness, and visual integrity.
- e) Development should also respect other owners' enjoyment of greenspace areas.
- f) Site planning should minimize visual impacts of boats, recreational vehicles, and all-terrain vehicles such as four-wheelers and snowmachines.
- g) Site planning should contribute to the formation of a cohesive community where resources are shared, enjoyed, and protected.

### **SITE DESIGN GUIDELINES**

2. Site Design Guidelines. The Site Design Guidelines apply to the siting of and relationships between residences, accessory structures, and landscape elements.

3. Building Envelope and Setbacks. Building Envelopes have been established for each lot

in Stream Hill Park and are incorporated in these guidelines by reference. A sample Building Envelope is provided in Exhibit 8. All structural improvements, including residences, garages, and accessory structures such as studios or workshops, must be placed within the approved Building Envelope. The ARC may allow landscape features such as patios, pergolas, walls, and trellises to extend beyond the approved Building Envelope so long as these do not create additional visual impact from neighboring properties, reduce privacy of neighboring properties, nor reduce the area of native vegetation. Under no circumstances shall improvements be placed on any lot in violation of setback limits established by the City of Homer.

4. Building Envelope Changes. The ARC may, at its sole discretion, consider and approve written applications from the owner to modify the approved Building Envelope. The Envelope may be modified where an owner demonstrates a compelling hardship associated with or an inherent problem in the original layout of the Building Envelope. If the ARC determines that a request for Envelope modification may have merit, the applicant will be responsible for supporting the request graphically and in writing at the time of plan review. The ARC may consider among other factors the degree to which the proposed modification would allow residential design to more fully comply with design guideline goals. Owners of lots within 100 feet of the lot under review for Building Envelope modification shall be given reasonable notice of any such proposed modification prior to ARC consideration (unless the ARC determines that the change is insignificant or that emergency circumstances warrant immediate action). The ARC may consider the concerns of neighboring owners in addition to any other relevant factors in reaching its decision.

5. Solar Access. Siting, height, and massing of residences and other structures shall consider, and take all reasonable steps to preserve, solar access of neighboring lots. The ARC reserves the right to reject any proposed design that it determines may have an unacceptable impact on the solar access of adjacent homes, lots, or common areas.

6. Preservation of Trees and Natural Features. It is each owner's responsibility, through site and construction plan submittals, to identify which natural features, including mature trees, can be preserved and how preservation will be accomplished. The ARC may determine that additional features require protection and/or that additional steps are needed to successfully protect identified features.

7. Impervious Coverage. Impervious coverage is governed by approved Building Envelopes. The Envelopes establish a limit beyond which development may not occur. They do not, however, establish an automatic right to develop to the boundaries of the Envelope. In no event shall impervious coverage exceed 35% for all structures, driveways, and improvements. The ARC has absolute discretion to require a lesser impervious coverage percent than might otherwise be permitted in order to protect significant natural features or otherwise ensure compliance with the design philosophy.

8. Foundation Height. To the maximum extent feasible, foundations for residences and other improvements shall conform to the natural topography of the lot. Foundation height should be kept to a minimum and conform to natural topography. On hillside lots, foundations should be “stepped” into the slope so the residence does not “float” above the natural grade. High cutbanks or retaining walls, and large downhill cantilevers and/or overhanging areas supported by posts or columns, should be avoided. Exposed foundations and understructures should be minimized. The ARC will address hillside development on a case-by-case basis with the goals of minimizing foundation height, exposed foundations, and excessive excavation.

9. Patios, Decking, and Terraces. Patios, decks, covered porches, and terraces are encouraged as design elements to integrate residences into the surrounding landscape. These should be designed and located to respect the privacy of adjacent lots and be constructed of wood, natural stone, concrete, or cast earth materials. Designs, materials, and construction of decks and porches shall be consistent with those of the residence. The structural framework of decks and porches should not be highly visible from adjacent properties. The ARC has the discretion to deny or modify any proposed deck, patio, porch, terrace, and/or railing.

10. Low Walls, and Fences. Sections of low wall constructed of wood or stone may be used as a means of defining patios, terraces, and courtyards. Walls may be used to complement and enhance the design of the home and landscaping but shall not be used to define the perimeter of a lot nor otherwise create a hard boundary. The objective is to create an impression of natural material connecting the residence to the landscape. Walls should generally be seat height (1 to 2 ft tall) although the ARC may approve higher wall portions if these are used as an effective design element.

11. Gates. Gates shall be composed of materials consistent with the design theme of the residence and landscaping.

12. Fences. Fences must consist of 2-rail, wood split rail fencing approximately 4 ft in height. Galvanized wire with 2-inch-by-4-inch mesh may be attached to the inside surface of split rail fencing where necessary to contain pets or children. Fencing may not be used to create animal runs.

13. Garages and Parking Spaces. Garages shall be subsidiary to the residence in visual impact. Garages of three or more bays, or with bays of excessive size, are prohibited. Where possible, garage entrances shall be oriented at an angle to the street and driveway to lessen the visual impact of garage doors. Garage doors shall reflect a style consistent with the overall design theme of the residence and shall be constructed with the same quality and materials. Additional parking spaces may be incorporated in the site plan. Carports are not allowed without ARC approval. Recreational vehicle parking garages or barns are prohibited without ARC approval.

14. Driveways. Driveways should be located so as to minimize disruption of native vegetation, as well as impacts of vehicle noise and headlights on adjacent properties. Each lot shall have only one point of access onto the street. Recommended driveway locations and access points are illustrated on the Building Envelope map for each lot. Driveways shall intersect streets so as not to interfere with drainage. Owners are responsible for establishing a durable and attractive interface between the driveway and the street and for promptly repairing any damage caused by driveway construction. Maximum driveway width at the street intersection is 16 feet. From the road access point to an approved turnaround area adjacent to the garage, driveways shall be a maximum of 12 ft wide. Alternatively, driveways may be configured with two (2) parallel wheel paths, each approximately 1-3 ft wide, with centers separated by a typical car width. The area between the paths should be planted with low-growing native vegetation. Use of permeable surfaces for driveways, such as geogrid or gravel, are encouraged. Driveway construction and maintenance shall be the responsibility of individual owners.

15. Boats and Recreational Vehicles. One non-commercial boat of up to 24 ft in length may be kept onsite in a neat and tidy condition. However, piles of fishing gear, such as long lines and pots, may not be kept where visible to neighboring lots. One Class C motorhome of up to 26 ft in length may be kept onsite. Class A motorhomes, travel trailers, and other recreational vehicles may be kept onsite for up to 1 month with written approval from the ARC if the majority of surrounding neighbors do not object.

16. Workshops, Studios, Garden Sheds, and Greenhouses. Workshops, studios, garden sheds, and greenhouses are permitted as accessory structures provided they do not create a cluttered appearance, are harmonious elements in the overall arrangement of structures, and are designed and constructed consistent with the design, materials, workmanship, and details of the home. Garden sheds and greenhouses may not create glare, reflection, or other visual annoyance for nearby properties. Location, design, and materials of such accessory structures shall be illustrated in the required site plan. Square footage of such structures shall be included in calculating impervious coverages.

17. Animal Runs. If pets cannot be contained within permitted split rail fencing, animal runs may be permitted if they are effectively incorporated as an attractive element in the design of the home and landscaping and if they cannot be identified as animal runs from adjacent properties. Zip lines are encouraged as runs. Runs must be maintained in a clean and attractive condition. Animal runs shall not be used as holding areas where pets are left for extended periods during day or night,

18. Storage Facilities. Each residence is required to have an area providing adequate storage of items such as garbage and recycling containers, compost, firewood, barbecues, outdoor maintenance equipment, bicycles, etc. Storage area(s) may be either enclosed within the garage, home, or courtyard, or provided in a separate accessory structure or shed. Any such structure shall not create a cluttered appearance and shall be a harmonious element in the overall arrangement of structures on the lot. Any such structure shall be designed consistent with the design, materials, workmanship, and details of the home. The location, design and materials of any separate storage area(s) shall be illustrated as part of the site plan. Square footage of any separate storage areas shall be included in calculating impervious coverage.

19. Service Facilities. Each lot shall have appropriate visual and sound screening for any storage tanks, mechanical equipment, and heating, ventilating and air conditioning equipment (“HVAC”). Screening shall ensure that any such service facilities are concealed from view of neighboring properties and shall be designed as an integral and attractive component of the residence and/or landscaping. Design for screening shall ensure that the area does not draw attention to itself as a “service facility.”

20. Hot Tubs. Hot tubs are allowed within the approved Building Envelope but must be substantially concealed from neighboring properties. Hot tubs shall be designed and constructed

as an integral component of the residence and landscaping. They should be kept low to the ground, screened by landscaping or architectural features, constructed of natural materials approved for residences, and integrated into the overall design as “outdoor rooms.” Siting and design should respect the privacy of other owners. The location, scale, design, top elevation and materials shall be illustrated on the required site plan submittals. Mechanical equipment for hot tubs shall not be audible from neighboring properties.

21. Water Features and Sculpture. Water features are allowed if designed as shallow reflecting pools or “natural” ponds to attract wildlife. They must be level with the ground, modest in scale, generally consistent with the character of the property, and represent no flood danger to downslope lots or common areas. They shall be edged with native soil or natural rock materials and landscaped primarily with native plants. Water features and any associated mechanical equipment shall not be audible from neighboring properties. Waterfall-type water features are not allowed except in private courtyard areas. Outdoor sculpture shall be restricted to enclosed courtyard areas, screened from view of neighboring properties, unless approved by the ARC as a harmonious component of the residence and landscaping that would not create a visual annoyance for other owners.

22. Play Equipment. Swing sets, basketball hoops, and other outdoor play equipment shall be located where not easily visible to neighbors or from common areas. Basketball hoops and backboards shall be confined to the driveway or parking areas and shall be solidly affixed to the garage, residence, stationary post, or other structure on the lot. Basketball hoops, backboards, and other play equipment shall be of high quality design and construction and must be painted so as to blend with the natural surroundings and/or color of the residence. Brightly colored, reflective or otherwise visually intrusive play equipment is not allowed. Location, scale, materials, and colors of any proposed play equipment must be illustrated on the required site plan and/or landscaping submittals and are subject to the discretion of the ARC.

23. Clotheslines. Clotheslines and drying racks are allowed but shall be located so that drying clothes are substantially screened from view of neighboring properties or common areas. They shall not be allowed if they create an appearance of clutter. Clotheslines shall not exceed 5 ft in height unless the ARC determines that a greater height will be adequately screened from view within a private courtyard area. Location, design, and screening for any clothesline or drying rack shall be subject to the absolute discretion of the ARC. Clothes shall not be left to dry for

longer than necessary. The Board may adopt additional policies and guidelines concerning clothes drying.

24. Mailboxes and Newspaper Receptacles. The ARC must approve the design, materials, and location of all individual roadside mailbox and newspaper receptacles.

25. Address Numbers. The ARC will provide construction drawings of address number monuments for each lot owner upon request and shall identify an approved vendor for their construction. The ARC may reject any address number monument in the event that it finds the monument has been constructed to an inferior standard or in deviation from required specifications. The proposed location of the address number must be illustrated in the site plan and/or landscaping submittal.

26. Exterior Lighting. Preserving the natural nighttime sky is important, and the ARC has broad authority to limit exterior lighting. Exterior lighting shall be minimal, generally limited to low-wattage, downward pointing walkway lighting. Exterior lighting shall be indirect so that light sources are not visible from neighboring properties. Interior lighting shall be adequately shielded to avoid becoming a nuisance for other lot owners. Holiday lighting will be permitted but must not be a nuisance for other lot owners.

27. Drainage. The site plan and landscape plan submittals must address and seek to preserve and maintain the natural grade and drainage patterns of the lot to the greatest degree feasible. No owner or contractor shall interfere with or re-direct the natural course of drainage or runoff except as approved by the ARC. Site drainage shall be designed to prevent storm water runoff from impacting adjacent streets and lots. The required site plan submittal shall address how on-site runoff will be effectively managed. Swales designed to manage runoff from driveways and parking areas must ensure adequate biofiltration. Owners are encouraged to incorporate rain gardens, bioswales, and other infiltration areas in landscaping plans, as well as devices for capture, storage and re-use of storm water. Any rain storage devices must be effectively integrated into the overall design of the residence and landscaping and are subject to ARC review and approval.

28. Rough Grading. To the maximum extent feasible, all grading shall conform to the existing natural contours of each lot. For purposes of drainage, grading must slope away from structures on the residential site unless alternative strategies for managing storm water are proposed. Both existing and proposed finished grades must be illustrated on the required site

plan and landscape plan submittals. Any proposed berms or other landscape mounds must be consistent with the landform patterns and scale of Stream Hill Park and are subject to the absolute discretion of the ARC. The site plan, landscaping plan, and building plan should minimize the need for cut and fill.

29. Barbecues. Barbecues shall be stored out of view of neighboring properties or properly covered when not in use. If visible to other lot owners, barbeque covers must be of a high quality material and color that is non-reflective and blends with the natural surroundings and exterior of the home.

30. Snow Management. Snow management on individual lots is required where it is necessary to avoid damage to persons or property and to assure that transportation can occur with minimal disruption. Owners should plan for snow storage on their lots rather than plowing snow into subdivision streets. Snow may be stored in parking spaces, landscape areas, and setback areas. Parking areas should be designed so that snow can be easily cleared and eventually removed if necessary. Landscaping areas should be designed to handle snow loading. Roofs should be designed to carry a seasonal maximum snow load and to either shed or accumulate snow as appropriate depending on issues such as the safety of occupants and pedestrians and the degree to which eaves are insulated.

## **LANDSCAPE GUIDELINES**

31. Landscape Design Objectives. Preserving the natural character of the Stream Hill Park landscape is important. The intent of Declarants is to develop the subdivision in a manner that respects and reinforces existing landscape and wildlife patterns. Specific objectives include:

- a) Greenspaces and native landscapes should flow seamlessly around, throughout, and between residential parcels.
- b) Existing trees, shrubs, and grasses are to be preserved wherever possible.
- c) Landscape plantings should reinforce the site's natural patterns wherever possible.
- d) Landscape design, plant selection, and maintenance should minimize fire risk.

32. Landscaping. Landscape design must be considered before building construction. The first step in landscape planning is to identify native landscape areas, typically within setback areas and near transitions to other lots and common areas. These shall be protected during

construction and will allow a seamless flow of greenspace and native vegetation patterns between adjacent properties and across the site. Secondly, owners should identify restoration areas. These areas are likely to be impacted during construction but will be restored with predominantly native plants to expand natural vegetation patterns and encourage landscape continuity across property lines. Thirdly, owners should identify residential landscape areas closer to the home and other structures. These may be used to highlight decorative areas, soften or conceal building exteriors, enhance decks and other outdoor rooms, and address fire management issues. Planting densities and relationships in these areas should be compatible with the natural landscape patterns of the site and surrounding areas. Lot owners are encouraged to consult a landscape professional prior to submitting their construction plan.

33. Existing Trees, Plants, and Natural Features. Generally, in areas outside the Building Envelope native vegetation and natural features shall be preserved. However, the ARC may permit construction activities to extend outside of the approved Building Envelope if the overall construction plan preserves an acceptable area of existing vegetation in other locations. Wherever possible, existing plant material and other natural features shall be incorporated into the site plan and landscape plan.

34. Soil Stockpiling and Plant Collecting. Stockpiling of native topsoil for re-use is encouraged as this material contains valuable organic matter. Owners should consult with a landscape professional regarding the viability of using site topsoil for specific plant materials. The construction plan must indicate any location proposed for soil stockpiling. Collecting of native plant material, rocks, or other natural materials from any property other than one's own is strictly prohibited. Parks and greenspace areas are NOT areas for field collecting of plant material, rocks, or other natural materials.

35. Landscaping Master Plan. The Landscaping Master Plan for Stream Hill Park includes a number of trees, bushes, and shrubs that must be planted on individual lots. The intent of these plantings is to reinforce existing vegetation patterns in the subdivision and to extend these patterns across property boundaries. Trees, bushes, and shrubs to be planted by Declarants will be included in the site plan provided at the conveyance of each individual lot. The ARC may approve alternate planting locations that satisfy the intent of the Landscaping Master Plan.

36. Fire Management. Throughout the design process, owners should give due consideration to the risk of wildfire. The risk of fire cannot be completely eliminated, but it is possible to strike

a balance between thoughtfully minimizing fire risks and maintaining natural landscape integrity. The ARC may, but is not required to, review building plan submittals from the standpoint of fire management. Each owner is responsible for understanding fire risks and for taking appropriate steps to reduce potential fire danger consistent with these guidelines and Stream Hill Park philosophy. Landscape planning and maintenance can help protect residences from fire. Fireproof building materials, particularly roofing (e.g., metal) and siding (e.g., Hardieplank), are encouraged. In addition, fireproof decks, patios, and terraces, as well as lawns may provide partial firebreaks. Dead plant debris should not be allowed to accumulate on roofs or in yards. Trees should be planted appropriate distances from structures and well maintained.

37. Turf or Lawn. A zone of grass turf may be incorporated in the residential landscape area to provide a moderate lawn space and to help with fire management. Turf areas should not have a structured rectilinear shape, nor should they require excessive watering or frequent mowing. The square footage of any turf area should generally not exceed about 5 to 10% of the approved Building Envelope. Lawn areas will be reviewed by the ARC on an individual basis. The ARC shall have authority to deny, further restrict, or allow greater amounts of turf depending on how effectively this area is integrated within the overall Master Landscaping Plan.

38. Wildlife Habitat. Stream Hill Park supports a diversity of wildlife, including moose and black bear. Wildlife habitat protection is a goal for Stream Hill Park. Owners must control their pets to protect wildlife and wildlife habitat.

39. Noxious Weed Control. Various noxious weeds can invade landscapes and become highly destructive. Invasive species in the Homer area include orange hawkweed, Canada thistle, bird vetch, and others listed in *Selected Invasive Plants of Alaska* (available in Homer from the USDA Natural Resources Conservation Service or the Homer Soil and Water Conservation District). Each owner is responsible to keep both undeveloped and landscaped areas free of noxious weeds. Failure to keep lots free of noxious weeds may result in the Association taking necessary action to remove such weeds at owner's expense. Except with Board approval, toxic herbicides shall not be used for weed control.

40. Finished Grading. Finished grading shall provide smooth transitions between existing natural contours and altered contours. Drainage shall be directed away from residences and other structures as appropriate and shall not impact adjacent lots, streets, and common areas.

41. Maintenance. Each owner is required to keep landscaping, including all existing and introduced trees, shrubs, ground covers, grasses, irrigation systems, and other landscaping features, attractive, functional, and well-maintained. All dead trees and shrubs shall be removed and promptly replaced.

## ARCHITECTURAL ZONES

42. Neighborhood Building Zones. The ARC will, from time to time, propose an architectural style in some areas of the Stream Hill Park Subdivision. Although all proposals and styles will be considered for approval, construction plans that adhere to the recommended style will be fast-tracked through the design approval process.

43. Existing Neighborhood Building Zones. In Phase 1 of Stream Hill Park development, neighborhood building zones consist of: Lower Court (lots 1 to 5), Back Court (lots 6 and 7), Upper Court (lots 8 to 11), Streamside 1 (lots 12 to 16), Streamside 2 (lots 17 and 18), Craftsman 1 (lots 19 and 20), Craftsman 2 (lots 21 to 25), and Craftsman 3 (lots 26 to 30). “Craftsman Meadow,” which includes all Craftsman zones (lots 19-35, 40, 47) is currently the only zone with a preferred architectural style. However, all zones have maximum and minimum building heights, footprints, and square footage, as listed below.

Lot Numbers	Building Zones	Maximum Height	Minimum Footprint	Maximum Footprint	Minimum Sq. Feet	Maximum Sq. Feet
1 to 5	Lower Court	26 ft	500	1500	800	2500
6 to 7	Back Court	35 ft	500	2500	800	3500
8 to 11	Upper Court	35 ft	500	2000	800	3000
12 to 16	Streamside 1	26 ft	500	2000	800	3000
17 to 18	Streamside 2	35 ft	500	2500	800	3500
19 to 20	Craftsman 1	30 ft	500	2000	1000	3000
21 to 25	Craftsman 2	35 ft	500	2500	1200	3500
26 to 30	Craftsman 3	35 ft	500	2500	1200	3500

44. Building Height. Building height limits have been established for each Building Zone to promote residences that are compatible with landscape character and to protect views from neighboring properties. Height limits provide a cap but do not establish an automatic right to build to the maximum height allowed in the zone. Permitted height is subject to the discretion of

the ARC and will depend on the overall quality of design relative to these Guidelines. The ARC may allow specific exceptions to the height limit in cases where the proposed height would allow the design to better respond to these Guidelines and would not create significant additional impacts to views or solar access of neighboring lots.

45. Not-So-Big-House-Approach. The “Not So Big House” books by Sarah Susanka, bring to light a new way of thinking about what makes a place feel like home—characteristics that many people desire of their homes and their lives, but haven't known how to verbalize. The inspiration for “The Not So Big House” came from a growing awareness that new houses were getting bigger and bigger but with little redeeming design merit. The problem is that comfort has almost nothing to do with how big a space is. It is attained, rather, by tailoring our houses to fit the way we really live, and to the scale and proportions of our human form.

46. Elegance of Design and Energy Efficiency. Owners are strongly encouraged to invest more resources in the elegance of design, energy efficiency, and detailing of their homes than in maximizing square footage. Generally, homes with smaller floor areas are encouraged to reduce the visual impact of structures. Design quality is the most critical issue, however, as it can make a larger dwelling appear more compact and create a more desirable relationship with the land. On the other hand, a very small home may be acceptable if the scale is not deemed inappropriate for the specific location, the structure has the appearance of a complete residence, and the owner has given significant attention to the design, detailing, and overall quality of the structure. A small home may not be used as a vehicle for avoiding adequate investment in the residence.

47. Maximum and Minimum Square Footage. Neighborhood building zones in Stream Hill Park establish a range of maximum allowable building footprints and total square footage. Footprint area and total square footage shall be measured from outside of exterior wall to outside of exterior wall. In general, larger lots can accommodate greater maximums. It is important to note that guidelines for building footprints and total square footage do not establish a right to construct a residence of maximum allowable size. Building footprint and total square footage permitted is ultimately a matter of ARC discretion and depends on review of overall home design and other factors described in these Guidelines. Footprint areas and square footage of crawl spaces, garages, and accessory structures are excluded from calculations of maximum allowable house size.

48. Architectural Character. The intent of the Design Guidelines is to allow for flexibility of architectural expression within a general design framework. No specific architectural style is required at Stream Hill Park. Instead, particular design themes, approaches, and elements are encouraged. Despite the fairly broad range of architectural responses allowed by this approach, certain styles are considered completely inappropriate, for example, Spanish, Mediterranean, or Southern Plantation. The ARC has discretion to deny other styles it deems inappropriate for the site. Local rural vernacular elements are encouraged, including clean building lines, use of natural building materials (especially wood), low-to-moderately pitched gable or hipped roofs, wide overhanging eaves, covered porches, and clerestory windows. Exterior colors should be drawn from the natural environment of the site, including native plant communities. Though subtle colors are generally encouraged, appropriate palettes may include richer tones consistent with those occurring naturally with the changing seasons.

49. Diversity in Architectural Character. Diversity in architectural character can be achieved through use of quality natural building materials, along with complementary colors and forms representative of the architectural heritage of Alaska and neighboring areas of the Pacific Northwest. The goal is to reflect in residential architecture the character of surrounding landscapes and physical environments. Important design elements include orientation of buildings on the site, building structure in relationship to function, harmony with the landscape, building scale (height and massing), appropriateness of construction techniques and materials, and elegance of detail.

50. Preferred Architectural Styles. The Craftsman Meadow neighborhood zone (parcels 19-35, 40, 47) encompasses the large lower meadow area. This zone is the most visible from East End Road and the rest of the subdivision and is the only zone where a general architectural style is strongly promoted.

## **CRAFTSMAN MEADOW**

51. Craftsman Meadow. Craftsman Meadow is the public face of Stream Hill Park. Visible from East End Road, the Spit, airport, and many other areas of Homer, homes in this meadow will define a visual style for the subdivision. These homes will convey both the architectural “look” of Stream Hill Park and its aesthetic sensitivity to its natural setting.

52. Neighborhood Face. In addition, Craftsman Meadow will be the “neighborhood face” experienced by homes sharing this hillside. Here, greenspace and slope breaks will eventually frame a family of 19 visually related homes (parcels 19-35, 40, 47). The homes within this group will be visible from one another’s windows, often as significant elements in a larger panorama encompassing surrounding greenspace, Beluga Lake, the Spit, Kachemak Bay, and peaks and glaciers beyond.

53. Design Goal 1. Design guidelines for Craftsman Meadow have been developed to accomplish two goals. First, by harmonizing through design standards the family of homes occupying this area, the public face of Stream Hill Park—experienced throughout Homer and by all residents of the subdivision itself—will reflect respect for both quality homebuilding and harmony with nature and neighbors. As a result, views of the built environment of Craftsman Meadow will be a source of both pleasure and pride to subdivision residents and the community at large.

54. Design Goal 2. Secondly, these guidelines ensure that homes built in the meadow create a family of complementary, harmonious, and yet distinctively individual members. As a result, those who see these homes everyday out their windows will find their views enhanced, increasing the pleasure of being at home.

## HISTORY OF CRAFTSMAN STYLE

55. Arts and Crafts Movement. Design guidelines for Craftsman Meadow reflect very generally the “Craftsman style.” This style is rooted in the Arts and Crafts Movement, which evolved in Britain during the latter half of the 19<sup>th</sup> century as a reaction against both the excessive and opulent ornamentation of the Victorian era and the dehumanizing effects of the Industrial Revolution. In particular, as European society turned increasingly to mechanization and mass production for its manufactured goods, industrial cities—often disconnected from nature—grew up around noisy, smoky, visually jarring factories. A sense of something lost gave rise to an increased desire to live in harmony with nature and a renewed appreciation for homes, furnishings, and household objects skillfully made of natural materials.

56. Gustav Stickley. In the United States, the Arts and Crafts Movement was popularized to a large extent by Gustav Stickley, a Wisconsin-born stonemason, metalworker, and furniture maker. At the turn of the 20<sup>th</sup> Century, Stickley set up what came to be called “The Craftsman Workshops” in New York, having returned from England in 1898 a convert to Arts and Crafts ideals. As related to homebuilding, Stickley articulated these ideals as “...simplicity, durability, fitness for the life that is to be lived in the house, and harmony with its natural surrounding.” These ideals were illustrated and widely promoted through Stickley’s magazine, *The Craftsman*, published from 1901 to 1916. *The Craftsman*, and other publications that followed, spread Craftsman ideals of home and interior design through articles, photographs, drawings and floorplans. Complete Craftsman house plans were available by mail from Stickley, the Sears catalogue, and a number of other popular sources. Regional variations of Craftsman style evolved as Craftsman elements were integrated into existing “vernacular” architecture such as Midwestern farmhouses, California bungalows, Northeastern Shingle cottages, and Prairie style homes. California bungalows designed and built by the Californian firm of Greene and Greene came to embody some of the highest achievements of Craftsman style.

57. The Craftsman Movement. The Craftsman movement in America, like its British predecessor, promoted straightforward structural forms, the decorative possibilities of construction techniques, unity of craftsmanship and design, respect for rural traditions and regional styles, use of natural materials, and harmony with nature. As a result, a Craftsman home is typically unpretentious in design but built with obvious care and attention to materials

and details. The overall sense achieved by such homes is of a respectful and artful blending into the environment rather than a self-important competition with nature and neighbors. Clearly such homes reflect the values embodied in Stream Hill Park.

## **ARCHITECTURAL ELEMENTS OF CRAFTSMAN STYLE**

58. Architectural Elements. Although Craftsman homes reflect a variety of regional approaches, from Midwestern farmhouses to seaside cottages to California bungalows, the architectural elements that characterize Craftsman style can be summarized as follows.

- a) A simple, straightforward design where form follows function and there is little “ornamentation for ornamentation’s sake” or “gilding of the lily;”
- b) Emphasis on the home’s connection to nature through the use of decks, terraces, balconies, covered porches, and other kinds of indoor/outdoor spaces;
- c) Generous use of and respect for natural building materials; these usually include wooden shingles and wood siding, wooden posts and beams (e.g., porch columns), and interesting brick or stonework where regionally appropriate;
- d) Ornamentation derived primarily from construction techniques, structural elements (rafters, posts, etc.), and the colors and textures of natural materials used;
- e) The prominence of one or more gables; the angle or pitch of these gables is usually rather shallow;
- f) The gabled roof tends to spread in a broad sheltering expanse over the house, which helps ground the home in its setting; the roof profile often incorporates dormers;
- g) In addition, the sheltering roof has generous overhanging eaves, often with roof brackets and exposed rafter ends or “tails” as design elements;
- h) Meticulous attention to quality craftsmanship is apparent;
- i) Thoughtful window layout, often including horizontal rows or “ribbons” of windows designed to bring sunlight and outdoor views into the home’s interior.

## DESIGN ELEMENTS FOR CRAFTSMAN MEADOW

59. Design Elements. As noted above, architectural guidelines for Craftsman Meadow will result in construction over time of a family of homes that are attractive, well-built, and in harmony with one another and their landscape. At the same time, these guidelines allow homeowners to design distinctive, individualized homes tailored to provide “fitness for the lives to be lived in the house.” In order to promote development of this family of complementary yet distinctive homes, the following design guidelines apply on lots 19 to 35 and to 40 and 47.

- a) A roof of two or more low- or moderately pitched gables (front-gabled, cross-gabled, side-gabled, or combinations of these such as gable front and wings);
- b) Generous overhanging eaves;
- c) Non-reflective exterior siding incorporating at least some expanses of shingles made of wood or woodlike material (such as Hardieplank);
- d) A covered porch visible from the road (a covered porch, unlike a covered walkway, should be at least 8 ft deep);
- e) On the street face of the house, a covered “front” door offering protection from the elements; this streetside “front” door may be covered by its own shed or gabled roof, by the roof of the covered porch, or by an overhanging architectural feature.

## VII. GENERAL PROVISIONS

1. Notices. Any notices required to be sent to any member or owner under the provisions of this Declaration shall be deemed to be properly sent when mailed postpaid to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.
2. Severability. Invalidation of any one or more of these covenants and restrictions by judgment or Court Order shall in no way affect any other provisions, which shall remain in full force and effect.
3. Usage. Whenever used the singular shall include the plural and singular, and use of any gender shall include all genders.
4. Effective date. This declaration shall become effective upon its signature.
5. Amendment. This Declaration and any of these documents may be amended at any time and from time to time upon the execution and recording of an instrument executed by owners holding not less than two-thirds (2/3) of the voting interest of the membership, provided that for as long as Declarants offer residential lots for sale, no amendment will be effective without Declarants' express written consent.

## VIII. APPENDIX ONE

### DEFINITIONS

**Definitions.** Unless formally redefined, the terms listed in this section shall have the meanings stated herein, when used in the Stream Hill Park governing documents.

- (1) *Appeal*: means the process by which Filers may request that the Board reconsider a decision made by the ARC.
- (2) *Association Manager*: means the property management company under contract to Stream Hill Park Homeowners' Association, and sometimes more specifically that company's employee responsible for billings, complaints, Design Review Requests and other Association business.
- (3) *Board*: means the Executive Board of Directors of the Association.
- (4) *Builder/Contractor*: means a person or entity engaged by an Owner for the purpose of constructing a dwelling on such Owner's lot. In some cases, the Builder/Contractor and owner may be the same person or entity.
- (5) *CCR*: means Covenants, Conditions and Restrictions, and is the recorded Declaration and any Supplementary Declarations recorded by the Developer affecting Stream Hill Park.
- (6) *Common Areas (also sometimes referred to as "greenspace" or "open space")*: means land, improvements and other properties now or hereafter owned by the Stream Hill Park Homeowners Association. Also means tracts of unimproved land intended to remain undeveloped to enhance the open and natural appearance of Stream Hill Park. Designated common areas are scattered throughout Stream Hill Park and are shown on attached Exhibit 3.
- (7) *Declaration*: means the Declaration of Covenants, Conditions and Restrictions recorded by the Declarants affecting Stream Hill Park.
- (8) *Designated Agent*: means that person specified by an Owner, often a builder, real estate agent or lawyer, to act on his/her behalf regarding Design plans, usually in cases of new home construction.
- (9) *Architectural Review Committee (also referred to as ARC)*: means an owner peer

committee of three regular members and two alternates appointed by the SHP Board of Directors to two year terms who review and approve Design Review Requests.

(10) *Design Review Request*: means the named application by which an Owner or Filer describes an intention to build a new home or make a permanent exterior change to his/her property and submits plans to the Association for design review.

(11) *Design Manual*: means the design standards and procedures set forth in the document by the same name.

(12) *Dwelling*: means a residence and its ancillary structures, if any, constructed or proposed to be constructed on a Lot in Stream Hill Park and any improvements constructed in connection therewith.

(13) *Filer*: means an Owner or prospective Owner submitting plans to the ARC.

(14) *Greenspace Area*: means those areas subject to conditions and restrictions intended for mainly undeveloped natural areas.

(15) *Homeowners Association*: means Stream Hill Park Homeowners Association, LLC, an Alaska corporation.

(16) *Improvement*: means any change, alteration or addition to a Lot or Dwelling.

(17) *Lot*: means a platted parcel or building site within Stream Hill Park.

(18) *Municipal Regulations*: means those ordinances of the City of Homer as amended from time to time.

(19) *Owner*: means a person or persons of record who own a Lot.

(20) *Stream Hill Park*: means the physical community represented by the Association.

(21) *Stream Hill Park Homeowners' Association (also referred to as the Association)*: means the non-profit corporation formed under that name whose Articles of Incorporation are filed with the Alaska Department of Commerce and Economic Development. It is the homeowner's association of Stream Hill Park.

(22) *Site*: means that physical area to which or within which the plans proposed in a Design Review Request are to be implemented.

(23) *Standards*: means those restrictions, requirements and design review procedures enforced by the ARC as set forth in these documents and as established and amended from time to time by the Board.

(24) *Supplementary Declaration*: means any Supplementary Declaration of Covenants,

Conditions and Restrictions recorded by the Declarants or the Association and affecting the Lot Owners.

(25) *Variance*: means an exception allowed by the Architectural Review Committee to a Standard or Procedure.

**IX. SIGNATURE PAGE**

IN WITNESS WHEREOF, the Declarants have caused these presents to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

By: \_\_\_\_\_

Thomas M. Taffe

And

By: \_\_\_\_\_

Devony Lehner

**ACKNOWLEDGMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned notary public, personally appeared: \_\_\_\_\_

\_\_\_\_\_ known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_ Notary Public (Signature)

\_\_\_\_\_ (Notary's printed name)

My commission expires \_\_\_\_\_

State of Alaska Judicial District \_\_\_\_\_

## **EXHIBIT LIST**

- Exhibit 1: An air photo (prior to development) of the real estate comprising the residential lots, the commonly owned park tracts included in the Subdivision, and the adjacent land owned by the Declarants.
- Exhibit 2: A post development graphic representation of the Subdivision showing the boundaries of each residential lot created by the declaration and the identifying number of the lot.
- Exhibit 3: A graphic overview of the tracts comprising the common interest elements, their relationship to the residential lots, and their relationship to the adjacent tracts owned by the Declarants that are not included in the Subdivision.
- Exhibit 4: An enlargement of the Phase One lots showing dimensions, square footage, and pricing categories.
- Exhibit 5: A copy of the final plat map recorded by the Declarants with respect to Phase One of the Subdivision.
- Exhibit 6: A graphic representation of the topography of the Subdivision (and Declarants' adjacent property).
- Exhibit 7: A graphic representation of the topography of Phase One of the Stream Hill Park Subdivision.
- Exhibit 8: Example of a site plan.
- Exhibit 9: Certificate to Plat
- Exhibit 10: Example draft of a maintenance easement agreement with the City of Homer.
- Exhibit 11: Excerpts from City of Homer Rural Residential Zoning Codes and Regulations.