

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HOMEOWNERS' ASSOCIATION, INC.

The State of Alaska, through the Division of Forest, Land and Water Management of the Department of Natural Resources, hereafter "the Declarant" is the owner of certain real property located in the Fairbanks Recording District, Alaska which is more particularly described as follows:

Quota Subdivision A, Sections 15 and 22, Township 8S, Range 120E, F.M., Alaska within Sections

The Declarant hereby declares that all of the property described above shall be held, sold, conveyed subject to the following restrictions, covenants and conditions which shall run with the real property and binding on all the owners of parcels within the described properties and any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Section 1. "Association" means Quota Subdivision Homeowners' Association, Inc., its successors and assigns.

Section 2. "Owner" means the record owner or owners of a lot within the Quota Subdivision under contract with the Declarant, and the holder of a home site permit issued by the Declarant, and those having such interest therein as security for the performance of an obligation.

Section 3. "Properties" means the certain real property hereinbefore described, and such additional properties as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

This Association shall be incorporated under the name of the Quota Subdivision Homeowners' Association, Inc. as a corporation not for profit under the laws of the State of Alaska. This Homeowners' Association is established to maintain roads and related drainage improvements within the subdivision, maintain reserved or common areas, build or maintain a sewer water system within the subdivision, and to provide other necessary services until a unit of local government is able and willing to assume responsibility for them. This Homeowners' Association shall have all the powers set forth in the Articles of Incorporation, Bylaws, and this Declaration.

ARTICLE III

An owner of a parcel in the Quota Subdivision automatically becomes a member of the Homeowners' Association, Inc. and is subject to this Declaration, the Articles of Incorporation and the Bylaws promulgated by the Association. All subsequent owners of any parcel within this Subdivision automatically become members of the Homeowners' Association and are subject to this Declaration, Articles and Bylaws to the same extent as an original member of the Association.

27
28
29
30
31
32

NANA

OR
wa

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

ARTICLE

1. Creation of
 Each owner of a lot with
 containing the association:
 to provide assessments for
 special assessments, together with
 estate fees, shall be a charge on
 the owner's interest in the
 land. Each such assessment
 is payable to the attorney's fee
 person who was the owner
 of the land. The personal
 liability of his successors in
 interest shall be the same
 as the liability of the
 owner of the land.
 2. Purpose of Assessments
 The assessments levied for
 the improvement and maintenance
 of the land and for the
 division and conservation
 of the land.
 3. Special Assessments
 In addition to annual assessments
 applicable to the lot or in part,
 the owner shall be liable for
 the assessment of a capital
 improvement on a monthly basis.
 4. Voting
 All assessments levied for
 the improvement of a majority of
 the lots shall be binding on
 the owner of any lot if
 notice of any meeting shall
 be sent by registered mail
 60 days nor more than
 90 days before the meeting.
 5. Notice of Meetings
 Notice of any meeting shall
 be sent by registered mail
 60 days before the meeting.
 6. Exempt Property
 The Declarant is hereby
 permitted to place on the
 lot a permit or land sale
 permittee's or contractor's
 liens upon the Declaration
 by the Declarant or by
 the entry permit, and
 the public authority.

Per
 div
 term
 l a
 pro
 fte
 t,
 and
 ty
 get
 als
 rop
 fo
 les
 cia
 th
 nd
 r C
 th
 on
 con
 eme
 for
 his
 ow
 ng
 or
 60
 rec
 ont
 cha
 ant
 h a
 all
 all
 ll
 l r
 w c
 he
 on
 dc
 the
 cti
 eaf
 iat
 n c
 her

l Ob
 , by
 s de
 ment
 ts,
 vide
 , ar
 l be
 st v
 ith
 the
 at t
 inqu
 res
 shall
 erve
 enar
 l In
 ocia
 r the
 tion,
 Both
 e fol
 mu
 vi
 F t
 linc
 eet
 a p
 ses
 st
 in
 ct
 ded
 rom
 er
 tit
 ed
 ar
 shi
 of
 ce
 ov
 ge
 ss
 inn
 bl
 ui
 s
 c
 ob
 she
 sm
 id
 le
 non
 lit
 s.
 Te
 o
 cru
 ind
 ce
 he
 vi
 essments
 ss
 ome site
 e
 may
 er
 ed by
 ted

nt.
 agree
 be
 y's
 bon
 sment
 of the
 assessment
 not
 y for
 thin
 ements.
 ial
 ng, in
 pair
 y be
 he
 essments
 ss
 ome site
 e
 may
 er
 ed by
 ted

ICL

1. Enforcement
 The association, or any
 person acting at law or in
 equity, shall have the right
 to enforce the provisions of
 this Declaration. Failure to
 comply with any covenant or
 restriction contained herein
 shall constitute a breach of
 this Declaration and shall
 be deemed to be a violation
 of this Declaration.

er,
 ity
 rge
 re
 str
 igh

the
 cti
 eaf
 iat
 n c
 her

any
 nants,
 ovisions
 o
 event

1 Section 2
2 Invalidat
3 or court
4 remain in
5 Section 3
6 The coven
7 bind the
8 ration is
9 for succe
10 by an ins
11 lots in tl

erability.
any one of the
shall in no way
force and effect
ndment.
nd restrictions
for a term of tw
ded, after whic
periods of (10)
it signed by not
division. Any

enants or restrict
t any other provis

is Declaration sha
20) years from the
they shall be put
This Declaratio
than a majority of
ent must be record

Core G. Smith
Core G. Smith

12 STATE OF
13 Third Jud

)
) ss.
District)

14 THIS IS TO
15 me person
16 Division c
17 Natural Re
18 Declaratio
19 Subdivisio
20 signing th

IFY that on thi
ppeared Core G. Smith
est, Land and W
es of the State
Covenants, Cond
owners' Associ
e.

day of April
13 1965
Management of the De
ska, who executed
and Restrictions c
Inc. and acknowlec

Notar

ic in and for the

My Com

in Expires: _____

8 1-0 2

N

RECORDED &
NENANA RECORDS
DISTRICT

APR 13 9 25

REQUESTED BY A

ADDRESS Dir

701

A

a

JR

Technical S
1. Northern
Suite
weg, Ak. 99
mills Kusk

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32