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**DECLARATION
FOR
HEART HAVEN ESTATES
A PLANNED COMMUNITY**

AFTER RECORDING, RETURN TO:

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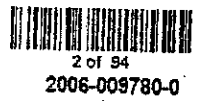
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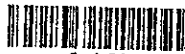
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**DECLARATION
FOR
HEART HAVEN ESTATES
A PLANNED COMMUNITY**

Declarant, Heartland Homes, Inc, an Alaska corporation, with an office address at 5403 Sandalwood Lane, Palmer, Alaska, 99645, together with Thomas P. Rolston and Deborah L. Rolston as owners of Lot 3, Block 1, Heart Haven Estates, according to the official plat thereof, filed under the Plat Number 2006-9, Serial No. 2006-002643-0, records of the Palmer Recording District, Third Judicial District, State of Alaska, and Michael T. Rolston as owner of Lots 2 and 18, Block 1, Heart Haven Estates, according to the official plat thereof, filed under the Plat Number 2006-9, Serial No. 2006-002643-0, records of the Palmer Recording District, Third Judicial District, State of Alaska, do hereby submit the real property in Palmer, Alaska described below, to the provisions of the Common Interest Ownership Act, Title 34, Chapter 8, of the Alaska Statutes, for the purpose of creating Heart Haven Estates, a Common Interest Community and making the Improvements shown in the attached as Schedule A-3.

ARTICLE I

DEFINITIONS

In the Documents, the following words and phrases shall have the following meanings:

Section 1.1 – Act. The Uniform Common Interest Ownership Act, AS 34.08 of the Alaska Statutes as it may be amended from time to time.

Section 1.2 – Additional Property. A portion of real estate which Declarant may add to the Common Interest Community pursuant to Development rights.

Section 1.3 – Allocated Interests. The share of the Common Expense liability and the votes in the Association allocated to Lots in Heart Haven Estates. The Allocated Interests are described in Article IX of this Declaration and listed in Schedule A-2.

Section 1.4 – Association. Heart Haven Estates Owners Association, Inc., a non-profit corporation organized under Chapter 10.20 of the statutes of the State of Alaska. It is the Association of Lot Owners for Heart Haven Estates.

Section 1.5 – Bylaws. The Bylaws of the Association, as they may be amended from time to time. Neither such Bylaws nor any amendments to such Bylaws need be recorded in the property records.

Section 1.6 – Common Elements. Each portion of the Common Interest Community, other than a Lot.



Section 1.7 – Common Expenses. The expenses or financial liabilities for the operation of the Common Interest Community. These include:

- (a) Expenses of administration, maintenance, repair or replacement of the Common Elements;
- (b) Expenses declared to be Common Expenses by the Documents;
- (c) Expenses agreed upon as Common Expenses by the Association;
- (d) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements; or
- (e) Any other real or personal property acquired or held by the Association.

Section 1.8 – Common Interest Community. The real property described in Schedule A-1, subject to the Declaration for Heart Haven Estates. Pursuant to 34.08.990(7) a Common Interest Community means real estate with respect to which a person, by virtue of ownership of a Lot, is obligated to pay for real estate taxes, insurance premiums, maintenance, or improvement of other real estate described in a Declaration.

Section 1.9 – Declarant. Heartland Homes, Inc, an Alaska corporation or its successor as defined in Subsection 34.08.990(12) of the Act.

Section 1.10 – Declaration. This document, including any amendments.

Section 1.11 – Development Rights. The rights reserved by the Declarant under Article VIII of this Declaration to add Lots, add Lots and Common Elements within the Common Interest Community and to withdraw property from the Common Interest Community or add Additional Property to the Common Interest Community. Any Lots that may be added shall be subject to Platting Board Resolutions.

Section 1.12 – Director. A member of the Executive Board.

Section 1.13 – Documents. The Declaration and Plat(s) which have been recorded and filed, the Bylaws, and the Rules, if any, as they may be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document.

Section 1.14 – Executive Board. The Board of Directors of the Association.

Section 1.15 – Improvements. Any construction, structure, fixture or facility existing or to be constructed on the land included in the Common Interest Community including, but not limited to, buildings, trees and shrubbery planted by the Association, paving, utility wires, pipes, and light poles.



Section 1.16 – Lot. A Lot created by a Plat approved in accordance with Matanuska Susitna Borough plat requirements. Each Lot is a “Unit” as defined in AS 34.08.990(32).

Section 1.17 – Lot Owner. A Person, including the Declarant, who owns a Lot. Lot Owner does not include a person having only a Security Interest in a Lot. A Lot Owner is a “unit owner” as defined in AS 34.08.990(33).

Section 1.18 – Majority or Majority of Lot Owners. The Owners of more than fifty percent (50%) of the votes in the Association.

Section 1.19 – Manager. A person, firm or corporation employed or engaged to perform management services for the Common Interest Community and the Association.

Section 1.20 – Notice and Comment. The right of Lot Owners to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 20.1 of this Declaration.

Section 1.21 – Notice and Hearing. The right of Lot Owners to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 20.2 of this Declaration.

Section 1.22 – Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.23 – Plat. The Plat of Heart Haven Estates Subdivision, attached as Schedule A-3, as may be amended from time to time.

Section 1.24 – Property. The land and all Improvements, easements, rights and appurtenances which are subject to this Declaration.

Section 1.25 – Public Offering Statement. The current document prepared pursuant to 34.08.530 of the Act as it may be amended from time to time, and provided to purchasers prior to the time of execution of a purchase agreement.

Section 1.26 – Rules. Regulations for occupancy of the Lots and use of the Common Elements and for the conduct of persons within the Common Interest Community, adopted by the Executive Board pursuant to this Declaration.

Section 1.27 – Security Interest. An interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an Association, and any other consensual lien or title retention contract intended as security for an obligation.



Section 1.28 – Special Declarant Rights. Right reserved for the benefit of a Declarant to (A) complete Improvements indicated on Plats and Plans filed with the Declaration; (B) exercise any Development Right; (C) maintain sales offices, management offices, signs advertising the Common Interest Community, and models; (D) use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community or within real estate that may be added to the Common Interest Community; or (E) appoint or remove an officer of the Association or an Executive Board member during the period of Declarant control.

ARTICLE II

NAME AND TYPE OF COMMON INTEREST COMMUNITY: ASSOCIATION AND MEMBERSHIP

Section 2.1 – Name and Type of Common Interest Community. The name of the Common Interest Community is Heart Haven Estates. Heart Haven Estates is a Planned Community.

Section 2.2 – Association. The name of the Association of Lot Owners is Heart Haven Estates. Owners Association, Inc., a non-profit corporation organized under the nonprofit corporations laws of the State of Alaska.

Section 2.3 – Membership in Association. Every Person who is a record owner of any Lot in Heart Haven Estates is a member of the Association. Membership and voting rights in the Association are appurtenant to, and inseparable from, ownership of a Lot.

ARTICLE III

DESCRIPTION OF LAND

The entire Common Interest Community is situated in Wasilla, Alaska, and is located on land described in Schedule A-1 as "Property Not Subject to Development Rights".

ARTICLE IV

MAXIMUM NUMBER OF LOTS; LOT BOUNDARIES

Section 4.1 – Maximum Number of Lots. The Common Interest Community upon creation contains eighteen (18) Lots and three (3) tracts. The Declarant reserves the right up to add sixty-five (65) additional Lots and eleven (11) tracts as shown on the Plat attached as Schedule A-3 for a maximum total of eighty-three (83) Lots and fourteen (14) tracts in the Community.

Section 4.2 – Lot Boundaries. The Lot boundaries are the boundaries of the Lots as shown on the Plat attached hereto as Schedule A-3 or as described in subsequent Declarations submitting a portion of the property to a Lot Owners Association.



ARTICLE V

COMMON ELEMENTS

The Common Elements in Heart Haven Estates will consist of the Community water system and Community septic systems and utility infrastructure, providing Lot Owners with water and sewer service; Community open spaces situated on the fourteen (14) Common Element Tracts, being Tracts A through N, and Community roads as shown in Schedule A-3 to the Declaration.

The following portions of the Common Elements are Limited Common Elements assigned to the Lots as stated. If lines, pipes, wires, ducts, conduits or other fixtures lie partially within and partially outside the designated boundaries of a Lot, the portion serving only the Lot is a Limited Common Element, allocated solely to the Lot, the use of which is limited to that Lot, and any portion thereof serving more than one Lot or a portion of the Common Elements is a part of the Common Elements.

ARTICLE VI

**CONVEYANCE OR ENCUMBRANCE OF
COMMON ELEMENTS BY ASSOCIATION**

Section 6.1 – Approvals. Portions of the Common Elements may be conveyed or subject to a security interest by the Association if persons entitled to cast at least eighty percent (80%) of the votes in the Association, including eighty percent (80 %) of the votes allocated to Lots not owned by the Declarant, agree to this action. Conveyance of portions of the Common Elements shall also be subject requirements of the Plat and approved Site Plan.

Section 6.2 – Proceeds of Sale or Loan. The proceeds of a sale and proceeds of a loan secured by encumbering a Common Element are an asset of the Association.

Section 6.3 – Form of Conveyance and Ratification. An agreement to convey Common Elements or to subject the Common Elements to a security interest must be evidenced by the execution of an agreement, or ratification of the agreement, in the same manner as a deed by the requisite number of Lot Owners. The Agreement must specify a date after which the agreement will be void unless recorded before that date. The agreement is effective only upon recording.

Section 6.4 – Association Contract to Convey. The Association on behalf of the Lot Owners may contract to convey an interest in Common Elements as provided in this Article but the contract is not enforceable against the Association until approved as required herein. After approval, the Association has the powers necessary and appropriate to affect the conveyance or encumbrance, including the power to execute a deed or other instrument.

ARTICLE VII

MAINTENANCE, REPAIR AND REPLACEMENT



Section 7.1 – Common Elements.

(a) The Association shall maintain, repair and replace all of the Common Elements. Responsibility for portions of these maintenance obligations may be delegated out to individual Owners Associations according to that Owners Association's percentage interest in the Common Elements.

(b) The Association shall maintain the Community water system and Community septic systems in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation and/or Matanuska-Susitna Borough and/or State Alaska Department of Health or any other authority that may have jurisdiction.

Section 7.2 – Open Space Tracts. Declarant will convey to the Association all of the Common Element open space tracts in the Community from time to time as Lots are added to the Common Interest Community.

Section 7.3 – Lots. Each Lot Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Lot, including any structures or other man-made Improvements within it.

Section 7.4 – Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a dwelling or improvements on a Lot or the Common Elements, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Lot Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Lot Owner is present at the time.

Section 7.5 – Allocation of Costs of Repairs. Each Lot Owner will reimburse the Association for any costs, including insurance deductibles, incurred by the Association due to damage to any improvements on a Lot or to the Common Elements to the extent that such damages or costs were caused intentionally, negligently or by the Lot Owner's failure to properly maintain, repair or make replacements to his or her Lot improvements. Such expense will be assessed following Notice and Hearing. The Association will be responsible for damage to improvements on Lots caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements.



ARTICLE VIII

DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Section 8.1 – Reservation of Development Rights. The Declarant reserves the following Development Rights:

(a) The right, by amendment to add all or a portion of the property described in Schedule A-1 as "Property in the Common Interest Community Subject to Development Rights", and shown on the Plat attached as Schedule A-3 as "Development Rights Reserved."

(b) The right, by amendment to add Lots and Common Elements on the property described in Schedule A-1 as "Property in the Common Interest Community Subject to Development Rights", and shown on the Plat attached as Schedule A-3 as "Development Rights Reserved."

(c) The right to construct the first dwelling on each Lot in the Community.

(d) If additional Lots and Common Elements are added to the Community, each Lot's percentage interest in the Common Expenses and voting allocation shall be reallocated in accordance with the formulas described in Article IX of this Declaration. Lots may be added at different times and the buildings, improvements shall be compatible with the density, use, construction and architectural style of improvements on existing Lots. The Declarant makes no assurances as to the exercise of this Development Right and may exercise this right at any time in accordance with the time limits specified in Section 8.2 herein.

(e) The right to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across land not designated "Development Rights Reserved" on Schedule A-3 for the purpose of furnishing utility and other services to Lots and Improvements to be constructed on the Property and on land designated on the Plat attached as Schedule A-3 as "Development Rights Reserved". The Declarant also reserves the right to withdraw and grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community for the purposes mentioned above. If the Declarant grants any such easements, Schedule A-3 will be amended to include reference to the recorded easement.

(f) The right to create and add a Community Garden area within Common Element Tracts located on the property designated in Schedule A-1 as "Development Rights Reserved."

(g) The right to withdraw portions of property from the Common Interest Community described in Schedule A-1 as "Property in the Common Interest Community Subject to Development Rights", and shown on the Plat attached as Schedule A-3 as "Development Rights Reserved", in which case there is reserved for the benefit of the withdrawn property:



(i) A non-exclusive easement for vehicular and pedestrian ingress and egress over and across the road and any sidewalks and paths located on the Property. This shall be for the benefit of the owners, occupants and guests and invitees of each owner or occupant of a Lot located on any land withdrawn from the Common Interest Community by Declarant pursuant to its special Declarant rights.

(ii) A non-exclusive right and easement to connect to and use the Community septic/sewer system and Community wells which may at any time be constructed on the property for the purpose of servicing property that Declarant withdraws from the Common Interest Community to the extent that such utilities are designed for or intended to serve buildings on the portion of the Property that is withdrawn from the Common Interest Community. The easement for construction and placement of the connections to the septic/sewer or wells shall be at reasonable locations on the Common Elements within the Property remaining in the Common Interest Community. Each person within the property withdrawn, who connects to any such septic/sewer or well shall be responsible for the payment of charges for use and maintenance equitably charged to that person.

(iii) The rights provided for in Section 8.1(f)(i) and (ii) with respect to easements are subject to the obligation of the Lot Owner to pay a reasonable share of the cost of maintenance repair and replacement with respect to the water or septic/sewer lines, sidewalks, streets and paths. Prior to connecting to the water or septic/sewer lines, streets, paths or sidewalks, the owner of the Property withdrawn from the Common Interest Community shall enter into a reasonable agreement with the Association equitably allocating the shared expenses for the operation and maintenance, repair and replacement of those improvements. The easements and rights granted hereby with respect to the streets, sidewalks, paths, and water and septic/sewer lines shall be easements appurtenant to the portion of the Property that is withdrawn and shall accrue to the benefit of Declarant, its successors and assigns.

Section 8.2 -- Limitations on Development Rights. The Development Rights reserved in Section 8.1 are limited as follows:

(a) The Development Rights may be exercised at any time, but not more than ten (10) years after the date of recording of this Declaration.

(b) No more than sixty-five (65) additional Lots and eleven additional (11) Tracts may be added to Heart Haven Estates pursuant to the Development Rights.

(c) The style of the buildings, constructed pursuant to Development Rights in Heart Haven Estates, will be architecturally compatible with each other and of comparable construction quality.

(d) Lots added pursuant to the Development Rights will be restricted to residential use in the same manner and to the same extent as existing Lots.



Section 8.3 – Phasing of Development Rights. No assurances are made by the Declarant regarding phasing in areas designated "Development Rights Reserved" on Schedule A-3. The exercise of Declarant's reserved Development Rights as to one area will not obligate the Declarant to exercise them in the same manner as to other areas.

Section 8.4 – Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised anywhere within the Common Interest Community:

- (a) to complete Improvements indicated on the Plat filed with the Declaration and any amendments thereto and to complete Improvements on the Plat for the Community approved by the Matanuska Susitna Borough;
- (b) to exercise a Development Right reserved in the Declaration;
- (c) to maintain sales offices, management offices, signs advertising the Common Interest Community and models;
- (d) to use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community; and
- (e) to appoint or remove an officer of the Association or an Executive board member during a period of Declarant control subject to the provisions of Section 8.9 of this Declaration.

Section 8.5 – Models, Sales Offices and Management Offices. As long as Declarant is a Lot Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any structure within a Lot owned by the Declarant as a model home, or utilize any portion of the Common Elements as a sales office or management office. The specific location may change from time to time as homes on Lots are developed and sold. A model home or sales/management office may be no larger than a typical home constructed for sale to prospective Buyers. Declarant may delegate this authority to dealers who purchase Lots for development and resale.

Section 8.6 – Construction: Declarant's Easement. The Declarant reserves the right to perform repair and construction work, and to store materials in secure areas, on Lots and Common Elements, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in the Declaration.

Section 8.7 – Signs and Marketing. The Declarant reserves the right to post signs and displays on Lots or the Common Elements to promote sales of Lots, and to conduct general sales activities, in a manner that will not unreasonably disturb the rights of Lot Owners.



Section 8.8 – Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove, promptly after the sale of the last Lot from the Property, any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 8.9 – Declarant Control of Association.

(a) Subject to Subsection 8.9(b), there shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Executive Board. The period of Declarant control terminates no later than the earlier of:

- (i) sixty (60) days after conveyance of seventy-five percent (75%) of the Lots that may be added to Owners other than the Declarant;
- (ii) two (2) years after the Declarant has ceased to offer Lots for sale in the ordinary course of business;
- (iii) two (2) years after any right to add new Lots was last exercised; or
- (iv) ten (10) years after the first Lot is conveyed to a Lot Owner other than the Declarant.

The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in that event, the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

(b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots that may be added to Lot Owners other than the Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Executive Board, shall be elected by Lot Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots that may be added to Lot Owners other than the Declarant, not less than thirty-three-and-one-third percent (33-1/3%) of the members of the Executive Board must be elected by Lot Owners other than the Declarant.

(c) Not later than the termination of any period of Declarant control, the Lot Owners shall elect an Executive Board of at least three (3) members, all of whom shall be Lot Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office on election.



(d) Notwithstanding any provision of this Declaration or the Bylaws of the Association to the contrary, following notice under AS 34.08.390, the Lot Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at a meeting of 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 the Declarant.

Section 8.10 – Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right (except for Development Rights) may be exercised by the Declarant so long as the Declarant is obligated under any warranty or obligation, owns any Lots or any Security Interest on any Lots, or for ten (10) years after recording the original Declaration, whichever is sooner. Earlier termination of certain rights may occur by statute.

Section 8.11 – Interference with Special Declarant Rights. Neither the Association nor any Lot Owner may take an action or adopt any rules that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

Section 8.12 – Architectural Control over First Structure on a Lot. Declarant reserves the right of architectural control to determine the design, colors and materials for the first structure on each Lot.

ARTICLE IX

ALLOCATED INTERESTS

Section 9.1 – Allocation of Interests. Upon recordation of this Declaration and subsequent amendments adding Lots, each Lot in Heart Haven Estates shall have one vote in the Association and is responsible for its allocated percentage of the Common Expenses. One vote is allocated to each Lot and may be cast in accordance with the agreement of a majority interest of the owners of each Lot. The Table of Allocated Interests is attached hereto as Schedule A-2.

Section 9.2 – Formulas for the Allocation of Interests. The percentage of liability for Common Expenses allocated to each Lot is derived by dividing the total number of Lots into one hundred. Nothing contained in this subsection shall prohibit certain Common Expenses from being apportioned to particular Lots under Article XVI of this Declaration.

Section 9.3 – Assignment of Allocated Interests Pursuant to Exercise of Development Rights. The effective date for assigning Allocated Interests to Lots added pursuant to Sections 8.1 of this Declaration shall be the date on which the amendment adding Lots is recorded in the records of the Palmer Recording District.

ARTICLE X

RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY



Section 10.1 – Use Restrictions. For the purposes of Section 10 herein, the Architectural Review Committee provided for in Article XI, is hereinafter referred to as the “ARC”.

(a) Residential Use. Each Lot is restricted to residential use for a single family residence. Single-family residential use is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants, cooking and eating with a common kitchen and dining area.

(b) Home Occupations. Home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage are permitted. No sign indicating commercial or professional uses may be displayed on a dwelling on a Lot.

Section 10.2 – Occupancy Restrictions. All Lots are subject to the following occupancy restrictions.

(a) Structure Size and Type. A structure constructed on a Lot shall contain a minimum living area of one thousand square feet (1,000 sf), for a one story structure, not including the garage, porches and decks, or 1,100 sf, for two story structures, not including the garage, porches and decks. A garage and/or shed, may be constructed as an accessory to the dwelling, and shall conform to the design and materials of the residential dwelling on the Lot. Alterations and additions shall be subject to the requirements of Article XI.

(b) Temporary Structures. No trailer, mobile home, Quonset hut, lean-to, shipping container, or similar structure, shall be placed on a Lot, except that Declarant, agent of Declarant or a contractor engaged by the Declarant, pursuant to the Special Declarant Rights reserved in Article VIII, may store equipment or materials in temporary structures during the period of construction on a Lot. Use of such temporary structures shall not exceed one (1) year and shall be promptly removed upon completion of construction or within thirty (30) days of a written request by the ARC to remove the structure. Temporary structures shall not be used as residences. Portable toilet facilities shall be required within three hundred feet (300') of a construction site.

(c) Structure Setbacks. All structures on a lot in Heart Haven Estates shall conform to the Matanuska Susitna Borough lot setback requirements.

(d) Drainage. No modification shall be made to the natural drainage of any Lot such that a neighboring Lot is negatively impacted by a change in drainage.

(e) Fences.

(i) Lot Owner's may construct a fence enclosing the rear yard area of their Lot. Fence material, design and location shall be determined by the ARC. The ARC may change the designated materials and design from time to time without amending this Declaration.



(ii) Fencing shall connect to the house at a point no closer than three (3) feet behind the entry door. Front yard areas adjacent to the street shall not be fenced.

(iii) To the extent that a fence separates yard areas appurtenant to separate Lots, then the responsibility for the maintenance, repair, and replacement of that portion of the fence shall be the joint responsibility of the Lot Owners to which such yards are appurtenant. The cost of construction of the fence shall be that of the Lot Owner constructing the fence enclosing his or her yard. To the extent that a fence constructed by a Lot Owner joins an existing fence dividing the yards between the two Lots, then such Lot Owner shall pay to the owner of the adjoining Lot one-half (1/2) of the reasonable costs of the shared fence at reasonable commercial rates in effect at the time. No Lot Owner may construct a fence around a portion of its yard without completely enclosing the yard.

(iv) Provided, however, that the requirements of 10.2 (e)(iv) shall not be construed to compel a Lot Owner to erect and maintain a fence, who does not agree to the erection of the fence. In such circumstances the cost of fence construction shall be that of the Lot Owner desiring the construction of the fence. If the Lot Owner not originally in agreement with construction of the fence, should subsequently decide to enclose their yard with a fence, then at such time, they shall contribute an equitable portion of fence construction costs including a reasonable adjustment for the remaining economic life of the existing fence.

(v) Hedges, shrubs or trees may be used for screening between Lots. Dog runs are permitted and shall be concealed by a wooden fence approved by the ARC.

(f) *Sight Distances at Intersections.* Sight distances shall conform with applicable Matanuska Susitna Borough ordinances regarding sight lines.

(g) *Signs.*

(i) Subject to the Special Declarant Rights reserved in Article VIII, no sign whatsoever (including but not limited to political signs), shall be displayed to the public view on any Lot, except one sign of not more than six (6) square feet in area advertising the property for sale or rent. In addition, the Association may maintain a sign or signs at the entrance(s) to the subdivision identifying the subdivision.

(ii) No permitted signs shall be nailed or affixed to trees and shall comply with the current zoning ordinance regulations applicable to signs.

(h) *Animals and Poultry.*

(i) No animals, livestock, sled dogs or poultry whatsoever may be raised, bred, or kept on a Lot, except that either two (2) dogs or (2) cats or one (1) dog and



one (1) cat or two (2) other domesticated household pets approved by the ARC, provided that they are not kept, bred, or maintained for commercial purposes.

(ii) Pets shall be kept under control at all times and leashed when outside a Lot. Lot Owners with fenced yards may maintain a pet within their fenced yard area.

(iii) Lot Owners shall hold the Association harmless from all claims resulting from the actions of their pet. No vicious dog (as defined by the Matanuska Susitna Borough) shall be kept on Lot.

(iv) Lot Owners shall be responsible for keeping their Lots and the Common Elements free and clear of pet feces and shall immediately remove their pet's animal feces from all areas of the Community, (i.e., when walking on trails and sidewalks, etc.).

(v) No vicious dog, as defined by the Matanuska Susitna Borough ("MSB") code and regulations, shall be kept in the Community. Pets shall be licensed, vaccinated and maintained in accordance with MSB law. Pets shall be leashed and kept under control at all times, when outside a Lot.

(vi) Pets causing or creating a nuisance or unreasonable disturbance or noise, so as to interfere with the rights, comfort or convenience of other Lot Owners shall be permanently removed from the Community upon three (3) days' written Notice and Hearing from the Executive Board. Pets in the control of Lot Owners that are repeat offenders of the pet rules may be deemed a nuisance, and upon demand of the Executive Board shall be permanently removed from the Community.

(i) *Refuse.* The Association shall contract with an entity providing trash removal services. Trash, garbage or other waste shall be wrapped in a secure package and deposited into such trash containers as approved by the Association and shall be kept clean and sanitary. Trash containers shall not be visible to adjacent Lot Owners or to the public from the street, except when placed at the street curb on the evening before, or the day of garbage pick-up. No outside burning of trash or garbage is permitted. The storage of refuse, trash, waste, junk vehicles, appliances or construction materials is prohibited on Lots.

(j) *Inoperable Vehicles.* No inoperable or junk vehicles shall be parked or stored upon any Lot, a Common Element, or on a Community street. No repair, restoration or disassembly of vehicles, boats, trailers, aircraft or other vehicles shall be permitted within a Lot or Common Element. Emergency repairs may be made to motor vehicles for a period of up to ten (10) days. Thereafter, the vehicles shall be removed from the Community.

(k) *Nuisances.*



(i) No noxious or offensive activity shall be carried out, which may become an annoyance and/or nuisance or endanger the Community. Uses made and/or practices maintained by Lot Owners or tenants of Lot Owners, whether on the Lots, the Common Elements, or the adjacent Community streets shall not interfere with the quiet enjoyment of the Property by other Lot Owners and residents. Owners shall control their animals to the extent necessary to eliminate nuisance in the Community, (including but not limited to barking dogs). Use of snow-machines, off-road use of motorcycles or any other all-terrain vehicles within the Community are expressly prohibited.

(ii) The Executive Board shall have the authority to determine what activities may constitute a nuisance and to levy fines to deter continuation of a nuisance.

(l) *Parking, Vehicles and Storage.*

(i) Street parking is permitted in the Community in accordance with Matanuska Susitna Borough Code and Regulations.

(ii) Summer recreational vehicles, including but not limited to campers, boats, all terrain vehicles and jet-skis may be kept in a driveway between May 15th and September 30th of each year. Said summer recreational vehicles shall not be covered with tarpaulins or unsightly coverings as determined by the ARC, in its sole discretion. Between October 1st and May 14th of the following year, summer recreation vehicles shall be stored in the garage or within the rear yard area located behind the dwelling on a Lot or off site at a location outside the Community.

(iii) Winter recreational vehicles, including but not limited to snow-machines may be kept in a driveway between October 1st and May 14th of the following year. Said winter recreational vehicles shall not be covered with tarpaulins or unsightly coverings as determined by the ARC, in its sole discretion. Between May 15th and September 30th of each year, winter recreation vehicles shall be stored within the rear yard area located behind the dwelling on a Lot or off site at a location outside the Community.

(iv) No repair, restoration or disassembly of vehicles shall be permitted within a driveway or on the Common Elements except for emergency repairs thereto and only to the extent necessary to enable movement thereof to a proper repair facility.

(v) Junk vehicles and inoperable vehicles shall not be parked in a driveway or on the Common Elements. A junk vehicle is a vehicle which is missing essential parts, such as, but not limited to, tires, wheels, engine, brakes, windows, lights and lenses, exhaust system, and such other parts that are necessary for the legal



operation of a vehicle. An inoperable vehicle is a vehicle which has remained inoperable for a period of seven (7) consecutive days.

(vi) Except for vehicles belonging to the Declarant and its subcontractors or a dealer, builder or contractor constructing dwellings on Lots, during the period of Declarant construction, no commercial vans or business related vehicles (e.g., dump trucks), or heavy equipment such as bulldozers and graders may be kept in the Community.

(vii) No part of the Property may be used for the storage of equipment, materials or merchandise used or to be sold in a business or trade. No airplanes, ultra-light aircraft, helicopters or similar devices or parts thereof shall be kept on any property within the Community. Fuel storage is prohibited.

(viii) Vehicles parked in violation of these restrictions may be towed by the Association.

(m) *Antennae and Satellite Dishes.*

(i) Declarant imposes the following restrictions relating to the installation of satellite dishes and antennae if compliance does not (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal to the Lot Owner.

(ii) Acceptable Locations. Subject to the requirements contained in (m)(i) above, satellite dishes and antennas shall be installed in the following locations (listed in decreasing order of preference).

(A) Inside the dwelling structure within the Lot.

(B) On the dwelling roof. Satellite or antennae shall not protrude beyond four feet (4') above the roof line and shall be set back a minimum of two feet (2') from the roof edge.

(C) Within the yard area.

(iii) Unacceptable Locations. Except as otherwise provided herein, antennas and satellite dishes shall not encroach upon Common Elements or another Lot.

(iv) Shielded from View. Antennas and satellite dishes shall be located in a place shielded from view to the public or from other Lots to the maximum extent possible; provided, however, that nothing in this rule requires installation where an



acceptable quality signal cannot be received or in such a manner that unreasonably increases the cost of installation.

(v) Satellite Wiring. Wiring shall be installed in a neat, secure and inconspicuous manner so as to minimize exposed satellite wiring on the exterior of the dwelling. No loose sagging wiring is permitted. Installation shall be completed in a professional workmanlike manner by a licensed bonded and insured installer, approved by the Association.

(vi) Color. Satellite dish color shall be neutral tones of gray only. No commercial advertising on the satellite dish is permitted other than the brand name. Satellite wiring shall be painted to match siding color of the dwelling.

(vii) Safety and Non-interference. Installation shall comply with reasonable safety standards and may not interfere with cable, telephone or electrical systems of neighboring Lots.

(viii) Maintenance. Lot Owners are responsible to maintain, repair and replace their satellite dish or antenna. In the event that a satellite dish installed on the roof by the Lot Owner becomes deteriorated or unsightly or is inconsistent with conditions of installation it may be removed or repaired by the Association, at the Lot Owner's expense.

(ix) Removal and Damages. If a satellite dish, antenna and other related equipment is removed, any damage to the roof or dwelling structure contained in the Lot shall be repaired at the Lot Owner's expense. The Association may repair damages not repaired by the Lot Owner and assess the reasonable cost thereof against the Lot Owner.

(n) Landscaping

(i) Landscaping shall be established and continuously maintained on every part of every Lot. All areas not covered with structures, driveways or natural vegetation shall be landscaped, at a minimum with grass, by the end of the first growing season after completion of the dwelling on the Lot. This Declaration shall not be construed to require irrigation-dependant landscaping.

(ii) Lawns must be maintained free of weeds, mowed and trimmed whenever growth exceeds four inches (4"). Fertilizer may be applied no more than twice yearly to minimize adverse runoff water quality.

(iii) Yard areas shall be landscaped or covered with lawns in a professional workmanlike manner. Islands of shrubbery, plants and trees may be landscaped with garden bark or landscaping cobbles, or other professional landscape ground cover material.



(o) *Common Element Open Space Areas.* The following activities are prohibited on Common Element tract areas.

(i) Except for improvements approved by the Association, no improvements may be maintained or constructed on the Common Element open space areas.

(ii) Except for maintenance vehicles approved by the Association, no vehicles are permitted to be driven on the Common Element open space areas.

(iii) No overnight camping is permitted and no tent or other shelter may be erected.

(iv) No barbecues or fires are permitted.

(v) No consumption of alcoholic beverages is permitted.

(vi) No private gardens are permitted, nor shall any grass clippings, leaves or landscaping debris be deposited on Common Element open space areas.

(vii) No wood piles, equipment or household items may be stored on Common Elements.

(viii) No activity is permitted that may harm the Community septic systems or the state of natural vegetation within Common Element open spaces, except for removal by the Association of dead or diseased trees and shrubs and enhancement landscaping.

(ix) Lot Owners of Lots immediately adjacent to Common Element open spaces shall not extend their yard areas into the open space areas.

(p) *Community Septic System and Community Well*

(i) No individual sewage or septic disposal system or individual well shall be permitted on a Lot. Lot Owners shall connect the dwelling structure located on their Lot to the Community septic system and Community water system. There shall be one (1) septic hook-up per Lot to the Community drainfield and one (1) water hook-up per Lot to the Community water system.

(ii) Each individual Lot Owner shall be responsible for the maintenance, repair and/or replacement of the pipe connecting the dwelling on their Lot to the Community septic and water systems.

(iii) Use of the Community septic system and water system by each Lot Owner shall be normal and customary use for a single family home.



(q) *Easements.*

(i) Easements for utilities and drainage facilities are reserved as shown on the recorded plat. Lot Owners shall maintain ground cover within easement areas located on their Lot. Utility companies and/or public authorities shall be the responsibility for their respective Improvements located within an easement area.

(ii) No motorized vehicle access is permitted on Community footpaths or trail easements except for maintenance vehicles authorized by the EB.

(iii) No live vegetation shall be disturbed in the Common Element "Tract" areas. Utility and storm drainage improvements installed in the Tract areas shall be re-vegetated with buffer landscaping.

(iv) No outbuildings, sheds or greenhouses or other such structural improvements are permitted in any landscaping or utility easement.

(r) *Architectural Control Standards.* Lots in the Common Interest Community shall be further subject to the Architectural Review Committee ("ARC") procedures contained in Article XI and also the *Design Guidelines and Specifications* contained in Schedule A-4 attached to the Declaration. The Declarant has reserved as a Development Right, pursuant to Article VIII, the right to prescribe restrictions for the use, occupancy and alienation, including architectural control standards for the benefit of the Lots and Common Elements added to the Community.

(s) *Safety and Security.* Each Lot Owner and occupants of a dwelling on a Lot and their respective guests or invitees shall be responsible for their own personal safety and the security of their property in the Community. The Association is not an insurer or guarantor of safety or security within the Community.

(t) *Mailboxes and Newspaper Tubes.* Lot Owners shall use the cluster mailboxes approved by the U.S. Postal Service. Newspaper stands and receptacles are not permitted on the exterior of the cluster mailboxes or dwellings.

Section 10.3 – Restrictions on Alienation. A Lot may not be conveyed pursuant to a time-sharing plan. A Lot may not be leased or rented for a term of less than thirty (30) days. All leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association. All leases of a dwelling on a Lot shall include a provision that the tenant recognizes the Association as landlord, but solely for the purpose of the Association having power to enforce a violation of the provisions of the Documents against the tenant, provided that the Association first gives the Lot Owner notice of its intent to so enforce and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action.

ARTICLE XI



ARCHITECTURAL REVIEW

Section 11.1 – Additions, Alterations and Improvements require architectural review.

(a) Except as provided in Section 8.12, Lot Owners may not make any structural addition, exterior alteration, or exterior improvement in or to any part of the Common Interest Community without the prior written consent thereto of the Architectural Review Committee ("ARC") in accordance with Section 11.3 below.

(b) A Lot Owner may make any other improvements or alterations to his or her Lot not requiring approval under (a) above.

Section 11.2 – Architectural Review Committee ("ARC"). During the Development Period, there shall be an Architectural Review Committee ("ARC") comprised of the Declarant and one (1) to three (3) individuals chosen by the Declarant. Any or all of the ARC members may be removed and replaced by the Declarant at any time, with or without cause until such time as one hundred percent (100%) of the Community has been developed and conveyed to Lot Owners other than Builders or Dealers. Declarant shall maintain control of the ARC through the entire Development Period, at which time control shall be relinquished via written instrument in recordable form executed by Declarant. Upon recordation, Lot owners shall appoint individuals to the ARC.

Section 11.3 – Scope of Review. This Declaration contains provisions which dictate objective qualities of proposed Improvements, such as height, size and material types. However, in order to preserve the value, attractiveness, livability and desirability of Heart Haven Estates certain subjective qualities must also be controlled, including but not limited to: exterior colors, window and deck placement, proportions and bulk, quality and use of materials, and the overall harmony of the general design, type, style and location of proposed Improvements with the topography of Heart Haven Estates and with other contemplated or existing Improvements. However, descriptions of desirable subjective qualities are difficult to reduce to writing without unreasonably limiting the creativity of individual builders and Lot Owners. Therefore, the ARC shall review these subjective aspects of proposed Improvements, as generally described above, and shall use its judgment to determine whether or not said Improvements will make a positive contribution towards the value, attractiveness, livability and desirability of the Heart Haven Estates without detracting from same. The ARC may, in its sole and absolute discretion, withhold or condition its approval of any proposed Improvement if it finds the Improvement does not meet the foregoing standard. The ARC may maintain a portfolio containing examples of subjective qualities the ARC deems desirable, and use it as a guide when making decisions. At its discretion, the ARC may also choose to review proposed Improvements for compliance with some or all of the other provisions of this Declaration, and may withhold approval upon a finding of noncompliance. However, such a review by the ARC shall not relieve the Owner of the responsibility to ensure that all Improvements are constructed and maintained in compliance with the entirety of this Declaration.

Section 11.4 – Request for Approval. To receive approval for a proposed Improvement, the Owner shall submit to the ARC a letter specifying the approval requested, two (2) sets of plans



showing the nature, kind, shape, size, height, materials, color, texture and location of the proposed Improvements, and any other information reasonably required or desired by the ARC to make an informed decision. The ARC may adopt detailed procedures and requirements for such applications, and charge a fee, of Two Hundred Dollars and Zero Cents (\$200.00), to cover the cost of processing the application. If the ARC finds that the application as submitted is not detailed enough to allow a decision to be made, the ARC shall so notify the Owner in writing within seven (7) days of its receipt of the incomplete application. The notice shall include a list of the additional details that are required. The application shall be deemed complete when the Owner submits all said additional details to the ARC. If no such notice is made to the Owner within said seven (7) day period, the application shall be deemed complete as originally submitted. The ARC shall review the plans, specifications, plot plan, and experience and reputation of the contractor selected to construct the dwelling. The ARC review will include the history regarding contractor quality of workmanship, materials list, overall harmony of external design with existing structures, location with respect to topography and finished grade elevation, and compliance with land use provisions.

Section 11.5 – ARC Decision. The ARC shall make written approval or denial of the proposed Improvements within fourteen (14) days of the date the application was deemed complete under the above Section 11.4. If the ARC finds reason to object to the proposed Improvements, it shall provide the Owner with a written denial identifying the concerns and objections thereto. If the ARC fails to respond in writing within said fourteen (14) day period, ARC approval of said Improvements shall not be required, and compliance with this Article XI shall be presumed. Provided, however, that said Improvements shall comply with all other provisions of this Declaration, excepting only this Article XI. ARC review shall in no way imply review as to the adequacy of the plans or specifications for strength, suitability, durability and structural design. Furthermore, approval of requests to the ARC shall not give rise to any liability or responsibility for the quality or sufficiency of design or materials.

Section 11.6 – Majority Action. A majority of ARC members shall have the power to act on behalf of the ARC, without the necessity of a meeting and without consulting or notifying the remaining ARC members. The ARC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

Section 11.7 – Post-Development Period Improvements. After the Development Period, the ARC shall be chosen by the Lot Owners. Building standards shall be promulgated by the ARC and published from time to time, are solely for the purpose of establishing consistency in the type, appearance and quality of homes with those originally constructed in the community. Improvements shall comply with the provisions of this Declaration.

ARTICLE XII

AMENDMENTS TO DECLARATION

Section 12.1 – General. ~~Except as otherwise provided by law or elsewhere in this Declaration, this Declaration may be amended only by vote or agreement of Lot Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated.~~



Section 12.2 – When Unanimous Consent Required. Except to the extent expressly permitted or required by provisions of the Act and this Declaration, an amendment may not create or increase Special Declarant Rights, create or increase the number of Lots, change the number of Lots, change the boundaries of a Lot, the allocated interests of a Lot, or the uses to which a Lot is restricted, in the absence of unanimous one hundred percent (100%) consent of the votes in the Association.

Section 12.3 – Execution of Amendments. An amendment to the Declaration must be executed and recorded on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of such designation, by the President of the Association.

Section 12.4 – Recordation of Amendments. Each amendment to the Declaration must be recorded in the Palmer Recording District. The amendment is effective only upon recording.

Section 12.5 – Limitations of Challenges. An action to challenge the validity of an amendment adopted by the Association pursuant to this Article may not be brought more than one (1) year after the amendment is recorded.

Section 12.6 – Special Declarant Rights. Provisions in the Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 12.7 – Amendments to Add Lots. To exercise any Development Right reserved under Section 8.1(a) or (b) of this Declaration, the Declarant shall prepare, execute and record an amendment to the Declaration. The Declarant shall also record new Schedule A-1, A-2 and A-3 to reflect the changes made by the exercise of the Development Right. The amendment to the Declaration shall assign an identifying number to each new Lot added and reallocate the Allocated Interests among all Lots. The amendment shall describe any Common Elements created thereby.

ARTICLE XIII

AMENDMENTS TO BYLAWS

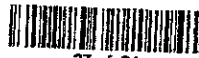
The Bylaws may be amended only by two-thirds (2/3) of the members of the Executive Board, following Notice and Comment to all Lot Owners, at any meeting duly called for such purpose.

ARTICLE XIV

TERMINATION

Termination of the Common Interest Community may be accomplished only by the procedures specified in Section 34.08.260 of the Uniform Common Interest Ownership Act, which section is adopted herein by reference.

ARTICLE XV



ASSESSMENT AND COLLECTION OF COMMON EXPENSES

Section 15.1 – Apportionment of Common Expenses. Except as provided in Section 15.2, all Common Expenses shall be assessed against all Lots in accordance with their percentage interest in the Common Expenses as shown on Schedule A-2 to this Declaration.

Section 15.2 – Common Expenses Attributable to Fewer than all Lots.

(a) Any Common Expense for services provided by the Association to an individual Lot, either required by the Declaration or provided at the request of the Lot Owner, shall be assessed against the Lot which benefits from such service.

(b) Any insurance premium increase attributable to a particular Lot by virtue of activities in or construction on the Lot shall be assessed against that Lot.

(c) An assessment to pay a judgment against the Association may 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.

(d) If a Common Expense is caused by the misconduct of a Lot Owner, the Association may assess that expense exclusively against the Lot.

(e) Fees, including attorney's fees, charges, late charges, fines, collection costs and interest charged against the Lot Owner pursuant to the Documents are enforceable as Common Expense assessments.

Section 15.3 – Lien.

(a) The Association has a lien on a Lot for an assessment levied against the Lot or fines imposed against the Lot Owner from the time the assessment or fine becomes due. Fees, charges, late charges, collection costs, including reasonable attorney's fees, fines and interest charged pursuant to any of the Association's Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) A lien under this Section is prior to all other liens and encumbrances on a Lot except: (1) a lien and encumbrance recorded before the recordation of the original Declaration described above in the introductory paragraph of this Document; (2) a first Security Interest on the Lot recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. A lien under this Section is also prior to all Security Interests described in Subdivision (2) of this Subsection if the common expense assessment based on the periodic budget adopted by the Association, pursuant to Section 15.4 of this Article, would have become due in the absence of acceleration during the six (6) months



immediately preceding the institution of an action to enforce the Association's lien. This does not affect the priority of mechanic's or materialmen's liens, or the priority of a lien for other assessments made by the Association. A lien under this Section is not subject to the provisions of AS 09.38.010, as it may be amended from time to time.

(c) Recording of the Declaration constitutes a record notice and perfection of the lien. Further recording of a claim of lien for assessments under this Section is not required.

(d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessment becomes due; provided that if an Lot Owner subject to a lien under this Section files a petition for relief under the US Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under §362 of the US Bankruptcy Code is lifted.

(e) This Section does not prohibit an action to recover sums for which the Association has a lien; nor does it prohibit the Association from taking a deed in lieu of foreclosure.

(f) When the Association acquires a judgment or decree in any action brought under this Section, such judgment or decree shall include an award to the Association for actual collection costs and reasonable attorney's fees.

(g) A judgment or decree in an action brought under this Section is enforceable by execution under AS 09.35.010, as it may be amended from time to time.

(h) The Association's lien must be foreclosed as a lien is foreclosed under AS 34.35.005, as it may be amended from time to time.

(i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Lot Owner to collect all sums alleged to be due from that Lot Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 15.4.

(j) The purchaser at a foreclosure sale initiated by the holder of a Security Interest in a Lot is not liable for any unpaid assessments against the Lot which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 15.3(b), above. Any unpaid assessments not satisfied from the proceeds of sale become common expenses for which all the Lot Owners, including the purchaser, may be assessed. For the purposes of this paragraph, "the purchaser" shall include, but not be limited to, any holder of a Security Interest in a Lot which obtains title to a Lot.



(k) Any payments received by the Association to discharge a Lot Owner's obligation may be applied to the oldest balance due.

(l) The Association may acquire, hold, lease, mortgage and convey a Lot foreclosed upon pursuant to this Section for unpaid assessments.

(m) A lien under this Section shall not be affected by any sale or transfer of a Lot except as provided in Subsection (j), above.

Section 15.4 – Budget Adoption and Ratification. The Executive Board shall adopt a proposed budget for the Common Interest Community, and shall, within thirty (30) days after adoption, provide a summary of the budget to each Lot Owner. The Executive Board shall set a date for a meeting of the Lot Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all Lot Owners rejects 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 Lot Owners continues until the Lot Owners ratify a budget proposed by the Executive Board.

Section 15.5 – Non-Budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 15.2, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Board of Directors shall submit such common expenses to the Lot Owners for their consideration and comment in the same manner as a budget under Section 15.4, above; provided, however, that such assessment can be considered at a special meeting as long as the notice required for annual meetings is provided to the Lot Owners.

Section 15.6 – Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Lot Owner a statement in recordable form setting out the amount of unpaid assessments against his or her Lot. The statement must be furnished within ten (10) business days after receipt of the request and is binding upon the Association, the Executive Board and each Lot Owner.

Section 15.7 – Monthly Payment of Common Expenses. All common expenses assessed under this Article shall be due and payable monthly.

Section 15.8 – Acceleration of Common Expense Assessments. In the event of a default for a period of ten (10) days by any Lot Owner in the payment of any common expense assessment levied against his or her Lot, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable. The holder of a first Security Interest in a Lot which has acquired title to any Lot as a result of a foreclosure of its Security Interest shall be exempt from the application of this Subsection.

Section 15.9 – Commencement of Common Expense Assessments. Common Expense assessments shall begin on the date declared by the Executive Board.



Section 15.10 – No Waiver of Liability for Common Expenses. No Lot Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the assessments are made.

Section 15.11 – Personal Liability of Lot Owners. The Owner of a Lot at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Lot unless he or she agrees to assume the obligation.

Section 15.12 – Reserves. As part of the adoption of the regular budget pursuant to Section 16.4, the Executive Board shall include an amount which, in its reasonable business judgment, will establish and maintain an adequate reserve fund for the replacement of Improvements within the Common Elements, based upon the Improvement's age, remaining life and estimated replacement cost.



ARTICLE XVI

RIGHT TO ASSIGN FUTURE INCOME

The Association may assign its future income, including its right to receive Common Expense assessments, only by the affirmative vote of Lot Owners to which at least fifty-one percent (51%) of the votes in the Association are allocated, at a meeting called for that purpose.

ARTICLE XVII

PERSONS AND LOTS SUBJECT TO DOCUMENTS

Section 17.1 – Compliance with Documents. All Lot Owners, tenants, mortgagees and occupants of Lots shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or entering into occupancy of a Lot constitutes agreement that the provisions of the Documents are accepted and ratified by such Lot Owner, tenant, mortgagee or occupant, and all such provisions recorded in the records of the Palmer Recording District, Third Judicial District, State of Alaska, are covenants running with the land and shall bind any Persons having at any time any interest in such Lot.

Section 17.2 – Adoption of Rules. After Notice and Comment, the Executive Board may adopt Rules regarding the use of the Common Elements, and the use and occupancy of Lots.

ARTICLE XVIII

INSURANCE

Section 18.1 – Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Lot Owners at their last known address.

Section 18.2 – Property Insurance.

(a) Property insurance shall be maintained on any personal property or insurable Common Element Improvements owned by the Association. Selecting the deductible and allocation of responsibility for payment of the deductible shall be according to the policy established by the Executive Board.

(b) Risks Insured Against. The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.

(c) The name of the insured shall be substantially as follows:



"HEART HAVEN ESTATES OWNERS ASSOCIATION, INC."

(d) Lot Owners shall maintain property insurance covering the permanent structures located within their Lot. Lot Owners are encouraged to insure personal property stored on their Lot.

Section 18.3 - Liability Insurance. The Association shall maintain liability insurance, including medical payments insurance, in an amount determined by the Executive Board 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 and the activities of the Association. Insurance policies carried pursuant to this Section shall provide that:

(a) Each Lot Owner is an insured person under the policy with respect to liability arising out of membership in the Association;

(b) The insurer waives the right to subrogation under the policy against a Lot Owner or member of the household of a Lot Owner;

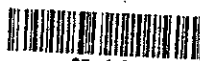
(c) An act or omission by a Lot Owner, unless acting within the scope of the Lot Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy;

(d) If, at the time of a loss under the policy, there is other insurance in the name of a Lot Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance;

(e) The insurer issuing the policy may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Lot Owner, and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known address.

Section 18.4 - Fidelity Bonds. A blanket fidelity bond is required for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force and in no event less than the sum of three (3) months' assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days' written notice to the Association, to each holder of a Security Interest in a Lot, to each servicer that services a FNMA-owned, VA-owned, FHLMC-owned, or AHFC-owned mortgage on a Lot and to the insurance trustee, if any, before the bond can be canceled or substantially modified for any reason.

Section 18.5 - Lot Owner and Tenant Policies. An insurance policy issued to the Association does not prevent a Lot Owner or tenant from obtaining insurance for his or her own benefit, and Lot Owners and Tenants are encouraged to obtain their own insurance for their own property.



Section 18.6 – Workers' Compensation Insurance. The Executive Board shall obtain and maintain Workers' Compensation Insurance if required, to meet the requirements of the laws of the State of Alaska.

Section 18.7 – Directors' and Officers' Liability Insurance. The Executive Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

Section 18.8 – Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association and/or the Lot Owners.

Section 18.9 – Premiums. Insurance premiums shall be a Common Expense.

ARTICLE XIX

RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

Section 19.1 – Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the Documents require that an action to be taken after "Notice and Comment" and at any other time the Executive Board determines, then the Lot Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Lot Owner in writing and shall be delivered personally or by mail to all Lot Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Lot Owners. The notice shall be given not less than ten (10) days before the proposed action is to be taken. It shall invite comment to the Executive Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Lot Owner to be heard at a formally constituted meeting.

Section 19.2 – Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Lot Owners whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. The notice shall be given not less than ten (10) days before the hearing date. At the hearing, affected Persons shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected Persons shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 19.3 – Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of Persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the



decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XX

EXECUTIVE BOARD

Section 20.1 – Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws or the Articles of Incorporation. The Executive Board shall have, subject to the limitations contained in this Declaration and the Nonprofit Corporations Act, the powers and duties necessary for the administration of the affairs of the Association and of the Common Interest Community which shall include, but are not limited to, the following:

- (a) Adopt and amend Bylaws, Rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Lot Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees, independent contractors, and agents, other than managing agents;
- (f) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Association's Declaration, Bylaws or Rules in the Association's name on behalf of the Association or two (2) or more Lot Owners on matters affecting the Common Interest Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) Cause additional improvements to be made as part of the Common Elements;
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to Section 5.2 of the Declaration;
- (k) Grant easements for any period of time, including permanent easements, and leases, licenses and concessions for no more than one (1) year, through or over the Common Elements;



(l) Impose and receive a payment, fee or charge for the use, rental or operation of the Common Elements and for services provided to Lot Owners;

(m) Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of this Declaration, Bylaws, Rules and regulations of the Association;

(n) Impose a reasonable charge for the preparation and recordation of amendments to this Declaration, the filing and recording of a plat or plan that accompanies an amendment, resale certificates, or a statement of unpaid assessments;

(o) Provide for the indemnification of the Association's officers and Executive Board and maintain Directors' and officers' liability insurance;

(p) Assign the Association's right to future income, including the right to receive Common Expense assessments;

(q) Exercise any other powers conferred by this Declaration or the Bylaws;

(r) Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;

(s) Exercise any other power necessary and proper for the governance and operation of the Association; and

(t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Lot Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Lot Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 20.2 – Executive Board Limitations. The Executive Board may not act on behalf of the Association to amend this Declaration, to terminate the Common Interest Community, or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of the term.

Section 20.3 – Minutes of Executive Board Meetings. The Executive Board shall permit any Lot Owner to inspect the minutes of Executive Board meetings during normal business hours. The minutes shall be available for inspection within fifteen (15) days after such meeting.



Section 20.4 – Inspection of Books. The Association must maintain current copies of the Declaration, Bylaws, Rules, books, records and financial statements. The Association shall permit any Lot Owner to inspect the books and records of the Association during normal business hours.

Section 20.5 – Financial Statements. The Association shall provide any Lot Owner who submits a written request a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association.

ARTICLE XXI

OPEN MEETINGS

Section 21.1 – Access. All meetings of the Executive Board, at which action is to be taken by vote at such meeting will be open to the Lot Owners, except as hereafter provided.

Section 21.2 – Notice. Notice of every such meeting will be given not less than twenty-four (24) hours prior to the time set for such meeting by posting a notice in a conspicuous place within the Property except that such notice will not be required if an emergency situation requires that the meeting be held without delay.

Section 21.3 – Executive Sessions. Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Lot Owners where the action taken at the executive session involves personnel, pending litigation, contract negotiations, or enforcement actions, or where no action is taken at the executive session requiring the affirmative vote of Directors.

ARTICLE XXII

CONDEMNATION

If part or all of the Common Interest Community is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with Section 34.08.740 of the Act.



ARTICLE XXIII

MISCELLANEOUS

Section 23.1 – Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents or the intent of any provision thereof.

Section 23.2 – Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural and vice versa, whenever the context of the Documents so require.

Section 23.3 – Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 23.4 – Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

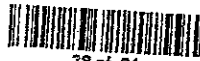
Section 23.5 – Conflict. The Documents are intended to comply with the requirements of the Alaska Nonprofit Corporations Act, and with the Uniform Common Interest Ownership Act, to the extent that the requirements of AS 34.08.030 are met. In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

Section 23.6 – Rights of Action. The Association and any aggrieved Lot Owner shall have a right of action against Lot Owners for failure to comply with the provisions of the Documents, or with decisions of the Association which are made pursuant to the Documents. Lot Owners shall also have such rights of action against the Association.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this _____ day of April 7, 2006.

DECLARANT: **HEARTLAND HOMES, INC.**

By: Thomas P. Rolston
Thomas P. Rolston
Its: President



THOMAS P. ROLSTON and DEBORAH L. ROLSTON as owners of Lot 3, Block 1, HEART HAVEN ESTATES, hereby submits Lot 3, Block 1, HEART HAVEN ESTATES according to Plat 2006-9, Palmer Recording District, to the terms and conditions of this Declaration for Heart Haven Estates herein. The owners are not signing in the capacity of a Declarant as that term is used under the Uniform Common Interest Ownership Act.

Thomas P Rolston

Thomas P. Rolston

Deborah L Rolston

Deborah L. Rolston

MICHAEL T. ROLSTON as owner of Lot 18, Block 1, HEART HAVEN ESTATES, hereby submits Lot 18, Block 1, HEART HAVEN ESTATES according to Plat 2006-9, Palmer Recording District, to the terms and conditions of this Declaration for Heart Haven Estates herein. The owner is not signing in the capacity of a Declarant as that term is used under the Uniform Common Interest Ownership Act.

m.t. Rolston

Michael T. Rolston

MICHAEL T. ROLSTON AND NORTHERN HOMES, owners of Lot 2, Block 1, HEART HAVEN ESTATES, hereby submit Lots 2, Block 1, HEART HAVEN ESTATES according to Plat 2006-9, Palmer Recording District, to the terms and conditions of this Declaration for Heart Haven Estates herein. The owners are not signing in the capacity of a Declarant as that term is used under the Uniform Common Interest Ownership Act.

m.t. Rolston

Michael T. Rolston, individually and Michael T. Rolston, doing business as Northern Homes

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

)
) ss.
)

THIS IS TO CERTIFY that on this 7 day of April, 2006, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **THOMAS P. ROLSTON**, to me known and known to me to be the



PRESIDENT OF HEARTLAND HOMES, INC., and known to me to be the person who signed the foregoing instrument, on behalf of said corporation.

WITNESS my hand and official seal on the day and year in this certificate first above written.

Kelly Bauer
Notary Public in and for Alaska
My Commission Expires: 7.4.08

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT)

ss.



The foregoing instrument was acknowledged before me this 7 day of April, 2006, by THOMAS P. ROLSTON and DEBORAH L. ROLSTON, owners of Lot 5, Block 1, HEART HAVEN ESTATES.



Kelly Bauer
Notary Public in and for Alaska
My commission expires 7.4.08

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT)

ss.

The foregoing instrument was acknowledged before me this 7th day of April, 2006, by MICHAEL T. ROLSTON as owner of Lots 2 and 18, Block 1, HEART HAVEN ESTATES, and MICHAEL T. ROLSTON doing business as NORTHERN HOMES, owner of Lot 2, Block 1, HEART HAVEN ESTATES.



Kelly Bauer
Notary Public in and for Alaska
My commission expires 7.4.08



APPROVAL OF LENDER

The undersigned, beneficiary under the Deed of Trust and Finance Statement below:

1. Deed of Trust recorded February 10th, 2006, under Serial No. 2006-003526-0, in the Palmer Recording District, Third Judicial District, State of Alaska; and
2. Construction Deed of Trust recorded February 17th, 2006, under Serial No. 2006-004123-0, in the Palmer Recording District, Third Judicial District, State of Alaska; and
3. Construction Deed of Trust recorded on February 21st, 2006 under Serial No. 2006-004249-0, in the Palmer Recording District, Third Judicial District, State of Alaska; and
4. Construction Deed of Trust recorded February 21st, 2006, under Serial No. 2006-004250-0, in the Palmer Recording District, Third Judicial District, State of Alaska; and
5. Deed of Trust recorded on February 21st, 2006 under Serial No. 2006-004279-0, in the Palmer Recording District, Third Judicial District, State of Alaska; and
6. Construction Deed of Trust recorded on March 17th, 2006 under Serial No. 2006-006713-0, in the Palmer Recording District, Third Judicial District, State of Alaska;

approves the foregoing Declaration of Heart Haven Estates (Declaration"), and the undersigned agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under the Deed of Trust shall not render void or otherwise impair the validity of the Declaration and the covenants running with the land described in the Declaration.

DATED this 7 day of April, 2006.

FIRST NATIONAL BANK ALASKA

By: Susan Wilton

Its: Branch Manager



THIRD JUDICIAL DISTRICT

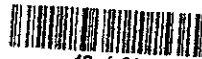
)
ss.

The foregoing instrument was acknowledged before me this 7th day of April, 2006, by Susanna Welton, as Vice President of **FIRST NATIONAL BANK ALASKA**.

WITNESS my hand and official seal.



Kelly Bauer
Notary Public in and for Alaska
My Commission Expires: 7.4.06



DESCRIPTION OF COMMON INTEREST COMMUNITY

(Declaration Schedule A-1)

DECLARATION FOR HEART HAVEN ESTATES
H4224W1DEC4

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2006-009780-0

SCHEDULE A-1

DESCRIPTION OF COMMON INTEREST COMMUNITY

Lots 1 through 18, Block 1, together with Tracts A, B and C, HEART HAVEN ESTATES SUBDIVISION, according to the official plat thereof, filed under the Plat Number 2006-9, Serial No. 2006-002643-0, records of the Palmer Recording District, Third Judicial District, State of Alaska, which is labeled on Schedule A-3 as "Property Not Subject to Development Rights."

PROPERTY WHICH MAY BE ADDED TO THE COMMUNITY
SUBJECT TO DEVELOPMENT RIGHTS

Tract A-1, HEART HAVEN ESTATES SUBDIVISION, according to the official plat thereof, filed under the Plat Number 2006-9, Serial No. 2006-002643-0, records of the Palmer Recording District, Third Judicial District, State of Alaska, and labeled on Schedule A-3 as "Development Rights Reserved"

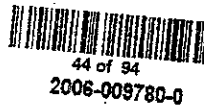
ENCUMBRANCES AFFECTING THE PROPERTY

SUBJECT TO the Blanket Easement granted to Matanuska Electric Association, Inc., by instrument recorded October 6, 1961, in Book 39, at Page 79, in the Palmer Recording District, Third Judicial District, State of Alaska;

FURTHER SUBJECT TO the rights of the public and/or governmental agencies in and to any portion of said premises lying within the right-of-way of Fairview Loop Road;

FURTHER SUBJECT TO the section line easements, as may be established by Federal and/or State Patent(s), which easements affect the North 33 feet and the East 33 feet;

FURTHER SUBJECT TO the rights of the State of Alaska, if any, to extend the right of way boundaries of Fairview Loop Road beyond its present perimeters by reason of Public Land Order 601 filed August 15, 1949, in the Federal Register amended by Public Land Order 757 and Department Order 2665 filed October 19, 1951, and amended by Public Land Order 1613 filed April 10, 1958 in the Federal Register;



FURTHER SUBJECT TO the unrecorded Oil and Gas Lease dated September 6, 1991, by and between National Spiritual Assembly of the Baha'is of the United States, as Lessor, and Charles A. Ledbetter, as Lessee, as disclosed by Memorandum thereof, recorded June 6, 1997, in Book 897, at Page 33, in the Palmer Recording District, Third Judicial District, State of Alaska;

FURTHER SUBJECT TO the assignment of 5/8ths of Lessor's interest, assigned to Bill Jones, by instrument recorded March 6, 1998, in Book 937, at Page 501, in the Palmer Recording District, Third Judicial District, State of Alaska;

FURTHER SUBJECT TO the assignment of 3/8th of Lessor's interest, assigned to O'Neal Coyne and Robert R. Coyne, by instrument recorded April 24, 1998, in Book 945, at Page 501, in the Palmer Recording District, Third Judicial District, State of Alaska;

FURTHER SUBJECT TO the easement granted to Matanuska Electric Association, Inc., by instrument recorded June 16, 1999, in Book 1018, at Page 323, in the Palmer Recording District, Third Judicial District, State of Alaska, which easement affects the South 15 feet of the North 48 feet of the N1/2 NE1/4 and a 10 foot by 15 foot Guy Easement as more fully set forth therein;

FURTHER SUBJECT TO the blanket easement granted to Matanuska Electric Association, Inc., by instrument recorded July 22, 2005, at Reception No. 2005-019178-0, in the Palmer Recording District, Third Judicial District, State of Alaska; and

FURTHER SUBJECT TO the blanket easement granted to Matanuska Electric Association, Inc., by instrument recorded September 29, 2005, at Reception No. 2005-027313-0, in the Palmer Recording District, Third Judicial District, State of Alaska



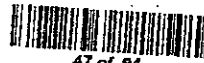
TABLE OF INTERESTS
(Declaration Schedule A-2)



SCHEDULE A-2

TABLE OF INTERESTS

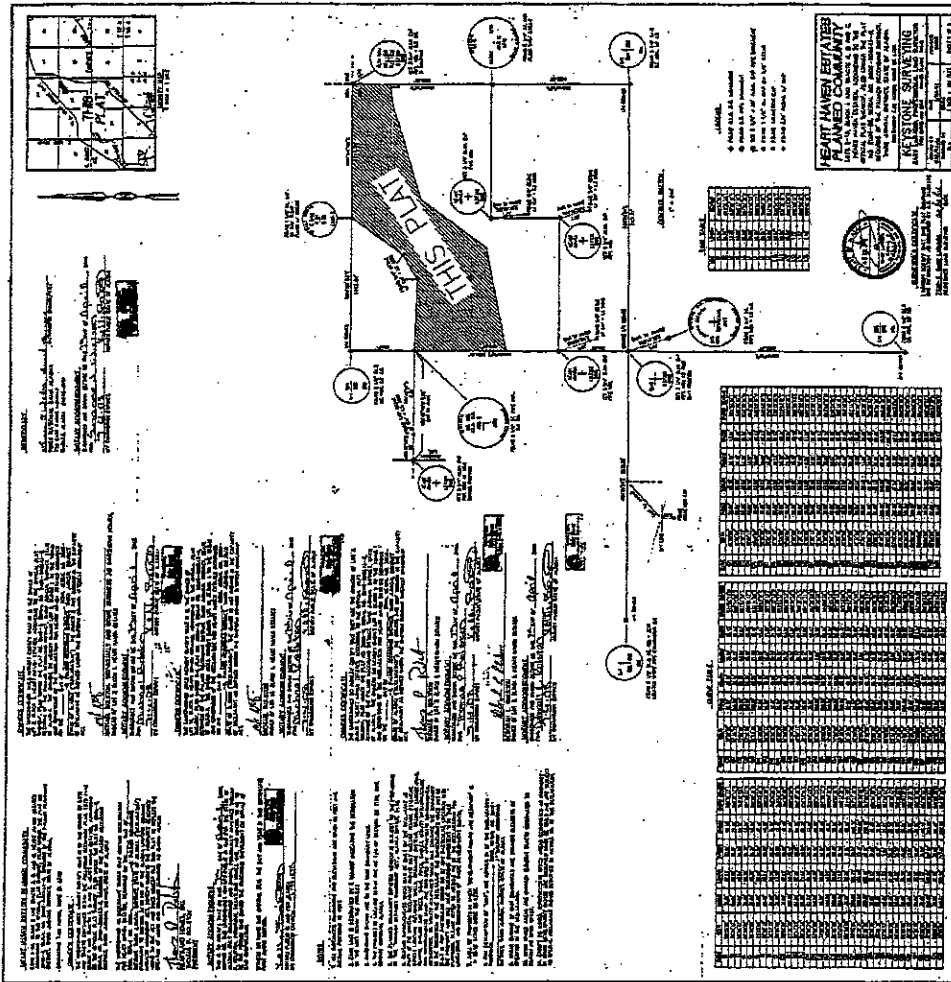
<u>Lot</u>	<u>Block</u>	<u>Allocated Interest</u>	<u>Votes in the Association</u>
1	1	5.555%	1
2	1	5.555%	1
3	1	5.555%	1
4	1	5.555%	1
5	1	5.555%	1
6	1	5.555%	1
7	1	5.555%	1
8	1	5.555%	1
9	1	5.555%	1
10	1	5.555%	1
11	1	5.555%	1
12	1	5.555%	1
13	1	5.555%	1
14	1	5.555%	1
15	1	5.555%	1
16	1	5.555%	1
17	1	5.555%	1
18	1	5.555%	1
TOTALS		100.00%	18



PLAT

(Declaration Schedule A-3)





HEART HAVEN ESTATES PLANNED COMMUNITY

LOTS 1-18, BLOCK 1 AND TRACTS A, B, AND C, HEART HAVEN ESTATES ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER THE PLAT NO. 2006-02843-D, RECORDS OF THE PALMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA;

CONTAINING 7.85 ACRES, MORE OR LESS

OWNER'S CERTIFICATE

THE UNDERSIGNED DOES HEREBY CERTIFY THAT IT IS THE OWNER OF LOTS AND TRACTS CONTAINED WITHIN THE FOLLOWING RECORDED PLAT: LOTS 1-18, BLOCK 1 AND TRACTS A, B AND C, HEART HAVEN ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER THE PLAT NO. 2006-02843-D, SERIAL NO. 2006-002843-D, RECORDS OF THE PALMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

THE UNDERSIGNED AS DECLARANT UNDER THAT CERTAIN DECLARATION FOR HEART HAVEN ESTATES, RECORDED ON THE _____ DAY OF _____, 2006, SERIAL NO. 2006-_____, PALMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA, ("DECLARATION") PURSUANT TO SECTION 34.09.100 OF THE ALASKA UNIFORM COMMON INTEREST OWNERSHIP ACT, HEREBY SUBMITS THE PROPERTY DESCRIBED ABOVE TO THE ACT AND DOES HEREBY FILE THIS PLAT TO REFLECT THE CREATION OF UNITS AND COMMON ELEMENTS AS SHOWN HEREIN.

Thomas P. Rolston
HEARTLAND HOMES, INC.
THOMAS P. ROLSTON
PRESIDENT

NOTARY ACKNOWLEDGMENT

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 2006, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED THOMAS P. ROLSTON, PRESIDENT, HEARTLAND HOMES, INC., AND KNOWN TO ME TO BE THE PERSON WHO SIGNED THE FOREGOING INSTRUMENT ON BEHALF OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Kathy Basso
NOTARY PUBLIC IN AND FOR ALASKA
MY COMMISSION EXPIRES: 7-4-08



NOTES

1. ALL DISTANCES, DIMENSIONS AND ELEVATIONS ARE GIVEN IN FEET AND DECIMAL PORTIONS OF FEET.
2. EACH UNIT IS DESIGNATED BY A NUMBER INDICATING THE DESIGNATION OF THE UNIT WITHIN THE PROJECT.
3. DIMENSIONS SHOWN ARE TO THE UNIT BOUNDARY LINES.
4. THE PROJECT IS LOCATED WITHIN THE NE 1/4 OF SECTION 25, T17N, R22W, SEWARD MERIDIAN, ALASKA.
5. THE PLANNED COMMUNITY DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE "COMMON INTEREST OWNERSHIP ACT", ALASKA STATUTE 34.09.
6. CERTAIN IMPROVEMENTS WHICH MAY BE BUILT BY THE DECLARANT AS PART OF ITS SPECIAL DECLARANT RIGHTS MAY INCLUDE ROADS, PAVEMENT, STREET LIGHTING, RETAINING WALLS, DRAINAGE SYSTEMS, GRADING, LANDSCAPING, PLANTS, SHRUBS AND TREES, SIGNS, PIPES, CABLES, UTILITY INFRASTRUCTURE AND IMPROVEMENTS WHICH ARE REQUIRED BY APPROPRIATE GOVERNMENTAL AUTHORITIES, OR UTILITY COMPANIES WHICH WILL ENHANCE THE COMMUNITY IN THE DISCRETION OF THE DECLARANT. THE IMPROVEMENTS NEED NOT BE BUILT IN ANY PARTICULAR ORDER OR AT ANY PARTICULAR LOCATION WITH THE PROPERTY AND WILL HAVE DIMENSIONS CONSISTENT WITH THEIR PURPOSES. PLEASE REFER TO ARTICLE VII OF THE DECLARATION FOR LIMITATIONS AND RESERVATIONS OF THESE DEVELOPMENT RIGHTS.
7. AREA OF PROPERTY IN WHICH "DEVELOPMENT RIGHTS ARE RESERVED" IS = 33.12 ACRES MORE OR LESS.
8. FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION RECORDED _____, 2006, SERIAL NO. 2006-_____, PALMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.
9. AREAS OUTSIDE OF UNIT BOUNDARIES ARE COMMON ELEMENTS AS

OWNERS CERTIFICATE

THE UNDERSIGNED DOES HEREBY LOT 2, BLOCK 1, HEART HAVEN ESTATES, THEREOF, FILED UNDER THE PL RECORDS OF THE PALMER REC OF ALASKA. THE OWNERS DO AND CONDITIONS OF THE DECL ON THE _____ DAY OF _____, 2006, PALMER STATE OF ALASKA ("DECLARATI OF DECLARANT AS DEFINED UN ACT.

Michael Rolston
MICHAEL ROLSTON, INDIVID OWNERS OF LOT 2, BLOCK 1, H

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN BEFORE FOR: *Michael Rolston*
7-4-08
MY COMMISSION EXPIRES

OWNERS CERTIFICATE

THE UNDERSIGNED DOES HEREBY LOT 18, BLOCK 1, HEART HAVEN ESTATES, THEREOF, FILED UNDER THE PL RECORDS OF THE PALMER REC OF ALASKA. THE OWNER DOES AND CONDITIONS OF THE DECL ON THE _____ DAY OF _____, 2006, PALMER STATE OF ALASKA ("DECLARATI OF DECLARANT AS DEFINED UN ACT.

Michael Rolston
MICHAEL ROLSTON
OWNER OF LOT 18, BLOCK 1, H

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN BEFORE FOR: *Michael Rolston*
7-4-08
MY COMMISSION EXPIRES

OWNERS CERTIFICATE

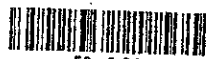
THE UNDERSIGNED DO HEREBY CE BLOCK 1, HEART HAVEN ESTATES, THEREOF, FILED UNDER THE PLAT RECORDS OF THE PALMER RECORDS OF ALASKA. THE OWNERS DO HE AND CONDITIONS OF THE DECLAR ON THE _____ DAY OF _____, 2006, PALMER R STATE OF ALASKA ("DECLARATION OF DECLARANT AS DEFINED UNDE ACT.

Thomas P. Rolston
THOMAS P. ROLSTON
OWNER OF LOT 3, BLOCK 1, HEA

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN BEFORE FOR: *Thomas P. Rolston*
7-4-08
MY COMMISSION EXPIRES

Deborah L. Rolston
DEBORAH L. ROLSTON
OWNER OF LOT 2, BLOCK 1, HEA



DATE

WE HEREBY CERTIFY THAT IT IS THE OWNER OF HEART HAVEN ESTATES, ACCORDING TO THE OFFICIAL PLAT NO. 2006-9, SERIAL NO. 2006-002843-0, PALMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA. WE DO HEREBY SUBMIT LOT 2, BLOCK 1 TO THE TERMS OF THE DECLARATION FOR HEART HAVEN ESTATES RECORDED OF PALMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT (DECLARATION). THE OWNER IS NOT SIGNING IN THE CAPACITY DEFINED UNDER THE UNIFORM COMMON INTEREST OWNERSHIP

BENEFICIARY

Susan J. Weston, Branch 711
FIRST NATIONAL BANK ALASKA
775 EAST PARKS HIGHWAY
WASILLA, ALASKA 99654-8191

NOTARY ACKNOWLEDGMENT

SUBSCRIBED AND SWORN BEFORE ME THIS 14th DAY OF April 2006
FOR: Susan J. Weston
7.4.08
MY COMMISSION EXPIRES _____ NOTARY

INDIVIDUALLY AND DOING BUSINESS AS NORTHERN HOMES,
BLOCK 1, HEART HAVEN ESTATES

ACKNOWLEDGMENT

WITNESSED BEFORE ME THIS 14th DAY OF April 2006

[Signature]
NOTARY PUBLIC STATE OF ALASKA



DATE

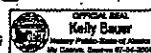
WE HEREBY CERTIFY THAT IT IS THE OWNER OF HEART HAVEN ESTATES, ACCORDING TO THE OFFICIAL PLAT NO. 2006-9, SERIAL NO. 2006-002843-0, PALMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA. WE DO HEREBY SUBMIT LOT 1B, BLOCK 1 TO THE TERMS OF THE DECLARATION FOR HEART HAVEN ESTATES RECORDED OF PALMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT (DECLARATION). THE OWNER IS NOT SIGNING IN THE CAPACITY DEFINED UNDER THE UNIFORM COMMON INTEREST OWNERSHIP

LOT 1, HEART HAVEN ESTATES

ACKNOWLEDGMENT

WITNESSED BEFORE ME THIS 14th DAY OF April 2006

[Signature]
NOTARY PUBLIC STATE OF ALASKA



DATE

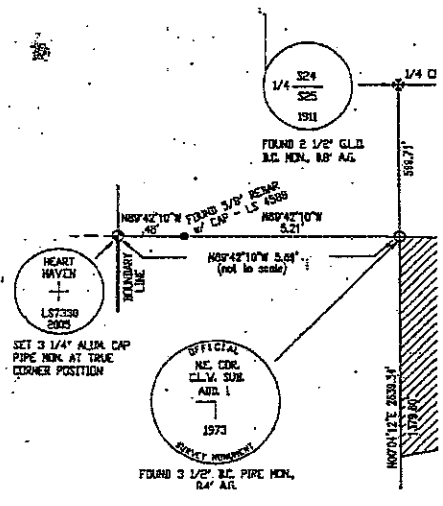
WE HEREBY CERTIFY THAT THEY ARE THE OWNERS OF LOT 3, HEART HAVEN ESTATES, ACCORDING TO THE OFFICIAL PLAT NO. 2006-9, SERIAL NO. 2006-002843-0, PALMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA. WE DO HEREBY SUBMIT LOT 3, BLOCK 1 TO THE TERMS OF THE DECLARATION FOR HEART HAVEN ESTATES RECORDED OF PALMER RECORDING DISTRICT, THIRD JUDICIAL DISTRICT (DECLARATION). THE OWNERS ARE NOT SIGNING IN THE CAPACITY DEFINED UNDER THE UNIFORM COMMON INTEREST OWNERSHIP

LOT 3, HEART HAVEN ESTATES

ACKNOWLEDGMENT

WITNESSED BEFORE ME THIS 14th DAY OF April 2006

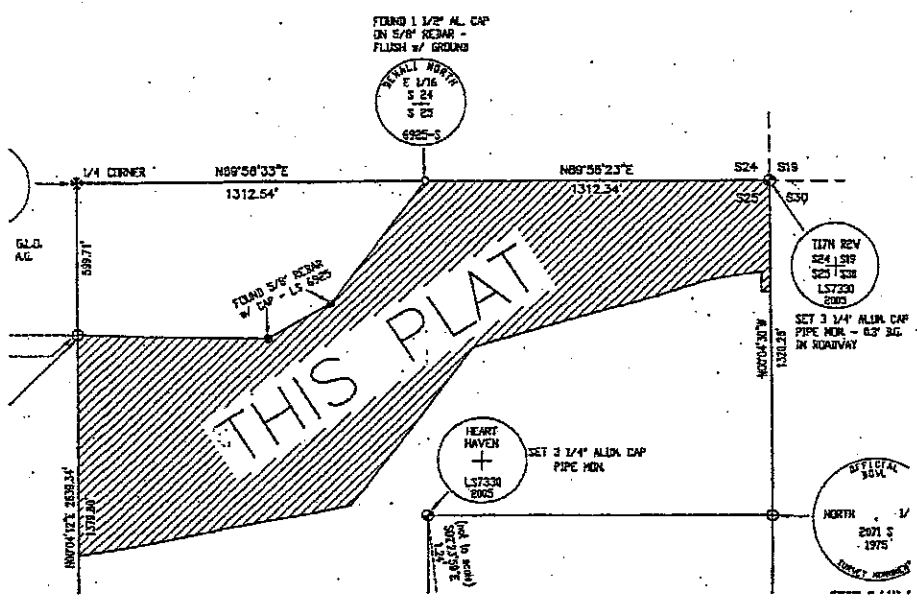
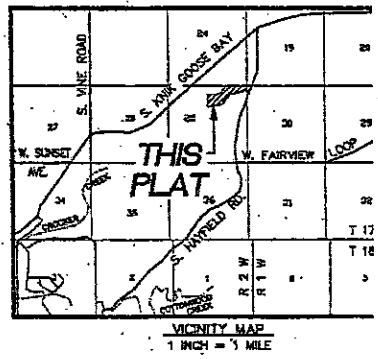
[Signature]
NOTARY PUBLIC STATE OF ALASKA



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2006-009780-0

Grant Manager
KA
AUTHORIZED SIGNER/TITLE

I ME THIS 10th DAY OF April 2006
Walter
Kelly Bauer
NOTARY PUBLIC STATE OF ALASKA

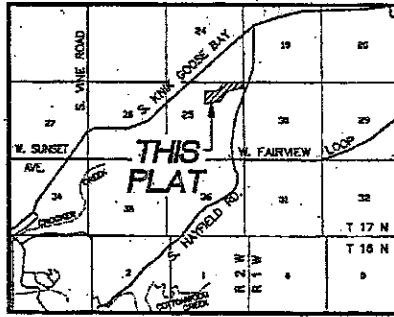


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2006-009780-0

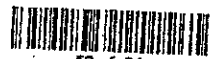
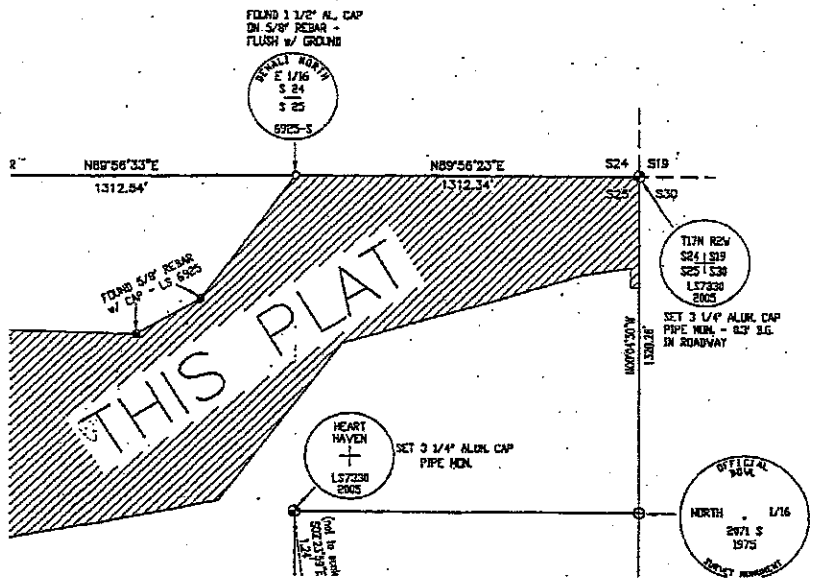
DATE
SIGNED SIGNER/TITLE

OF April 2005

JOB NO. STATE OF ALASKA



VICINITY MAP
1 INCH = 1 MILE



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2006-009780-0

ALL OTHER DEVELOPMENT RIGHTS ARE RESERVED IN
 - 33.12 ACRES MORE OR LESS.

8. FOR DESCRIPTION OF "UNIT", SEE ARTICLE IV OF THE DECLARATION
 RECORDED 2006, SERIAL NO. 2006-

137 ALPHEE RECORDING
 DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA.

9. AREAS OUTSIDE OF UNIT BOUNDARIES ARE COMMON ELEMENTS AS
 SPECIFIED IN THE DECLARATION.

10. OPEN SPACE AREAS ARE COMMON ELEMENT TRACTS DESIGNATED TO
 REMAIN AS OPEN SPACE.

11. EXCEPT AS NOTED, IMPROVEMENTS WITHIN AREAS DESIGNATED AS PROPERTY
 IN WHICH DEVELOPMENT RIGHTS ARE RESERVED MUST BE BUILT AND ARE SUBJECT
 TO SPECIAL DECLARANT RIGHTS RESERVED IN ARTICLE VII OF THE DECLARATION.

MY COMMISSION EXPIRES

Deborah L. Rolston
 DEBORAH L. ROLSTON
 OWNER OF LOT 3, BLOCK 1, HEA

NOTARY ACKNOWLEDGMENT
 SUBSCRIBED AND SWORN BEFORE

FOR *Deborah L. Rolston*
 7-4-06

MY COMMISSION EXPIRES

1/4
 326
 191

FOUND 2 1/2" GL
 LOCATED WHERE ?

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	90°00'00"	30.00'	47.12'	30.00'	42.43'	N44°56'21"E
C2	36°54'12"	50.00'	32.18'	18.87'	31.82'	N18°28'47"W
C3	52°52'12"	30.00'	46.14'	24.88'	44.82'	S10°29'43"E
C4	52°00'00"	50.00'	45.38'	24.38'	43.84'	S41°36'27"W
C5	52°00'00"	30.00'	45.38'	24.38'	43.84'	N89°03'37"W
C6	44°00'00"	50.00'	38.40'	20.20'	37.46'	N50°00'37"W
C7	52°52'12"	50.00'	46.14'	24.88'	44.82'	N10°22'29"E
C8	36°54'12"	50.00'	32.18'	18.87'	31.82'	S18°22'29"W
C9	90°00'00"	30.00'	47.12'	30.00'	42.43'	S49°03'37"E
C10	90°00'00"	30.00'	47.12'	30.00'	42.43'	N44°56'21"E
C11	11°39'30"	200.00'	44.76'	22.48'	44.88'	N85°03'22"W
C12	68°41'03"	50.00'	57.38'	32.27'	54.23'	N44°33'38"W
C13	85°27'33"	50.00'	74.48'	48.08'	87.78'	S34°43'54"E
C14	52°00'00"	50.00'	45.38'	24.38'	43.84'	S33°56'23"E
C15	52°00'00"	50.00'	45.38'	24.38'	43.84'	S35°56'23"W
C16	33°00'00"	50.00'	28.80'	14.81'	28.40'	S51°33'37"E
C17	10°00'00"	280.00'	48.87'	24.50'	48.81'	N30°03'37"E
C18	12°00'00"	280.00'	58.84'	29.43'	58.54'	N19°03'37"E
C19	13°00'00"	280.00'	83.87'	31.80'	83.39'	N8°33'37"E
C20	101°56'28"	30.00'	53.38'	37.01'	48.61'	S91°01'50"E
C21	35°00'00"	250.00'	152.72'	78.82'	150.38'	N17°33'37"E
C22	19°00'34"	320.00'	108.45'	53.72'	106.88'	N88°28'10"E
C23	24°00'00"	300.00'	122.87'	62.20'	122.12'	N47°56'23"E
C24	39°00'00"	30.00'	42.12'	30.00'	42.43'	N66°03'37"E
C25	36°54'12"	50.00'	32.18'	18.87'	31.82'	N17°28'43"E
C26	12°52'12"	50.00'	11.23'	8.84'	11.21'	S83°28'43"E
C27	70°00'00"	50.00'	81.98'	38.01'	87.38'	S40°03'37"E
C28	56°00'00"	50.00'	48.87'	28.59'	48.85'	S30°56'23"W
C29	84°00'00"	50.00'	73.30'	45.02'	85.81'	N81°03'37"W
C30	36°54'12"	50.00'	28.84'	13.81'	28.81'	N31°37'11"W
C31	36°54'12"	50.00'	32.18'	18.87'	31.82'	S34°37'31"E
C32	90°00'00"	30.00'	47.12'	30.00'	42.43'	N81°56'23"E
C33	37°00'00"	300.00'	205.88'	107.07'	203.98'	N18°28'23"E
C34	90°00'00"	30.00'	47.12'	30.00'	42.43'	N49°03'37"E
C35	36°54'12"	349.21'	225.85'	117.97'	222.08'	N18°28'18"E
C36	80°00'00"	30.00'	47.12'	30.00'	42.43'	N44°56'21"E
C37	04°28'24"	380.00'	30.44'	18.22'	30.44'	S10°29'43"E
C38	13°00'00"	380.00'	36.22'	18.22'	36.22'	S10°29'43"E
C39	13°00'00"	380.00'	36.22'	18.22'	36.22'	S10°29'43"E
C40	02°24'28"	380.00'	42.81'	18.22'	42.81'	S10°29'43"E
C41	89°00'00"	30.00'	47.12'	30.00'	42.43'	S10°29'43"E
C42	36°54'12"	50.00'	32.18'	18.87'	31.82'	S18°22'29"W
C43	48°52'12"	50.00'	42.85'	18.22'	42.85'	S18°22'29"W
C44	52°00'00"	50.00'	45.38'	24.38'	43.84'	S18°22'29"W
C45	52°00'00"	50.00'	45.38'	24.38'	43.84'	S18°22'29"W
C46	52°00'00"	50.00'	45.38'	24.38'	43.84'	S18°22'29"W
C47	48°52'11"	50.00'	42.85'	18.22'	42.85'	S18°22'29"W
C48	36°54'12"	50.00'	32.18'	18.87'	31.82'	S18°22'29"W
C49	90°00'00"	30.00'	47.12'	30.00'	42.43'	S18°22'29"W
C50	02°00'00"	380.00'	13.28'	18.22'	13.28'	S18°22'29"W
C51	16°00'00"	380.00'	66.32'	18.22'	66.32'	S18°22'29"W
C52	19°00'00"	380.00'	89.48'	18.22'	89.48'	S18°22'29"W
C53	14°00'00"	380.00'	92.85'	18.22'	92.85'	S18°22'29"W
C54	03°35'06"	380.00'	23.78'	18.22'	23.78'	S18°22'29"W
C55	81°38'08"	30.00'	42.72'	18.22'	42.72'	S18°22'29"W
C56	41°48'07"	50.00'	38.48'	18.22'	38.48'	S18°22'29"W
C57	18°48'07"	50.00'	18.41'	18.22'	18.41'	S18°22'29"W
C58	52°00'00"	50.00'	45.38'	24.38'	43.84'	S18°22'29"W
C59	52°00'00"	50.00'	45.38'	24.38'	43.84'	S18°22'29"W
C60	54°00'00"	50.00'	47.12'	30.00'	42.43'	S18°22'29"W
C61	56°00'00"	50.00'	48.00'	30.00'	48.00'	S18°22'29"W
C62	21°17'28"	50.00'	18.56'	18.22'	18.56'	S18°22'29"W
C63	31°17'28"	50.00'	27.31'	18.22'	27.31'	S18°22'29"W
C64	11°58'28"	250.00'	32.33'	18.22'	32.33'	S18°22'29"W
C65	90°00'00"	30.00'	47.12'	30.00'	42.43'	S18°22'29"W
C66	83°00'00"	350.00'	323.78'	18.22'	323.78'	S18°22'29"W
C67	90°00'00"	30.00'	47.12'	30.00'	42.43'	S18°22'29"W
C68	36°54'12"	50.00'	32.18'	18.87'	31.82'	S18°22'29"W
C69	52°52'12"	50.00'	46.14'	24.88'	44.82'	S18°22'29"W
C70	52°00'00"	50.00'	45.38'	24.38'	43.84'	S18°22'29"W



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 2006-009780-0

NOTARY PUBLIC STATE OF ALASKA

C. Redden



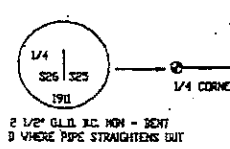
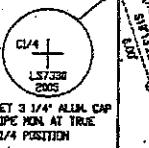
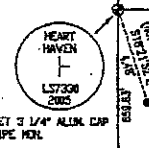
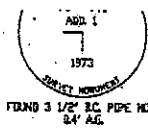
1, HEART HAVEN ESTATES

WARRANT

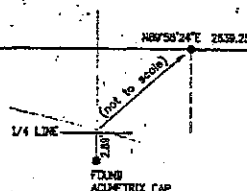
BEFORE ME THIS 7th DAY OF April 2008

Kalston

NOTARY PUBLIC STATE OF ALASKA



2 1/2" OLD. I.C. HOLE - SET 3 WHERE PIPE STRAIGHTENS OUT

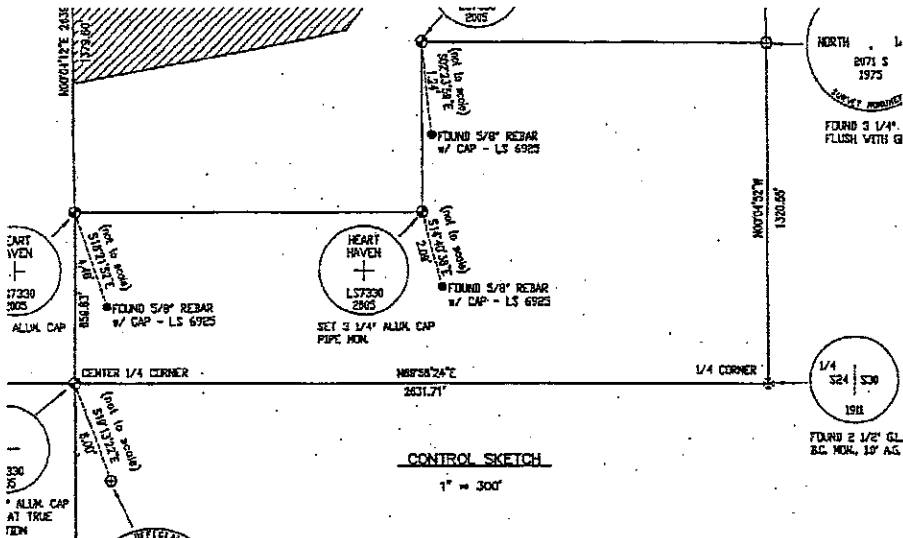


TABLE

LENGTH	TANGENT	CHORD	CHORD BEARING
0.12	30.00	42.43	S44°56'23"W
0.14	15.23	30.43	N02°14'08"E
0.22	43.30	86.03	N11°01'47"E
0.23	43.30	86.03	N11°01'47"E
0.24	23.28	42.49	N34°44'16"E
0.25	30.00	42.43	S08°03'37"E
0.26	18.87	31.62	S77°28'43"E
0.28	22.72	41.37	N52°24'17"W
0.29	24.39	43.84	N15°00'37"W
0.30	24.39	43.84	N15°00'37"W
0.31	24.39	43.84	N15°00'37"E
0.32	22.72	41.37	S40°37'31"E
0.34	16.67	31.62	N34°37'31"W
0.36	30.00	42.43	S81°56'23"W
0.38	6.63	13.26	N47°56'23"E
0.40	33.25	66.24	N47°56'23"E
0.41	50.00	99.20	N15°28'23"E
0.42	48.88	92.62	N70°56'23"E
0.43	11.89	23.77	N79°43'36"E
0.44	25.86	39.20	S40°43'36"W
0.45	19.09	35.88	S20°57'46"E
0.46	8.26	16.33	N32°27'46"W
0.48	24.39	43.84	N02°58'23"E
0.49	24.39	43.84	N02°58'23"E
0.50	25.48	45.46	S70°03'37"E
0.51	26.03	46.17	S17°33'37"E
0.52	9.40	18.47	S20°28'06"W
0.53	14.00	28.97	N16°38'06"E
0.54	26.26	52.27	S08°00'20"E
0.55	30.00	42.43	N45°00'37"W
0.56	174.50	312.34	N53°29'23"E
0.57	30.00	42.43	S47°56'23"E
0.58	18.87	31.62	S18°28'43"E
0.59	24.39	44.52	N10°29'43"W
0.60	24.39	43.84	N47°56'23"E

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C71	52°00'00"	50.00	45.38	24.39	43.84	S86°03'37"E
C72	44°30'00"	50.00	38.40	20.20	37.16	S20°03'37"E
C73	52°34'12"	50.00	46.14	24.86	44.32	S10°22'28"W
C74	36°32'12"	50.00	32.18	16.67	31.62	N18°22'28"E
C75	80°00'00"	30.00	47.12	30.00	42.43	N45°00'37"W
C76	90°00'00"	30.00	47.12	30.00	42.43	N45°00'37"W
C77	36°32'12"	50.00	32.18	16.67	31.62	N18°22'28"E
C78	22°52'12"	50.00	18.96	10.11	19.83	S25°22'28"W
C79	32°00'00"	50.00	45.38	24.39	43.84	S17°03'37"E
C80	52°00'00"	50.00	45.38	24.39	43.84	S84°03'37"E
C81	52°00'00"	50.00	45.38	24.39	43.84	S84°03'37"E
C82	57°34'12"	50.00	47.12	25.48	43.90	N62°06'23"E
C83	15°00'00"	50.00	50.00	27.64	46.38	N07°00'17"E
C84	36°32'12"	50.00	32.18	16.67	31.62	N47°56'23"W
C85	90°00'00"	30.00	47.12	30.00	42.43	S45°00'37"W
C86	90°00'00"	30.00	47.12	30.00	42.43	S45°00'37"W
C87	36°32'12"	50.00	32.18	16.67	31.62	N18°22'28"E
C88	74°04'40"	50.00	64.67	37.75	60.78	S20°14'03"E
C89	54°00'00"	50.00	43.12	25.48	45.40	S84°18'05"E
C90	54°00'00"	50.00	43.12	25.48	45.40	N14°18'55"E
C91	71°37'44"	50.00	62.51	36.08	58.52	N01°08'57"W
C92	36°32'12"	50.00	32.18	16.67	31.62	S18°22'28"E
C93	90°00'00"	30.00	47.12	30.00	42.43	S45°00'37"W
C94	80°05'14"	30.00	47.13	30.01	42.43	N45°00'04"W
C95	22°10'34"	30.00	123.65	62.71	123.06	N16°31'32"E
C96	30°01'38"	30.00	183.43	93.87	181.33	N14°56'15"E
C97	07°04'28"	380.00	47.14	23.80	47.11	N28°20'54"E
C98	09°56'20"	380.00	50.51	27.60	50.44	S24°08'56"W
C99	09°56'20"	380.00	50.71	28.43	50.64	S24°08'58"W
C100	09°56'20"	380.00	53.92	33.04	55.83	S24°08'58"W
C101	90°00'00"	30.00	47.12	30.00	42.43	S45°00'37"E
C102	90°00'10"	50.00	78.59	50.85	70.74	N85°02'44"E
C103	89°28'50"	50.00	78.49	49.35	70.68	N47°57'47"W
C104	90°00'00"	30.00	47.12	30.00	42.43	S85°00'48"W

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2006-009780-0



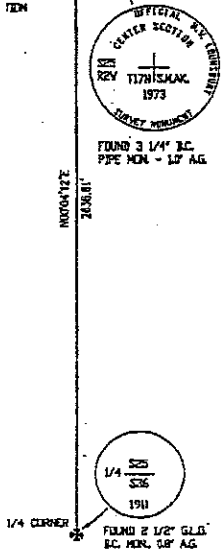
CONTROL SKETCH
1" = 300'

LINE TABLE

LINE	LENGTH	BEARING
L1	21.21'	N45°03'37\"W
L2	21.21'	N44°56'23\"E
L3	12.35'	N36°00'16\"W
L4	19.55'	N49°17'31\"E
L5	35.00'	N64°03'37\"W
L6	20.00'	N54°58'23\"E
L7	12.39'	N69°56'23\"E
L8	21.21'	S45°03'37\"E
L9	14.45'	S17°01'34\"W
L10	18.14'	N36°34'10\"E
L11	18.24'	N36°34'07\"W
L12	15.00'	N00°03'17\"W
L13	1.72'	S89°59'13\"E
L14	1.67'	S89°59'12\"E
L15	5.85'	S89°42'10\"E

LEGEND

- ⊕ FOUND G.L.O. B.C. MONUMENT
- ⊙ FOUND B.C. PIPE MONUMENT
- ⊙ SET 3 1/4\" x 30\" ALUM. CAP PIPE MONUMENT
- FOUND 1 1/2\" AL. CAP ON 5/8\" REBAR
- FOUND ACUMETRIX CAP
- FOUND 5/8\" REBAR w/ CAP



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT CONTAINS THE INFORMATION AS REQUIRED BY A.S. 34.08.170
 7330-S GARY LORUSSO *as/06/06*
 REGISTERED LAND SURVEYOR DATE

HEART HAVEN ESTATE
 PLANNED COMMUNITY

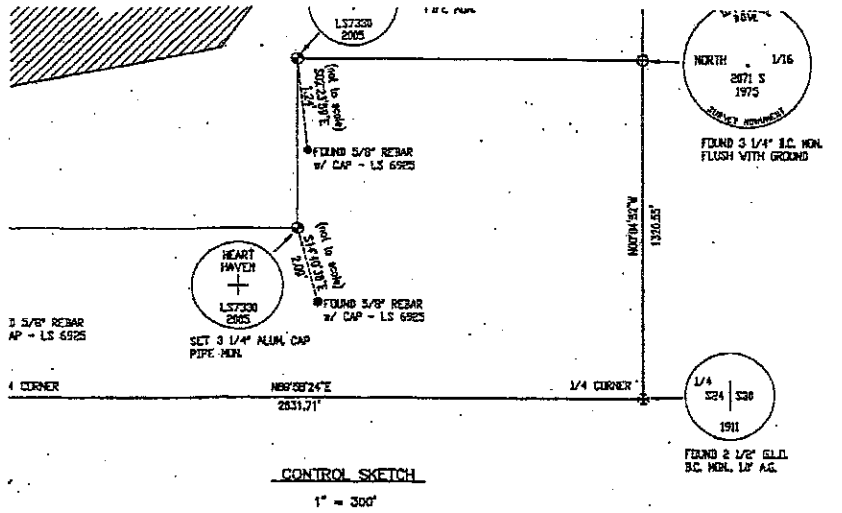
LOTS 1-18, BLOCK 1 AND TRACTS A, B AND HEART HAVEN ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER THE PI NO. 2006-09, SERIAL NO. 2006-002643-C RECORDS OF THE PALMER RECORDING DISTRICT THIRD JUDICIAL DISTRICT, STATE OF ALASKA CONTAINING 7.85 ACRES, MORE OR LESS

KEYSTONE SURVEYING
 GARY LORUSSO, PROFESSIONAL LAND SURVEYOR
 POST OFFICE BOX 2215 PALMER ALASKA 99645

DRAWN BY KAD/K.Ljme	DATE 3/28/06	PROJECT 05008
CHECKED BY G.L	SCALE 1 INCH = 300 FEET	SHEET 1 OF 1



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 2006-009780-0



OFFICIAL RECORD
SECTION 1
7/15/2006
1973
7 MONUMENT
3 1/4" B.C.
N. - 17' AG

LINE TABLE

LINE	LENGTH	BEARING
L1	21.21'	N45D53.7'W
L2	21.21'	N45D53.7'W
L3	12.35'	N35D00'16"W
L4	18.88'	N45D13'11"E
L5	25.00'	N45D33'37"E
L6	20.00'	N54D58'23"E
L7	17.38'	N82D56'23"E
L8	21.21'	S45D03'37"E
L9	14.34'	S77D13'22"W
L10	18.14'	N38D34'18"E
L11	18.24'	N38D34'43"W
L12	15.00'	N00D13'37"W
L13	1.72'	S89D59'13"E
L14	1.87'	S89D59'12"E
L15	8.99'	S89D42'10"E

- LEGEND**
- ⊗ FOUND G.L.D. B.C. MONUMENT
 - ⊙ FOUND B.C. PIPE MONUMENT
 - ⊚ SET 3 1/4" x 30" ALUM. CAP PIPE MONUMENT
 - FOUND 1 1/2" AL CAP ON 5/8" REBAR
 - FOUND ALUMETRIX CAP
 - FOUND 5/8" REBAR w/ CAP

25
36
11
2 1/2" G.L.D.
N. 0.8' AG

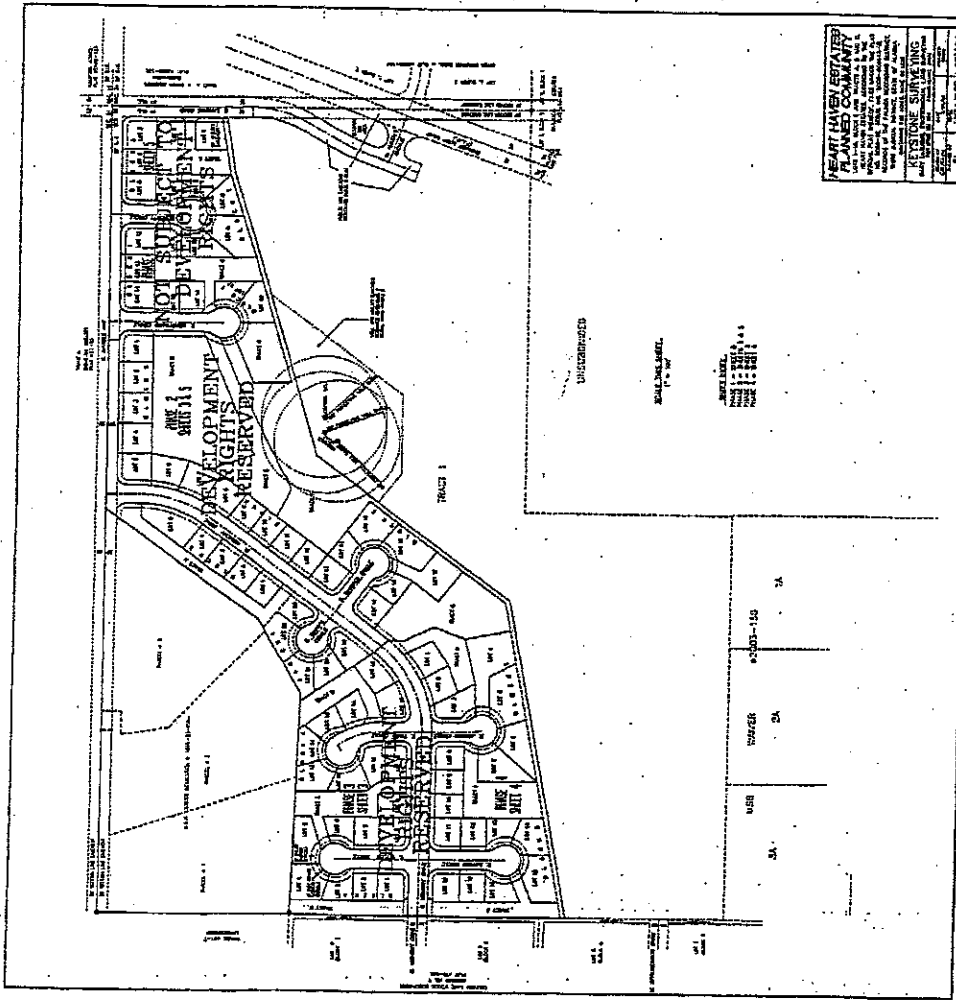


SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS PLAT CONTAINS THE INFORMATION AS REQUIRED BY A.S. 34.06.170
7330-S GARY LoRUSSO 08/06/06
REGISTERED LAND SURVEYOR DATE

**HEART HAVEN ESTATES
PLANNED COMMUNITY**
LOTS 1-18, BLOCK 1 AND TRACTS A, B AND C,
HEART HAVEN ESTATES, ACCORDING TO THE
OFFICIAL PLAT THEREOF, FILED UNDER THE PLAT
NO. 2006-09, SERIAL NO. 2006-002643-0,
RECORDS OF THE PALMER RECORDING DISTRICT,
THIRD JUDICIAL DISTRICT, STATE OF ALASKA
CONTAINING 7.65 ACRES, MORE OR LESS

KEYSTONE SURVEYING
GARY LoRUSSO, PROFESSIONAL LAND SURVEYOR
POST OFFICE BOX 2216 PALMER ALASKA 99645

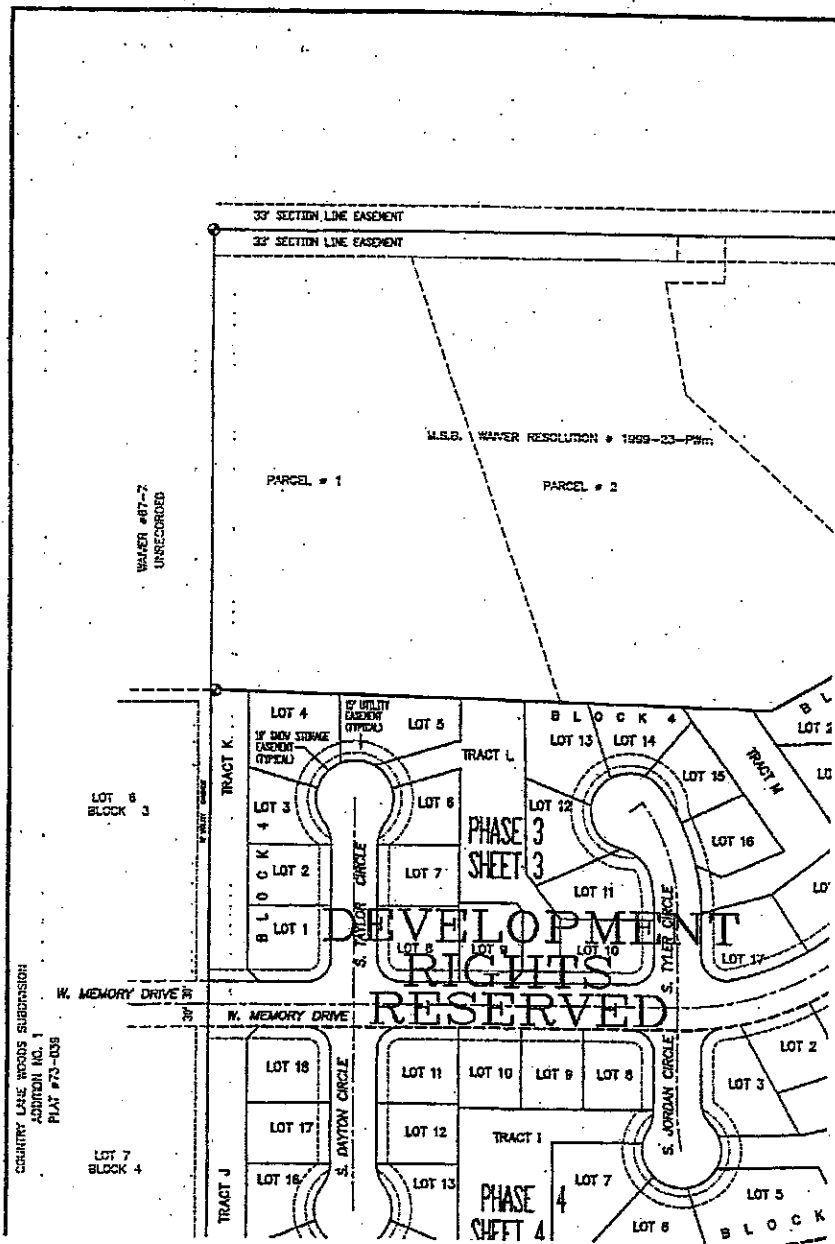
DRAWN BY KAD/KLL/ys	DATE 3/28/06	PROJECT 05008
CHECKED BY GLS	SCALE 1 INCH = 300 FEET	SHEET 1 OF 5



**NEART HAVEN RETAIRED
PLANNED COMMUNITY**
 PREPARED BY
 J. STONE SURVEYING
 1000 W. 10th St., Suite 100
 Oklahoma City, Oklahoma 73106
 PHONE: (405) 241-1111
 FAX: (405) 241-1112
 PROJECT NO. 2006-009780-0
 SHEET NO. 58 OF 94



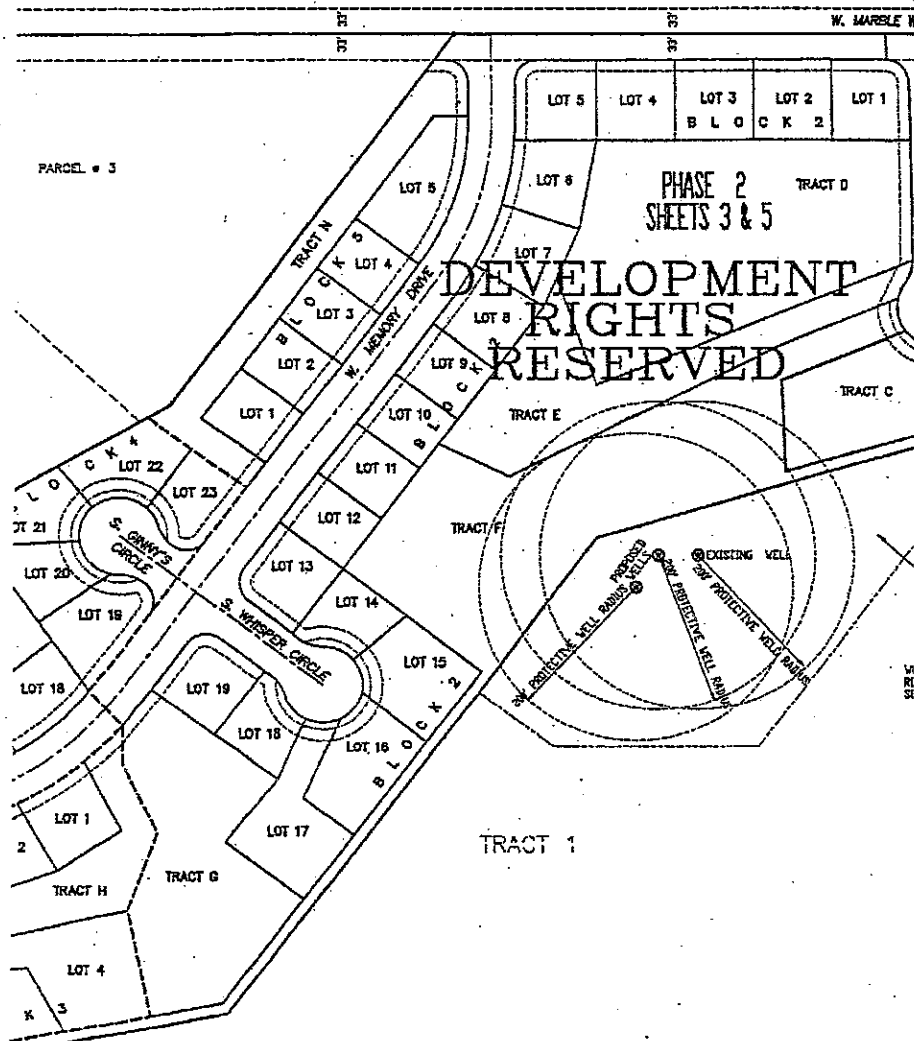
58 of 94
 2006-009780-0



59 of 94
2006-009780-0

TRACT A
DOHOVAN ESTATES
PLAT #77-80

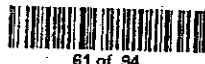
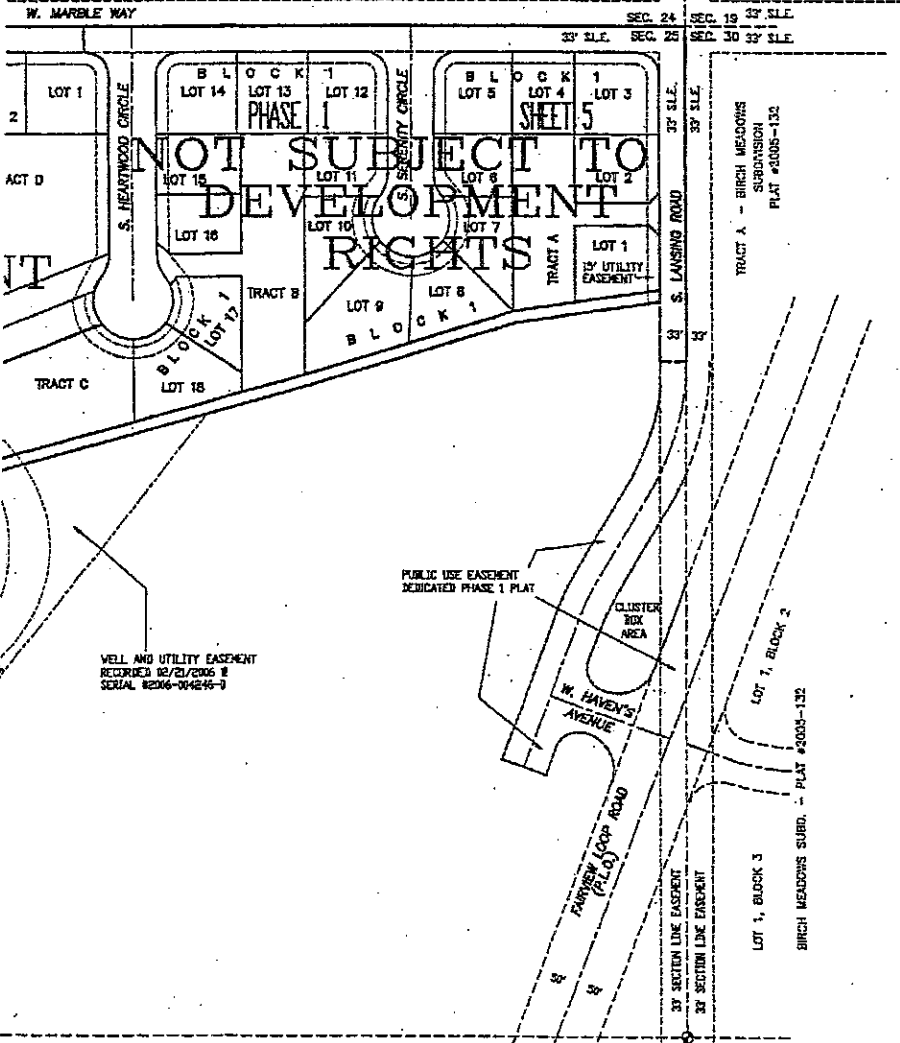
W. MARBLE H



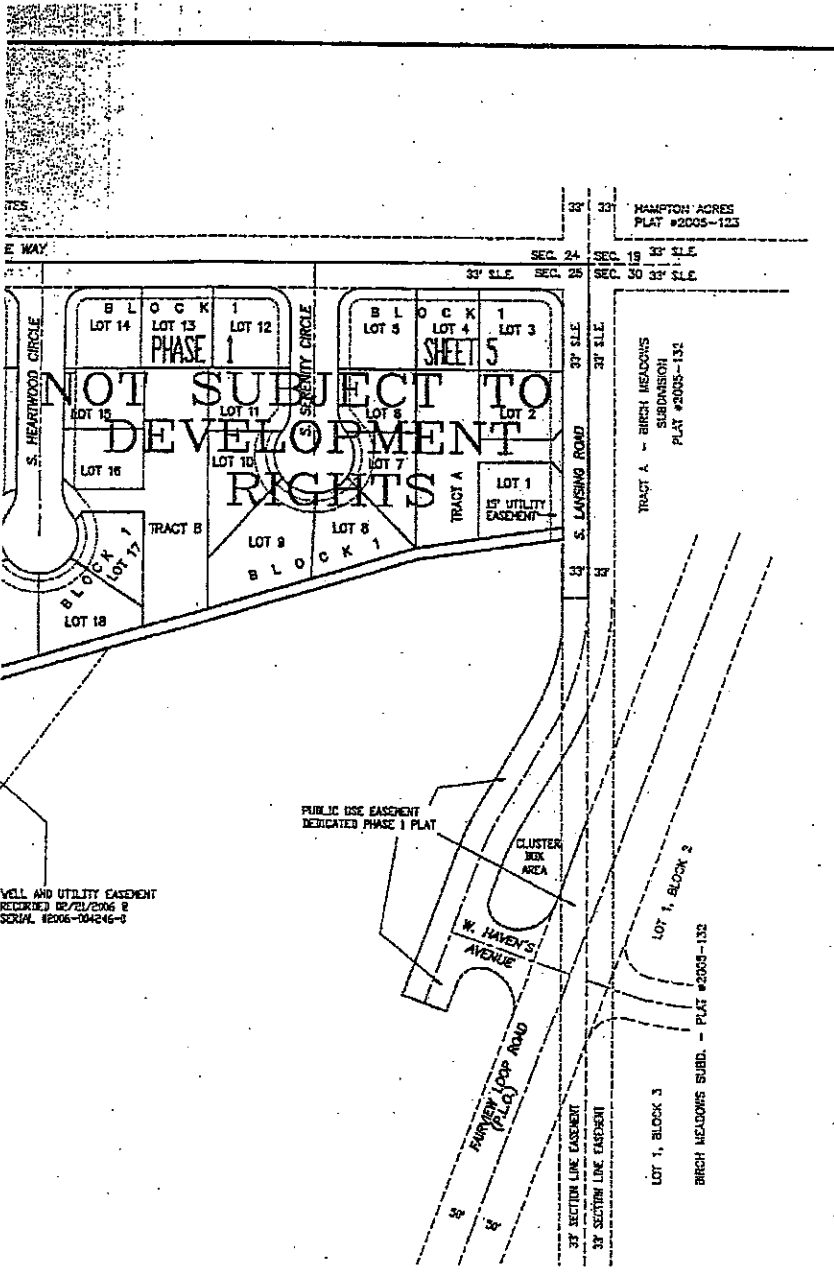
80 of 94
2006-009780-0

TRACT A
KNOXAN ESTATES
PLAT #77-80

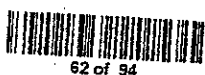
TRACT A - BIRCH MEADOWS
SUBDIVISION
PLAT #2005-123



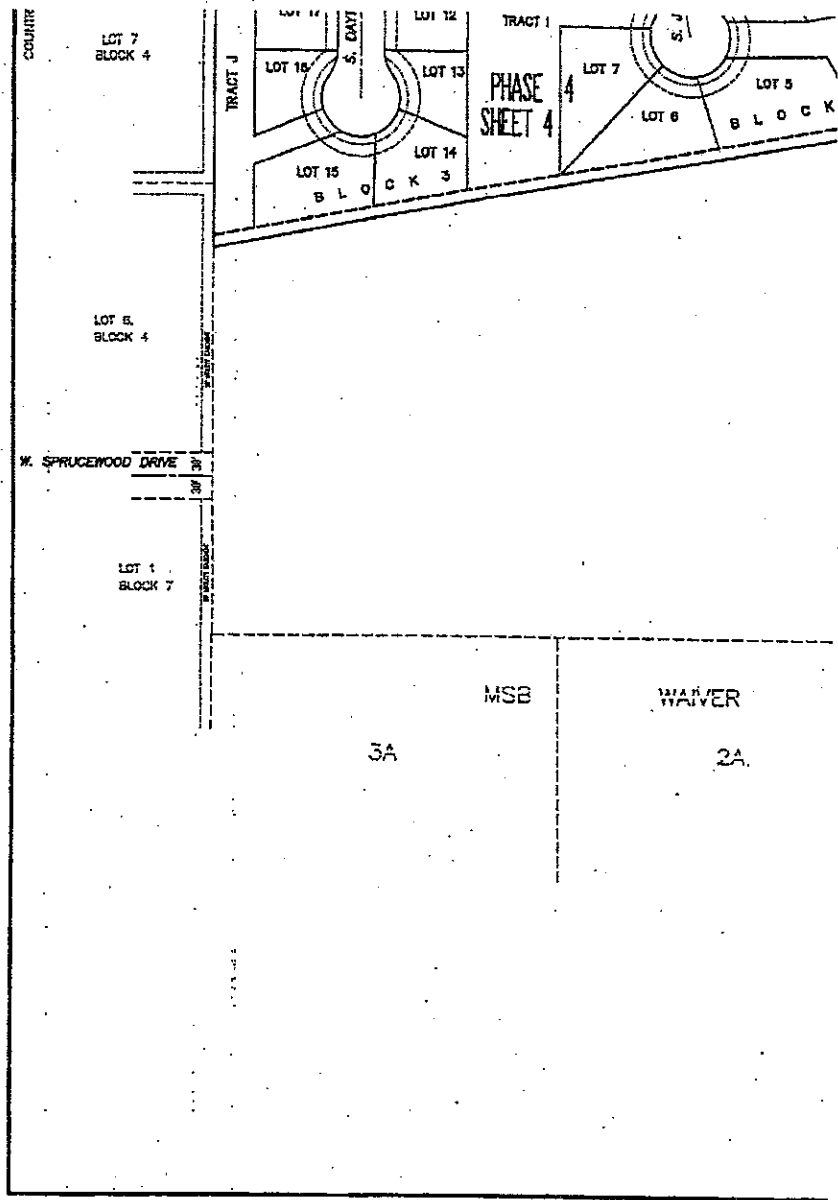
61 of 94
2006-009780-0



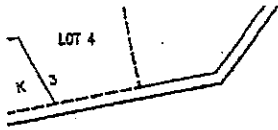
WELL AND UTILITY EASEMENT
RECORDED 02/21/2006 @
SCRH. #2006-004246-0



62 of 94
2006-009780-0



83 of 94
 2006-009780-0



UNSUBDIV

SCALE THIS SHEET
1" = 100'

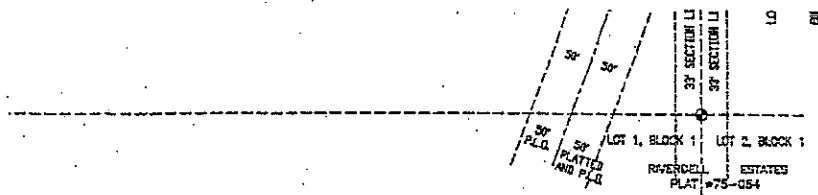
SHEET INDEX
PHASE 1 = SHEET 5
PHASE 2 = SHEETS 3
PHASE 3 = SHEET 3
PHASE 4 = SHEET 4

#2003-150

1A



64 of 94
2006-009780-0



UNSUBDIVIDED

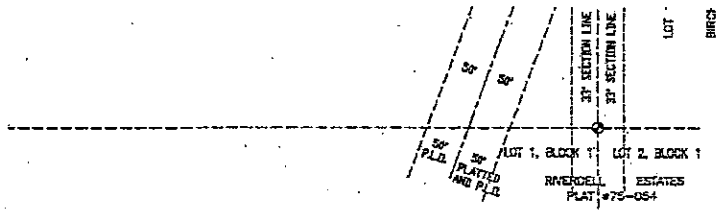
THIS SHEET
 1" = 100'

- INDEX
- 1 = SHEET 5
 - 2 = SHEETS 3 & 5
 - 3 = SHEET 3
 - 4 = SHEET 4

HEART HAVEN ESTATE PLANNED COMMUNITY		
LOTS 1-18, BLOCK 1 AND TRACTS A, B AND C HEART HAVEN ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED UNDER THE PLA NO. 2006-09, SERIAL NO. 2006-002843-G, RECORDS OF THE PALMER RECORDING DISTRICT THIRD JUDICIAL DISTRICT, STATE OF ALASKA CONTAINING 7.85 ACRES, MORE OR LESS		
KEYSTONE SURVEYING GARY LoRUSSO, PROFESSIONAL LAND SURVEYOR <small>POST OFFICE BOX 2216 PALMER ALASKA 99643</small>		
DRAWN BY <small>ICAD/CLYne</small>	DATE 3/25/06	PROJECT 05008
CHECKED BY <small>CL</small>	SCALE 1 INCH = 100 FEET	SHEET 2 OF



65 of 84
 2006-009780-0



ADDED

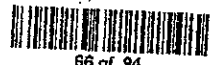
3 & 5

**HEART HAVEN ESTATES
PLANNED COMMUNITY**

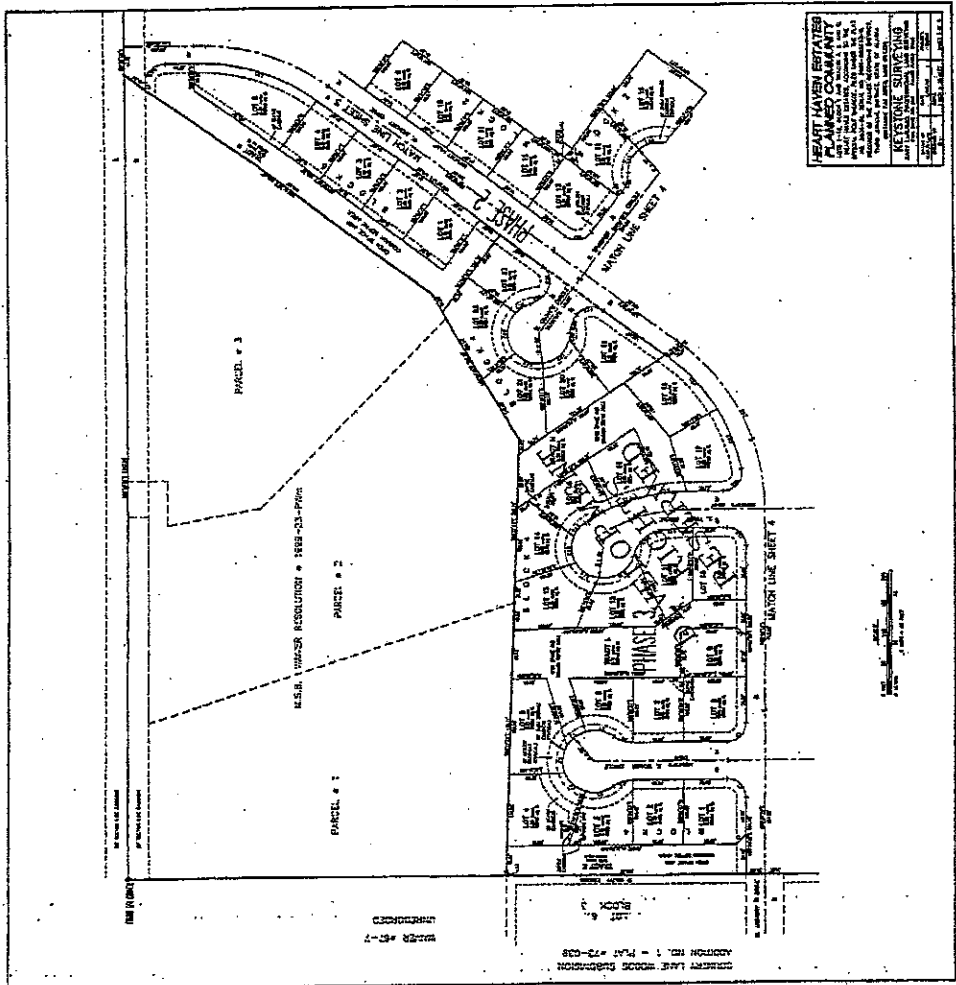
LOTS 1-18, BLOCK 1 AND TRACTS A, B AND C,
HEART HAVEN ESTATES, ACCORDING TO THE
OFFICIAL PLAT THEREOF, FILED UNDER THE PLAT
NO. 2006-09, SERIAL NO. 2006-002643-0,
RECORDS OF THE PALMER RECORDING DISTRICT,
THIRD JUDICIAL DISTRICT, STATE OF ALASKA
CONTAINING 7.65 ACRES, MORE OR LESS.

KEYSTONE SURVEYING
GARY LORUSSO, PROFESSIONAL LAND SURVEYOR
POST OFFICE BOX 2216 PALMER ALASKA 99645

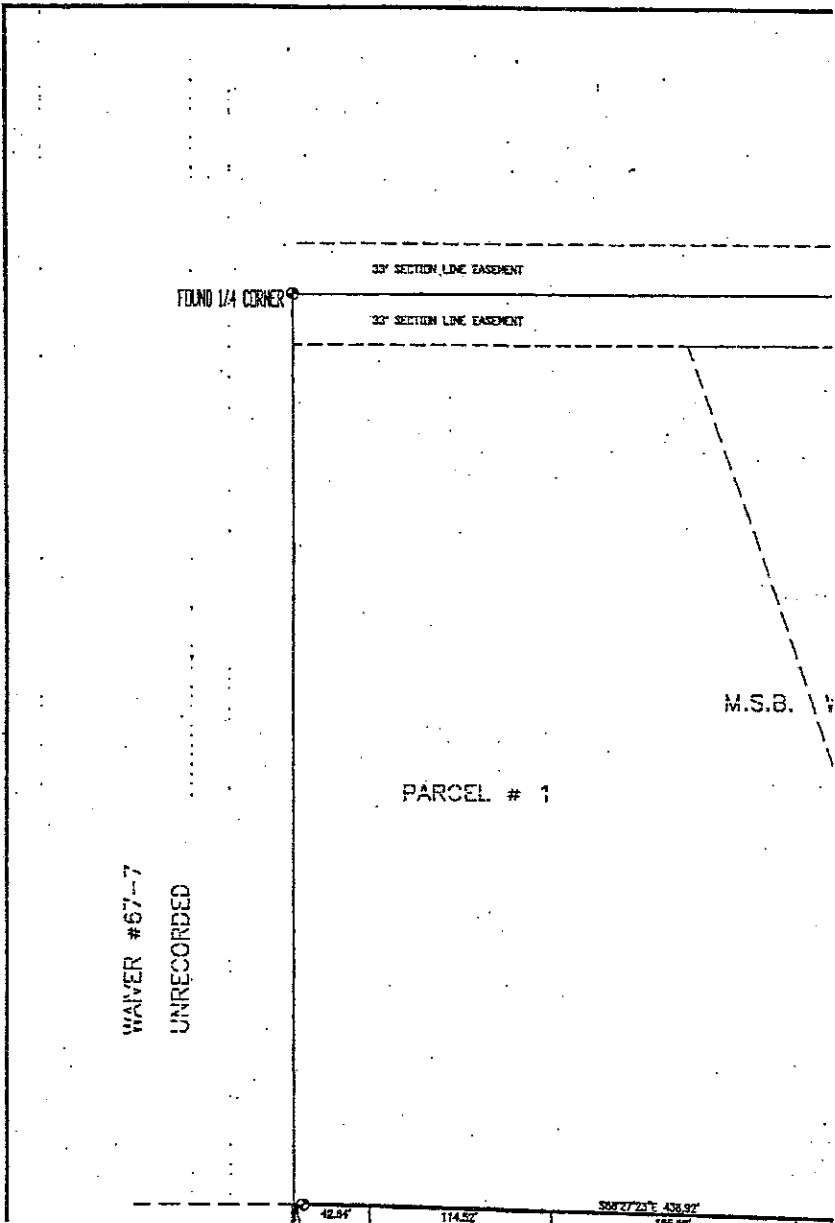
DRAWN BY ICAD/KL/ys	DATE 3/28/06	PROJECT 05006
CHECKED BY GLS	SCALE 1 INCH = 100 FEET	SHEET 2 OF 5



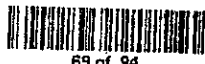
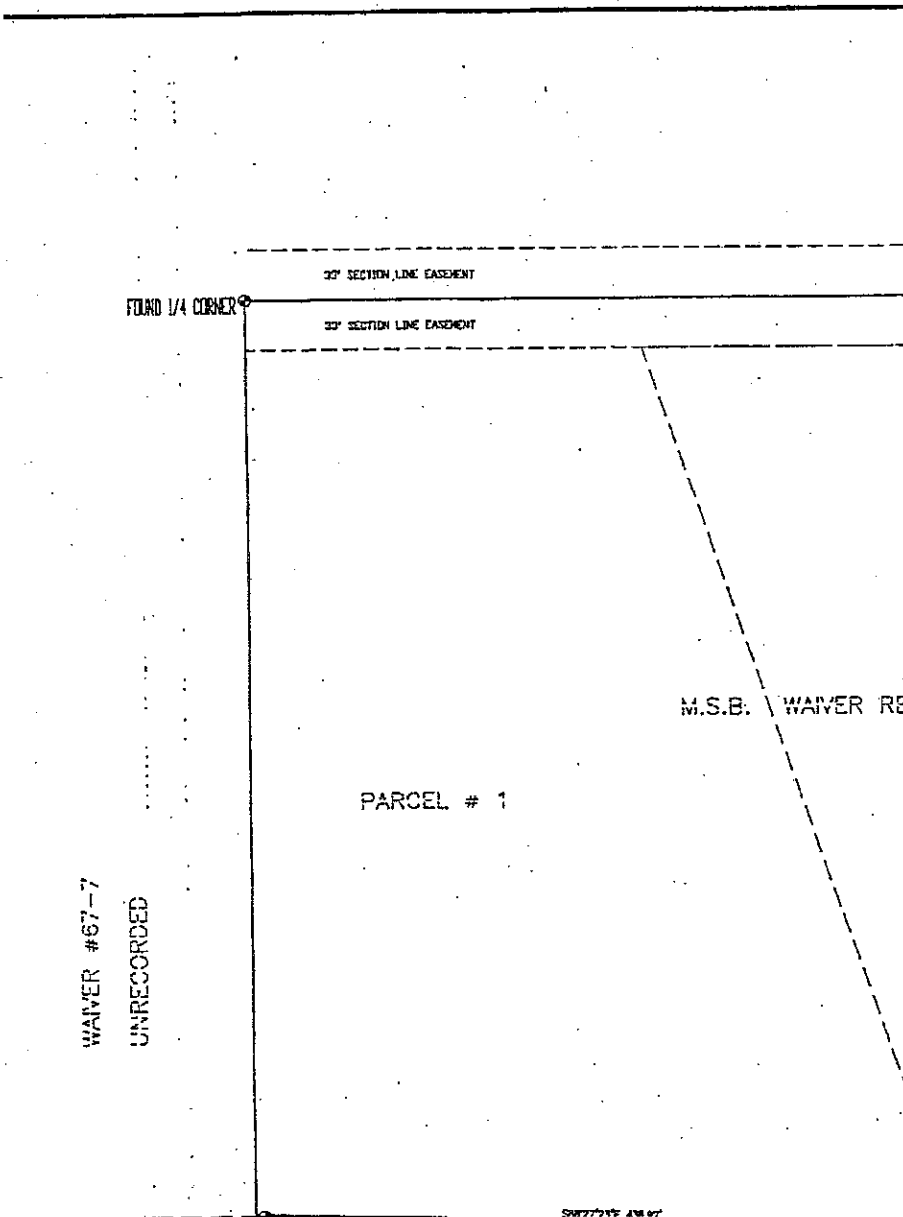
66 of 94
2006-009780-0



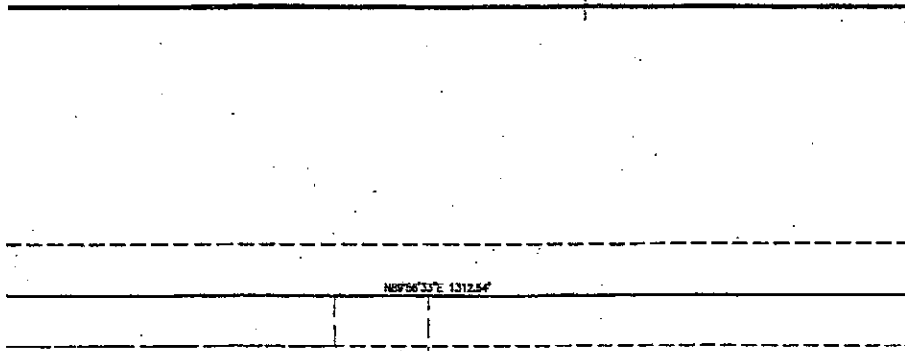
67 of 94
 2006-009780-0



68 of 94
2006-009780-0



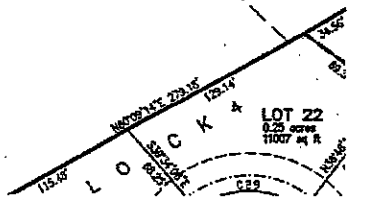
69 of 94
2006-009780-0



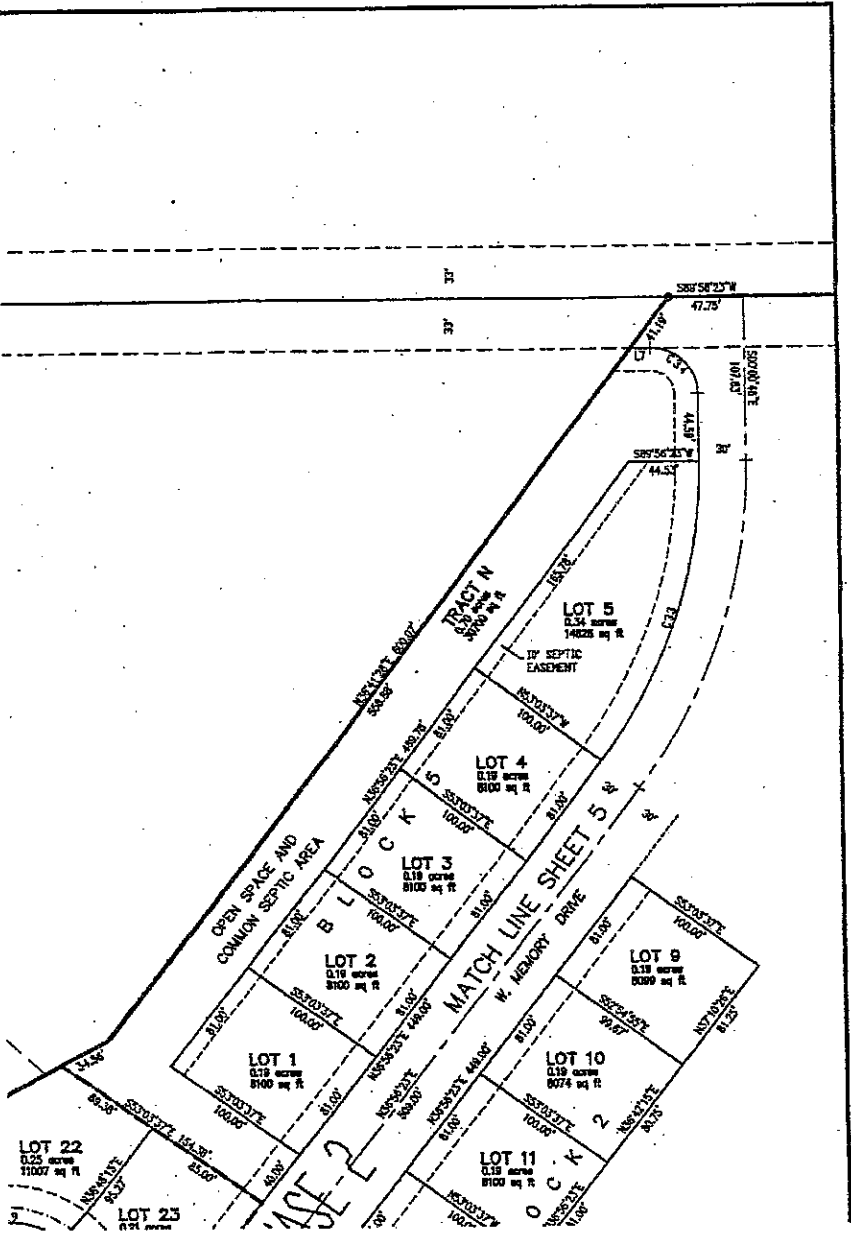
PARCEL # 3

R RESOLUTION # 1999-23-PWm

PARCEL # 2

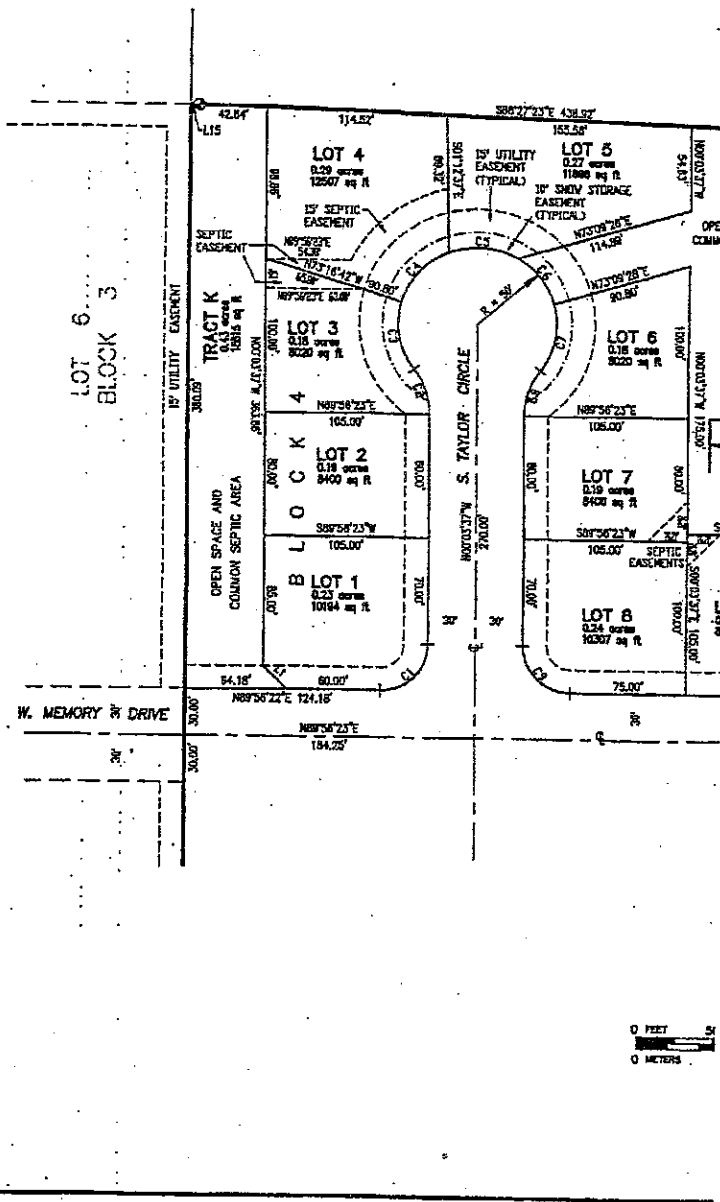


70 of 94
2006-009780-0



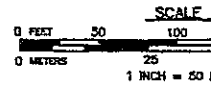
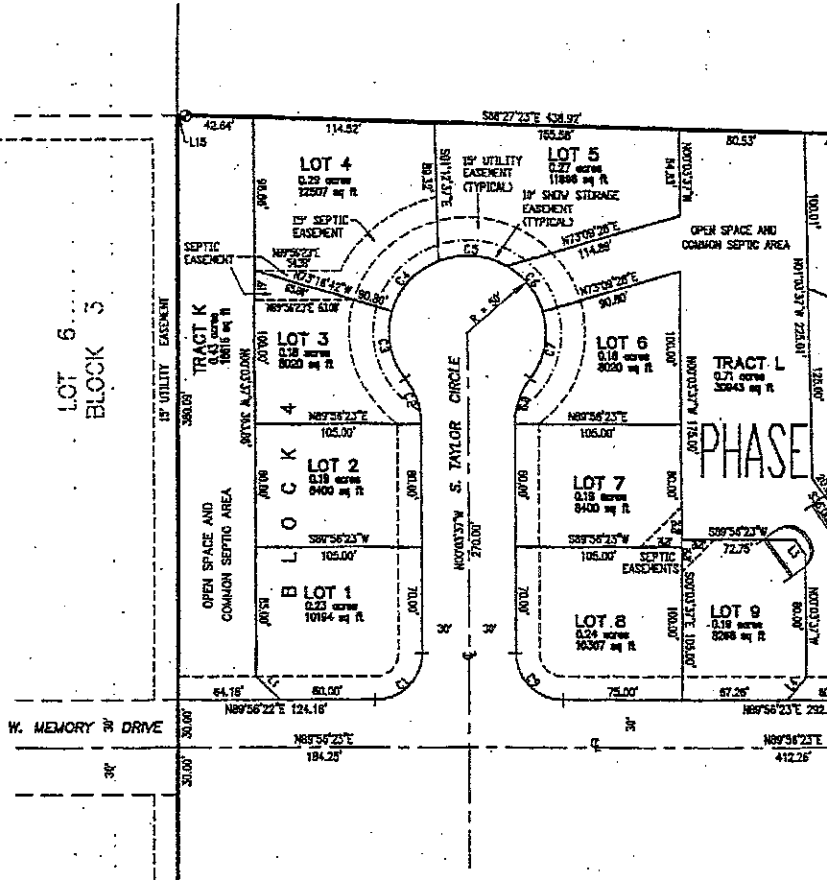
71 of 94
2006-009780-0

COUNTRY LANE WOODS SUBDIVISION
 ADDITION NO. 1 - PLAT #73-039

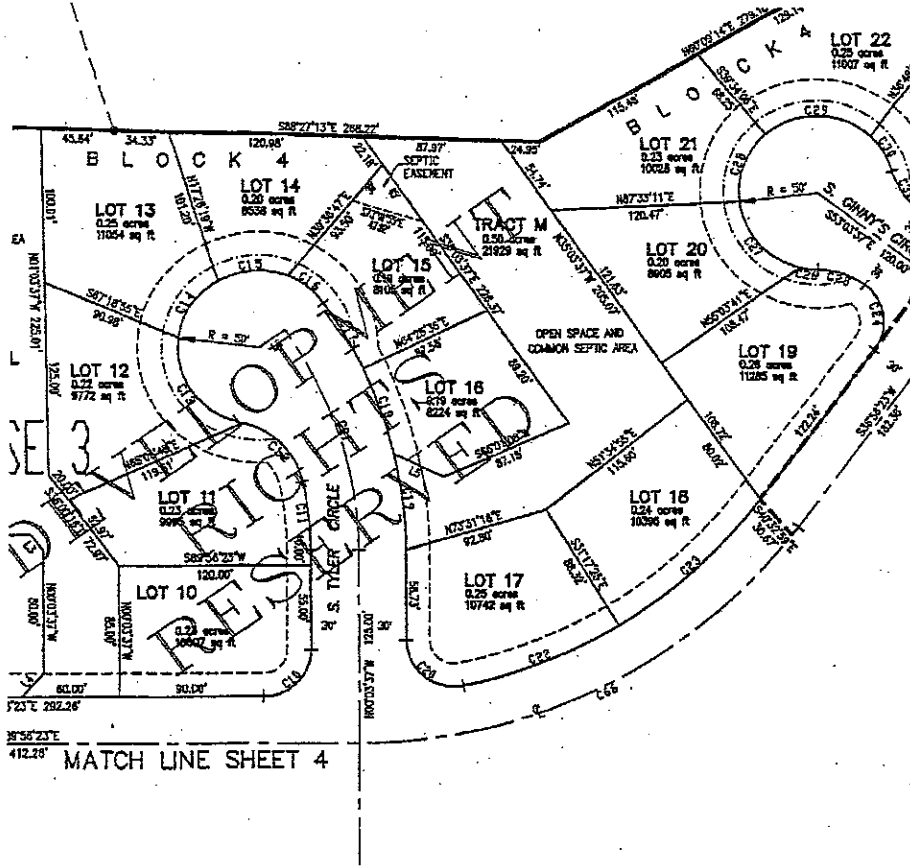


SUNNYS LANE TOWNS SUBDIVISION
 ADDITION NO. 1 - PLAT #73-039

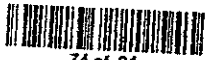
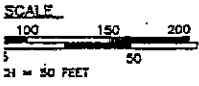
LOT 6...
 BLOCK 3



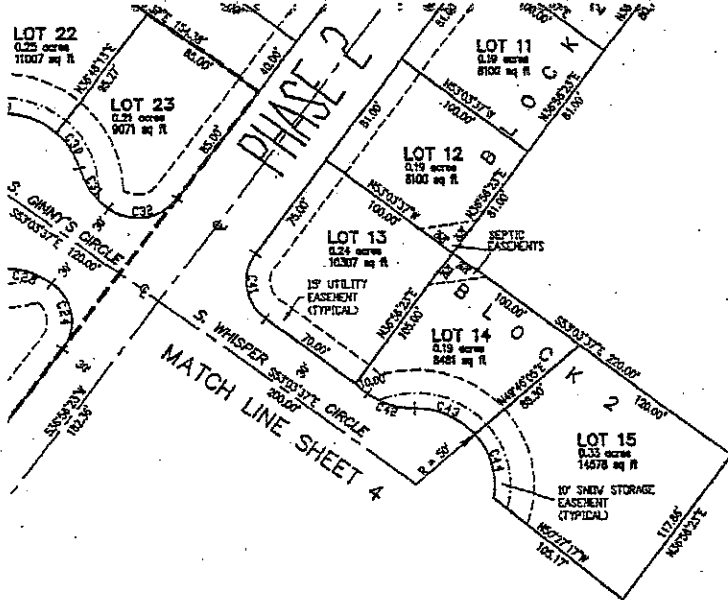
73 of 94
 2006-009780-0



MATCH LINE SHEET 4



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 2006-009780-0



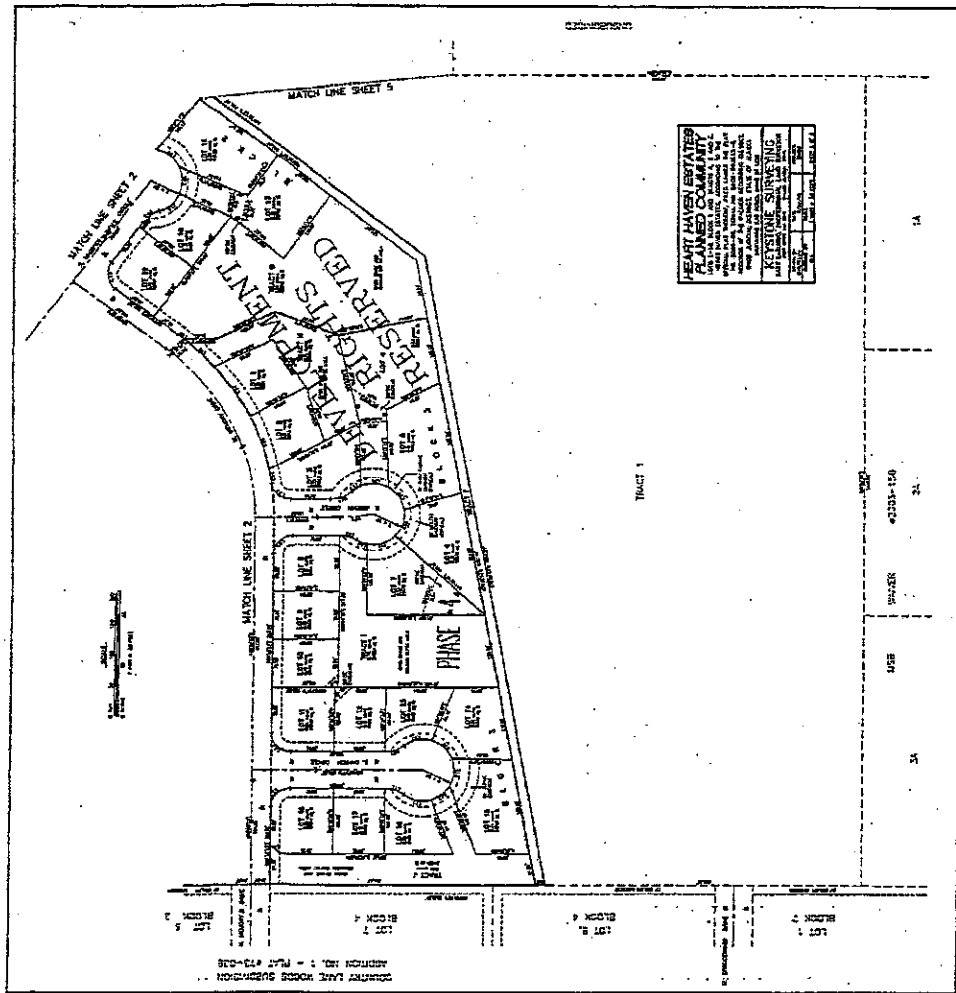
**HEART HAVEN ESTATES
 PLANNED COMMUNITY**
 LOTS 1-18, BLOCK 1 AND TRACTS A, B AND C,
 HEART HAVEN ESTATES, ACCORDING TO THE
 OFFICIAL PLAT THEREOF, FILED UNDER THE PLAT
 NO. 2006-09, SERIAL NO. 2006-002843-0,
 RECORDS OF THE PALMER RECORDING DISTRICT,
 THIRD JUDICIAL DISTRICT, STATE OF ALASKA
 CONTAINING 7.55 ACRES, MORE OR LESS

KEYSTONE SURVEYING
 GARY LORUSSO, PROFESSIONAL LAND SURVEYOR
 POST OFFICE BOX 2216 PALMER ALASKA 99645

DRAWN BY KAD/KLyne	DATE 3/28/08	PROJECT 05008
CHECKED BY GL	SCALE 1 INCH = 50 FEET	SHEET 3 OF 5

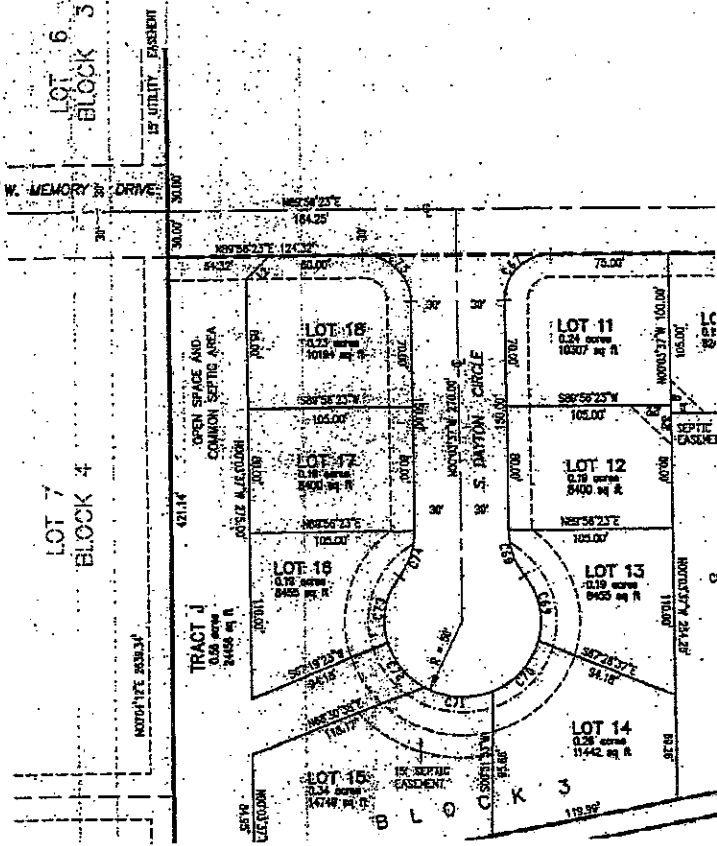


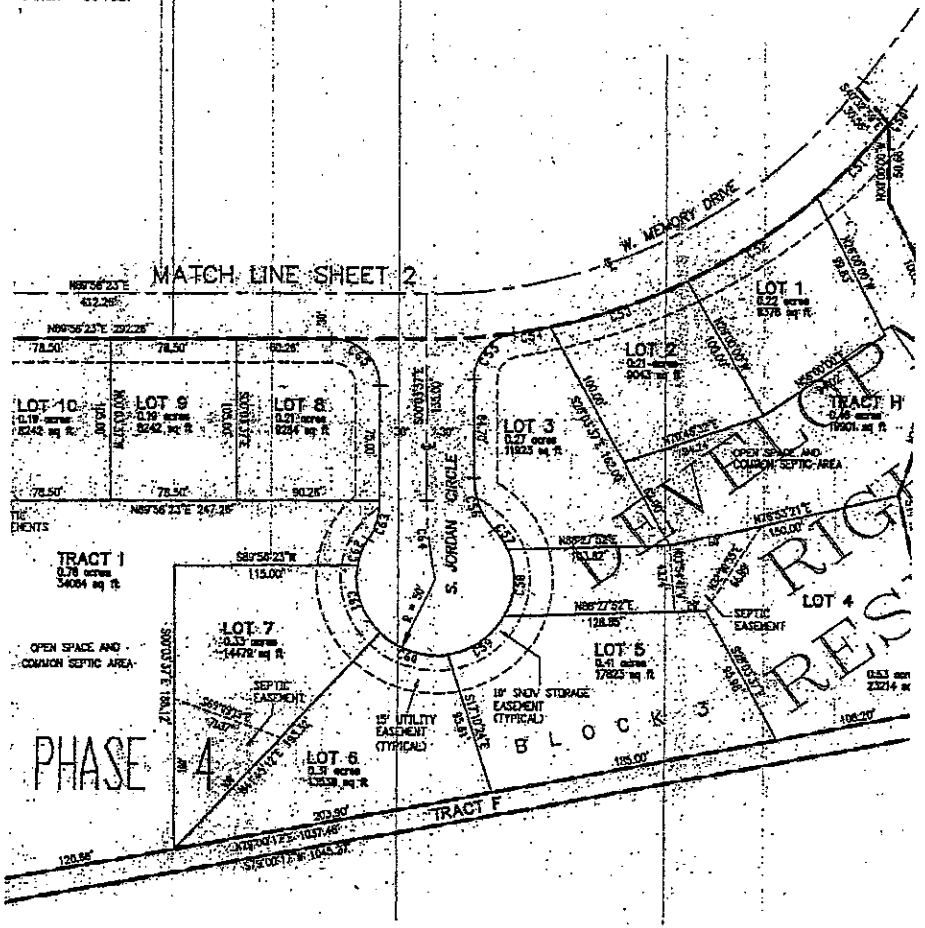
75 of 94
 2006-009780-0

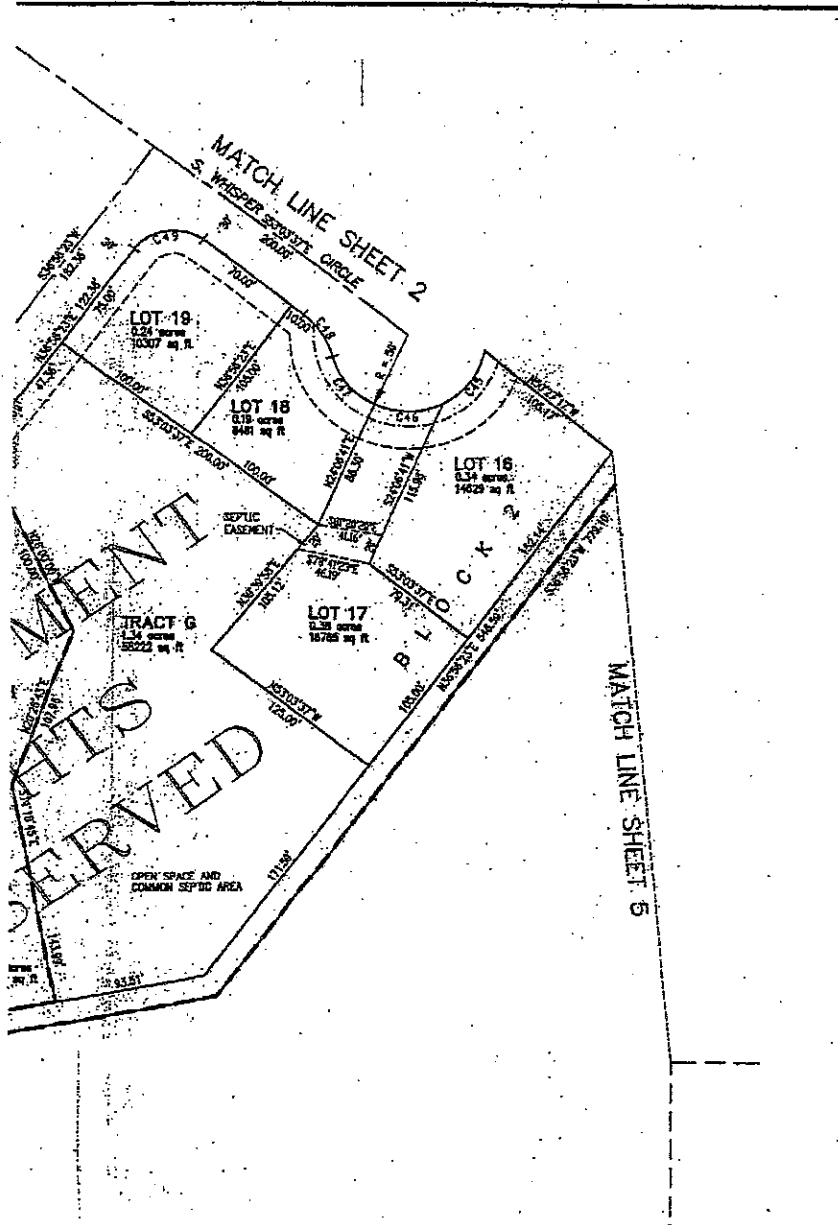


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 2006-009780-0

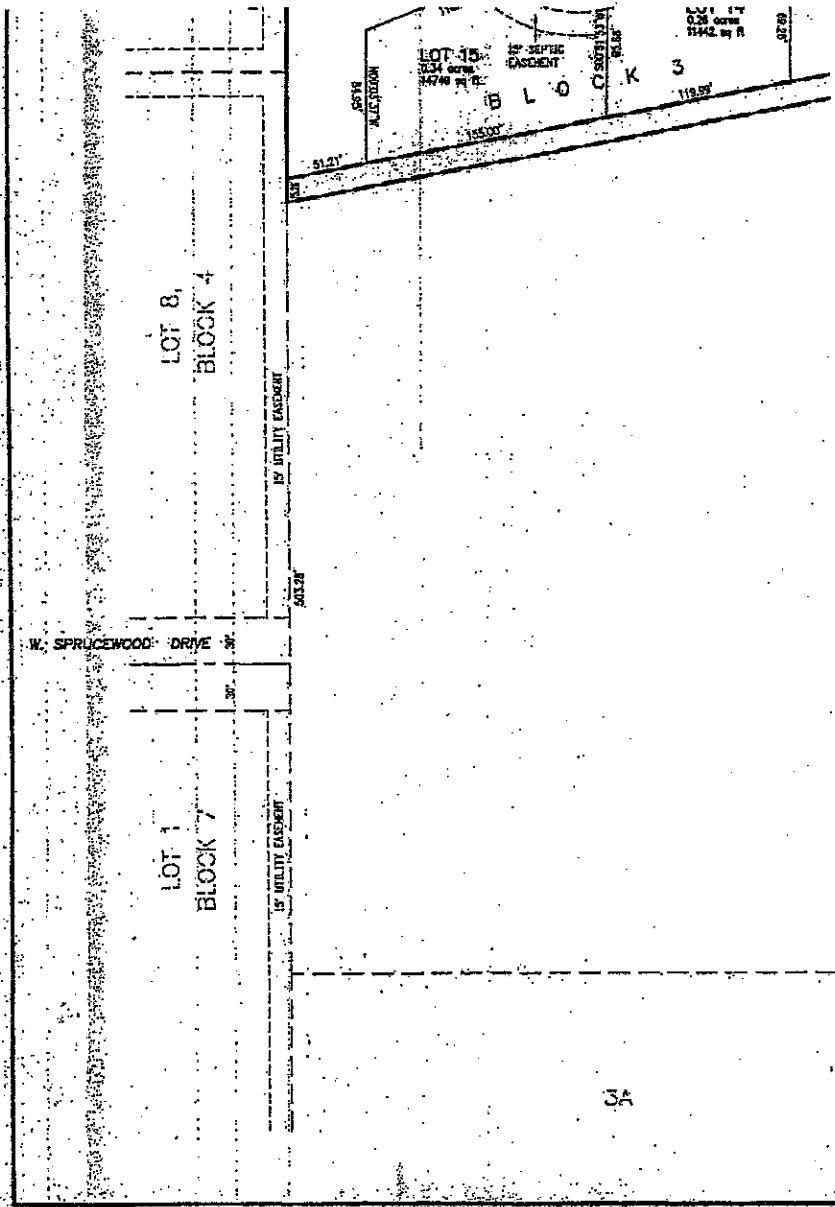
COUNTRY LANE WOODS SUBDIVISION
ADDITION NO. 1 PLAT # 75-039







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2006-009780-0



120.00
SAPY 0017 5-1037-16
SAPY 017 7-1035-2

TRACT 1

MESSAGE		
1315.00		
MSB	WAVR	#2003-150
		2A



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2006-009780-0

UNSUBDIVIDED

2006
ALASKA

**HEART HAVEN ESTATES
PLANNED COMMUNITY**

LOTS 1-18, BLOCK 1 AND TRACTS A, B AND C,
HEART HAVEN ESTATES, ACCORDING TO THE
OFFICIAL PLAT THEREOF, FILED UNDER THE PLAT
NO. 2006-09, SERIAL NO. 2006-002843-0,
RECORDS OF THE PALMER RECORDING DISTRICT,
THIRD JUDICIAL DISTRICT, STATE OF ALASKA,
CONTAINING 7.85 ACRES, MORE OR LESS.

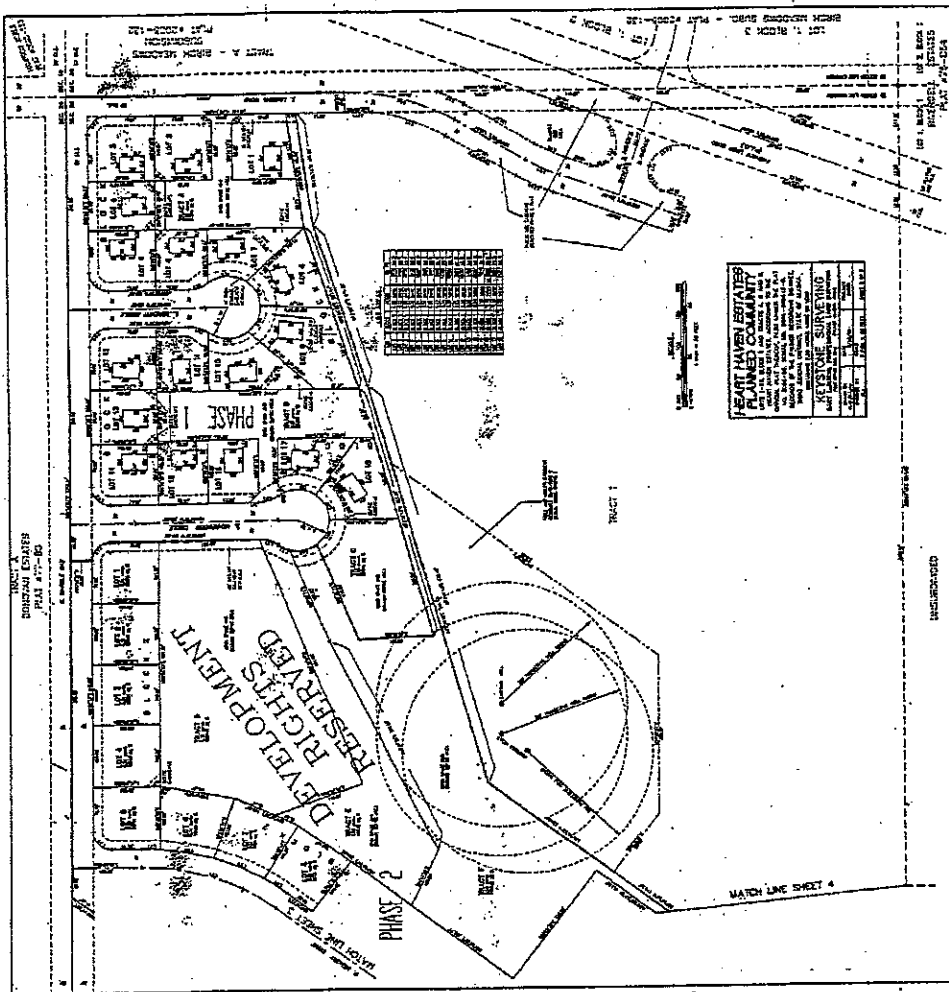
KEYSTONE SURVEYING
GARY LORUSSO, PROFESSIONAL LAND SURVEYOR
EDDY OFFICE, BOX 2214 PALMER, ALASKA 99645

DRAWN BY ICAD/KL/ys	DATE 3/28/06	PROJECT 05008
CHECKED BY G.L.	SCALE 1 INCH = 20 FEET	SHEET # OF 5

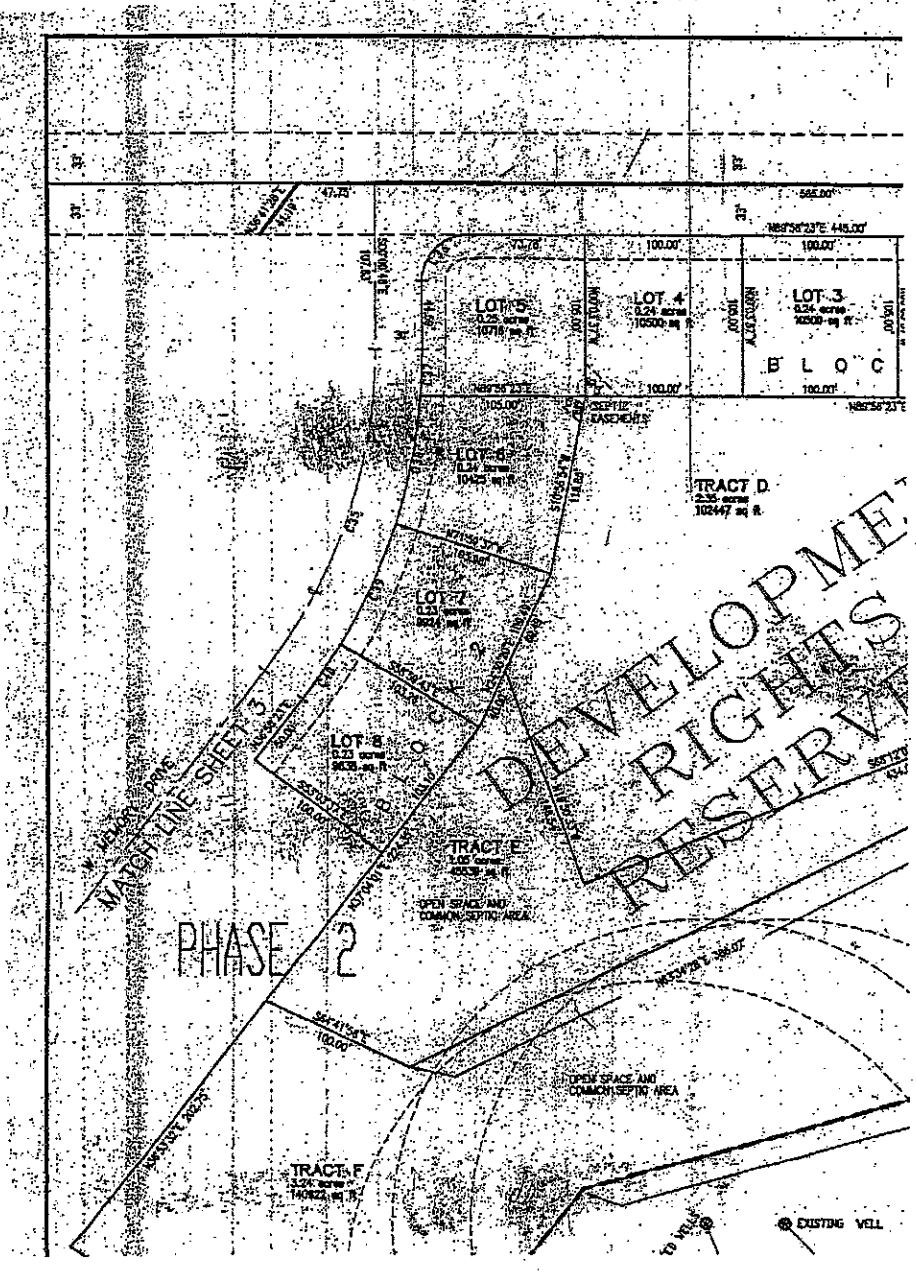
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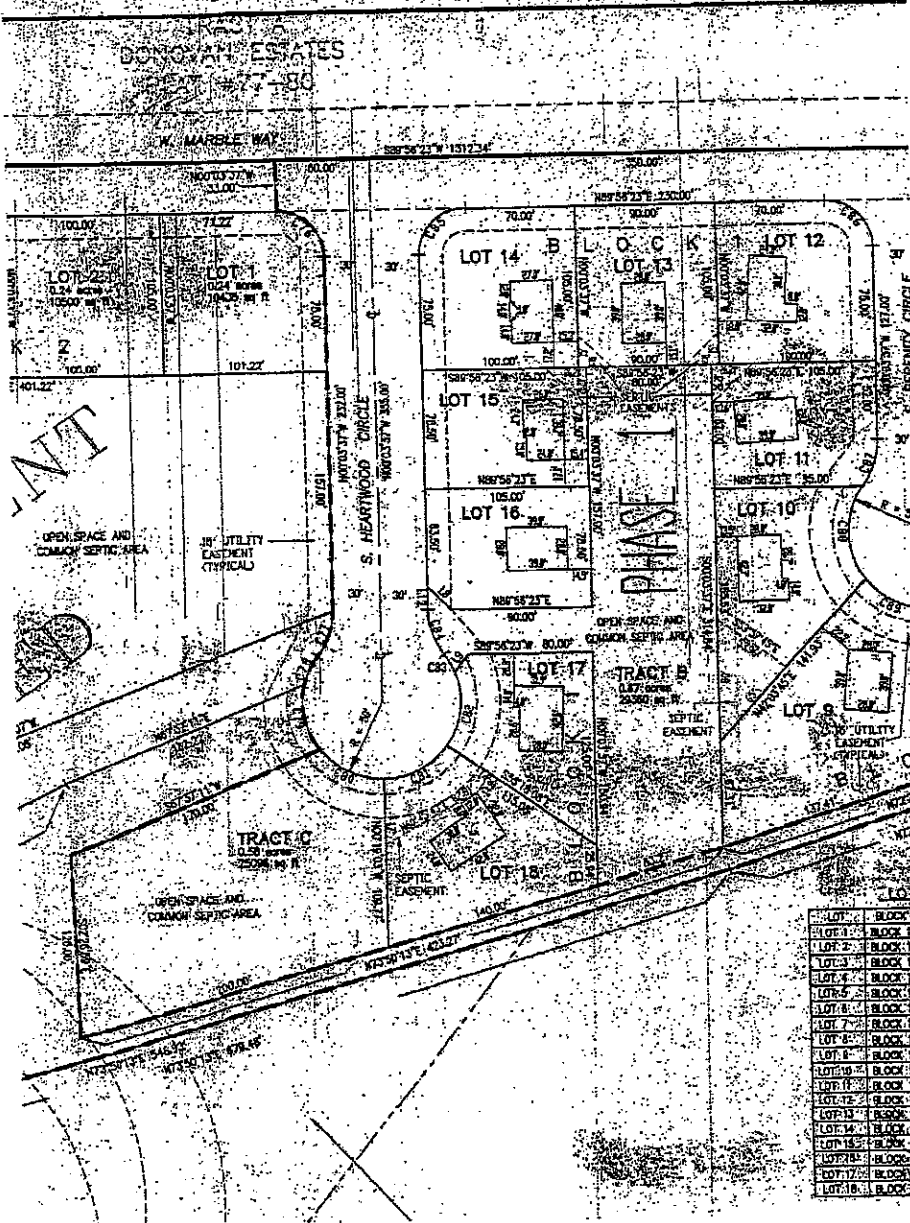
82 of 94
2006-009780-0



HEART HAVEN ESTATES
 LOT 1, BLOCK 2
 LOT 2, BLOCK 2
 LOT 3, BLOCK 2
 LOT 4, BLOCK 2
 LOT 5, BLOCK 2
 LOT 6, BLOCK 2
 LOT 7, BLOCK 2
 LOT 8, BLOCK 2
 LOT 9, BLOCK 2
 LOT 10, BLOCK 2
 LOT 11, BLOCK 2
 LOT 12, BLOCK 2
 LOT 13, BLOCK 2
 LOT 14, BLOCK 2
 LOT 15, BLOCK 2
 LOT 16, BLOCK 2
 LOT 17, BLOCK 2
 LOT 18, BLOCK 2
 LOT 19, BLOCK 2
 LOT 20, BLOCK 2
 LOT 21, BLOCK 2
 LOT 22, BLOCK 2
 LOT 23, BLOCK 2
 LOT 24, BLOCK 2
 LOT 25, BLOCK 2
 LOT 26, BLOCK 2
 LOT 27, BLOCK 2
 LOT 28, BLOCK 2
 LOT 29, BLOCK 2
 LOT 30, BLOCK 2
 LOT 31, BLOCK 2
 LOT 32, BLOCK 2
 LOT 33, BLOCK 2
 LOT 34, BLOCK 2
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 LOT 36, BLOCK 2
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 LOT 39, BLOCK 2
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 LOT 93, BLOCK 2
 LOT 94, BLOCK 2
 LOT 95, BLOCK 2
 LOT 96, BLOCK 2
 LOT 97, BLOCK 2
 LOT 98, BLOCK 2
 LOT 99, BLOCK 2
 LOT 100, BLOCK 2



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2006-009780-0

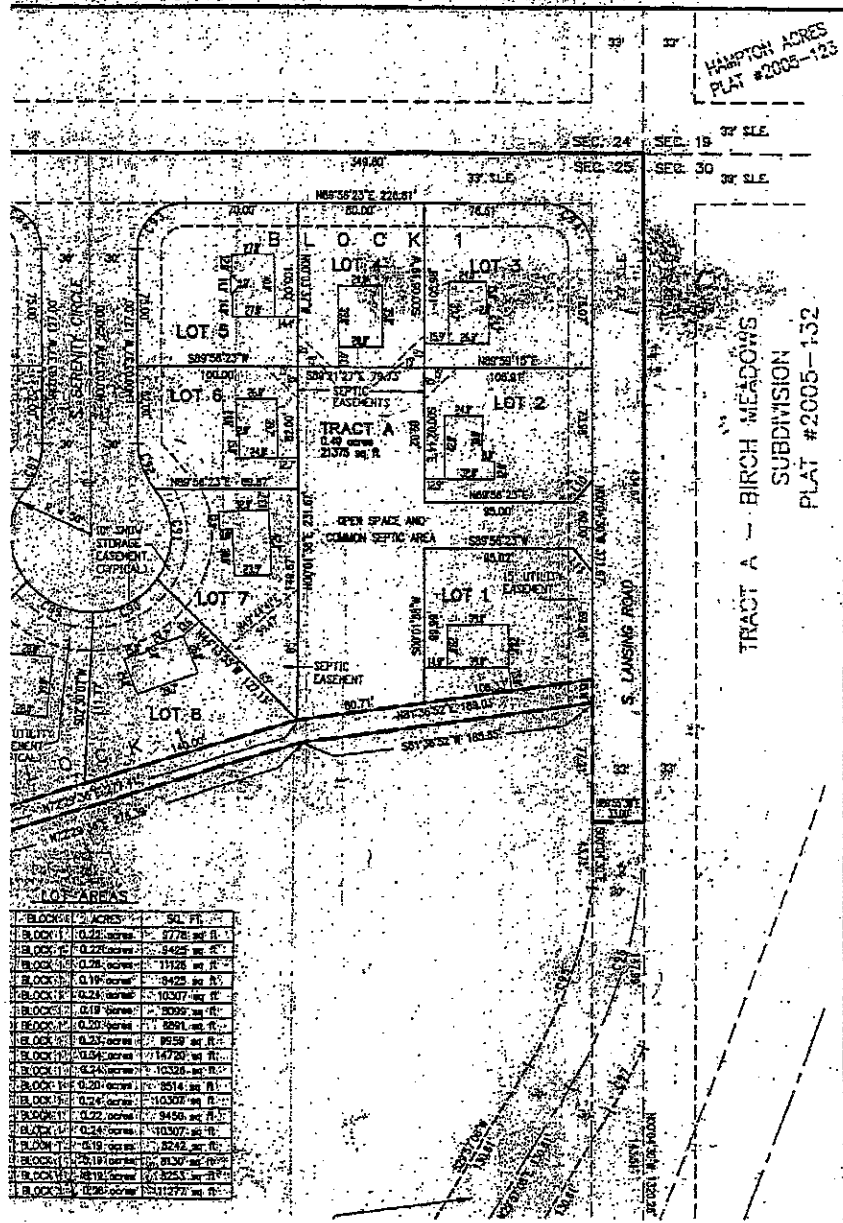


LOT 1	BLOCK 1
LOT 2	BLOCK 1
LOT 3	BLOCK 1
LOT 4	BLOCK 1
LOT 5	BLOCK 1
LOT 6	BLOCK 1
LOT 7	BLOCK 1
LOT 8	BLOCK 1
LOT 9	BLOCK 1
LOT 10	BLOCK 1
LOT 11	BLOCK 1
LOT 12	BLOCK 1
LOT 13	BLOCK 1
LOT 14	BLOCK 1
LOT 15	BLOCK 1
LOT 16	BLOCK 1
LOT 17	BLOCK 1
LOT 18	BLOCK 1



HAMPTON ACRES
PLAT #2005-123

SEC. 24
SEC. 25
SEC. 19
SEC. 30

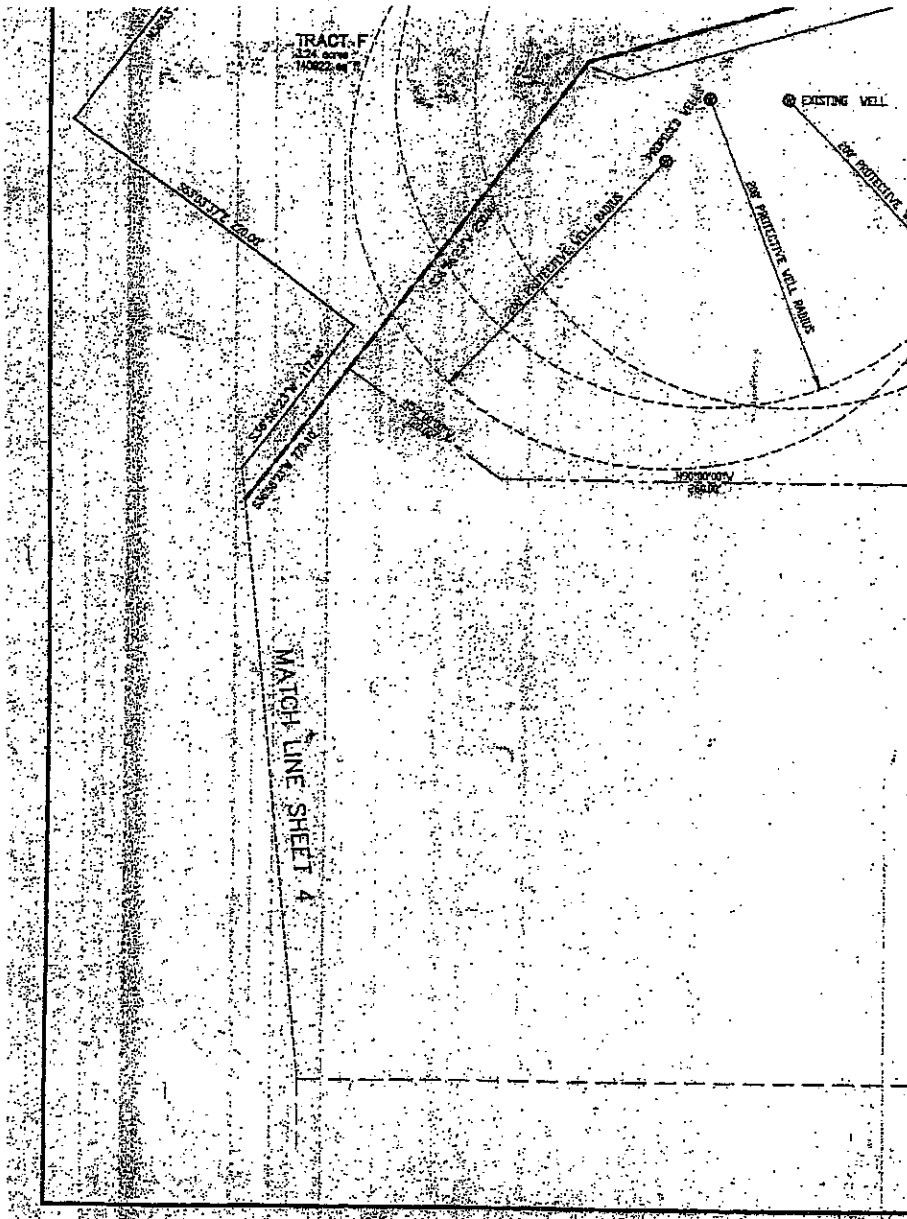


TRACT A - BIRCH MEADOWS
SUBDIVISION
PLAT #2005-132

LOT AREAS

BLOCK 4	0.20 acres	90,000 sq. ft.
BLOCK 1	0.22 acres	9778 sq. ft.
BLOCK C	0.22 acres	9425 sq. ft.
BLOCK 2	0.28 acres	12125 sq. ft.
BLOCK 3	0.19 acres	8425 sq. ft.
BLOCK 4	0.22 acres	10307 sq. ft.
BLOCK 5	0.19 acres	8099 sq. ft.
BLOCK 6	0.20 acres	8891 sq. ft.
BLOCK 7	0.23 acres	9959 sq. ft.
BLOCK 8	0.24 acres	104720 sq. ft.
BLOCK 9	0.23 acres	10326 sq. ft.
BLOCK 10	0.20 acres	8814 sq. ft.
BLOCK 11	0.24 acres	10309 sq. ft.
BLOCK 12	0.22 acres	9485 sq. ft.
BLOCK 13	0.24 acres	10307 sq. ft.
BLOCK 14	0.19 acres	8242 sq. ft.
BLOCK 15	0.19 acres	8139 sq. ft.
BLOCK 16	0.21 acres	9253 sq. ft.
BLOCK 17	0.28 acres	12127 sq. ft.

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2006-009780-0



LOT 13	BLOCK 1
LOT 14	BLOCK 1
LOT 15	BLOCK 1
LOT 16	BLOCK 1
LOT 17	BLOCK 1
LOT 18	BLOCK 1

WELL AND UTILITY EASEMENT
 RECORDED 02/21/2006
 SERIAL 2006-094848-0

TRACT 11

SCALE

0 FEET = 1" 30' = 1" 150'
 0 METERS = 1" 30 METERS = 1" 150 METERS = 1"

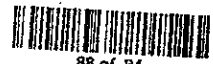
**HEART HAVEN ES
 PLANNED COMM**
 LOTS 1-18, BLOCK 1 AND TRACTS
 HEART HAVEN ESTATES ACCORDING
 OFFICIAL PLAT THEREOF, FILED UNDER
 NO. 2006-09, SERIAL NO. 2006-1
 RECORDS OF THE PALMER RECORDS
 THIRD JUDICIAL DISTRICT, STATE OF
 MONTANA, 7.25 ACRES, MORE OR
 LESS

KEYSTONE SURV
 GARY LORSSO, PROFESSIONAL LAND
 SURVEYOR, REG. STATE OF MONTANA

DRAWN BY GLO/RL/CLW	DATE 3/28/06
CHECKED BY GLO	SCALE 1" = 50 FEET

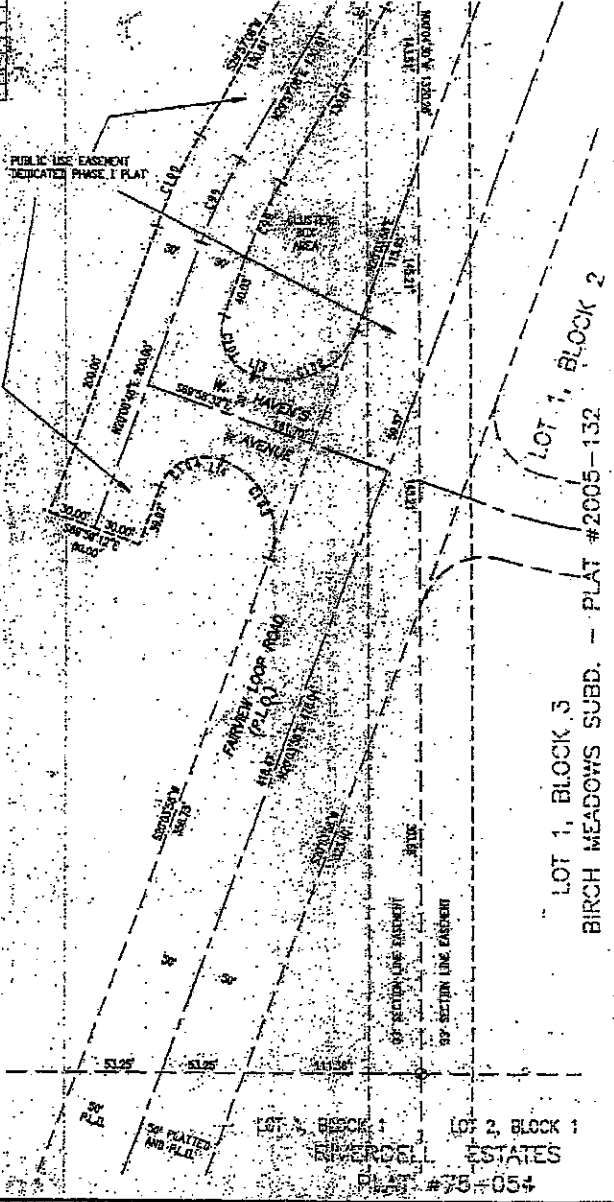
1096.15
 N89°57'15"E 1314.03'

UNSUBDIVIDED



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 2006-009780-0

BLOCK 1	1.02 acres	#450-8-0
BLOCK 2	2.74 acres	#1037-8-0
BLOCK 3	0.19 acres	#542-8-0
BLOCK 4	2.16 acres	#137-8-0
BLOCK 5	4.18 acres	#253-8-0
BLOCK 6	0.26 acres	#1127-8-0



V ESTATES
COMMUNITY
TRACTS A, B AND C
RECORDED UNDER THE PLAT
2006-002643-0,
RECORDING DISTRICT
STATE OF ALASKA
SHORE OR LESS

SURVEYING
JACOB SAND SURVEYOR
STATE OF ALASKA
PROJECT # 05006
SHEET 5 OF 8

LOT 1, BLOCK 3
BIRCH MEADOWS SUBD. - PLAT #2005-132
LOT 1, BLOCK 2



89 of 94
2006-009780-0

HEART HAVEN ESTATES
DESIGN GUIDELINES
AND SPECIFICATIONS

(Declaration Schedule A-4)



SCHEDULE A-4

HEART HAVEN ESTATES
DESIGN GUIDELINES
AND SPECIFICATIONS

1. Architectural Review Committee ("ARC"). In order to maintain architectural integrity and design harmony within the Community, the ARC pursuant to Article XI, shall review the design, materials, fenestration and color of the structures and improvements in the Community. Lot Owners or their contractors and/or builders shall present the site plan and elevation drawings of the proposed improvements to the ARC for review and approval, no later than five (5) business days prior to securing a building permit, grading permit, installation of utilities or any proposed construction activity. The ARC shall have the reasonable right to specify building colors, landscape design and architectural design elements, including but not limited to staggering of garages and front entryways, the staggering of building setbacks, the addition of windows, driveway configuration and/or landscaping to diminish the visual impact of blank walls. Lot Owners and/or their contractor shall provide additional detail or information reasonably requested by the ARC.

2. Overall Design Structure and Appearance. The Declarant intends to create a superior residential neighborhood with a wide range of dwelling designs, appearances and colors. Accordingly, no dwelling designs shall be identically repeated.

3. Structure Type. No building or structure shall be erected, altered, placed or permitted to remain on a Lot other than one single-family dwelling and an optional single (1) or two (2) car garage structure.

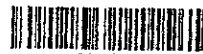
4. Setbacks.

(a) Structures and Improvements shall conform to Matanuska Susitna Borough ("MSB") lot setback requirements. The location of Improvements on a Lot is subject to the approval of the ARC. Structures may not encroach into minimum setback requirements as follows:

Front Yard: Ten feet (10') average or more from the front Lot Line.

Side Yard: Ten feet (10') setback from any side Lot line to the side of a dwelling or outbuilding.

Rear Yard: Ten feet (10') from the rear side of a dwelling or outbuilding to the Lot line.



Right of Way: Twenty-five-feet (25') from any public right of way to the side of a dwelling or outbuilding.

(b) Setback requirements are intended to provide spacing between dwellings of approximately thirty feet (30'). Lot Owners may obtain a variance from these setback requirements, upon written approval of the submitted site plan from the ARC. The dwelling location shall be balanced and centered on the Lots to the extent practicable.

(c) Construction on a Lot shall comply with the MSB, the Alaska Department of Environmental Conservation and the EPA Storm Water Pollution Prevention Plan requirements.

(d) No less than thirty (30) days prior to construction, the Lot Owner at Lot Owner's expense shall submit to the ARC for approval, a plot plan drafted by a registered surveyor, showing dwelling, driveway and clearing limit locations.

5. Detached Structures and Outbuildings. One (1) permanent outbuilding, not including a garage structure, conforming to the design and style of the dwelling, may be constructed on a Lot with the approval of the ARC. Outbuildings shall be no larger than twelve (12) feet by ten feet (10') and no taller than twelve feet (12') in height. Outbuilding siding product and color shall match the dwelling structure on the Lot. The ARC may dictate additional restrictions including but not limited to the location of the outbuilding on the Lot. Metal, aluminum or similar structures are not permitted.

6. Cost, Quality and Size. Each detached dwelling shall be a minimum of one thousand (1,000) square feet of gross floor area in size, excluding porches and decks.

Adjustments to market value shall be made using the Consumer Price Index for all Urban Consumers, all items for Anchorage, Alaska (1967=100), herein after called the "Index" published by the Bureau of Labor Statistics of the United States Department of Labor. It is the intention and purpose of these standards to ensure that all dwellings are of such quality of workmanship and constructed of materials substantially the same or better than that which can be produced on the date this Declaration is recorded.

7. Building Height. Building height shall conform to the Matanuska-Susitna Borough Code and Regulations.

8. Exterior Appearance, Colors and Materials. Lot Owners shall obtain approval of exterior materials and colors from the ARC prior to product application and installation.

(a) Color. Exterior colors shall be restricted to neutral "earth tones" or such other colors as may be approved by the ARC, from time to time. Approved paint colors



shall be applied uniformly on all elevations of a dwelling. Exterior body and trim colors which in the reasonable discretion of ARC are overly vibrant or inconsistent with the surrounding communities shall not be permitted.

The color of the following portions of a dwelling, including but not limited to, gutters, downspouts, porches, railings and exterior stairways shall match the color of the surface from which they project or be an approved accent color.

(b) Siding. Dwellings shall be vinyl lap siding or such siding product as may be approved from time to time by the ARC. No metal or T1-11 siding products are permitted.

(c) Materials - Other. Other permitted exterior accent finishes include brick, stone and such other exterior finish product as may be approved from time to time by the ARC.

9. Garage. Garage entry doors shall be raised panel, overhead metal doors or such other product as may be approved from time to time by the ARC.

10. Driveway Paving and Location of Utilities.

(a) Utility installations shall be underground. Excavation for utilities shall in such manner as to remove minimal vegetation and maintain privacy between Lots. Any utility connections or work disturbing or damaging Community pathways, roads, curbs or buffer vegetation shall be repaired or replaced by the Lot Owner.

(b) Driveways shall be paved with black asphalt or gray concrete unless otherwise approved in writing by the ARC.

11. Exterior Lighting. Exterior lighting fixtures affixed to a dwelling shall (a) broadcast light downward at no more than a 30 degree angle from the perpendicular line between the fixture and the ground and (b) shall not reveal any exposed light sources beyond the front yard area. No other exterior lighting is permitted except as approved by the ARC.

12. Construction and Completion.

(a) No construction, clearing or site grading shall commence without ARC approval.

(b) During construction of dwellings, Lot Owners and contractors shall protect pavements, curbs, walkways, streets and utility structures from damage. Pedestrian and road right-of-ways and driveways shall be kept clear of equipment, building materials. Construction debris and waste shall be kept to a minimum and



removed from time to time in accordance with professional building industry standards, and ARC requirements.

(c) Construction of the exterior of each dwelling shall not exceed one year from the date of commencement. Extensions may be granted by the ARC on a case by case basis.

13. Landscaping. All dwellings substantially completed between September 1st and May 1st of the following year shall be landscaped no later than the August 1st of the following year. Dwellings substantially completed after May 1st and on or before August 1st of the same year shall be landscaped no later than August 31st of that same year.

14. Trees. Any Lot re-contouring shall be approved by the ARC, after submission of a comprehensive plan by the Lot Owner to the ARC.

15. Fences. Fencing design and material shall be submitted to the ARC for approval.

16. Drainage. No modification shall be made to Lot or Improvements installed on a Lot, that redirect the natural drainage flow and negatively impact neighboring Lots.

17. Sight Distances at Intersections. No fence, wall, hedge, shrub or structure which obstructs sight lines at an elevation between two (2) and six (6) feet above the elevation of an abutting roadway is permitted within a distance of ten (10) feet from the property line on any corner Lot within twenty-five (25) feet of the corner. Trees within this area may remain, if foliage is trimmed in such manner as to not intrude into the required sight lines

18. Association. Following the period of Declarant Control, Declarant responsibilities as required by this Agreement shall be undertaken by the Owners Association.

