

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

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The State of Alaska, through the Division of Fish and Game, Department of Natural Resources, is the owner of certain real property located in the Fairbanks District, Alaska which is more particularly described as follows:

Quota Subdivision A, Sections 15 and 22, T8S, R9W, F.M., Alaska within Sections S. 80-120, located within Sections R. 9W, F.M., Alaska

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

ARTICLE I

Section 1. "Association" means Quota Subdivision Homeowners' Association, Inc., its successors and assigns.  
Section 2. "Owner" means the record owner or owners of a lot within the Quota Subdivision under contract with the Declarant, and the holder of a homestead or other lien on the property including the Declarant and those having such interest therein as security for the performance of an obligation.  
Section 3. "Properties" means the certain real property hereinbefore described, and such other properties as may hereafter be brought within the jurisdiction of the said Association.

ARTICLE II

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

ARTICLE III

An owner of a parcel in Quota Subdivision A, Sections 15 and 22, T8S, R9W, F.M., Alaska, who has acquired title to this Declaration, the Association, or any parcel within this subdivision, shall automatically become a member of the Homeowners' Association and shall be subject to the Declaration, Articles of Incorporation, and Bylaws to the same extent as an original member of the Association.

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ARTICLE IV

1. Creation of owner of a lot with t, deed or homestead, the association: assessments for improvements, together with the fee shall be a charge on the owner's interest in the property. Each such assessment shall be the owner's responsibility who was the owner of the property at the time of delinquency. The personal liability of his successors for assessments levied for improvement and maintenance of the division and construction to annual assessment applicable to the lot or in part, the cost of placement of a capital improvement must be fixed on a monthly basis.

2. Purpose of Assessments levied for improvement and maintenance of the division and construction to annual assessment applicable to the lot or in part, the cost of placement of a capital improvement must be fixed on a monthly basis.

3. Special Assessment In addition to annual assessment applicable to the lot or in part, the cost of placement of a capital improvement must be fixed on a monthly basis.

4. Voting. All assessments levied by a majority of the owners.

5. Notice of Meetings notice of any meeting shall be sent by registered mail 60 days nor more than 90 days before the meeting.

6. Exempt Properties the Declarant is not responsible for the permit or land sale permittee's or contractor's liens upon the Declaration by the Declarant or the entry permit, or any public authority.

Personal Obligation of the owner, by permit, is deemed to be a personal assessment for improvements, together with the fee shall be a charge on the owner's interest in the property. Each such assessment shall be the owner's responsibility who was the owner of the property at the time of delinquency. The personal liability of his successors for assessments levied for improvement and maintenance of the division and construction to annual assessment applicable to the lot or in part, the cost of placement of a capital improvement must be fixed on a monthly basis.

Association shall have the Reserve Fund and maintenance of the Association for the construction of the improvement. Both form rate for the owners' Association of lots in the subdivision shall be levied for the improvement in advance of the improvement.

owner of a lot, the assessment shall be a charge on the owner's interest in the property not subject to any exemption from the assessment.

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ARTICLE V

1. Enforcement The association, or any person, shall have the right to enforce any restriction, covenant, or condition contained in the Declaration, the Articles of Association, or the Bylaws, or any other instrument recorded in the public records, or any restriction, covenant, or condition contained in any deed, mortgage, or other instrument recorded in the public records, or any restriction, covenant, or condition contained in any deed, mortgage, or other instrument recorded in the public records, or any restriction, covenant, or condition contained in any deed, mortgage, or other instrument recorded in the public records.

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