

EXHIBIT E
TO
AMENDED AND RESTATED
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
EAGLE CROSSING
(A Planned Community)

OCCUPANCY RESTRICTIONS

1. Landscaping: All areas of each lot not devoted to buildings, structures, driveways, walks, off-street parking or other permitted site improvements shall be landscaped or covered with lawns, shrubbery, trees, garden bark, landscaping cobbles or other ground cover approved by the Executive Board. Native vegetation shall suffice as landscaping unless the type and quality are such that the Executive Board expressly disapproves. Vegetable gardens in the front yard of a lot are prohibited.

Each Unit Owner shall similarly landscape the adjacent unpaved public right-of-way fronting each lot, the area of which shall be defined by extending the boundary lines of each lot.

Grass areas shall be maintained and cut when the grass length exceeds five inches (5") maximum. Natural areas shall be maintained in an attractive and neat condition. Waivers of this requirement may be granted by the Executive Board on a case-by-case basis, if the Unit Owner presents an acceptable alternative proposal. The Unit Owner shall bear all costs associated with maintenance of landscaped areas. All required landscaping work shall be completed by the first day of August following initial occupancy of the residence.

2. Fences: Subject to the Standards for Architectural Control (Exhibit F to the Declaration) and the approval of the Executive Board, fences may be constructed on any lot. Chain link fences are generally not permitted. All fences must be properly maintained as an attractive addition to the lot. No fence is permitted in any front yard unless the Executive Board finds it will become an attractive addition to the neighborhood.

3. Sight Distance: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or

alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

4. Screening: All utility areas, trash containers, machinery, equipment, service yards, wood piles, storage areas and other unsightly items shall be screened by sight-obscuring fences, earthen berms or screens so as to conceal them from the view of adjacent streets and lots and of neighboring residents.

5. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. No structure of the following type may be constructed or placed on any lot at any time: Quonset huts, janesways, wannigans, trailers or surplus government buildings. Non-commercial greenhouses and storage structures shall be permitted so long as they are approved by the Executive Board and blend in with the surrounding environment.

6. Fuel Storage: No fuel shall be stored above ground for any aircraft, automobile, boat or other vehicle.

7. Vehicles: For purposes of this provision, any medium used as a means of transport, motorized and non-motorized, including, but not limited to, automobiles and trucks not used at least twice weekly, is considered an "Extra Vehicle." "Summer Season" shall be defined as the months beginning on May 1 and ending on September 30 of every calendar year. "Winter Season" shall be defined as the months beginning on October 1 and ending on April 30 of the following year. "In-Season" shall mean either the Summer Season or the Winter Season in a twelve-month period, as appropriate for the ordinary use of the Extra Vehicle in question. Extra Vehicles that are not In-Season must be stored off-site, or kept in a garage or other closed structure, screened so that they are not visible from the public street, an adjoining lot or a nearby house. Extra Vehicles that are considered In-Season during the Summer Season include, but is not limited to: campers (pop up or otherwise), motor homes, mobile homes, travel trailers, other recreational vehicles of all lengths and classes, storage trailers, boats, jet skis, wave runners, other personal watercrafts, ATVs, Argos, three- and four-wheelers, and off-road motorcycles. Therefore, these vehicles shall not be considered In-Season during the Winter Season and shall be stored in the manner described above. Extra Vehicles that are considered In-Season during the Winter Season include, but is not limited to: snow machines and trailers for their transport. Therefore, these vehicles shall not be considered In-Season during the Summer Season and shall be stored in the manner described above. The purpose of this provision is to keep unsightly or unused equipment out-of-sight.

Extra Vehicles that are In-Season must be stored on the driveway. They shall not obstruct the public right-of-way (i.e. sidewalk) and shall not displace other vehicles on to the street.

A Unit Owner who uses an Extra Vehicle that is not ordinarily considered In-Season must apply annually to the Eagle Crossing Board of Directors for a written waiver to allow for the Extra Vehicle to be visible on the lot during the off-season. The application for the waiver must be in writing, and it shall provide evidence of legitimate and verifiable reasons for the use of such vehicle in the off-season.

No person may park any type of vehicle on any street or public way for a period of time longer than twenty-four (24) hours, except from Friday noon until Monday noon. (AO 09.30.150)

No camper, motor home, mobile home, travel trailer, or other recreational vehicle shall be utilized for residential or other purposes within Eagle Crossing.

No large commercial vehicle, van, truck or like equipment shall be parked, placed or used on any lot, or within any street, alley or easement adjacent to any lot, in any manner which creates a nuisance or unsightly condition. Should any Unit Owner fail to remove such vehicle, a violation letter will be sent in accordance with the Eagle Crossing Homeowner Association's covenant enforcement procedure. If the Unit Owner does not timely respond to the covenant enforcement letter, then the Eagle Crossing Homeowner Association may have the vehicle removed at the Unit Owner's expense. A vehicle shall be deemed to create a nuisance when, in the opinion of the Executive Board, its presence offends the reasonable sensibilities of the occupants of the neighborhood.

No inoperable vehicles shall be parked or maintained upon any lot, or within any street, alley or easement adjacent to any lot. A vehicle temporarily inoperative and held for repair by the Unit Owner or under the Unit Owner's direction for a period not to exceed thirty (30) days (subject to the availability of parts) shall not be considered in violation of this provision. A vehicle which is otherwise operable but is not used or moved for a period of more than thirty (30) days may be considered a nuisance vehicle for the purposes of this provision.

Unlicensed motorized vehicles, including, but not limited to scooters, snow machines, ATVs and other off-road vehicles, including, but not limited to, three- and four-wheelers, off-road motorcycles and Argos, shall not be operated on Eagle Crossing's Property, streets or utility easements. (AO 09.42.020)

8. Nuisances : No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be, or may become, a nuisance or cause unreasonable embarrassment, disturbance or annoyance to other owners in the enjoyment of their lots. Repair or restoration of any motor vehicle, boat, trailer, aircraft or other vehicle shall be considered a nuisance unless the activity is conducted in a properly enclosed or screened area and in accordance with Section 7.

9. Pet Regulations: No animals, livestock or poultry of any kind shall be kept in any Unit or any Limited Common Element of any Unit, except that domestic dogs, cats, birds inside bird cages or other normal household pets may be kept as household pets provided they are not kept, bred or raised for commercial purposes (including, but not limited to, use for sporting purposes such as dog sled competition) and in unreasonable quantities. Except as otherwise provided in writing by the Executive Board, no more than two dogs, or one dog and one cat, or two cats may be kept in any Unit or any Limited Common Element of any Unit, except for a litter of dogs or cats up to sixteen (16) weeks old. No vicious dog (as defined by the ordinances of the Municipality of Anchorage) shall be kept by any Unit Owner. The Association shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Executive Board, a nuisance to any other Unit Owner. All pets shall be chained, fenced or otherwise restrained at all times. No pet shall be allowed to run freely. Any Unit Owner shall be liable to each and all other Unit Owners, and their families, guests and invitees, for any damage to person or property caused by any pets brought or kept upon the property by a Unit Owner, or his/her family members, guests, licensees or invitees.

10. Rubbish: Trash, garbage or other waste shall be disposed of only through a household garbage disposal or wrapped in a secure package and deposited into a designated trash container. All trash containers must be screened, with the exception that on the day designated by the ordinance, resolution or contract for the pickup of garbage at such Unit, patrons of a garbage pickup service may place such containers bearing trash and garbage upon the end or side of the Unit fronting the street on which the garbage is picked up. No lot shall be used or maintained as a dumping ground for rubbish. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. There shall be no exterior fires whatsoever, except barbecue fires contained within appropriate receptacles.

11. Signs :

a. No sign shall be erected or maintained on any residential lot until such sign has been approved as to design and appearance by the Executive Board, except that not more than one (1) FOR SALE or FOR RENT sign may be placed by the Unit Owner or a licensed real estate broker and not more than three (3) political signs may be placed by the

Unit Owner that does not exceed twenty-four inches (24") in height and thirty-six inches (36") in width, not including any post used to hang the sign. Political signs are permitted six (6) weeks prior to an election and must be removed by the Unit Owner within forty-eight (48) hours after the election.

b. Notwithstanding the above paragraph, a permanent entrance sign may be placed on the property by Declarant or the Association. Nothing in this section shall impair the Declarant's reserved rights under the Declaration with regard to signs.

12. Maintenance and Installation: Every Unit Owner shall:

a. Maintain the dwelling, as well as any decks, outbuildings, fences and other site improvements, in good condition and repair;

b. Maintain in attractive and viable condition landscaping and/or the natural flora on the lot and the adjacent unpaved public right-of-way;

c. Maintain the exterior surfaces of all dwellings, accessory structures and other site improvements in a workmanlike manner, using proper methods, materials and standards; and

d. Remove snow and ice from sidewalks where sidewalks are adjacent to the lot.

In the event a Unit Owner fails to perform in accordance with the requirements of this paragraph 12, the Association may hire contractors or others to perform the necessary services. The cost of those reasonable services will become an assessment levied by the Association, and the Unit Owner shall become liable for the costs incurred by the Association.

13. Outside Installations: A Unit Owner may install (a) one standard television antenna which shall (i) not exceed a total height of ten (10) feet from base to top of mast and (ii) be building-mounted, or (b) a satellite dish which shall (i) be placed in a non-conspicuous place and (ii) be building-mounted. Otherwise, a Unit Owner must first obtain the written approval of the Executive Board before placing any other outside radio or television pole or antenna, satellite dish or other similar installation of any nature. No air conditioning or other machine shall be installed on the exterior, or be allowed to protrude through the walls or roof, of any building or of any other improvement on the lot without the prior written approval of the Executive Board. No basketball standards or other athletic fixtures shall be attached to any residence or improvement on any lot without the prior written approval of the Executive Board.

14. Oil and Mining Operations: No oil or gas drilling, development operations, refining, quarrying or mining operations of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot. No surface entry will be permitted and no extraction of minerals will be permitted from a lot.

15. Water: No individual well or water system shall be installed on any lot. All Unit Owners purchase subject to the requirement that they take water from the public supplier, namely Anchorage Water and Waste Water Utility. Such system shall be constructed in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation and the Municipality of Anchorage, Water and Waste Water Utility.

16. Sewer: No individual sewage-disposal system shall be installed on any lot. All Unit Owners purchase subject to requirements that they use the sewage disposal system installed. Such system shall be constructed with requirements, standards and recommendations of the Alaska Department of Environmental Conservation and the Municipality of Anchorage, Water and Waste Water Utility.

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

18. Subdivision: A Unit may not be subdivided into smaller units.

19. Time Sharing Plan: Conveyance of a Unit pursuant to a time-sharing plan is prohibited.

20. Unit Leasing: Any Unit Owner may lease his/her Unit to a third party, but such a lease arrangement must be in writing, must provide that the tenant agrees to comply with the terms of the Documents (as defined in Section 1.17 of the Declaration), must provide that the failure to comply in all respects with the Documents shall be a default under the terms of the lease, must be for a term of more than sixty (60) days, must not be for transient or hotel purposes (other than a bed and breakfast in accordance with Section 11.2 of the Declaration). Any Unit Owner who wishes to lease his/her Unit to a third party must submit a copy

of the lease to ECHOA's property manager.