

**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
WOODFIELD PARK ESTATES PLAT # 2001- 65**

This declaration made this the 15 day of July, 2001, by Woodfield Development, Inc., an Alaskan corporation, which is the sole owner of Woodfield Park Estates Subdivision, with the mailing address of P.O. Box 875169, Wasilla, Alaska 99687, hereinafter referred to as "Declarant."

**RECITALS**

- A. Declarant is the owner of certain real property in the Palmer Recording District, Third Judicial District, State of Alaska, more particularly described on the attached Exhibit A (the Woodfield Park Estates described on Exhibit A are hereinafter referred to as the "Subdivision").
- B. Declarant desires to subject or impose upon the subdivision certain covenants, conditions, and restrictions for the development and benefit of the Subdivision and its present and subsequent owners.
- C. The power to enforce such covenants, conditions, and restrictions is to lie with the Woodfield Park Estates Homeowner's Association, a non-profit corporation organized under the laws of the State of Alaska (the "Association").

NOW, THEREFORE, Declarant hereby declares all of the Subdivision shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements and reservations (sometimes referred to herein collectively as "Covenants, Conditions and Restrictions"), for the purpose of protecting the value and desirability of and to run with the property and be binding on, and inure to the benefit of all persons now or hereafter having any right, title or interest in the Subdivision.

**Article 1  
DEFINITIONS**

**Section 1.1.** "Association" shall mean and refer to the Woodfield Park Estates Homeowner's Association, its successors and assigns.

**Section 1.2.** "Common Expenses" shall mean expenses for which owners may be assessed pursuant to Article 6 herein.

**Section 1.3.** "Declarant" shall mean and refer to Woodfield Development, Inc., an Alaska corporation, and their respective successors and assigns, in whole or in part, who acquire more than one undeveloped lot, subject to regulation by the Association, for

the purpose of development of such lots for sale, in the ordinary course of business, as improved lots.

**Section 1.4.** "Lot" shall mean and refer to any plot or Parcel of land shown upon and recorded subdivision map of the property.

**Section 1.5.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of (I) a fee simple absolute interest, (ii) undivided portion or part of a fee simple absolute interest, or (iii) leasehold interest (including extension options) of 40 years or more, in any lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 1.6.** "Property" shall mean and refer to the Woodfield Park Estates described on the attachment Exhibit A.

**Section 1.7** "Residential Unit" shall mean and refer to the lots, forming part of the Property intended for use and occupancy, under independent ownership, as a single family residence, and shall unless otherwise specified, include within its meaning only single family detached houses on the separately platted lots, and may be developed, used and defined herein.

## Article 2

### **NAME AND TYPE OF COMMON INTEREST COMMUNITY AND ASSOCIATION**

**Section 2.1.** The name of the Common Interest Community is Woodfield Park Estates, which is a planned community. The name of the Association is Woodfield Park Estates Homeowner's Association.

## Article 3

### **MEMBERSHIP**

**Section 3.1.** **Membership.** Every owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment. The membership of each lot owner shall terminate when he or she ceases to be a lot owner and upon the sale, transfer or other disposition of such lot, his or her membership in the Association shall automatically be transferred to the new Lot owner. The Association may issue certificates evidencing membership therein.

**Section 3.2.** **Voting Rights.** The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall, however, be exercised as the multiple owners among themselves determine, but in no event may more than one vote be cast with respect to any Lot. The Declarant shall not be a Class A member until the Class B membership of Declarant ceases and becomes converted to Class A membership.

Class B. Class B member(s) shall be the Declarant plus its successors and assigns, in whole or in part, who acquire more than one undeveloped Lot, subject to regulation and assessment by the Association, for purposes of development of such Lots for sale, in the ordinary course of business, as improved Lots for sale. Each such person shall be entitled to three (3) votes for each Lot owned. The Class B member shall cease and be converted to a Class A membership on the earlier to occur of the following events:

- (a) when the total votes outstanding in Class A membership equals the total votes in the Class B membership, or
- (b) two years after all declarants have ceased to offer units for sale in the ordinary course of business, or
- (c) two years after any right to add new units if any was last exercised.

#### Article 4 PROPERTY RIGHTS

Every owner of a Lot shall have a right and easement of enjoyment in and to the Common Area, if such areas are so designated. Such easements shall be appurtenant to and shall pass with the title to every Lot. Such easements shall be subject to the following provisions:

- (a) the right of the Association to charge reasonable admission or other user fees for the use of any recreational facility situated upon or in the Common Area ("optional user fees") and to promulgate and enforce reasonable rules and regulations for the use of the Common Area:
- (b) the right of the Association to dedicate or transfer all or part of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by

the owners. No such dedication or transfer shall be effective; however, unless an instrument agreeing to such dedication or transfer approved by eighty percent (80%) of each class of members has been recorded.

## **Article 5**

### **BOARD OF DIRECTORS**

The Board of Directors shall consist of three (3) members. The initial Board of Directors shall be designated by the Declarant which Board shall continue in office until Declarant has sold sixty-seven percent (67%) of the Lots in the Subdivision. The Directors elected to replace the initial Board shall be elected in the manner provided in bylaws adopted by the Association.

The Board of Directors may act in all instances on behalf of the Association, except as provided in this Declaration, the Articles of Incorporation, the By-laws or any applicable statutory law. The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Association allowed by law which shall also include, but not be limited to, the following:

- (a) Collect assessments from owners;
- (b) Institute, defend or intervene in litigation, administrative proceedings or seek injunctive relief for violations of the Association's Declarations or By-laws in the Association's name or behalf of the Association or two or more owners on matters affecting the Association;
- (c) Make contracts and incur liabilities, including the right to hire professional managers, accountants, lawyers and other independent contractors to carry on the affairs of the Association;
- (d) Administer, regulate, operate, repair and maintain the Common Area, streetlights, U.S. Postal Boxes, and the area around and including the entry way sign.
- (e) Provide for the indemnification of the Association's officers and Board of Directors and liability insurance;
- (f) Impose a reasonable charge for late payment of assessments and, after notice to the relevant owner and the opportunity for such owner to be heard, levy

a reasonable fine for any violations of this Declaration and By-laws, whether such violations be related or unrelated to assessments; such charges and fines may be imposed on a continuing basis until the relevant violation is cured;

- (g) Acquire, take title and hold, encumber or convey in its own name any right, title, or interest to real estate or personal property.
- (h) Levy assessments, enter upon and undertake any landscaping in a landscape or buffer easement disclosed on the plat or individual lot title reports that the Association deems beneficial for the appearance of the subdivision, including to promote uniformity of appearance; and
- (i) Transfer any or all powers of the Association to a Master Association under the terms and conditions of the Common Interest Ownership Act, AS 34.08.010, et seq.

## Article 6

### **COVENENT FOR MAINTENANCE & ASSESMENTS**

**Section 6.1. Creation of the Lien and Personal Obligation of Assessments.** Each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges, and (2) special assessments, such assessments to be established and collected as hereinafter provided. The regular and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

**Section 6.2. Purpose of Assessments.** The assessments or charges levied by the Association shall be used exclusively for the purpose of directly and indirectly promoting the esthetics, recreation, health, safety, enjoyment, and welfare of the owners of Lots and for the construction, improvement and maintenance of improvements, services and facilities devoted to such purposes. The assessments shall include an adequate reserve fund for maintenance, repairs and replacement of those elements, if any, of the Common Area which must be replaced on a periodic basis and are payable in regular installments rather than by special assessments. Notwithstanding the foregoing, owners may be required to pay certain fees ("optional user fees") for services provided by the Association to an individual Lot at the request of the owner so long as

the amount of such fees is designated and known to the owner prior to the service being provided and the owner voluntarily agrees to such payment.

**Section 6.3. Budgets.** The Board of Directors shall adopt a proposed budget for the Association, which shall establish the amount of assessments due pursuant to this Article. Within thirty (30) days after adoption of the proposed budget, the Board of Directors shall provide a summary of the budget to each owner and shall set a date for a meeting of the owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after the mailing of the summary. If the proposed budget is rejected, the terms of the periodic budget last approved continues until the owners ratify a budget proposed by the Board of Directors.

**Section 6.4. Date of Commencement of the Annual Assessment; Due Dates.** The annual assessments provided for herein shall commence as to all Lots on September 1, 2001 unless the Declarant elects to continue to bear the cost for the operating expenses of the Association, whereupon the commencement date shall be postponed on an annual basis. Prior to the commencement of annual assessments, Declarant shall bear the cost of the operating expenses of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall thereafter fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period in an amount not in excess of the maximum assessment allowable under section 6.5 of this Article. Written notice of the annual assessment shall be sent to every Lot owner subject thereto. The due dates shall be established by the Board of Directors, which may also provide for the payment of such assessment on a monthly or other periodic basis. The Association shall, upon demand, and for a reasonable charge, furnish to any Lot owner liable for an assessment a certificate signed by an officer of the Association setting forth whether the assessments on the property owned by such Lot owner have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**Section 6.5. Limitation on Assessments.** The maximum annual assessment, which may be levied against any Lot, exclusive of optional user fees, and insurance premiums paid by the association, will not exceed \$120 unless authorized by the Board of Directors. Adjustment in the maximum annual assessment shall be determined by the Board of Directors.

**Section 6.6. Rates of Assessment.** Assessments shall be fixed at a uniform rate for all Lots; provided, however, fees, charges, fines (whether such be related or unrelated to assessments), late charges, collection cost, and interest charged may be assessed solely against the Lot and Lot owner to which they are attributable.

**Section 6.7. Effect of nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate established by the Board of Directors. The Association may bring an action at law against the owner personally obligated to pay the

same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his lot.

**Section 6.8. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due on from the lien thereof.

**Section 6.9. Re-Sale Certificates, Public Offering Statements, and Transferee Fees.** Upon transfer of ownership of any Lot, or Lots, the Declarant will issue a Public Offering Statement to the new owner, which at a minimum will include a copy of the Recorded Declaration of Protective Covenants, Conditions and Restrictions for Woodfield Park Estates. Once the Home Owners Association is activated, a Public Offering Statement will be required with the purchase and transfer of ownership of any Lot or Lots within the Subdivision. When the ownership of property changes thereafter, with or without a residence built on the lot, a Re-Sale Certificate will be required. There will be a \$100 transfer fee for Public Offering Statements and Resale Certificates, and the new owner will be provided: (i) a copy of the Recorded Declaration of Protective Covenants, Conditions and Restrictions, and any amendments thereto; (ii) as well as a copy of the financial statement for the Home Owners Association; (iii) and the minutes of the most recent meeting of the Association.

## Article 7

### **ARCHITECTURAL CONTROL COMMITTEE**

**Section 7.1. Architectural Control Committee.** Declarant shall establish an Architectural Control Committee (the "Committee") consisting of not less than two, nor more than five members. Declarant shall appoint all of the original members of the Committee and replacements so long as Declarant is the owner of any portion of the properties described herein. Upon termination of Declarant's interest in the Properties the members of the Committee shall be selected by and shall serve at the pleasure of the Board of Directors of the Association, which may, in its discretion, assign all such powers to the Board and disband the Committee. The initial Committee is composed of Greg Strong and/or Janice Strong of P.O. Box 875169, Wasilla, Alaska 99687. The Corporate telephone number is (907) 745-9096.

**Section 7.2. New Construction, Modifications or Alterations.** The Committee shall govern the design, development, architecture and construction of land improvements, residences and any other improvements, upon all or any portion of the property. No building, structure, fence or other improvement (including regrading of the site), shall be constructed, modified, placed, erected, repainted, altered or made without the express approval of the Committee. Once a particular plan, work of improvement, or

project, has been approved by the Committee, any work or construction shall be performed in strict conformance with the plan, work or project submitted to and approved by the Committee. No permission or approval shall be required to rebuild a residence or ancillary structure in substantial accordance with the original design and construction, or to remain in accordance with the originally approved color scheme, or to repaint or remodel the interior of any residence.

**Section 7.3. Architectural Review Procedures.** Thirty (30) days prior to the start of any construction activity, including clearing or grading a site, a complete application for review by the Committee shall be delivered to:

Woodfield Development, Inc.  
Attn: Architectural Control  
P.O. Box 875169  
Wasilla, Alaska 99687  
(907) 745-9096

The application shall include the name, address and telephone number of the landowner seeking approval and two complete sets of specific plans showing the proposed construction and location. The materials provided shall include at least:

- A. The nature of the improvements sought, its kind, shape and height and materials proposed;
- B. A site plan showing existing and proposed topography, site improvements and property lines;
- C. Building or structure plans, including all exterior elevations and total square footage; and
- D. A schedule showing the type, colors and texture of all materials visible from the property line and adjoining residences. Samples may be required to demonstrate the appearance of the proposed improvements. Upon receipt of a submission, the Committee may request additional information deemed necessary in order to perform a proper review of the proposal.

Within thirty (30) days of receipt of all necessary materials, the Committee shall act to approve or disapprove the proposal. In the event that Committee fails to notify the applicant within thirty (30) days, the proposal shall be deemed approved. Notification may be delivered orally, to be followed with written confirmation.

All applicants are hereby notified that approval may be subject to conditions requiring a change in the proposal (for instance, relocation of a structure, change in site grading or exterior siding, etc.), therefore absolutely no construction or land clearing is permissible without the express approval of the committee.

The committee review does not imply any review of the adequacy of plans or specifications for strength, suitability or durability, including structural design. Neither the Declarant nor the Committee shall be responsible for any defects in any building or structure erected in accordance with such plans and specifications; the purpose of the controls reserved hereby being to insure the conformity and harmony of such building and structures as to quality, external design and location in relation to surrounding structures and topography.

All materials submitted to the Committee will be retained in the Committee files. Upon completion of construction, the owner will provide an as-built survey to the Committee for retention in its files.

Any change to the approved plans that affects the outside appearance, grade or location, before, during or after the construction of any structure must first be submitted to the Committee for approval.

**Section 7.4. Dwelling Quality, Style and Size (Bluff and Non Bluff)**

No dwelling shall be permitted on any "bluff" lot that is smaller in size than 1,850 square feet for a two story home or 1650 square feet for a single story or a "ranch" of gross floor area for building/living space, excluding porches, garages, covered patios or sun-decks, nor more than two and one-half (2 ½) stories in height, unless the Committee expressly waives the size requirements. Any such waiver will be granted only if the proposal substantially conforms with the letter and intent of these Declarations, Covenants and Restrictions and the finished appearance contributes to the appearance of the entire neighborhood. "Non Bluff" homes must be a minimum of 1500 square feet for a single story or "ranch" home, or at least 1650 square feet for a two story home. All of the previous square footage exceptions, as defined above, are applied to these homes as well. All dwellings must have a two-car garage of at least 440 square feet minimum. No Dome style, or manufacture/mobile homes, or homes with flat roofs or other styles considered radical will be allowed in the subdivision.

**Section 7.5. Exterior Appearance, Colors and Materials.** To ensure the development of the Subdivision as a subdivision of high standards, the Committee shall be responsible for approving exterior colors to promote a pleasing and compatible neighborhood appearance. In doing so, the Committee shall have the power to approve any exterior color and/or trim before application, and may refuse to grant approval, and may make such exceptions to the choices as it deems appropriate without adversely affecting the overall appearance of the neighborhood. All sides of the home must have the same base and trim colors. Overly vibrant colors will be disallowed, as will color schemes which clash with the neighborhood's overall appearance. The Subject matter of approving materials is also the responsibility of the Committee. Clear lacquer or varnish

is discouraged as it does not withstand the harsh elements and tends to fade rapidly. Residents who elect such exterior finishes will be required to keep their properties in a high state of repair (Note: this usually requires refinishing approximately every 2-3 years). No owner of any lot or living unit shall alter the exterior color(s) of any structure situated within or forming part of such lots or living unit unless written application is submitted to and approved by written endorsement thereon by the Committee.

Exterior finishes shall be natural wood siding, OSB, real brick, real stone, cultured stone, designer block, vinyl, metal, stucco or any approved equal finish. Exterior colors shall be restricted to soft "earth tones" as determined by the Committee. The exterior colors must be approved by the Committee PRIOR to application of the paint. Siding materials commonly known as T 1-11 will not be approved on the side of any structure. "Non bluff" lots may use L-T Louisiana Pacific Smart Panel as an alternative. However, "non bluff" lots determined to be "corner" lots may not use this product on the end of the home facing the street. Those homes must use the same product as displayed on the front of the home, as mentioned above, on the end of the home facing the street. "Bluff" homes must use one the products identified in the first sentence of this paragraph uniformly on all sides of their home.

**Section 7.6. Mail Box/Mail and/or Newspaper Delivery Receptacle.**

The U.S. Postal Service requires the installation of central mailbox facilities in all new subdivisions. Each lot will be allowed to install one box for the delivery of newspapers. Newspaper delivery boxes must be provided by the newspaper publisher, and must not detract from the appearance of the Subdivision. The cost of each new property owner's key to their respective mailbox is \$75.00. Additional keys or replacement keys are \$35.00 each.

**Section 7.7. Placement of Structures.**

Placement of structures, setbacks, and the location of any and all man-made structures are subject to the approval of the Committee. No dwelling, deck, porch, or overhang or other portion of any structure may encroach into the area defined in the set back requirements. No permanent improvements, including but not limited to basketball hoops, volleyball or swing sets are allowed within a setback area without written approval by the Committee. The setback requirements are as follows:

Front lot line: Thirty (30) feet  
Side lot line: Fifteen (15) feet  
Rear lot line: Fifteen (15) feet  
MSB Public trail(s): Twenty five (25) feet

The Committee will generally not approve building setbacks, which are the same as the building setback on adjacent lots.

**Section 7.8. Completion of Construction.** Once commenced, any construction of a dwelling must be pursued to completion with diligence and continuity, and in no event shall such construction period exceed six (6) months, except for certain interior unfinished areas previously approved by the committee. During the course of construction, the owner or builder shall protect pavements, shoulders and utilities. No building may be occupied during the construction period prior to certification of occupancy.

**Section 7.9. Landscaping.** It is the intent of Declarant to require landscaping to be completed promptly after construction is complete. All walks, driveways and parking areas shall be paved or similarly improved with black top or brick. Vegetable gardens in the front yard of a lot require approval of the Committee. No owner shall be permitted to completely clear a lot where standing trees of size and beauty exist. Space may be cleared for construction and trees may be thinned, so long as maximum natural beauty and aesthetic value of such trees are retained. Trees will be removed by hand to keep damages to surrounding trees to a minimum, and the stumps may then be removed by power equipment.

**Section 7.10. Utility Lines, Aerials and Antennas.** All electrical service, telephone lines and television cable shall be placed underground. No short wave antennas, transmitters, broadcast TV antennas, or base stations for two-way ham radio or other radios are permitted.

**Section 7.11. Water and Sewer.** Each lot will have their own water well, and septic waste system. All such systems must meet minimal DEC standards.

**Section 7.12. Fences.** No fences or wall shall be erected until the plans are approved in writing by the Committee as to quality of workmanship and materials. No fence shall exceed six (6) feet in height. All fences must be properly maintained as an attractive addition to the lot. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet 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 point 25 feet 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.

**Section 7.13. Temporary Structures.** No temporary structure, boat truck, trailer, camper or recreational vehicle of any kind shall be used as a living area while located on the property; however, trailers or temporary structures for use incidental to the initial construction of improvements may be used thereon but shall be removed within a reasonable time after completion of construction on the project. No playground equipment, playhouses, tree forts, swings, slides, trampolines may be placed in the front yards of any property.

## Article 8

### **RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS**

**Section 8.1. Land Use and Building Type.** No lot shall be occupied or used for any purpose other than a single family residence except that professional or business uses may be conducted in a dwelling provided said use must be incidental to the use of the dwelling for residential purposes. Further, non-residential activities must comply with governmental regulations addressing home occupations, no signs may indicate in any way that street traffic, substantial or insubstantial, is permissible. No out houses of any kind, tent, shed or trailer, or any temporary dwelling, shall be erected or maintained on any lot or be used for living purposes, nor shall any garage be used for dwelling purposes. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than;

- A. One detached single-family dwelling (exclusive of one-bedroom in-law apartments). Each and every dwelling must have an enclosed garage capable of housing at least two large automobiles.
- B. Fences, gates and associated structures.
- C. A dog house and/or fenced run
- D. One (1) ancillary structure, the exterior of which must be finished in harmony with the dwelling and approved by the committee as provided herein. This structure may be utilized as a green house or storage structure.

None of the items listed above may be constructed, installed, placed or made without the express written approval of the Committee, which in the Committee's sole discretion, may be denied.

**Section 8.2. Nuisances.** No noxious or offensive activity shall be conducted 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. No vehicles or equipment shall be parked or placed in a public right-of-way for more than 12 hours. No vehicle or equipment owned by a resident or owner shall be placed on a public street within the subdivision for more than 24 cumulative hours in a week.

**Section 8.3. Commercial Vehicles.** No commercial vehicles or similar construction equipment shall be parked, placed, erected, or maintained on any lot for any purposes except during the period of construction.

**Section 8.4. Vehicles, Boats, Campers, etc.** Extra vehicles, inoperable or otherwise, including but not limited to automobiles, or trucks not used at least twice weekly, campers, boats, recreational vehicles, snow-machines or other machinery shall be kept in a garage or other structure suitable for such purpose.

Proposals to store operational motor homes and boats, only, alongside garages or other structures will be evaluated by the Committee on a case-by-case basis provided that such proposals contain, at a minimum, the construction of a suitable pad which shall either be paved or similarly improved, or contain at least 4 inches of gravel fill. The purpose of this provision is to keep unsightly equipment, whether frequently used or unused, out of sight to the greatest extent possible.

**Section 8.5. Pets, Livestock and Poultry.** No animals that are normally wild in their natural state, or have been bred with animals that are normally wild, including without limitation “Wolf Hybrids”, shall be kept on any lot. No animals, livestock, or poultry shall be kept on any lot except that domestic dogs, cats, fish and birds inside bird cages may be kept as household pets provided they are not kept, bred, or raised therein for commercial purposes or in unreasonable quantities. No more than two dogs and / or two cats may be maintained on the premises. All animals must be kept on the owner’s property, either chained, fenced or otherwise restrained at all times, and will not be allowed to roam freely.

**Section 8.6. Garbage and Refuse Disposal.** Trash, garbage, or other waste shall be disposed of only by depositing same into designated trash containers. All trash containers must be kept in a clean and sanitary condition within the garage or storage shed, except for garbage “pick up” purposes.

**Section 8.7. Signs and Lighting.** No sign of any kind shall be displayed to the public on any lot or residential unit except one sign of not more than five square feet advertising the property for sale or rent, or signs by a builder company or by Declarant, to advertise the property during the construction sales period. Declarant reserves the right to place one or more permanent signs of any size and related monument at or near the entrance of the subdivision. NO ONE IS TO PLACE ANY “FOR SALE”, MODEL HOME”, “OPEN HOUSE” or “GARAGE SALE” sign(s) in the common area entry of the Subdivision at any time. Such marketing materials will be immediately removed and disposed of. Woodfield Park Estates will have street lighting. The maintenance and repair of said lighting and any entryway lighting will be borne by the Home Owner’s Association. As street light locations are identified on specific lots the Declarant shall have the right to receive an easement to the light pole and its supporting pad. This will insure the proper maintenance to the subdivision’s lighting with no responsibility for the same on the individual property owner. Such easement will be granted freely by the Lot owner to the Declarant or the Home Owner’s Association upon request.

**Section 8.8. Natural Resource Extraction.** No natural resource extraction operation of any nature shall be permitted within the subdivision.

**Section 8.9. Windows and Facades** No garments, rugs, sheets, or foil shall be hung from in windows of the improvements to a lot. Only customary curtains or shades or draperies, or stained glass or some combination thereof, visible from the exterior of the improvements to a lot shall be used.

**Section 8.10. Maintenance.** The owner of each residential unit or lot within the property shall maintain said residential unit in a neat, clean and presentable condition, and shall keep all weeds abated, and landscaping well maintained.

**Section 8.11. Storage Tanks.** No storage tanks are permitted on or beneath any lot at any time, except for one (1) water tank, or two (2) water pressure tanks which shall be installed in the garage or crawl space.

**Section 8.12. Repairing, Dismantling or Assembling.** No repairing, dismantling or assembling of any vehicle, boat, snowmobile or any other power driven machines will be permitted on any lot in view of any other lot.

## Article 9

### **PROTECTION OF MORTGAGES**

**Section 9.1. Prior Written Approval.** Anything herein or in the By-laws to the contrary notwithstanding, except upon prior written approval of seventy-five percent (75%) of the institutional holders of first mortgages or Deeds of Trust, encumbering one or more of the individual Lots within the property, neither the Association nor the owners shall:

- A. by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common area owned, directly or indirectly, by such Association, except that the Declarant and the Association shall have the right to grant and relocate easements for utilities, mail boxes, entryway sign, street lights and similar purposes as elsewhere provided in this Declaration;
- B. change the method of determining the obligations, assessments, dues or other changes which may be levied against the owner of a Lot;
- C. by act of omission, change waive or abandon any scheme or regulations, or enforcement's thereof, pertaining to (i) the design review, (ii) the exterior appearance, (iii) the maintenance of the Common Area, or (iv) the upkeep of lawns and plantings, in the Subdivision.
- D. fail to maintain the extent reasonably required, fire and extended coverage on insurable improvements located in the Common Area, on a current replacement cost basis, in an amount not less than one hundred percent (100%) of the insurable value;

- E. use hazard insurance proceeds for losses to any Common Area improvements for other than the repair, replacement, restoration or reconstruction of such Common Area improvements; or
- F. materially amend this Declaration, the By-Laws of the Association or the Articles of Incorporation of the Association.

**Section 9.2. Written Notice to Mortgagees.** A holder or insurer (or designee) of a first mortgage on one or more Lots, upon written request to the Association (such request to state the name and address of such holder or insured or designee plus a legal description of the Lot or Lots) and the filing of a true copy of the mortgage with the Associate, will be entitled to timely written notice of;

- A. any default in the Lot Mortgagor's obligations under these Declarations, the By-Laws of the Association, or the Articles of Incorporation of the Association not cured within thirty (30) days of the date of default and the mortgagee, at its option, may pay delinquent expenses;
- B. any damage to the Common Areas and related facilities that exceeds \$10,000.00 and any damage to a Lot covered by a first mortgage in excess of \$10,000.00.
- C. all meetings of the Association (each mortgagee may designate a representative to attend all such meeting); and
- D. any condemnation proceedings or proposed acquisition by eminent domain affecting the Properties.

**Section 9.3. Information Available to Lienholders.** The holders of first mortgages on one or more Lots shall have the right to examine the books and records of the Association and may, upon written request, require the submission of annual reports and other reasonably pertinent financial data, provided, however, any inspection of such books and records shall be conducted during normal business hours. In any event, such holders of first mortgages shall be entitled to receive upon written request to the Association, an annual financial statement for the Association within ninety (90) days to one hundred twenty (120) days following the end of any fiscal year of the Association.

**Section 9.4. Priority of Damage or Destruction to Lot or Common Area.** Anything herein or elsewhere to the contrary notwithstanding, no Lot owner of a Lot or other person will be entitled to any priority over a holder of a first mortgage on a Lot with respect to any distribution of any insurance proceeds, as a result of interpretation of the Declaration, or the Articles of Incorporation, or By-Laws of the Association.

**Section 9.5. Priority on condemnation Proceedings.** If any Lot or portion thereof, or the Common Area, or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding no provisions of this Declaration, nor the By-Laws of the Association, nor of the Articles of Incorporation of the Association, shall be deemed to entitle the Lot owner of a Lot, on any Lot to distribution of any award or settlement of such proceedings.

**Section 9.6. Cure of Defaults.** The institutional holders of first mortgages encumbering Lots may jointly or singly (i) pay taxes of other charges in default that may or have become a charge against the Common Area and (ii) pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Area. Upon the making of such payments, such "institutional holder" shall be entitled to immediate reimbursement from the Association.

## **Article 10**

### **LIMITED RIGHTS AND EASEMENTS OF DECLARANT**

**Section 10.1. Reservations, Easements.** Declarant intends to develop and market, from time to time, the Subdivision. Development may include both site or land development and construction. To assure Declarant's ability and right to develop and market the Subdivision without hindrance of interference, in addition to all other rights, easements and reservations in favor of Declarant herein established or reasonably implied therefrom, and not by way of limitation, the following provisions shall apply in accordance with Borough and State law:

- A. Declarant may maintain sales offices, "model homes", signs and other reasonable marketing facilities for the purpose of selling lots (improved or unimproved) in the Subdivision.
- B. During actual development and construction, Declarant may use, and store, development and construction equipment and materials (including temporary storage and construction office space) on or about the property except lots owned by an owner other than the Declarant.
- C. None of the provisions of Article VI or VII above shall (i) apply to, (ii) restrict, or (iii) unreasonably hinder Declarant in the development, construction and marketing of the Subdivision.

## **Article 11**

### **EASEMENTS**

**Section 11.1. General.**

- A. Easements. Easements for installation and maintenance of utilities, landscape reserves, plus access and drainage facilities created or reserved, if any, are disclosed on Plat No. 2001-65 for this subdivision. Within such easement areas, no structure, planting or other material with the exception of grass or other acceptable ground cover, shall be placed nor permitted to remain, which may (i) damage or interfere with the installation and maintenance of utilities (ii) change the direction or flow of water, sewage or other substances, or (iii) obstruct or retard the flow of water through drainage channels in the easement areas. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for improvements that are the responsibility of a public authority or utility company. ALL LOTS are required to install culverts in their driveway easements to facilitate the flow of water during “break-up”.
- B. Entry. For the purpose of performing the maintenance, improvements and repairs provided for in these Declarations, and the reasonable inspection thereof, the Declarant, and its duly authorized designees, shall have the right at reasonable times and upon reasonable notice, to enter upon any lot or the exterior of any structure of improvements thereon, and such activity by them or any of them shall not give rise to any legal or equitable remedy against them or any of them, including but not limited to an action for trespass. Each owner shall permit such access within and under any building situated upon the owner’s lot for inspection, alterations, repair, removal, utility shut-off and maintenance.
- C. Conveyances. All Conveyances of lots hereafter made, whether by Declarant, or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to the provisions hereof, even though no specific reference to such easements appears in any such conveyance.

**Section 11.2. Specific.** The title Report on various lots may denote a recorded easement on behalf of the Home Owner’s Association. These respective easements will allow the Association access to either streetlights, and community mail lockers. Mentioned easements will be those of the Home Owner’s Association.

Article 12  
**GENERAL PROVISIONS**

**Section 12.1. Enforcement.**

- A. The Declarant, the Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- B. In any action to enforce the provisions of this declaration the prevailing party shall be entitled to recover actual reasonable attorney's fees and court cost.
- C. Establishing uniformity in the neighborhood is one of the goals of the provisions of this declaration. Since it is difficult to determine damages for the violation of this principal of uniformity over time, the prevailing party in any action to enforce the provisions of this declaration shall be entitled to recover liquidated damages in the amount of \$25.00 per day for each day the condition, which is the subject matter of the action to enforce exists, provided that any recovery against an Owner under this provision shall be for the benefit of and payable to the Association. Each violation of these covenants shall give rise to a separate liquidated damage recovery.
- D. This liquidated damage award shall increase, but not decrease, every five (5) years from the date of this Declaration to match the equivalent increase, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers: U.S. City Average, All Items 1967 equal \$100.00, issued by the Bureau of Labor for December 1991 as the price index figure. All other liquidated damage provisions, including but not limited to this Section 12.1 and Section 7.10, shall be adjusted in accordance with the provision.

**Section 12.2. Term.** The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of 35 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years, unless an instrument in writing signed by 67% of the then owners has been recorded within the year preceding the beginning of each successive period of 10 years, agreeing to, the amendment of said covenants, conditions and restrictions, in whole or in part.

- (i) the Declarant may amend the declaration at any time as allowed by the law;
- (ii) not less than 80% of the owners based upon one vote for each lot owned, if such amendment(s) is made during the initial 35 year period following recordation of this Declaration ;
- (iii) not less than 67% of the owners of lots, based upon one vote for each lot owned, if such amendment(s) is made after the end of such 35 year period.

**Section 12.4. Successors and Assigns.** Each of the covenants, conditions and restrictions set forth herein are intended to burden the property and all lots and residential units contained within the property. Each and every owner or any person having any interest in, or to, any portion of the property shall be bound by the covenants, conditions, and restrictions contained herein for the benefit of Declarant and the Property.

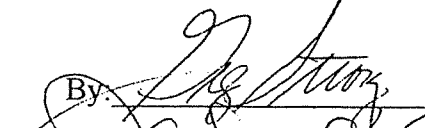
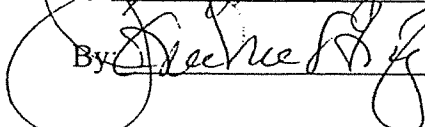
**Section 12.5. Statutory Coverage.** This Declaration does not comply with the Alaska Common Interest Ownership Act AS 34.08., etseq. In its entirety. Because of the limitations on assessments provided therein, full compliance with the Act is not required.

**Section 12.6. FHA/VA Approval.** As long as there is a Class B membership, the following actions require the prior approval of the Federal Housing Administration or Veteran's Administration: (i) annexation of additional properties deduction of the Common Area, the amendment of this Declaration of Covenants, Conditions, and Restrictions.

**Section 12.7. Severability.** Should any provisions or any portion hereof be declared invalid or in conflict with any applicable law, that provision shall be severable and the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

**IN WITNESS WHEREOF**, the undersigned, being the Declarant herein, has executed this Declaration this 24<sup>th</sup> day of July, 2001

Woodfield Development, Inc.

By:  Pres.  
 By:  V.P.