

Restrictions contained on the plat of Colonial Park as follows:

1. No structure shall be placed nearer than 25 feet from the right-of-way line of any public right-of-way.
2. No structure shall be placed nearer than 10 feet from any side lot line.
3. No structure may be placed upon any lot which shall have an elevation of the lowest floor including a basement of less than 3 feet above the highest known water elevation.
4. A residential lot shall contain only one single family residence, plus buildings accessory to the residential use, except as provided in Sec. 0.8.45.110(a), Matanuska Susitna Borough Ordinance Serial No. 73-6.
5. School bus service is presently available from the Palmer-Wasilla Highway.
6. All easements are 10 feet wide utility easements unless noted otherwise. An additional 5 foot wide clearing permit is also granted to utility companies adjacent to all utility easements.
7. Tract A is hereby reserved for the exclusive use and enjoyment of the property owners within this subdivision. Each lot owner shall have a 1/165th interest in said Tract A.
8. Tracts B, C & D are excluded from any building construction requiring on-site sanitary facilities without receiving prior written approval from the Matanuska-Susitna Borough and/or the State of Alaska, Dept. of Environmental Conservation or replatting to include area of tract with adjacent properties.
9. WATER SUPPLY & SEWAGE DISPOSAL - No individual water supply system or sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Alaska Dept. of Environmental Conservation. Approval of such as installed shall be obtained from said authority.

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

COLONIAL PARK SUBDIVISION

ARTICLE I
Definitions

Section 1. "Association" means the Colonial Park Owners Association (CPOA), an Alaska nonprofit corporation, and its successors and assigns.

Section 2. "Declarant" means The Land Company, an Alaska corporation, its successors and assigns (in whole or in part) if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 3. "Real Property" means the entire land area shown and described by the plat.

Section 4. "Plat" means Plat No. 76-40 on file in the office of the Recorder for the Palmer Recording District and any subsequent official plat(s) pertaining to Colonial Park.

Section 5. The word lot includes the word lots and the word tract includes the word tracts. Additionally, the word lot(s) encompasses and means:

- (a) the one hundred sixty-five (165) lots depicted on Plat No. 76-40 as identified by Arabic Block and Lot numbers, plus
- (b) Tract A, plus
- (c) Tract B, plus
- (d) Tract C, plus
- (e) Tract D.

and the word lot(s) encompasses and means each of such 165 lots and 4 tracts described herein.

Section 6. Words used in the present tense include the future tense.

Section 7. The singular number includes the plural.

Section 8. The word person includes a corporation, partnership, joint venture, association, tenants in common, tenants by the entirety, and trust.

Section 9. The term "shall" is always mandatory.

Section 10. "Common Area" means all real property to be transferred to and held or maintained by the Association, for the common use, enjoyment and benefit of the owners. Such Common Area will consist of Tract A, as shown on the Plat, plus all Roads depicted on the Plat, whether such roads have been or will be dedicated or conveyed to the Matanuska-Susitna Borough or other governmental unit for the use of the general public.

Section 11. "Easement Area" means the real property described in the attached Exhibit A, affected by an instrument captioned Easement, dated November 25, 1975, and recorded December 15, 1975, in Book 108 at Page 719, Palmer Recording District, wherein certain ingress and egress rights in and to Cottonwood Lake plus certain prescribed water recreational usages for the benefit of the owner(s) in Colonial Park were created.

Section 12. "Single-Family Dwelling" means a detached building constructed on a permanent foundation; designed for long-term human habitation exclusively by one family; having complete living facilities and constituting one dwelling unit.

Section 13. "Family" means one or more persons occupying a premise and living as a single housekeeping unit, as distinguished from a group occupying a rooming house, club, fraternity house or hotel.

Section 14. "Trailer or Mobile Home" means a detached single-family dwelling designed for long term human habitation and having complete living facilities; constructed and fabricated into a complete unit at a factory and capable of being transported to location of use on its own chassis and wheels and identified by a model and serial number by its manufacturer.

Section 15. "Two-Family Dwelling" means a detached building designed for or occupied exclusively by two families and constituting two family units.

Section 16. "Multiple-Family Dwelling" means a residential building designed for or occupied by three or more families, with the number of families in residence not exceeding the number of dwellings provided.

Section 17. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to a lot in Colonial Park, or the contract purchaser, in possession of a lot in Colonial Park.

Section 18. "Colonial Park" means the real property shown on the Plat.

Section 19. "Roads" shall mean and refer to all streets, thoroughfares, pathways, and rights-of-way depicted on the Plat.

Section 20. "Rural Business" means business activities intended to serve the needs of rural residential areas for professional offices, goods and services. Such activities are intended to include the following specific businesses only:

- (a) Private clubs and lodges.
- (b) Museums, historic and cultural exhibits, libraries and the like.
- (c) Day nurseries and kindergartens.
- (d) Hospitals, nursing homes, convalescent homes, homes for the aged, medical clinics, medical and dental laboratories, research centers, and the like.
- (e) Public, private and parochial academic schools.
- (f) Offices of physicians, surgeons, dentists, osteopaths, chiropractors and other practitioners of the healing sciences.
- (g) Accounting, auditing and bookkeeping services.
- (h) Engineering, surveying and architectural services.
- (i) Attorneys and legal services.
- (j) Real estate services and appraisers.
- (k) Stock and bond brokerage services.
- (l) Insurances services.
- (m) Photographic services.
- (n) Banks, savings and loan associations, credit unions.
- (o) General merchandise and dry goods stores.
- (p) Men's, women's and children's clothing and shoe stores.
- (q) Furriers.
- (r) Furniture and home furnishing stores.
- (s) Radio, television and music stores.
- (t) Household appliance stores.
- (u) Hardware and variety stores.
- (v) Sporting goods stores and bicycle shops.
- (w) Drug stores.
- (x) Book stores and stationery stores.
- (y) Retail food stores and liquor stores.
- (z) Restaurants, cafes and other places serving food and beverages.
- (aa) Catalog sales stores.
- (bb) Gift, novelty and souvenir shops.
- (cc) Photographers.
- (dd) Laundry and drycleaning establishments.
- (ee) Beauty shops and barber shops.
- (ff) Shoe repair shops and tailors.
- (gg) Motion picture theaters, drive-in theaters.
- (hh) Aircraft and marine parts and equipment stores.
- (ii) Farm equipment and garden supply stores.
- (jj) Automotive accessories, parts and equipment stores.

ARTICLE II Property Rights

Section 1. OWNERS' EASEMENTS OF ENJOYMENT. Every owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area and the Easement Area, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility(ies) situated upon the Common Area or the Easement Area or both, and to promulgate and enforce reasonable rules and regulations for the use of such facilities;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which an assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. DELEGATION OF USE. Any owner may assign, in accordance with the By-laws of the Association, his right of enjoyment to the Common and Easement Areas plus facilities thereon or therein to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III Membership and Voting Rights

Section 1. MEMBERSHIP. Every owner of a lot which is subject to regulation and assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a lot.

Section 2. ASSOCIATION VOTING RIGHTS. The Association shall have two classes of voting membership:

Class A: Class A members, each of whom shall be entitled to one vote for each lot owned, shall be the owners, subject to these limitations:

- (1) when more than one person holds such interest, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more

than one vote be cast with respect to any such lot; and

- (2) The Declarant shall not be a Class A member until the Class B membership of the Declarant ceases and becomes converted to Class A membership as herein provided.

Class B: Class B member(s) shall be the Declarant, who shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted into Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1978.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each lot in which it holds the interest(s) required for membership of Class A members.

ARTICLE IV Covenant for Maintenance Assessments

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each lot owned within Colonial Park hereby covenants, and each owner of any lot except Tract D by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association:

- (i) annual assessments or charges; and
- (ii) special assessments for capital improvements.

Such annual and special assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof, shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof shall also be the personal obligation of the person who is the owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the owners, and for the improvement and maintenance of the Common Area and the Easement Area plus any property, service and facilities devoted to such purposes.

Section 3. MAXIMUM ANNUAL ASSESSMENT FOR ASSOCIATION. Until January 1, 1978, the maximum annual assessment which may be levied by the Board of Directors of the Association shall be Forty-eight and no/100 dollars (\$48.00) per lot.

(a) From and after January 1, 1978, the maximum annual assessment which may be levied by the Board of Directors of the Association without a vote of the membership shall be adjusted in relation to the Consumer Price Index for the City of Anchorage, Alaska, issued by the Bureau of Labor Statistics of the United States Department of Labor, herein referred to as "price index figure"; provided, however, that in no way shall the maximum annual assessment be reduced to an amount less than \$48.00 per annum. The adjustment in the maximum annual assessment shall be determined as follows:

The price index figure for October, 1976, the price index figure for October of the year immediately preceding the year for which such adjustment is to be made, and the sum of \$48.00 shall be the basis upon which such adjustment shall be computed. The difference, if any, between the price index figure for October, 1976, and the price index figure for October of the year immediately preceding the year for which such adjustment is to be made shall be ascertained by subtracting the lesser from the greater of such figures. Thereafter such difference shall be divided by the price index figure for October, 1976, which will provide the percentage of change, if any, in the price index figure. If such percentage of change represents an increase, then the maximum annual assessment for the following assessment year shall be \$48.00 plus the sum derived by multiplying the sum of \$48.00 by such percentage of change.

In the event the Consumer Price Index issued by the United States Department of Labor be discontinued, or if there is a substantial change in the method of determining the price index figure from the base month of October, 1976, any other appropriate and suitable governmental index shall be used provided it offers a comparison between a period reasonably close to October, 1976, and the subsequent month being measured.

(b) From and after January 1, 1978, the maximum annual assessment may be increased above the amount otherwise allowable under (a) above, to a stated maximum amount, by

an affirmative vote of two-thirds (2/3rds) of each class of members of the Association who are voting on such resolution, in person or by proxy, at a meeting duly called for this purpose.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement located or to be located within the Common or Easement Area, or otherwise within its jurisdiction or control, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting, in person or by proxy, at a meeting duly called for this purpose by the Association. The Board of Directors of the Association may provide for the payment of such special assessment on a monthly basis.

Section 5. NOTICE AND QUORUM FOR ACTION AUTHORIZED UNDER SECTIONS 3(b) and 4. Written notice of any membership meeting called for the purpose of taking any action authorized under Sections 3(b) or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of both classes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all lots except that unimproved lots owned by the Declarant may be assessed at a rate of not less than one-half (1/2) of the rate fixed for improved lots.

Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein for the Association shall commence as to all lots on January 1, 1977. The first annual assessment(s) shall be for the calendar year January 1, 1977. 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 allowance under Section 3. Written notice of the annual assessment shall be sent to every 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 basis. The Association shall, upon demand and for a reasonable charge, furnish to any owner liable for an assessment a certificate signed by an officer setting forth whether the assessments on the property owned by each owner have been paid.

Section 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date as established by the Board of Directors shall bear interest from the due date at a rate of eight percent (8%) per annum. 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 or Eastment Areas or abandonment of his lot.

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any lot shall not affect the assessment liens; provided, however, the sale or transfer of any lot pursuant to a foreclosure, or other proceeding in lieu thereof, of any first mortgage or deed of trust, shall extinguish the liens of such assessments as to payments which became due prior to such sale or transfer, but not as to any assessments thereafter becoming due.

ARTICLE V

Restrictions on Use of Subject Property by Occupants - Land Use Restrictions

Section 1. LAND USE. Lots shall be used for those purposes only as are indicated in the following table for each specific lot in Colonial Park:

Category One (Single Family Only)	<u>Single Family</u>	<u>Two Family</u>	<u>Multi- Family</u>	<u>Rural Business</u>
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<u>Block</u>	<u>Lots</u> (inclusive)
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1	1-20	x
2	8-15	x
5	5-18	x
6	6-21	x
7	1-10	x
8	1-9	x
9	1-23	x
10	1-13	x
11	<u>1-19</u>	x

Total	132
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Tract D	x
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Category Two
(Single Family or Two
Family or Multi-Family)

<u>Block</u>	<u>Lots</u> (inclusive)			
3	1-3	x	x	x
4	<u>1-4</u>	x	x	x
Total	7			

Category Three
(Single Family or Two Family
or Multi-Family or Commercial)

<u>Block</u>	<u>Lots</u> (inclusive)				
2	1-7	x	x	x	x
3	4-9	x	x	x	x
4	5-8	x	x	x	x
5	1-4	x	x	x	x
6	<u>1-5</u>	x	x	x	x
Total	26, plus				

Tracts B and C	x	x	x	x
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Section 2. BUILDING LINE SETBACKS. No structure shall be placed within 25 feet from any public right-of-way; nor within 10 feet from any side lot line; nor within 75 feet from any platted meander line.

Section 3. WATER SUPPLY. No individual water supply system shall be permitted on any lot unless such a system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation. Approval of such a system as installed shall be the responsibility of the individual owner.

Section 4. SANITARY WASTE DISPOSAL. No individual sanitary waste disposal system shall be permitted on any lot unless such a system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Alaska Department of Environmental Conservation Title 18, Chapter 72, or such other regulations which may be promulgated by the State or local authority. Approval of such a system as installed shall be the responsibility of the individual owner.

Section 5. SIGNS. Except where rural business structures are permissible on a given lot, no signs shall be erected or maintained on any lot except:

- (a) one sign of not more than three square feet identifying lot owners or occupants, and
- (b) one sign of not more than six square feet, advertising a lot for sale or rent.

Nothing herein shall preclude Declarant or its sales agents from erecting and maintaining such temporary signs and structures as may, in the Declarant's judgment, promote the development and sale of lots or other interests in Colonial Park.

Section 6. PET REGULATION. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot for commercial purposes.

Section 7. WASTE MATERIAL. No trash, garbage, rubbish, refuse or other solid waste of any kind, including but not limited to inoperable automobiles, appliance(s) and furniture, shall be thrown, dumped, stored, disposed of or otherwise placed on any part of Colonial Park. Garbage and similar solid waste shall be kept in secure, sanitary containers well suited for that purpose. The owner or occupant of each lot shall be responsible for the disposal outside of Colonial Park of all such trash, garbage, rubbish, refuse or other solid waste.

Section 8. DRAINAGE. No owner shall change or cause to be changed or interfere in whole or in part with the natural drainage of the subject property without the approval of the appropriate governmental agency.

Section 9. VEHICLES AND STORAGE.

- (a) No recreational vehicles such as but not limited to, travel trailers, boat trailers and campers shall be permitted to remain on public dedicated right-of-way for in excess of 48 hours.
- (b) No vehicle shall be parked on the common area except those portions of it which have been specifically set aside and designated as parking lots.
- (c) No vehicle requiring significant rehabilitation or repair (herein sometimes referred to as a vehicle in an extreme state of disrepair) shall ever be parked or permitted to remain on any part of the common area or public right-of-way for more than 24 hours. A vehicle shall be deemed in an extreme state of disrepair when it is incapable of moving under its own power or, when in the opinion of the Board of Directors of the Association, its presence offends the reasonable sensibilities of the occupants of Colonial Park.

Section 10. OUTBUILDINGS. No basements, garages, sheds, shacks, outbuildings or impermanent structures, such as tents, shall be used as dwellings on any lot except with the written permission of the Board of Directors of the Association, and then only for such relatively short periods of time as may be specified in the written permit authorizing such use.

Section 11. USE. No lot shall ever be used in a fashion which

unreasonably interferes with the other lot owners' right to the use and enjoyment of their respective properties, or the other lot owners' right to the use and enjoyment of the Common Area. The Board of Directors of the Association shall determine whether any given use of a lot unreasonably interferes with those rights and such determination shall be conclusive.

Section 12. VEGETATION REMOVAL. No more than sixty percent (60%) of the area of any lot may be cleared of the vegetation present on the lot at the time of the purchase from the Declarant. No brush or trees shall be cut or removed from the Common Area unless deemed a hazardous condition by the Board of Directors.

Section 13. EASEMENTS. Easements for installation and maintenance of utilities are as set out or depicted on the recorded plat.

Section 14. CULVERTS. Each lot owner shall, at the time of driveway construction, provide a culvert, at the ditch crossing. The culvert must be a 12-inch (minimum) corrugated metal 10 gauge or equivalent pipe.

ARTICLE VI

Restriction on Use of Subject Property By Occupants - Building Use Restrictions

Section 1. DWELLING QUALITY AND SIZE. Any single-family residence on a lot shall contain a minimum floor area of 800 square feet exclusive of open decks (covered or uncovered), garages, sheds or other outbuildings.

Section 2. EXTERIOR. The exterior of any buildings constructed shall be completed within one year of the beginning of construction in order to present a finished appearance when viewed from any angle. The building area shall be kept reasonably clean during the construction period.

Section 3. PARKING. At the time a permanent dwelling is built, adequate off-street parking for at least to automobiles shall be provided on each lot.

Section 4. ENCROACHMENT. No buildings of any kind erected or maintained or suffered to be erected or maintained by the owner of a lot may trespass or encroach upon the Common Area. The Association shall have the authority to abate any such trespass or encroachment upon the Common Area at any time by appropriate self-help measure(s) without the necessity of commencing legal proceedings.

Section 5. ELEVATIONS. No structure shall be placed upon any lot with an elevation of its lowest floor, including any basement of less than three feet above the highest known water elevation.

Section 6. TRAILERS OR MOBILE HOMES. No trailers or mobile homes may be placed, maintained or occupied on any lot.

ARTICLE VII
General Provisions

Section 1. RESUBDIVISION. The area of the lots herein described shall not be reduced in size by resubdivision, except that (i) the owners of three contiguous lots may replat such lots by dividing the inner or middle lot, thus increasing the size of the two remaining lots, which shall then be treated for all purposes pertinent to these covenants as enlarged single lots and (ii) one or more lots may be resubdivided provided such replatting conforms to all applicable ordinances, rules and regulations of local authorities.

Section 2. ENFORCEMENT. The Association or any owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this Declaration. The failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. AMENDMENT. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then record owners of lots is recorded, declaring the subject covenants, conditions and restrictions are to be terminated or amended in whole or in part. This Declaration may be amended during the first twenty (20) year period as follows:

(a) at any time until and through December 31, 1978, the Declarant by a written instrument recorded in the Palmer Recording District may:

- i) subject to the approval of the appropriate platting authority, if any, change or lay out a new or discontinue any existing road, street, thoroughfare or way depicted on the plat, which is not necessary for ingress or egress to or from a lot owner's premises; or

- ii) make such further exceptions, amendments, and additions to these covenants, conditions and restrictions as it and the Board of Directors of the Association may reasonably deem necessary and proper; or both, and
- (b) at any time by a written instrument recorded in the Palmer Recording District, sixty-six and two thirds (66 2/3rds) of the lot owners, by an affirmative vote of two-thirds (2/3rds) of each class of members, may make such further exceptions, amendments, and additions to these covenants, conditions and restrictions as they deem appropriate.

Recorded June 11, 1976.

78-71

Base Copy

BOOK 0394 PAGE 594

AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS FOR COLONIAL
PARK SUBDIVISION

This is an Amendment to the following Declaration of Covenants,
Conditions and Restrictions for Colonial Park Subdivision as
recorded in the Palmer Recording District, Book 117, Page 865.

The Amendment is to Article V, Section 1; Category 3 being amended
to include Block 2, Lot 15 for a rural business, specifically a
greenhouse and garden supply. This Amendment will remain in effect
only for the period of time that David or Nancy MacFarlane own the
above property. If they jointly, or both, individually, transfer
ownership of Block 2, Lot 15, the change in the Covenants will no
longer apply to the new owner and the zoning will revert back to
the original residential zoning.

This amendment was put in effect by the affirmative vote of 110
of the 168 property owners of Colonial Park Homeowners (consti-
tuting more than the necessary two-thirds majority) and has been
certified by the current Board of Directors of Colonial Park
Homeowners Association.

STATE OF ALASKA)
) ss
JUDICIAL DISTRICT - THIRD)

On this 12th day of December, 1984, before me, the under-
signed, a Notary Public in and for the State of Alaska, duly commis-
sioned and sworn as such, personally appeared Martha Yuknis, Daniel L.
Knauss, Pawn Newby, Patty L. Fisher and Edward D. Martin, Jr.,
to me known to be the individuals named in and who executed the fore-
going instrument, and they acknowledged to me that they signed the same
freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



Jean M. Smithson
Notary Public in and for Alaska
My Commission Expires: 11-16-87

Page -2- of Amendment to Covenants, Conditions and Restrictions for
Colonial Park Subdivision

Martha Yuknis
Martha Yuknis, President
Colonial Park Homeowners Assoc.

Daniel L. Knauss
Daniel L. Knauss, Vice-Pres.
Colonial Park Homeowners Assoc.

Fawn L. Newby
Fawn Newby, Treasurer
Colonial Park Homeowners Assoc.

Patty L. Fisher
Patty L. Fisher, Secretary
Colonial Park Homeowners Assoc.

Edward D. Martin, Jr.
Edward D. Martin, Jr., Board Member
Colonial Park Homeowners Assoc.

84- 033963
1120

RECORDED
PALMER REC.
DISTRICT

DEC 14 12 50 PM '84

REQUESTED BY: Colonial Park Homeowners

ASSOCIATION
ADDRESS: PO BOX 871450
WADSWORTH, AK 99687
319134

BOOK 0430 PAGE 666

NOTICE OF ANNUAL ASSESSMENTS

NOTICE IS HEREBY GIVEN that COLONIAL PARK OWNERS
ASSOCIATION assesses dues in the amount of \$55.00 per year
per lot, payable in advance on June 1 of each year. Properties
subject to said assessment are located in the following
described subdivision:

COLONIAL PARK SUBDIVISION, according to
Plat 76-40, located in the Southeast one
quarter and the North one-half of the
Southwest one-quarter of Section 5,
Township 17 North, Range 1 East, Seward
Meridian, in the Palmer Recording District,
Third Judicial District, State of Alaska.

Contact P.O. Box 871450, Wasilla, Ak. 99687,

Box 376-2881

DATED this 05 day of August 1985
of June 1984.

COLONIAL PARK OWNERS ASSOCIATION

By: Tom Mechler
Tom Mechler, Treasurer

SUBSCRIBED AND SWORN TO before me this 5th day
of Aug. 1985
of June 1984.

Dander & Lacher
NOTARY PUBLIC in and for Alaska
My commission expires: 1/1/86

05020887

800

RECORDED
PALMER REC.
DISTRICT

AUG 16 8 45 AM '85

REQUESTED

ADDRESS

Colonial Park Owners Assn.
Box 1450
Wasilla, AK 99687

