

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
WILLOWBROOK-NORTH SUBDIVISION**

THIS DECLARATION made on the date hereinafter set forth, by CLINT D. HALL, individually and as president of HALL QUALITY BUILDERS, INC., having a principal place of business at 1212 First Avenue, Kenai, Alaska; hereinafter referred to as "Declarant".

WITNESSETH:

Whereas, Declarant is the owner of certain property in the Kenai Recording District, Third Judicial District, State of Alaska, which is more particularly described as:

The Southeast One-quarter of the Southeast One-quarter (SE1/4 SE1/4), of Section 15, Township 5 North, Range 11 West, Seward Meridian, in the Kenai Recording District, Third Judicial District, State of Alaska.

NOW, THEREFORE, Owner hereby declares that the property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following conditions, covenants and restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale for the Property and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property and every part thereof. All of the conditions, covenants and restrictions shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in or to the Property made subject hereto or any part thereof, and shall inure to the benefit of and be binding upon, each owner thereof and their respective successors in interest and assigns, and are imposed upon the Property, and each and every portion thereof and the dominant tenement, or tenements, all as follows:

**ARTICLE 1
PROTECTIVE COVENANTS AND CONDITIONS AND RESTRICTIONS**

1. No lot shall be used or maintained as a dumping or burial ground for rubbish, junk cars, trash, garbage, scrap or other waste. All incinerators or other equipment for the storage or disposal of household wastes shall be in a clean and sanitary condition.
2. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
3. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
4. No automobile, truck, trailer or vehicle of any kind shall be allowed to remain on any lot, within the public view, if the same is in such bad condition and repair, as to make it unsightly, and such that it unreasonably detracts from the neat appearance of any lot.
5. No mobile home unit may be placed on any lot.
6. No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 5 feet to any side lot line or nearer than 20 feet to any rear lot line.

7. All buildings shall have their exteriors completed and painted within one year from start of construction.
8. No lot shall be used for commercial purposes.
9. All dwellings shall have indoor sanitary facilities and underground disposal systems. No outhouse or above ground disposal system shall be permitted on any lot. Each owner will follow Alaska Department of Environmental Conservation regulations concerning septic systems.
10. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs and cats, or other household pets limited to three (3), may be kept provided that they are not kept, bred, or maintained for any commercial purposes.
11. The clearing of trees or other alteration of the property shall be kept to a minimum for ecology reasons so as not to cause erosion and to maintain the natural beauty of the land. Effort shall be made to leave a buffer strip of trees between property owners and along front property lines.

ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Such actions may be brought by any lot owner.

SEVERABILITY:

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

I hereby certify that I am the owner of said property and it is intended that these covenants shall run with the title of this land.

**ARTICLE II
DEFINITIONS**

1. "Association" shall mean and refer to Willowbrook-North Homeowners Association, its successors and assigns.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of Willowbrook-North Subdivision as aforementioned and described.
3. "Declarant" shall mean and refer to the individual set forth above, his successors and assigns.
4. "Member" shall mean an owner in his capacity as a member of the Association.

**ARTICLE III
PROPERTY RIGHTS**

1. Every Owner shall have sole property rights and right to enjoyment in and to that owners lot except:
 - a) The utility easement for water line maintenance shall be left unobstructed and
 - b) The right of the association to suspend the voting rights and right to use of community water facilities by an owner for any period during which any assessment against his lot remains unpaid.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

1. 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.
2. Members shall all be owners and shall be entitled to one vote for each IMPROVED 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 be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.
3. Each owner shall receive a true and correct copy of the Bylaws of the Association upon becoming an Owner, and shall acknowledge receipt of same.
4. Before election of the first Board, as provided for in the Bylaws of the Association of Owners, the Declarant, or the Declarant's successors and assigns shall have all the rights, powers, and obligations of the Board herein provided for, and provided for in the Bylaws.

ARTICLE V COVENANT FOR ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, except as herein below provided, for each lot owned within the subdivision, hereby covenants, and each Owner of any lot by acceptance of a deed therefor is deemed to covenant and agrees to pay to the Association: Assessments and charges such assessments to be established and collected as hereinafter provided. The Assessments, together with interest, late charges, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, late charges if any, costs, and reasonable attorneys' fees, shall also be the obligation of the person who was the Owner of such property at the time that the assessment fell due. Declarant shall be obligated to pay Association assessments for all lots as long as Declarant owns same. The obligations of each owner to pay the assessments imposed by the Board of Directors as provided herein shall commence upon acceptance of a deed conveying a lot to such Owner.
2. Purpose of Assessments.
 - a.) The assessments levied by the Association shall be used exclusively for the cost of operation (utilities and sampling) and for the repair and maintenance of the community water system. Further, the Association will be responsible for breaks, plug-ups, and freeze-ups, and related problems of the common water service lines, wells, and related facilities. The responsibility of the Association for such common service lines shall be up to the junction of the common lines with the valve providing individual service to the individual lot owner. Maintenance and repair of the individual service lines are the responsibility of each lot owner. The Association shall charge back to the owners of lots served by the common line, pro-rata costs incurred by it in connection with the operation, sampling, repairs and maintenance of the community water system.
 - b.) No owner shall have or make any claim against the Association except for negligence in connection with the responsibilities herein set forth, and each owner agrees to save, protect and hold harmless the Association from any liability, claim, demand or suit in connection with water line problems pertaining to each owners lot.

3. Basis of Assessments.
 - a.) The Board of Directors of the Association shall fix the annual assessment.
 - b.) The amount of the monthly assessment shall be based upon the anticipated costs of maintenance, repair, and operation of the community water system.
 - c.) The annual assessments shall be payable annually in advance, with the first such payment due upon conveyance of a lot to an owner.
4. Uniform Rate of Assessments. All assessments shall be fixed at a uniform rate for all lots and shall be collected on an annual basis.
5. Effect of Nonpayment of Assessments and remedies of the Association. Any assessment not paid within fifteen days after the due date shall accrue a late charge of ten dollars. The due date shall be in accordance with paragraph 3 of the article. The Association may in addition to other sanctions available to it bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property (lot). No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment or non-use of the community water system EXCEPT: When an Owner is disconnected from the water system he shall be obligated only for a pro-rata share of the repairs and maintenance and not the operating cost of the system. All assessments are due without demand.
6. Conveyance – Liability of Grantor and Grantee for Unpaid Common Expenses. In a voluntary conveyance the Grantee of a lot shall be jointly and severally liable with the Grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the Grantor's conveyance, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. Any such Grantee shall be entitled to a statement from the board of Directors setting forth the amount of the unpaid assessments against the Grantor, and such Grantee shall not be liable for, nor shall the lot conveyed by subject a lien for any unpaid assessments against the Grantor in excess of the amount therein set forth.
7. 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 first deed of trust, but sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage of deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such event. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.
8. The Association is obligated to maintain the community water system in conformance with Alaska Department of Environmental Conservation regulations.

ARTICLE VI

EVIDENCE OF OWNERSHIP AND REGISTRATION OF MAILING ADDRESS

1. Proof of Ownership. Except for those Owners who initially purchase a Lot from Declarant, any person or entity on becoming an Owner shall furnish to the Secretary of the Association and any Managing Agent, a machine or a certified copy of the recorded instrument vesting that person or entity with an interest or ownership in the Lot, which copy shall remain in the files of the Association.
2. Registration of Mailing Address. The Owners or several Owners of an individual Lot shall have one and the same registered mailing address to be used by the Association for mailing of statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person, or persons, firm, corporation, partnership, association or other legal entity or any combination thereof, to be used by the association. Such registered address shall be furnished by such Owners to the Secretary of the Association and any Managing Agent within fifteen days after transfer of title or after a change of address, and such registration shall be in written form and signed by all the Owners of the Lot, or by such persons as are authorized by Law to represent the interest of (all of) the Owners thereof.

ARTICLE VII USE RESTRICTIONS

1. Connection Water System. Each owner shall submit plans and receive prior approval from the Association for any connection to the Water System. EXCEPT: that Declarant may install at his convenience a service line and any associated parts of that service line providing water service to any lot of the subject subdivision.

ARTICLE VIII GENERAL PROVISIONS

1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. Amendments. This Declaration may be amended by an "Amended to Conditions, Covenants, And Restrictions" signed by three-fourths (3/4ths) of the Owners of the property, and recorded in the Kenai Recording District.
3. Term. This Declaration shall run with the Property in perpetuity or earlier terminated by the written consent of all of the owners of the Property and Declarant, so long as Declarant holds any note secured by a deed of trust encumbering any portion of the Property. This Declaration may be amended only by the written consent of three-fourths (3/4ths) of the Owners of the Property and Declarant, so long as Declarant holds any note secured by a deed of trust encumbering any portion of the Property.

Before the election of the first Board, as provided for in the Bylaws of the Association of Owners, the Declarant or its successors or assigns, shall have the rights, powers, and obligations of the board herein provided for, to administer the Community Water System.

The first Board of Directors shall be chosen in accordance with the Bylaws of the Association at the first annual meeting of the Association and shall at that time assume the rights, powers and obligations of the Board as outlined in the Articles of Incorporations, the bylaws and the Declaration.

Dated at Kenai, Alaska, the day and year below written.

Clint D. Hall
Clint D. Hall, President

Return to:
Hall Quality Builders
PO Box 2829
Kenai, Ak 99611

STATE OF ALASKA

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THIRD JUDICIAL DISTRICT

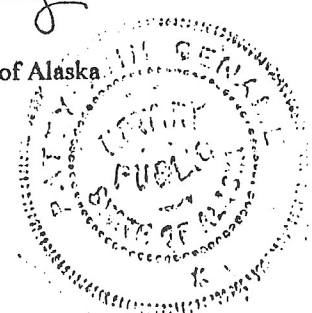
Kenai Recording District

On this day personally appeared before me CLINT D. HALL, to me known to be the individual described in an who executed the within and foregoing instrument, and acknowledged that they signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 22 day of July, 1998.

Dale Ann Mynum
My commission expires: 12/22/98

Notary Public in and for the State of Alaska



006390

KENAI REC

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DISTRICT

REQUESTED BY *Hall Quality*

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