

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
WOOD RIVER HEIGHTS SUBDIVISION

THIS DECLARATION, made this 19th day of April, 1984, by ALEKNAGIK VENTURES, a Joint Venture comprised of JOHN A. PACE, RONALD J. SMITH and RICHARD H. MATTHEWS, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of certain real property in WOOD RIVER HEIGHTS SUBDIVISION, situated in the Bristol Bay Recording District, Third Judicial District, State of Alaska, which is more particularly described as:

LOTS ONE (1) through ELEVEN (11), BLOCK ONE (1), LOTS ONE (1) through TEN (10), BLOCK TWO (2), TRACT A, and TRACT B, WOOD RIVER HEIGHTS SUBDIVISION, according to the official plat thereof, filed under Plat No. 84-2, being within the Bristol Bay Recording District, Third Judicial District, State of Alaska;

EXCEPTING THEREFROM the subsurface estate.

358 WHEREAS, this property has been subdivided and named WOOD RIVER HEIGHTS SUBDIVISION, according to the laws of the State of Alaska, and the official plat thereof, which is on file under Plat No. 84-2 in the records of the Bristol Bay Recording District, Third Judicial District, State of Alaska, with certain restrictions appearing upon the plat (and to which the covenants, conditions, and restrictions herein made shall be in addition); and

WHEREAS, it is the desire and intention of the Declarant to use and sell the property described above and to impose on it mutual, beneficial restrictions under a general plan or scheme of improvement for the benefit of all the lands in the real property designated above and the future owners of those lands;

NOW, THEREFORE, the Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Declarant, his successors and assigns, by this Declaration, and all future owners of parcels by their acceptance of their deeds, covenant and agree as follows:

1. Definitions:

For the purposes of these covenants, conditions and restrictions, the following definitions shall be applicable:

(a) Owner and Property Owner Defined. "Owner" and "Property Owner" of a Lot or property referred to herein shall be defined to be the record owner, or purchaser under a land purchase contract, or person with ownership rights and possession in and to the fee simple title to any Lot or property, or portion thereof, within WOOD RIVER HEIGHTS SUBDIVISION, excluding those persons having an interest therein merely as security for the performance of an obligation.

(b) Property Defined. "Property" shall mean and refer to that certain real property described above (being Lots 1 through 11, Block 1, Lots 1 through 10, Block 2, Tract A, and TRACT B, WOOD RIVER HEIGHTS SUBDIVISION, and such additions thereto as may be (but are not required to be) hereafter expressly brought within the jurisdiction of these covenants, conditions and restrictions by filing of record a supplementary declaration of covenants, conditions and restrictions with respect to the additional property.

(c) Lot Defined. "Lot" shall mean and refer to each of the parcels of land referred to as "Lots" on the recorded subdivision plat of the property.

(d) Declarant Defined. "Declarant" shall mean and refer to ALEKNAGIE VENTURES, a Joint Venture comprised of JOHN A. PACE, RONALD J. SMITH and RICHARD H. MATTHEWS, its successors or assigns.

(e) Association Defined. "Association" shall mean and refer to the WOOD RIVER HEIGHTS SUBDIVISION PROPERTY OWNERS ASSOCIATION, INC., an Alaska non-profit corporation.

2. Platting of Subdivision.

Prior to or simultaneous with the execution and recording of this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, Plat No. 84-2 has been or is being filed in the office of the Recorder for the Bristol Bay Recording District, Third Judicial District, State of Alaska. The restrictions

contained as plat notations thereon are incorporated into these covenants, conditions and restrictions.

3. Land Use and Building Type.

Lot Ten (10), Block One (1), Lot Eleven (11), Block One (1), and Lot Eight (8), Block Two (2) may be used jointly as a commercial lodge site. There is to be only one commercial site in the subdivision. The other Lots shall be occupied and used by the respective Owners only as a Lot for construction of a private dwelling for the Owner and the Owner's family, guests, invitees or tenants and for no other purposes. On all Lots no building shall be erected, altered, placed or permitted to remain other than one detached two family dwelling, not to exceed two-and-one-half (2 1/2) stories in height, a private garage for not more than four cars, a greenhouse, a garden toolhouse, not to exceed 1,000 square feet, and a boathouse. No Lots shall be used except for residential or commercial purposes. No industrial use shall be made of the property.

No oil or gas drilling, oil or gas development operations, oil or gas refining, quarrying or mining operations, of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot. No surface entry will be permitted and no extraction of minerals will be permitted. The Lot owners acknowledge that they own the surface estate only and may not be able to restrict the activities of the subsurface owners.

4. Construction Quality and Completion Time.

Improvements shall meet or exceed all applicable governmental building restrictions in force at the time of construction (including the Uniform Building Code, as applicable).

All exterior surfaces of any structure shall be completed within two (2) years from the date of initial construction. The intent of this provision is that all siding, painting or other exterior finish will be completed in that period so that there will not be visible uncompleted construction, such as tar-paper or other interim construction materials.

No structure of a temporary character, including tent, shed, house trailer, Winnebago, barn, quonset hut, or other outbuilding, shall be used on any Lot at any time as a residence or commercial building, either temporarily or permanently. Structures that exist prior to the subdivision of this land are exempt from the above restrictions.

5. Building Location and Property Restrictions.

All buildings and structures shall be situated so as to meet the following requirements:

(a) No building, other than a boathouse, shall be located on any lot nearer than 50 feet to the front lot line.

(b) No building shall be located on any lot nearer than 25 feet to the rear lot line. No building shall be located nearer than 25 feet to an interior lot line.

(c) For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Any tanks for use in connection with any building constructed on the premises, including tanks for the storage of fuels, must be safely buried or walled behind the front building setback line sufficiently to conceal and protect the tank.

No owner shall be permitted to clear a lot on which standing trees of size and beauty exist. Space may be cleared to provide for construction and trees may be thinned so long as maximum natural beauty and aesthetic value of the trees is retained.

No fence, wall, hedge, or shrub planting which obstructs sight at elevations above 6 feet or within 150 feet of high water shall be placed or permitted.

All vehicles, including snowmachines, all-terrain vehicles, and cross-country vehicles of any type, and all other similar types of property must be stored, kept, located and maintained behind the front building set-back line.

No building, wall or other structure shall be commenced, erected or maintained upon any lot, nor any tree cut thereon, nor shall any exterior addition, change, or alteration to any structure be made, until the plans and specifications showing the nature, kind, color, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by a majority of the Architectural Control Committee. The initial Architectural Control Committee is composed of the following members:

Ronald J. Smith  
John A. Pace  
James T. Broady  
2522 Arctic Boulevard  
Anchorage, Alaska 99503

6. Easements.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

All Owners shall have the right to temporarily moor or tiedown boats or aircraft at the lake and river access area on Tract A and Tract B. This moorage and tiedown is to be temporary only and shall not exceed ninety-six (96) hours' duration. There is a 10 foot pedestrian easement along all high water Lots, Tract A, and Tract B.

The easements reserved are appurtenant to, for the benefit of, and shall run with the described benefited land. The duration of the easement shall be perpetual (or until such time as the Owner or Owners of all benefited land shall record a release of such by appropriate legal document).

7. Use of Tract A and Tract B. Tract A and Tract B are reserved for the use of the Owners, and family, guests, invitees and tenants of the Owners. Tract A and Tract B are to be used to provide access to Lake Aleknagik and Wood River, and as waterfront recreational areas. No other use is to be made of Tract A and Tract B.

8. Signs.

No sign of any kind shall be displayed to the public view on any Lot.

9. Animals.

Animals, livestock or poultry of any kind may be raised, bred or kept on any Lot, provided they are not kept, bred, or maintained for any commercial purposes, and further

provided that no more than one (1) dog of sled type breed may be maintained.

10. Nuisances, Shooting of Firearms.

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 or danger to the neighborhood. Shooting of firearms within the subdivision is prohibited.

11. Waste Materials.

No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and all such matter shall be kept in sanitary containers, which are to be sheltered and kept from public view. All incinerators and other equipment for storage or disposal of garbage, trash, rubbish or other waste must be kept in a clean and sanitary condition.

12. Automobiles, Equipment, C. B. Radios.

No automobiles, aircraft, or other vehicles or equipment may be abandoned on the Property. There shall be no operation of any noise-producing machinery, engines, or equipment between 10:00 p.m. and 6:00 a.m. No street may be used for the storage of any equipment, material or merchandise used or to be sold in a trade or business.

Any inoperable vehicles shall be kept in a garage or other closed structure. In no event shall an inoperable vehicle, or a vehicle seldom used, be parked in the street or on Tract A or Tract B.

Operating a C. B. or ham type radio transmitter or receiving station, or engaging in any other type of like activity, if such operation of activity adversely affects either radio or television reception in the subdivision, is prohibited.

13. Drainage.

All driveways and walkways from streets shall conform with the natural drainage. Any alteration of natural drainage shall become the responsibility of the party changing grades and he shall make the necessary provisions for such water and run-off.

14. Replatting.

The area of Lots herein described shall not be reduced in size by re-subdivision unless it is agreed upon by a majority of the property owners within the subdivision. Owners of three (3) contiguous Lots, however, may divide the inner or middle Lot, thus increasing the size of the two (2) remaining Lots which shall then be treated for all purposes pertinent to these covenants as enlarged single Lots.

PROPERTY OWNERS ASSOCIATION

15. Membership.

Every person upon becoming an Owner of one or more of the following-described Lots shall automatically become a member of the WOOD RIVER HEIGHTS SUBDIVISION PROPERTY OWNERS ASSOCIATION, INC., an Alaska non-profit corporation:

LOTS ONE (1) through ELEVEN (11), BLOCK ONE (1), LOTS ONE (1) through TEN (10), BLOCK TWO (2), TRACT A, and TRACT B, WOOD RIVER HEIGHTS SUBDIVISION, according to the official plat thereof, filed under Plat No. 84-2, being within the Bristol Bay Recording District, Third Judicial District, State of Alaska;

EXCEPTING THEREFROM the subsurface estate.

Membership in the Association shall be appurtenant to and cannot be separated from ownership of any Lot.

16. Voting Rights.

The Association shall have one class of voting membership. Each Owner shall have one vote for each Lot owned by it on each matter submitted to a vote of the members. If a Lot is owned jointly in any manner, owners of that Lot shall have only one vote among them.

17. Covenant for Assessments.

The Declarant, for each Lot owned within the property, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) annual assessments or charges, and

(2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The assessed but unpaid annual and special assessments on a Lot, together with interest, costs, and reasonable attorney's fees, shall be a charge on and a continuing lien upon that Lot until paid. 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 the assessment became due.

18. Purpose of Assessments.

The assessments levied by the Association shall be used for the maintenance and repair of airports, roads, boathouses, drainage, and other subdivision improvements which the Association, through its members, votes to have provided. The Association may, by the majority vote of the members, elect to use assessments for any other legal purpose which serves to promote the recreation, health, safety, or welfare of the residents of the property. Upon its formation, the Association shall become responsible for providing maintenance and repairs.

19. Rate of Assessment.

Except as provided in this paragraph, annual and special assessments shall be fixed at an equal rate for each Lot on a semi-annual basis.

20. Establishment of Assessments.

The establishment of assessments, including determination of maintenance of improvements for which assessments will be made, the maximum amount of assessments, the vote required to approve assessments, notice and quorum of membership and director's meetings, election of directors, collection of assessments, admission of other property owners to the Association, and all other matters relating to assessments shall be in accordance with the BY-LAWS of the Association.

21. Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate established by the Board of Directors of the Association. The Association may bring an action to foreclose the lien against the property. No owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the services provided by the Association or abandonment of its Lot.



22. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust on a Lot. Sale or transfer of any Lot shall not affect the assessment lien, except that 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 from any assessment thereafter becoming due or from the lien thereof.

GENERAL PROVISIONS

23. Compliance.

The Declarant, any owner, guest, invitee, tenant or other occupant of a Lot shall comply with the provisions of this Declaration, and failure to comply with any such provision shall be grounds for an action to recover sums due for damage or for injunctive relief.

24. Enforcement.

Declarant, the WOOD RIVER HEIGHTS SUBDIVISION PROPERTY OWNERS ASSOCIATION, INC., or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

25. Severability.

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

26. Duration, Amendment.

The covenants 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 five (5) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the property owners, and thereafter by an instrument signed by not less than a majority of the property owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the  
Declarant herein, has hereunto set its hand and seal this 19  
day of April, 1984.

DECLARANT:

ALEKNAGIK VENTURES, Joint Venture

John A. Pace  
JOHN A. PACE, Joint Venture

Ronald J. Smith  
RONALD J. SMITH, Joint Venture

Richard H. Matthews  
RICHARD H. MATTHEWS, Joint Venture

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this 19 day of April,  
1984, before me, the undersigned, a Notary Public in and for  
Alaska, duly commissioned and sworn, personally appeared JOHN A.  
PACE, known to me and to me known to be the individual named in  
and who executed the foregoing instrument and he acknowledged to  
me that he signed the same freely and voluntarily, for the uses  
and purposes therein mentioned.

WITNESS my hand and official seal.

John A. Pace  
NOTARY PUBLIC in and for Alaska,  
My Commission expires: 1985-01-01

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this 19 day of April,  
1984, before me, the undersigned, a Notary Public in and for  
Alaska, duly commissioned and sworn, personally appeared RONALD  
J. SMITH, known to me and to me known to be the individual named

in and who executed the foregoing instrument and he acknowledged to me that he signed the same freely and voluntarily, for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

[Signature]  
NOTARY PUBLIC in and for Alaska  
My Commission expires: 6-1-85

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this 19<sup>th</sup> day of April, 1984, before me, the undersigned, a Notary Public in and for Alaska, duly commissioned and sworn, personally appeared RICHARD H. MATTHEWS, known to me and to me known to be the individual named in and who executed the foregoing instrument and he acknowledged to me that he signed the same freely and voluntarily, for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

[Signature]  
NOTARY PUBLIC in and for Alaska  
My Commission expires: 6-1-85

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