

AMENDED AND RESTATED  
RULES  
OF  
WESTPARK  
SEPTEMBER 25, 2007

TABLE OF CONTENTS

ARTICLE I – Use of Units..... 1  
    Section 1.1 - Occupancy Restrictions ..... 1  
    Section 1.2 - No Commercial Use ..... 1  
    Section 1.3 – Window Coverings and Displays Outside of Unit..... 1  
    Section 1.4 - Painting Exteriors ..... 1  
    Section 1.5 - Cleanliness ..... 1  
    Section 1.6 - Fences ..... 1  
    Section 1.7 – Recreation Equipment ..... 2  
    Section 1.8 - Antennae and Satellite Dishes..... 2

ARTICLE II – Use of Common Elements ..... 3  
    Section 2.1 – Obstructions and Storage ..... 3  
    Section 2.2 - Trash ..... 3  
    Section 2.4 - Proper Use ..... 3  
    Section 2.5 - Alterations, Additions or Improvements to Common Elements ..... 3

ARTICLE III – Actions of Owners and Occupants ..... 3  
    Section 3.1 - Annoyance or Nuisance..... 3  
    Section 3.2 - Compliance with Law..... 4  
    Section 3.3 - Pets..... 4  
    Section 3.4 - Indemnification for Actions of Others ..... 5

ARTICLE IV - Insurance ..... 5  
    Section 4.1 - Insurance ..... 5

ARTICLE V – Rubbish Removal ..... 5  
    Section 5.1 - Deposit of Rubbish ..... 5

ARTICLE VI – Motor Vehicles ..... 5  
    Section 6.1 - Compliance with Law..... 5  
    Section 6.2 – Parking, Vehicle Restrictions and Storage..... 5

ARTICLE VII – Rights of Declarant ..... 7

ARTICLE VIII – General Administrative Rules ..... 7  
    Section 8.1 - Consent in Writing ..... 7  
    Section 8.2 - Complaint ..... 7  
    Section 8.3 – Violations and Fines ..... 7

ARTICLE IX – General Recreation Rules..... 8  
    Section 9.1 – Recreation Equipment ..... 8  
    Section 9.2 - Boisterous Behavior Prohibited ..... 8  
    Section 9.3 - Children ..... 8

RULES  
OF  
WESTPARK  
OWNERS ASSOCIATION, INC.

(Note: Terms initial capitalized terms are defined in Article I of the Declaration. **The term “Community” when used in these Rules shall mean, “Common Interest Community”.**)

The following Rules apply to all owners and occupants of Units.

ARTICLE I  
Use of Lots

Section 1.1 - Occupancy Restrictions. Lots are limited to single family use. Lots with Municipality of Anchorage zoning designation 1A are permitting one single family dwelling per Lot. Lots zoned 2A SL permitted one duplex structure per Lot.

Section 1.2 - No Commercial Use. Except for those activities conducted as a part of the marketing and development program of the Declarant, no industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail, or other use of a Unit, shall be conducted, maintained or permitted on any part of the Community. Marketing and development programs for Successor Declarants or Dealers shall be subject to approval by the Declarant. No signs, window displays or advertising shall be maintained or permitted on any part of the Unit or the Common Elements. No Unit shall be used or rented for transient, hotel or motel purposes.

Section 1.3 - Window Coverings and Displays Outside of Units. No clothes, sheets, blankets, laundry or any other kind of article, shall be hung out of a dwelling or exposed or placed on the outside walls, doors of a dwelling or on trees. No sign, awning, canopy or shutter shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window. Temporary holiday lights are permitted commencing the day after Thanksgiving and shall be removed no later than February 1st annually.

Section 1.4 - Painting Exteriors. Owners shall not paint, stain, or otherwise change the color of any exterior portion of any building without the prior consent of the Architectural Review Committee (“ARC”).

Section 1.5 - Cleanliness. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness.

Section 1.6 - Fences. Unit Owner’s may construct fences which enclose the Unit yard assigned to his or her Unit at the locations shown and of materials and design as approved by the ARC. The ARC may change the designated materials and design from time to time without amending this Declaration.

Section 1.7 – Recreation Equipment. All recreation equipment including barbecues, tables, chairs, toys and bicycles must be stored either within the garage or contained within fenced yard areas and shall not be stored in any area facing a roadway within the Community or on the Common Elements.

Section 1.8 - Antennae and Satellite Dishes.

(i) The Declarant imposes the following restrictions relating to the installation of satellite dishes and antennae if compliance does not (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal to the Unit Owner.

(ii) Acceptable Locations. Subject to the requirements contained in (1.8)(i) above, satellite dishes and antennas shall be installed in the following locations (listed in decreasing order of preference).

(A) Inside the dwelling structure within the Unit.

(B) On the dwelling roof. Satellite or antennae shall not protrude beyond four feet (4') above the roof line and shall be set back a minimum of two feet (2') from the roof edge.

(C) Within the yard area.

(iii) Unacceptable Locations. Except as otherwise provided herein, antennas and satellite dishes shall not encroach upon Common Elements or another Unit.

(iv) Shielded from View. Antennas and satellite dishes shall be located in a place shielded from view to the public or from other Units to the maximum extent possible; provided, however, that nothing in this rule requires installation where an acceptable quality signal cannot be received or in such a manner that unreasonably increases the cost of installation.

(v) Satellite Wiring. Wiring shall be installed in a neat, secure and inconspicuous manner so as to minimize exposed satellite wiring on the exterior of the dwelling. No loose sagging wiring is permitted. Installation shall be completed in a professional workmanlike manner by a licensed bonded and insured installer, approved by the Association.

(vi) Color. Satellite dish color shall be neutral tones of gray only. No commercial advertising on the satellite dish is permitted other than the brand name. Satellite wiring shall be painted to match siding color of the dwelling.

(vii) Safety and Non-interference. Installation shall comply with reasonable safety standards and may not interfere with cable, telephone or electrical systems of neighboring Units.

(viii) Maintenance. Unit Owners are responsible to maintain, repair and replace their satellite dish or antenna. In the event that a satellite dish installed on the roof by the Unit Owner becomes deteriorated or unsightly or is inconsistent with conditions of installation it may be removed or repaired by the Association, at the Unit Owner's expense.

(ix) Removal and Damages. If a satellite dish, antenna and other related equipment is removed, any damage to the roof or dwelling structure shall be repaired at the Unit Owner's expense. The Association may repair damages not repaired by the Unit Owner and assess the reasonable cost thereof against the Unit Owner.

## ARTICLE II Use of Common Elements

Section 2.1 – Obstructions and Storage. There shall be no obstruction of the Common Elements. Storage of materials in Common Elements is not permitted, except with written permission of the Executive Board.

Section 2.2 - Trash. No accumulation of rubbish, debris or unsightly materials shall be permitted on the Common Elements.

Section 2.4 - Proper Use. Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Elements by others.

Section 2.5 - Alterations, Additions or Improvements to Common Elements. No alterations or improvements may be made to the Common Elements without the prior consent of the Executive Board.

## ARTICLE III Actions of Owners and Occupants

Section 3.1 - Annoyance or Nuisance. No noxious, offensive, dangerous or unsafe activity shall be carried on in a Unit or on the Common Elements, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

(a) No Unit Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts

or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate or suffer to be operated any music system or television set at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners or occupants.

(b) Unit Owners shall supervise their guests and children on the Property.

Section 3.2 - Compliance with Law. No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Alaska, and all ordinances, rules and regulations of the Municipality of Anchorage. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 3.3 - Pets. (i) No animals, livestock, or poultry whatsoever may be raised, bred, or kept on a Lot, except that either two (2) dogs or (2) cats or one (1) dog and one (1) cat or two (2) other domesticated household pets approved by the Executive Board, provided that they are not kept, bred, or maintained for commercial purposes.

(ii) Pets shall be restrained at all times. Owners with fenced yards may maintain a pet within their fenced yard area.

(iii) Owners shall hold the Association harmless from all claims resulting from the actions of their pet. Pets demonstrating behaviors within the classifications defined in Anchorage Municipal Code ("AMC") 17.40.020(A) of the, and not falling within any of the exceptions contained AMC 17.40.020(B) are not permitted on the Property.

(iv) Unit Owners shall be responsible for keeping the Property free and clear of pet feces and shall immediately remove their pet's animal feces from all areas of the Community, (i.e., when walking trails and sidewalks, etc.).

(v) No dogs classified as being Level one through Level five under the provisions of Anchorage Municipal Code §17.40.020 or any future ordinance defining or classifying dangerous dogs or pets.

(vi) The provisions of the Municipal leash law (AMC 17.10.020) shall be observed and pets shall be leashed and kept under control at all times, when outside a Lot. Pets shall be licensed, vaccinated and maintained in accordance with Municipal law.

(vii) Owners shall control their pets to the extent necessary to eliminate nuisances in the Community, (including but not limited to barking dogs). Pets causing or creating a nuisance or unreasonable disturbance or noise, so as to interfere with the rights, comfort or convenience of other Owners shall be permanently removed from the Community upon three (3) days' written Notice and Hearing from the Executive Board. Pets in the control of Unit Owners that are repeat offenders of the pet rules may be deemed a nuisance, and upon demand of the Executive Board shall be permanently removed from the Community.

Section 3.4 - Indemnification for Actions of Others. Unit Owners shall hold the Association and other Unit Owners and occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

ARTICLE IV  
Insurance

Section 4.1 – Insurance. An insurance policy issued to the Association does not prevent a Unit Owner or tenant from obtaining insurance for his or her own benefit, and Unit Owners and Tenants are encouraged to obtain their own insurance for their own Improvements and personal property on their Lot.

ARTICLE V  
Rubbish Removal

Section 5.1 - Deposit of Rubbish.

(i) Refuse, trash, garbage and other waste shall be stored in containers approved by the ARC and disposed of regularly. Containers used for the storage of refuse material shall be maintained in a clean and sanitary condition. Trash containers shall not be visible to adjacent Lots or to the public from the street, except when placed at the street curb on the evening before, or the day of garbage pick-up.

(ii) The storage of refuse, trash, waste, junk vehicles, appliances or construction materials is prohibited on Units. No outside burning of trash or garbage is permitted.

ARTICLE VI  
Motor Vehicles

Section 6.1 - Compliance with Law. All persons shall comply with Alaska State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the Property. All highway vehicles used or parked on the Property will be licensed and properly equipped and in operating condition for safe travel on the public roadways.

Section 6.2 – Parking, Vehicle Restrictions and Storage.

(i) No on-street parking shall be permitted on WestPark Drive. Parking is permitted in the Community on all other streets, in accordance with Anchorage Municipal Code and Regulations.

(ii) Summer recreational vehicle, including but not limited to campers, boats, all terrain vehicles and jet-skis may be kept in a driveway but nowhere within a portion of the Lot in front of the house between May 15th and September

30th of each year. Said summer recreational vehicles shall not be covered with tarpaulins or unsightly coverings as determined by the Executive Board, in its sole discretion. Between October 1st and May 14th of the following year, summer recreation vehicles shall be stored in the garage or within the rear yard area located behind the dwelling on a Lot or off site at a location outside the Community.

(iii) Winter recreational vehicles, including but not limited to snow-machines may be kept in a driveway but nowhere within a portion of the Lot in front of the house between October 1st and May 14th of the following year. Between May 15th and September 30th of each year, winter recreation vehicles shall be stored in the garage or within the rear yard area located behind the dwelling on a Lot or off site at a location outside the Community.

(iv) Storage and parking of summer recreational vehicles and winter recreational vehicles on a Development Tract shall be subject to restrictions approved by the ARC in advance of construction of buildings on a Development Tract.

(v) No repair, restoration or disassembly of vehicles shall be permitted within the Community except for emergency repairs thereto and only to the extent necessary to enable movement thereof to a proper repair facility.

(vi) Junk vehicles and inoperable vehicles shall not be parked within the Community. A junk vehicle is a vehicle which is missing essential parts, such as, but not limited to, tires, wheels, engine, brakes, windows, lights and lenses, exhaust system, and such other parts that are necessary for the legal operation of a vehicle. An inoperable vehicle is a vehicle which has remained inoperable for a period of seven (7) consecutive days.

(vii) Except for vehicles belonging to the Declarant and its subcontractors or a dealer, builder or contractor constructing dwellings, no commercial vehicles or heavy equipment such as bulldozers and graders may be kept in the Community. Commercial vehicles shall mean any vehicle having more than two axles or having a gross vehicle weight in excess of 11,000 pounds. A trailer that is; (a) enclosed, (b) not in excess of twelve (12) feet in length, (c) in good condition, (d) not visually obtrusive, and (e) is used regularly in connection with a permitted commercial vehicle by the owners or occupants of the Lot, may be parked in the driveway or garage.

(viii) No part of the Property may be used for the storage of equipment, materials or merchandise used or to be sold in a business or trade. No airplanes, ultra-light aircraft, helicopters or similar devices or parts thereof shall be kept within the Community. Fuel storage within the Community is prohibited. No item permitted to be stored or parked within the Community shall be covered with



tarps or unsightly coverings as determined by the Executive Board, in its sole discretion.

(ix) Vehicles or other items parked or stored in violation of these restrictions may be removed by the Association.

## ARTICLE VII Rights of Declarant

The Declarant may make such use of the unsold Units and Common Elements as may facilitate completion and sale of the Community including, but not limited to, maintenance of a sales office, the showing of the Common Elements and unsold Units, the display of signs, the use of vehicles, and the storage of materials. Interference with workmen or with buildings under construction is prohibited. Entrance into construction or Declarant's restricted areas will be only with representatives of the Declarant.

## ARTICLE VIII General Administrative Rules

Section 8.1 - Consent in Writing. Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

Section 8.2 - Complaint. Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Executive Board or an appropriate committee.

### Section 8.3 - Violations and Fines.

(a) A violation shall be failure by a Unit Owner to comply with a restriction, or cure a prohibited activity within five (5) days after notification of non-compliance. Violations of the use restrictions are disruptive to the Community and create additional administrative expense to the Association and accordingly, shall result in the following liquidated damages.

(b) Violations of use restrictions shall incur a fifty dollar (\$50) one time charge upon issuance of written notice of violation, and for each subsequent notice. In addition, a ten dollar (\$10) per diem fee will be incurred for each day the violation continues from date of the notice until cured.

(c) In addition to fines that may be levied, the Board may institute legal proceedings to correct violations (i.e. repairs, restoration, vehicle towing, etc.), charging all associated costs back to the offending Unit Owner as an additional assessment. If the Association must retain legal counsel to enforce Rules, Declaration or Bylaw provisions, legal costs may be assessed against the Unit Owner as additional fines.


ARTICLE IX  
General Recreation Rules

Section 9.1 – Recreation Equipment. Basketball hoops, backboards, baseball, soccer, hockey cages or other recreation apparatus shall be portable and stored out of sight from the street and other adjoining Unit Owners when not in use.

Section 9.2 - Boisterous Behavior Prohibited. Boisterous, rough or dangerous activities or behavior, which unreasonably interferes with the use and enjoyment of the Community by others, is prohibited.

Section 9.3 - Children. Parents shall direct and control the activities of their children in order to require them to conform to these rules. Parents shall be responsible for violations, or damage caused by their children whether the parents are present or not.

Certified to be the initial rules adopted by the  
Executive Board on its date of organization

  
Secretary