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RECORDER'S OFFICE, CASS COUNTY, ND
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
JEWEL A. SPIES, COUNTY RECORDER

11/8/2011 11:44 AM

by Teresa A. Kirby, Dep.

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AFFIDAVIT

STATE OF NORTH DAKOTA)
)ss
COUNTY OF CASS)

Richard Engen, the President of the Woodbury Park Community Service Association, Inc., who being by me first duly sworn, on his oath, deposes and says:

1. Woodbury Park, LLC, the developer of the Woodbury Park Addition to the City of Fargo, North Dakota, failed to incorporate a homeowners' association to operate and maintain the private infrastructure and improvements constructed within the above-described subdivision. Woodbury Park, LLC, no longer owns any lots in within the Property.

2. Woodbury Park, LLC, as the developer of Woodbury Park Addition to the City of Fargo, executed a "Declaration of Covenants and Restrictions," dated October 22, 1999, and recorded December 30, 1999, as document number 948630, against the Property. This Declaration was amended by a document titled the "Amended and Restated Declaration of Covenants and Restrictions," dated September 1, 2003, and recorded January 8, 2004, as document number 1090168. This Declaration, as amended, contemplated and authorized a homeowners' association to govern the use of the property and to collect the necessary assessments to maintain the private infrastructure and improvements existing within the Property. The covenants contemplate that membership of the homeowners' association is appurtenant to ownership of a lot within the Property.

3. Since inception, the "Woodbury Park Community Service Corporation" has been acting as a *de facto* entity, but the entity was never legally formed. Despite the same, Bylaws were adopted by the *de facto* entity.

4. Woodbury Park Community Service Association, Inc. has now been incorporated as a non-profit corporation in the State of North Dakota to act as the homeowners' association contemplated by the original Covenants.



5. The "Second Amended and Restated Declaration of Covenants and Restrictions," attached hereto, has been formally adopted and amended by the Members of the Association pursuant to the terms of the Amended and Restated Declaration of Covenants and Restrictions (recorded as document number 1090168). As a President of Woodbury Park Community Service Association, Inc., I submit the attached Second Amended Declaration of Covenants and Restrictions to be indexed onto the following addition to the City of Fargo, North Dakota, future replats of said addition, and against all properties located within the following additions:

Woodbury Park Addition to the City of Fargo, County of Cass, State of North Dakota

Woodbury Park Second Addition to the City of Fargo, County of Cass, State of North Dakota

(The "Property")

6. The Association has formally adopted Bylaws, titled the "Bylaws of Woodbury Park Community Service Association, Inc." (In fact, the Association, whether or not so required, followed the procedures set out in the previously-adopted Bylaws to amend the Bylaws). The Bylaws of the Association shall govern the Association and its members. The Bylaws will not be recorded, but are available in the Association's records and on its website. Notice should be taken of the terms of the Bylaws, as the terms govern the members' interactions and participation with the Association.

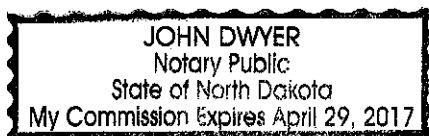
Woodbury Park Community Association, Inc.

By: Richard Engen

Its: President

STATE OF NORTH DAKOTA)
)ss
COUNTY OF CASS)

On this 3rd day of November, 2011, before me, a notary public in and for said county and state, personally appeared Richard Engen, known to me to be the President of the Woodbury Park Community Service Association, Inc., the Declarant herein, and that he executed the foregoing instrument, and acknowledged to me that he executed the foregoing instrument on behalf of the Woodbury Park Community Service Association, Inc.



Notary Public



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WOODBURY PARK COMMUNITY SERVICE ASSOCIATION, INC.

SECOND AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 3RD day of NOVEMBER, 2011, by
Woodbury Park Community Service Association, Inc..

WITNESSETH:

WHEREAS, a Declaration of Covenants and Restrictions was executed on October 22, 1999, and recorded December 30, 1999, as document number 948630, affecting the real property described in **Schedule A**, hereinafter described as the "Property." These covenants were amended by a document entitled the Amended and Restated Declaration of Covenants and Restrictions of Woodbury Park Community Service Corporation, Inc., executed September 1, 2003, and recorded January 8, 2004, as document number 1090168.

WHEREAS, Woodbury Park Community Service Corporation has been acting since inception as a de facto corporation.

WHEREAS, Woodbury Park Community Service Association, Inc., hereinafter the "Association," has now been incorporated as a non-profit corporation in the State of North Dakota to act hereafter as the homeowners' association contemplated by the original Covenants. The Association has adopted its Bylaws and elected officers.

WHEREAS, The Association desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community contributing to the personal and general health, safety and welfare of residents and for the maintenance of the land and improvements thereon, and to this end desires to subject the Property to the covenants, restrictions, easements, party wall agreements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, the terms and definitions in the By-Laws shall run with the Property and supplement the Second Amended Declaration of Covenants and Restrictions as contemplated in the original Declaration and the Amended Declaration.



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NOW THEREFORE, Association hereby declares that the real property described in **Schedule A** is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, agreements, charges and liens hereinafter set forth:

AND FURTHER, Association has the powers of owning, maintaining and administering the community properties, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents.

NOW THEREFORE, it is hereby stated and affirmed that this Declaration is being executed by the Woodbury Park Community Service Association, Inc., as the homeowners' association appointed to govern and maintain the Property affected by this Declaration in accordance with the governing documents of the Association.

ARTICLE I COVENANTS COMMITTEE

Section 1.

- (a) Composition. A Covenants Committee shall be established by the Board and consist of not less than three (3) Members of the Association. The Covenants Committee may consist of members of the Board or general members of the Association. The President of the Board shall elect a Committee chairperson to organize meetings, take minutes and lead discussion of the issues at hand.
- (b) Powers and Duties. The Covenants Committee shall function in two (2) broad areas: (1) to regulate the external design, appearance and location of The Property and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the Common Areas, and (2) to monitor and, subject to appeal to the Board, enforce compliance with the provisions of the Governing Documents. In furtherance thereof, the Covenants Committee shall:
 - (1) Review and approve, modify or disapprove written applications of Owners, excluding the initial construction of a Unit by the Developer or Heritage Homes with the exception of fences, decks, etc. and of the Association, for exterior alterations or additions to the Units or Common Areas.
 - (2) In accordance with the By-Laws and Declaration, monitor the Units for compliance with design standards and approved plans for alteration.
 - (3) Propose design standards for adoption by the Board.
 - (4) Decide cases of alleged infraction of the Governing Documents.



- (5) Propose procedures for the exercise of its duties for adoption by the Board.
- (c) Failure to Act. In the event of the Covenants Committee fails to approve, modify, or disapprove in writing a correctly filed application within forty-five (45) days, approval will be deemed granted, except that where an application is for a change clearly prohibited by the Governing Documents. A failure to act shall not constitute a waiver of the restriction or an approval.
- (d) Appeal. An applicant may appeal an adverse Covenants Committee decision to the Board of Directors, which may uphold, reverse or modify such decision by a two thirds (2/3) vote of the Directors.
- (e) Funds. The Board of Directors shall annually budget a reasonable fund for the operations of the Covenants Committee, supported by the General Assessment. The Covenants Committee shall be responsible to the Board for the expenditure and management of this fund. The Committee must have written approval of the Board before any suit against a Member is initiated.
- (f) Election. The Board of Directors shall elect Members of the Committee from time to time to carry out duties of the Covenants Committee.
- (g) Dismissal. The Board of Directors may remove Members of the Covenants Committee, at any time, by a two thirds (2/3) vote of the Directors.
- (h) Resignation. Members of the Covenants Committee may relinquish membership to the Covenants Committee by giving forty-five (45) days notice to the President of the Directors.

ARTICLE II COMMON AREAS

Section 1. Obligations of the Association.

The Association, subject to the rights of the Members are set forth in this Declaration, shall be responsible for the management and control, for the exclusive benefit of the Members, of the Common Areas conveyed to it, and all improvements thereon. The Association shall keep, or cause to be kept, the same in good, clean, attractive and sanitary condition, order and repair in compliance with the standards of sound property management.

Section 2. Easement of Enjoyment.

- (a) Common Areas. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Areas that shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment to the Common Areas.



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Section 3. Extent of Members' Easements.

The Members' easement of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association to mortgage any or all of the Common Area's facilities with the assent of two thirds (2/3) vote of the Members. In the event of a default upon any mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge reasonable admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such property to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights on the Members hereunder shall be fully restored.
- (b) The right of the Association to convey, dedicate or transfer all or any part of the Common Areas, with the assent of two thirds (2/3) vote of the Members.
- (c) The right of the Association to regulate the use of portions of the Common Areas for the benefit of Members.
- (d) The right of the Association to grant easements for use of the Common Areas subject to the assent two thirds (2/3) vote of the Members.

Section 4. Delegation of Use.

Any Member may delegate his right of enjoyment to the Common Area to the members of his family and to his guests, subject to such general regulations as may be established from time to time by the Board of Directors and included within the Declaration.

Section 5. Title to Common Areas.

The Developer hereby covenants that it will convey such Common Areas, as same are disclosed on the replat of Woodbury Park Addition to the City of Fargo, Cass County, North Dakota, or portions thereof to the Association free and clear of liens and financial encumbrances. Assessments may not be used to defray operating and maintenance costs of designated Common Areas owned by the Developer that have not been conveyed to the Association.

**ARTICLE III
COVENANT FOR ASSESSMENTS**

Section 1. Creation of the Lien and Obligation for Assessments.

The Association hereby covenants for each Unit within The Property and each Owner of any Unit by acceptance of a deed thereof or contract for deed pertaining thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association



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such Annual and special Assessments as are established herein, pursuant to the percentages set forth in **Schedule B** and paid in the manner hereinafter provided.

The Annual and Special Assessments, together with such late fees as may be levied, interest, costs of collection (including court costs and attorney fees) as hereinafter provided, 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 late fees, interest and costs of collection, shall also be the personal obligation of the Owner of such property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Unit. The personal obligation for payment of assessments shall not pass to the successor in title unless expressly assumed by them.

Section 2. 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 Unit pursuant to the mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments that became due prior to such sale or transfer. No sale or transfer shall relieve the Owner of such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3. Units General Taxes and City of Fargo Special Assessments Not Included in Assessments. Subject to the provisions of Article III Section 5 (a) (1) hereof, general assessments and special assessments payable to the Cass County Treasurer on each Unit do not form part of the General Assessments and are the responsibility of each individual Unit Owner. Furthermore, the Utility Notes payable to the Developer, or its assignee do not form part of the General Assessments and are the responsibility of the each individual Unit Owner.

Section 4. Perfection of the Lien for Assessments. The Association, in order to perfect the lien for assessments, shall record a claim of lien with the Register of Deeds of Cass County, North Dakota. The claim of lien must be recorded according to the following requirements:

- (a) The claim of lien must be recorded not less than thirty (30) and not more than one hundred eighty (180) days from the time such assessment or installment thereof became due and payable.
- (b) The claim of lien must be signed and verified by the oath of the president or treasurer of the Association.
- (c) The claim of lien must contain the following information:
 - (1) The legal description of the property, including the Unit number, the property address, the name of the Association, the city or county wherein the Association is located and the deed book and page number where the first page of the Declaration is recorded.
 - (2) The name of the Owner of the Unit.



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- (3) The amount of unpaid assessments currently due, including accelerated installments as provided in Section 7 of this Article, or past due, together with the date when each fell due.
- (4) The amount of all late charges, interest and costs of collection being claimed.
- (5) The date of issuance of the memorandum.
- (6) A statement to the effect that:
 - (a) The claim of lien is made by the Association pursuant to the terms of this Declaration; and
 - (b) Due demand has been made upon the defaulting or the delinquent Owner pursuant to this Declaration and that said amount was not paid within thirty (30) days after such demand.
 - (c) The cost of recording and releasing such claim of lien shall be deemed a cost of collection.

Section 5. Annual Assessments shall consist of General Assessments.

(a) General Assessments.

- (1) Purpose. The General Assessment shall be used exclusively:
 - (a) to provide for snow removal for the Common Areas, inclusive of The Private Drives, as well as the driveways and landscaping and lawn maintenance of the lawns of the Common Areas, where required, respectively, as an obligation of the Association.
 - (b) to improve, maintain and operate the Common Areas and improvements, inclusive of the Private Drives, Easement and Common Area Landscaping and to include funding of appropriate reserves for future repair and replacement.
 - (c) payment of any remuneration pursuant to any management contract, which may be entered into between the Association and a manager.
 - (d) reasonable fees and disbursements of the accountant of the Association, if any.
 - (e) water supply to the Common Area, if any.



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- (f) the payment of consolidated taxes and special assessments, if any, in respect of the Common Area, payable to the Cass County Treasurer.
 - (g) insurance premiums, for The Private Drives and Common Area(s) solely.
- (2) Basis for Assessment. For General Assessment purposes, each Unit Owner shall be assessed according to the percentages allocated to each Unit in **Schedule B** attached hereto.
- (b) Method of Assessment for General Assessments. All Annual General Assessments levied by the Association against Assessable Units shall be collected and disbursed by the Association. The Board of Directors shall fix the amount of the Assessments in accordance with the percentages allocated to each Unit and set the date or dates such Assessments shall become due. By a vote of two-thirds (2/3) of the Directors, the Board shall fix the Annual General Assessments at an amount not in excess of the current maximum for such assessment, provided however, that the Annual Assessments shall be sufficient to meet the obligation imposed by the Declaration and supplementary Declarations, if any. In the event the Board fails to fix an assessment for any fiscal year, then each assessment established for the prior year shall automatically be continued until such time as the Board acts.
- (c) Date of Commencement of Annual General Assessments. The first Annual Assessments provided herein shall commence as to each individual Assessable Units on the first day of the month following the conveyance of such individual Assessable Unit to an Owner.

Section 6. Special Assessments.

- (a) Capital Improvement and Reserve Fund Assessment. The Association may thereafter levy in any assessment year a Special Assessment against Assessable Units, applicable to that year and payable over not more than the next three (3) succeeding years, for the purpose of defraying, in whole or in part, the cost of any necessary reconstruction, repair or replacement of a capital improvement or major landscaping effort, as well as off-setting deficiencies in unforeseen common expenditures, finance costs of the foregoing. Upon the Common Areas, including fixtures and personal property related thereto, ("Capital Improvement and Reserve Fund Assessment") provided that any such assessment shall have the assent, of two-thirds vote of the Members at a special meeting called for such purposes. The quorum required for such a meeting is sixty percent (60%) of the Members, represented in person or by proxy.



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- (b) Restoration Assessment. The Association may levy a Restoration Assessment upon any Unit whose Owner fails to maintain such Unit, as provided in Article IV, Section 2. Restoration Assessments shall be limited to the amount necessary to meet the cost of restoration and the cost of collection thereof.
- (c) Unit Accounts for Capital Improvement and Restoration Fund. The Association shall establish and maintain records which indicate separately for and with respect to each Unit, from time to time portion of the monies standing to the credit of the Capital Improvement and Restoration Fund applicable to a Unit ("Unit Account" and collectively the "Unit Accounts"), each Unit Account to indicate interest from time to time thereto, additions from time to time made thereto and reductions or deductions made thereto or therefrom. Contributions or payments made to the Capital Improvement and Restoration Fund for or applicable to a Unit shall be credited to that Unit's Unit Account, as shall interest paid for late payment of any such contribution or payment.
- (d) Payments from Capital Improvement and Restoration Fund. Where payments are made out of the Capital Improvements and Restoration Fund, each Unit's Unit Account shall be reduced pro rata to the extent of the amount standing to the credit of the Units' Unit Account immediately prior to the payment out as compared to the aggregate of the amounts standing to the credit of all Unit's Unit Accounts at that time.

Section 7. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment installment not paid within thirty (30) days after the due date shall be delinquent. Thereupon, the Association shall provide notice of such delinquency and may (a) declare the entire balance of such Annual or Special Assessment due and payable in full; (b) charge interest from the date due at the rate of ten percent (10%) per annum; (c) give Certified Notice to the Owner that in the event payment with accrued charges is not paid within thirty (30) days from the date of such notice, then the lien provided for herein shall be perfected; (d) upon Certified Notice to the Owner, suspend the right of such Owner to vote or to use the recreational facilities until the assessment and accrued charges are paid in full; (e) employ other remedies available at law or equity.

ARTICLE IV USE OF PROPERTY

Section 1. Protective Covenants.

- (a) Nuisances. No nuisance shall be permitted to exist or operate upon any property, including the driveway of any Unit, so as to jeopardize property values of The Property or be detrimental to the well being of Members. No lot shall be used in whole or in part for storage of rubbish or debris of any kind whatsoever nor for the storage of any property or things that will cause such lot to appear untidy, unclean or obnoxious to the human eye; nor shall any substance, thing or material be kept on any lot that will emit foul or obnoxious odors, or that will cause any



noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property.

- (b) Conditions for Design Review. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work that in any way alters the exterior of any Unit or Common Area or the improvements located thereon from its natural or improved state existing on the date such property was first made subject to this Declaration shall be made or done without the prior written approval of the Covenants Committee. No building, fence, wall, residence or other structure shall be commenced, erected, improved, altered, made or done on such property without the prior written approval of the Covenants Committee.
- (c) Leasing. No Unit shall be rented for transient or hotel purposes or, in any event, for an initial period of less than six months. No portion less than all of any Unit shall be leased for any period. No Owner shall lease a Unit other than on a written form of lease requiring the lessee to comply with the Governing Documents, and providing that failure to comply constitutes default under the lease. The Board of Directors may provide a suggested standard lease form for use by the Owners. Each Owner of a Unit shall, promptly following the execution of any lease of a Unit, forward a confirmed copy thereof to the Board of Directors. No owner shall lease a Unit to more than three (3) unrelated adults at one time.

Any Owner of any Unit can enforce the terms of this section by raising the attention of the Board to any suspected violation of this section. Upon any such complaint of an alleged violation of this section, the Board must provide notice to the Owner who allegedly violated this section. The Owner must within thirty (3) days of such notice either terminate the violation or provide proof that no such violation exists. If the Board finds that the violation still exists thirty (3) days after serving notice of the violation, the Board has the authority to evict the tenants of such lease at the cost of the Owner and the tenants. For this Section, notice can be met by mailing a letter to the residence at which the alleged violation exists.

- (d) Basketball Backboards and Hoops. No basketball backboards or hoops shall be attached to any Unit. A separate pole for installation of such equipment erected and maintained at the expense of the Owner shall be permitted.
- (e) No Oversized Vehicles. Parking of vehicles, shall be limited to the Unit garage and driveway; and on such side of The Private Drive(s) as may be designated for parking and only during such time period as may be designated from time to time. Parking in the Unit's driveway shall be used only for parking by vehicles no larger than full size passenger automobiles or pick-up trucks, herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles, including inter alia, semi cabs and trailers, are herein referenced to as "Oversized Vehicles" and are expressly prohibited.



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- (f) Landscaping/Gardens. The minimum of five percent of the front yard of the Unit shall be maintained for the planting of trees, shrubs and flowerbeds. There shall be at least one tree not less than six feet in height included in the foregoing. Choice of trees and shrubs shall be subject to the approval of the Covenants Committee. No vegetable garden may be planted in the front yard of the Unit without the prior written approval of the covenants committee.
- (g) Rules. From time to time the Board of Directors shall adopt and promulgate general rules, including but not limited to, rules to regulate potential problems relating to the use of property and the well-being of Members, such as keeping of animals, including their size and breed, storage and use of all vehicles, storage and use of machinery, use of outdoor drying lines, antennas, signs, trash and trash containers, maintenance and removal of vegetation on The Property. All such general rules and any subsequent amendments thereto shall be placed in the Governing Documents and shall be binding on all Members, except where expressly provided otherwise in such rules.
- (h) Exceptions. The Board of Directors may issue temporary permits to waive any prohibitions expressed or implied by this section, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures. Such exemption shall be subject to such rules as may be established by the Association to maintain reasonable standards of safety, cleanliness and general appearance of The Property.
- (i) Fencing. All fencing provided by the builder or owner shall require the approval of the Covenant Committee prior to installation. No fencing shall be permitted to extend beyond the front of the primary structure facing the front of the lot, except on the corner lots as approved by the Covenant Committee. No chain link or similar material fences will be permitted. Fences of natural cedar are encouraged. No Fence shall exceed six (6) feet in height. The following restrictions for fencing apply for the lots indicated below only, however in no way do these specific rules alter the guidelines preceding this section:

Lots adjacent to the park (23 through 27, 29 through 34) shall have the following restrictions:

- 1. The fencing will consist of bright white PVC vinyl privacy fencing, and shall be constructed no higher than 6 feet in height, with a set back of 3 feet from the front edge of the actual house foundation line along the inside edge of the property line.
- 2. The fence shall be reduced to 5 feet in height to farther into the backyard than 6 feet from the back edge of the actual house foundation line along the inside edge of the property line.



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3. The fencing shall be of square design in panels and posts. Fencing panels shall be in a single row, with panels of 4-6 inches in width and gaps of 1-2 inches between panels.
4. The final plans are to be approved by the Covenants Committee before any work can commence.
- (j) Animals. Other than household pets kept for non-commercial uses, no animals, livestock, poultry or insects of any kind shall be raised, bred or maintained on any of the lots.
- (k) Garbage and Refuse. No garbage, garbage cans, ashes, refuse, or trash receptacles shall be allowed on a lot exposed to view (except as required by the City of Fargo to facilitate garbage pickup) and no outside incinerator shall be permitted. Garbage, garbage cans, ashes, refuse, and trash receptacles shall only be placed on a lot in a convenient place to facilitate pickup on the day of pickup only. No burning or rubbish outside of a residence shall be permitted.
- (l) Propane Tanks. No combustible liquid or gas tanks, exposed to view, shall be allowed on the lots.
- (m) Occupancy. No temporary home, temporary dwelling, temporary garage, temporary outbuilding, trailer home, recreational vehicle or thither temporary structure shall be placed or erected upon any lot unless approved by the Board.
- (n) Commercial Vehicles. No commercial vehicles, construction equipment, mobile homes or travel trailers of any kind shall be permitted on any lot unless first approved by the Covenants Committee and kept in a garage completely enclosed. Under no circumstances shall any such vehicle be on the street for more than 48 consecutive hours. The use of all vehicles, including but not limited to trailers, buses, campers, recreational vehicles; boats, motorcycles, motor scooters, wagons, sleighs and snowmobiles, may be subject to parking regulations, or other restrictions regulating the same.
- (o) Utility Lines and Television Antennae. All electrical service and telephone lines shall be placed underground and not outside electrical lines shall be placed overhead. There shall be no satellite dish, except an 18-inch compact model located with the Covenants Committee approval. No clotheslines or other exterior clothes drying apparatus shall be permitted except as approved in writing by the Covenants Committee.
- (p) No Hazardous Activities. No activities shall be conducted on the premises and no improvements constructed on the premises that are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the premises; and no open fires shall be lighted or permitted on the premises except in a contained barbecue unit.



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while attended and in use for cooking purposes or within a safe and well designed exterior fireplace.

Section 2. Maintenance of Property.

- (a) Owner Obligation. To the extent that exterior maintenance by the Association is not provided for in this Declaration, each Owner shall keep all Units owned by him, and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to the pruning and cutting of all trees and shrubbery and the painting (or other external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.
- (b) Failure to Maintain. In the event an Owner of any Lot in The Property fails to maintain the premises and the improvements situated thereon as provided herein, the Association, after Notice to the Owner and approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Restoration Assessment upon such Lot and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided for non-payment.
- (c) Association Obligation. The Association shall on its own as well as the Owners behalf contract with a reputable grounds maintenance company to provide lawn maintenance, inclusive of the Common Areas, during the period from spring through late October (being generally mid-April through late October). In addition thereto, the Association shall, on its own as well as the Owners behalf contract with a reputable grounds maintenance company to provide snow removal from all The Private Drives into The Property, or such greater or lesser areas as the Association may from time to time, acting reasonably determine to be prudent. The Association shall be responsible to ensure that all the landscaping is maintained and nurtured.

Section 3. Resale of Lots.

- (a) Reference to Declaration. The deed or instrument transferring title to any Lot shall contain a provision incorporating by reference the covenants and restrictions set forth in this Declaration.
- (b) Notification. The Contract Seller of a Lot or Unit shall, not less than fifteen (15) working days prior to the contract date of the disposed item, notify the Board of Directors as to his intent to sell the Lot or Unit so that an estoppel certificate may be prepared.



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- (c) Estoppel Certificate. Within ten (10) working days of the receipt of such notification, the Board shall prepare an estoppels certificate, which shall be signed by an authorized officer of the Board, that shall set forth any assessments and charges due upon such Lot at time of conveyance and certify as to whether or not there are violations of the Governing Documents remaining on the Lot as of the date of preparation of such certificate. This certificate shall be delivered to the place designated by Seller. The Board shall be entitled to levy such reasonable fee as it may fix from time to time for the preparation of an estoppels certificate.
- (d) The lots shall be held, sold and conveyed subject to the covenants, conditions and restrictions all of which are for the purpose of enhancing and protecting the attractiveness and desirability of the real property. These covenants, conditions and restrictions shall run with the land.

ARTICLE V EASEMENTS

Section 1. Utility Easements. There is hereby created an easement upon, across, over, through and under The Property for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to, water, sewers, gas, telephones, electricity, television, or communications lines and systems. The virtue of this easement shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in, and under the roofs and exterior walls of Unites provided that such company restores disturbed areas to the condition in which they were found. The Association is authorized to execute any further evidence on the easement as is reasonable required by any entity providing such services.

Notwithstanding anything to the contrary contained in this paragraph: (1) no sewers, electrical lines, water lines or other utility services lines or facilities for such utilities may be installed or relocated on said premises except as approved by the Board, and (2) it shall not be construed to apply to the relocation, installation, or removal of utility lines within a Unit that serve only that Unit. This easement shall in no way affect any other recorded easement on said premises.

Section 2. Developer's Easement to Correct Drainage. For a period of two (2) years from the date of conveyance of each Lot, the Developer reserves an easement and right on, over, and under the ground within the Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, make any grading of the soil, or take any other similar action reasonable necessary, following which the Developer shall restore the affected property to its original condition, as near as practicable. The Developer shall give timely notice of intent to take such action to all affected Owner, unless in the opinion of the Developer an emergency exists that precludes such notice.



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Section 4. Easement to Inspect and Correct Violations. There is hereby created an easement in favor of the Association for ingress and egress on any Lot during reasonable hours (a) to inspect such property for alleged violations of the Governing Documents following receipt of a complaint, or compliance with standards following receipt of a complaint, or approved plans for alterations and improvements, provide the Owner of such Lot is given written Notice of the purpose and time of inspection at least three (3) days in advance thereof, and (b) performing such correction of violations of such maintenance as is required by the Declaration on such Lots.

Section 5. Easement for Governmental Personnel. A right of entry on an Lot or Common Area is hereby granted to law enforcement officers, fire and rescue, and local animal control personnel as needed to carry out their duties, including enforcement of cleared emergency vehicle access zones.

Section 6. Easement for Snow Removal/Storage. There is hereby created an easement upon, across and over the 15 foot utility easement at the front of each Lot in the Property, as provided for in the plat of Woodbury Park Addition, for the placement, location and storage of snow, ice and slush which may be removed, taken from or extracted from The Private Drive(s) in The Property.

Section 7. Easement for Access. There is hereby created in favor of the lawful invitees, guests or contractors of either an Owner(s) or the Association, an easement for the express purpose of providing a right of entry upon, across, over, through The Private Drives, being Lots 47 and 48, Block 1, Woodbury First & Second Additions to the City of Fargo, Cass County, North Dakota, for the express purpose of obtaining access to a Lot, or performing a lawful contract.

ARTICLE VI

PARTY WALL AGREEMENTS FOR TWIN HOME UNITS

Section 1. Party Wall between Twin Home Units. The Property contains 16 Twin Home Units, each which Unit(s) have situated between each of them a common or party wall supported by common or the same footings, foundation and other supports and common sanitary sewer connections. The Twin Home Units that are to be constructed upon the adjoining Lots, as set forth in **Schedule A**.

Section 2. Twin Home Units Affected. The covenants in this Article shall run with and bind the land contained herein and in particular those specific Twin Home Units as set forth in **Schedule A**.

Section 3. Common Wall Deemed Not to be An Encroachment. The walls to be constructed on the boundary between the pair of Twin Home Units, set forth in **Schedule A** and forming a part of each of said pair of Twin Home Units are hereby declared to be a party or common wall for the use, benefit and enjoyment of the parties hereto, their respective heirs, executors, administrators, successors, assigns or successors in title, and no part thereof, to be



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constructed, shall be deemed to be an encroachment on either of the Twin Home Units situated in The Property.

Section 4. Damage or Destruction to Common Wall. In the event of damage or destruction of the party wall or any portion thereof, in respect of any pair of Twin Home Units set forth in **Schedule A**, from any cause other than the negligence of one of the Owners of the Twin Home Unit affected, then the Owners of each of such affected Twin Home Units shall at their joint and several equal expense repair or rebuild the said wall, and each of the parties shall have the full use of the wall so repaired or rebuilt. If either Owner's negligence shall cause damage or destruction of the said wall, such negligent Owner shall bear the entire cost of the repair or reconstruction. If the Owner of either of the affected Twin Home Unit shall neglect or refuse to pay his or her share or all of such costs in the case of negligence, the Association may have the wall repaired or restored and same shall be deemed to be an Association Assessment and if after expiration of fifteen (15) days from receipt of a written request for payment of such Assessment, the Association shall be entitled to the remedies as set out in Article III, Section 7 hereof.

Section 5. Footings, Foundations and Support. In the event that any of the footings, foundation and other supports, supporting the common wall constructed on the boundary between the Lots of each of the pairs of Twin Home Units is hereby declared to be party footings, foundations and supports between each of the said Twin Home Units and shall continue to be party footings, foundations and other supports between each of the said Twin Home Units for the use, benefit and enjoyment of the Owners of each of said Twin Home Units, their respective heirs, executors, administrators, successors and assigns and no part thereof presently existing shall be deemed to be an encroachment on either of said Adjoining Lots.

Section 6. Repairs or Rebuilding of Footings. In the event that it should become necessary to repair or rebuild the said footings, foundations and supports or any portion thereof, in respect of any of the said Twin Home Units, from any cause other than the negligence of either of the Owner of the Adjoining Lots, then each of the Owners shall at their joint and equal expense repair or rebuild the said footings, foundations and other supports, and each of the Owners of the Adjoining Lots shall have the right to full use of the said footings, foundation and other supports so repaired or rebuilt.

If either of the Owner of any Adjoining Lot shall neglect or refuse to pay his or her share or all of such costs in the case of negligence on his or her part, the other Owner of the Adjoining Lot shall be entitled to contribution and payment from the defaulting Owner for the defaulting Owner's share of the repair and restoration costs. The aforesaid footings, foundations and other supports, when being rebuilt or repaired shall be rebuilt or repaired where they are now situated and shall be of the like quality and done in a workmanlike manner consistent with the present footings, foundations and other supports, and in such manner as it may conform with the then currently accepted construction and engineering practices in such regard.

Section 7. Destruction of Twin Home Unit. In the event that either of the Twin Home Units situated on any of Adjoining Lot, be partially, totally or completely destroyed by any cause whatsoever, then the Owner of said Twin Home Unit upon which the destroyed Twin Home Unit



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was situated for any reason whatsoever do anything which will or will be likely to adversely affect or be in any way detrimental to the support and use of the water connection to the surviving Twin Home Unit. The Owner of the surviving Twin Home Unit is entitled to by virtue of this Declaration for the party wall and the party footings, foundations and other supports.

ARTICLE VII ARCHITECTURAL CONTROLS

Section 1. Use of Lots. All Lots zoned SR-3 as presently defined in the zoning ordinances of the City of Fargo, North Dakota, shall be used for Single Family residential purposes only. No building or structure intended for or adopted to business purposes and no apartment house, double house, lodging house, rooming house, hospital, sanitarium or professional office, or other multiple family dwellings shall be erected, placed, permitted or maintained on any such Lot or on any part of such Lot. No improvement or structure whatsoever other than a first class private dwelling house, patio walls and customary outbuildings, garages, car ports and fences subject to limitations herein set forth may be erected, placed or maintained on any such Lot in The Property.

Section 2. Quality.

- (a) No building shall be erected on any Lot unless the design, location, materials and workmanship are at harmony with existing structures and locations in the residential portions of the premises and such building must conform to these restrictive covenants.
- (b) No structure shall be erected, altered, placed or permitted on any building lot other than one detached single family dwelling with front yard and side yard set backs in compliance with the S-3 zoning ordinances of the City of Fargo as existing on the date hereof.

Section 3. Size of Units.

- (a) Any dwelling structure on Lots 23 to 27 and 29 to 34, Lots 1 through Block 1, Lots 8 through 11, Block 2 and Lots 1 through 5, Block 3 Woodbury Park First Addition (excluding porches, decks and garages) shall have a main floor structural area, if (i) a single story rambler type structure of not less than 1,700 square feet, (ii) a two story structure of not less than 1,300 square feet, and (iii) a bi-level structure of not less than 1,500 square feet, and a split level as per approved plan and shall have a garage capable of storing 2 conventional automobiles.
- (b) Any dwelling structure on the balance of building Lots in The Property (excluding porches, decks, and garages) shall have a main floor structural area, if (i) a single story rambler type structure of not less than 1,350 square feet, (ii) a two story structure of not less than 1,000 square feet, and (iii) a bi-level structure



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of not less than 1,250 square feet, and a split level as per approved plan and shall have a garage capable of storing two conventional automobiles.

- (c) Areas shall be calculated at main floor level only for ramblers or bi-levels. Areas shall be calculated as total developed floor area above ground for split levels, two story/split levels and two story homes.
- (d) Garages, porches and decks shall be excluded from the floor area calculations, referred to in Sections 3 (a) and (b) herein.
- (e) Split level homes that incorporate two levels above grade, the highest level being more than eight (8) feet above grade, will be classified as a "two story/split."
- (f) Temporary Residences. No trailer, mobile home, motor home, tent, shack, garage, barn, basement, house or other building shall be used as a residence either temporarily or permanently nor shall any residence of a temporary character be permitted.
- (g) Basements. No basement shall be constructed for temporary residential purposes.

Section 4. Grading. All grading operations shall be designed to drain all surface water in conformity with the grading plan either to the real lot line or the street within the lot boundaries. Builders must thoroughly review existing and proposed grades for their own and adjacent lots in order to achieve appropriate drainage patterns and to avoid the use of retaining structures whenever possible. Particular attention must be paid to the grading of corner lots and lots adjacent to a side lane access, being. These are the locations where the greatest grading difficulties tend to occur. Driveway gradients shall be between 2% and 8%. No backfill on driveways will be permitted. Maximum variation between the approved city house grade and the actual grades must not exceed 4°. Driveway Finishes shall be either (i) poured concrete or (ii) concrete pavers.

Section 5. Setbacks. Minimum side yards shall be ten percent (10%) or ten feet (10'), whichever is less. Maximum side yards shall be sixteen (16) feet. Front setbacks shall be in accordance with the LDC, but shall be adjusted at the discretion of the architect in order to ensure setback variation along the total length of any block. Minimum front yard setbacks will be thirty feet (30') for single family and twenty-five feet (25') for Twin Home Units.

Section 6. Exteriors. Exterior materials should be limited to dryvit, stucco, siding and brick, or combination thereof. Siding and roof materials will be at the Builder's choice provided that the color of the material is acceptable. The material on the sides and rear of the home should represent at least fifty (50) percent of the front evaluation material. In most cases, this material will be dryvit or stucco, although siding is permitted.

Colors for roof, siding and trim shall be coordinated for materials and colors shall be selected to avoid mixing browns and grays. Repetition of principal colors or color combinations shall be avoided on front elevations on adjacent lots. Transition of colors along the block shall



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be gradual, avoiding sharp contrasts. Front elevation finish materials such as siding or brick must return to a minimum of twelve inches (12") on side elevations.

- Clear stains are allowed on knotted cedar.
- Color selections shall be subject to approval by the Covenants Committee as contemplated in Article III, Section 4 hereof.
- Siding shall be applied in one direction only, horizontal or vertical.

2. **ROOFS**

Cedartone, dual gray, dark brown, midtone brown, midtone olive, sierra brown or sierra cedar or their equivalent colors from other manufacturers.

3. **BRICK**

Shall be compatible with other materials on the home, but shall be subject to approval by the Developer or the Covenants Committee.

4. **DRYVIT**

Shall be compatible with the other materials on the home, but shall be subject to approval by the Developer or the Covenants Committee.

5. **GARAGE DOORS**

Paneled type garage doors shall be painted or stained one color, which color shall be approved by the Developer or the Covenants Committee.

5. **LETTER AND DELIVERY BOXES**

The Covenants Committee shall determine the location, color, size, design, lettering and all other particulars of all mail boxes and standards and brackets and name signs for such boxes. Failure of the Covenants Committee to make aforesaid determination shall not constitute a waiver of the right of the Covenants Committee to make such determination with respect to any lot in the future, including the revision of mail delivery boxes not previously approved the developer. No delivery boxes other than boxes for the U.S. Mail and The Forum newspaper shall be permitted on any lot or abutting such lot.

Section 7. Chimneys and Fireplaces. Fireplace and furnace chimneys must be enclosed. Chimney chase must be finished in the same material as the rest of the house and the flues must not project any more than six inches (6") above the house peak. The requirement applies for all fireplace, furnace and chimney flues.



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Section 8. Insulation. Minimum finished insulation required for dwelling structures to be constructed on any Lot shall be R-50 ceilings, R-22 walls and R-10 basement walls.

Section 9. Approval of Plans and Specifications. All plans and specifications of each dwelling structure and appurtenant structures, inclusive of garage outbuildings and carports require approval of the Covenants Committee. The Covenants Committee may grant variances from literal compliance with these restrictive covenants. Such variances shall only be effective if in writing. In the event that the Covenants Committee does not disapprove any plan within ten (10) working days from the day the Covenants Committee has acknowledged, in writing, receipt of said plans, said plans shall be considered approved. No construction shall be permitted during the ten (10) day approval period, with the exceptions noted in Article 1, Section 1, B.

Section 10. Garages and Outbuildings. No garage or outbuilding shall be used for any purpose except in connection with the residence constructed on the lot. All single family dwellings shall have a garage capable of storing a minimum of three conventional automobiles and town homes too. The design and location of all outbuildings for storage and otherwise requires approval by the Covenants Committee.

Section 11. Construction Time Requirements. Construction of all primary structures shall be substantially completed within six (6) months after issuance of any building permit for the structure. Landscaping shall be completed as soon as weather permits following substantial completion of the primary structure. Until the landscaping is completed, the owner of the lot shall maintain the property in a condition free of noxious weeds and if the owner fails to do so, the Covenants Committee may maintain the property and the cost of such work shall be paid by the owner. No outside storage of building materials shall be permitted on any lot after the six (6) month construction period.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run and bind the land for a term of ten (10) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by Owners of not less than seventy-five percent (75%) of the Units.

Section 2. Amendment. Any Amendment shall be authorized by a document signed by Owners of not less than seventy-five percent (75%) of the Units and evidence of the Approvals required herein. An amendment must be recorded in order to become effective.

Section 3. Enforcement. The Association, any Owner, Occupant or First Mortgagee, as their interests may appear, 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 this Declaration. Failure to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.



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Section 6. Severability. In validation with any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions that shall remain in full force and effect.

Section 7. Conflict. In the event of conflict among the Governing Documents, this Declaration shall control, then the Articles of Incorporation of the Association, then the BYLAWS; except that in all cases where the Governing Documents may be found to be in conflict with statute, the statute shall control.

Section 8. Interpretation. Unless the context otherwise requires the use herein, the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions thereof.

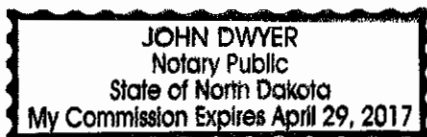
IN WITNESS WHEREOF, the Association, Woodbury Park Community Service Association, Inc., an Association under the laws of North Dakota, has caused these presence to be duly executed by its President, this 3RD day of NOVEMBER, 2011.

Woodbury Park Community Service Association, Inc.

By: Richard Engen
Its: President

STATE OF NORTH DAKOTA)
)ss
COUNTY OF CASS)

On this 3rd day of November, 2011, before me, a notary public in and for said county and state, personally appeared Richard Engen, known to me to be the President of the Woodbury Park Community Service Association, Inc., the Declarant herein, and that he executed the foregoing instrument, and acknowledged to me that they executed the foregoing instrument on behalf of the Woodbury Park Community Service Association, Inc..



Notary Public



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SCHEDULE A

All lots:

Lots 9-46 Block 1, Woodbury Park Addition to the City of Fargo, County of Cass, State of North Dakota

The Private Drive: Lot 47, Block 1, Woodbury Park Addition to the City of Fargo, County of Cass, State of North Dakota

The Private Drive: Lot 48, Block 1, Woodbury Park Addition to the City of Fargo, County of Cass, State of North Dakota

Lots 1-8, Woodbury Park Second Addition to the City of Fargo, County of Cass, State of North Dakota

Lots 1-10, Block 3, Woodbury Park Addition to the City of Fargo, County of Cass, State of North Dakota

Lots 1-12, Block 4, Woodbury Park Addition to the City of Fargo, County of Cass, State of North Dakota

Lots 2-13, Block 5, Woodbury Park Addition to the City of Fargo, County of Cass, State of North Dakota

Town Home specific lots:

Lots 15-22 and Lots 35-46 Block 1, Woodbury Park Addition to the City of Fargo, County of Cass, State of North Dakota

The legal description contained in
This instrument was obtained from
a previously recorded instrument.

This document was drafted by:

Kennelly & O'Keeffe, LTD

313 NP Avenue

Fargo, ND 58102

PHONE: (701) 235-8000

Schedule B

Woodbury Park Lot Details

Block #	Lot #	Address	Price Lot Size	Lot Dimension \$	Frontage	Common Elements
Block 1	9	3505 Woodbury Ct.	10,800	80 x 135	80	1.457%
	10	3511 Woodbury Ct.	9,855	73 x 135	73	1.330%
	11	3517 Woodbury Ct.	9,928	73 x 136	73	1.330%
	12	3523 Woodbury Ct.	9,928	73 x 136	73	1.330%
	13	3529 Woodbury Ct.	9,928	73 x 136	73	1.330%
	14	3535 Woodbury Ct.	20,276	148 x 137	73	1.330%
	15	3537 Woodbury Ct.	9,000	50 x 180	50	0.911%
	16	3539 Woodbury Ct.	9,100	50 x 182	50	0.911%
	17	3543 Woodbury Ct.	9,150	50 x 183	50	0.911%
	18	3545 Woodbury Ct.	9,150	50 x 183	50	0.911%
	19	3549 Woodbury Ct.	9,150	50 x 183	50	0.911%
	20	3553 Woodbury Ct.	9,250	50 x 185	50	0.911%
	21	3557 Woodbury Ct.	7,750	50 x 155	50	0.911%
	22	3561 Woodbury Ct.	6,500	50 x 130	50	0.911%
	23	3565 Woodbury Ct.	12,240	85 x 188	85	1.548%
	24	3571 Woodbury Ct.	12,240	85 x 144	85	1.548%
	25	3577 Woodbury Ct.	12,240	85 x 144	85	1.548%
	26	3583 Woodbury Ct.	12,240	85 x 144	85	1.548%
	27	3589 Woodbury Ct.	12,960	90 x 144	90	1.639%
	28					
	29	3507 Woodbury Park Drive	14,400	90 x 160	90	1.639%
	30	3511 Woodbury Park Drive	13,600	85 x 160	85	1.548%
	31	3515 Woodbury Park Drive	13,175	85 x 155	85	1.548%
	32	3519 Woodbury Park Drive	12,750	85 x 150	85	1.548%
	33	3523 Woodbury Park Drive	12,750	85 x 150	85	1.548%
	34	3527 Woodbury Park Drive	12,410	85 x 146	85	1.548%
	35	3531 Woodbury Park Drive	8,750	50 x 175	50	0.911%
	36	3533 Woodbury Park Drive	11,440	52 x 220	52	0.947%
	37	3537 Woodbury Park Drive	10,920	52 x 210	52	0.947%
	38	3539 Woodbury Park Drive	10,200	51 x 200	51	0.929%
	39	3543 Woodbury Park Drive	8,925	51 x 175	51	0.929%
	40	3545 Woodbury Park Drive	8,925	51 x 175	51	0.929%
	41	3549 Woodbury Park Drive	8,925	51 x 175	51	0.929%
	42	3551 Woodbury Park Drive	12,375	75 x 165	75	1.366%
	43	3555 Woodbury Park Drive	10,150	70 x 145	70	1.275%
	44	3557 Woodbury Park Drive	6,950	50 x 139	50	0.911%
	45	3561 Woodbury Park Drive	6,900	50 x 138	50	0.911%
	46	3563 Woodbury Park Drive	6,900	50 x 138	50	0.911%
Block 2	1	3506 Woodbury Ct.	10,125	75 x 135	75	1.366%
	2	3512 Woodbury Ct.	10,125	75 x 135	75	1.366%
	3	3518 Woodbury Ct.	12,000	75 x 160	75	1.366%
	4,5,6	3524 Woodbury Ct.	16,641	103 x 169	103	1.876%



Schedule B

Woodbury Park Lot Details

Block #	Lot #	Address	Price Lot Size	Lot Dimension \$	Frontage	Common Elements
Block 2	7,8	3560 Woodbury Ct.	15,647	106 x 175	106	1.931%
	9	3576 Woodbury Ct.	12,000	75 x 160	75	1.366%
	10	3582 Woodbury Ct.	10,500	75 x 140	75	1.366%
	11	3588 Woodbury Ct.	11,250	90 x 125	90	1.639%
Block 3	1	3514 Woodbury Park Drive	11,280	80 x 141	80	1.457%
	2	3518 Woodbury Park Drive	10,575	75 x 141	75	1.366%
	3	3522 Woodbury Park Drive	11,200	80 x 140	80	1.457%
	4	3526 Woodbury Park Drive	11,200	80 x 140	80	1.457%
	5	3530 Woodbury Park Drive	11,200	80 x 140	80	1.457%
	6	3527 Park Avenue	11,200	80 x 140	80	1.457%
	7	3521 Park Avenue	11,200	80 x 140	80	1.457%
	8	3515 Park Avenue	11,360	80 x 142	80	1.457%
	9	3509 Park Avenue	11,360	80 x 142	80	1.457%
	10	3503 Park Avenue	11,200	80 x 140	80	1.457%
Block 4	1	3504 Park Avenue	12,540	95 x 142	95	1.730%
	2	3510 Park Avenue	12,040	86 x 140	86	1.566%
	3	3516 Park Avenue	12,470	86 x 145	86	1.566%
	4	3522 Park Avenue	12,900	86 x 150	86	1.566%
	5	3526 Park Avenue	11,200	80 x 140	80	1.457%
	6	3570 Woodbury Park Drive	12,900	75 x 172	75	1.366%
	7	3576 Woodbury Park Drive	12,000	75 x 160	75	1.366%
	8	3580 Woodbury Park Drive	11,250	75 x 150	75	1.366%
	9	3586 Woodbury Park Drive	11,250	75 x 150	75	1.366%
	10	3590 Woodbury Park Drive	10,875	75 x 145	75	1.366%
	11	3594 Woodbury Park Drive	10,125	75 x 135	75	1.366%
	12	3598 Woodbury Park Drive	12,825	95 x 135	95	1.730%
Block 5	1					
	2	3597 Woodbury Park Drive	7,000	50 x 140	50	0.911%
	3	3595 Woodbury Park Drive	7,000	50 x 140	50	0.911%
	4	3591 Woodbury Park Drive	7,000	50 x 140	50	0.911%
	5	3589 Woodbury Park Drive	7,000	50 x 140	50	0.911%
	6	3585 Woodbury Park Drive	7,000	50 x 140	50	0.911%
	7	3583 Woodbury Park Drive	7,000	50 x 140	50	0.911%
	8	3579 Woodbury Park Drive	6,950	50 x 140	50	0.911%
	9	3577 Woodbury Park Drive	6,900	50 x 140	50	0.911%
	10	3573 Woodbury Park Drive	6,900	50 x 140	50	0.911%
	11	3571 Woodbury Park Drive	6,900	50 x 139	50	0.911%
	12	3569 Woodbury Park Drive	6,900	50 x 138	50	0.911%
	13	3567 Woodbury Park Drive	6,900	50 x 138	50	0.911%
					5,490	100.00%



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