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Recording Dist: 311 - Palmer

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**DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR THE RANCH PHASE 7B**

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS, that whereas Arctic Devco, Inc, an Alaska corporation whose address is P.O. Box 3489, Palmer, Alaska 99645, is the sole owner of properties comprising The Ranch Phase 7B and,

WHEREAS, the undersigned desire to assure the continued development of The Ranch Phase 7B, on a high level for the benefit of the future property owners and, for protection of property values therein, and do desire to place on and against certain real property within The Ranch Phase 7B certain protective covenants regarding the improvements and or the same;

NOW, THEREFORE, the undersigned do hereby declare, establish and record the following declarations, reservations, protective covenants, limitations, conditions, restrictions, and provisions regarding the use and/or improvements of the property described in Paragraph B-1 below.

PART B. AREA OF APPLICATION

B-1. FULLY PROTECTED RESIDENTIAL AREA. The covenants in Part C in their entirety shall apply to all lots in The Ranch Phase 7B as specifically identified below. "Lots" shall mean and refer to any of the numbered plots of land shown upon the recorded plat or subdivision map of The Ranch Phase 7B and identified as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, and 33, Block 20; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26, Block 21 of The Ranch Phase 7B, according to the official plat thereof, Plat Number 2013-9 of the records of the Palmer Recording District, Third Judicial District, State of Alaska.

These covenants should not apply to any tracts developed as a result of a subsequent phase development of The Ranch Subdivision unless specifically provided for in writing by the undersigned or their assignees. Nothing contained in this document of protective covenants, conditions, and restrictions shall in any manner apply to any future tracts or phases of development of The Ranch Subdivision as may be developed, said covenants, condition, and restrictions applying solely to those lots specifically identified herein. Nothing contained herein shall in any manner empower any owner or owners of the enumerated lots to in any manner determine the uses or purpose which the undersigned herein may decide upon for the future tracts or phases. Furthermore, nothing contained herein shall constitute authority for any homeowner's association or property owners of enumerated lots to exercise any rights granted by statute or ordinance which has the effect of limiting the commercial or other uses to which the future tracts or phases maybe utilized by the undersigned herein.

B-2. SPECIAL EXCEPTIONS TO THE PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS. Nothing contained in this document shall prevent the undersigned or their designees from maintaining sales offices on a lot or lots in The Ranch Phase 7B for the purpose of conducting sales or resale of lots and/or residential units in The Ranch Phase 7B. The undersigned or their designees shall have an unqualified right to maintain such office or offices until such time as all lots in The Ranch Phase 7B are sold.

B-3. EFFECTIVE DATE. The protective covenants, limitation, and conditions hereinafter set forth and applicable to the residential area herein above described shall take effect at such time as this instrument is recorded. Any lawful but nonconforming use of any lot existing as of the date hereof shall be permitted to continue, provided that after such time as such use ceased, no such nonconforming use shall be permitted thereafter to be reinstated.

PART C. RESIDENTIAL AREA COVENANTS

C-1. SINGLE FAMILY RESIDENTIAL PURPOSES. No lot shall be used except for residential purposes. No building shall be erected, placed, altered or permitted to remain on any lot other than one detached single family dwelling with a private garage. Temporary or surplus buildings may not be placed on any lot for any purpose. No building may be placed on any lot to be used as a utility shed unless its appearance is equal to the home's standard, utilizing proper foundation and siding. All units in The Ranch Phase 7B are restricted to residential use as single family residences, except that home professional pursuits not requiring regular visits from the public or unreasonable levels of traffic, parking, mail, shipping, trash or storage are



permitted in connection with residential use of the unit. No signs indicating commercial or professional uses may be displayed outside of a unit.

C-2. MOBILE HOMES. No mobile homes or travel trailers shall be utilized for residential purposes within the subdivision. Travel trailers, motor homes, boats, snow machines, and other recreational vehicles may, however, be stored while not in actual recreational usage upon the property belonging to any person or persons who now own or whom may subsequently acquire property in the subdivision, but only so long as such on-site storage is adjacent to the house. It is the intent of these restrictions that no recreational vehicles or equipment not actually being used are parked on the street.

C-3. SEWAGE. No individual sewage disposal system shall be permitted on any lot, unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the State of Alaska, Department of Environmental Conservation that governs those systems. This also includes special septic restrictions within protective well radii.

C-4. DWELLING QUALITY AND SIZE. Dwellings and garage buildings upon any lot shall be constructed to the standards of the most current edition of the Uniform Building Code or to the standards of the comparable State building codes. If local building codes are enacted, buildings shall meet the minimum requirements established. Materials and workmanship shall be of good quality. Buildings shall be of permanent fixed construction. Non-permanent materials such as tarpaper, roofing paper, Celotex, or Nuwood shall not be used as exterior construction materials or siding. Metal Roofing material shall not be used as siding material.

All dwellings, with the exception of ranch-style dwellings, must have at least 1,700 square feet of living area, not including garage area or outbuilding area. Ranch-style dwellings must have at least 1,500 square feet of living area, not including garage area or outbuilding area.

Dwellings with a basement area, whether walkout or daylight, the basement area may remain unfinished after the date final occupancy. All unfinished areas shall be screened so as to make the unfinished area invisible from the street or any adjoining lot or residence.

Dwellings facing two streets (corner lots) must be faced with lap siding or other natural or man-made materials that enhance the elevation appearance. No T111 is permitted on the street elevations.

Each dwelling shall have at least a two-car garage with a paved driveway that is



paved from the garage entrance to the street. There shall also be installed by the owner, his agent or builder a culvert under each driveway at the ditch line, which culvert is a minimum of 15 inches in diameter.

C-5. CONSTRUCTION COMPLETION REQUIREMENT. All main dwellings must have a finished exterior within six (6) months from the start of construction and be fully completed within one (1) year from the start of construction. All out buildings must be completed in six (6) months from start of construction.

C-6. BUILDING LOCATION. All setback requirements of the Matanuska-Susitna Borough will be followed. In no event will a building or portion of any building be located on any lot nearer than 25 feet from a public right of way or public use easement or nearer than 10 feet to a side property line and 20 feet from a rear property line.

C-7: FENCES. No fence shall be installed in violation of any State statute or ordinance of a political subdivision as presently enacted or as may be hereafter enacted or amended.

C-8. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or as indicated by the public records for the recording district where the property is located. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities, 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 which public authority or utility company is responsible.

C-9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot. One sign of not more than five square feet advertising the property for sale or rent, or sign used by the builder to advertise property during construction and sales period. Political signs shall be allowed for national, state and local elections of not more than four square feet for the duration of the campaign or campaigns only. Excluded from the application of this paragraph C-9, is the sign that notifies the public of the name of the subdivision to be generally located near the entrance to the subdivision.



C-10. NUISANCE. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No trade or business of an offensive nature shall be permitted upon any residential lot.

C-11. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil well, tanks, tunnels, mineral excavations, or shafts 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 upon any lot.

C-12. LIVESTOCK. No livestock, horses, or poultry may be raised, bred, or kept on any lot for any purpose. Household pets, meaning pets maintained inside the household, are allowed so long as there are no more than two animals of any type (e.g., two dogs and two cats) and so long as the total number of household pets does not exceed four pets. Household pets may not be raised, bred, or kept for commercial purposes. Any activity that includes selling of animals or the offspring of animals and activity that charges for the maintenance of animals is considered with the scope of "commercial" purposes. A maximum of two adult dogs may be kept on any lot. No vicious animal, as defined by local ordinance at the time of the effective date of this Declaration, may be kept on the premises. All animals must be confined to the premises at all times except when under the direct physical control of the owner. No animal may be kept unless the reasonable expectation of other occupants or owners of properties within the subdivision are subjected to unsightly premises, uninvited animals on their property, or to noises or odors.

C-13. GARBAGE/WASTE MATERIAL. No lot shall be used or maintained as a dumping ground for refuse, including, but not limited to, inoperable automobiles, appliances, and furniture. Trash, garbage and other waste shall only be kept in sanitary containers and shall be regularly removed from the premises to avoid creating odors, attracting animals or creating an unsightly nuisance. Any refuse containers shall be kept out of sight except for scheduled collections. The owner or occupant of each lot shall be responsible for the disposal of all such trash, garbage, rubbish, refuse, or other solid waste. The storage of materials, in excess of the amount needed for construction in progress on buildings within the premises, is prohibited, including materials, such as scrap metal, building supplies, and wood (i.e. fallen trees, tree stumps, etc.) other than for heating. No burning of trash, garbage, refuse, or other waste shall be permitted upon the street front and/or side of any lot at any time, and such burning on the rear of lots shall be permitted only in accordance with the appropriate health and safety laws or ordinances of political subdivision in which the lot is located.



C-14. INOPERABLE VEHICLES. No inoperable vehicles shall be parked or maintained upon any lot or within any street, alley, or easement adjacent to any lot in the subdivision. A vehicle temporarily inoperative and held for repair by the owner or under the owner's direction for a period is not to exceed thirty (30) days (subject to the availability of parts) shall not be considered a violation of this provision. A vehicle, which is otherwise operable but is not used or moved for a period of more than 45 days shall be considered an inoperable vehicle for purposes of this provision.

C-15. SNOWMOBILES/ATV'S. Snowmobiles and ATV's shall not be operated on the streets or utility easements of this subdivision. No snowmobiles or ATV's shall be operated when such operation constitutes a violation of state statutes or the ordinances of political subdivision where the lot is located.

C-16. OFF-STREET PARKING REQUIRED. In addition to the garage requirements set forth in Section C-4 herein, at the time a permanent dwelling is built, adequate off-street parking for at least two automobile shall be provided for each lot. The total parking requirement will include both a double car garage and additional off-street parking space for two additional automobiles.

C-17. REMOVAL OF VEGETATION AND LANDSCAPING REQUIREMENTS. It is the intent of the undersigned to prohibit the clearing of lots by an owner; his agent or builder except as is absolutely necessary to allow for construction of allowed improvements on the lots subject to these protective covenants, conditions and restrictions. Specifically, no lot owner, his agent or builder shall be permitted to clear a lot on which standing trees of size and beauty exist specifically restricting clear cutting of lots and maintenance of all trees 12 inches in diameter or greater except where clearing is necessary for structure sites, driveways and septic systems. 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. Upon completion of any improvements upon the lots subject to these protective covenants, conditions and restrictions, but not later than one year after occupancy of the residential dwelling, the landscaping of all disturbed areas (those structures) shall be implemented and completed. All lots shall have final grading for drainage provided by the lot owner, his builder or agent within ten (10) days of occupancy of the residential dwelling unless this period of time is extended by the builder and lot owner.

Gravel, soils, or other natural materials may not be removed from any lot or property within the subdivision or used, except for permitted development on the same lot. Notwithstanding owners may remove a small section of trees to enhance the view. In this event, all vegetation and trees cut by the lot owner, his agent or builder to



enhance views must be completely removed from the lot and replaced with lawn, well maintained home garden, flowers or shrubs to maintain maximum natural beauty and aesthetic value in a fashion compatible with the natural state of the community.

The only exception to this Paragraph C-17 is that Arctic Devco, Inc, as the original owner of the subdivision, is authorized, in its sole and exclusive and unlimited discretion, to remove gravels and soils from any of the lots or tracts that are subject to these protective covenants, conditions and restrictions so long as such removal occurs before the sale of that particular lot or tract.

C-18. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 35 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the owners of a majority of the lots has been recorded agreeing to change said covenants in whole or in part. The owners of a majority of the lots in the subdivision can make additions, deletions, or amendments to these covenants after the expiration of the initial 35 year period.

C-19. ENFORCEMENT. Enforcement of these covenants, conditions and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such provisions, either to restrain a violation thereof or to recover damages for a violation thereof. Suit to enforce these provisions may be brought by any individual or individuals aggrieved by violation of these provisions.

C-20. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

C-21. RECORD OR TITLE OWNER. Whenever this Declaration has referred to the title owner or the record owner, including for general purposes of notification, the intention is to refer to the owner(s) and address of the owner(s) as shown on the then existing records of the Matanuska-Susitna Borough real property tax rolls.

PART D. STREET LIGHTS AND LOT OWNERS ASSOCIATION

D-1. COMMON ELEMENT. The street lights are a common element of The Ranch Phase 7B.

D-2. ASSOCIATION. There shall be association of lot owners within The



Ranch Phase 7B organized as an Alaska non-profit corporation (herein "Association").

D-3. OWNER. A person or persons or other legal entity or entities, including the undersigned, who is vested in a fee simple estate to a lot in The Ranch Phase 7B or in possession of a lot pursuant to an installment contract of sale is an owner within the meaning of these covenants (herein "Owner").

D-4. MEMBERSHIP. Every Owner shall be a member of the Association. Ownership of a lot shall be the sole qualification for membership. Not more than one membership shall exist based upon ownership of a single lot. The terms and provisions set forth in this declaration are binding upon all Owners. Owners shall also be subject to the terms and provisions of the articles of incorporation and the bylaws of the Association. In the event of a conflict between the terms and provisions of these covenants, the bylaws or articles, the terms of these covenants shall prevail.

D-5. TRANSFER OF MEMBERSHIP. The membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the conveyance or encumbrance of such Lot and then only to the purchaser or mortgagee of such Lot.

D-6. ALLOCATED INTERESTS. The allocated interest of each lot in the common element and the liability for expenses of the Association shall be equal for each lot. The members of the Association, including the undersigned, shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person owns a portion of the interest required for membership, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

D-7. OWNER'S PERSONAL LIABILITY FOR ASSESSMENTS. The Owner of any lot, by acceptance of a deed or other conveyance, shall pay the assessments of the Association, whether those assessments be regular, special or limited. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the Owner of such lot at the time when the Assessment fell due. The personal obligation shall not pass to Owner's successor in title unless expressly assumed by said successor.

D-8. LIEN FOR ASSESSMENTS. The Association shall have a lien on a lot for assessments levied against the lot or fines imposed against the lot's Owner from the time the assessment or fine becomes due. Assessments include, but are not limited to, fees, charges, late charges, reasonable attorney's fees, and interest charged by the Association. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment becomes due. Within ten



business days after receipt of a written request from an Owner, accompanied by payment of such reasonable fee as the Association may from time to time set, the Association shall furnish to the Owner a statement in recordable form setting out the amount of unpaid Assessments against the Owner's lot.

D-9. PRIORITY OF ASSOCIATION LIENS. A lien of the Association is prior to all other liens and encumbrances on a lot except (a) a lien and encumbrance recorded before the recordation of this declaration; (b) a first security interest on the lot recorded before the date on which the assessment sought to be enforced became delinquent; and (c) a lien for real estate taxes and other governmental assessments or charges against the lot. A lien of the Association is also prior to all security interests if the common expense assessments based on the periodic budget adopted by the Association would have become due in the absence of acceleration during the six months immediately preceding institution of an action to enforce the lien. This Section does not affect the priority of a mechanic's or materialman's lien.

D-10. ASSESSMENT FOR OWNER FAILURE TO PERFORM. If any Owner shall fail to perform the maintenance and repairs required under this declaration, then the Association, after 15 days written notice to such delinquent Owner, shall have the right, but not the obligation, to perform such maintenance and repair and to assess against the lot the costs of such work, together with interest thereon at the rate established by the Association not exceeding the maximum legal rate of interest per annum, from the date of the Association's advancement of funds for such payment.

D-11. FORECLOSURE OF LIEN. A lien of the Association may be foreclosed by any procedure provided by law. A lien for an unpaid assessment shall be extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the assessment becomes due.

D-12. NONEXCLUSIVE REMEDY. The foregoing lien and the rights to foreclose thereunder shall be in addition to, and not in substitution for, all other rights and remedies which any party may have hereunder and by law, including but not limited to a suit to recover a money judgment for unpaid Assessments from an Owner.

D-13. RESTRICTIONS ON ASSESSMENTS. The Association may not commence making common expense Assessments until the undersigned has ceased to own any lots in The Ranch Phase 7B, but the undersigned may consent in a written and recorded instrument to the commencement of such assessments at an earlier time.



D-14. GENERAL DUTIES AND POWERS OF THE ASSOCIATION. In addition to the duties and powers enumerated in its articles and bylaws, or elsewhere as provided herein, and without limiting the generality thereof, the Association shall:

a. Enforce the provisions of these covenants by appropriate means, including without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions, the promulgation of the Association rules as provided in the bylaws which shall include the establishment of a system of fines or penalties enforceable as special assessments also as provided for in the bylaws.

b. Maintain such policy or policies of insurance as the board of directors of the Association deems necessary or desirable in furthering the purpose of and protecting the interest of the Association and its members.

c. Contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association.

d. Establish and maintain working capital and contingency funds in an amount to be determined by the board of directors of the Association.

D-15. ASSOCIATION RULES. The Association shall have the power to adopt, amend and repeal such rules and regulations as it deems reasonable. The Association rules shall cover such matters in furtherance of the purpose of the Association; provided, however, that the Association rules may not discriminate among Owners and shall not be inconsistent with this declaration.

Arctic Devco, Inc.



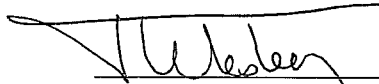
Ingeborg M. Turner
Vice- President and Secretary

Date: 1-21-13



STATE OF ALASKA
THIRD JUDICIAL DISTRICT

The foregoing instrument was acknowledged before me this 21 day of January, 2012, by Ingeborg M. Turner, Vice-President and Secretary of Arctic Devco, Inc., on behalf of the corporation.



Notary Public In And For Alaska

My Commission Expires: _____



After recording return to:
Arctic Devco, Inc.
P.O. Box 3489
Palmer, AK 99645

**THIS INSTRUMENT IS BEING RECORDED
BY MAT-SU TITLE INSURANCE AGENCY,
INC. AS AN ACCOMODATION ONLY.
IT HAS NOT BEEN EXAMINED FOR VALIDITY
OR ITS EFFECT, IF ANY, ON THE TITLE
OF THE ESTATE HEREIN.**

